

1.B.

**May 19,2026 Regular Meeting Draft Official Minutes
For consideration at the June 16, 2026 Board Meeting**

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.

CALL TO ORDER

The Regular Meeting of the Oklahoma Water Resources Board was called to order by Chair Gorman, on May 19, 2026, at 9:32 a.m. at the Oklahoma Water Resources Board located at 3800 N. Classen Blvd. Oklahoma City, Oklahoma 73118. The meeting was conducted pursuant to the Oklahoma Open Meeting Law with due and proper notice provided pursuant to Sections 303 and 311 thereof. The agenda was posted on May 15, 2026, at 1:00 p.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
Russell Isaacs
Jarred Campbell
Bob Latham
Heather McCall
Robert Stallings, Jr.
Bandy Silk
Tom Gorman

Board Members Absent

Darren Cook

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

Steven Hoffman
Rolan Lam
Anthony S.
Bud Ground
Josh Benninghoff
Dustin Donley
Vanessa Aguilar
Connie Littleton
Josh Morgan
Jared McLaughlin
Bryan M.
Molly C.
Anne Burger E.
Ron Peterson
Steven S.
Jakota S.
Charles de Coune
Bodie Bachelor

B. Appointment of Secretary

Chair Gorman made a motion to appoint Mr. Stallings as Secretary for the May and June Board meetings; replacing Ms. Landess as Secretary. Mr. Latham seconded the motion. Chair Gorman called for the vote.

AYE: Latham, Justice, Isaacs, McCall, Silk, Campbell, Gorman

NAY: None

ABSTAIN: Stallings

ABSENT: Cook

- C. Discussion, Amendments and Vote to Approve Official Minutes of March 17, 2026, Regular meeting. Chair Gorman inquired if all members reviewed the minutes of the March 17, 2026, meeting and if there were no questions, or changes, requested a motion to approve. No comments or amendments; Mr. Latham motioned to approve, and Mr. Justice seconded the motion. Chair Gorman called for the vote.

AYE: Latham, Stallings, Justice, Isaacs, McCall, Silk, Campbell, Gorman

NAY: None

ABSTAIN: None

ABSENT: Cook

D. Executive Director's Report:

Director Cunningham began her report by notifying the Board that Ms. Suzanne Landess' term had expired and thank her for her dedication to the citizens of Oklahoma by serving on the Board for several years and representing Region 1. Director Cunningham then welcomed Mr. Russell Isaacs to the Board who will be representing Region 1 going forward.

Director Cunningham announced the May issue of the Oklahoma Water Resources bulletin is now available online and that the largest part of the bulletin news is the drought. She reported that 99% of the state is abnormally dry or worse and almost 3% is in an exceptional drought status. Half of the state is expected to be in a persistent drought through July 31st. We have met with several partners for the Joint Flood Task force and how to mitigate and plan for flooding once the rain comes.

Director Cunningham announced that the legislative session has officially ended and we have had several bills passed. Our Comprehensive Water plan was instrumental in aiding the passing of these bills and getting legislators involved in the process. SB 1176 is \$35 million one-time issue for Water and Wastewater Infrastructure for communities across the state and we believe this will be instrumental in helping communities with aging infrastructure. SB 1509 – well spacing removes certain standards of the Water Resources Board related to public hearings near major basins and instead permits the Board to adopt specific spacing for each basin as a part of establishing a maximum annual yield. This bill will allow OWRB to set well spacing requirements for permits in all basins. Overall, this year's session was very successful for us and the state of Oklahoma in regards to water infrastructure funding as well as conservation.

E. Financial Update

Mr. Jay Foote, Chief Administrative Services Division, presents the budget report for the period ending April 2026. Mr. Foote reports the agency has spent 56 % of its appropriated budget leaving 44%; spent 52% of its revolving budget, leaving 48%; has spent 20% of its federal budget, leaving 80%. Overall, the total budget remaining is 56%.

2. FINANCIAL ASSISTANCE DIVISION

- A. Consideration of and Possible Action on a Proposed Order Approving Drinking Water Funding Application for The South Coffeyville Public Works Authority, Nowata County, Oklahoma. Recommended for Approval.

This request is for \$1,397,694.00 to improve the drinking water system by installing 3,920 feet of water line and a booster pump generator, rehabilitating a booster pump and an altitude valve vault. The loan will be secured with a lien on the revenues of the applicant's water, sewer, sanitation systems and a 2-cent sales tax. The debit to income ratio stands at 1.48 times and they are a first-time borrower with the Board.

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

AYE: Stallings, Justice, Isaacs, McCall, Silk , Campbell, Latham, Gorman

NAY: None

ABSTAIN: None

ABSENT: Cook

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

This request is for \$21,930,141.00 to replace the disinfection systems at the North Canadian wastewater treatment plant and infrastructure issues throughout the city. The loan will be secured with a lien on the Trust's water, sewer, and sanitation systems. The City is a long time borrower of the Board and their debt-to-income ratio stands at 2.23 times.

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

AYE: Stallings, Justice, Isaacs, McCall, Silk , Campbell, Latham, Gorman

NAY: None

ABSTAIN: None

ABSENT: Cook

- C. Resolution Authorizing the Issuance of Oklahoma Water Resources Board Revolving Fund Revenue and Refunding Bonds - Drinking Water Program, (2019 Master Trust), in the Aggregate Principal Amount Not to Exceed \$240,000,000; Approving and Authorizing Execution of a Bond Indenture Providing for the Issuance of the Bonds; Providing for the Sale and Delivery of the Bonds and Authorizing a Certificate of Determination; Waiving Competitive Bidding on the Bonds and Authorizing the Sale Thereof by Negotiation Pursuant to the Terms of a Contract of Purchase Pertaining Thereto; Approving a Preliminary Official Statement with Respect to the Bonds; Authorizing Execution of Such Other and Further Instruments, Certificates, and Documents as May Be Required for the Issuance of the Bonds; Directing Payment of Costs of Issuance and Containing Other Provisions Relating to the Issuance of the Bonds. Recommended for Approval.

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

AYE: Stallings, Justice, Isaacs, McCall, Silk , Campbell, Latham, Gorman

NAY: None

ABSTAIN: None

ABSENT: Cook

- D. Resolution Authorizing the Issuance of Oklahoma Water Resources Board Revolving Fund Revenue and Refunding Bonds - Clean Water Program, (2019 Master Trust), in the Aggregate Principal Amount Not to

Exceed \$200,000,000; Approving and Authorizing Execution of a Bond Indenture Providing for the Issuance of the Bonds; Providing for the Sale and Delivery of the Bonds and Authorizing a Certificate of Determination; Waiving Competitive Bidding on the Bonds and Authorizing the Sale Thereof by Negotiation Pursuant to the Terms of a Contract of 2 Purchase Pertaining Thereto; Approving a Preliminary Official Statement with Respect to the Bonds; Authorizing Execution of Such Other and Further Instruments, Certificates, and Documents as May Be Required for the Issuance of the Bonds; Directing Payment of Costs of Issuance and Containing Other Provisions Relating to the Issuance of the Bonds. Recommended for Approval.

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

AYE: Stallings, Justice, Isaacs, McCall, Silk , Campbell, Latham, Gorman

NAY: None

ABSTAIN: None

ABSENT: Cook

E. Resolution Authorizing the Issuance of Oklahoma Water Resources Board State Loan Program Revenue Bonds in an Aggregate Principal Amount not to Exceed \$550,000,000; 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 Gorman asked for a motion or further discussion. Mr. Silk moved to approve, and Mr. Latham seconded the motion. Chair Gorman called for the vote.

AYE: Stallings, Justice, Isaacs, McCall, Silk , Campbell, Latham, Gorman

NAY: None

ABSTAIN: None

ABSENT: Cook

3. SUMMARY DISPOSITION AGENDA ITEMS

**** Item M.b “Big Benda Customs” has been stricken from this agenda****

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.

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

1. Emergency Grant Applications:
None.

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

	<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
COEDD					
a.		FAP-26-0044-R	Town of Ralston	Pawnee	\$ 145,000.00
NODA					
b.		FAP-26-0029-R	Town of Braman	Kay	\$ 150,000.00
OEDA					
c.		FAP-26-0022-R	Fort Supply Public Works Authority	Woodward	\$ 150,000.00
SWODA					
d.		FAP-26-0039-R	Town of Custer City	Custer	\$ 99,999.00

3. CWSRF Principal Forgiveness Loan Applications:
None.

4. DWSRF Principal Forgiveness Loan Applications:

	<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
a.		ORF-25-0048-DW	Rural Water District No. 5	Okmulgee	\$ 346,936.08
b.		ORF-26-0020-DW	The Frederick Public Works Authority	Tillman	\$ 452,747.50
c.		ORF-26-0012-DW	The Granite Public Works Authority	Greer	\$ 483,342.63
d.		ORF-26-0024-DW	The Mannford Public Works Authority	Creek	\$ 693,820.00

e. ORF-25-0025-DW Rural Water, Sewer, Gas Cherokee \$ 783,379.13
and Solid Waste
Management District No. 16

5. Sewer Overflow and Stormwater Reuse Municipal Grants (“OSG”):
None.

6. American Rescue Plan Act (ARPA) Grant Applications:
None.

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

1. Agreement between OWRB and the Broken Arrow Municipal Authority for OWRB to perform a bathymetric survey of the oxbow used as the city’s primary water supply.
2. Agreement between OWRB and East Central University for rental office space at the East Central University campus in Ada, Oklahoma.
3. Amendment to the contract for engineering services between OWRB and WSB, LLC, extending the contract completion date by one year.
4. Agreement between OWRB and Oklahoma Rural Water Association for training and education for board members of rural water districts and not-for-profit rural water corporations throughout the state.
5. Agreement between OWRB and Arbitrage Compliance Specialist, Inc. for arbitrage services in connection with the issuance of the state government entity obligations and indebtedness for OWRB loan programs.
6. User Agreement between OWRB and BondLink, Inc., for investor support services for OWRB bond issuances.
7. Professional Services Engagement Letter with Crawford & Associates, P.C., to provide account services related to the Board's financial assistance programs.
8. Professional Services Engagement Letter with Crawford & Associates, P.C., to provide CFO-To-Go services related to the Board's financial assistance programs.
9. Professional Services Engagement Letter with Arledge & Associates, P.C., to provide auditing services related to the Board's financial assistance programs for CWSRF and DWSRF Loan Administrative Funds Audits.
10. Professional Services Engagement Letter with Arledge & Associates, P.C., to provide auditing services related to the Board's financial assistance programs for Revenue Bond Issues Audit.
11. Professional Services Engagement Letter with Arledge & Associates, P.C., to provide auditing services related to the Board's financial assistance programs for FAP Administration Fund Audit.
12. Professional Services Engagement Letter with Arledge & Associates, P.C., to provide auditing services related to the Board's financial assistance programs for the Oklahoma Clean Water State Revolving Fund Loan Account Program financial statements and Uniform Guidance Single Audit.
13. Lease agreement between OWRB and OMES Real Estate and Leasing Services for warehouse space and outdoor lot.

14. Amendment to the agreement between OWRB, OMES, and the Oklahoma Alliance Consultants, LLC, for training, technical assistance, and planning services for water and wastewater systems.
15. Interagency Agreement between OWRB and the Oklahoma Department of Environmental Quality (DEQ) regarding administration of the Drinking Water State Revolving Fund.

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

1. Tony Lam Le and Uyen Ann Nguyen, Bryan County, 2023-534
2. David and Marcy Bailey, Caddo County, 2025-588
3. Lisa Sanders, Harmon County, 2025-634
4. Braden and Raegan Cunningham, Harmon County, 2025-639
5. Hohmann Family Trust dated January 15, 2024, Kay County, 2025-646
6. Clay Matthew and Heidi A. Boehs, Major County, 2026-503

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

1. No Sang and Ngun Tha Chin, Ottawa County, 2018-621

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

1. McIntyre Ranch, LLC, Beckham County, 2024-529
2. Francis Parizek, Canadian County, 2025-628
3. Jeremy Hogg and Chelsea Hogg, Texas and Beaver Counties, 2025-629
4. Paul Anthony Petricek and Maria Isabel Petricek Trustees of the Petricek Family Trust, Pottawatomie County, 2025-630
5. FD Texhoma Farms, LLC, Texas County, 2025-649
6. Marshall County Water Corporation, Marshall County, 2025-650

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

1. Ryan Kimbrel, Texas County, 2020-525

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

None

J. Consideration of and Possible Action on Applications to for Term/Seasonal Permits to Use Stream Water:

None

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

None

L. Consideration of and Possible Action on Applications to Amend Regular Permits to Use Stream Water:

None

M. Consideration of and Possible Action on Well Driller and Pump Installer Licensing:

1. New Licenses, Accompanying Operator Certificates and Activities:

a. Licensee: East Wichita Well & Pump Service, LLC

1. Operator: Curtis Weninger

Activities: Groundwater and Pumps

~~b. Licensee: Big Bend Customs~~

~~2. Operator: Cody Bledsoe~~

~~Activities: Groundwater drilling and pump installation~~

~~c. Licensee: Audubon Companies~~

~~3. Operator: Terrence Smith~~

~~Activities: Cathodic Protection~~

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

a. Licensee: Ace Water Well-Pending Payment

1. Operator: Jeremy Sharp

Activities: Pump Installation

b. Licensee: Own, Inc

2. Operator: Timothy Carriker-Pending Payment

Activities: Geotechnical

c. Licensee: Diamond Well Service, LLC

3. Operator: Eddie Sullivan

Activities: Ground water and Geothermal

d. Licensee: Diamond Well Service, LLC

4. Operator: Travis Sullivan

Activities: Groundwater and Geothermal

e. Licensee: Vista Geoscience, LLC

5. Operator: Nicholas Klinefelter

Activities: Geotechnical

f. Licensee: Vista Geoscience, LLC

6. Operator: David Fontana

Activities: Geotechnical

g. Licensee: Vista Geoscience, LLC

7. Operator: Joel Rice

Activities: Geotechnical

h. Licensee: Equus Environmental, LLC

8. Operator: Eric Farrar

Activities: Geotechnical

i. Licensee: Red River Water Well Drilling, LLC

9. Operator: Maxie Levi Campbell

Activities: Groundwater and Geothermal

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

1. Hefner Lake Dam, Oklahoma County, OK02535

2. Stanley Draper, Cleveland County, OK02580

3. Oshman Dam, Canadian County, OK30621

4. Ten Point Dam, Johnston County, OK30638

5. Beecher Dam, Kingfisher County, OK30682

6. Miller Dam, Ellis County, OK30685

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

1. OTA – Cleveland County – FP-2026-03

2. OTA – Creek County – FP-2026-04

3. OTA – Creek County – FP-2026-05

4. OTA – Creek County – FP-2026-06

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

1. Nathan Morgan – Town of Mountain Park – FPA#-860
2. David Rhodes – City of Snyder – FPA# 861
3. Tony LeBlanc – Town of Corn – FPA# 862
4. Lee Burney Jr. – City of Elgin – FPA# 863

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

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

March 30, 2026, COO Hearing:

1. Charles D. Willson, Logan County, 1967-528A
2. David Orme, Caddo County, 1967-566
3. B J Simmons, Kingfisher County, 1982-548
4. Gregory Allen Caldwell, Custer County, 1992-554
5. Fred Nix, Okfuskee County, 1994-530
6. Eugene F Luekenga, Caddo County, 1956-506
7. Patrick & Prudence Bourk, Cimarron County, 1963-262
8. Eugene F Luekenga, Caddo County, 1964-162
9. Prudence Bourk, Cimarron County, 1964-921
10. Clyde Kile, Beaver County, 1965-055
11. Patrick & Prudence Bourk, Cimarron County, 1967-350
12. Trident NGL, Inc, Garfield County, 1968-106
13. Mitchell D & Cindy J Lagan, Garfield County, 1978-619
14. Ronaldo Valdez, Garfield County, 1990-565
15. Roger Ediger, Garfield County, 1997-701
16. Geary M & Mary Ann Campbell, Washita County, 1968-196B
17. Sol P Jones, Oklahoma County, 1970-300
18. William Edwin Large, Grady County, 1982-776
19. William Edwin Large, Grady County, 1982-777
20. Kelly E Goddard, Oklahoma County, 1982-924
21. Geary M Campbell, Washita County, 1974-053
22. Richard Humbargar, Washita County, 1955-023A
23. Ercil & Wayne George, Grant County, 1975-891
24. James C Oswald, Texas County, 1977-591
25. Sun N Fun Family Recreation, Garfield County, 1984-611

April 28, 2026, COO Hearing:

1. Harry D. and Geneva Hudson, Grady County, 1970-093
2. Bobby R. Matthews, Grady County, 1981-770
3. Donald Carpenter, Custer County, 1982-700
4. Steve Don and Robbie J. Gilbert, Washita County, 1998-639B
5. Ramona Irving, Beaver County, 1976-653
6. Ramona Irving, Beaver County, 1965-413B
7. Henry A. Hosier, Ellis County, 1954-257
8. Roy Lee Counts, Kingfisher County, 1952-166
9. Wendy Quarle Frey, Major County, 1953-340
10. Dale W. Wesner, Roger Mills County, 1953-802
11. Molly Morris Taylor, Tillman County, 1954-085

12. Jerry O. Taylor, Caddo County, 1954-610
13. Blair McGee, Harmon County, 1954-1011
14. GRG Family Trust, Cimarron County, 1955-791A
15. Cleo Bilbrey, Jackson County, 1955-1593
16. Cleo Bilbrey, Jackson County, 1972-471
17. Cleo Bilbrey, Jackson County, 1974-161
18. Robert Cox, Blaine County, 1961-054
19. Paul E. Taylor, Cimarron County, 1964-1009
20. Guy H. Studebaker, Texas County, 1965-279
21. KRM Petroleum Corp, Garvin County, 1967-568
22. Melvin Humphrey, Texas County, 1967-645C
23. W. P. Thomas, Marshall County, 1978-551
24. Mrs. Arthur Goodknight, Tillman County, 1980-634
25. Alpha E. Haynes, Roger Mills County, 1981-744
26. Alpha E. Haynes, Dewey County, 1981-767
27. Gladys Carey, Pottawatomie County, 1986-609
28. Stephens Trucking Inc, Oklahoma County, 1991-597
29. Mickey L. & Brenda S. Botts, Major County, 1997-509
30. C. L. George & Sons, Adair County, 1997-538
31. Russell Allard, Kiowa County, 2002-573
32. Larry Thomas, Beckham County, 2004-528
33. Trula G. Allen, Greer County, 1984-574
34. Countyline Grass & Cattle Co LLC, Canadian County, 1994-502
35. Ray and Evelyn Carpenter Living Trusts, Canadian County, 2006-560

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

March 30, 2026, COO Hearing:

1. Trena Freeman, Hughes County, 2014-072
2. Dale Schomp, Dewey County, 2002-020
3. Clarence Stamm, Washita County, 1980-072
4. William W Choate, Pottawatomie County, 1972-315
5. Double O Farms LLP, Grady County, 1997-027
6. Billy Barnes, Jr., Carter County, 1964-834
7. Al Walker, Custer County, 1954-040

April 28, 2026, COO Hearing:

1. Cedar Valley Nursery Inc, Pontotoc County, 2000-010
2. Gordon F. Parkey, Cotton County, 1969-119
3. Calvin Brown, Canadian County, 1997-024

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

1. Paul D. Glass, McCurtain County, 2013-023

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

None

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

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

04000 4. Consideration of and possible action on proposed determination of the updated Maximum Annual Yield of the Beaver-North Canadian River Alluvium and Terrace groundwater basin (Reach II)

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

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

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

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

05000 5. SPECIAL CONSIDERATION

Chair Tom Gorman

A. Consideration of and Possible Action on Application for a Temporary Limited Quantity Groundwater Right No. 2025-606, Redbud OK One, LLC, Craig County, Oklahoma:

1. Summary – **Mr. Chris Neel**

Redbud OK One, LLC c/o Anthony Spandrio Sr. of 72194 South 312 Place, Wagoner, OK 74467 has filed an application, 2025-606, with the Oklahoma Water Resources Board (Board) for a permit to use ten (10) acre-feet of groundwater per year. The groundwater is proposed to be used for the purpose of recreational/fish habitat pond and to be withdrawn from 15.24 acres located in the N2 SW SW of Section 30, T24N, R19EIM, Craig County. The groundwater will be used in Craig County as more specifically described in the application plat. The applicant intends to withdraw the groundwater from one (1) well located in the NE SW SW of Section 30, T24N, R19EIM, Craig County. The applicant gave proper Public notice, the application was protested, and an administrative hearing was held on February 3, 2026. The hearing examiner recommends the applicable well-spacing exception shall be granted. Therefore, the hearing examiner recommends approval.

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.

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

AYE: Stallings, Justice, Isaacs, McCall, Silk , Campbell, Latham, Gorman

NAY: None

ABSTAIN: None

ABSENT: Cook

B. Consideration of and Possible Action on Application for a Regular Groundwater Right No. 2025-543, Donley Ranch, LLC, Woodward County, Oklahoma:

1. Summary – **Mr. Chris Neel**

Donley Ranch, LLC c/o Dustin Donley of PO Box 541, Mooreland, OK 73852 has filed an application, #2025-543, with the Oklahoma Water Resources Board (Board) for a permit to use 91 acre-feet of groundwater per year. The groundwater is proposed to be used for irrigation (wheat and bermuda) and taken from 91 acres located as follows: 36 acres in the SW NW and 55 acres in the W2 SW of Section 34, T23N, R19WIM, Woodward County. The water is to be withdrawn from seven (7) wells located as follows: one (1) well in the SE SW SW and two (2) wells each in the NE SW SW, SE SW NW, and NE NW SW of Section 34, T23N, R19WIM, Woodward County, and use the groundwater in Woodward County, Oklahoma. The applicant gave proper Public Notice, the application was protested, and an administrative hearing was held on April 8, 2026. The hearing examiner recommends approval.

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.

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

AYE: Stallings, Justice, Isaacs, McCall, Silk , Campbell, Latham, Gorman

NAY: None

ABSTAIN: None

ABSENT: Cook

C. Consideration of and Possible Action on Application for a Regular Groundwater Right No. 2025-542, Donley Ranch, LLC, Woodward County, Oklahoma:

1. Summary – **Mr. Chris Neel**

Donley Ranch, LLC c/o Dustin Donley of PO Box 541, Mooreland, OK 73852 has filed an application, #2025-542, with the Oklahoma Water Resources Board (Board) for a permit to use 312 acre-feet of groundwater per year. The groundwater is proposed to be used for irrigation (wheat and bermuda) and agriculture (cattle) and taken from 312 acres located as follows: 158 acres in the SW of Section 29, T23N, R18WIM; 154 acres in the NW of Section 36, T23N, R19WIM; all in Woodward County. The water is to be withdrawn from twelve (12) wells located as follows: one (1) well each in the SW SE SW and NE SW SW, two (2) wells in the SE SW SW of Section 29, T23N, R18WIM; one (1) well each in the NW SW NW and NW SE NW, two (2) wells in the NE SW NW, four (4) wells in the SW SW NW of Section 36, T23N, R19WIM; all in Woodward County, and use the groundwater in Woodward County, Oklahoma. The applicant gave proper Public Notice, the application was protested, and an administrative hearing was held on April 8, 2026. The hearing examiner recommends approval.

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.

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

AYE: Stallings, Justice, Isaacs, McCall, Silk , Campbell, Latham, Gorman

NAY: None

ABSTAIN: None

ABSENT: Cook

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, June 16, 2026, at 9:30 am. In the offices of the OWRB, 3800 N. Classen Boulevard, Oklahoma City, OK 73118.

Thomas Gorman, Chairman

Heather McCall

Bandy Silk

Darren Cook

Ron Justice

Bob. Latham

Russell Isaacs

Jarred Campbell

ATTEST:

Robert Stallings Jr., Secretary
(SEAL)

1. D. FINANCIAL UPDATE

1. D.1. Monthly Budget Report



MAY 2026 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	2,888,956	1,024,837	1,864,119	65%	
	19303	1	FY 26 Appropriation	9,096,075	6,516,854	2,579,221	28%	
	Total General Revenue			11,985,031	7,541,691	4,443,340	37%	63%
	Revolving Funds							
	21000	2	Drillers Indemnity Fund	50,000	0	50,000	100%	
	21500	3	OWRB Revolving Fund	2,707,028	1,866,793	840,235	31%	
	23500	4	Phase II A-S Hydro St Rev Fund	293,192	212,910	80,282	27%	
	24000	5	Revolving Fund	877,906	776,746	101,160	12%	
	24500	6	Drillers Regulation Fund	0	0	0		
	25000	7	Water Infrastructure Dev. Fund (OCWP)	3,599,668	2,065,019	1,534,649	43%	
	42000	8	USGS Cooperative Agreement	345,100	17,233	327,867	95%	
	44400	9	DW Loan Administration Fund	1,473,740	579,224	894,516	61%	
	44500	10	CW Loan Administration Fund	2,532,227	1,301,067	1,231,160	49%	
Total Revolving Funds			11,878,861	6,818,992	5,059,869	43%	57%	
Federal Funds								
40000	11	Federal Fund - General	1,353,899	489,181	864,718	64%	36%	
40700	12	Federal Fund - Engineering and Planning	7,350,914	1,095,225	6,255,689	85%	15%	
49700	13	Federal Fund - *ARPA	1,842,066	676,514	1,165,552	13%	87%	
Total Federal Funds			10,546,879	2,260,920	8,285,959	79%	21%	
Total Funding			34,410,771	16,621,603	17,789,168	52%	48%	
By Category			Budgeted	Expended	Balance	Percentage Remaining		
	510000	14	Salary Expense	8,868,378	7,183,019	1,685,359	19%	81%
	512000	15	Insurance	1,496,419	1,151,508	344,911	23%	77%
	513000	16	FICA and Retirement	2,098,415	1,716,031	382,384	18%	82%
	515000	17	Professional Services	13,159,100	4,768,184	8,390,916	64%	36%
	519000	18	Flexible Benefits	16,000	14,586	1,414	9%	91%
	Total Personal Services			25,638,312	14,833,328	10,804,984	42%	58%
	520000	19	Travel Expense	653,979	290,580	363,399	56%	44%
	530000	20	Administrative Expense	1,533,958	1,061,120	472,838	31%	69%
	540000	21	Furniture and Equipment Expense	907,806	118,365	789,441	87%	13%
550000	22	Intra Inter Agency Payments	5,676,716	318,209	5,358,507	94%	6%	
Total Operating Expenses			8,772,459	1,788,274	6,984,185	80%	20%	
Total Expenditures			34,410,771	16,621,603	17,789,168	52%	48%	

2. FINANCIAL ASSISTANCE DIVISION

June 16, 2026

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Commerce Development Authority, Ottawa County

Loan Application No.: ORF-24-0003-CW
Clean Water SRF Loan (“CWSRF Loan”)

Amount Requested: \$670,000.00

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 fifteen (15) 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 2 cent sales and use 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) replace approximately 950 aging manual-read water meters with new advanced metering infrastructure meters (AMIs), all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$670,000.00	Project	\$610,000.00
		Bond Counsel	27,500.00
		Financial Advisor	27,500.00
		Local Counsel	5,000.00
Total	<u>\$670,000.00</u>	Total	<u>\$670,000.00</u>

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-24-0003-CW IN THE NAME OF)
COMMERCE DEVELOPMENT AUTHORITY)
OTTAWA COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, Commerce Development Authority (the "Applicant") has made its Application for Funding No. ORF-24-0003-CW (the "Application") to the Board for a loan from the Clean Water State Revolving Fund (the "CWSRF") program, pursuant to Title 82 Oklahoma Statutes 2011, Sections 1085.51 *et seq.*, as amended; and

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

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

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

Application for Funding No. ORF-24-0003-CW in the name of Commerce Development Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) replace approximately 950 aging manual-read water meters with new AMI meters, 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 \$670,000.00. 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 fifteen (15) years following the date the Project is completed.

**ORDER APPROVING LOAN APPLICATION
COMMERCE DEVELOPMENT AUTHORITY
ORF-24-0003-CW**

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

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

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

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

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

So ordered this 16th day of June, 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
COMMERCE DEVELOPMENT AUTHORITY
ORF-24-0003-CW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Perkins Public Works Authority, Payne County

Loan Application No.: FAP-26-0020-L
State Loan Program Revenue Bond Loan (“FAP Loan”)

Amount Requested: \$1,077,000.00

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 and sewer systems, a 1 cent sales tax and may include a mortgage on the applicant's water and sewer systems and other real property.

Purpose: The applicant will utilize the loan proceeds to: (i) install approximately 4,598 linear feet of water lines and reimburse costs for collapsed sewer lines, all related appurtenances (the “Project”), (ii) satisfy the Local Reserve Requirement, if necessary; and (iii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$1,111,307.45	Project	\$1,023,463.59
		OWRB Costs of Issuance	30,743.86
		Bond Counsel	26,925.00
		Financial Advisor	26,925.00
		Local Counsel	2,500.00
		Trustee Bank	750.00
Total	<u>\$1,111,307.45</u>	Total	<u>\$1,111,307.45</u>

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

IN THE MATTER OF LOAN APPLICATION)
NO. FAP-26-0020-L IN THE NAME OF)
PERKINS PUBLIC WORKS 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 16th day of June, 2026.

WHEREAS, Perkins Public Works Authority (the "Applicant") has made its Application for Funding No. FAP-26-0020-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-26-0020-L in the name of Perkins Public Works Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) install approximately 4,598 linear feet of water lines and reimburse costs for collapsed sewer lines, 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 \$1,077,000.00. 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
PERKINS PUBLIC WORKS AUTHORITY
FAP-26-0020-L**

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

3. 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 16th day of June, 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
PERKINS PUBLIC WORKS AUTHORITY
FAP-26-0020-L**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Lawton Water Authority, Comanche County

Loan Application No.: FAP-26-0024-L
State Loan Program Revenue Bond Loan (“FAP Loan”)

Amount Requested: \$1,305,000.00

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 and may include a mortgage on the applicant's water and sewer systems and other real property.

Purpose: The applicant will utilize the loan proceeds to: (i) replace water lines, fire hydrants, meters, all related appurtenances (the “Project”), (ii) satisfy the Local Reserve Requirement, if necessary; and (iii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$1,345,394.60	Project	\$1,263,863.55
		OWRB Costs of Issuance	36,781.05
		Bond Counsel	22,000.00
		Financial Advisor	22,000.00
		Trustee Bank	750.00
Total	\$1,345,394.60	Total	\$1,345,394.60

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

IN THE MATTER OF LOAN APPLICATION)
NO. FAP-26-0024-L IN THE NAME OF)
THE LAWTON WATER AUTHORITY)
COMANCHE COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, The Lawton Water Authority (the "Applicant") has made its Application for Funding No. FAP-26-0024-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-26-0024-L in the name of The Lawton Water Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) replace water lines, fire hydrants, meters, 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 \$1,305,000.00. 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 LAWTON WATER AUTHORITY
FAP-26-0024-L**

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

3. 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 16th day of June, 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman


ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
THE LAWTON WATER AUTHORITY
FAP-26-0024-L**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Geary Utilities Authority, Blaine County

Loan Application No.: FAP-26-0019-L
State Loan Program Revenue Bond Loan (“FAP Loan”)

Amount Requested: \$2,100,000.00

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, gas, and electric systems and may include a mortgage on the applicant's water, sewer, gas and electric systems and other real property.

Purpose: The applicant will utilize the loan proceeds to: (i) conduct a sanitary sewer evaluation survey and replace approximately 10 miles of transmission water main, all related appurtenances (the “Project”), (ii) satisfy the Local Reserve Requirement, if necessary; and (iii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$1,781,378.20	Project	\$2,036,643.56
IHS Grant	376,000.00	Bond Counsel	45,000.00
		Financial Advisor	45,000.00
		Local Counsel	22,500.00
		OWRB Cost of Issuance	7,484.64
		Trustee Bank	750.00
Total	<u>\$2,157,378.20</u>	Total	<u>\$2,157,378.20</u>

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

IN THE MATTER OF LOAN APPLICATION)
NO. FAP-26-0019-L IN THE NAME OF)
GEARY UTILITIES AUTHORITY)
BLAINE COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, Geary Utilities Authority (the "Applicant") has made its Application for Funding No. FAP-26-0019-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-26-0019-L in the name of Geary 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) conduct a sanitary sewer evaluation survey and replace approximately 10 miles of transmission water main, 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 \$2,100,000.00. 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
GEARY UTILITIES AUTHORITY
FAP-26-0019-L**

2. The loan shall be secured with a lien on the revenues of the Applicant's water, sewer, gas, and electric systems and may include a mortgage on the Applicant's water, sewer, gas, 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 16th day of June, 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
GEARY UTILITIES AUTHORITY
FAP-26-0019-L**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

June 16, 2026

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Snyder Public Works Authority, Kiowa County

Loan Application No.: ORF-23-0080-DW
 Drinking Water SRF Loan (“DWSRF Loan”)

Funding Requested: \$5,298,761.00

Loan Interest Rate: The DWSRF 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.

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.

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

Purpose: The applicant will utilize the loan proceeds to: (i) install approximately 625 automatic meter readers (AMR), make various improvements to the water treatment plant, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$5,298,761.00	Project	\$5,178,261.00
		Bond Counsel	60,000.00
		Financial Advisor	50,000.00
		Local Counsel	10,000.00
		Trustee Bank	500.00
Total	<u><u>\$5,298,761.00</u></u>	Total	<u><u>\$5,298,761.00</u></u>

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-23-0080-DW IN THE NAME OF)
THE SNYDER PUBLIC WORKS AUTHORITY)
KIOWA COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, The Snyder Public Works Authority (the "Applicant") has made its Application for Funding No. ORF-23-0080-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-23-0080-DW in the name of The Snyder Public Works Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) install approximately 625 automatic meter readers (AMR), make various improvements to the water treatment plant, all related appurtenances (the "Project"), and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. A loan shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$5,298,761.00. 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

**ORDER APPROVING LOAN APPLICATION
THE SNYDER PUBLIC WORKS AUTHORITY
ORF-23-0080-DW**

following Project completion, and the maturity of the loan shall be no later thirty (30) years following the date the Project is completed.

