OKLAHOMA WATER RESOURCES BOARD MEETING INFORMATION

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

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

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

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

1.B.

July 21 ,2026 Regular Meeting Draft Official Minutes
For consideration at the September 15, 2026 Board Meeting

CALL TO ORDER

The Regular Meeting of the Oklahoma Water Resources Board was called to order by Acting Chair Ron Justice, on July 21, 2026, at 9:36 a.m. at the Oklahoma Water Resources Board located at 3800 N. Classen Blvd. Oklahoma City, Oklahoma 73118. The meeting was conducted pursuant to the Oklahoma Open Meeting Law with due and proper notice provided pursuant to Sections 303 and 311 thereof. The agenda was posted on July 17, 2026, at 2:30 p.m., at the Oklahoma Water Resources Board's offices at 3800 N. Classen Boulevard, Oklahoma City, Oklahoma.

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

Board Members Present
Ron Justice
Russell Isaacs
Darren Cook
Heather McCall
Robert Stallings, Jr.
Bandy Silk
Tom Gorman

Board Members Absent
Tom Gorman
Bob Latham
Rob Stallings, Jr.

Staff Members Present
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
See attached list to these meeting minutes

B. Discussion, Amendments and Vote to Approve Official Minutes of June 16, 2026, Regular meeting.

Chair Justice inquired if all members reviewed the minutes of the June 16, 2026, meeting and if there were no questions, or changes, requested a motion to approve. No comments or amendments; Mr. Silk motioned to approve, and Mr. Isaacs seconded the motion. Chair Justice called for the vote.

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

C. Executive Director's Report:

No Director's Report was given.

E. **Financial Update**

Mr. Jay Foote, Chief Administrative Services Division, presents the budget report for the period ending June 2026. Mr. Foote reports the agency has spent 69 % of its appropriated budget leaving 31%; spent 64% of its revolving budget, leaving 36%; has spent 23% of its federal budget, leaving 77%. Overall, the total budget remaining is 47%.

2. FINANCIAL ASSISTANCE DIVISION

A. Consideration of and Possible Action on a Proposed Order Approving State Loan Program Revenue Bond Loan Funding Application for the Rural Water District No. 4, Okmulgee County, Oklahoma. Recommended for Approval.

This is a loan request from the Rural Water District No. 4, Okmulgee County for an amount not to exceed $2,020,000.The district currently has one 235,000-gallon standpipe which is not enough to meet DEQ's storage capacity requirements. To address this deficiency, the loan proceeds will be used to construct a new 250,000-gallon elevated water storage tower. The project will be funded through the FAP state revenue bond loan program with a fixed interest rate plus an administrative fee, and a maturity not to exceed 31 years. The estimated useful life of the storage tank is 35 years. The loan will be secured with a lien on the revenues of the district's water system and will include a mortgage on the water system.
The district's debt coverage ratio currently stands at 2.64 times.

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

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

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

This is a loan request from the Okmulgee Municipal Authority in the amount of $4,000,000 of which $1M will be in the form of loan forgiveness. The loan proceeds will be used to construct a new 15.25 million gallon flow equalization basin to better manage peak flows and address compliance issues. The project will be funded through the Clean Water SRF loan program with a fixed interest rate plus an administrative fee, and a maturity not to exceed 30 years (They have only requested 5 years). The estimated useful life of the FEB is 30 years. The loan will be secured with a lien on the revenues of the applicant's water, sewer and sanitation systems, and a 2 cent sales tax. Okmulgee is a long time customer of the board's in good standing and has a total outstanding loan balance of $17.5m. Their debt coverage ratio stands at 3.1 times.

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

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

C. Consideration of and Possible Action on a Proposed Order Approving State Loan Program Revenue Bond Loan Funding Application for the Blackwell Municipal Authority, Kay County, Oklahoma. Recommended for Approval.

This is a loan request from the Blackwell Municipal Authority for an amount not to exceed $18,840,000.The loan proceeds will be used for improvements at the water treatment plant to rehabilitate or replace aging components and refinancing some existing debt for water and sewer projects. The project will be funded through the FAP state revenue bond loan program with a fixed interest rate plus an administrative fee, and a maturity not to exceed 31 years, which is the estimated life of the assets. At this time, they have only requested a 15 year term. The loan will be secured with a lien on the revenues of the applicant's water, sewer, sanitation, and electric systems and a 1.5 cent sales tax and will include a mortgage on the water, sewer, and electric systems. Blackwell is a current borrower of the board's in good standing with an outstanding balance of approximately $13m. Their debt coverage ratio currently stands at 2.71 times.

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

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

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

This is a loan request from the Broken Arrow Municipal Authority for an amount not to exceed $27,930,000.The loan proceeds will be used for planning and design, construction, and property acquisition for various water and wastewater improvements throughout the system to address aging infrastructure. The project will be funded through the FAP state revenue bond loan program with a fixed interest rate plus an administrative fee, and a maturity not to exceed 31 years. The estimated weighted useful life of the components of this loan is 37 years. The loan will be secured with a lien on the revenues of the applicant's water, sewer, and sanitation systems and a 1 cent sales tax. Broken Arrow is a long-time borrower of the Board's in good standing and has a current loan balance of $206.6 million. While the Authority is not rated the City of Broken Arrow has a AA rating as of last December. Their debt coverage ratio stands at 2.54 times.

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

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

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

This is a loan request from The Edmond Public Works Authority for an amount not to exceed $416,000,000.The loan proceeds will be used to fund the third and final phase of their Arcadia Water Treatment Plant expanding their capacity from 12 million gallons per day to 30 million gallons per day in order to meet water demands for the rapid growth the city is experiencing. The project will be funded through the FAP state revenue bond loan program with a fixed interest rate plus an administrative fee, and a maturity not to exceed 31 years with the expected life of the asset to be 35 years. The loan will be secured with a lien on the revenues of the applicant's water, sewer, sanitation, and electric systems and a 2 cent sales tax. Edmond is a long-time borrower of the Board's in good standing with a current loan balance of approximately $390 million. With this loan, Edmond will be the largest borrower of the board's FAP program holding around 27% of the program's debt. With this loan their debt coverage ratio stands at 1.71 times.

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

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

3. SUMMARY DISPOSITION AGENDA ITEMS

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

A. Requests to Transfer Items from Summary Disposition Agenda to the Special Consideration Agenda and Action on Whether to Transfer Such Items.

B. Discussion, Questions, and Responses Pertaining to Any Items Remaining on Summary Disposition Agenda and Possible Action on Items Listed Below.

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:
   None.
3. CWSRF Principal Forgiveness Loan Applications:
   None.
4. DWSRF Principal Forgiveness Loan Applications:
   None.
5. Sewer Overflow and Stormwater Reuse Municipal Grants ("OSG")
   None.
6. American Rescue Plan Act (ARPA) Grant Applications:
   None.

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

1. Resolution authorizing an application for funding assistance through the Federal Emergency Management Agency Community Assistance Program State Support Services Element to administer and support

the National Flood Insurance Program in the State of Oklahoma to reduce the risks of flooding to persons and property in the State of Oklahoma.

2. Fifth Amendment to the Grant Agreement with Office of Management Enterprise Services for administrative services for the American Rescue Plan Act Grant Funds designated for water and wastewater infrastructure and dam rehabilitation grants.

3. Fourth Amendment to the Grant Agreement with the Office of Management and Enterprise Services for administrative services related to the American Rescue Plan Act Grant Funds designated by the Legislature for Statewide Strategic Water Infrastructure Projects.

4. Fifth Amendment to the Grant Agreement with the Office of Management Enterprise Services for administrative services related to the American Rescue Plan Act Grant Funds designated for the Legislature for the Tribal cooperation grant matching funds for water and wastewater infrastructure projects.

5. Second Amendment to the Grant Agreement with the Office of Management Enterprise Services for administrative services related to the American Rescue Plan Act Grant Funds designated for the Legislature for the Lugert-Altus Irrigation District Project.

6. Contract between OWRB and Freese and Nichols to conduct the 2027 Clean Watersheds Needs Survey.

7. Develop policies and rules related to the Oklahoma Safeguarding Tomorrow Revolving Loan Fund (STRLF).

8. Contract to develop a modern system of record for water well construction and plugging for the State of OK that replaces the obsolete legacy system.

9. Memorandum of Agreement between Oklahoma Water Resources Board and East Central University to conduct an Airborne Electromagnetic Study of the Eastern Arbuckle Simpson Aquifer.

10. Resolution authorizing an application for funding assistance through the Federal Emergency Management Agency cooperating technical partners program for flood risk assessment and mapping.

E. Consideration of and Possible Action on Applications for Temporary Permits to Use Groundwater:
1. City of Haskell, Wagoner County, 2025-610
2. Stan Thomason, Caddo County, 2025-648
3. Ron Stillwell, Bryan County, 2026-506
4. Vamoosa Land, LLC, Dewey County, 2026-510
5. Raegan and Braden Cunningham, Harmon County, 2026-517
6. Connor and Kelci Cunningham, Harmon County, 2026-521
7. Lisa Sanders, Harmon County, 2026-523
8. Lisa Sanders, Harmon County, 2026-524
9. Roger Nightingale, Caddo County, 2026-525
10. Roger Nightingale and Ruth Nightingale, Caddo County, 2026-526
11. OG&E, Pawnee County, 2026-543

F. Consideration of and Possible Action on Applications to Amend Temporary Permits to Use Groundwater:
1. Chris and Vickie Nightingale, Major County, 1976-611
2. Roger and Ruth Nightingale, Caddo County, 1976-820
3. Stutzman Land, LLC, Custer County, 2014-576
4. Robert Travis Jennings and Rebecca Jean Jennings, Kiowa County, 2024-644

G. Consideration of and Possible Action on Applications for Regular Permits to Use Groundwater:
1. Matthew A. Graves and Elizabeth J. Graves, Beaver County, 2024-563
2. Alvin O. Parr Living Trust, Grady County, 2024-664

3. Russell and Alice Isaacs, Beaver County, 2026-512
4. KBDP Resources, LLC, Texas County, 2026-520
5. A&S Farms, LLC, Texas County, 2026-527
6. F & K Land, LLC, Texas County, 2026-528
7. George W. Clark Jr. Trust, Canadian County, 2026-537

H. Consideration of and Possible Action on Applications to Amend Regular Permits to Use Groundwater:
1. Comanche County Rural Water District #3, Cotton County, 1973-351A
2. Joseph Scott and Heather Michelle Grabeal, Roger Mills County, 1973-353
3. Joseph Scott and Heather Michelle Grabeal, Custer County, 1973-354
4. Seaboard Foods, LLC, Texas County, 1978-654B
5. Mitchell Family Farms, Texas County, 1996-554
6. Larry G. and Joseph Scott Grabeal, Roger Mills County, 2003-532
7. Terra Group, LLC, Beckham County, 2003-553
8. Terra Group, LLC, Beckham County, 2004-554
9. Jevon and Crystal West, Custer County, 2017-555
10. Brent Evans and Shawna Evans, Beaver County, 2023-561
11. Buckhorn Rural Water District #2, Murray County, 2023-584
12. Konner Hood, Texas County, 2025-611

I. Consideration of and Possible Action on Applications to Amend Prior Right to Use Groundwater:
1. Joseph Scott and Heather Michelle Grabeal, Roger Mills County, 1953-287
2. Joseph Scott and Heather Michelle Grabeal, Roger Mills County, 1961-171

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

K. Consideration of and Possible Action on Applications for Regular Permits to Use Stream Water:
1. 737, LLC, Okmulgee County, 2025-0021
2. Bear Trak Ranch, LLC, Pittsburg County, 2025-023

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: Double J Water Wells
1. Operator: Jason Walker
Activities: Groundwater and Pump installation

2. New Operators, Licensee Name Change, and/or Activities for Existing Licenses:
a. Licensee: Whiterock Resources, LLC
1. Operator: Coleton Conrady
Activities: Geotechnical

N. Consideration of and Possible Action on Dam and Reservoir Construction:
1. Donnie Beller (5B Land, LLC) OK30636
2. Donnie Beller (5B Land, LLC) OK30637
3. Sequoyah County Conservation District, OK11057

O. Consideration of and Possible Action on Permit Applications for Proposed Development on State Owned or Operated Property within Floodplain Areas:
None

P. Consideration of and Possible Action on Applications for Accreditation of Floodplain Administrators:
None.

Q. Consideration of and Possible Action on a Proposed Order Cancelling Permits For Failure To Timely Submit Change Of Ownership Documents and Filing Fees :

1. Ellison Investments LLC, Canadian County, 1955-279
2. Johnnie Wilcoxon, Jefferson County, 1955-1428
3. Grace T. Hoffman Revocable Trust, Cimarron County, 1956-884
4. Earl S. Crowder, Alfalfa County, 1975-846
5. Andy J. Carson, Beaver County, 1976-704B
6. Lou V. Shuman, Harper County, 1977-548
7. Carl Huling, Beaver County, 1979-762
8. Arther L. Twombly, Cimarron County, 1980-627
9. Mike & Kula Finnell, Washita County, 1982-604
10. Hubert Kamphaus, Washita County, 1982-618
11. Don Streller, Noble County, 1982-938
12. Danne Beason, Beckham County, 1983-657
13. Ina Hagee Osborne, Oklahoma County, 2017-527
14. James C. Walters, Hughes County, 1999-007

R. Consideration of and Possible Action on Stream Water Permit Excused Nonuse:
None

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

1. Clay Ryan and McKenzie Brooke Teel, Custer County, 1981-880B

T. Consideration of and Possible Action on State of Oklahoma Resolution:
Resolution appointing members to Well Drillers Advisory Council

U. Consideration of and Possible Action on an Informal Consent Order:

1. Coffee Dams No. 1-3 and 6, Canadian County, OK30688, OK30689, OK30690, OK30686

Motion was made to go into Executive Session; however, an executive session was not posted on the agenda. The Board did not enter Executive Session

A motion was made by Mr. Silk to table item: U. Consideration of and Possible Action on an Informal Consent Order:
1. Coffee Dams No. 1-3 and 6, Canadian County, OK30688, OK30689, OK30690, OK30686; until the September board meeting. Mr. Campbell seconded to motion. Chair Justice called for the vote.

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

A motion was made to approve Item 3 D, Summary Disposition with the exception of item U, which was tabled.

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

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

04000 4. ALL FOR WATER, WATER FOR ALL: PUSHING THE BOUNDARIES TO CREATE NEW, INNOVATIVE DATA EXPERIENCES AND PRODUCTS

Justin Wright

Presentation available upon request

05000 5. SPECIAL CONSIDERATION **Chair Tom Gorman**

A. No Special Consideration items.

B. Consideration of and Possible Action on Items Transferred from Summary Disposition, if any.

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 August 2026 Board meeting is cancelled. The next regular meeting of the Oklahoma Water Resources Board will be held on Tuesday, September 15, 2026, at 9:30 am. In the offices of the OWRB, 3800 N. Classen Boulevard, Oklahoma City, OK 73118.

Thomas Gorman, Chairman **Robert Stallings, Jr.**

Bandy Silk **Darren Cook**

Ron Justice **Bob. Latham**

Russell Isaacs **Jarred Campbell**

ATTEST:

Heather McCall (SEAL)

Regular Monthly Meeting

DATE: July 21, 2026

TIME: 9:30 a.m.

VISITOR SIGN-IN

Please print legibly and sign

NAME	COMPANY/ENTITY	SIGNATURE
Tom Zalkin		Tony Zalkin
Vicki Plank		Vicki Plank
Randy Plank		Randy Plank
Barbara Hoberock	Oklahoma Voice	B. Hoberock
Anneliese Herron		A. E. H
Mike Herren		[illegible]
Don Hawkins		Don A Hawkins
Sharon Nash		Sharon Nash
Leo F. Nash		Leo Nash

PRINT	COMPANY	SIGNATURE
Shannon Sanchez		[signature]
Mick Shirron		Mick Shirron
Dorothy Gilchrist		Dorothy Gilchrist
Corwin Gilchrist		CG
Sandy Lee		Sandy Lee
Ronna Morse		Ronna Morse
Wayne Morse		[signature]
Sue Norwich		[signature]
Debi Mahoney		Debi Mahoney
Linda Dunbar		Linda Dunbar
Holli R Fields		Holli R Fields

PRINT	COMPANY	SIGNATURE
J.J. Norwich Jr		[signature]
Mike Bradshaw		[signature]
Johnny Daniels		Johnny Daniels
Ty Eby		[signature]
Trent Logan		[signature]
PaulaAnne McKisic		PaulaAnne McKisic
Jane Marie Moon		Jane Marie Moon
DAVID BROADWELL	CEDAR LAKE!	[signature]
Kenneth Moon	Cedar Lake	[signature]
NancyLynn Everson	Cedar Lake	NancyLynn Everson
Tammy Cramer	Cedar Lake	Tammy Cramer

PRINT	COMPANY	SIGNATURE
Will Huggins	City of Edmond	[illegible]
Darrell Bigbee		Darrell Bigbee
Jeff Everett	OG&E	[illegible]
KACEE COREY		Kacee Corey
Charles Corey		Charles Corey
John & Lori Dunkle		
MONTE R BOYCE		Monte R. Boyce
Sidney Roberts		Sidney Roberts
Michelle Reeves		Michelle Reeves
ED FITE	GRDA ECO	[illegible]
Don Machacek		[illegible]

PRINT	COMPANY	SIGNATURE
Jordan Grace	City of Broken Arrow	[illegible]
Emily Rowland	city of Broken Arrow	Emily Rowland
Melissa Broadwell	Cedar Lake	Melissa Broadwell
Mandy Taylor Griffin	Cedar Lake	[illegible]
Austin Walker	Cedar Lake	[illegible]
Joshua Walker	" "	Joshua Walker
Steve Griffin	Cedar Lake	[illegible]
Tim Sowecke	GableGotwals (For Western Sportsman Club, Inc.)	[illegible]
Tyler Self	TSelf@Gablelaw.com (for WSC)	[illegible]
Sarah Harrington		
Don Crosswhit	Western Sportsman Club	[illegible]

PRINT	COMPANY	SIGNATURE
Derek Fretts		[illegible]
Lorraine Nessman		[illegible]
Ray Cash		Ray Cash
Steve Heckel		[illegible]
ERIK CARLSON		[illegible]
Beckie Zaikis		Beckie Zaikis
Mark Sullivan		[illegible]
John Adams		[illegible]
Terry Smith		Terry Smith
Danny Mathes		[illegible]
Nathan Smith		[illegible]

PRINT	COMPANY	SIGNATURE
DAVID CLARK	RETIRED	[illegible]
[illegible]		[illegible]
Bud Ground	EFO	Howard Ground
Graycen Wheeler	KOSU Public Radio	[illegible]
Laura Clark		[illegible]
Cindy Arnold	City of Broken Arrow	Cindy Arnold

PRINT	COMPANY	SIGNATURE
Ron Peterson	RFGC	
Robert Brook	The People	

LARRY WALLACE CEDAR LAKE L wallace

Chris Wilhelm

Myrl Norton

Brenda Lee Riels Hickey Brenda Lee Riel Hickey

Waylin Hickey

MICHAEL EVITTS

JAN HORTON

FRED HORTON

Chris Gander

Tyler Kulley

Brian Allen Fox 25

1. D. FINANCIAL UPDATE

1. D.1. Monthly Budget Report

AUG 2026 FOR FY2027
FY 2027 Expenses by Fund and Category

	Fund	General Revenue		Budgeted	Expended	Balance	Percentage Remaining	Spend
By Fund	19313	1	FY2026 Carryover	0	0	0	#DIV/0!	
	19701	1	FY2027 Appropriation	9,830,542	1,059,572	8,770,970	89%	
	19702	1	FY2027 Appropriation - SB1175	925,000	13,170	911,830	99%	
			Total General Revenue	**10,755,542**	**1,072,741**	**9,682,801**	90%	10%
		Revolving Funds						
	21000	2	Drillers Indemnity Fund	50,000	0	50,000	100%	
	21500	3	OWRB Revolving Fund	2,856,572	330,326	2,526,246	88%	
	23500	4	Phase II A-S Hydro St Rev Fund	807,575	306	807,269	100%	
	24000	5	Revolving Fund	1,027,000	226,733	800,267	78%	
	24500	6	Drillers Regulation Fund	0	0	0		
	25000	7	Water Infrastructure Dev. Fund (OCWP)	3,407,099	245,138	3,161,961	93%	
	26000		Water & WW Investment Fund	1,000,000	0	1,000,000	100%	
	42000	8	USGS Cooperative Agreement	300,500	0	300,500	100%	
	44400	9	DW Loan Administration Fund	1,431,003	75,904	1,355,099	95%	
	44500	10	CW Loan Administration Fund	2,998,053	185,451	2,812,602	94%	
	72000		GWC Special Fund	185,600	0	185,600	100%	
			Total Revolving Funds	**14,063,402**	**1,063,858**	**12,999,544**	**92%**	**8%**
		Federal Funds						
	40000	11	Federal Fund - General	1,252,564	77,326	1,175,238	94%	6%
	40700	12	Federal Fund - Engineering and Planning	2,781,474	189,380	2,592,094	93%	7%
	49700	13	Federal Fund - *ARPA	1,280,532	64,633	1,215,899	95%	5%
			Total Federal Funds	**5,314,570**	**331,340**	**4,983,230**	94%	**6%**
		Total Funding		**30,133,514**	**2,467,939**	**27,665,575**	92%	**8%**
				Budgeted	**Expended**	**Balance**	**Percentage Remaining**	
By Category	510000	14	Salary Expense	9,473,589	1,322,711	8,150,878	86%	14%
	512000	15	Insurance	1,577,729	207,858	1,369,871	87%	13%
	513000	16	FICA and Retirement	1,623,590	220,183	1,403,407	86%	14%
	515000	17	Professional Services	12,612,745	501,753	12,110,992	96%	4%
	519000	18	Flexible Benefits	18,000	1,503	16,497	92%	8%
			Total Personal Services	**25,305,653**	**2,254,007**	**23,051,646**	**91%**	**9%**
	520000	19	Travel Expense	745,943	26,817	719,126	96%	4%
	530000	20	Administrative Expense	1,873,005	186,376	1,686,629	90%	10%
	540000	21	Furniture and Equipment Expense	927,367	739	926,628	100%	0%
	550000	22	Intra Inter Agency Payments	1,281,546	0	1,281,546	100%	0%
			Total Operating Expenses	**4,827,861**	**213,932**	**4,613,929**	**96%**	**4%**
		Total Expenditures		**30,133,514**	**2,467,939**	**27,665,575**	92%	**8%**

2. FINANCIAL ASSISTANCE DIVISION

September 15, 2026

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant:	The Claremore Public Works Authority, Rogers County
Loan Application No.:	ORF-27-0002-CW Clean Water SRF Loan ("CWSRF Loan")
Amount Requested:	$10,000,000.00
Interest Rate:	The CWSRF Loan shall bear a fixed interest rate to be determined prior to loan closing plus an administrative fee of 0.5% per annum, all on the outstanding principal balance of the loan.
Payment Term:	Interest, administrative fee, and principal payments shall be made on a semi-annual basis. The applicant shall commence principal repayment no later than one (1) year following Project completion and the maturity of the loan shall be no later than twenty (20) years following the date the Project is completed.
Security Position:	The loan shall be secured with a lien on the revenues of the applicant's water, sewer, and electric systems and may include a mortgage on the applicant's water, sewer, and electric systems and other real property.
Purpose:	The applicant will utilize the loan proceeds to: (i) install approximately 8,204 water meters, including approximately 41 large-diameter water meters, and 12,974 electric meters with associated Automated Metering Infrastructure (AMI) technology throughout the system, all related appurtenances (the "Project"), and (ii) pay related costs of issuance.

Sources of Funds (Est.)		**Uses of Funds** (Est.)	
Loan Proceeds	$10,000,000.00	Project	$9,794,500.00
		Bond Counsel	102,500.00
		Financial Advisor	102,500.00
		Trustee Bank	500.00
Total	$10,000,000.00	**Total**	$10,000,000.00

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-27-0002-CW IN THE NAME OF)
THE CLAREMORE PUBLIC WORKS AUTHORITY)
ROGERS COUNTY, OKLAHOMA)

PROPOSED
ORDER APPROVING LOAN APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 15th day of September, 2026.

WHEREAS, The Claremore Public Works Authority (the "Applicant") has made its Application for Funding No. ORF-27-0002-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-27-0002-CW in the name of The Claremore 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 8,204 water meters, including approximately 41 large-diameter water meters, and 12,974 electric meters with 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. 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 $10,000,000.00. The Applicant shall pay interest on the loan at a fixed rate to be determined prior to closing plus an administrative fee at the rate of 0.5% per annum, all on the outstanding balance of disbursed loan proceeds. Interest, administrative fee, and any principal payments shall be made on a semi-annual basis. The Applicant shall commence principal repayment no later than one (1) year following Project completion, and the maturity of the loan shall be no later than twenty (20) 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 electric systems and may include a mortgage on the Applicant's water, sewer, and electric systems and other real property.

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

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

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

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

So ordered this 15th day of September, 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

____
Thomas A. Gorman, Chairman

ATTEST:

____
Heather McCall, Secretary

(SEAL)

Reviewed By:

Lori Johnson

____

Lori Johnson, Chief
Financial Assistance Division

3.C. SUMMARY DISPOSITION AGENDA ITEMS

FINANCIAL ASSISTANCE DIVISION

September 15, 2026

EMERGENCY GRANT APPLICATION
RECOMMENDED FOR APPROVAL

APPLICANT: Commerce Development Authority **DATE RECEIVED:** 08/10/2026
COUNTY: Ottawa **APPLICATION NUMBER:** FAP-26-0005-G

Amount Requested: $75,000.00 **Amount Recommended:** $75,000.00

PROJECT DESCRIPTION: Commerce Development Authority (Authority) operates a water system. The Authority experienced a complete loss of water in their water tower due to pump failures and system main breaks attributing to freezing conditions on January 28, 2026. The proposed project is to reimburse for the replacement of the pump, repairs to the tower, 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 Emergency grant in the amount of $75,000.00.

Priority Ranking		Priority Points
Emergency Ranking 1 (Maximum: 50 points)		50
RATE STUDY AND STRUCTURE (Maximum: 10 points)		
Two Years or Less: (_) At Least Two Years – Less Than Five: (_) Over Five Years (X) -5 points	(_) Flat rate -3 (_) Decreasing Block -2 (_) Uniform 0 (X) Increasing Block +2 (_) Sales tax (W/S) +1 (_) Auto Rate Increase +1	(3)
Operational Cost Ratio (Maximum: 13 points) Total Income Available: $ 290,119.44 Total Annual Debt Payment: $ 78,076.17 OCR: 3.72		13
ADJUSTED PER CAPITA INCOME (Maximum 10 points) Tier (1)		10
Local Participation $ 0 (Maximum: 10 points)		0
AMOUNT OF GRANT REQUESTED (Maximum: 10 points) AR = $75,000.00		4
REQUEST NUMBER 0		0
BENEFIT OF PROJECT TO OTHER SYSTEMS **No**		0
	TOTAL PRIORITY POINTS	74

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER OF GRANT APPLICATION)
NO. FAP-26-0005-G IN THE NAME OF THE)
COMMERCE DEVELOPMENT AUTHORITY,)
OTTAWA COUNTY, OKLAHOMA.)

PROPOSED
ORDER APPROVING GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 15th day of September 2026. The Board finds that since the application for this grant has received a priority ranking of 74 points under Chapter 50 of the Board's Rules and that since sufficient funds are available in the Emergency 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:

Purpose: The project shall consist of to reimburse for the replacement of the pump, repairs to the tower as well as other related construction and necessary appurtenances, as more fully described in the engineering report included in applicant's grant application.

Conditions:

1. The amount of the grant shall not exceed $75,000.00.

2. 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 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 grant funds as required by the Board. Further, applicant shall maintain proper books, records, and supporting documentation, and make the same available for inspection by the Board. Disbursement of grant funds without supporting documentation shall be considered unauthorized expenditure of grant funds.

5. The applicant shall return any unexpended 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 applicant shall return or otherwise pay to the Board, any grant funds expended for unauthorized or unallowable purposes. Authorized purposes are those which are necessary for the completion of the project described in the grant application, which application is incorporated by reference herein, or which are necessary for the project as approved, if the project is different from that described in the application. Any funds returned by the applicant under this paragraph shall bear interest at the maximum rate allowed by law. The applicant shall direct to the Board any and all questions regarding whether an expenditure is authorized.

7. Furthermore, prior to and during the construction period, Commerce Development Authority is required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and grant policies.

SO ORDERED this 15th day of September 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

____
Thomas A. Gorman, Chairman

ATTEST:

____
Heather McCall , Secretary

(SEAL)

Reviewed By:

Lori Johnson
____
Lori Johnson, Chief
Financial Assistance Division

EMERGENCY GRANT APPLICATION
RECOMMENDED FOR APPROVAL

APPLICANT: Geary Utilities Authority **DATE RECEIVED:** 07/14/2026
COUNTY: Blaine **APPLICATION NUMBER:** FAP-27-0001-G

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

PROJECT DESCRIPTION: Geary Utilities Authority (Authority) operates a water system. The Authority is experiencing critical infrastructure damage at the well field due to lightning strikes from severe storms in June of 2026. The proposed project is to repair or replace damaged well pumps and controllers, electrical conductors, and a standby generator, as well as restore radio telemetry and well-control systems plus all appurtenances required to complete the project. The estimated cost of the project is $250,000.00 which will be funded by the OWRB Emergency grant in the amount of $250,000.00.

Priority Ranking		**Priority Points**
Emergency Ranking 1 (Maximum: 50 points)		50
RATE STUDY AND STRUCTURE (Maximum: 10 points)		
Two Years or less: ( ) At Least Two Years – Less Than 5: ( ) Over 5 Years (X) -5 points	(X) Flat rate -3 (_) Decreasing Block -2 (_) Uniform 0 (_) Increasing Block +2 (_) Sales tax (W/S) +1 (_) Auto Rate Increase +1	(8)
Operational Cost Ratio (Maximum: 13 points) Total Income Available: $ 301,128.00 Total Annual Debt Payment: $ 114,833.83 OCR: 2.62		13
Adjusted Per Capita Income (Maximum 10 points) Tier (1)		10
Local Participation $ 0 (Maximum: 10 points)		0
AMOUNT OF GRANT REQUESTED (Maximum: 10 points) AR = $250,000.00		(4)
REQUEST NUMBER 0		0
BENEFIT OF PROJECT TO OTHER SYSTEMS **No**		0
	TOTAL PRIORITY POINTS	61

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER OF GRANT APPLICATION	)
NO. FAP-27-0001-G IN THE NAME OF THE	)
GEARY UTILITIES AUTHORITY,	)
BLAINE COUNTY, OKLAHOMA.	)

PROPOSED
ORDER APPROVING GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 15th day of September 2026. The Board finds that since the application for this grant has received a priority ranking of 61 points under Chapter 50 of the Board's Rules and that since sufficient funds are available in the Emergency Grant Account of the Water Resources Fund, the grant application for an amount not to exceed $250,000.00 should be approved to be advanced for the following purpose and subject to the following conditions:

Purpose: The project shall be to repair or replace damaged well pumps and controllers, electrical conductors, and a standby generator, as well as restore radio telemetry and well-control systems as well as other related construction and necessary appurtenances, as more fully described in the engineering report included in applicant’s grant application.

Conditions:

1. The amount of the grant shall not exceed $250,000.00.

2. 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 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 grant funds as required by the Board. Further, applicant shall maintain proper books, records, and supporting documentation, and make the same available for inspection by the Board. Disbursement of grant funds without supporting documentation shall be considered unauthorized expenditure of grant funds.

5. The applicant shall return any unexpended 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 applicant shall return or otherwise pay to the Board, any grant funds expended for unauthorized or unallowable purposes. Authorized purposes are those which are necessary for the completion of the project described in the grant application, which application is incorporated by reference herein, or which are necessary for the project as approved, if the project is different from that described in the application. Any funds returned by the applicant under this paragraph shall bear interest at the maximum rate allowed by law. The applicant shall direct to the Board any and all questions regarding whether an expenditure is authorized.

7. Furthermore, prior to and during the construction period, Geary Utilities Authority is required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and grant policies.

SO ORDERED this 15th day of September 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

____
Thomas A. Gorman, Chairman

ATTEST:

____
Heather McCall , Secretary

(SEAL)

Reviewed By:
Lori Johnson

____
Lori Johnson, Chief
Financial Assistance Division

3. SUMMARY DISPOSITION AGENDA ITEMS

D. Contracts and Agreements Recommended for Approval

September 15, 2026

AGENDA ITEM 3D(1)

MEMORANDUM AGREEMENT

WITH:	BancFirst
PURPOSE:	Agreement between BancFirst and OWRB for financial custody services for the funds allocated to the OWRB Water and Wastewater Infrastructure Investment Fund.
AMOUNT:	not to exceed $34,000.00

Trust and Investment Management

Service Agreement

BancFirst, an Oklahoma banking corporation, will serve as Custodian (hereinafter referred to as “BancFirst”) with respect to the property transferred to it by the Owner, holding and controlling the property in the Account, and assuming full responsibility to exercise a reasonable standard of care that it exercises over its own assets.

The terms under which this Service Agreement shall operate are set forth in the sections entitled Terms and Conditions.

ACCOUNT TYPE

Please see Guide to Accounts to learn more about account types.

Please choose one of the following account types: Corporation

*If UTMA, please indicate state of residence ________________
The custodian shall transfer this property to ______________________________________ (name of minor) on _________________ or at the age of ______ (age, after eighteen (18) years and at or before twenty-one (21) years.)

For Joint Accounts, the social security number to be used for tax reporting purposes shall be (check one):

Owner One ______

Owner Two ______

Reported equally to Account Owner One and Account Owner Two ______

For account owners that are a trust or an entity, other forms may be required along with this form.

BancFirst® Trust and Investment Management

Service Agreement

ACCOUNT OWNER

First Name *Minor if UTMA/UGMA*	Middle Name	Last Name

Estate/Entity Name *Enter full entity name as evidenced by the relevant formation document (e.g., trust document, partnership agreement, corporate resolution).*
OKLAHOMA WATER RESOURCES BOARD

Date of Birth *MM DD YYYY*	Email Address
00/00/0000	

Social Security or Taxpayer ID Number	Daytime Phone	Extension
73-6017987		

Residential Address (where you live) *This is your legal address used for tax reporting.*

Street Address		
3800 N CLASSEN BOULEVARD		
City	State	ZIP Code
OKLAHOMA CITY	OK	73118

Mailing Address *This may be a P.O. box, drop box, or c/o location.*

☑ Same as residential address *Default if no other information indicated below.*

Mailing Address		
City	State	ZIP Code

Income Source

☐ Employed ☐ Self-employed

Occupation	Employer *Leave blank if self-employed.*

Employer Address			
City	State	ZIP Code	Country

☐ Retired ☑ Not employed

Source of Income *Pension, investments, spouse, etc.*

BancFirst *Trust and Investment Management*

Service Agreement

COMPLIANCE LETTER

I. **Trade Confirmations.** BancFirst has advised me that I have the right to receive copies of all trade tickets/confirmations of security purchases and sales within five (5) business days of the receipt of the trade confirmation by BancFirst at no extra charge. Regardless of election, BancFirst will keep the owner apprised of transactions through regular account statements.

__✔__ Do not send trade confirmations. Regular BancFirst account statements are sufficient.

_______ Send all trade confirmations received by BancFirst. Please mail any confirmations AND continue to mail our regular account statement.

II. **Proxy Voting.** BancFirst presently votes the proxies for any stocks/mutual funds in accordance with BancFirst existing Proxy Policy. I understand that it is BancFirst's policy to vote "with management" unless BancFirst deems that it would not be in the best interest of this account to do so.

_______ I do not want BancFirst to vote proxies for any stocks/mutual funds held in the account. I instruct BancFirst to mail any proxies received.

_______ I do want BancFirst to vote proxies for any stocks held in the account.

III. **Beneficial Ownership Information.** BancFirst is required by law to disclose beneficial owner information to the requesting companies whose securities are held in this account. This means that should one or more of these companies request the accounts' identity, BancFirst will have to supply your name unless you instruct us not to do so.

_______ Please do not release any beneficial ownership information on this account.

_______ BancFirst has my/our permission to release beneficial ownership information to the issuing companies of securities whose stock(s) I hold in this account should the issuing company of the securities make such a request.

REPORTING

BancFirst will furnish the Owner(s) with a statement, at least annually, of all transactions in this account and a list of all property. If you wish to have a statement for a different period, please indicate one below. The method of delivery for all statements will be via Online access. For paper statements, please indicate here _____.

Account Owner One: __✔__ Monthly __✔__ Quarterly __✔__ Annually
Account Owner Two: _______ Monthly _______ Quarterly _______ Annually
Other (CPA, Attorney): __✔__ Monthly __✔__ Quarterly __✔__ Annually _______ Tax Reports

Name Crawford & Assc Address 10308 Greenbriar Pl, OKC Phone ____________ Email ____________

Name ____________ Address ____________ Phone ____________ Email ____________

Tax Reporting: _________ Mail ________ E-Mail Fiscal Year End __________

BancFirst® *Trust and Investment Management*

Service Agreement

INVESTMENT OBJECTIVES

Each BancFirst client is unique and we are dedicated to providing you with an investment portfolio to meet your needs. Below is a guide to various investment objectives. Your investment objective will be the building block of your portfolio and should represent your investment needs, goals, and preferences. Unless your account holds only Unique Assets, the investment objective below will be applied to the marketable securities held in the account.

_______ **All Fixed Income.** This approach seeks to provide current income with a relatively low level of principal volatility. Total return and risk will be affected by current interest rate levels. Account Target: 100% Fixed Income*.

_______ **Income.** This approach seeks to provide current income with a secondary goal of capital appreciation through the introduction of modest equity exposure. Total return and risk will be primarily affected by current interest rate levels. Allocation Range: 5-35% Equity / 65-95% Fixed Income. Account Target: ________% Equity /________% Fixed Income*.

_______ **Growth & Income.** This approach is a conservative blend of the Income and Growth approaches resulting in moderate risk. The equity component seeks to generate capital growth while the fixed income portion seeks to provide current income. Because of the balance nature of this approach, total return and risk will be affected by both current interest rates and equity market movements. Allocation Range: 40-60% Equity / 40-60% Fixed Income. Account Target: ________% Equity /________% Fixed Income*.

_______ **Growth.** This approach seeks to provide long-term capital appreciation with a secondary goal of current income. Total return and risk will be primarily affected by equity market movements. Allocation Range: 65-95% Equity / 5-35% Fixed Income. Account Target: ________% Equity /________% Fixed Income*.

_______ **All Equity.** This approach seeks to provide long term capital growth. Because of the dedication to equities, this approach has relatively high level of principal volatility. Total return and risk will be affected by equity market movements. Account Target: 100% Equity*.

___✔___ **Cash Equivalents.** This approach seeks to provide current income with no principal volatility. Total return will be affected by the level of money market interest rates. Account Target: 100% Money Market Funds.

_______ **Unique Assets.** This objective should be used if the account only holds non-marketable or illiquid assets such as mineral interests, real estate, insurance policies, or limited partnerships.

Purpose of Account/Reason for Chosen Objective MAINTAIN LIQUIDITY

Additional Instructions

Investment Restrictions ___✔___ Yes _______ No Describe Restrictions STATE STATUTE

Invest in Municipal Fixed Income _______ Yes ___✔___ No

Mutual Fund Dividend/Capital Gain Reinvestment _______ Yes ___✔___ No

*Actual allocations may fall within +/- 10% of the above listed targets.

ACCOUNT SIGNATURES

Please be sure to read all the language included on the following pages, as well as sign and date this Service Agreement

If you are a U.S. person for tax purposes:

- Certify under penalties of perjury that you are a U.S. person (including a U.S. resident alien or other U.S. person as defined in the instructions to IRS Form W-9) and the Social Security or Taxpayer Identification Number provided is correct (or that you are waiting for a number to be issued to you).

- Certify under penalties of perjury that you are not subject to backup withholding because any of the following applies:
  1. You are exempt from backup withholding.
  2. You have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends.
  3. The IRS has notified you that you are no longer subject to backup withholding.

- Certify under penalties of perjury that the FATCA code(s) entered on this form (if any) indicating that you are exempt from FATCA reporting are correct.

If the IRS has notified you that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return, CROSS OUT all text.

If you are not a U.S. person for tax purposes:

- You are submitting the applicable Form W-8 with this form to certify your foreign status and, if applicable, claim tax treaty benefits.

This Agreement shall be governed by and construed according to the internal laws of the State of Oklahoma, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. The parties agree that any lawsuit or other such proceedings arising from or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of competent jurisdiction in Oklahoma City, Oklahoma County, Oklahoma.

Headings of this Service Agreement are included for convenience only and are not to be considered in the construction of any provision of this Service Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require. As used in this agreement: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word “may” gives sole discretion without any obligation to take any action.

Account Owner represents that he has the full power and authority to enter into this Service Agreement and that, if relevant, the execution, delivery and performance hereof has been authorized by all necessary corporate action.

