

## **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.**

**March 18, 2025, Special Meeting Draft Official Minutes  
For consideration at the April 15, 2025 Board Meeting**

## CALL TO ORDER

The Regular Meeting of the Oklahoma Water Resources Board was called to order by Madam Chair Jennifer Castillo, on March 18, 2025, at 9:30 a.m. at the Oklahoma Water Resources Board located at 3800 N. Classen Blvd. Oklahoma City, Oklahoma 73118. The meeting was conducted pursuant to the Oklahoma Open Meeting Law with due and proper notice provided pursuant to Sections 303 and 311 thereof. The agenda was posted on February 21, 2025, at 1:30 p.m., at the Oklahoma Water Resources Board's offices at 3800 N. Classen Boulevard, Oklahoma City, Oklahoma.

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

### Board Members Present

Robert Stallings, Jr.  
Ron Justice  
Suzanne Landess  
Jarred Campbell  
Jennifer Castillo  
Matt Muller  
Bob Latham

### Board Members Absent

Darren Cook  
Tom Gorman

### Staff Members Present

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

### Others Attending

Mary Stallings  
Gary Kinder  
James Fowler  
Dale Cottingham  
Kaimbri White  
Ted Sutton  
Weston Watts  
Rusty Whisenhunt  
Glen Winters  
Gatlin Squires  
Michael Brookes  
Eric King  
Stuart England  
Trace Justiss  
Andrew Fleet  
Joe Krodel  
Travis P.  
Michelle Wynn  
William Parson  
Mark, last name illegible  
Ed Fite

Cameron Bertelli  
Roa Peterson  
Leslie Lewis  
Bodie Bachelor

B. Discussion, Amendments and Vote to Approve Official Minutes of February 25, 2025, Special Meeting. Madam Chair Castillo inquired if all members reviewed the minutes of the February 25, 2025, meeting and if no questions, or changes, requested a motion to approve. No comments or amendments; Mr. Stallings motioned to approve, and Ms. Landess seconded the motion. Madam Chair Castillo called for the vote.

AYE: Latham, Stallings, Justice, Landess, Muller, Castillo

NAY: None

ABSTAIN: Campbell

ABSENT: Gorman and Cook

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

Director Cunningham started off her report by welcoming Michelle Wynn to the board meeting. Ms. Wynn is out of the Office of the Secretary of Energy and Environment.

Director Cunningham reported that we are experiencing ongoing wildfires and reported on 22 current active fires. As we are entering wildfire season and anticipating it to be worse because of the prolonged drought. We have seen over 100 days with less than ¼ inch of precipitation over much of state and that we are in one of the driest times in the driest longest period in history. Once it starts warming the drought will rapidly increase. Soil moisture is holding steady for now. Secretary Blaine Arthur, of the Department of Agriculture, has been inviting partners to the Emergency Drought meetings to gather more information and education on the climate and drought situation.

The legislative session has been a priority for Director Cunningham to include meetings, budget hearing, along with bill advisement. Legislative Liaison Robby Short reported on legislature movements to include infrastructure funding bills, rural water bills, along watching bills for financial impacts.

Director Cunningham spoke about the EPA Region 6 Administrator, Scott Mason, who visited with OWRB with regard to EPA funding and program impacts.

Director Cunningham reported that OWRB is in the process of looking to move spaces to possibly the Jim Thorpe building and are in talks with OMES.

We are wrapping up our last round of our OCWP meetings around the state and have been getting good feedback and with begin working groups to finalize the complete plan.

D. **Financial Update**

Mr. Cleve pierce, Chief Administrative Services Division, presents the budget report for the period ending February 2025. Mr. Pierce reports the agency has spent 50 % of its appropriated budget leaving 50 %; spent 40% of its revolving budget, leaving 60%; has spent 24% of its federal budget, leaving 76%. Overall, the total budget remains is 38% with 62% of the year remaining.



## 2. FINANCIAL ASSISTANCE DIVISION

- A. Consideration of and Possible Action on a Proposed Order Approving Extension of Time for Obligation of Funds for Drinking Water Funding for the Marietta Public Works Authority, Love County, Oklahoma. Recommended for Approval.

This is a request from the Marietta Public Works Authority for an extension of time to close a loan the board approved at the March 2024 meeting. The original approval was for \$5,750,000 for the construction of a well, storage tank, and water lines. The Authority closed on a portion of the loan on June 3, 2024, in the amount of \$3,208,172 for the water lines and the storage tank. The well portion of the project has not received the permit to construct, which is why they need the extension to close a loan for this portion of the project. The loan will be funded through the Drinking Water SRF loan program with a fixed interest rate plus an admin fee and a maturity not to exceed 30 years. The loan will be secured with a lien on Marietta's water and sewer revenues and a mortgage on the water and sewer systems. This is the only loan Marietta has with the board and their debt coverage ratio stands at 1.26 times.

Madam Chair Castillo inquired if there were any questions, need for discussion or a motion to approve. Mr. Muller motioned to approve, and Mr. Latham seconded the motion. Madam Chair Castillo called for the vote.

AYE: Latham, Stallings, Justice, Campbell, Landess, Muller, Castillo

NAY: None

ABSTAIN: None

ABSENT: Gorman, Cook

- B. Consideration of and Possible Action on a Proposed Order Approving Drinking Water Funding Application for the Francis Public Works Authority, Pontotoc County, Oklahoma. Recommended for Approval.

This is a \$1,730,000 loan request from the Francis Public Works Authority. They have requested the funds to replace a deteriorating water tower and loop dead end lines to help increase water pressure. The loan will be funded through the Drinking Water SRF loan program with a fixed interest rate plus an admin fee and a maturity not to exceed 30 years. The loan will be secured with a lien on Francis' water, sewer, and sanitation systems revenues and a mortgage on the water and sewer systems. This is Francis' first loan with the board and their debt coverage ratio stands at 1.60 times.

Madam Chair Castillo inquired if there were any questions, need for discussion or a motion to approve. Mr. Latham motioned to approve, and Mr. Stallings seconded the motion. Madam Chair Castillo called for the vote.

AYE: Latham, Stallings, Justice, Campbell, Landess, Muller, Castillo

NAY: None

ABSTAIN: None

ABSENT: Gorman, Cook

- C. Consideration of and Possible Action on a Proposed Order Approving Clean Water Funding Application for The Lawton Water Authority, Comanche County, Oklahoma. Recommended for Approval.

This is a \$39,000,000 loan request from The Lawton Water Authority. They have requested the funds to rehabilitate dams at Lake Ellsworth, Gondola Lake, and Lake Lawtonka. The Oklahoma Conservation Commission has stated that these repairs are consistent with priorities in Oklahoma's Nonpoint Source

Management Plan. The loan will be funded through the Clean Water SRF loan program with a fixed interest rate plus an admin fee and a maturity not to exceed 30 years. The loan will be secured with a lien on Lawton's water, sewer, and sanitation systems revenues. Lawton has been a long-standing borrower with a loan balance of approximately \$206 million and in good standing. Their debt coverage ratio stands at 1.48 times.

Madam Chair Castillo inquired if there were any questions, need for discussion or a motion to approve. Mr. Campbell motioned to approve, and Mr. Justice seconded the motion. Madam Chair Castillo called for the vote.

AYE: Latham, Stallings, Justice, Campbell, Landess, Muller, Castillo

NAY: None

ABSTAIN: None

ABSENT: Gorman, Cook

### 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.
- D. Consideration of and Possible Action on Financial Assistance Division Items:

- 1. Emergency Grant Applications:  
None.

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

<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
ACOG				
a.	FAP-25-0027-R	The Crescent Public Works Authority	Logan	\$ 99,999.00
EODD				
b.	FAP-25-0066-R	Rural Water District No. 5, Okmulgee County	Okmulgee	\$ 99,999.00
GGEDA				
c.	FAP-25-0077-R	Adair Municipal Authority	Mayes	\$ 99,500.00
INCOG				
d.	FAP-25-0048-R	Shidler, Oklahoma, Public Works Authority	Osage	\$ 49,995.00
KEDDO				
e.	FAP-25-0010-R	The Wright City	Craig	\$ 99,999.00

Public Works Authority

NODA f.	FAP-25-0073-R	Fairmont Public Works Authority	Garfield	\$ 99,999.00
OEDA g.	FAP-25-0019-R	Taloga Public Works Authority	Dewey	\$ 99,999.00
SODA h.	FAP-25-0047-R	Stonewall Public Works Authority	Pontotoc	\$ 84,115.00
SWODA i.	FAP-25-0035-R	Mountain View Public Works Authority	Kiowa	\$ 99,969.00

3. CWSRF Principal Forgiveness Loan Applications:  
None.

4. DWSRF Principal Forgiveness Loan Applications:

a.	ORF-23-0061-DW	Commerce Development Authority	Ottawa	\$ 931,230.00
b.	ORF-23-0060-DW	Rural Water District No. 17, LeFlore County	LeFlore	\$ 800,000.00

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

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

<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
a.	ARP-23-0282-G	Francis Public Works Authority	Pontotoc	\$ 1,000,000.00
b.	ARP-23-0030-DPG	Town of Rentiesville	McIntosh	\$ 1,153,847.50
c.	ARP-23-0009-DTG	City of Tishomingo	Johnston	\$ 1,800,000.00
d.	ARP-23-0020-DTG	Chandler Municipal Authority	Lincoln	\$ 2,650,000.00

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

1. Joint Funding Agreement between OWRB and the U.S. Geological Survey for the collection of continuous monitoring of six stream-flow sites within the Little Washita River and Fort Cobb Basins.

- E. Consideration of and Possible Action on Applications for Temporary Permits to Use Groundwater:
1. Linghui Zhang, Pawnee County, 2024-538
  2. Russell D. Calvert and Darla S. Calvert, Roger Mills County, 2024-647
  3. Grass Roots Properties 2005, LLC, Osage County, 2024-652
- F. Consideration of and Possible Action on Applications to Amend Temporary Permits to Use Groundwater:  
None.
- G. Consideration of and Possible Action on Applications for Regular Permits to Use Groundwater:
1. Rodney and Carol Cowan, Blaine County, 2023-530
  2. Yangbo Ou and Fengbing Chen, Cleveland County, 2024-573
  3. E-F, LLC, Beaver County, 2024-622
  4. Logan Cade and Devin Dean Brakhage, Cimarron County, 2024-648
  5. Logan Cade and Devin Dean Brakhage, Cimarron County, 2024-649
  6. Russell D. Calvert and Darla S. Calvert, Roger Mills County, 2024-659
- H. Consideration of and Possible Action on Applications to Amend Regular Permits to Use Groundwater:
1. Russell D. Calvert and Darla S. Calvert, Roger Mills County, 1981-912
- I. Consideration of and Possible Action on Applications to Amend Prior Right to Use Groundwater:
1. Russell D. Calvert and Darla S. Calvert, Roger Mills County, 1956-695
- 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. Town of Temple, Cotton County, 2022-023
- 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: Circle S Sprinkler, LLC	DPC-1129
1. Operator: Matthew Steinert	OP-2576
Activities: Pump Installation	
B. Licensee: Letts & Demery Pump and Drilling	DPC-1131
2. Operator: Hunter Demery	OP-2583
Activities: Pump installation and plugging of certain water wells	
C. Licensee: Curtis Construction, LLC	DPC-1133
3. Operator: Curtis Habecker	OP-2585
Activities: Pump installation and plugging of certain water wells	
D. Licensee: Miller Drilling	DPC-1135
4. Operator: Dennis Miller	OP-2587
Activities: Groundwater wells and pump installation	
  2. New Operators, Licensee Name Change, and/or Activities for Existing Licenses:

A. Licensee: Martins Well Service	DPC-0669
1. Operator: Matthew Schonlan	OP- 2577
Activities: Pump installation	
B. Licensee: Oklahoma Environmental, Inc	DPC-0363

2. Operator: Will Van Hoozer	OP-2578
Activities: Monitoring wells and geotechnical borings	
C. Licensee: Meyer Pump Service	DPC-0134
3. Operator: Lucio DeLeon	OP- 2579
Activities: Pump installation	
D. Licensee: Meyer Pump Service	DPC-0134
4. Operator: Russell Schat	OP-2580
Activities: Pump installation	
E. Licensee: Meyer Pump Service	DPC-0134
5. Operator: Eric Simmons	OP-2581
Activities: Pump installation	
F. Licensee: Blue Sage Services	DPC-1020
6. Operator: Renato Basurto	OP-2582
Activities: Groundwater wells	
G. Licensee: Letts & Demery Pump and Drilling	DPC-1131
7. Operator: Klay Reed	OP-2584
Activities: Pump installation and the plugging of certain water wells	
H. Licensee: Blue Sage Services	DPC-1020
8. Operator: Jose Urrutia	OP-2586
Activities: Pump installation and the plugging of certain water wells	
I. Licensee: Okie Drilling and Water Well Services	DPC-1059
9. Operator: Hayden Wilcox	OP-2588
Activities: Pump installation	

J. Licensee: Okie Drilling and Water Well Services	DPC-1059
10. Operator: Donald Stewart	OP-2589
Activities: Groundwater wells	

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

1. City of Krebs – Krebs Dam, Pittsburg County, OK10432

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:

1. Kelly D Witchey, Woodward County, #FPA-815
2. Misty Smith, Town of Bokchito, #FPA-494
3. Ray James, Town of Kiowa, #FPA-549
4. Chad Foster, City of Bristow, #FPA-555

Q. Consideration of and Possible Action on a Proposed Order with Stipulated Agreements:

1. BubbaSugarLittle, LLC, Oklahoma County, 2022-575

Madam Chair Castillo inquired if there were any questions, need for discussion or a motion to approve. Mr. Stallings motioned to approve, and Mr. Latham seconded the motion. Madam Chair Castillo called for the vote.

AYE: Latham, Stallings, Justice, Campbell, Landess, Muller, Castillo

NAY: None

ABSTAIN: None

ABSENT: Gorman, Cook

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

**A. Maximum Annual Yield Presentation**

**Chris Neel**

Chris Neel presented to the Board, the maximum Annual Yield Process his team adheres to when conducting these studies. The presentation covered Oklahoma Groundwater Law, Maximum Annual Yield/Equal Proportionate Share Requirements, Determination Process, Major Aquifers Overview, Hydrologic Investigations, Geology, Life of a Basin, along with many other points of interest. The presentation is available by request.

**05000 5. SPECIAL CONSIDERATION**

**Chairman Jennifer Castillo**

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

1. Summary – **Mr. Chris Neel**
2. Discussion and presentation by parties
3. Possible Executive Session

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

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

Notice is given by Winters Farms, LLC c/o Glen Winters of 15910 S. CR 209, Altus, OK 73521 has filed an application, #2022-573, with the Oklahoma Water Resources Board (Board) for a permit to use 299.3 acre-feet of groundwater per year. The groundwater is proposed to be used for irrigation (cotton, wheat, alfalfa, and grass) and taken from 149.64 acres located as follows: NW of Section 30, T3N, R19WIM, Jackson County. The water is to be withdrawn from eight (8) wells located as follows: one (1) well each in the NE SW NW, NW NW NW, NW SW NW, two (2) wells in the SW SW NW, and three (3) wells in the SW NW NW; all in Section 30, T3N, R19WIM, Jackson County, and used in Jackson County, Oklahoma. The applicant gave proper Public Notice, the application was protested, and an administrative hearing on remand by the Board was held on January 8, 2025. The Board concludes that the well exception request should be granted. The hearing examiner recommends approval.

Madam Chair Castillo motioned to approve the order with allowed amendments to scriveners’ errors. Mr. Muller seconded the motion.

AYE: Latham, Stallings, Justice, Campbell, Landess, Muller, Castillo

NAY: None

ABSTAIN: None

ABSENT: Gorman, Cook

- \*Mr. King, attorney for protestants made a motion to vacate Board vote due to conflict of interest.
- \*This item will be considered under Special Consideration during the April 2025 Board meeting.
- \*Full transcript of this Special Consideration has been provided as Exhibit 1 and is attached to these official minutes.

**B. Consideration of and Possible Action on Application for a Regular Groundwater Right No. 2023-519, Southwest AG Farms, LLC, Beaver County, Oklahoma:**

1. Summary – **Mr. Chris Neal**
2. Discussion and presentation by parties
3. Possible Executive Session

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

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

Notice is given by Southwest Ag Farms, LLC c/o Curtis Neeley of PO Box 540, Sunray, TX 79086 has filed an application, #2023-519, with the Oklahoma Water Resources Board (Board) for a permit to use 320 acre-feet of groundwater per year. The groundwater is proposed to be used for irrigation (corn, cotton, and wheat) and taken from 160 acres located as follows: in the SE of Section 8, T1N, R26ECM, Beaver County. The water is to be withdrawn from one (1) well located as follows: in the SE NW SE of Section 8, T1N, R26ECM, Beaver County, and used in Beaver County, Oklahoma. Wells and dedicated lands are located over the Ogallala-Panhandle groundwater basin. The applicant gave proper Public Notice, the application was protested, and an administrative hearing was held on October 9, 2024. The Board hereby orders that application no. 2023-519 in the name of Southwest AG Farms, LLC. Shall be and is hereby not approved due to violation of OAC 785: 30-3-6 as to well spacing. The hearing examiner recommends not approval.

Questions: Does the law or statute define the state of the well for well spacing of 1320 feet as an active well?  
Inactive well?

Answer: Ground water well means any excavation that is drilled, cored, bored, washed, driven, jetted or otherwise construction which is used or is capable of being used for the production of groundwater. This is from our Well Driller Rules in chapter 13.

Question: The application filed did not have a well spacing exemption requested, do our rules or statute allow the amendment of an application or are they silent on that?

Answer: The rules for an application ask the applicant to do due diligence about surrounding wells, there is no specific list of things. Ideally, they tell us up front but we have a public notice process.

Question: When this well came to light, when it went to notice, and that’s when the neighbors notified OWRB of an existing well within the proposed well spacing.

Answer: Correct; though there were no logs existing for this particular well.

Presentation presented by both applicant and protestant's attorneys.

Question: If we believe, right or wrong, the existing well in question, if we want to call it meeting the definition of a well, what recourse does the applicant have, can they apply for a well spacing exemption and what is the time frame?

Answer: Since all the work has been done, it will probably take three months or so.

\*An audio of this meeting is available by request. Questions have been condensed.

Madam Chair Castillo motioned to approve the order as written by denying the application. Mr. Stallings seconded the motion.

AYE: Latham, Stallings, Justice, Castillo

NAY: Muller, Campbell

ABSTAIN: Landess

ABSENT: Gorman, Cook

C. Consideration of and Possible Action on Application for a Limited Quantity Regular Groundwater Right No. 2023-531, Matt DeSantiago and Brett Williams, Cleveland County, Oklahoma:

1. Summary – **Mr. Chris Neel**
2. Discussion and presentation by parties
3. Possible Executive Session

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

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

Notice is given by Matt DeSantiago and Brett Williams, of 1000 Villaverde Circle, Norman, OK 73071 has filed an application, #2023-531, with the Oklahoma Water Resources Board (Board) for a permit to use 9.00 acre-feet of groundwater per year. The groundwater is proposed to be used for agriculture (cannabis) purposes and to be withdrawn from 4.5 acres located: 1.67 acres in the SE NE SE, 1.5 acres in the SW NE SE, and 1.42 acres in the NE NE SE; all in Section 2, T7N, R2WIM, Cleveland County. The applicant intends to withdraw the groundwater from one (1) well located in the in the SE NE SE of Section 2, T7N, R2WIM, Cleveland County, and used in Cleveland County, Oklahoma. Wells and dedicated lands are located over the Garber-Wellington groundwater basin. The applicant gave proper Public Notice, the application was protested, and an administrative hearing was held on October 22, 2024. A Proposed Order was prepared, served on the parties, and presented to the Board for consideration and action, whereupon the Board remanded the matter back to the Hearing Examiner at request by Counsel for Applicants to resubmit any leases or deeds that satisfy the legal chain of title for use of water on the land, which is elaborated in more detail in the below paragraphs 8 through 10. The hearing examiner recommends approval.



Presentation by applicant's attorney.

Madam Chair Castillo inquired if there were any questions, need for discussion or a motion to approve. Mr. Muller motioned to approve as written, and Mr. Latham seconded the motion. Madam Chair Castillo called for the vote

AYE: Latham, Stallings, Justice, Campbell, Landess, Muller, Castillo

NAY: None

ABSTAIN: None

ABSENT: Gorman, Cook

**06000 6. NEW BUSINESS**

**Chairman Jennifer Castillo**

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**

**Chairman Jennifer Castillo**

The next regular meeting of the Oklahoma Water Resources Board will be held on Tuesday, April 15, 2025, at 9:30 am. In the offices of the OWRB, 3800 N. Classen Boulevard, Oklahoma City, OK 73118.

**OKLAHOMA WATER RESOURCES BOARD**

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

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

\_\_\_\_\_  
Matt Muller

\_\_\_\_\_  
Darren Cook

\_\_\_\_\_  
Ron Justice

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

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

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

*ATTEST:*

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

RECEIVED  
APR 04 2025  
OKLAHOMA WATER RESOURCES BOARD

BEFORE THE OKLAHOMA WATER RESOURCES BOARD  
STATE OF OKLAHOMA

IN THE MATTER OF THE APPLICATION OF )  
WINTERS FARMS, LLC FOR A PERMIT TO ) Application No. 2022-573  
USE GROUNDWATER )

**APPLICANT’S RESPONSE AND OBJECTION TO**

**PROTESTANT’S MOTION FOR RECONSIDERATION**

Pursuant to 75 O.S. §§ 316 and 317(A), the Applicant, Winters Farms, LLC (“Applicant”), hereby responds and objects to the Motion for Reconsideration (“Motion”) filed by the Protestant, David Parson, (“Protestant”). On March 18, 2025, the Oklahoma Water Resources Board (the “OWRB”) voted unanimously to approve Applicant’s temporary groundwater use permit and issued the Findings of Fact, Conclusions of Law and Board Order on Remand (the “Order”). After the OWRB’s final agency action, Protestant moved to set aside the Order due to an alleged conflict of interest impacting an OWRB member and Applicant. Protestant’s Motion is ill-conceived, unsupported by law, and attempts to defy the determinations of the OWRB. In support of its motion, Applicant states as follows:

**ARGUMENT AND AUTHORITIES**

**I. The Applicable Legal Standards.**

75 O.S. § 316 provides that a party may seek to disqualify a hearing examiner or agency member for “inability to give a fair and impartial hearing . . .” A party must make such request “by filing an affidavit, promptly upon discovery of the alleged disqualification, stating with particularity the grounds” upon which such claim is raised. *Id.* (emphasis added). The Oklahoma Supreme Court “has repeatedly rejected appellate claims of partiality where the complaining party never sought disqualification at the administrative proceeding under 75 O.S.2011, § 316.” *Leo v. Oklahoma Water Res. Bd.*, 2023 OK 96, ¶ 48, 536 P.3d 939, 954 (citing *Lowrey v. Hodges*, 1976

OK 132, ¶ 23, 555 P.2d 1016, 1024; *Robbins v. Okla. Alcoholic Bev. Control Bd.*, 1969 OK 202, ¶ 19, 461 P.2d 610, 613) (emphasis added). Section 316 is interpreted as requiring a party to raise a disqualification claim during an administrative proceeding and promptly file an affidavit immediately upon discovery of such issue—a mandatory step based on the plain language of the statutory provision. *Id.*, ¶ 49 (citing *Robbins*, 1969 OK 202, ¶ 19, 461 P.2d at 613 (The prompt affidavit requirement is one of “substance and not merely of form” and is a mandatory step for an appellant seeking disqualification during the administrative proceeding.)).

Section 317 states that a party may make a request to rehear, reopen, or reconsider a final agency order within ten (10) days of such order. 75 O.S. § 317(A). However, the grounds for a request must be either:

1. Newly discovered or newly available evidence, relevant to the issues;
2. Need for additional evidence adequately to develop the facts essential to proper decision;
3. Probable error committed by the agency in the proceeding or in its decision such as would be ground for reversal on judicial review of the final agency order;
4. Need for further consideration of the issues and the evidence in the public interest; or
5. A showing that issues not previously considered ought to be examined in order properly to dispose of the matter.

*Id.* The scope of such review is limited to the five grounds contemplated in Section 317. *See* 28 Okla. Op. Att’y Gen. 181 (1999). Further, “[u]nder the Oklahoma APA, the time and grounds available for rehearing, reopening or reconsideration of an order are extremely limited.” *Id.* (emphasis added).

## **II. Protestant's Motion Must Be Dismissed for Failure to Timely Seek Disqualification, and for Failure to File an Affidavit, Before the OWRB Rendered its Decision.**

Under the plain language of the statutory provision, Protestant was required to raise a disqualification claim immediately upon discovery of the alleged conflict of interest. *See* 75 O.S. § 316; *see also Lowrey*, 1976 OK 132, ¶ 23, 555 P.2d at 1024. Instead, under the guise of due process, Protestant strategically waited to raise his unfounded claim until the OWRB rendered its decision. The OWRB requested a hearing on remand on February 28, 2024. However, Protestant filed the Motion after the hearing on remand completed on January 8, 2025 and the OWRB rendered its decision on March 18, 2025. Indeed, Protestant gave an oral motion immediately before the OWRB adjourned its meeting and closed the record. *See* Hearing Tr., 33:5-35:10, March 18, 2025. (Ex. 1, Hearing Transcript.) Section 316 clearly provides that disqualification claims must be raised before the applicable hearing or proceeding is complete.

Moreover, Protestant's motions and the record are devoid of any grounds upon which the claim was raised, and Protestant failed to file an affidavit pursuant to Section 316. When considering a Section 316 disqualification request, Oklahoma courts have consistently reviewed the record to determine whether a prejudicial error was rendered. *Lowrey*, 1976 OK 132, ¶ 23, 555 P.2d at 1024 ("The Board approached this matter in great detail and the final findings and decision were left to the Board itself after arguments of counsel."). In both Protestant's oral motion and the Motion, Protestant declined to provide any facts supporting his claim that the OWRB could not provide a fair and impartial proceeding. In contrast, the OWRB Chair provided specific factual and legal reasoning in support of approving the Order. *See* Hearing Tr., 31:17-21, March 18, 2025 ("And I will state, in support of my motion [to approve the proposed order], before we take a vote, that it is based on my reading of the law, my reading of the record that was before us, and the evidence and...our charge to follow the law."') (emphasis added). Oklahoma courts have

consistently affirmed that Section 316 requirements are mandatory to timely raise a disqualification claim. Any attempt now by Protestant to bring a disqualification claim is untimely, and Protestant failed to meet any of the mandatory requirements under Section 316.

**III. Protestant's Motion Must Be Dismissed for Failure to Raise an Undue Influence Claim Before the OWRB Rendered its Decision.**

Protestant also failed to bring any undue influence claims before the Section 316 deadline. Oklahoma courts have repeatedly rejected unsupported undue influence claims filed after a final agency action. *See Leo*, 2023 OK 96, ¶¶ 49-50, 536 P.3d at 954 (“The Board members heard argument from each party at the Board meeting prior to the vote. The Board members also all had access to review the recording of four days of testimony and one day of public comment prior to the vote.”). Even if Protestant alleges an OWRB member had an undue influence during the hearing or proceeding, there is no evidence in the record supporting such a claim. Like the unsuccessful movant in *Leo*, Protestant had ample opportunity to bring forth a Section 316 undue influence claim, and both parties received a fair and impartial hearing. Simply put, there is no evidence that the OWRB was under pressure to make a biased determination.

**IV. Protestant's Motion Must Be Dismissed for Failure to Request Reconsideration under Proper Grounds in Violation of Section 317.**

Oklahoma authority interprets Section 317 to provide a narrow scope of permissible grounds to submit a Motion for Reconsideration. *See* 28 Okla. Op. Att'y Gen. 181 (1999). Such grounds are extremely limited and must be derived from clear statutory authority in accordance with the Oklahoma APA. Protestant raised his disqualification claim after the clock ran. Protestant not only filed after he was out of time, but also submitted motions unfounded in law. Accordingly, the OWRB lacks statutory authority to consider the motions. Protestant's futile effort to seek a favorable decision plainly falls outside the four corners of Section 317 and the scope of statutory

authority granted to the OWRB by the Oklahoma APA. Under the guise of unsubstantiated due process and conflict of interest claims, Protestant seeks to unravel the Order in an attempt to take a second bite at the apple.

**CONCLUSION**

For the reasons set forth above, Applicant respectfully requests the OWRB enter an order dismissing Protestant's Motion for Reconsideration.

Respectfully Submitted,



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FARMS, LLC**

**CERTIFICATE OF SERVICE**

I hereby certify that on the 4th day of April, 2025, a true and correct copy of this document was emailed to the following persons:

Chrystal Krittenbrink  
Oklahoma Water Resources Board Hearings Clerk  
Cris.Krittenbrink@owrb.ok.gov

Glen Winters  
Winters Farm LLC  
Glen.Winters@okfb.com

Eric King  
Fellers Snider  
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jmontgomery@fellerssnider.com

A handwritten signature in black ink that reads "Dale Cottingham". The signature is written in a cursive, slightly slanted style.

---

Dale E. Cottingham

TRANSCRIPT OF AUDIO RECORDING  
EXCERPT FROM THE SPECIAL CONSIDERATION HEARING  
BEFORE THE OKLAHOMA WATER RESOURCE BOARD  
CHAIRMAN JENNIFER CASTILLO  
HAD IN OKLAHOMA CITY, OKLAHOMA  
ON MARCH 18, 2025

WORD FOR WORD REPORTING, L.L.C.  
620 N. ROBINSON  
SUITE 202  
OKLAHOMA CITY, OKLAHOMA 73102  
(405) 232-9673

TRANSCRIBED BY JENESSA KENDALL KALSU, C.S.R.



\* \* \* \* \*

(Beginning transcription of audio  
recording at time stamp 1:05:18.)

CHAIRMAN CASTILLO: Okay. I believe that  
was at least our five minutes, if not a few extra.  
So let's come back onto the record this morning.

And make sure everybody's technology is  
working and we can see what we need to see.

Everybody good?

(No audible response.)

CHAIRMAN CASTILLO: Okay. Mr. Neel, you  
are recognized again, but this time let's move into  
our Special Consideration agenda.

So I'm going to hand it over to you for  
the Application for a Temporary Groundwater  
Right No. 2022-573, Winters Farms, LLC, Jackson  
County, Oklahoma.

Mr. Neel, if you would like to give us our  
summary.

MR. NEEL: Thank you, Madam Chair.

Members of the board, we have heard this  
permit before. And I'll go through and give a -- a  
brief history. On October 31st, 2022, Winters  
Farms, LLC, referred to as "The Applicant,"  
submitted an Application for a Temporary Groundwater

1 Permit 2022-573, requesting authorization of  
2 299.3 acre feet of groundwater for the purpose of  
3 irrigation from 8 wells in the southwest Oklahoma  
4 Minor Groundwater Basin, which has established well  
5 spacing of 1,320 feet.

6 And this is in Jackson County, I believe?

7 CHAIRMAN CASTILLO: Yes.

8 MR. NEEL: Okay.

9 Applicant requested authorization to use  
10 the 299.3 acre feet of previously drilled  
11 groundwater wells for irrigation to grow cotton,  
12 wheat, alfalfa and grass.

13 The application requested well spacing  
14 exceptions and was protested by David and Amy Parson  
15 and Carl Wayne Whitaker, referred to as "Protestant  
16 Parsons" and "Protestant Whitaker."

17 The hearing was set for February 28th,  
18 2024. The order from that hearing approved that  
19 application and granted well spacing exceptions.

20 During the testimony, Applicant could not  
21 provide evidence that test wells were drilled on the  
22 east side of the property, which would have been  
23 outside of the well spacing requirements.

24 At the May 2024 board meeting, Mr. Gorman  
25 made a motion to remand the application back to the

1 hearing examiner.

2 The hearing on remand commenced on  
3 January 8th, 2025, at the board's office in Oklahoma  
4 City.

5 During the hearing, Colby George, of  
6 George Water Well Drilling Company, testified to  
7 drilling three test wells on the east side of the  
8 property -- I believe this was in July of 2024,  
9 after the first hearing -- which yielded fifteen,  
10 fifteen and zero gallons per minute.

11 There's a map, I believe, in that packet,  
12 and I have a blow up of that map showing the area,  
13 if you would all like that for reference.

14 The three test wells are on the east side  
15 of the property. They were drilled to 60 feet and  
16 subsequently plugged.

17 From this evidence, the hearing examiner  
18 concluded that meeting the well spacing requirements  
19 would be inequitable and unreasonable.

20 In the Order presented here to you today,  
21 the hearing examiner recommends approving the  
22 application for the well spacing exception.

23 Protestants filed exception to the Order  
24 and argued that Applicant did not do their due  
25 diligence in meeting well space requirements

1 regarding drilling of add -- additional test wells.

2 Protestants' exceptions also indicate that  
3 although the wells were drilled prior to 2019, they  
4 were not put to use; and therefore, do not meet the  
5 qualifications of Chapter 30-3-6(e)(1)(c), which  
6 states that the board may consider granting a well  
7 spacing exception if the wells were drilled prior to  
8 the May Order or October 1st, 2019.

9 So that piece of language basically states  
10 if the wells were there, you can use them, if they  
11 were being used prior to those dates.

12 The exceptions argue that these wells were  
13 not put to use, they were drilled before -- or at --  
14 they were drilled, but not put to use.

15 Representing the Applicant today, I  
16 believe the Applicant Glen Winters is here, with  
17 their representation Dale Cottingham; and the  
18 Protestant, Eric King, is here. And um --

19 The Parsons -- Are the Parsons here?

20 At this time, if you have any questions, I  
21 will try to answer or we can ask the Applicants and  
22 Protestants.

23 CHAIRMAN CASTILLO: Let's -- let's start  
24 with any questions that the board may have for  
25 Mr. Neel, and then we will hear presentation by

1 Mr. Cottingham, who represents the Applicant.

2 Is that correct?

3 UNIDENTIFIED SPEAKER: Are these the same  
4 thing? These are the test wells that show the --

5 MR. NEEL: You've got the map there. This  
6 is just updated, showing the test wells locations.

7 (Inaudible chatter.)

8 CHAIRMAN CASTILLO: Thank you. Okay.

9 MR. LATHAM: I've got a question.

10 CHAIRMAN CASTILLO: Okay. Mr. Latham,  
11 would you turn your microphone on? Thank you.

12 MR. LATHAM: So it was remanded back for  
13 additional investigation, correct?

14 MR. NEEL: It was remanded back to the  
15 hearing examiners, correct. The -- I believe the  
16 Whitaker well is up here on this parcel of land,  
17 just north of the dedicated land; and the Parsons  
18 well is down here.

19 MR. LATHAM: Was that just for additional  
20 investigation or did they also come up with a  
21 recommendation?

22 MR. NEEL: In this Order? Or --

23 MR. LATHAM: The hearing examiner --  
24 (Inaudible.)

25 MR. NEEL: So it was remanded back by the

1 board to investigate whether there was water on  
2 basically the east side of the property.

3 MR. LATHAM: So that was the test wells  
4 that were drilled?

5 MR. NEEL: That was the test wells that  
6 were drilled that produced, towards the east,  
7 fifteen, fifteen, and the well -- according to the  
8 well log, the test well known as centers has zero  
9 gallons per minute, or was. These wells -- test  
10 wells have been plugged. According to Chapter 35,  
11 those wells needed to be plugged within 60 days.

12 MS. SARA GIBSON: That's from -- the  
13 original remand was to obtain more evidence  
14 regarding the availability of water on other parts  
15 of the dedicated land and to obtain more evidence  
16 regarding waste by depletion and beneficial use.

17 MR. LATHAM: Was there any conclusion of  
18 the -- (Inaudible words.)

19 MS. SARA GIBSON: The hearing examiner did  
20 make a recommendation.

21 MR. NEEL: The hearing examiner  
22 recommended allowing the permit with the wells  
23 spacing exceptions. The examiner felt like they did  
24 their due diligence.

25 CHAIRMAN CASTILLO: Are there other

1 questions for Mr. Neel?

2 (No audible response.)

3 CHAIRMAN CASTILLO: Okay. Thank you.

4 At this time, we would recognize  
5 Mr. Cottingham, representing the Applicant, Glen  
6 Winters, Winters Farm -- Winters Farms, LLC in  
7 Jackson County.

8 Mr. Cottingham, we're going to give each  
9 party -- or each -- yeah, party five minutes to make  
10 a presentation.

11 And Tamara is going to be our official  
12 timekeeper.

13 MR. COTTINGHAM: Thank you, for the time,  
14 Madam Chairman, members of the board.

15 This is the second time this application  
16 for permit has appeared in front of you. The first  
17 time, the matter was remanded -- and I have a copy  
18 of the transcript from the May 21 hearing on the  
19 meeting of the board. And this was the motion by  
20 Mr. Gorman.

21 "I'd make a motion to remand this  
22 application back to the hearing officer to obtain  
23 more evidence regarding the availability --  
24 availability of water on other parts of the  
25 dedicated land and also to obtain more evidence

1 regarding the waste -- sorry -- waste by depletion  
2 and beneficial use."

3 And that motion was approved by the board  
4 and the matter went back for a hearing, that which  
5 occurred in January of this year, for the remand.

6 And those were the two issues before the  
7 hearing officer to take evidence in regard to those.

8 Hearing Officer did so, the hearing  
9 officer made the recommendation to this Court that  
10 the application be approved, including the spacing.

11 Now, I do want to make a comment in regard  
12 to Mr. Neel's comments about the position that was  
13 advanced by Protestants, in regard to looking at  
14 785:30-3-6(b), which is the location exception rule.

15 The language that Mr. Neel referred to is  
16 one of four examples that is given by this rule  
17 about the reasons why the board can find that it's  
18 appropriate to issue a location exception.

19 It's number (c): "The well requested to  
20 be authorized is a well which was drilled,  
21 completed, and used prior to the date of the maximum  
22 annual yield determination or prior to October of  
23 2019, within temporary basins in which this does not  
24 meet the spacing requirements of this section." [As  
25 read.]



1 But that's only one, there were three  
2 others.

3 The other -- the fourth one, (d), that is  
4 the one that we fit under. Let me recap: "The  
5 Applicant presents substantial and competent  
6 evidence to the board, and the board determines that  
7 the amount of groundwater available in locations  
8 that would meet the spacing requirements is  
9 insufficient for permits to be authorized." [As  
10 read.]

11 That is the exception we need.

12 The position that was advanced by  
13 Protestants and the exceptions confused this.  
14 They -- it seems to me, their reading of this  
15 particular rule or rather this regulation is to  
16 conflate. And they have conflated this (c) with  
17 (d). The exception -- the rule doesn't do that.  
18 These are various exceptions.

19 The evidence that was presented on  
20 January 8th, 2025, is as follows: "Regarding the  
21 availability of water and the sufficiency of water,  
22 and other parts of the property that meet the  
23 location exception..."

24 Mr. Winters, Winters Farms, and clearly it  
25 says here: "Authorize the drilling of three test

1 wells." [As read.]

2 Those are identified in this plat that --  
3 that --

4 I have taken one minute or I have one  
5 minute?

6 MS. TAMARA LILLY: You have one minute.

7 MR. COTTINGHAM: Okay. Well, I'll be  
8 quick.

9 So we drilled three test holes and they  
10 show insufficient water. The only evidence that was  
11 offered in regard to the availability or sufficiency  
12 of the water was that of Mr. Winters, the water was  
13 insufficient to the purpose to which he wants to use  
14 the water.

15 In regard to beneficial use, it is the  
16 position of Protestants that it is the obligation of  
17 the permit of the Applicant to show that waste or a  
18 depletion will not occur.

19 And the position of our Protestants is we  
20 didn't meet that.

21 However, the Lowery case makes clear that  
22 if we show the amount -- if we show the method of  
23 irrigation -- which we did, we showed the method of  
24 irrigation in great detail -- and the burden will  
25 then shift -- and we also learned how hard -- do you

1 know what (inaudible word) for a water management  
2 plan. The evidence was that we were going to  
3 perform, to the tee, that plan.

4 With that evidence, the Lowery case says,  
5 "The burden then shifts."

6 It's up to the Protestants to show that  
7 waste will cause -- in that regard, Mr. Parsons  
8 testified that he fears that waste will occur;  
9 however, waste is -- if he's concerned about it, he  
10 agrees that waste will occur in the future.

11 And the Lowery case deals with that. That  
12 is a post-permit issuance issue. Meaning, we've  
13 satisfied our obligations. Winters Farms owns this  
14 property, Winters Farms owns the groundwater. It  
15 wants to put the groundwater to beneficial use.

16 This permit should be approved. I'm  
17 open -- I'm sorry I took longer than five minutes.

18 I am open to questions.

19 CHAIRMAN CASTILLO: Are there any  
20 questions for Mr. Cottingham at this time?

21 MR. LATHAM: I have one.

22 CHAIRMAN CASTILLO: Mr. Latham.

23 MR. LATHAM: So in looking at the three  
24 well tests that were performed, two being fifteen  
25 feet columns, I presume, or fifteen gallons per

1 minute, and one being zero. But is this amount of  
2 flow sufficient to not create waste, given the  
3 exception to spacing?

4 MR. COTTINGHAM: Our response is -- is  
5 this: First, the only evidence at the hearing  
6 that --

7 MR. LATHAM: I didn't ask what the  
8 evidence --

9 MR. COTTINGHAM: I'm going to get to --  
10 I'm going to get to the substance of this, but I'm  
11 wanting to talk about the evidence at the hearing  
12 first. The only evidence at the hearing was, "It's  
13 insufficient."

14 However, if you look at the plat, down in  
15 the far east of the property, two test wells were  
16 drilled, both made fifteen gallons per minute. The  
17 one in the middle was dry.

18 However, those on the west side of the  
19 property averaged thirty-eight gallons a minute.

20 And the evidence is that that is -- the  
21 water down toward the east is not sufficient to run  
22 the irrigation system that Mr. Winters has in mind.

23 CHAIRMAN CASTILLO: Other questions for  
24 Mr. Cottingham, at this time?

25 (No audible response.)

1 CHAIRMAN CASTILLO: Okay. Thank you.

2 MR. COTTINGHAM: Thank you.

3 CHAIRMAN CASTILLO: Okay.

4 MS. TAMARA LILLY: Six minutes and  
5 ten seconds.

6 CHAIRMAN CASTILLO: You went a total of  
7 six minutes and ten seconds.

8 So at this time, I would recognize  
9 Mr. King, who recognizes David and Amy Parson.

10 And you will be allowed the same  
11 six minutes and ten seconds.

12 MR. KING: Thank you, Madam Chair and the  
13 members of the Water Resource Board. The question  
14 was will the two -- two wells provided  
15 fifteen gallons per minute. And Mr. Cottingham  
16 would say, "Well, that's inefficient."