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

3. Upon the Applicant's acceptance of the 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 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.

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, 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.

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

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

So ordered this 16th day of June, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
THE SNYDER PUBLIC WORKS AUTHORITY
ORF-23-0080-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

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

In the Matter of a Resolution Authorizing)
Certain Individuals To Sign and Act on)
Behalf of the Board Regarding all of the Board's)
Financial Assistance Programs, State Revolving)
Fund Programs, and Issues of Indebtedness,)
and Authorizing Members to Act as Assistant)
Secretary)

**PROPOSED
RESOLUTION**

WHEREAS, the Oklahoma Water Resources Board (the "Board") administers a program for making loans and grants to eligible entities for qualified water and sewage projects under the authority of 82 O.S., §1085.31 et seq., as amended, sometimes referred to as the State Loan Program or Financial Assistance Program (the "FAP"); and

WHEREAS, the Board is authorized to approve loan applications, provide for disbursement of loan proceeds from, and otherwise administer monies in the Clean Water State Revolving Fund Loan Account, more commonly known as the "Clean Water SRF" program, according to 82 O.S., §§1085.51 through 1085.65 as amended; and

WHEREAS, the Board is authorized to approve loan applications, provide for disbursement of loan proceeds from, and otherwise administer monies in the State Drinking Water Treatment Revolving Loan Account, more commonly known as the "Drinking Water SRF" program, according to 82 O.S., §§1085.71 through 1085.84A as amended; and

WHEREAS, the Board from time to time has issued bonds or notes, the proceeds of which have been and are used in order to provide monies with which to make loans under the FAP, Clean Water SRF, and Drinking Water SRF programs; and

WHEREAS, the Board from time to time administers other Financial Assistance grants, loans, and/or programs, including without limitation American Rescue Plan Act ("ARPA") grants, Sewer Overflow and Stormwater Reuse Municipal ("OSG") grants, and Rural Economic Action Plan ("REAP") grants; and

WHEREAS, BancFirst of Oklahoma City, Oklahoma (the "Bank") is the Trustee Bank for the Board regarding numerous series of obligations issued to provide funding for the Board's FAP, Clean Water SRF, and Drinking Water SRF programs; and

Signature Resolution

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WHEREAS, the Bank has requested the Board to provide a list of individuals who are authorized to sign documents and to act on behalf of the Board with respect to FAP, Clean Water SRF, and Drinking Water SRF obligations and the Bank's duties relating thereto; and

WHEREAS, the Board has determined it is appropriate to designate those individuals who are so authorized as described in the immediately preceding paragraph herein, and furthermore who shall be authorized (1) to sign documents and act on behalf of the Board with respect to any future issue of indebtedness or any FAP, Clean Water SRF, or Drinking Water SRF transaction, (2) to sign documents and act on behalf of the Board with respect to ARPA, OSG, REAP, and any other transaction pertaining to the Board's Financial Assistance programs, whether such program is currently existing or hereafter developed and (3) to act as Assistant Secretary in the absence or incapacity of the Secretary of the Board.

NOW, THEREFORE, BE IT RESOLVED by the Oklahoma Water Resources Board:

Section 1: The following individuals (identified by name, original signature, and title) are and shall be authorized to sign documents and to act on behalf of the Board as described in the above recitals, which are hereby adopted and made a part of this Resolution:

a. _____
Jarred Campbell, Member
Oklahoma Water Resources Board

b. _____
Darren Cook, Member
Oklahoma Water Resources Board

c. _____
Thomas A. Gorman, Member
Oklahoma Water Resources Board

d. _____
Russell Isaacs, Member
Oklahoma Water Resources Board

Signature Resolution

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e. _____
Ron Justice, Member
Oklahoma Water Resources Board

f. _____
Bob Latham, Member
Oklahoma Water Resources Board

g. _____
Heather McCall, Member
Oklahoma Water Resources Board

h. _____
Bandy Silk, Member
Oklahoma Water Resources Board

i. _____
Robert L. Stallings Jr., Member
Oklahoma Water Resources Board

j. _____
Julie Cunningham, Executive Director
Oklahoma Water Resources Board

k. _____
Lori Johnson
Financial Assistance Division
Oklahoma Water Resources Board

l. _____
Jerri Hargis
Financial Assistance Division
Oklahoma Water Resources Board

Section 2. Each and every Member of the Oklahoma Water Resources Board except the Chairman, the Vice Chairman in the event of the absence or incapacity of the Chairman, and the Secretary, shall be and is hereby authorized to act as Assistant Secretary in the absence or incapacity of the Secretary. Such authorization shall be independent of the authorization set forth in Section 1

Signature Resolution

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hereof, and independent of any appointment of an Acting Secretary for purposes of a given meeting of the Board as provided by Oklahoma Administrative Code Section 785:1-3-5(e).

Section 3. This Resolution supersedes the Resolution approved by the Board in its June 17, 2025, meeting, provided that all signatures previously subscribed in good faith by the individuals listed in that prior Resolution to the documents described in that prior Resolution remain valid, and provided further that all signatures previously subscribed in good faith by the above listed individuals to documents pertaining to ARPA transactions are hereby ratified, approved and confirmed.

Section 4. This Resolution and Designation of Individuals may be amended or supplemented from time to time by resolution of the Board.

SO ORDERED this 16th day of June 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

Attest:

Robert L. Stallings, Jr., Secretary

(SEAL)

Reviewed By:

Lori Johnson, Chief

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

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

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

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

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

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

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

1. The Board reasonably expects to incur Obligations, as one or more series, with an aggregate maximum principal amount estimated not to exceed \$707,138,394.03 for the purpose of funding the Loans the proceeds of which shall be used for the purpose of paying the costs of Clean Water Projects.

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

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

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

ADOPTED and APPROVED this 16th day of June 2026.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings, Jr., Secretary

(SEAL)

Reviewed by:

Lori Johnson, Chief
Financial Assistance Division

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

System	Amount	Project Description
Altus Municipal Authority	\$10,260,381.84	SS SW Loop & Manhole Rehabs, Various
Alva Utility Authority	\$365,000.00	P&D Sewer Collection Improvements
Arapaho Public Works Authority	\$1,000,000.00	Sewer System Improvements
Ardmore Public Works Authority	\$24,047,027.50	Dams rehab and I/I construction
Arkoma Municipal Authority	\$34,375.00	P&D related to Wastewater System Improvements
Arkoma Municipal Authority	\$1,000,000.00	Sanitary Sewer System Improvements
Atoka Municipal Authority	\$616,675.26	WWTP Headworks Improvements
Atoka Municipal Authority	\$1,500,000.00	Collection system improvements
Bartlesville Municipal Authority	\$2,307,701.19	Wastewater reuse project
Bartlesville Municipal Authority	\$83,235,500.00	Chickasaw WWTF Expansion with Indirect Potable Reu
Bethany Public Works Authority	\$1,000,000.00	Replace 50th and McMillan Lift Station
Bethany Public Works Authority	\$1,084,370.00	P & D for prioritized sewer projects
Big Cabin Public Works Authority	\$454,500.00	P&D SSES
Blackwell Municipal Authority	\$1,574,606.11	AMR/AMI
Blackwell Municipal Authority	\$415,000.00	Wastewater System Improvements
Boynton Public Works Authority	\$50,117.20	WWTP Project
Breckinridge Public Works Authority	\$32,000.00	P&D North Lagoon Dike Improvements
Breckinridge Public Works Authority	\$465,300.50	Wastewater lagoon improvements-South cell
Bristow Municipal Authority	\$821.80	WWTP & AMR
Bristow Municipal Authority	\$173,749.56	Additional Funding for WWTP Expansion
Broken Arrow Municipal Authority	\$634,318.32	Haikey Creek WWTP improvements
Broken Arrow Municipal Authority	\$2,015,237.46	Various wastewater projects and AMR's
Broken Arrow Municipal Authority	\$7,350,158.04	FY 2022 BAMA Projects
Broken Arrow Municipal Authority	\$17,211,424.10	Wastewater System Improvements
Broken Bow Public Works Authority	\$1,500,000.00	Collection System Improvements

Caddo Public Works Authority	\$1,500,000.00	Wastewater Treatment Lagoon & Collection System Re
Calera Public Works Authority	\$60,000.00	P&D WWTP Improvements
Carnegie Public Works Authority	\$454,700.00	Wastewater Treatment Plant Improvements
Central Oklahoma Master Conservancy District	\$295,183.95	Emerging Contaminant Assessment - Lake Thunderbird
Central Oklahoma Master Conservancy District	\$1,800,000.00	P BMPs for WQ @ Lake Thunderbird
Checotah Public Works Authority	\$460,000.00	Planning and Design Sewer System Improvements
Chelsea Economic Development Authority	\$26,857.50	System wide study of sanitary sewer collection
Cherokee Development Authority	\$23,000.00	P&D WWTF Improvements
Cherokee Development Authority	\$1,500,000.00	Wastewater Treatment Facility Improvements
Chouteau Public Works Authority	\$4,000,000.00	Construction and repair of PWA Sewer Collection an
Colcord Public Works Authority	\$951,490.00	Water Meter Replacement & Sewer Main Revamp
Cole Public Works Authority	\$45,360.00	Meter Replacement
Copan Public Works Authority	\$2,384.74	Planning & Design sewer system rehab
Council Hill Public Works Authority	\$645,000.00	P&D Sanitary Sewer Improvements
Covington Utilities Authority	\$876,989.66	2023 Sanitary Sewer Main Replacements
Coweta Public Works Authority	\$3,856,696.06	Coweta Wastewater Treatment Facility
Commerce Development Authority	\$670,000.00	AMR
Coyle Public Works Authority	\$392,500.00	Plan & Design SS improvements
Crescent Public Works Authority	\$24,000.00	Planning & Design
Crescent Public Works Authority	\$1,155,000.00	Sewer Main SH 74 to Van Buren St
Davis Municipal Authority	\$275,957.25	WWTP Improvements
Delaware Public Works Authority	\$820,000.00	P & D Sanitary Sewer Line Replacement Project
Devol Public Works Authority	\$100,500.00	Wastewater treatment and collection system evaluat
Duncan Public Utilities Authority	\$19,833.61	Dam spillway Rehabilitation
Duncan Public Utilities Authority	\$346,872.73	WWTP improvements & addl. funding
Duncan Public Utilities Authority	\$372,261.50	AMI System
Duncan Public Utilities Authority	\$1,531,655.34	Clear Creek Lake Dam Rehabilitation
Durant City Utilities Authority	\$1,938,474.14	AMR/AMI Project

Durant City Utilities Authority	\$12,670,800.00	WWTF System Improvements
Durant City Utilities Authority	\$22,534,500.00	WWTP Ph. 1 and Ph 2 Addl Financing
East Central Oklahoma Water Authority	\$110,446.70	AMR & Sewer Coll at School
Edmond Public Works Authority	\$23,820,440.75	Chisholm Creek and various projects
El Reno Municipal Authority	\$20,570.00	Citywide Master Drainage Plan
El Reno Municipal Authority	\$1,425,000.00	Planning and Design of Drainage Improvements
El Reno Municipal Authority	\$800,000.00	Wastewater master plan
Elgin Public Works Authority	\$343,958.90	WWTP Phase 2 improvements
Elgin Public Works Authority	\$1,951,029.44	Waste Water Treatment Facility Improvements (2021)
Eufaula Public Works Authority	\$357,222.17	PH II Sewer System Rehab
Fairmont Public Works Authority	\$121,075.52	P & D lagoon and stormwater issues
Fort Cobb Public Works Authority	\$480,554.00	Automatic Meter Purchase and Installation.
Francis Public Works Authority	\$288,175.00	SSES & P&D
Geronimo Public Works Authority	\$27,443.35	Sewer System Improvements
Geronimo Public Works Authority	\$1,500,000.00	Sanitary sewer main replacements
Glenpool Utility Services Authority	\$34,737,500.00	Construct a new SBR WWTP
Grady County RWSG & SWMD #1	\$800,000.00	Sewer Rehabilitation
Grove Municipal Services Authority	\$3,566,995.31	Install sewer lines and replace manholes
Grove Municipal Services Authority	\$763,400.00	Install screw press and belt press
Guthrie Public Works Authority	\$233,803.97	WASTEWATER TREATMENT FACILITY
Guymon Utilities Authority	\$1,620,036.68	water & gas AMR/AMI
Haileyville Public Works Authority	\$261,000.00	P&D Wastewater System Improvements
Hardesty Municipal Authority	\$500,000.00	Lagoon repair and relining
Henryetta Municipal Authority	\$999,999.00	Sanitary Sewer Main Replacements
Hinton Public Works Authority	\$1,982,583.11	Improvements to existing wastewater lagoon systems
Hobart Public Works Authority	\$1,500,000.00	AMR/AMI
Holdenville Public Works Authority	\$1,419,000.00	P & D of the wastewater system
Holdenville Public Works Authority	\$800,000.00	AMI with new meter and reading system

Hollis Public Works Authority	\$15,000.00	Planning & Design
Hydro Development Authority	\$1,000,000.00	Wastewater Treatment Facility Retrofit & Expansion
Idabel Public Works Authority	\$747,993.00	P & D Wastewater System Improvements
Inola Public Works Authority	\$96,995.77	SW BLVD SS Project
Jay Utilities Authority	\$26,877.41	AMI Meter Project
Jefferson County Consolidated Rural Water and	\$991,000.00	Town of Loco Lagoon Upgrades
Jenks Public Works Authority	\$35,000,000.00	106th St/Elm St LS and Force Main
Jenks Public Works Authority	\$10,000,000.00	Victoria Pond Lift Station and Force Main Extensio
Kingfisher Public Works Authority	\$1,074,144.15	Upgrade WWTP
Kiowa County RWSG & SWMD #1	\$295,959.90	Lift Station repairs
Langley Public Works Authority	\$12,500.00	P&D System wide I/I Analysis to remove high inflow
Langston Public Works Authority	\$245,700.00	P & D Sanitary Sewer and WWTP
Lawton Water Authority	\$61,835.35	WWTP Improvements
Lawton Water Authority	\$5,423,527.48	Waste Water Treatment Plant & AMI SPONSORSHIP
Lawton Water Authority	\$11,283,079.07	Sewer System Rehabilitation Program
Lawton Water Authority	\$18,278,533.17	Rehab/replacemnt of sewer lines and a lift station
Lawton Water Authority	\$38,558,560.20	Ellsworth, Gonolda, Lawtonka dams
Lexington Public Works Authority	\$1,033,000.00	Lexington Citywide SSES
Locust Grove Public Works Authority	\$760,750.00	SSES
Lone Grove Water & Sewer Trust Authority	\$2,931,959.00	Lagoon Decommissioning and Line Development
Lone Grove Water & Sewer Trust Authority	\$248,337.00	P & D Wastewater project
Lone Wolf Public Works Authority	\$335,360.00	P&D Lagoons and Lift Station Design
Mannford Public Works Authority	\$91,067.57	P & D Satellite System Connection Project
Mannford Public Works Authority	\$1,503,604.40	Mannford Lift Station and Force Main
Marietta Municipal Authority	\$122,965.93	Concrete Box Replacement and Drainage Improvements
Marlow Municipal Authority	\$210,180.00	Southwest Lagoon Force Main Project
Martha Utilities Trust	\$200,134.50	Lift Station Upgrade pumps and controls to above g
Maud Municipal Authority	\$1,500,000.00	P&D for wastewater plant improvements and SSES

Miami Special Utilities Authority	\$1,897,155.51	Sewer Line Replacement Project
Midwest City Municipal Authority	\$2,034,934.00	PD Emerging Contaminants microplastics
Midwest City Municipal Authority	\$1,811,000.00	2026 Contaminants of Emerging Concern (EC)
Minco Municipal Authority	\$15,261.38	P&D sewer system improvements
Moore Public Works Authority	\$24,290,000.00	Moore Waste Water Treatment Plant Repairs
Mountain View Public Works Authority	\$365,000.00	P&D Sewer Collection System Improvements
Muskogee Municipal Authority	\$3,042,637.95	Sanitary Sewer Rehabilitation and Stormwater Imprv
Mustang Improvement Authority	\$1,176,625.72	AMI and meters
Newcastle Public Works Authority	\$2,443,912.33	New WWTP
Newcastle Public Works Authority	\$544,546.63	AMA water meter system
Norman Utilities Authority	\$2,341,557.61	City of Norman Advance Water Metering (AMI) - Proj
Norman Utilities Authority	\$751,000.00	Emerging Contaminants Study
Norman Utilities Authority	\$2,188,106.79	Dewatering, blower improve, bldg improvements
Okemah Utilities Authority	\$1,500,000.00	Wastewater Treatment Plant Headworks Improvements
Oklahoma City Water Utilities Trust	\$1,883,528.79	Dam spillway, chute rehabilitation, sewer rehab
Oklahoma City Water Utilities Trust	\$1,100,626.19	Atoka Lake Boat Ramps and Fire Break
Oklahoma City Water Utilities Trust	\$2,460,577.48	Draper road NPS project
Oklahoma City Water Utilities Trust	\$59,319,033.21	WWTP, lift station, dam Improvements, SPONSORSHIP
Oklahoma City Water Utilities Trust	\$33,374,777.69	AUTOMATIC METER READING & CYBER SECURITY
Oklahoma City Water Utilities Trust	\$51,368,171.62	Various Construction and SPONSORSHIP
Oklahoma City Water Utilities Trust	\$212,615.00	Emerging Contaminants study - phase one of several
Oklahoma Conservation Commission	\$17,516.58	Statewide septic replacement program
Okmulgee Municipal Authority	\$35,000.00	P&D WWTP improvements
Okmulgee Municipal Authority	\$3,830,000.00	Flow Equalization Basin
Oologah Municipal Authority	\$500,000.00	WASTE WATER TREATMENT PLANT
Orlando Public Works Authority	\$753,110.00	Phase 2 BNSF Sewer Line Replacement
Pawhuska Public Works Authority	\$9,502.50	Lake Dam rehabilitation
Pawnee Public Works Authority	\$63,710.50	Waste Water Treatment Plant Rehabilitation

Pawnee Public Works Authority	\$21,600.00	P&D SS Improvements
Pawnee Public Works Authority	\$1,500,000.00	Sewer System Improvements
Perkins Public Works Authority	\$1,500,000.00	Automated water meters
Perkins Public Works Authority	\$400,000.00	Solar panels at the sewer plant
Perry Municipal Authority	\$427,500.00	P&D SS Improvements
Pittsburg County RWS #20	\$900,000.00	Flow Equalization Basin
Porter Public Works Authority	\$1,500,000.00	Wastewater Plant Upgrade
Poteau Valley Improvement Authority	\$800,000.00	Cellular Fixed Base Meter System
Roff Public Works Authority	\$1,407,500.00	Roff Ww Collection System & Treatment Improvement
Roland Utility Authority	\$135,190.00	Advanced Metering Infrastructure (AMI)
Sallisaw Municipal Authority	\$1,285,050.00	Wastewater treatment plant plan and design
Sapulpa Municipal Authority	\$1,582,479.13	Sewer line replacement and WWTP Upgrades
Sapulpa Municipal Authority	\$3,291,928.00	Downtown Sewer Main Replacement
Sapulpa Municipal Authority	\$2,452,065.00	Hobson St. Interceptor Capacity Enhancement and AI
Sapulpa Municipal Authority	\$1,964,277.00	Const of basins #2 and #4 line replace & reroute
Shawnee Municipal Authority	\$1,060,493.56	Intallation of AMR's
Shawnee Municipal Authority	\$1,317,060.52	WWTP Improvements and decom south WWTP SPONSORSHIP
Shawnee Municipal Authority	\$5,971,568.11	Additional Funding WWTP
Shidler Public Works Authority	\$450,000.00	Wastewater Treatment Facility Improvements
Snyder Public Works Authority	\$594,100.00	Water Meter System Replacement
South Coffeyville Public Works Authority	\$317,500.00	P&D for system rehab and SSES
Spencer Utilities Authority	\$211,300.00	Planning & Design - Sewer System Improvements
Sperry Utility Services Authority	\$1,687.50	SSES P&D Collection system
Sperry Utility Services Authority	\$1,450,000.00	WW system improvements Ph I
Stigler Municipal Improvements Authority	\$1,500,000.00	Wastewater Collection Improvements
Stilwell Area Development Authority	\$454,419.00	P&D wastewater treatment plant upgrade
Tablequah Public Works Authority	\$1,338,269.07	Wastewater Treatment Plant
Talala Public Works Authority	\$280,000.00	Planning and design regarding wastewater system

Tishomingo Municipal Authority	\$1,455,000.00	Tishomingo Wastewater Treatment Plant Improvements
Tishomingo Municipal Authority	\$7,329,500.00	Additional Funding for New WWTP
Tulsa Metropolitan Utility Authority	\$8,765.33	Construct and design sewer system improvements
Tulsa Metropolitan Utility Authority	\$52,168.76	Sanitary sewer & WWTP rehab & improvements
Tulsa Metropolitan Utility Authority	\$10,617.75	Sanitary sewer system and WWTP impr. inc reuse
Tulsa Metropolitan Utility Authority	\$100,220.94	Sanitary sewer system and WWTP improvements
Tulsa Metropolitan Utility Authority	\$577,632.43	Sanitary Sewer System and WWTP Improvements
Tulsa Metropolitan Utility Authority	\$2,333,811.45	Sanitary sewer system and WWTP improvements
Tulsa's Port of Catoosa Facilities Authority	\$14,769,500.00	South Inola WWTF
Wagoner County RWSG & SWMD #4	\$554,441.33	2021 CWSRF
Wagoner Public Works Authority	\$1,163,000.00	Sanitary Sewer Evaluation Surveys and Design
Warner Utilities Authority	\$18,942.58	P&D WWTS
Warner Utilities Authority	\$1,500,000.00	WWTP Upgrades
Warr Acres Public Works Authority	\$5,938,503.00	I/I Correction, sewer line and manholes
Warr Acres Public Works Authority	\$193,573.19	SSES and design for collection system
Waukomis Public Works Authority	\$1,250,000.00	Sewer System Improvements
Wayne Public Works Authority	\$954,400.00	Waste water system upgrades
Waynoka Utilities Authority	\$415,000.00	Wastewater System Improvements
Wewoka Public Works Authority	\$1,405,000.00	P & D Sewer Collection Rehabilitation
Wilburton Public Works Authority	\$1,220,594.74	Wastewater System Improvements
Wynnewood Utilities Authority	\$45,000.00	WWTP Evaluation P&D
Wynnewood Utilities Authority	\$1,441,250.00	WWTP Design & SSES
Yukon Municipal Authority	\$800,000.00	Backup Generator for Aeration Process Systems

\$707,138,394.03

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

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

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

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

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

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

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

1. The Board reasonably expects to incur Obligations, as one or more series, with an aggregate maximum principal amount estimated not to exceed \$1,151,768,107.37 for the purpose of funding the Loans the proceeds of which shall be used for the purpose of paying the costs of Drinking Water Projects.

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

Resolution Reimbursing Loan Costs – Drinking Water State Revolving Fund

Page 2

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

ADOPTED and APPROVED this 16th day of June 2026.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings, Jr., Secretary

(SEAL)

Reviewed by:

Lori Johnson, Chief
Financial Assistance Division

EXHIBIT A

DRINKING WATER STATE REVOLVING FUND PROJECT REIMBURSEMENT LIST

System	Amount	Project Description
Afton Public Works Authority	\$1,000,000.00	Rehabilitation of the water treatment plant
Alex Municipal Authority	\$150,000.00	Upgrade the filtration system electrical component
Altus Municipal Authority	\$6,000,804.83	Inv and potential replacement of lead srvice lines
Altus Municipal Authority	\$11,073,334.74	Replacement of 36 miles of water main lines
Anadarko Public Works Authority	\$1,361,850.00	Build a new water tower
Barnsdall Public Works Authority	\$1,100,000.00	Install aerators in both tanks to fight DBP's
Beckham County RWS & SWMD #2	\$850,000.00	Construction to supply water to Delhi OK.
Beckham County RWS & SWMD #2	\$793,795.00	Construction of standpipe storage tank
Bethany Public Works Authority	\$2,500,000.00	Repairing Granular Activated Carbon (GAC) filter
Blackwell Municipal Authority	\$1,575,000.00	Construct a new clearwell or clearwells
Blackwell Municipal Authority	\$12,250,000.00	Rehabilitation of the filtration system at plant
Boise City Public Works Authority	\$999,999.00	Demolition of an existing elevated storage tank
Bokchito Public Utilities Authority	\$150,000.00	Rehabilitating water system.
Boynton Public Works Authority	\$999,999.00	Replace water tank
Breckinridge Public Works Authority	\$275,442.82	Installing a waterline to secure clean water
Bridgeport Public Works Authority	\$450,000.00	Install a liner in the water tower.
Broken Bow Public Works Authority	\$50,000,000.00	Improving water system's clarification /filtration
Burnt Cabin Rural Water District Incorporated	\$974,762.18	Replacing the existing intake pumps
Caddo County Rural Water District #1	\$1,000,000.00	Remediate Arsenic problem.
Calera Public Works Authority	\$513,851.36	Three new groundwater wells & rehab filtration
Calvin Public Works Authority	\$160,000.00	Replacing old water meters
Canadian County RWS & SWMD #4 (Green V:	\$3,500,000.00	Construction of water mains, booster stations.
Canute Public Works Authority	\$999,999.00	Install water main
Carmen Public Works Authority	\$803,740.61	Construction of a new water wel.
Carney Public Utilities Authority	\$82,600.00	Lead and Copper Survey
Chandler Municipal Authority	\$1,100,000.00	Installation of Chlorine Dioxide building
Checotah Public Works Authority	\$881,650.00	Rehabilitation of 1 million gallon clearwell
Checotah Public Works Authority	\$1,341,638.20	Water treatment plant improvements

Chicotah Public Works Authority	\$100,000.00	Water treatment plant improvements - LF portion
Chelsea Economic Development Authority	\$312,818.96	Construct a new solids contact clarifier
Cherokee County Rural Water District #11	\$466,637.07	Expansion of WTP on existing site.
Cherokee County Rural Water District #12	\$261,116.00	Replacing aged and deteriorated waterlines
Cherokee County Rural Water District #16	\$783,379.13	Wildcat steel line replacement
Cherokee County Rural Water District #16	\$321,800.00	galvanized line replacement (counts for lead)
Cherokee County Rural Water District #7	\$877,150.00	Replacing two miles of water line
Cherokee Development Authority	\$2,000,000.00	Water main replacements
Cheyenne Utility Authority	\$819,550.00	Planning, design, and replacement of lead service lines.
Cheyenne Utility Authority	\$800,000.00	Constructing new clearwell and distribution pump
Chickasha Municipal Authority	\$35,000,000.00	Construction of a new water treatment plant.
Choctaw County Rural Water & Sewer District	\$1,300,000.00	Connecting water lines with Choctaw County RWD 3
Choctaw Utilities Authority	\$2,000,000.00	Looping of the CUA 12-inch watermain
Chouteau Public Works Authority	\$1,000,000.00	Replacing water lines that have leaks
Chouteau Public Works Authority	\$1,000,000.00	Replacement of lead service lines
Claremore Public Works Authority	\$1,900,000.00	Planning, design, and replacement of lead service lines.
Clarita-Olney Rural Water District	\$36,421.80	Installing SCADA and an Automated Meter System
Cleveland County RWSG & SWMD	\$999,999.00	Extend water systems
Cleveland Municipal Authority	\$100,000.00	Install an aeration & mixing system
Comanche Public Works Authority	\$488,100.00	Raw water line replacement
Comanche Public Works Authority	\$60,000.00	Planning, design, and replacement of lead service lines.
Commerce Development Authority	\$167,894.80	Replacing water lines
Creek County Rural Water District #1	\$378,000.00	Installation of approx 2.5 miles of water line
Creek County Rural Water District #1	\$134,458.70	Installation of generators at 4 pump stations
Creek County Rural Water District #5	\$500,000.00	Construction of a new water well
Crescent Public Works Authority	\$975,000.00	Installation of water main
Cushing Municipal Authority	\$50,000.00	Replacement of lead service lines
Custer City Public Works Authority	\$800,000.00	repl approx 6800 linear ft of failing water line
Custer County Rural Water District #3	\$999,999.00	Water system improvements
Davenport Utility Authority	\$379,400.00	Replace a pressure reducing valve.
Delaware County Rural Water District #12	\$6,470,795.00	Phase 1 improvements to address storage, pressure
Delaware County Rural Water District #3	\$800,000.00	Construction of a 12-inch water line extension

Devol Public Works Authority	\$100,000.00	Water treatment improvements
Dewar Public Works Authority	\$750,000.00	Booster station improvements and line replacements
Dill City Public Works Authority	\$920,265.00	Drilling a new water well
Drummond Public Works Authority	\$170,300.00	Replacement of lead service lines
Duke Municipal Authority	\$278,766.73	Construction of a new well
Durant City Utilities Authority	\$34,798,540.00	Installation of a 24" watermain
Edmond Public Works Authority	\$24,743,935.95	WTP Improvements
Edmond Public Works Authority	\$1,135,692.66	Installation of a 24 inch water line
Edmond Public Works Authority	\$24,455,711.09	Arcadia Lake Water Treatment Plant Expansion
Edmond Public Works Authority	\$34,838,691.54	Raw Water and Finished Water Transmission
Edmond Public Works Authority	\$10,000,000.00	Design and install elevated water storage
Edmond Public Works Authority	\$21,000,000.00	AI-35 Complex Storage Improvements (TANK-02)
Elk City Public Works Authority	\$2,255,017.70	Replacement approx 14,000 linear ft of water main
Ellis County Rural Water District #1	\$75,000.00	Install water storage tank & pump station
Enid Municipal Authority	\$5,578,231.35	Kaw Lake Project construction
Enid Municipal Authority	\$1,051,089.74	Replace water lines in the system
Enid Municipal Authority	\$26,926,943.00	Planning, design, and replacement of lead service lines.
Erick Public Works Authority	\$747,570.53	Replacement of an existing raw water main
Eufaula Public Works Authority	\$800,000.00	Construct a 0.9 MG water storage standpipe.
Eufaula Public Works Authority	\$8,100,000.00	Planning, design, and replacement of lead service lines.
Fairfax Public Works Authority	\$800,000.00	Correct intake issues and water line replace
Fort Towson Public Works Authority	\$2,000,000.00	Construct a new water tower or standpipe.
Foss Reservoir Master Conservancy District	\$15,000,000.00	Bring the plant to 4.5 MGD firm capacity
Foss Reservoir Master Conservancy District	\$20,000,000.00	Install three new 1.25 MGD DAF filters
Francis Public Works Authority	\$1,527,364.14	Replace a deteriorating water tower
Francis Public Works Authority	\$1,578,517.00	Planning, design, and replacement of lead service lines.
Frederick Public Works Authority	\$452,747.50	New remote read water meters and software system
Frederick Public Works Authority	\$100,000.00	Install chlorine dioxide feed system
Frederick Public Works Authority	\$2,500,000.00	Replacement of lead service lines
Garfield County Rural Water District #5	\$94,605.87	Drilling a new water well
Garfield County Rural Water District #6	\$2,205,000.00	Install a booster pump.
Geary Utilities Authority	\$500,000.00	P&D Lead lines

Geronimo Public Works Authority	\$450,000.00	Planning, design, and replacement of lead service lines.
GMC Utility Trust Authority	\$10,300,000.00	Installing water storage facility
Gore Public Works Authority	\$1,081,649.97	Rehabilitation of 1992 Water Treatment Units
Grady County RWS & SWMD #2	\$980,197.00	Various water system improvement projects
Grand Lake Public Works Authority	\$2,500,000.00	6,150 linear feet of twelve-inch HDPE waterline
Granite Public Works Authority	\$483,342.63	Installing an Automated Metering System
Guymon Utilities Authority	\$20,000,000.00	Construct a new facility for reuse of wastewater.
Healdton Municipal Authority	\$750,000.00	Install approx 1120 new remote read water meters
Henryetta Municipal Authority	\$821,300.00	Installation of approx 750 remote water meters
Hobart Public Works Authority	\$926,155.00	Installation of 1,839 new remote-read water meters
Holdenville Public Works Authority	\$28,215.00	Install aeration system & toc analyzer for WP
Holdenville Public Works Authority	\$800,000.00	Install new AMR
Hooker Municipal Authority	\$750,000.00	Construction of new water tower and water lines
Hooker Municipal Authority	\$200,000.00	Repair water tower
Hugo Municipal Authority	\$100,000.00	Intall tank mixing system to assist DBP's
Indianoma Public Works Authority	\$450,000.00	Planning, design, and replacement of lead service lines.
Jay Utilities Authority	\$1,875,786.60	Expansion of the existing treatment plant.
Jefferson County Consolidated Rural Water and	\$411,000.00	Constructing 2 new well houses
Jenks Public Works Authority	\$2,000,000.00	Planning, design & replacement lead service lines
Jet Utilities Authority	\$991,700.00	Planning, design, replacement of lead distribution
Kansas Public Works Authority	\$2,000,000.00	Replace all water lines and remove storage tanks
Kenefic Utilities Authority	\$5,900,000.00	Constructing a replacement water well
Kingfisher Public Works Authority	\$1,000,000.00	Install a SCADA automation system for water wells
Konawa Public Works Authority	\$1,983,665.00	Rehabilitation of standpipe water storage tank
Konawa Public Works Authority	\$2,100,000.00	Drilling four wells north od Konawa.
Konawa Public Works Authority	\$1,500,000.00	Replacing water lines throughout the city
Krebs Utilities Authority	\$12,000,000.00	Design and construct a new water treatment plant
Langley Public Works Authority	\$1,283,074.00	Constructing 120,000-gallon elevated storage tank
Langston Public Works Authority	\$950,000.00	Upgrade meters
Latimer County Rural Water District #1	\$799,095.00	Upgrading meters
Latimer County Rural Water District #2	\$1,005,455.00	Modifying an existing booster station
Lawton Water Authority	\$4,272.94	Area wide SCADA