BancFirst Trust and Investment Management

Service Agreement

By signing below, you acknowledge that you have read, understand, and agree to be bound by the provisions of this Service Agreement, **including the Terms and Conditions and Transfer on Death Instructions for the account as set forth on the following pages.**

This Service Agreement has been executed by the parties below on the signing date.

Print Owner Name	Print Owner Name
Print Owner Title *Required (E.G., Trustee, Guardian, Conservator)*	Print Owner Title *Required (E.G., Trustee, Guardian, Conservator)*
Owner Signature	**Owner Signature**
X	**X**
Today's Date ***MM DD YYYY***	**Today's Date** ***MM DD YYYY***
X	**X**

BancFirst, an Oklahoma banking corporation	
By	Date
Title	

ACCOUNT TITLES

Individual Account

When an Account is designated on the Service Agreement as an Individual Account, Owner is the sole owner of the Account and is the only person authorized to conduct business on the Account, unless a Power of Attorney has been filed with BancFirst. Upon the Owner's death, BancFirst will pay the funds to the Owner's estate.

Individual Transfer on Death Accounts

Same as Individual Accounts Except: Upon the Owner's death, BancFirst will pay the funds to the beneficiary(ies) named in the Transfer on Death Form.

Joint Tenants with Right of Survivorship Accounts

When an Account is designated on the Service Agreement as Joint Tenants with Right of Survivorship, each Owner can make deposits, withdrawals, and conduct business with respect to the Account without the knowledge or consent of the other Owner(s). Each Owner agrees that each person named on the Account has an equal ownership in the Account, unless BancFirst was provided, at the time Account was opened, with a written agreement by the parties stating otherwise. Upon the death of any Owner, the Account belongs to the surviving Owner(s), without regard for the deceased Owner's will. BancFirst requires authorization from all Owners to add a new Owner to the Account. BancFirst will not delete any Owner from an Account without that Owner's written consent. Upon the surviving Owner's death, BancFirst will pay the funds to the surviving Owner's estate.

Joint Tenants with Right of Survivorship Transfer on Death Accounts

Same as Joint Tenants with Right of Survivorship Accounts Except: Bancfirst requires authorization from all Owners to add a new Owner to the Account and to name or change a Designated Beneficiary. BancFirst will not delete any Owner from an Account without that Owner's written consent. Upon the surviving Owner's death, BancFirst will pay the funds to the beneficiary(ies) named in the Transfer on Death Form.

Tenants in Common Accounts

When an Account is designated on the Service Agreement as Tenants in Common, each Owner can make deposits, withdrawals, and conduct business with respect to the Account without the knowledge or consent of the other Owner(s). Each Owner agrees that the Account is equally owned by each Owner, unless BancFirst was provided, at the time Account was opened, with a written agreement by the parties stating otherwise. Upon the death of any Owner, an equal share of the Account belongs to each surviving Owner and to the deceased Owner's estate. Upon learning of the death of Owner, surviving Owner agrees to notify BancFirst promptly that Owner has died. Additionally, surviving Owner agrees not to withdraw more than his/her share of the assets held in the Account. When BancFirst learns of the death of Owner, surviving Owner agrees that:

1. BancFirst can withdraw the deceased Owner's share of the Account as of the date of death and establish a new Account in the name of the deceased Owner's estate.
2. The date of death balance will be equal to the balance of the Account on BancFirst's records at the close of business on the day the Owner died, less any outstanding receivables or payables which clear the Account within ten (10) days after the date of death and which are dated prior to the date of death.
3. BancFirst can remove the deceased Owner's name from the title of the Account.
4. BancFirst will not be liable to deceased Owner's estate if surviving Owner(s) withdraws, after the death of Owner, more than his/her share of the Account. Owner will hold BancFirst harmless from any and all expenses and damages BancFirst may suffer by reason of Owner's breach of his/her obligations hereunder.

Trust Account

When an Account is designated on the Service Agreement as a Trust Account, the named Trustee(s) is the sole owner of the Account and is the only person authorized to conduct business on the Account. In the case of Co-Trustees, both signatures shall be required to transact business, unless otherwise provided in the Trust Agreement. BancFirst is not responsible for the proper application of any funds by the Trustee. The death of a Trustee shall not terminate this Agreement. The successor Trustee named in the Trust shall provide a written document accepting his position as successor Trustee.

Corporations, Partnerships, Estates, Guardianships, Limited Liability Company, Non-Profit Corporations, and Associations/Clubs

If the Owner is a corporation, trust, partnership, estate, guardianship, government, limited liability company, non-profit corporation or association/club, every person affixing his/her signature to the Service Agreement contract represents and agrees: (a) that he/she is fully authorized to execute the Service Agreement in the capacity stated on the Service Agreement; and (b) that Owner will furnish to the BancFirst such certified resolutions, partnership agreements, trust agreements, trust instruments or other documents as BancFirst may request to evidence such authority. BancFirst will not establish an account in the name of a trust unless BancFirst is provided a copy of the trust agreement or a certificate of trust prior to opening the Account.

Uniform Transfer to Minors Account

When an account is designated as a Uniform Transfer to Minors Account, the Owner acts as custodian for the minor. The custodian controls the Account, but all asset in the Account belong to the minor. There can only be one custodian and one minor named on the Account. When the minor reaches age 18, the custodian is required by law to turn the Account over to the minor, PROVIDED, HOWEVER, distribution may be delayed until a specified time after the minor attains age 18, but not later than when the minor attains age 21. The age for distribution, if other than age 18, must be specified when the transfer to the Account is made. BancFirst will not give the minor Account information or access to the Account, which is the responsibility of the custodian. If the custodian dies or resigns as custodian, a successor may be appointed in accordance with Oklahoma state law.

TERMS AND CONDITIONS FOR CUSTODIAL ACCOUNTS

The Owner has delivered to the Custodian the assets listed in Schedule A attached hereto and made a part hereof, the receipt of which is acknowledged by the Custodian, which are to be held by the Custodian together with other properties ("the Custodial Property"), upon the following terms and conditions.

- **Safekeeping:** The Custodian will provide safekeeping and accounting services for the Custodial Property. The Custodian is authorized to hold securities in the name of a nominee so that transfer may be effected by delivery.
- **Trading:** Custodian shall have no investment authority, nor any duty or obligation to supervise or advise Owner on the investments in the Account.
- **Liability/Indemnity:** The Custodian will not be liable to the Owner for any losses or unfavorable results arising from its compliance with the Account Owners direction.
- **Deposits:** (a) Until the Owner gives contrary written instructions, the income produced by the Custodial property shall be added to the custodial property. (b) The Custodian will collect the proceeds of securities, which are sold, have matured or have been called for prepayment or redemption and retain such proceeds as part of the Custodial Property. Securities or other property received through exchange, contribution, purchase or otherwise also shall be held as part of the Custodial Property. (c) The Owner may contribute or purchase additional property for the account governed by this Agreement, if such property is acceptable to the Custodian. (d) Fractional shares of stock and denominations of par bonds that cannot be issued in certificate form received as a result of stock splits, dividends, contributions, or otherwise will not be held as Custodial Property but rather will be sold.
- **Withdrawals:** The Owner reserves the right to withdraw any part of the custodial Property after giving notice to the Custodian, and the Custodian will deliver such Custodial Property in accordance with the written instructions of the Owner. For joint accounts, see Guide to Account Titles for rights of Co-Owners.
- **Investments:** The Owner will direct Investment transactions. Owner directs Custodian to invest available cash balances in such short-term money market investment vehicles commonly used by BancFirst from time to time. Owner will not direct any purchases or sales of securities, which are not marketable, nor will Owner, direct any investment changes, which would be illegal under federal, state or local laws. For joint accounts, see Guide to Account Titles for rights of Co-Owners.
- **Notices:** (a) When the Custodian learns that particular securities have been called for prepayment or redemption, the Custodian promptly will notify the Owner. However, if the notice of prepayment or redemption of any such security is not published at least ten (10) business days prior to the call date in a financial service publication to which the Custodian subscribes, the Custodian shall not be liable for any loss or damage caused by delay in actual receipt of such notice. (b) The Owner agrees to provide the Custodian with all relevant information contained in the Prospectus for any security which as an early redemption or to put/option provisions and give the Custodian specific written tender instructions at least ten (10 business days prior to the beginning date of a tender period; otherwise, the Custodian will not be responsible for making delivery of the security for redemption or be liable for any resulting loss. In addition, if the security requires a tender notice, the Owner agrees to notify the Custodian at least (15) business days prior to the deadline date for receipt by the tender agent.
- **Fees and Expenses:** Owner will pay Custodian for all fees and expenses in accordance with the Fee Schedule in effect at the time this Service Agreement is signed, which will be billed or charged monthly. If Owner fails to pay Custodian for any fees and expenses owed within 30 days after invoice, Custodian may charge such fees and expenses to any account of Owner or in the name of the Owner. Custodian may also assess late payment fees for payments past due more than 30 days after invoice. Custodian will notify Owner of any changes to the Fee Schedule or services that materially affect Owner at least thirty (30) days prior to the effective date of such changes. Changes to services (including the Fee Schedule) may be made based upon, but not limited to, technological developments; legislative, regulatory, third party depository or operational changes; or the introduction of new services by the Custodian.
- **Taxes and Withholding:** The Custodian shall not be responsible or liable for determination or payment of any taxes assessed against the custodial Property or the income thereof nor for the preparation or filing any tax returns, other than withholding required by statue or treaty.
- **Termination:** (a) The Owner reserves the right to terminate this Agreement by giving written notice to the Custodian. Within a reasonable time, following such notice the Custodial Property will be delivered as the Owner directs. (b) The Custodian may terminate this Agreement by giving the Owner written notice delivering the Custodial Property to the Owner or as directed by the Owner. (c) The Owners death shall terminate this agreement. Within a reasonable time after notification of the death of Owner, the Custodian shall deliver the Custodial Property to the Owner's duly qualified personal representative. For joint accounts, see Guide to Account Titles for rights of Co-Owners. For TOD accounts, see Transfer on Death form.

SCHEDULE A

GAP LOAN PROGRAM AWARDED TO OKLAHOMA WATER RESOURCES BOARD FOR

FOR ADMINISTRATION BY LEGISLATIVE APPROVAL IN THE APPROXIMATE AMOUNT

OF $34,000,000

BancFirst Trust and Investment Management

Custodial Agency Fee Schedule

Annual Custoday Fee

Base fee is $2,000 annually per account.

Fees will be calculated and charged monthly to the account.

Additional Service Fees

• Wire transfer fee	$25.00 per outgoing wire
• Check/ACH transfer fee	$7.00 per outgoing item
• Record balance of advanced funds by grantee	Add $15.00 to outgoing wire/check/ACH item

Charges set forth in this schedule are minimum charges for usual and customary services. If unusual or special services are required, additional charges may be made in accordance with the amount of work required and the responsibility assumed. BancFirst reserves the right to charge a fee for the partial or total revocation or termination of an account. This fee will be based on the time, cost and services rendered.

Real Estate and mineral interests are subject to separate fee schedules. If individual Co-Trustees or outside advisors are named to serve with the bank, their compensation, if any, shall be in addition to that of the bank. For any unique assets, including, but not limited to, closely-held business interests and limited partnerships, fees will be based on the amount of work required and the responsibility assumed.

BancFirst may receive shareholder servicing and other administrative fees with respect to the Customer's shares of the mutual funds from such funds, their distributors or investment advisors. These fees are set forth in the prospectuses of the mutual funds.

The above fee schedule is subject to revision.

AGENDA ITEM 3D(2)

MEMORANDUM AGREEMENT

WITH:	BancFirst
PURPOSE:	Agreement between BancFirst and OWRB for financial custody services for the funds allocated to the OWRB REAP Program.
AMOUNT:	Not to Exceed $10,000.00

BancFirst Trust and Investment Management

Service Agreement

BancFirst, an Oklahoma banking corporation, will serve as Custodian (hereinafter referred to as "BancFirst") with respect to the property transferred to it by the Owner, holding and controlling the property in the Account, and assuming full responsibility to exercise a reasonable standard of care that it exercises over its own assets.

The terms under which this Service Agreement shall operate are set forth in the sections entitled Terms and Conditions.

ACCOUNT TYPE

Please see Guide to Accounts to learn more about account types.

Please choose one of the following account types: Corporation

*If UTMA, please indicate state of residence ________________
The custodian shall transfer this property to ______________________________________ (name of minor) on _________________ or at the age of ______ (age, after eighteen (18) years and at or before twenty-one (21) years.)

For Joint Accounts, the social security number to be used for tax reporting purposes shall be (check one):

Owner One ______

Owner Two ______

Reported equally to Account Owner One and Account Owner Two ______

For account owners that are a trust or an entity, other forms may be required along with this form.

BancFirst® *Trust and Investment Management*

Service Agreement

ACCOUNT OWNER

First Name *Minor if UTMA/UGMA*	Middle Name	Last Name

Estate/Entity Name *Enter full entity name as evidenced by the relevant formation document (e.g., trust document, partnership agreement, corporate resolution).*
OKLAHOMA WATER RESOURCES BOARD

Date of Birth *MM DD YYYY*	Email Address
00/00/0000	

Social Security or Taxpayer ID Number	Daytime Phone	Extension
73-6017987		

Residential Address (where you live) *This is your legal address used for tax reporting.*

Street Address
3800 N CLASSEN BOULEVARD

City	State	ZIP Code
OKLAHOMA CITY	OK	73118

Mailing Address *This may be a P.O. box, drop box, or c/o location.*

☑ Same as residential address *Default if no other information indicated below.*

Mailing Address

City	State	ZIP Code

Income Source

☐ Employed ☐ Self-employed

Occupation	Employer *Leave blank if self-employed.*

Employer Address

City	State	ZIP Code	Country

☐ Retired ☑ Not employed

Source of Income *Pension, investments, spouse, etc.*

COMPLIANCE LETTER

I. **Trade Confirmations.** BancFirst has advised me that I have the right to receive copies of all trade tickets/confirmations of security purchases and sales within five (5) business days of the receipt of the trade confirmation by BancFirst at no extra charge. Regardless of election, BancFirst will keep the owner apprised of transactions through regular account statements.

__✔__ Do not send trade confirmations. Regular BancFirst account statements are sufficient.

_______ Send all trade confirmations received by BancFirst. Please mail any confirmations AND continue to mail our regular account statement.

II. **Proxy Voting.** BancFirst presently votes the proxies for any stocks/mutual funds in accordance with BancFirst existing Proxy Policy. I understand that it is BancFirst's policy to vote "with management" unless BancFirst deems that it would not be in the best interest of this account to do so.

_______ I do not want BancFirst to vote proxies for any stocks/mutual funds held in the account. I instruct BancFirst to mail any proxies received.

_______ I do want BancFirst to vote proxies for any stocks held in the account.

III. **Beneficial Ownership Information.** BancFirst is required by law to disclose beneficial owner information to the requesting companies whose securities are held in this account. This means that should one or more of these companies request the accounts' identity, BancFirst will have to supply your name unless you instruct us not to do so.

_______ Please do not release any beneficial ownership information on this account.

_______ BancFirst has my/our permission to release beneficial ownership information to the issuing companies of securities whose stock(s) I hold in this account should the issuing company of the securities make such a request.

REPORTING

BancFirst will furnish the Owner(s) with a statement, at least annually, of all transactions in this account and a list of all property. If you wish to have a statement for a different period, please indicate one below. The method of delivery for all statements will be via Online access. For paper statements, please indicate here _____.

Account Owner One: __✔__ Monthly __✔__ Quarterly __✔__ Annually
Account Owner Two: _______ Monthly _______ Quarterly _______ Annually
Other (CPA, Attorney): __✔__ Monthly __✔__ Quarterly __✔__ Annually _______ Tax Reports

Name __Crawford & Assc__ Address __10308 Greenbriar Pl, OKC__ Phone _______________ Email _________________
Name _______________ Address ____________________ Phone _______________ Email _________________

Tax Reporting: _________ Mail ________ E-Mail Fiscal Year End __________

INVESTMENT OBJECTIVES

Each BancFirst client is unique and we are dedicated to providing you with an investment portfolio to meet your needs. Below is a guide to various investment objectives. Your investment objective will be the building block of your portfolio and should represent your investment needs, goals, and preferences. Unless your account holds only Unique Assets, the investment objective below will be applied to the marketable securities held in the account.

______ **All Fixed Income.** This approach seeks to provide current income with a relatively low level of principal volatility. Total return and risk will be affected by current interest rate levels. Account Target: 100% Fixed Income*.

______ **Income.** This approach seeks to provide current income with a secondary goal of capital appreciation through the introduction of modest equity exposure. Total return and risk will be primarily affected by current interest rate levels. Allocation Range: 5-35% Equity / 65-95% Fixed Income. Account Target: ________% Equity /________% Fixed Income*.

______ **Growth & Income.** This approach is a conservative blend of the Income and Growth approaches resulting in moderate risk. The equity component seeks to generate capital growth while the fixed income portion seeks to provide current income. Because of the balance nature of this approach, total return and risk will be affected by both current interest rates and equity market movements. Allocation Range: 40-60% Equity / 40-60% Fixed Income. Account Target: ________% Equity /________% Fixed Income*.

______ **Growth.** This approach seeks to provide long-term capital appreciation with a secondary goal of current income. Total return and risk will be primarily affected by equity market movements. Allocation Range: 65-95% Equity / 5-35% Fixed Income. Account Target: ________% Equity /________% Fixed Income*.

______ **All Equity.** This approach seeks to provide long term capital growth. Because of the dedication to equities, this approach has relatively high level of principal volatility. Total return and risk will be affected by equity market movements. Account Target: 100% Equity*.

__✔__ **Cash Equivalents.** This approach seeks to provide current income with no principal volatility. Total return will be affected by the level of money market interest rates. Account Target: 100% Money Market Funds.

______ **Unique Assets.** This objective should be used if the account only holds non-marketable or illiquid assets such as mineral interests, real estate, insurance policies, or limited partnerships.

Purpose of Account/Reason for Chosen Objective MAINTAIN LIQUIDITY

Additional Instructions

Investment Restrictions __✔__ Yes ______ No Describe Restrictions STATE STATUTE

Invest in Municipal Fixed Income ______ Yes __✔__ No

Mutual Fund Dividend/Capital Gain Reinvestment ______ Yes __✔__ No

*Actual allocations may fall within +/- 10% of the above listed targets.

ACCOUNT SIGNATURES

Please be sure to read all the language included on the following pages, as well as sign and date this Service Agreement

If you are a U.S. person for tax purposes:

- Certify under penalties of perjury that you are a U.S. person (including a U.S. resident alien or other U.S. person as defined in the instructions to IRS Form W-9) and the Social Security or Taxpayer Identification Number provided is correct (or that you are waiting for a number to be issued to you).

- Certify under penalties of perjury that you are not subject to backup withholding because any of the following applies:
  1. You are exempt from backup withholding.
  2. You have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends.
  3. The IRS has notified you that you are no longer subject to backup withholding.

- Certify under penalties of perjury that the FATCA code(s) entered on this form (if any) indicating that you are exempt from FATCA reporting are correct.

If the IRS has notified you that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return, CROSS OUT all text.

If you are not a U.S. person for tax purposes:
- You are submitting the applicable Form W-8 with this form to certify your foreign status and, if applicable, claim tax treaty benefits.

This Agreement shall be governed by and construed according to the internal laws of the State of Oklahoma, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. The parties agree that any lawsuit or other such proceedings arising from or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of competent jurisdiction in Oklahoma City, Oklahoma County, Oklahoma.

Headings of this Service Agreement are included for convenience only and are not to be considered in the construction of any provision of this Service Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require. As used in this agreement: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word “may” gives sole discretion without any obligation to take any action.

Account Owner represents that he has the full power and authority to enter into this Service Agreement and that, if relevant, the execution, delivery and performance hereof has been authorized by all necessary corporate action.

BancFirst® *Trust and Investment Management*

Service Agreement

By signing below, you acknowledge that you have read, understand, and agree to be bound by the provisions of this Service Agreement, **including the Terms and Conditions and Transfer on Death Instructions for the account as set forth on the following pages.**

This Service Agreement has been executed by the parties below on the signing date.

Print Owner Name	Print Owner Name
Print Owner Title *Required (E.G., Trustee, Guardian, Conservator)*	Print Owner Title *Required (E.G., Trustee, Guardian, Conservator)*
Owner Signature	**Owner Signature**
X	**X**
Today's Date ***MM DD YYYY***	**Today's Date** ***MM DD YYYY***
X	**X**

BancFirst, an Oklahoma banking corporation	
By	Date
Title	

ACCOUNT TITLES

Individual Account

When an Account is designated on the Service Agreement as an Individual Account, Owner is the sole owner of the Account and is the only person authorized to conduct business on the Account, unless a Power of Attorney has been filed with BancFirst. Upon the Owner's death, BancFirst will pay the funds to the Owner's estate.

Individual Transfer on Death Accounts

Same as Individual Accounts Except: Upon the Owner's death, BancFirst will pay the funds to the beneficiary(ies) named in the Transfer on Death Form.

Joint Tenants with Right of Survivorship Accounts

When an Account is designated on the Service Agreement as Joint Tenants with Right of Survivorship, each Owner can make deposits, withdrawals, and conduct business with respect to the Account without the knowledge or consent of the other Owner(s). Each Owner agrees that each person named on the Account has an equal ownership in the Account, unless BancFirst was provided, at the time Account was opened, with a written agreement by the parties stating otherwise. Upon the death of any Owner, the Account belongs to the surviving Owner(s), without regard for the deceased Owner's will. BancFirst requires authorization from all Owners to add a new Owner to the Account. BancFirst will not delete any Owner from an Account without that Owner's written consent. Upon the surviving Owner's death, BancFirst will pay the funds to the surviving Owner's estate.

Joint Tenants with Right of Survivorship Transfer on Death Accounts

Same as Joint Tenants with Right of Survivorship Accounts Except: Bancfirst requires authorization from all Owners to add a new Owner to the Account and to name or change a Designated Beneficiary. BancFirst will not delete any Owner from an Account without that Owner's written consent. Upon the surviving Owner's death, BancFirst will pay the funds to the beneficiary(ies) named in the Transfer on Death Form.

Tenants in Common Accounts

When an Account is designated on the Service Agreement as Tenants in Common, each Owner can make deposits, withdrawals, and conduct business with respect to the Account without the knowledge or consent of the other Owner(s). Each Owner agrees that the Account is equally owned by each Owner, unless BancFirst was provided, at the time Account was opened, with a written agreement by the parties stating otherwise. Upon the death of any Owner, an equal share of the Account belongs to each surviving Owner and to the deceased Owner's estate. Upon learning of the death of Owner, surviving Owner agrees to notify BancFirst promptly that Owner has died. Additionally, surviving Owner agrees not to withdraw more than his/her share of the assets held in the Account. When BancFirst learns of the death of Owner, surviving Owner agrees that:

1. BancFirst can withdraw the deceased Owner's share of the Account as of the date of death and establish a new Account in the name of the deceased Owner's estate.
2. The date of death balance will be equal to the balance of the Account on BancFirst's records at the close of business on the day the Owner died, less any outstanding receivables or payables which clear the Account within ten (10) days after the date of death and which are dated prior to the date of death.
3. BancFirst can remove the deceased Owner's name from the title of the Account.
4. BancFirst will not be liable to deceased Owner's estate if surviving Owner(s) withdraws, after the death of Owner, more than his/her share of the Account. Owner will hold BancFirst harmless from any and all expenses and damages BancFirst may suffer by reason of Owner's breach of his/her obligations hereunder.

Trust Account

When an Account is designated on the Service Agreement as a Trust Account, the named Trustee(s) is the sole owner of the Account and is the only person authorized to conduct business on the Account. In the case of Co-Trustees, both signatures shall be required to transact business, unless otherwise provided in the Trust Agreement. BancFirst is not responsible for the proper application of any funds by the Trustee. The death of a Trustee shall not terminate this Agreement. The successor Trustee named in the Trust shall provide a written document accepting his position as successor Trustee.

Corporations, Partnerships, Estates, Guardianships, Limited Liability Company, Non-Profit Corporations, and Associations/Clubs

If the Owner is a corporation, trust, partnership, estate, guardianship, government, limited liability company, non-profit corporation or association/club, every person affixing his/her signature to the Service Agreement contract represents and agrees: (a) that he/she is fully authorized to execute the Service Agreement in the capacity stated on the Service Agreement; and (b) that Owner will furnish to the BancFirst such certified resolutions, partnership agreements, trust agreements, trust instruments or other documents as BancFirst may request to evidence such authority. BancFirst will not establish an account in the name of a trust unless BancFirst is provided a copy of the trust agreement or a certificate of trust prior to opening the Account.

Uniform Transfer to Minors Account

When an account is designated as a Uniform Transfer to Minors Account, the Owner acts as custodian for the minor. The custodian controls the Account, but all asset in the Account belong to the minor. There can only be one custodian and one minor named on the Account. When the minor reaches age 18, the custodian is required by law to turn the Account over to the minor, PROVIDED, HOWEVER, distribution may be delayed until a specified time after the minor attains age 18, but not later than when the minor attains age 21. The age for distribution, if other than age 18, must be specified when the transfer to the Account is made. BancFirst will not give the minor Account information or access to the Account, which is the responsibility of the custodian. If the custodian dies or resigns as custodian, a successor may be appointed in accordance with Oklahoma state law.

BancFirst Trust and Investment Management

Service Agreement

TERMS AND CONDITIONS FOR CUSTODIAL ACCOUNTS

The Owner has delivered to the Custodian the assets listed in Schedule A attached hereto and made a part hereof, the receipt of which is acknowledged by the Custodian, which are to be held by the Custodian together with other properties ("the Custodial Property"), upon the following terms and conditions.

- **Safekeeping:** The Custodian will provide safekeeping and accounting services for the Custodial Property. The Custodian is authorized to hold securities in the name of a nominee so that transfer may be effected by delivery.
- **Trading:** Custodian shall have no investment authority, nor any duty or obligation to supervise or advise Owner on the investments in the Account.
- **Liability/Indemnity:** The Custodian will not be liable to the Owner for any losses or unfavorable results arising from its compliance with the Account Owners direction.
- **Deposits:** (a) Until the Owner gives contrary written instructions, the income produced by the Custodial property shall be added to the custodial property. (b) The Custodian will collect the proceeds of securities, which are sold, have matured or have been called for prepayment or redemption and retain such proceeds as part of the Custodial Property. Securities or other property received through exchange, contribution, purchase or otherwise also shall be held as part of the Custodial Property. (c) The Owner may contribute or purchase additional property for the account governed by this Agreement, if such property is acceptable to the Custodian. (d) Fractional shares of stock and denominations of par bonds that cannot be issued in certificate form received as a result of stock splits, dividends, contributions, or otherwise will not be held as Custodial Property but rather will be sold.
- **Withdrawals:** The Owner reserves the right to withdraw any part of the custodial Property after giving notice to the Custodian, and the Custodian will deliver such Custodial Property in accordance with the written instructions of the Owner. For joint accounts, see Guide to Account Titles for rights of Co-Owners.
- **Investments:** The Owner will direct Investment transactions. Owner directs Custodian to invest available cash balances in such short-term money market investment vehicles commonly used by BancFirst from time to time. Owner will not direct any purchases or sales of securities, which are not marketable, nor will Owner, direct any investment changes, which would be illegal under federal, state or local laws. For joint accounts, see Guide to Account Titles for rights of Co-Owners.
- **Notices:** (a) When the Custodian learns that particular securities have been called for prepayment or redemption, the Custodian promptly will notify the Owner. However, if the notice of prepayment or redemption of any such security is not published at least ten (10) business days prior to the call date in a financial service publication to which the Custodian subscribes, the Custodian shall not be liable for any loss or damage caused by delay in actual receipt of such notice. (b) The Owner agrees to provide the Custodian with all relevant information contained in the Prospectus for any security which as an early redemption or to put/option provisions and give the Custodian specific written tender instructions at least ten (10 business days prior to the beginning date of a tender period; otherwise, the Custodian will not be responsible for making delivery of the security for redemption or be liable for any resulting loss. In addition, if the security requires a tender notice, the Owner agrees to notify the Custodian at least (15) business days prior to the deadline date for receipt by the tender agent.
- **Fees and Expenses:** Owner will pay Custodian for all fees and expenses in accordance with the Fee Schedule in effect at the time this Service Agreement is signed, which will be billed or charged monthly. If Owner fails to pay Custodian for any fees and expenses owed within 30 days after invoice, Custodian may charge such fees and expenses to any account of Owner or in the name of the Owner. Custodian may also assess late payment fees for payments past due more than 30 days after invoice. Custodian will notify Owner of any changes to the Fee Schedule or services that materially affect Owner at least thirty (30) days prior to the effective date of such changes. Changes to services (including the Fee Schedule) may be made based upon, but not limited to, technological developments; legislative, regulatory, third party depository or operational changes; or the introduction of new services by the Custodian.
- **Taxes and Withholding:** The Custodian shall not be responsible or liable for determination or payment of any taxes assessed against the custodial Property or the income thereof nor for the preparation or filing any tax returns, other than withholding required by statue or treaty.
- **Termination:** (a) The Owner reserves the right to terminate this Agreement by giving written notice to the Custodian. Within a reasonable time, following such notice the Custodial Property will be delivered as the Owner directs. (b) The Custodian may terminate this Agreement by giving the Owner written notice delivering the Custodial Property to the Owner or as directed by the Owner. (c) The Owners death shall terminate this agreement. Within a reasonable time after notification of the death of Owner, the Custodian shall deliver the Custodial Property to the Owner's duly qualified personal representative. For joint accounts, see Guide to Account Titles for rights of Co-Owners. For TOD accounts, see Transfer on Death form.

SCHEDULE A

GAP LOAN PROGRAM AWARDED TO OKLAHOMA WATER RESOURCES BOARD FOR

FOR ADMINISTRATION BY LEGISLATIVE APPROVAL IN THE APPROXIMATE AMOUNT

OF $34,000,000

BancFirst Trust and Investment Management

Custodial Agency Fee Schedule

Annual Custoday Fee

Base fee is $2,000 annually per account.

Fees will be calculated and charged monthly to the account.

Additional Service Fees

• Wire transfer fee	$25.00 per outgoing wire
• Check/ACH transfer fee	$7.00 per outgoing item
• Record balance of advanced funds by grantee	Add $15.00 to outgoing wire/check/ACH item

Charges set forth in this schedule are minimum charges for usual and customary services. If unusual or special services are required, additional charges may be made in accordance with the amount of work required and the responsibility assumed. BancFirst reserves the right to charge a fee for the partial or total revocation or termination of an account. This fee will be based on the time, cost and services rendered.

Real Estate and mineral interests are subject to separate fee schedules. If individual Co-Trustees or outside advisors are named to serve with the bank, their compensation, if any, shall be in addition to that of the bank. For any unique assets, including, but not limited to, closely-held business interests and limited partnerships, fees will be based on the amount of work required and the responsibility assumed.

BancFirst may receive shareholder servicing and other administrative fees with respect to the Customer's shares of the mutual funds from such funds, their distributors or investment advisors. These fees are set forth in the prospectuses of the mutual funds.

The above fee schedule is subject to revision.

AGENDA ITEM 3D(3)

MEMORANDUM AGREEMENT

WITH:	BancFirst
PURPOSE:	Agreement between BancFirst and OWRB for financial custody for the funds allowed to the State ARPA Interest Program.
AMOUNT:	not to exceed $27,000,0000.00

BancFirst Trust and Investment Management

Service Agreement

BancFirst, an Oklahoma banking corporation, will serve as Custodian (hereinafter referred to as "BancFirst") with respect to the property transferred to it by the Owner, holding and controlling the property in the Account, and assuming full responsibility to exercise a reasonable standard of care that it exercises over its own assets.

The terms under which this Service Agreement shall operate are set forth in the sections entitled Terms and Conditions.

ACCOUNT TYPE

Please see Guide to Accounts to learn more about account types.

Please choose one of the following account types: Corporation

*If UTMA, please indicate state of residence ________________
The custodian shall transfer this property to ______________________________________ (name of minor) on ________________ or at the age of ______ (age, after eighteen (18) years and at or before twenty-one (21) years.)

For Joint Accounts, the social security number to be used for tax reporting purposes shall be (check one):

Owner One ______
Owner Two ______
Reported equally to Account Owner One and Account Owner Two ______

For account owners that are a trust or an entity, other forms may be required along with this form.

BancFirst® Trust and Investment Management

Service Agreement

ACCOUNT OWNER

First Name *Minor if UTMA/UGMA*	Middle Name	Last Name

Estate/Entity Name *Enter full entity name as evidenced by the relevant formation document (e.g., trust document, partnership agreement, corporate resolution).*
OKLAHOMA WATER RESOURCES BOARD

Date of Birth *MM DD YYYY*	Email Address
00/00/0000	

Social Security or Taxpayer ID Number	Daytime Phone	Extension
73-6017987		

Residential Address (where you live) *This is your legal address used for tax reporting.*

Street Address
3800 N CLASSEN BOULEVARD

City	State	ZIP Code
OKLAHOMA CITY	OK	73118

Mailing Address *This may be a P.O. box, drop box, or c/o location.*

☑ Same as residential address *Default if no other information indicated below.*

Mailing Address

City	State	ZIP Code

Income Source

☐ Employed ☐ Self-employed

Occupation	Employer *Leave blank if self-employed.*

Employer Address

City	State	ZIP Code	Country

☐ Retired ☑ Not employed

Source of Income *Pension, investments, spouse, etc.*

BancFirst Trust and Investment Management

Service Agreement

COMPLIANCE LETTER

I. **Trade Confirmations.** BancFirst has advised me that I have the right to receive copies of all trade tickets/confirmations of security purchases and sales within five (5) business days of the receipt of the trade confirmation by BancFirst at no extra charge. Regardless of election, BancFirst will keep the owner apprised of transactions through regular account statements.

___✔___ Do not send trade confirmations. Regular BancFirst account statements are sufficient.

_______ Send all trade confirmations received by BancFirst. Please mail any confirmations AND continue to mail our regular account statement.

II. **Proxy Voting.** BancFirst presently votes the proxies for any stocks/mutual funds in accordance with BancFirst existing Proxy Policy. I understand that it is BancFirst's policy to vote "with management" unless BancFirst deems that it would not be in the best interest of this account to do so.

_______ I do not want BancFirst to vote proxies for any stocks/mutual funds held in the account. I instruct BancFirst to mail any proxies received.

_______ I do want BancFirst to vote proxies for any stocks held in the account.

III. **Beneficial Ownership Information.** BancFirst is required by law to disclose beneficial owner information to the requesting companies whose securities are held in this account. This means that should one or more of these companies request the accounts' identity, BancFirst will have to supply your name unless you instruct us not to do so.

_______ Please do not release any beneficial ownership information on this account.

_______ BancFirst has my/our permission to release beneficial ownership information to the issuing companies of securities whose stock(s) I hold in this account should the issuing company of the securities make such a request.

REPORTING

BancFirst will furnish the Owner(s) with a statement, at least annually, of all transactions in this account and a list of all property. If you wish to have a statement for a different period, please indicate one below. The method of delivery for all statements will be via Online access. For paper statements, please indicate here _____.

Account Owner One: ___✔___ Monthly ___✔___ Quarterly ___✔___ Annually
Account Owner Two: _______ Monthly _______ Quarterly _______ Annually
Other (CPA, Attorney): ___✔___ Monthly ___✔___ Quarterly ___✔___ Annually _______ Tax Reports

Name Crawford & Assc Address 10308 Greenbriar Pl, OKC Phone _______________ Email _________________
Name _______________ Address ____________________ Phone _______________ Email _________________

Tax Reporting: _________ Mail ________ E-Mail Fiscal Year End __________

INVESTMENT OBJECTIVES

Each BancFirst client is unique and we are dedicated to providing you with an investment portfolio to meet your needs. Below is a guide to various investment objectives. Your investment objective will be the building block of your portfolio and should represent your investment needs, goals, and preferences. Unless your account holds only Unique Assets, the investment objective below will be applied to the marketable securities held in the account.

_______ **All Fixed Income.** This approach seeks to provide current income with a relatively low level of principal volatility. Total return and risk will be affected by current interest rate levels. Account Target: 100% Fixed Income*.

_______ **Income.** This approach seeks to provide current income with a secondary goal of capital appreciation through the introduction of modest equity exposure. Total return and risk will be primarily affected by current interest rate levels. Allocation Range: 5-35% Equity / 65-95% Fixed Income. Account Target: ________% Equity /________% Fixed Income*.

_______ **Growth & Income.** This approach is a conservative blend of the Income and Growth approaches resulting in moderate risk. The equity component seeks to generate capital growth while the fixed income portion seeks to provide current income. Because of the balance nature of this approach, total return and risk will be affected by both current interest rates and equity market movements. Allocation Range: 40-60% Equity / 40-60% Fixed Income. Account Target: ________% Equity /________% Fixed Income*.

_______ **Growth.** This approach seeks to provide long-term capital appreciation with a secondary goal of current income. Total return and risk will be primarily affected by equity market movements. Allocation Range: 65-95% Equity / 5-35% Fixed Income. Account Target: ________% Equity /________% Fixed Income*.

_______ **All Equity.** This approach seeks to provide long term capital growth. Because of the dedication to equities, this approach has relatively high level of principal volatility. Total return and risk will be affected by equity market movements. Account Target: 100% Equity*.

✔ **Cash Equivalents.** This approach seeks to provide current income with no principal volatility. Total return will be affected by the level of money market interest rates. Account Target: 100% Money Market Funds.

_______ **Unique Assets.** This objective should be used if the account only holds non-marketable or illiquid assets such as mineral interests, real estate, insurance policies, or limited partnerships.

Purpose of Account/Reason for Chosen Objective MAINTAIN LIQUIDITY

Additional Instructions

Investment Restrictions ✔ Yes _______ No Describe Restrictions STATE STATUTE

Invest in Municipal Fixed Income _______ Yes ✔ No

Mutual Fund Dividend/Capital Gain Reinvestment _______ Yes ✔ No

*Actual allocations may fall within +/- 10% of the above listed targets.

ACCOUNT SIGNATURES

Please be sure to read all the language included on the following pages, as well as sign and date this Service Agreement

If you are a U.S. person for tax purposes:

- Certify under penalties of perjury that you are a U.S. person (including a U.S. resident alien or other U.S. person as defined in the instructions to IRS Form W-9) and the Social Security or Taxpayer Identification Number provided is correct (or that you are waiting for a number to be issued to you).

- Certify under penalties of perjury that you are not subject to backup withholding because any of the following applies:
  1. You are exempt from backup withholding.
  2. You have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends.
  3. The IRS has notified you that you are no longer subject to backup withholding.

- Certify under penalties of perjury that the FATCA code(s) entered on this form (if any) indicating that you are exempt from FATCA reporting are correct.

If the IRS has notified you that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return, CROSS OUT all text.

If you are not a U.S. person for tax purposes:

- You are submitting the applicable Form W-8 with this form to certify your foreign status and, if applicable, claim tax treaty benefits.

This Agreement shall be governed by and construed according to the internal laws of the State of Oklahoma, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. The parties agree that any lawsuit or other such proceedings arising from or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of competent jurisdiction in Oklahoma City, Oklahoma County, Oklahoma.

Headings of this Service Agreement are included for convenience only and are not to be considered in the construction of any provision of this Service Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require. As used in this agreement: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word "may" gives sole discretion without any obligation to take any action.

Account Owner represents that he has the full power and authority to enter into this Service Agreement and that, if relevant, the execution, delivery and performance hereof has been authorized by all necessary corporate action.

BancFirst Trust and Investment Management

Service Agreement

By signing below, you acknowledge that you have read, understand, and agree to be bound by the provisions of this Service Agreement, **including the Terms and Conditions and Transfer on Death Instructions for the account as set forth on the following pages.**

This Service Agreement has been executed by the parties below on the signing date.

Print Owner Name	Print Owner Name
Print Owner Title *Required (E.G., Trustee, Guardian, Conservator)*	Print Owner Title *Required (E.G., Trustee, Guardian, Conservator)*
Owner Signature	**Owner Signature**
X	**X**
Today's Date ***MM DD YYYY***	**Today's Date** ***MM DD YYYY***
X	**X**

BancFirst, an Oklahoma banking corporation	
By	Date
Title	

ACCOUNT TITLES

Individual Account

When an Account is designated on the Service Agreement as an Individual Account, Owner is the sole owner of the Account and is the only person authorized to conduct business on the Account, unless a Power of Attorney has been filed with BancFirst. Upon the Owner's death, BancFirst will pay the funds to the Owner's estate.

Individual Transfer on Death Accounts

Same as Individual Accounts Except: Upon the Owner's death, BancFirst will pay the funds to the beneficiary(ies) named in the Transfer on Death Form.

Joint Tenants with Right of Survivorship Accounts

When an Account is designated on the Service Agreement as Joint Tenants with Right of Survivorship, each Owner can make deposits, withdrawals, and conduct business with respect to the Account without the knowledge or consent of the other Owner(s). Each Owner agrees that each person named on the Account has an equal ownership in the Account, unless BancFirst was provided, at the time Account was opened, with a written agreement by the parties stating otherwise. Upon the death of any Owner, the Account belongs to the surviving Owner(s), without regard for the deceased Owner's will. BancFirst requires authorization from all Owners to add a new Owner to the Account. BancFirst will not delete any Owner from an Account without that Owner's written consent. Upon the surviving Owner's death, BancFirst will pay the funds to the surviving Owner's estate.