17 But fifteen gallons is twice as much as my  
18 clients are taking for their livestock. So there is  
19 no evidence in the record showing that it's  
20 insufficient.

21 I had a long presentation, which I'm going  
22 to have to shorten. So bear with me if I talk  
23 fairly quickly.

24 There is no evidence upon which the board  
25 could determine that waste will not occur. We told

1 you about the seven wells that were drilled that  
2 were never tested by a third party.

3 My clients had their wells tested by a  
4 disinterested third party. We know that their  
5 testing is accurate.

6 The wells on Winters Farms allegedly  
7 averaged thirty-eight gallons, was done with a  
8 bucket. That's how they tested it. That was the  
9 testing on it. There is no update on that. They  
10 were given a second bite at the apple. Never came  
11 through.

12 The Applicant, other than what they put in  
13 the initial application, did not present substantial  
14 evidence. They relied -- and the hearing examiner,  
15 for some reason, relied on the allegations in the  
16 application and said, "Well, that settles it."  
17 Insufficient evidence.

18 And about seven or eight times, this  
19 hearing examiner shifted the burden of proof from  
20 the Applicant -- which the statutes and also the  
21 rules clearly state the burden of proof is on the  
22 Applicant -- to the Protestants.

23 We didn't put on any evidence, because it  
24 was not our responsibility. And apparently, the  
25 hearing examiner thought otherwise.

1           Our exceptions -- and I would like to  
2 encourage you to read those -- should be granted and  
3 the proposed order rejected, because the Applicant's  
4 evidence does not show the requiring Applicant  
5 requiring the established well spacing to be  
6 inequitable or reasonable.

7           In the previous conversation, 2 acres --  
8 2 acre feet per acre, that's a lot of water.

9           My witness testified that even on  
10 twenty-five gallons, in four minutes, it ran dry.  
11 He's in the southwest corner.

12           Also, I have to point out that the map  
13 that you have been presented, if you look at the  
14 exceptions, this well 31843 is the Fulton well. It  
15 is not my client's well.

16           And yet, the hearing examiner found a  
17 well. That well is outside of this aquifer. So  
18 you're not even entitled to any kind of relief.

19           Well, the only evidence in these is when  
20 my client located his well clearly up to and well  
21 within this aquifer.

22           The hearing examiner managed to get it  
23 wrong. He said, "Oh, Mr. Parson only owns  
24 1.18 acres."

25           No, the testimony was that that was how

1 much the Fulton's own. He owns a much larger share  
2 of that southwest corner.

3 Once again, he doesn't understand. It is  
4 not the Protestants' burden of proof to show that if  
5 the wells were drilled elsewhere there would be  
6 sufficient water to meet the Applicant's needs.

7 The Applicant's burden to present  
8 substantial competence -- competent evidence to the  
9 board and the board determines that the amount of  
10 groundwater available in locations that would meet  
11 spacing requirements is insufficient for the  
12 purposes to be authorized.

13 Applicants simply failed to meet its  
14 burden of proof. It doesn't then shift to the  
15 Protestants.

16 The hearing examiner's statement that no  
17 evidence was offered to show that if the wells were  
18 drilled elsewhere there would be sufficient  
19 wastewater -- I'm sorry -- to meet the Applicant's  
20 needs, reflects his failure to understand whose  
21 burden of proof it is by rule and statute.

22 The Applicants said, "I want to grow  
23 cotton. I want to grow grass. I want to do  
24 alfalfa. I want to do this, that and the other."

25 "How much water will you need?" I asked.



1                   He couldn't answer. He hadn't done the  
2 study.

3                   Suddenly, this shifts to the Protestants?

4                   It cannot be this. He's the one that has  
5 the obligation to tell you, and the hearing  
6 examiner, he failed.

7                   MS. TAMARA LILLY: One minute.

8                   MR. KING: The -- I disagree,  
9 respectfully, with Counsel for the Applicant  
10 concerning the rules. It is set out in our  
11 exceptions rule, that the evidence did not establish  
12 that the location of the wells was spaced on  
13 available area. There's not one bit of evidence in  
14 there.

15                  So I respectfully request that the  
16 proposed order must be rejected.

17                  The hearing examiner's statements about  
18 "The Protestants didn't provide this, they didn't  
19 provide that." We had no obligation to do that.

20                  And so for those reasons, we respectfully  
21 request that this decision by the hearing examiner  
22 be reversed and this application be denied.

23                  Thank you very much.

24                  CHAIRMAN CASTILLO: Thank you.

25                  MR. KING: If you have any questions, I'm

1 happy to answer those.

2 CHAIRMAN CASTILLO: Are there any  
3 questions for Mr. King at this time?

4 (No audible response.)

5 CHAIRMAN CASTILLO: Okay. Board, at this  
6 point, we've heard presentation from staff and from  
7 the parties.

8 We can go into executive session to have  
9 this discussion, that would require a motion, a  
10 second, as well as a vote; or we can have discussion  
11 that you would like to have in the open setting.

12 (No audible response.)

13 CHAIRMAN CASTILLO: Okay. Not hearing a  
14 motion or any concern or need being expressed for  
15 executive session, so then let's move to any  
16 discussion that we need to have regarding the  
17 proposed order that is in front of us.

18 UNIDENTIFIED SPEAKER: Madam Chair, I  
19 would like to make a comment --

20 CHAIRMAN CASTILLO: Yes.

21 UNIDENTIFIED SPEAKER: -- as to the waste  
22 by depletion issue. On behalf of irrigators, if we  
23 allow this permit to be rejected because of the  
24 Applicant not properly defining that he will not --  
25 if you want to shut off all irrigation water -- this

1     guy has made every effort of showing exactly how  
2     he'd use the water, how the water will be applied.  
3     Those are standard agro -- agronomic practices  
4     commonly accepted. So this waste by depletion  
5     idea -- depletion idea is ludicrous.

6             Now, if what he says is going to happen  
7     does not happen, then yeah, we can come back and  
8     rescind or whatever.

9             But this is going to use the latest means  
10    possible, set up his irrigation to apply this water  
11    on commonly accepted crops. This waste by depletion  
12    issue is out the window, as far as I'm concerned.

13            Now, the well spacing issue, that is  
14    legitimate debate.

15            But I do think zero -- fifteen gallons a  
16    minute will not provide sufficient water to feed  
17    into a -- an efficient irrigation system.

18            You put up a quarter mile pivot, you need  
19    at least 300, 350 gallons a minute, at least,  
20    delivery or it is not worth the cost of the project  
21    or you're not going to be able to do what you need  
22    done.

23            So, you know, fifteen gallons a minute  
24    will water your livestock, but it's not going to  
25    operate a pivot. You've got to have more volume

1     than that to make it work.

2                 So I do think the Applicant has made  
3     legitimate effort to find water outside of the well  
4     space exemption, and did not find a sufficient  
5     water.

6                 Having said all of that, this is an area  
7     not known for lots of extra water. And my question  
8     to Counsel, or to Mr. Neel, is: If the Applicant is  
9     granted his permit, and then in the coming years the  
10    area wells all go run dry, what recourse, if any, do  
11    the area well owners have, if their wells -- there's  
12    interference and there's no water left for them?

13    That would be my question.

14                CHAIRMAN CASTILLO: Okay. I would like to  
15    hear Mr. Neel's response, and then I would also like  
16    a response to that question from the attorney from  
17    the Applicant, as well as the Protestants.

18                MR. NEEL: We just had a presentation on  
19    the maximizing (sic) yield of our determinations.  
20    And in that, I stated that this is a mining log, so  
21    once the water is depleted, we allow for that. It's  
22    gone. There is no -- no recourse.

23                CHAIRMAN CASTILLO: Okay.

24                MR. NEEL: Sara may have something else.  
25    I saw a little nod there.

1 MS. SARA GIBSON: The board does have  
2 authority to set restrictions on pumping, oil well  
3 drilling, in the event that interference -- that  
4 there's evidence that interference will occur, or  
5 a -- potentially, the permit could be reopened at  
6 some future date.

7 MR. MULLER: So the Protestants, should  
8 they present sufficient evidence in the future,  
9 after -- if the Applicant's granted his right as  
10 ordered, and develops this well field and applies it  
11 to his crops properly, but even so, if area wells  
12 run dry, can they come back and have -- and address  
13 before us this hearing decision?

14 MS. SARA GIBSON: This is very  
15 theoretical. The interference language is fairly  
16 new in the statutes.

17 I -- we -- interference, itself, may not  
18 be a sufficient reason to review a permit. We may  
19 have to have a showing of waste to come back and  
20 reopen a permit and review it. So we -- maybe. It  
21 depends.

22 CHAIRMAN CASTILLO: Mr. --

23 Any other questions for Mr. Neel? Because  
24 I would like to hear response to that -- your  
25 question, just to make sure that we've heard from

1 all of the parties.

2 (No audible response.)

3 CHAIRMAN CASTILLO: Any other questions  
4 for Mr. Neel on this?

5 (No audible response.)

6 CHAIRMAN CASTILLO: Okay. Mr. Cottingham.  
7 Thank you, Mr. Neel. You might hangout in  
8 that area, just in case we've got additional  
9 questions for you.

10 MR. COTTINGHAM: For the record, Dale  
11 Cottingham again, for the Applicant.

12 It's clearly a policy of Oklahoma law  
13 (inaudible) that use of the rural waters (inaudible)  
14 the proposed -- and I'm going to use the word  
15 hypothetical -- the proposed hypothetical is  
16 Winters Farms is granted this application, goes out  
17 and manifolds these wells, turns them on,  
18 neighboring wells run dry. That's the proposal.

19 What happens then? What recourse is  
20 there?

21 The board continues, in my judgment, with  
22 jurisdiction over the permit. I do agree with  
23 general counsel that it may require a finding of  
24 waste. However, the board, at some later date,  
25 could add conditions to the permit.

1 But at this point, there has been no -- no  
2 finding of waste. And as I said during my remarks,  
3 under the Lowery case, the issue of waste is an  
4 after-the-fact inquiry.

5 I don't know if that answered your  
6 question.

7 CHAIRMAN CASTILLO: Thank you.

8 Mr. King, would you also provide a  
9 response to Mr. Muller's question?

10 MR. KING: Sure. If it please the Court.  
11 What you're looking at is insufficient  
12 evidence of how much Winters Farms needs for its  
13 cotton, wheat, and alfalfa crops.

14 I think the record it tells us he's had  
15 two different opportunities to tell us how much  
16 water he needs.

17 All I know is Mr. Parson uses this water  
18 from this one well, that's within the aquifer, for  
19 his personal needs, as well as for his animals'  
20 needs. This is a significant part of his income.

21 And so I don't know how the board has  
22 sufficient evidence, because there is nothing in  
23 there other than this arbitrary 2-acre feet per  
24 acre. So you get fifteen to thirty, which has  
25 already been discussed. And that's troublesome to

1 me.

2 The hearing examiner didn't even know  
3 where his well was. He just identified the well  
4 that Mr. Parson is using, which was the Fulton well.

5 CHAIRMAN CASTILLO: Thank you.

6 Other questions, comments or discussion  
7 from the board?

8 (No audible response.)

9 CHAIRMAN CASTILLO: Mr. Justice.

10 MR. JUSTICE: I have a -- I have a  
11 question.

12 CHAIRMAN CASTILLO: Would you turn your  
13 mic on, please.

14 MR. JUSTICE: I'm sorry.

15 There seems to be a -- there seems to be a  
16 disagreement on -- on -- proof of -- on --

17 MR. NEEL: Burden of proof?

18 MR. JUSTICE: Burden of proof is what I'm  
19 trying to say. I'm sorry. Burden of proof.

20 And I would just like your comments on  
21 if -- if those were fulfilled or what, the burden of  
22 proof?

23 MR. NEEL: Can you be more explicit in  
24 your question?

25 MR. JUSTICE: Well, you know, according to



1 one, they indicated that they had met -- met the  
2 burden of proof; the other one said that they had  
3 switched and it should not be -- the burden of proof  
4 should not be switched to the other person.

5 I'm wondering what the situation is with  
6 those.

7 MR. NEEL: We have eight -- seven wells  
8 that were drilled in 2018. We have an application  
9 that was filed in 2022. These wells were drilled  
10 prior to any application to the board.

11 This is another instance where Intent to  
12 Drill would have been very helpful because the  
13 Intent to Drill process would have said you need to  
14 stay outside the 1320 acre feet. That would have  
15 helped.

16 On this parcel of land, can you drill a  
17 well everywhere and determine if -- how many wells  
18 do you drill for a burden of proof?

19 I don't know.

20 Um, could there -- you could argue that  
21 there could have been more burden of proof in  
22 drilling additional wells.

23 You could have gone just outside that 1320  
24 and drilled a series of wells along an arc at 1320  
25 to see if there was water just outside that well

1 spacing.

2 Um -- I think that they did look at the  
3 east side of their property. So they provided some  
4 due diligence.

5 And that's my answer.

6 CHAIRMAN CASTILLO: So it is the  
7 Applicant's burden to prove the elements of law that  
8 you're required to consider before you grant the  
9 permit.

10 The board's application and initial review  
11 is kind of a preliminary review that can be used to  
12 support that, but in the case of the hearing, it is  
13 the Applicant's responsibility to present sufficient  
14 evidence for you to make a decision.

15 There is no, like, line about what's  
16 sufficient evidence, what you need to make a  
17 decision.

18 Mr. King may disagree with me.

19 But that's what you need to make a  
20 decision.

21 Now, if -- it's not really a burden  
22 shifting. It is the Protestants then have an  
23 opportunity to present evidence in to, um, allow you  
24 to make a different decision on the granting of that  
25 permit.

1           Now, when we get into location exceptions,  
2   that language is kind of strange. Um, it is  
3   inequitable or unreasonable to the Applicant that  
4   they would not be allowed to drill that well.

5           And so both parties would have to produce  
6   evidence that it's either inequitable or  
7   unreasonable or not.

8           Does that make sense?

9           (No inaudible response.)

10          CHAIRMAN CASTILLO: Okay. Board members,  
11   are there any other questions at this point?

12          (No audible response.)

13          CHAIRMAN CASTILLO: If not, we can move  
14   into discussion and/or potential motions.

15          (No audible response.)

16          CHAIRMAN CASTILLO: I've got a question,  
17   Mr. Neel.

18          Just confirming that the evidence that was  
19   presented, it was that there is concern about waste  
20   in the future if this temporary permit is approved.  
21   But no -- at least, based on my reading and my  
22   recollection, I didn't see any evidence they have  
23   right now. And I can't think of really a way you  
24   could prove right now that there is waste, until you  
25   actually put it into place.

1 MR. NEEL: Correct.

2 CHAIRMAN CASTILLO: That's my logical  
3 brain trying to make sense of this.

4 MR. NEEL: Correct. We had applications  
5 before where a public water supplier and a neighbor  
6 both had models constructed, and you all made a  
7 decision based off those models, and what (inaudible  
8 word) those models, so they both brought evidence.

9 CHAIRMAN CASTILLO: But here, there were  
10 no models; is that correct?

11 MR. NEEL: Correct. Or any kind of  
12 calculations or anything.

13 CHAIRMAN CASTILLO: Okay. Thank you.

14 Did my questions raise any additional  
15 questions or points of discussion?

16 (No audible response.)

17 CHAIRMAN CASTILLO: Okay. I would  
18 entertain a motion either to approve our proposed  
19 Order that we have; we could have a motion to make  
20 some revision to it and what those revisions should  
21 be; we can have a motion to reject it; or remand it  
22 back yet again. But this --

23 Again, this was filed back in 2022  
24 originally, correct?

25 MR. MULLER: Yes. That's the

1     only thing --

2             CHAIRMAN CASTILLO:   Mr. Muller.

3             MR. MULLER:   -- I think what the board  
4     needs to do is not remand it again.  We need to make  
5     a decision today.  Both the Applicant and Protestant  
6     have poured countless hours and resources into this,  
7     and we need to make a decision.

8             UNIDENTIFIED SPEAKER:  For sure.

9             CHAIRMAN CASTILLO:  I agree with you  
10    wholeheartedly, Mr. Muller.

11            So do we have -- do we have a motion?

12            (No audible response.)

13            CHAIRMAN CASTILLO:  Sara, I should have  
14    asked this question ahead of time, but did it -- it  
15    did not occur to me.

16            I can make a motion on my own in this  
17    instance?

18            MS. SARA GIBSON:  (No audible response.)

19            CHAIRMAN CASTILLO:  Okay.  I would move,  
20    at this time, that we approve the proposed order  
21    that we have from the hearing examiner.

22            UNIDENTIFIED SPEAKER:  Well, I have  
23    concerns about sufficiency of water.  I think  
24    following the law and evidence presented, lends  
25    itself to the elements.  So I would second the

1 motion.

2 CHAIRMAN CASTILLO: Thank you.

3 Yes, Sara?

4 MS. SARA GIBSON: Um -- Would you mind  
5 adding to the motion that we can correct any  
6 Scrivner's errors that exist. I know that there is  
7 one issue in the well location.

8 CHAIRMAN CASTILLO: Okay. Let me.

9 MR. NEEL: And there is some typos in  
10 the lines.

11 CHAIRMAN CASTILLO: Okay. Let me amend my  
12 motion to adopt it, but it could be revised slightly  
13 to take care of any Scrivener's errors or typos.

14 Do I still have a second to my motion?

15 (No audible response.)

16 CHAIRMAN CASTILLO: Thank you.

17 And I will state, in support of my motion,  
18 before we take a vote, that it is based on my  
19 reading of the law, my reading of the record that  
20 was before us, and the evidence and -- and our --  
21 our charge to follow the law.

22 Okay. We've got a motion before us.  
23 Let's take a vote.

24 MS. TAMARA LILLY: I apologize, did  
25 Mr. Muller re-second that?

1 CHAIRMAN CASTILLO: He nodded his  
2 agreement to --

3 MR. MULLER: Yes.

4 CHAIRMAN CASTILLO: -- re-second it.

5 MR. MULLER: I second.

6 MS. TAMARA LILLY: Thank you.

7 Are you ready?

8 CHAIRMAN CASTILLO: Ready.

9 MS. TAMARA LILLY: Okay. Mr. Latham?

10 MR. LATHAM: Aye.

11 MS. TAMARA LILLY: Mr. Stallings?

12 MR. STALLINGS: Aye.

13 MS. TAMARA LILLY: Mr. Justice.

14 MR. JUSTICE: Aye.

15 MS. TAMARA LILLY: Ms. Landess?

16 MS. LANDESS: Aye.

17 MS. TAMARA LILLY: Mr. Muller?

18 MR. MULLER: Aye.

19 MS. TAMARA LILLY: Mr. Campbell?

20 MR. CAMPBELL: Aye.

21 MS. TAMARA LILLY: Madam Chair Castillo?

22 CHAIRMAN CASTILLO: Aye.

23 MS. TAMARA LILLY: Okay.

24 CHAIRMAN CASTILLO: Thank you very much.

25 Let's move on to our second Special

1 Consideration.

2 (This portion of the transcribed audio  
3 concludes at time stamp 1:47:57.7.)

4 \* \* \* \* \*

5 (The following portion transcribed begins  
6 at time stamp 2:41:01.1)

7 CHAIRMAN CASTILLO: Yes. Oh, my  
8 apologies. Yes, Mr. King.

9 MR. KING: Madam Chair, if the Oklahoma  
10 Water Resources Board has ethical rules and conflict  
11 interest rules, I'm requesting, at this time, for  
12 you to set aside your decision on this case to  
13 revoke that recommendation due to the conflict of  
14 interest among your members. I'll -- I'll stop  
15 there.

16 CHAIRMAN CASTILLO: Okay.

17 MR. KING: I can identify the member, I  
18 can identify the conflict, but that's probably  
19 better done --

20 CHAIRMAN CASTILLO: Yes.

21 MR. KING: -- in a private --

22 CHAIRMAN CASTILLO: Yes.

23 MR. KING: -- session.

24 But I wanted to bring that to the board's  
25 attention.



1 I think it's a very serious violation.

2 CHAIRMAN CASTILLO: Okay. Let's pause  
3 there.

4 Sara, guidance?

5 MS. SARA GIBSON: Mr. Cottingham is not  
6 here anymore, is he?

7 MR. KING: He's not. No.

8 MS. SARA GIBSON: Can we request briefing?

9 CHAIRMAN CASTILLO: Okay.

10 MS. SARA GIBSON: How are you -- I mean, I  
11 -- we just need some way to notice --

12 CHAIRMAN CASTILLO: Mr. --

13 MS. SARA GIBSON: -- the other parties --

14 CHAIRMAN CASTILLO: Um --

15 MS. SARA GIBSON: -- of that motion.

16 CHAIRMAN CASTILLO: I do recognize your  
17 oral motion, Mr. King. In my --

18 MS. SARA GIBSON: My thoughts --

19 CHAIRMAN CASTILLO: -- put that in  
20 writing, provide notice to Mr. Cottingham, and  
21 then -- is that something --

22 MS. SARA GIBSON: We will set for  
23 executive session and arguments --

24 CHAIRMAN CASTILLO: At the next --

25 MS. SARA GIBSON: -- at the next meeting.

1 That's sufficient. So yes, just whatever you need  
2 to memorialize that motion for the other parties.

3 CHAIRMAN CASTILLO: Okay.

4 MR. KING: All right. Thank you.

5 CHAIRMAN CASTILLO: Thank you for bringing  
6 that to our attention.

7 Okay. Hearing nothing else at this point  
8 in time, again, our next meeting is Tuesday, April  
9 the 15th, 2025, at 9:30. And with that, we will  
10 stand adjourned.

11 (This portion of the transcript concluded  
12 at time stamp 2:43:21.9)

C E R T I F I C A T E

STATE OF OKLAHOMA       )  
  )   SS:  
COUNTY OF OKLAHOMA     )

I, JENESSA K. KALSU, a certified shorthand reporter within and for the State of Oklahoma, certify that the above excerpt of audio recording of special consideration hearing was taken by me in stenotype and thereafter transcribed by computer and is a true and correct transcript of the proceeding to the best of my ability from the recording; that I am not an attorney for or a relative of any party, or otherwise interested in this action.

Witness my hand and seal of office on this the 26th day of March, 2025.



JENESSA K. KALSU, CSR  
Oklahoma CSR No. 01654  
Expiration Date December 31, 2025

<b>(</b>	<b>6</b>	<b>amend</b> 31:11
<b>(c)</b> 9:19 10:16	<b>60</b> 4:15 7:11	<b>amount</b> 10:7 11:22 13:1 17:9
<b>(d)</b> 10:3,17	<b>7</b>	<b>Amy</b> 3:14 14:9
<b>1</b>	<b>785:30-3-6(b)</b> 9:14	<b>and/or</b> 28:14
<b>1,320</b> 3:5	<b>8</b>	<b>animals'</b> 24:19
<b>1.18</b> 16:24	<b>8</b> 3:3	<b>annual</b> 9:22
<b>1320</b> 26:14,23,24	<b>8th</b> 4:3 10:20	<b>apologies</b> 33:8
<b>1:05:18</b> 2:3	<b>A</b>	<b>apologize</b> 31:24
<b>1:47:57.7</b> 33:3	<b>accepted</b> 20:4,11	<b>apparently</b> 15:24
<b>1st</b> 5:8	<b>accurate</b> 15:5	<b>appeared</b> 8:16
<b>2</b>	<b>acre</b> 3:2,10 16:8 24:24 26:14	<b>apple</b> 15:10
<b>2</b> 16:7,8	<b>acres</b> 16:7,24	<b>Applicant</b> 2:24 3:9,20 4:24 5:15, 16 6:1 8:5 10:5 11:17 15:12,20, 22 16:4 18:9 19:24 21:2,8,17 23:11 28:3 30:5
<b>2-acre</b> 24:23	<b>add</b> 5:1 23:25	<b>Applicant's</b> 16:3 17:6,7,19 22:9 27:7,13
<b>2018</b> 26:8	<b>adding</b> 31:5	<b>Applicants</b> 5:21 17:13,22
<b>2019</b> 5:3,8 9:23	<b>additional</b> 5:1 6:13,19 23:8 26:22 29:14	<b>application</b> 2:15,25 3:13,19,25 4:22 8:15,22 9:10 15:13,16 18:22 23:16 26:8,10 27:10
<b>2022</b> 2:23 26:9 29:23	<b>address</b> 22:12	<b>applications</b> 29:4
<b>2022-573</b> 2:16 3:1	<b>adopt</b> 31:12	<b>applied</b> 20:2
<b>2024</b> 3:18,24 4:8	<b>advanced</b> 9:13 10:12	<b>applies</b> 22:10
<b>2025</b> 4:3 10:20	<b>after-the-fact</b> 24:4	<b>apply</b> 20:10
<b>21</b> 8:18	<b>agenda</b> 2:13	<b>approve</b> 29:18 30:20
<b>28th</b> 3:17	<b>agree</b> 23:22 30:9	<b>approved</b> 3:18 9:3,10 12:16 28:20
<b>299.3</b> 3:2,10	<b>agreement</b> 32:2	<b>approving</b> 4:21
<b>2:41:01.1</b> 33:6	<b>agrees</b> 12:10	<b>aquifer</b> 16:17,21 24:18
<b>3</b>	<b>agro</b> 20:3	<b>arbitrary</b> 24:23
<b>30-3-6(e)(1)(c)</b> 5:5	<b>agronomic</b> 20:3	<b>arc</b> 26:24
<b>300</b> 20:19	<b>ahead</b> 30:14	<b>area</b> 4:12 18:13 21:6,10,11 22:11 23:8
<b>31843</b> 16:14	<b>alfalfa</b> 3:12 17:24 24:13	<b>argue</b> 5:12 26:20
<b>31st</b> 2:23	<b>allegations</b> 15:15	<b>argued</b> 4:24
<b>35</b> 7:10	<b>allegedly</b> 15:6	<b>attention</b> 33:25
<b>350</b> 20:19	<b>allowed</b> 14:10 28:4	<b>attorney</b> 21:16
	<b>allowing</b> 7:22	<b>audible</b> 2:10 8:2 13:25 19:4,12 23:2,5 25:8 28:12,15 29:16

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<b>David</b> 3:14 14:9	<b>efficient</b> 20:17	<b>Farm</b> 8:6
<b>days</b> 7:11	<b>effort</b> 20:1 21:3	<b>Farms</b> 2:16,24 8:6 10:24 12:13, 14 15:6 23:16 24:12
<b>deals</b> 12:11	<b>elements</b> 27:7 30:25	<b>fears</b> 12:8
<b>debate</b> 20:14	<b>encourage</b> 16:2	<b>February</b> 3:17
<b>decision</b> 18:21 22:13 27:14,17, 20,24 29:7 30:5,7 33:12	<b>entertain</b> 29:18	<b>feed</b> 20:16
<b>dedicated</b> 6:17 7:15 8:25	<b>entitled</b> 16:18	<b>feet</b> 3:2,5,10 4:15 12:25 16:8 24:23 26:14
<b>defining</b> 19:24	<b>Eric</b> 5:18	<b>felt</b> 7:23
<b>delivery</b> 20:20	<b>errors</b> 31:6,13	<b>field</b> 22:10
<b>denied</b> 18:22	<b>establish</b> 18:11	<b>fifteen</b> 4:9,10 7:7 12:24,25 13:16 14:15,17 20:15,23 24:24
<b>depends</b> 22:21	<b>established</b> 3:4 16:5	<b>filed</b> 4:23 26:9 29:23
<b>depleted</b> 21:21	<b>ethical</b> 33:10	<b>find</b> 9:17 21:3,4
<b>depletion</b> 7:16 9:1 11:18 19:22 20:4,5,11	<b>event</b> 22:3	<b>finding</b> 23:23 24:2
<b>detail</b> 11:24	<b>everybody's</b> 2:7	<b>fit</b> 10:4
<b>determination</b> 9:22	<b>evidence</b> 3:21 4:17 7:13,15 8:23,25 9:7 10:6,19 11:10 12:2,4 13:5,8,11,12,20 14:19,24 15:14, 17,23 16:4,19 17:8,17 18:11,13 22:4,8 24:12,22 27:14,16,23 28:6,18,22 29:8 30:24 31:20	<b>flow</b> 13:2
<b>determinations</b> 21:19	<b>examiner</b> 4:1,17,21 6:23 7:19, 21,23 15:14,19,25 16:16,22 18:6, 21 25:2 30:21	<b>follow</b> 31:21
<b>determine</b> 14:25 26:17	<b>examiner's</b> 17:16 18:17	<b>found</b> 16:16
<b>determines</b> 10:6 17:9	<b>examiners</b> 6:15	<b>fourth</b> 10:3
<b>develops</b> 22:10	<b>examples</b> 9:16	<b>front</b> 8:16 19:17
<b>diligence</b> 4:25 7:24 27:4	<b>exception</b> 4:22,23 5:7 9:14,18 10:11,17,23 13:3	<b>fulfilled</b> 25:21
<b>disagree</b> 18:8 27:18	<b>exceptions</b> 3:14,19 5:2,12 7:23 10:13,18 16:1,14 18:11 28:1	<b>Fulton</b> 16:14 25:4
<b>disagreement</b> 25:16	<b>executive</b> 19:8,15	<b>Fulton's</b> 17:1
<b>discussed</b> 24:25	<b>exemption</b> 21:4	<b>future</b> 12:10 22:6,8 28:20
<b>discussion</b> 19:9,10,16 25:6 28:14 29:15	<b>exist</b> 31:6	
<b>disinterested</b> 15:4	<b>explicit</b> 25:23	<b>G</b>
<b>drill</b> 26:12,13,16,18 28:4	<b>expressed</b> 19:14	<b>gallons</b> 4:10 7:9 12:25 13:16,19 14:15,17 15:7 16:10 20:15,19,23
<b>drilled</b> 3:10,21 4:15 5:3,7,13,14 7:4,6 9:20 11:9 13:16 15:1 17:5, 18 26:8,9,24	<b>extra</b> 2:5 21:7	<b>general</b> 23:23
<b>drilling</b> 4:6,7 5:1 10:25 22:3 26:22		<b>George</b> 4:5,6
<b>dry</b> 13:17 16:10 21:10 22:12 23:18	<b>F</b>	<b>GIBSON</b> 7:12,19 22:1,14 30:18 31:4
<b>due</b> 4:24 7:24 27:4 33:13	<b>failed</b> 17:13 18:6	<b>give</b> 2:18,22 8:8
<b>E</b>	<b>failure</b> 17:20	<b>Glen</b> 5:16 8:5
<b>east</b> 3:22 4:7,14 7:2,6 13:15,21 27:3	<b>fairly</b> 14:23 22:15	<b>good</b> 2:9
		<b>Gorman</b> 3:24 8:20
		<b>grant</b> 27:8

<b>granted</b> 3:19 16:2 21:9 22:9 23:16	<b>inequitable</b> 4:19 16:6 28:3,6	<b>latest</b> 20:9
<b>granting</b> 5:6 27:24	<b>initial</b> 15:13 27:10	<b>Latham</b> 6:9,10,12,19,23 7:3,17 12:21,22,23 13:7 32:9,10
<b>grass</b> 3:12 17:23	<b>inquiry</b> 24:4	<b>law</b> 23:12 27:7 30:24 31:19,21
<b>great</b> 11:24	<b>instance</b> 26:11 30:17	<b>learned</b> 11:25
<b>groundwater</b> 2:15,25 3:2,4,11 10:7 12:14,15 17:10	<b>insufficient</b> 10:9 11:10,13 13:13 14:20 15:17 17:11 24:11	<b>left</b> 21:12
<b>grow</b> 3:11 17:22,23	<b>Intent</b> 26:11,13	<b>legitimate</b> 20:14 21:3
<b>guy</b> 20:1	<b>interest</b> 33:11,14	<b>lends</b> 30:24
<hr/>	<b>interference</b> 21:12 22:3,4,15,17	<b>LILLY</b> 11:6 14:4 18:7 31:24 32:6, 9,11,13,15,17,19,21,23
<b>H</b>	<b>investigate</b> 7:1	<b>lines</b> 31:10
<hr/>	<b>investigation</b> 6:13,20	<b>livestock</b> 14:18 20:24
<b>hand</b> 2:14	<b>irrigation</b> 3:3,11 11:23,24 13:22 19:25 20:10,17	<b>LLC</b> 2:16,24 8:6
<b>hangout</b> 23:7	<b>irrigators</b> 19:22	<b>located</b> 16:20
<b>happen</b> 20:6,7	<b>issuance</b> 12:12	<b>location</b> 9:14,18 10:23 18:12 28:1 31:7
<b>happy</b> 19:1	<b>issue</b> 9:18 12:12 19:22 20:12,13 24:3 31:7	<b>locations</b> 6:6 10:7 17:10
<b>hard</b> 11:25	<b>issues</b> 9:6	<b>log</b> 7:8 21:20
<b>hear</b> 5:25 21:15 22:24	<hr/>	<b>logical</b> 29:2
<b>heard</b> 2:21 19:6 22:25	<b>J</b>	<b>long</b> 14:21
<hr/>	<hr/>	<b>longer</b> 12:17
<b>hearing</b> 3:17,18 4:1,2,5,9,17,21 6:15,23 7:19,21 8:18,22 9:4,7,8 13:5,11,12 15:14,19,25 16:16,22 17:16 18:5,17,21 19:13 22:13 25:2 27:12 30:21	<b>Jackson</b> 2:16 3:6 8:7	<b>lot</b> 16:8
<b>helped</b> 26:15	<b>January</b> 4:3 9:5 10:20	<b>lots</b> 21:7
<b>helpful</b> 26:12	<b>judgment</b> 23:21	<b>Lowery</b> 11:21 12:4,11 24:3
<b>history</b> 2:23	<b>July</b> 4:8	<b>ludicrous</b> 20:5
<b>holes</b> 11:9	<b>jurisdiction</b> 23:22	<hr/>
<b>hours</b> 30:6	<b>Justice</b> 25:9,10,14,18,25 32:13, 14	<b>M</b>
<b>hypothetical</b> 23:15	<hr/>	<hr/>
<hr/>	<b>K</b>	<b>Madam</b> 2:20 8:14 14:12 19:18 32:21 33:9
<b>I</b>	<hr/>	<b>made</b> 3:25 9:9 13:16 20:1 21:2 29:6
<hr/>	<b>kind</b> 16:18 27:11 28:2 29:11	<b>make</b> 2:7 7:20 8:9,21 9:11 19:19 21:1 22:25 27:14,16,19,24 28:8 29:3,19 30:4,7,16
<b>idea</b> 20:5	<b>King</b> 5:18 14:9,12 18:8,25 19:3 24:8,10 27:18 33:8,9,17,21,23	<b>makes</b> 11:21
<b>identified</b> 11:2 25:3	<hr/>	<b>managed</b> 16:22
<b>identify</b> 33:17,18	<b>L</b>	<b>management</b> 12:1
<b>inaudible</b> 6:7,24 7:18 12:1 23:13 28:9 29:7	<hr/>	<b>manifolds</b> 23:17
<b>including</b> 9:10	<b>land</b> 6:16,17 7:15 8:25 26:16	<b>map</b> 4:11,12 6:5 16:12
<b>income</b> 24:20	<b>Landess</b> 32:15,16	
<b>inefficient</b> 14:16	<b>language</b> 5:9 9:15 22:15 28:2	
	<b>larger</b> 17:1	

<b>matter</b> 8:17 9:4	22:23 23:4,7 25:17,23 26:7 28:17	
<b>maximating</b> 21:19	29:1,4,11 31:9	<b>P</b>
<b>maximum</b> 9:21	<b>Neel's</b> 9:12 21:15	<b>packet</b> 4:11
<b>Meaning</b> 12:12	<b>neighbor</b> 29:5	<b>parcel</b> 6:16 26:16
<b>means</b> 20:9	<b>neighboring</b> 23:18	<b>Parson</b> 3:14 14:9 16:23 24:17 25:4
<b>meet</b> 5:4 9:24 10:8,22 11:20 17:6,10,13,19	<b>nod</b> 21:25	<b>Parsons</b> 3:16 5:19 6:17 12:7
<b>meeting</b> 3:24 4:18,25 8:19	<b>nodded</b> 32:1	<b>part</b> 24:20
<b>member</b> 33:17	<b>north</b> 6:17	<b>parties</b> 19:7 23:1 28:5
<b>members</b> 2:21 8:14 14:13 28:10 33:14	<b>number</b> 9:19	<b>parts</b> 7:14 8:24 10:22
<b>met</b> 26:1	<b>O</b>	<b>party</b> 8:9 15:2,4
<b>method</b> 11:22,23	<b>obligation</b> 11:16 18:5,19	<b>perform</b> 12:3
<b>mic</b> 25:13	<b>obligations</b> 12:13	<b>performed</b> 12:24
<b>microphone</b> 6:11	<b>obtain</b> 7:13,15 8:22,25	<b>permit</b> 2:22 3:1 7:22 8:16 11:17 12:16 19:23 21:9 22:5,18,20 23:22,25 27:9,25 28:20
<b>middle</b> 13:17	<b>occur</b> 11:18 12:8,10 14:25 22:4 30:15	<b>permits</b> 10:9
<b>mile</b> 20:18	<b>occurred</b> 9:5	<b>person</b> 26:4
<b>mind</b> 13:22 31:4	<b>October</b> 2:23 5:8 9:22	<b>personal</b> 24:19
<b>mining</b> 21:20	<b>offered</b> 11:11 17:17	<b>piece</b> 5:9
<b>Minor</b> 3:4	<b>office</b> 4:3	<b>pivot</b> 20:18,25
<b>minute</b> 4:10 7:9 11:4,5,6 13:1, 16,19 14:15 18:7 20:16,19,23	<b>officer</b> 8:22 9:7,8,9	<b>place</b> 28:25
<b>minutes</b> 2:5 8:9 12:17 14:4,7,11 16:10	<b>official</b> 8:11	<b>plan</b> 12:2,3
<b>models</b> 29:6,7,8,10	<b>oil</b> 22:2	<b>plat</b> 11:2 13:14
<b>morning</b> 2:6	<b>Oklahoma</b> 2:17 3:3 4:3 23:12 33:9	<b>plugged</b> 4:16 7:10,11
<b>motion</b> 3:25 8:19,21 9:3 19:9,14 29:18,19,21 30:11,16 31:1,5,12, 14,17,22	<b>open</b> 12:17,18 19:11	<b>point</b> 16:12 19:6 24:1 28:11
<b>motions</b> 28:14	<b>operate</b> 20:25	<b>points</b> 29:15
<b>move</b> 2:12 19:15 28:13 30:19 32:25	<b>opportunities</b> 24:15	<b>policy</b> 23:12
<b>Muller</b> 22:7 29:25 30:2,3,10 31:25 32:3,5,17,18	<b>opportunity</b> 27:23	<b>portion</b> 33:2,5
<b>Muller's</b> 24:9	<b>order</b> 3:18 4:20,23 5:8 6:22 16:3 18:16 19:17 29:19 30:20	<b>position</b> 9:12 10:12 11:16,19
<b>N</b>	<b>ordered</b> 22:10	<b>post-permit</b> 12:12
<b>needed</b> 7:11	<b>original</b> 7:13	<b>potential</b> 28:14
<b>Neel</b> 2:11,18,20 3:8 5:25 6:5,14, 22,25 7:5,21 8:1 9:15 21:8,18,24	<b>originally</b> 29:24	<b>potentially</b> 22:5
	<b>owners</b> 21:11	<b>poured</b> 30:6
	<b>owns</b> 12:13,14 16:23 17:1	<b>practices</b> 20:3
		<b>preliminary</b> 27:11
		<b>present</b> 15:13 17:7 22:8 27:13, 23



<b>presentation</b> 5:25 8:10 14:21 19:6 21:18		<b>reflects</b> 17:20
<b>presented</b> 4:20 10:19 16:13 28:19 30:24	<hr/> <b>Q</b> <hr/>	<b>regard</b> 9:7,11,13 11:11,15 12:7
<b>presents</b> 10:5	<b>qualifications</b> 5:5	<b>regulation</b> 10:15
<b>presume</b> 12:25	<b>quarter</b> 20:18	<b>reject</b> 29:21
<b>previous</b> 16:7	<b>question</b> 6:9 14:13 21:7,13,16 22:25 24:6,9 25:11,24 28:16 30:14	<b>rejected</b> 16:3 18:16 19:23
<b>previously</b> 3:10	<b>questions</b> 5:20,24 8:1 12:18,20 13:23 18:25 19:3 22:23 23:3,9 25:6 28:11 29:14,15	<b>relied</b> 15:14,15
<b>prior</b> 5:3,7,11 9:21,22 26:10	<b>quick</b> 11:8	<b>relief</b> 16:18
<b>private</b> 33:21	<b>quickly</b> 14:23	<b>remand</b> 3:25 4:2 7:13 8:21 9:5 29:21 30:4
<b>process</b> 26:13	<hr/> <b>R</b> <hr/>	<b>remanded</b> 6:12,14,25 8:17
<b>produce</b> 28:5	<b>raise</b> 29:14	<b>remarks</b> 24:2
<b>produced</b> 7:6	<b>ran</b> 16:10	<b>reopen</b> 22:20
<b>project</b> 20:20	<b>re-second</b> 31:25 32:4	<b>reopened</b> 22:5
<b>proof</b> 15:19,21 17:4,14,21 25:16, 17,18,19,22 26:2,3,18,21	<b>read</b> 9:25 10:10 11:1 16:2	<b>representation</b> 5:17
<b>properly</b> 19:24 22:11	<b>reading</b> 10:14 28:21 31:19	<b>representing</b> 5:15 8:5
<b>property</b> 3:22 4:8,15 7:2 10:22 12:14 13:15,19 27:3	<b>ready</b> 32:7,8	<b>represents</b> 6:1
<b>proposal</b> 23:18	<b>reason</b> 15:15 22:18	<b>request</b> 18:15,21
<b>proposed</b> 16:3 18:16 19:17 23:14,15 29:18 30:20	<b>reasonable</b> 16:6	<b>requested</b> 3:9,13 9:19
<b>Protestant</b> 3:15,16 5:18 30:5	<b>reasons</b> 9:17 18:20	<b>requesting</b> 3:1 33:11
<b>Protestants</b> 4:23 5:22 9:13 10:13 11:16,19 12:6 15:22 17:15 18:3,18 21:17 22:7 27:22	<b>recap</b> 10:4	<b>require</b> 19:9 23:23
<b>Protestants'</b> 5:2 17:4	<b>recognize</b> 8:4 14:8	<b>required</b> 27:8
<b>protested</b> 3:14	<b>recognized</b> 2:12	<b>requirements</b> 3:23 4:18,25 9:24 10:8 17:11
<b>prove</b> 27:7 28:24	<b>recognizes</b> 14:9	<b>requiring</b> 16:4,5
<b>provide</b> 3:21 18:18,19 20:16 24:8	<b>recollection</b> 28:22	<b>rescind</b> 20:8
<b>provided</b> 14:14 27:3	<b>recommendation</b> 6:21 7:20 9:9 33:13	<b>Resource</b> 14:13
<b>public</b> 29:5	<b>recommended</b> 7:22	<b>resources</b> 30:6 33:10
<b>pumping</b> 22:2	<b>recommends</b> 4:21	<b>respectfully</b> 18:9,15,20
<b>purpose</b> 3:2 11:13	<b>record</b> 2:6 14:19 23:10 24:14 31:19	<b>response</b> 2:10 8:2 13:4,25 19:4, 12 21:15,16 22:24 23:2,5 24:9 25:8 28:9,12,15 29:16 30:12,18 31:15
<b>purposes</b> 17:12	<b>recording</b> 2:3	<b>responsibility</b> 15:24 27:13
<b>put</b> 5:4,13,14 12:15 15:12,23 20:18 28:25	<b>recourse</b> 21:10,22 23:19	<b>restrictions</b> 22:2
	<b>reference</b> 4:13	<b>reversed</b> 18:22
	<b>referred</b> 2:24 3:15 9:15	<b>review</b> 22:18,20 27:10,11
		<b>revised</b> 31:12
		<b>revision</b> 29:20