Lawton Water Authority	\$1,456,792.71	Design & construct two water main line replacement
Lawton Water Authority	\$3,900,876.33	Project 1, Water System Rehabilitation
Lawton Water Authority	\$2,484,880.12	Project 2, Water System Rehabilitation
Lawton Water Authority	\$13,982,450.74	Project 3, Water System Rehabilitation
LeFlore County Rural Water District #17	\$139,930.60	Standpipe remediation
LeFlore County Rural Water District #18	\$670,450.00	Replacing water meters with AMR
LeFlore County Rural Water District #3	\$923,015.00	Installing aeration systems
Lexington Public Works Authority	\$1,500,000.00	Constructing a new water tower
Lindsay Public Works Authority	\$800,000.00	Installation of 4,200 linear feet of water main
Logan County RWS & SWMD #1	\$1,085,518.00	Constructing 44,170 L.F. of 8" Waterline
Major County RWS & SWMD #1	\$1,272,500.00	Replacing the main water source transmission line
Marietta Public Works Authority	\$648,766.92	Construct new groundwater well & new storage tank
Marlow Municipal Authority	\$4,900,000.00	construction of approx 3 miles / 12" water main
Mayes County Rural Water District #8	\$166,690.50	Installing an Automated Meter System
Maysville Municipal Authority	\$6,500,000.00	2 new wells, construct new WTP
Maysville Municipal Authority	\$100,000.00	2 new wells, construct new WTP - LF Portion
McAlester Public Works Authority	\$5,636,907.68	Replace water transmission and distribution lines
McCurtain County Rural Water District #1	\$2,990,000.00	Replace AC water mains with PVC pipe.
McCurtain County Rural Water District #8	\$6,500,000.00	Replace 10.5 miles of water line.
McCurtain County Rural Water District #9	\$1,340,867.05	Install elevated storage tank.
McCurtain County Rural Water District #9	\$445,041.75	Install elevated storage tank. - LF Portion
McCurtain County Rural Water District #9	\$2,458,528.60	Install an elevated storage tank
Miami Special Utilities Authority	\$1,225,655.00	Line Work
Miami Special Utilities Authority	\$475,500.00	Installation of a chlorination building
Midwest City Municipal Authority	\$1,904,000.00	WTP improvements
Midwest City Municipal Authority	\$670,500.00	Replacement of lead service lines
Minco Municipal Authority	\$800,000.00	Replacing water main lines
Morris Public Works Authority	\$999,999.00	Rehabilitate booster station
Murray County Rural Water District #1	\$2,000,000.00	Replacement of antiquated mains
Muskogee County Rural Water District #6	\$500,000.00	Planning, design, and replacement of lead service lines.
Muskogee County Rural Water District #7	\$300,000.00	Construction of waterlines
Muskogee Municipal Authority	\$2,835,147.08	Replace waterlines, water aeration

Mustang Improvement Authority	\$8,800,000.00	Construction of 1 million-gallon storage tower.
Nash Public Works Authority	\$793,283.45	Water tower replacement
New Cordell Utilities Authority	\$359,103.52	Replacing existing water lines & improvements.
Newcastle Public Works Authority	\$2,500,000.00	Installation of water meters for replacement
Norman Utilities Authority	\$16,000,000.00	Install collection lines (IV)
Norman Utilities Authority	\$5,000,000.00	Replacement of lead service lines
Nowata Municipal Authority	\$569,178.87	Construct a composite elevated storage tank.
Nowata Municipal Authority	\$450,000.00	Rehabilitation of water treatment plant
Nowata Municipal Authority	\$650,000.00	Planning, design, and replacement of lead service lines.
Oilton Public Works Authority	\$750,000.00	Lead service line replacement P&D
Okfuskee County Rural Water District #2	\$800,000.00	Line extensions and SCADA system upgrades
Oklahoma City Water Utilities Trust	\$998,957.84	Various projects
Oklahoma City Water Utilities Trust	\$15,481,963.52	Various projects
Oklahoma City Water Utilities Trust	\$65,069,427.30	7 WTP projects
Oklahoma City Water Utilities Trust	\$433,750.00	Lead service line inventory
Oklahoma City Water Utilities Trust	\$1,700,000.00	Lead Service Line Project
Okmulgee Co. RWD #4	\$73,326.56	Replace old PVC pipe
Okmulgee County Rural Water District #2	\$1,226,500.00	Various water system improvements
Okmulgee County Rural Water District #5	\$346,936.08	Installing an Automated Meter System (AMR)
Okmulgee County Rural Water District #7	\$1,187,100.00	Replacing a water pump station and tower
Olustee Public Works Authority	\$978,615.08	Construction of a new water tower
Osage County Rural Water District #21	\$1,100,000.00	Modification of the existing water treatment plant
Osage County Rural Water District #21	\$2,001,500.00	Rpl existing equipment w/ package treatment unit
Ottawa County Rural Water District #4	\$999,999.00	Install automatic water meters
Ottawa County Rural Water District #5	\$400,000.00	Construction of 13,500ft water line
Ottawa County Rural Water District #5	\$800,000.00	Replacing water lines
Pawhuska Public Works Authority	\$1,000,000.00	Install 9,000 LF PVC waterline.
Pawhuska Public Works Authority	\$1,000,000.00	Replacement of lead service lines
Pawnee County Rural Water District #2	\$1,250,000.00	Construction of two water wells
Pawnee Public Works Authority	\$38,520.59	Replacement of 970 meters with automated meters
Payne County Rural Water District #3	\$800,000.00	Upgrade water metering system to AMI
Perkinds Public Works Authority	\$766,842.00	Lead service line project

Pontotoc County Rural Water District #6	\$38,873.80	Water meter replacements & pressure management
Porum Public Works Authority	\$6,296,510.00	Line replacement & proposed water storage tank
Poteau Public Works Authority	\$150,000.00	Replacement of lead service lines
Poteau Valley Improvement Authority	\$800,000.00	Construction of a booster pump station
Pushmataha County Rural Water District #1	\$700,000.00	Water line extension / replacement
Pushmataha County Rural Water District #3	\$1,500,000.00	Treatment plant rehab and water line upgrade
Quartz Mountain Regional Water	\$1,500,000.00	RO system replaced with ion exchange plant
Ringling Municipal Authority	\$524,300.00	Clean existing elevated potable water storage tank
Rogers County Rural Water District #4	\$3,600,000.00	Addition of a third Actifloc clarification unit
Rogers Mills County RWS & SWMD #2	\$800,000.00	Construct standpipe
Roland Utility Authority	\$1,691,259.21	Install a 500,000 gallon water tank
Salina Public Works Authority	\$48,543.24	Demolish abandoned water treatment plant
Salina Public Works Authority	\$2,100,000.00	Replacing the Jetton Hill Water Tank
Salina Public Works Authority	\$1,300,000.00	Various water system improvements
Sardis Lake Water Authority	\$1,300,200.00	Addressing issues for DBP violations
Sayre Public Works Authority	\$72,563.72	Replace water meters
Sayre Public Works Authority	\$2,800,000.00	Planning, design, and replacement of lead service lines.
Sayre Public Works Authority	\$800,000.00	Replacing existing corroded galvanized lines
Seiling Public Works Authority	\$1,125,500.00	Erect a new water tower.
Seiling Public Works Authority	\$678,754.00	Install AMI
Seminole Municipal Authority	\$1,656,215.00	Automated water system
Sequoyah County RWSG & SWMD #7	\$1,000,000.00	Purchasing new 200,000-gallon water storage tank
Shell Creek Rural Water District #12	\$385,350.00	waterline replacement & water well improvement
Snyder Public Works Authority	\$5,298,761.00	Construct new disinfection system
Spencer Utilities Authority	\$1,250,000.00	Replacement of lead service lines
Stephens County Rural Water & Sewer District	\$855,000.00	Remove and replace raw water storage tanks
Sterling Public Works Authority	\$450,000.00	Planning, design, and replacement of lead service lines.
Stillwater Utilities Authority	\$292,851.85	Install water lines
Stillwater Utilities Authority	\$26,856,791.86	Contruction of WTP & clearwell replacement
Stillwater Utilities Authority	\$4,500,000.00	Construction of a waterline
Stillwater Utilities Authority	\$81,200,000.00	Construction of new 25 MGD pump station
Stillwater Utilities Authority	\$37,000,000.00	Yost, NE Zone Waterline, and Tank Rehab

Stillwater Utilities Authority	\$37,000,000.00	Construction of conveyance for raw storage
Stillwater Utilities Authority	\$37,000,000.00	Construction of pump station for raw storage
Stillwater Utilities Authority	\$37,000,000.00	Rehab Kaw Pipeline and/or add parallel crossing
Stillwater Utilities Authority	\$37,000,000.00	Water Line from WTP to 6th Street
Stilwell Area Development Authority	\$6,232,896.67	WTP expansion
Temple Utilities Authority	\$450,000.00	Lead lines
The Carnegie Public Works Authority	\$800,000.00	Water line replacement
Thomas Public Works Authority	\$118,560.00	Replace lead service lines
Tillman County Rural Water District #1	\$590,000.00	Various water system improvements
Tipton Public Works Authority	\$410,000.00	Various water system improvements
Tonkawa Municipal Authority	\$120,000.00	Planning, design, and replacement of lead service lines.
Tri-County Rural Water District #2	\$1,250,000.00	Replacement of lead service lines
Tryon Utility Authority	\$100,000.00	Planning, design, and replacement of lead service lines.
Tulsa Metropolitan Utility Authority	\$500,000.00	Planning, design, and replacement of lead service lines.
Tulsa Metropolitan Utility Authority	\$54,000,000.00	Replacement of lead service lines
Vinita Utilities Authority	\$1,709,200.00	Removing/replacing filter media/underdrain system
Wagoner County Rural Water District #5	\$3,729,184.17	New 5.0 process building, high service pump.
Wagoner County Rural Water District #5	\$20,000,000.00	Treatment solution for current PFAS issues
Wagoner County RWSG & SWMD #4	\$4,300,000.00	Replacement of existing waterline
Wagoner County RWSG & SWMD #9	\$6,500,000.00	Water system improvements
Walters Public Works Authority	\$1,600,000.00	Construct a new 300,000 gallon water tower
Wayne Public Works Authority	\$4,157,600.00	Water treatment plant rehabilitation
Weatherford Public Works Authority	\$1,448,040.00	Upgrading meter reading system.
Westville Utility Authority	\$1,468,485.75	Construction of elevated steel water storage tank
Wetumka Municipal Authority	\$573,948.08	Water tower repairs and AMR
Wewoka Public Works Authority	\$59,067.99	Construct new 500,000 gallon baffled clearwell
Wewoka Public Works Authority	\$9,386,895.00	Construct a new Water Treatment Plant
Wewoka Public Works Authority	\$1,600,000.00	Planning, design, and replacement of lead service lines.
Wilson Public Works Authority	\$1,073,851.00	Drill a new well
	\$ 1,151,768,107.37	

THE OKLAHOMA WATER RESOURCES BOARD MET IN REGULAR SESSION ON THE 16TH DAY OF JUNE 2026, AT 9:30 A.M., IN THE BOARD ROOM OF THE OKLAHOMA WATER RESOURCES BOARD, 3800 NORTH CLASSEN BOULEVARD, OKLAHOMA CITY, OKLAHOMA.

Board Members Present:

Absent:

Thereupon, the Chairman introduced a resolution (the "Resolution") authorizing Board staff to transfer and allocate returned and/or unused American Rescue Act Plan ("ARPA") funds appropriated to the Oklahoma Water Resources Board to any ARPA program water and wastewater projects previously approved by the Board as authorized by House Bill 4075 (2026) without further Board approval. Any additional funds allocated to a project shall be subject to the existing grant agreement between the receiving entity and the Board. Upon completion of discussion with respect to such resolution, Board member _____ moved the adoption of the resolution, which motion was seconded by Board member _____. The Board was polled on the question of the adoption of said resolution, resulting in its adoption by the following vote:

Aye:

Nay:

The Resolution as adopted, is as follows:

RESOLUTION AUTHORIZING THE BOARD STAFF TO TRANSFER AND ALLOCATE RETURNED AND/OR UNUSED AMERICAN RESCUE PLAN ACT FUNDS APPROPRIATED TO THE OKLAHOMA WATER RESOURCES BOARD TO ANY AMERICAN RESCUE PLAN ACT PROGRAM WATER AND WASTEWATER PROJECTS PREVIOUSLY APPROVED BY THE BOARD AS AUTHORIZED BY HOUSE BILL 4075 (2026) WITHOUT FURTHER BOARD APPROVAL; APPROVING AND AUTHORIZING THE EXECUTION OF ANY DOCUMENTS AS MAY BE REQUIRED FOR THE DISTRIBUTION OF FUNDS.

ADOPTED this 16th day of June, 2026.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings, Jr., Secretary

(SEAL)

Reviewed by:

Lori Johnson, Chief
Financial Assistance Division

3.C. SUMMARY DISPOSITION AGENDA ITEMS

FINANCIAL ASSISTANCE DIVISION

June 16, 2026

REAP GRANT APPLICATION
RECOMMENDED FOR APPROVAL

APPLICANT: Town of Corn
COUNTY: Washita

DATE RECEIVED: 09/01/2025
APPLICATION NUMBER: FAP-26-0042-R

Amount Requested: \$75,000.00

Amount Recommended: \$75,000.00

PROJECT DESCRIPTION: The Town of Corn (Town) operates a wastewater system. The Town is experiencing infiltration and inflow (I&I) issues throughout the wastewater collection system. As a result of these deficiencies, the Town has been issued Consent Order #22-181 requiring corrective action to address and mitigate the identified issues. The proposed project, which directly addresses an issue within the consent order, is to remove and replace approximately 400 linear feet of 8-inch sewer main with new poly pipe, rehabilitate two manholes, plus all appurtenances required to complete the project. The estimated cost of the project is \$75,000.00 which will be funded by the OWRB REAP grant in the amount of \$75,000.00.

Priority Ranking			Priority Points
Population <u>592</u> (Maximum: 55 points)			<u>55</u>
WATER AND SEWER RATE STRUCTURE (Maximum: 13 points)			
Water rate per 5,000 gal/month:	\$ 32.25	() Flat rate	<u>-3</u>
Sewer rate per 5,000 gal/month:	<u>20.00</u>	() Decreasing Block	<u>-2</u>
Total	\$ 52.25	() Uniform	<u>0</u>
		(X) Increasing Block	<u>+2</u>
	<u>8</u> points	(X) Sales tax (W/S)	<u>+1</u>
INDEBTEDNESS PER CUSTOMER (Maximum: 10 points)			
Total Indebtedness:	\$ 0.00		
Monthly Debt Payment:	\$ 0.00		<u>0</u>
Number of Customers:	232		
Monthly Payment Per Customer:	\$ 0.00		
MEDIAN HOUSEHOLD INCOME \$ 56,058.00		(Maximum: 10 points)	<u>0</u>
ABILITY TO FINANCE PROJECT (Maximum: 12 points)			
FP =	$\frac{(\$75,000.00)}{(232)}$	$\frac{(0.0710)}{(12)}$	= \$ 1.91
AMOUNT OF GRANT REQUESTED (Maximum: 5 points)			
AR =	\$75,000.00		<u>2</u>
REQUEST NUMBER	<u>1</u>		<u>(5)</u>
ENFORCEMENT ORDER	<u>Yes</u>	(Maximum: 5 points)	<u>5</u>
BENEFIT OF PROJECT TO OTHER SYSTEMS	<u>No</u>		<u>0</u>
FISCAL SUSTAINABILITY			<u>3</u>
TOTAL PRIORITY POINTS			<u>76</u>

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER OF REAP GRANT APPLICATION)
NO. FAP-26-0042-R IN THE NAME OF THE)
TOWN OF CORN,)
WASHITA COUNTY, OKLAHOMA.)

PROPOSED
ORDER APPROVING REAP GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of June 2026. The Board finds that since the application for this grant has received a priority ranking of 76 points under Chapter 50 of the Board's Rules and that since sufficient funds are available in the REAP Grant Account of the Water Resources Fund, the grant application for an amount not to exceed \$75,000.00 should be approved to be advanced for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the REAP grant shall not exceed \$75,000.00.
2. REAP Grant funds shall be deposited in a separate account with a federally insured financial institution.
3. Applicants who have raised water and/or sewer rates resulting in an advancement in position of priority for assistance shall not modify those rates after receipt of the REAP grant without the prior written consent of the Board, unless such modification would not result in a change in position of priority.
4. The applicant shall fully document disbursement of REAP grant funds as required by the Board or its staff. Further, applicant shall maintain proper books, records, and supporting documentation, and make the same available for inspection by the Board or its staff. Disbursement of grant funds without supporting documentation shall be considered and deemed unauthorized expenditure of grant funds.
5. The applicant shall return any unexpended REAP grant funds to the Board within thirty (30) days of completion of the project or within thirty (30) days from the applicant's receipt of all invoices, whichever is later.

6. The project shall be to remove and replace approximately 400 linear feet of 8-inch sewer main with new poly pipe, rehabilitate two manholes as well as other related construction and necessary appurtenances, as more fully described in the engineering report included in applicant's grant application. Applicant is authorized to expend the REAP grant funds only for purposes of completing such project. The applicant shall return or otherwise pay to the Board, any REAP grant funds expended for unauthorized or unallowable purposes. Any funds due to be returned by the applicant under this paragraph shall additionally bear interest at the maximum rate allowed by law until repaid in full. Whenever there is any doubt as to whether an expenditure is authorized, the applicant shall consult with Board staff and obtain staff's answer before making the expenditure.
7. Furthermore, prior to and during the construction period, Town of Corn is required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and grant policies.

SO ORDERED this 16th day of June 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Rural Water District No. 4, Okmulgee County, Oklahoma

Loan Application No.: ORF-25-0049-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$73,326.56

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 approximately 13,000 linear feet of existing water lines, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$73,326.56	Project	\$654,488.56
SUDC Grant	\$600,162.00	Bond Counsel	40,000.00
Local Funds	\$23,500.00	Local Counsel	2,500.00
Total	\$696,988.56	Total	\$696,988.56

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-25-0049-DW IN THE NAME OF)
RURAL WATER DISTRICT NO. 4)
OKMULGEE COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, Rural Water District No. 4, Okmulgee County, Oklahoma (the "Applicant") has made its Application for Funding No. ORF-25-0049-DW (the "Loan Application") to the Board and to the Oklahoma Department of Environmental Quality (the "DEQ") for a loan from the Drinking Water Treatment Revolving Loan Account (the "DWSRF"), pursuant to Title 82 Oklahoma Statutes 2021, Sections 1085.71 *et seq.*, as amended; and

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

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

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

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

Application for Funding No. ORF-25-0049-DW in the name of Rural Water District No. 4, Okmulgee County, Oklahoma 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 replace approximately 13,000 linear feet of existing water lines (i), 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 \$73,326.56.
2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-

**ORDER APPROVING LOAN APPLICATION
RURAL WATER DISTRICT NO. 4, OKMULGEE COUNTY, OKLAHOMA
ORF-25-0049-DW**

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

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

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

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

So ordered this 16th day of June, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
RURAL WATER DISTRICT NO. 4, OKMULGEE COUNTY, OKLAHOMA
ORF-25-0049-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Wetumka Municipal Authority, Hughes County

Loan Application No.: ORF-26-0008-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$573,948.08

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) rehabilitate water tower and install approximately 517 Automated Meter Reader (AMR) water meters, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$573,948.08	Project	\$578,548.08
Bank Loan	27,100.00	Bond Counsel	20,000.00
		Local Counsel	2,500.00
Total	\$601,048.08	Total	\$601,048.08

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-26-0008-DW IN THE NAME OF)
WETUMKA MUNICIPAL AUTHORITY)
HUGHES COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, Wetumka Municipal Authority (the "Applicant") has made its Application for Funding No. ORF-26-0008-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-26-0008-DW in the name of Wetumka 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) rehabilitate water tower and install approximately 517 Automated Meter Reader (AMR) water meters, 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 \$573,948.08.

2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-

**ORDER APPROVING LOAN APPLICATION
WETUMKA MUNICIPAL AUTHORITY
ORF-26-0008-DW**

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

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

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

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

So ordered this 16th day of June, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
WETUMKA MUNICIPAL AUTHORITY
ORF-26-0008-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Seiling Public Works Authority, Dewey County

Loan Application No.: ORF-26-0035-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$683,261.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) install approximately 621 water meters and automatic metering infrastructure (AMI) technology, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$683,261.00	Project	\$663,680.00
Local Funds	15,419.00	Bond Counsel	32,500.00
		Local Counsel	2,500.00
Total	\$698,680.00	Total	\$698,680.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-26-0035-DW IN THE NAME OF)
THE SEILING PUBLIC WORKS AUTHORITY)
DEWEY COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, The Seiling Public Works Authority (the "Applicant") has made its Application for Funding No. ORF-26-0035-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-26-0035-DW in the name of The Seiling Public Works Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) install approximately 621 water meters and automatic metering infrastructure (AMI) technology, 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 \$683,261.00.

2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-

**ORDER APPROVING LOAN APPLICATION
THE SEILING PUBLIC WORKS AUTHORITY
ORF-26-0035-DW**

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

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

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

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

So ordered this 16th day of June, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
THE SEILING PUBLIC WORKS AUTHORITY
ORF-26-0035-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Perkins Public Works Authority, Payne County

Loan Application No.: ORF-26-0032-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$766,842.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) remove lead service lines throughout the system, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$766,842.00	Project	\$731,842.00
		Bond Counsel	32,500.00
		Local Counsel	2,500.00
Total	<u><u>\$766,842.00</u></u>	Total	<u><u>\$766,842.00</u></u>

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-26-0032-DW IN THE NAME OF)
PERKINS PUBLIC WORKS 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 16th day of June, 2026.

WHEREAS, Perkins Public Works Authority (the "Applicant") has made its Application for Funding No. ORF-26-0032-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-26-0032-DW in the name of Perkins Public Works Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) remove lead service 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 \$766,842.00.

2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-obligate all or a portion of the loan funds in order to be used by the Board to make other DWSRF

**ORDER APPROVING LOAN APPLICATION
PERKINS PUBLIC WORKS AUTHORITY
ORF-26-0032-DW**

loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from the DWSRF in accordance with the DWSRF program regulations as approved by the United States Environmental Protection Agency.

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

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

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

So ordered this 16th day of June, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
PERKINS PUBLIC WORKS AUTHORITY
ORF-26-0032-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Rural Water, Sewer and Solid Waste Management District No. 2,
Beckham County, Oklahoma

Loan Application No.: ORF-25-0038-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$793,795.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) construct a standpipe, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$793,795.00	Project	\$771,450.00
		Bond Counsel	19,845.00
		Local Counsel	2,500.00
Total	\$793,795.00	Total	\$793,795.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-25-0038-DW IN THE NAME OF)
RWS AND SWMD NO. 2)
BECKHAM COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, Rural Water, Sewer and Solid Waste Management District No. 2, Beckham County, Oklahoma (the "Applicant") has made its Application for Funding No. ORF-25-0038-DW (the "Loan Application") to the Board and to the Oklahoma Department of Environmental Quality (the "DEQ") for a loan from the Drinking Water Treatment Revolving Loan Account (the "DWSRF"), pursuant to Title 82 Oklahoma Statutes 2021, Sections 1085.71 *et seq*, as amended; and

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

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

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

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

Application for Funding No. ORF-25-0038-DW in the name of Rural Water, Sewer and Solid Waste Management District No. 2, Beckham County, Oklahoma be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) construct a standpipe, 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 \$793,795.00.
2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i)

**ORDER APPROVING LOAN APPLICATION
RWS AND SWMD NO. 2, BECKHAM COUNTY, OKLAHOMA
ORF-25-0038-DW**

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 Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from the DWSRF in accordance with the DWSRF program regulations as approved by the United States Environmental Protection Agency.

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

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

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

So ordered this 16th day of June, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
RWS AND SWMD NO. 2, BECKHAM COUNTY, OKLAHOMA
ORF-25-0038-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Rural Water District No. One, Latimer County, Oklahoma

Loan Application No.: ORF-26-0022-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$799,095.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) install 1,475 AMR meters and SCADA system, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$799,095.00	Project	\$776,595.00
Local Funds	28,000.00	Bond Counsel	30,000.00
		Financial Advisor	18,000.00
		Local Counsel	2,500.00
Total	\$827,095.00	Total	\$827,095.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-26-0022-DW IN THE NAME OF)
RURAL WATER DISTRICT NO. ONE)
LATIMER COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, Rural Water District No. One, Latimer County, Oklahoma (the "Applicant") has made its Application for Funding No. ORF-26-0022-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-26-0022-DW in the name of Rural Water District No. One, Latimer County, Oklahoma 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 1,475 AMR meters and SCADA 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 \$799,095.00.

2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-obligate all or a portion of the loan funds in order to be used by the Board to make other DWSRF

**ORDER APPROVING LOAN APPLICATION
RURAL WATER DISTRICT NO. ONE, LATIMER COUNTY, OKLAHOMA
ORF-26-0022-DW**

loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from the DWSRF in accordance with the DWSRF program regulations as approved by the United States Environmental Protection Agency.

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

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

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

So ordered this 16th day of June, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
RURAL WATER DISTRICT NO. ONE, LATIMER COUNTY, OKLAHOMA
ORF-26-0022-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Carnegie Public Works Authority, Caddo County

Loan Application No.: ORF-25-0017-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$800,000.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) install approximately 1,315 linear feet of water line, a booster pump station, a chemical feed station, and rehabilitate the SCADA system, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$800,000.00	Project	\$777,500.00
		Bond Counsel	20,000.00
		Local Counsel	2,500.00
Total	\$800,000.00	Total	\$800,000.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-25-0017-DW IN THE NAME OF)
THE CARNEGIE PUBLIC WORKS AUTHORITY)
CADDO COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, The Carnegie Public Works Authority (the "Applicant") has made its Application for Funding No. ORF-25-0017-DW (the "Loan Application") to the Board and to the Oklahoma Department of Environmental Quality (the "DEQ") for a loan from the Drinking Water Treatment Revolving Loan Account (the "DWSRF"), pursuant to Title 82 Oklahoma Statutes 2021, Sections 1085.71 *et seq.*, as amended; and

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

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

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

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

Application for Funding No. ORF-25-0017-DW in the name of The Carnegie Public Works Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) install approximately 1,315 linear feet of water line, a booster pump station, a chemical feed station, and rehabilitate the SCADA 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 \$800,000.00.

2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-

**ORDER APPROVING LOAN APPLICATION
THE CARNEGIE PUBLIC WORKS AUTHORITY
ORF-25-0017-DW**

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

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

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

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

So ordered this 16th day of June, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
THE CARNEGIE PUBLIC WORKS AUTHORITY
ORF-25-0017-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Cheyenne Utility Authority, Roger Mills County

Loan Application No.: ORF-25-0047-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$800,000.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) construct a clearwell and a pump station, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$800,000.00	Project	\$1,205,245.39
Local Funds	432,745.39	Bond Counsel	25,000.00
		Local Counsel	2,500.00
Total	\$1,232,745.39	Total	\$1,232,745.39

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-25-0047-DW IN THE NAME OF)
CHEYENNE UTILITY AUTHORITY)
ROGER MILLS COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, Cheyenne Utility Authority (the "Applicant") has made its Application for Funding No. ORF-25-0047-DW (the "Loan Application") to the Board and to the Oklahoma Department of Environmental Quality (the "DEQ") for a loan from the Drinking Water Treatment Revolving Loan Account (the "DWSRF"), pursuant to Title 82 Oklahoma Statutes 2021, Sections 1085.71 *et seq*, as amended; and

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

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

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

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

Application for Funding No. ORF-25-0047-DW in the name of Cheyenne Utility Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) construct a clearwell and a pump station, 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 \$800,000.00.

2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-obligate all or a portion of the loan funds in order to be used by the Board to make other DWSRF

**ORDER APPROVING LOAN APPLICATION
CHEYENNE UTILITY AUTHORITY
ORF-25-0047-DW**

loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from the DWSRF in accordance with the DWSRF program regulations as approved by the United States Environmental Protection Agency.

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

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

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

So ordered this 16th day of June, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

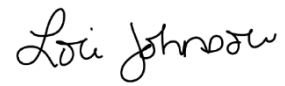
ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
CHEYENNE UTILITY AUTHORITY
ORF-25-0047-DW**

Reviewed By:

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

Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Rural Water District No. 2, Okfuskee County, Oklahoma

Loan Application No.: ORF-26-0003-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$800,000.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) rehabilitate approximately five standpipes, install a SCADA system, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$800,000.00	Project	\$777,500.00
		Bond Counsel	20,000.00
		Local Counsel	2,500.00
Total	\$800,000.00	Total	\$800,000.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-26-0003-DW IN THE NAME OF)
RURAL WATER DISTRICT NO. 2)
OKFUSKEE COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, Rural Water District No. 2, Okfuskee County, Oklahoma (the "Applicant") has made its Application for Funding No. ORF-26-0003-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-26-0003-DW in the name of Rural Water District No. 2, Okfuskee County, Oklahoma 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 approximately five standpipes, install a SCADA 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 \$800,000.00.

2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-

**ORDER APPROVING LOAN APPLICATION
RURAL WATER DISTRICT NO. 2, OKFUSKEE COUNTY, OKLAHOMA
ORF-26-0003-DW**

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

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

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

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

So ordered this 16th day of June, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
RURAL WATER DISTRICT NO. 2, OKFUSKEE COUNTY, OKLAHOMA
ORF-26-0003-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Rural Water District No. 3, Payne County, Oklahoma

Loan Application No.: ORF-26-0011-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$800,000.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) install approximately 1,875 water meters with the associated Automated Metering Infrastructure (AMI) technology throughout the system, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$800,000.00	Project	\$777,500.00
		Bond Counsel	20,000.00
		Local Counsel	2,500.00
Total	\$800,000.00	Total	\$800,000.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-26-0011-DW IN THE NAME OF)
RURAL WATER DISTRICT NO. 3)
PAYNE COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, Rural Water District No. 3, Payne County, Oklahoma (the "Applicant") has made its Application for Funding No. ORF-26-0011-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-26-0011-DW in the name of Rural Water District No. 3, Payne County, Oklahoma 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 approximately 1,875 water meters with the associated Automated Metering Infrastructure (AMI) technology 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 \$800,000.00.

2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-

**ORDER APPROVING LOAN APPLICATION
RURAL WATER DISTRICT NO. 3, PAYNE COUNTY, OKLAHOMA
ORF-26-0011-DW**

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

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

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

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

So ordered this 16th day of June, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
RURAL WATER DISTRICT NO. 3, PAYNE COUNTY, OKLAHOMA
ORF-26-0011-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Rural Water, Sewer and Solid Waste Management District No. 2,
Roger Mills County, Oklahoma

Loan Application No.: ORF-25-0033-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$800,000.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) construct a 169,000-gallon standpipe, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$800,000.00	Project	\$959,542.43
Local Funds	187,042.43	Bond Counsel	25,000.00
		Local Counsel	2,500.00
Total	\$987,042.43	Total	\$987,042.43

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-25-0033-DW IN THE NAME OF)
RURAL WATER, SEWER AND SOLID)
WASTE MANAGEMENT DISTRICT NO. 2,)
ROGER MILLS COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, Rural Water, Sewer and Solid Waste Management District No. 2, Roger Mills County, Oklahoma (the "Applicant") has made its Application for Funding No. ORF-25-0033-DW (the "Loan Application") to the Board and to the Oklahoma Department of Environmental Quality (the "DEQ") for a loan from the Drinking Water Treatment Revolving Loan Account (the "DWSRF"), pursuant to Title 82 Oklahoma Statutes 2021, Sections 1085.71 *et seq*, as amended; and

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

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

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

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

Application for Funding No. ORF-25-0033-DW in the name of Rural Water, Sewer and Solid Waste Management District No. 2, Roger Mills County, Oklahoma be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) construct a 169,000-gallon standpipe, 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 \$800,000.00.
2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order.

**ORDER APPROVING LOAN APPLICATION
RURAL WATER, SEWER AND SOLID WASTE MANAGEMENT DISTRICT NO. 2,
ROGER MILLS COUNTY, OKLAHOMA
ORF-25-0033-DW**

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 Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from the DWSRF in accordance with the DWSRF program regulations as approved by the United States Environmental Protection Agency.

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

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

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

So ordered this 16th day of June, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
RURAL WATER, SEWER AND SOLID WASTE MANAGEMENT DISTRICT NO. 2,
ROGER MILLS COUNTY, OKLAHOMA
ORF-25-0033-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Langston Public Works Authority, Logan County

Loan Application No.: ORF-26-0036-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$950,000.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) rehabilitate existing clarifiers and filters, replace valves and filter media at the water treatment plant, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$950,000.00	Project	\$924,500.00
Local Funds	29,000.00	Bond Counsel	30,000.00
		Financial Advisor	22,000.00
		Local Counsel	2,500.00
Total	\$979,000.00	Total	\$979,000.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-26-0036-DW IN THE NAME OF)
THE LANGSTON PUBLIC WORKS AUTHORITY)
LOGAN COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, The Langston Public Works Authority (the "Applicant") has made its Application for Funding No. ORF-26-0036-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-26-0036-DW in the name of The Langston Public Works Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) rehabilitate existing clarifiers and filters, replace valves and filter media at the water treatment plant, all related appurtenances (the "Project"), and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. 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 \$950,000.00.