Joint Tenants with Right of Survivorship Transfer on Death Accounts

Same as Joint Tenants with Right of Survivorship Accounts Except: Bancfirst requires authorization from all Owners to add a new Owner to the Account and to name or change a Designated Beneficiary. BancFirst will not delete any Owner from an Account without that Owner's written consent. Upon the surviving Owner's death, BancFirst will pay the funds to the beneficiary(ies) named in the Transfer on Death Form.

Tenants in Common Accounts

When an Account is designated on the Service Agreement as Tenants in Common, each Owner can make deposits, withdrawals, and conduct business with respect to the Account without the knowledge or consent of the other Owner(s). Each Owner agrees that the Account is equally owned by each Owner, unless BancFirst was provided, at the time Account was opened, with a written agreement by the parties stating otherwise. Upon the death of any Owner, an equal share of the Account belongs to each surviving Owner and to the deceased Owner's estate. Upon learning of the death of Owner, surviving Owner agrees to notify BancFirst promptly that Owner has died. Additionally, surviving Owner agrees not to withdraw more than his/her share of the assets held in the Account. When BancFirst learns of the death of Owner, surviving Owner agrees that:

1. BancFirst can withdraw the deceased Owner's share of the Account as of the date of death and establish a new Account in the name of the deceased Owner's estate.
2. The date of death balance will be equal to the balance of the Account on BancFirst's records at the close of business on the day the Owner died, less any outstanding receivables or payables which clear the Account within ten (10) days after the date of death and which are dated prior to the date of death.
3. BancFirst can remove the deceased Owner's name from the title of the Account.
4. BancFirst will not be liable to deceased Owner's estate if surviving Owner(s) withdraws, after the death of Owner, more than his/her share of the Account. Owner will hold BancFirst harmless from any and all expenses and damages BancFirst may suffer by reason of Owner's breach of his/her obligations hereunder.

Trust Account

When an Account is designated on the Service Agreement as a Trust Account, the named Trustee(s) is the sole owner of the Account and is the only person authorized to conduct business on the Account. In the case of Co-Trustees, both signatures shall be required to transact business, unless otherwise provided in the Trust Agreement. BancFirst is not responsible for the proper application of any funds by the Trustee. The death of a Trustee shall not terminate this Agreement. The successor Trustee named in the Trust shall provide a written document accepting his position as successor Trustee.

Corporations, Partnerships, Estates, Guardianships, Limited Liability Company, Non-Profit Corporations, and Associations/Clubs

If the Owner is a corporation, trust, partnership, estate, guardianship, government, limited liability company, non-profit corporation or association/club, every person affixing his/her signature to the Service Agreement contract represents and agrees: (a) that he/she is fully authorized to execute the Service Agreement in the capacity stated on the Service Agreement; and (b) that Owner will furnish to the BancFirst such certified resolutions, partnership agreements, trust agreements, trust instruments or other documents as BancFirst may request to evidence such authority. BancFirst will not establish an account in the name of a trust unless BancFirst is provided a copy of the trust agreement or a certificate of trust prior to opening the Account.

Uniform Transfer to Minors Account

When an account is designated as a Uniform Transfer to Minors Account, the Owner acts as custodian for the minor. The custodian controls the Account, but all asset in the Account belong to the minor. There can only be one custodian and one minor named on the Account. When the minor reaches age 18, the custodian is required by law to turn the Account over to the minor, PROVIDED, HOWEVER, distribution may be delayed until a specified time after the minor attains age 18, but not later than when the minor attains age 21. The age for distribution, if other than age 18, must be specified when the transfer to the Account is made. BancFirst will not give the minor Account information or access to the Account, which is the responsibility of the custodian. If the custodian dies or resigns as custodian, a successor may be appointed in accordance with Oklahoma state law.

BancFirst® Trust and Investment Management

Service Agreement

TERMS AND CONDITIONS FOR CUSTODIAL ACCOUNTS

The Owner has delivered to the Custodian the assets listed in Schedule A attached hereto and made a part hereof, the receipt of which is acknowledged by the Custodian, which are to be held by the Custodian together with other properties ("the Custodial Property"), upon the following terms and conditions.

- **Safekeeping:** The Custodian will provide safekeeping and accounting services for the Custodial Property. The Custodian is authorized to hold securities in the name of a nominee so that transfer may be effected by delivery.
- **Trading:** Custodian shall have no investment authority, nor any duty or obligation to supervise or advise Owner on the investments in the Account.
- **Liability/Indemnity:** The Custodian will not be liable to the Owner for any losses or unfavorable results arising from its compliance with the Account Owners direction.
- **Deposits:** (a) Until the Owner gives contrary written instructions, the income produced by the Custodial property shall be added to the custodial property. (b) The Custodian will collect the proceeds of securities, which are sold, have matured or have been called for prepayment or redemption and retain such proceeds as part of the Custodial Property. Securities or other property received through exchange, contribution, purchase or otherwise also shall be held as part of the Custodial Property. (c) The Owner may contribute or purchase additional property for the account governed by this Agreement, if such property is acceptable to the Custodian. (d) Fractional shares of stock and denominations of par bonds that cannot be issued in certificate form received as a result of stock splits, dividends, contributions, or otherwise will not be held as Custodial Property but rather will be sold.
- **Withdrawals:** The Owner reserves the right to withdraw any part of the custodial Property after giving notice to the Custodian, and the Custodian will deliver such Custodial Property in accordance with the written instructions of the Owner. For joint accounts, see Guide to Account Titles for rights of Co-Owners.
- **Investments:** The Owner will direct Investment transactions. Owner directs Custodian to invest available cash balances in such short-term money market investment vehicles commonly used by BancFirst from time to time. Owner will not direct any purchases or sales of securities, which are not marketable, nor will Owner, direct any investment changes, which would be illegal under federal, state or local laws. For joint accounts, see Guide to Account Titles for rights of Co-Owners.
- **Notices:** (a) When the Custodian learns that particular securities have been called for prepayment or redemption, the Custodian promptly will notify the Owner. However, if the notice of prepayment or redemption of any such security is not published at least ten (10) business days prior to the call date in a financial service publication to which the Custodian subscribes, the Custodian shall not be liable for any loss or damage caused by delay in actual receipt of such notice. (b) The Owner agrees to provide the Custodian with all relevant information contained in the Prospectus for any security which as an early redemption or to put/option provisions and give the Custodian specific written tender instructions at least ten (10 business days prior to the beginning date of a tender period; otherwise, the Custodian will not be responsible for making delivery of the security for redemption or be liable for any resulting loss. In addition, if the security requires a tender notice, the Owner agrees to notify the Custodian at least (15) business days prior to the deadline date for receipt by the tender agent.
- **Fees and Expenses:** Owner will pay Custodian for all fees and expenses in accordance with the Fee Schedule in effect at the time this Service Agreement is signed, which will be billed or charged monthly. If Owner fails to pay Custodian for any fees and expenses owed within 30 days after invoice, Custodian may charge such fees and expenses to any account of Owner or in the name of the Owner. Custodian may also assess late payment fees for payments past due more than 30 days after invoice. Custodian will notify Owner of any changes to the Fee Schedule or services that materially affect Owner at least thirty (30) days prior to the effective date of such changes. Changes to services (including the Fee Schedule) may be made based upon, but not limited to, technological developments; legislative, regulatory, third party depository or operational changes; or the introduction of new services by the Custodian.
- **Taxes and Withholding:** The Custodian shall not be responsible or liable for determination or payment of any taxes assessed against the custodial Property or the income thereof nor for the preparation or filing any tax returns, other than withholding required by statue or treaty.
- **Termination:** (a) The Owner reserves the right to terminate this Agreement by giving written notice to the Custodian. Within a reasonable time, following such notice the Custodial Property will be delivered as the Owner directs. (b) The Custodian may terminate this Agreement by giving the Owner written notice delivering the Custodial Property to the Owner or as directed by the Owner. (c) The Owners death shall terminate this agreement. Within a reasonable time after notification of the death of Owner, the Custodian shall deliver the Custodial Property to the Owner's duly qualified personal representative. For joint accounts, see Guide to Account Titles for rights of Co-Owners. For TOD accounts, see Transfer on Death form.

SCHEDULE A

GAP LOAN PROGRAM AWARDED TO OKLAHOMA WATER RESOURCES BOARD FOR

FOR ADMINISTRATION BY LEGISLATIVE APPROVAL IN THE APPROXIMATE AMOUNT

OF $34,000,000

BancFirst Trust and Investment Management

Custodial Agency Fee Schedule

Annual Custoday Fee

Base fee is $1,200 annually per account.

Fees will be calculated and charged monthly to the account.

Additional Service Fees

• Wire transfer fee	$25.00 per outgoing wire
• Check/ACH transfer fee	$7.00 per outgoing item
• Record balance of advanced funds by grantee	Add $15.00 to outgoing wire/check/ACH item

Charges set forth in this schedule are minimum charges for usual and customary services. If unusual or special services are required, additional charges may be made in accordance with the amount of work required and the responsibility assumed. BancFirst reserves the right to charge a fee for the partial or total revocation or termination of an account. This fee will be based on the time, cost and services rendered.

Real Estate and mineral interests are subject to separate fee schedules. If individual Co-Trustees or outside advisors are named to serve with the bank, their compensation, if any, shall be in addition to that of the bank. For any unique assets, including, but not limited to, closely-held business interests and limited partnerships, fees will be based on the amount of work required and the responsibility assumed.

BancFirst may receive shareholder servicing and other administrative fees with respect to the Customer's shares of the mutual funds from such funds, their distributors or investment advisors. These fees are set forth in the prospectuses of the mutual funds.

The above fee schedule is subject to revision.

AGENDA ITEM 3D(4)

MEMORANDUM AGREEMENT

WITH: Oklahoma Office of Management & Enterprise Services

PURPOSE: Renewal of OMES of Fleet Management Tracking System

TERM: FY2027

Appendix E: Detail of Services Provided

I. FLEET MANAGEMENT

A. Contact Information

Agency Number	Agency Name	
835	Oklahoma Water Resources Board	
Agency contact to receive Fleet Management invoice for services provided under this agreement		
Phone	Email	Address
Agency contact for procurement-related issues and questions		
Phone	Email	Address
Agency contact for fleet operations		
Phone	Email	Address
Fleet Management contact for billing and fleet system technical issues and questions		
fleet.system@omes.ok.gov		OMES Fleet Management 1915 N Stiles Ave, Suite 304 Oklahoma City, OK 73105

B. Shared Services – Charges

One-time charges	Price	
AVL new device installation	$ 65.00	*Price is per device installed*
AVL old device removal and disposal	$ 20.00	*Price is per device removed*

Monthly charges	Price	
Fleetio System Access	$ 6.00	*Price is per vehicle, per month*
AVL subscription service	$ 20.00	*Price is per vehicle, per month*

II. FLEET MANAGEMENT

Intentionally left blank.

Billing for shared services set forth in Appendix E of this Agreement shall be effective starting the first of the month the Agreement is fully executed.

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

OMES CAPITAL ASSETS MANAGEMENT	**Agency name** Oklahoma Water Resources Board
Administrator (print)	Director (print)- OWRB Board Chairman
Administrator signature	Director signature
Date	Date

v6 (03/19/2025)

OWRB Board Secretary

Suzanne Landess

SEAL:

AGENDA ITEM 3D(5)

MEMORANDUM AGREEMENT

WITH: Oklahoma Office of Management & Enterprise Services

PURPOSE: Master Services Agreement for technology provided by OMES

TERM: FY2027

AMOUNT: Not to exceed $33,836.54

CONTRACTS CHECKLIST

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

Initials

JF Draft approved by Division Chief

JB Jessica Billingsley: Contract amount has been budgeted

AP Anil Pillai: All purchasing requirements have been satisfied

JF All other parties have agreed to the terms of the contract

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

sdg Final draft approved by General Counsel

Contact Info for OWRB	Contact info for Contractor
Jay Foote	Stephanie Tomlinson
CFO, Division Chief Admin	OMES
Jay.foote@owrb.ok.gov	

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.

Master Services Agreement for technology provided by OMES FY27.

OKLAHOMA
Office of Management
& Enterprise Services

APPENDIX C

Water Resources Board

FY27

OKLAHOMA
Office of Management
& Enterprise Services

Detail of Services Provided

One Time Charges

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

Monthly Charges

FTE Budgeted Average	Quantity	Price	Monthly Cost
Essential Network – 100Mb	115	$10.00	$1,150.00
CORE Employee Mgmt System	115	$12.00	$1,380.00
Pass thru	**Quantity**	**Price**	**Monthly Cost**
OI License Renewals	1016.26	$1.00	$1,016.26
Physical Address	**Quantity**	**Price**	**Monthly Cost**
Plus Network – Site Connectivity	1	$294.00	$294.00
Unit	**Quantity**	**Price**	**Monthly Cost**
Maint- M&O Hours	1235.5	$6.67	$8,240.79
Plus Network – 100Mb	44	$10.00	$440.00
Plus Network – Secure WAP Mngmt	9	$20.00	$180.00
Plus Desk-Std SSL Certificate	9	$16.25	$146.25
Plus Desk-EV Multi SSL Certi	1	$40.90	$40.90
Plus-Voucher Kofax Support	2	$49.37	$98.74
Voice-Standard Phone Line	130	$20.00	$2,600.00

OKLAHOMA
Office of Management
& Enterprise Services

Maint-Cloud Services*	404.71	$1.00	$404.71
Maint- Storage (per GB)	18686	$0.28	$5,232.08
Maint-IIS Administration	5.47	$225.00	$1,230.75
Maint-SQL Administration	1	$244.32	$244.32
Maint-Physical Server	1	$630.00	$630.00
Maint-Virtual Server	22.635	$332.00	$7,514.82
Maint-Database Administration	26	$3.33	$86.58
Microsoft- Named User Licenses	1074.11	$1.00	$1,074.11
SNOW- Named User Licenses	11	$1.00	$11.00
Monthly Charge Total:			**$32,015.31**
Total Cost:			**$33,836.54**

Billing for shared services set forth in Appendix C of this Agreement shall be effective July 1, 2026.

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

OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES — AND — Water Resources Board

Chief Information Officer

Dan Cronin
Printed Name

OWRB Board Chairman

Thomas Gorman
Printed Name

OWRB Board Secretary

Heather McCall
Printed Name

SEAL:

I. FLEET MANAGEMENT

A. Contact Information

Agency Number	Agency Name	
835	Oklahoma Water Resources Board	
Agency contact to receive Fleet Management invoice for services provided under this agreement Anil Pillai		
Phone 405 530 8800	Email anil.pillai@owrb.ok.gov	Address 3800 N Classen Blvd, OKC 73118
Agency contact for procurement-related issues and questions Anil Pillai		
Phone 405 530 8800	Email anil.pillai@owrb.ok.gov	Address 3800 N Classen Blvd, OKC 73118
Agency contact for fleet operations Anil Pillai		
Phone 405 530 8800	Email anil.pillai@owrb.ok.gov	Address 3800 N Classen Blvd, OKC 73118
Fleet Management contact for billing and fleet system technical issues and questions		
fleet.system@omes.ok.gov		OMES Fleet Management 1915 N Stiles Ave, Suite 304 Oklahoma City, OK 73105

B. Shared Services – Charges

One-time charges	Price	
AVL new device installation	$ 65.00	*Price is per device installed*
AVL old device removal and disposal	$ 20.00	*Price is per device removed*

Monthly charges	Price	
Fleetio System Access	$ 6.00	*Price is per vehicle, per month*
AVL subscription service	$ 20.00	*Price is per vehicle, per month*

II. FLEET MANAGEMENT

Intentionally left blank.

Billing for shared services set forth in Appendix E of this Agreement shall be effective starting the first of the month the Agreement is fully executed.

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

OMES CAPITAL ASSETS MANAGEMENT
Administrator (print)
Administrator signature
Date

Agency name Oklahoma Water Resources Board
Director (print)- OWRB Board Chairman
Director signature
Date

v6 (03/19/2025)

OWRB Board

Secretary **Heather**

McCall

SEAL:

Signature: Jessica Billingsley

Email: jessica.billingsley@owrb.ok.gov

Signature: Anil Pillai
Anil Pillai (Jul 27, 2026 13:13:09 CDT)

Email: anil.pillai@owrb.ok.gov

Signature: S.M.G.
Sara Gibson (Jul 27, 2026 13:21:15 CDT)

Email: sara.gibson@owrb.ok.gov

FY27 MSA App C

Final Audit Report 2026-08-03

Created:	2026-07-27
By:	Jay Foote (jay.foote@owrb.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9jU9hrZ_pFGVLmzvHhylf1KCsreMI9F1

"FY27 MSA App C" History

Document created by Jay Foote (jay.foote@owrb.ok.gov)

2026-07-27 - 6:12:19 PM GMT

Document emailed to Jessica Billingsley (jessica.billingsley@owrb.ok.gov) for signature

2026-07-27 - 6:12:25 PM GMT

Document emailed to Anil Pillai (anil.pillai@owrb.ok.gov) for signature

2026-07-27 - 6:12:25 PM GMT

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

2026-07-27 - 6:12:26 PM GMT

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

2026-07-27 - 6:12:35 PM GMT

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

2026-07-27 - 6:12:46 PM GMT

Email viewed by Jessica Billingsley (jessica.billingsley@owrb.ok.gov)

2026-07-27 - 6:12:50 PM GMT

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

Signature Date: 2026-07-27 - 6:13:09 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

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

Signature Date: 2026-07-27 - 6:21:15 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

Document e-signed by Jessica Billingsley (jessica.billingsley@owrb.ok.gov)

Signature Date: 2026-08-03 - 6:18:38 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.

2026-08-03 - 6:18:38 PM GMT

AGENDA ITEM 3D(6)

MEMORANDUM AGREEMENT

WITH: **Freese & Nichols**

PURPOSE: Contract between OWRB and Freese and Nichols to conduct the 2027 Clean Watersheds Needs Survey.

AMOUNT:

OKLAHOMA
Office of Management
& Enterprise Services

STATE OF OKLAHOMA CONTRACT WITH FREESE & NICHOLS INC

This State of Oklahoma Contract ("Contract") is entered into between the State of Oklahoma by and through the Oklahoma Water Resources Board ("State") and Freese & Nichols Inc ("Supplier") and is effective as of the effective date set forth on a properly issued purchase order or, if no effective date is listed, the date of last signature ("Effective date"). The term of the Contract is one year with the option to renew for one additional year.

Purpose

The State is awarding the Contract to Supplier for assisting the OWRB with the Clean Watershed Needs Survey (CWNS), to include: data verification, data collection, and survey submission for the 2027 CWNS; community engagement of 567 unique IDs from the 2022 CWNS; and, monthly coordination and updates with the OWRB and other relevant state agencies. A contract resulting from this solicitation may be designated for use as a statewide contract. See 74 O.S. § 85.5(G)(3), as more particularly described in certain Contract Documents. This Contract Document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

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

1. The parties agree that Supplier has not yet begun performance of work under the Contract. Issuance of a purchase order is required prior to payment to a Supplier.

2. The following Contract Documents are attached hereto and incorporated herein:

   2.1. Solicitation EV00000920, Attachment A;
   2.2. General Terms, Attachment B;
   2.3. Response to Specifications, Attachment E;
   2.4. Pricing, Attachment E-1;
   2.5. Value Add Offerings, Attachment E-2; and,
   2.6. Third Party Terms, Attachment E-3.

3. The parties additionally agree:

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

3.2. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

3.3. Any other third-party product terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement shall be binding only upon the State's written acceptance of those additional terms.

4. Payment obligations rest solely with the Oklahoma Water Resources Board.
Please send invoices and billing inquiries to:

3800 North Classen Boulevard
Oklahoma City, Oklahoma 73118, United States
accountspayable@owrb.ok.gov

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

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

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SIGNATURES

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Agreement and to bind their respective party thereto.

STATE OF OKLAHOMA
by and through the OKLAHOMA WATER RESOURCES BOARD :

ATTEST:

By:

Name: OWRB Board of Directors

Title: Secretary

Date:

(SEAL)

FREESE & NICHOLS INC

By: Signed by: Jennifer Wasinger
BDEAB45CC7DF4B0...

Name: Jennifer Wasinger

Title: Vice President

Date: 8/12/2026

The State Purchasing Director is signing solely to ensure state agency compliance with provisions of the Oklahoma Central Purchasing Act pursuant to 74 O.S., 85.5 concerning acquisitions by state agencies.

By:

Name: Amanda Otis

Title:

Date:

OKLAHOMA Office of Management & Enterprise Services

Attachment A

AGENCY SOLICITATIONS
SOLICITATION NO. EV00000920

This solicitation is a contract document and is a request for proposal in connection with the contract awarded on behalf of the Oklahoma Water Resources Board (OWRB) by the Office of Management and Enterprise Services, as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other contract document.

I. PURPOSE

The Office of Management and Enterprise Services (OMES) Central Purchasing Division is seeking responses on behalf of the Oklahoma Water Resources Board (OWRB) from potential suppliers to provide a contract assisting the OWRB with the Clean Watershed Needs Survey (CWNS), to include: data verification, data collection, and survey submission for the 2027 CWNS; community engagement of 567 unique IDs from the 2022 CWNS; and, monthly coordination and updates with the OWRB and other relevant state agencies. A contract resulting from this solicitation may be designated for use as a statewide contract. *See* 74 O.S. § 85.5(G)(3).

The contract is awarded on behalf of the OWRB from potential suppliers to provide a contract to assist with the Clean Watershed Needs Survey (CWNS).

1. Contract Term and Renewal Options

1.1 The initial contract term, which begins on the effective date of this contract, is 12 months, with 1 one-year option to renew with the same terms and conditions.

2. Solicitation Criterion

2.1 The bid will be evaluated using best-value criterion, based on the following:

2.1.1 Mandatory requirements

2.1.2 Proposal acceptability

2.1.3 Professional experience

2.1.4 Past performance

2.1.5 Price

3. Scope and description

3.1 The bid response shall show the ability of the bidder to meet or exceed the scope of work on Exhibit 5: Scope of Work and the following mandatory requirements:

3.1.1 Bidder must document their prior experience with either the Clean Watershed Needs Survey or outreach and data collection from cities, towns, districts, and other public watershed owners.

3.1.2 Bidder must include a minimum of 3 examples of work related to similar projects in the past five years.

3.1.3 Bidder must provide a minimum of 3 references.

3.1.4 Bidder must include their project organization, the number of staffing roles, the number of hours to be worked by each role, and the total hours to be spent on the project.

3.1.5 Bidder must include project staff resumes or a list of relevant qualifications for each role.

3.1.6 Bidder must provide a proposed work plan with budget and task timeline included.

4. Pricing

4.1 Pricing shall be proposed as follows:

4.1.1 A total firm, fixed cost which includes information concerning fees, other costs, and any other information relevant to the total cost.

4.1.2 A detailed hourly breakdown showing the supplier staffing roles necessary to complete the work, the number of hours to be worked by each role, the hourly rate for each role and the total hours to be spent on the project.

4.2 Value-added products and/or services within the scope of the acquisition may be included in the bid on a separate document.

5. **Executive Summary and company information** shall be detailed in Exhibit 1.

6. **The response to pricing** shall be proposed using Exhibit 2.

7. **Business references** shall be completed in Exhibit 3.

8. **Third-party supplier information** shall be included in Exhibit 4 if applicable.

9. **Scope of work** shall be confirmed on Exhibit 5.

10. **CWNS survey** from 2022 is provided as an example on Exhibit 6.

ATTACHMENT B

OKLAHOMA
Office of Management
& Enterprise Services

STATE OF OKLAHOMA
GENERAL TERMS

This State of Oklahoma General Terms ("General Terms") is a contract document in connection with the contract awarded by the State of Oklahoma by and through the Office of Management and Enterprise Services.

In addition to other terms contained in an applicable contract document, supplier and state agree to the following General Terms:

1 Scope and Contract Renewal

1.1 Supplier may not add products or services to its offerings under the contract without the state's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the contract, supplier shall contact the state.

1.2 At no time during the performance of the contract shall the supplier have the authority to obligate any customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded contract amount. Likewise, supplier is not entitled to compensation for a product or service provided by or on behalf of supplier that is neither requested nor accepted as satisfactory.

1.3 If applicable, prior to any contract renewal, the state shall subjectively consider the value of the contract to the state, the supplier's performance under the contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of contract documents to determine validity with current state and other applicable statutes and rules; b) current pricing and discounts offered by supplier; and c) current products, services and support offered by supplier. If the state determines changes to the contract are required as a condition precedent to renewal, the state and supplier will cooperate in good faith to evidence such required changes in an amendment. Further, supplier may request a price increase no more than once per contract year by submitting a request to OMES Central Purchasing (CP) at least 30 days prior to the end of the then current term. OMES CP will take requests to increase price into account up to but not exceeding the U.S. Bureau of Labor Statistics Consumer Price Index (CPI) percentage change rates for the current calendar year in which the price increase request is made. OMES reserves the right to refuse such price increases at our sole discretion. A price increase will not be effective until approved in writing by the category manager.

1.4 The state may extend the contract for 90 days beyond a final renewal term at the contract compensation rate for the extended period. If the state exercises such option to extend 90 days, the state shall notify the supplier in writing prior to contract end date. The state, at its sole option and to the extent allowable by law, may choose to exercise subsequent 90-day extensions at the contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new supplier.

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

2 Contract Effectiveness and Order of Priority

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

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

A. Any amendment.

B. Terms contained in this contract document.

C. Any contract-specific state terms that include, without limitation, information technology terms and terms specific to a statewide contract or a state agency contract.

D. Any applicable solicitation.

E. Any successful bid as may be amended through negotiation and to the extent the bid does not otherwise conflict with the solicitation or applicable law.

F. Any statement of work, work order or other mutually agreed contract documents.

2.3 If there is a conflict between the terms contained in this contract document or in contract-specific terms and an agreement provided by or on behalf of supplier including but not limited to linked or supplemental documents which alter or diminish the rights of customer or the state, the conflicting terms provided by supplier shall not take priority over this contract document or acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an amendment.

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

3 Modification of contract Terms and contract documents

3.1 The contract may only be modified, amended, or expanded by an amendment. Any change to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the supplier, is a material breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written contract modification, shall be void and without effect and the supplier shall not be entitled to any claim under the contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the contract.

3.2 Any additional terms on an ordering document provided by supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the supplier or by a customer other than OMES in connection with an acquisition.

3.3 Except for information deemed confidential by the state pursuant to applicable law, rule, regulation, or policy, the parties agree contract terms and information are not confidential and are disclosable without further approval of or notice to supplier.

3.4 Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, no contract document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this contract or expand the state's or customer's liability or reduce the rights of customer or the state. If supplier is acting as a reseller, any third-party terms provided are also subject to the foregoing.

3.5 To the extent any term or condition in any contract document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United states law or regulation, such term or condition is void and unenforceable. By executing any contract document which contains a conflicting term or condition, the state or customer makes no representation or warranty regarding the enforceability of such term or condition and the state or customer does not waive the applicable Oklahoma and/or United states law or regulation which conflicts with the term or condition.

4 Definitions

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

4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the contract.

4.2 **Amendment** means a mutually executed, written modification to a contract document.

4.3 **Bid** means an offer a bidder submits in response to the solicitation.

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

4.5 **Contract** means the written, mutually agreed and binding legal relationship resulting from the contract documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the contract.

4.6 **Customer** means the governmental entity receiving goods or services contemplated by the contract.

4.7 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the state and may also result in cancellation of existing contracts with the state.

4.8 **Destination** means delivered to the receiving dock or other point specified in the applicable contract document.

4.9 **Governmental entity** means any governmental entity specified as a political subdivision of the state pursuant to the Governmental Tort Claim Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the state.

4.10 **Indemnified parties** means the state and customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.

4.11 **Inspection** means examining and testing an acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the acquisition meets contract requirements.

4.12 **Moral rights** means any and all rights of paternity or integrity of the work product and the right to object to any modification, translation or use of the work product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

4.13 **OAC** means the Oklahoma Administrative Code.

4.14 **OMES** means the Office of Management and Enterprise Services.

4.15 **Solicitation** means the document inviting bids for the acquisition referenced in the contract and any amendments thereto.

4.16 **State** means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency or other unit of the government of the State of Oklahoma.

4.17 **Supplier** means the bidder with whom the state enters into the contract awarded pursuant to the solicitation or the business entity or individual that is a party to the contract with the state.

4.18 **Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a supplier from inclusion on the supplier list; be eligible to submit bids to state agencies and be awarded a contract by a state agency subject to the Oklahoma Central Purchasing Act.

4.19 **Supplier confidential information** means certain confidential and proprietary information of supplier that is clearly marked as confidential and agreed by the state purchasing director or customer, as applicable, but does not include information excluded from confidentiality in provisions of the contract or the Oklahoma Open Records Act.

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

5 Pricing

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

5.2 Pursuant to 74 0. S. § 85.40, all travel expenses of supplier must be included in the total acquisition price.

5.3 The price of a product offered under the contract shall include and supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on-board customer's destination. No additional fees shall be charged by supplier for standard shipping and handling. If customer requests expedited or special delivery, customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection and Acceptance

6.1 Any product or service furnished under the contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid purchase card. All orders and transactions are governed by the terms and conditions of the contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the contract shall be performed unless mutually agreed in writing otherwise.

6.2 Services will be performed in accordance with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license, and are subject to acceptance by the customer. Notwithstanding any other provision in the contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service. All services and deliverables are provided on a professional services basis. Supplier disclaims all express and implied warranties with respect to services and deliverables, including any implied warranties of merchantability, fitness for a particular purpose, or error-free or uninterrupted operation. No warranty period, repair, replacement, or refund remedy shall apply to professional services or deliverables provided hereunder.

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

Pursuant to OAC 260:115-9-1, payment for an acquisition does not constitute final acceptance of the acquisition. If subsequent inspection affirms that the acquisition does not meet or exceed the specifications of the order or that the acquisition has a latent defect, the supplier shall be notified as soon as is reasonably practicable. The supplier shall retrieve and replace the acquisition at supplier's expense or, if unable to replace, shall issue a refund to customer. Refund under this section shall not be an exclusive remedy. Notwithstanding any provision in this Contract, to the contrary, with respect to professional services performed by supplier: (a) refund obligations for prepaid fees apply only to fees for services not yet commenced or performed; (b) no refund shall be required for professional services already rendered and accepted or performed consistent with the applicable professional standard of care; and (c) any obligation to correct deliverables is limited to correction of negligent errors or omissions as measured against the specifications in the applicable contract document and applicable professional standard of care, and does not extend to re-performance based on dissatisfaction with or re-evaluation of professional judgment exercised in accordance with that standard.

6.3 Supplier shall deliver products and services on or before the required date specified in a contract document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, supplier shall provide staff who are sufficiently experienced and able to perform with respect to any transitional services provided by supplier in connection with termination or expiration of the contract.

6.4 Product warranty and return policies and terms provided under any contract document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

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

The following terms additionally apply:

A. An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.

B. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.

C. Payment of all fees under the contract shall be due net 45 days. Payment and interest on late payments are governed by 62 O.S. § 34.72. Such interest is the sole and exclusive remedy for late payments by a state agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.

D. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.

E. If an overpayment or underpayment has been made to supplier any subsequent payments to supplier under the contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to supplier.

F. Supplier shall have no right of set off.

G. Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six months after the end of the fiscal year in which the goods are provided or services performed.

H. The supplier shall accept payment by purchase card as allowed by Oklahoma law.

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

8.1 As a condition of this contract, supplier shall procure at its own expense and provide proof of insurance coverage with the applicable liability limits set forth below, and any approved subcontractor of supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better. Such proof of coverage shall additionally be provided to the customer if services will be provided by any of supplier's employees, agents or subcontractors at any customer premises and/or if employer vehicles will be used in connection with performance of supplier's obligations under the contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, supplier shall ensure each insurance policy includes a notice of cancellation and includes the state and its agencies as certificate holder and shall promptly provide proof to the state of any renewals, additions or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the contract is a continuing obligation until supplier has no further obligation under the contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for commercial general liability, auto liability and employers' liability. Unless agreed between the parties and approved by the state purchasing director, the minimum acceptable insurance limits of liability are as follows:

A. Workers' compensation and employer's liability insurance in accordance with and to the extent required by applicable law.

B. Commercial general liability insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than 2,000,000 per occurrence.

C. Automobile liability insurance with limits of liability of not less than $2,000,000 combined single limit each accident.

D. If the supplier will access, process or store state data, then security and privacy liability insurance, including coverage for failure to protect confidential information and failure of the security of supplier's computer systems that results in unauthorized access to customer data with a limit of not less than $5,000,000 per occurrence.

E. Additional coverage required in writing in connection with a particular acquisition.

F. **Engineers' Professional Liability Insurance.** Supplier shall procure and maintain Engineers' Professional Liability Insurance with a minimum limit of $1,000,000 per claim and $1,000,000 in the aggregate, covering damages arising from negligent acts, errors, or omissions with respect to professional work products performed under this Contract. This policy shall not be required to name the State as an additional insured, provide primary and noncontributory coverage, or include a waiver of subrogation.

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

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

9 Compliance With Applicable Laws

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

- **A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. § 81.
- **B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans.
- **C.** Prospective participant requirements set at 2 CFR part 376 in connection with Debarment, Suspension and other responsibility matters.
- **D.** 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990.
- **E.** Anti-Lobbying Law set forth at 31 U.S.C. § 1325 and as implemented at 45 CFR Part 93.
- **F.** Requirements of IRS Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein).
- **G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F § 200.500 et seq. with approval and work paper examination rights of the applicable procuring entity.
- **H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System, defined at 25 O.S. § 1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at e-verify.gov.
- **I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.
- **J.** Be registered as a business entity licensed to do business in the state, have obtained a sales tax permit, and be current on franchise tax payments to the state, as applicable.

9.2 The supplier's employees, agents and subcontractors shall adhere to applicable customer policies including but not limited to acceptable use of internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the supplier shall adhere to the State of Oklahoma Information Security Policy, Procedures and Guidelines set forth at e-verify.gov. Supplier is responsible for reviewing and relaying such policies covering the above to the supplier's employees, agents and subcontractors.

9.3 At no additional cost to customer, the supplier shall maintain all applicable licenses and permits required in association with its obligations under the contract.

9.4 In addition to compliance under subsection 9.1 above, supplier shall have a continuing obligation to comply with applicable customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.

9.5 The supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the contract of the supplier's obligations under the contract and supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the contract. At the request of the state, supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the contract.

9.6 As applicable, supplier agrees to comply with the governor's executive orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the state, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the state.

9.7 The execution, delivery and performance of the contract and any ancillary documents by supplier will not, to the best of supplier's knowledge, violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of any written contract or other instrument between supplier and any third party.

9.8 Supplier represents that it can pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.

9.9 Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving supplier has been disclosed in writing to the state and supplier is not aware of any other litigation, claim or threat thereof.

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

10 Audits and Records Clause

10.1 As used in this clause and pursuant to 67 O.S. § 203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. Supplier agrees any pertinent federal or state agency or governing entity of a customer shall have the right to examine and audit, at no additional cost to a customer, all records relevant to the execution and performance of the contract except, unless otherwise agreed, costs of supplier that comprise pricing under the contract.

10.2 The supplier is required to retain records relating to the contract for the duration of the contract and for a period of seven years following completion or termination of an acquisition unless otherwise indicated in the contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later.

10.3 Pursuant to 74 O.S. § 85.41, if professional services are provided hereunder, all items of the supplier that relate to professional services are subject to examination by the state agency, state auditor and inspector, and the state purchasing director.

11 Confidentiality

11.1 The supplier shall maintain commercially reasonable administrative, technical, and physical safeguards appropriate to the nature of the information provided and the services performed, and shall use any such data and records only as necessary for supplier to perform its obligations under the contract. The supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. The supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without customer's prior express written permission. Supplier shall instruct all such persons and entities that confidential information shall not be disclosed or used without the customer's prior express written approval except as necessary for supplier to render services under the contract.

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

11.3 Supplier shall report to the customer within 72 hours (or as soon as reasonably practicable) any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any state or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonably should have knowledge. The supplier shall also promptly furnish to customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the customer in investigating or preventing the reoccurrence of such event in the future. The supplier shall cooperate with the customer in connection with any litigation and investigation deemed necessary by the customer to protect any state or citizen data and records. To the extent any breach of state or citizen data or records is caused by Supplier’s negligence or willful misconduct, Supplier shall bear reasonable costs associated with the investigation, response and recovery in connection with such breach including but not limited to credit monitoring services with a term of at least one year, all notice-related costs and toll free telephone call center services, subject to any applicable cap on Supplier’s liability as set forth in the contract.

11.4 Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of state or citizen data and records.

11.5 Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any state data or records to others may cause immediate and irreparable harm to the customer and certain beneficiaries and may violate state or federal laws and regulations. If the supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the contract, the customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The supplier shall immediately forward to the state purchasing director, and any other applicable person listed in the Notices section of the contract, any request by a third party for data or records in the possession of the supplier or any subcontractor or to which the supplier or subcontractor has access and supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to supplier's confidential information. State agencies are subject to the Oklahoma Open Records Act and supplier acknowledges information marked confidential will be disclosed to the extent permitted under the Open Records Act and in accordance with this contract.

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

12 Conflict of Interest

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

13 Assignment and Permitted Subcontractors

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

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

13.3 If the supplier is permitted to utilize subcontractors in support of the contract, the supplier shall remain solely responsible for its obligations under the terms of the contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the supplier, the supplier shall obtain written approval of the state of such subcontractor and each employee, as applicable to a particular acquisition, of such subcontractor proposed for use by the supplier. Such approval is within the sole discretion of the state. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the supplier shall provide a copy of a written agreement executed by the supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the supplier under the terms of all applicable contract documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the state of any subcontractor and associated employees shall be a continuing obligation. The state further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

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

13.5 Rights and obligations of the state or a customer under the terms of this contract may be assigned or transferred, at no additional cost, to other customer entities.

14 Background Checks and Criminal History Investigations

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

15 Patents and Copyrights

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

16 Indemnification

16.1 State Shall Not Indemnify

The State of Oklahoma cannot lawfully agree to indemnify a private contractor. The credit of the state shall not be given, pledged or loaned to any individual, company, corporation, association, municipality or political subdivision of the state pursuant to Okla. Const. art. 10, § 15, OAC 260:115-7-32(k)(3)(A) and Attorney General Opinion 2012-18.

16.2 Acts or Omissions

A. Supplier shall indemnify the indemnified parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of or resulting from any action or claim for bodily injury, death or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the supplier or its agents, employees, or subcontractors in the execution or performance of the contract. Notwithstanding the foregoing, Supplier's obligation with respect to defense costs shall be limited to reimbursing reasonable defense costs in proportion to Supplier's liability as determined by a final, non-appealable judgment or a written settlement agreement executed by the parties. To the extent defense coverage is available under Supplier's applicable insurance policy for additional insureds, Supplier's defense obligation shall be limited to such coverage, subject to the policy's terms, conditions, and limitations, and defense counsel shall be approved or recommended by Supplier's insurer. To the extent no defense is provided by insurance, Supplier's obligation shall be limited to reimbursing reasonable defense costs in proportion to Supplier's allocated liability as determined by a final, non-appealable judgment or written settlement agreement. Any remaining defense obligation is further limited to claims alleging Supplier's negligence in the performance of services under the contract.

B. To the extent supplier is found liable for loss, damage or destruction of any property of customer due to negligence, misconduct, wrongful act or omission on the part of the supplier, its employees, agents, representatives or subcontractors, the supplier and customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to and is payable by supplier 60 days after the date of supplier's receipt of an invoice for the negotiated settlement amount.

16.3 Infringement

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

16.4 Notice and Cooperation

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

16.5 Coordination of Defense

In connection with indemnification obligations under the contract, when a state agency is a named defendant in any filed or threatened lawsuit, the defense of the state agency shall be coordinated by the attorney general of Oklahoma, or the attorney general may authorize the supplier to control the defense and any related settlement negotiations; provided, however, supplier shall not agree to any settlement of claims against the state without obtaining advance written concurrence from the attorney general. If the attorney general does not authorize sole control of the defense and settlement negotiations to supplier, supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the contract and shall remain responsible to indemnify the applicable indemnified parties.

16.6 Limitation of Liability

A. With respect to any claim or cause of action arising under or related to the contract, neither the state nor any customer shall be liable to supplier for lost profits, lost sales or business expenditures, investments or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

B. Notwithstanding anything to the contrary in the contract, no provision shall limit damages, expenses, costs, actions, claims and liabilities arising from or related to property damage, bodily injury or death caused by supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of supplier or its employees, agents or subcontractors.