<b>revisions</b> 29:20	<b>situation</b> 26:5	<b>system</b> 13:22 20:17
<b>revoke</b> 33:13	<b>slightly</b> 31:12	
<b>rule</b> 9:14,16 10:15,17 17:21 18:11	<b>southwest</b> 3:3 16:11 17:2	<hr/> <b>T</b> <hr/>
<b>rules</b> 15:21 18:10 33:10,11	<b>space</b> 4:25 21:4	<b>taking</b> 14:18
<b>run</b> 13:21 21:10 22:12 23:18	<b>spaced</b> 18:12	<b>talk</b> 13:11 14:22
<b>rural</b> 23:13	<b>spacing</b> 3:5,13,19,23 4:18,22 5:7 7:23 9:10,24 10:8 13:3 16:5 17:11 20:13 27:1	<b>Tamara</b> 8:11 11:6 14:4 18:7 31:24 32:6,9,11,13,15,17,19,21, 23
<hr/> <b>S</b> <hr/>	<b>SPEAKER</b> 6:3 19:18,21 30:8,22	<b>technology</b> 2:7
<b>Sara</b> 7:12,19 21:24 22:1,14 30:13,18 31:3,4	<b>Special</b> 2:13 32:25	<b>tee</b> 12:3
<b>satisfied</b> 12:13	<b>staff</b> 19:6	<b>tells</b> 24:14
<b>Scrivener's</b> 31:13	<b>Stallings</b> 32:11,12	<b>temporary</b> 2:15,25 9:23 28:20
<b>Scrivner's</b> 31:6	<b>stamp</b> 2:3 33:3,6	<b>ten</b> 14:5,7,11
<b>seconds</b> 14:5,7,11	<b>standard</b> 20:3	<b>test</b> 3:21 4:7,14 5:1 6:4,6 7:3,5,8, 9 10:25 11:9 13:15
<b>section</b> 9:24	<b>start</b> 5:23	<b>tested</b> 15:2,3,8
<b>sense</b> 28:8 29:3	<b>state</b> 15:21 31:17	<b>testified</b> 4:6 12:8 16:9
<b>series</b> 26:24	<b>stated</b> 21:20	<b>testimony</b> 3:20 16:25
<b>session</b> 19:8,15 33:23	<b>statement</b> 17:16	<b>testing</b> 15:5,9
<b>set</b> 3:17 18:10 20:10 22:2 33:12	<b>statements</b> 18:17	<b>tests</b> 12:24
<b>setting</b> 19:11	<b>states</b> 5:6,9	<b>theoretical</b> 22:15
<b>settles</b> 15:16	<b>statute</b> 17:21	<b>thing</b> 6:4 30:1
<b>share</b> 17:1	<b>statutes</b> 15:20 22:16	<b>thirty</b> 24:24
<b>shift</b> 11:25 17:14	<b>stay</b> 26:14	<b>thirty-eight</b> 13:19 15:7
<b>shifted</b> 15:19	<b>stop</b> 33:14	<b>thought</b> 15:25
<b>shifting</b> 27:22	<b>strange</b> 28:2	<b>time</b> 2:3,12 5:20 8:4,13,15,17 12:20 13:24 14:8 19:3 30:14,20 33:3,6,11
<b>shifts</b> 12:5 18:3	<b>study</b> 18:2	<b>timekeeper</b> 8:12
<b>shorten</b> 14:22	<b>submitted</b> 2:25	<b>times</b> 15:18
<b>show</b> 6:4 11:10,17,22 12:6 16:4 17:4,17	<b>subsequently</b> 4:16	<b>today</b> 4:20 5:15 30:5
<b>showed</b> 11:23	<b>substance</b> 13:10	<b>told</b> 14:25
<b>showing</b> 4:12 6:6 14:19 20:1 22:19	<b>substantial</b> 10:5 15:13 17:8	<b>total</b> 14:6
<b>shut</b> 19:25	<b>Suddenly</b> 18:3	<b>transcribed</b> 33:2,5
<b>sic</b> 21:19	<b>sufficiency</b> 10:21 11:11 30:23	<b>transcript</b> 8:18
<b>side</b> 3:22 4:7,14 7:2 13:18 27:3	<b>sufficient</b> 13:2,21 17:6,18 20:16 21:4 22:8,18 24:22 27:13,16	<b>transcription</b> 2:2
<b>significant</b> 24:20	<b>summary</b> 2:19	<b>troublesome</b> 24:25
<b>simply</b> 17:13	<b>supplier</b> 29:5	<b>turn</b> 6:11 25:12
	<b>support</b> 27:12 31:17	
	<b>switched</b> 26:3,4	

**turns** 23:17  
**twenty-five** 16:10  
**typos** 31:9,13

---

**U**

---

**understand** 17:3,20  
**UNIDENTIFIED** 6:3 19:18,21  
 30:8,22  
**unreasonable** 4:19 28:3,7  
**update** 15:9  
**updated** 6:6

---

**V**

---

**volume** 20:25  
**vote** 19:10 31:18,23

---

**W**

---

**wanted** 33:24  
**wanting** 13:11  
**waste** 7:16 9:1 11:17 12:7,8,9,10  
 13:2 14:25 19:21 20:4,11 22:19  
 23:24 24:2,3 28:19,24  
**wastewater** 17:19  
**water** 4:6 7:1,14 8:24 10:21  
 11:10,12,14 12:1 13:21 14:13  
 16:8 17:6,25 19:25 20:2,10,16,24  
 21:3,5,7,12,21 24:16,17 26:25  
 29:5 30:23 33:10  
**waters** 23:13  
**Wayne** 3:15  
**wells** 3:3,11,21 4:7,14 5:1,3,7,  
 10,12 6:4,6 7:3,5,9,10,11,22 11:1  
 13:15 14:14 15:1,3,6 17:5,17  
 18:12 21:10,11 22:11 23:17,18  
 26:7,9,17,22,24  
**west** 13:18  
**wheat** 3:12 24:13  
**Whitaker** 3:15,16 6:16  
**wholeheartedly** 30:10  
**window** 20:12

**Winters** 2:16,23 5:16 8:6 10:24  
 11:12 12:13,14 13:22 15:6 23:16  
 24:12  
**wondering** 26:5  
**word** 12:1 23:14 29:8  
**words** 7:18  
**work** 21:1  
**working** 2:8  
**worth** 20:20  
**wrong** 16:23

---

**Y**

---

**year** 9:5  
**years** 21:9  
**yield** 9:22 21:19  
**yielded** 4:9

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

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



## MARCH 2025 FOR FY2025 FY 2025 Revenues and Expenses

	Fund	General Revenue		Budgeted	Expended	Balance	Percentage Remaining
Revenues	19411	1	FY 24 Carryover	188,806	43,934	144,872	77%
	19501	1	FY 25 Appropriation	6,903,372	3,491,707	3,411,665	49%
			<b>Total General Revenue</b>	<b>7,092,178</b>	<b>3,535,641</b>	<b>3,556,537</b>	<b>50%</b>
			<b>Revolving Funds</b>				
	21000	2	Drillers Indemnity Fund	50,000	0	50,000	100%
	21500	3	OWRB Revolving Fund	5,509,081	2,922,219	2,586,862	47%
	23500	4	Phase II A-S Hydro St Rev Fund	211,412	38,724	172,688	82%
	24000	5	Revolving Fund	914,000	793,560	120,440	13%
	24500	6	Drillers Regulation Fund	0	0	0	
	25000	7	Water Infrastructure Dev. Fund (OCWP)	3,674,861	1,326,962	2,347,899	64%
	42000	8	USGS Cooperative Agreement	351,600	12,775	338,825	96%
	44400	9	DW Loan Administration Fund	1,507,037	419,453	1,087,584	72%
	44500	10	CW Loan Administration Fund	2,520,581	1,140,643	1,379,938	55%
			<b>Total Revolving Funds</b>	<b>14,738,572</b>	<b>6,654,336</b>	<b>8,084,236</b>	<b>55%</b>
			<b>Federal Funds</b>				
	40000	11	Federal Fund - General	1,431,679	647,702	783,977	55%
	40700	12	Federal Fund - Engineering and Planning	4,578,738	887,814	3,690,924	81%
	49700	13	Federal Fund - *ARPA	1,441,330	561,122	880,208	61%
			<b>Total Federal Funds</b>	<b>7,451,747</b>	<b>2,096,638</b>	<b>5,355,109</b>	<b>72%</b>
			<b>Total Funding</b>	<b>29,282,497</b>	<b>12,286,615</b>	<b>16,995,882</b>	<b>58%</b>
Expenses				<b>Budgeted</b>	<b>Expended</b>	<b>Balance</b>	<b>Percentage Remaining</b>
	510000	14	Salary Expense	8,298,646	5,810,618	2,488,028	30%
	512000	15	Insurance	1,488,665	972,974	515,691	35%
	513000	16	FICA and Retirement	2,094,985	1,375,026	719,959	34%
	515000	17	Professional Services	10,995,106	2,657,147	8,337,959	76%
	519000	18	Flexible Benefits	16,000	10,774	5,226	33%
			<b>Total Personal Services</b>	<b>22,893,402</b>	<b>10,826,538</b>	<b>12,066,864</b>	<b>53%</b>
	520000	19	Travel Expense	676,093	233,634	442,459	65%
	530000	20	Administrative Expense	1,371,004	782,181	588,823	43%
	540000	21	Furniture and Equipment Expense	790,975	87,541	703,434	89%
	550000	22	Intra Inter Agency Payments	3,551,023	356,720.62	3,194,302	90%
			<b>Total Operating Expenses</b>	<b>6,389,095</b>	<b>1,460,077</b>	<b>4,929,018</b>	<b>77%</b>
			<b>Total Expenditures</b>	<b>29,282,497</b>	<b>12,286,615</b>	<b>16,995,882</b>	<b>58%</b>

\*American Recovery and Reinvestment Act (ARPA)

Percentage of Year Remaining

25%

## **2. FINANCIAL ASSISTANCE DIVISION**

April 15, 2025

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

**Applicant:** Gore Public Works Authority, Sequoyah County

**Loan Application No.:** ORF-23-0092-DW  
Drinking Water SRF Loan (“DWSRF Loan”)

**Funding Requested:** \$1,410,000.00

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

**Loan Payment Term:** Interest, administrative fee, and principal payments shall be made on a semi-annual basis. The applicant shall commence principal repayment no later than one (1) year following Project completion and the maturity of the loan shall be no later than twenty (20) years following the date the Project is completed.

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

**Purpose:** The applicant will utilize the loan proceeds to: (i) rehabilitate the water treatment plant including replacing valves, raw water piping, and electrical and instrumentation units, install 450 automated water meters, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<b><u>Sources of Funds (Est.)</u></b>		<b><u>Uses of Funds (Est.)</u></b>	
Loan Proceeds	1,410,000.00	Project	\$1,309,500.00
		Bond Counsel	40,000.00
		Financial Advisor	40,000.00
		Local Counsel	20,000.00
		Trustee Bank	500.00
<b>Total</b>	<b><u>\$1,410,000.00</u></b>	<b>Total</b>	<b><u>\$1,410,000.00</u></b>

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

IN THE MATTER OF LOAN APPLICATION       )  
NO. ORF-23-0092-DW IN THE NAME OF       )  
GORE PUBLIC WORKS AUTHORITY               )  
SEQUOYAH COUNTY, OKLAHOMA               )

**PROPOSED  
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 15th day of April, 2025.

WHEREAS, Gore Public Works Authority (the "Applicant") has made its Application for Funding No. ORF-23-0092-DW (the "Loan Application") to the Board and to the Oklahoma Department of Environmental Quality (the "DEQ") for a loan from the Drinking Water Treatment Revolving Loan Account (the "DWSRF"), pursuant to Title 82 Oklahoma Statutes 2021, Sections 1085.71 *et seq*, as amended; and

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

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

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

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

Application for Funding No. ORF-23-0092-DW in the name of Gore Public Works Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

**Purpose**

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) rehabilitate the water treatment plant including replacing valves, raw water piping, and electrical and instrumentation units, install 450 automated water meters, all related appurtenances (the "Project"), and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

**Terms and Conditions**

1. A loan shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$1,410,000.00. 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-



**ORDER APPROVING LOAN APPLICATION  
GORE PUBLIC WORKS AUTHORITY  
ORF-23-0092-DW**

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

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

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

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

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

So ordered this 15th day of April, 2025 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Jennifer Castillo, Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION  
GORE PUBLIC WORKS AUTHORITY  
ORF-23-0092-DW**

Reviewed By:

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

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Lori Johnson, Chief  
Financial Assistance Division

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

**Applicant:** Westville Utility Authority, Adair County

**Loan Application No.:** ORF-25-0004-DW  
Drinking Water SRF Loan (“DWSRF Loan”)

**Funding Requested:** \$1,764,308.00

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

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

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

**Purpose:** The applicant will utilize the loan proceeds to: (i) construct an elevated storage tank in order to meet DEQ storage capacity requirements, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

**Sources of Funds (Est.)**

Loan Proceeds	\$1,764,308.00
OWRB ARPA Grant	1,000,000.00
<b>Total</b>	<b><u><u>\$2,764,308.00</u></u></b>

**Uses of Funds (Est.)**

Project	\$2,728,808.00
Bond Counsel	32,500.00
Local Counsel	2,500.00
Trustee Bank	500.00
<b>Total</b>	<b><u><u>\$2,764,308.00</u></u></b>

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

IN THE MATTER OF LOAN APPLICATION       )  
NO. ORF-25-0004-DW IN THE NAME OF       )  
WESTVILLE UTILITY AUTHORITY                )  
ADAIR 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 April, 2025.

WHEREAS, Westville Utility Authority (the "Applicant") has made its Application for Funding No. ORF-25-0004-DW (the "Loan Application") to the Board and to the Oklahoma Department of Environmental Quality (the "DEQ") for a loan from the Drinking Water Treatment Revolving Loan Account (the "DWSRF"), pursuant to Title 82 Oklahoma Statutes 2021, Sections 1085.71 *et seq*, as amended; and

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

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

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

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

Application for Funding No. ORF-25-0004-DW in the name of Westville Utility Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

**Purpose**

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) construct an elevated storage tank in order to meet DEQ storage capacity requirements, all related appurtenances (the "Project"), and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

**Terms and Conditions**

1. A loan shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$1,764,308.00. The Applicant shall pay interest on the loan at a fixed rate to be determined prior to closing plus an administrative fee at the rate of 0.5% per annum, all on the outstanding balance of disbursed loan proceeds. Interest, administrative fee, and any principal payments shall be made on a semi-annual basis. The Applicant shall commence principal repayment no later than one (1) year

**ORDER APPROVING LOAN APPLICATION  
WESTVILLE UTILITY AUTHORITY  
ORF-25-0004-DW**

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

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

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

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

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

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

So ordered this 15th day of April, 2025 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Jennifer Castillo, Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION  
WESTVILLE UTILITY AUTHORITY  
ORF-25-0004-DW**

Reviewed By:

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

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Lori Johnson, Chief  
Financial Assistance Division

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

**Applicant:** Chelsea Economic Development Authority, Rogers County

**Loan Application No.:** ORF-23-0012-DW  
Drinking Water SRF Loan (“DWSRF Loan”)

**Funding Requested:** \$2,000,000.00

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

**Loan Payment Term:** Interest, administrative fee, and principal payments shall be made on a semi-annual basis. The applicant shall commence principal repayment no later than one (1) year following Project completion and the maturity of the loan shall be no later than twenty (20) years following the date the Project is completed.

**Loan Security Position:** The DWSRF loan shall be secured with a lien on the revenues of the applicant's water, sewer, and sanitation systems, a 3 cent sales tax and may include a mortgage on the applicant's water and sewer systems and other real property.

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

**Sources of Funds (Est.)**

Loan Proceeds	\$2,000,000.00
<b>Total</b>	<b><u><u>\$2,000,000.00</u></u></b>

**Uses of Funds (Est.)**

Project	\$1,899,500.00
Bond Counsel	45,000.00
Financial Advisor	45,000.00
Local Counsel	10,000.00
Trustee Bank	500.00
<b>Total</b>	<b><u><u>\$2,000,000.00</u></u></b>





**ORDER APPROVING LOAN APPLICATION  
CHELSEA ECONOMIC DEVELOPMENT AUTHORITY  
ORF-23-0012-DW**

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 sanitation systems, a 3 cent sales tax and may include a mortgage on the applicant's water and sewer systems and other real property.

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

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

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

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

So ordered this 15th day of April, 2025 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Jennifer Castillo, Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION  
CHELSEA ECONOMIC DEVELOPMENT AUTHORITY  
ORF-23-0012-DW**

Reviewed By:

A handwritten signature in cursive script, reading "Lori Johnson".

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Lori Johnson, Chief  
Financial Assistance Division

THE OKLAHOMA WATER RESOURCES BOARD MET IN REGULAR SESSION ON THE 15TH DAY OF APRIL 2025, AT 9:30 A.M., IN THE BOARD ROOM OF THE OKLAHOMA WATER RESOURCES BOARD, 3800 NORTH CLASSEN BOULEVARD, OKLAHOMA CITY, OKLAHOMA.

Boardmembers Present:

Absent:

Thereupon, the Chairman introduced a resolution (the "Resolution") authorizing the issuance of special, limited obligation revenue bonds of the Oklahoma Water Resources Board (the "Board"), in one or more series, for the purpose of capitalizing the Board's Drinking Water Treatment State Revolving Fund, pursuant to the terms of the Master Trust Indenture and a bond indenture. Upon completion of discussion with respect to such resolution, Boardmember \_\_\_\_\_ moved the adoption of the resolution, which motion was seconded by Boardmember \_\_\_\_\_. The Board was polled on the question of the adoption of said resolution, resulting in its adoption by the following vote:

Aye:

Nay:

The Resolution, as adopted, is as follows:

RESOLUTION AUTHORIZING THE ISSUANCE OF OKLAHOMA WATER RESOURCES BOARD REVOLVING FUND REVENUE BONDS – DRINKING WATER PROGRAM (2019 MASTER TRUST), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$160,000,000; APPROVING AND AUTHORIZING EXECUTION OF A BOND INDENTURE PROVIDING FOR THE ISSUANCE OF THE BONDS; PROVIDING FOR THE SALE AND DELIVERY OF THE BONDS AND AUTHORIZING A CERTIFICATE OF DETERMINATION; WAIVING COMPETITIVE BIDDING ON THE BONDS AND AUTHORIZING THE SALE THEREOF BY NEGOTIATION PURSUANT TO THE TERMS OF A CONTRACT OF PURCHASE PERTAINING THERETO; APPROVING A PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO THE BONDS; AUTHORIZING EXECUTION OF SUCH OTHER AND FURTHER INSTRUMENTS, CERTIFICATES, AND DOCUMENTS AS MAY BE REQUIRED FOR THE ISSUANCE OF THE BONDS; DIRECTING PAYMENT OF COSTS OF ISSUANCE AND CONTAINING OTHER PROVISIONS RELATING TO THE ISSUANCE OF THE BONDS.

WHEREAS, the Legislature and the people of the State of Oklahoma (the "State") have evidenced their desire to provide financial assistance to the State and cities, towns, counties, rural water or sewer districts, irrigation districts, public trusts, master conservancy districts and other political subdivisions of the State, or any combination thereof (the "Eligible Entities") for purposes of financing engineering undertakings or work to conserve and develop surface or subsurface water resources, distribute water, develop water systems and control or develop sewage treatment systems and facilities and/or to refinance any indebtedness originally incurred to acquire or construct such works, systems and facilities by the submission and approval, at special statewide election held on the 28th day of August, 1984, of State Question No. 581 and the adoption pursuant to said election of Section 39, Article X of the Oklahoma Constitution and the vitalization thereof with the enactment of the Water Storage and Control Facilities Act, Title 82 O.S. 2011, Sections 1085.31-1085.49, inclusive, as amended (the "Water Act"), Title 82 O.S. 2011, Sections 1085.51-1085.65, inclusive, as amended (the "Clean Water Act") and Title 82 O.S. 2011, Sections 1085.71-1085.84 inclusive, as amended (the "Drinking Water Act"); and

WHEREAS, the Board is the designated agency of the State charged with the responsibility of administering the Wastewater Facility Construction State Revolving Fund under the Federal Water Quality Act of 1987, as amended (the "Clean Water State Revolving Fund"), and the Drinking Water Treatment State Revolving Fund under the federal Safe Drinking Water Act (the "Drinking Water State Revolving Fund"); and

WHEREAS, pursuant to provision of Section 1085.33 of the Water Act, Section 1085.57 of the Clean Water Act and Section 1085.77 of the Drinking Water Act, the Board is empowered to sell and issue obligations, including refunding bonds, in furtherance of the public purpose of providing an adequate amount of funds to meet the anticipated needs of Eligible Entities to finance wastewater projects described under the Clean Water Act and water treatment projects described under the Drinking Water Act; and

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

WHEREAS, in order to meet the anticipated needs of Eligible Entities to finance water treatment bonds under the Drinking Water Act, the Board desires to issue the Bonds hereafter described for such purpose; and

WHEREAS, Section 1085.33 of the Water Act authorizes the waiver of competitive bidding on the Board's obligations; and

WHEREAS, the Board has determined that to more efficiently administer and capitalize the Clean Water State Revolving Fund and the Drinking Water State Revolving Fund, the bonds hereinafter authorized shall be governed by a master trust indenture, which will provide that bonds issued thereunder will be secured by revenues of the Clean Water State Revolving Fund and the Drinking Water State Revolving Fund, as provided therein; and

WHEREAS, the Board has heretofore selected Raymond James & Associates, Inc., as senior manager of the underwriting team (the "Underwriters") selected by the Board for the Bonds hereinafter described.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board hereby authorizes the sale, issuance and delivery of special, limited obligations, in one or more series, in aggregate principal amount not to exceed \$160,000,000, for the purpose of capitalizing the Board's Drinking Water State Revolving Fund. Such obligations shall be denominated "Oklahoma Water Resources Board State Revolving Fund Revenue Bonds - Drinking Water Program (2019 Master Trust Bonds)", with such additional series designation as may be necessary or desirable (the "Bonds"), and shall be issued under the terms and provisions of the Master Trust Indenture between the Board and BancFirst, as Master Trustee, and pursuant to the provisions of a Bond Indenture between the Board and BancFirst, as Bond Trustee. The Bonds shall be issued in fully registered form, without coupons, and shall mature at such times and in such amounts, shall bear interest, shall carry such registration and conversion privileges, shall be payable in such manner, shall be subject to redemption and shall have such other and further qualities and provisions as shall be specifically provided in accordance with the parameters set forth herein and in the Certificate of Determination (hereinafter defined) and the Bond Indenture.

2. The Chairman of the Board, or in the absence of the Chairman, the Vice Chairman, is hereby authorized, empowered and directed to determine and establish the total principal amount of the Bonds, which in no event shall exceed One Hundred Sixty Million Dollars (\$160,000,000), the extent, if any, to which the Bonds will be insured, the redemption provisions, Underwriter's discount at not to exceed one percent (1.00%), original issue discount at not to exceed three percent (3.00%), maturing principal amounts of the Bonds and interest rates, which shall not exceed an average rate of fifteen percent (15%) per annum, on the Bonds, and to set forth the foregoing in a written certificate of determination (the "Certificate of Determination") executed at the time of or prior to the issuance of the Bonds. The Chairman, or in the absence of the Chairman, the Vice Chairman, is hereby authorized, in the name and on behalf of the Board, to approve, distribute, and deliver a preliminary official statement and a final official statement relating to the Bonds to be used by the Underwriters in the marketing of the Bonds.

3. The Preliminary Official Statement presented to the Board on this date pertaining to the Bonds is hereby approved and deemed final for purposes of distribution in connection with the public offering for sale of such obligations. Such form of the Preliminary Official Statement may be modified as appropriate in connection with the public offering and sale of Bonds, and the Chairman or, in the absence of, the Vice Chairman, is authorized on behalf of the Board to deem final the Preliminary Official Statement with respect to the public offering of the Bonds for purposes of distribution in connection with the public offering for sale of such obligations.

4. The Board hereby approves drafts presented on this date of the following documents pertaining to the Bonds:

- (i) Bond Indenture;
- (ii) Bond Purchase Contract (as defined below); and
- (iii) Continuing Disclosure Agreement; and
- (iv) Form of Loan Agreement and Promissory Note to be executed by borrowers.

The Board hereby authorizes its Chairman, or in the event of the absence or incapacity of the Chairman, its Vice Chairman, to review and approve any proposed additions, deletions, modifications, or other changes to the above described documents from the forms thereof presented on this date. The foregoing notwithstanding, the Bond Indenture may be a single indenture with respect to the issuance of the Bonds for the purposes described in Section 1 of this Resolution.

5. Competitive bidding for the sale of the Bonds is hereby waived and the sale of the Bonds to the Underwriters pursuant to the terms of a Contract of Purchase by and between the Board and Raymond James & Associates, Inc. as representative of the Underwriters (the "Bond Purchase Contract") in substantially the draft form presented on this date is hereby authorized; provided the precise principal amount of Bonds, date of the Bonds, the years in which the Bonds will mature and the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, purchase price, interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Board, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds, including, without limitation, the proceeds used to capitalize the Drinking Water State Revolving Fund, shall be set forth in a Certificate of Determination to be executed by the Chairman or Vice Chairman of the Board upon the issuance of the Bonds. The foregoing notwithstanding, the Bond Purchase Contract may be a single contract with respect to the issuance of the Bonds for the purposes described in Section 1 of this Resolution.

6. Proceeds derived from the sale of the Bonds are hereby directed to be deposited with the Bond Trustee for application in the manner set forth in the Bond Indenture approved in Section 4 hereof and in the above referenced Closing Order.

7. The Bond Trustee is directed to pay costs of issuance of the Bonds in amounts approved by the State of Oklahoma Deputy Treasurer for Debt Management from the Costs of Issuance Fund established under the Bond Indenture pursuant to the Closing Order of the Board.

8. The Chairman or Vice Chairman and other directors of the Board are hereby authorized to approve and execute, for and on behalf of the Board, all other and further documents, instruments, agreements, representations and certifications necessary or attendant to the sale, issuance and delivery of the Bonds. The appropriate officers and employees of the Board are hereby authorized to take all action necessary or appropriate to comply with and carry out all provisions of such documents, instruments, representations and certifications.

*[Execution Page Follows]*

ADOPTED this 15th day of April 2025.

OKLAHOMA WATER RESOURCES BOARD

(SEAL)

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Jennifer Castillo, Chairman

ATTEST:

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Suzanne Landess, Secretary

Reviewed By:

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Lori Johnson, Chief  
Financial Assistance Division

STATE OF OKLAHOMA       §  
  §  
COUNTY OF OKLAHOMA   §

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

WITNESS my hand and the seal of said Board this 15th day of April 2025.

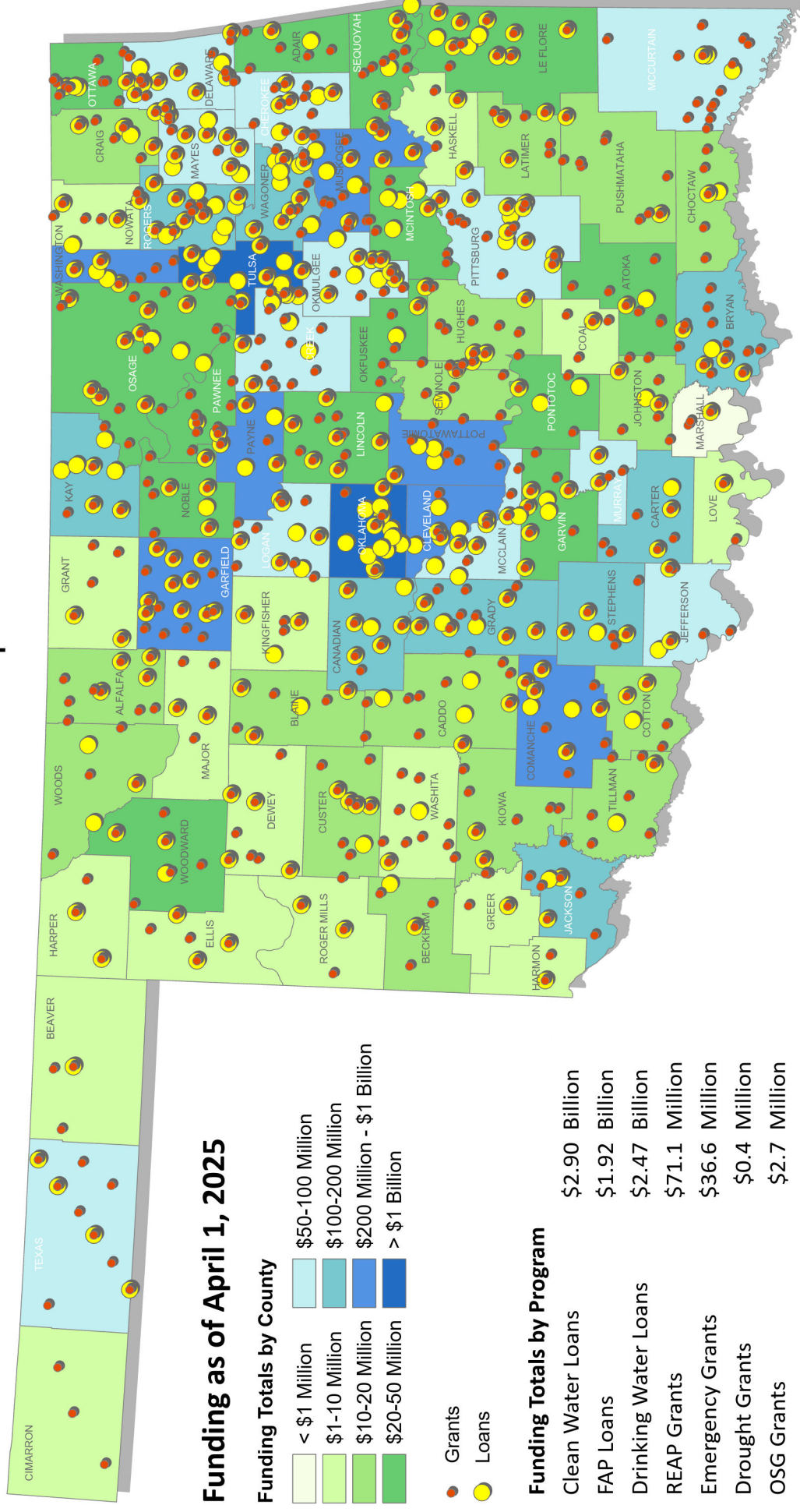
(SEAL)

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Suzanne Landess, Secretary



# Financial Assistance Division

## Loan and Grant Recipient Status



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

FINANCIAL ASSISTANCE DIVISION

April 15, 2025

## REAP GRANT APPLICATION RECOMMENDED FOR APPROVAL

**APPLICANT:** The Dewar Public Works Authority  
**COUNTY:** Okmulgee

**DATE RECEIVED:** 09/03/2024  
**APPLICATION NUMBER:** FAP-25-0085-R

**Amount Requested:** \$149,575.00

**Amount Recommended:** \$149,575.00

**PROJECT DESCRIPTION:** The Dewar Public Works Authority operates a wastewater system. The Authority is experiencing significant risk to the community due to the antiquated lift station equipment breaking down and causing overflow issues for the community. The proposed project is to remove and replace two pumps, upgrade the rails, install new SCADA packages and all appurtenances required to complete the project. The estimated cost of the project is \$149,575.00 which will be funded by the OWRB REAP grant in the amount of \$149,575.00.

Priority Ranking				Priority Points
<b>Population</b> <u>763</u> (Maximum: 55 points)				<u>55</u>
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)				
Water rate per 5,000 gal/month:	\$ 50.00	( ) Flat rate	<u>-3</u>	<u>8</u>
Sewer rate per 5,000 gal/month:	<u>26.00</u>	(X) Decreasing Block	<u>-2</u>	
Total	\$ 76.00	( ) Uniform	<u>0</u>	
		( ) Increasing Block	<u>+2</u>	
	10 points	( ) Sales tax (W/S)	<u>+1</u>	
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)				
Total Indebtedness:	\$ 1,437,000.00			<u>9</u>
Monthly Debt Payment:	\$ 6,500.00			
Number of Customers:	350			
Monthly Payment Per Customer:	\$ 18.57			
<b>MEDIAN HOUSEHOLD INCOME</b>	\$ 41,500.00	(Maximum: 10 points)		<u>3</u>
<b>ABILITY TO FINANCE PROJECT</b> (Maximum: 12 points)				
FP	=	$\frac{(\$149,575.00)}{(350)} \frac{(0.0710)}{(12)}$	= \$ 2.53	<u>6</u>
<b>AMOUNT OF GRANT REQUESTED</b> (Maximum: 5 points)				
AR	=	\$149,575.00		<u>(5)</u>
<b>REQUEST NUMBER</b>	<u>1</u>			<u>(5)</u>
<b>ENFORCMENT ORDER</b>	<u>No</u>	(Maximum: 5 points)		<u>0</u>
<b>BENEFIT OF PROJECT TO OTHER SYSTEMS</b>	<u>No</u>			<u>0</u>
<b>FISCAL SUSTAINABILITY</b>				<u>10</u>
<b>TOTAL PRIORITY POINTS</b>				<u>81</u>



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

SO ORDERED this 15th day of April 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Jennifer Castillo, Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

Reviewed By:



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Lori Johnson, Chief  
Financial Assistance Division

## REAP GRANT APPLICATION RECOMMENDED FOR APPROVAL

**APPLICANT:** Osage County Rural Water District No. 1, Oklahoma      **DATE RECEIVED:** 08/29/2024  
**COUNTY:** Osage      **APPLICATION NUMBER:** FAP-25-0053-R

**Amount Requested:** \$99,999.99

**Amount Recommended:** \$99,999.99

**PROJECT DESCRIPTION:** Osage County Rural Water District No. 1, Oklahoma (District) operates a water system with water purchased from the City of Bartlesville. The District is experiencing apparent water loss caused by the aging manual meters, as well as increased customer contact resulting from more work-from-home customers. The proposed project is to remove and replace approximately 369 manual meters with new AMR meters, purchase equipment to read the AMR meters, install the equipment into the Meter Reader vehicle, and all appurtenances required to complete the project. The estimated cost of the project is \$131,225.60 which will be funded by the OWRB REAP grant in the amount of \$99,999.99 and \$31,225.61 from local funds.

Priority Ranking				Priority Points
<b>Taps 369</b> (Maximum: 55 points)				<u>55</u>
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)				
Water rate per 5,000 gal/month:	\$ 78.25	( ) Flat rate	<u>-3</u>	<u>12</u>
Sewer rate per 5,000 gal/month:	<u>0.00</u>	( ) Decreasing Block	<u>-2</u>	
Total	\$ 78.25	( ) Uniform	<u>0</u>	
		(X) Increasing Block	<u>+2</u>	
	10 points	( ) Sales tax (W/S)	<u>+1</u>	
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)				
Total Indebtedness:	\$ 0.00			<u>0</u>
Monthly Debt Payment:	\$ 0.00			
Number of Customers:	369			
Monthly Payment Per Customer:	\$ 0.00			
<b>MEDIAN HOUSEHOLD INCOME</b> \$ 50,105.00 (Maximum: 10 points)				<u>1</u>
<b>ABILITY TO FINANCE PROJECT</b> (Maximum: 12 points)				
FP	=	$\frac{(\$99,999.99)}{(369)} \frac{(0.0710)}{(12)} =$	\$ 1.60	<u>4</u>
<b>AMOUNT OF GRANT REQUESTED</b> (Maximum: 5 points)				
AR	=	\$99,999.99		<u>1</u>
<b>REQUEST NUMBER</b> <u>0</u>				<u>0</u>
<b>ENFORCEMENT ORDER</b> <u>No</u> (Maximum: 5 points)				<u>0</u>
<b>BENEFIT OF PROJECT TO OTHER SYSTEMS</b> <u>No</u>				<u>0</u>
<b>FISCAL SUSTAINABILITY</b>				<u>10</u>
<b>TOTAL PRIORITY POINTS</b>				<u>83</u>



6. The project shall be to remove and replace approximately 369 manual meters with new AMR meters, purchase equipment to read the AMR meters, install the equipment into the Meter Reader vehicle as well as other related construction and necessary appurtenances, as more fully described in the engineering report included in applicant's grant application. Applicant is authorized to expend the REAP grant funds only for purposes of completing such project. The applicant shall return or otherwise pay to the Board, any REAP grant funds expended for unauthorized or unallowable purposes. Any funds due to be returned by the applicant under this paragraph shall additionally bear interest at the maximum rate allowed by law until repaid in full. Whenever there is any doubt as to whether an expenditure is authorized, the applicant shall consult with Board staff and obtain staff's answer before making the expenditure.
7. Furthermore, prior to and during the construction period, Osage County Rural Water District No. 1, Osage County, Oklahoma is required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and grant policies.

SO ORDERED this 15th day of April 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Jennifer Castillo, Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

Reviewed By:



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Lori Johnson, Chief  
Financial Assistance Division



## REAP GRANT APPLICATION RECOMMENDED FOR APPROVAL

**APPLICANT:** Canadian Public Works Authority  
**COUNTY:** Pittsburg

**DATE RECEIVED:** 08/28/2024  
**APPLICATION NUMBER:** FAP-25-0041-R

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

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

**PROJECT DESCRIPTION:** Canadian Public Works Authority (Authority) operates a wastewater collection system which consists primarily of clay tile and some PVC piping. The Authority is currently under a consent order from DEQ due to unpermitted discharges and is experiencing high inflow and infiltration (I&I) issues primarily caused by its aging infrastructure. The proposed project is to remove and replace approximately 1,300 linear feet of 8-inch SDR-35 sewer line, remove and replace approximately three manholes, the reconnection of approximately ten service connections and all appurtenances required to complete the project. The estimated cost of the project is \$99,999.00 which will be funded by the OWRB REAP grant in the amount of \$99,999.00.

Priority Ranking				Priority Points
<b>Population</b> <u>143</u> (Maximum: 55 points)				<u>55</u>
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)				
Water rate per 5,000 gal/month:	\$ 40.54	( ) Flat rate	<u>-3</u>	<u>10</u>
Sewer rate per 5,000 gal/month:	<u>0.00</u>	( ) Decreasing Block	<u>-2</u>	
Total	\$ 40.54	( ) Uniform	<u>0</u>	
		(X) Increasing Block	<u>+2</u>	
	8 points	( ) Sales tax (W/S)	<u>+1</u>	
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)				
Total Indebtedness:	\$ 0.00			<u>0</u>
Monthly Debt Payment:	\$ 0.00			
Number of Customers:	120			
Monthly Payment Per Customer:	\$ 0.00			
<b>MEDIAN HOUSEHOLD INCOME</b> \$ 48,125.00 (Maximum: 10 points)				<u>1</u>
<b>ABILITY TO FINANCE PROJECT</b> (Maximum: 12 points)				
FP =	$\frac{(\$99,999.00)}{(120)}$	$(0.0710)$	= \$ 4.93	<u>8</u>
<b>AMOUNT OF GRANT REQUESTED</b> (Maximum: 5 points)				
AR =	\$99,999.00			<u>1</u>
<b>REQUEST NUMBER</b> <u>1</u>				<u>0</u>
<b>ENFORCMENT ORDER</b> <u>Yes</u> (Maximum: 5 points)				<u>5</u>
<b>BENEFIT OF PROJECT TO OTHER SYSTEMS</b> <u>No</u>				<u>0</u>
<b>FISCAL SUSTAINABILITY</b>				<u>10</u>
<b>TOTAL PRIORITY POINTS</b>				<u>90</u>



6. The project shall be to remove and replace approximately 1,300 linear feet of 8-inch SDR-35 sewer line, remove and replace approximately three manholes, the reconnection of approximately ten service connections as well as other related construction and necessary appurtenances, as more fully described in the engineering report included in applicant's grant application. Applicant is authorized to expend the REAP grant funds only for purposes of completing such project. The applicant shall return or otherwise pay to the Board, any REAP grant funds expended for unauthorized or unallowable purposes. Any funds due to be returned by the applicant under this paragraph shall additionally bear interest at the maximum rate allowed by law until repaid in full. Whenever there is any doubt as to whether an expenditure is authorized, the applicant shall consult with Board staff and obtain staff's answer before making the expenditure.
7. Furthermore, prior to and during the construction period, Canadian Public Works Authority is required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and grant policies.

SO ORDERED this 15th day of April 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Jennifer Castillo, Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

Reviewed By:



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Lori Johnson, Chief  
Financial Assistance Division

## REAP GRANT APPLICATION RECOMMENDED FOR APPROVAL

**APPLICANT:** Town of North Enid  
**COUNTY:** Garfield

**DATE RECEIVED:** 07/26/2024  
**APPLICATION NUMBER:** FAP-25-0003-R

**Amount Requested:** \$81,000.00

**Amount Recommended:** \$81,000.00

**PROJECT DESCRIPTION:** Town of North Enid operates a sanitary sewer system that consist of two lift stations. These lift stations lack a backup power supply, posing a risk of service interruptions during power outages. The proposed project is to install a diesel generator at each lift station and all appurtenances required to complete the project. The estimated cost of the project is \$81,000.00 which will be funded by the OWRB REAP Grant for \$81,000.00.