2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-

**ORDER APPROVING LOAN APPLICATION
THE LANGSTON PUBLIC WORKS AUTHORITY
ORF-26-0036-DW**

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

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

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

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

So ordered this 16th day of June, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
THE LANGSTON PUBLIC WORKS AUTHORITY
ORF-26-0036-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Boynton Public Works Authority, Muskogee County

Loan Application No.: ORF-23-0064-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$999,999.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) install a mixing system for a water storage tank, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$999,999.00	Project	\$977,499.00
		Bond Counsel	20,000.00
		Local Counsel	2,500.00
Total	\$999,999.00	Total	\$999,999.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-23-0064-DW IN THE NAME OF)
THE BOYNTON PUBLIC WORKS AUTHORITY)
MUSKOGEE COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, The Boynton Public Works Authority (the "Applicant") has made its Application for Funding No. ORF-23-0064-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-23-0064-DW in the name of The Boynton Public Works Authority be and the same is hereby approved. Subject to and contingent upon the Board’s receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) install a mixing system for a water storage tank, 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 \$999,999.00.
2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant’s request, a reasonable extension of time to close the loan, or (ii) de-obligate all or a portion of the loan funds in order to be used by the Board to make other DWSRF

**ORDER APPROVING LOAN APPLICATION
THE BOYNTON PUBLIC WORKS AUTHORITY
ORF-23-0064-DW**

loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from the DWSRF in accordance with the DWSRF program regulations as approved by the United States Environmental Protection Agency.

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

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

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

So ordered this 16th day of June, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
THE BOYNTON PUBLIC WORKS AUTHORITY
ORF-23-0064-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Canute Public Works Authority, Washita County

Loan Application No.: ORF-26-0029-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$999,999.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) replace approximately 2,750 linear feet of water line, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$999,999.00	Project	\$1,061,019.90
SWODA REAP Grant	99,020.90	Bond Counsel	35,500.00
		Local Counsel	2,500.00
Total	\$1,099,019.90	Total	\$1,099,019.90

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-26-0029-DW IN THE NAME OF)
CANUTE PUBLIC WORKS AUTHORITY)
WASHITA COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, Canute Public Works Authority (the "Applicant") has made its Application for Funding No. ORF-26-0029-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-26-0029-DW in the name of Canute Public Works Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) replace approximately 2,750 linear feet of waterline, 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 \$999,999.00.

2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-obligate all or a portion of the loan funds in order to be used by the Board to make other DWSRF

**ORDER APPROVING LOAN APPLICATION
CANUTE PUBLIC WORKS AUTHORITY
ORF-26-0029-DW**

loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from the DWSRF in accordance with the DWSRF program regulations as approved by the United States Environmental Protection Agency.

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

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

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

So ordered this 16th day of June, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
CANUTE PUBLIC WORKS AUTHORITY
ORF-26-0029-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Morris Public Works Authority, Okmulgee County

Loan Application No.: ORF-24-0017-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$999,999.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) install an altitude valve and backup generator, replace approximately 2,315 linear feet of water line, rehabilitate a booster pump station, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$999,999.00	Project	\$1,013,936.00
Local Funds	56,437.00	Bond Counsel	40,000.00
		Local Counsel	2,500.00
Total	\$1,056,436.00	Total	\$1,056,436.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-24-0017-DW IN THE NAME OF)
THE MORRIS PUBLIC WORKS AUTHORITY)
OKMULGEE COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, The Morris Public Works Authority (the "Applicant") has made its Application for Funding No. ORF-24-0017-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-24-0017-DW in the name of The Morris Public Works Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) install an altitude valve and backup generator, replace approximately 2,315 linear feet of water line, rehabilitate a booster pump station, 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 \$999,999.00.

2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-

**ORDER APPROVING LOAN APPLICATION
THE MORRIS PUBLIC WORKS AUTHORITY
ORF-24-0017-DW**

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

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

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

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

So ordered this 16th day of June, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
THE MORRIS PUBLIC WORKS AUTHORITY
ORF-24-0017-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Rural Water and Sewer District #4, Ottawa County

Loan Application No.: ORF-26-0026-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$999,999.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) install approximately 950 Automated Meter Reading (AMR) water meters throughout the system, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$999,999.00	Project	\$1,041,185.00
Local Funds	68,686.00	Bond Counsel	25,000.00
		Local Counsel	2,500.00
Total	\$1,068,685.00	Total	\$1,068,685.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-26-0026-DW IN THE NAME OF)
RURAL WATER AND SEWER DISTRICT #4)
OTTAWA COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, Rural Water and Sewer District No. 4, Ottawa County, Oklahoma (the "Applicant") has made its Application for Funding No. ORF-26-0026-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-26-0026-DW in the name of Rural Water and Sewer District No. 4, Ottawa County, Oklahoma 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 approximately 950 Automated Meter Reading (AMR) water meters 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 \$999,999.00.
2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i)

**ORDER APPROVING LOAN APPLICATION
RURAL WATER AND SEWER DISTRICT NO. 4, OTTAWA COUNTY, OKLAHOMA
ORF-26-0026-DW**

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 Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from the DWSRF in accordance with the DWSRF program regulations as approved by the United States Environmental Protection Agency.

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

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

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

So ordered this 16th day of June, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
RURAL WATER AND SEWER DISTRICT NO. 4, OTTAWA COUNTY, OKLAHOMA
ORF-26-0026-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Rural Water District No. 3, Custer County, Oklahoma

Loan Application No.: ORF-26-0018-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$999,999.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) install approximately 9,090 linear feet (LF) water line, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$999,999.00	Project	\$957,499.00
		Bond Counsel	40,000.00
		Local Counsel	2,500.00
Total	\$999,999.00	Total	\$999,999.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-26-0018-DW IN THE NAME OF)
RURAL WATER DISTRICT NO. 3)
CUSTER COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, Rural Water District No. 3, Custer County, Oklahoma (the "Applicant") has made its Application for Funding No. ORF-26-0018-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-26-0018-DW in the name of Rural Water District No. 3, Custer County, Oklahoma 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 approximately 9,090 linear feet (LF) water line, 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 \$999,999.00.

2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-obligate all or a portion of the loan funds in order to be used by the Board to make other DWSRF

**ORDER APPROVING LOAN APPLICATION
RURAL WATER DISTRICT NO. 3, CUSTER COUNTY, OKLAHOMA
ORF-26-0018-DW**

loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from the DWSRF in accordance with the DWSRF program regulations as approved by the United States Environmental Protection Agency.

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

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

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

So ordered this 16th day of June, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
RURAL WATER DISTRICT NO. 3, CUSTER COUNTY, OKLAHOMA
ORF-26-0018-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Rural Water, Sewer, Gas and Solid Waste Management District
No. 1, Cleveland County, Oklahoma

Loan Application No.: ORF-23-0007-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$999,999.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) install approximately 64,000 linear feet of water lines, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$999,999.00	Project	\$1,772,900.75
Congressionally	\$802,901.75	Bond Counsel	27,500.00
Directed Spending		Local Counsel	2,500.00
Total	\$1,802,900.75	Total	\$1,802,900.75

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-23-0007-DW IN THE NAME OF)
RURAL WATER, SEWER, GAS AND SOLID)
WASTE MANAGEMENT DISTRICT NO. 1,)
CLEVELAND COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, Rural Water, Sewer, Gas and Solid Waste Management District No. 1, Cleveland County, Oklahoma (the "Applicant") has made its Application for Funding No. ORF-23-0007-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-23-0007-DW in the name of Rural Water, Sewer, Gas and Solid Waste Management District No. 1, Cleveland County, Oklahoma 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 approximately 64,000 linear feet of water lines, 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 \$999,999.00.
2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order.

**ORDER APPROVING LOAN APPLICATION
RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT
DISTRICT NO. 1, CLEVELAND COUNTY, OKLAHOMA
ORF-23-0007-DW**

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 Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from the DWSRF in accordance with the DWSRF program regulations as approved by the United States Environmental Protection Agency.

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

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

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

So ordered this 16th day of June, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT
DISTRICT NO. 1, CLEVELAND COUNTY, OKLAHOMA
ORF-23-0007-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Holdenville Public Works Authority, Hughes County

Loan Application No.: ORF-26-0014-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$1,000,000.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) install approximately 1,968 Automated Meter Reading (AMR) water meters throughout the system, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$1,000,000.00	Project	\$1,062,150.00
Local Funds	117,150.00	Bond Counsel	30,000.00
		Financial Advisor	22,500.00
		Local Counsel	2,500.00
Total	\$1,117,150.00	Total	\$1,117,150.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-26-0014-DW IN THE NAME OF)
THE HOLDENVILLE PUBLIC WORKS AUTHORITY)
HUGHES COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 16th day of June, 2026.

WHEREAS, The Holdenville Public Works Authority (the "Applicant") has made its Application for Funding No. ORF-26-0014-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-26-0014-DW in the name of The Holdenville Public Works Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) install approximately 1,968 Automated Meter Reading (AMR) water meters 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 \$1,000,000.00.

2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-

**ORDER APPROVING LOAN APPLICATION
THE HOLDENVILLE PUBLIC WORKS AUTHORITY
ORF-26-0014-DW**

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

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

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

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

So ordered this 16th day of June, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
THE HOLDENVILLE PUBLIC WORKS AUTHORITY
ORF-26-0014-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

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

Applicant: The Tahlequah Public Works Authority, Cherokee County

Grant Application No.: ARP-25-0006-DTG
American Rescue Plan Act Grant (“ARPA Grant”)

Amount Requested: \$1,758,602.90

Designated Grant

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

Purpose: The Tahlequah Public Works Authority operates a water and sewer system. The area is experiencing continued growth with increased infrastructure demands. The proposed projects are to replace approximately 23,000 linear feet of 6-inch water line with 12-inch water line on West 810 Road and construct approximately 4,700 linear feet of new 8-inch sewer line on highway 62. The projects are estimated to cost \$7,759,500.00 which will be funded by the OWRB Tribal ARPA Grant in the amount of \$1,758,602.90 and \$6,000,897.10 of Cherokee Nation funds.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
OWRB ARPA Grant:	\$1,758,602.90	Project:	\$7,759,500.00
Cherokee Tribal Matching Funds:	6,000,897.10		
Total	<hr/> <u>\$7,759,500.00</u>	Total	<hr/> <u>\$7,759,500.00</u>

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

IN THE MATTER OF AMERICAN RESCUE PLAN ACT)
(ARPA) GRANT APPLICATION NO. ARP-25-0006-DTG)
IN THE NAME OF THE TAHLEQUAH PUBLIC WORKS)
AUTHORITY, CHEROKEE COUNTY, OKLAHOMA.)

**PROPOSED
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of June 2026. The Board finds that since the application for this grant has been identified by the legislature, has met the eligibility requirements for this grant, and that since sufficient funds are available, the grant application for an amount not to exceed \$1,758,602.90 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$1,758,602.90.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to replace approximately 23,000 linear feet of 6-inch water line with 12-inch water line on West 810 Road and construct approximately 4,700 linear feet of new 8-inch sewer line on highway 62. Applicant is authorized to request the ARPA grant funds only for costs incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, The Tahlequah Public Works Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA regulations, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 16th day of June 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Robert L. Stallings Jr., Secretary
(SEAL)

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

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

Applicant: The Collinsville Municipal Authority, Tulsa County

Grant Application No.: ARP-23-0013-DTG
American Rescue Plan Act Grant (“ARPA Grant”)

Requested Amount Increase: \$302,201.24

Designated Grant

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

Purpose: The Collinsville Municipal Authority has identified a leak at the Caney River waterline Crossing. The proposed project associated with the increase in funding will be to replace 500 linear feet of HDPE pipe at the Caney River Crossing.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
OWRB ARPA Grant:	\$2,425,000.00	Project:	\$5,454,402.48
Cherokee Tribal Matching Funds:	2,425,000.00		
OWRB ARPA Grant Increase:	302,201.24		
Cherokee Tribal Funds Increase:	302,201.24		
Total	<hr/> <u>\$5,454,402.48</u>	Total	<hr/> <u>\$5,454,402.48</u>

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

IN THE MATTER OF AMERICAN RESCUE PLAN ACT (ARPA))
GRANT APPLICATION NO. ARP-23-0013-DTG)
IN THE NAME OF THE COLLINSVILLE MUNICIPAL)
AUTHORITY, TULSA COUNTY, OKLAHOMA.)

**PROPOSED
ORDER APPROVING ARPA GRANT INCREASE**

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th Day of June 2026. The Board finds that since the application for this increase in grant funds has been identified by the legislature, has met the eligibility requirements for this grant, and that since sufficient funds are available, the increase in grant funds for an amount not to exceed \$302,201.24 for a total grant of \$2,746,201.24 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the increase in the ARPA Grant shall be \$302,201.24 for a total grant of \$2,746,201.24.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The increase in the grant shall be used to repair 500 feet of HDPE pipe leaking at the Caney River. Applicant is authorized to request the ARPA grant funds only for costs incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, The Collinsville Municipal Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA regulations, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 16th day of June 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

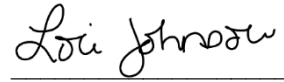
ATTEST:

Robert L. Stallings Jr., Secretary

(SEAL)

The Collinsville Municipal Authority
OWRB ARPA Grant No. ARP-23-0013-DTG

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

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

IN THE MATTER OF STATE AMERICAN)
RESCUE PLAN ACT (ARPA) INTEREST)
GRANT APPLICATIONS AUTHORIZED BY)
HOUSE BILL 4075 (2026))

**PROPOSED
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 16th day of June, 2026. Pursuant to House Bill 4075 (2026), the Board finds that Twenty Five Million Nine Hundred Ninety-eight Thousand Seven Hundred Ninety-eight Dollars (\$25,998,798.00) in State ARPA interest funds has been identified by the legislature and has been appropriated to the Board for distribution as grants for targeted water and wastewater infrastructure improvements. The projects identified in Exhibit A have met the eligibility requirements for this grant, and that since sufficient funds are available, the grant applications for an amount not to exceed \$25,998,798.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. Grant funds shall only be for eligible water and/or sewer projects as defined in 82 O.S. §1085.36 and any relevant Board rules in Title 785, Chapter 50 of the Oklahoma Administrative Code.
2. Furthermore, prior to and during the construction period, the applicant is required to comply with the requirements of the grant agreement, all applicable federal and state statutory provisions, and all Oklahoma Water Resources Board rules, regulations and grant policies.
3. The applicant shall maintain proper books, records, and supporting documentation, and make the same available for inspection by the Board or its staff. Grant funds will be disbursed to applicant as costs are incurred and adequate supporting documentation has been provided to the Board.

SO ORDERED this 16th day of June, 2026, in regular and open meeting of the Oklahoma Water Resources Board.

[signature page to follow]

OKLAHOMA WATER RESOURCES BOARD

Thomas Gorman, Chairman

ATTEST:

Robert L. Stallings, Jr., Secretary

(SEAL)

Reviewed By:

Lori Johnson, Chief
Financial Assistance Division

EXHIBIT A

River Parks Authority	\$200,000.00
Fort Cobb Public Works Authority	\$1,200,000.00
Copan Public Works Authority	\$1,100,000.00
Guthrie Public Works Authority	\$1,489,358.80
Perry Municipal Authority	\$1,200,000.00
The Olustee Public Works Authority	\$1,036,629.18
Pawnee Public Works Authority	\$1,000,000.00
Spencer Utilities Authority	\$5,500,000.00
Sperry Utility Services Authority	\$119,182.00
Frederick Public Works Authority	\$100,000.00
The Walters Public Works Authority	\$114,000.00
Rural Water District No. 21, Osage County	\$1,500,000.00
The Choctaw Utilities Authority	\$500,000.00
Midwest City Municipal Authority	\$1,000,000.00
Colcord Public Works Authority	\$1,000,000.00
Stilwell Area Development Authority	\$500,000.00
The Duncan Public Utilities Authority	\$225,000.00
Ralston Public Works Authority	\$100,000.00
Blackwell Municipal Authority	\$250,000.00
Sapulpa Municipal Authority	\$5,375,000.00
Oklahoma City Water Utilities Trust	\$500,000.00
Broken Arrow Municipal Authority	\$500,000.00
Alva Utility Authority	\$250,000.00
Rural Water District No. 1, Latimer County	\$10,000.00
Sand Springs Municipal Authority	\$45,000.00
Enid Municipal Authority	\$200,000.00
Davis Municipal Authority	\$422,065.00
Bristow Municipal Authority	\$90,000.00
The Elk City Public Works Authority	<u>\$472,563.00</u>
Total Grants	\$25,998,797.98

3. SUMMARY DISPOSITION AGENDA ITEMS

D. Contracts and Agreements Recommended for Approval

June 16, 2026

AGENDA ITEM 3D(1)

MEMORANDUM AGREEMENT

WITH: Arkansas-Oklahoma Arkansas River Compact
Commission

PURPOSE: For water monitoring and data collection

AMOUNT: Ark-OK to pay \$7,100.00

TERM: Fiscal Year 2027

MEMORANDUM AGREEMENT

THIS AGREEMENT, dated as of the date of the last signature herein but to be effective as provided below, by and between the Oklahoma Water Resources Board, hereafter referred to as "Board", and the Arkansas-Oklahoma Arkansas River Compact Commission, hereafter referred to as "Cooperator",

WITNESSETH:

WHEREAS, Title 27A O.S. Section 1-3-101 and other Oklahoma state statutes provide to the effect that the Board is the Oklahoma state agency possessing primary jurisdiction, authority and control of water resources management and development, and the coordination of activities in connection therewith, within the state of Oklahoma, and the Board is authorized to coordinate with other public entities of water resource investigations conducted by the federal United States Geological Survey ("USGS") for water quality and quantity monitoring in the state; and,

WHEREAS, in order to carry out its functions, the Board cooperates with the USGS in a program of collection of data concerning the water resources of the state of Oklahoma; and,

WHEREAS, the Cooperator has an important interest in said cooperative program, particularly regarding the determination of available water supplies in the location of the gaging station described in this Agreement.

NOW, THEREFORE, in consideration of the above, it is agreed:

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS, as described in Attachment A..
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board one lump sum in the amount of Seven Thousand One Hundred Dollars (\$7,100.00) to cover costs of necessary field and office work directly related to the maintenance and operation of the gaging station on the Arkansas River in Oklahoma west of Fort Smith, Arkansas and the computation of flows thereat, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2026.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the

U.S. Geological Survey for the Arkansas-Oklahoma Arkansas River Compact Commission for the Fiscal Year Ending June 30, 2027", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.

4. This Agreement shall be governed by and subject to the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

OKLAHOMA WATER RESOURCES BOARD ARKANSAS-OKLAHOMA ARKANSAS
RIVER COMPACT COMMISSION

Thomas Gorman, Chairman Date

Chairman Date

ATTEST:

ATTEST:

Secretary

Secretary

(SEAL)

(SEAL)

U.S. GEOLOGICAL SURVEY

Jason M. Lewis, Branch Chief Date
USGS, Oklahoma Water Science Center

Attachment A

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY
for the AR/OK ARKANSAS RIVER COMPACT COMMISSION
for the Fiscal Year Ending June 30, 2027

Program Description:

This stream gaging program for the Arkansas River at Fort Smith, Oklahoma consists of the low-flow discharge data collection for one streamflow station. The high-flow portion and the satellite telemetry are funded by the U.S. Army Corps of Engineers, Tulsa District. The U.S. Geological Survey (USGS) operates and publishes the record of streamflow gaging stations to maintain long-term statistical records on a cooperative basis financed through the Oklahoma Water Resources Board (OWRB).

We propose to continue the low-flow monitoring program with Arkansas/Oklahoma Arkansas River Compact Commission. This will provide complete streamflow records and real-time remote data reporting of the minimum flow requirements described by the OWRB under the permitting of water in the Arkansas River.

We propose the continuation of the above data collection program for the period July 1, 2026 to June 30, 2027 as summarized below:

<u>Station No.</u>	<u>Station Name</u>	<u>SW</u>	<u>Total</u>
07249455	Ark. River at Ft. Smith	Surface Water Gage	\$11,500
	Compact's share through the OWRB		\$ 7,100
	U.S. Geological Survey Federal Matching Funds		<u>\$ 4,400</u>
	Arkansas/Oklahoma Compact and USGS Total:		\$11,500

AGENDA ITEM 3D(2)

MEMORANDUM AGREEMENT

WITH: City of Enid

PURPOSE: For water monitoring and data collection

AMOUNT: City of Enid to pay \$25,900.00

TERM: Fiscal Year 2027

MEMORANDUM AGREEMENT

THIS AGREEMENT, dated as of the date of the last signature herein but to be effective as provided below, by and between the Oklahoma Water Resources Board, hereinafter referred to as "Board", and the City of Enid, hereinafter referred to as "Cooperator",

WITNESSETH:

WHEREAS, Title 27A O.S. Section 1-3-101 and other state statutes provide to the effect that the Board is the State agency possessing primary jurisdiction, authority and control of water resources management and development, and the coordination of activities in connection therewith, within the state of Oklahoma, and the Board is authorized to coordinate with other public entities of water resource investigations conducted by the federal United States Geological Survey ("USGS") for water quality and quantity monitoring in the state; and,

WHEREAS, in order to carry out its functions, the Board cooperates with the USGS in a program of collection of data concerning the water resources of the state of Oklahoma; and

WHEREAS, the Cooperator has an important interest in said cooperative program, particularly regarding the determination of available water supplies in its general vicinity.

NOW, THEREFORE, in consideration of the above, it is agreed:

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS, as described in Attachment A.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Twenty-Five Thousand Nine Hundred Dollars (\$25,900.00) to cover costs of necessary field and office work directly related to the collection and computation of continuous record of stream stage and discharge on Boggy Creek and North Boggy Creek or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2026.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the City of Enid for the Fiscal Year Ending June 30, 2027", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.

4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days' prior written notice to the other party.

5. This Agreement shall be governed by and subject to the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

OKLAHOMA WATER RESOURCES BOARD CITY OF ENID

Thomas Gorman, Chairman Date

Director of Engineering Date

ATTEST:

ATTEST:

Secretary
(SEAL)

Secretary
(SEAL)

U.S. GEOLOGICAL SURVEY

Jason M. Lewis, Branch Chief Date
USGS, Oklahoma Water Science Center

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY
for the CITY OF ENID
for the Fiscal Year Ending June 30, 2027

Program Description:

The program consists of operation and maintenance of continuous stage gage on Boggy Creek and North Boggy Creek, as well as a continuous stage/discharge streamgage on Boggy Creek downstream of the confluence with North Boggy Creek. Publication at the three sites is included and the information is available, real-time, on the U.S. Geological Survey web page:

<https://waterdata.usgs.gov/ok/nwis/rt>

U.S. Geological Survey's water alert system can be accessed at:

<https://maps.waterdata.usgs.gov/mapper/wateralert/>

We propose the installation and operation and maintenance of the above data collection program for the period July 1, 2026 through June 30, 2027 as summarized below:

Station No.	Station Name	Total
07160280	Boggy Creek at Enid Avenue (stage)	\$ 5,200
07160290	North Boggy Creek at Garriott Rd (stage)	\$ 5,200
07160300	Boggy Creek at S 30 th Street (stage/discharge)	<u>\$15,500</u>
Total		\$25,900

City of Enid's share through OWRB-----\$25,900

ATTACHMENT A

AGENDA ITEM 3D(3)
MEMORANDUM AGREEMENT

WITH:	City of Lawton
PURPOSE:	For water monitoring and data collection
AMOUNT:	City of Lawton to pay \$16,500.00
TERM:	Fiscal Year 2027

MEMORANDUM AGREEMENT

THIS AGREEMENT, dated as of the date of the last signature herein but to be effective as provided below, by and between the Oklahoma Water Resources Board, hereafter referred to as "Board", and the City of Lawton, hereafter referred to as "Cooperator",

WITNESSETH:

WHEREAS, Title 27A O.S. Section 1-3-101 and other state statutes provide to the effect that the Board is the State agency possessing primary jurisdiction, authority and control of water resources management and development, and the coordination of activities in connection therewith, within the state of Oklahoma, and the Board is authorized to coordinate with other public entities of water resource investigations conducted by the federal United States Geological Survey ("USGS") for water quality and quantity monitoring in the state; and,

WHEREAS, in order to carry out its functions, the Board cooperates with the USGS in a program of collection of data concerning the water resources of the state of Oklahoma; and,

WHEREAS, the Cooperator has an important interest in said cooperative program, particularly regarding the determination of available water supplies in its general vicinity.

NOW, THEREFORE, in consideration of the above, it is agreed:

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS, as described in Attachment A.
2. Within thirty (30) days after receipt of a quarterly invoice from the Board, the Cooperator shall contribute and pay to the Board the amount of Three Thousand Nine Hundred Dollars (\$3,900.00) to cover costs of necessary field and office work directly related to the collection and computation of records of streamflow on East Cache Creek, Lake Lawtonka and Lake Ellsworth and data collection platforms at the lake sites, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2026. The total amount of all invoices and payments under this agreement shall be Sixteen Thousand Five Hundred Dollars (\$16,500.00).
3. Funds paid by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the City of Lawton for the Fiscal Year Ending June 30, 2027", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.

4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days' prior written notice to the other party.
5. This Agreement shall be governed by and subject to the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

OKLAHOMA WATER RESOURCES BOARD

CITY OF LAWTON

Thomas Gorman, Chairman Date

Mayor Date

ATTEST:

ATTEST:

Secretary

City Clerk

(SEAL)

(SEAL)

U.S. GEOLOGICAL SURVEY

Jason M. Lewis, Branch Chief Date
USGS, Oklahoma Water Science Center

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY
for the CITY OF LAWTON
for the Fiscal Year Ending June 30, 2027

Program Description:

The program consists of operation and maintenance of continuous stage recorders on East Cache Creek, Lake Lawtonka, and Lake Ellsworth and data collection platforms at the lake sites. Publication at the three sites is included and the information is available, real-time, on the U.S. Geological Survey web page.

We propose the continuation of the above data collection program for the period July 1, 2026 through June 30, 2027 as summarized below:

Station No.	Station Name	Total
07308990	Lake Ellsworth nr Elgin	\$ 5,200
07309500	Lake Lawtonka nr Medicine Park	\$ 5,200
07311000	East Cache Creek nr Walters	<u>\$16,800</u>
Total		\$27,200

City of Lawton's share through OWRB-----	\$16,500
U.S. Geological Survey matching funds-----	\$ 9,400
U.S. Geological Survey FPS funds-----	<u>\$ 1,300</u>
Total	\$27,200

ATTACHMENT A

AGENDA ITEM 3D(4)

MEMORANDUM AGREEMENT

WITH: City of Moore

PURPOSE: For water monitoring and data collection

AMOUNT: City of Moore to pay \$6,900.00

TERM: Fiscal Year 2027

MEMORANDUM AGREEMENT

THIS AGREEMENT, dated as of the date of the last signature herein but to be effective as provided below, by and between the Oklahoma Water Resources Board, hereinafter referred to as "Board", and the City of Moore, hereinafter referred to as "Cooperator",

WITNESSETH:

WHEREAS, Title 27A O.S. Section 1-3-101 and other state statutes provide to the effect that the Board is the State agency possessing primary jurisdiction, authority and control of water resources management and development, and the coordination of activities in connection therewith, within the state of Oklahoma, and the Board is authorized to coordinate with other public entities of water resource investigations conducted by the federal United States Geological Survey ("USGS") for water quality and quantity monitoring in the state; and,

WHEREAS, in order to carry out its functions, the Board cooperates with the USGS in a program of collection of data concerning the water resources of the state of Oklahoma; and

WHEREAS, the Cooperator has an important interest in said cooperative program, particularly regarding the determination of available water supplies in its general vicinity.

NOW, THEREFORE, in consideration of the above, it is agreed:

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS, as described in Attachment A.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Six Thousand Nine Hundred Dollars (\$6,900.00) to cover costs of necessary field and office work directly related to the collection and computation of continuous record of inflow, storage and outflow from the Canadian River near Mustang and Norman, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2026.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Cities of Moore and Norman for the Fiscal Year Ending June 30, 2027", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.

4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days' prior written notice to the other party.

5. This Agreement shall be governed by and subject to the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

OKLAHOMA WATER RESOURCES BOARD CITY OF MOORE

Thomas Gorman, Chairman Date

Mark Hamm Mayor Date

ATTEST:

ATTEST:

Secretary
(SEAL)

City Clerk
(SEAL)

U.S. GEOLOGICAL SURVEY

Jason M. Lewis, Branch Chief Date
USGS, Oklahoma Water Science Center

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY for the
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
for the Fiscal Year Ending June 30, 2027

Program Description:

A cooperative program was initiated January 1966 when the Conservancy District became responsible for the continued operation of the streamflow station and one lake station. The existing program provides for collection and publication of streamflow data on Little River near Norman and publication on the web of Lake elevation and contents at Lake Thunderbird.

We propose the continuation of the above data collection program for the period July 1, 2026 through June 30, 2027 as summarized below:

<u>Station No.</u>	<u>Station Name</u>	<u>Total</u>
07229900	Lake Thunderbird nr Norman	\$ 3,700
07230000	Little River below Lake Thunderbird	<u>\$16,800</u>
Total		\$20,500
COMCD' S share through OWRB-----		\$13,600
U.S. Geological Survey matching funds-----		<u>\$ 6,900</u>
Total		\$20,500

ATTACHMENT A

AGENDA ITEM 3D(5)

MEMORANDUM AGREEMENT

WITH:

City of Norman

PURPOSE:

For water monitoring and data collection

AMOUNT:

City of Norman to pay \$6,900.00 Fiscal

TERM:

Year 2027

MEMORANDUM AGREEMENT

THIS AGREEMENT, dated as of the date of the last signature herein but to be effective as provided below, by and between the Oklahoma Water Resources Board, hereinafter referred to as "Board", and the Norman Utilities Authority, hereinafter referred to as "Cooperator",

WITNESSETH:

WHEREAS, Title 27A O.S. Section 1-3-101 and other state statutes provide to the effect that the Board is the State agency possessing primary jurisdiction, authority and control of water resources management and development, and the coordination of activities in connection therewith, within the state of Oklahoma, and the Board is authorized to coordinate with other public entities of water resource investigations conducted by the federal United States Geological Survey ("USGS") for water quality and quantity monitoring in the state; and,

WHEREAS, in order to carry out its functions, the Board cooperates with the USGS in a program of collection of data concerning the water resources of the state of Oklahoma; and

WHEREAS, the Cooperator has an important interest in said cooperative program, particularly regarding the determination of available water supplies in its general vicinity.

NOW, THEREFORE, in consideration of the above, it is agreed:

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS, as described in Attachment A.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Six Thousand Nine Hundred Dollars (\$6,900.00) to cover costs of necessary field and office work directly related to the collection and computation of continuous record of inflow, storage and outflow from the Canadian River near Mustang and Norman, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2026.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Cities of

Moore and Norman for the Fiscal Year Ending June 30, 2027", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.

4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days' prior written notice to the other party.

5. This Agreement shall be governed by and subject to the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

OKLAHOMA WATER RESOURCES BOARD NORMAN UTILITIES AUTHORITY

Thomas Gorman, Chairman Date

Larry Heikkila, Chairman Date

ATTEST:

ATTEST:

Secretary

Secretary

(SEAL)

(SEAL)

U.S. GEOLOGICAL SURVEY

Approved as to form and legality:

Jason M. Lewis, Branch Chief Date
USGS, Oklahoma Water Science Center

Heather Poole, Asst. City Atty II Date
City of Norman

Proposed
Cooperative Program
between the **Oklahoma Water Resources Board**
and the **U.S. Geological Survey**
for the **Cities of Moore and Norman**
for the Fiscal Year Ending June 30, 2027

Program Description:

The existing program, initiated June 2006, is for two surface-water discharge stations on the Canadian River. The information supplied by this station will benefit the Cities of Moore, Norman, and Oklahoma City* by providing river discharge statistics to compute current seven-day, two-year low flows required for permitted discharges of the Cities' sewage treatment plant. Critical information provided by this station will be used to determine flood predictions and warnings, furnished by the National Weather Service to all downstream communities.

This station provides real-time and historic information that is served on the U.S. Geological Survey Web pages for the water user community and the public.

We propose the continuation of the above data collection program for the period July 1, 2026 through June 30, 2027 as summarized in below:

<u>Station No.</u>	<u>Station Name</u>	<u>Operation and Maintenance</u>
07228940	Canadian River near Mustang	\$16,800
07229050	Canadian River near Norman	<u>\$16,800</u>
	Total Program	\$33,600*
	City of Moore's share through the OWRB	\$ 6,900
	U.S. Geological Survey Federal Matching Funds	\$ 4,800
	City of Norman's share through the OWRB	\$ 6,900
	U.S. Geological Survey Federal Matching Funds	<u>\$ 4,800</u>
	City of Moore, Norman, and USGS Total	\$23,400

*Includes City of Oklahoma City's share of \$10,200 under separate agreement.

AGENDA ITEM 3D(6)

MEMORANDUM AGREEMENT

WITH: Central Oklahoma Master Conservancy District

PURPOSE: For water monitoring and data collection

AMOUNT: COMCD to pay \$13,600.00

TERM: Fiscal Year 2027

MEMORANDUM AGREEMENT

THIS AGREEMENT, dated as of the date of the last signature herein but to be effective as provided below, by and between the Oklahoma Water Resources Board, hereafter referred to as "Board", and Central Oklahoma Master Conservancy District, hereafter referred to as "Cooperator",

WITNESSETH:

WHEREAS, Title 27A O.S. Section 1-3-101 and other state statutes provide to the effect that the Board is the State agency possessing primary jurisdiction, authority and control of water resources management and development, and the coordination of activities in connection therewith, within the state of Oklahoma, and the Board is authorized to coordinate with other public entities of water resource investigations conducted by the federal United States Geological Survey ("USGS") for water quality and quantity monitoring in the state; and,

WHEREAS, in order to carry out its functions, the Board cooperates with the USGS in a program of collection of data concerning the water resources of the state of Oklahoma; and,

WHEREAS, the Cooperator has an important interest in said cooperative program, particularly regarding the determination of available water supplies in its general vicinity.