C. The limitation of liability and disclaimers set forth in the contract will apply regardless of whether customer has accepted a product or service. The parties agree that supplier has set its fees and entered into the contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

17.1 Notwithstanding anything to the contrary in any contract document, the state may terminate the contract in whole or in part if funds sufficient to pay obligations under the contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, supplier will be provided at least 15-day written notice of termination. Any partial termination of the contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the contract that are not terminated. The determination by the state of insufficient funding shall be accepted by, and shall be final and binding on, the supplier.

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

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

18 Termination for Cause

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

18.2 The state may terminate the contract in whole or in part immediately without a 30-day written notice to supplier if (i) supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to supplier's performance or obligations under the contract; (ii) supplier's material breach is reasonably determined to be an impediment to the function of the state and detrimental to the state or to cause a condition precluding the 30-day notice; or (iii) when the state determines that an administrative error in connection with award of the contract occurred prior to contract performance.

18.3 The state may terminate the contract if the scope includes public relations (PR) vendor services and the supplier, or supplier's employee, violate the lobbying clause. PR vendor services is defined to include a contract for public relations, marketing or communication services. The state may immediately terminate the contract with no more than a 10-day notice under this section.

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

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

19 Termination for Convenience

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

19.2 Upon receipt of notice of such termination, supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory nor to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to supplier in the form of prepaid fees that are unused when the contract or certain obligations are terminated shall be refunded. Termination of the contract under this section, in whole or in part, shall not relieve the supplier of liability for claims arising under the contract.

20 Suspension of Supplier

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

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

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

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by supplier with respect to debarment, suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the contract. A determination that supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the contract for supplier's default. Additionally, supplier shall promptly provide written notice to the state purchasing director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding state Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the supplier certifies that no person involved in any manner in the development, approval or negotiation of the contract, including change orders, extensions, renewals or amendments, while employed by the state shall be employed or given anything of value to fulfill any services provided under the contract.

23 Force Majeure

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

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

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

24 Security of Property and Personnel

In connection with supplier's performance under the contract, supplier may have access to customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment and other property of customer.

Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of customer property in its possession, regardless of cause. If supplier fails to comply with customer's security requirements, supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

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

If sent to the state:

OMES Central Purchasing, Attn: State Purchasing Director
2401 N. Lincoln Blvd., Oklahoma City, OK 73105

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

OMES Central Purchasing, Attn: Deputy General Counsel
2401 N. Lincoln Blvd., Oklahoma City, OK 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the contract documents, in the singular or in the aggregate, shall be governed by the laws of the state without regard to application of choice of law principles. Pursuant to 74 O.S. § 85.7(F), where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the state. Venue for any action, claim, dispute or litigation relating in any way to the contract documents, shall be in Oklahoma County, Oklahoma. The state expressly declines any terms that minimize its rights under Oklahoma law, including but not limited to, statutes of limitations.

26.2 Employment Relationship

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

26.3 Transition Services

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

26.4 Publicity

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

Marketing Rights. Upon successful completion of the Project, Freese & Nichols Inc may identify the Project, the client name (Oklahoma Water Resources Board), and the general nature of services rendered as a representative project in its statements of qualifications, proposals, and marketing materials, provided that no confidential or proprietary information is disclosed. No prior written State approval shall be required for each such use. Any marketing done by Freese & Nichols Inc may not act, propose, or imply any endorsement by the State of Oklahoma.

26.5 Open Records Act

Supplier acknowledges that all state agencies and certain other customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. § 24A-1 et seq. Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the act is required. Nothing herein is intended to waive the state purchasing director's authority under OAC 260:115-3-9 in connection with bid information requested to be held confidential by a bidder. Notwithstanding the foregoing, supplier confidential information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of supplier confidential information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) pricing provided to the state. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of supplier confidential information, provided that the customer provides reasonable written notice, pursuant to contract notice provisions, to the supplier so that the supplier may promptly seek a protective order or other appropriate remedy.

26.6 Failure to Enforce

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

26.7 Mutual Responsibilities

A. No party to the contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without express written consent by the other party.

B. The contract is a nonexclusive contract, and each party is free to enter into similar agreements with others.

C. The customer and supplier each grant the other only the licenses and rights specified in the contract and all other rights and interests are expressly reserved.

D. The customer and supplier shall reasonably cooperate with each other and any supplier to which the provision of a product and/or service under the contract may be transitioned after termination or expiration of the contract.

E. Except as otherwise set forth herein, where approval, acceptance, consent or similar action by a party is required under the contract, such action shall not be unreasonably delayed or withheld.

26.8 Invalid Term or Condition

To the extent any term or condition in the contract conflicts with a compulsory applicable state or United states law or regulation, such contract term or condition is void and unenforceable. By executing any contract document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable state or federal law or regulation which conflicts with the contract or any nonconflicting applicable state or federal law or regulation is not waived.

26.9 Severability

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

26.10 Section Headings

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

26.11 Sovereign Immunity

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

26.12 Survival

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

26.13 Entire Agreement

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

26.14 Gratuities

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

26.15 Import/Export Controls

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

Exhibit 5 Scope of Work

EV00000920

The US Environmental Protection Agency (USEPA) has initiated the 2027 Clean Watershed Needs Survey (CWNS), which is due by 10/01/2027. The Oklahoma Water Resources Board, as the state agency that manages the Clean Water State Revolving Fund (CWSRF), is required to collect CWNS data from communities, utilities, and other relevant entities throughout the state.

This CWNS solicitation requires a supplier to engage in: data verification, collection, and submission for the 2027 CWNS; community engagement of 567 unique IDs from the 2022 CWNS; and, monthly coordination and updates with the OWRB and other relevant state agencies. Therefore, the OWRB requires a supplier that can perform the following:

- Validation (7/1/2026-10/1/2026)
  - Must review and confirm or correct flow data from the previous survey

- Ongoing Coordination (7/1/2026-10/1/2027)
  - Must conduct monthly virtual meetings with OWRB and ODEQ staff
    - May be dropped to optional meetings during 10/26-12/26
  - Must provide a monthly progress report
  - Optional: Up to two meetings with other interested parties

- Data Collection (1/1/2027-10/1/2027)
  - Must collect Needs data from responding Entities
  - Must distribute the Small Communities Form to small communities

- Community Engagement (1/1/2027-10/1/2027)
  - Will send initial email and phone call to all Entities for Needs
  - Will follow up with non-responsive Entities with a second email and phone call
  - Email must be sent through OWRB-assigned email address
  - Phone calls must be conducted via OWRB number
  - Must ensure Municipal Separate Storm Sewer Systems community data is captured

- Submission (1/1/2027-10/1/2027)
  - Must submit to EPA's Data Entry Portal by the deadline specified by the EPA

✓ **I, the Supplier, acknowledge that the scope of work can be met.**

Jennifer Wasinger	June 17, 2026
Name	Date

RESPONSE TO SPECIFICATIONS AND REQUIREMENTS

Oklahoma Water Resources Board - 2027 Clean Watershed Needs Survey

Background

The U.S. Environmental Protection Agency (EPA) has initiated efforts for the 2027 Clean Watershed Needs Survey (CWNS). FNI supported OWRB with the 2022 CWNS and will again support OWRB with the 2027 CWNS. During this update FNI, will continue to focus on collecting needs from as many systems and needs as are eligible per EPA requirements. FNI will further focus on small communities and MS4 communities to build on the needs identified in 2022.

Purpose

The 2027 CWNS is required by states that participate in the Clean Watershed State Revolving Fund (CWSRF) and the needs identified are used in setting funding allocations. In 2022 FNI identified nearly $3.5 billion in needs for Oklahoma.

Clean Watershed Needs Survey Approach

The following or similar work activities as determined in process will be conducted to meet the USEPA's requirements for this data collection. Those requirements are broadly described here.

The Contractor will assist the State with collection of CWNS data from communities, utilities, and other relevant entities throughout the State, including:

TASK 1: Validation (July 1, 2026 thru October 1, 2026)

- Through Coordination efforts and Community engagement, FNI will verify the correct flow data from the previous survey.
- FNI will also verify flow through the EPA DMR system as reported through EPA ECHO.

TASK 2: Ongoing Coordination (July 1, 2026 thru June 30, 2027)

- OWRB and Oklahoma Department of Environmental Quality (ODEQ) *(Monthly Virtual Progress Meetings)*
  - Program Oversight
  - CWNS messaging development
  - Data Collection Coordination from E&P and FAD Division
  - Review EPA's six (6) DEP Training Modules
  - Survey Question Collaboration
  - Municipal Wastewater – OPDES and MS4 (WQD)
  - On-Site Septic Systems, Decentralized, and Municipal Wastewater - TRL (ECLS)
  - Regulatory Actions (WQD and ECLS)
  - Data collaboration DEQ Construction Permitting (WQD)
  - TMDL Discussion (WQD)
- Oklahoma Conservation Commission (OCC) *(Up to two (2) Virtual Meeting)*
  - 319(h)/NPS Workplan, Implementation and Watershed Plans
  - Up Stream Flood Control Structures
  - County Conservation Districts
- Other Interest Groups *(One (1) Virtual Meeting)*
  - Schedule one virtual meeting with other interested parties as necessary
  - FACT group to gather information
- FNI will conduct quality control throughout the project, reviewing what has been submitted by the various entities
- If needed, conduct one (1) virtual meeting with EPA to discuss batch data upload

TASK 3: Data Collection (January 1, 2027 thru June 30, 2027)

- Data collection will include at a minimum:
  - Facility information, permit information, and facility type/treatment
  - Sewer Utility Capital Needs
  - Stormwater (MS4 and Non-MS4) Utility Capital Needs
  - Nonpoint Source Capital Needs
  - Decentralized Wastewater Capital Needs
- Work with entities to collect any additional data or documentation needed, to address any questions or issues that arise on their needs, and to ensure their entire needs are adequately represented to the extent practicable.
- Focus effort on MS4 Community outreach when possible.
- Distribute the Small Communities Form to capture needs from small communities that do not have documentation of their needs. FNI will follow-up with community engineers and DEQ District Engineers (to the extent that doing so is practical and cost-effective for the State) on the completion and certification of EPA's Cost Estimated Tool (CET) where appropriate to estimate the needs of smaller utilities and communities. If the Costs are not certified by a local engineer, DEQ or OWRB, it is not the responsibility of the contractor to certify the costs. These will not be included in the CWNS upload to EPA but will be available to OWRB.
- Review all submitted documents and data to identify needs, projects, and costs to be included in the CWNS.
- Process and annotate documents following USEPA guidance to identify eligible needs and write Statements of Clarification where necessary to explain potentially ineligible projects, needs, and other ambiguities.
- Categorize all documented needs according to USEPA guidance.

TASK 4: Community Engagement (January 1, 2027 thru October 1, 2027)

- Build a contact roster for all utilities.
- Host two (2) virtual information sessions for entities and/or their representatives.
- Send an initial email to entities requesting them to complete the CWNS.
- Contact non-responsive entities with a single phone call to follow-up on survey. If the entity needs assistance with completion of the CWNS a virtual meeting with the contractor will be setup for further assistance. Conduct a second set of phone calls to follow-up on the survey for non-responsive entities.
  - Emails will be through an OWRB assigned email address. Phone calls may be conducted from the OWRB office through an OWRB phone number if possible. It is anticipated that two one-week periods will be required to conduct calls.
- Present/Attend conferences such as OML, OFMA, OWEA, or other regional meetings in OKC and Tulsa to gather lingering system information.

TASK 5: Submission (January 1, 2027 - October 1, 2027)

- Submit all Oklahoma cost data to USEPA through EPA's DEP on behalf of OWRB by September 2027, or a later deadline as determined by USEPA.
- Respond to USEPA questions and requests to resolve; solicit additional information from the community and/or State if necessary.
- Resolve issues to satisfaction of USEPA to maximize needs captured to the extent practicable.
- The Contractor will review all submitted documents and data to identify needs, projects, and costs to be included in the Survey.

DELIVERABLES

TASK 2: CWNS Coordination and Oversight

- Monthly One-Page Reports

TASK 4: Community Engagement

- Summary Memo of Engagement Activities

TASK 5: Submittal

- Submit eligible CWNs to USEPA through the DEP (or via batch upload as appropriate) on behalf of OWRB
- Develop Summary Report of eligible projects under Clean Water Needs Survey

Organizational Chart

Oklahoma Water Resources Board

PROJECT MANAGER
Jeremy Rice

PRINCIPAL-IN-CHARGE
Jennifer Wasinger

ASSISTANT PROJECT MANAGER
Aven Ault

MAJOR WORK AREAS

OUTREACH LEAD
OK Alliance Consultants
JR Welch
Carly Cordell

DATABASE/DASHBOARD/ DATA VISUALIZATION
Aven Ault
Walter Chandler, EIT

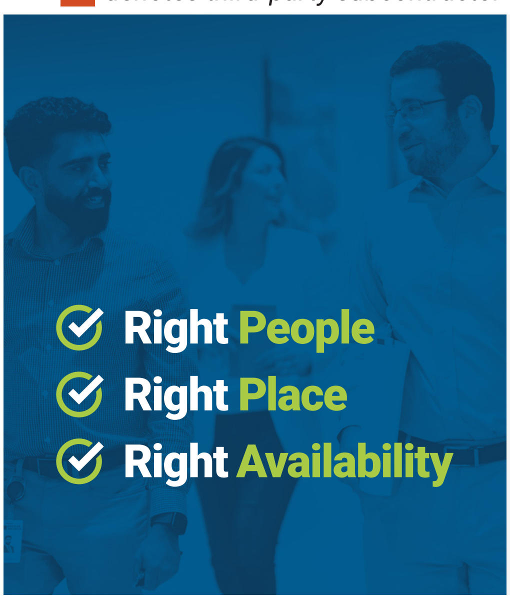
ENGINEERING/COST ESTIMATING
Diana Perry, PE

WATERSHED EVALUATION
Jay Robinson

SRF COORDINATION
Kate Burum

MS4/STORMWATER
Austin Dugger, PE, CFM

denotes third-party subcontractor



Choosing a Project Team

We have put forth the advance-planning effort to verify we have the **right team members**, in the **right place**, with the **right availability** to meet client goals. Several factors influenced this choice, including individual experience and history of working together on common projects.

Our chosen team combines decades of experience in a wide range of disciplines. This complementary blend of team member expertise in their various areas of specialization results in a solid, well-rounded team, which ultimately benefits the client.

Beyond the proposed team, FNI has access to **1,400+ employees firmwide** to assist, as necessary. As a firm focused on client service, we will commit the resources required to get the job done.

Jennifer Wasinger

Principal-in-Charge

With more than 30 years of public sector experience, Jennifer has a proven track record of working with clients across Oklahoma, Arkansas and Kansas. Before joining FNI, she served as the Assistant Chief of the Financial Assistance Division at the Oklahoma Water Resources Board (OWRB), where she managed state and federal infrastructure loan and grant programs focused on water-related projects.

Jennifer collaborates closely with stakeholders to verify infrastructure investments align with regional goals. She possesses extensive knowledge of infrastructure projects, programs, and funding opportunities and has demonstrated expertise in identifying and leveraging non-traditional funding sources. Jennifer also guides FNI design teams and clients on state and municipal projects across Oklahoma, ensuring regulatory coordination and environmental documentation procedures are met following ODEQ, OWRB, and ODOT requirements.

EXPERIENCE

32 years

EDUCATION

MS, Environmental Science, Oklahoma State University

Bachelor of General Studies, Environmental Science, University of Kansas

Jennifer's Experience At-A-Glance

- In addition to the 2022 survey, Jennifer facilitated previous CWNS surveys while employed at OWRB
- Direct administration experience with SRF and federal water funding programs
- A proven record of helping agencies secure loans and grants for water infrastructure
- Deep understanding of what funding reviewers look for in system studies and cost estimates

RELEVANT PROJECT EXPERIENCE

Clean Watershed Needs Survey | Oklahoma Water Resources Board | Client Representative
FNI conducted a hybrid survey for wastewater collection and treatment infrastructure that fulfills the needs of the 2025 Oklahoma Comprehensive Water Plan and the congressionally mandated Clean Watersheds Needs Survey as determined by the EPA.

Drinking Supply Infrastructure Need | Oklahoma Water Resources Board | Senior Advisor
As a subconsultant, FNI performed a water supply and infrastructure needs survey to collect information on local water use (gallons per capita per day), water supply, and water infrastructure.

Comprehensive State Flood Plan | Oklahoma Water Resources Board | Client Representative
FNI supported the development of Oklahoma's first state flood plan by coordinating project lists, collecting historic flood data, conducting outreach, identifying funding opportunities and contributing to plan development, including a searchable flood plan dashboard and legislative and public policy recommendations.

Comprehensive Stormwater Master Plan | City of Midwest City | Principal-in-Charge
FNI is developing a comprehensive stormwater master plan to determine the needs, costs and priorities associated with current and projected stormwater quantity and quality issues throughout the City, including drainage system condition assessment, development of drainage models, development of a new drainage criteria design manual, CIP planning and financial and asset planning.

Jeremy Rice

Project Manager

EXPERIENCE

20 years

EDUCATION

MS, Water Management and Hydrological Science, Texas A&M University

BS, Renewable Natural Resources, Texas A&M University

Jeremy's Experience At-A-Glance

- Water system investigations and feasibility studies
- Primary and secondary water source evaluation
- Demand projections and supply reliability analysis
- Cost-informed alternatives and prioritization
- Reporting that supports funding, permitting, and implementation

Jeremy Rice is a Hydrologist located in FNI's Tulsa Office. He has extensive water resources planning experience in both Oklahoma and Texas.

Jeremy's background includes reservoir operations and yield modeling experience. He has worked on several long-range water supply plans for municipalities and regional water districts, evaluating a variety of potential water supply strategies including water conservation/drought contingency projects, water reuse, and new reservoir development. Jeremy focuses on assessing cost-benefit, environmental impacts, regulatory and political hurdles associated with water supply strategies. He develops and utilizes innovative ranking tools to determine the preferred strategies for long-term water availability.

RELEVANT PROJECT EXPERIENCE

Clean Watershed Needs Survey | Oklahoma Water Resources Board | Project Manager
FNI conducted a hybrid survey for wastewater collection and treatment infrastructure that fulfills the needs of the 2025 Oklahoma Comprehensive Water Plan and the congressionally mandated Clean Watersheds Needs Survey as determined by the EPA.

Comprehensive State Flood Plan | Oklahoma Water Resources Board | Project Manager
FNI supported the development of Oklahoma's first state flood plan by coordinating project lists, collecting historic flood data, conducting outreach, identifying funding opportunities and contributing to plan development, including a searchable flood plan dashboard and legislative and public policy recommendations. As project manager, Jeremy facilitated seamless communication by coordinating with all stakeholders, including FNI's flood planning team, the Oklahoma Water Resources Board, the Oklahoma Department of Emergency Management and the Oklahoma Department of Commerce. He played a key role in gathering and synthesizing data from each party, offering strategic insights that directly influenced the success of the resulting dashboard. His leadership helped shape the plan's development and supported the delivery of a comprehensive, user-friendly tool for public and legislative engagement.

Cherokee Nation Drought Resilience Study | Cherokee Nation | Assistant Project Manager
As a subconsultant, FNI is conducting a drought resilience study that identifies water supply systems with populations of fewer than 10,000 within the Cherokee Nation and evaluates the current and projected population, water demand and water supply infrastructure needs for the identified communities.

Drinking Supply Infrastructure Need | Oklahoma Water Resources Board | Project Manager
As a subconsultant, FNI performed a water supply and infrastructure needs survey to collect information on local water use (gallons per capita per day), water supply, and water infrastructure.

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Aven Ault

Assistant Project Manager

Aven Ault is a Hydrologist based in FNI's Oklahoma City office. His technical background includes work with groundwater, such as experience using groundwater and well drawdown modeling, various projects involving recharge and recovery, and coordination with state agencies on permitting for those projects.

He has also helped FNI with work on water availability modeling, feasibility reports, watershed and drinking water surveys, and regional water planning.

EXPERIENCE

5 years

EDUCATION

MS, Hydrology and Water Security, The University of Oklahoma

BS, Environmental Science, Grand Canyon University

Aven's Experience At-A-Glance

- Groundwater and well drawdown modeling and permitting
- Population and demand projections
- Cost informed alternatives and feasibility analysis
- Primary and secondary water source evaluation
- Drafting reports suitable for funding, permitting and implementation

RELEVANT PROJECT EXPERIENCE

Clean Watershed Needs Survey | Oklahoma Water Resources Board | Database and Outreach Team
FNI conducted a hybrid survey for wastewater collection and treatment infrastructure that fulfills the needs of the 2025 Oklahoma Comprehensive Water Plan and the congressionally mandated Clean Watersheds Needs Survey as determined by the EPA.

Bentonville Water Utility Overarching Capital Improvement Plan | City of Bentonville, AR | CIP Workbook Lead
FNI is providing services associated with generating, compiling, prioritizing, coordinating and managing an Overarching Comprehensive Water Utilities Capital Improvement Plan (Comprehensive CIP) that includes water distribution and storage systems, sanitary sewer collection systems and wastewater treatment plant improvements.

Drinking Supply Infrastructure Need | Oklahoma Water Resources Board | Database Team Lead
As a subconsultant, FNI performed a water supply and infrastructure needs survey to collect information on local water use (gallons per capita per day), water supply, and water infrastructure.

Comprehensive Stormwater Master Plan | City of Midwest City | Watershed Plan Team Lead
FNI is developing a comprehensive stormwater master plan to determine the needs, costs and priorities associated with current and projected stormwater quantity and quality issues throughout the City, including drainage system condition assessment, development of drainage models, development of a new drainage criteria design manual, CIP planning and financial and asset planning.

Water Supply Augmentation for Southwest Oklahoma | Lugert-Altus Irrigation District | Assistant Project Manager
FNI is evaluating existing and future water demands, assessing current groundwater and surface water availability and identifying and analyzing potential strategies such as conservation, new supply sources, alternative water supplies and inter-basin transfers. FNI is also preparing technical memorandums, a comprehensive report and presentations documenting needs, alternatives and recommended implementation strategies.

Walter Chandler EIT

Database/Dashboard/Data Visualization

EXPERIENCE
6 years

EDUCATION
MS, Environmental Science, University of Oklahoma

BS, Environmental Sustainability, University of Oklahoma

REGISTRATION
Engineer Intern, OK #16698

Walter's Experience At-A-Glance
- Rural and small system water utilities
- System wide water supply investigations
- Primary and secondary water source evaluation
- Population and demand projections
- Cost informed alternatives and feasibility analysis
- Clear reporting suitable for funding and implementation

Walter Chandler is a Hydrologist in the Oklahoma City office. He has experience working on a wide range of water resources, water supply planning and drought planning-related projects.

His expertise includes population and demand projections, high-level water infrastructure cost estimation, water availability modeling, water supply strategy development and evaluation, water conservation and drought resilience planning, water system evaluation, and developing water supply and drought management strategies for clients.

RELEVANT PROJECT EXPERIENCE

Clean Watershed Needs Survey | Oklahoma Water Resources Board | Staff Team
FNI conducted a hybrid survey for wastewater collection and treatment infrastructure that fulfills the needs of the 2025 Oklahoma Comprehensive Water Plan and the congressionally mandated Clean Watersheds Needs Survey as determined by the EPA.

Cherokee Nation Drought Resilience Study | Cherokee Nation | Project Manager
As a subconsultant, FNI is conducting a drought resilience study that identifies water supply systems with populations of fewer than 10,000 within the Cherokee Nation and evaluates the current and projected population, water demand and water supply infrastructure needs for the identified communities. As the Project Manager, Walter led the FNI project team to successfully execute Phase 1 of the study. Walter was involved in all aspects of the project and served as the primary contributor and task lead, except the GIS dashboard. This included communications with the prime consultant and the Cherokee Nation, preparing for and leading project team meetings, scheduling and presenting at public meetings, and developing and submitting project deliverables on time.

Drinking Supply Infrastructure Need | Oklahoma Water Resources Board | Assistant Project Manager
As a subconsultant, FNI performed a water supply and infrastructure needs survey to collect information on local water use (gallons per capita per day), water supply and water infrastructure.

Comprehensive State Flood Plan | Oklahoma Water Resources Board | Staff Team
FNI supported the development of Oklahoma's first state flood plan by coordinating project lists, collecting historic flood data, conducting outreach, identifying funding opportunities and contributing to plan development, including a searchable flood plan dashboard and legislative and public policy recommendations.

RESPONSE TO SPECIFICATIONS AND REQUIREMENTS

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Diana Perry PE

Engineering/Cost Estimating

Diana brings extensive experience supporting public agency infrastructure programs. She provides project management and technical leadership across complex initiatives, guiding teams through planning, funding coordination, regulatory engagement and construction oversight.

Her background in contract administration strengthens her ability to manage scope, schedule and stakeholder expectations. Diana is known for clear communication and steady leadership, building trust with clients and agency partners. She fosters collaboration by recognizing individual strengths and aligning teams around shared goals. Her approach supports consistent execution and positive project outcomes.

EXPERIENCE

26 years

EDUCATION

BS, Biosystems and Agricultural Engineering, Oklahoma State University

REGISTRATION

Professional Engineer, OK #PE 22172

Diana's Experience At-A-Glance

- Water system investigations and deficiency assessments
- Primary/secondary water supply evaluation
- Infrastructure condition assessment and capital planning
- Design, bidding, construction administration and inspection
- Public agency and rural/tribal utility coordination

**prior to joining FNI*

RELEVANT PROJECT EXPERIENCE

Small Watershed Program* | Natural Resources Conservation Service - Oklahoma | State Conservation Engineer
Diana provided project management and engineering oversight for 2,107 small watershed dams across Oklahoma. She led structural program activities, including coordination of detailed surveys, design of rehabilitation and repair projects, review and concurrence of rehabilitation and new watershed plans and specifications, construction management and dam hazard classification reviews.

Sanitation Facility Construction/ Water and Wastewater Infrastructure* | Supervisory Environmental Engineer
Diana directed and coordinated planning, design, engineering, environmental compliance and construction management for water and wastewater infrastructure projects serving six Native American tribes in North Central Oklahoma. She managed multiple concurrent projects with budgets exceeding $3 million, maintaining technical quality, regulatory compliance and timely delivery.

Dam Outlet Works 24-Inch Sleeve Valve Replacement | Fort Cobb Reservoir Master Conservancy District | Project Engineer
FNI is assessing the current structural, mechanical and hydraulic conditions of an existing vertical sleeve valve used to modulate the pressure inside the raw water supply pipeline. FNI is also providing detailed design, bidding, construction and inspection services for the project.

Seminole #7 Water Supply and Treatment Improvements | Tri-County Rural Water District #2 | Project Engineer
FNI is providing services to analyze transmission, treatment and distribution improvements required to accommodate water productions from the District's two additional wells.

Wastewater Main Extension Along Hwy 81 | City of Comanche | Project Manager
FNI is providing survey, design and preparation of plans, specifications and contract documents for a wastewater main extension along Highway 81, including bid phase support and construction phase general representation.

Austin Dugger PE, CFM

MS4/Stormwater

EXPERIENCE

11 years

EDUCATION

BS, Civil Engineering, Oklahoma State University

REGISTRATION

Professional Engineer, OK #32975

Certified Floodplain Manager, Association of State Floodplain Managers, #4050 -21N

Austin's Experience At-A-Glance

- Stormwater system planning and MS4 program support to improve data quality and infrastructure decision-making
- Project management for municipal drainage and stormwater improvement programs
- Stakeholder coordination and outreach supporting watershed and flood planning efforts

Austin Dugger has worked on a variety of stormwater design projects. His background includes bridge hydraulic and scour analysis, design of culvert extensions and replacements, preparation of stormwater masterplans, storm sewer analysis and design, detention pond design, stream stabilization and restoration, and preparation of operations and maintenance manuals for green stormwater infrastructure.

His work includes preparing studies using a wide variety of software platforms, including HEC-HMS, HEC-RAS, EPA-SWMM, PC-SWMM, and TUFLOW 2D rain-on-mesh analysis. He also has experience preparing design plans, specifications and estimates.

RELEVANT PROJECT EXPERIENCE

Comprehensive State Flood Plan | Oklahoma Water Resources Board | Stormwater Engineer
FNI supported the development of Oklahoma's first state flood plan by coordinating project lists, collecting historic flood data, conducting outreach, identifying funding opportunities and contributing to plan development, including a searchable flood plan dashboard and legislative and public policy recommendations. Compiled historic flood data, facilitated outreach with agencies and the public, and authored policy and program recommendations for the statewide plan.

Comprehensive Stormwater Master Plan | City of Midwest City, OK | Project Manager
FNI is developing a comprehensive stormwater master plan to determine the needs, costs and priorities associated with current and projected stormwater quantity and quality issues throughout the City, including drainage system condition assessment, development of drainage models, development of a new drainage criteria design manual, CIP planning and financial and asset planning.

Citywide Master Drainage Plan | City of El Reno, OK | Project Manager
FNI prepared a Citywide Master Drainage Plan, which included the H&H analysis of identified unstudied (FEMA Zone A) open channel streams within the City limits and ETJ. Led the project from scoping through final submittal, coordinating data collection and stakeholder meetings, building the citywide H&H models for FEMA Zone A open channels, evaluating mitigation alternatives, and delivering the Master Drainage Plan.

Stormwater Design Projects | City of El Reno, OK | Project Manager
FNI is supporting the City in delivering three high-priority drainage projects identified through the recently completed Master Drainage Plan, which will provide critical infrastructure improvements to reduce flood risk and improve community resilience.

RESPONSE TO SPECIFICATIONS AND REQUIREMENTS

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Jay Robinson

Watershed Evaluation

EXPERIENCE

24 years

EDUCATION

BS, Natural Resources Management and Fisheries Biology, Colorado State University

Jay's Experience At-A-Glance

- Watershed-based planning and environmental coordination supporting regulatory compliance and data-driven infrastructure programs
- MS4 and stormwater program support and coordination
- Environmental permitting strategy development and regulatory compliance
- NEPA documentation and environmental assessments for public infrastructure projects

**prior to joining FNI*

Jay leverages his diverse technical experience and broad network to connect clients with FNI's environmental services.

He partners with internal teams to translate permitting, compliance and restoration capabilities into strategies that support project delivery, schedule reliability and budget control. Jay's experience includes endangered species assessments, wetland delineations, data reconnaissance, stream restoration and NEPA documentation for public and private clients. He focuses on demonstrating these capabilities to both existing and new clients, including agencies with local funding, to strengthen relationships, diversify the project portfolio and reduce risk for infrastructure programs.

RELEVANT PROJECT EXPERIENCE

Divide Loop Road Environmental Assessment* | Choctaw Nation of Oklahoma | Project Manager
For this federally funded Environmental Assessment, Jay helped define a focused environmental scope and budget, explaining how targeted species and wetland evaluations would reduce permitting risk while staying aligned with grant and contract requirements. He conducted endangered species and wetland evaluations for the project area and coordinated with BIA and USFWS to address high-impact habitat concerns so the technical findings supported agency expectations and EA decision milestones.

HUD-Funded Projects (CDBG)* | Various Municipalities | Project Manager
Jay led the pursuit and delivery of NEPA documentation and biological studies for 12 federally funded linear projects, working closely with the sponsor to define the scope, negotiate the budget and schedule, and explain how his team's HUD-funded experience would support the grant timelines. He managed NEPA document preparation and biological analyses across all 12 projects, coordinating staff and subconsultants so technical work complied with 24 CFR 50.4, 55, 58.5 and 58.1(b).

Project Reconnaissance Data Collection* | Oklahoma Department of Transportation | Project Manager
Jay played a central role in securing this assignment, working with the client early to outline a practical delivery strategy, demonstrate the team's technical capabilities and align the scope, schedule and fee with the client's budget. Once awarded, he led six task orders with multiple projects per task order, each delivered within a compressed 90-day schedule. Jay directed project scoping, budgeting and fieldwork coordination from kickoff through delivery. He managed a multidisciplinary team and subconsultants covering GIS, CAD, utility coordination, drainage analysis and environmental constraints (wetlands, endangered species, EJ, hazardous waste), and he led QA/QC of UAV data and reports to keep the work aligned with the client's expectations and risk profile.

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Kate Burum

SRF Coordination

EXPERIENCE

19 years

EDUCATION

Juris Doctor, Law, University of Oklahoma

Bachelor of Business Administration, International Business, University of Oklahoma

REGISTRATION

Environmental, Bonds, OK #21122

Kate's Experience At-A-Glance

- State and federal water infrastructure funding programs
- Grant and loan eligibility, compliance and documentation
- Translating technical studies into fundable projects
- Supporting communities through competitive funding processes

Kate serves as FNI's newest Client Funding Specialist. She monitors funding opportunities and helps clients meet financing needs with available resources. Kate comes to FNI with more than 17 years of experience from the Oklahoma Water Resources Board (OWRB) as their Assistant General Counsel and Funds Manager.

At the OWRB, Kate worked with the State Revolving Funds, American Rescue Plan Act, and multiple state loan and grant programs helping clients navigate the federal regulations, state laws, and other intricacies of infrastructure funding. Kate has considerable understanding of water, wastewater, stormwater, and non-traditional infrastructure projects and assisting communities to secure funding.

RELEVANT PROJECT EXPERIENCE

Comprehensive State Flood Plan | Oklahoma Water Resources Board | Funding Assistance
FNI supported the development of Oklahoma's first state flood plan by coordinating project lists, collecting historic flood data, conducting outreach, identifying funding opportunities and contributing to plan development, including a searchable flood plan dashboard and legislative and public policy recommendations.

Overholser Dam Structural Stability Improvements | City of Oklahoma City, OK | Funding Assistance
FNI performed a comprehensive engineering evaluation of Overholser Dam and is designing Phase I of the rehabilitation improvements. FNI helped the city obtain FEMA grant funding and OWRB funding for Phase I construction.

Brook Run Park Stream Restoration Concept Design and Grant Application | City of Dunwoody, GA | Funding Assistance
FNI provided overall project management, developed the grant application, collected data and conducted a field assessment.

Beauty Street and Toria Drive Culvert Replacements | City of Statesville, NC | Funding Assistance
FNI is providing a feasibility analysis, the design, and permitting to replace two single-access culvert crossings over a FEMA-regulated stream.

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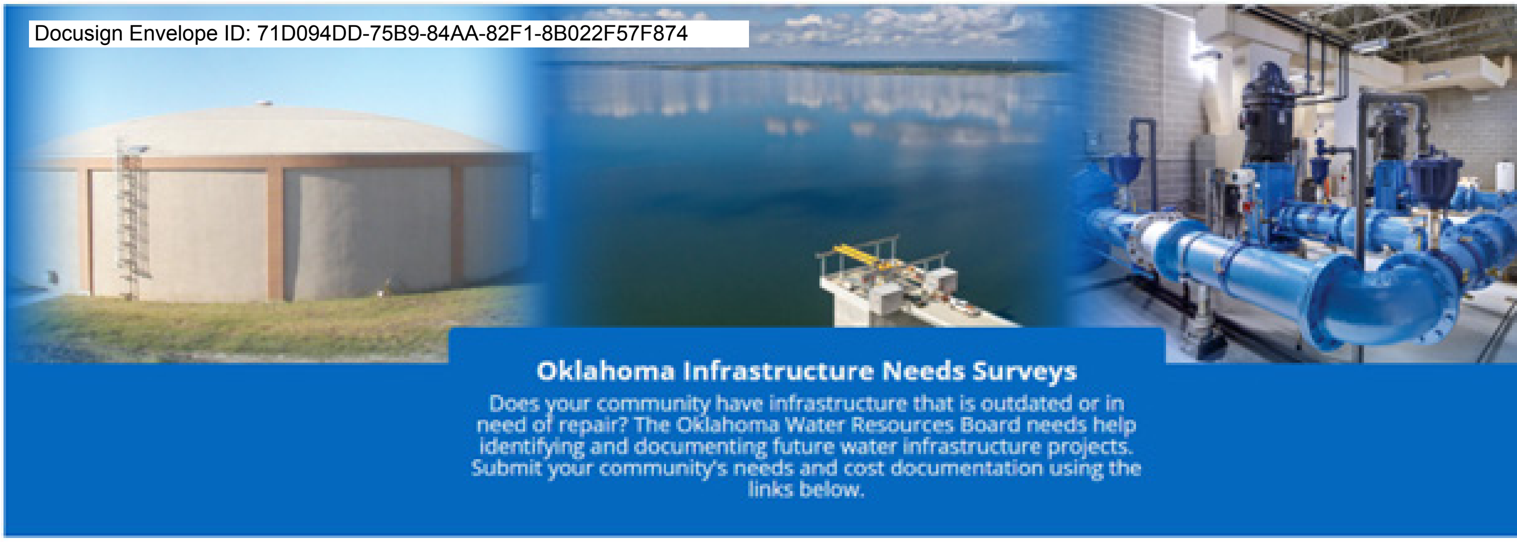

Clean Watershed Needs Survey

Oklahoma Water Resources Board

LOCATION
Oklahoma City, Oklahoma

TEAM MEMBERS
- Jennifer Wasinger
- Jeremy Rice
- Aven Ault
- Walter Chandler

The Oklahoma Water Resources Board (OWRB) contracted with FNI to support the congressionally mandated Clean Watersheds Needs Survey (CWNS) as required by the US Environmental Protection Agency (EPA).

Wastewater collection and treatment infrastructure needs will be assessed through a hybrid survey. The CWNS must be completed by all state Clean Water State Revolving Fund (CWSRF) programs every four years pursuant to Section 205(a) of the Clean Water Act.

FNI initiated the CWNS process through coordination with relevant state agencies including the OWRB, Oklahoma Department of Environmental Quality (ODEQ) and the Oklahoma Conservation Commission (OCC). These agencies cover the regulations from CWSRF, MS4 and non-point source watershed management. Based on this coordination effort, FNI has developed a data module to gather the necessary information to enter into the USEPA Data Entry Portal (DEP). This includes information about the facilities, location, population, sewer utility capital needs, stormwater utility capital needs, non-point source capital needs and decentralized wastewater capital needs.

The data module is being rolled out through a series of virtual information sessions, followed by an email blast. Non-responsive entities will be contacted through phone calls to encourage participation in the survey and to answer questions or provide assistance. FNI, along with the agencies will also use various conferences as platforms to encourage participation while having laptops available for communities to provide information.

Once the data is collected, along with the supporting documentation, FNI will review all submitted documents and data to identify needs, projects, and costs to be included in the CWNS. This will include the process of annotating documents following USEPA guidance to identify eligible needs. All of this information will be entered into the USEPA DEP portal on behalf of the state of Oklahoma prior to the February 2023 deadline.

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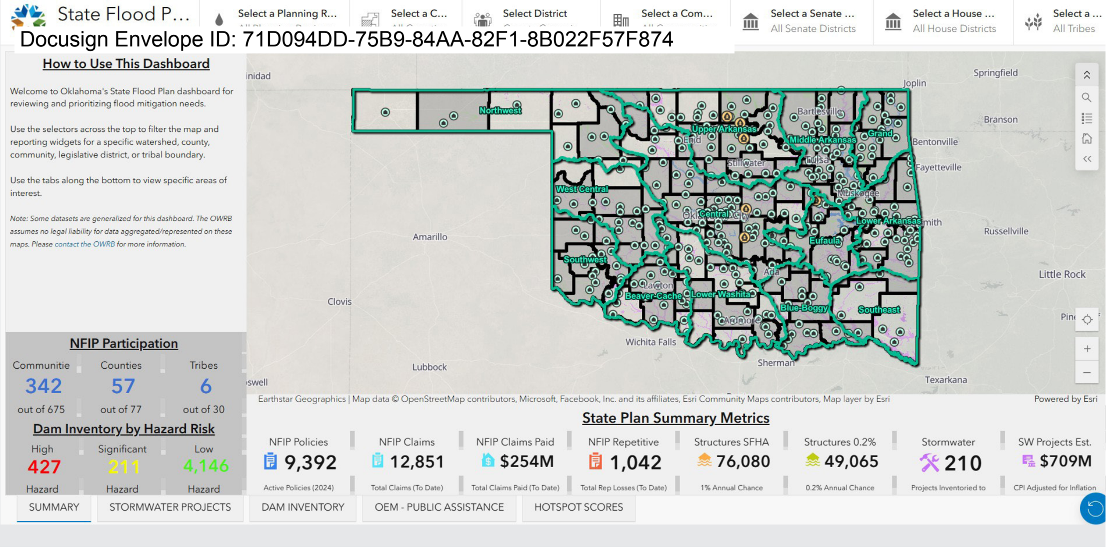

Services Provided

- Funding Alternatives
- Asset Inventory
- Drainage Analysis
- Flood Mitigation Alternatives
- Project Prioritization/ CIP
- GIS Services
- Drainage Criteria Manual Development

Comprehensive State Flood Plan

Oklahoma Water Resources Board

Following several years of devastating floods across the state, the Oklahoma Legislature passed Senate Bill 1269, which directed the Oklahoma Water Resources Board (OWRB) to develop Oklahoma's first statewide flood plan.

The purpose of the flood plan was to create a comprehensive list of flood mitigation strategies and projects, improve resource management among federal and state agencies and local communities and increase community and public awareness across the state.