Priority Ranking				Priority Points
<b>Population</b> <u>1003</u> (Maximum: 55 points)				<u>55</u>
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)				
Water rate per 5,000 gal/month:	\$ 42.15	<input type="checkbox"/> Flat rate	<u>-3</u>	<u>11</u>
Sewer rate per 5,000 gal/month:	<u>11.00</u>	<input type="checkbox"/> Decreasing Block	<u>-2</u>	
Total	\$ 53.15	<input type="checkbox"/> Uniform	<u>0</u>	
		<input checked="" type="checkbox"/> Increasing Block	<u>+2</u>	
	9 points	<input type="checkbox"/> Sales tax (W/S)	<u>+1</u>	
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)				
Total Indebtedness:	\$ 0.00			<u>0</u>
Monthly Debt Payment:	\$ 0.00			
Number of Customers:	53			
Monthly Payment Per Customer:	\$ 0.00			
<b>MEDIAN HOUSEHOLD INCOME</b>	\$ 72,000.00	(Maximum: 10 points)		<u>0</u>
<b>ABILITY TO FINANCE PROJECT</b> (Maximum: 12 points)				
FP	=	$\frac{(\$81,000.00)}{(53)} \frac{(0.0710)}{(12)} =$	\$ 9.04	<u>11</u>
<b>AMOUNT OF GRANT REQUESTED</b> (Maximum: 5 points)				
AR	=	\$81,000.00		<u>1</u>
<b>REQUEST NUMBER</b>	<u>0</u>			<u>0</u>
<b>ENFORCMENT ORDER</b>	<u>No</u>	(Maximum: 5 points)		<u>0</u>
<b>BENEFIT OF PROJECT TO OTHER SYSTEMS</b>	<u>No</u>			<u>0</u>
<b>FISCAL SUSTAINABILITY</b>				<u>3</u>
<b>TOTAL PRIORITY POINTS</b>				<u>81</u>



6. The project shall be to install a diesel generator at each lift station as well as other related construction and necessary appurtenances, as more fully described in the engineering report included in applicant's grant application. Applicant is authorized to expend the REAP grant funds only for purposes of completing such project. The applicant shall return or otherwise pay to the Board, any REAP grant funds expended for unauthorized or unallowable purposes. Any funds due to be returned by the applicant under this paragraph shall additionally bear interest at the maximum rate allowed by law until repaid in full. Whenever there is any doubt as to whether an expenditure is authorized, the applicant shall consult with Board staff and obtain staff's answer before making the expenditure.
7. Furthermore, prior to and during the construction period, Town of North Enid 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 April 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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

ATTEST:

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

(SEAL)

Reviewed By:



\_\_\_\_\_  
Lori Johnson, Chief  
Financial Assistance Division

## REAP GRANT APPLICATION RECOMMENDED FOR APPROVAL

**APPLICANT:** Roff Public Works Authority  
**COUNTY:** Pontotoc

**DATE RECEIVED:** 09/03/2024  
**APPLICATION NUMBER:** FAP-25-0078-R

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

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

**PROJECT DESCRIPTION:** Roff Public Works Authority operates a wastewater system. The Authority is under a Consent Order from ODEQ and has completed a Sanitary Sewer Evaluation Study (SSES) as required. The focus is on reducing inflow and infiltration (I/I) in the most critical areas identified in the SSES. The proposed project is to rehabilitate nine manholes, the lagoon with erosion control and road repair, replace approximately 2,000 linear feet of sewer line and all appurtenances required to complete the project. The estimated cost of the project is \$724,999.00 which will be funded by the OWRB REAP Grant of \$99,999.00, County ARPA Funds of \$125,000.00, and a CDBG Grant of \$500,000.00.

Priority Ranking			Priority Points
<b>Population</b> <u>632</u> (Maximum: 55 points)			<u>55</u>
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)			
Water rate per 5,000 gal/month: \$ 59.00	( ) Flat rate	<u>-3</u>	<u>12</u>
Sewer rate per 5,000 gal/month: <u>44.00</u>	( ) Decreasing Block	<u>-2</u>	
Total \$ 103.00	( ) Uniform	<u>0</u>	
10 points	(X) Increasing Block	<u>+2</u>	
	( ) Sales tax (W/S)	<u>+1</u>	
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)			
Total Indebtedness: \$ 194,415.70			<u>1</u>
Monthly Debt Payment: \$ 1,727.00			
Number of Customers: 285			
Monthly Payment Per Customer: \$ 6.06			
<b>MEDIAN HOUSEHOLD INCOME</b> \$ 38,750.00 (Maximum: 10 points)			<u>4</u>
<b>ABILITY TO FINANCE PROJECT</b> (Maximum: 12 points)			
$FP = \frac{(\$99,999.00)}{(285)} \frac{(0.0710)}{(12)} = \$ 2.08$			<u>6</u>
<b>AMOUNT OF GRANT REQUESTED</b> (Maximum: 5 points)			
AR = \$99,999.00			<u>1</u>
<b>REQUEST NUMBER</b> <u>0</u>			<u>0</u>
<b>ENFORCMENT ORDER</b> <u>Yes</u> (Maximum: 5 points)			<u>5</u>
<b>BENEFIT OF PROJECT TO OTHER SYSTEMS</b> <u>No</u>			<u>0</u>
<b>FISCAL SUSTAINABILITY</b>			<u>3</u>
<b>TOTAL PRIORITY POINTS</b>			<u>87</u>





6. The project shall be to rehabilitate nine manholes, the lagoon with erosion control and road repair, replace approximately 2,000 linear feet of sewer line as well as other related construction and necessary appurtenances, as more fully described in the engineering report included in applicant's grant application. Applicant is authorized to expend the REAP grant funds only for purposes of completing such project. The applicant shall return or otherwise pay to the Board, any REAP grant funds expended for unauthorized or unallowable purposes. Any funds due to be returned by the applicant under this paragraph shall additionally bear interest at the maximum rate allowed by law until repaid in full. Whenever there is any doubt as to whether an expenditure is authorized, the applicant shall consult with Board staff and obtain staff's answer before making the expenditure.
7. Furthermore, prior to and during the construction period, Roff Public Works Authority is required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and grant policies.

SO ORDERED this 15th day of April 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Jennifer Castillo, Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

Reviewed By:



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Lori Johnson, Chief  
Financial Assistance Division

## REAP GRANT APPLICATION RECOMMENDED FOR APPROVAL

**APPLICANT:** The Arapaho Public Works Authority  
**COUNTY:** Custer

**DATE RECEIVED:** 08/31/2024  
**APPLICATION NUMBER:** FAP-25-0071-R

**Amount Requested:** \$99,995.00

**Amount Recommended:** \$99,995.00

**PROJECT DESCRIPTION:** The Arapaho Public Works Authority (Authority) operates a wastewater system. The Authority is experiencing infiltration and inflow (I&I) issues due to cracks, leaks and unsealed manholes. The proposed project is to rehabilitate five deteriorated manholes by replacing five manhole rings and covers, reconstructing the invert and bench, replacing 50 vertical feet of interior lining of the manholes and all appurtenances required to complete the project. The estimated cost of the project is \$99,995.00 which will be funded by the OWRB REAP grant in the amount of \$99,995.00.

Priority Ranking				Priority Points
<b>Population</b> <u>668</u> (Maximum: 55 points)				<u>55</u>
<b>WATER AND SEWER RATE STRUCTURE</b> (Maximum: 13 points)				
Water rate per 5,000 gal/month:	\$ 118.40	( ) Flat rate	<u>-3</u>	<u>12</u>
Sewer rate per 5,000 gal/month:	<u>36.90</u>	( ) Decreasing Block	<u>-2</u>	
Total	\$ 155.30	( ) Uniform	<u>0</u>	
		(X) Increasing Block	<u>+2</u>	
	10 points	( ) Sales tax (W/S)	<u>+1</u>	
<b>INDEBTEDNESS PER CUSTOMER</b> (Maximum: 10 points)				
Total Indebtedness:	\$ 365,000.00			<u>2</u>
Monthly Debt Payment:	\$ 3,750.00			
Number of Customers:	520			
Monthly Payment Per Customer:	\$ 7.21			
<b>MEDIAN HOUSEHOLD INCOME</b>	\$ 46,875.00		(Maximum: 10 points)	<u>2</u>
<b>ABILITY TO FINANCE PROJECT</b> (Maximum: 12 points)				
FP	=	$\frac{(\$99,995.00)}{(520)} \frac{(0.0710)}{(12)} =$	\$ 1.14	<u>2</u>
<b>AMOUNT OF GRANT REQUESTED</b> (Maximum: 5 points)				
AR	=	\$99,995.00		<u>1</u>
<b>REQUEST NUMBER</b>	<u>0</u>			<u>0</u>
<b>ENFORCMENT ORDER</b>	<u>No</u>		(Maximum: 5 points)	<u>0</u>
<b>BENEFIT OF PROJECT TO OTHER SYSTEMS</b>	<u>No</u>			<u>0</u>
<b>FISCAL SUSTAINABILITY</b>				<u>10</u>
<b>TOTAL PRIORITY POINTS</b>				<u>84</u>



6. The project shall be to rehabilitate five deteriorated manholes by replacing five manhole rings and covers, reconstructing the invert and bench, replacing 50 vertical feet of interior lining of the manholes as well as other related construction and necessary appurtenances, as more fully described in the engineering report included in applicant's grant application. Applicant is authorized to expend the REAP grant funds only for purposes of completing such project. The applicant shall return or otherwise pay to the Board, any REAP grant funds expended for unauthorized or unallowable purposes. Any funds due to be returned by the applicant under this paragraph shall additionally bear interest at the maximum rate allowed by law until repaid in full. Whenever there is any doubt as to whether an expenditure is authorized, the applicant shall consult with Board staff and obtain staff's answer before making the expenditure.
7. Furthermore, prior to and during the construction period, The Arapaho Public Works Authority is required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and grant policies.

SO ORDERED this 15th day of April 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Jennifer Castillo, Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

Reviewed By:



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Lori Johnson, Chief  
Financial Assistance Division

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

**Applicant:** Rural Water and Sewer District No. 5, Garfield County, Oklahoma

**Loan Application No.:** ORF-23-0073-DW  
Drinking Water SRF Loan (“DWSRF Loan”)

**Amount Requested:** \$800,000.00

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

**Purpose:** The applicant will utilize the loan proceeds to: (i) construct a new water well and well house, install electrical and telemetry equipment, chlorination equipment, a generator, propane tank, and transfer switch to provide additional capacity and redundancy in periods of high demand, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

**Sources of Funds (Est.)**

Loan Proceeds	\$800,000.00
<b>Total</b>	<b><u>\$800,000.00</u></b>

**Uses of Funds (Est.)**

Project	\$767,500.00
Bond Counsel	30,000.00
Local Counsel	<u>2,500.00</u>
<b>Total</b>	<b><u>\$800,000.00</u></b>

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

IN THE MATTER OF LOAN APPLICATION       )  
NO. ORF-23-0073-DW IN THE NAME OF       )  
RURAL WATER AND SEWER DISTRICT NO. 5    )  
GARFIELD 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 April, 2025.

WHEREAS, Rural Water and Sewer District No. 5, Garfield County, Oklahoma (the "Applicant") has made its Application for Funding No. ORF-23-0073-DW (the "Loan Application") to the Board and to the Oklahoma Department of Environmental Quality (the "DEQ") for a loan from the Drinking Water Treatment Revolving Loan Account (the "DWSRF"), pursuant to Title 82 Oklahoma Statutes 2021, Sections 1085.71 *et seq*, as amended; and

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

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

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

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

Application for Funding No. ORF-23-0073-DW in the name of Rural Water and Sewer District No. 5, Garfield County, Oklahoma be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

**Purpose**

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) construct a new water well and well house, install electrical and telemetry equipment, chlorination equipment, a generator, propane tank, and transfer switch to provide additional capacity and redundancy in periods of high demand, all related appurtenances (the "Project"), and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

**Terms and Conditions**

1. Funding shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$800,000.00.
2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order.

**ORDER APPROVING LOAN APPLICATION  
RURAL WATER AND SEWER DISTRICT NO. 5  
ORF-23-0073-DW**

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

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

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

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

So ordered this 15th day of April, 2025 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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Jennifer Castillo, Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION  
RURAL WATER AND SEWER DISTRICT NO. 5  
ORF-23-0073-DW**

Reviewed By:



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Lori Johnson, Chief  
Financial Assistance Division



## ARPA GRANT APPLICATION RECOMMENDED FOR APPROVAL

**APPLICANT:** Rural Water District No. 4, Rogers County, Oklahoma      **DATE RECEIVED:** 11/21/2022  
**COUNTY:** Rogers      **APPLICATION NUMBER:** ARP-23-0084-G  
**ARPA NUMBER:** ARPA-YY002306  
**Amount Requested:** \$389,725.00      **Amount Recommended:** \$389,725.00

**PROJECT DESCRIPTION:** Rural Water District No. 4, Rogers County, Oklahoma (District) operates a water distribution system. The District had a need to replace undersized water lines to increase the efficiency of the distribution system. The proposed project is to reimburse the district for replacing approximately 10,560 linear feet of water line with 12-inch PVC water line, and all appurtenances required to complete the project. The cost of the project is \$953,020.50 which will be funded by the OWRB ARPA Grant of \$389,725.00 and local funds of \$563,295.50.

Priority Ranking				Priority Points	
Taps <u>3,309</u>					
WATER AND SEWER RATE STRUCTURE (Maximum: 13 points)					
Water rate per 5,000 gal/month:	\$	31.00	( ) Flat rate	<u>-3</u>	<u>8</u>
Sewer rate per 5,000 gal/month:		<u>0.00</u>	( ) Decreasing Block	<u>-2</u>	
Total	\$	31.00	( ) Uniform	<u>0</u>	
			(X) Increasing Block	<u>+2</u>	
		6 points	( ) Sales tax (W/S)	<u>+1</u>	
INDEBTEDNESS PER CUSTOMER (Maximum: 10 points)					
Total Indebtedness:	\$	316,742.66			<u>0</u>
Monthly Debt Payment:	\$	12,241.84			
Number of Customers:		3309			
Monthly Payment Per Customer:	\$	3.70			
APCI Tier	Tier	2.00	(Maximum: 24 points)		<u>18</u>
LEGISLATIVE PORTAL REQUEST (Maximum: 5 points)					<u>0</u>
PREVIOUS GRANTS				<u>0</u>	<u>0</u>
ENFORCMENT ORDER				<u>No</u> (Maximum: 5 points)	<u>0</u>
BENEFIT OF PROJECT TO OTHER SYSTEMS				<u>No</u>	<u>0</u>
FISCAL SUSTAINABILITY					<u>10</u>
TOTAL PRIORITY POINTS					<u>36</u>

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT )  
(ARPA) GRANT APPLICATION )  
NO. ARP-23-0084-G IN THE NAME OF THE )  
RURAL WATER DISTRICT NO. 4, ROGERS COUNTY, )  
OKLAHOMA. )

This matter came on for consideration before the Oklahoma Water Resources Board on the 15th day of April 2025. The Board finds that since the application for this grant has received a priority ranking of 36 points under Chapter 50 of the Board's Rules and that since sufficient funds are available, the grant application for an amount not to exceed \$389,725.00 should be approved for the following purpose and subject to the following conditions:

1. The amount of the ARPA grant shall not exceed \$389,725.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to reimburse the district for replacing approximately 10,560 linear feet of water line with 12-inch PVC water line. Applicant is authorized to request the ARPA grant funds only for costs incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, Rural Water District No. 4, Rogers County, Oklahoma is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA rules, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

OKLAHOMA WATER RESOURCES BOARD

ATTEST:

3024

Rural Water District No. 4, Rogers County, Oklahoma  
OWRB ARPA Grant No. ARP-23-0084-G

Reviewed By:

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

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Lori Johnson, Chief  
Financial Assistance Division

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

**Applicant:** Town of Summit, Muskogee County

**Grant Application No.:** ARP-23-0031-DPG  
American Rescue Plan Act Grant (“ARPA Grant”)

**Amount Requested:** \$1,153,847.50

**Designated Grant**

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

**Purpose:** Town of Summit faces critical infrastructure challenges, including inadequate drainage, failing septic systems, and the need for connection to the Muskogee County Rural Water District No. 2 (RWD). The proposed project is to upgrade the ditch drainage with grading and new pipes, replacement of failing septic systems, and establishing various services connections to the RWD system.

**Sources of Funds (Est.)**

OWRB ARPA Grant: \$1,153,847.50

**Uses of Funds (Est.)**

Project: \$1,153,847.50

**Total** \$1,153,847.50

**Total** \$1,153,847.50

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

IN THE MATTER OF AMERICAN RESCUE PLAN ACT )  
(ARPA) GRANT APPLICATION NO. ARP-23-0031-DPG )  
IN THE NAME OF THE TOWN OF SUMMIT, )  
MUSKOGEE COUNTY, OKLAHOMA. )

**PROPOSED**  
ORDER APPROVING ARPA GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 15th day of April 2025. The Board finds that since the application for this grant has been identified by the legislature, has met the eligibility requirements for this grant, and that since sufficient funds are available, the grant application for an amount not to exceed \$1,153,847.50 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$1,153,847.50.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to upgrade the ditch drainage with grading and new pipes, replacement of failing septic systems, and establishing various services connections to the Muskogee County Rural Water District No. 2 system. Applicant is authorized to request the ARPA grant funds only for costs incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, Town of Summit is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA regulations, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 15th day of April 2025, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

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

ATTEST:

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

(SEAL)

Town of Summit  
OWRB ARPA Grant No. ARP-23-0031-DPG

Reviewed By:

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

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Lori Johnson, Chief  
Financial Assistance Division

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

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

April 15, 2025

**AGENDA ITEM 3D(1)**

**INTERAGENCY AGREEMENT**

<b>WITH:</b>	Oklahoma Department of Agriculture, Food and Forestry
<b>PURPOSE:</b>	For collecting groundwater samples at monitoring wells of swine licensed managed feeding operations (LMFOs)
<b>AMOUNT:</b>	Not to exceed \$170,000.00
<b>TERM:</b>	July 1, 2025 through June 30, 2026



**INTERAGENCY AGREEMENT BY AND BETWEEN  
OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY  
AND  
OKLAHOMA WATER RESOURCES BOARD**

This Interagency Agreement ("Agreement") by and between the Oklahoma Department of Agriculture, Food, and Forestry ("ODAFF") and the Oklahoma Water Resources Board ("OWRB") is accepted by both ODAFF and OWRB for the following purpose(s): collecting groundwater samples at monitoring wells of swine licensed managed feeding operations ("LMFOs").

**Authorization**

Title 2, Section 20-12(F)(2) of the Oklahoma Statutes and the Oklahoma Administrative Code Section 35:17-3-11(e)(6)(A) authorize ODAFF to enter into this Agreement for the purpose of collecting and analyzing samples from swine LMFO monitoring wells. Title 82, Section 1085.2(2) of the Oklahoma Statutes authorizes OWRB to make such contracts as are necessary or convenient to the exercise of any of the powers conferred upon it by the law. OWRB has the personnel, services and equipment necessary to collect samples from LMFO monitoring wells.

**General Terms and Conditions**

1. **Payment:** ODAFF is applying for a grant from the U.S. Environmental Protection Agency ("EPA") disbursed via the Oklahoma Office of the Secretary of Energy and Environment ("OSEE") in the amount of \$170,000.00. Under the Clean Water Act, Section 106, the monies will be used, subject to OSEE's approval, to conduct the sampling of monitoring wells at swine LMFO facilities. The total amount to be paid under this Agreement shall not exceed \$170,000.00. The OWRB will invoice ODAFF on a quarterly basis for services and other associated costs incurred between July 1, 2025 and June 30, 2026 (Quarter 1 due no later than Oct 15; Quarter 2 due no later than Jan 15; Quarter 3 due no later than Apr 15; Quarter 4 and final invoice due no later than July 15). If final program costs amount to less than the amount of the grant approved by EPA, the balance of the funds will remain with the OSEE. All final invoices shall be submitted to the ODAFF no later than August 31, 2026. This Agreement is subject to the ODAFF receiving funding under the Clean Water Act, Section 106. During the effective term of this Agreement, should funding be reduced the ODAFF may limit, reduce, or cease its monies available pursuant to the Agreement via issuance of a change order. No payments to OWRB will be made until the OWRB/ODAFF Quality Assurance Project Plan ("QAPP") has been approved by EPA; except up to 10% of the grant funds received by ODAFF shall be paid to OWRB to reimburse initial planning costs regardless of the QAPP approval.
2. **Duration and Termination:** This Agreement, dated for convenience of reference as of July 1, 2025, shall become effective upon the approval and execution by both parties hereto. The term of this Agreement shall conclude on June 30, 2026. Either party may terminate this Agreement with thirty (30) days written notice.
3. **Amendment:** The terms of this Agreement may be amended only by the written agreement of both parties.
4. **Employment Status:** Nothing in this Agreement shall be construed to change or alter the status of the employees of either the ODAFF or OWRB. At no time shall any employee, volunteer, contractor, or designated person of the OWRB be considered an employee of ODAFF.

5. Costs of Monitoring Well Sample Analysis: Pursuant to 2 O.S. Section 20-12(F)(2)(a), the swine LMFO owner shall be responsible for the costs of sample gathering and laboratory analysis, unless the Oklahoma Legislature specifically appropriates funding for swine LMFO sampling costs to OWRB as part of programs.
6. Additional Terms:
  - a. ODAFF and OWRB shall comply with all applicable and pertinent laws and rules of the State of Oklahoma and the United States.
  - b. All invoices regarding this Agreement shall include the EPA grant application number.

### **Responsibilities of Parties**

#### **OWRB agrees to the following:**

1. To sample and monitor swine LMFO monitoring wells, which includes the following requirements:
  - a. The OWRB will develop and maintain a QAPP subject to ODAFF and EPA approval. The QAPP will specify the quality assurance and quality control (QA/QC) protocols and measures to be used during the sample procurement processes.
  - b. At least annually, OWRB, utilizing appropriate QA/QC protocols shall collect groundwater samples from swine LMFO monitoring wells identified by ODAFF. The samples shall be submitted to ODAFF's Laboratory Services Division, Water and Inorganic Section or to any other laboratory as agreed upon by ODAFF's Agricultural Environmental Management Services Division Director and OWRB's Water Assessment, Trends, and Environmental Research Division Chief. All monitoring wells shall be sampled at least once by May 31, 2026. OWRB will coordinate with ODAFF the parameters to be sampled based upon the Oklahoma Swine Feeding Operations Statutes and rules and the schedule of sample collection with ODAFF.
  - c. Field work will be documented by completion of monitoring well data purge and sample forms data fields which will include the current name of the swine LMFO company, facility name and license number, facility type, the ODAFF assigned well numbers, the existing and new security seal or well lock numbers, the OWRB sampling team members, the date and time of sample collection, a log of the field purge parameter data and final purge stability criteria as well as the method of purge water and sample water extraction. These data fields will be submitted electronically to ODAFF no later than July 15, 2026, or upon request.
  - d. The OWRB will submit samples for each "wet" monitoring well to the ODAFF laboratory for analysis of fecal coliform bacteria, nitrate-nitrogen, ammonium-nitrogen, total phosphorous, pH, and electrical conductivity observing 24-hour holding time protocols for fecal coliform bacteria. The chain of custody documentation will accompany all samples submitted to the lab identifying the swine LMFO licensee, facility name, and license number, the name of the OWRB employee responsible for sample collection, well numbers, and analytical parameters to be tested and method of preservation.

- e. By January 10 and July 10, the OWRB shall provide ODAFF with a semi-annual summary that includes:
    - i. The number of wells sampled, and dry wells inspected,
    - ii. The level (percent) of work completed and the amount of funds expended,
    - iii. Major accomplishments for the reporting period,
    - iv. Problems or obstacles encountered, and any remedial actions taken during the reporting period,
    - v. Updates to any personnel working on the project, and
    - vi. Work planned for the next, upcoming semi-annual reporting period.
  - f. The OWRB shall provide ODAFF with any updated global positioning data related to the locations (Latitude/Longitude) of monitoring wells at swine LMFOs.
- 2. To allow ODAFF to audit any payments made to OWRB under this Agreement, whether by a State Auditor or any other auditor specified by ODAFF, all records shall be made available upon request by an authorized representative of ODAFF. The term "records" include books, documents, accounting procedures and practices, claims and other data regardless of type whether in written form, computer data or any other form filed, produced or relating to OWRB performance under this Agreement.
  - 3. The OWRB shall retain all necessary records, books, and any other reasonably necessary documentation relating to the nature, time and scope of the Agreement, regardless of form, for a period of seven (7) years following completion or termination of the Agreement. If an audit, litigation, or other action involving the records commences before the end of the seven (7) year retention period, the records shall be maintained for two (2) years from the date that all issues arising out of the action are resolved.
  - 4. To give ODAFF's laboratory as much notice as possible before submitting samples for analysis.

ODAFF agrees with the following:

- 1. To cause OSEE to pay the OWRB for services performed in accordance with this Agreement after receipt of each quarterly invoice, according to paragraph No. 1, "Payment", under the heading "General Terms and Conditions" above.
- 2. To provide OWRB with all available requested information regarding monitoring wells at swine LMFOs, including but not limited to, location, historical data, and any other relevant information and to coordinate with OWRB regarding sampling events and required sampling parameters.
- 3. To provide laboratory analytical data in an electronic format as mutually agreed by the ODAFF Laboratory Services Director and OWRB Water Assessment, Trends, and Environmental Research Division Chief.
- 4. ODAFF shall collect any money due from LMFO owners pursuant to this Agreement.
- 5. To review and provide feedback and approval on any newly developed or updated QAPP and cause to obtain feedback and approval from EPA.

### **Compliance**

This Agreement is made expressly subject to applicable law and is to be construed in a manner consistent with applicable laws and regulations. The Parties expressly agree to comply with all the laws of the United States, the State of Oklahoma and any political subdivision where any portion of the Agreement is to be performed, including all statutes, rules, or regulations now existing or that may be promulgated in the future. This Agreement neither expands nor degrades the jurisdiction or authority vested in the Parties by applicable law. This Agreement is not intended to modify or supersede any other applicable interagency agreements existing as of the date of this Agreement.

### **Severability**

If any provision of this Agreement is found to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or any renewal or extension of this Agreement, then it is the intention of the undersigned parties that the remainder of this Agreement that is not found to be illegal, invalid, or unenforceable shall remain in full force and effect.

APPROVED:

Oklahoma Department of Agriculture, Food, and Forestry

\_\_\_\_\_  
Blayne Arthur  
Secretary of Agriculture  
Or Designee

\_\_\_\_\_  
Date

Oklahoma Water Resources Board

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Secretary

(SEAL)

**AGENDA ITEM 3D(2)**

**INFORMATION SHARING ACCESS AGREEMENT**

<b>WITH:</b>	DEPARTMENT OF HOMELAND SECURITY/FEDERAL EMERGENCY MANAGEMENT AGENCY
<b>PURPOSE:</b>	To conduct floodplain management, disaster recovery, CRS,NV and ASD/SI activities, update mitigation plans and apply for grants.
<b>AMOUNT:</b>	None
<b>TERM:</b>	Effective upon the signature of both Parties and will remain in effect for 3 years

DEPARTMENT OF HOMELAND SECURITY  
Federal Emergency Management Agency

**INFORMATION SHARING ACCESS AGREEMENT (ISAA)**

**BETWEEN**

**THE DEPARTMENT OF HOMELAND SECURITY/FEDERAL EMERGENCY MANAGEMENT  
AGENCY (DHS/FEMA)**

**AND**

**THE OKLAHOMA WATER RESOURCES BOARD**

1. **INTRODUCTION.** The U.S. Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and \_\_\_\_\_ the Oklahoma Water Resources Board (OWRB) (hereinafter referred to as "Recipient Entity"), hereinafter collectively referred as the "Parties," voluntarily enter into this Information Sharing Access Agreement (ISAA) (alternatively "Agreement") to govern the collection, use, access, disclosure, security, and retention of the Personally Identifiable Information (PII) dataset(s) described herein.
2. **PURPOSE AND BACKGROUND.** The purpose of this Agreement is to document the safeguarding requirements for PII dataset(s) shared by FEMA with Recipient Entity to conduct floodplain management, disaster recovery, CRS, NV and SD/SI activities, update mitigation plans and apply for grants .
  - a. Recipient Entity is a(n) state government office. Recipient Entity requires access to PII dataset(s) concerning NFIP policies, violations, claims and repetitive/severe repetitive loss records within the State of Oklahoma, as documented in Appendix A, to conduct floodplain management, disaster recovery, CRS, NV and SD/SI activities, update mitigation plans and apply for mitigation grants .

<sup>1</sup> E.g. "NFIP Pivot is used to account for flood insurance policies and claims under the National Flood Insurance Program."

**3. AUTHORITIES.** *[Must be verified by program legal counsel]*

- a. ☒ Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Pub. L. No. 93-288 (1974), (codified at 42 U.S.C. §§ 5121-5207) (Stafford Act) ☒ National Flood Insurance Act of 1968, Pub. L. No. 90-448, Title XIII (1968) (42 U.S.C. 4001 et seq.) (NFIA) ☐ \_\_\_\_\_;
- b. Privacy Act of 1974, as amended, 5 U.S.C. § 552a (Privacy Act);
- c. ☐ DHS/FEMA 008 -Disaster Recovery Assistance Files System of Records (DRA), 78 Fed. Reg. 25,282 (Apr. 30, 2013) (DRA SORN) ☒ DHS/FEMA 003 –NFIP Files System of Records, 79 FR 28747 (May 19, 2014) (NFIP Files SORN) ☐ DHS/FEMA-009 Hazard Mitigation Disaster Public Assistance and Disaster Loan Programs, March 24, 2014, 79 FR 16015; DHS/FEMA 008-Disaster Recovery,
- i. Routine use G, I, L, M, N, O, R, T of the NFIP SORN and J and H of the Disaster SORNs \_\_\_\_\_.
- d. The E-Government Act of 2002, Public Law 107-347, §208; \_\_\_\_\_;

**4. DEFINITIONS.<sup>2</sup>**

- a. BREACH (synonymous with “PRIVACY INCIDENT”): The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses personally identifiable information for an other than authorized purposed.
- b. INCIDENT (synonymous with IT SECURITY INCIDENT): An occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.
- c. PERSONALLY IDENTIFIABLE INFORMATION: means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.

**5. RECIPIENT RESPONSIBILITIES.** The Recipient Entity's responsibilities under this ISAA are as follows:

- a. Maintain appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of records and to protect against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom information is maintained;
- b. Maintain the PII dataset(s) provided by FEMA to the Recipient Entity separately or in a manner in which it is easily segregable from the entity's other information;
  - i. This does not refer to individual PII data elements which the Recipient Entity independently collects, verifies, documents, or incorporates in its records and/or systems separately from FEMA PII datasets for programs or services not addressed in this Agreement;

<sup>2</sup> See Handbook for Safeguarding Sensitive PII, Privacy Policy Directive 047-01-007, Revision 3, December 4, 2017.

- c. Submit a written request to FEMA for any information request pursuant to this ISAA;
- d. Each time PII is requested under this ISAA, indicate the specific purpose and use of the PII and the specific routine use under which the PII is being requested;
- e. Use the PII provided pursuant to this ISAA only for the purpose(s) identified in this ISAA and consistent with the applicable Routine Use(s);
- f. Restrict access to PII datasets provided by FEMA under this ISAA to authorized personnel and to entities under contract by the requestor (direct contractors) performing functions consistent with the purpose of this ISAA on behalf of Recipient Entity;
- g. Retain the original dataset for only so long as necessary for the purposes of this agreement, but in any case, no longer than 3 years.
- h. Instruct all individuals with access to PII provided pursuant to this ISAA regarding the confidential nature of the information, the safeguard requirements of this Agreement, and the applicable criminal penalties and civil remedies specified in federal and state laws against unauthorized disclosure of the PII covered by this Agreement;
- i. In a timely manner, take appropriate action with regard to any request made by FEMA for access, additions, changes, deletions, or corrections of PII and in a timely manner, notify FEMA of any data errors that it discovers;
- j. The Recipient Entity shall ensure no Matching Program, as that term is defined in 5 U.S.C. § 552a(a)(8), will occur using the PII datasets shared under this agreement unless a separate Computer Matching Agreement is in place.
- k. If at any time during the term of this ISAA any part of the PII dataset provided under this Agreement, ceases to be required by Recipient Entity for purpose(s) identified in this ISAA, or upon termination of the ISAA, whichever occurs first, within fourteen (14) days thereafter, promptly notify FEMA and securely return the PII to FEMA, or, at FEMA's written request destroy, un-install and/or remove all copies of such PII in the Recipient Entity's possession or control, and certify in writing to FEMA that such tasks have been completed.

**6. FEMA RESPONSIBILITIES.** FEMA's responsibilities under this ISAA are as follows:

- a. Share with Recipient Entity only the PII dataset(s) documented in Appendix A to this ISAA;
- b. Transmit or allow access to the information documented in Appendix A to the Recipient Entity in password protected format via encrypted email or via a FEMA-OCIO approved secure information technology (IT) portal, interface, or transfer tool;
- c. Ensure that FEMA information provided to Recipient Entity is accurate, complete, and up-to-date as reasonably necessary;
- d. Keep a record of the date, nature, and purpose of each disclosure of PII to Recipient Entity under this ISAA, to include the written request for information.
- e. FEMA shall not take any adverse action or limit any of its Federal benefits as a result of this sharing of information.



## 7. THIRD PARTY ACCESS

- a. **Ownership of PII Dataset(s).** Notwithstanding any other provision of this Agreement, the PII dataset(s) obtained by Recipient Entity from FEMA shall remain under the control of FEMA, and Recipient Entity will not further disclose PII dataset(s) provided by FEMA to outside third parties without express consent from FEMA or the individuals to whom the PII pertains.
  - i. This does not refer to individual PII data elements which the Recipient Entity independently collects, verifies, documents, or incorporates in its records and/or systems for programs or services not addressed in this Agreement.
- b. **Open Access/Freedom of Information Requests.** The Recipient Entity shall withhold PII provided by FEMA under this agreement from any open records or Freedom of Information Act (FOIA) response to the extent allowed by law. The Recipient Entity shall provide notice of any request for and/or disclosure of PII provided by FEMA under this agreement in response to open records or FOIA requests.
- c. ☒ *[If Recipient Entity has identified a subcontractor recipient at the time of the ISAA, complete this section, otherwise delete this and the following paragraphs]*

**Consent to Third Party Access to FEMA PII:** Subject to the restrictions and limitations set forth in this ISAA,

FEMA authorizes Recipient Entity to share FEMA PII with Freese & Nichols (FNI)

pursuant to Contract/Purchase Order/Agreement Number N/A between the Recipient Entity and

FNI dated 02/21/2023. The data will be used to

Oklahoma Plan Development. FNI

may not share the information with any of its subcontractors or third-party partners.

FNI may only use FEMA PII for the purposes outlined in

Contract/Purchase Order/Agreement Number N/A.

- d. All contractors granted access by FEMA to any FEMA PII must agree in writing with Recipient Entity to: (a) abide by the terms and conditions in this ISAA, including without limitation, provisions relating to compliance with the protection of FEMA PII and Notice of Privacy Incident; (b) restrict use of FEMA survivor/registrant PII only to the performance of services to Recipient Entity in connection with Recipient Entity's performance of its obligations under this ISAA, and (c) certify in writing, upon completion of the performance of services by a contractor, that the contractor has immediately un-installed, removed, and/or destroyed all copies of FEMA survivor/registrant PII within 30 days of the contractor's performance of services to Recipient Entity.

## 8. PRIVACY INCIDENT PROCEDURES

- a. **Notice of Privacy Incident.** If the Recipient Entity, or its contractors, suspect, discover or are notified of a suspected or confirmed Privacy Incident relating to FEMA PII, the Recipient Entity shall immediately, but in no event later than twenty-four (24) hours from suspicion, discovery or notification of the suspected or confirmed Privacy Incident, notify the FEMA Privacy Officer at (202) 212-5100 or [FEMA-Privacy@fema.dhs.gov](mailto:FEMA-Privacy@fema.dhs.gov).
- b. **Privacy Incident Handling.** In the event of a Privacy Incident emanating from this ISAA, FEMA will investigate the Privacy Incident pursuant to DHS standard procedures and will consult Recipient Entity to diagnose, mitigate and manage the Incident. The Recipient Entity will be responsible for carrying out all necessary measures to remedy the effects of the Privacy Incident.
- c. ☒ *[Select this clause if Entity is a State/Local/Territorial/Tribal Government Agency]*

**Remediation.** In the event of a Privacy Incident and/or IT Security Incident emanating from this ISAA, FEMA will investigate the Privacy Incident and/or IT Security Incident pursuant to DHS standard procedures and will consult with Recipient Entity in order to diagnose, mitigate, and manage the Privacy Incident and/or IT Security Incident. The Recipient Entity will be responsible for carrying out all reasonable and necessary measures to remedy the effects of a Privacy Incident/Breach, when its actions are responsible for the Privacy Incident/Breach, which may include:

  - i. Notification to the affected individuals, the public, media, and/or other government entities;
  - ii. Removing information from an Internet or Intranet page;
  - iii. Training and awareness for staff on best practices to Safeguard PII;
  - iv. Disciplinary or corrective action, including counseling for employees.
    1. NOTE: any personnel subject to corrective or disciplinary action arising out of a privacy incident must not be identified or identifiable in the Privacy Incident reporting;
  - v. Revisions to policies and procedures to minimize or eliminate the use of PII when possible;
  - vi. and/or Any other remediation effort(s) as agreed upon by the Parties.
- d. **Penalties.** If the Recipient Entity or one of its employee/agents willfully discloses any PII to a third party not authorized to receive it, FEMA will revoke the Recipient Entity's access to FEMA PII.

## 9. GENERAL TERMS.

- a. **Entire Agreement.** This ISAA constitutes the entire Agreement between the Parties with regard to information sharing. However, if this ISAA is used to supplement a contract between the Parties, to the extent there is any conflict between a term of this ISAA and a term in other acquisition documentation, the term of the underlying acquisition, including the Homeland Security Acquisition Regulations (HSAR) Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses will supersede.
- b. **Effective Date, Duration, and Termination.** This ISAA will become effective upon the signature of both Parties and will remain in effect for 3 years, or the lifetime of the acquisition period, whichever is shorter. However, FEMA will only provide the information identified in Appendix A for the disaster period of assistance or, if applicable, for the period of time specified in the Routine Use, whichever is longer. Either party may terminate this Agreement upon written notice to the other party.
- c. **Modification.** This ISAA may be modified upon the mutual written consent of the Parties.
- d. **Counterparts.** This ISAA, when executed in any number of counterparts and by different Parties on separate counterparts, each of which counterparts when so executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same Agreement.
- e. **Severability.** Nothing in this ISAA is intended to conflict with current law, regulation or FEMA directives. If a term of this ISAA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this ISAA shall remain in full force and effect.
- f. **No Private Right.** This ISAA is an internal Agreement between FEMA and the Recipient Entity. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, the United States, or other officers, employees, agents, or associated personnel thereof. Nothing in this ISAA is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction. Accordingly, the terms of this Agreement do not constitute or imply the grant, by the United States of America, of any other consent, accord, satisfaction, advice, or waiver of its rights, power or authority.
- g. **Funding.** This ISAA is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this ISAA. Expenditures by each party will be subject to its budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.
- h. **Issue Resolution.** FEMA and Recipient Entity understand that during the course of this ISAA, they may have to resolve issues such as: scope, interpretation of provisions, unanticipated technical matters, and other proposed modifications. Both Parties agree to appoint their respective points of contact to work in good faith towards resolution of such issues. [See Appendix B for points of contacts.]
- i. **Auditing/Reporting:** The Parties will coordinate to prepare a report/audit summarizing Recipient Entity and its contractor's (if applicable) compliance with the privacy, redress, and security requirements set forth in this Agreement, to include accounting for all disclosures of FEMA PII. FEMA shall be provided copies of Recipient Entity self-audits. As part of this responsibility, the Recipient Entity further agrees to conduct its own annual audits of compliance with the terms of this Agreement, and to provide the results of these audits to John Bowman, RFIL, FEMA Region 6.

**APPROVED BY:**

DEPARTMENT OF HOMELAND SECURITY / FEDERAL EMEGENCY MANAGEMENT AGENCY

\_\_\_\_\_  
FEMA Signatory  
Jeffrey Jackson  
\_\_\_\_\_  
Name  
Deputy Assistant Administrator  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Insurance Directorate  
Program Name  
\_\_\_\_\_  
DHS/FEMA/Resilience  
FEMA

**THE RECIPIENT ENTITY:**

\_\_\_\_\_  
Recipient Signatory  
Jennifer Castillo  
\_\_\_\_\_  
Name  
Chairman  
\_\_\_\_\_  
Title  
OK Water Resources Board  
\_\_\_\_\_  
Full Entity Name

\_\_\_\_\_  
Date

**Appendix A –** DHS/FEMA-003 NFIP, DHS/FEMA 008-Disaster Recovery Assistance, DHS/FEMA-009 Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Programs , Routine use G, I, L, M, N, O, R and T of NFIP SORN and J and H of Disaster SORNs . The following lists the specific data elements in the FEMA PII dataset(s) that will be shared by FEMA with the OWRB . The OWRB will only receive the PII data that is necessary to meet the routine use:

Data elements extracted include:

From the public Census.gov web site

- Median Income
- Housing Data

Authorization for sharing the NFIP data for Community Profiles can be found in Routine Uses G, I, L, M, N, O, R and T of SORN DHS/FEMA-003 National Flood Insurance Program Files

- Property address
- Property coordinates
- Current NFIP Claims
- Historical NFIP Claims
- Current and Historical NFIP Claim Amounts
- Dates of Loss
- Water depth relative to main building
- RL and SRL Properties
- Type of Structure
- Obtain and Maintain properties

\*Additional justification and a valid "need to know" is needed to receive policyholder names or policy numbers.