NOW, THEREFORE, in consideration of the above, it is agreed:

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS, as described in Attachment A.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Thirteen Thousand Six Hundred Dollars (\$13,600.00) to cover costs of necessary field and office work directly related to the operation of a stream gaging station on Little River below Thunderbird Reservoir for the purpose of rating the Thunderbird Reservoir outlet works and as an official record of discharge from the Reservoir, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2026.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Central Oklahoma Master Conservancy District for the Fiscal Year Ending June 30, 2027", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.

4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days' prior written notice to the other party.
5. This Agreement shall be governed by and subject to the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

OKLAHOMA WATER RESOURCES BOARD CENTRAL OKLAHOMA MASTER
CONSERVANCY DISTRICT

Thomas Gorman, Chairman Date

President Date

ATTEST:

ATTEST:

Secretary

Secretary

(SEAL)

(SEAL)

U.S. GEOLOGICAL SURVEY

Jason M. Lewis, Branch Chief Date
USGS, Oklahoma Water Science Center

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY for the
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
for the Fiscal Year Ending June 30, 2027

Program Description:

A cooperative program was initiated January 1966 when the Conservancy District became responsible for the continued operation of the streamflow station and one lake station. The existing program provides for collection and publication of streamflow data on Little River near Norman and publication on the web of Lake elevation and contents at Lake Thunderbird.

We propose the continuation of the above data collection program for the period July 1, 2026 through June 30, 2027 as summarized below:

<u>Station No.</u>	<u>Station Name</u>	<u>Total</u>
07229900	Lake Thunderbird nr Norman	\$ 3,700
07230000	Little River below Lake Thunderbird	<u>\$16,800</u>
Total		\$20,500
COMCD' S share through OWRB-----		\$13,600
U.S. Geological Survey matching funds-----		<u>\$ 6,900</u>
Total		\$20,500

ATTACHMENT A

AGENDA ITEM 3D(7)

MEMORANDUM AGREEMENT

WITH:	CP Kelco
PURPOSE:	For water monitoring and data collection
AMOUNT:	CP Kelco to pay \$12,500.00
TERM:	Fiscal Year 2027

MEMORANDUM AGREEMENT

THIS AGREEMENT, dated as of the date of the last signature herein but to be effective as provided below, by and between the Oklahoma Water Resources Board, hereafter referred to as "Board", and CP Kelco, hereafter referred to as "Cooperator",

WITNESSETH:

WHEREAS, Title 27A O.S. Section 1-3-101 and other state statutes provide to the effect that the Board is the State agency possessing primary jurisdiction, authority and control of water resources management and development, and the coordination of activities in connection therewith, within the state of Oklahoma, and the Board is authorized to coordinate with other public entities of water resource investigations conducted by the federal United States Geological Survey ("USGS") for water quality and quantity monitoring in the state; and,

WHEREAS, such program of coordination and water resource investigations is referred to herein as the "cooperative program" between the Board and the USGS; and,

WHEREAS, the Cooperator has an important interest in said cooperative program, particularly regarding the monitoring of quality and quantity of water resources in the vicinity of its Beggs, Oklahoma facility; and

WHEREAS, the Board and USGS have agreed to include in their cooperative program the proposed monitoring described herein, and consequently the Board and the Cooperator desire to enter into this Agreement to reflect the Cooperator's participation in such cooperative program.

NOW, THEREFORE, in consideration of the above, it is agreed:

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS, as described in Attachment A.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) to cover costs of necessary field and office work directly related to the collection and computation of streamflow records for the Deep Fork River at Beggs, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2026.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for CP Kelco for the

Fiscal Year Ending June 30, 2027", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.

4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days' prior written notice to the other party.
5. This Agreement shall be governed by and subject to the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

OKLAHOMA WATER RESOURCES BOARD CP Kelco, Inc.

Thomas Gorman, Chairman Date

Name: Date
Title:

ATTEST:

ATTEST:

Secretary

[Name, Title]

(SEAL)

(SEAL)

U.S. GEOLOGICAL SURVEY

Jason M. Lewis, Branch Chief Date
USGS, Oklahoma Water Science Center

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY
for the CP KELCO, INC.
for the Fiscal Year Ending June 30, 2027

Program Description:

This stream gaging program for the Deep Fork River near Beggs, Oklahoma consists of the low-flow discharge data collection for one streamflow station. The high-flow portion and the satellite telemetry are funded by the U.S. Army Corps of Engineers, Tulsa District. The U.S. Geological Survey (USGS) operates and publishes the record of streamflow gaging stations to maintain long-term statistical records on a cooperative basis financed through the Oklahoma Water Resources Board (OWRB).

We propose to continue the low-flow monitoring program with CP Kelco, Inc. This will provide complete streamflow records and real-time remote data reporting of the minimum flow requirements described by the OWRB under the permitting of water in the Deep Fork River.

We propose the continuation of the above data collection program for the period July 1, 2026 to June 30, 2027 as summarized below:

<u>Station No.</u>	<u>Station Name</u>	<u>SW</u>	<u>Total</u>
07243500	Deep Fork near Beggs	Surface Water Gage	\$12,500
	CP Kelco's (100 %)	-----	\$12,500

ATTACHMENT A

AGENDA ITEM 3D(8)

MEMORANDUM AGREEMENT

WITH: Fort Cobb Master Cons. Dist.

PURPOSE: For water monitoring and data collection

AMOUNT: Fort Cobb Master Cons. Dist. to pay

TERM: \$23,300.00 Fiscal Year 2027

MEMORANDUM AGREEMENT

THIS AGREEMENT, dated as of the date of the last signature herein but to be effective as provided below, by and between the Oklahoma Water Resources Board, hereafter referred to as "Board", and Fort Cobb Reservoir Master Conservancy District, hereafter referred to as "Cooperator",

WITNESSETH:

WHEREAS, Title 27A O.S. Section 1-3-101 and other state statutes provide to the effect that the Board is the State agency possessing primary jurisdiction, authority and control of water resources management and development, and the coordination of activities in connection therewith, within the state of Oklahoma, and the Board is authorized to coordinate with other public entities of water resource investigations conducted by the federal United States Geological Survey ("USGS") for water quality and quantity monitoring in the state; and,

WHEREAS, in order to carry out its functions, the Board cooperates with the USGS in a program of collection of data concerning the water resources of the state of Oklahoma; and,

WHEREAS, the Cooperator has an important interest in said cooperative program, particularly regarding the determination of available water supplies in its general vicinity.

NOW, THEREFORE, in consideration of the above, it is agreed:

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS, as described in Attachment A.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Twenty-Three Thousand Three Hundred Dollars (\$23,300.00) to cover costs of necessary field and office work directly related to the collection and computation of data to compute a complete water budget at Fort Cobb Reservoir, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2026.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Fort Cobb Reservoir Master Conservancy District for the Fiscal Year Ending June 30, 2027", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.
4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days' prior written notice to the other party.

5. This Agreement shall be governed by and subject to the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

OKLAHOMA WATER RESOURCES BOARD FORT COBB RESERVOIR MASTER
CONSERVANCY DISTRICT

Chairman Date

President Date

ATTEST:

ATTEST:

Secretary

Secretary

(SEAL)

(SEAL)

U.S. GEOLOGICAL SURVEY

Jason M. Lewis, Branch Chief Date
USGS, Oklahoma Water Science Center

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY for the
FORT COBB RESERVOIR MASTER CONSERVANCY DISTRICT
for the Fiscal Year Ending June 30, 2027

Program Description:

The existing program, initiated in March 1969, consists of two stream flow stations, and one reservoir station. The purpose of these records is to provide data to compute a complete water budget at the reservoir.

We propose continuation of the above data collection program for the period July 1, 2026 through June 30, 2027 as summarized below:

Station No.	Station Name	Total
07325800	Cobb Creek nr Eakly	\$16,800
07325900	Ft. Cobb Reservoir nr Ft. Cobb	\$ 3,700
07326000	Cobb Creek nr Ft. Cobb	<u>\$16,800</u>
Total		\$37,300
FCMCD's share through OWRB-----		\$23,300
U.S. Geological Survey matching funds-----		\$12,300
U.S. Geological Survey NSIP funds-----		<u>\$ 1,700</u>
Total		\$37,300

ATTACHMENT A

AGENDA ITEM 3D(9)

MEMORANDUM AGREEMENT

WITH: Grand River Dam Authority ("GRDA")

PURPOSE: For water monitoring and data collection

AMOUNT: GRDA to pay \$77,700.00

TERM: Fiscal Year 2027

MEMORANDUM AGREEMENT

THIS AGREEMENT, dated as of the date of the last signature herein but to be effective as provided below, by and between the Oklahoma Water Resources Board, hereafter referred to as "Board", and Grand River Dam Authority, hereafter referred to as "Cooperator",

WITNESSETH:

WHEREAS, Title 27A O.S. Section 1-3-101 and other state statutes provide to the effect that the Board is the State agency possessing primary jurisdiction, authority and control of water resources management and development, and the coordination of activities in connection therewith, within the state of Oklahoma, and the Board is authorized to coordinate with other public entities of water resource investigations conducted by the federal United States Geological Survey ("USGS") for water quality and quantity monitoring in the state; and,

WHEREAS, in order to carry out its functions, the Board cooperates with the USGS in a program of collection of data concerning the water resources of the state of Oklahoma; and,

WHEREAS, the Cooperator has an important interest in said cooperative program, particularly regarding the determination of available water supplies in its general vicinity.

NOW, THEREFORE, in consideration of the above, it is agreed:

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS, as described in Attachment A..
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board one lump sum in the amount of Seventy-Seven Thousand Seven Hundred Dollars (\$77,700.00) to cover costs of necessary field and office work directly related to the collection and computation of records of streamflow directly related to the operation and maintenance of gaging stations and the computation of flows thereat, as required under Article 10 of said Federal Energy Regulatory Commission License No. 1494 and of said Federal Energy Regulatory Commission License No. 2183, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2026.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed

U.S. GEOLOGICAL SURVEY

Jason Lewis, Branch Chief Date
USGS, Oklahoma Water Science Center

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY
for the GRAND RIVER DAM AUTHORITY
for the Fiscal Year Ending June 30, 2027

Program Description:

This stream gaging program was initiated in 1939 when the Lake O' The Cherokees (Grand Lake) was constructed and expanded in 1963 when Lake Hudson was constructed. The program consists of six streamflow gaging stations, two lake stations and one river stage station.

We propose continuation of the above data collection program for the period July 1, 2026 to June 30, 2027 as summarized below:

Station No.	Station Name	F.E.R.C. Project Number	SWO&M Costs
07185000	Neosho R nr Commerce	1494	\$ 16,800
07185080	Neosho Rat Hwy 10 at Miami		\$ 5,200
07188000	Spring R nr Quapaw	1494	\$ 16,800
07189000	Elk R nr Tiff City	1494	\$ 16,800
07190000	Lake O' The Cherokees at Langley	1494	\$ 5,200
07190100	Neosho R nr Langley (Service Road)	1494	\$ 6,100
07190500	Neosho R nr Langley	1494	\$ 16,800
07191000	Big Cabin Cr nr Big Cabin	2183	\$ 16,800
07191400	Lake Hudson nr Locust Grove	2183	\$ 5,200
07191500	Neosho R nr Chouteau	2183	<u>\$ 16,800</u>
TOTAL			\$122,500

F.E.R.C. Project 1494-----\$47,500
F.E.R.C. Project 2183-----\$25,200

Cooperative Elevation Site-----\$ 5,200

GRDA Share through OWRB-----\$77,700
U.S. Geological Survey Matching funds-----\$34,100
U.S. Geological Survey FPS funds-----\$10,700

TOTAL -----\$122,500

ATTACHMENT A

AGENDA ITEM 3D(10)

MEMORANDUM AGREEMENT

WITH:	Hardage Site Remedy Corp.
PURPOSE:	For water monitoring and data collection
AMOUNT:	Hardage to pay \$11,500.00
TERM:	Fiscal Year 2027

MEMORANDUM AGREEMENT

THIS AGREEMENT, dated as of the date of the last signature herein but to be effective as provided below, by and between the Oklahoma Water Resources Board, hereafter referred to as "Board", and Hardage Site Remedy Corp. as agent for the Hardage Site Responsible Parties, hereafter referred to as "Cooperator",

WITNESSETH:

WHEREAS, Title 27A O.S. Section 1-3-101 and other state statutes provide to the effect that the Board is the State agency possessing primary jurisdiction, authority and control of water resources management and development, and the coordination of activities in connection therewith, within the state of Oklahoma, and the Board is authorized to coordinate with other public entities of water resource investigations conducted by the federal United States Geological Survey ("USGS") for water quality and quantity monitoring in the state; and,

WHEREAS, in order to carry out its functions, the Board cooperates with the USGS in a program of collection of data concerning the water resources of the state of Oklahoma; and,

WHEREAS, the Cooperator has an important interest in said cooperative program, particularly regarding the determination of available water supplies in its general vicinity.

NOW, THEREFORE, in consideration of the above, it is agreed:

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS, as described in Attachment A.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Eleven Thousand Five Hundred Dollars (\$11,500.00) to cover costs of necessary field and office work directly related to the collection and computation of records of streamflow on North Criner Creek in the vicinity of Criner, Oklahoma, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2026.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Hardage Site Remedy Corp. for the Fiscal Year Ending June 30, 2027", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.
4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days prior written notice to the other party.

5. This Agreement shall be governed by and subject to the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

OKLAHOMA WATER RESOURCES BOARD Hardage Site Remedy Corp., on behalf
of the Hardage Site Responsible Parties

Thomas Gorman Chairman Date

President Date

ATTEST:

ATTEST:

Secretary

Assistant Secretary

(SEAL)

(SEAL)

U.S. GEOLOGICAL SURVEY

Jason M. Lewis, Branch Chief Date
USGS, Oklahoma Water Science Center

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY for the
HARDAGE STEERING COMMITTEE
for the Fiscal Year Ending June 30, 2027

Program Description:

The program consists of operation and maintenance of real-time stream flow discharge and publication of streamflow records by the U.S. Geological Survey (USGS) at North Criner Creek near Criner. The program began October 1989 with a full range discharge station.

We propose the continuation of the above data collection program for the period July 1, 2026 through June 30, 2027 as summarized below:

Station No.	Station Name	Total
07328180	North Criner Creek nr Criner	\$11,500
Hardage Steering Committee (100%) -----		\$11,500

ATTACHMENT A

AGENDA ITEM 3D(11)

MEMORANDUM AGREEMENT

WITH:	Lugert-Altus Irrigation District
PURPOSE:	For water monitoring and data collection
AMOUNT:	Lugert-Altus to pay \$17,300.00
TERM:	Fiscal Year 2027

MEMORANDUM AGREEMENT

THIS AGREEMENT, dated as of the date of the last signature herein but to be effective as provided below, by and between the Oklahoma Water Resources Board, hereafter referred to as "Board", and Lugert-Altus Irrigation District, hereafter referred to as "Cooperator",

WITNESSETH:

WHEREAS, Title 27A O.S. Section 1-3-101 and other state statutes provide to the effect that the Board is the State agency possessing primary jurisdiction, authority and control of water resources management and development, and the coordination of activities in connection therewith, within the state of Oklahoma, and the Board is authorized to coordinate with other public entities of water resource investigations conducted by the federal United States Geological Survey ("USGS") for water quality and quantity monitoring in the state; and,

WHEREAS, in order to carry out its functions, the Board cooperates with the USGS in a program of collection of data concerning the water resources of the state of Oklahoma; and,

WHEREAS, the Cooperator has an important interest in said cooperative program, particularly regarding the determination of available water supplies in its general vicinity.

NOW, THEREFORE, in consideration of the above, it is agreed:

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS, as described in Attachment A.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Twenty-Two Thousand Nine Hundred Dollars (\$22,900.00) to cover costs of necessary field and office work directly related to the collection and computation of records of streamflow to provide a continuous record of the inflow, storage and outflow from Lugert-Altus Reservoir into the natural stream channel, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2026.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Lugert-Altus Irrigation District for the Fiscal Year Ending June 30, 2027", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.
4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days prior written notice to the other party.

5. This Agreement shall be governed by and subject to the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

OKLAHOMA WATER RESOURCES BOARD

LUGERT-ALTUS IRRIGATION DISTRICT

Thomas Gorman, Chairman Date

Manager Date

ATTEST:

ATTEST:

Secretary

Office Manager

(SEAL)

(SEAL)

U.S. GEOLOGICAL SURVEY

Jason M. Lewis, Branch Chief Date
USGS, Oklahoma Water Science Center

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY
for the LUGERT-ALTUS IRRIGATION DISTRICT
for the Fiscal Year Ending June 30, 2027

Program Description:

The U.S. Geological Survey (USGS) operates and publishes the record for two Streamflow-gaging stations and one lake station on a cooperative basis with the city of Altus and the Lugert-Altus Irrigation District financed through the Oklahoma Water Resources Board. The purpose of these stations is to provide a continuous record of the inflow to Lake Altus, the storage in Lake Altus, and the outflow from Lake Altus into the natural stream channel.

We propose continuation of the above data collection program for the period July 1, 2026 to June 30, 2027 as summarized below:

Station No.	Station Name	Total
07301500	North Fork Red River nr Carter	\$16,800
07302500	Lake Altus nr Lugert	\$ 5,200
07303000	North Fork Red River blw Altus Dam nr Lugert	<u>\$16,800</u>
TOTAL		\$38,800

City of Altus share through OWRB (14%) -----	\$ 5,600
Lugert-Altus Irrigation District share (45%) -----	\$17,300
U.S. Geological Survey matching funds (34%) -----	\$13,200
U.S. Geological Survey FPS funds (7%) -----	<u>\$ 2,700</u>
TOTAL	\$38,800

ATTACHMENT A

AGENDA ITEM 3D(12)

MEMORANDUM AGREEMENT

WITH: Oklahoma Gas and Electric Company

PURPOSE: For water monitoring and data collection

AMOUNT: OG&E to pay \$11,500.00

TERM: Fiscal Year 2027

MEMORANDUM AGREEMENT

THIS AGREEMENT, dated as of the date of the last signature herein but to be effective as provided below, by and between the Oklahoma Water Resources Board, hereafter referred to as "Board", and Oklahoma Gas and Electric Company, hereafter referred to as "Cooperator",

WITNESSETH:

WHEREAS, Title 27A O.S. Section 1-3-101 and other state statutes provide to the effect that the Board is the State agency possessing primary jurisdiction, authority and control of water resources management and development, and the coordination of activities in connection therewith, within the state of Oklahoma, and the Board is authorized to coordinate with other public entities of water resource investigations conducted by the federal United States Geological Survey ("USGS") for water quality and quantity monitoring in the state; and,

WHEREAS, in order to carry out its functions, the Board cooperates with the USGS in a program of collection of data concerning the water resources of the state of Oklahoma; and,

WHEREAS, the Cooperator has an important interest in said cooperative program, particularly regarding the determination of available water supplies in its general vicinity.

NOW, THEREFORE, in consideration of the above, it is agreed:

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS, as described in Attachment A.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Eleven Thousand Five Hundred Dollars (\$11,500.00) to cover costs of necessary field and office work directly related to the collection and computation of streamflow records for the Poteau River at Panama, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2026.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Oklahoma Gas and Electric Company, for the Fiscal Year Ending June 30, 2027", which the attached proposal is incorporated by reference herein and made a part hereof for all purposes.
4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days' prior written notice to the other party.

5. This Agreement shall be governed by and subject to the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

OKLAHOMA WATER RESOURCES BOARD OKLAHOMA GAS & ELECTRIC CO.

Thomas Gorman Chairman Date

Date

ATTEST:

ATTEST:

Secretary

[Name, Title]

(SEAL)

(SEAL)

U.S. GEOLOGICAL SURVEY

Jason M. Lewis, Branch Chief Date
USGS, Oklahoma Water Science Center

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY
for the OKLAHOMA GAS AND ELECTRIC COMPANY
for the Fiscal Year Ending June 30, 2027

Program Description:

This stream gaging program for the Poteau River at Panama, Oklahoma consists of the low-flow discharge data collection for one streamflow station. The high-flow portion and the satellite telemetry are funded by the U.S. Army Corps of Engineers, Tulsa District. The U.S. Geological Survey (USGS) operates and publishes the record of streamflow gaging stations to maintain long-term statistical records on a cooperative basis financed through the Oklahoma Water Resources Board (OWRB).

We propose to continue the low flow monitoring program with Oklahoma Gas and Electric. This will provide complete streamflow records and real-time remote data reporting of the minimum flow requirements described by the OWRB under the permitting of water in the Poteau River.

We propose the continuation of the above data collection program for the period July 1, 2026 to June 30, 2027 as summarized below:

<u>Station No.</u>	<u>Station Name</u>	<u>SW</u>	<u>Total</u>
07249413	Poteau R nr Panama	Surface Water Gage	\$11,500
	Oklahoma Gas and Electric (100%) -----		\$11,500

ATTACHMENT A

AGENDA ITEM 3D(13)

MEMORANDUM AGREEMENT

WITH: Oklahoma Dept. of Wildlife Conservation
("ODWC")

PURPOSE: For water monitoring and data collection

AMOUNT: ODWC to pay \$57,100.00

TERM: Fiscal Year 2027

MEMORANDUM AGREEMENT

THIS AGREEMENT, dated as of the date of the last signature herein, by and between the Oklahoma Water Resources Board, hereafter referred to as "OWRB", and the Oklahoma Department of Wildlife Conservation, hereafter referred to as "ODWC",

WITNESSETH:

WHEREAS, Title 27A O.S. Section 1-3-101 and other State statutes provide to the effect that the OWRB is the State agency possessing primary jurisdiction, authority and control of water resources management and development, and the coordination of activities in connection therewith, within the state of Oklahoma, and the OWRB is authorized to coordinate with other public entities in water resource investigations conducted by the federal United States Geological Survey ("USGS") for water quality and quantity monitoring in the state; and,

WHEREAS, Title 27A O.S. 1-3-101 further provides that within the OWRB's jurisdictional areas of environmental responsibility is "administration of a state program for assessing, monitoring, studying and restoring Oklahoma lakes with administration to include, but not be limited to, receipt and expenditure of funds from federal, state and private sources for clean lakes"; and

WHEREAS, Title 82 O.S. 1085.2(2) provides authority for the OWRB "to make such contracts and execute such instruments as in the judgment of the [OWRB] are necessary or convenient to the exercise of any of the powers conferred upon it by law"; and

WHEREAS, in order to carry out its authority and responsibilities, the OWRB cooperates with the USGS in a program of collection of data concerning the water resources of the state of Oklahoma; and,

WHEREAS, the ODWC has an important interest regarding the monitoring and determination of water quality in certain streams and water resources in the state, which the OWRB is in a position to coordinate with and add to the cooperative program with the USGS.

NOW, THEREFORE, in consideration of the above, it is agreed:

1. The monitoring and determination of water quality in the streams and water resources required by the ODWC, as shown in the Scope of Work attached hereto and incorporated herein by reference, or other water quality monitoring work as may be agreed by the authorized representatives of the ODWC and the OWRB, shall be included in the cooperative program being maintained by the OWRB and the USGS, as described in Attachment A.
2. Within thirty (30) days after receipt of an invoice from the Board, the ODWC shall contribute and pay to the Board the amount billed in the invoice, provided the total of all invoices and payment shall not exceed the amount of Fifty-Seven Thousand One Hundred Dollars (\$57,100.00) to cover costs of necessary field and office work directly related to the water quality monitoring performed for the ODWC for the period described in the Scope of Work beginning July 1, 2026 and ending June 30, 2027.
3. This Agreement, or any portion thereof, may be terminated by any party upon thirty (30) days' prior written notice to the other parties. If this Agreement is terminated, the ODWC shall be liable only for payment for performance rendered before the effective date of

Proposed
Cooperative Program
between the **Oklahoma Water Resources Board**
and the **U.S. Geological Survey**
for the **Oklahoma Department of Wildlife Conservation**
for the Fiscal Year Ending June 30, 2027

Program Description:

The existing program for the Oklahoma Department of Wildlife Conservation (ODWC) has historically been maintained through the Oklahoma Water Resources Board (OWRB). Beginning State Fiscal Year 2010, the ODWC began partnering with the OWRB to maintain surface-water and water-quality data collection program with the U.S. Geological Survey for the purpose of monitoring surface-water discharge and water-quality to continue to provide continuous data for long term trend analysis in these Oklahoma river basins.

These stations provide real-time and historic water-discharge and water-quality information that is served on the U.S. Geological Survey Web pages for the water user community and the general public.

We propose the continuation of the above data collection program for the period July 1, 2026 through June 30, 2027 as summarized in below:

Station No.	Station Name	Quality	Discharge	Subtotal
07152500	Arkansas R nr Ralston		\$11,500	\$ 11,500
07175500	Caney R nr Ramona		\$11,500	\$ 11,500
07335500	Red R at Arthur City, TX		\$11,500	\$ 11,500
07335790	Kiamichi R nr Clayton		\$11,500	\$ 11,500
07336820	Red R nr De Kalb		\$11,500	\$ 11,500
07337900	Glover R nr Glover		\$11,500	\$ 11,500
07338750	Mountain Fork R at Smithville		\$11,500	\$ 11,500
07339000	Mountain Fork R nr Eagletown		\$11,500	\$ 11,500
	Totals	\$0	\$92,000	\$92,000

Oklahoma Dept of Wildlife Conservation share through the OWRB	\$57,100
U.S. Geological Survey Federal Matching Funds	\$28,700
U.S. Geological Survey Federal Priority Streamgage Funds	<u>\$ 6,200</u>
	\$92,000

ATTACHMENT A

AGENDA ITEM 3D(14)

MEMORANDUM AGREEMENT

WITH:	Poteau Valley Improvement Auth.
PURPOSE:	For water monitoring and data collection
AMOUNT:	Poteau Valley to pay \$7,100.00
TERM:	Fiscal Year 2027

MEMORANDUM AGREEMENT

THIS AGREEMENT, dated as of the date of the last signature herein but to be effective as provided below, by and between the Oklahoma Water Resources Board, hereafter referred to as "Board", and Poteau Valley Improvement Authority, hereafter referred to as "Cooperator",

WITNESSETH:

WHEREAS, Title 27A O.S. Section 1-3-101 and other state statutes provide to the effect that the Board is the State agency possessing primary jurisdiction, authority and control of water resources management and development, and the coordination of activities in connection therewith, within the state of Oklahoma, and the Board is authorized to coordinate with other public entities of water resource investigations conducted by the federal United States Geological Survey ("USGS") for water quality and quantity monitoring in the state; and,

WHEREAS, in order to carry out its functions, the Board cooperates with the USGS in a program of collection of data concerning the water resources of the state of Oklahoma; and,

WHEREAS, the Cooperator has an important interest in said cooperative program, particularly regarding the monitoring of water resources in its general vicinity.

NOW, THEREFORE, in consideration of the above, it is agreed:

1. The water data collection activities desired by the Cooperator and described in the attachment hereto entitled "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Poteau Valley Improvement Authority for the Fiscal Year Ending June 30, 2025" (the "Proposal"), or other collection activities as may be agreed upon by the authorized representatives of the Cooperator and the Board, shall be included in the cooperative program being maintained by the Board and the USGS, as described in Attachment A.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Seven Thousand One Hundred Dollars (\$7,100.00) to cover costs of necessary field and office work directly related to the collection and computation of records for the Black Fork at Page, Oklahoma, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2026.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Poteau Valley

Improvement Authority for the Fiscal Year Ending June 30, 2027”, which is incorporated by reference herein and made a part hereof for all purposes.

- 4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days' prior written notice to the other party.
- 5. This Agreement shall be governed by and subject to the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

OKLAHOMA WATER RESOURCES
BOARD

POTEAU VALLEY IMPROVEMENT
AUTHORITY

Thomas Gorman, Chairman Date

Chairman Date

ATTEST:

ATTEST:

Secretary

Secretary

(SEAL)

(SEAL)

U.S. GEOLOGICAL SURVEY

Jason M. Lewis, Branch Chief Date
USGS, Oklahoma Water Science Center

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY
for the POTEAU VALLEY IMPROVEMENT AUTHORITY
for the Fiscal Year Ending June 30, 2027

Program Description:

This stream gaging program for the Black Fork at Page, Oklahoma consists of the low flow discharge data collection for one streamflow station. The high-flow portion and the satellite telemetry are funded by the U.S. Army Corps of Engineers, Tulsa District. The U.S. Geological Survey (USGS) operates and publishes the record of streamflow gaging stations to maintain long-term statistical records on a cooperative basis financed through the Oklahoma Water Resources Board (OWRB).

We propose to continue the low-flow monitoring program with Poteau Valley Improvement Authority. This will provide complete streamflow records and real-time remote data reporting of the minimum flow requirements described by the OWRB under the permitting of water in the Black Fork River.

We propose the continuation of the above data collection program for the period July 1, 2026 to June 30, 2027, as summarized below:

<u>Station No.</u>	<u>Station Name</u>	<u>SW</u>	<u>Total</u>
07247250	Black Fork at Page	Surface Water Gage	\$11,500
	PVIA's share through the OWRB		\$ 7,100
	U.S. Geological Survey Federal Matching Funds		<u>\$ 4,400</u>
	Poteau Valley Improvement Authority and USGS Total:		\$11,500

ATTACHMENT A

AGENDA ITEM 3D(15)
JOINT FUNDING AGREEMENT

WITH: United States Geological Service (USGS)

PURPOSE: Continued operation and maintenance of the
Monitoring Program

TERM: July 1, 2026 through June 30, 2027



United States Department of the Interior

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

April 22, 2026

Ms. Julie Chambers
Oklahoma Water Resources Board
3800 N. Classen Boulevard
Oklahoma City, OK 73118

Ms. Chambers:

Enclosed is our standard joint-funding agreement 26SJFAOK002010 between the U.S. Geological Survey Oklahoma-Texas Water Science Center and Oklahoma Water Resources Board for negotiated deliverables (see attached), during the period July 1, 2026 through June 30, 2027 in the amount of \$375,750 from your agency. U.S. Geological Survey contributions for this agreement are \$182,950 for a combined total of \$558,700. Please sign and return one fully-executed original to Mitchell King at 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 **July 1, 2026**. 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 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.