FNI was retained to assist the OWRB in coordinating project lists from floodplain and emergency response managers statewide, gathering historic flood data from local, state and federal sources and supporting outreach efforts with elected officials, floodplain management agencies and the general public. FNI's responsibilities covered five main areas:

- Engagement
- Data Collection
- Flood Risk Reduction Strategies
- Funding
- Plan Development

The OWRB pursued external funding to support the plan and ultimately received $1.3 million in grants from FEMA and the Oklahoma Community Development Block Grant Program. The agency planned to seek additional grants to fund Phase 2 of the plan, which would include more detailed modeling and advance critical flood mitigation projects to the preliminary engineering phase.

As part of plan development, FNI contributed to the creation of a comprehensive flood plan dashboard, which is a searchable database detailing floodplain and historic flooding information by watershed area, county, tribal boundaries, state senate and house districts and community and neighborhood levels. The database was designed to support local project planning, inform elected officials about problem areas in their districts for funding purposes and enable emergency responders to alert residents in high-risk areas when potential flooding was imminent.

FNI also developed a list of 10 legislative and public policy recommendations for the OWRB to use in future legislative funding efforts. These recommendations were designed to enhance the state's federal funding requests and inform elected officials.

LOCATION
Oklahoma City, Oklahoma

TEAM MEMBERS
- Jennifer Wasinger
- Jeremy Rice
- Austin Dugger
- Walter Chandler
- Kate Burum

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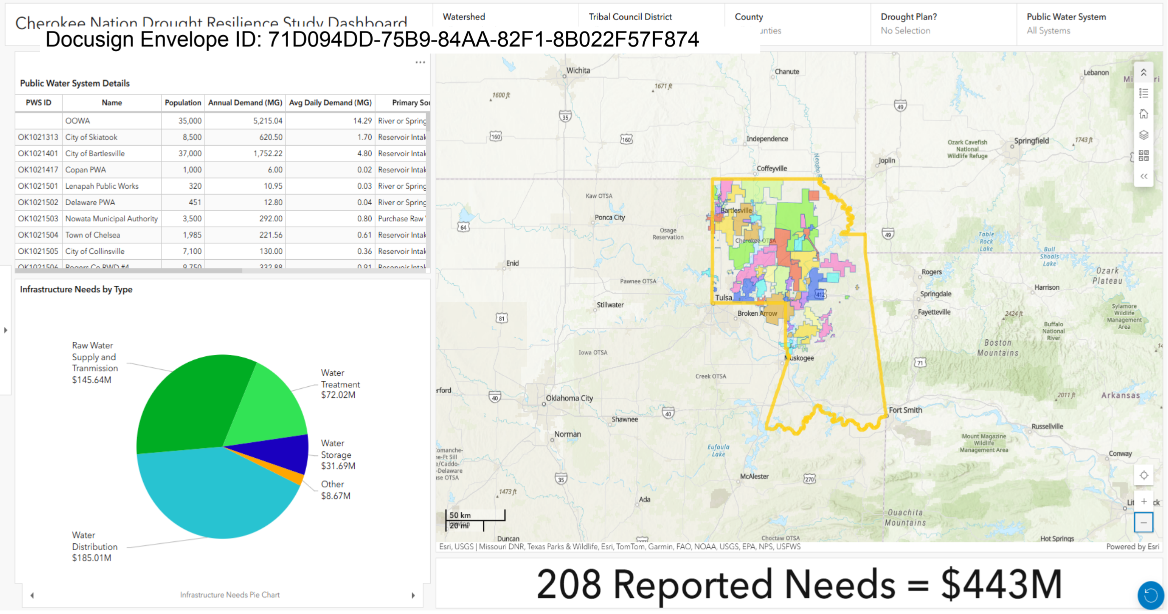

Services Provided

- Water Resources Planning
- Watershed Assessment
- Environmental Phase Services
- Cost Estimating
- GIS Dashboard Development and Data Visualization

Cherokee Nation Drought Resilience Study

Cherokee Nation

The Cherokee Nation (Nation) initiated a drought-resilience study focusing on public water systems within the Nation with populations of fewer than 10,000. The goal of the study was to develop a comprehensive database of public water systems from the most drought prone areas.

FNI, ***teamed with OKAC***, developed a comprehensive database of public water systems located in the most drought prone areas within the Nation. This database includes water source data, infrastructure condition and needs, population and water demand projections, future water supply evaluation and potential drought management strategies with cost estimates. The database will serve as a valuable tool for the Nation to support water systems within its reservation by identifying where, when and how resources can be applied most effectively to improve drought resilience. The gathered data will also be used to develop an online GIS dashboard that provides an overall summary of the study data and enables the Nation to explore and filter the information spatially by one or more of the following: County, Community, Tribal Council, State House or State Senate Districts.

The study focused on four primary objectives:

- Identify public water systems within the Nation that serve populations of fewer than 10,000 for inclusion in the analysis. Examine and rank watersheds within the Nation to determine the five most drought-prone watersheds for study focus.
- Assess the condition and infrastructure needs of water systems with emphasis on systems within the identified focus watersheds.
- Identify existing surface and groundwater supplies that are drought resilient, given current and potential future climate variability.
Projected future water demands were compared against existing and future water supply on a utility-by-utility basis.
- Evaluate identified drought planning options, such as demand management, increased supply resilience and drought resilient supplies. Develop cost estimates for each utility to mitigate impacts.

LOCATION
Tahlequah, Oklahoma

TEAM MEMBERS
- Jeremy Rice
- Aven Ault
- Walter Chandler
- OK Alliance Consultants

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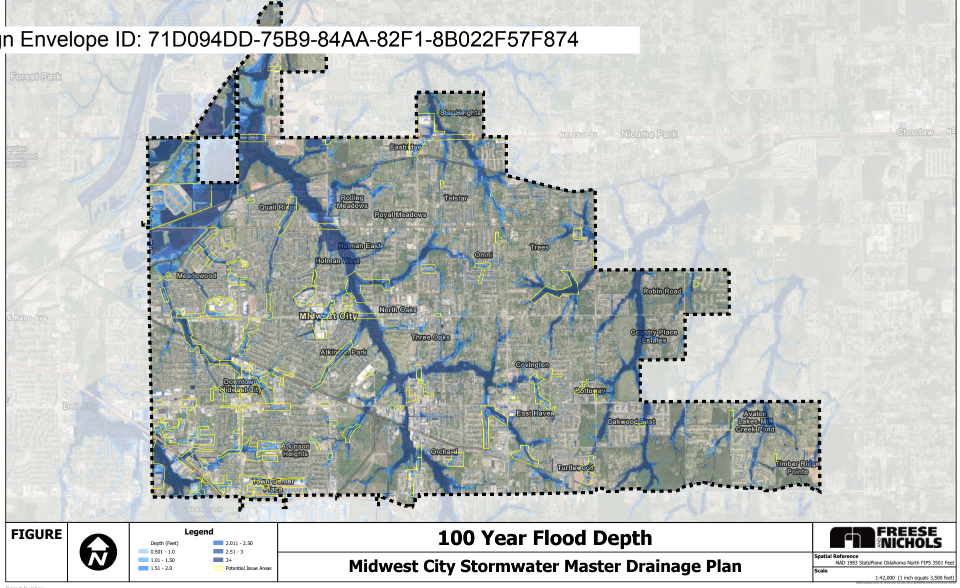

Services Provided

- Funding Alternatives
- Asset Inventory
- Drainage Analysis
- Flood Mitigation Alternatives
- Project Prioritization/CIP
- GIS Services
- Drainage Criteria Manual Development

Comprehensive Stormwater Master Plan

City of Midwest City, Oklahoma

LOCATION
Midwest City, Oklahoma

TEAM MEMBERS
- Jennifer Wasinger
- Jeremy Rice
- Austin Dugger
- Walter Chandler

As part of the City of Midwest City's effort to proactively manage stormwater infrastructure and mitigate flooding, a central component of the Stormwater Master Plan has been a comprehensive evaluation of the existing drainage system.

This assessment is helping the City identify and prioritize rehabilitation and maintenance needs across the network. Through a combination of GIS data review, field verification, and system connectivity checks, we developed a clearer picture of current conditions, pinpointing aging infrastructure, maintenance concerns, and areas needing reinvestment. This condition-focused analysis enables the City to target rehabilitation efforts where they are most needed, improving system performance and longevity.

In parallel with the condition assessment, we are conducting detailed H&H modeling in specific areas where flooding has been reported—either by residents, City staff, or through outputs from the citywide 2D HEC-RAS rain-on-grid model developed earlier in the project. These localized models allow us to understand drainage performance in greater detail, explore the root causes of flooding, and develop feasible, cost-effective solutions.

In addition to the system evaluation and modeling tasks, the Stormwater Master Plan includes a wide range of supporting efforts that form a complete planning framework. These include staff interviews, development of project prioritization tools, conceptual project planning, and creation of a rolling Capital Improvement Plan. The Plan will also deliver a new stormwater design manual, an evaluation of existing policies and business operations, and a financial strategy to support long-term implementation. Together, these components will help Midwest City optimize stormwater investment, improve infrastructure resiliency, and meet the community's evolving drainage and water quality needs.

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Lake Thunderbird Data Analysis and Plan Updates

Municipal Separate Storm Sewer System

Various Communities Across Oklahoma

FNI has supported municipal clients in strengthening stormwater compliance programs for the oversight and management of their Municipal Separate Storm Sewer System (MS4) through a combination of regulatory planning, program evaluation, and technical analysis.

Our team has assisted with the development and updates to Stormwater Management Plans (SWMPs), reviewed best management practices (BMPs) and compliance goals, and developed tools to support ongoing annual reporting and permit compliance efforts. City ordinances, engineering design manuals, and standard operating procedures were prepared for city staff to understand the requirements of the OKR04 Stormwater MS4 General Permit and ensure the compatibility with components of the SWMP.

FNI has also provided detailed water quality data review and modeling to help communities better understand pollutant loading and prioritize improvement strategies and BMP selection. Using recent monitoring data, our team has assisted cities with the evaluation of compliance progress, updated compliance and monitoring plans, and identified sub-watersheds with greater influence on nutrient and sediment loading so clients could better focus resources on the most effective structural and non-structural BMPs.

By working closely with municipal staff and coordinating with regulatory agencies, FNI helps clients align stormwater program requirements with day-to-day operations while improving the efficiency and effectiveness of their compliance efforts. This collaborative approach supports practical implementation, strengthens regulatory readiness, and helps position communities for long-term water quality improvement. Pairing existing city operations with SWMP and OKR04 General Permit requirements increased the buy in of various city departments on the implementation of the overall SWMP objectives and goals.

Executive Summary and Company Information

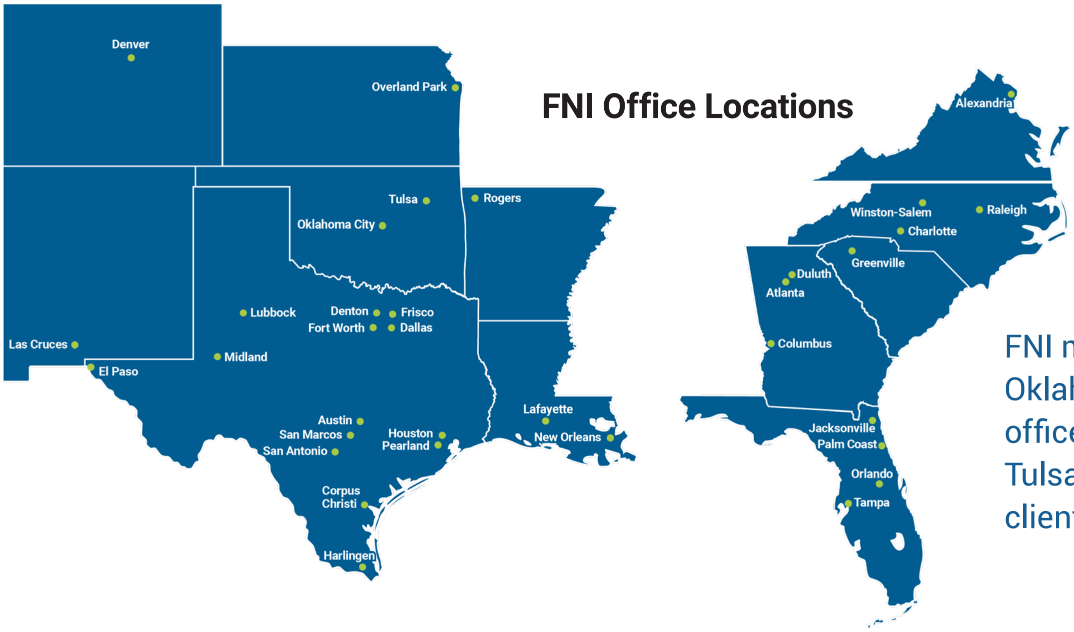
FNI is a client-focused, regionally based firm with national expertise, delivering responsive and flexible solutions tailored to our clients' needs. Dating back to our founding in 1894, we have built our practice on strong relationships—with clients, teaming partners, and staff—and many of our partnerships span decades.

FNI provides a broad range of services to plan, design, and manage public infrastructure projects, supporting clients through every stage of the project lifecycle, including planning, design, program management, funding procurement, regulatory compliance, construction management, and operations and maintenance. Our project teams are known for exceeding expectations through innovative approaches and high-performing, implementable solutions.

Critical to the success of this project, FNI brings a strong and established presence across Oklahoma, with team members based in Oklahoma City and Tulsa who are actively engaged with state agencies, local governments, and regional stakeholders. Our team has supported the Oklahoma Water Resources Board (OWRB) on prior statewide initiatives, including the Clean Watershed Needs Survey and the Oklahoma Flood Plan, and maintains ongoing relationships with agencies such as OWRB, ODEQ, tribal governments, and municipal utilities across the state. ***These connections provide immediate access to local knowledge, trusted points of contact, and a deep understanding of the regulatory and operational landscape.***

This local presence and network of relationships are key differentiators for this effort. FNI's familiarity with Oklahoma communities—particularly small systems and MS4 communities—enables more effective, targeted outreach that improves participation and data quality. By leveraging trusted relationships, coordinating with regional and tribal partners, and engaging stakeholders through established channels, we reduce response barriers and accelerate data collection. The result is a more complete and reliable dataset that supports OWRB's funding decisions, planning efforts, and statewide reporting requirements.

1894	1,400	30+
Year company was founded	Multi-discipline professionals	Offices nationwide



FNI maintains an active Oklahoma presence with offices in Oklahoma City and Tulsa, supporting statewide clients and initiatives.

Solicitation: EV00000920		Bidder Name: Freese and Nichols, Inc.
EXHIBIT 01: EXECUTIVE SUMMARY AND COMPANY INFORMATION		
Offeror must provide complete and succinct responses to each item below. **Insert your responses into this worksheet directly into the yellow boxes** If your response does not fit into the boxes below a clearly labeled response (Example: Specifying 7.2., etc). will be considered. Offeror should provide all information necessary to demonstrate Offeror's ability to meet the requirements of this RFP and the RFP's Scope of Work. Responses to the below questions in this Exhibit are mandatory and will be evaluated. Failure to respond to any question may result in your proposal being deemed nonresponsive.		
Any bidder responses left blank to any of the below requirements will not proceed further in the evaluation phase.		
Bidders Instructions, Sections 7.2-7.2.i:		**Record Responses Below**
7.2	**Bidder marketing information, general company information and other similar resources the Bidder wishes to provide**	FNI is a client-focused, regionally based, multidiscipline firm with national expertise. We plan, design and manage water and infrastructure projects with our broad range of services. With more than 30 offices across Oklahoma, Arkansas, Texas, Louisiana, New Mexico, Georgia, North Carolina, Virginia and Florida, we work seamlessly together across all disciplines, giving our clients the benefit of multiservice integration with an approach that is as innovative as it is practical. Together, more than 1,400 personnel deliver top-tier professional services that reflect the FNI vision — to be the firm of choice for clients and employees.
7.2.a	**Provide the length of time the Bidder has been in business**	132 Years
7.2.b	**Insert a brief description of the company**	FNI is a privately owned engineering, planning and consulting firm serving clients across the Southwest and Southeast United States. We offer stability as a long-term trusted advisor and use our national expertise to meet contemporary challenges. As the first engineering/architecture firm to earn the Malcolm Baldrige National Quality Award twice, we consistently deliver award-winning solutions backed by superior client-focused support. FNI helps guide federal, state and local entities through all steps of a stormwater and flood risk reduction program, applying expertise in the latest modeling approaches, effective design and policy development. We believe in responsibly managing stormwater and flood risk to improve the quality of life in our communities – now and in the future. We integrate environmental responsibility, technical excellence and enhanced service to deliver scalable, innovative and comprehensive solutions.
7.2.c	**Indicate Company size and organization structure (an Organizational chart is recommended)**	FNI has 1,400+ employees and is organized as a business corporation.
7.2.d	**The number of years the Bidder has been providing products and/or services of the type requested**	More than 110 years.
7.2.e	**Describe the core competency of the company**	Integrated Water Resources Planning, Stormwater and Flood Resilience, Water Resource Design, Funding Assistance, Civil Works and Flood Control
7.2.f	**Number of employees allocated strictly for research**	N/A
7.2.g	**Number of employees allocated strictly for support**	N/A
7.2.h	**Estimated number of clients**	In FNI's 132-year history we have worked with more than 9,800 clients. Currently, FNI's Oklahoma offices are working with more than 75 municipalities and state agencies.
7.2.i	**Average client size (i.e., employee count)**	Municipalities and state agencies range from 10 employees to hundreds of employees.

Exhibit 2
EV00000920
Price Sheet

Fields highlighted in yellow **shall** be used in calculating low price determination. Prospective Suppliers **shall not** alter the Price Sheet.

Table 1: Total Price

Fixed Price of CWNS 2027 Project	
One Time Price	$ **290,158** -

*Provide the total, one-time cost for CWNS Project.

Table 2: Breakdown of Hours

Title and estimated hours	
Project Manager	HR **234**
Assistant Project Manager	HR **398**
Engineer in Training	HR **382**
Lead GIS	HR **121**
Community Outreach	HR **362**
Principal-in-Charge	HR **42**
SRF Coordination	HR **16**

*Provide the title for each employee and estimated hours

Table 3: Value Add

Value Add	
GIS Services	$ **21,959**
	$
	$

* Provide the total, one-time prices for Value Add if applicable.

Table 4: Renewal

Renewal Options		
Initial Price	Year 1	Total
$	$	$

Table 5

Grand Total
$ **312,117**

PRICING

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Attachment E-2 Value Add Offerings

Should additional funds become available they could be utilized to develop/update dashboards developed as part of the 2025 Oklahoma Comprehensive Water Plan with updated CWNS dollars.

GIS Services: $21,959.00

Exhibit 4: Third Party Supplier Information

Instructions: If a third-party vendor or subcontractor is included as part of a submitted Bid, the following information is required per Bidders Instructions, section 7.12.

Third-party vendor or subcontractor name:	3rd Party Company Summary	Relationship to Bidder	Clients for which the two entities have worked together	Products and/or services proposed to be provided by the third-party vendor and how those products and/or services interface with the Bidder's solution
Name: Oklahoma Alliance Consultants	OKAC provides water and wastewater consulting services nationwide across public, private, and tribal sectors, partnering with customers and state, federal, and industry stakeholders to support regulatory compliance and change.	Subconsultant	Cherokee Nation	Community Outreach
Name:				
Name:				
Name:				
Name:				

AGENDA ITEM 3D(7)

MEMORANDUM AGREEMENT

WITH: Oklahoma State University

PURPOSE: Agreement between Oklahoma State University and the Oklahoma Water Resources Board for Oklahoma Hydronet Development Support.

AMOUNT: Not to exceed $30,000.00

TERM: September 16, 2026 through June, 30, 2016

Agreement between Oklahoma State University and the Oklahoma Water Resources Board for Oklahoma Hydronet Development Support

1. Parties

This Scope of Work is entered into between Oklahoma State University (OSU), through the Oklahoma Water Resources Center, and the Oklahoma Water Resources Board (OWRB) for continued support of the Oklahoma Hydronet.

2. Contract Period

The period of performance for this agreement shall be **September 16, 2026, through June 30th, 2027**.

3. Funding Amount

The total funding amount for this agreement shall not exceed **$30,000**.

4. Purpose

The purpose of this agreement is to continue joint OSU and OWRB efforts to support the Oklahoma Hydronet as a statewide hydrologic monitoring and decision-support effort. The Hydronet is intended to improve access to timely and reliable information on water availability and hydrologic conditions, including reservoirs, groundwater, and soil moisture, to support water management, drought awareness, emergency preparedness, agricultural decision-making, and community resilience.

5. Scope of Services

Oklahoma State University shall provide professional, technical, and operational support necessary to assist with the continued development, maintenance, and expansion of the Oklahoma Hydronet. Work may include:

1. Supporting coordination among Hydronet partners and participating agencies;
2. Assisting with the organization, review, and interpretation of hydrologic monitoring information;
3. Supporting the development of statewide and regional hydrologic summaries, graphics, and reporting products;
4. Assisting with the integration of groundwater, surface water, reservoir, soil moisture, and related hydrologic information into Hydronet products;
5. Supporting quality review, standardization, and documentation of Hydronet-related information;
6. Assisting with planning for future Hydronet expansion, sustainability, and partner engagement; and
7. Providing related project support as mutually agreed upon by OSU and OWRB.

6. Deliverables

Deliverables may include, as applicable:

1. Hydronet-related hydrologic summaries, graphics, maps, or reporting products;
2. Documentation of data review, coordination, or product-development activities;
3. Contributions to statewide or regional water availability and drought-related reporting; and

4. Coordination support for Hydronet partner meetings, planning discussions, or stakeholder engagement.

7. Expected Outcomes

This work is expected to support continued development of the Oklahoma Hydronet, improve the availability and usefulness of hydrologic information for water-resource decision-making, and strengthen coordination among OSU, OWRB, and other Hydronet partners.

Approved:

Oklahoma State University

Julie Swaringim-Griffin on behalf of Sep 3, 2026

Dr. Kenneth W. Sewell Date
Vice President for Research

Oklahoma Water Resources Board

Chairman Date

Attest:

Secretary Date

OK Hydronet Development Support OWRB - Wagner

Final Audit Report 2026-09-03

Created:	2026-09-03
By:	Beth Peneaux (beth.peneaux@okstate.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAggNd1ijwPQ8B7UwiqTU5zMTiSZCohKd6

"OK Hydronet Development Support OWRB - Wagner" History

Document created by Beth Peneaux (beth.peneaux@okstate.edu)

2026-09-03 - 9:17:49 PM GMT- IP address: 139.78.247.192

Document emailed to Julie Swaringim-Griffin (julie.swaringim@okstate.edu) for signature

2026-09-03 - 9:18:41 PM GMT

Email viewed by Julie Swaringim-Griffin (julie.swaringim@okstate.edu)

2026-09-03 - 9:33:27 PM GMT- IP address: 104.47.73.126

Document e-signed by Julie Swaringim-Griffin (julie.swaringim@okstate.edu)

Signature Date: 2026-09-03 - 9:33:36 PM GMT - Time Source: server- IP address: 139.78.244.144 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-09-03 - 9:33:36 PM GMT

AGENDA ITEM 3D(8)

MEMORANDUM AGREEMENT

WITH: Oklahoma Department of Environmental Quality (DEQ)

PURPOSE: Agreement for lab analysis between OWRB & ODEQ

AMOUNT: not to exceed $500,000.00

TERM: July 1, 2026 through June 30, 2027

\

CONTRACTS CHECKLIST

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

Initials

BG____ Draft approved by Division Chief

JB_ Jessica Billingsley: Contract amount has been budgeted

Maegan Filonow Maegan Filonow: 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________________________

____

____

___405-530-8932___________________________

____

Contact info for Contractor

Dustin Davidson
ODEQ, SELS Division

Dustin.Davidson@odeq.ok.gov___________

405-702-9126

____This is the contract for lab analysis between OWRB & ODEQ for FY27
____

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.

(In the extra lines above, please add a brief description of the contract for the agenda, make sure to add the term and if there is an amount. Thank you)

CONTRACT
FOR LAB ANALYSIS BETWEEN
OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY AND
OKLAHOMA WATER RESOURCES BOARD

This Contract for Laboratory Analytical Procedures ("Contract"), for convenience of reference dated as of the 15th day of September 2026 but to become effective as provided below, between the Oklahoma Department of Environmental Quality ("DEQ") and the Oklahoma Water Resources Board ("OWRB"),

WITNESSETH:

WHEREAS, the DEQ is an agency of the State of Oklahoma created pursuant to 27A O.S. § 2-3-101, and which provides laboratory services for state agencies and other persons pursuant to 27A O.S. § 2-4-201; and

WHEREAS, the OWRB is an agency of the State of Oklahoma created pursuant to 82 O.S. § 1085.1, and which is authorized pursuant to 27A O.S. § 1-3-101 to administer a state program for assessing, monitoring, studying and restoring Oklahoma lakes; to administer a volunteer monitoring program to assess and monitor state water resources; and to implement a statewide beneficial use monitoring program for waters of the state in coordination with other state environmental agencies;.

WHEREAS, the OWRB needs certain laboratory analysis and related services in order to carry out monitoring programs and other water quality studies; and

WHEREAS, the DEQ and OWRB desire to enter into this Contract upon the terms and conditions specified, all as authorized by 27A O.S. §§ 2-3-202 and 2-4-201 and 82 O.S. § 1085.2.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants contained hereinafter, the DEQ and OWRB agree as follows:

1. SERVICES AND PRODUCTS TO BE PROVIDED BY DEQ.

   a. Containers and preservatives. DEQ shall provide to the OWRB as many sample containers and sample preservatives as are reasonably required by OWRB. DEQ and OWRB will consult and agree on materials to be used for OWRB purposes; thereafter DEQ will provide such materials to **OWRB.**

   b. Laboratory analysis: reporting of results. DEQ shall provide OWRB laboratory analysis of environmental samples submitted to DEQ by OWRB. DEQ shall provide; the laboratory final report, the quality control report, and an electronic data deliverable (EDD) of the analysis of each project, not to exceed 45 days following DEQ receipt of the complete project. DEQ shall also notify the OWRB in writing if a laboratory quality assurance or data management problem occurs, which would adversely impact the quality of the data or the timeliness of data delivered to the OWRB. If a laboratory problem occurs that could negatively impact or cause hold time exceedance of a test or parameter, the OWRB must be notified immediately, prior to the hold time exceedance. No notice is required for samples received by DEQ at or beyond the allowed test or parameter holding time.

2. FORCE MAJEURE. DEQ agrees to perform the requirements of this Contract within the time frames specified unless performance is prevented or delayed by events which constitute a "force majeure" event. For purposes of the Contract, a force majeure event is defined as any event arising from causes beyond the reasonable control of DEQ or laboratory management which delay or prevent the performance of any obligation under this Contract. Examples include vandalism; fire; flood; labor disputes, strikes or shortages; weather events or conditions which prevent or seriously impair agency or

laboratory activities or capabilities; equipment, information technology, or electronic network failures affecting the analysis or reporting of OWRB's samples; civil disorder or unrest: or acts of God. DEQ must notify OWRB within fifteen (15) days after DEQ knows of a force majeure event that is expected to cause a delay in or prevent DEQ meeting its requirements under this Contract. Failure by DEQ to submit notification within fifteen (15) days waives the right to claim force majeure. Including but not limited to: not providing notification of known equipment issues that affect hold times and data quality until after data has been delivered and flagged.

3. COMPENSATION TO BE PROVIDED BY OWRB; FUNDING CONDITIONAL. In consideration of actual services rendered, and costs incurred by DEQ, the OWRB shall compensate the DEQ for DEQ's costs of analysis for the specific analytes and tests identified on the included ODEQ-OWRB Lab Services Contract pricing attachment hereto and made a part hereof. These fees have been identified by the Director of the Oklahoma Department of Environmental Quality or his/her designee pursuant to OAC 252:306. Any laboratory services provided beyond the scope of the pricing attachment will be invoiced according to the current DEQ State Environmental Laboratory Services Analytical Fee Schedule. The most current version of the lab services fee schedule is located on the DEQ website at https://oklahoma.gov/deq/divisions/state-environmental-laboratory-services/laboratory-services-fees.html and is subject to revision. The DEQ may automatically adjust fees for lab services on July 1st every year to correspond to the percentage, if any, by which the Consumer Price Index (CPI) for the most recent calendar year exceeds the CPI for the previous calendar year. The DEQ may round the adjusted fees up to the nearest dollar. The DEQ may waive collection of an automatic increase in a given year if it determines other revenues, including appropriated state general revenue funds, have increased sufficiently to make the funds generated by the automatic adjustment unnecessary in that year. A waiver does not affect future automatic adjustments.

4. INVOICES. The total compensation shall be no more than Five Hundred Thousand Dollars ($500,000.00). The parties understand and agree that said funding for this Contract is being provided by multiple sources, and that if said funding is for any reason withdrawn, not received, is reduced, or reallocated to other parts of their monitoring programs, then in any such event and notwithstanding anything else in this Contract, this Contract may be terminated, or the Contract services and compensation may be adjusted or reduced accordingly. The OWRB shall immediately notify DEQ of such funding changes and of changes to services and compensation made necessary by such funding changes. Provided further, notwithstanding anything else in this Contract, the OWRB shall have the right to terminate this Contract, in whole but not in part at the end of any state fiscal year if the Oklahoma Legislature fails to allocate sufficient funds to the OWRB so as to enable the OWRB to perform under this Contract. The DEQ shall provide written invoices to the OWRB monthly for services rendered and costs incurred the previous month. DEQ will provide OWRB each monthly invoice within 60 days after the end of the previous month. Such invoices shall be in a form acceptable to the OWRB and shall appropriately categorize the services and other costs and expenses rendered. OWRB shall pay DEQ on said invoices within 45 days of receipt of an invoice.

5. EFFECTIVE PERIOD OF CONTRACT; TERMINATION. This Contract shall become effective on July 1, 2026 or on the date of execution by the last necessary party hereto, whichever is later, and shall remain effective for one year through June 30[111]2027, with an option to renew for two (2) years under the same terms and conditions, unless terminated at an earlier date. Either party may, upon 30 days prior written notice, terminate this Contract by certified mail to the other party's business address as follows:

DEQ: Department of Environmental Quality
707 North Robinson
P.O. Box 1677

Oklahoma City, Oklahoma 73101-1677
Attention: Division Director, State Environmental Laboratory Services

OWRB: Oklahoma Water Resources Board
3800 North Classen Blvd.
Oklahoma City, Oklahoma 73118
Attention: Chief, WATER Division

6. WORKERS COMPENSATION. DEQ agrees and certifies that it shall maintain Workers Compensation coverage for all its employees during all periods of time for which services are being rendered under this Contract. It is further agreed that all employees or other persons relied upon by DEQ in the performance of this Contract shall not be considered employees of the OWRB and shall remain under the direction, control and supervision of the DEQ. DEQ shall provide an appropriate certification of Workers Compensation coverage to the OWRB within 30 days after the effective date of this Contract.

7. AUDITS. All books, records, documents, accounting procedures, practices or any other items of DEQ relevant to this Contract are subject to examination by the OWRB and the State Auditor and Inspector.

8. NO INDUCEMENT. Both parties attest and assure that no officer, director or employee has made any payment or donation, either directly or indirectly, to any elected or appointed official, officer or employee of the State of Oklahoma or its political subdivisions, nor waived payment of any money or other thing of value due in order to obtain this Contract.

IN WITNESS WHEREOF, the parties have caused their duly authorized officials to execute this Contract on the dates shown below.

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
"DEQ"

by: Kathy Aebischer
Kathy Aebischer,
Director of Administrative Services Division

08/28/26
Date

OKLAHOMA WATER RESOURCES BOARD
"OWRB"

by: ______________________
Thomas Gorman, Chairman

____
Date

ATTEST:

Secretary

(SEAL)

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me on 28 Aug, 2026 by Kathy Aebischer in her official capacity as Director of Administrative Services Division on behalf of the Department of Environmental Quality.

STACEY TUCKER
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission # 15008581 Expires 09/15/27

Stacey Tucker
Notary Public

(SEAL)
My commission expires:

DEQ- OWRB LAB SERVICES CONTRACT
STATE ENVIRONMENTAL LABORATORY

CONTRACT PRICING ATTACHMENT FISCAL YEAR 2027 (07101/2026 - 6/30/2027)

Test/Analyte Pricing

Test or Analyte	Contract Fee[1]	Reference Method[3]
Ammonic1'	$30.00	EPA350.1
Total Kjeldc1hl Nitrogen (TKN)	$33.00	EPA351.2
Nitrate + Nitrite	$30.00	EPA353.2
Orthophosphate (field filtered)[3]	$25.00	EPA365.1
Total Phosphorus	$36.00	EPA365.3
Sulfate	$25.00	SM 4500 S04-aF
Chloride	$32.00	SM4500CL"E
Mercury, Totcll	$49.00	EPA245.1
Mercury, Dissolved'	$49.00	EPA245.1
Metcll, EPA 200.8[3]	$32.00	EPA200.8
Metcll, EPA200.7[3]	$32.00	EPA 200.7
Totcll Dissolved Solids (TDS)	$33.00	SM 2540C
Totcll Suspended Solids (TSS)	$33.00	SM 2540D
Totcll Organic Carbon (TOC)	$50.00	SM 5310C
Chlorophyll-a & Pheophytin-a Extract Analysis	$16.00	SM10200H
Benthic Chlorophyll- Ethanol Extract Analysis	$21.00	OWRB Benthic Chlorophyll
Chlorophyll in Periphyton Extract Analysis	$21.00	SM 10300C
Chlorophyll Preparation (Extraction)	$28.00	SM10200H
Sample Filtration (0.45 MICRON)	$14.00	Filtration

Test List Pricing

Test List	Contract Fee	
TRENDS BASELINE METALS DISSOLVED	$105.00	As, Cd, Cu, Pb, Ni, Se, �g, �
TRENDS BASELINE METALS TOTAL	$125.00	As, Cd, Cr, Cu, Pb, Ni, Se, Ag, Tl, Zn
GMAPANIONS	$115.00	Bromide, Chloride, Fluoride, Sulfate
GMAP METALS DISSOLVED	$265.00	**B,** Ca, Fe, Mg. K, SiO3, Na, Al, Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Mn, Mo, Ni�d U, V, zn
GMAP METALS TOTAL	$265.00	B, Ca, Fe, Mg. K, SiO3, Na, Al, Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Mn, Mo, !'li.Se. �. V. Zn
GMAP NUTRIENTS	$96.00	Dissolved Phosphorus, Ammonia Nitrate-Nitrite
GMAP TREND METALS DISSOLVED	$160.00	Ca, Fe, Mg, K, SiO3, **Na,** As, Cr, Mn, Se, U
GMAP TREND METALS TOTAL	$160.00	Ca, Fe, Mg, K, Si03, Na, As, Cr, Mn, Se, U
MINERAL SOLIDS	$123.00	Chloride, Sulfate, TDS, TSS
MINERALS	$57.00	Chloride, Sulfate
NUTRIENTS	$99.00	Total Phosphorus, TKN, Nitrate-Nitrite
PROB METALS DISSOLVED	$135.00	As, Ba, Cd, Cr, Cu, **Pb, Ni, Se, Ag,** Tl, Zn
PROB METALS TOTAL	$150.00	Ca, Fe, Mg, K, **Na, Ba,** Cr, Se Tl, U

[1] Pncmg on th s attachment rev1S1on 1s effective from 7/i/2026 through 6/30/'2027

[2] Reporting limits required volumes, and preservations wIii be provided upon request and are subject to change.

[1] If dissolved samples are not filtered prior to recep\ a filtration fee will apply in addition to the analysis fee

ok

N/A

Maegan Filonow

Julie

n/a

Signature: Bill Cauthron

Email: bill.cauthron@owrb.ok.gov

Signature: Jessica Billingsley

Email: jessica.billingsley@owrb.ok.gov

Signature: Maegan Filonow

Email: maegan.filonow@owrb.ok.gov

Signature: Julie Chambers

Email: julie.chambers@owrb.ok.gov

Signature: Julie Chambers
Julie Chambers (Sep 1, 2026 12:37:15 CDT)

Email: julie.chambers@owrb.ok.gov

Signature:
Sara GIbson (Sep 1, 2026 12:39:20 CDT)

Email: sara.gibson@owrb.ok.gov

AGENDA ITEM 3D(9)

MEMORANDUM AGREEMENT

WITH: United States Department of Agriculture (USDA)

PURPOSE: Agreement with USDA for reimbursement of FY26 funds for gauges

AMOUNT: not to exceed $51,700.00

TERM: through September 30, 2027

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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 B ____ Draft approved by Division Chief

____ Jessica Billingsley: Contract amount has been budgeted

Maegan Filonow ____ Maegan Filonow: All purchasing requirements have been satisfied

JC JC ____ All other parties have agreed to the terms of the contract

JC 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

Dustin Stinnett, USDA

dustin.stinnett@usda.gov

Agreement with USDA for reimbursement of FY26 funds for gauges

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.

(In the extra lines above, please add a brief description of the contract for the agenda, make sure to add the term and if there is an amount. Thank you)

UNITED STATES DEPARTMENT OF AGRICULTURE - RESEARCH, EDUCATION, AND ECONOMICS
Award Face Sheet

Agency Control No. 66071

Agency: AGRICULTURAL RESEARCH SERVICE	Type of Instrument: Non-Assistance Cooperative Agreement — Authority: 7 USC 3318(b)
Title of Project: Upper Washita River Basin Water Resources Monitoring and Evaluation	Agreement Number/FAIN: 58-3070-4-049 — Type of Action: Amendment 02 — Correction: N — Assistance Listing: 10.001
	Period of Performance: Start 09/01/2024 End 09/30/2027
	Total Federal Amount: $103,400.00 — Federal Amount Obligated by This Action: $51,700.00 — Indirect Cost Rate: 0.00%

Agency Administrative Point of Contact/ADO
DUSTIN W STINNETT
USDA, ARS, AFM, PA Administrative Office
FINANCIAL MANAGEMENT, TRAVEL AND AGREEMENTS
2747 DAVIS ROAD
Tifton GA 31793
Phone: 229-387-2326 Fax:
E-mail: dustin.stinnett@usda.gov

Non-Federal Entity/Federal Agency (Legal Name and Address)
OKLAHOMA WATER RESOURCES BOARD
3800 N CLASSEN BLVD STE 100
OKLAHOMA CITY OK 73118-2855 USA
POC: JAY FOOTE
DIVISION CHIEF/CFO, ADMINSTRATIVE SERVICES, OWRB
Phone: 405-530-8873 Fax: 405-530-8900
E-mail: JAY.FOOTE@OWRB.OK.GOV UEI: E5KGD1NYA1S5

Agency Principal Investigator
SHERRY HUNT
AGROCLIMATE & HYDRAULICS ENGINEERING RES UNIT
7207 WEST CHEYENNE STREET
EL RENO OK 73036
Phone: 405-446-8382 Fax:
E-mail: sherry.hunt@usda.gov

Non-Federal Entity/Federal Agency Principal Investigator
JULIE CHAMBERS
ENVIRONMENTAL PROGRAMS MANAGER, OWRB
3800 N CLASSEN BOULEVARD
OKLAHOMA CITY OK 73118-2862 USA
Phone: 405-530-8932 Fax: 405-530-8900
E-mail: JULIE.CHAMBERS@OWRB.OK.GOV

Agency Finance Office
KIMBERLY S PLUMMER
USDA, ARS, PA AO
FINANCIAL MANAGEMENT, TRAVEL AND AGREEMENTS
2150 CENTRE AVENUE, BUILDING D
FORT COLLINS CO 80526-8119
Phone: 970-492-7021 Fax:
E-mail: KIMBERLY.PLUMMER@USDA.GOV

Method of Payment
- ■ HHS/Payment Management System
- ☐ EFT/Treasury Check (Invoicing)
- ☐ Agency Receives Funds
- ☐ Advance Payment Authorized
- ☐ Pre-Award Costs Authorized
- ☐ UES (for FAS awards only)
- ☐ IPAC

PROVISIONS

This Agreement incorporates the following:
- ■ Statement/Scope of Work
- ☐ Proposal
- ☐ Non-Federal Entity Proposal/Award/Agreement
- ■ Research & Related Budget (Total Fed + Non-Fed) or REE-454
- ☐ Research & Related Budget or REE-455
- ☐ Prime Award attached (for subrecipients)
- ■ Comments (REE-451, page 2)
- ■ USDA Civil Rights Poster (AD-475-C)
- ■ USDA Civil Rights Policy Statement
- ☐ REE-157 - Research Support Agreement Management Report Template

Reporting Requirements: Submit to: ■ Agency PI ■ ADO ☐ Non-Federal Entity/Federal

Performance Reports and Public Access and USDA PubAg: ☐ Quarterly ☐ Semi-Annual ■ Annual ■ Final

Financial Reports: ☐ Quarterly ☐ Semi-Annual ■ Annual ■ Final

Intellectual/Invention Reports (www.iEdison.gov) ■

Tangible Personal Property Report - Final Report Form SF-428-B ■

RSA Management Reports: ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Final

Applicable Regulations, Terms and Conditions, and Required Certifications
- ☐ 2 CFR Part 200; 2 CFR Chapter IV; USDA GT& C for Federal Awards; REE Grant and Cooperative Agreement Supplemental T& C (REE-453)
- ■ 7 CFR Part 550; USDA GT& C for Federal Awards ; REE Non-Assistance Cooperative Agreement Supplemental T& C (REE-452)
- ☐ USDA GT& C for Mutual Interest Agreements; General Provisions Research Support Agreement (REE-452R)
- ☐ General Provisions, Trust Fund and Reimbursable Cooperative Agreements (REE-22)
- ■ Certification Regarding Lobbying
- ■ REE-26 - Organization Information, Representations, Assurances & Certifications

All Terms, Conditions, Certifications and Reporting Templates can be found at:
https://www.ars.usda.gov/afm/fmad/agreements/partnership-resources-for-cooperators/
https://www.usda.gov/sites/default/files/documents/usda-general-terms-conditions-2025.pdf
https://www.usda.gov/sites/default/files/documents/usda-mia-general-terms-conditions-2025.pdf

This is a R&D Award.