Authorization for sharing IA information for Community Profiles is provided in Routine Use G, J(1) and (2) of SORN DHS/FEMA-008 Disaster Recovery Assistance Files

- Property Address
- Property Coordinates
- Property damage inspection data
- Hazard Type
- Residence Type
- Dwelling Type
- IA Claim Amounts
- Current IA Claim
- Historical IA Claim
- Water depth relative to main building
- High Water Mark Location
- Year IA GFIP obtain and maintain requirements applied to property

Authorization for sharing MT eGrants information for Community Profiles is provided in Routine Use G, H and J of SORN DHS/FEMA-009 Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Program

- Type of HMA project
- Grant award amounts
- Type of mitigation
- Property Address
- Property Coordinates
- Project Address
- Project Coordinates

Authorization for sharing EMMIE information for Community Profiles is provided in Routine

Use G, H and J of SORN DHS/FEMA-009 Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Program

- Property Address
- Property Coordinates
- Project Address
- Project Coordinates
- Grant Award Amount
- Type of Mitigation
- Property Damage Inspection Data
- Hazard Type
- Type of Structure

Authorization sharing Grants Manager information for Community Profiles is provided in Routine Use G, H and J of SORN DHS/FEMA-009 Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Program

- Property Address
- Property Coordinates
- Project Address
- Project Coordinates
- Grant Award Amount
- Type of Mitigation
- Property Damage Inspection Data
- Hazard Type
- Type of Structure

Authorization sharing RAM information for Community Profiles is provided in Routine Use G and J(1) and (2) of SORN DHS/FEMA-008 Disaster Recovery Assistance Files

- SFHA
- FIRM effective date
- Levee Center Lines
- County
- Community

Authorization for sharing aerial and satellite imagery information from The Internal Geoportal for Community Profiles is provided in Routine Use H and J of SORN DHS/FEMA-009 Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Program. From [geoportal.fema.net](http://geoportal.fema.net) (The Internal Geoportal) Aerial imagery which includes the following data:

- State
- City name
- County name
- Township name
- 5-digit zip code
- Street block number
- longitudinal/latitudinal location
- street address

Additional consent to third party access to FEMA PII:

Subject to the restrictions and limitations set forth in this ISAA, FEMA authorizes Recipient Entity to share FEMA PII with WSB Engineering, LLC (WSB) pursuant to Contract/Purchase Order/Agreement Number 8359004410 between the Recipient Entity and WSB dated 1/12/2024. The data will be used for development of the Oklahoma Flood Plan Development. WSB may not share the information with any of its subcontractors or third-party partners. WSB may only use FEMA PII for the purposes outlined in Contract/Purchase Order/Agreement Number 8359004410.

**Appendix B – Administrative points of contacts for this agreement (Limit of five)**

- a. The FEMA point of contact is as follows:

Name: John Bowman  
Title: RFIL, FEMA Region 6  
Phone: +1 (940) 231-2765  
Email Address: johne.bowman@fema.dhs.gov

- b. The Recipient Entity point of contact is as follows:

Name: Jennifer Castillo  
Title: Chairman  
Phone: +1 (405) 530-8800  
Email Address: jennifer.castillo@owrb.ok.gov

- c. The Recipient Entity point of contact is as follows:

Name: Austin Dugger  
Title: Stormwater Engineer  
Phone: +1 (405) 607-7060  
Email Address: austin.dugger@freese.com

- d. The Recipient Entity point of contact is as follows:

Name: Brandon Claborn  
Title: Vice President  
Phone: +1 (918) 392-5620  
Email Address: brandon.claborn@wsbeng.com

- e. The Recipient Entity point of contact is as follows:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

- f. The Recipient Entity point of contact is as follows:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**AGENDA ITEM 3D(3)**

**INTERAGENCY AGREEMENT**

<b>WITH:</b>	Office of Management and Enterprise Services
<b>PURPOSE:</b>	Inter agency Tenant Agreement between OMES and OWRB for commitment to lease office space in the State owned Jim Thorpe Building
<b>AMOUNT:</b>	\$0
<b>TERM:</b>	1 year





This Interagency Agreement (“Agreement”) is made and entered into this 9th day of April, 2025, between the **Office of Management and Enterprise Services (“OMES”)**, an agency of the State of Oklahoma, and the **Oklahoma Water Resources Board (“OWRB”)**, an agency of the State of Oklahoma. Each respectively referred herein as a “Party” and collectively as the “Parties”.

## **RECITALS**

**WHEREAS**, the Office of Management and Enterprise Services was created as an executive branch agency, organized and existing pursuant to Title 62, Oklahoma Statutes, Section 34.3.1 with custody and control over all state property including property managed and used by the state pursuant to Title 74, Oklahoma Statutes, Section 63(E); and

**WHEREAS**, the Oklahoma Water Resources Board was created as an executive branch agency, organized and existing pursuant to Title 82, Oklahoma Statutes, Section 1085.1; and

**WHEREAS**, Title 74, Oklahoma Statutes, Section 1008 authorizes public agencies to enter into agreements to perform a governmental service, activity, or undertaking for which any of the public agencies are authorized by law to perform; and

**WHEREAS**, OMES owns and operates the Jim Thorpe Memorial Building located at 2101 N Lincoln Blvd., Oklahoma City, OK (the “Building”); and

**WHEREAS**, the 1st Extraordinary Session of the 59th Oklahoma State Legislature authorized distributions from the Legacy Capital Financing Fund (Enrolled House Bill 1011) to repair, refurbish, and improve the real and personal property of the Building pursuant to Title 73, Oklahoma Statutes, Section 187A-5(A)(1); and

**WHEREAS**, the Parties agree to formalize previous discussions, representations, and understandings regarding the lease of the premises within the Building into this Agreement; and

**WHEREAS**, OWRB intends to lease and occupy said premises in the Building upon completion of the renovation; and

**WHEREAS**, OWRB is participating in the design and space planning sessions with the Architect of Record (“Architect”) for the purpose of constructing the lease premises to accommodate the operational needs of OWRB; and

**WHEREAS**, the Parties acknowledge additional information is needed to complete the Real Estate and Leasing Services Agreement(s) (the “Lease Agreement”), including, but not limited to, the exact square footage of space that OWRB will be leasing within the Building. Such information is not determined as of the date of this Agreement, however, OWRB agrees to a future lease of the premises prior to OMES expending funds to construct the premises to the specifications of OWRB; and

**WHEREAS**, the Parties agree that material terms and conditions in this Agreement will be included in the Lease Agreement between the Parties, in addition to terms and conditions that may be agreed upon; and

**WHEREAS**, the Parties agree that it is in the best interest of the State for state agencies to lease state owned property in order to obtain the best quality and cost, maximize utilization, and provide uniformity in lease terms and space planning.

**NOW, THEREFORE, BE IT RESOLVED**, in consideration of the mutual agreements and conditions herein described, the Parties agree as follows:

## **TERMS OF AGREEMENT**

### **1. EFFECTIVE DATE**

This Agreement shall be effective upon the execution by all Parties.

### **2. AMENDMENT**

This Agreement may be amended at any time as mutually agreed upon by the Parties. Any amendment shall be in writing and signed by the Parties.

### **3. DURATION OF LEASE TERM**

The length of the total term of the Lease Agreement shall be no less than ten (10) years. If the term of the Lease Agreement is continued from the previous fiscal year, the Lease Agreement shall contain a termination for funding insufficiency clause allowing OWRB to terminate said Lease Agreement at the end of a fiscal year should such funds not be appropriated and subject to the required written termination notice being provided to OMES.

### **4. LEASE COMMENCEMENT DATE**

The Lease term start date shall begin no more than three (3) months after the Certificate of Occupancy is issued by the State Fire Marshall.

### **5. RENTAL RATE**

The rental rate of the leased premises shall be used to ensure sufficient funds are allocated for the operation and maintenance expenses of the building in addition to future capital investments required to sustain the renovated Jim Thorpe Memorial Building. Final rental rate will be determined after construction is complete but shall not exceed \$10.50 per total net rental square feet ("TNRSF").

### **6. TOTAL LEASED PREMISES**

The square footage of the leased premises shall be calculated by the Architect upon the finalization of the design plans by OMES and the Water Resources Board but shall not exceed 30,000 TNRSF.

### **7. STANDARD SERVICES and BUILDING ACCESS**

The Lease Agreement shall include standard OMES terms and conditions, and the rental rate will include standard services such as utilities, janitorial services and supplies, trash removal and

maintenance. OWRB shall have use and access to the leased premises during normal business hours Monday through Friday from 7:00 am to 5:30 pm. OWRB shall have key card access to the leased premises after hours as determined by the agency. Any additional access or operational requirements of OWRB beyond normal business hours shall be negotiated by the Parties and memorialized in the Lease Agreement.

#### **8. PHYSICAL BUILDING SECURITY**

Physical building security including, but not limited to, security guards and metal detectors shall be at the expense and maintenance of OWRB unless otherwise mutually agreed upon by the Parties.

#### **9. BUILDING RENOVATION**

OMES is responsible for the oversight of renovation of the premises, encompassing the common areas, elevators, restrooms, and exterior as funded by the Oklahoma State Legislature.

#### **10. EARLY TERMINATION**

10.1 If OWRB fails to enter into the Lease Agreement in accordance with Section 4 OWRB shall reimburse OMES for the total cost of all tenant improvements made to the premises.

10.2 If OWRB occupies the leased premises but elects to vacate the leased premises prior to the ten (10) year term in Section 3 of this Agreement, the cost of the improvements shall be depreciated over a period of ten (10) years, and OWRB shall pay the undepreciated balance. However, if OMES terminates the Lease Agreement due to legislative or program changes, OWRB shall not be responsible for undepreciated costs.

#### **11. PRESERVATION OF RIGHTS**

Neither party waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. § 151 et. seq., common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this Agreement.

#### **12. RESPONSIBILITIES OF THE PARTIES**

Each Party shall exercise full control of and supervision over its own performance of its obligations under this Agreement.

#### **13. INCORPORATION OF RECITALS**

The Parties acknowledge and agree that the Recitals set forth in the preamble of this Agreement are hereby incorporated into this Agreement and shall be made a part of this Agreement as if fully set forth herein.

#### **14. NOTICE**

All notices and communications required by or pertaining to this Agreement shall be sent to the Parties via email and regular mail at the following addresses:

**OWRB:** Jennifer Castillo  
Chairman  
Oklahoma Water Resources Board  
3800 North Classen Boulevard

Oklahoma City, OK 73118

[jennifer.castillo@ok.gov](mailto:jennifer.castillo@ok.gov)

Julie Cunningham

Executive Director

Oklahoma Water Resources Board

3800 North Classen Boulevard

Oklahoma City, OK 73118

[julie.cunnningsm@owrb.ok.gov](mailto:julie.cunnningsm@owrb.ok.gov)

**OMES:** Nathan Wald  
Capital Assets Management Administrator  
Capital Assets Management  
1915 N Stiles Avenue  
Oklahoma City, OK 73105  
[nathan.wald@omes.ok.gov](mailto:nathan.wald@omes.ok.gov)

#### **15. SEVERABILITY**

If any term, provision, covenant, or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable, the remainder of the terms, provisions, covenants, and restrictions set forth herein shall remain in full force and effect and shall not be affected, impaired, or invalidated in any way. The Parties hereby stipulate and declare that their intention, in the event that any term, provision, covenant, or restriction of this Agreement is deemed invalid, illegal, void, or unenforceable, is to have executed the remaining terms, provisions, covenants, and restrictions without including any such offending portion hereof.

#### **16. GOVERNING LAW**

This Agreement shall be governed and construed according to the laws of the State of Oklahoma.

#### **17. VENUE AND JURISDICTION**

Each Party hereby agrees that venue is proper in Oklahoma County and consents to the jurisdiction of the Oklahoma County District Court and the United States District Court for the Western District of Oklahoma, as well as the appropriate appellate courts. The Parties hereby irrevocably waive, to the fullest extent permitted by law, any objection they might now or hereafter have to the venues identified in this Section 17 on the basis that any suit, action, or proceeding has been brought in an inconvenient forum. For the purposes of serving process in any suit, action, or proceeding brought under this Section 17, the Parties acknowledge and agree that such process shall be served in accordance with the provisions of the Oklahoma Pleading Code or the Federal Rules of Civil Procedure, depending on where such suit, action, or proceeding has been brought. Nothing herein shall be construed as a waiver of sovereign immunity of the State of Oklahoma or its rights under the 10<sup>th</sup> and 11<sup>th</sup> Amendments to the Constitution of the United States of America.

#### **18. COUNTERPARTS**

This Agreement may be executed electronically or in any number of hard copies, each of which shall be deemed to be a counterpart original.

**IN WITNESS WHEREOF**, the Parties hereby confirm that this Agreement constitutes the entire terms of their agreement and further acknowledge that they have read and understand that this Agreement constitutes a complete agreement on the matters set forth herein. This Agreement shall supersede all prior or contemporaneous agreements, understandings, representations, and warranties, whether written or oral, relating to the subject matter of the Agreement. Each person signing this Agreement hereby represents and warrants that he or she has the authority to bind the agency on behalf of which he or she has signed.

**OKLAHOMA WATER RESOURCES BOARD:**

By: \_\_\_\_\_  
Jennifer Castillo, Chairman

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

ATTEST:

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

**OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES:**

By: \_\_\_\_\_  
Nathan Wald  
Capital Assets Management Administrator

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

**AGENDA ITEM 3D(4)**

**INTERAGENCY AGREEMENT**

<b>WITH:</b>	United States Department of the Interior
<b>PURPOSE:</b>	Modification to amend standard joint funding agreement for the Ogallala Aquifer Investigation project with the OK/TX Water Science Center
<b>AMOUNT:</b>	<b>Increase \$58,838.00 for a total of \$64,072.00 in 2025</b>
<b>TERM:</b>	<b>August 1, 2022-December 31, 2025</b>

UNITED STATES DEPARTMENT OF THE INTERIOR  
U.S. GEOLOGICAL SURVEY  
AMENDMENT OF JOINT FUNDING AGREEMENT  
FOR  
WATER RESOURCES INVESTIGATIONS

22SJJFAOK002020  
6000000284  
TIN: 73-6017987  
Amendment No. 1

Fixed Cost Agreement

Yes

☒

No

This amendment is for the agreement dated August 1, 2022.

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 increase USGS funding.

\_\_\_\_\_ herein called the program.

2. Paragraph 2a of the agreement is hereby X increased/ \_\_\_\_\_ decreased by \$ 58,838 to read as follows:

(a) \$ 229,613 by the party of the first part during the period  
August 1, 2022 to December 31, 2025.

Paragraph 2b of the agreement is hereby \_\_\_\_\_ increased/ \_\_\_\_\_ decreased by \$ no change

(b) \$ 488,025 by the party of the second part during the period  
August 1, 2022 to December 31, 2025.

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

Oklahoma Water Resources Board  
3800 N. Classen Blvd.  
Oklahoma City, OK 73118

by \_\_\_\_\_  
(Signature)  
Meghan C. Roussel  
(Name)  
Acting Director  
(Title)

by \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

Date \_\_\_\_\_

Date \_\_\_\_\_

# **Hydrogeologic Investigation and Framework of the Ogallala Aquifer, Panhandle and Northwestern Oklahoma**

Proposal prepared at the request of the Oklahoma Water Resources Board

Prepared by:

Shana Mashburn, Colin Baciocco, Kayla Lockmiller, Natalie Gillard

U.S. Geological Survey OK-TX Water Science Center

July 8, 2022

Modification pg.24 March 26, 2025

## **BACKGROUND**

The Ogallala aquifer is located in the Panhandle and northwestern Oklahoma and is the most highly used aquifer in Oklahoma (fig.1; OWRB, 2012a). The Ogallala aquifer consists of poorly-consolidated layers of sand, silt, clay, and gravel with intermittent well-cemented zones. These sediments were deposited some 3.8 million years ago by streams flowing (including windblown eolian deposits) out of the Rocky Mountains (Luckey and Becker, 1999). Regionally, the Ogallala aquifer is part of the High Plains aquifer that underlies 174,000 square miles (mi<sup>2</sup>) in eight states in the central United States (fig. 1; Belden and Osborn, 2002). The study area for this investigation, defined by the outcrop of the Ogallala Formation in Beaver, Beckham, Cimarron, Dewey, Ellis, Harper, Roger Mills, Texas, Woods, and Woodward counties, covers 7,350 mi<sup>2</sup> (fig. 2). The study unit is comprised of the saturated material of the Tertiary-age Ogallala Formation.

The Ogallala aquifer is mostly used for irrigation of crops, with some livestock, municipal, and domestic supply (OWRB, 2012a). Large capacity wells pumping from this aquifer commonly yield 500–1,000 gallons per minute (gpm), with some wells pumping up to 2,000 gpm (OWRB, 2021a and OWRB, 2021b). Irrigation from the Ogallala aquifer increased substantially after the development of center-pivot irrigation around 1946. Groundwater levels and streamflows in the region have decreased since this development transpired in 1946 and have been documented in many publications (McGuire, 2017). In Oklahoma, the Ogallala aquifer is divided amongst two planning regions by the OWRB, the Panhandle Region and the Northwest Region (OWRB, 2012a). The Panhandle Region, which obtains 98 percent of its water supply from the Ogallala aquifer and is projected to have the largest water demand of any Oklahoma



region in 2060, contains the four Oklahoma Comprehensive Water Plan planning basins forecasted to have the largest bedrock groundwater depletions in Oklahoma (OWRB, 2012a).

The 1973 Oklahoma Water Law (82 OK Stat § 82-1020.5) requires the Oklahoma Water Resources Board (OWRB) to conduct hydrologic investigations of the State's aquifers (called groundwater basins) to support a determination of the maximum annual yield (MAY) for each groundwater basin. The MAY is defined as the amount of fresh groundwater that can be withdrawn annually while ensuring a minimum 20-year life of the groundwater basin (aquifer) (OWRB, 2022). For bedrock aquifers such as the Ogallala aquifer, the groundwater basin-life requirement is satisfied if, after 20 years of MAY withdrawals, 50 percent of the groundwater basin retains a saturated thickness of at least 15 feet (ft). When a MAY has been established, the amount of land owned or leased by a well permit applicant determines the annual volume of water allocated to that well permit. The annual volume of water allocated per acre of land is known as the equal-proportionate-share (EPS) pumping rate.

## **PROBLEM**

For the Ogallala aquifer in the Panhandle Region, the OWRB issued a final order on March 12, 2002 that established a MAY (6,559,566 acre-feet per year [acre-ft/yr] over 3,279,783 acres) and the EPS pumping rate (2.0 acre-ft per acre per year). For the Ogallala aquifer in the Northwest Region, the OWRB issued a final order on March 12, 2002 that established a MAY (362,037 acre-ft/yr over 905,093 acres) and the EPS pumping rate (0.4 acre-ft per acre per year). The MAY and the EPS were based on hydrologic investigations by Hart and others (1976) and Belden and Osborn (2002) and a numerical groundwater-flow model (Luckey and Becker, 1999). Every 20 years, the OWRB is statutorily required to update the hydrologic investigation on which the MAY and EPS were based. Because 20 years will elapse in 2022 since the March 12, 2002, final order was issued, the U.S. Geological Survey (USGS), in cooperation with OWRB are proposing to collect data and conduct an updated hydrologic investigation. A subsequent proposal (after completion of the proposed work described in this document) is tentatively planned to be developed in 2023 to evaluate the effects of water use and changes in precipitation-derived recharge on water-level changes and changes in storage related to groundwater availability using a numerical groundwater-flow model.

A unique concern regarding this study of the Ogallala aquifer is the extent of irrigation use across the aquifer. Typically, these studies include an analysis of water-use data from OWRB that is provided from a quality-reviewed data set of self-reported water use. We plan to investigate alternative methods for estimating irrigation water use. Water use data from the OWRB is self-reported by the water users and can be underestimated, especially when comparing self-reported water use to the amount of permitted water use.

## **OBJECTIVE**

The objectives of the proposed study are to expand the knowledge base related to the hydrology and the hydrogeology of the Ogallala aquifer in the study area based on studies and data collection efforts during the period from 1998 through 2022. The proposed study will investigate surface-water and groundwater flows and provide a conceptual-flow model describing surface and groundwater interactions. Additionally, this study will provide an updated delineation of the extent of the freshwater in the Ogallala aquifer. The results of this study will be used to develop a future groundwater flow model (not within the scope of this proposed study) for simulating various climate and water-use scenarios that will inform the OWRB in managing water resources in the Ogallala aquifer.

## **SCOPE**

The scope of the proposed study is the Ogallala aquifer in the Panhandle (Cimarron, Texas, and Beaver counties) and Northwestern Regions (parts of Harper, Ellis, Woodward, and Roger Mills counties) of Oklahoma (fig.1) and will extend down to the base of the aquifer, where the base is defined as either the lower confining unit or a saline groundwater zone caused by dissolution of salt from Permian beds underlying the Ogallala. The base of the aquifer will be determined based on the previous investigations and data analyzed during the course of the proposed investigation. The spatial extent of the Ogallala aquifer for the purposes of this study will be determined during the hydrogeologic study: 1) the USGS will determine a hydrologic boundary that extends to areas outside of Oklahoma that contain a no-flow boundary or boundary at which water flows away from Oklahoma, and 2) the OWRB will determine the boundary of the Ogallala aquifer from which water rights decisions will be applicable for Oklahoma.

## **APPROACH**

The proposed investigation will be a cooperative project between the OWRB and USGS. OWRB scientists will provide general hydrologic and hydrogeologic background information, including tabular and geographical data. OWRB will provide analysis of climate, land-use and water-use data. USGS will provide groundwater level monitoring, investigate irrigation water use, and conduct aquifer tests. OWRB will seek to contract with Oklahoma State University to estimate recharge using the chloride-mass balance approach. The USGS (with help from OWRB) will perform fieldwork, data collection and interpretation, and construction of a conceptual model. USGS and OWRB will collaborate (and be co-authors) on a report summarizing this hydrologic investigation.

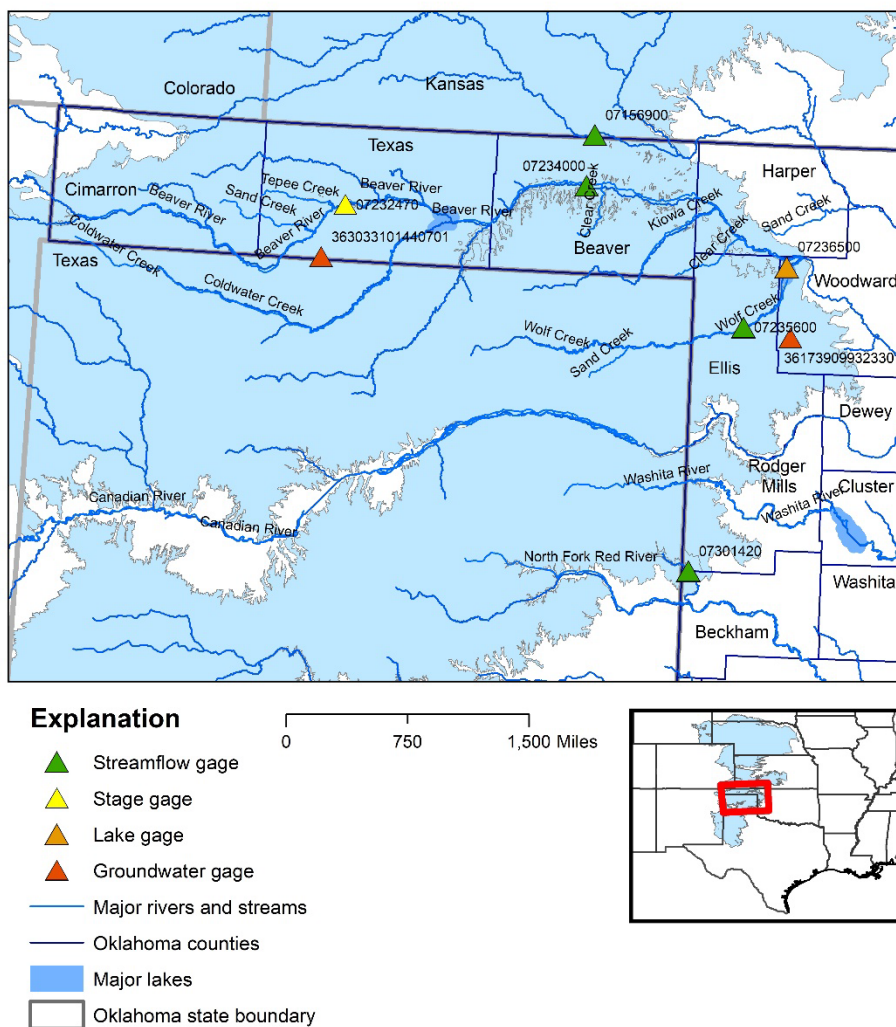
The tasks for completing this study are to (1) compile existing data: climate, land-use, water-use, lithologic and geophysical bore logs data, streamflow and water-quality data, including data from previous studies, (2) collect new field data and compare findings to previous studies, (3) update the hydrogeologic framework and conceptual-flow model of the Ogallala aquifer.

### **Compile Existing Data**

#### **Study Area Location and Description**

The Ogallala aquifer is a bedrock aquifer partially located in the panhandle and northwestern portion of Oklahoma and covers approximately 7,350 mi<sup>2</sup> in the state. The portion of the Ogallala aquifer that lies within the boundaries of Oklahoma, about 4 percent of the total aquifer area, will be the study area and includes portions of Cimarron, Texas, Beaver, Harper, Woodward, Ellis, Dewey, Roger Mills, and Beckham Counties (fig. 1). The Ogallala aquifer in the study area is generally unconfined and is underlain primarily by Permian red beds in the eastern portion of the aquifer and by Triassic, Jurassic, and Cretaceous sedimentary rocks in the western portion of the aquifer (Texas and Cimarron counties) (Luckey and Becker, 1999). The Ogallala aquifer is part of the High Plains Aquifer System and is located within the Great Plains physiographic province, which stretches from Montana to Texas. The study area is defined by a dry-continental climate with abundant sunshine, low humidity, a high rate of evaporation, and moderate precipitation of approximately 20 inches per year (Gutentag and others, 1984; Belden

and Osborn, 2002). The land overlying the Ogallala aquifer in Oklahoma is relatively flat with gently sloping hills, which have formed through erosion of Tertiary sands (Belden and Osborn, 2002). The Ogallala aquifer in Oklahoma interacts through seepage to the Beaver River, Canadian River, Washita River, and North Fork of the Red River and major tributaries including Clear Creek, Coldwater Creek, Kiowa Creek, Sand Creek, Tepee Creek, and Wolf Creek.

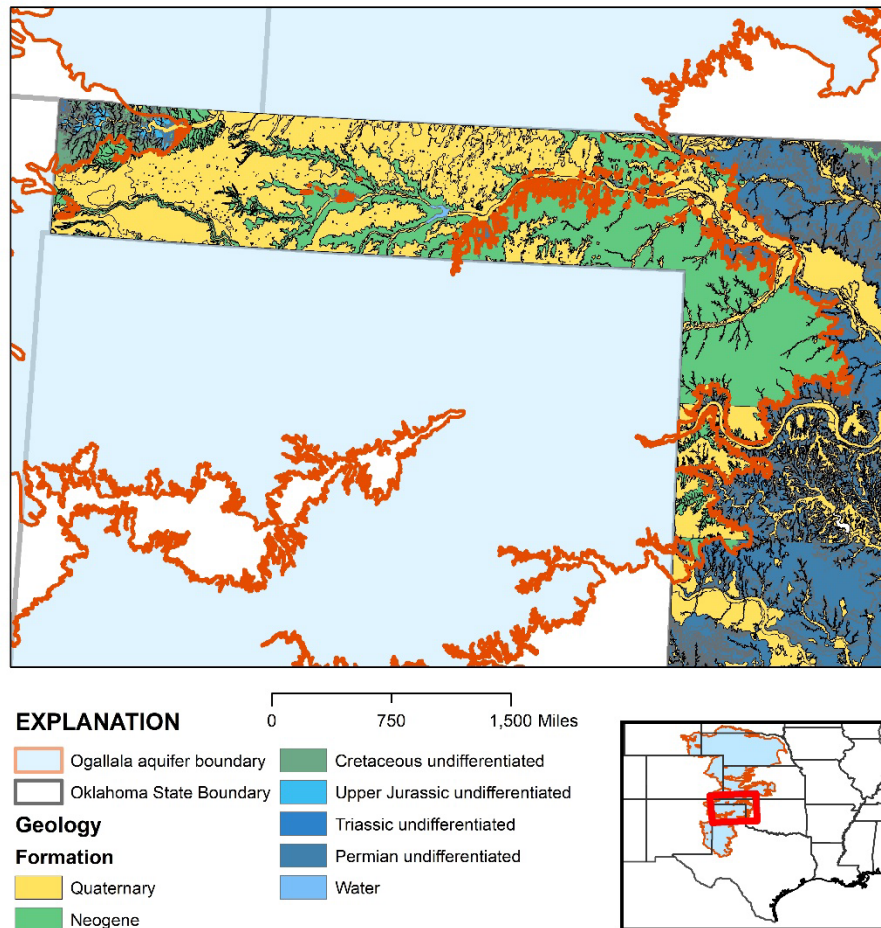


**Figure 1.** The Ogallala aquifer in Oklahoma and active USGS streamgages.

The portion of the Ogallala aquifer within the boundaries of Oklahoma consists of the Ogallala Formation, a bedrock aquifer, which underlies the majority of Cimarron, Texas and Beaver Counties and under portions of Harper, Woodward, Ellis and Dewey Counties (OWRB,

2012a; OWRB, 2012b). The Ogallala Formation is composed of semi-consolidated layers of sand, silt, clay and gravel, poorly to moderately cemented together by calcium carbonate (Belden and Osborn, 2002). The thickness of the Ogallala Formation is controlled by the topography and salt dissolution in the underlying Permian-age rocks; where the Permian surface is topographically high, the Ogallala Formation tends to be thinner and where the Permian surface is topographically low, the Ogallala Formation tends to be thicker (Belden and Osborn, 2002). Additionally, the thickness of the aquifer is controlled by collapsed features formed by salt dissolution. In the Oklahoma Panhandle, the Ogallala Formation can be up to 650 ft thick (Hart and others, 1976; Belden and Osborn 2002). The southern part of the Ogallala Formation, outside of the pandhandle in Oklahoma, thins eastward with a maximum thickness of 320 ft on the western border of Oklahoma (Belden and Osborn, 2002).

Two alluvium and terrace aquifers overlie the Ogallala Formation. In Cimarron, Texas, and Beaver Counties, alluvium and terrace deposits of the Beaver River and its tributaries overlie the Ogallala Formation (OWRB, 2012a). Additionally, in Ellis and Woodward Counties alluvium and terrace deposits associated with the modern and ancient courses of Clear Creek and Wolf Creek generally overlie the Ogallala Formation (OWRB, 2012b; Belden and Osborn, 2002).



**Figure 2.** Geologic map of the Ogallala aquifer area in Oklahoma.

System	Series	Geologic unit		Approximate thickness (feet)	Physical character
Quaternary	Pleistocene and Holocene	Dune sand		0 to 50	Light-brown, rounded to subrounded, fine to medium sand with small amounts of clay, silt, and coarse sand. Formed into hills, ridges, and mounds.
		Valley-fill deposits		0 to 60	Light-brown to gray, clay, silt, sand, and gravel. Associated with present streams.
Tertiary	Miocene	Ogallala Formation		0 to 600	Brown to light tan, salmon, pink, and various pastel shades, clay, silt, sand, and gravel. Caliche common near surface; remainder mostly unconsolidated, but may contain caliche.
Cretaceous	Upper Cretaceous	Colorado Group	Greenhorn Limestone		Gray limestone and calcareous shale.
			Graneros Shale		Gray to black shale.
	Lower Cretaceous	Dakota Sandstone		0 to 200	Buff to light-brown, fine to medium grained sandstone with interbedded shale.
		Glencairn Formation (Kiowa Shale)		0 to 65	Gray to black shale with some fine-grained sandstone in upper part.
		Lytle Sandstone (Cheyenne Sandstone)		0 to 125	White to buff, fine to medium-grained sandstone with some interbedded shales. Unit contains some conglomerate in lower part.
Jurassic	Upper Jurassic	Morrison Formation		0 to 470	Varicolored shale, sandstone, limestone, dolostone, and conglomerate.
		Exeter Member of Entrada Sandstone		0 to 50	White to buff, fine to medium-grained sandstone.
Triassic	Upper Triassic	Dockum Group	Upper sandstone	0 to 450	Varicolored claystone, siltstone, sandstone, limestone, and conglomerate.
			Lower sandstone	0 to 200	Varicolored, fine to medium-grained sandstone with some clay and shale.
Permian		Undifferentiated red beds		>3,000	Predominately red or orange, shale, mudstone, siltstone, sandstone, dolostone, and anhydrite with some gypsum, limestone and halite.

**Figure 3.** Stratigraphic column of the Ogallala aquifer (Ogallala Formation) and surrounding geologic units (portion of the High Plains aquifer) in Oklahoma; copied from Luckey and Becker, 1999.

Natural recharge to the aquifer from precipitation probably occurs throughout the Ogallala but is extremely variable in both time and space. Recharge also occurs in stream channels due to runoff and then infiltration, either from within the Ogallala or external to it. Additionally, seepage from streams, canals, and reservoirs can contribute to aquifer recharge, as does a small amount of subsurface inflow from underlying aquifers (McGuire, 2017; Belden and Osborn, 2002; Luckey and Becker, 1999). Irrigation return flows and runoff in stream channels may also influence recharge in the Ogallala, however, runoff that originates in the Great Plains physiographic province tends to infiltrate quickly before reaching streams (Luckey and Becker, 1999). Distribution of recharge throughout the High Plains aquifer system is highly variable in space and time and can be affected by depth of the water table, playa lakes, and caliche or clay layers (Luckey and Becker, 1999). Previous studies have found recharge rates for the Ogallala

aquifer in Oklahoma to range from 0.06 inches per year to 2.2 inches per year, with an average range of approximately 0.18 to 1.01 inches per year (Luckey and Becker, 1999; Havens and Christenson, 1984; Morton, 1980; Hart and others, 1976).

Water is discharged from the Ogallala aquifer through several natural processes including evaporation or transpiration by plants where depth to groundwater is shallow, outflow of groundwater to streams and springs, lateral flow to nearby geologic units, and diffuse groundwater flow across the Ogallala's eastern boundary (Luckey and Becker, 1999). Most evapotranspiration in the study area occurs during the summer months along stream channels. Evapotranspiration decreases during winter months and streamflow tends to increase during this time correspondingly (Luckey and Becker, 1999). In Oklahoma, groundwater from the Ogallala aquifer is discharged to the Beaver, Canadian, Cimarron, and North Fork of the Red Rivers and their respective tributaries, as well as to their surrounding alluvium and terrace deposits (Belden and Osborn, 2002; Gutentag and others, 1984). Little is known about the distribution and amount of groundwater that is lost to underlying aquifers and geologic units surrounding the Ogallala, however, the amount is thought to be a small in comparison to other outflows (Luckey and Becker, 1999). Diffuse groundwater flow across the eastern boundary of the Ogallala aquifer is also thought to be a relatively small component of outflows, especially compared to the volume lost to streams (Luckey and Becker, 1999).

Since the development of the Great Plains region (approximately 1946), water use has greatly impacted groundwater flow and availability in the Ogallala aquifer. Water use by wells for irrigation and public and domestic supply is now the primary outflow from the Ogallala aquifer (McGuire, 2017). This large amount of water use has changed the equilibrium of recharge and discharge in the Ogallala, leading to a gradual loss of water availability over time (Luckey and Becker, 1999).

#### Previous Studies

There are many previous publications on the hydrology and hydrogeology of the High Plains aquifer and Ogallala aquifer (Oklahoma portion). Hart and others (1976) was one of the first publications on the geohydrology of the panhandle portion of the Ogallala aquifer and includes geologic cross-section, maps of potentiometric surface, base of Ogallala aquifer, Ogallala aquifer thickness, saturated thickness, and wells with specified discharge.



Gutentag and others (1984) conducted a regional study to evaluate the effects of groundwater development and the geohydrology of the High Plains aquifer across the 8-state region. Saturated thickness, hydraulic conductivity, and specific yield were determined across the aquifer and values varied widely. Aquifer storage was analyzed and water-level declines were analyzed from predevelopment to 1984.

Havens and Christenson (1984) constructed a numerical model to simulate flow in the High Plains aquifer. They created estimates for water storage and saturated thickness for future years, assuming water use and pumping rates would remain consistent from 1980. They concluded that water levels would continue to decline in the aquifer, and estimated that 71 percent of the water which was in storage before development of the area began would be available in 2020.

The USGS Nebraska Water Science Center maintains the annual update to water-level changes as directed by Congress. The directive from Congress was contained in the Water Resources Development Act of 1986 (Public Law 99-662). This law recognized the economic importance of the High Plains aquifer to the States in the High Plains region and added Title III to the Water Resources Research Act of 1984 (Public Law 98-242). Title III states that the USGS in cooperation with "...the States of the High Plains region is authorized and directed to monitor the levels of the Ogallala [High Plains] Aquifer, and report annually to Congress." McGuire (2017) is a recent example of these annual publications. Reports were generated annually from 1988 to 1995 and generally every two years from 1997 to 2013 to report water-level changes in the High Plains aquifer from predevelopment to the reporting year. For 2000, a special type of USGS report, a Circular, was generated to present information for the general public on changes in water in storage from predevelopment (about 1950) to 2000 and on groundwater management approaches used by the States in the High Plains region.

Belden and Osborn (2002) published a report containing a summary of information needed for the OWRB to allocate the amount of fresh water withdrawn from the Ogallala aquifer in Roger Mills and Beckham Counties in western Oklahoma, providing geology, hydrology, water quality, and a water budget.

#### Climate, Land Use, and Water Use

The proposed study area has a dry-continental climate and has an average of 20 inches of precipitation per year (Gutentag and others, 1984; Belden and Osborn, 2002). Precipitation and temperature data for the study area will be compiled by OWRB scientists from the Oklahoma Climatological Survey online database. This information will be used to calculate groundwater recharge and describe effects of climatic fluctuations from 1998 (last MAY study; Luckey and Becker, 1999) to 2021. OWRB scientists will acquire and analyze land use data from the CropScape database of the National Agriculture Statistics Service and water-use data (groundwater withdrawals and surface-water diversions) from the Oklahoma Water Resources Board water-use database. An analysis of historical water use data from 1998 (Luckey and Becker, 1999) to 2021 will also be updated for this investigation. OWRB will work with irrigators/farmers in the study area, the OSU Extension, and the Master Irrigation Program to quantify water used for irrigation at two to three sites and will provide an analysis of the crops and crop rotations used in northwestern Oklahoma, discussing their impacts on water use. USGS will utilize the Soil-Water Balance code, which will spatially estimate groundwater recharge and water demands using land-use, precipitation, and temperature data. Inputs for the Soil-Water Balance Code (Westenbroek and others, 2010 and Thornthwaite and Mather, 1957) include climatological and landscape characteristics: precipitation amount, temperature, soil-water storage capacity, hydrologic soil group, land-surface gradient, and land-cover type. The inputs are assigned to a user-specified grid and the code computes gridded recharge as the difference between sources and sinks, accounting for the cumulative effects of the change in soil moisture.

#### Lithologic and Geophysical Bore Logs

The USGS and OWRB will use available lithologic and geophysical borehole logs to describe the hydrogeologic framework of the Ogallala aquifer. The main objectives will be to update and delineate freshwater-producing zones in the Ogallala aquifer. OWRB will update well-completion information, lithologic logs, well capacity-test data, aquifer-test data, and geophysical logs from records of the USGS, OWRB, the Oklahoma City Geological Society Log Library, and other sources such as municipalities and rural water districts. In addition, lithologic logs, geophysical logs, and aquifer test data from surrounding states Colorado, Kansas, New Mexico, and Texas will be compiled by the USGS. These data and logs

will be reviewed to identify data that will be useful to the study, including wells with lithologic data such as formation contacts and, geophysical logs to determine formation contacts and location of fresh water/saline water contact. A cursory review of OWRB's Well Completion Database indicates there are approximately 13,000 wells reported in the Ogallala aquifer study area that may have lithology descriptions, however there will not be lithologies available for all 13,000 wells. The lithologic logs will be used to determine a method similar to the percent sand method used in Mashburn and others (2014) to provide flow properties throughout the aquifer based on lithologies. This percent sand method is a somewhat automated method using Excel functions, but some additional quality checking will need to be done for each log.

#### Streamflow Data

Streamflow data will be analyzed to update and determine interactions between surface-water and groundwater across the Ogallala aquifer. Streamflow data will be gathered from the USGS NWIS (USGS, 2021) database and summarized for selected streamflow-gaging stations historically and currently (2021; fig. 1) operating in the study area (Table 1). Typically, base-flow separation methods such as Base-Flow Index (BFI) are employed to determine the base-flow portion of streamflow, however these methods may not be ideal to use for this aquifer because: (1) the methods are intended for application to basins dominated by diffuse areal groundwater recharge that is uniformly distributed over a basin, rather than basins in which focused groundwater recharge, such as occurs from losing stream reaches is the dominant recharge pathway (Wahl and Wahl, 1995; Barlow and others, 2015); (2) all groundwater recharge within the basin is assumed to discharge to the receiving stream network except that amount that is evapotranspired directly from the groundwater system; (3) it is assumed that there is no loss of groundwater to underlying regional groundwater-flow systems or to groundwater withdrawals. Recharge to the Ogallala aquifer occurs primarily as infiltration of precipitation, however, rates of recharge were previously estimated to be approximately 0.90 inches per year (Belden and Osborn, 2002). Streamflow trends in the study area (Fig.1) were described by Esralew and others, 2010, where 4 streamgages were located in the study area as having significant downward trends (95 percent confidence interval) in peak flows. Those same 4 streamgages also had 0.0, 23.9, 54.1, 55.4 percent of the water year with days having streamflow

less than 1 cubic foot per second (low flow) and 0.0, 18.4, 19.7, and 25.1 percent of the water year with days having zero flow (Esralew and others, 2010).

Table 1. List of current and historical USGS streamflow gages in the Ogallala aquifer study area.