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 C Roussel

Meghan Roussel
Acting Director

Enclosure
26SJFAOK002010

	A	B	C	D	E	F	G	H	I	J	K	L	M	
1	Oklahoma Water Resources Board - U.S. Geological Survey, 2027 Fiscal Year													
2	July 1, 2026 to June 30, 2027													
3	Prepared by J.M.Lewis, January 21, 2026													
4	Joint Funding Agreements:													
5														
6			Oklahoma Water Resources Board, Tribes, and Other Cooperator Funds											\$375,750
7			U.S. Geological Survey Federal Cooperative Water Funds											\$182,950
8			U.S. Geological Survey Federal Priority Streamgage Funds											\$54,746
9												Total	\$613,446	
10	Summary of Tables A and B:													
11	Activity	OWRB Repay	OWRB Unmatched	OWRB Total	Tribe Repay	Tribe Unmatched	Tribe Total	Other Agency Repay	Other Agency Unmatched	Other Agency Total	USGS Federal Match	Totals		
12	Data Collection:													
13	Surface-water monitoring	\$71,496	\$3,754	\$75,250				\$166,200	\$134,300	\$300,500	\$237,696	\$613,446		
14														
15	TOTAL, FY27	\$71,496	\$3,754	\$75,250	\$0	\$0	\$0	\$166,200	\$134,300	\$300,500	\$237,696	\$613,446		
16														
17	Historic Program:													
18	FY26	\$71,496	\$3,754	\$75,250	\$0	\$0	\$0	\$166,200	\$134,300	\$300,500	\$237,696	\$613,446		
19	FY25	\$71,496	\$3,754	\$75,250	\$0	\$0	\$0	\$166,200	\$134,300	\$300,500	\$237,696	\$613,446		
20	FY24	\$111,400	\$8,000	\$119,400	\$0	\$0	\$0	\$145,600	\$142,600	\$288,200	\$257,000	\$664,600		
21	FY23	\$111,400	\$7,000	\$118,400	\$0	\$0	\$0	\$145,600	\$142,600	\$288,200	\$257,000	\$663,600		
22	FY22	\$106,400	\$7,000	\$113,400	\$0	\$0	\$0	\$141,100	\$135,300	\$276,400	\$247,500	\$637,300		
23	FY21	\$106,400	\$7,000	\$113,400	\$0	\$0	\$0	\$141,100	\$110,300	\$251,400	\$247,500	\$612,300		
24	FY20	\$106,400	\$7,000	\$113,400	\$0	\$0	\$0	\$141,100	\$110,300	\$251,400	\$247,500	\$612,300		
25	FY19	\$102,250	\$4,600	\$106,850	\$4,150	\$2,400	\$6,550	\$141,100	\$110,300	\$251,400	\$247,500	\$612,300		
26	FY18	\$102,250	\$4,600	\$106,850	\$4,150	\$2,400	\$6,550	\$141,100	\$110,300	\$251,400	\$247,500	\$612,300		
27	FY17	\$102,250	\$4,600	\$106,850	\$4,150	\$2,400	\$6,550	\$150,875	\$117,850	\$268,725	\$257,275	\$639,400		
28	FY16	\$108,850	\$7,000	\$115,850	\$4,150	\$2,400	\$6,550	\$150,875	\$146,850	\$297,725	\$263,875	\$684,000		
29	FY15	\$108,850	\$7,000	\$115,850	\$4,150	\$2,400	\$6,550	\$150,875	\$154,850	\$305,725	\$263,875	\$692,000		
30	FY14	\$106,830	\$30,890	\$137,720	\$4,400	\$2,150	\$6,550	\$144,075	\$132,900	\$276,975	\$255,305	\$676,550		
31	FY13	\$113,625	\$1,700	\$115,325	\$4,700	\$1,550	\$6,250	\$165,700	\$119,800	\$285,500	\$284,025	\$691,100		
32	FY12	\$113,625	\$1,700	\$115,325	\$4,700	\$1,550	\$6,250	\$165,700	\$143,800	\$309,500	\$284,025	\$715,100		
33	FY11	\$121,700	\$2,300	\$124,000	\$63,450	\$29,900	\$93,350	\$186,200	\$129,350	\$315,550	\$371,350	\$904,250		
34	FY10	\$136,500	\$29,950	\$166,450	\$82,100	\$32,000	\$114,100	\$159,100	\$123,450	\$282,550	\$377,700	\$940,800		
35	FY09	\$188,900	\$29,200	\$218,100	\$41,200	\$11,900	\$53,100	\$129,700	\$121,050	\$250,750	\$359,800	\$881,750		
36	FY08	\$110,350	\$5,900	\$116,250	\$137,350	\$7,550	\$144,900	\$120,300	\$111,750	\$232,050	\$368,000	\$861,200		
37	FY07	\$204,650	\$103,000	\$307,650	\$106,700	\$0	\$106,700	\$130,700	\$169,300	\$300,000	\$442,050	\$1,053,400		
38	FY06	\$189,800	\$0	\$189,800	\$102,900	\$0	\$102,900	\$115,650	\$53,900	\$169,550	\$408,350	\$870,600		
39	FY05	\$201,275	\$0	\$201,275	\$141,550	\$0	\$141,550	\$115,650	\$39,300	\$154,950	\$458,475	\$956,250		
40	FY04	\$310,525	\$0	\$310,525				\$106,050	\$38,600	\$144,650	\$416,575	\$871,750		
41	FY03	\$396,380	\$0	\$396,380				\$111,550	\$31,600	\$143,150	\$507,930	\$1,047,460		
42	FY02	\$350,430	\$0	\$350,430				\$111,050	\$29,300	\$140,650	\$461,780	\$950,860		
43	FY01	\$350,430	\$0	\$350,430				\$111,050	\$27,800	\$138,850	\$461,480	\$950,760		
44	FY00	\$374,070	\$0	\$374,070				\$111,300	\$31,300	\$142,600	\$485,370	\$1,002,040		
45	FY99	\$468,740	\$0	\$468,740				\$111,300	\$31,300	\$142,600	\$580,040	\$1,191,380		
46	FY98	\$458,740	\$0	\$458,740				\$124,050	\$12,300	\$136,350	\$582,790	\$1,177,880		
47														
48														
49														
50														

Form 9-1366
(May 2018)

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

Customer #: 600000284
Agreement #: 26SJFAOK002010
Project #: SJ009ME
TIN #: 73-6017987

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of July 1, 2026, 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) \$182,950 by the party of the first part during the period July 1, 2026 to June 30, 2027
- (b) \$375,750 by the party of the second part during the period July 1, 2026 to June 30, 2027
- (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 #: 600000284
Agreement #: 26SIJFAOK002010
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: Julie Chambers
Address: 3800 N. Classen Boulevard
Oklahoma City, OK 73118
Telephone: (405) 530-8800
Fax: (n/a)
Email: Julie.Chambers@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: 2026.04.22 14:57:08
-05'00'
By MEGHAN ROUSSEL
Name: Meghan Rousel
Title: Acting Director

Signatures

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

Bill Caithron

Jessica Billingsley

Julie Chambers

Julie Chambers
Julie Chambers (May 6, 2026 13:34:54 CDT)

Safa Gibson
Safa Gibson
Safa Gibson (May 6, 2026 13:37:08 CDT)

Signature: *Julie Chambers*
Julie Chambers (May 6, 2026 13:33:42 CDT)

Email: julie.chambers@owrb.ok.gov

CONTRACTS CHECKLIST

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

Initials

BC

Draft approved by Division Chief

JB

Jessica Billingsley: Contract amount has been budgeted

AP

Anil Pillai: All purchasing requirements have been satisfied

JC

All other parties have agreed to the terms of the contract

JC

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

SDG

Final draft approved by General Counsel

Contact Info for OWRB

Julie Chambers

julie.chambers@owrb.ok.gov

405-530-8932

Contact info for Contractor

Mitchell King

mking@usgs.gov

405-249-3296

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

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

(Please email a brief description including the term and amount of the contract along with this checklist)

AGENDA ITEM 3D(16)
JOINT FUNDING AGREEMENT

WITH:	Board of Regents of the University of Oklahoma
PURPOSE:	Provide Applications for Geospatial Data Migration and Web Map Hosting FY27
TERM:	July 1, 2026 through June 30, 2027
AMOUNT:	No more than \$17,651.00

SPONSORED RESEARCH AGREEMENT

FY27-26-1246-5

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

WITNESSETH

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

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

SECTION 1. DEFINITIONS

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

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

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

1.4 "Project" shall mean the research project entitled Applications for Geospatial Data Migration and Web Map Hosting FY27 as described in **Appendix A**, under the direction of Dr. Todd Fagin as Principal Investigator.

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

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

SECTION 2. RESEARCH WORK

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

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

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

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

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

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

SECTION 3. PERIOD OF PERFORMANCE

3.1. The Period of Performance will be: July 1, 2026, through June 30, 2027.

SECTION 4. COSTS, BILLINGS AND OTHER SUPPORT

4.1 This is a cost reimbursable agreement. For the services, reports, and other items to be delivered hereunder, Sponsor shall pay University, in U.S. dollars, an amount not to exceed Seventeen Thousand Six Hundred Fifty One Dollars (\$17,651.00), payable to the University of Oklahoma and sent to the business/payment address in **Section 10**. University shall bill Sponsor monthly, on a cost reimbursable basis, at Sponsor's business address set forth in **Section 10**.

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

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

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

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

SECTION 5. TERMINATION

5.1 Either party may terminate this Agreement at any time by giving not less than sixty (60) days prior written notice to the other party. In the event of early termination, University shall take all reasonable steps to minimize termination costs. Provided, notwithstanding anything in this Agreement to the contrary, in the event of early termination, Sponsor shall pay all costs and noncancellable obligations incurred by University and prorated as of the date of termination. Noncancellable obligations may include, without limitation, compensation for Project personnel through the end of their contract term.

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

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

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

SECTION 6. PUBLICITY

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

SECTION 7. PUBLICATION

Subject to confidentiality provisions, University shall have the right at its discretion to release non-proprietary information or to publish any material resulting from the Project. University will furnish a copy of any proposed publication to Sponsor for its review at least thirty (30) days in advance of submission for publication. Publication of specific results may be delayed for a limited period, not to exceed sixty (60) days, to obtain any intellectual property protection and remove Sponsor Confidential Information (as defined in Section 9 hereinafter) contained in the publication. Sponsor agrees to limit disclosure of such copies to its employees solely for the purposes of review and comment unless otherwise agreed in writing by University. No unreasonable delay shall be imposed on the filing, defense or publication of any student thesis or dissertation. University shall give Sponsor the option of being acknowledged in such publication for its sponsorship of the Project.

SECTION 8. INTELLECTUAL PROPERTY

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

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

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

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

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

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

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

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

SECTION 9. CONFIDENTIALITY

It is anticipated that no confidential and/or proprietary information will be disclosed between the parties under this Project. However, if any confidential and/or proprietary information is disclosed and/or created as a result of this Agreement, it shall be identified as such to both parties and protected by a separate confidentiality agreement.

SECTION 10. NOTICES

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

If to Sponsor (Business/Invoices):	
Name:	
Address:	3800 North Classen Blvd.
City, State, ZIP Code:	Oklahoma City, OK 73118
Phone/Fax:	() ()
e-mail:	

If to Sponsor (Technical):	
Name:	
Address:	3800 North Classen Blvd.
City, State, ZIP Code:	Oklahoma City, OK 73118
Phone/Fax:	() ()
e-mail:	

If to University (Legal):	
Name:	The Executive Secretary of the Board of Regents of the University of Oklahoma
Address:	660 Parrington Oval, Room 119
City, State, ZIP Code:	Norman, OK 73019-3203

If to University (Business/Payment):	
Name:	Donald Smith, Director
Address:	University of Oklahoma Grants & Contracts Accounting 201 Stephenson Parkway, Suite 3400
City, State, ZIP Code:	Norman, OK 73019-9705
Phone/Fax:	(405) 325-4979 (405) 325-6029
e-mail:	OUNGCAinfo@ou.edu

If to University (Business/Contract Terms):	
Name:	Gayle Parker, CRA
Address:	Office of Research Services University of Oklahoma 201 Stephenson Pkwy., Five Partners Place, Ste. 3100
City, State, ZIP Code:	Norman, OK 73019-9705
Phone/Fax:	(405) 325-6061 (405)325-6029
e-mail:	gparker@ou.edu

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

SECTION 11. GENERAL TERMS AND CONDITIONS

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

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

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

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

11.5 This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties relating to the work to be performed. This Agreement may be extended, renewed or otherwise amended at any time by the mutual written agreement of the parties. If a purchase order or other document relating to the work to be performed is provided with terms or conditions contradictory to those included in this Agreement, the terms and conditions of this Agreement shall supersede and remain applicable.

11.6 This Agreement may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument. This Agreement may be executed using electronic or digital signatures, which shall have the same force and effect as a manual signature.

11.7 The parties agree that this Agreement shall be binding upon their respective successors, assigns or transferees of any nature, if assignment and/or transfer is permitted in accordance with the terms of this Agreement.

11.8 Sponsor agrees that it shall comply with the export control laws and regulations, embargoes and sanctions. Each party agrees that in the event that export controlled information/technology is disclosed, disclosing party shall provide receiving party with sufficient and appropriate information including Export Control Classification Numbers (ECCNs) and/or the Munitions List categories to allow receiving party to properly comply with the export controls regulations. Sponsor maintains an export management system adequate to ensure compliance. Sponsor agrees that it will comply with all other applicable laws, orders and regulations relating to the use and/or transfer of deliverables specified in **Appendix A** and that it will not at any time take any action which would cause University to be in violation of any such laws, orders and regulations.

11.9 In the performance of all services hereunder, the parties shall be deemed to be and shall be independent contractors and, as such, neither shall be entitled to any benefits applicable to employees of the other. Neither party is authorized or empowered to act for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, and/or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

11.10 University agrees to be responsible for its own negligent acts and omissions and those of its employees and agents. Sponsor acknowledges that University's tort liability is subject to and is limited by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, as amended.

11.11 As applicable, the parties represent that they are in compliance with all applicable federal (including federal Executive Orders Nos. 13279 and 11141) and state laws and regulations and that these terms must be included in any subcontracts awarded involving this Agreement. More specifically, the parties do not discriminate on the basis of race, color, national origin (including actual or perceived shared ancestry or ethnic characteristics), sex, sexual orientation, marital status, genetic information, gender identity/expression (consistent with applicable law), age (40 or older), religion, disability, political beliefs, or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, housing, financial aid, and educational services. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212. Sponsor acknowledges and agrees that it will take no action, make no decision, and grant no preference or disadvantage, directly or indirectly, based on a person's race, color, national origin, ethnicity, religion, sex, or marital status.

11.12 The terms of this Agreement shall not be binding upon either of the parties hereto until it has been properly executed on behalf of each party to the Agreement in the spaces provided below. It is then effective as of the starting date of the period of performance.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

**STATE OF OKLAHOMA
WATER RESOURCES BOARD**

**THE BOARD OF REGENTS OF THE
UNIVERSITY OF OKLAHOMA**

BY: _____
TITLE: _____
DATE: _____

BY: Leslie Flenniken Kelly, CRA
Digitally signed by Leslie Flenniken Kelly, CRA
Date: 2026.06.10 10:03:19 -05'00'

Michael Purcell
TITLE: Associate Vice President for Research and Partnerships
DATE: _____

READ AND UNDERSTOOD:

BY: Todd Fagin
Principal Investigator

DATE: 

SCOPE OF WORK FOR
Oklahoma Water Resources Board
Applications for Geospatial Data Migration and Web Map Hosting
– Hosting & Maintenance –

SUBMITTED TO

Kylee Wilson
Public Information Manager

&

Darla Whitley
Public Outreach Division Manager

Oklahoma Water Resources Board
3800 North Classen Blvd
Oklahoma City, OK 73118

SUBMITTED BY

Todd Fagin, Executive Associate Director
Center for Spatial Analysis
The University of Oklahoma
Two Partners Place
3100 Monitor Ave. Suite 180
Norman, OK 73019
July 2026-June 2027

Overview

The purpose of this scope of work is to maintain the ArcGIS Enterprise solution for the Oklahoma Water Resources Board (OWRB) that manages its applications critical to their work and service to the state of Oklahoma. The enterprise is built using Portal for ArcGIS for data storage and a web map service buildout. The OWRB Portal stores/hosts/publishes existing OWRB project related data and maps. This application allows OWRB to run reports, manage, and oversee the work being conducted on its enterprise system.

The software, hardware, and applications used to develop and provide the GIS Enterprise is maintained by the Center for Spatial Analysis (CSA) at the University of Oklahoma – Norman campus. CSA houses its server infrastructure in a secure data center in the National Weather Center. The data we manage is backed-up continuously in two locations and is stored behind the University of Oklahoma firewall as well as a CSA firewall.

Licensing for ArcGIS products will be provided to OWRB while the project is under development and hosted through the GIS Enterprise that running on CSA servers. Users, as defined by project managers at OWRB, will have full access to the OWRB Portal, where they can build and publish map services, manage and view data, as well as export data as needed. Separate logins with specific user capabilities will be assigned as required by OWRB.

This scope outlines the cost of maintenance and hosting the OWRB ArcGIS Server Suite for a one-year contract renewable annually.

Scope of Work

1. Provide software licensing, hosting and server maintenance for the OWRB ArcGIS Server Suite.

Server hosting and maintenance will be provided to OWRB by CSA, on one or more University of Oklahoma GIS servers including:

- Hardware maintenance/upgrade/replacement
 - System administration and updates
 - Software access
 - Data storage space
 - Bandwidth usage
 - Network connection charges
 - Security management
 - Backup and restore capabilities
2. Meet with OWRB to train employees (instructions will also be provided) on how to create, migrate, and publish using Portal for ArcGIS and ArcGIS Online;
 3. Test, troubleshoot and debug the system as problems arise.

Note: Everything that CSA builds can be downloaded and moved to another managed system – e.g. OMES. While we can package the portal that we build, we cannot guarantee that its functions will remain intact, as we have different systems that manage these applications, as well as different web domains.

Budget Justification:

1. Personnel: \$2,009

Todd Fagin (Executive Associate Director: .20% for 12 months = \$248) will serve as the project coordinator on the grant.

Kelby Thomasson (Systems Administrator: 1.01% for 12 months = \$913) will provide IT support and manage the OWRB enterprise portal.

Leah Nash (Associate Director of Administration & Finance: 0.87% for 12 months = \$848) will administer the budget and assist in troubleshooting.

2. Hosting, licensing, and maintenance: \$12,000

Pricing includes:

- 250GB OS drive
- 16GB RAM
- 5TB storage
- ArcGIS Server
- Full remote access (logged and audited)

- All servers fall under our standard system administration and maintenance:
- Regularly scheduled software and OS updates and maintenance;
- Regular storage space and integrity checks (growth will need to be evaluated at contract term intervals);
- Regular evaluation of CPU cycles, memory allocation, and bandwidth, adjusting as necessary;
- Mission-critical support during catastrophic failure (This would cover critical failures affecting and resulting from ordinary use).

\$1,000.00 per month @ 1 year = \$12,000

3. Indirect Cost estimate at 26% (**Please note that the University sets this rate and increases are out of our control.**): \$3,642

Total 1 Year Cost **ESTIMATE** for “Hosting and Maintenance”: **\$17,651**

Appendix B

UNIVERSITY OF OKLAHOMA

Budget Period 1

See notes at bottom of spreadsheet

		7/1/2026	to	6/30/2026						
A. SENIOR PERSONNEL		(Set) Appt Mos.			SALARY	SPONSOR REQUEST	OU COST SHARE	TOTAL	Salary Requested	Fringe Benefits
1. Principal Investigator		12	0.20%	FTE x 12 academic mos.	\$92,111	\$184		\$184	\$184	\$64
Todd Fagin				FTE x summer mos.	\$92,111					
2. Co-Principal Investigator		12	1.01%	FTE x 12 academic mos.	\$66,705	\$676		\$676	\$676	\$237
Kelby Thomasson				FTE x summer mos.	\$66,705					
3. Co-Principal Investigator		12	0.87%	FTE x 12 academic mos.	\$72,138	\$628		\$628	\$628	\$220
Leah Nash				FTE x summer mos.	\$72,138					
4. Co-Principal Investigator		12		FTE x 12 academic mos.						
				FTE x summer mos.						
5. Co-Principal Investigator		12		FTE x 12 academic mos.						
				FTE x summer mos.						
TOTAL SENIOR PERSONNEL					Fringe Rate 35.00%	TOTAL	\$1,488	\$1,488	\$1,488	\$521
B. OTHER PERSONNEL					Fringe Rate					
1. () POST DOCTORAL ASSOCIATES					19.00%					
2. () OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)					35.00%					
3. () PROJECT SECRETARIAL/CLERICAL (restricted use -ask PDS)					35.00%					
4. () GRADUATE STUDENTS			# MONTHS APPT		9.50%					
5. () UNDERGRADUATE STUDENTS			# MONTHS APPT		0.20%					
6. () OTHER					35.00%					
TOTAL SALARIES AND WAGES (A+B)						\$1,488		\$1,488	\$1,488	\$521
C. FRINGE BENEFITS (If temp employee or other FB rate needed contact PDS)								\$521	\$521	
TOTAL SALARIES WAGES AND FRINGE BENEFITS (A+B+C)						\$2,009		\$2,009		
D. EQUIPMENT (\$5,000 per unit or fabricated and retained by our organization for at least 1 year)*										
Item	Cost	Item	Cost							
_____	_____	_____	_____							
_____	_____	_____	_____							
_____	_____	_____	_____							
TOTAL PERMANENT EQUIPMENT										
E. TRAVEL										
Domestic _____										
Foreign _____										
Use federal/state rates; Detail travel costs in budget justification										
TOTAL TRAVEL										
F. PARTICIPANT SUPPORT COSTS (NON-EMPLOYEE Conference/Workshop Attendees)										
1. STIPENDS	_____	3. SUBSISTENCE	_____							
2. TRAVEL	_____	4. OTHER	_____							
() Number of Participants	_____	TOTAL PARTICIPANT SUPPORT								
G. OTHER DIRECT COSTS										
1. MATERIALS AND SUPPLIES										
Item	Cost	Item	Cost							
_____	_____	_____	_____							
_____	_____	_____	_____							
_____	_____	_____	_____							
TOTAL MATERIALS & SUPPLIES										
2. PUBLICATION COSTS/DOCUMENTATION DISSEMINATION										
3. CONSULTANT SERVICES Provide daily rate and number of days in justification										
4. COMPUTER (ADPE) SERVICES										
5. SUBCONTRACTS * AMOUNT FOR IDC CALCULATION										
6. TUITION FEE To determine the total number of GRA months for more than one appointment add all months; for example one GRA appointed at 12 mos. plus one at 6 mos. = 18 months total. Partial month = full month (example 4.5 months = 5 months)										
Total number of GRA months										
7. INCENTIVES (Any allocation to study participants, focus groups, etc. Provide details in justification)										
8. OTHER										
Item	Cost	Item	Cost							
Web app portal	\$12,000	_____	_____							
storage & maintenance	_____	_____	_____							
_____	_____	_____	_____							
TOTAL OTHER						\$12,000		\$12,000		
TOTAL OTHER DIRECT COSTS (G1 - 8)						\$12,000		\$12,000		
Subtotal Direct Costs						\$14,009		\$14,009		
If ARRC or LASI Fees should be included, make selection on Info tab.										
H. TOTAL DIRECT COSTS (A THROUGH G)						\$14,009		\$14,009		
I. INDIRECT COSTS:										
26.00% MTDC Base =						\$14,009				
TDC Base =						N/A		\$3,642		
J. TOTAL COSTS - PERIOD ONE						\$17,651		\$17,651		
Third Party Costshare Organization #1:										
Organization #2:										
TOTAL						\$17,651		\$17,651		

Pls: You MUST use salary estimator to you are paying at minimum salary req department/c

**NIH ONL
Total Direct Costs:
Does not include sub**

Budget Justification

A total of \$17,651 is being received from The Oklahoma Water Resources Board (OWRB) for “Applications for Geospatial Data Migration and Web Map Hosting – Hosting & Maintenance.”

SALARY AND WAGES:

Professional Salaries

Todd Fagin is the Primary Investigator and will manage this project with Kelby Thomasson and Leah Nash as Co-PIs. We plan funding for .002 FTE, .0101 and .0087 FTE of their efforts from the Oklahoma Water Resources Board. A total of \$1,488 is planned from the Oklahoma Water Resources Board to support Todd, Kelby and Leah who will be working on this project. These employees will be performing various tasks for hosting and maintaining the web applications.

Hourly Wages

NA

Temporary Wages

NA

Graduate Student Wages

NA

Undergraduate Student Wages

NA

FRINGE BENEFITS:

At the University of Oklahoma (OU), the current fringe benefits rates as negotiated with DHHS, are: 35.00% for full-time professional and hourly staff, 19.00% for postdoctoral associates, 9.50% for graduate research assistants and .20% for undergraduates. These benefits may include FICA, workmen's compensation, unemployment compensation, retirement, and life, dental, and health insurance. The fringe benefits have been computed based on the negotiated University rates and assigned positions of project personnel. <https://ou.edu/research-norman/research-services/rates-and-reports> The OU fiscal year is July 1 to June 30. Project year may vary from fiscal year and normally consists of increments of 12 months from project start.

We are requesting \$521 from The Oklahoma Water Resources Board.

NONLABOR RELATED COSTS:

Travel: NA

Supplies: NA

Other: \$12,000 for web app portal storage and maintenance

Hardware/software: \$0

Tuition Remission:

The University of Oklahoma-Norman Campus direct charges tuition remission costs for graduate research assistants at a monthly rate per Graduate Student. Guidance is available at: <https://ou.edu/research-norman/research-services/guidance/tuition-remission-practice> .

We are requesting \$0 from The Oklahoma Water Resources Board.

INDIRECT COSTS:

Indirect Costs (IDC) are calculated using the University's current federal negotiated pre-determined rate for state agency research which is 26% of modified total direct costs (MTDC) per agreement with DHHS dated 03/01/2023. The MTDC base excludes equipment costing \$5,000 or more, tuition remission, and subaward amounts in excess of \$25,000. Indirect costs represent research support costs incurred by the University of Oklahoma. These costs include laboratories and facilities usage, building maintenance, utilities, general grant administration and accounting, and other University services. Cognizant agency & contact: DHHS, Arif Karim, 214.767.3261. URL: <https://ou.edu/research-norman/research-services/rates-and-reports> .

We are requesting \$3,642 from Oklahoma Water Resources Board.

AGENDA ITEM 3D(17)
JOINT FUNDING AGREEMENT

WITH:	Oklahoma Property Investors II, LLC
PURPOSE:	Written notice from OWRB terminating month-to-month tenancy at the Cameron Building.
TERM:	Termination date of July 31, 2026



OKLAHOMA

Water Resources Board

Deena Smith
Oklahoma Property Investors II LLC
11212 N May Ave., STE 400
Oklahoma City, OK 73120

Re: Notice of Lease Termination – 2901, N. Classen Blvd Oklahoma City OK 73106 (Cameron Building Rear Parking Lot)

Dear Ms. Smith,

Please accept this letter as formal, written notice that the Oklahoma Water Resources Board (OWRB) is terminating its month-to-month tenancy for the following premises.

2901 N. Classen Blvd
Oklahoma City OK 73106
Cameron Building Rear Parking Lot

As a matter of record, the OWRB entered into a lease agreement with Oklahoma Property Investors II LLC, by and through the Office of Management and Enterprise Services (OMES), effective **July 1, 2012**. Following the expiration of the formal renewal terms on **June 30, 2020**, the tenancy continued on a mutually agreed-upon month-to-month basis under the same covenants, terms, and rental amounts.

Pursuant to the terms of the tenancy and applicable Oklahoma law, notice is hereby given of the following:

- **Termination Date:** The month-to-month tenancy and any associated agreements shall officially terminate effective **July 31, 2026**.
- The OWRB shall completely vacate and surrender possession of the premises to the Landlord on or before **July 31, 2026**.



OKLAHOMA

Water Resources Board

If you have any questions, please contact Jay Foote (Jay.Foote@owrb.ok.gov) 405-530-8873 or Anil Pillai (Anil.Pillai@owrb.ok.gov) 405-530-8872.

Sincerely,

For Oklahoma Water Resources Board

Print Name and title

Date: _____

AGENDA ITEM 3D(18)
JOINT FUNDING AGREEMENT

WITH: Oklahoma Department of Agriculture,
Food, and Forestry

PURPOSE: FY27 Interagency agreement between
OWRB and ODAFF for monitoring of
Licensed Managed Feeding Operations
across Oklahoma

TERM: July 1, 2026 through June 30, 2027

**INTERAGENCY AGREEMENT BY AND BETWEEN
OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY
AND
OKLAHOMA WATER RESOURCES BOARD**

This Interagency Agreement ("Agreement") by and between the Oklahoma Department of Agriculture, Food, and Forestry ("ODAFF") and the Oklahoma Water Resources Board ("OWRB") is accepted by both ODAFF and OWRB for the following purpose(s): collecting groundwater samples at monitoring wells of swine licensed managed feeding operations ("LMFOs").

Authorization

Title 2, Section 20-12(F)(2) of the Oklahoma Statutes and the Oklahoma Administrative Code Section 35:17-3-11(e)(6)(A) authorize ODAFF to enter into this Agreement for the purpose of collecting and analyzing samples from swine LMFO monitoring wells. Title 82, Section 1085.2(2) of the Oklahoma Statutes authorizes OWRB to make such contracts as are necessary or convenient to the exercise of any of the powers conferred upon it by the law. OWRB has the personnel, services and equipment necessary to collect samples from LMFO monitoring wells.

General Terms and Conditions

1. **Payment:** ODAFF is applying for a grant from the U.S. Environmental Protection Agency ("EPA") disbursed via the Oklahoma Office of the Secretary of Energy and Environment ("OSEE") in the amount of \$170,000.00. Under the Clean Water Act, Section 106, the monies will be used, subject to OSEE's approval, to conduct the sampling of monitoring wells at swine LMFO facilities. The total amount to be paid under this Agreement shall not exceed \$170,000.00. The OWRB will invoice ODAFF on a quarterly basis for services and other associated costs incurred between July 1, 2026 and June 30, 2027 (Quarter 1 due no later than Oct 15; Quarter 2 due no later than Jan 15; Quarter 3 due no later than Apr 15; Quarter 4 and final invoice due no later than July 15). If final program costs amount to less than the amount of the grant approved by EPA, the balance of the funds will remain with the OSEE. All final invoices shall be submitted to the ODAFF no later than August 31, 2027. This Agreement is subject to the ODAFF receiving funding under the Clean Water Act, Section 106. During the effective term of this Agreement, should funding be reduced the ODAFF may limit, reduce, or cease its monies available pursuant to the Agreement via issuance of a change order. No payments to OWRB will be made until the OWRB/ODAFF Quality Assurance Project Plan ("QAPP") has been approved by EPA; except up to 10% of the grant funds received by ODAFF shall be paid to OWRB to reimburse initial planning costs regardless of the QAPP approval.
2. **Duration and Termination:** This Agreement, dated for convenience of reference as of July 1, 2026, shall become effective upon the approval and execution by both parties hereto. The term of this Agreement shall conclude on June 30, 2027. Either party may terminate this Agreement with thirty (30) days written notice.
3. **Amendment:** The terms of this Agreement may be amended only by the written agreement of both parties.
4. **Employment Status:** Nothing in this Agreement shall be construed to change or alter the status of the employees of either the ODAFF or OWRB. At no time shall any employee, volunteer, contractor, or designated person of the OWRB be considered an employee of ODAFF.

5. Costs of Monitoring Well Sample Analysis: Pursuant to 2 O.S. Section 20-12(F)(2)(a), the swine LMFO owner shall be responsible for the costs of sample gathering and laboratory analysis, unless the Oklahoma Legislature specifically appropriates funding for swine LMFO sampling costs to OWRB as part of programs.
6. Additional Terms:
 - a. ODAFF and OWRB shall comply with all applicable and pertinent laws and rules of the State of Oklahoma and the United States.
 - b. All invoices regarding this Agreement shall include the EPA grant application number.

Responsibilities of Parties

OWRB agrees to the following:

1. To sample and monitor swine LMFO monitoring wells, which includes the following requirements:
 - a. The OWRB will develop and maintain a QAPP subject to ODAFF and EPA approval. The QAPP will specify the quality assurance and quality control (QA/QC) protocols and measures to be used during the sample procurement processes.
 - b. At least annually, OWRB, utilizing appropriate QA/QC protocols shall collect groundwater samples from swine LMFO monitoring wells identified by ODAFF. The samples shall be submitted to ODAFF's Laboratory Services Division, Water and Inorganic Section or to any other laboratory as agreed upon by ODAFF's Agricultural Environmental Management Services Division Director and OWRB's Water Assessment, Trends, and Environmental Research Division Chief. All monitoring wells shall be sampled at least once by May 31, 2027. OWRB will coordinate with ODAFF the parameters to be sampled based upon the Oklahoma Swine Feeding Operations Statutes and rules and the schedule of sample collection with ODAFF.
 - c. Field work will be documented by completion of monitoring well data purge and sample forms data fields which will include the current name of the swine LMFO company, facility name and license number, facility type, the ODAFF assigned well numbers, the existing and new security seal or well lock numbers, the OWRB sampling team members, the date and time of sample collection, a log of the field purge parameter data and final purge stability criteria as well as the method of purge water and sample water extraction. These data fields will be submitted electronically to ODAFF no later than July 15, 2027, or upon request.
 - d. The OWRB will submit samples for each "wet" monitoring well to the ODAFF laboratory for analysis of fecal coliform bacteria, nitrate-nitrogen, ammonium-nitrogen, total phosphorous, pH, and electrical conductivity observing 24-hour holding time protocols for fecal coliform bacteria. The chain of custody documentation will accompany all samples submitted to the lab identifying the swine LMFO licensee, facility name, and license number, the name of the OWRB employee responsible for sample collection, well numbers, and analytical parameters to be tested and method of preservation.

- e. By January 10 and July 10, the OWRB shall provide ODAFF with a semi-annual summary that includes:
 - i. The number of wells sampled, and dry wells inspected,
 - ii. The level (percent) of work completed, and the amount of funds expended,
 - iii. Major accomplishments for the reporting period,
 - iv. Problems or obstacles encountered, and any remedial actions taken during the reporting period,
 - v. Updates to any personnel working on the project, and
 - vi. Work planned for the next, upcoming semi-annual reporting period.
 - f. The OWRB shall provide ODAFF with any updated global positioning data related to the locations (Latitude/Longitude) of monitoring wells at swine LMFOs.
2. To allow ODAFF to audit any payments made to OWRB under this Agreement, whether by a State Auditor or any other auditor specified by ODAFF, all records shall be made available upon request by an authorized representative of ODAFF. The term "records" include books, documents, accounting procedures and practices, claims and other data regardless of type whether in written form, computer data or any other form filed, produced or relating to OWRB performance under this Agreement.
 3. The OWRB shall retain all necessary records, books, and any other reasonably necessary documentation relating to the nature, time and scope of the Agreement, regardless of form, for a period of seven (7) years following completion or termination of the Agreement. If an audit, litigation, or other action involving the records commences before the end of the seven (7) year retention period, the records shall be maintained for two (2) years from the date that all issues arising out of the action are resolved.
 4. To give ODAFF's laboratory as much notice as possible before submitting samples for analysis.

ODAFF agrees with the following:

1. To cause OSEE to pay the OWRB for services performed in accordance with this Agreement after receipt of each quarterly invoice, according to paragraph No. 1, "Payment", under the heading "General Terms and Conditions" above.
2. To provide OWRB with all available requested information regarding monitoring wells at swine LMFOs, including but not limited to, location, historical data, and any other relevant information and to coordinate with OWRB regarding sampling events and required sampling parameters.
3. To provide laboratory analytical data in an electronic format as mutually agreed by the ODAFF Laboratory Services Director and OWRB Water Assessment, Trends, and Environmental Research Division Chief.
4. ODAFF shall collect any money due from LMFO owners pursuant to this Agreement.
5. To review and provide feedback and approval on any newly developed or updated QAPP and cause to obtain feedback and approval from EPA.

Compliance

This Agreement is made expressly subject to applicable law and is to be construed in a manner consistent with applicable laws and regulations. The Parties expressly agree to comply with all the laws of the United States, the State of Oklahoma and any political subdivision where any portion of the Agreement is to be performed, including all statutes, rules, or regulations now existing or that may be promulgated in the future. This Agreement neither expands nor degrades the jurisdiction or authority vested in the Parties by applicable law. This Agreement is not intended to modify or supersede any other applicable interagency agreements existing as of the date of this Agreement.

Severability

If any provision of this Agreement is found to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or any renewal or extension of this Agreement, then it is the intention of the undersigned parties that the remainder of this Agreement that is not found to be illegal, invalid, or unenforceable shall remain in full force and effect.