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

Signature	ADO Name	Federal Award Date
	DUSTIN W STINNETT	

By signing this agreement, the signor certifies that they are vested with the authority to enter into this agreement.

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

U.S. DEPARTMENT OF AGRICULTURE - RESEARCH, EDUCATION, AND ECONOMICS
Award Face Sheet

Agreement Number/FAIN: 58-3070-4-049
Type of Action: Amendment 02
Project Number: 3070-13000-015-049S
Accession No.: 447101

Agency Control No.: 66071
BOC: 4500
PO No.: 4500115554
FMMI Vendor Code : 1500000692

Agency Funds Chargeable - Agency Use Only

Account Code	FY	Amount	FMMI Fund Code	Cost Center	WBS Element
601-3070-510	2026	$51,700.00	AR0001BASE	AR30700510	AR.MU.3070.01.0510

Comments:

Amendment 02 provides the following:
1. Additional funding of $51,700 as identified on the Award Face Sheet and in the attached budget.
2. An extension of the Period of Performance end date to 09/30/2027.
3. Incorporates the USDA G&TC and the revised REE-452 as identified on the Award Face Sheet.

A. ORGANIZATION OR INDIVIDUAL AWARDEE INFORMATION

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

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

Are you a State cooperative institution? *(Refer to 7 U.S.C. Ch. 64)* **Yes ____No ____**

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

UEI Number:	**CAGE Code:**	**Tax Identification Number (TIN or EIN):**

Address *(associated with SAM registration, when applicable):*	**Authorized Representative Name and Title:**

Administrative Point of Contact (POC) Name:	**Administrative POC E-mail Address and Phone Number:**

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

B. REPRESENTATIONS

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

C. ASSURANCES

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

https://www.ars.usda.gov/afm/fmad/agreements/partnership-resources-for-cooperators/ , as applicable.

D. CERTIFICATIONS

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

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

Statement of Work

Agreement No.: 58-3070-4-049 **Type of Action:** Amendment 02

Cooperator: OKLAHOMA WATER RESOURCES BOARD **Control No.:** 66071

Objective:

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

Approach:

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

STATEMENT OF MUTUAL INTEREST:

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

THE COOPERATOR AGREES TO:

1. Work closely with ARS in planning and conducting the outlined research.
2. Be responsible and accountable for the performance and conduct of all Cooperator employees assigned to the project ARS does not have authority to supervise Cooperator employees or engage in the employer/employee relationship of the Cooperator
3. Conduct at Cooperator's facilities and elsewhere as appropriate, collaborative research directed toward monitoring and evaluating streams, channels, rivers, and/or reservoirs. Collaborative activities include:

a) Work closely with ARS and U. S. Geological Survey (USGS) in planning and conducting a project to be undertaken which will be the work plan set forth in the Joint Funding Agreement herein referred to as Cooperative Agreement between the USGS and the Oklahoma Water Resources Board (OWRB).
b) The OWRB will collaborate through an additional Cooperative Agreement with USGS to conduct necessary field and analytical work directly related to stream flow monitoring of seven stream sites and reservoir levels in three lakes in the Little Washita River Basin.
c) Provide necessary personnel for planning and execution of this agreement.
d) Responsible and accountable for the performance and conduct of all cooperator employees assigned to the project.
e) Through assistance with the USGS, deploy and maintain by repairing or replacing instrumentation including automated stream gauges and reservoir level sensors.
f) Provide standard operating procedures for the deployed instrumentation.
g) Through OWRB's agreement with USGS, gather data continuously from stream gauges, and reservoir water level sensors; conduct quality assurance (QA) and quality control (QC) data through a standard process; provide a written QA/QC standard operating procedure; manage database and making available for the scientific community, stakeholders and general public.

4. Work closely with USDA-ARS to prepare findings for publication in peer-reviewed journals and presentations at meetings and/or commodity groups.
5. Provide USDA-ARS an annual/semi-annual/quarterly performance report Refer to 7 CFR Part 550, Section 550.52 Reporting Program Performance.
6. Refer to 7 CFR Part 550, Section 550.28 for Publications and Acknowledgment of Support
7. Submit copies of all publications resulting from the research conducted under this cooperative agreement to the ARS Principal investigator (ARS PI). The publications will be entered into the USDA-ARS publication database for cooperative agreement research accountability purposes and to facilitate data distribution and sharing via the world-wide web. The publication information entered into the USDA-ARS publication database will be accessible to the public through the USDA-ARS web site(s), including the name of the Cooperator's Principal Investigator and affiliation.

AGENCY AGREES TO:

1. Work closely with cooperator in planning and conducting the outlined research.
2. Financially support this project and monitor the Recipient's progress through financial and performance reports, as prescribed in the terms and conditions of this award.
3. Collaborate with the Cooperator in planning and conducting the research outlined herein.
4. Conduct research as it relates to project 3070-13000-015-00D.
5. ARS employees are prohibited from engaging in matters related to the Cooperator’s employer/employee relations such as personnel, performance and time management issues. The Cooperator is solely responsible for the administrative supervision of its employees.
6. Collaborate with the Cooperator to prepare findings for publication in peer-reviewed journals and presentations at meetings and/or commodity groups.
7. Obtain and review the annual and final Performance Reports from the Cooperator's Principal Investigator and review the annual and final Financial Status Reports from the Cooperator's accounting office.

MUTUAL AGREEMENTS:

1. The agreement budget is hereby incorporated into the agreement. The awarding agency will reimburse the Cooperator for the costs as budgeted. As evidence of the Cooperator's contribution to this project, the Cooperator will contribute resources as shown in the agreement budget. Cooperators are required to report budget deviations which they automatically invoke, and when applicable request prior approval for budget revisions, per 7 CFR Part 550.116(c).
2. Payments to the Cooperator will be made through: HHS/Payment Management System.
3. Correspondence and documentation submitted by the Cooperator to the Agency PI in reference to this agreement should cite Agreement No. 58-3070-4-049

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

AGREEMENT BUDGET

COOPERATOR: OKLAHOMA WATER RESOURCES BOARD **AGREEMENT NO.:** 58-3070-4-049 **TYPE OF ACTION:** Amendment 02	AGENCY TO REIMBURSE	COOPERATOR CONTRIBUTION(S)
A. Salaries and Wages		
1. Senior/Key Person(s)	$0.00	$5,170.00
2. Other Personnel (Post-Doctoral Associates, Graduate Students, Undergraduate Students)	$0.00	$0.00
3. Support Personnel/Secretarial/Clerical	$0.00	$0.00
Total Salaries and Wages	$0.00	$5,170.00
B. Fringe Benefits (If charged as Direct Costs)	$0.00	$0.00
C. Total Salaries, Wages, and Fringe Benefits (A plus B)	$0.00	$5,170.00
D. Equipment (Provide supporting data; list items and dollar amounts for each item exceeding $10,000)	$0.00	$0.00
E. Materials and Supplies	$0.00	$0.00
F. Travel (List destination and amount for each trip)		
1. Domestic (Include Canada, Mexico, and U.S. Possessions)	$0.00	$0.00
2. Foreign	$0.00	$0.00
G. Publication and Printing Costs	$0.00	$0.00
H. ADP/Computer Services	$0.00	$0.00
I. Subawards	$51,700.00	$0.00
J. All Other Direct Costs (Provide supporting data. List items and dollar amounts for each item.)	$0.00	$5,170.00
K. Total Direct Costs (C through J)	$51,700.00	$10,340.00
L. Indirect Costs (Specify rate and base) Rate : 0.00 % Base : $0.00	$0.00	$0.00
M. Total Costs (K plus L)	$51,700.00	$10,340.00

NOTES:

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

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

AGREEMENT BUDGET JUSTIFICATION FOR 58-3070-4-049

Amendment No. 2

Budget Category	Cost
Subawards	
Subaward by OWRB to USGS for their expertise in instrumentation deployment and data collection from stream gauges.	$51,700.00

ok

Julie Chambers

N/A

n/a

Intergovernmental Agreeme

Signature: Bill Cauthron

Email: bill.cauthron@owrb.ok.gov

Signature: Jessica Billingsley

Email: jessica.billingsley@owrb.ok.gov

Signature: Maegan Filonow

Email: maegan.filonow@owrb.ok.gov

Signature: Julie Chambers

Email: julie.chambers@owrb.ok.gov

Signature: Julie Chambers
Julie Chambers (Sep 1, 2026 10:52:54 CDT)

Email: julie.chambers@owrb.ok.gov

Signature: SN.G
Sara Gibson (Sep 1, 2026 12:00:39 CDT)

Email: sara.gibson@owrb.ok.gov

AGENDA ITEM 3D(10)

MEMORANDUM AGREEMENT

WITH: United States Department of the Interior/U.S. Geological Survey (USGS)

PURPOSE: Joint funding agreement with the USGS Oklahoma/Texas Water Science Center for continued operation and maintenance of monitoring equipment on selected springs, streams, and groundwater wells in the Arbuckle-Simpson aquifer.

AMOUNT: not to exceed $93,200.00

TERM: July 1, 2026 through June 30, 2027

CONTRACTS CHECKLIST

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

Initials

______ Draft approved by Division Chief

______ Jessica Billingsley: Contract amount has been budgeted

MF______ Maegan Filonow: All purchasing requirements have been satisfied

DLW______ All other parties have agreed to the terms of the contract

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

SDG______ Final draft approved by General Counsel

Contact Info for OWRB	Contact info for Contractor
Chris Neel	Mitchell King
3800 N. Classen Blvd	202 NW 66th Street, Building 7
Oklahoma City, OK 73118	Oklahoma City, OK 73116

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.

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 27, 2026

Mr. Derrick Wagner
Oklahoma Water Resources Board
3800 N. Classen Blvd
Oklahoma City, OK 73118

Dear Mr. Wagner:

Enclosed is our standard joint-funding agreement 26SJJFAOK002040 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 $93,200 from your agency. U.S. Geological Survey contributions for this agreement are $0 for a combined total of $93,200. 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 Shana Mashburn at (405) 664-6557 or email shanam@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
26SJJFAOK002040

Proposed Cooperative Program

Between

Oklahoma Water Resources Board

and the

U.S. Geological Survey

Program Description:

The proposed program is for the continued collection of streamflow data, spring-flow data, and the collection of groundwater-level data in the Arbuckle-Simpson aquifer to continue to monitor changing hydrologic conditions in the aquifer.

The following table describes station costs and related data collection activities for the period July 1, 2026 through June 30, 2027:

Station No.	Station Name	Beginning of Record	Total
	Streamgages		
07334428	Delaware Cr Blw Del Cr Site 9 RSVR nr Bromide, OK	10/10/2019	$16,800
07332340	Little West Blue Creek Nr Connerville, OK	04/10/2024	$16,800
07332335	Blue River Abv Little W Blue Ck Nr Connerville, OK	04/10/2024	$16,800
	Spring Gage		
07332389	Unnamed Spring at Blue River nr Connerville, OK	01/04/1977	$10,800
	Groundwater Wells		
342619096411001	01S-06E-28 CBD 1 ARB06	08/27/2019	$5,000
342837096560801	01S-03E-13 AAB 1 SIMP04	06/16/1981	$5,000
343248096455101	01N-05E-22 ABC 1 ARB11	12/18/2019	$5,000
343445096494301	01N-04E-01 DDD 2 ARB01	07/16/2019	$7,000
343531096403801	01N-06E-04 ABB 2 ARB04	08/14/2019	$5,000
343534096453701	01N-05E-03 ABB 2 ARB10	12/02/1976	$5,000
Annual Monitoring Cost			$93,200

Form 9-1366
(May 2018)

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

Customer #: 6000000284
Agreement #: 26SJJFAOK002040
Project #: SJ00TV6
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) $0 by the party of the first part during the period July 1, 2026 to June 30, 2027

(b) $93,200 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).

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:	Shana Mashburn Hydrologist
Address:	202 NW 66th Street Oklahoma City, OK 73116
Telephone:	(405) 664-6557
Fax:	(n/a)
Email:	shanam@usgs.gov

Customer Technical Point of Contact

Name:	Derrick Wagner
Address:	3800 N. Classen Blvd Oklahoma City, OK 73118
Telephone:	(405) 530-8800
Fax:	(n/a)
Email:	Derrick.Wagner@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

Signature

By MEGHAN ROUSSEL Digitally signed by MEGHAN ROUSSEL Date: 2026.04.27 15:10:05 -05'00'

Name: Meghan Roussel
Title: Acting Director

Oklahoma Water Resources Board

Signatures

By____________________**Date:** ________
Name:
Title:

By____________________**Date:** ________
Name:
Title:

By____________________**Date:** ________
Name:
Title:

Signature: Derrick Wagner (Aug 19, 2026 11:55:18 CDT)
Email: Derrick.wagner@owrb.ok.gov

Signature: Jessica Billingsley
Email: jessica.billingsley@owrb.ok.gov

Signature: Sara Gibson (Aug 24, 2026 10:44:15 CDT)
Email: sara.gibson@owrb.ok.gov

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

Signature: Maegan Filonow
Email: maegan.filonow@owrb.ok.gov

USGS Arbuckle Simpson Monitoring 2027

Final Audit Report 2026-08-24

Created:	2026-08-19
By:	Derrick Wagner (Derrick.wagner@owrb.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPd5tLPs5E41LC0JPm2BDIJftk_y_MI67

"USGS Arbuckle Simpson Monitoring 2027" History

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Document e-signed by Jessica Billingsley (jessica.billingsley@owrb.ok.gov)

Signature Date: 2026-08-19 - 6:03:28 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

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Signature Date: 2026-08-19 - 6:55:28 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

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

Signature Date: 2026-08-24 - 3:44:15 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

Agreement completed.

2026-08-24 - 3:44:15 PM GMT

AGENDA ITEM 3D(11)

AMENDED AGREEMENT

WITH: United States Department of the Interior/U.S. Geological Survey (USGS)

PURPOSE: Modification to amend the joint funding agreement with the USGS Oklahoma/Texas Water Science Center for the Ogallala aquifer groundwater model project to add USGS funds to the agreement.

AMOUNT: not to exceed $237,020.00

CONTRACTS CHECKLIST

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

Initials

_____ Draft approved by Division Chief

_____ Jessica Billingsley: Contract amount has been budgeted

AP_____ Anil Pillai: All purchasing requirements have been satisfied

DLW_____ All other parties have agreed to the terms of the contract

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

SDG_____ Final draft approved by General Counsel

Contact Info for OWRB _

Chris Neel

3800 N. Classen Blvd_ Oklahoma City, OK 73118

Contact info for Contractor

Mitchell King

202 NW. 66th St.

Oklahoma City, OK, 73116

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.

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

June 23, 2026

Derrick Wagner
Oklahoma Water Resources Board
3800 N. Classen Blvd.
Oklahoma City, OK 73118

Mr. Wagner:

Enclosed is a signed copy of Amendment 1 to amend our standard joint funding agreeement 25SJJFAOK002020 for the Ogallala aquifer modeling project.

The purpose of this amendment is to add an additional $117,020 in USGS funds to the agreement. There is no change to the contributions from the Oklahoma Water Resources Board. The amounts for this agreement are now $237,020 in USGS funding and $612,100 in Oklahoma Water Resources Board funding, for a total of $849,120. The period of performance for the agreement remains unchanged.

Indicate your acceptance of this amendment by signing the enclosed document and returning a copy by July 1, 2026 to Mitchell King at GS-W-OT_OTFM@usgs.gov.

Please contact Shana Mashburn at (405) 664-6557 or email shanam@usgs.gov to make alternative arrangements.

Sincerely,

Meghan C Roussel

Meghan Roussel
Acting Director

Enclosure
25SJJFAOK002020 – 1

25SJJFAOK002020
6000000284
TIN: 73-6017987
Amendment No. 1

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
AMENDMENT OF JOINT FUNDING AGREEMENT
FOR
WATER RESOURCES INVESTIGATIONS

Fixed Cost Agreement
Yes X **No** ___

This amendment is for the agreement dated March 1, 2025 .

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 with the Oklahoma Texas Water Science Center to add additional USGS funds to the agreement. herein called the program.

2. Paragraph 2a of the agreement is hereby X increased/ ___ decreased by $ ***117,020*** to read as follows:

   (a) $ 237,020 by the party of the first part during the period March 1, 2025 to September 30, 2028 .

   Paragraph 2b of the agreement is hereby ___ increased/ ___ decreased by $ ***unchanged***

   (b) $ 612,100 by the party of the second part during the period March 1, 2025 to September 30, 2028 .

Billing for this agreement will be rendered **quarterly** . Payments of bills are due within 60 days after billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)

UNITED STATES
DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

by MEGHAN ROUSSEL Digitally signed by MEGHAN ROUSSEL Date: 2026.06.22 08:33:23 -05'00'
(Signature)

Meghan C. Roussel
(Name)

Acting Director
(Title)

Date ______________

Oklahoma Water Resources Board
3800 N. Classen Blvd
Oklahoma City, OK 73118

by ______________
(Signature)

____
(Name)

____
(Title)

Date ______________

A PROPOSAL SUBMITTED TO: the Oklahoma Water Resources Board

Groundwater availability and projected groundwater-level changes in the Ogallala aquifer, northwestern Oklahoma, 1940–2024

by Adam Trevisan, Amy Morris, and Shana Mashburn [USGS Oklahoma-Texas Water Science Center]

Modification May 2026 - page 18

U.S. Department of the Interior
U.S. Geological Survey

Background

The Ogallala aquifer in the panhandle and northwest regions of Oklahoma (fig. 1) is the most pumped aquifer in Oklahoma. Irrigation is the primary user of groundwater withdrawals, but minor amounts of groundwater withdrawals are used for livestock, municipal, and domestic supply (Oklahoma Water Resources Board [OWRB], 2012a,b). The Oklahoma part of the Ogallala aquifer underlies approximately 4,275,122 acres and is composed of loosely consolidated layers of sand, silt, clay, and gravel from the late Tertiary period. The Ogallala aquifer is part of the larger High Plains aquifer system, which spans eight states in the central United States (fig. 1). The study area for this proposed investigation was defined by the outcrop of the Ogallala Formation, the geologic unit that contains the Ogallala aquifer, in Beaver, Beckham, Cimarron, Dewey, Ellis, Harper, Roger Mills, Woods, and Woodward Counties and is based on the study area from Luckey and Becker (1999).

High-capacity groundwater wells tapping into this aquifer commonly yield between 500 and 1,000 gallons per minute (gpm), with some producing up to 2,000 gpm. Groundwater withdrawn from the Ogallala aquifer for irrigation purposes greatly increased after the development of center-pivot irrigation in 1946 (Gutentag and others, 1984). Since 1945, groundwater levels and streamflows in the region have steadily declined (McGuire and Strautch, 2024). The Oklahoma Panhandle region relies on the Ogallala aquifer for 98 percent of its water supply and water demand in the region is expected to increase through 2060 (OWRB, 2012a,b). Groundwater levels in the Ogallala aquifer are projected to decrease more than those of any other aquifer within Oklahoma through 2060 (OWRB, 2012a,b). Groundwater withdrawals does not require metering in Oklahoma; thus, reported groundwater withdrawals may not be as accurate as it could be if it were metered. Groundwater withdrawn for irrigation purposes (the primary use for the Ogallala aquifer) could be estimated by various other methods (Brookfield and others, 2023). The Oklahoma Water Resources Board (OWRB) is responsible for regulating groundwater withdrawals from the State’s aquifers. On March 12, 2002, the OWRB issued a final order establishing the Maximum Annual Yield (MAY) and Equal Proportionate Share (EPS) withdrawal rates for the Ogallala aquifer. EPS values were set at 2.0 acre-feet per acre per year for the panhandle region and 1.4 acre-feet per acre per year for the northwest region of the Ogallala aquifer (fig. 1) in Oklahoma, based in part on a hydrologic investigation by Luckey and Becker (1999).

Many groundwater availability studies using numerical groundwater-flow modeling have been conducted in the Ogallala aquifer (Luckey and Becker, 1999; Blandford and others, 2003; Deeds and others, 2015; Davis and others, 2015; Peterson and others, 2016; Peterson and others, 2020; Felfelani and others, 2024). Most of these studies were conducted in the part of the Ogallala aquifer north of the study area. The part of the Ogallala aquifer proposed for this study (fig. 1) has different hydraulic properties compared to the part of the Ogallala aquifer to the north (Gutentag and others, 1984). The studies conducted by Luckey and Becker (1999), Blandford and others (2003), and Deeds and others (2015) were the only studies (three of the seven listed) that simulated groundwater flow in the Ogallala aquifer within Oklahoma.

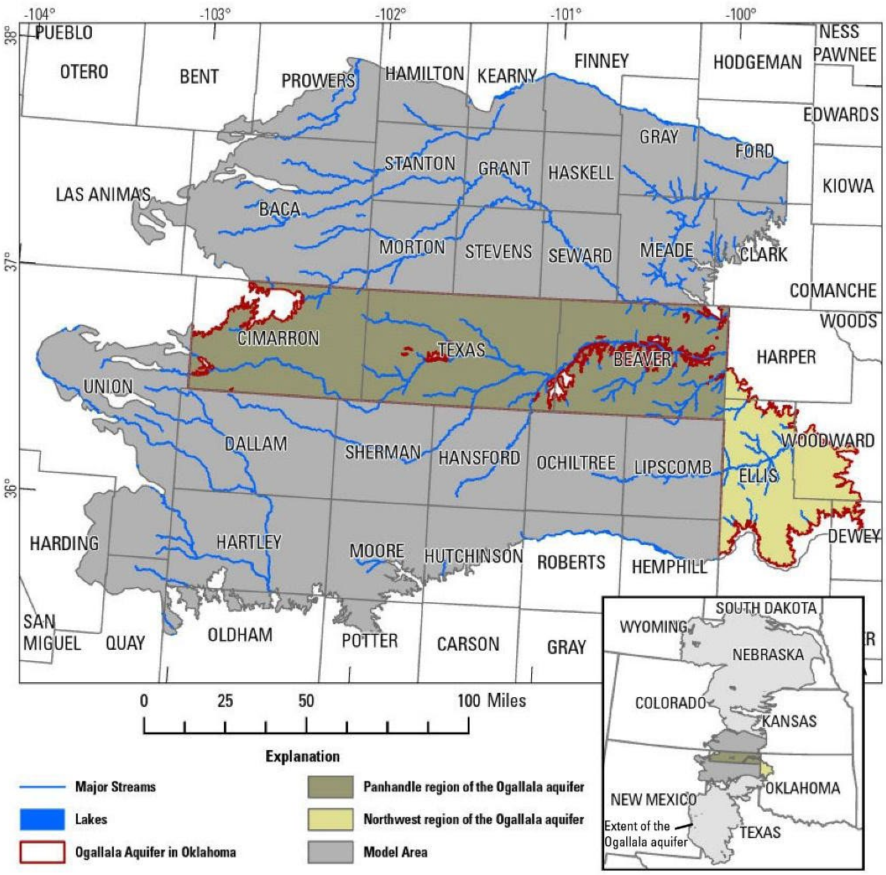

Figure 1. Map depicting the panhandle and northwest regions of the Ogallala aquifer in Oklahoma and the model area for the proposed numerical groundwater-flow model, Colorado, Kansas, New Mexico, Oklahoma, and Texas (modified from Luckey and Becker, 1999). Lighter-shaded grey areas are parts of the Ogallala aquifer not in the proposed model area.

Problem

More than 25 years have elapsed since Luckey and Becker (1999) completed the previous hydrologic investigation and numerical groundwater-flow model on which the OWRB's MAY and EPS values were partly based. Current (2025) groundwater storage in the aquifer has likely decreased since 1999 because annual groundwater withdrawals often exceed annual recharge to the aquifer (Luckey and Becker, 1999).

Objectives and Scope

The objectives of the proposed study are to construct and calibrate a Soil-Water-Balance (SWB) model and a regional numerical groundwater-flow model (hereinafter referred to as "groundwater-flow model") of the Ogallala aquifer for the purposes of (1) assessing groundwater availability, (2) quantifying decreases in groundwater-levels and storage, and (3) improving estimates of groundwater withdrawals for irrigation by using previously reported methods (Brookfield and others, 2023). Remote sensing methods will be used to estimate irrigation withdrawals for input to the SWB and groundwater-flow models. The OWRB will provide the estimates of groundwater withdrawals for irrigation. The methodology and data from the irrigation withdrawal estimates will be published in a USGS Scientific Investigations Report (SIR) and a model application data release on USGS ScienceBase, respectively. The groundwater-flow model simulations will commence in 1940 (when few groundwater wells were drilled in the Ogallala aquifer) and continue to the end of 2024 (Luckey and Becker, 1999). Although the simulated period will span 1940–2024, the primary focus of the project will be the 1980–2024 recent period. The geographic scope of the groundwater-flow model will be the Ogallala aquifer in Colorado, Kansas, New Mexico, Oklahoma, and Texas ("model area" in fig. 1). The model area (fig. 1) was based on that of Luckey and Becker (1999). The model area was constructed to reduce the effects of groundwater flow within Oklahoma from specified groundwater-head boundaries along the model area boundaries when simulating groundwater flow. The focus of the project and report will be on the Oklahoma part of the Ogallala aquifer.

Approach

The proposed modeling will be a cooperative project between the OWRB and USGS. The tasks for completing this project are as follows: (1) construct a conceptual groundwater-flow model for the Ogallala aquifer in Oklahoma extended from Morris and others (in press), (2) estimate groundwater withdrawals using various methods, (3) construct a steady-state model to represent average conditions during the period modeled, (4) construct a transient model to represent conditions for the period from 1980-2024, (5) build and run predictive scenarios, and (6) publish a model archive data release on ScienceBase (https://www.sciencebase.gov/catalog/) a USGS SIR, and a USGS Fact Sheet to summarize the results from the project.

Task 1: Construction of Conceptual Groundwater Flow Model

A conceptual groundwater-flow model (herein referred to as "conceptual model") will be developed for the entire study area and the Oklahoma part of the study area for the early development period (1940–1949) and the recent period (1980–2024). The period from 1950– 1979 will not be included in the conceptual model but will hereinafter be referred to as the "transition period." A conceptual model is a water budget of the inflows and outflows from an aquifer. The major groundwater-flow components of the conceptual model for the Ogallala aquifer are (1) groundwater withdrawals, (2) lateral groundwater flows between the other parts of the Ogallala aquifer outside of the study area, (3) changes in groundwater storage, (4) groundwater recharge and saturated-zone evapotranspiration, (5) groundwater flows to streams or streamflows to the aquifer, and (6) irrigation return flow (Luckey and Becker, 1999).

Groundwater Withdrawals

Reported groundwater withdrawal data from the OWRB, Texas Water Development Board (TWDB), Kansas Geological Survey, the Colorado Department of Natural Resources, and the New Mexico Environment Department will be used to construct water use. The USGS provides county-level water use estimates since 1985 in 5-year increments (USGS, 2019). These data will be used to help verify the other sources of groundwater withdrawals.

Lateral Groundwater Flows and Changes in Groundwater Storage

Lateral groundwater flows for the Ogallala aquifer will be estimated by using Darcy's Law (groundwater flow is equal to the product of hydraulic conductivity, hydraulic gradient, and the cross-sectional area of saturated thickness perpendicular to groundwater flow; Heath, 1984) based on hydrologic gradients and saturated thicknesses estimated from potentiometric surface maps (Luckey and others, 1981; Luckey and Becker, 1999; McGuire, 2009, 2014, 2017; McGuire and Strauch, 2024; Morris and others, in press) and estimated hydrologic properties of the aquifer (Gutentag and others, 1984; Luckey and Becker, 1999; Deeds and others, 2015; Davis and others, 2015; Peterson and others, 2016, 2020). Changes in groundwater storage have been previously estimated by various studies (Luckey and others, 1981; Luckey and Becker, 1999; McGuire, 2009, 2014, 2017; McGuire and Strauch, 2024; Morris and others, in press). These will be compiled to estimate groundwater storage for the conceptual model.

Groundwater Recharge and Saturated-Zone Evapotranspiration

Groundwater recharge and saturated-zone evapotranspiration will be estimated using the Soil-Water Balance (SWB; version 2; Westenbroek and others, 2018) model that simulates net infiltration (groundwater recharge) at daily time scales. The SWB model requires several inputs for the simulation (1) land use, (2) precipitation, (3) minimum and maximum temperatures, (4) soil-water storage capacity, (5) hydrologic soil group, (6) hydrologic curve number, and (6) land-surface gradient. Two SWB models will be developed for (1) the early development and transition periods (1940–79) and (2) for the recent period (1980–2024). Land use will be acquired from the National Land Cover Database (Multi-Resolution Land Characteristics Consortium, 2025). Precipitation data and daily minimum and maximum temperature data will be acquired from the Daymet database (Thornton and others, 2020) forF the recent 1980–2024 period and from Global Historical Climatology Network (GHCN) climate stations for the early development and transition periods (1940–79; Menne and others, 2012). GHCN contains 19 climate stations with at least 75 percent temporal coverage for the early development and transition periods (1940–79) within the study area (Menne and others, 2012). GHCN and Daymet data for 1980–2024 will be validated by comparing GHCN to Daymet data for overlapping time periods. Soil-water storage capacity, hydrologic soil group, hydrologic curve number will be acquired from the Gridded Soil Survey Geographic (GSSURGO) database (U.S. Department of Agriculture, 2025). The GSSURGO data products are derived from land-use products. Land use data will be compared against soil-water storage capacity, hydrologic soil group, and hydrologic curve number to verify that the land use data set aligns with those data from GSSURGO (for example, with surface water bodies). Land-surface gradients will be calculated based on a one-third arc second digital elevation model (USGS, 2025). An additional year for 1939 may be simulated as a "spin-up" period to improve the initial conditions of 1940. Calibration of the SWB model for the recent period (1980–2024) will be similar to the methods of Nielsen and Westenbroek (2023). The SWB model for the recent period (1980–2024) will be calibrated by using observation targets of evapotranspiration data, runoff data, and potentially estimates of irrigation if suitable for the SWB models. The calibrated parameters from the SWB model for the recent period (1980–2024) will be used for the SWB model of the early development and transition periods

(1940–79) because there are few observation targets available during 1940–79, and the focus of the report is the recent 1980–2024 period.

Flows between Streams and the Ogallala Aquifer

Flows between streams and the Ogallala aquifer will be estimated using available streamflow data. Most streams within the study area began to go dry (in terms of base flows) during the transition period (1950–79) and have remained mostly dry throughout the recent period (1980–2024) and this component of the conceptual model is likely small except for early development conditions (Luckey and Becker, 1999). The process of estimating net flows between the streams and the Ogallala Aquifer consists of estimating base flows by hydrograph separation (Wahl and Wahl, 1995) and scaling base flows to the area of watershed covering the study area for each streamgage (Trevisan and others, 2024). The base flows at each streamgage represent the net flows between streams and the Ogallala aquifer. Streamflows will be acquired from USGS streamgages (USGS, 2024) and hydrograph separation will be conducted by using the USGS Hydrologic Toolbox (Barlow and others, 2022) and the base-flow index method (Wahl and Wahl, 1995).

Irrigation Return Flows

Estimating irrigation return flows will consist of two methods. The first method is a water budget approach (Brookfield and others, 2023). Irrigation return flow will be estimated to balance the conceptual model based on the sum of the other components. The second method will be to estimate irrigation groundwater withdrawals based on remotely sensed data (Brookfield and others, 2023) and based on reported groundwater withdrawals. The methodology for estimating irrigation groundwater withdrawals is described in the following section. The estimates of irrigation will be scaled by estimates of crop efficiency to estimate irrigation return flows (Luckey and Becker, 1999; Blandford and others, 2003). These two approaches will be used for verification and to help refine the other water budget components that may have been overestimated or underestimated by balancing the conceptual model water budget.

Task 2: Estimate Groundwater Withdrawals Using Various Methods

Groundwater withdrawals are largely unmetered in Oklahoma, and the OWRB requires self-reporting of groundwater withdrawals by permit holders. Thus, reported groundwater withdrawals in the Oklahoma part of the Ogallala aquifer is likely highly uncertain. Various methodologies will be explored to improve irrigation withdrawal estimates determined from self-reported groundwater withdrawals (Brookfield and others, 2023), such as using water balance approaches, spatio-temporal remotely-sensed datasets, and crop type and crop characteristics. A water-budget approach by using remotely-sensed datasets will most likely be used. Previous studies have estimated groundwater withdrawals for irrigation purposes from the Ogallala aquifer by using remotely-sensed datasets (Deines and others, 2021; Filippelli and others, 2022; Zipper and others, 2024). Estimating irrigation from remotely-sensed data products generally consists of finding the difference between annual evapotranspiration and annual precipitation over the areal extent of irrigated lands (Brookfield and others, 2023).

Tasks 3 and 4 Steady-State and Transient Groundwater-Flow Modeling

The groundwater-flow model will be simulated by using the MODFLOW 6 software (Hughes and others, 2017; Langevin and others, 2017). Several packages are necessary to simulate groundwater flow into and out of the Ogallala aquifer along its boundaries. The base of the Ogallala aquifer has been delineated by Morris and others (in press) for Oklahoma. For those parts of the Ogallala aquifer outside of Oklahoma, the base of aquifer will be derived from what has been used in previous studies (Cederstrand and Becker, 1998; Deeds and others, 2015). The Recharge (RCH) and Evapotranspiration packages will be used to simulate recharge and saturated-zone evapotranspiration (EVT), respectively (Langevin and others, 2017). Groundwater levels in the Ogallala aquifer are often much less than ground surface and saturated-zone evapotranspiration may be minimal component of the conceptual model (Luckey and Becker, 1999). Saturated-zone evapotranspiration might not be simulated if it is a negligible part of the conceptual model because the EVT package has a high computational burden. The Agricultural package which connects water from a source (for example, a groundwater well used to extract water for irrigation) to a sink (an area of the model to which the irrigation was applied) will be used to simulate irrigation if necessary to represent irrigation and irrigation return flow (Larsen and others, 2023). Alternatively, irrigation return flows can be added by the RCH package to cells containing irrigated lands or irrigation groundwater withdrawals can be reduced by the amount of irrigation return flow (Deeds and others, 2015). The Well (WEL) package will be used to simulate groundwater withdrawals (Langevin and others, 2017). The Streamflow Routing (SFR) package will be used to simulate flow between the aquifer and the streams (Langevin and others, 2017). Lateral groundwater flows between the other parts of the Ogallala aquifer outside of the study area (fig. 1) will be simulated by using either the General Head Boundary (GHB) or the Time-Variant Specified Head (CHD) packages depending on the characteristics of the lateral-flow boundary (Langevin and others, 2017).

Most previously published groundwater-flow models of the Ogallala aquifer used a single layer to simulate groundwater flow (Luckey and Becker, 1999; Davis and others, 2015; Peterson and others, 2016, 2020). Thus, a single model layer would likely be used. More layers would be added if sufficient data are available to distinguish areas of the aquifer where vertical hydrologic conductivity differences are substantial or to create an artificial layer that represents the bottoms of each well to simulate groundwater withdrawals more realistically. A single layer for the groundwater-flow model would most likely be more stable, particularly for simulating the maximum annual yield scenario.

Based on the extent of the study area (fig. 1), a single layer model with 2,000 ft by 2,000 ft square cells would equate to about 200,000 active cells. Cell sizes equal to or less than 2,000 ft by 2,000 ft would likely be used. This cell size was selected based on the anticipated computational burden and the complexity of the aquifer. For comparison, cell sizes of 6,000 ft by 6,000 ft cell size (Luckey and Becker, 1999), 1,640 ft by 1,640 ft (Davis and others, 2015), and 3,281 ft by 3,281 ft (Peterson and others, 2016, 2020) were used to simulate groundwater flow in the Ogallala aquifer for studies at similar, regional scales to this proposed study. If much smaller cell sizes (500 ft by 500 ft, for example) were necessary to represent the complexity of the aquifer in Oklahoma, a nested, rectangular unstructured grid (Langevin and others, 2017) would be used to construct a smaller cell size within Oklahoma and a larger cell size outside of Oklahoma to limit the computation burden and because the focus of the study is on the Oklahoma part of the Ogallala aquifer. A cell size of 500 ft by 500 ft would equate to about 1,000,000 active cells for the Oklahoma part of the Ogallala aquifer.

Although the recent (1980–2024) conditions of the aquifer are of primary concern, the recent conditions of the aquifer are much different than early development conditions (Luckey and Becker, 1999). The groundwater-flow model will start with an early development period (1940-49) when few groundwater wells were drilled in the Ogallala aquifer. A transition period (1950–79) will be used to establish appropriate starting conditions for the recent period (1980–2024). The numerical groundwater-flow model will be temporally discretized into monthly stress periods from 1980 to 2024, however annual to decadal stress periods may be used for the combined early development and transition periods (1940–79) to reduce simulation times and due to limited historical data available for observations. Streams within the Oklahoma parts of the Ogallala aquifer are mostly dry and therefore groundwater altitudes will be used as calibration targets for the numerical groundwater-flow model. There are currently 105,030 groundwater-level measurements made from 1940–2024 at 9,277 groundwater wells within the proposed model area (fig. 1) in the National Water Information System (NWIS; USGS, 2024). There are approximately 14,853 groundwater-level measurements made from 1940–2024 at 756 groundwater wells in the OWRB groundwater level database within the study area (OWRB, 2024). Some OWRB measurements may be in the USGS NWIS database, so duplicated measurements will be identified and removed. Base-flow observations also will be used for calibration targets during the early development and transition periods.

The groundwater-flow model will be manually and automatically calibrated. Manual calibration is the process whereby the user adjusts model parameters to better match calibration targets but also to reduce structural noise (noise associated with simplifying and gridding realistic conditions) and improve solver stability. Automated calibration is the process of using software to adjust parameters to better match calibration targets. The parameter estimation software PEST++ (White and others, 2020) will be used to conduct automated calibration. The PEST++ software iteratively adjusts model parameters and runs the simulation to improve the objective function or the sum of squared residuals between the simulated outputs and the observed values. Model parameters that may be estimated include recharge, evapotranspiration, horizontal and vertical hydraulic conductivity, specific yield, and specific storage.

Task 5: Predictive Scenarios

Three types of predictive scenarios will be conducted by using the calibrated groundwater-flow model:

(1) estimate the EPS-withdrawal rates for a 20-, 40-, and 50-year life of the aquifer based on the constraints described in Oklahoma Water Law (Oklahoma Statute § 82-1020.5 [Oklahoma State Legislature, 2023])
(2) estimate changes in storage under a hypothetical 10-year drought scenario
(3) project various groundwater-withdrawal rates and various climatic conditions to estimate the amount of time that those projected groundwater-withdrawal rates could be sustained

The EPS-withdrawal rate and 10-year drought scenarios (scenarios 1 and 2; respectively) will be conducted similarly to those scenarios in previous studies (Rogers and others, 2023; Trevisan and others, 2024). The projected groundwater-withdrawal scenario (scenario 3) will use the most recent (2024) groundwater withdrawal data with scale factors to estimate the length of time that projected groundwater withdrawals could be sustained in the aquifer. The data will likely be presented graphically and spatially on maps.

Task 6: Publication of USGS Products

A model archive data release on ScienceBase (https://www.sciencebase.gov/catalog/), a USGS SIR, and a USGS Fact Sheet will be published to summarize the results from the project. Refer to the "Deliverables" section for additional details related to the publication process and what will be included in each of the publications.

Quality Assurance Plan

The proposed project will be conducted and reviewed according to USGS Fundamental Science Practices (Fundamental Science Practices Advisory Committee, 2011). The groundwater-flow model, SWB models, and associated data will be quality peer reviewed for release and archived in the USGS Oklahoma Water Science Center model archives according to the Office of Groundwater Technical Memoranda 2015.02 and 2016.02. The results of the study will be published in a USGS Scientific Investigations Report SIR.

Input data for construction of the conceptual model will be validated by comparing multiple data sources or methodologies where feasible (see those specific analyses in task 1 of the *Approach* section for details). Additionally, the budget terms of the conceptual model will be compared to previously published conceptual models (Luckey and Becker, 1999) to ensure that the budget terms are reasonable. The SWB models will be calibrated by using observation targets of evapotranspiration data, runoff data, and potentially estimates of irrigation if suitable for the SWB models.