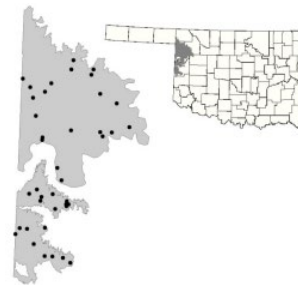
Agency	Site Number	Site Name	Dec. Lat.	Dec. Lon	County	HUC	Drainage area, in square miles	Contributing Drainage Area, in square miles	Begin Date	End Date
USGS	07148350	Salt Fork Arkansas River nr Winchester, OK	36.9617	-98.7823	Woods	11060002	856	856	8/31/1982	10/1/1993
USGS	07148400	Salt Fork Arkansas River nr Alva, OK	36.81503	-98.6481	Woods	11060002	982	982	9/11/1980	11/30/2020
USGS	07157960	Buffalo Creek near Lovedale, OK	36.77059	-99.3671	Harper	11050001	408	408	10/11/1979	10/1/1993
USGS	07158000	Cimarron River near Waynoka, OK	36.51726	-98.8795	Woods	11050001	13,399	9,371	5/16/1957	12/1/2020
USGS	07232250	Beaver River near Felt, OK	36.62975	-102.682	Cimarron	11100101	879	879	8/21/1986	5/3/1999
USGS	07234000	Beaver River at Beaver, OK	36.82225	-100.519	Beaver	11100102	7,986	4,986	12/19/1979	2/3/2021
USGS	07234100	Clear Creek near Elmwood, OK	36.64503	-100.502	Beaver	11100201	170	170	10/16/1969	10/4/1993
USGS	07235600	Wolf Creek nr Gage, OK	36.32667	-99.7611	Ellis	11100203	1,457	1,169	10/2/2009	2/2/2021
USGS	07237000	Wolf Creek near Fort Supply, OK	36.5667	-99.5518	Woodward	11100203	1,739	1,498	10/1/1979	2/21/2012
USGS	07301420	Sweetwater Creek near Sweetwater, OK	35.42227	-99.9693	Beckham	11120302	437	410	10/10/1985	12/10/2020

## Water-Quality Data

Water-quality data will be sourced from the USGS National Water Information System database (USGS, 2021) and OWRB database and publications in Oklahoma and surrounding states of Colorado, Kansas, New Mexico, and Texas. The OWRB releases online water-quality data for aquifers associated with their Groundwater Monitoring & Assessment Program (OWRB, 2018) and the Water Quality Division sampling. The most recent report for the Ogallala-panhandle consists of results for wells that were sampled in July-October 2016, with 88 sampling sites. The report for the Ogallala-northwest consists of results for wells that were sampled in August-September 2013, with 40 sampling sites. General descriptive statistics of water-quality data will be used to update the water quality of the groundwater in the Ogallala aquifer and the basic geochemistry data (including values from analyses of physical parameters and major ions). Existing water-quality data will be analyzed using Piper and Stiff diagrams to help determine the source of the rock type from rock-groundwater geochemistry and to identify the location of the fresh water/saline transition in the Ogallala aquifer.



OWRB GMAP sites for Ogallala-panhandle



OWRB GMAP sites for Ogallala-northwest

**Figure 4.** Maps showing OWRB GMAP sampling site for the Ogallala-panhandle (left) and the Ogallala-northwest (right).

### Collect New Field Data

Additional field data will need to be collected for the study. New data will include field observations of outcrops and tributaries to update the hydrogeologic framework of the aquifer, manual synoptic and continuous water-level measurements from existing wells, groundwater samples for dissolved solids and streamflow measurements for seepage runs.

The field effort will include:

- a. Synoptic water-level measurements will be provided from the OWRB Groundwater Monitoring and Assessment Program (GMAP), measured in 2022-2023 from at least 350 wells completed in the Ogallala aquifer. The wells will be measured during winter months when irrigation withdrawals are considered minimal. The water-level data will be used to construct potentiometric surface maps.
- b. Installation of at least 4 continuous-recorder water-level pressure transducers in existing wells installed in the Ogallala aquifer and distanced from pumping wells. The USGS will obtain landowner permission to install equipment in wells. The data collected will be used for analysis to determine the connection between groundwater and surface water, recharge (using the water-table fluctuation method, if applicable), and seasonal changes in the water levels across the study area over a 2-year period. The water-level data collected at these wells will be used to investigate both 'recharge delays' caused by infiltration through a relatively thick unsaturated zone as well as the effects of irrigation withdrawals on water levels across the aquifer.

- c. USGS and OWRB will coordinate the completion of at least 2 multiple-well aquifer tests (with at least one pumping well and one observation well for each test) to determine transmissivity and storage coefficient (specific yield) and attempt to complete 10 single-well slug tests in wells in the Ogallala aquifer to determine hydraulic conductivity and areas where the Ogallala aquifer is possibly confined or unconfined. USGS will provide documentation of tests and the tests will go through review and approval per USGS aquifer test protocol (described in the Quality Assurance section).
- d. A seepage-run consisting of streamflow measurements and observations of zero flow for approximately 20 sites distributed along major streams and tributaries in the study area during the winter season (possibly Jan-Feb, 2023) and during a period of low precipitation, low evaporation and transpiration, and minimal irrigated water use to identify reaches with any base flow and determine the gains and losses between measured sites along streams. Other major streams and tributaries exhibiting zero streamflow will also be documented.
- e. Determine the vertical percent coarse distribution (or similar method) throughout the Ogallala aquifer using lithologic logs via OWRB Drillers' logs, approximately 13,000 logs.
- f. USGS will define the base of aquifer within the aquifer. Analysis of deeper borehole geophysical logs and other surficial or borehole geophysical methods would be analyzed by USGS to determine extent of saline groundwater. In addition, wells that are penetrating the saline transition zone could be measured for conductivity using a meter to detect the dissolved solids to determine a spatial pattern in the water type indicative of saline water. Wells would be in-situ measured or grab-sampled to measure in the field with a YSI multi-parameter SONDE for temperature, pH, and specific conductance (or similar).

### **Update the Hydrogeologic Framework and Conceptual-Flow Model**

The hydrogeologic framework is a description of the hydrogeologic units, the hydraulic properties, and the potentiometric surface and groundwater flow in each unit. The conceptual-flow model is effectively a schematic description of the aquifer hydrologic boundaries and the

flow paths of the water. Most of the efforts devoted towards updating the hydrogeologic framework that underpins the conceptual model are anticipated to consist of updating the areal and vertical extents of the aquifer and estimating aquifer hydraulic properties.

The conceptual-flow model will include an analysis of historical relations between annual precipitation and estimated annual water use (pumping). This analysis will include a description of the relations between precipitation, streamflow, and groundwater withdrawals for various categories of water use. As part of the conceptual-flow model, the aquifer water budget will be estimated.

Planned tasks for hydrogeologic framework characterization include:

- a. Use of the Soil-Water Balance (SWB) code (Westenbroek and others, 2010 and Thorntwaite and Mather, 1957) to help determine the spatial variability and rate of recharge. The RORA method to determine basin-scale recharge will be used on streamflow records, where applicable, and help determine historical rates of recharge for comparison to SWB. Chloride mass-balance methods would be employed by OSU (via contract with OWRB) to provide additional analyses of recharge rates for comparison to RORA and SWB methods. If there are no applicable areas for using the RORA method, then additional methods for estimating recharge will be investigated.
- b. Analyzing streamflow data from existing and historical streamgages in the study area; identifying streamflow changes over the periods of record.
- c. Compiling existing data on hydraulic characteristics of the major hydrogeologic units. Data to be compiled will include any previously performed single-well pumping tests, multiple-well aquifer tests, if any, and measurements of specific capacity. Particular attention will be paid towards obtaining continuously-recorded water levels in wells and aquifer/pumping test results that include associated observed water-level data.
- d. Mapping of potentiometric surface from synoptic water levels measured in 2023 by OWRB GMAP. Compare 2023 potentiometric surface to previously published potentiometric surface (year chosen will be determined by data available and to meet project objectives as identified by the study team) and describe differences and resulting effects to the aquifer water levels, storage, and streamflow.
- e. Mapping of saturated thickness using the 2023 potentiometric surface and the base of aquifer map from Hart and others (1976) or Gutentag and others (1984).

## **QUALITY-ASSURANCE PLAN**

This study will be reviewed according to USGS Fundamental Science Practices (Fundamental Science Practices Advisory Committee, 2011). Groundwater measurements will be collected using technical procedures described in Cunningham and Schalk (2011). Any new surface-water or groundwater sites and associated water-level data, water-quality data, streamflow measurements, and aquifer-test data collected for this proposed study will be entered into the USGS National Water Information System database (USGS, 2021) and reviewed in accordance with the USGS Oklahoma-Texas Water Science Center's Quality Assurance Plans for Groundwater, Surface Water, and Water Quality activities. Aquifer-test results will be quality reviewed for release and archived in the USGS Oklahoma-Texas Water Science Center aquifer test archives.

### **Data Management Plan**

The proposed project will use existing data (lithologic and geophysical borehole logs, streamflow, well water levels, climate, water quality) and data collected (field observations of outcrops and tributaries, continuous and synoptic well water level observations, streamflow measurements for a seepage run, single-well and multi-well aquifer tests). If not collected through field work, this data will be sourced from the USGS NWIS database and OWRB publications and potentially the Oklahoma City Geological Society Log Library, municipalities, and rural water districts. The OWRB releases online water-quality data for aquifers associated with their Groundwater Monitoring & Assessment Program. Field sheets from field work will be stored in Colin Baciocco's office for the duration of the project. They will also be scanned and uploaded to the project's data repository. All electronic data will be backed up daily to a network folder which is backed up to industrial cloud storage solutions. The final data files will be archived to the Oklahoma-Texas WSC archive location. The archival and publication of data is described in more detail in a later section.

## **RELEVANCE AND BENEFITS**

The proposed study will provide insight into the hydrogeologic framework of the Ogallala bedrock aquifer that will assist OWRB in managing water resources. State and county municipal water managers and citizens will benefit from an improved understanding of the relationship between groundwater and surface-water in the Ogallala bedrock aquifer. The



proposed study will also benefit the Nation and address the U.S. Geological Survey's (USGS) Water Mission Area's Goals of 1) providing society the information it needs regarding the amount and quality of water in all components of the water cycle, and 2) advance the understanding of processes that determine water availability (Evenson and others, 2013).

## **DELIVERABLES**

The final product for this study will be a USGS Scientific Investigations Report, possibly titled, "Updated Hydrogeologic Framework and Conceptual Model for the Ogallala aquifer in the panhandle and northwestern Oklahoma". The USGS will submit quarterly progress reports to the OWRB on the Federal Fiscal Year schedule (Qtr 1, Oct-Dec; Qtr 2, Jan-Mar; Qtr 3, Apr-Jun; Qtr 4, Jul-Sept). In addition, any final outputs (such as data, statistics, maps, etc.) will be shared with the study team throughout the study during bi-annual progress meetings.

The report will summarize hydrologic data and the conceptual model for 1) the Panhandle Region of the Ogallala aquifer, 2) the Northwest Region of the Ogallala aquifer, and 3) the combined two regions for the entire area of the Ogallala aquifer in Oklahoma.

## **TIMELINE AND BUDGET**

The proposed project will have a duration of approximately 2.5 calendar years beginning when the Joint Funding Agreement is finalized (tentatively July 1, 2022) and ending December 31, 2025. The USGS will perform most field investigations, including hydrogeologic mapping, and data collection tasks. OWRB will provide analysis of climate, land-use and water-use data. USGS will provide groundwater level monitoring, quantify water used for irrigation, and conduct aquifer tests. OSU will estimate recharge through a chloride mass balance method. The OWRB will provide information on lithologic well logs, groundwater-level measurements, water use, land use, and water-use permits, and will help prepare the climate and water-use sections of the report. The OWRB will also provide to the USGS areas where permits have been approved for groundwater extraction from the Ogallala aquifer.

## Timeline

		F Y 2 0 2 2	FY2023				FY2024				F Y 2 0 2 5
	Quarters - Federal Year	4	1	2	3	4	1	2	3	4	1
	Quarters - State Year	1	2	3	4	1	2	3	4	1	2
Field Data	Synoptic water levels in ~300 wells measured by OWRB	X	X								
	Installation of 4 recorder wells and O&M	X	X	X	X	X	X	X	X		
	Perform aquifer tests and slug tests			X	X	X					
	Measure/Observe streamflow 20 seepage measurements – winter 2023			X							
	Analyze lithologic logs for percent coarse distribution		X	X	X	X					
	Determine base or saline transition boundary			X	X	X					
Framework	OWRB compile and describe climate, land use, historical groundwater-level data and water quality data*	X	X								
	Determine recharge using SWB and RORA + other methods					X	X	X			
	OSU determine recharge using chloride mass balance methods*										
	Analyze streamflow historical trends and recent		X	X							
	Compile hydraulic properties from previous publications						X	X			
	Map potentiometric surface and compare to previous maps					X	X				
	Map saturated thickness						X	X			
	Compile report				X	X	X	X			
	Draft proposal for EPS/MAY groundwater model								X		
	Review and publication of report								X	X	X

\* Costs associated with tasks assigned to OSU (in orange) and OWRB (in blue) are not included in the budget.

## Budget

Federal Fiscal Year	OWRB	USGS	Total
2022	\$59,514	\$25,886	\$85,400
2023	\$209,102	\$67,598	\$276,700
2024	\$203,742	\$72,057	\$275,800
2025	\$15,666	\$5,234	\$20,900
<b>Total</b>	<b>\$488,025</b>	<b>\$170,775</b>	<b>658,800</b>

## PERSONNEL

Colin Baciocco, Hydrologist GS-7, will be the Project Chief for this project. Additional field staff includes other Hydrologists, such as Ethan Kirby and Isaac Dale. S. Jerrod Smith, Hydrologist GS-12, will provide mentorship to Colin and the other Hydrologists.

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## **PLAN FOR DATA PUBLICATION AND ARCHIVAL**

Any new surface-water or groundwater sites and associated water-level data, water-quality data, streamflow measurements, and aquifer-test data collected or documented by USGS for this proposed study will be entered into the USGS National Water Information System database (USGS, 2021). Aquifer-test analyses and archive files will be compiled, reviewed, approved and archived in accordance with Office of Groundwater Technical Memorandum 2009.01.

The data produced through the use of the Soil Water Balance Code (Westenbroek and others, 2010) will be published on USGS ScienceBase. Colin Baciocco will create metadata using the USGS Metadata Wizard and other XML editing tools. This metadata will be compliant with the ISO series of standards (19115, 19115-2, 19139, etc.). Efforts will be made to ensure cross-compliance with FGDC-CSDGM wherever possible.

## Budget Modification

--Modification to proposal written March 26, 2025.

The USGS is proposing to add additional USGS funds (increase in \$58,838 in FY25) outlined below. The project deadline is not extended and remains as December 31, 2025.

<b>Federal Fiscal Year</b>	<b>OWRB</b>	<b>USGS</b>	<b>Total</b>
2022	\$59,514	\$25,886	\$85,400
2023	\$209,102	\$67,598	\$276,700
2024	\$203,742	\$72,057	\$275,800
2025	\$15,666	\$5,234 + \$58,838 Total \$64,072	\$79,738
<b>Total</b>	\$488,025	\$229,613	\$717,638

**AGENDA ITEM 3D(5)**

**INTERAGENCY AGREEMENT**

**WITH:** **Board of Regents of the University of Oklahoma and the Oklahoma Water Resources Board**

**PURPOSE:** The proposed contract outlines a one-year agreement, renewable annually, for the continued maintenance and hosting of the Oklahoma Water Resources Board's ArcGIS Enterprise system by the Center for Spatial Analysis (CSA) at the University of Oklahoma. This system supports critical OWRB applications and data services, enabling staff to manage, publish, and analyze spatial data. CSA provides secure server infrastructure, data backup, and software licensing, ensuring reliable and secure access to OWRB's GIS tools and resources.

**AMOUNT:** **\$17,651.00**

**TERM:** **1 Year**



## SPONSORED RESEARCH AGREEMENT

FY25-25-1099-32

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

### WITNESSETH

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

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

#### SECTION 1. DEFINITIONS

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

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

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

1.4 "Project" shall mean the research project entitled "**Applications for Geospatial Data Migration and Web Map Hosting FY26**" as described in **Appendix A**, under the direction of Dr. Todd Fagin, as Principal Investigator.

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

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

#### SECTION 2. RESEARCH WORK

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

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

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

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

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

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

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

3.1. The Period of Performance will be: **July 1, 2025 through June 30, 2026.**

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

4.1 This is a cost reimbursable agreement. For the services, reports, and other items to be delivered hereunder, Sponsor shall pay University, in U.S. dollars, an amount not to exceed Seventeen-Thousand Six-Hundred Fifty-One dollars and no cents (\$**17,651.00**), payable to the University of Oklahoma and sent to the business/payment address in **Section 10**. University shall bill Sponsor monthly, on a cost reimbursable basis, at Sponsor's business address set forth in **Section 10**. Payment shall be due within Forty-Five (45) days of receipt of invoice, with final invoice due ninety (90) days following termination of this Agreement.

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

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

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

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

### **SECTION 5. TERMINATION**

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

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

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

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

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

## **SECTION 6. PUBLICITY**

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

## **SECTION 7. PUBLICATION**

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

## **SECTION 8. INTELLECTUAL PROPERTY**

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

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

the University.

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

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

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

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

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

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

## **SECTION 9. CONFIDENTIALITY**

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

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

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

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

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

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

## SECTION 10. NOTICES

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

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

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

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

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

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

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

## SECTION 11. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

11.6 This Agreement may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument. This Agreement may be executed using electronic or digital signatures, which shall have the same force and effect as a manual signature.

11.7 The parties agree that this Agreement shall be binding upon their respective successors, assigns or transferees of any nature, if assignment and/or transfer is permitted in accordance with the terms of this Agreement.

11.8 Sponsor agrees that it shall comply with the export control laws and regulations, embargoes and sanctions. Each party agrees that in the event that export controlled information/technology is disclosed, disclosing party shall provide receiving party with sufficient and appropriate information including Export Control Classification Numbers (ECCNs)

and/or the Munitions List categories to allow receiving party to properly comply with the export controls regulations. Sponsor maintains an export management system adequate to ensure compliance. Sponsor agrees that it will comply with all other applicable laws, orders and regulations relating to the use and/or transfer of deliverables specified in **Appendix A** and that it will not at any time take any action which would cause University to be in violation of any such laws, orders and regulations.

11.9 In the performance of all services hereunder, the parties shall be deemed to be and shall be independent contractors and, as such, neither shall be entitled to any benefits applicable to employees of the other. Neither party is authorized or empowered to act for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, and/or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

11.10 University will give Sponsor notice of any claim it receives within ten (10) business days of receipt of a claim by University.

11.11 University agrees to be responsible for its own negligent acts and omissions and those of its employees and agents in accordance with the Oklahoma Governmental Tort Claims Act, 51 O.S. 1991 151, *et seq.*, as amended.

11.12 As applicable, the provisions of Executive Order 11246, as amended by Executive Order No. 11375, Executive Order No. 11141, Executive Order No. 13665 and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) *et. seq.*), are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, national origin, disability, political beliefs, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. § 4212.

11.13 The terms of this Agreement shall not be binding upon either of the parties hereto until it has been properly executed on behalf of each party to the Agreement in the spaces provided below. It is then effective as of the starting date of the period of performance.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

**State of Oklahoma, Water Resources Board**

BY: \_\_\_\_\_  
\_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
\_\_\_\_\_

**THE BOARD OF REGENTS OF THE  
UNIVERSITY OF OKLAHOMA**

BY: \_\_\_\_\_  
Leslie Flenniken Kelly  
TITLE: Associate Director, Office of Research Services  
DATE: \_\_\_\_\_  
\_\_\_\_\_

State of Oklahoma, Water Resources Board Secretary

\_\_\_\_\_



**APPENDIX A**

**SCOPE OF WORK FOR**

**Oklahoma Water Resources Board**

*Applications for Geospatial Data Migration and Web Map Hosting  
– Hosting & Maintenance –*

**SUBMITTED TO**

Derrick Stark  
GIS Manager

&

Darla Whitley  
Public Outreach Division Manager

Oklahoma Water Resources Board  
3800 North Classen Blvd  
Oklahoma City, OK 73118

**SUBMITTED BY**

Todd Fagin, Executive Associate Director  
Center for Spatial Analysis  
The University of Oklahoma  
Two Partners Place  
3100 Monitor Ave. Suite 180  
Norman, OK 73019  
July 2025-June 2026

## Overview

The purpose of this scope of work is to maintain the ArcGIS Enterprise solution for the Oklahoma Water Resources Board (OWRB) that manages its applications critical to their work and service to the state of Oklahoma. The enterprise is built using Portal for ArcGIS for data storage and a web map service buildout. The OWRB Portal stores/hosts/publishes existing OWRB project related data and maps. This application allows OWRB to run reports, manage, and oversee the work being conducted on its enterprise system.

The software, hardware, and applications used to develop and provide the GIS Enterprise is maintained by the Center for Spatial Analysis (CSA) at the University of Oklahoma – Norman campus. CSA houses its server infrastructure in a secure data center in the National Weather Center. The data we manage is backed-up continuously in two locations and is stored behind the University of Oklahoma firewall as well as a CSA firewall.

Licensing for ArcGIS products will be provided to OWRB while the project is under development and hosted through the GIS Enterprise that running on CSA servers. Users, as defined by project managers at OWRB, will have full access to the OWRB Portal, where they can build and publish map services, manage and view data, as well as export data as needed. Separate logins with specific user capabilities will be assigned as required by OWRB.

This scope outlines the cost of maintenance and hosting the OWRB ArcGIS Server Suite for a one-year contract renewable annually.

## Scope of Work

1. Provide software licensing, hosting and server maintenance for the OWRB ArcGIS Server Suite.

Server hosting and maintenance will be provided to OWRB by CSA, on one or more University of Oklahoma GIS servers including:

- Hardware maintenance/upgrade/replacement
- System administration and updates
- Software access
- Data storage space
- Bandwidth usage
- Network connection charges
- Security management
- Backup and restore capabilities

2. Meet with OWRB to train employees (instructions will also be provided) on how to create, migrate, and publish using Portal for ArcGIS and ArcGIS Online;
3. Test, troubleshoot and debug the system as problems arise.

**Note:** *Everything that CSA builds can be downloaded and moved to another managed system – e.g. OMES. While we can package the portal that we build, we cannot guarantee that its functions will remain intact, as we have different systems that manage these applications, as well as different web*

domains.

### **Budget Justification:**

1. Personnel: \$2,009

**Todd Fagin** (Executive Associate Director: .20% for 12 months =\$237) will serve as the project coordinator on the grant.

**Kelby Thomasson** (Systems Administrator: 1.1% for 12 months =\$940) will provide IT support and manage the OWRB enterprise portal.

**Leah Nash** (Associate Director of Administration & Finance: 0.9% for 12 months =\$832) will administer the budget and assist in troubleshooting.

2. Hosting, licensing, and maintenance: \$12,000

### **Pricing includes:**

- 250GB OS drive
- 16GB RAM
- 5TB storage
- ArcGIS Server
- Full remote access (logged and audited)
- All servers fall under our standard system administration and maintenance:
- Regularly scheduled software and OS updates and maintenance;
- Regular storage space and integrity checks (growth will need to be evaluated at contract term intervals);
- Regular evaluation of CPU cycles, memory allocation, and bandwidth, adjusting as necessary;
- Mission-critical support during catastrophic failure (This would cover critical failures affecting and resulting from ordinary use).

\$1,000.00 per month @ 1 year = \$12,000

3. Indirect Cost **estimate** at 26% (***Please note that the University sets this rate and increases are out of our control.***): \$3,642

Total 1 Year Cost **ESTIMATE** for “Hosting and Maintenance”: **\$17,651**

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

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

**April 15, 2025**

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

**April 15, 2025**

<b>APP. NO. &amp; DATE FILED</b>	<b>NAME OF APPLICANT</b>	<b>NUMBER OF WELLS</b>	<b>COUNTY &amp; BASIN</b>	<b>LAND DEDICATED</b>	<b>PURPOSE &amp; AMOUNT RECOMMENDED</b>
2024-515 2/1/2024	Ely Azary	1	Kingfisher County, Cimarron River Alluvium and Terrace	2.5 acres Section 7, T19N, R8WIM	Agriculture (medical marijuana) 5 a.f.
2024-521 2/5/2024	Jenny Zhu	1	Grady County, El Reno	10 acres Section 27, T6N, R5WIM	Agriculture (medical marijuana) 20 a.f.
2024-590 5/23/2024	Arthur Cam and Lisa Jan Foreman	1	Beaver County, Ogallala Panhandle	160 acres Section 10, T2N, R26ECM	Commercial 260 a.f.
2024-613 7/11/2024	Leon Watson Langford and Melissa L. Langford	7	Major County, Isabella Isolated Terrace	125 acres Section 9, T20N, R11WIM	Irrigation, Oil & gas, Agriculture 250 a.f.
2024-619 8/12/2024	Christopher Vernon Keahey and Shelby Leigh	2	Beckham County, Western Oklahoma	320 acres Section 15, T8N, R25WIM	Irrigation 640 a.f.
2024-644 9/26/2024	Robert Travis Jennings and Rebecca Jean Jennings	1	Kiowa County, Southwestern Oklahoma	160 acres Section 36, T6N, R16WIM	Irrigation 200 a.f.
2024-672 12/23/2024	S & D Land, LLC	1	Jackson County, Blaine Formation	480 acres Section 21, T3N, R23WIM	Irrigation 360 a.f.
2024-673 12/23/2024	S & D Land, LLC	1	Jackson County, Blaine Formation	320 acres Section 27, T3N, R23WIM	Irrigation 226.6 a.f.

3.F.

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

**April 15, 2025**

<b>APP. NO. &amp; DATE FILED</b>	<b>NAME OF APPLICANT</b>	<b>NUMBER OF WELLS</b>	<b>COUNTY &amp; BASIN</b>	<b>LAND DEDICATED</b>	<b>PURPOSE &amp; AMOUNT RECOMMENDED</b>
2015-579 4/12/2023	Bryan Kroeker Revocable Trust	103	Major County, Cimarron River Alluvium and Terrace	878 acres Sections 13, 18, T22N, R12WIM	Irrigation 1,756 a.f.

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

**April 15, 2025**

<b>APP. NO. &amp; DATE FILED</b>	<b>NAME OF APPLICANT</b>	<b>NUMBER OF WELLS</b>	<b>COUNTY &amp; BASIN</b>	<b>LAND DEDICATED</b>	<b>PURPOSE &amp; AMOUNT RECOMMENDED</b>
2023-583 7/17/2023	Noble Cannabis Co., LLC	1	Cleveland County, Garber-Wellington	5.8 acres Section 2, T7N, R2WIM	Agriculture (medical marijuana) 11.6 a.f.
2023-646 10/4/2023	Raymond L. and Alice A. Stroud	1	Canadian County, North Canadian Alluvium and Terrace- Phase 2	100 acres Section 10, T14N, R10WIM	Irrigation 100 a.f.
2024-554 3/22/2024	Chad and Jenae Rippetoe	6	Beckham County, North Fork of the Red River	476 acres Section 15, 20, 21, 22, 29, T8N, R22WIM	Irrigation 311.85 a.f.
2024-616 7/30/2024	Marty McBee and Sherry L. McBee	7	Oklahoma County, Garber-Wellington	158.44 acres Section 1, T12N, R2WIM	Irrigation 316.88 a.f.
2024-657 10/28/2024	James E. Orgain and Sherri A. Orgain	1	Roger Mills County, Alluvium and Terrace of the Washita River Reach 1	275 acres Section 35, T14N, R23WIM	Irrigation and oil and gas 550 a.f.
2024-667 12/12/2024	CRI Feeders of Guymon, LLC	2	Texas County, Ogallala Panhandle	480 acres Section 2, T5N, R13ECM	Irrigation and agriculture 960 a.f.

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

**April 15, 2025**

<b>APP. NO. &amp; DATE FILED</b>	<b>NAME OF APPLICANT</b>	<b>POINTS OF DIVERSION</b>	<b>COUNTY &amp; STREAM SYSTEM</b>	<b>PURPOSE &amp; AMOUNT RECOMMENDED</b>
2024-003 3/14/2025	Shawn W. Nunley and Darla J. Nunley	One point of diversion on McCarty Creek in Section 6, T4N, R8WIM	Grady County SS 1-8-2	Irrigation 296.4 a.f.



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

**April 15, 2025**

<b>DPC NUMBER</b>	<b>NAME OF FIRM</b>	<b>CERTIFIED ACTIVITIES</b>	<b>OPERATORS</b>
<b>New Licenses, Accompanying Operator Certificates and Activities:</b>			
DPC-1137	R&S Pump & Supply	Pump Installation and plugging of certain water wells	Ray Mahl OP-2590
DPC-1139	Adair Drilling & Pump Services	Groundwater wells and pump installation	John Adair OP-2595
<b>New Operators, License Name Change, and/or Activities for Existing Licenses:</b>			
DPC-0526	McLean CP Installation	Adding Groundwater wells to existing license	Calvin McLean OP-1108
DPC-0967	Authentic Drilling, LLC	Monitoring wells and geotechnical borings	Taylor Ferrill OP-2591
DPC-0479	Matcor	Groundwater wells	Larry Walker OP-2592
DPC-0176	Sharp Drilling	Groundwater wells	Evan McMahan OP-2593
DPC-0904	Mowdy Drilling	Groundwater wells	Clifford Mowdy OP-2594

**WATER RIGHTS ADMINISTRATION DIVISION  
Proposed Order Summary Judgment**

**April 15, 2025**

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

In the Matter of the Application of	)	
Premium Farms, LLC for a	)	Application No. 2009-0506
Temporary Groundwater Permit.	)	

**PROPOSED ORDER FOR SUMMARY JUDGMENT**

The Office of the Hearing Examiner has received the written withdrawals of all Protest letters filed in this Application. The Town of Granite and the Quartz Mountain Regional Water Authority withdrew their protest, via email by Ms. Marsha Patton, on March 17th, 2025. Linda Trammel withdrew her protest by email on March 12<sup>th</sup>, 2025. This matter arises out of the Application No. 2009-0506 (“Application”) filed by Premium Farms, LLC (“Applicant”). The Application seeks Temporary Groundwater permit and well-spacing exception. It seeks to authorize the use of an additional 1,433.5 acre-feet of groundwater per year, to total 2,549.9 acre-feet of groundwater per year, for the purpose of an agricultural feedlot operation.

The withdrawal of the Protests renders the scheduled hearing as moot, and the hearing that was scheduled for March 20<sup>th</sup>, 2025 has been stricken. All applicable legal issues including those set forth in the original Notice of Hearing are deemed to have been met by the Applicants for Application No. 2009-0506.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Application No. 2009-0506 is approved.

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

OKLAHOMA WATER RESOURCES BOARD

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Jennifer Castillo, Chairman

ATTEST:

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Suzanne Landess, Secretary

(SEAL)

**January 2025 Dam Safety Board Items****A. Consideration of and Possible Action on Dam and Reservoir Construction:****1. Lightning Creek Holding Pond A (OK11070)**

<b>NID. NO. &amp; COUNTY</b>	<b>NAME OF APPLICANT &amp; NAME OF PROJECT</b>	<b>PLANS &amp; SPECS PREPARED BY</b>	<b>HAZARD CLASSIFICATION</b>	<b>LEGAL DESCRIPTION</b>
OK11070	City of Oklahoma City	City of Oklahoma City	High	Sec. 03, T10N R03WIM
Cleveland County	Lightning Creek Detention Pond A	City of Oklahoma City		

The applicant requests approval for the repair of a high hazard potential dam. The primary purpose of the dam is flood control. The proposed project involves replacing a failed 30-inch Corrugated Metal Pipe (CMP) inlet on the east embankment. The dam is 18 feet tall, with 0 acre-feet of normal storage, and a maximum impoundment capacity of 541 acre-feet.

**2. Hunter Lake Dam (OK11027)**

<b>NID. NO. &amp; COUNTY</b>	<b>NAME OF APPLICANT &amp; NAME OF PROJECT</b>	<b>PLANS &amp; SPECS PREPARED BY</b>	<b>HAZARD CLASSIFICATION</b>	<b>LEGAL DESCRIPTION</b>
OK11027	City of Hobart	Kenneth Sullivan, PE	High	Sec. 33, T07N R18WIM
Kiowa County	Hunter Lake Dam	Glenn Sullivan & Associates, Inc.		

The applicant requests approval for the modification of a high hazard potential dam. The primary purpose of the dam is municipal, while the other purposes are recreation and fish and wildlife. The proposed project involves replacing the failed Corrugated Metal Pipe (CMP) spillway. The new spillway configuration will consist of three 18-inch concrete pipe culverts and a 10-foot-wide earthen auxiliary spillway. The dam is 31 feet tall, with 151 acre-feet of normal storage, and a maximum impoundment capacity of 317.5 acre-feet.

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

**January 1, 2025**

<b>NUMBER</b>	<b>NAME OF COMMUNITY/CID</b>	<b>FLOODPLAIN ADMINISTRATOR</b>
374	Greer County	William Stevens
800	City of Lone Grove	Joshua Grover
835	Town of Apache	Rue Glover
254	Town of Wright City	Brian Clere
263	Town of Chouteau	Sonny Meeks
40	City of Pond Creek	Michael Payne

## **5. SPECIAL CONSIDERATION**

### **WATER RIGHTS ADMINISTRATION DIVISION**

**April 15, 2025**

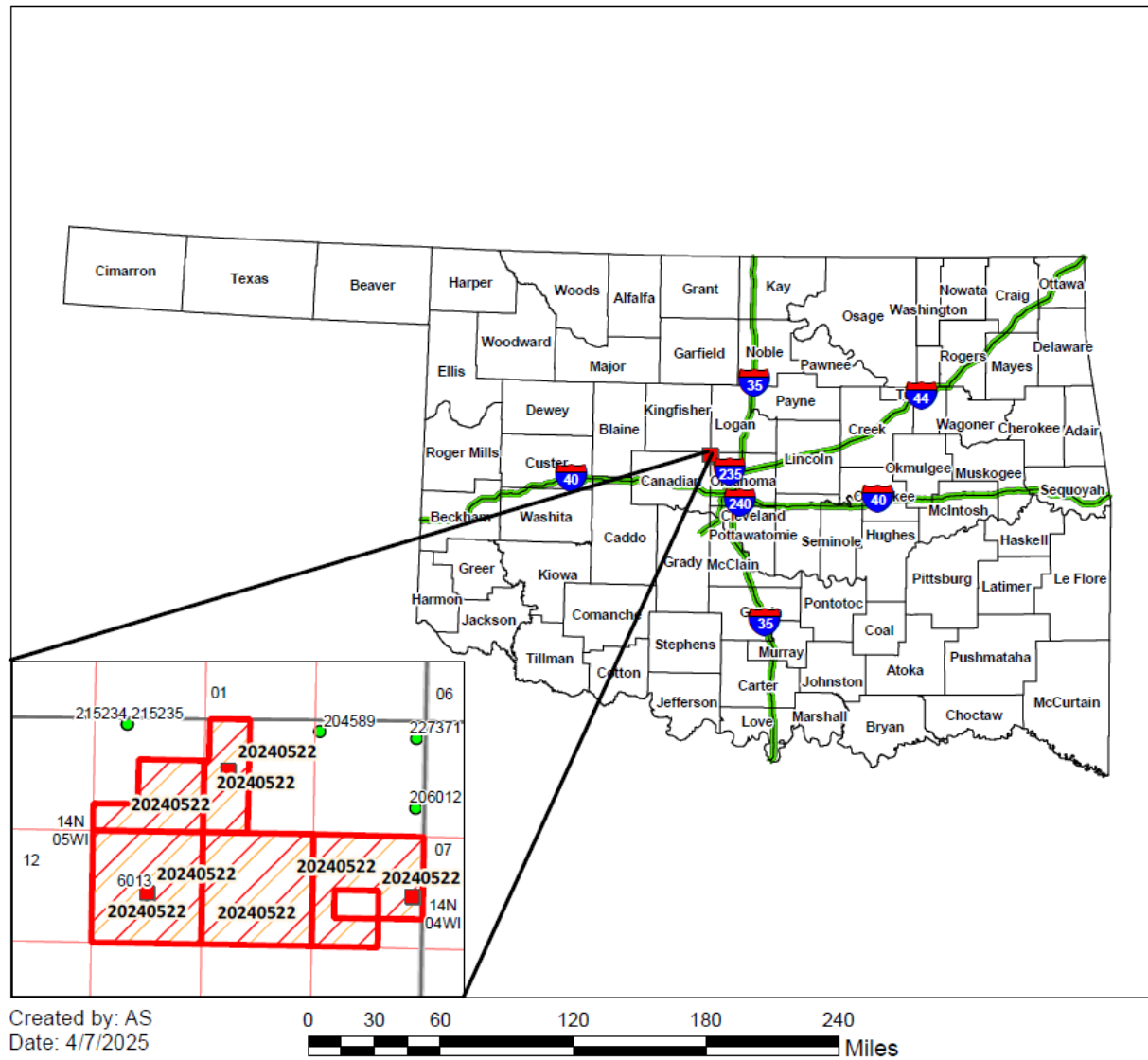
**WATER RIGHTS ADMINISTRATION DIVISION**  
**Application for a Limited Quantity Temporary Groundwater Permit**

**April 15, 2025**

<b>NUMBER &amp; DATE</b>	<b>COUNTY</b>	<b>NAME OF APPLICANT</b>	<b>RECOMMENDATION</b>
2024-522 2/8/2024	Canadian County	Monika Campbell	Denial of application

Notice is given by Monika Campbell c/o Chris Campbell of 6000 Moffat Rd NE, Piedmont, OK 73078 has filed an application, #2024-522, with the Oklahoma Water Resources Board (Board) for a permit to use 10 acre-feet of groundwater per year. The groundwater is proposed to be used for agriculture (medical marijuana) purposes and to be withdrawn from 38.94 acres located in the N2 NE of Section 12, T14N, R5WIM, Canadian County. The groundwater will be used in Canadian County as more specifically described in the application plat. The applicant intends to withdraw the groundwater from three (3) wells located as follows: one (1) well SE NE NE and NW NE NE; then one (1) well in the S2 NE NE or SE NW NE; all in Section 12, T14N, R5WIM, Canadian County, Oklahoma. The applicant gave proper Public Notice, the application was protested, and an administrative hearing was held on February 26, 2025. The Board concludes that the well exception request should be granted. The hearing examiner recommends denial of the application.

# Groundwater Application: Permit #2024-522 - Monika Campbell - Canadian County



## Main Legend

- Well Locations
- Counties
- Interstates

## Inset Legend

- Well Locations
- Dedicated Lands
- Townships
- Sections
- Groundwater Wells
- Reported Well Logs

## OWRB Permits

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

## OWRB Dedicated Lands

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





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

IN THE MATTER OF THE APPLICATION  
OF MONIKA CAMPBELL FOR A TEMPORARY  
GROUNDWATER PERMIT LOCATED IN  
CANADIAN COUNTY, OKLAHOMA

NO. 2024-0522

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

This proceeding arose from the Monika Campbell (or “Applicant”) Application for a Groundwater Use Permit, No. 2024-0522, for watering use by multiple cannabis agricultural grow operations from the underlying Salt Plains Formation and Hennessey Group. A hearing was held at the Board offices in Oklahoma City, Oklahoma on February 26, 2025. The only appearing individuals were Christian Campbell, listed on the Application as the contact name, and Fred Abdul, on behalf of the Applicant, Monika Campbell. Neither the Applicant Monika Campbell, nor the Protestants appeared. After the hearing was adjourned, the matter was taken under advisement by the Hearing Examiner. A Proposed Order was prepared, served on the parties, and presented to the Board for consideration and action.

Based upon the separately stated Findings of Fact and Conclusions of Law that follow, the Board determines that Application No. 2024-0522 should not be granted as set forth below:

**FINDINGS OF FACT**

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

**BACKGROUND OF APPLICATION**

1. On or about February 8, 2024, the Applicant applied for a Temporary Groundwater Permit that authorizes the withdrawal of groundwater at the rate of 10.0 acre-feet of groundwater per year. The Notice of Application is for three (3) wells located in Canadian County as follows: one (1) well SE/4 NE/4 NE/4, one (1) well NW/4 NE/4 NE/4; then one (1) well in the S/2 NE/4 NE/4 or at the SE/4 NW/4 NE/4; all in Section 12, T14N, R5WIM, Canadian County. The purpose of the requested use is for the agricultural indoor grow of Medical Cannabis, overlying the Salt Plains Formation and Hennessey Group.

**NOTICE OF APPLICATION AND PROTESTS**

2. Board staff notified Applicants by letter dated October 24, 2023, that the application had been reviewed and directed them to give notice of the application by certified mail to each surface owner within 1,320 feet of the outside boundary of the 10-acre tract of land with a groundwater well location covered by the application. The notice set a protest deadline of ten (10) days after receipt of notice.

3. On July 26, 2024, Applicants filed with the Board an Affidavit of Notification stating that the identified surface estate owners had been notified of the application by certified mail, supported by the documentation included in OWRB Exhibit No. 4.

## HEARING

4. The hearing was held on February 26, 2025, as scheduled. Notice of Hearing was mailed out to all interested parties on or about January 13, 2025.

5. The hearing was opened, evidence and argument were received from Christian Campbell, who is not an attorney but the representative authorized by Applicant Monika Campbell. Non-attorney representative appearances are authorized under OAC 785:4-7-3(b). Fred Abdul was present and assisted Christian Campbell, and the hearing was adjourned. The Applicant and Protestants have been afforded due process of law and an adequate opportunity to be heard. No Protestants from the letters appeared. The Protestants, Vincent Orza, Sheila Kelly, and Stephen Unger failed to appear and have defaulted and abandoned any interests according to Oklahoma Administrative Code ("OAC") 785:4-7-3(c). Johnathon and Brooke Brooks withdrew their protest via legal counsel by filed pleading on February 25, 2025.

6. The admitted exhibits by Applicants from the hearing are: Exhibit 1, "Application No. 2024-0522", Exhibit 2, "Ownership Documents", Exhibit 3, "Notice of Application", Exhibit 4, "Proof of Service", Exhibit 5, "Protests", Exhibit 6, "Map", Exhibit 7, "Notice of Hearing", Exhibit 8, "Withdrawal of Protest", Exhibit 9, "Signed Attendance Sheet", and Exhibit 10, "Applicant's Power Point Presentation".

## OWNERSHIP DOCUMENTS

7. **The Groundwater Lease, Book 5969 Page 894-897, Canadian County filed on January 31, 2025, from Christian Campbell Non-Trust IRA W/AET to Monika Campbell:** There is no mention on the warranty deeds nor on the filed lease that the conveyances by Christian Campbell were done in his capacity as a manager of a limited liability company, or in any other role so as to identify his relationship to the entity displayed as "Non-Trust IRA W/AET". See 16 O.S. §53A.7. See also, Oklahoma Title Standards Handbook, Chapter 14.