APPROVED:

Oklahoma Department of Agriculture, Food, and Forestry

Blayne Arthur Date
Secretary of Agriculture
Or Designee

Oklahoma Water Resources Board

Chairman Date

ATTEST:

Secretary

(SEAL)

AGENDA ITEM 3D(19)

JOINT FUNDING Amendment

WITH:	Oklahoma Department of Agriculture, Food, and Forestry
PURPOSE:	Amendment and extension of the FY26 Interagency agreement between OWRB and ODAFF for monitoring of Licensed Managed Feeding Operations across Oklahoma.
TERM:	

ADDENDUM TO THE INTERAGENCY AGREEMENT
Between the
OKLAHOMA WATER RESOURCES BOARD
and the
OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, and FORESTRY

The Interagency Agreement was made and entered into between the Oklahoma Water Resources Board and the Oklahoma Department of Agriculture, Food, and Forestry (ODAFF).

IT IS HEREBY AGREED TO BY THE PARTIES:

- 1) To amend the Agreement in OWRB agrees to the following: 1.b. All monitoring wells shall be sampled at least once by July 15, 2026.
- 2) To amend the Agreement in in OWRB agrees to the following: 1. c. Sampling data fields will be submitted electronically to ODAFF no later than August 21, 2026.

The changes in this Addendum shall take effect upon approval of both parties.

All other statements, obligations, terms, conditions, and agreements in the original Agreement remain as originally stated and are not altered or amended by the Addendum.

Blayne Arthur
Commissioner of Agriculture
Or Designee

Date

Chairman
Oklahoma Water Resources Board

Date

AGENDA ITEM 3D(20)

JOINT FUNDING AGREEMENT

WITH:	Grand River Dam Authority
PURPOSE:	Renewal of Dissolved Oxygen Monitoring Contract Between OWRB and the GRDA FY27.
TERM:	July 1, 2026 through June 30, 2027
AMOUNT:	Not to exceed \$289,389.00

INTERAGENCY AGREEMENT

THIS AGREEMENT, dated for convenience of reference as of the 1st day of July, 2026 but to be effective as provided herein, by and between the Oklahoma Water Resources Board, hereinafter referred to as "Board", an agency of the State of Oklahoma created and existing pursuant to 82 O.S. § 1085.1, and the Grand River Dam Authority, hereinafter referred to as "Authority", an agency of the State of Oklahoma organized and existing pursuant to 82 O.S. § 861 et seq. as amended.

WHEREAS, 27A O.S. § 1-3-101 provides in part that the Board has a number of jurisdictional areas of environmental responsibility for the State of Oklahoma, including but not limited to administration of a state program for assessing, monitoring, studying and restoring Oklahoma lakes; and

WHEREAS, the Authority is a licensee under the Federal Power Act for all hydropower projects referenced herein; and

WHEREAS, the Board has the personnel, labor, equipment and facilities available to perform work for the Authority in connection with the project described herein; and

WHEREAS, pursuant to 82 O.S. §1085.2(2) the Board is authorized to make such contracts as in the judgment of the Board are necessary or convenient to the exercise of any of the powers conferred upon it by law; and

WHEREAS, this Agreement is further authorized by 74 O.S. § 581.

NOW, THEREFORE, in consideration of the above, it is agreed:

1. **SERVICES TO BE PROVIDED BY BOARD.** The Board shall complete the work and services ascribed to it in "Work plan for GRDA Dissolved Oxygen Monitoring Project for Fiscal Year 2027" attached hereto and incorporated by reference herein, in accordance with a schedule to be developed by representatives of the parties.
2. **COMPENSATION BY AUTHORITY TO BOARD.** The Authority shall pay and reimburse the Board for services performed and costs incurred in the performance of this Agreement, provided the total amount shall not exceed Two Hundred Eighty-Nine Thousand, Three Hundred Eighty-Nine Dollars (\$289,389) for the entire term hereof. Payments shall be made according to the following procedures:
 - a. The Board shall prepare, at minimum, quarterly invoices and submit the same to the Authority on or before the 20th day of October 2026, December 2026, March 2027, and June 2027. The invoices shall request payment associated with completion of the task indicated in the Workplan. The invoices shall detail all services performed and costs incurred during the previous quarter and shall itemize the following information, if applicable to this Agreement: (i) labor rate with position title and hours worked; (ii) material markup percentage, (iii) equipment

rate with hours utilized, (iv) quantity and type of material with unit cost, and (v) other miscellaneous expenses (e.g. hotel, meals, mileage, airfare, etc.) The Board shall provide sufficient documentation with each invoice to demonstrate the task has been achieved and supports the amounts requested. If unacceptable in form, the Authority will return the same to the Board with reason(s) for rejection.

- b. The Authority will process and pay the invoice within forty-five (45) days after the date the invoice is received and accepted by the Authority.
 - c. The above agreed upon amount may be subject to change, with written approval signed by both the Board and the Authority, for the following: Replacement of equipment that has been lost due to flooding, damage, or malfunction that prevents the proper functioning of the equipment.
3. **TERM; EXTENSION; TERMINATION.** Subject to the provisions of this paragraph no. 3, this Agreement shall be effective from July 1, 2026 through December 31, 2027. This Agreement may be extended, renewed or modified at any time upon such written terms and conditions as the parties may approve and execute with the same formalities as this Agreement. This Agreement may be terminated by either party for any reason, upon the occurrence of a "Termination Date" which is thirty (30) or more days after the terminating party delivers to the other party a written notice of termination specifying such Termination Date.
 4. **AUDIT.** The Board will, at all times during the term of this Agreement and for a period of five (5) years after completion of this Agreement, maintain and make available for inspection and audit by the Authority and/or the Oklahoma State Auditor, all books, supporting documents, accounting procedures, practices, and all other items relevant to the Agreement.
 5. **WORKERS COMPENSATION.** The Board agrees, acknowledges and warrants that it currently provides, and shall continue to provide, in full force and effect during the duration of this Agreement, such workers' compensation insurance and/or liability coverage otherwise as is due, sufficient and required by law (including, but not limited to 85 O.S. § 1 et seq.) and as may be necessary to meet and satisfy any and all acts incidental to the work and services to be or as may be provided and performed by the Board hereunder.
 6. **INDEMNITY.** The Board and Authority mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. 2001 § 151 *et seq.*). The Board and Authority hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents, or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and

OKLAHOMA WATER RESOURCES BOARD

Thomas Gorman, Chairman Date

ATTEST:

Robert L. Stallings, Jr., Secretary Date

(SEAL)

Workplan for GRDA Dissolved Oxygen Monitoring Project for Fiscal Year 2027

Prepared for

The Grand River Dam Authority

Prepared by

Oklahoma Water Resources Board

May 2026

Introduction

A comprehensive monitoring and remediation effort is currently ongoing in the Grand River Basin. These efforts are required to meet the requirements outlined in the Grand River Dam Authority (GRDA) Federal Energy Regulatory Commission (FERC) permit. As part of the GRDA FERC re-licensing process the GRDA has agreed to implement a water quality improvement plan intended to achieve compliance with applicable water quality standards in portions of Hudson and Grand Reservoirs, as well as applicable tailrace areas. The GRDA has worked cooperatively with the OWRB since 2005 to accomplish this plan. As the program has matured, various water quality platforms have been placed throughout the monitoring area to collect real-time monitoring data, and various adaptive management plans have been tested and implemented to mitigate for low dissolved oxygen (DO). Although the various adaptive management plans are implemented through specific project work plans, the program has maintained a generalized monitoring work plan to support all project objectives. The objectives of the program are:

1. Operate and maintain project infrastructure
2. Manage all project data
3. Maintain and describe a long-term record of condition
4. Analysis and reporting for current mitigation activities

Operate and Maintain Project Infrastructure and Data (Objectives 1 and 2)

The project maintains a variety of water quality data collection platforms (WQDCPs) to support DO monitoring throughout the GRDA project areas. The WQDCPs utilized for the Pensacola project (Grand Lake) includes three bridge mounted WQ platforms in the tailrace (Figure 1) and the Markham Ferry Project (Hudson Lake) includes two tailrace WQ buoys (Figure 2). The WQDCPs are equipped with Eureka® Manta2 water quality sondes and contain a fully functioning datalogger with telemetry equipment to collect and transmit data at various intervals. All instruments measure water temperature and dissolved oxygen, while some instruments also measure pH, blue green algae, chlorophyll-a, and turbidity. Each sonde also incorporates a central universal wiping system to ensure that the DO probe membrane remains free of foreign material. All WQDCPs are self-powered.

Each monitoring station is visited on regular intervals to ensure quality data are collected and DCPs are fully functioning. Sondes are calibrated and maintained according to OWRB Standard Operating Procedures (OWRB, 2013; Wagner et al., 2006). During each visit several sets of data are collected to allow for post-processing and application of service interval corrections before analyses occur. Records are corrected to account for drift from two sources—fouling and calibration. Probes are cleaned with a pre-cleaning and post-cleaning value recorded. The percentage difference between these two readings is applied to all data in the service interval as a fouling correction. After the sensor is cleaned, a calibration check is performed with calibration occurring as needed. When calibration is necessary, a calibration correction is applied to all data in the service interval. For DO, this correction is calculated as the percent difference between a known

reading (DO percent saturation reading before calibration) and the expected reading at the same temperature and barometric pressure. To fully correct data, the sum of the fouling and calibration corrections is applied as a two-point shift over the service interval with the assumption that drift occurred at a constant rate over that interval. All data are manipulated using WISKI software. For a more detailed discussion of sampling procedures, please contact the OWRB WATER Division at (405) 530-8800 for a copy of the Standard Operating Procedures (SOP) document.

Data records are maintained using redundancy protocols. Data are saved to the WQDCP datalogger for batch transmissions at regular intervals. Transmitted data are captured and stored on OWRB and GRDA servers. All time-series data are eventually stored and manipulated using WISKI software, which is regularly backed up through the OWRB data management protocols. Data are displayed at both the GRDA and OWRB websites. Data are also available through an email alert system. When any individual compliance probe indicates a DO mg/L reading below any of the action limits, the NexSens® WQDataLive, a web-based software hosted by NexsensTechnology Inc. sends an alarm email to all necessary personnel at GRDA, FERC, ODWC, USFWS, and the OWRB notifying them of the appropriate action to take according to the mitigation plan.

As part of this project, the OWRB will maintain two in-lake WQDCPs. These WQDCPs will be maintained by the OWRB using the same protocol and time frames as the rest of this project. The OWRB will capture data from these WQDCPs for the GRDA. This data will be hosted on the OWRB's WISKI Database.

Maintain and Describe a Long-term Record of Condition (Objective 3)

All project data are regularly analyzed to maintain a long-term record of water quality condition at each lake and tailrace. Data are analyzed from a WQ standards perspective. Dissolved oxygen is addressed in two places in Oklahoma Administrative statutes-- Oklahoma Administrative Code (OAC) Chapter 730 "Oklahoma Water Quality Standards" and OAC Chapter 740 "Implementation of Oklahoma's Water Quality Standards" (Department of Environmental Quality, 2022). Compliance language for these sites can be found in Section 4.0 of "Pensacola and Kerr Dams Downstream DO Compliance and DO Monitoring Plan" (GRDA, 2008). Results are included in an annual monitoring report which will encompass all project activities. For a full understanding of analyses procedures, please refer to the most recent monitoring report (GRDA, 2024).

These analyses and reports are useful in several ways. Primarily, they provide an annual snapshot of condition. The year-end reports provide not only a graphical display of the data, but a year-end analysis of compliance and implementation. Second, data are analyzed over the period of record. These analyses are used to determine impairment status and to visualize long-term trends. Lastly, data are directly used to develop defensible, data-driven adaptive management plans.

Analysis and Reporting for Current Mitigation Activities (Objective 5)

Beginning in 2011-2012 a mitigation scenario was implemented in accordance with Article 403 of the Federal Energy Regulatory Commission's (FERC) License for the Pensacola Project (FERC No. 1494) and the Markham Ferry Project (FERC No. 2183) to address the low DO conditions that exist during the summer months. This included pulsing aerated water from the turbines at Pensacola Dam and 350 cubic feet per second release from the Tainter gates at Kerr Dam. A yearly report will be provided for mitigation activities and an analysis of mitigation plan effects for both the Pensacola Project and the Markham Ferry Project. Additionally, all data for those projects will be provided in a digital format to GRDA.

Figure 1. Pensacola Stations

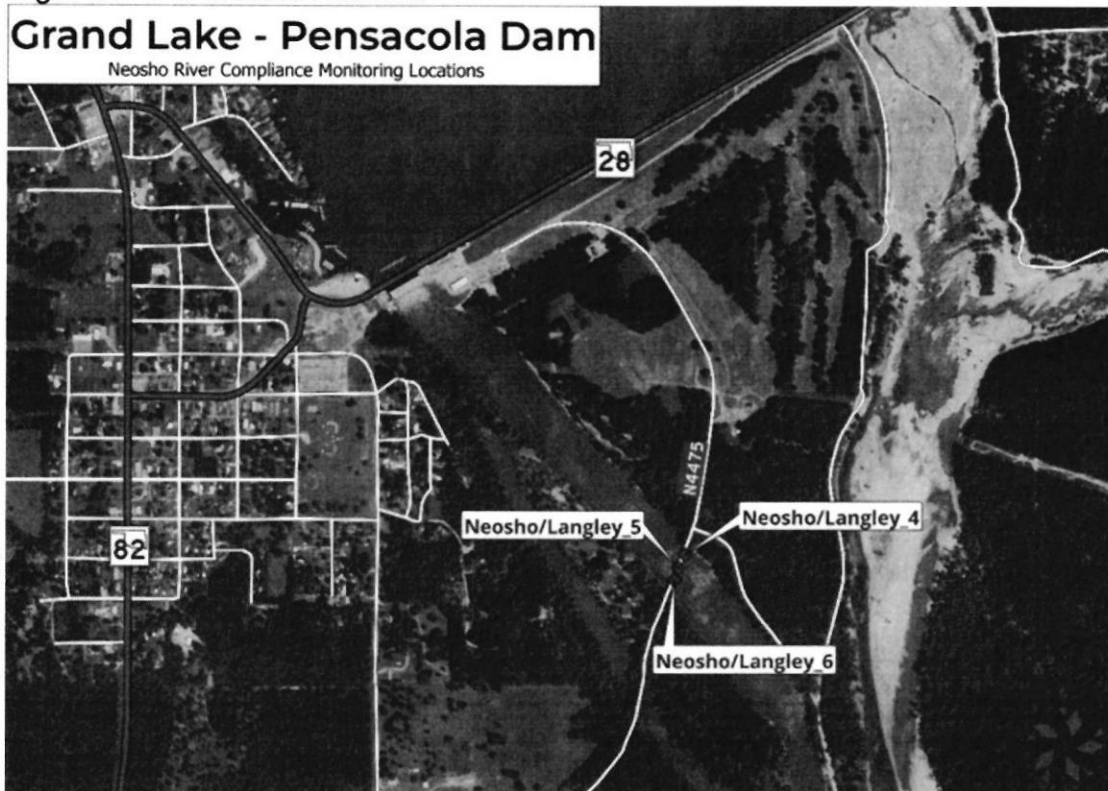


Figure 2. Markham Ferry Stations

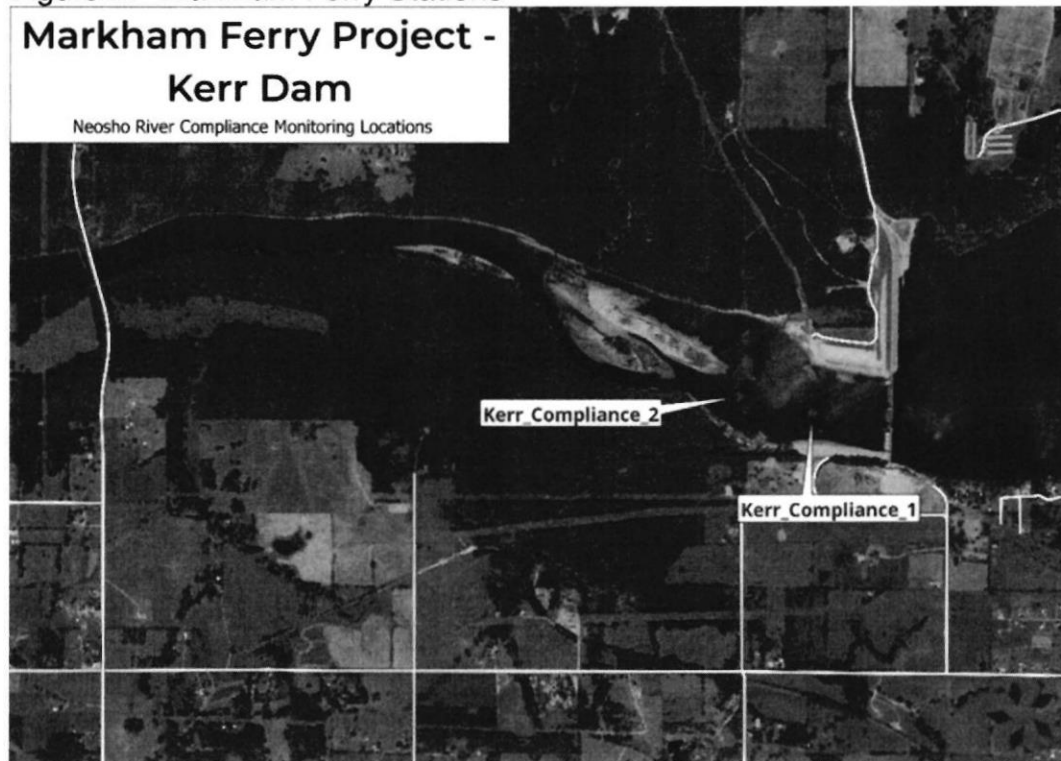


Table 1. Projects Sites, Descriptions, and Locations

Project	Site	Location	Description
Pensacola	Horse Creek 1	In Lake	WQ Buoy
Pensacola	Horse Creek 2	In Lake	WQ Buoy
Pensacola	Horse Creek 3 ¹	In Lake	WQ Buoy
Pensacola	Neosho/Langley_4	County Road Bridge (950 meters downstream), Left Edge of Water	WQ Sonde in HDPE tube
Pensacola	Neosho/Langley_5	County Road Bridge (950 meters downstream), Center Channel	WQ Sonde in HDPE tube
Pensacola	Neosho/Langley_6	County Road Bridge (950 meters downstream), Right Edge of Water	WQ Sonde in HDPE tube
Markham Ferry	Kerr Compliance_1	Center Channel, 375 meters downstream of the dam	WQ Buoy
Markham Ferry	Kerr Compliance_2	Center Channel, 750 meters downstream of the dam	WQ Buoy

¹Horse Creek 3 is currently inactive.

Table 2. Plan Milestone Dates

Task	Beginning Date	Expected Ending Date
Plan Implementation	July 1, 2026	N/A
Data Collection	July 1, 2026	June 30, 2027
Data Analysis and Report Creation	July 1, 2026	December 15, 2026
Draft Report for GRDA Review	December 15, 2026	January 15, 2027
Final Report due to FERC	February 15, 2027	March 15, 2027

Table 3. General Project Budget

PROJECT BUDGET			
Personnel		Person Yrs.	Expenditure
1	Environmental Programs Manager III	0.10	\$ 10,372
1	Administrative Programs Manager II	0.50	\$ 36,568
1	Environmental Programs Specialist III	0.50	\$ 30,900
Total Person Years =		1.10	Sub-total = \$ 77,840
Benefits			
	27.00% of Salary for Fringe Benefits		\$ 21,017
	51.00% of Salary for Indirect Costs		\$ 39,698
Lodging & Per Diem			
	Travel & Per Diem (Per State Travel Act)		\$ 5,936
Maintenance			
	Boat & Equipment Maintenance		\$ 4,100
Equipment Sub-total =			\$ 4,100
Equipment Replacement			
	Equipment Replacement Fund*		\$ 100,000
Supplies			
	Project Supplies and Materials		\$ 13,100
	Data Processing Materials		\$ 27,698
Supplies Sub-total =			\$ 40,798
TOTAL PROJECT COST =			\$ 289,389

*Equipment replacement not to exceed \$100,000

3. SUMMARY DISPOSITION AGENDA ITEMS

WATER RIGHTS ADMINISTRATION DIVISION

June 16, 2026

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Temporary Permits to Use Groundwater

June 16, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
2025-570 4/3/2025	Kris and Gay Black	1	Roger Mills County, Ogallala (North Roger Mills)	315 acres Section 5, T15N, R24WIM	Oil and gas 630 a.f.
2025-614 8/25/2025	Darren Reimer and Katelyn Reimer	11	Major County, Cimarron River Alluvium and Terrace/El Reno	80 acres Sections 36, T23N, R11WIM	Irrigation 160 a.f.
2025-645 10/28/2025	Black Family Land Co., LLC	1	Roger Mills County, Ogallala (North Roger Mills)	320 acres Section 5, T15N, R24WIM	Oil and gas 640 a.f.
2026-507 1/20/2026	Duke Municipal Authority	1	Greer County, Blaine/Salt Fork of the Red River Alluvium and Terrace	240 acres Section 14, T4N, R24WIM	Public Water Supply 49 a.f.

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

June 16, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
1974-057 11/6/2025	Ricky A. Jett	2	Caddo County, Rush Springs Sandstone	276 acres Section 4, 5, T9N, R12WIM	Irrigation 552 a.f.
2014-528 1/13/2026	Andrew and Jennifer Sproul	26	Major County, Alluvium and Terrace Deposits of the Cimarron River	320 acres Section 25, 31, T22N, R11WIM	Irrigation and Mining-Oil and gas 640 a.f.

3.G.

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Regular Permits to Use Groundwater

June 16, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
2023-661 10/30/2023	Cimarron Valley Cattle	2	Cimarron County, Ogallala Panhandle	639.13 acres Section 4, T5N, R7ECM	Irrigation 500 a.f.
2026-515 2/2/2026	FD Texhoma Farms, LLC	6	Texas County, Ogallala Panhandle	1,565.32 acres Sections 16, 21, 28, T2N, R13ECM	Irrigation 3,130.64 a.f.

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

June 16, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
1978-639 12/22/2025	Brent Bauer	2	Texas County, Ogallala Panhandle	640 acres Sections 11, 14, T4N, R14ECM	Irrigation 1,280 a.f.

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

June 16, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
1966-240 6/3/2025	Kenneth Mitchell (1/2); Linda Mitchell (1/4); Brent Mitchell (1/8); and Kendra Ramsey (1/8)	2	Texas County, Ogallala Panhandle	320 acres Section 36, T6N, R12ECM	Industrial Use 640 a.f.

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

June 16, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	POINTS OF DIVERSION	COUNTY & STREAM SYSTEM	PURPOSE & AMOUNT RECOMMENDED
2023-008 3/22/2023	Dean Kennedy	One point of diversion on Clear Boggy Creek in Section 6, T3S, R10EIM	Atoka County SS 1-4-2	Recreation Fish and Wildlife 648 a.f.
2024-007 5/16/2024	JKT Farm Green Acres, Inc.	Three points of diversion on Red River in Sections 17, 18, 21, T8S, R13EIM, R12EIM	Bryan County SS 1-7	Irrigation 4,968.47 a.f.
2024-008 5/16/2024	JKT Farm Green Acres, Inc.	One point of diversion on Blue River in Section 7, 8, T8S, R13EIM	Bryan County SS 1-6	Irrigation 2,521.5 a.f.
2024-012 6/13/2024	Preston C. Jones and Christina D. Jones	Two points of diversion on Indian Creek and Jones Pond 1 in Section 34, T22N, R10WIM	Major County SS 2-9-2	Mining (oil & gas) 330 a.f.
2024-013 6/13/2024	Eagle Chief Ventures, LLC	Two points of diversion On Eagle Chief Creek in Section 25, T23N, R12WIM	Major County SS 2-9-2	Mining (oil & gas) 250 a.f.
2024-020 12/17/2024	Andrew Litsch	One point of diversion on Oak Creek-Litsch Pond in Section 4, T14N, R3WIM	Oklahoma County SS 2-9-2	Recreation Fish and Wildlife 14.9 a.f.
2026-002 1/6/2026	Selman Farms, LLC	One point of diversion on Bird Creek in Section 24, T22N, R12EIM	Tulsa County SS 2-13	Irrigation 160 a.f.

2026-003 1/6/2026	Selman Farms, LLC	Two points of diversion on Green Lake and Caney River in Section 33, T23N, R14EIM	Washington County SS 2-14	Irrigation 513 a.f.
2026-004 1/6/2026	Selman Farms, LLC	One Point of diversion on Caney River in Section 28, T23N, R14EIM	Washington County SS 2-14	Irrigation 540 a.f.

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

June 16, 2026

DPC NUMBER	NAME OF FIRM	CERTIFIED ACTIVITIES	OPERATORS
New Licenses, Accompanying Operator Certificates and Activities:			
	KourCo Environmental Services, Inc.	Monitoring Wells	Bryant Montero
	Stella Pump	Pump Installation	Mike Best
	Legacy Cathodic Protection Solutions	Cathodic Protection	Terry McLean
New Operators, License Name Change, and/or Activities for Existing Licenses:			
	W.E. Pender & Sons, Inc.	Groundwater Wells	Michael West
	Rippetoe Farms	Groundwater and Pumps	Andrew Fenley
	Pipeline Integrity Resources	Cathodic Protection	James Byrd
	Stella Pump	Pump Installation and Plugging	Dakota Best
	GSI Engineering, LLC	Monitoring Wells	James Tinnell
	GSI Engineering, LLC	Monitoring Wells	Roy Hopkins Jr.

June 2026 Dam Safety Board items

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

1. Kings Lake, OK30680

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS PREPARED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK30680	Ben King	Zachary Hollandsworth, P.E.	Low	Sec. 29, T08S, R10E1
Bryan County	Kings Lake	WSB Engineering		

The applicant requests approval of the Notice of Completion of Works for the new construction of Kings Lake Dam. The dam was constructed with modifications from the original approved design plans, including an increase in dam height from 30 feet to 32.7 feet, a top of dam elevation 1.1 feet higher than originally designed, and an auxiliary spillway elevation 1.7 feet higher than originally designed. The completed dam has a normal storage capacity of 439 acre-feet and a maximum storage capacity of 971 acre-feet. The Notice of Completion of Works includes updated spillway rating and capacity tables showing that the dam remains in compliance with OWRB design standards.

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

June 1st, 2026

APPLICATION NO.	NAME OF APPLICANT	LOCATION	PROJECT NARRATIVE
FP-2026-07	OTA	Lincoln County	Widening the turnpike from two to three lanes in each direction from MM 165.08 to MM 167.79, near Chandler. As part of these improvements, this includes the replacement of the 3 span twin parallel bridges over Bellcow Creek (Bridge No. 30.50/NBI 13105) at the location identified above.

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

June 1st, 2026

NUMBER	NAME OF COMMUNITY/CID	FLOODPLAIN ADMINISTRATOR
864	City of Barnsdall	Yvonne Clem
865	Greer County	Chris Christian
866	City of Mangum	Brittany McClintock
867	Town of Marshall	Brandon Nealis
868	City of Slaughterville	Josh Reagan
869	City of Waurika	Stephen Dyer

**WATER RIGHTS ADMINISTRATION DIVISION
Cancellation of Groundwater and Stream Water Permits**

June 16, 2026

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

IN THE MATTER OF MULTIPLE NOTICES OF VIOLATION
FOR RESPONDENTS' FAILURE TO REPORT ANNUAL WATER USE

PROPOSED ORDER CANCELLING GROUNDWATER PERMITS

The following 27 groundwater permits have been reviewed and are found to be in violation of 82 O.S. §§ 1020.12 and 1020.22 for willful failure to report permitted annual water use:

<u>NAME(S) OF RESPONDENTS</u>	<u>NOV No.</u>	<u>PERMIT No.</u>
Whorton, Bobby	2025-0045 2025- 0054 2025- 0055 2025-0056 2025-0051	1952-0443 1979-0772 1982-0963 1983-0625 1974-0089A
Tooley, David C.	2025-0221	1954-0027
Ringo, Levoy	2025-0039	1955-0323
Taylor, Robert N. And Glenda J.	2025-0244	1955-0373
Hamersley, Jackie Lyle	2025-0079	1956-0287
Cloud, Delthia	2025-0194	1967-0236

Don E. & Ruth A. Haws, And William M. and Carolyn Sue Ellis	2025-0171	1972-0214
Forest Park, Town Of	2025-0087	1975-0676
Snyder, Charles A. & Diana	2025-0088	1976-0747
Vernon, Randall	2025-0228	1978-0680
Griffitts, Mrs. James	2025-0068 2025-0111	1982-0703 1982-0706
Bearden, Roy C. & Cecil R.	2025-0044	1988-0571
Choctaw/Nicoma Park Public Schools	2025-0103	1991-0506
Gladden, Robert Wayne	2025-0107	1995-0586
Roye, James W And Glenda K.	2025-0225	1996-0561
Wild, Richard	2025-0046	1999-0507
Gerald Garrett Revocable Trust: Gerald & Sarah Jane Garrett, Trustees	2025-0086	2011-0575
McAlister, Michael & Karrie	2025-0168	2014-0566
Nine, Michael	2025-0199	1973-0398B
Duffy, Richard J. And Kathryn L.	2025-0170	1975-0573A
E & M Pierce LLC	2025-0132	1979-0520A
Lutomski, Lavete A.	2025-0176	1981-0874B

JURISDICTION AND AUTHORITY

The Oklahoma Water Resources Board (“OWRB”) has jurisdiction and authority pursuant to the Oklahoma Groundwater Law, 82 O.S. §§ 1020.1 *et seq.*, the APA, 75 O.S. §§ 250 *et seq.*, and the rules of the OWRB Oklahoma Administrative Code (“OAC”) Title 785.

FINDINGS OF FACT

1. All Respondents are holders of the corresponding groundwater permits as listed herein according to OWRB records.
2. All Respondents, as holders of an Oklahoma Groundwater Permit, are subject to the jurisdiction of the Oklahoma Water Resources Board and the statutes and Administrative Rules related to the taking and use of groundwater. Specifically, Respondents are required to report their annual water usage associated with the above referenced permits. See. 82 O.S. § 1020.12; OAC 785:30-5-9.
3. All Respondents were sent an annual water use packet in January of each year for use in complying with their annual water use reporting requirements; and failed to report for each year for at least the five of the last ten reporting years including the previous reporting year (2024), as more specifically stated in each of the Respondents individual NOV's section providing the Statement of Matters Asserted, which are adopted and incorporated as set forth herein (indicated by their corresponding NOV ID No. in the chart above). See Exhibits A1 - A57, Notices of Violation for Failure to Submit Annual Water Use, Notice of Cancellation, and Notice of Opportunity for Hearing.
4. Respondents violated 82 O.S. § 1020.12 by failing to report annual water usage to the Board within thirty (30) days of receipt for each of the years identified
5. On the 19th day of August, 2025, Respondents were sent Notice by U.S. Mail, certified return receipt requested, of their Violation for Failure to Report Annual Water Use, combined with their Notice of Cancelation and Notice of Opportunity for Hearing. Exhibits A1 - A57.
6. All of the listed Respondents listed above were provided with due and proper notice for an opportunity to complete the corresponding actions by a date certain, the date has passed, and the Respondents have failed to comply with the required actions as set forth in their corresponding Notices of Violation.
7. All Respondents were provided with notice and opportunity for a hearing prior to this cancellation, failed to respond and are accordingly in default and the permits identified herein may be cancelled.

CONCLUSIONS OF LAW

Based upon applicable law, the Board draws the following Conclusions of Law:

1. OWRB has jurisdiction and authority pursuant to Oklahoma Groundwater Law, 82 O.S. §§ 1020.1 et seq. and the rules of the OWRB Oklahoma Administrative Code, Title 785.