The inputs to the groundwater-flow model are often the same as those used to construct the conceptual model. During calibration, groundwater-flow model parameter values are adjusted to better match observation targets; this is done because the input parameters are largely uncertain and the specified range of parameter values are often based on few measurements that do not span the entirety of the studied aquifer. Starting parameter values and the range of valid parameter values for calibration will be determined based on previous studies (Gutentag and others, 1984; Luckey and Becker, 1999; Deeds and others, 2015; Davis and others, 2015; Peterson and others, 2016, 2020). Groundwater-flow model parameters adjusted during calibration will be groundwater recharge, saturated-zone evapotranspiration, stream characteristics, lateral-flow boundary characteristics (altitude and conductance), and hydrologic properties (hydrologic conductivity and specific yield). Observation targets for the groundwater flow model will be groundwater level measurements and base flows. Groundwater level measurements will be checked for spatial consistency to remove data that may be caused by perched aquifer or similar conditions that are not representative of the aquifer or possible to simulated in the groundwater-flow model. Groundwater-level measurements will also be checked against location data to ensure that the geographic coordinates supplied with those data match the county described in the water measurement data and with the location and county well log from the well in which the water-level measurement was made. Further assessment of the location of a well can be made based on the address supplied in the well log. Adjustments to groundwater level locations will be made based on those supplied in the well log if location discrepancies occur. Hydrograph separation will be done to estimate base flows for observation targets. During hydrograph separation, user-defined parameters are set to control how base flows are estimated. The procedure for estimating base flows consists of adjusting these user-defined parameters and monitoring the estimated base flows. Base flows are considered acceptable when long-term mean base flows (over the period analyzed) have stabilized when increasing user-defined parameters (Wahl and Wahl, 1995).

Methods to assess uncertainty and sensitivity for the groundwater-flow model will follow those described in White and others (2020) for the PEST++ Iterative Ensemble Smoother (IES). The PEST++ IES software optimally minimizes the sum of squared residuals by focusing on adjusting parameters that affect observations the most. Thus, fewer simulations need to be conducted compared to other types of automated calibration. PEST++ IES can estimate uncertainty by Bayes' Theorem; this process consists of a pre-calculated probability distribution that is updated through the calibration process by running a large number of simulations with various combinations of model parameters (White, 2018; White and others, 2020). Thus, uncertainties are reduced during calibration and quantified for forecasted observations.

A sensitivity analysis will also be conducted by using PEST++. One method of sensitivity analysis consists of filling the Jacobian Matrix (the change in an observation divided by the change in a parameter) by adjusting each parameter individually, simulating the groundwater-flow model, and assessing the change in observations. Alternatively, a global sensitivity method could be applied by using the Method of Morris (Morris, 1991) implemented in the PEST++ SEN software (White and others, 2020). This global sensitivity method adjusts parameters together instead of individually. Thus, the effects that adjusting multiple parameters together have on observations can be assessed in the sensitivity (White and others, 2020). Sensitivity analyses will be used to remove parameters from automated calibration that have minimal effect on observations to improve calibration by focusing on the parameters that most greatly affect outputs and to avoid overfitting parameters when minimizing the sum of squared residuals. Sensitivity analysis will help limit overfitting of model parameter values during automated calibration. During automated calibration, statistical analysis of supplied parameter inputs and parameter bounds. The "prior-data conflicts" are observations that cannot be completely matched based on the supplied parameter bounds (White and others, 2020). Prior-data conflicts will be assessed for the groundwater-flow model to reduce or eliminate and conflicts. Uncertainty analysis will be used to assess the accuracy of the predictive scenarios described in White and others (2020). After calibration, simulated groundwater-flow budget components will be compared to those of the conceptual models to ensure that the calibrated outputs from the groundwater-flow model were realistic.

Relevance and Benefits

The proposed investigation will provide improved understanding of the groundwater availability in the highly water-stressed Ogallala aquifer. This improved understanding could help local and State water-resource planning and management agencies protect water supplies and avoid future legal disputes over water rights. The proposed project would support the OWRB for establishing MAY and EPS. This improved understanding could help local and State water-resource planning and management agencies conserve water supplies. The content of the proposed project is consistent with and supports the U.S. Geological Survey (USGS) Bureau Science Strategy - A Water Census of the United States: Quantifying, Forecasting, and Securing Freshwater for America's Future in USGS Circular 1309: Facing Tomorrow's Challenges—U.S. Geological Survey Science in the Decade 2020-2030 (USGS, 2021).

Deliverables

The results and interpretations will be published in a USGS SIR. The SIR will contain county maps and graphs of projected changes in future groundwater levels and a comparison of the estimated irrigation groundwater withdrawals based on remotely-sensed data relative to the reported irrigation groundwater withdrawals. Estimates of irrigation groundwater withdrawals from remotely-sensed data will be provided by the OWRB and published in the SIR. An additional USGS Fact Sheet will be published that highlights the major findings of the report. The data supporting those results and interpretations including the data provided by the OWRB will be archived and made public in a USGS data release. The reported groundwater withdrawals data provided by the OWRB will be spatially and temporally aggregated for publication in the data release such that sensitive public-supply well locations and personal-identifying information are not released to the public. The data release will include a calibrated SWB model for the recent period (1980–2024), an SWB model of the combined early development and transition periods (1940–79), a calibrated MODFLOW 6 numerical groundwater-flow model, and supporting datasets and scripts to construct and simulate the models. Quarterly progress reports will be provided to the OWRB and meetings will be held as necessary to discuss project tasks and progress.

Timeline and Budget

The project will take 3.5 years or 14 quarters to complete upon initiation of the joint funding agreement. The project budget total is $732,100.

Table 1. Proposed work plan schedule, contingent on completed joint funding agreement by February 2025.

Calendar Year	**2025**			**2026**				**2027**				**2028**		
Federal Fiscal Year	**2025**		**2026**				**2027**				**2028**			
Quarters – Federal Fiscal Year	3	4	1	2	3	4	1	2	3	4	1	2	3	4
State Fiscal Year	**2025**	**2026**				**2027**				**2028**				**2029**
Quarters – State Fiscal Year	4	1	2	3	4	1	2	3	4	1	2	3	4	1
Task 1: Construct conceptual groundwater-flow models	X	X	X	X										
Task 2: Estimate irrigation groundwater withdrawals via remotely-sensed data		X	X	X										
Task 3: Construct and calibrate steady – state model			X	X	X	X	X							
Task 4: Construct and calibrate transient model					X	X	X	X						
Task 5: Build and run predictive scenarios					X	X	X	X	X					
Task 6: Documentation, review, and publication of USGS SIR and Fact Sheet products and associated model archive.					X	X	X	X	X	X	X	X	X	X

Table 2. Proposed project cost contingent on securing funding by February 2025.

Budget Summary	FY25	FY26	FY27	FY28	Total
Labor	$189,100	$197,800	$230,700	$112,500	
Conference	$1,000	--	$1,000	--	
TOTAL	$190,100	$197,800	$231,700	$112,500	$732,100
USGS Funding	$30,000	$40,000	$40,000	$10,000	$120,000
OWRB Funding	$160,100	$157,800	$191,700	$102,500	$612,100

Personnel

A GS-12 hydrologist, Adam Trevisan, will be the project chief, technical point of contact, and modeler for the project. A GS-7 hydrologist, Jared Rossi, will assist the project chief with data analysis and modeling tasks. Report and data release reviews (in addition to required peer reviews) will be performed by members of the USGS Oklahoma–Texas Water Science Center Science and Quality Assurance Branch.

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Data Management Plan

The proposed investigation will follow the guidelines and requirements described in the Office of Groundwater Technical Memorandum 2016.02 (https://water.usgs.gov/admin/memo/GW/gw2016.02.pdf) for model archiving. Additionally, the model archive will conform to the USGS Public Access Plan and will be distributed online as a data release concurrent with the release of the interpretive final report.

Job Hazards Analysis

Short Project Title: Ogallala Modeling Project **Project Chief or Proposal Author**: Adam Trevisan	
×	**Safety Concerns**

1. ✕	Ergonomics, carpal tunnel syndrome

Box no.	For each numbered box checked on the previous page, briefly: A. Describe the safety concern as it relates to this project. B. Describe how this safety concern will be addressed. Include training, safety equipment and other actions that will be required. C. Estimate costs.
1.	Tasks include working on a computer for extended periods of time

Copy of JHA given to local Collateral Duty Safety Program Coordinator	**YES**	**NO**
Discussed JHA with local Collateral Duty Safety Program Coordinator	**YES**	**NO**
Approved by Water Science Center Director	**Signature:**	**Date:**
Approved by Regional Safety Officer	**Signature:**	**Date:**

Agreement Modification May 2026 –

Agreement is being modified to include additional USGS Cooperative Matching Funds in the amount of $117,020 during FY2026 towards the project. The timeline remains unchanged and products are still planned for Q4 FY2028 (September 2028).

Table 3. Proposed project modification to budget

Budget Summary	FY25	FY26	FY27	FY28	Total
USGS Funding	$30,000	$40,000 + $117,020 = $ 157,020	$40,000	$10,000	$120,000 + $117,020 = $237,020
OWRB Funding	$160,100	$157,800	$191,700	$102,500	$612,100
TOTAL	$190,100	$157,800 + $157,020 = $314,820	$231,700	$112,500	$732,100 + $117,020 = $849,120

Signature:
Derrick Wagner (Jul 17, 2026 12:46:36 CDT)
Email: Derrick.wagner@owrb.ok.gov

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

Signature: Jessica Billingsley
Email: jessica.billingsley@owrb.ok.gov

Signature: Anil Pillai
Email: anil.pillai@owrb.ok.gov

Signature:
Sara Gibson (Jul 27, 2026 10:21:56 CDT)
Email: sara.gibson@owrb.ok.gov

USGSOgallalaUpdate

Final Audit Report 2026-07-31

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By:	Derrick Wagner (Derrick.wagner@owrb.ok.gov)
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Document e-signed by Christopher Neel (chris.neel@owrb.ok.gov)

Signature Date: 2026-07-31 - 7:36:09 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.

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AGENDA ITEM 3D(12)

MEMORANDUM AGREEMENT

WITH: DataBank

PURPOSE: Agreement with DataBank for OnBase services and support in the Hyland Cloud. OnBase is the agency's digital document repository and workflow system.

TERM: 3 year contract - July 1, 2026 through June 30, 2029

AMOUNT:

1st year	$120,496.04
2nd year	$126,595.82
3rd year	$133,005.13

CONTRACTS CHECKLIST

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

Initials

_____ Draft approved by Division Chief

JB Jessica Billingsley: Contract amount has been budgeted

_____ Maegan Filonow: All purchasing requirements have been satisfied

_____ All other parties have agreed to the terms of the contract

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

_____ Final draft approved by General Counsel

Contact Info for OWRB

Kylee Wilson

(405) 530-8866

kylee.wilson@owrb.ok.gov

Contact info for Contractor

Kelly Beamish

(952) 607-3526

kbeamish@databankimx.com

This is a 3-year contract (July 1, 2026-June 30, 2029) with DataBank for OnBase services and support in the Hyland Cloud. The cost each year is as follows: $120,496.04, $126,595.82, and $133,005.13. OnBase is the agency's digital document repository and workflow system.

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.

(In the extra lines above, please add a brief description of the contract for the agenda, make sure to add the term and if there is an amount. Thank you)

DATABANK ONBASE SUBSCRIPTION AGREEMENT

This DataBank OnBase Subscription Agreement ("Agreement") is made and entered into effective as of the date that the last party to sign this Agreement has executed the same (as indicated by the date entered by such party with its signature below), the "Effective Date" and continues until June 30, 2029 by and between DataBank IMX, LLC, a Delaware Limited Liability Company (hereinafter referred to as "DataBank"), with its principal offices located at 458 Pike Road, Huntingdon Valley, PA 19006, and Oklahoma Water Resources Board or "Customer"), having an address of 3800 N. Classen Blvd. Oklahoma City, Oklahoma 73105.

1. PRICE

   Customer shall pay the total amount of $380,096.99. Customer shall pay the Subscription Fee in the amounts and on the dates set out below in the Subscription Table during the term of the Agreement.

SUBSCRIPTION TABLE

Product	**SUBSCRIPTION FEE AMOUNT AND PAYMENT DUE DATE**		**Term**
Software* licensed: Data Management Package Software (DMPIPIE)	Year 1: $120,496.04 Year 2: $126,595.82 Year 3: $133,005.13	Payment Due by: July 1, 2026 Payment Due by: July 1, 2027 Payment Due by: July 1, 2028	July 1, 2026 - June 30, 2029 3 year term

*See Attachment A for Included Software

2. DEFINED TERMS

   Capitalized terms used in this Agreement and not defined in this Agreement are used herein with the same meanings as such terms have under the End User License Agreement for Subscription Software, entered into between Customer and Hyland Software Inc. ("EULA").

3. SUBSCRIPTION ORDERS; ACCEPTANCE OR REJECTION

   Customer shall submit a written Subscription order to DataBank for the Subscription of the right to use all components of the Subscription Software. Any Subscription order submitted by Customer is subject to acceptance or rejection by DataBank. When this Agreement is signed by DataBank, it shall represent DataBank's acceptance of Customer's commitment to subscribe to and use the Subscription software covered under this Agreement.

4. PRICES, INVOICING AND PAYMENT

   4.1. Prices and Invoicing.

   4.1.1. Subscription Fee. Payment of Subscription Fee under this Agreement shall be made in accordance with the Subscription Table in Section 1 of this Agreement.

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4.1.2. Receipt of Invoices; Correction. All invoices shall be sent electronically by DataBank to Customer to the attention of "Accounts Payable," or to such other person or department as Customer may specify from time to time by written notice to DataBank. In the event any invoice contains an under billing error which is discovered by DataBank, DataBank may issue a new invoice to correct the error.

4.2. Extended Support Fees (ESF)

4.2.1. ESF Obligation. Customer acknowledges and agrees that if the software version operating at the end of the Subscription Term, as defined in the Subscription Table, falls under the manufacturer's Extended Support Program and the customer does not wish to upgrade to a newer version, extended support services may be subject to Extended Support Fees (ESF) in addition to the Subscription Fee.

4.2.2. Payment of ESF. Any applicable Extended Support Fees (ESF) shall be invoiced and are due in accordance with the terms specified in the respective invoice.

4.3. Payment of Invoices. Subject to Section 4.4 below, Customer shall pay invoices in accordance with the Subscription Table in Section 1 of this Agreement. All payments for subscription services or services outlined in this Agreement must be made via Automated Clearing House (ACH) transfer. ACH transfers are required to facilitate timely and efficient payment processing. ACH transfers should be completed within 30 days from the invoice date, unless otherwise agreed upon in writing by both parties.

4.4. Resolution of Invoice Disputes. If Customer believes that an invoice contains an error, then Customer shall, prior to the due date for payment of such invoice, notify DataBank in writing that it disputes all or any portion of an amount invoiced. Any amounts not timely disputed in accordance with the preceding sentence shall be deemed to be undisputed and shall be payable in accordance with the agreed-upon payment terms specified in this agreement. With respect to any amounts that are timely disputed, both parties will use commercially reasonable efforts to resolve the dispute within thirty (30) calendar days of DataBank's receipt of the notice. If any amount remains disputed in good faith after such 30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the parties are unable to resolve the dispute in accordance herewith, either party thereafter may file litigation in a court of competent jurisdiction in accordance with the terms of this Agreement in order to seek resolution of the dispute.

4.5. Certain Remedies for Non-Payment or for Late Payment. At the election of DataBank, exercisable by written notice to Customer, any past due amounts under any DataBank invoice shall bear interest at the rate of one and one-half percent (1.5%) per month from the date due through the date that such past due amounts and such accrued interest are paid in full. The minimum monthly interest penalty for an unpaid balance of $100 or more is $10. For unpaid balances of less than $100, the Customer shall pay the actual interest penalty due DataBank. In the event of any default by Customer in the payment of any amounts invoiced by DataBank, which default continues unremedied for at least thirty (30) calendar days after the due date of such payment, DataBank shall have the right to suspend or cease Customer's right to use the Subscription Software and/or Maintenance, unless and until such default shall have been cured.

4.6. Taxes and Governmental Charges. All payments under this Agreement are exclusive of all

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applicable taxes and governmental charges (such as duties), all of which shall be paid by Customer (other than taxes on DataBank's income).

4.6.1. In the event Customer is required by law to withhold taxes, Customer agrees to furnish DataBank all required receipts and documentation substantiating such payment. If DataBank is required by law to remit any tax or governmental charge on behalf of or for the account of Customer, Customer agrees to reimburse DataBank within thirty (30) days after DataBank notifies Customer in writing of such remittance. Customer agrees to provide DataBank with valid tax exemption certificates in advance of any remittance otherwise required to be made by DataBank on behalf of or for the account of Customer, where such certificates are applicable.

4.6.2. If Customer is exempt from tax liability, Customer agrees to provide DataBank with all necessary documentation to establish their tax-exempt status. Payment shall be made in accordance with a prompt payment ordinance, where applicable. In cases where no prompt payment ordinance applies, the terms specified herein shall govern the payment process.

4.7. U.S. Dollars. All fees and charges under this Agreement shall be determined, invoiced and paid in U.S. dollars.

5. NON-APPROPRIATION OF FUNDS

Should any Subscription Fee identified in the Subscription Table not be paid due to cancellation of available funds, Customer will provide Databank with written notification within 15 business days after being notified that the funding for the contracted services is no longer approved. This Agreement shall then terminate on the last day of the term in which the Subscription Fee was paid without penalty to Customer. If notice is not given within the timeframe identified in Section 5, then the Subscription fee for the following year will still be due and payable.

6. TERMINATION

This Agreement shall remain in force and payable during the Subscription period identified in the Subscription Table. The Customer shall provide at least 90-day notice to DataBank prior to the expiration date if they do not wish to extend the Subscription Agreement beyond the initial term as identified in the Subscription Table. If at any time, the Customer wishes to terminate this Agreement earlier than permitted under this Section, the Customer shall nevertheless be required to provide DataBank 90 days written notice prior to the Subscription expiration date, and all fees owed for the remainder of the then applicable Term shall be accelerated and paid by Customer to DataBank on or before the termination date. No refunds for amounts paid or credits against future payments due will be issued by DataBank. Notwithstanding any other language in this Section, either the Customer or DataBank may terminate the Agreement prior to the Agreement's expiration date for cause; that cause being a material breach of the Agreement which has gone uncured for thirty (30) days.

7. NOTICES

Day to day communications regarding the Products and Services should be provided to the employees involved in the Statement of Work or identified account manager. Any legal notices or consents pursuant to this Agreement shall be in writing and shall be sent to the Parties at the following physical addresses and shall be deemed to have been duly given on the date delivered in person, or sent overnight delivery service, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested:

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If to DATABANK:	DATABANK 458 Pike Road Huntingdon Valley, PA 19006 ATTN: Contract Compliance Email: ContractCompliance@databankimx.com Phone: 800-873-9426
If to CUSTOMER:	Oklahoma Water Resources Board Oklahoma City, Oklahoma 73105 Attn: Email: Phone:

8. LICENSE OF SOFTWARE AND THIRD PARTY SOFTWARE

8.1. The Hyland EULA with Customer shall govern the rights to use the OnBase Software Licenses supplied under this Agreement.

8.2. In the event Customer is utilizing DataBank's or Hyland's cloud hosting services, an increase in the quantity of licenses may result in a corresponding increase in storage volume and computing infrastructure resources within your hosted environment provided by DataBank or Hyland.

9. GOVERNING LAW

The laws of Delaware govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located in Delaware.

[Signature page to follow]

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[Signature page]

Customer specifically represents and warrants that Customer has read and understands all parts of the DataBank OnBase Subscription Agreement prior to entering into the Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

Oklahoma Water Resources Board **HSI: 12878** ("CUSTOMER") By (Signature): ____________________ Printed Name: ______________________ Title: ____________________________ Date: ____________________________	**DataBank IMX, LLC** ("DataBank") By (Signature): ____________________ Printed Name: ______________________ Title: ____________________________ Date: ____________________________

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DataBank
A KYOCERA GROUP COMPANY

Attachment A: Current Active Licenses

SOFTWARE-AS-A-SERVICE SUBSCRIPTIONS (CLOUD SERVICE)

Product Code	Product Name	Service Class	Quantity
ADBIPI1_SAAS	OnBase Integration for Adobe Sign eSignature	Gold	1
AKIPI1_SAAS	Encrypted Alpha Keywords	Gold	1
BCIPI1_SAAS	Bar Code Generator	Gold	1
CMIPI1_SAAS	Configuration Migration Utility	Gold	1
CTIPC_SAAS	Concurrent Client	Gold	7
CTIPN_SAAS	Named User Client	Gold	6
CTIPN_SAAS	Named User Client	Gold	33
CTIPN_SAAS	Named User Client	Gold	5
CTIPN_SAAS	Named User Client	Gold	20
DIIPW1_SAAS	Production Document Imaging (Kofax or Twain) (1)	Gold	1
DIIPW2_SAAS	Production Document Imaging (Kofax or Twain) (2+)	Gold	2
DIIPW2_SAAS	Production Document Imaging (Kofax or Twain) (2+)	Gold	2
DIIPW2_SAAS	Production Document Imaging (Kofax or Twain) (2+)	Gold	1
DMIPI1_SAAS	EDM Services	Gold	1
DPIPW1_SAAS	Document Import Processor	Gold	1
EHIPI1_SAAS	Encrypted Diskgroups	Gold	1
HYCLD-STRG-500GB	Hyland Cloud Storage (500 GB)	Gold	12
OBAIPI1_SAAS	Office Business Application	Gold	1
OBIPW1_SAAS	Multi-User Server	Gold	1
OBOLHOST-GOLD	Hosting Fee	Gold	1
OBOLHOST-GOLD	Hosting Fee	Gold	1
OBOLHOST-GOLD	Hosting Fee	Gold	1
OBOLSVCS-USERTESTLITE	User Testing Lite Environment	Gold	1
ONB-INTG1-40_SAAS	Query API (500 queries/hour) (OnBase Unity/Core)		1
OUTIPI1_SAAS	Integration for Microsoft Outlook	Gold	1
PDFIPI1_SAAS	PDF Framework	Gold	1
PTIPC1_SAAS	Virtual Print Driver	Gold	1
REAIPI1_SAAS	REST API Integration Toolkit	Gold	1
RHIPI1_SAAS	Reporting Dashboards	Gold	1
UCSIPI1_SAAS	Unity Client Server	Gold	1
UFIPI1_SAAS	Unity Forms	Gold	1
WLIPC_SAAS	Workflow Concurrent Client SL	Gold	14
WTIPW1_SAAS	Web Server	Gold	1

Signature: *Maegan Filonow*

Email: maegan.filonow@owrb.ok.gov

Signature: *Jessica Billingsley*

Email: jessica.billingsley@owrb.ok.gov

Signature:

Email: sara.gibson@owrb.ok.gov

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3. SUMMARY DISPOSITION AGENDA ITEMS

WATER RIGHTS ADMINISTRATION DIVISION

September 15, 2026

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Temporary Permits to Use Groundwater

September 15, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
2022-550 8/9/2022	Colby Chester Crawford	4	Harmon County, Salt Fork of the Red River	98 acres Section 17, T4N, R25WIM	Irrigation 196 a.f.
2024-507 1/12/2024	City of Lawton	3	Comanche County, Arbuckle-Timbered Hills	14,175.38 acres Sections, 2,3,4,5,6,7,30, 31, T1N, R11WIM, 1,2,3,4,5,12, 13, T1N, R12WIM, 17,19,20,21,22, 23,26,27,28,29, 30,31,32,34,35, T2N, R11WIM 19,20,21,22,23, 24,25,26,27,28, 29,30,31,32,33, 34,35, T2N, R12WIM	Public Water Supply 28,350 a.f.
2024-610 6/25/2024	Jack Sherry	4	Hughes County, Alluvium and Terrace Deposits of the Canadian River	494.29 acres Sections 16, 20, 21, 29, T6N, R9EIM	Irrigation and Public water supply 793.83 a.f.
2025-589 6/10/2025	Dennis and Patricia Mace	2	Caddo County, Rush Springs Sandstone	160 acres Section 22, T8N, R13WIM	Irrigation 320 a.f.
2025-631 9/30/2025	City of Wilson	4	Carter County, Undetermined Bedrock (Garber Sandstone, Wellington Formation,	505 acres Sections 32, 33 T4S; Sec. 5, 6, T5S; R2WIM	Public Water Supply 1,010 a.f.

			and/or Stillwater Formation)		
2025-632 10/14/2025	CK Southern Construction, LLC	1	McCurtain County, Red River Alluvium and Terrace	202.25 acres Section 15, T9S, R23EIM	Irrigation 404 a.f.
2026-518 2/12/2026	Ashley Unruh	3	Caddo County, Rush Springs Sandstone	314.96 acres Section 31, T11N, R11WIM	Irrigation 538.92 a.f.
2026-519 2/12/2026	Ashley Unruh	1	Caddo County, Rush Springs Sandstone	160 acres Section 13, T10N, R11WIM	Irrigation 320 a.f.
2026-532 3/11/2026	John Edward Repp and Markie Jo Repp	1	Caddo County, Rush Springs Sandstone	160 acres Section 36, T9N, R12WIM	Irrigation 160 a.f.
2026-546 3/24/2026	Johnson Land, LLC	6	Alfalfa County, Cimarron River Alluvium and Terrace	157.9 acres Section 11, T23N, R11WIM	Irrigation 315 a.f.
2026-549 4/2/2026	Quarter Circle S. Land & Cattle, LLC	1	Roger Mills County, Cloud Chief Formation	680 acres Sections 22, 23, T13N, R23WIM	Irrigation and Mining 320 a.f.
2026-552 3/18/2026	Sooner 66 Properties, LLC	1	Caddo County, Rush Springs Sandstone	147.66 acres Section 22, T12N, R11WIM	Irrigation 295.32 a.f.
2026-556 4/16/2026	Braden and Raegan Cunningham	1	Harmon County, Blaine	80 acres Section 12, T3N, R26WIM	Irrigation 160 a.f.
2026-557 4/16/2026	Braden and Raegan Cunningham	2	Harmon County Blaine	320 acres Section 18, T3N, R25WIM	Irrigation 232 a.f.

2026-562 4/29/2026	Colby Chester Crawford	2	Harmon County, Blaine	480 acres Section 14, T3N, R24WIM	Irrigation and Agriculture 960 a.f.
2026-565 5/11/2026	Leon Watson Langford	6	Major County, Cimarron River Alluvium and Terrace	80 acres Section 28, T20N, R9WIM	Irrigation 160 a.f.
2026-572 6/11/2026	Benita Jeanne Reimer Revocable Trust	8	Major County, Cimarron River Alluvium and Terrace	156.4 acres Section 10, T21N, R10WIM	Irrigation 312.8 a.f.
2026-573 6/11/2026	Andy and Nicole Reimer	5	Major County, Cimarron River Alluvium and Terrace	214.81 acres Section11, T21N, R10WIM	Irrigation 429.62 a.f.

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

September 15, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
1983-588D 2/4/2026	Jay Michael Baker and Misty Lynn Baker	3	Custer County, Rush Springs Sandstone	240 acres Section 2, T13N, R17WIM	Mining 479.95 a.f.
1995-517 3/13/2026	R. Dean Smith Real Estate, LLC	1	Caddo County, Rush Springs Sandstone	160 acres Section 5, T11N, R12WIM	Irrigation 320 a.f.
2007-528 3/13/2026	R. Dean Smith Real Estate, LLC	1	Caddo County, Rush Springs Sandstone	160 acres Section 4, T11N, R12WIM	Irrigation 320 a.f.
2007-529 3/13/2026	R. Dean Smith Real Estate, LLC	1	Caddo County, Rush Springs Sandstone	160 acres Section 32, T12N, R12WIM	Irrigation and Mining 320 a.f.
2007-530 3/13/2026	R. Dean Smith Real Estate, LLC	1	Caddo County, Rush Springs Sandstone	151.7 acres Section 6, T11N, R12WIM	Irrigation 303.4 a.f.
2012-543 3/13/2026	R. Dean Smith Real Estate, LLC	1	Caddo County, Rush Springs Sandstone	160 acres Section 5, T11N, R12WIM	Irrigation 320 a.f.
2023-526 3/23/2025	Kade Sandford and Megan Sanford	1	Beckham County, Western Oklahoma	320 acres Section 22, T8N, R23WIM	Irrigation 640 a.f.

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Regular Permits to Use Groundwater

September 15, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
2023-679 12/5/2023	The Gary Vignal Living Trust	4	Custer County, Washita River Alluvium and Terrace (Reach 1)	150 acres Section 35, T14N, R20WIM	Irrigation and Oil and Gas 300 a.f.
2025-526 2/14/2025	FHA Land and Cattle, LLC	3	Creek County, Ada-Vamoosa	1,987.30 acres Sections 1, 2, T17N, Sec. 23, 25, 26, 35, 36, T18N, R8EIM	Agriculture and commercial use 3,974.60 a.f.
2025-573 5/9/2025	Blue Sage Land and Cattle, LLC	9	Beaver County, Ogallala Panhandle	1,360 acres Section 21, T1N, R28ECM, Sec. 21, 22, 23, 26, 28, T5N, R26ECM	Irrigation and Agriculture 2,720 a.f.
2025-584 5/28/2025	JDM Farms, LLC	2	Texas County, Ogallala Panhandle	480 acres Section 19, T5N, R15ECM	Irrigation 960 a.f.
2025-624 9/11/2025	Joe Bob Babek	2	Greer County, North Fork of the Red River Alluvium and Terrace	159 acres Section 32, T7N, R21WIM	Irrigation and oil and gas 159 a.f.
2026-501 1/7/2026	El Reno Sod Farm, Inc.	1	Canadian County, Beaver -North Canadian River Alluvium and Terrace	55 acres Section 16, T12N, R6WIM	Irrigation 55 a.f.
2026-529 3/2/2026	Triplett Ranch, LLC	2	Logan County, Garber-Wellington	20.984 acs Section 36, T16N, R3WIM	Agriculture 15 a.f.

2026-539 3/18/2026	JJ Schneider Farms, LLLP	3	Ellis County, Ogallala Northwest	480 acres Section 13, T21N, R24WIM	Irrigation and Agriculture 672 a.f.
2026-542 3/23/2026	Tyler and Amanda Kamp	1	Beaver County, Ogallala Panhandle	160 acres Section 1, T2N, R26ECM	Irrigation 320 a.f.
2026-558 4/17/2026	F & K Land, LLC	1	Texas County, Ogallala Panhandle	160.12 acres Section 17, T4N, R19ECM	Irrigation 320.24 a.f.
2026-560 4/28/2026	Trevin Watson	1	Beaver County, Ogallala Panhandle	160 acres Section 9, T5N, R21ECM	Irrigation 320 a.f.
2026-567 5/12/2026	Jeff Newlon and Vicky Newlon	1	Texas County, Ogallala Panhandle	160 acres Section 15, T5N, R18ECM	Irrigation 320 a.f.

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

September 15, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
1973-309B 3/10/2026	Seaboard Foods, LLC	2	Texas County, Ogallala (Panhandle)	14.075 acres Section 21, T5N, R15ECM	Agriculture 28.15 a.f.
1984-513A 3/13/2026	FD Guymon Farms, LLC	2	Texas County, Ogallala (Panhandle)	480.32 acres Sections 7, 8, 17, T5N, R14ECM	Irrigation 960.64 a.f.
1985-558 12/16/2025	City of Nichols Hills	1	Oklahoma County, Garber-Wellington	1,128.39 acres Sections 31, 32, T13N; Sections 5, 6, 7, T12N R3WIM	Public Water supply 1,792.78 a.f.
2004-520D 11/3/2025	City of Nichols Hills	1	Oklahoma County, Garber-Wellington	0.0161 acre Section 8, T12N, R3WIM	Public Water Supply 0.0322

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

September 15, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
1955-631B 12/19/2025	Meridian Aggregates Company LP	2	Kiowa County, North Fork of the Red River	40 acres Section 16, T2N, R17WIM	Industrial 80 a.f.

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Term/Seasonal Permits to Use Stream Water

September 15, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	POINTS OF DIVERSION	COUNTY & STREAM SYSTEM	PURPOSE & AMOUNT RECOMMENDED
2026-019 5/11/2026	Midwest Farming Co.,	One point of diversion on Deer Creek in Section 14, T13N, R6WIM	Canadian County SS 2-9-2	Irrigation (medical marijuana) 2.5 a.f.

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

September 15, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	POINTS OF DIVERSION	COUNTY & STREAM SYSTEM	PURPOSE & AMOUNT RECOMMENDED
2025-026 9/22/2025	Tristone Holdings, LLC	One point of diversion on Caney River in Section 28, T28N, R12EIM	Osage County SS 2-14	Recreation Fish and Wildlife 300 a.f.
2026-005 1/6/2026	Chad Eberle Selman, Scott Lee Selman and Meredith Elaine Selman, and Charlie Selman	One point of diversion on Deep Fork of the Canadian River in Section 11, T12N, R13EIM	Okmulgee County SS 2-3	Recreation Fish and Wildlife 196 a.f.
2026-007 1/22/2026	Joe and Tracey Delos Santos	Three points of diversion on Little River in Sections 17, 18, T8N, R3EIM	Pottawatomie County SS 2-8	Recreation Fish and Wildlife 265 a.f.

WATER RIGHTS ADMINISTRATION DIVISION
Well Driller and Pump Installer Licensing

September 15, 2026

DPC NUMBER	NAME OF FIRM	CERTIFIED ACTIVITIES	OPERATORS
New Licenses, Accompanying Operator Certificates and Activities:			
	C&H Water Well Services	Pump Installation	Wyatt Campbell
	Contract Dewatering Services	Groundwater	Richard Miller
	Tilley Environmental Services, LLC	Groundwater	Andrew Tillery
	Impressive Water Works, LLC	Groundwater	Paul Schmidt
	Triangle J Water Wells	Groundwater	John Gandy
New Operators, License Name Change, and/or Activities for Existing Licenses:			
	Gilberts Hardrock	Pump Installation	Anthony Garcia
	Burgess Engineering & Testing	Geotechnical	Jeremy Yonnes
	Pump & Supply LLC	Pump Installation	Brandon Pierce
	Envirotech Drilling Services LLC	Groundwater and monitoring wells	Nathan Cornett
	GSI Engineering LLC	Monitoring Wells	Matthew Wold

September 2026 Dam Safety Board items

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

1. SCS-Upper Black Bear Creek Site-62, OK01437

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS SUBMITTED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK01437	Noble County Conservation District	Monte Jones, P.E./ Valerie Glasgow, P.E.	High	Sec. 32, T21N, R01WIM
Noble County	Upper Black Bear Creek Watershed	USDA NRCS		

The applicant requests approval of modifications to an intermediate, high hazard potential dam. The proposed modifications include widening the North auxiliary spillway, constructing a new South auxiliary spillway, and replacing the existing principal spillway with a reinforced concrete drop inlet and new conduit. The applicant requests a variance from the required spillway capacity, as the design provides 1.87 feet of freeboard during the design flood rather than the required 3 feet. According to the applicant, raising the dam to meet the freeboard requirement would increase flood damages, project costs, and impacts to adjacent private property, and the proposed spillway design is consistent with NRCS criteria. The primary purpose of the dam and reservoir is flood control. The dam is 71.3 feet tall, with a normal storage capacity of 7,765 acre-feet and a maximum storage capacity of 19,051 acre-feet.

2. Shawnee City Lake No. 1, OK11039

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS SUBMITTED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK11039	City of Shawnee	Taylor Green, P.E.	High	Sec. 11, T10N, R02EIM
Pottawatomie County	Shawnee City Lake No. 1	Freese and Nichols, Inc.		

The applicant requests approval of the repair of an intermediate, high hazard potential dam. The proposed repairs include removal and replacement of the roadway on the crest of the dam and replacing riprap on the upstream slope. The primary purpose of the dam and reservoir is municipal water supply. The dam is 55 feet tall, with a normal storage capacity of 22,600 acre-feet and a maximum storage capacity of 36,500 acre-feet.

3. Bunch Lake Dam, OK30595

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS SUBMITTED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK30595	Attainment Investments, LLC	John Bolte, P.E.	High	Sec. 13, T07N, R03WIM
McClain County	Bunch Lake Dam	Small Arrow Engineering		

The applicant requests approval for the modification of a small, high hazard potential dam. The modification consists of widening the auxiliary spillway from 50 feet to 185 feet, repairing riprap in the downstream channel, and leveling the crest. The primary purpose of the dam and reservoir is recreation. The dam is 25 feet tall, with a normal storage capacity of 73.6 acre-feet and a maximum storage capacity of 93.7 acre-feet.

4. Strong City Recycle East Pit, OK30765

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS SUBMITTED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK30765	Mewbourne Oil Company	Mitchell Ratke, P.E.	Low	Sec. 21, T14N, R22WIM
Roger Mills County	Strong City Recycle East Pit	Envirotech Engineering		

The applicant requests approval for the construction of a new, small, low hazard potential dam. The applicant requests a variance for the absence of a spillway, since the reservoir will receive no surface runoff and only direct rainfall or flowback from oilfield operations. A minimum of three feet of freeboard will be maintained at all times. The primary purpose of the dam and reservoir is flowback water recycling for oil and gas operations. The dam will be 46.5 feet tall, with a normal storage capacity of 116.4 acre-feet, and a maximum storage capacity of 147.2 acre-feet.

5. Strong City Recycle West Pit, OK30766

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS SUBMITTED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK30766	Mewbourne Oil Company	Mitchell Ratke, P.E.	Low	Sec. 21, T14N, R22WIM

Roger Mills County	Strong City Recycle West Pit	Envirotech Engineering

The applicant requests approval for the construction of a new, small, low hazard potential dam. The applicant requests a variance for the absence of a spillway, since the reservoir will receive no surface runoff and only direct rainfall or flowback from oilfield operations. A minimum of three feet of freeboard will be maintained at all times. The primary purpose of the dam and reservoir is flowback water recycling for oil and gas operations. The dam will be 27 feet tall, with a normal storage capacity of 68.0 acre

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

September 1st, 2026

APPLICATION NO.	NAME OF APPLICANT	LOCATION	PROJECT NARRATIVE
FP-2026-08	OTA	Lincoln County	Includes construction of new interchange ramps with toll structures from SH-102 to the existing Turner Turnpike, west of SH-102. Ramps will include bridges (Bridge A & B) over Captain Creek. The interchange ramps will generally be 15’ wide with an 8’ outside shoulder and 2’ inside shoulder.

3.P.

ENGINEERING AND PLANNING DIVISION
Floodplain Administrator Accreditation Applications

September 1st, 2026

NUMBER	NAME OF COMMUNITY/CID	FLOODPLAIN ADMINISTRATOR
870	Town of Haskell	Michael Medders
871	City of Lawton	Cam Huynh
872	City of Newcastle	Keith Johnston
873	Town of Spavinaw	Amanda Miller

3.Q.

WATER RIGHTS ADMINISTRATION DIVISION
Cancellation of Groundwater and Stream Water Permits

September 15, 2026

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 JUNE 29, 2026 HEARING DATE

ORDER CANCELLING PERMITS FOR FAILURE TO TIMELY SUBMIT CHANGE OF OWNERSHIP DOCUMENTS AND FILING FEES

COMES NOW, on 29th day of June, 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 in order to preserve the Oklahoma Water Resources Board ("OWRB") permits without cancellation. *See attached*, Exhibit "A". **The following 14 Groundwater Permits and 1 Stream Water Permit with their originally named owners are listed below:**

Groundwater Permits:

1.	Ellison Investments LLC	Canadian County	1955-279
2.	Johnnie Wilcoxon	Jefferson County	1955-1428
3.	Grace T. Hoffman Revocable Trust	Cimarron County	1956-884
4.	Earl S. Crowder	Alfalfa County	1975-846
5.	Andy J. Carson	Beaver County	1976-704B
6.	Lou V. Shuman	Harper County	1977-548
7.	Carl Huling	Beaver County	1979-762
8.	Arthur L. Twombly	Cimarron County	1980-627
9.	Mike & Kula Finnell	Washita County	1982-604
10.	Hubert Kamphaus	Washita County	1982-618
11.	Don Streller	Noble County	1982-938

12.	Danne Beason	Beckham County	1983-657
13.	Ina Hagee Osborne	Oklahoma County	2017-527

Stream Water Permits:

1.	James C. Walters	Hughes County	1999-007

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, 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. §309(E) 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 April 28, 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 21st day of July, 2026.