8. **The Groundwater Lease, Book 5969 Page 898-904, Canadian County, filed on January 31, 2025, purported to be from Globus Financial LLC (by Monika Campbell) to herself, Monika Campbell:** There is no mention on the warranty deeds nor on the filed lease that the conveyances by Monika Campbell were done as a manager of a limited liability company named "Globus Financial, LLC". See 16 O.S. §53A.7. See also, Oklahoma Title Standards Handbook, Chapter 14. Additionally, the same noted defects of omission of acting title by the conveying party appear to be present in the chain of title on the Quit Claim Deed filed on February 10, 2023, and on the Quit Claim Deed filed on April 3, 2023.

9. It is determined, based upon the foregoing reasons indicated in paragraphs 7 and 8, that the Applicant's documents did not sufficiently establish proof of a proper chain of title to prove ownership and/or authorization by groundwater lease.

## BENEFICIAL USE: "LAWFUL PURPOSE" ISSUES

10. **"OMMA Certificates", OWRB Exhibit 2:** Applicant submitted ten (10) license OMMA certificates for the commercial agricultural grow of cannabis with multiple companies inclusive of owners that according to Mr. Campbell's testimony are operating separately on the land from Monika Campbell. Christian Campbell testified that Monika Campbell is included on (5) five of those licenses, and identified them as Rise Cannabis, LLC, CIP 6031, CIP 5920, CIP 6040 and CIP 6040B. The submitted certificates for a

Commercial Growers License bear signatures showing they were signed by the Executive Director of the Oklahoma Medical Marijuana Authority (OMMA), bearing the seal of Oklahoma. These are elements of the defining characteristics for self-authenticating documents pursuant to 12 O.S. § 2902 (1). However, the certificates all contain expiration dates that are well before the date of the hearing held on February 26, 2025. Therefore, these certificates do not prove that the licenses are valid, current and active.

11. **“Supplemental Licensure Documentation “OMMA License Portal Screenshots”, OWRB Exhibit 2:** The supplemental licensure documentation included along with the certificates are not self-authenticating documents as defined by 12 O.S. § 2902 (1), and are hearsay not being capable on their face of proving the truth of the matter asserted. They also show expiration dates that have expired. Mr. Campbell, when noticing this at the hearing, requested to file additional documents not already available at the hearing, of which said request was denied. Regardless, another document was provided to the OWRB Staff by email after the hearing was adjourned on the same day. The untimely filed document is also unsigned, has no seal, and consists of one page that appears in form to be notations of the current license statuses on a spreadsheet grid very similar in form to the one already contained in Exhibit 2.

12. In summary, it is determined that the Applicant’s documentation did not establish sufficient evidence to meet the “lawful purpose” prong of the beneficial use analysis pursuant to OAC 785:30-1-2.

#### WASTE BY POLLUTION

13. There was no evidence that waste by pollution would likely occur or will likely occur. As a result, the findings of fact based upon the evidence indicate that it is more probable than not that no waste by pollution will occur, and Applicant did meet the burden of proof for this element.

#### WASTE BY DEPLETION

14. There was no evidence to indicate that Applicants’ groundwater well use is, or will be, inefficient. There was no evidence of an indication that in the future the applicant would be likely take or use fresh groundwater without a permit, take more fresh groundwater than is authorized by the permit, or take or use fresh groundwater in any manner so that the water is lost by depletion for beneficial use. As a result, the findings of fact based upon the evidence indicate that it is more probable than not that no waste by depletion will occur, and Applicant did meet the burden of proof.

#### WELL-SPACING

15. The evidence of the record indicates that it is more probable than not that the land is not in compliance with the well-spacing requirement as set forth OAC 785:30-3-6. However, no Protestant appeared for hearing to dispute the same. Therefore, the issue becomes moot, and because the Protestants have abandoned any interests by not appearing for the hearing or withdrawing their protest, so a disallowance of the well-spacing locations would result in an inequitable or unreasonable result and the well-spacing request is granted.

#### CONCLUSIONS OF LAW

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

#### LAW APPLICABLE TO USE OF GROUNDWATER GENERALLY

16. Under Title 60 O.S. § 60, the owner of the surface of a given tract of land owns the fresh groundwater beneath the surface of that land. That surface owner, or a lessee of the surface owner, may use such groundwater in accordance with the use regulations imposed by the Oklahoma Groundwater Law, Title 82, Oklahoma Statutes. As written, the law contemplates the eventual depletion of the groundwater resources, and “the use or nonuse by one landowner neither decreases nor increases the proportionate share of another.” OWRB v. Texas County Irr. And Water Resources Ass’n, Inc., 1984 OK 96, ¶ 7, 711 P.2d 38.

#### SUBJECT MATTER JURISDICTION

17. The Board has subject matter jurisdiction to adjudicate applications for use of groundwater according to the Oklahoma Groundwater Law and the Board's rules promulgated pursuant thereto.

#### PERSONAL JURISDICTION; DUE PROCESS

18. Due and proper notice of this proceeding was given to all potentially interested persons as required by law. The Applicant and the Protestants of record have been afforded due process of law and an adequate opportunity to be heard. All other potentially interested persons who failed to appear for the hearing have defaulted or abandoned their interests for failure to appear at the hearing or otherwise failing to follow required protest procedures according OAC 785:4-7-3, or they filed a proper withdrawal of protest as set forth and described herein.

#### GROUNDWATER LAW: ELEMENTS TO BE DETERMINED

19. When a person makes an application for new groundwater permit, OAC 785:30-3-5 in this context, the rules require the Board to determine several specific issues. These are:

- a. The applicant owns the surface of the dedicated land or has a valid lease or other legal authority for the taking of groundwater from the land;
- b. The dedicated land overlies a fresh groundwater basin or sub-basin.
- c. The use to which the Applicant intends to put the water is a beneficial use. Defined by OAC 785:30-1-2, a beneficial use is “the use of such quantity of stream or groundwater when reasonable intelligence and reasonable diligence are exercised in its application for a lawful purpose and as is economically necessary for that purpose. Beneficial uses include but are not limited to municipal, industrial, agricultural, irrigation, recreation, fish and wildlife, etc.”
- d. Waste by depletion and waste by pollution as defined by 82 O.S. § 1020.15 will not occur.
- e. If the new or proposed well site location is inside of the well-spacing requirements, whether drilling or completing the well at a location within the well-spacing requirements would be inequitable or unreasonable. OAC 785:30-3-6.

If the Board finds for the applicant on all these issues according to OAC 785:30-3-5, the rule provides that the Board shall approve the application.

#### LEASE AND OWNERSHIP DOCUMENTATION

20. The Board adopts and incorporates the reasons set forth herein that the provided ownership and lease documents did not establish a proper chain of title.

#### BENEFICIAL USE FOR LEGAL PURPOSE

21. The Board adopts and incorporates the reasons set forth herein and concludes that the Applicants did not meet the requirements for the “legal purpose” element of the beneficial use of groundwater.

#### NO WASTE BY POLLUTION

22. The Groundwater Law and Board rules provide that the Board must determine whether Applicant will allow waste by pollution as specified by OAC 785:30-3-5 to occur.

23. For the reasons set forth herein the Board concludes that Applicant did meet the burden of proof that they will not commit waste by pollution as described in 82 O.S. § 1020.15 and OAC 785:30-3-5 by using the requested permit.

#### NO WASTE BY DEPLETION

24. The Groundwater Law and Board rules provide that the Board must determine whether Applicant will allow waste by depletion as specified by OAC 785:30-3-5 and 82 O.S. § 1020.15 to occur.

25. The Board concludes that Applicant did meet their burden of proof that they will not commit waste by depletion as described in 82 O.S. § 1020.15 and OAC Title 785:30-3-5 by using the requested permit.

#### WELL-SPACING IS PROPER

26. OAC 785:30-3-6(a)(1) requires the Board to examine whether not granting a well-spacing exception would be unreasonable or inequitable.

27. The Board concludes that the location of the Applicant’s wells is allowed because no Protestant appeared for the hearing and they forfeited any interest to dispute the well location as a party. The well-spacing exception is granted.

#### ULTIMATE CONCLUSION

28. Based upon the Findings of Fact and Conclusions of Law above, the Board concludes a Temporary Groundwater permit should not be granted.

#### ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the application for a new Groundwater Permit No. 2024-0522 in the name of Monika Campbell is not granted, without prejudice to Applicant to refile another application that addresses the issues set forth herein.

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

OKLAHOMA WATER RESOURCES BOARD

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

ATTEST:

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

(SEAL)

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

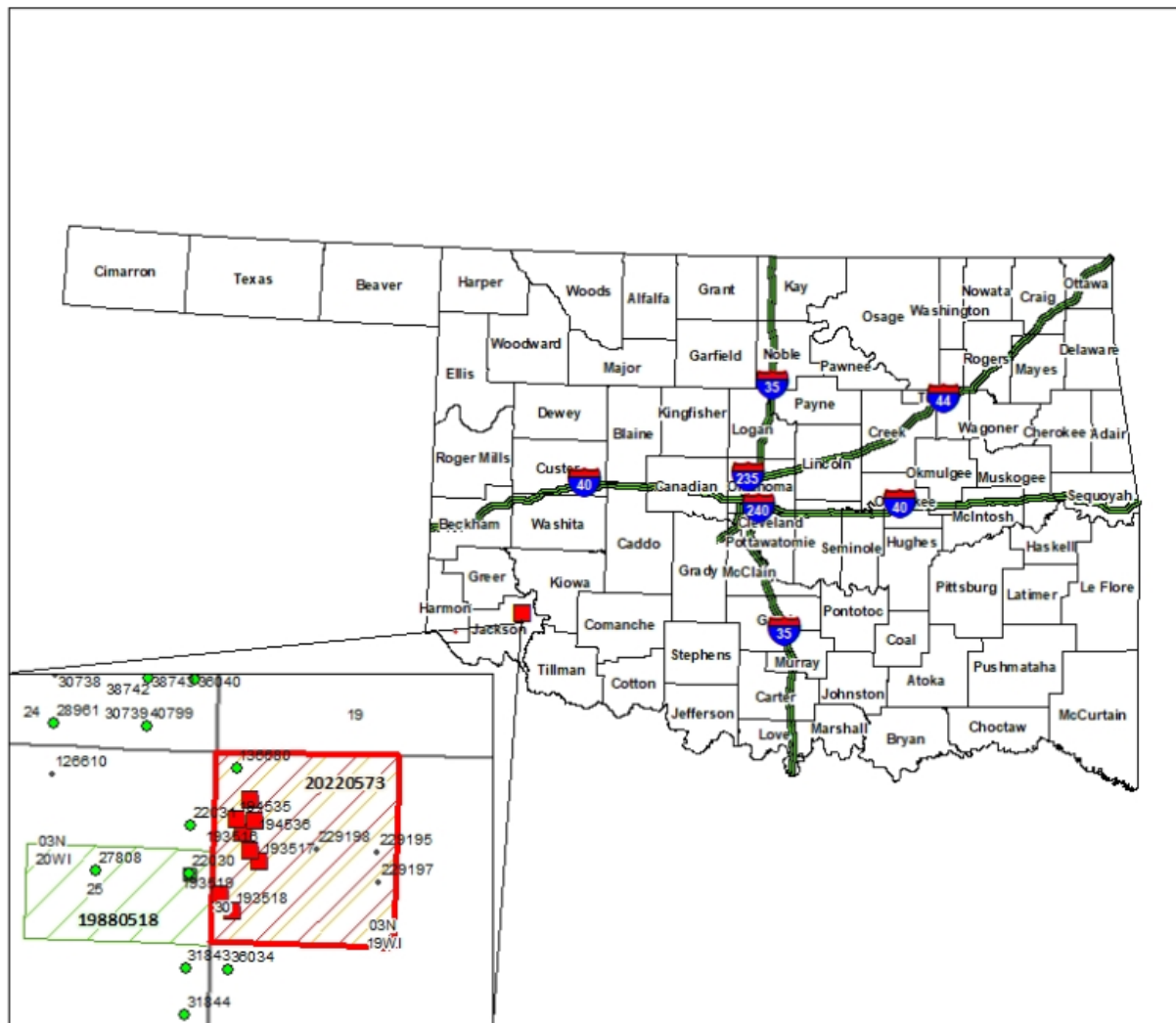
**April 15, 2025**

<b>NUMBER &amp; DATE</b>	<b>COUNTY</b>	<b>NAME OF APPLICANT</b>	<b>RECOMMENDATION</b>
2022-573 10/31/2022	Jackson County	Winters Farms, LLC	Approval for proposed order

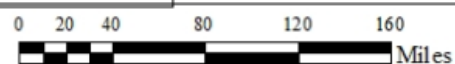
Notice is given by Winters Farms, LLC c/o Glen Winters of 15910 S. CR 209, Altus, OK 73521 has filed an application, #2022-573, with the Oklahoma Water Resources Board (Board) for a permit to use 299.3 acre-feet of groundwater per year. The groundwater is proposed to be used for irrigation (cotton, wheat, alfalfa, and grass) and taken from 149.64 acres located as follows: NW of Section 30, T3N, R19WIM, Jackson County. The water is to be withdrawn from eight (8) wells located as follows: one (1) well each in the NE SW NW, NW NW NW, NW SW NW, two (2) wells in the SW SW NW, and three (3) wells in the SW NW NW; all in Section 30, T3N, R19WIM, Jackson County, and used in Jackson County, Oklahoma. The applicant gave proper Public Notice, the application was protested, and an administrative hearing on remand by the Board was held on January 8, 2025. The Board concludes that the well exception request should be granted. The hearing examiner recommends approval.

After the Board approved the application in the March board meeting, the Protestant's Counsel requested a motion for reconsideration.

# Groundwater Application: Permit #20220573, Winters Farms LLC, Jackson County



Created by: CW  
Date: 3/10/2025



## Main Legend

- Wells to be Permitted
- Counties
- Interstates

## Inset Legend

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

## OWRB Permits

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

## OWRB Dedicated Lands

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





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

In the Matter of the Application by Winters	)	
Farms, LLC. for Permit to Use Groundwater in	)	Application No. 2022-0573
Jackson County, Oklahoma	)	

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND BOARD ORDER ON REMAND**

**INTRODUCTION**

This matter arises out of the application for a temporary groundwater use permit filed by Winters Farms, LLC. (the "Applicant"). Applicant has requested to use eight (8) existing wells on the property owned by the Applicant for agricultural use to grow cotton, wheat, alfalfa, or grass. David and Amy Parson and Carl Wayne Whitaker (the "Protestants") all submitted protests to the application and the matter was set for hearing on remand by the Board on January 8, 2025.

A hearing on remand was held at the Board offices in Oklahoma City, Oklahoma, on January 8, 2025. The Applicant was present as were the Protestants for the Hearing on this matter. The Applicant was represented by Dale Cottingham of the firm Crowe Dunlevy, Oklahoma City, Oklahoma, and Dean A. Couch, of Arcadia, Oklahoma, and the Protestants were represented by counsel Eric King, of the firm of Fellers Snider, Oklahoma City, Oklahoma. Pursuant to OAC 785:4-7-1 and 4-7-7, records were admitted that were offered by the Oklahoma Water Resources Board ("OWRB") pertinent to this Application, including in part the application, ownership documents, notice documents, maps, protests of David and Amy Parson and Carl Wayne Whitaker, the well drilling logs, and the notice scheduling hearing on remand. *See* OWRB Exhibits 1-36. After the hearing on remand was adjourned, the matter was taken under advisement. A proposed order on remand was prepared, served on the parties, and presented to the Board for consideration and action.

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

**BACKGROUND**

1. On October 31, 2022, the Applicant filed Application No. 2022-0573 with the Board for a permit to use groundwater in Jackson County, Oklahoma. Applicant requested authorization to use 299.3 acre-feet of groundwater each year from the eight (8) existing, previously drilled, groundwater wells for agricultural use to grow cotton, wheat, alfalfa, or grass. Protestants do not dispute the reported locations of the Applicant's eight (8) wells. Applicant dedicated to the application 149.64 acres of land; namely 149.64 acres in the NW ¼ of Section 30, Township 3 North, Range 19 West, Indian Meridian, Jackson County; *See* OWRB Exhibit 1.

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

1 Well: NE ¼ of SW ¼ of NW ¼ of Section 30, Township 3 North, Range 19 West, Indian Meridian, Jackson County;

1 Well: NW ¼ of NW ¼ of NW¼ Section 30, Township 3 North, Range 19 West, Indian Meridian, Jackson County;

3 Wells: SW ¼ of NW ¼ of NW ¼ of Section 30, Township 3 North, Range 19 West, Indian Meridian, Jackson County;

1 Well: NW ¼ of SW ¼ of NW ¼ of Section 30, Township 3 North, Range 19 West, Indian Meridian, Jackson County; and,

2 Wells: SW ¼ of SW ¼ of NW ¼ of Section 30, Township 3 North, Range 19 West Indian Meridian, in Jackson County.

*See* OWRB Exhibit 1. The application indicated that groundwater would be taken from the Southwestern Oklahoma groundwater basin. *See* OWRB Exhibit 1.

3. To support this application, Applicant submitted the following instruments recorded in the Office of the County Clerk of Jackson County:

Warranty Deed (Book 867, Page 572)

Trustee's Deed (Book 813, Pages 925-926)

*See* OWRB Exhibit 2. The ownership of land was not disputed during the Hearing on this matter.

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

## NOTICE

5. On March 2, 2023, Board staff notified Applicant that the application had been reviewed and directed Applicant to give notice of the application by certified mail to each surface owner of land within 1,320 feet of the outside boundary of the ten-acre tract of land with a groundwater well location covered by the application, and publish notice of the application in a newspaper of general circulation in the county in which the wells are located during the weeks beginning March 19, 2023, and March 26, 2023. *See* OWRB Exhibit 3. The notice was published on March 10, 2023, and March 17, 2023, in *The Altus Times*, a newspaper of general circulation in Jackson County. *See* OWRB Exhibit 4. The notice listed a protest deadline of April 24, 2023. *See* OWRB Exhibit No. 5. Applicant also sent, by certified mail, direct notice to those individuals listed on the surface estates owner's map. *See* OWRB Exhibit 5.

It is noted that the direct notice sent by certified mail to surface estate owner Wesley Churchwell (Father-in-Law to Carl Wayne Whitaker) at an address in Midwest City, Oklahoma, came back to the Applicant as "undeliverable". *See* Applicant's Exhibit 19; Protestants' Exhibit 26; and uncontested testimony from Applicant's Manager Glen Winters that Wesley Churchwell, Father-in-Law of Protestant Carl Wayne Whitaker, due to health issues, was residing in Altus, Oklahoma, at the home of Protestant Carl Wayne Whitaker, at the same time the direct notice sent by certified mail to Wesley Churchwell at an address in Midwest City, Oklahoma, came back as

“undeliverable”. (See Applicant’s Exhibit 19). It is also noted that Protestants’ Exhibit 26, a U.S. Department of Agriculture Annual Lease Agreement Certification Statement, signed as Lessee by Protestant Wayne Whitaker on May 17, 2023, discloses that Landowner/Lessor Wesley Churchwell has leased a Jackson County, Oklahoma, tract of land of 147.00 acres, more or less, to Protestant Carl Wayne Whitaker, and that Protestants’ Exhibit 22, documents that Protestant Carl Wayne Whitaker, through a Warranty Deed, actually owns a tract of land of 1.18 acres, more or less.

It is further noted that the direct notice sent by certified mail to surface owner Sherrie Reaser came back as “unclaimed”, as did the direct notice sent by certified mail to surface owners Charles and Tresa Garrett. See Applicant’s Exhibit 19. The Applicant’s Manager Glen Winters testified that upon learning the aforesaid direct notices for Sherrie Reaser and Charles and Tresa Garrett came back as “unclaimed”, he telephoned both Ms. Reaser and Mr. Garrett to inform them of the notice and apparently neither chose to file a protest.

### PROTESTS

6. Surface estate owners David and Amy Parson and Carl Wayne Whitaker each protested the application by separate letters dated April 24, 2023, and each was made a party herein. See OWRB Exhibit 6. At the Hearing, Protestant David Parson testified that he purchased water for his domestic use from a rural water district, and that he had no OWRB groundwater permit for his single water well that he used in his two-year old cattle and livestock operation that includes ten (10) cows, eight (8) calves, and seven (7) or eight (8) goats. Even though Protestant David Parson uses his single water well solely for his cattle and livestock (goats) operation, under the provisions of 82 O.S. §1020.1(2), in part, “...the use of water by a natural individual or by a family or household for household purposes, **for farm and domestic animals up to the normal grazing capacity of the land...**” (emphasis added), is defined as “domestic use”. The Applicant alleges that well #31843 depicted on OWRB Exhibit 7 is the one and only well of the Protestant David Parson, and as such well #31843 is located on land that overlies a different groundwater basin, namely the North Fork of the Red River groundwater basin. The Protestant David Parson alleges his one and only well is not printed or depicted on OWRB Exhibit 7 and is not well #31843, but rather is depicted on Protestants’ Exhibit 24 as a hand-drawn circle that lies above the Southwestern Oklahoma groundwater basin and nearer to the Applicant’s property than well #31843, which Protestant David Parson does not claim to be his well.

### HEARING

7. The original Hearing was held on February 28, 2024. The hearing on remand was initially scheduled to be held on August 28, 2024, but was continued due to a serious automobile accident in which, Eric King, the counsel for the Protestant, was injured. The Hearing on remand was rescheduled and commenced on January 8, 2025, at the Board’s office in Oklahoma City, Oklahoma.

**The Board’s direction on remand was found in the Minutes of its May 21, 2024, Board Meeting as a Motion by Board Member Tom Gorman which oral motion stated as follows:**

**I’d make the motion to remand this application back to the hearing officer to obtain more evidence regarding the availability of water on other parts of the dedicated land**

**and also to obtain more evidence regarding the waste -- sorry -- waste by depletion and beneficial use.**

**The aforesaid Motion was seconded and the Board voted to approve the Motion.**

Appearing on behalf of Applicant at the hearing on remand were Attorneys Dale E. Cottingham of the Crowe Dunlevy law firm in Oklahoma City, Oklahoma, together with Dean A. Couch, of the firm of Couch H2O Law, PLLC. from Arcadia, Oklahoma. The Protestants were represented by Eric R. King, of the Fellers Snider law firm, of Oklahoma City, Oklahoma. The hearing was opened, appearances were entered, witnesses were sworn and testified, evidence was admitted, the protestants' protest was heard, and the hearing was adjourned. Thereafter, a proposed order on remand was prepared, served on the parties, and presented to the Board for consideration and action at an upcoming meeting. It is noted that Applicant's Exhibit 41, which was represented to be a water management plan, was not admitted into evidence and that Applicants' counsel made or attempted to make an offer of proof as to the exhibit to which the Protestants objected as the exhibit was not authenticated by its author and the offer was improper, which objection was sustained.

Colby George of the George Water Well Drilling Company, was sworn in as a witness in the Hearing on remand on January 8, 2025, for the Applicant. According to Mr. George, Exhibit # 37 was a Well Report for Test Hole #1 drilled on July 22, 2024, a report that Mr. George said was accurate and a sixty-foot well. Mr. George also noted that Test Hole #1 was on the east side of the property and produced a yield of 15 gallons per minute. Exhibit #37 was admitted without objection.

Continuing, Mr. George said that Exhibit #38 was a Well Report for Test Hole #2 that was drilled on July 23, 2024, that was an accurate report and a sixty-foot well. Mr. George noted that Test Hole #2 was on the east side of the property and produced a yield of 15 gallons per minute. Exhibit #38 was admitted without objection.

Continuing, Mr. George said that Exhibit #39 was a Well Report for Test Hole #3, that was drilled on July 23, 2024, that was an accurate report and a sixty-foot well. Mr. George noted that Test Hole #3 was as close as they could get of being in the middle of the property and it produced a yield of zero (0) gallons per minute. Exhibit # 39 was admitted without objection.

According to the Applicant's counsel, Dale Cottingham, Exhibit #41 was a Water Management Plan prepared by the NRCS, the successor to the Soil Conservation Service. The Protestants objected to the admission of Exhibit # 41 as it was not authenticated by its author. The Board's Hearing Examiner sustained the objection and Exhibit # 41 was not admitted into evidence.

Counsel for the Applicants asserted that the quantity of groundwater was sufficient for the Protestants and the Applicant. As to waste by depletion, no evidence was produced that waste by depletion would occur.

### **FINDINGS OF FACT**

### **OWNERSHIP OF LAND**

8. The title to the land is held by Winters Farms, LLC. *See* OWRB Exhibit 2. Ownership of the land was not disputed at the January 8, 2025, hearing on remand.

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

9. The land dedicated to this application overlies the Southwestern Oklahoma groundwater basin. Pursuant to the application, the maximum annual yield determination established by the Board is 2 acre-foot per year per acre of land. This was not disputed at the January 8, 2025, hearing on remand.

### **BENEFICIAL USE**

10. The proposed use of the groundwater is for agricultural use to grow cotton, wheat, alfalfa, or grass. *See* OWRB Exhibit 1. The beneficial use (agricultural use to grow cotton, wheat, alfalfa, or grass) of the groundwater by the Applicant, while questioned through the Protestants' attempt to wrongfully convert the statutory definition of "beneficial use" from its being an unambiguous objective standard into a subjective standard because of the Protestants' perception that granting the Applicant's groundwater application for agricultural use would not be beneficial to them in their respective cattle and livestock operations, was not legitimately disputed at the hearing. The Applicant's Manager Glen Winters testified that he intended to use a manifold system of irrigation to avoid cavitation of the pumps in his wells in putting the requested groundwater to the beneficial use of agriculture to grow cotton, wheat, alfalfa or grass.

### **WASTE BY DEPLETION**

11. No testimony was presented at the January 8, 2025, hearing on remand that Waste by Depletion will occur by the granting of the application for a permit and no evidence was admitted that waste by depletion will occur should the application be granted. Protestant David Parson expressed his fear through his testimony that waste by depletion would occur should the requested permit be issued.

The Protestants failed to introduce any evidence to substantiate that any waste by depletion will occur should the requested permit be granted by the OWRB. The Applicant's Manager, Glen Winters, testified that the Applicant will not use more water than is allocated by the permit, that following the water management plan Applicant will use a pivot irrigation system, and the Applicant will ensure efficiency by use of manifolding the wells together to avoid cavitation. Through Glen Winters testimony, the Applicant has expressly shown the method the Applicant intends to use for irrigating a particular area, that being the approximate area of crops to be irrigated consisting of 118 acres as provided in the Application (*See* OWRB Exhibit 1), which method information has been furnished to the OWRB, and which OWRB now has the authority to determine that waste will not occur. Glen Winters also testified that he wanted no more or less water than he was entitled to, based on the 2-acre feet of water each year requested for the 149.64-acre property dedicated to this Application.

### **WASTE BY POLLUTION**



12. No testimony was presented at the hearing that there would be any waste by pollution and no evidence was admitted that that waste by pollution will occur should the application be granted.

### **WELL SPACING EXCEPTION REQUESTED**

13. Based on distances estimated from locations shown on OWRB Exhibit 7, seven (7) of the eight (8) Applicant's wells may be located within 1,320 feet of authorized existing wells on lands owned by another. The Applicant's lone well that does not appear to be located within 1,320 feet of an authorized existing well that is in the NW 1/4 of NW 1/4 of the NW 1/4 of Section 30 and is identified by well log #136680 that was drilled for Glen Winters in 2010 with a then-estimated yield of six (6) gallons a minute to provide water for 800 p each trees.

Applicant's wells #193518 and #193519 are located in the SW 1/4 of the SW 1/4 of the NW 1/4 of T3N, R19W1M and based on distances estimated from well locations depicted in OWRB Exhibit 7, and Applicant's wells #193518 and #193519 appear to be within 1,320 feet of two wells located on Exhibit 7, one designated as #31843 and the other designated as #36034. *See* OWRB Exhibit 7.

Well #36034 appears to be on lands owned by Michael and Kimberly Maahs as indicated on the Surface Estate Owners Map (OWRB Exhibit 1) who were given notice of the Application by certified mail and who did not file a protest (OWRB Exhibit 7). Accordingly, a location exception based on non-objection should be granted.

Well #31843 on OWRB Exhibit 7, sometimes referred to as the Carrie Thornton Well, is located on the 1.18-acre property owned by Protestant David Parson who uses his one and only well for his small cattle and livestock operation, and the Applicant well #193518 is within 1,320 feet of well #31843. Protestant David Parson hand-marked OWRB Exhibit 7 from his memory with a circle where he believes his well is located (Protestants' Exhibit 24). Glen Winters testified that, according to the OWRB Map (OWRB Exhibit 7), well #31843 is located on lands above the underlying North Fork of the Red River groundwater basin and not under lands above the Southwestern Oklahoma groundwater basin, which is the groundwater basin at issue herein. It is noted that the drilling logs provided by Wade Drilling and Pump Service, LLC. on Parson Well (Protestants' Exhibit 23) evidences an estimated yield of 25 gallons per minute for only 6 minutes. OWRB Exhibit 7 is a OWRB Map that depicts well #31843 of the Protestant David Parson to be located outside of the Southwestern Oklahoma groundwater basin. Accordingly, under OAC 785:30-3-6(a)(3), in pertinent part, provides "...no new well or proposed well(s) shall be authorized by temporary permit to be drilled and completed within one thousand three hundred and twenty (1,320) feet of an authorized existing well or proposed well on lands of another, provided the well is capable of taking water from the same basin". (*See* OWRB Exhibit 7).

Applicant's well #194535 is located in the SW 1/4 of the NW 1/4 of the NW 1/4 of Section 30, T3N, R19 W1M, is within 1,320 feet of the well designated on OWRB Exhibit 7 as well #22031, and appears to be on lands owned by Debra Mardis. Ms. Mardis received the notice of the Application by certified mail and did not file a protest. Applicant's well #194535 together with Applicant's wells #194533, #193516 and #195517 also appear to be located within 1,320 feet of the well designated on OWRB Exhibit 7 as well #22030, which appears to be located on lands owned by Charles Dobbs who likewise filed no protest (OWRB Exhibit 7). Accordingly, a location exception based on non-objection should be granted.

Protestant Carl Wayne Whitaker, who uses one of his two wells solely for his small cattle operation, previously testified at the 2024 Hearing that that he has two wells on the 147.00-acre tract of land he leases from his Father-in-Law, Wesley Churchwell, yet neither of such wells appear on any OWRB maps as they are used for domestic use. Applicant's wells #136680, #194535, and #194536, are located within 1,320 feet of the one and only well used by Protestant Carl Wayne Whitaker for his small cattle operation which includes eleven (11) cows and eleven (11) calves.

It is noted that the drilling logs by Wade Drilling and Pump Service, LLC. on Whitaker Well #1 and #2 provided by Protestant Carl Wayne Whitaker (Protestant Exhibits 27 and 28) evidences an estimated yield of 8 gallons per minute.

### **CONCLUSIONS OF LAW**

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

#### **USE OF GROUNDWATER**

14. Under 60 O.S. § 60, the owner of the surface of a given tract of land owns the fresh groundwater beneath the surface of that land. That surface owner may use such groundwater in accordance with the use regulations imposed by the Oklahoma Groundwater Law, 82 O.S. § 1020.1 et seq.

#### **SUBJECT MATTER JURISDICTION**

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

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

16. Due and proper notice of the application and subsequent proceedings was given to all potentially interested persons as required by law, except surface estate owners Sherrie Reaser and Charles and Tresa Garrett, whose notifications sent by certified mail were returned "unclaimed" (under OAC 785:4-7-7, Judicial Notice is taken of these records on file with the OWRB); Applicant's Exhibit 19. It is uncontested that the Applicant's Manager Glen Winters telephoned Sherrie Reaser and Charles and Tresa Garrett to inform each one of the notification of the deadline date in which to file a protest to the Applicant's groundwater permit application sent to them by certified mail, and that neither Sherrie Reaser nor Charles and Tresa Garrett, subsequently picked up their Applicant-sent certified mail notifications. Applicant and Protestants are interested parties to this proceeding. All other potentially interested persons have defaulted or abandoned their interests. Oklahoma Administrative Code ("OAC") 785:4-7-3.

#### **DOMESTIC USE**

17. Under the provisions of 82 O.S. §1020.1(2), in pertinent part, "...the use of water by a natural individual or by a family or household for household purposes, **for farm and domestic**

**animals up to the normal grazing capacity of the land...**" (emphasis added), is defined by statute to be "domestic use".

### **ISSUES TO BE DETERMINED**

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

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

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

### **OWNERSHIP OF LAND**

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

### **GROUNDWATER BASIN**

20. The dedicated land in this Application overlies the Southwestern Oklahoma groundwater basin. The maximum annual yield for this basin is 2 acre-foot per acre per year. This issue was not challenged at the hearing on remand. Therefore, based on that maximum annual yield, Applicant is entitled to a groundwater allocation of two acre-foot per acre per year, as provided in 82 O.S. § 1020.11(8). It is noted that the one well of Protestant David Parson, well #31843, overlies the North Fork of the Red River groundwater basin, and as such, well #31843 is not capable of taking water from the same basin (i. e., Southwestern Oklahoma groundwater basin) (*See* OAC 785:30-3-6(a)).

### **BENEFICIAL USE**

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



“Beneficial use” means the use of such quantity of stream or groundwater when reasonable intelligence and reasonable diligence are exercised in its application for a lawful purpose and as is economically necessary for that purpose. Beneficial uses include but are not limited to municipal, industrial, agricultural, irrigation, recreation, fish and wildlife, etc.”

22. Although beneficial use was not legitimately disputed or challenged at the hearing on remand, the evidence established that Applicant’s proposed agricultural use to grow cotton, wheat, alfalfa, or grass, meets the definition of beneficial use. The Protestants assert as a conclusion of law that the Applicant has the burden of proof that the use to which it intends to put the water is a beneficial use without any citation of legal authority in support, be it statute, administrative rule, or case law.

### **WASTE BY DEPLETION**

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

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

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

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

24. According to the case of *Lowery v. Hodges*, 1976 OK 132, ¶18-19, 555 P. 2d 1016, to satisfy the requirements of 82 O.S. §1020.9 that the evidence in a case must show that waste will not occur,

...an applicant must show what method he intends to use for irrigating a particular area; but once that information has been furnished the Board [OWRB], it [OWRB] then has the authority to determine that waste will not occur. If the Protestants think that waste will occur, they would need to present that evidence to the Board [OWRB] for its consideration.

If the plans submitted to the Board do not on their face demonstrate such waste, and the Protestants fail to introduce evidence that waste will occur, the statute [82 O.S. §1020.9] has been satisfied and further questions concerning waste must await completion of the project.

In this case, the Applicant changed its irrigation plan to that of central pivot irrigation which ties in to its planned manifold system for irrigation of its property.

25. The Board acknowledges Protestants’ joint written concerns about the groundwater supply in the area and that existing water wells could be adversely affected by Applicant’s withdrawal of groundwater from the same basin. However, there is no basis in this case to determine that Applicant’s proposed use will be impermissible or unlawful. The legislative policy expressed in the Oklahoma Groundwater Law is “to utilize the groundwater resources of the state.” 82 O.S. § 1020.2(A). To implement that policy, the Oklahoma Groundwater Law authorizes the controlled reduction of a groundwater basin as long as that reduction is done in an orderly fashion according to the statutory scheme for reasonable restrictions on such use. The surface owner or lessee of land overlying a fresh groundwater basin is entitled to use the groundwater beneath the surface once certain elements of the Oklahoma Groundwater Law have been met. Here the application is in accordance with and not contrary to the law and rules.

### **WELL SPACING EXCEPTION REQUESTED**

26. Applicant is seeking a well spacing exception. To qualify for a spacing exception, Applicant must show that completing a new well that would satisfy the spacing requirements of OAC 785:30-3-6(a), would be inequitable or unreasonable. The well spacing for bedrock groundwater basins or subbasins is 1,320 feet. OAC 785:30-3-6(a). According to OWRB’s Exhibit 1, the well spacing exception is for all of the eight wells in this application. Under OAC 785:30-3-6(a)(3), the well on lands of another (well #31843 of Protestant David Parson, according to the uncontested testimony of Glen Winters, is located above the underlying North Fork of the Red River groundwater basin) and as such, well #31843 of Protestant David Parson, being located outside of the overlying Southwestern Oklahoma groundwater basin, is incapable of taking water from the same groundwater basin. (See OWRB Exhibit 7). It is noted that the low-flow readings from the Protestants actual drilling logs (Protestants’ Exhibits 23, 27, and 28) supports the well spacing exception request to be unreasonable to deny.

27. OAC 785:30-3-6(b)(1) gives the following examples of situations where enforcing the well spacing requirements would be inequitable or unreasonable. First, the Board considers whether the exception is met with protest. Here, the exception is met with protests. Second, the Board takes into consideration the amount and/or dimensions of the land dedicated to the permit and whether same allows for compliance with the spacing requirements. However, evidence did establish that the location of the wells was based on available area. Third, in situations where the well has already been drilled, the Board considers when the well was drilled in relation to the determination of the maximum annual yield. Here, the wells in question have been drilled. Finally, the Board looks to the remainder of the dedicated land and to the amount of groundwater available to the Applicant if wells were drilled in locations that would meet the spacing requirements. No evidence was offered to show that if the wells were drilled elsewhere there would be sufficient water to meet the Applicant's needs.

27. Because there were protests filed with respect to the well spacing exception, requiring Applicant to satisfy the spacing requirements of 785:30-3-6(a), in light of the remainder of the evidence presented, would be inequitable and unreasonable.

28. The Board concludes that **the Well Exception Request should be granted.**

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

#### **WASTE BY POLLUTION**

30. The provisions of 82 O.S. § 1020.15(A)(7) provide the Board shall not permit any groundwater user to commit waste by "permitting or causing the pollution of a fresh water strata or basin through any act which will permit fresh groundwater polluted by minerals or other waste to filter or otherwise intrude into such a basin or subbasin." Therefore, the Board concludes that waste by pollution will not occur.

#### **CONCLUSION**

31. The Board hereby orders that application no. 2022-0573 in the name of Winters Farms, LLC. shall be and is hereby **APPROVED**. The Well Exception Request is **GRANTED**.

#### **ORDER**

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Application No. 2022-0573 in the name of Winters Farms, LLC. shall be and the same is hereby approved. A permit shall be issued which authorizes the eight (8) groundwater wells located as follows:

1 Well: NE ¼ of SW ¼ of NW ¼ of Section 30, Township 3 North, Range 19 West, Indian Meridian, Jackson County;

1 Well: NW ¼ of NW ¼ of NW¼ Section 30, Township 3 North, Range 19 West, Indian Meridian, Jackson County;

3 Wells: SW ¼ of NW ¼ of NW ¼ of Section 30, Township 3 North, Range 19 West, Indian Meridian, Jackson County;

1 Well: NW ¼ of SW ¼ of NW ¼ of Section 30, Township 3 North, Range 19 West, Indian Meridian, Jackson County; and,

2 Wells: SW ¼ of SW ¼ of NW ¼ of Section 30, Township 3 North, Range 19 West Indian Meridian, in Jackson County.

IT IS FURTHER ORDERED that all other terms and provisions set forth in the application and not inconsistent with provisions of this Order shall be incorporated into and made a part of the permit.

IT IS SO ORDERED by the Oklahoma Water Resources Board in regular and open meeting this 18 day of March, 2025.

OKLAHOMA WATER RESOURCES BOARD

*Jennifer Castillo*

Chairman

ATTEST:

*Suzanne V. Landess*  
Secretary

(SEAL)



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

RECEIVED  
MAR 28 2025  
OKLAHOMA WATER RESOURCES BOARD

IN THE MATTER OF THE APPLICATION OF )  
WINTERS FARMS, LLC FOR A PERMIT TO )  
USE GROUNDWATER IN JACKSON ) Permit Application No. 2022-0573  
COUNTY, OKLAHOMA )

**PROTESTANT'S MOTION FOR RECONSIDERATION**

COMES NOW the Protestant David Parson, and vehemently objects to the issuance of the Findings of Fact, Conclusions of Law and Board Order on Remand issued March 18, 2025, and received by counsel for David Parson via certified mail on March 28, 2025, and moves for reconsideration of same.

Please be advised, and this pleading will memorialize, the fact that at the end of the hearings on three cases, on March 18, 2025, while the record was still open, counsel for David Parson in open court moved to set aside or vacate the decision of the Oklahoma Water Resources Board ("OWRB"). Counsel for David Parson explained at that time the reason for vacating the decision and/or setting aside the decision in the Winters Farms case was that the Protestant determined there was a conflict of interest involving one of the OWRB members and Winters Farms in the matter, but that deliberation/determination should be made in executive session of the OWRB.

The Chair of the OWRB acknowledged on the record that such motion was duly noted and stated that the objection and motion would be heard at the next OWRB regular meeting.

Furthermore, Parson's counsel requested a copy of the recording of the March 18 hearing and which copy has not been received.

WHEREFORE, the Protestant David Parson respectfully requests the Order issued in the Winters Farms case be vacated or stayed instanter, to allow due process, to allow David Parson to present the evidence of the conflict of interest and to allow the Motion to be filed confidentially with the OWRB and the details of such conflict of interest properly placed before the OWRB in executive session; and furthermore, we respectfully request the Protestant's motion for reconsideration be granted.