2. Each of the listed Notice of Violations issued by the Oklahoma Water Resources Board were provided proper legal notices in accordance with the Oklahoma Administrative Procedures Act 75 O.S. § 309 (B).
3. Any regular, temporary, marginal water, or special permit may be cancelled by the Board upon willful failure of the applicant to report annual usage upon proper notice. 82 O.S. 1020.12.
4. Holders of permits are required to report to the OWRB annually on their use of water pursuant to their permits. Willful failure to report water use may result in cancellation of the permits by the Board upon proper notice and opportunity for a hearing as provided in the Administrative Procedures Act, pursuant to 82 O.S. § 1020.12 (A) and OAC 785:30-5-9. The allegations set forth in the Board’s Notices of Violation for Failure to Report Annual Water Use, Notices of Cancellation and Notices of Opportunity for Hearing are deemed confessed as particularized to each Respondent.
5. The Board adopts all statements of the matters asserted and conclusions of law contained in the Notices of Violation that specifically correspond to each Respondent.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Respondents have violated OAC 785:25-5-1 and OAC 785:30-5-9 by failing to provide annual reports of water use. **The Board hereby cancels the 27 permits listed above in this order.**

IT IS SO ORDERED by the Oklahoma Water Resources Board in regular and open meeting this __ day of , 2026.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Secretary (SEAL)

CERTIFICATE OF MAILING

I certify that on the _____ day of December 2025, I mailed a true and correct copy of the above and foregoing instrument to:

Whorton, Bobby	17419 E 1550 RD	Hollis	OK
Tooley, David C.	HC 3 Box 12A	Boise City	OK

Ringo, Levoy	PO Box 114	Dill City	OK
Taylor, Robert N. And Glenda J.	2920 Old Wagon Rd	Piedmont	OK
Hamersley, Jackie Lyle	PO Box 15	Eldorado	OK
Cloud, Delthia	PO Box 1504	Guthrie	OK
Don E. & Ruth A. Haws, and William M. & Carolyn Sue Ellis	PO Box 536	Rush Springs	OK
Forest Park, Town Of	4201 N Coltrane Rd	Oklahoma City	OK
Snyder, Charles A. & Diana	PO Box 80	Calumet	OK
Vernon, Randall	111 Mary Kay Dr	Tipton	OK
Griffitts, Mrs. James	PO Box 1142	Anadarko	OK
Bearden, Roy C & Cecil R	4414 Ash St NE	Piedmont	OK
Choctaw/Nicoma Park Public	12880 NE 10th St	Choctaw	OK
Gladden, Robert Wayne	42990 Brangus Rd	Asher	OK
Roye, James W And Glenda K	20122 E Perry RD	Stigler	OK
Wild, Richard	14286 Amethyst St	Leon	OK
Gerald Garrett Revocable Trust	RR 1 Box 69	Geary	OK
Mcalister, Michael & Karrie	17362 E 1560 Rd	Hollis	OK
Nine, Michael	29867 S County Rd 170	Laverne	OK
Duffy, Richard J And Kathryn L	3474 Rd R2	Guymon	OK
E & M Pierce LLC	4911 Fields Place	Midland	TX
Lutomski, Lavete A	2462 County Road 1510	Bradley	OK

OKLAHOMA WATER RESOURCES BOARD

By: Angela Rodriguez

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

IN THE MATTER OF MULTIPLE NOTICES ISSUED FOR RESPONDENTS' FAILURE TO TIMELY SUBMIT CHANGE OF OWNERSHIP DOCUMENTS AND FILING FEES FOR NOTICES RELATING TO THE MAY 26, 2026 HEARING DATE

**PROPOSED ORDER CANCELLING PERMITS FOR FAILURE TO TIMELY SUBMIT
CHANGE OF OWNERSHIP DOCUMENTS AND FILING FEES**

COMES NOW, on May 26, 2026, at 9:00 a.m., the above numbered and entitled cause regarding submission of the required Change of Ownership (“COO”) documents and fees 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, before the assigned Hearing Examiner, David Mueller. The State of Oklahoma, ex rel. Oklahoma Water Resources Board (“OWRB”), was represented by Andrew Price, OWRB Assistant General Counsel. Respondents in this Proposed Order are one in the same as being the persons, trusts, and/or companies determined by OWRB staff to be the latest owners of the properties dedicated to the permits, and who are thus responsible to effectuate change of ownership to preserve the Oklahoma Water Resources Board (“OWRB”) permits without cancellation. *See attached*, Affidavit, OWRB Exhibit “A”. The following 3 Groundwater Permits with their originally named owners are listed below:

Groundwater permits and original owner names:

Permit Number	Original Owner	County
1971048	Maske Brothers, LLC	Ellis
19840570L	David Earl and Lora May Hall	Garvin
19900564A	Diane Fincham-Newlin Family Trust, c/o Trustee Craig Pitts	Texas

JURISDICTION AND AUTHORITY

The Oklahoma Water Resources Board (“OWRB”) has jurisdiction and authority pursuant to the Oklahoma Groundwater Law, 82 O.S. §§ 1020.1 *et seq.*, the APA, 75 O.S. §§ 250 *et seq.*, and the rules of the OWRB Oklahoma Administrative Code (“OAC”) Title 785.

FINDINGS OF FACT

Based upon the statements in the letters of notice signed by Chris Neel, Water Resources Division Chief, and upon the statements made in the attached affidavit, OWRB Exhibit “A”, the Respondents, or new owners of lands associated with the permits, were mailed notices to legally effectuate change of ownership to transfer and thus maintain the permits, by first class U.S. Postal regular mail and certified mail. Therefore, sufficient notice was provided. None of the new owners of properties associated with the permits appeared for hearing and have not submitted the required documentation and fees pursuant to

Oklahoma Administrative Code (“OAC”) 785:30-7:7 for Groundwater Permits, “Transfer of groundwater rights”, and 20-9-4(f), “Assignment or transfer of appropriation permit and transfer of title of land”, for Stream Water Permits.

In the absence of the Respondents, being the new owners of the land associated with the permits, who had an opportunity for a hearing and for whom the OWRB has sufficiently shown proper service by at minimum attempting mailings of notice to their known addresses, and therefore a judgment by default pursuant to 75 O.S. §309I and OAC 785:4-7-3(d) can be entered without further notice to the Respondents. The Findings of Fact and Conclusions of Law therein are fully incorporated and restated herein.

CONCLUSIONS OF LAW

Based upon applicable law, the Board draws the following Conclusions of Law:

1. OWRB has jurisdiction and authority pursuant to Oklahoma Groundwater Law, 82 O.S. §§ 1020.1 et seq. and the rules of the OWRB Oklahoma Administrative Code, Title 785.
2. Each of the persons, trusts and/or corporations known by OWRB staff to be the most recent landowners did not timely submit the required documents and fees. They were provided with proper legal notices in accordance with the Oklahoma Administrative Procedures Act 75 O.S. § 309 (B). Any regular, temporary, marginal water, or special permit may be cancelled by the Board upon willful failure of the applicant to submit the required documents and fees.
3. New owners of land connected with the permit are required to provide OWRB with documents and fees for transfer to be the lawful holders of the permits. Willful failure to comply may result in cancellation of the permits by the Board upon proper notice and opportunity for a hearing as provided in the Administrative Procedures Act, 75 O.S. §§ 250, 209, 3120 et seq., and relating to (“OAC”) 785:30-7:7 and 20-9-4(f). The failure to comply is therefore deemed confessed as particularized to each Respondent / new property owner.
4. The Board adopts all the findings of fact and conclusions of law contained above, the letters of notice, and attestations provided by the Oklahoma Water Resources Board staff that correspond to each Respondent.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Board **hereby cancels all the above permits** for failure to transfer in accordance with OAC 785:25-5-1 and OAC 785:30-5-9, and for failure to appear for hearing on the same on May 26, 2026, pursuant to OAC 785:4-7-3(d).

IT IS SO ORDERED by the Oklahoma Water Resources Board in regular and open meeting this ____ day of 2026.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

(SEAL)

█, Secretary

BEFORE THE OKLAHOMA WATER RESOURCES BOARD STATE OF OKLAHOMA

IN THE MATTER
OF MULTIPLE NOTICES ISSUED FOR RESPONDENTS' FAILURE TO TIMELY
SUBMIT CHANGE OF OWNERSHIP DOCUMENTS AND FILING FEES FOR
NOTICES RELATING TO THE MAY 26, 2026 HEARING DATE

AFFIDAVIT: OWRB EXHIBIT "A"

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss

I, _____, upon my oath or affirmation and under penalty of perjury state as follows:

1. I am an employee of the Oklahoma Water Resources Board, responsible for investigating and administering water rights change of ownership applications.

2. In the course of my duties, I regularly review existing plat maps and parcel layers available through OWRB's Geographic Information System (GIS) and compare current county ownership records with records of land ownership maintained by OWRB's water rights database.

3. When a new owner or an owner other than that identified by OWRB's water rights records appears on the most recent GIS parcel layer, as informed by county clerks' ownership records, I follow OWRB's procedures to notify the newly identified owner of the change of ownership procedure by sending a Notice of Change of Ownership.

4. If no timely response is received to the Notice of Change of Ownership, I will send a second letter via both regular and certified US Mail to the new applicant informing them that they have until the hearing date identified in the letter to complete the Change of Ownership Application, or the water rights permit may be canceled.

5. I followed the above-stated procedure for mailing notice for each of the permits identified in the case captioned above.

6. As of the date of this signature below, no response was received completing the change of ownership, nor indicating an intent to complete the change of ownership, for any of the permits listed above.

(Signature of Affiant)

The foregoing was acknowledged before me on this _____ day of May, 2026.

Notary Public

SEAL

My commission expires: _____

**WATER RIGHTS ADMINISTRATION DIVISION
Stream Water Permit Excused Nonuse**

June 16, 2026

1963-212	Carl & Sue dba CW Farms	LeFlore County
1997-023	Carl & Sue dba CW Farms	LeFlore County
1998-053	Carl & Sue dba CW Farms	LeFlore County
2002-013	Carl & Sue dba CW Farms	LeFlore County
2012-065	McCurtain Farm, LLC	McCurtain County
2013-023	Paul D. Glass	McCurtain County

5. SPECIAL CONSIDERATION

WATER RIGHTS ADMINISTRATION DIVISION

June 16, 2026

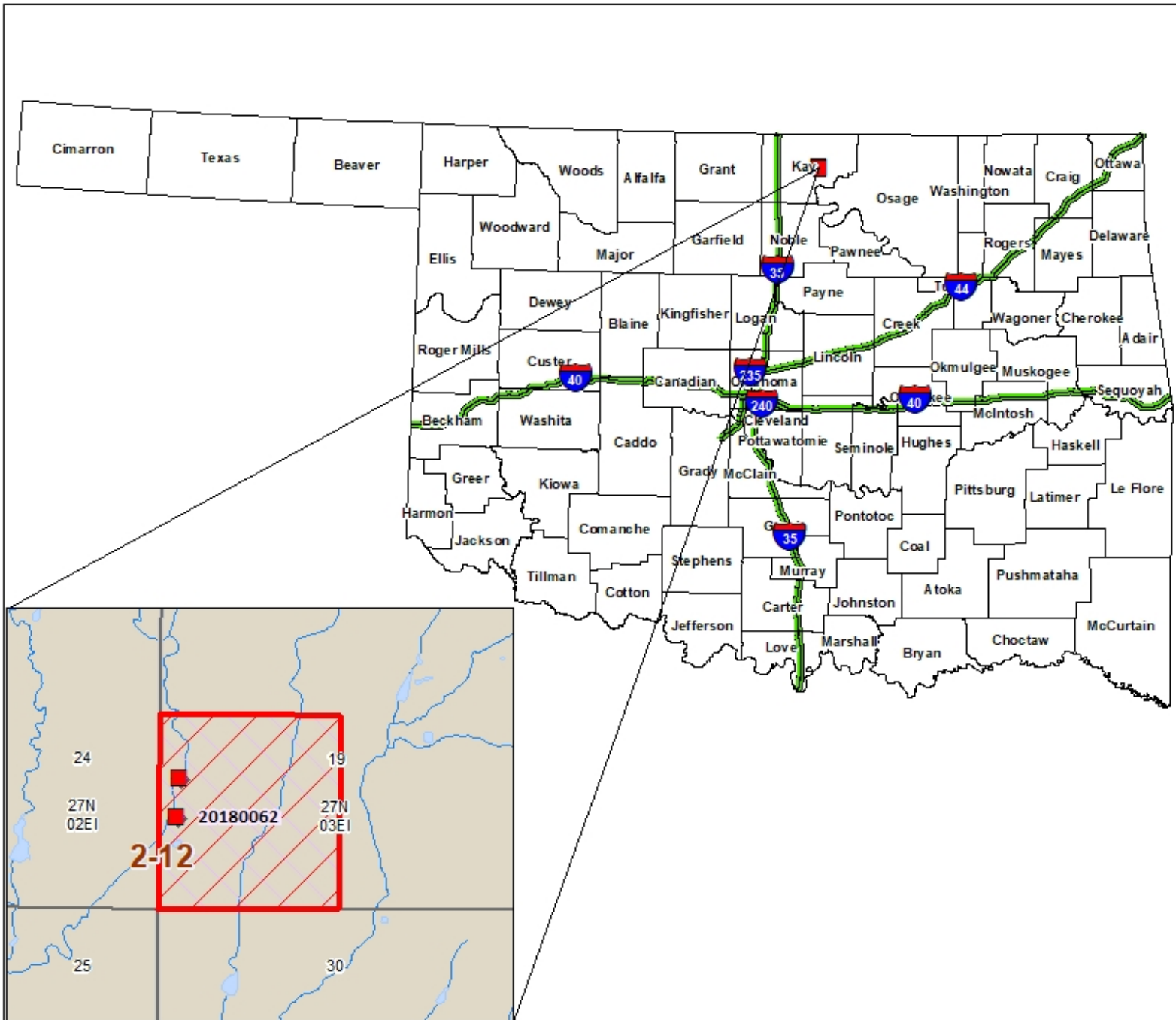
WATER RIGHTS ADMINISTRATION DIVISION
Application for a Regular Stream Water Permit

June 16, 2026

NUMBER & DATE	COUNTY	NAME OF APPLICANT	RECOMMENDATION
2018-062 8/8/2018	Kay County	Brent and Anna Ballagh	Approval for proposed order

Brent and Anna Ballagh whose address is 4051 E. Furguson Ave., Ponca City, OK 74604 has filed an application, #2018-062, with the Oklahoma Water Resources Board (Board) for a regular permit to use no more than 415 acre-feet of stream water per year at a diversion rate not to exceed 1,500 gallons per minute from Unnamed Tributary of Turkey Creek located in the SW NW SW or NW SW SW of Section 19, T27N, R3EIM, Kay County. The water is proposed to be used for irrigation (alfalfa, corn, soybeans, wheat, and bermuda) of 154 acres in the SW of Section 19, T27N, R3EIM, Kay County. The applicant gave proper Public Notice, the application was protested, and an administrative hearing was held on May 6, 2026. The hearing examiner recommends approval.

Stream Water Application: Permit #20180062, Brent and Anna Ballagh, Kay County



Main Legend

- Diversion Points
- Counties
- Interstates

Inset Legend

- Area of Use
- Diversion Points
- Townships
- Sections

OWRB Permits

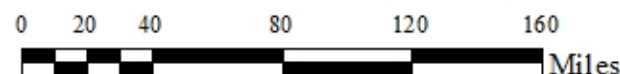
- ◆ Surface Water, Pending
- Surface Water, Pending

Surface Water

- Lake/Pond
- Streams/Creeks

OWRB Stream Systems

- 2-12, Arkansas River
- Mainstem (To Kansas State Line)



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

In the Matter of Brent and Anna Ballagh’s)
Application for a Regular Stream Water)
Application # 2018-062 Permit in Kay County, Oklahoma)

PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW AND BOARD ORDER FOR STREAM WATER PERMIT APPLICATION

INTRODUCTION

This matter arises out of the application for a regular stream water permit filed on August 8, 2018 (the “Application”), by Brent and Anna Ballagh (“Applicants”). Two timely submitted letters by interested persons (“Protestants”) objected to the Application, being the reason the matter was docketed for a hearing. The hearing on the merits was held at the Oklahoma Water Board (“OWRB”) offices in Oklahoma City, Oklahoma at 9:00 a.m. on May 6, 2026. Brent Ballagh and his attorney, Kaylee P. Davis-Maddy appeared for the Applicants, and Protestants Kirby and Denise Logan, appeared for the hearing *pro-se*. Protestant Mike Ross did not appear after receiving proper notice of the hearing and has defaulted and abandoned any interests according to Oklahoma Administrative Code (“OAC”) 785:4-7-3(c).

Pursuant to the Oklahoma Administrative Code (“OAC”) 785:4-7-1 and 4-7-7, records were admitted as offered by the Oklahoma Water Resources Board (“OWRB”) pertinent to this Application. This includes in part the completed application form, ownership documents, notice documents, maps, the two protest letters and Applicants’ response by Mr. Ballagh, the OWRB Notice of Hearing, and the Attendance Sheet. *See* OWRB Exhibits 1 - 12.

Brent and Anna Ballagh’s admitted exhibits were as follows: Applicant’s Exhibit 1: Warranty Deed to Brent Arthur Ballagh and Anna Dawn Ballagh, dated March 4, 2026; and Applicant’s Exhibit 2: Memo to File: Calculations for Stream Water Application #2018-0062, by Carissa Walker, OWRB, dated October 6, 2025. Protestants’ Exhibit 1 was admitted, containing pictures and flow rate test information by Kirby and Denise Logan. Upon conclusion the hearing was adjourned, and 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 OWRB determines that the application for a regular stream water permit should be APPROVED.

BACKGROUND

1. On August 8, 2018, the Applicant filed Application No. 2018-0062 for a stream water permit to divert stream water in Kay County, Oklahoma, in the amount of 415 acre-feet per year at a pumping rate not to exceed 1,500 gallons per minute.

2. Brent and Anna Ballagh completed the Application as required by OWRB rules and statutes. *See* OWRB Exhibit 1. Applicants also submitted an affidavit identifying affected landowners for notification purposes. *See* OWRB Exhibit 4.

**FINDINGS OF
FACT NOTICE OF APPLICATION**

3. The Hearing Examiner opened the hearing and determined that Applicants' Notice of Application was proper. The notice was not disputed by the Protestants.

4. The stream diversion point is at an identified but unnamed tributary of Turkey Creek, located in the SW/4 NW/4 SW/4 and NW/4 SW/4 SW/4 of Section 19, Township 27 North, Range 3 East of the Indian Meridian, in Kay County, Oklahoma, on designated land consisting of 154 acres. Applicant's notice of the Application was provided by certified mail and the same is supported with copies of certified mail return receipts. *See* OWRB Exhibit 4.

5. Applicant also provided Notice of Application in a newspaper of general circulation in two different counties. One was published by The Newkirk Herald, Kay County, on December 11, 2025, and then on December 18, 2025. The Fairfax Chief published the notice in Osage County, on January 1, 2026, and then on January 8, 2026. *See* OWRB Exhibit 5.

NOTICE OF ADMINISTRATIVE HEARING

6. The Notice of the Administrative Hearing was mailed on February 20, 2026, to the protestants of record listed above through the U.S. Mail, with return receipt requested. The notice listed the date, time, location, and subject matter of the hearing with the relevant legal issues to be covered. *See* OWRB Exhibit 10.

LAND DOCUMENTATION

7. Applicants provided proof of their land rights related to the stream water diversion application for the irrigation of alfalfa, corn, soybeans, wheat and Bermuda grass. These were admitted into the record as OWRB Exhibit 2, a Warranty Deed dated November 6, 2012, and a Quit Claim Deed, dated February 23, 2024. Additionally, Applicants' Exhibit 2, a more recent Warranty Deed dated March 4, 2026, was admitted at the hearing. The deeds establishing Brent and Anna Ballagh's ownership of the land dedicated to the permit were not disputed by the Protestants.

PRESENT OR FUTURE NEED FOR WATER AND BENEFICIAL USE

8. The Applicant intends to use stream water for irrigation of alfalfa, corn, soybeans, wheat and Bermuda grass. The proposed uses constitute a beneficial use under Oklahoma law and Board rules.

**AVAILABILITY OF STREAM WATER FOR APPRO
PRIATION**

9. The Applicants seek a permit to divert stream water from its designated land area of approximately 154 acres from an unnamed tributary of Turkey Creek, Kay County, Oklahoma in the amount of 415 acre-feet per year and at a pumping rate not to exceed 1,500 gallons per minute. The protest letter by Protestants Kirby and Denise Logan alleges that the permit is requesting to annually pump 415-acre feet of water from the creek, which they state is 111-acre feet more water than the creek's normal flow output. It also alleges that the flow rate of the spring-fed creek is reduced by approximately half during the summer months and is affected by severe drought conditions. Protestants also supplied their own flow-rate test results. *See* Protestants' Exhibit 1. One flow-rate test was done by the Logans on December 11, 2025 resulting in calculations determining 306.22 acre-feet annually, and a second done on March 31, 2026, resulting in calculations determining 110.49 acre-feet annually.

10. OWRB staff conducted downstream analyses at three different locations, concluding that unappropriated water is available for downstream users with that amount. *See Applicants' Exhibit 2*, Memo to File dated October 6, 2025, by OWRB Water Permitting Specialist, Carissa Walker. Jason Tutkowski, OWRB's Water Rights Program Manager, testified at the hearing and confirmed that regular permit applications like this one would not be allowed to go to notice if OWRB staff determinations find that water would not be available.

INTERFERENCE WITH DOMESTIC OR EXISTING APPROPRIATIVE USES

11. Brent Ballagh testified that the Applicants would not cause interference with domestic or existing uses. Additionally, a prehearing site visit was conducted by Tyson King, OWRB Water Rights Permitting Specialist, on April 27, 2026, having noted he observed no dams, obstructions, or unauthorized streamflow diversions on Ballagh property. *See* OWRB Exhibit 8.

OUT OF STREAM SYSTEM AND OUT OF STATE USE

12. Brent Ballagh testified that the Applicants do not propose using stream water diverted from outside the stream system of origin nor for use outside of 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

13. 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

14. 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.” Based upon mean annual precipitation run-off and mean annual flow, there appears to be water available for appropriation Turkey Creek on an annual basis. See Applicant’s Exhibit 2, October 6, 2025, Memo to File by Carissa Walker, OWRB. 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

15. 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).

16. The Applicants’ proposed uses of stream water needed for irrigating alfalfa, corn, soybeans, wheat and Bermuda grass meet OWRB’s definition of “beneficial use”. See OAC 785:20-1-2. Therefore, OWRB finds that these general elements of the Applicants’ application have been met.

INTERFERENCE WITH DOMESTIC AND EXISTING APPROPRIATIVE USES

17. 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

appropriate 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).

18. The evidence presented in the administrative hearing supports the conclusion that the Applicants’ proposed diversion located on Turkey Creek in Kay County, Oklahoma, will not interfere with domestic or existing appropriate uses of the downstream water users.

NOTICE AND DUE PROCESS

19. 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.

SUMMARY OF LEGAL ISSUES

20. Oklahoma’s stream water statutes and rules require that the OWRB determine the following questions before taking final action on a stream water permit: (1) whether there is unappropriated water in the amount applied for; (2) whether the applicant has a present or future need for water; (3) whether the proposed use to which the applicant intends to put the water is a beneficial use; and (4) whether the proposed use does not interfere with domestic or existing appropriate 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 these questions in the affirmative, “the Board shall approve the application by issuing a permit to appropriate water.” *Id.*

CONCLUSION

21. OWRB hereby orders that Application No. 2018-0062 in the names Brent and Anna Ballagh is hereby APPROVED.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Application for a regular stream water permit, No. 2018-0062 in the names of Brent and Anna Ballagh, 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 415 acre-feet per year at a pumping rate not to exceed 1,500 gallons per minute of stream water per year. This includes the two diversion points on the unnamed tributary of Turkey Creek, located in the SW/4 NW/4 SW/4 and NW/4 SW/4 SW/4 of Section 19, Township 27 North, Range 3 East of the Indian Meridian, Kay County, Oklahoma, for the purposes of irrigating alfalfa, corn, soybeans, wheat and Bermuda grass on Applicant’s 154 acres of property in the SW/4 of Section 19, Township 27 North, Range 3 East of the Indian Meridian,

Kay County, Oklahoma. The regular stream water permit shall state the usual stream water conditions with all other terms and provisions set forth in the application not inconsistent with the permit.

IT IS SO ORDERED by the Oklahoma Water Resources Board in regular and open meeting this _____ day of _____, 2026.

OKLAHOMA WATER RESOURCES BOARD

Thomas Gorman, Chairman

ATTEST: (Seal)

Secretary

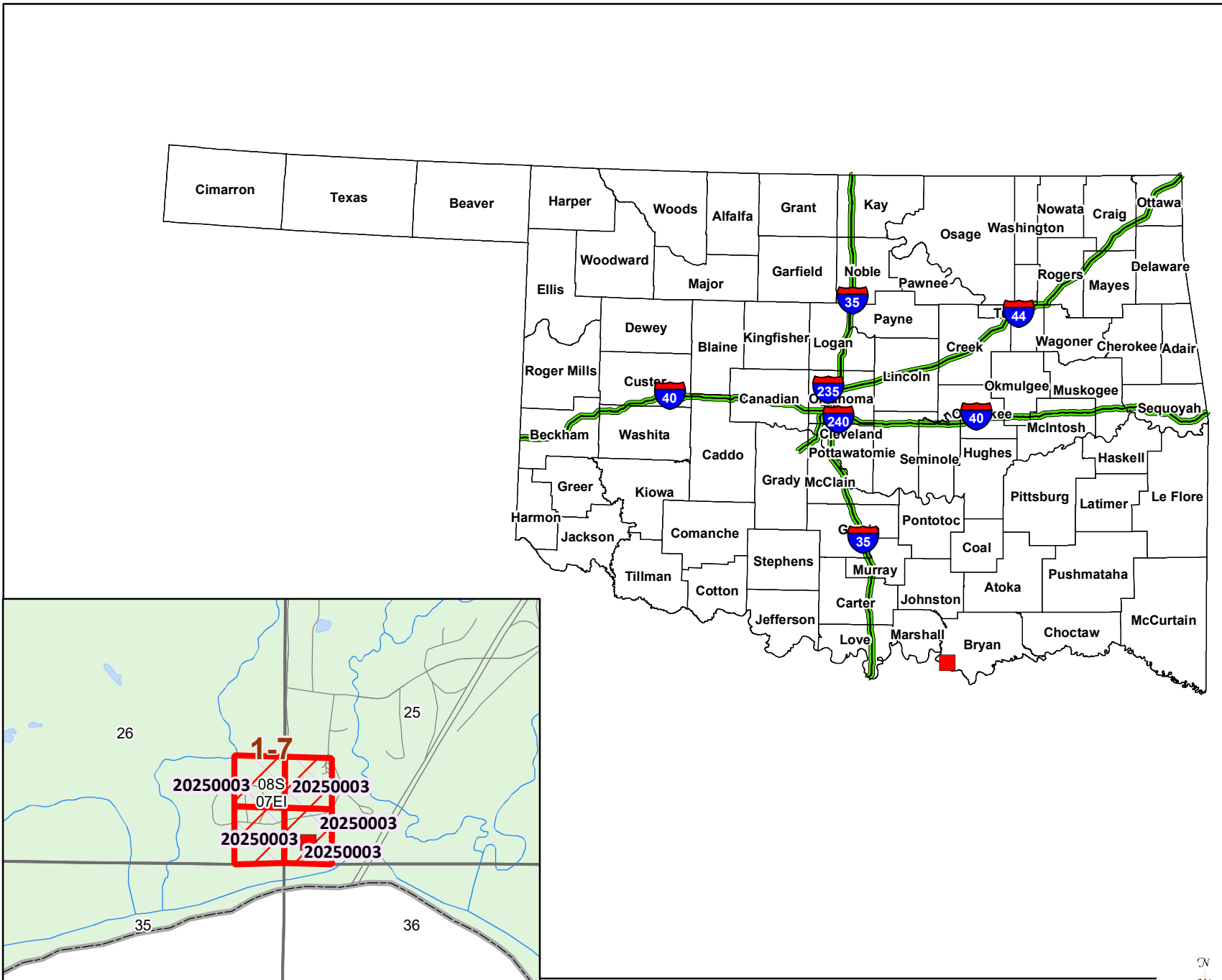
WATER RIGHTS ADMINISTRATION DIVISION
Application for a Regular Stream Water Permit

June 16, 2026

NUMBER & DATE	COUNTY	NAME OF APPLICANT	RECOMMENDATION
2025-003 3/27/2025	Bryan County	Southern Sand, LLC	Approval for proposed order

Southern Sand, LLC c/o Nathan Bassetto whose address is 1540 Keller Parkway, Ste. 108-110, Keller, TX 76248 has filed an application, #2025-003, with the Oklahoma Water Resources Board (Board) for a permit to use no more than 1,358 acre-feet of stream water per year at a diversion rate not to exceed 2,500 gallons per minute from the Red River located in the SW SW SW of Section 25, T8S, R7EIM, Bryan County. The water is proposed to be used for mining - sand and natural stone of 40 acres located as follows: 10 acres each in the SW SW SW and NW SW SW of Section 25; 10 acres each in the SE SE SE and NE SE SE of Section 26; all in T8S, R7EIM, Bryan County. The applicant gave proper Public Notice, the application was protested, and an administrative hearing was held on May 4, 2026. The hearing examiner recommends approval.

Surface Water Application: Permit #20250003 - Southern Sand LLC- Bryan County



Legend

- SW Application #20250003
- Interstates

Inset

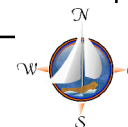
- Diversion Point
- Area of Use
- County Roads

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



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

In the Matter of Southern Sand, LLC's)
Application for a Stream Water Permit) Application # 2025-
0003 Permit in Bryan County, Oklahoma)

**PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW AND BOARD
ORDER FOR STREAM WATER PERMIT APPLICATION**

INTRODUCTION

This matter arises out of the application for a stream water permit filed on March 27, 2025 (the "Application"), by Southern Sand, LLC ("Applicant"). Three timely letters by Protestants objected to the Application, being the reason the matter was docketed for a hearing. The hearing on the merits was held at the Oklahoma Water Resources Board ("OWRB") offices in Oklahoma City, Oklahoma at 9:00 a.m. on May 4, 2026. David McClelland and Nathan Bassetto, on behalf of the Applicant, and Brent Hicks and Terry Beal, the appearing Protestants, participated in the hearing *pro se*. Pursuant to Oklahoma Administrative Code ("OAC") 785:4-7-1 and 4-7-7, records were admitted that were offered by the 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 - 14. 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, OWRB determines that the application should be approved.

BACKGROUND

1. On March 27, 2025, the Applicant filed Application No. 2025-0003 for a stream water permit to divert stream water from the Red River in the amount of 1,358 acre-feet per year at a pumping rate of 2,500 gallons per minute.
2. Southern Sand, LLC, completed the Application as necessary by Board rules and statutes. *See* OWRB Exhibit 1. Applicant also submitted an affidavit identifying affected landowners for notification purposes. *See* OWRB Exhibit 4.

**FINDINGS OF
FACT
NOTICE OF
APPLICATION**

3. The Hearing Examiner opened 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 it, 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. There were no objections made by the appearing Protestants to the notice of application by Applicant.

4. The stream diversion point is in Bryan County, Oklahoma on designated land consisting of 40 acres. Applicant's notice of the Application was provided by certified mail in a newspaper of general circulation in the applicable counties. The publications occurred by the Hugo News in Choctaw County on October 1 and October 8, 2025, and by the Durant Democrat in Bryan County on October 3 and October 10, 2025. *See* OWRB Exhibit 4 and OWRB Exhibit 5.

SUMMARY OF THE PROTEST LETTERS

5. The protest letter by Terry Beal alleged that in the last several years he has had difficulty getting enough water to irrigate and indicated that this is an instance of one person asking for more acre-feet of water than several farmers have together. The protest letter by Brent and Natalie Hicks raised concern over local water quality, environment, and community well-being. The protest letter by William and Aline Brigman expressed concerns over a lack of available water downstream, contamination from the proposed site, traffic hazards, and alleged incompatibility with community land use and conservation efforts. The above concerns were generally reiterated by the appearing Protestants in the hearing.

NOTICE OF THE ADMINISTRATIVE HEARING

6. 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, and explained the nature of the administrative hearing and the issues that would be presented. *See* OWRB Exhibit 13. The original hearing was February 5, 2026; however, the Applicant did not appear. Applicant provided sufficient good cause for the nonappearance, and the hearing was later reset for May 4, 2026. A hearing on the merits was ultimately conducted in full on that date. *See* OWRB Exhibit 13.

LAND LEASE DOCUMENTATION

7. Proof of land rights related to the stream water diversion application for the mining of sand and natural stone was provided by Applicant and admitted into the record as OWRB Exhibit 2, being its "Land Lease and Mining Agreement" dated as signed on March 3, 2025. This issue was not disputed by the Protestants.

AVAILABILITY OF STREAM WATER FOR APPROPRIATION

8. The Applicant seeks to divert stream water from the Red River, Bryan County, Oklahoma in the amount of 1,358 acre-feet per year at a pumping rate of 2,500 gallons per minute to its designated land area of approximately 40 acres.

PRESENT OR FUTURE NEED FOR WATER AND BENEFICIAL USE

9. The Applicant intends to use stream water for mining sand and natural stone. The proposed use constitutes a beneficial use under Oklahoma law and Board rules.

INTERFERENCE WITH DOMESTIC OR EXISTING APPROPRIATIVE USES

10. David McClelland, Manager of Southern Sand, LLC testified that the Applicant would not cause interference with domestic or existing uses. The

testimony was not countered at the hearing with any clear and convincing evidence by the Protestants.

OUT OF STREAM SYSTEM AND OUT OF STATE USE

11. Mr. McClelland testified that the Applicant, Southern Sand, LLC does not propose using stream water diverted from outside the stream system of origin and does not propose using 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." Based on mean annual precipitation run-off and mean annual flow, there appears to be water available for appropriation in the Red River 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. The Applicant's proposed uses of stream water for mining of sand and natural stone meets the OWRB's definition of "beneficial use". See OAC 785:20-1-2. Therefore, the OWRB finds that the general elements of the Applicant's application have been met.

INTERFERENCE WITH DOMESTIC AND EXISTING APPROPRIATIVE USES

15. 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).

16. The evidence presented in the administrative hearing, taken as a whole, supports the conclusion that the Applicant’s proposed diversion will not interfere with domestic or existing appropriate uses from downstream water users from the Red River in Bryan County, Oklahoma.

PERSONAL JURISDICTION; DUE PROCESS

17. 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.

RELEVANT SUMMARY OF LEGAL ISSUES

18. Oklahoma’s stream water statutes and rules require that the OWRB determine the following questions before taking final action on a stream water permit: (1) whether there is unappropriated water in the amount applied for; (2) whether the applicant has a present or future need for water; (3) whether the proposed use to which the applicant intends to put the water is a beneficial use; and (4) whether the proposed use does not interfere with domestic or existing appropriate 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 these questions in the affirmative, “the Board shall approve the application by issuing a permit to appropriate water.” *Id.*

CONCLUSION

19. The Board concludes that Application No. 2025-0003 satisfies the requirements of Oklahoma stream water law and Board rules.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Application for a long-term stream water permit, No. 2025-0003 in the name of Southern Sand, LLC, shall be and the same is hereby approved, subject to the standard stream water permit conditions hereinafter stated and otherwise imposed by law.

The permit shall authorize the diversion of a total of 1,358 acre-feet of stream water per year, which includes the one diversion point on the Red River located in the SW/4 SW/4 SW/4 of Section 25, Township 8 South, Range 7 East of the Indian Meridian, Bryan County, Oklahoma. The permit shall specify that the total diversion rate shall not exceed 2,500 gallons per minute.

IT IS FURTHER ORDERED that the long-term stream water 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 , 2026.

OKLAHOMA WATER RESOURCES BOARD

Thomas Gorman, Chairman

ATTEST: (Seal)

Secretary