OKLAHOMA WATER RESOURCES BOARD

____

Thomas A. Gorman, Chairman

ATTEST:

____

Heather McCall, Secretary

(SEAL)

CERTIFICATE OF MAILING

I certify that on the 21st day of July, 2026, I mailed a true and correct copy of the above and foregoing instrument to the following Respondents (new landowners for each designated permit):

1955-279	**1955-279**
Three Jacks LLC	DHD Corp

13909 Technology Drive Suite B Oklahoma City, OK 73134	5300 North Shartel Ave #18114 Oklahoma City, OK 73118
1955-1428	**1956-884**
Gloria & Kenny Bryan 1043 County Road 1170 Decatur, TX 76234	Dustin, Ashley, & Glendon Topper 18310 NS 10 Road Boise City, OK 73933
1975-846	**1976-704B**
Earl Crowder Trust 62474 Greer Road Cherokee, OK 73728	Cori & Jarame Carson 8501 North Lorraine Street Hutchinson, KS 67502
1977-548	**1979-762**
Mark & Kayla Spare PO Box 578 Ashland, KS 67831	Susan & Bradley Peters RR 2 Box 350 Turpin, OK 73950
1980-627	**1999-007**
Randy Clarence Twombly 5314 Albert Ave Amarillo, TX 79106	James Walter Revocable Trust PO Box 400 Calvin, OK 74531
1982-604	**1982-618**
Mike Finnell Land LLC 11522 North 2070 Road Canute, OK 73626	Hubert Kamphaus Trust 21287 East 1120 Road Foss, OK 73647
1982-938	**1983-657**
Donald & Sue Life Estate 17150 County Road 120 Perry, OK 73077	James Mikles 19360 South Frontage Road Sayre, OK 73662
2017-527	**2017-527**
Craig Tony Lynn Revocable Trust 2855 South Henney Road Choctaw, OK 73020	Michael & Billie Green Revocable Trust 2905 South Henney Road Choctaw, OK 73020

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 JULY 20, 2026 HEARING DATE

PROPOSED ORDER CANCELLING PERMITS FOR FAILURE TO TIMELY SUBMIT CHANGE OF OWNERSHIP DOCUMENTS AND FILING FEES

COMES NOW, on 20th day of July 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 in order to preserve the Oklahoma Water Resources Board ("OWRB") permits without cancellation. *See attached*, Exhibit "A". **The following 36 Groundwater Permits and 7 Stream Water Permit with their originally named owners are listed below:**

Groundwater Permits:

1.	Edward Milner	Jackson County	1953-832
2.	N. J. Shelby	Harmon County	1954-292
3.	Rick Opitz	Caddo County	1954-1262
4.	W. T. Yearwood	Washita County	1955-372
5.	Flora M. Gore	Washita County	1955-745A
6.	Richard R. & Bobbi M. McGrory	Comanche County	1957-462
7.	Al Stidham	Caddo County	1964-327
8.	Tony Uhlig	Grady County	1964-498
9.	M. Duane Yearwood	Caddo County	1964-561
10.	Danny and Donna Lewallen	Caddo County	1965-607

11.	John & Lola Jean Lamle	Alfalfa County	1966-619
12.	Patricia McCauley	Caddo County	1967-197
13.	Henry F. Carman	Muskogee County	1967-582
14.	Loria Winters	Cotton County	1968-109
15.	Alvin Coppock	Major County	1970-023A
16.	Garry R. Vincent	Ellis County	1973-393
17.	Dynegy Energy Resources	Alfalfa County	1974-432
18.	Ruth Irwin	Roger Mills County	1975-864
19.	Jimmie Montgomery	Washita County	1977-756
20.	Randy Riggs	Harper County	1979-737
21.	Susie M. Humphries	Choctaw County	1980-690
22.	Warren Dean & Christa Sue Hughes	Alfalfa County	1981-704
23.	Roy Ryan Farms Inc	Tillman County	1981-790
24.	Mary Lue Jones	Grady County	1983-574
25.	National By-Products	Major County	1989-576
26.	Latta Farms of Oklahoma, Inc	Delaware County	1989-599
27.	Diamond A Inc	Woods County	1991-580
28.	Ernest Frye Jr.	Delaware County	1993-591
29.	Kimmy D. & Cindy D. Morrow	Delaware County	1994-584
30.	J. D. and Richard Haas	Jackson County	1994-625
31.	Kenneth R. & Sharon R. Bingham	Haskell County	1996-526
32.	Dwight Vincent	Le Flore County	1996-606
33.	James & Vicki Herr	Mayes County	1996-624
34.	Kenneth R. & Sharon R. Bingham	Haskell County	1997-554
35.	Joy Shryock	Beaver County	2003-577D
36.	984 Holding's LLC	Payne County	2022-566

Stream Water Permits:

1.	John E. Jones	Pottawatomie County	1972-003
2.	D. G. Hall	Hughes County	1975-011
3.	Patricia M. Dodd & James B. Miller	Garvin County	1989-002
4.	J. D. Davenport	Pittsburg County	1990-028
5.	Two Rivers Organic Ranch LP	Bryan County	2005-023
6.	James Morrill	Delaware County	2007-013
7.	Lottawater LLC	Kingfisher County	2016-039

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, 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 OAC 785:20-9-4(f), for stream water permits, "Assignment or transfer of appropriation permit and transfer of title of land".

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. §309(E) 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 OAC 785:20-9-4(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 (1) failure to transfer in accordance with OAC 785:30-7-7 and OAC 785:20-9-4(f) as applicable, and (2) for failure to appear for the hearing on July 20, 2026 and 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:

____
Heather McCall, Secretary

(SEAL)

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 JULY 20, 2026 HEARING DATE

AFFIDAVIT

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.

EXHIBIT “A”

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 , 2026.

____

Notary Public

SEAL

My commission expires:__________________

CERTIFICATE OF MAILING

I certify that on the 20th day of July, 2026, I mailed a true and correct copy of the above and foregoing instrument to the following Respondents (new landowners for each designated permit):

Groundwater Addresses:

1953-832	**1954-292**
Luke Milner PO Box 23 Duke, OK 73532	Barbara Shelby Irrevocable Trust 123 East Vivian Street Hollis, OK 73550
1954-1262	**1955-372**
Bruce Hotz Trust 14156 County Road 1140 Lookeba, OK 73053	Glenn and Linda Randolph PO Box 417 Hinton, OK 73047
1955-745A	**1957-462**
Jonathan and Macy Gelnar 8177 East Misty Morning Place Claremore, OK 74019	Leroy and Susan Cowley 1588 NW Paint Road Cache, OK 73527
1964-327	**1964-498**
Gene and Vicki Stidham 27091 County Road 1310 Anadarko, OK 73005	Larry and Linda Coleman Living Trust 22932 State Hwy 17 Fletcher, OK 73541
1964-561	**1965-607**
Nina Yearwood PO Box 266 Eakly, OK 73033	Jim and Alice Patterson 22005 County Street 2470 Carnegie, OK 73015
1966-619	**1967-197**
Juanita Hill 9405 East 116th Street Bixby, OK 74008	Anderson Root and Company, LLC 25077 County Road 1350 Anadarko, OK 73005
1967-582	**1968-109**
My Big Green Tractor, LLC PO Box 455 Gore, OK 74435	Machelle and Kevin Grimes PO Box 156 Temple, OK 73568
1970-023A	**1973-393**
Austin and Dacia Wallace 261379 East County Road 38 Aline, OK 73716	Joe Flowers Revocable Trust PO Box 5 Gage, OK 73843
1974-432	**1975-864**
Williams Midstream Gas Services PO Box 2400 MD 46-4 Tulsa, OK 74102	David Kyle Buck 9240 North Hwy 34 Hammon, OK 73650
1977-756	**1979-737**
David Montgomery 29079 Hwy 58 Carnegie, OK 73015	Debora Rene Nielsen RR 2 Box 335 Laverne, OK 73848

Groundwater Addresses (cont.)

1980-690	**1981-704**
Albert and Kathryn Holloway 1276 North 4160 Road Hugo, OK 74743	2A Hughes LLC 1005 West Main Street Carmen, OK 73726
1981-790	**1983-574**
Reid Walker Nichols 1117 Hickory Street Altus, OK 73521	Redland Investments, LLC 7911 East Galveston Place Broken Arrow, OK 74014
1989-576	**1989-599**
Troy and Connie McMahan 273110 East County Road 45 Meno, OK 73760	Jimmie and Natasha Hollenback 18753 County Road 433 Jay, OK 74346
1991-580	**1993-591**
Marty and Colette McBride 709 Sangre Bend Stillwater, OK 74075	Omer and Carol Sumter 39378 South 680 Road Jay, OK 74346
1994-584	**1994-584**
Martin Steele 7719 County Road 396 Eucha, OK 74342	Scott Davis Linde 7626 County Road 396 Eucha, OK 74342
1994-584	**1994-625**
Bruce and Phyllis Morrow 39323 County Road 530 Eucha, OK 74342	Richard Dean and Jamie Terbrush Haas 16665 South County Road 2005 Altus, OK 73521
1996-526	**1996-606**
Stacy and Susan Lovell Revocable Trust 40519 South County Road 4480 McCurtain, OK 74944	Vira and Daeng Rajsasombat 27278 Buck Creek Road Bokoshe, OK 74930
1996-624	**1997-554**
Donald and Shannon Sheppard PO Box 1276 Locust Grove, OK 74352	Brad and Roy Martin 709 NW M Street Stigler, OK 74462
2003-577D	**2022-566**
Edward and Joann Herchock PO Box 66 Beaver, OK 73932	Woodall Exchange LLC PO Box 125 Ripley, OK 74062

Stream Water Addresses

1972-003	**1975-011**
Danny Bailey PO Box 120 Paden, OK 74860	John Parrish and John Jacob Parker 8500 East 123 Road Wetumka, OK 74883
1989-002	**1990-028**
Marcus and Valerie Hamilton 21269 North County Road 3300 Wynnewood, OK 73096	Curtis and Geina Motley PO Box 214 Crowder, OK 74430
2005-023	**2007-013**
Schafer Oklahoma Farm LLC 14200 North State Hwy 289 Pottsboro, TX 75076	Dunn Family Trust 23450 County Road 554 Colcord, OK 74338
2016-039	
Bollenbach Corporation 20783 North 2830 Road Kingfisher, OK 73750	

OKLAHOMA WATER RESOURCES BOARD

____

By: Angela Rodriguez

WATER RIGHTS ADMINISTRATION DIVISION
Dam Safety Consent Order

September 15, 2026

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER of Coffee Dams No. 1-3 and 6 located in the S/2 of Section 12, and NW/4 Section 19, Township 11N, Range 09 and Range 10 West of the Indian Meridian, Canadian County, Oklahoma, **C & F Ranch L.C. and Coffee Grounds, LLC** **RESPONDENTS.**	**NID ID: OK30688 (#1), OK30689 (#2), OK30690 (#3) & OK30686 (#6)** **DAM SAFETY**

CONSENT ORDER

This Consent Order is entered into between the Oklahoma Water Resources Board (hereinafter "Board" or "OWRB") and C & F Ranch L.C. and Coffee Grounds, LLC (hereinafter "Coffee" or "Respondent") (collectively "the Parties") pursuant to the Oklahoma Administrative Procedures Act, Section 309(E) of Title 75 of Oklahoma Statutes. The parties waive statutory requirements of formal notice of the preparation and service of proposed Statement of Facts, Statements of Law and Board Order, and the entry of the final findings, conclusions and order, and agree as follows.

I. MATTERS OF JURISDICTION AND AUTHORITY

The Board is the state agency responsible for oversight and approval of the construction, repair, and alteration of certain dams in Oklahoma, including Coffee Dams No. 1 - 3 and 6. *See* 82 O.S. §§ 110.5 and 110.10. Respondents are the owners of the dams and spillways identified herein and are responsible for the safety of the structures and for meeting the requirements placed on owners of dams by the State of Oklahoma. *See* 82 O.S. §§ 110.1 et seq., and Oklahoma Administrative Code (OAC) 785:25-3(a). Coffee consents, agrees, and stipulates that the OWRB has jurisdiction over this matter for the purposes of this Consent Order.

II. PARTIES BOUND

This Order, once entered, shall apply to and be binding upon the Board, the Respondent, and its agents, successors, and assigns. No change in the ownership or corporation status of any party shall alter its responsibilities under this Order.

III. FACTS

The Parties agree to the following statement of facts for the purpose of this agreed upon Consent Order and any future OWRB proceedings but reserve the right to dispute any such fact in any subsequent proceeding occurring after the entry of this Consent Order or in the event of a change of conditions:

1. Coffee is the owner of the dams and spillways referred to in this Consent Order as Coffee Dams No. 1 – 3 and 6 which are located on Coffee property in Canadian County, Oklahoma.

2. Coffee Dams No. 1 - 3 are low hazard potential because if the dams were to fail, the failure would result in no probable loss of human life and low economic loss.

3. Coffee Dam No. 6's hazard potential classification requires a detailed breach analysis to confirm the appropriate hazard potential classification.

4. Coffee in good faith believes that Coffee Dams No. 1 - 3 and 6 are well-constructed, safe dams with adequate spillways and drains.

5. Coffee has hired competent Registered Professional Engineers to evaluate and make recommendations concerning Coffee Dams No. 1, 2, 3, and 6. Coffee has hired these Registered Professional Engineers to evaluate the involved dams, issue reports concerning the same, recommend any necessary modifications, and cooperate with the OWRB on these matters which the Engineers are in the process of doing.

6. Coffee Dams No. 4 and 5 were built by other property owners prior to Coffee acquiring property ownership, and no modifications were made by Coffee after acquiring the property. As a result of this, the OWRB has deemed Statement of Assurances signed by Coffee to be the appropriate method to handle the issue of dam safety with respect to Coffee Dams No. 4 and 5. In December 2025 the OWRB requested and Coffee submitted a sworn Statement of Assurances of both Coffee Dams No. 4 and 5 in which, *inter alia*, Coffee agrees to have the dams periodically inspected and submit these inspection reports to OWRB.

7. On May 13, 2025, the Board received an Online Complaint Form submitted by an anonymous user requesting that Coffee Dam No. 6 be removed. Removal of Coffee Dam No. 6 could result in potential adverse loss in the event of flooding which Coffee Dam No. 6 now acts to contain.

8. On June 30, 2025, Board staff sent a letter to Coffee saying that the hazard potential classification was under review concerning Coffee Dam No. 6. The letter also asserted that the OWRB had jurisdiction over this matter and requested that Coffee consult with a Licensed Professional Engineer concerning Coffee Dam No. 6. Coffee promptly hired Fox Engineering Inc. who has opined that Coffee Dam No. 6 is a well-constructed, safe dam. Since being hired, Fox Engineering has been working with the OWRB concerning potential improvements to Coffee Dam No. 6 and the potential hazard classification.

9. On July 20, 2025, Fox Engineering Inc. provided the Board with a written extension request to properly develop the dam application.

10. On July 31, 2025, Natalie Orbesen, P.E., Dam Safety Program Manager, approved the extension request and set the new deadline for September 30, 2025.

11. On September 18, 2025, Board staff members Luis R. Peralta, E.I., and Lauren Williams, conducted a site visit and took photographs of Coffee Dams No. 1-5. The Dam Safety Program later developed a Site Visit Report regarding the visit.

12. On September 30, 2025, Fox Engineering Inc. provided the Board with an application and supporting documents for Coffee Dam No. 6.

13. On October 29, 2025, Board staff responded to Fox Engineering Inc. with comments on the application submittals regarding Coffee Dam No. 6.

14. On November 24, 2025, Board staff sent a letter to Coffee concerning Coffee Dam No. 1 - 3 relating to dam safety requirements. Concerning Coffee Dams No. 1, 2, and 3, the Board staff required that Coffee consult with a Licensed Professional Engineer and submit an Application to Construct form concerning dam safety and whether any modifications or repairs were necessary.

15. In December 2025, the OWRB requested and Coffee submitted a sworn Statement of Assurances of both Coffee Dams No. 4 and 5 in which, *inter alia*, Coffee agrees to have the dams periodically inspected and submit these inspection reports to OWRB. Coffee Dams No. 4 and 5 are not subject to this Consent Order.

16. Coffee hired Freese and Nichols Inc. with respect to Coffee Dams No. 1, 2, and 3.

17. On December 2, 2025, Board staff virtually met with Fox Engineer Inc. and discussed comments on the application submittals regarding Coffee Dam No. 6.

18. On December 22, 2025, Respondent provided the Board with a written extension request in order to properly define the scope of the project and retain an engineering firm for Coffee Dams No. 1-6.

19. On December 23, 2025, Natalie Orbesen, P.E., Dam Safety Program Manager, approved the extension request and set the new deadline for March 31, 2026.

20. Coffee hired Freese and Nichols, Inc. with respect to Coffee Dams No. 1 - 3, and Freese and Nichols promptly began their work in early 2026. On February 5, 2026, Fox Engineering submitted additional engineering data to the OWRB concerning potential improvements for dam safety on Coffee Dam No. 6. Additionally, Fox Engineering advised that trying to install a bottom of the pond floor drain would require draining the pond which would result in an unnecessary fish kill and would also result in potentially damaging the integrity of Coffee Dam No. 6 itself from a safety standpoint.

21. On March 5, 2026, Fox Engineering Inc. provided Board staff with an updated Hydrologic Engineering Center - Hydrologic Modeling System (HEC-HMS) model for Coffee Dam No. 6.

22. On March 9, 2026, Board staff virtually met with Fox Engineering Inc. and discussed comments on the application submittals regarding Coffee Dam No. 6.

23. On March 13, 2026, Coffee provided the Board with another written extension request which detailed a professional agreement with Freese and Nichols Inc., in order to provide the required documentation for Coffee Dams No. 1-3.

24. As of the date of this Consent Order, Board staff is actively working with Fox Engineering, Inc., on the applications and required documentation for Coffee Dam No. 6.

IV. STIPULATIONS OF LAW

25. For the purpose of this Consent Order, Coffee agrees that an owner of dams that are of a size which makes it subject to the Oklahoma Dam Safety Act, 82 O.S. § 110.10 et. seq. is required to comply with the Act and OAC 785:25-3-2(a)(l) and (2), which determines the owners' responsibility to provide for dam safety by making any necessary changes to put the dam in a safe condition.

26. Such responsibility includes but is not necessarily limited to the filing of an application to construct, enlarge, alter, or repair the dam pursuant to Subchapter 5; the modification of the dam to meet applicable minimum requirements in this Subchapter; and the adequate maintenance, operation, and inspection of an existing dam. Construction other than that necessary for the operation, maintenance, investigation, and monitoring of the dam is prohibited. OAC 785:25-3-9.

27. Owners who wish to construct, enlarge, alter, remove, or repair any dam under the Board's jurisdiction shall apply upon printed forms furnished by the Board upon request. Maps, plans, drawings, and specifications of the proposed work along with the required fee must be a part of the application. OAC 785:25-5-1.

28. Plans and specifications shall be prepared by a Registered Professional Engineer (59 O.S. §§ 475.1 and 475.15) who shall have training and/or experience concerning the analysis, design, and/or construction of darns and reservoirs, or by an engineer of any United States governmental agency acting in his official capacity.

29. OAC 785:25-3-10 requires that trees and heavy vegetation be removed from the slopes, crest, emergency spillway areas, and from an area a minimum distance from the toe of the embankment of thirty (30) feet.

30. OWRB has authority to issue an Order pursuant to OAC 785:25-9-3 and 82 O.S. § 110.l0(A) requiring a party to take corrective actions which OWRB deems necessary to place dams in a safe condition and to bring dams into compliance with Oklahoma's Dam Safety Act and OWRB Dam Safety Rules, including minimum design standards for minimum spillway performance standards.

V. ACTIONS AGREED AND ORDERED

The Parties agree to take the following actions, if not already taken:

A. The Application to Construct for Coffee Dams No. 1 -3

31. Coffee will submit an approvable Application to Construct for Coffee Dams No. 1 – 3 by November 30, 2026, in accordance with OAC 785:25-5 and 785:253-6, containing:

a) An application to construct form;
b) A maximum cross-section of the dam showing elevation and width of the crest, slopes of upstream and downstream faces, thickness of riprap, zoning of earth embankment, location of cutoff and bonding trenches, elevations, size and type of outlet conduit, valves and operating mechanism;
c) Area and capacity curves of the proposed reservoirs;
d) Detailed drawings showing plans, cross and longitudinal sections of the outlet conduits, valves and controls for operating the same, and trash racks;
e) The discharge capacity in cubic feet per second of the spillway for each foot in water depth above the spillway crest up to the maximum high water level and the formula used in making such determinations;
f) Detailed plans of spillway structures, cross-section of the channel leading to and from the spillway, spillway profile, and procedures for operation of the spillway structure;
g) Hydrologic and hydraulic analysis report as described in the publication Hydrologic and Hydraulic Guidelines for Dams in Oklahoma, Oklahoma Water Resources Board, Dam Safety Program, August 2011;
h) A requirement, during the period of construction, for supervision by an engineer as required in 785:25-7-2;
i) A provision that the plans and specifications may not be substantially changed or changed in any material respect without prior written consent of the Board; and,
j) Any variance requests related to the applications.

32. Coffee agrees that Coffee and Freese and Nichols will consult in good faith with the OWRB staff concerning the evaluation of the Dams, whether modifications are necessary, and, if so, what Dams, and if a mutually agreeable consensus is reached the same will be included in the Application for Construction for Coffee Dams No. 1 - 3.

B. The Application to Construct for Coffee Dam No. 6

33. Coffee will submit an updated, approvable Application to Construct form for Coffee Dam No. 6 by November 30, 2026 in accordance with OAC 785:25 and the following information:

a) An updated application to construct form;
b) A breach analysis report and map showing the breach inundation area utilizing the publication entitled "Hydrologic and Hydraulic Guidelines for Dams in Oklahoma", Oklahoma Water Resources Board, Dam Safety Program, August 2011 Area and capacity curves of the proposed reservoirs;
c) If **Coffee Dam No.6** is classified as having high hazard potential, the following items (d and e) shall be required;
d) A geotechnical report containing:
    i. A detailed geotechnical investigation and analysis of the dam, and report on such investigation. The geotechnical investigation shall include a minimum boring layout with One (1) crest boring extending through the embankment and foundation materials to bedrock;
    ii. A profile along the dam axis showing the location, elevation, depth of the boring; and,
e) A complete and signed emergency action plan (EAP).

C. The Application to Construct for Coffee Dams No. 1 -3 and 6

34. After the Applications to Construct are agreed upon by the parties and approved by the Board and after any necessary modifications or additional work is completed, Coffee agrees to

submit a notice of completion of work form with as-built drawings for any modifications completed on Coffee Dams No. 1 - 3 and Coffee Dam No. 6 within 30 days of the project completion, in accordance with OAC 785:25-7-6.

D. Post-Work Inspection

35. After the Applications to Construct are approved by the Board and any necessary modifications or additional work is completed, Coffee agrees to provide an inspection report on Coffee Dams No. 1 - 3 and Coffee Dam No. 6 by a professional engineer post project completion and submit written inspection reports to the OWRB no later than 30 days after completion.

E. Administrative Penalty

36. Coffee will immediately pay to the OWRB an administrative penalty in the amount of two thousand, five hundred dollars ($2,500.00). 82 O.S. § 110.10(C); OAC 785:25-11-1.

VI. EFFECTIVE DATE, AMENDMENTS, AND RELEASE CONDITIONS

37. The effective date of this Order shall be the date on which it is approved by the Board.

38. This Order, including any compliance dates, may be amended by mutual agreement of the Board and Respondent. Amendments shall be in writing and shall be in effect when approved by the Board.

39. Satisfaction and Release under this Consent Order is contingent upon Respondent's compliance with the Actions ordered in Section V of this Order does not absolve Respondent, its agents, successors, and assigns of continuing compliance with Oklahoma Water Law, the Oklahoma Dam Safety Act, and Chapter 25 of Title 785 of the Oklahoma Administrative Code with respect to Coffee Dams No. 1-6.

ORDER

IT IS SO ORDERED in regular and open meeting of the Oklahoma Water Resources Board this _____________ day of ______________________, 2026.

C & F RANCH L.C., Respondent

By: V. Glenn Coffee
Name: V. Glenn Coffee
Title: Manager

7/8/26
Date

COFFEE GROUNDS, LLC, Respondent

By: V. Glenn Coffee
Name: V. Glenn Coffee
Title: Manager

7/8/26
Date

OKLAHOMA WATER RESOURCES BOARD

By: ______________________________
Thomas Gorman, Chairman

ATTEST:
By: ______________________________
Heather McCall, Secretary

(SEAL)

CHAPTER 50. FINANCIAL ASSISTANCE

SUBCHAPTER 23. WATER AND WASTEWATER INFRASTRUCTURE INVESTMENT PROGRAM REQUIREMENTS AND PROCEDURES

785:50-23-1. General procedures

(a) **General procedures.** The general procedure to be followed in the loan application, review and consideration process for loans under the Water and Wastewater Infrastructure Investment Program ("WWIIP") authorized by 82 O.S., §§ 1085.66 through 1085.67 shall be as follows:

(1) Application. To start the review process, the applicant must submit a loan application to the Board. In all instances, applications must be submitted in the form and manner to be directed by the Board.

(2) Submittal to Executive Director. Upon completion of staff review, the submitted application (with staff recommendations, if any) shall be submitted to the Executive Director, or designee, for action consistent with authorization provided by the Board.

(b) **Action on the Application.**

(1) After reviewing and considering a submitted application, and in order to provide for the expeditious approval and funding of deserving applications, the Executive Director, or designee, may proceed to take one of the following forms of action on the application:

(A) Approve the application as submitted, as authorized by Board action, and thereby authorize such further action as may be necessary to effectuate loan closing and/or the disbursement of funds.

(B) Retain the application under advisement for further consideration or continue hearing on same for later ruling and disposition, and, may withhold ruling on the application pending submission of such further or additional information as required for application consideration purposes.

(C) Reject and deny the application, in whole or in part.

(D) Place the application on the Board's agenda for an upcoming Board meeting and thereby decline to take dispositive action on the application and refer such application to the Board for action.

(2) Upon approval of an application, the Executive Director, or designee, may authorize loan closing and may affix the facsimile signature of the Chairman of the Board (consistent with authorization provided by the Board) to all necessary closing documents and instruments, and may accordingly authorize and provide for disbursements and may authorize such further or additional action as may be necessary to complete and implement the approved transaction.

(3) After approval of an application, the Executive Director, or designee, shall add the loan to a list of approved loans to be presented to the Board at an upcoming Board meeting.

785:50-23-2. Approval criteria

(a) **General approval standards and criteria.** In the review and consideration of applications for financial assistance under the WWIIP, the Board or the Executive Director, or designee, as applicable (in either case, the "Reviewer"), shall give consideration to the following general and non-exclusive criteria for application approval:

(1) **Compliance with laws.** The application and proposed project must be found to be in compliance with all applicable and relevant federal, state and local laws and regulations, and applicant must possess all necessary and incidental legal rights and privileges necessary to project commencement and operation.

(2) **Eligibility.** The applicant and proposed project must be determined to be eligible for the assistance sought. Except for purposes of loans approved and funded under section 50-23-4 below, eligible projects shall be the projects described in 785:50-3-1 and eligible entities shall be those entities defined pursuant to Section 1085.32 of Title 82 of the Oklahoma Statutes.

(3) **Local need, support and priority.** The project must be found to be needed in the area to be served and must be found to be sufficient, as proposed, to serve such needs. The Reviewer shall additionally consider the project's relative benefit and priority in relation to the needs of other proposed projects and applicants.

(4) **Economic feasibility.** The Reviewer shall consider the overall apparent economic viability and feasibility of the project as a whole, including documentation that demonstrates financial capacity to repay the loan, when required, the proposed revenues from the project, and the adequacy and reliability of estimated revenues necessary for loan repayment, when required.
(5) **Project feasibility.** The Reviewer shall consider from the data submitted and otherwise available whether the proposed project appears to be feasible, and must determine as a prerequisite for approval and funding that it is cost effective.
(6) **Availability of funds.** The Reviewer shall take into consideration the current and anticipated availability of WWIIP funds needed to provide the loan requested.

(b) **Criteria applicability.**
(1) The general criteria set forth in (a) and (c) of this Section are intended to constitute and shall constitute general guidelines and standards for application review and consideration by the Reviewer.
(2) Such criteria shall not be deemed appropriate for strict application and interpretation nor shall such criteria be deemed exclusive.
(3) In all instances, each individual application and project must be reviewed and considered on its own individual merits.
(4) The criteria and standards set forth in (a) and (c) of this Section shall accordingly be interpreted and applied so as to allow sufficient flexibility in the ultimate exercise of Reviewer's judgment and discretion.

(c) **Criteria for denying an application.** The Reviewer may deny an application for any of the following reasons:
(1) The applicant or the entity which stands to receive the benefit of the financial assistance is not an eligible entity.
(2) The applicant has had improper or unsound management in the past.
(3) The applicant's financial condition is not sound enough to assure the Reviewer that the loan would be satisfactorily repaid (including but not limited to circumstances such as inability to meet debt service, inability to meet any applicable rate covenant or additional indebtedness requirements, a substantial increase in operations and maintenance costs due to the proposed project, substantial revenue collection problems, substantial negative financial trends, a default or record of late payment(s) on previous indebtedness, etc.)
(4) The economic conditions pertinent for the applicant show negative trends (including but not limited to conditions such as substantial declines in sales tax revenues, population, per capita income, building permits, or water and/or sewer connections; a substantial increase in unemployment; or detrimental changes in the bases of ten largest customers or ten largest taxpayers).
(5) The project is determined by the Reviewer to not be cost effective.
(6) Any other reason based upon applicable law, applicable goals and purposes for the Water and Wastewater Infrastructure Investment Revolving Fund, or the Reviewer's judgment and discretion.

785:50-23-3. Evaluation criteria for funding loans for water and wastewater infrastructure for workforce housing development and commercial site readiness

(a) The following evaluation and selection criteria shall be considered by the Reviewer in reviewing applications for loans for planning and design for water and wastewater infrastructure for workforce housing development:
(1) The number of housing units to be produced by the water or wastewater infrastructure project;
(2) The number of customers (taps/meters) being served by the applicant's entire system;
(3) Whether the applicant has sufficiently demonstrated that the water or wastewater infrastructure project to be funded with the loan directly supports housing;
(4) The extent that non-housing related development is benefitting from the project, either directly or indirectly;
(5) The likelihood that the housing development will actually take place if the project is completed;
(6) The cost of the project per unit of housing created; and
(7) The extent to which the project is consistent with the applicant's long-term vision for community housing.

(b) The following evaluation and selection criteria shall be considered by the Reviewer in reviewing applications for loans for commercial site readiness:
(1) Whether the project is within the existing water or wastewater service area of the applicant;
(2) The anticipated economic impact to the community of the intended commercial development; and
(3) The existence of an executed development contract or occupant lease commitment.

785:50-23-4. Evaluation criteria for funding loans for environmental compliance and management programs

(a) **Eligibility of private citizens for environmental compliance and management programs.** Unlike other loans from the WWIIP, loans for environmental compliance and management programs may be made to private citizens. Only for purposes of this subchapter 23-5, eligible entities include private citizens. The following evaluation and selection criteria shall be considered by the Reviewer in reviewing applications for loans for environmental compliance and management programs:
(1) Whether the project will adequately rehabilitate a domestic water well that is failing, including failures due to contamination and insufficient supply;
(2) Whether the project will repair or replace a septic system that is
(A) deemed to be failing by a certified septic installer or by the Department of Environmental Quality and

(B) is having a negative impact to the quality of Oklahoma surface water or Oklahoma ground water;
(3) Whether the applicant owns the home that the failing water well or septic system serves or the applicant resides in the home served by the failing water well or septic system and uses the home as their full-time permanent residence
(4) Whether the owner's annual gross income is less than the maximum established by the Board by Resolution; and
(5) Any other evaluation and selection criteria established by the Board by Resolution.

(b) **Principal forgiveness loans for qualifying homeowners.** Private citizens who meet all of the criteria in (a) above may receive 100% principal forgiveness of their WWIIP loan for environmental compliance and management programs, up to 100% of the project cost, if they also meet all of the following criteria:
(1) Provide proof of homeownership and income level.
(2) Follow all DEQ or OWRB rules as applicable in regards to type, size and location of well or septic system.
(3) Agree to provide routine maintenance as recommended for the life of the system.
(4) Provide at least two (2) estimates from DEQ certified septic installers or OWRB licensed well drillers as applicable to complete the project.
(5) Once approved, contract with a DEQ certified septic installer or OWRB licensed well driller as applicable, have all work completed, and submit invoices for payment.

785:50-23-5. Terms and conditions

(a) **Limitation.**
(1) For an approved project and loan application, the Board or the Executive Director, or designee, as appropriate, is authorized to loan and advance to the applicant sufficient funds as are necessary and approved for the project. Such funds shall be drawn by the applicant and disbursed by the Board pursuant to draw requests supported by project cost invoices submitted to the Board and approved by Board staff.
(2) No single recipient shall be awarded more than one WWIIP loan in any single fiscal year. Furthermore, no recipient shall be awarded a WWIIP loan while a previous WWIIP loan to the same applicant is less than 100% disbursed.

(b) **Evidence of indebtedness.** The WWIIP loans contemplated within this Chapter of these rules shall be provided by the Board for approved projects pursuant to such promissory notes or other appropriate form of evidence of indebtedness from the applicant as the Board may require.

(c) **Loan interest and repayment.**
(1) The loan repayment interest rate to be paid by the applicant to the Board shall be the interest rate established by the Board by Resolution and shall be payable by the applicant under such terms and conditions as the Reviewer may require.
(2) The Reviewer may, in its judgment and discretion, provide for the term, condition, manner, form and schedule of the applicant's repayment to the Board of principal and interest, however, all principal payments must begin no later than 12 months after project completion.

(d) **Security for assistance.**
(1) As security for the WWIIP loan provided by the Board to an approved applicant, applicant must provide if required by the Board a mortgage on any or all facilities of the project for which application is made.
(2) The Reviewer shall require a pledge and lien on revenues to be derived from the operation of the project, except for loans made pursuant to subchapter 23-5.
(3) For purposes of this rule, the pledge of and lien on project revenues shall be a pledge of and lien on such project revenues as is necessary to secure repayment of the loan obligation of applicant.
(4) If the specific project for which application is made and approved is not of itself a revenue producing unit, then such pledge of and lien on revenues shall be on the revenues of the revenue producing system of which the specific project is a part: and on such other additional revenue sources or systems which may be pledged by the applicant to satisfy the loan security requirements necessary to obtain the loan from the Board.
(5) The Reviewer may require additional security which the Reviewer deems necessary, which such additional security may include such pledges, liens, debt coverage ratios, revenues and/or mortgages on additional facilities or systems of and as may be tendered by the applicant.

785:50-23-6. Disbursement of funds

(a) **Conditions for disbursement.**
(1) After an application for financial assistance under the program authorized by Sections 1085.66 through 1085.67 of Title 82 of the Oklahoma Statutes has been approved by the Reviewer, the following conditions and requirements shall be met prior to the release and disbursement of any assistance funds:
(A) Unless otherwise provided and approved by the Board Staff, applicant must submit to the Board all plans, specifications and engineering reports for the project for staff approval all of which shall be complete and in sufficient detail as would be required for submission of the project to a contractor for bidding or contracting the project.
(B) The Applicant and the Executive Director or designee, and all other necessary parties, shall have caused to be executed all necessary and incidental instruments and documents for loan closing, including but not limited to all mortgages, promissory notes, loan agreements, financing statements and pledges of project security and revenues where appropriate.

(C) If not previously provided, applicant shall provide Board with a written and verified statement setting forth information reflecting the reasonable availability of and/or a commitment from all other revenue or funding sources needed to finance and complete the project.

(D) The Applicant shall provide the Board with invoices detailing costs incurred for the project.

(2) At the time of and upon compliance with the requirements in (1) of this subsection, the Board may release, and disburse loan funds to the applicant for the approved project.

(b) **Disbursement of loan funds.**

(1) Unless otherwise provided and approved by the Board, the total amount of loan funds authorized under the program authorized by Sections 1085.66 through 1085.67 of Title 82 of the Oklahoma Statutes to the applicant shall not be released and disbursed to applicant in a total lump sum but instead shall be disbursed to applicant in partial amounts at agreed upon intervals and stages of construction, all as provided within the loan agreement.

(2) In conjunction with the rule, the Board may require the applicant to submit to the Board prior to any release or disbursement of funds such invoices, receipts, contracts, verifications, evidence of expenditure or encumbrance, construction status and progress reports or other information as the Board may require.

(3) Unless otherwise provided and approved by the Board Staff, the Board shall not approve the release nor disbursement of more than ninety-five percent (95%) of the total loan funds authorized for loan until such time as the project has been completed, inspected by the project engineer and the Board, and accepted by the applicant. Furthermore, unless otherwise provided and approved by the Board, the Board shall not release nor disburse more than ninety-five percent (95%) of the total loan funds authorized for engineering services until the project engineer has prepared and submitted three sets of as-built project plans (if different from original plans) to the applicant and one set to the Board as applicable.

Rule Impact Statement

Title 785. Oklahoma Water Resources Board
Chapter 50. Financial Assistance

I. **Statement of need and legal basis**

Pursuant to 82 O.S., §§ 1085.66, the Board is required to promulgate rules to effectuate the provisions of the legislation and criteria for a new loan program. The legislation declared this to be an emergency to take effect after the passage of SB1176 (2026). There is an immediate need for water and wastewater infrastructure improvements across the state, justifying the need for emergency rules.

II. **Classification of the rule(s) and justification for classification.**

Non-major rule. There is no cost to the state to administer the new loan program.

III. **Description of the proposed rule(s).**

The proposed rules are required by statute to establish a new loan program. The rules establish the requirements and procedures for the program, including general loan application procedures, evaluation criteria, and terms for infrastructure funding, commercial site readiness, workforce housing development, and private citizen environmental compliance programs.

IV. **Description of the classes of persons who most likely will be affected by the proposed rule(s), including classes that will bear the costs of the proposed rule(s), and any information on cost impacts received by the agency from any private or public entities.**

In general, the cost associated with administering these programs will be paid through existing administrative fees charged on the Board's existing state loan programs. Currently, the Board charges a 0.5% fee on Clean Water State Revolving Fund loans and a 0.2% fee on state program loans (FAP).

V. **Description of the classes of persons who will benefit from the proposed rule(s).**

In general, recipients of the new loan program are public entities as defined in Title 82, section 1085.32. In the case of environmental compliance and public health projects, the program allows for private citizens to receive funding under certain circumstances.

VI. **Comprehensive explanation of the rules' economic impact.**

The proposed rule change has no negative economic impact. Any administrative costs associated with the new program will be absorbed through existing Board funds. Loan recipients will pay a minimal interest rate on the new loans (less than one million dollars). This interest rate will be lower than most municipalities are able to obtain on the general market. Thus over five years there will be no negative economic impact.

VII. **Detailed explanation of methodology and assumptions used to determine the economic impact.**

The methodology used to determine the economic impact is based on the assumption that the loans in this program are not backed by bonds that increase the cost of issuance by requiring local bond counsel. Additionally, interest rates will be dependent on fluctuations in the market.

VIII. **Determination of whether implementation of the proposed rule(s) will have an economic impact on any political subdivisions or require their cooperation in implementing or enforcing the rule(s).**

This rule does not it require the cooperation of political subdivisions in implementing or enforcing the rule. Political subdivisions who choose to participate in the loan program will bear the cost of repayment of the loan.

IX. **Determination of whether implementation of the proposed rule(s) may have an adverse economic effect on small business as provided by the Oklahoma Small Business Regulatory Flexibility Act.**

This rule change will not have an adverse economic impact on small business.

X. **Measures taken to minimize the cost and impact of the proposed rule on business and economic development in this state, local government units of this state, and individuals.**

The new program is designed to cover a gap in funding for municipalities and other public entities that need to make improvements to water and wastewater infrastructure. The Board will not be charging an administrative fee on these loans and interest rates will be kept as low as necessary to maintain the revolving nature of the program.

XI. **Determination of the effect of the proposed rule(s) on the public health, safety and environment and, if the proposed rule(s) is/are designed to reduce significant risks to the public health, safety and environment, an explanation of the nature of the risk and to what extent the proposed rule will reduce the risk.**

The new loan program is designed to assist public entities and private entities with water and sewer infrastructure upgrades. Upgrades to these systems reduce the risk of public health concerns and environmental concerns.

XII. **Determination of any detrimental effect on the public health, safety and environment if the proposed rule(s) is/are not implemented.**

If rules are not implemented, OWRB would not be able to administer a statutorily directed program and entities would not be able to access low interest funding to address environmental and public health infrastructure upgrades.

XIII. Analysis of Alternatives to Adopting the Rule(s)

There are no alternatives to adopting these rules.

XIV. Estimated Time Spent by State Employees to Develop Rule and Other Resources Used in Developing Rule

OWRB staff hours, including legal staff, spent approximately 20 hours developing these proposed rules and also utilized the Financial Assistance Division's contracted attorney to develop these proposed rules. Approximately 15 hours were spent by the contracted attorney on developing these rules.

XV. Summary and Preliminary Comparison of Any Existing or Proposed Federal Regulations Intended to Address the Activities to be Regulated by Proposed Administrative Rules

There are no federal regulations intended to address the activities to be regulated by the proposed rules.

XVI. Date the rule impact statement was prepared and if modified, the date modified.

The Oklahoma Water Resources Board prepared this rule impact statement on September 3, 2026.