Respectfully submitted,



---

Eric R. King, OBA No. 5029  
FELLERS SNIDER BLANKENSHIP  
BAILEY & TIPPENS, P.C.  
100 N. Broadway, Suite 1700  
Oklahoma City, OK 73102-8820  
Telephone: (405) 232-0621  
Facsimile: (405) 232-9659  
Email: [eking@fellerssnider.com](mailto:eking@fellerssnider.com)  
Attorneys for Protestant, David Parson

### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the 28<sup>th</sup> day of March, 2025, a true and correct copy of the above and foregoing was electronically mailed to the following:

Dale E. Cottingham  
[dale.cottingham@crowedunlevy.com](mailto:dale.cottingham@crowedunlevy.com)

Craig M. Regens  
[craig.regens@crowedunlevy.com](mailto:craig.regens@crowedunlevy.com)

Dean A. Couch  
[dean.couch@okh2o.com](mailto:dean.couch@okh2o.com)

Lewis T. LeNaire  
[lewis.lenaire@crowedunlevy.com](mailto:lewis.lenaire@crowedunlevy.com)



---

Eric R. King

RECEIVED  
APR 04 2025  
OKLAHOMA WATER RESOURCES BOARD

BEFORE THE OKLAHOMA WATER RESOURCES BOARD  
STATE OF OKLAHOMA

IN THE MATTER OF THE APPLICATION OF )  
WINTERS FARMS, LLC FOR A PERMIT TO ) Application No. 2022-573  
USE GROUNDWATER )

**APPLICANT’S RESPONSE AND OBJECTION TO**

**PROTESTANT’S MOTION FOR RECONSIDERATION**

Pursuant to 75 O.S. §§ 316 and 317(A), the Applicant, Winters Farms, LLC (“Applicant”), hereby responds and objects to the Motion for Reconsideration (“Motion”) filed by the Protestant, David Parson, (“Protestant”). On March 18, 2025, the Oklahoma Water Resources Board (the “OWRB”) voted unanimously to approve Applicant’s temporary groundwater use permit and issued the Findings of Fact, Conclusions of Law and Board Order on Remand (the “Order”). After the OWRB’s final agency action, Protestant moved to set aside the Order due to an alleged conflict of interest impacting an OWRB member and Applicant. Protestant’s Motion is ill-conceived, unsupported by law, and attempts to defy the determinations of the OWRB. In support of its motion, Applicant states as follows:

**ARGUMENT AND AUTHORITIES**

**I. The Applicable Legal Standards.**

75 O.S. § 316 provides that a party may seek to disqualify a hearing examiner or agency member for “inability to give a fair and impartial hearing . . .” A party must make such request “by filing an affidavit, promptly upon discovery of the alleged disqualification, stating with particularity the grounds” upon which such claim is raised. *Id.* (emphasis added). The Oklahoma Supreme Court “has repeatedly rejected appellate claims of partiality where the complaining party never sought disqualification at the administrative proceeding under 75 O.S.2011, § 316.” *Leo v. Oklahoma Water Res. Bd.*, 2023 OK 96, ¶ 48, 536 P.3d 939, 954 (citing *Lowrey v. Hodges*, 1976



OK 132, ¶ 23, 555 P.2d 1016, 1024; *Robbins v. Okla. Alcoholic Bev. Control Bd.*, 1969 OK 202, ¶ 19, 461 P.2d 610, 613) (emphasis added). Section 316 is interpreted as requiring a party to raise a disqualification claim during an administrative proceeding and promptly file an affidavit immediately upon discovery of such issue—a mandatory step based on the plain language of the statutory provision. *Id.*, ¶ 49 (citing *Robbins*, 1969 OK 202, ¶ 19, 461 P.2d at 613 (The prompt affidavit requirement is one of “substance and not merely of form” and is a mandatory step for an appellant seeking disqualification during the administrative proceeding.)).

Section 317 states that a party may make a request to rehear, reopen, or reconsider a final agency order within ten (10) days of such order. 75 O.S. § 317(A). However, the grounds for a request must be either:

1. Newly discovered or newly available evidence, relevant to the issues;
2. Need for additional evidence adequately to develop the facts essential to proper decision;
3. Probable error committed by the agency in the proceeding or in its decision such as would be ground for reversal on judicial review of the final agency order;
4. Need for further consideration of the issues and the evidence in the public interest; or
5. A showing that issues not previously considered ought to be examined in order properly to dispose of the matter.

*Id.* The scope of such review is limited to the five grounds contemplated in Section 317. *See* 28 Okla. Op. Att’y Gen. 181 (1999). Further, “[u]nder the Oklahoma APA, the time and grounds available for rehearing, reopening or reconsideration of an order are extremely limited.” *Id.* (emphasis added).



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

IN THE MATTER OF THE APPLICATION OF     )  
WINTERS FARMS, LLC FOR A PERMIT TO     ) Application No. 2022-573  
USE GROUNDWATER                             )

**APPLICANT’S RESPONSE AND OBJECTION TO**

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OK 132, ¶ 23, 555 P.2d 1016, 1024; *Robbins v. Okla. Alcoholic Bev. Control Bd.*, 1969 OK 202, ¶ 19, 461 P.2d 610, 613) (emphasis added). Section 316 is interpreted as requiring a party to raise a disqualification claim during an administrative proceeding and promptly file an affidavit immediately upon discovery of such issue—a mandatory step based on the plain language of the statutory provision. *Id.*, ¶ 49 (citing *Robbins*, 1969 OK 202, ¶ 19, 461 P.2d at 613 (The prompt affidavit requirement is one of “substance and not merely of form” and is a mandatory step for an appellant seeking disqualification during the administrative proceeding.)).

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1. Newly discovered or newly available evidence, relevant to the issues;
2. Need for additional evidence adequately to develop the facts essential to proper decision;
3. Probable error committed by the agency in the proceeding or in its decision such as would be ground for reversal on judicial review of the final agency order;
4. Need for further consideration of the issues and the evidence in the public interest; or
5. A showing that issues not previously considered ought to be examined in order properly to dispose of the matter.

*Id.* The scope of such review is limited to the five grounds contemplated in Section 317. *See* 28 Okla. Op. Att’y Gen. 181 (1999). Further, “[ ] under the Oklahoma APA, the time and grounds available for rehearing, reopening or reconsideration of an order are extremely limited.” *Id.* (emphasis added).

## **II. Protestant's Motion Must Be Dismissed for Failure to Timely Seek Disqualification, and for Failure to File an Affidavit, Before the OWRB Rendered its Decision.**

Under the plain language of the statutory provision, Protestant was required to raise a disqualification claim immediately upon discovery of the alleged conflict of interest. *See* 75 O.S. § 316; *see also Lowrey*, 1976 OK 132, ¶ 23, 555 P.2d at 1024. Instead, under the guise of due process, Protestant strategically waited to raise his unfounded claim until the OWRB rendered its decision. The OWRB requested a hearing on remand on February 28, 2024. However, Protestant filed the Motion after the hearing on remand completed on January 8, 2025 and the OWRB rendered its decision on March 18, 2025. Indeed, Protestant gave an oral motion immediately before the OWRB adjourned its meeting and closed the record. *See* Hearing Tr., 33:5-35:10, March 18, 2025. (Ex. 1, Hearing Transcript.) Section 316 clearly provides that disqualification claims must be raised before the applicable hearing or proceeding is complete.

Moreover, Protestant's motions and the record are devoid of any grounds upon which the claim was raised, and Protestant failed to file an affidavit pursuant to Section 316. When considering a Section 316 disqualification request, Oklahoma courts have consistently reviewed the record to determine whether a prejudicial error was rendered. *Lowrey*, 1976 OK 132, ¶ 23, 555 P.2d at 1024 ("The Board approached this matter in great detail and the final findings and decision were left to the Board itself after arguments of counsel."). In both Protestant's oral motion and the Motion, Protestant declined to provide any facts supporting his claim that the OWRB could not provide a fair and impartial proceeding. In contrast, the OWRB Chair provided specific factual and legal reasoning in support of approving the Order. *See* Hearing Tr., 31:17-21, March 18, 2025 ("And I will state, in support of my motion [to approve the proposed order], before we take a vote, that it is based on my reading of the law, my reading of the record that was before us, and the evidence and...our charge to follow the law."') (emphasis added). Oklahoma courts have

consistently affirmed that Section 316 requirements are mandatory to timely raise a disqualification claim. Any attempt now by Protestant to bring a disqualification claim is untimely, and Protestant failed to meet any of the mandatory requirements under Section 316.

**III. Protestant's Motion Must Be Dismissed for Failure to Raise an Undue Influence Claim Before the OWRB Rendered its Decision.**

Protestant also failed to bring any undue influence claims before the Section 316 deadline. Oklahoma courts have repeatedly rejected unsupported undue influence claims filed after a final agency action. *See Leo*, 2023 OK 96, ¶¶ 49-50, 536 P.3d at 954 (“The Board members heard argument from each party at the Board meeting prior to the vote. The Board members also all had access to review the recording of four days of testimony and one day of public comment prior to the vote.”). Even if Protestant alleges an OWRB member had an undue influence during the hearing or proceeding, there is no evidence in the record supporting such a claim. Like the unsuccessful movant in *Leo*, Protestant had ample opportunity to bring forth a Section 316 undue influence claim, and both parties received a fair and impartial hearing. Simply put, there is no evidence that the OWRB was under pressure to make a biased determination.

**IV. Protestant's Motion Must Be Dismissed for Failure to Request Reconsideration under Proper Grounds in Violation of Section 317.**

Oklahoma authority interprets Section 317 to provide a narrow scope of permissible grounds to submit a Motion for Reconsideration. *See* 28 Okla. Op. Att'y Gen. 181 (1999). Such grounds are extremely limited and must be derived from clear statutory authority in accordance with the Oklahoma APA. Protestant raised his disqualification claim after the clock ran. Protestant not only filed after he was out of time, but also submitted motions unfounded in law. Accordingly, the OWRB lacks statutory authority to consider the motions. Protestant's futile effort to seek a favorable decision plainly falls outside the four corners of Section 317 and the scope of statutory

authority granted to the OWRB by the Oklahoma APA. Under the guise of unsubstantiated due process and conflict of interest claims, Protestant seeks to unravel the Order in an attempt to take a second bite at the apple.

**CONCLUSION**

For the reasons set forth above, Applicant respectfully requests the OWRB enter an order dismissing Protestant's Motion for Reconsideration.

Respectfully Submitted,



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**ATTORNEYS FOR APPLICANT WINTERS  
FARMS, LLC**

**CERTIFICATE OF SERVICE**

I hereby certify that on the 4th day of April, 2025, a true and correct copy of this document was emailed to the following persons:

Chrystal Krittenbrink  
Oklahoma Water Resources Board Hearings Clerk  
Cris.Krittenbrink@owrb.ok.gov

Glen Winters  
Winters Farm LLC  
Glen.Winters@okfb.com

Eric King  
Fellers Snider  
Eking@fellerssnider.com

Julie Montgomery  
Fellers Snider  
jmontgomery@fellerssnider.com

A handwritten signature in black ink that reads "Dale Cottingham". The signature is written in a cursive, slightly slanted style.

---

Dale E. Cottingham

TRANSCRIPT OF AUDIO RECORDING  
EXCERPT FROM THE SPECIAL CONSIDERATION HEARING  
BEFORE THE OKLAHOMA WATER RESOURCE BOARD  
CHAIRMAN JENNIFER CASTILLO  
HAD IN OKLAHOMA CITY, OKLAHOMA  
ON MARCH 18, 2025

WORD FOR WORD REPORTING, L.L.C.  
620 N. ROBINSON  
SUITE 202  
OKLAHOMA CITY, OKLAHOMA 73102  
(405) 232-9673

TRANSCRIBED BY JENESSA KENDALL KALSU, C.S.R.

\* \* \* \* \*

(Beginning transcription of audio  
recording at time stamp 1:05:18.)

CHAIRMAN CASTILLO: Okay. I believe that  
was at least our five minutes, if not a few extra.  
So let's come back onto the record this morning.

And make sure everybody's technology is  
working and we can see what we need to see.

Everybody good?

(No audible response.)

CHAIRMAN CASTILLO: Okay. Mr. Neel, you  
are recognized again, but this time let's move into  
our Special Consideration agenda.

So I'm going to hand it over to you for  
the Application for a Temporary Groundwater  
Right No. 2022-573, Winters Farms, LLC, Jackson  
County, Oklahoma.

Mr. Neel, if you would like to give us our  
summary.

MR. NEEL: Thank you, Madam Chair.

Members of the board, we have heard this  
permit before. And I'll go through and give a -- a  
brief history. On October 31st, 2022, Winters  
Farms, LLC, referred to as "The Applicant,"  
submitted an Application for a Temporary Groundwater



1 Permit 2022-573, requesting authorization of  
2 299.3 acre feet of groundwater for the purpose of  
3 irrigation from 8 wells in the southwest Oklahoma  
4 Minor Groundwater Basin, which has established well  
5 spacing of 1,320 feet.

6 And this is in Jackson County, I believe?

7 CHAIRMAN CASTILLO: Yes.

8 MR. NEEL: Okay.

9 Applicant requested authorization to use  
10 the 299.3 acre feet of previously drilled  
11 groundwater wells for irrigation to grow cotton,  
12 wheat, alfalfa and grass.

13 The application requested well spacing  
14 exceptions and was protested by David and Amy Parson  
15 and Carl Wayne Whitaker, referred to as "Protestant  
16 Parsons" and "Protestant Whitaker."

17 The hearing was set for February 28th,  
18 2024. The order from that hearing approved that  
19 application and granted well spacing exceptions.

20 During the testimony, Applicant could not  
21 provide evidence that test wells were drilled on the  
22 east side of the property, which would have been  
23 outside of the well spacing requirements.

24 At the May 2024 board meeting, Mr. Gorman  
25 made a motion to remand the application back to the

1 hearing examiner.

2 The hearing on remand commenced on  
3 January 8th, 2025, at the board's office in Oklahoma  
4 City.

5 During the hearing, Colby George, of  
6 George Water Well Drilling Company, testified to  
7 drilling three test wells on the east side of the  
8 property -- I believe this was in July of 2024,  
9 after the first hearing -- which yielded fifteen,  
10 fifteen and zero gallons per minute.

11 There's a map, I believe, in that packet,  
12 and I have a blow up of that map showing the area,  
13 if you would all like that for reference.

14 The three test wells are on the east side  
15 of the property. They were drilled to 60 feet and  
16 subsequently plugged.

17 From this evidence, the hearing examiner  
18 concluded that meeting the well spacing requirements  
19 would be inequitable and unreasonable.

20 In the Order presented here to you today,  
21 the hearing examiner recommends approving the  
22 application for the well spacing exception.

23 Protestants filed exception to the Order  
24 and argued that Applicant did not do their due  
25 diligence in meeting well space requirements

1 regarding drilling of add -- additional test wells.

2 Protestants' exceptions also indicate that  
3 although the wells were drilled prior to 2019, they  
4 were not put to use; and therefore, do not meet the  
5 qualifications of Chapter 30-3-6(e)(1)(c), which  
6 states that the board may consider granting a well  
7 spacing exception if the wells were drilled prior to  
8 the May Order or October 1st, 2019.

9 So that piece of language basically states  
10 if the wells were there, you can use them, if they  
11 were being used prior to those dates.

12 The exceptions argue that these wells were  
13 not put to use, they were drilled before -- or at --  
14 they were drilled, but not put to use.

15 Representing the Applicant today, I  
16 believe the Applicant Glen Winters is here, with  
17 their representation Dale Cottingham; and the  
18 Protestant, Eric King, is here. And um --

19 The Parsons -- Are the Parsons here?

20 At this time, if you have any questions, I  
21 will try to answer or we can ask the Applicants and  
22 Protestants.

23 CHAIRMAN CASTILLO: Let's -- let's start  
24 with any questions that the board may have for  
25 Mr. Neel, and then we will hear presentation by

1 Mr. Cottingham, who represents the Applicant.

2 Is that correct?

3 UNIDENTIFIED SPEAKER: Are these the same  
4 thing? These are the test wells that show the --

5 MR. NEEL: You've got the map there. This  
6 is just updated, showing the test wells locations.

7 (Inaudible chatter.)

8 CHAIRMAN CASTILLO: Thank you. Okay.

9 MR. LATHAM: I've got a question.

10 CHAIRMAN CASTILLO: Okay. Mr. Latham,  
11 would you turn your microphone on? Thank you.

12 MR. LATHAM: So it was remanded back for  
13 additional investigation, correct?

14 MR. NEEL: It was remanded back to the  
15 hearing examiners, correct. The -- I believe the  
16 Whitaker well is up here on this parcel of land,  
17 just north of the dedicated land; and the Parsons  
18 well is down here.

19 MR. LATHAM: Was that just for additional  
20 investigation or did they also come up with a  
21 recommendation?

22 MR. NEEL: In this Order? Or --

23 MR. LATHAM: The hearing examiner --  
24 (Inaudible.)

25 MR. NEEL: So it was remanded back by the

1 board to investigate whether there was water on  
2 basically the east side of the property.

3 MR. LATHAM: So that was the test wells  
4 that were drilled?

5 MR. NEEL: That was the test wells that  
6 were drilled that produced, towards the east,  
7 fifteen, fifteen, and the well -- according to the  
8 well log, the test well known as centers has zero  
9 gallons per minute, or was. These wells -- test  
10 wells have been plugged. According to Chapter 35,  
11 those wells needed to be plugged within 60 days.

12 MS. SARA GIBSON: That's from -- the  
13 original remand was to obtain more evidence  
14 regarding the availability of water on other parts  
15 of the dedicated land and to obtain more evidence  
16 regarding waste by depletion and beneficial use.

17 MR. LATHAM: Was there any conclusion of  
18 the -- (Inaudible words.)

19 MS. SARA GIBSON: The hearing examiner did  
20 make a recommendation.

21 MR. NEEL: The hearing examiner  
22 recommended allowing the permit with the wells  
23 spacing exceptions. The examiner felt like they did  
24 their due diligence.

25 CHAIRMAN CASTILLO: Are there other

1 questions for Mr. Neel?

2 (No audible response.)

3 CHAIRMAN CASTILLO: Okay. Thank you.

4 At this time, we would recognize  
5 Mr. Cottingham, representing the Applicant, Glen  
6 Winters, Winters Farm -- Winters Farms, LLC in  
7 Jackson County.

8 Mr. Cottingham, we're going to give each  
9 party -- or each -- yeah, party five minutes to make  
10 a presentation.

11 And Tamara is going to be our official  
12 timekeeper.

13 MR. COTTINGHAM: Thank you, for the time,  
14 Madam Chairman, members of the board.

15 This is the second time this application  
16 for permit has appeared in front of you. The first  
17 time, the matter was remanded -- and I have a copy  
18 of the transcript from the May 21 hearing on the  
19 meeting of the board. And this was the motion by  
20 Mr. Gorman.

21 "I'd make a motion to remand this  
22 application back to the hearing officer to obtain  
23 more evidence regarding the availability --  
24 availability of water on other parts of the  
25 dedicated land and also to obtain more evidence

1 regarding the waste -- sorry -- waste by depletion  
2 and beneficial use."

3 And that motion was approved by the board  
4 and the matter went back for a hearing, that which  
5 occurred in January of this year, for the remand.

6 And those were the two issues before the  
7 hearing officer to take evidence in regard to those.

8 Hearing Officer did so, the hearing  
9 officer made the recommendation to this Court that  
10 the application be approved, including the spacing.

11 Now, I do want to make a comment in regard  
12 to Mr. Neel's comments about the position that was  
13 advanced by Protestants, in regard to looking at  
14 785:30-3-6(b), which is the location exception rule.

15 The language that Mr. Neel referred to is  
16 one of four examples that is given by this rule  
17 about the reasons why the board can find that it's  
18 appropriate to issue a location exception.

19 It's number (c): "The well requested to  
20 be authorized is a well which was drilled,  
21 completed, and used prior to the date of the maximum  
22 annual yield determination or prior to October of  
23 2019, within temporary basins in which this does not  
24 meet the spacing requirements of this section." [As  
25 read.]

1 But that's only one, there were three  
2 others.

3 The other -- the fourth one, (d), that is  
4 the one that we fit under. Let me recap: "The  
5 Applicant presents substantial and competent  
6 evidence to the board, and the board determines that  
7 the amount of groundwater available in locations  
8 that would meet the spacing requirements is  
9 insufficient for permits to be authorized." [As  
10 read.]

11 That is the exception we need.

12 The position that was advanced by  
13 Protestants and the exceptions confused this.  
14 They -- it seems to me, their reading of this  
15 particular rule or rather this regulation is to  
16 conflate. And they have conflated this (c) with  
17 (d). The exception -- the rule doesn't do that.  
18 These are various exceptions.

19 The evidence that was presented on  
20 January 8th, 2025, is as follows: "Regarding the  
21 availability of water and the sufficiency of water,  
22 and other parts of the property that meet the  
23 location exception..."

24 Mr. Winters, Winters Farms, and clearly it  
25 says here: "Authorize the drilling of three test



1 wells." [As read.]

2 Those are identified in this plat that --  
3 that --

4 I have taken one minute or I have one  
5 minute?

6 MS. TAMARA LILLY: You have one minute.

7 MR. COTTINGHAM: Okay. Well, I'll be  
8 quick.

9 So we drilled three test holes and they  
10 show insufficient water. The only evidence that was  
11 offered in regard to the availability or sufficiency  
12 of the water was that of Mr. Winters, the water was  
13 insufficient to the purpose to which he wants to use  
14 the water.

15 In regard to beneficial use, it is the  
16 position of Protestants that it is the obligation of  
17 the permit of the Applicant to show that waste or a  
18 depletion will not occur.

19 And the position of our Protestants is we  
20 didn't meet that.

21 However, the Lowery case makes clear that  
22 if we show the amount -- if we show the method of  
23 irrigation -- which we did, we showed the method of  
24 irrigation in great detail -- and the burden will  
25 then shift -- and we also learned how hard -- do you

1 know what (inaudible word) for a water management  
2 plan. The evidence was that we were going to  
3 perform, to the tee, that plan.

4 With that evidence, the Lowery case says,  
5 "The burden then shifts."

6 It's up to the Protestants to show that  
7 waste will cause -- in that regard, Mr. Parsons  
8 testified that he fears that waste will occur;  
9 however, waste is -- if he's concerned about it, he  
10 agrees that waste will occur in the future.

11 And the Lowery case deals with that. That  
12 is a post-permit issuance issue. Meaning, we've  
13 satisfied our obligations. Winters Farms owns this  
14 property, Winters Farms owns the groundwater. It  
15 wants to put the groundwater to beneficial use.

16 This permit should be approved. I'm  
17 open -- I'm sorry I took longer than five minutes.

18 I am open to questions.

19 CHAIRMAN CASTILLO: Are there any  
20 questions for Mr. Cottingham at this time?

21 MR. LATHAM: I have one.

22 CHAIRMAN CASTILLO: Mr. Latham.

23 MR. LATHAM: So in looking at the three  
24 well tests that were performed, two being fifteen  
25 feet columns, I presume, or fifteen gallons per

1 minute, and one being zero. But is this amount of  
2 flow sufficient to not create waste, given the  
3 exception to spacing?

4 MR. COTTINGHAM: Our response is -- is  
5 this: First, the only evidence at the hearing  
6 that --

7 MR. LATHAM: I didn't ask what the  
8 evidence --

9 MR. COTTINGHAM: I'm going to get to --  
10 I'm going to get to the substance of this, but I'm  
11 wanting to talk about the evidence at the hearing  
12 first. The only evidence at the hearing was, "It's  
13 insufficient."

14 However, if you look at the plat, down in  
15 the far east of the property, two test wells were  
16 drilled, both made fifteen gallons per minute. The  
17 one in the middle was dry.

18 However, those on the west side of the  
19 property averaged thirty-eight gallons a minute.

20 And the evidence is that that is -- the  
21 water down toward the east is not sufficient to run  
22 the irrigation system that Mr. Winters has in mind.

23 CHAIRMAN CASTILLO: Other questions for  
24 Mr. Cottingham, at this time?

25 (No audible response.)

1 CHAIRMAN CASTILLO: Okay. Thank you.

2 MR. COTTINGHAM: Thank you.

3 CHAIRMAN CASTILLO: Okay.

4 MS. TAMARA LILLY: Six minutes and  
5 ten seconds.

6 CHAIRMAN CASTILLO: You went a total of  
7 six minutes and ten seconds.

8 So at this time, I would recognize  
9 Mr. King, who recognizes David and Amy Parson.

10 And you will be allowed the same  
11 six minutes and ten seconds.

12 MR. KING: Thank you, Madam Chair and the  
13 members of the Water Resource Board. The question  
14 was will the two -- two wells provided  
15 fifteen gallons per minute. And Mr. Cottingham  
16 would say, "Well, that's inefficient."

17 But fifteen gallons is twice as much as my  
18 clients are taking for their livestock. So there is  
19 no evidence in the record showing that it's  
20 insufficient.

21 I had a long presentation, which I'm going  
22 to have to shorten. So bear with me if I talk  
23 fairly quickly.

24 There is no evidence upon which the board  
25 could determine that waste will not occur. We told

1 you about the seven wells that were drilled that  
2 were never tested by a third party.

3 My clients had their wells tested by a  
4 disinterested third party. We know that their  
5 testing is accurate.

6 The wells on Winters Farms allegedly  
7 averaged thirty-eight gallons, was done with a  
8 bucket. That's how they tested it. That was the  
9 testing on it. There is no update on that. They  
10 were given a second bite at the apple. Never came  
11 through.

12 The Applicant, other than what they put in  
13 the initial application, did not present substantial  
14 evidence. They relied -- and the hearing examiner,  
15 for some reason, relied on the allegations in the  
16 application and said, "Well, that settles it."  
17 Insufficient evidence.

18 And about seven or eight times, this  
19 hearing examiner shifted the burden of proof from  
20 the Applicant -- which the statutes and also the  
21 rules clearly state the burden of proof is on the  
22 Applicant -- to the Protestants.

23 We didn't put on any evidence, because it  
24 was not our responsibility. And apparently, the  
25 hearing examiner thought otherwise.

1           Our exceptions -- and I would like to  
2 encourage you to read those -- should be granted and  
3 the proposed order rejected, because the Applicant's  
4 evidence does not show the requiring Applicant  
5 requiring the established well spacing to be  
6 inequitable or reasonable.

7           In the previous conversation, 2 acres --  
8 2 acre feet per acre, that's a lot of water.

9           My witness testified that even on  
10 twenty-five gallons, in four minutes, it ran dry.  
11 He's in the southwest corner.

12           Also, I have to point out that the map  
13 that you have been presented, if you look at the  
14 exceptions, this well 31843 is the Fulton well. It  
15 is not my client's well.

16           And yet, the hearing examiner found a  
17 well. That well is outside of this aquifer. So  
18 you're not even entitled to any kind of relief.

19           Well, the only evidence in these is when  
20 my client located his well clearly up to and well  
21 within this aquifer.

22           The hearing examiner managed to get it  
23 wrong. He said, "Oh, Mr. Parson only owns  
24 1.18 acres."

25           No, the testimony was that that was how

1 much the Fulton's own. He owns a much larger share  
2 of that southwest corner.

3 Once again, he doesn't understand. It is  
4 not the Protestants' burden of proof to show that if  
5 the wells were drilled elsewhere there would be  
6 sufficient water to meet the Applicant's needs.

7 The Applicant's burden to present  
8 substantial competence -- competent evidence to the  
9 board and the board determines that the amount of  
10 groundwater available in locations that would meet  
11 spacing requirements is insufficient for the  
12 purposes to be authorized.

13 Applicants simply failed to meet its  
14 burden of proof. It doesn't then shift to the  
15 Protestants.

16 The hearing examiner's statement that no  
17 evidence was offered to show that if the wells were  
18 drilled elsewhere there would be sufficient  
19 wastewater -- I'm sorry -- to meet the Applicant's  
20 needs, reflects his failure to understand whose  
21 burden of proof it is by rule and statute.

22 The Applicants said, "I want to grow  
23 cotton. I want to grow grass. I want to do  
24 alfalfa. I want to do this, that and the other."

25 "How much water will you need?" I asked.

1                   He couldn't answer. He hadn't done the  
2 study.

3                   Suddenly, this shifts to the Protestants?

4                   It cannot be this. He's the one that has  
5 the obligation to tell you, and the hearing  
6 examiner, he failed.

7                   MS. TAMARA LILLY: One minute.

8                   MR. KING: The -- I disagree,  
9 respectfully, with Counsel for the Applicant  
10 concerning the rules. It is set out in our  
11 exceptions rule, that the evidence did not establish  
12 that the location of the wells was spaced on  
13 available area. There's not one bit of evidence in  
14 there.

15                  So I respectfully request that the  
16 proposed order must be rejected.

17                  The hearing examiner's statements about  
18 "The Protestants didn't provide this, they didn't  
19 provide that." We had no obligation to do that.

20                  And so for those reasons, we respectfully  
21 request that this decision by the hearing examiner  
22 be reversed and this application be denied.

23                  Thank you very much.

24                  CHAIRMAN CASTILLO: Thank you.

25                  MR. KING: If you have any questions, I'm



1 happy to answer those.

2 CHAIRMAN CASTILLO: Are there any  
3 questions for Mr. King at this time?

4 (No audible response.)

5 CHAIRMAN CASTILLO: Okay. Board, at this  
6 point, we've heard presentation from staff and from  
7 the parties.

8 We can go into executive session to have  
9 this discussion, that would require a motion, a  
10 second, as well as a vote; or we can have discussion  
11 that you would like to have in the open setting.

12 (No audible response.)

13 CHAIRMAN CASTILLO: Okay. Not hearing a  
14 motion or any concern or need being expressed for  
15 executive session, so then let's move to any  
16 discussion that we need to have regarding the  
17 proposed order that is in front of us.

18 UNIDENTIFIED SPEAKER: Madam Chair, I  
19 would like to make a comment --

20 CHAIRMAN CASTILLO: Yes.

21 UNIDENTIFIED SPEAKER: -- as to the waste  
22 by depletion issue. On behalf of irrigators, if we  
23 allow this permit to be rejected because of the  
24 Applicant not properly defining that he will not --  
25 if you want to shut off all irrigation water -- this

1     guy has made every effort of showing exactly how  
2     he'd use the water, how the water will be applied.  
3     Those are standard agro -- agronomic practices  
4     commonly accepted. So this waste by depletion  
5     idea -- depletion idea is ludicrous.

6             Now, if what he says is going to happen  
7     does not happen, then yeah, we can come back and  
8     rescind or whatever.

9             But this is going to use the latest means  
10    possible, set up his irrigation to apply this water  
11    on commonly accepted crops. This waste by depletion  
12    issue is out the window, as far as I'm concerned.

13            Now, the well spacing issue, that is  
14    legitimate debate.

15            But I do think zero -- fifteen gallons a  
16    minute will not provide sufficient water to feed  
17    into a -- an efficient irrigation system.

18            You put up a quarter mile pivot, you need  
19    at least 300, 350 gallons a minute, at least,  
20    delivery or it is not worth the cost of the project  
21    or you're not going to be able to do what you need  
22    done.

23            So, you know, fifteen gallons a minute  
24    will water your livestock, but it's not going to  
25    operate a pivot. You've got to have more volume

1     than that to make it work.

2                 So I do think the Applicant has made  
3     legitimate effort to find water outside of the well  
4     space exemption, and did not find a sufficient  
5     water.

6                 Having said all of that, this is an area  
7     not known for lots of extra water. And my question  
8     to Counsel, or to Mr. Neel, is: If the Applicant is  
9     granted his permit, and then in the coming years the  
10    area wells all go run dry, what recourse, if any, do  
11    the area well owners have, if their wells -- there's  
12    interference and there's no water left for them?

13    That would be my question.

14                CHAIRMAN CASTILLO: Okay. I would like to  
15    hear Mr. Neel's response, and then I would also like  
16    a response to that question from the attorney from  
17    the Applicant, as well as the Protestants.

18                MR. NEEL: We just had a presentation on  
19    the maximizing (sic) yield of our determinations.  
20    And in that, I stated that this is a mining log, so  
21    once the water is depleted, we allow for that. It's  
22    gone. There is no -- no recourse.

23                CHAIRMAN CASTILLO: Okay.

24                MR. NEEL: Sara may have something else.  
25    I saw a little nod there.

1 MS. SARA GIBSON: The board does have  
2 authority to set restrictions on pumping, oil well  
3 drilling, in the event that interference -- that  
4 there's evidence that interference will occur, or  
5 a -- potentially, the permit could be reopened at  
6 some future date.

7 MR. MULLER: So the Protestants, should  
8 they present sufficient evidence in the future,  
9 after -- if the Applicant's granted his right as  
10 ordered, and develops this well field and applies it  
11 to his crops properly, but even so, if area wells  
12 run dry, can they come back and have -- and address  
13 before us this hearing decision?

14 MS. SARA GIBSON: This is very  
15 theoretical. The interference language is fairly  
16 new in the statutes.

17 I -- we -- interference, itself, may not  
18 be a sufficient reason to review a permit. We may  
19 have to have a showing of waste to come back and  
20 reopen a permit and review it. So we -- maybe. It  
21 depends.

22 CHAIRMAN CASTILLO: Mr. --

23 Any other questions for Mr. Neel? Because  
24 I would like to hear response to that -- your  
25 question, just to make sure that we've heard from

1 all of the parties.

2 (No audible response.)

3 CHAIRMAN CASTILLO: Any other questions  
4 for Mr. Neel on this?

5 (No audible response.)

6 CHAIRMAN CASTILLO: Okay. Mr. Cottingham.  
7 Thank you, Mr. Neel. You might hangout in  
8 that area, just in case we've got additional  
9 questions for you.

10 MR. COTTINGHAM: For the record, Dale  
11 Cottingham again, for the Applicant.

12 It's clearly a policy of Oklahoma law  
13 (inaudible) that use of the rural waters (inaudible)  
14 the proposed -- and I'm going to use the word  
15 hypothetical -- the proposed hypothetical is  
16 Winters Farms is granted this application, goes out  
17 and manifolds these wells, turns them on,  
18 neighboring wells run dry. That's the proposal.

19 What happens then? What recourse is  
20 there?

21 The board continues, in my judgment, with  
22 jurisdiction over the permit. I do agree with  
23 general counsel that it may require a finding of  
24 waste. However, the board, at some later date,  
25 could add conditions to the permit.

1 But at this point, there has been no -- no  
2 finding of waste. And as I said during my remarks,  
3 under the Lowery case, the issue of waste is an  
4 after-the-fact inquiry.

5 I don't know if that answered your  
6 question.

7 CHAIRMAN CASTILLO: Thank you.

8 Mr. King, would you also provide a  
9 response to Mr. Muller's question?

10 MR. KING: Sure. If it please the Court.  
11 What you're looking at is insufficient  
12 evidence of how much Winters Farms needs for its  
13 cotton, wheat, and alfalfa crops.

14 I think the record it tells us he's had  
15 two different opportunities to tell us how much  
16 water he needs.

17 All I know is Mr. Parson uses this water  
18 from this one well, that's within the aquifer, for  
19 his personal needs, as well as for his animals'  
20 needs. This is a significant part of his income.

21 And so I don't know how the board has  
22 sufficient evidence, because there is nothing in  
23 there other than this arbitrary 2-acre feet per  
24 acre. So you get fifteen to thirty, which has  
25 already been discussed. And that's troublesome to

1 me.

2 The hearing examiner didn't even know  
3 where his well was. He just identified the well  
4 that Mr. Parson is using, which was the Fulton well.

5 CHAIRMAN CASTILLO: Thank you.

6 Other questions, comments or discussion  
7 from the board?

8 (No audible response.)

9 CHAIRMAN CASTILLO: Mr. Justice.

10 MR. JUSTICE: I have a -- I have a  
11 question.

12 CHAIRMAN CASTILLO: Would you turn your  
13 mic on, please.

14 MR. JUSTICE: I'm sorry.

15 There seems to be a -- there seems to be a  
16 disagreement on -- on -- proof of -- on --

17 MR. NEEL: Burden of proof?

18 MR. JUSTICE: Burden of proof is what I'm  
19 trying to say. I'm sorry. Burden of proof.

20 And I would just like your comments on  
21 if -- if those were fulfilled or what, the burden of  
22 proof?

23 MR. NEEL: Can you be more explicit in  
24 your question?

25 MR. JUSTICE: Well, you know, according to

1 one, they indicated that they had met -- met the  
2 burden of proof; the other one said that they had  
3 switched and it should not be -- the burden of proof  
4 should not be switched to the other person.

5 I'm wondering what the situation is with  
6 those.

7 MR. NEEL: We have eight -- seven wells  
8 that were drilled in 2018. We have an application  
9 that was filed in 2022. These wells were drilled  
10 prior to any application to the board.

11 This is another instance where Intent to  
12 Drill would have been very helpful because the  
13 Intent to Drill process would have said you need to  
14 stay outside the 1320 acre feet. That would have  
15 helped.

16 On this parcel of land, can you drill a  
17 well everywhere and determine if -- how many wells  
18 do you drill for a burden of proof?

19 I don't know.

20 Um, could there -- you could argue that  
21 there could have been more burden of proof in  
22 drilling additional wells.

23 You could have gone just outside that 1320  
24 and drilled a series of wells along an arc at 1320  
25 to see if there was water just outside that well



1 spacing.

2 Um -- I think that they did look at the  
3 east side of their property. So they provided some  
4 due diligence.

5 And that's my answer.

6 CHAIRMAN CASTILLO: So it is the  
7 Applicant's burden to prove the elements of law that  
8 you're required to consider before you grant the  
9 permit.

10 The board's application and initial review  
11 is kind of a preliminary review that can be used to  
12 support that, but in the case of the hearing, it is  
13 the Applicant's responsibility to present sufficient  
14 evidence for you to make a decision.

15 There is no, like, line about what's  
16 sufficient evidence, what you need to make a  
17 decision.

18 Mr. King may disagree with me.

19 But that's what you need to make a  
20 decision.

21 Now, if -- it's not really a burden  
22 shifting. It is the Protestants then have an  
23 opportunity to present evidence in to, um, allow you  
24 to make a different decision on the granting of that  
25 permit.

1           Now, when we get into location exceptions,  
2   that language is kind of strange. Um, it is  
3   inequitable or unreasonable to the Applicant that  
4   they would not be allowed to drill that well.

5           And so both parties would have to produce  
6   evidence that it's either inequitable or  
7   unreasonable or not.

8           Does that make sense?

9           (No inaudible response.)

10          CHAIRMAN CASTILLO: Okay. Board members,  
11   are there any other questions at this point?

12          (No audible response.)

13          CHAIRMAN CASTILLO: If not, we can move  
14   into discussion and/or potential motions.

15          (No audible response.)

16          CHAIRMAN CASTILLO: I've got a question,  
17   Mr. Neel.

18          Just confirming that the evidence that was  
19   presented, it was that there is concern about waste  
20   in the future if this temporary permit is approved.  
21   But no -- at least, based on my reading and my  
22   recollection, I didn't see any evidence they have  
23   right now. And I can't think of really a way you  
24   could prove right now that there is waste, until you  
25   actually put it into place.

1 MR. NEEL: Correct.

2 CHAIRMAN CASTILLO: That's my logical  
3 brain trying to make sense of this.

4 MR. NEEL: Correct. We had applications  
5 before where a public water supplier and a neighbor  
6 both had models constructed, and you all made a  
7 decision based off those models, and what (inaudible  
8 word) those models, so they both brought evidence.

9 CHAIRMAN CASTILLO: But here, there were  
10 no models; is that correct?

11 MR. NEEL: Correct. Or any kind of  
12 calculations or anything.

13 CHAIRMAN CASTILLO: Okay. Thank you.

14 Did my questions raise any additional  
15 questions or points of discussion?

16 (No audible response.)

17 CHAIRMAN CASTILLO: Okay. I would  
18 entertain a motion either to approve our proposed  
19 Order that we have; we could have a motion to make  
20 some revision to it and what those revisions should  
21 be; we can have a motion to reject it; or remand it  
22 back yet again. But this --

23 Again, this was filed back in 2022  
24 originally, correct?

25 MR. MULLER: Yes. That's the

1     only thing --

2             CHAIRMAN CASTILLO:   Mr. Muller.

3             MR. MULLER:   -- I think what the board  
4     needs to do is not remand it again.  We need to make  
5     a decision today.  Both the Applicant and Protestant  
6     have poured countless hours and resources into this,  
7     and we need to make a decision.

8             UNIDENTIFIED SPEAKER:  For sure.

9             CHAIRMAN CASTILLO:  I agree with you  
10    wholeheartedly, Mr. Muller.

11            So do we have -- do we have a motion?

12            (No audible response.)

13            CHAIRMAN CASTILLO:  Sara, I should have  
14    asked this question ahead of time, but did it -- it  
15    did not occur to me.

16            I can make a motion on my own in this  
17    instance?

18            MS. SARA GIBSON:  (No audible response.)

19            CHAIRMAN CASTILLO:  Okay.  I would move,  
20    at this time, that we approve the proposed order  
21    that we have from the hearing examiner.

22            UNIDENTIFIED SPEAKER:  Well, I have  
23    concerns about sufficiency of water.  I think  
24    following the law and evidence presented, lends  
25    itself to the elements.  So I would second the

1 motion.

2 CHAIRMAN CASTILLO: Thank you.

3 Yes, Sara?

4 MS. SARA GIBSON: Um -- Would you mind  
5 adding to the motion that we can correct any  
6 Scrivner's errors that exist. I know that there is  
7 one issue in the well location.

8 CHAIRMAN CASTILLO: Okay. Let me.

9 MR. NEEL: And there is some typos in  
10 the lines.

11 CHAIRMAN CASTILLO: Okay. Let me amend my  
12 motion to adopt it, but it could be revised slightly  
13 to take care of any Scrivener's errors or typos.

14 Do I still have a second to my motion?

15 (No audible response.)

16 CHAIRMAN CASTILLO: Thank you.

17 And I will state, in support of my motion,  
18 before we take a vote, that it is based on my  
19 reading of the law, my reading of the record that  
20 was before us, and the evidence and -- and our --  
21 our charge to follow the law.

22 Okay. We've got a motion before us.  
23 Let's take a vote.

24 MS. TAMARA LILLY: I apologize, did  
25 Mr. Muller re-second that?

1 CHAIRMAN CASTILLO: He nodded his  
2 agreement to --

3 MR. MULLER: Yes.

4 CHAIRMAN CASTILLO: -- re-second it.

5 MR. MULLER: I second.

6 MS. TAMARA LILLY: Thank you.

7 Are you ready?

8 CHAIRMAN CASTILLO: Ready.

9 MS. TAMARA LILLY: Okay. Mr. Latham?

10 MR. LATHAM: Aye.

11 MS. TAMARA LILLY: Mr. Stallings?

12 MR. STALLINGS: Aye.

13 MS. TAMARA LILLY: Mr. Justice.

14 MR. JUSTICE: Aye.

15 MS. TAMARA LILLY: Ms. Landess?

16 MS. LANDESS: Aye.

17 MS. TAMARA LILLY: Mr. Muller?

18 MR. MULLER: Aye.

19 MS. TAMARA LILLY: Mr. Campbell?

20 MR. CAMPBELL: Aye.

21 MS. TAMARA LILLY: Madam Chair Castillo?

22 CHAIRMAN CASTILLO: Aye.

23 MS. TAMARA LILLY: Okay.

24 CHAIRMAN CASTILLO: Thank you very much.

25 Let's move on to our second Special

1 Consideration.

2 (This portion of the transcribed audio  
3 concludes at time stamp 1:47:57.7.)

4 \* \* \* \* \*

5 (The following portion transcribed begins  
6 at time stamp 2:41:01.1)

7 CHAIRMAN CASTILLO: Yes. Oh, my  
8 apologies. Yes, Mr. King.

9 MR. KING: Madam Chair, if the Oklahoma  
10 Water Resources Board has ethical rules and conflict  
11 interest rules, I'm requesting, at this time, for  
12 you to set aside your decision on this case to  
13 revoke that recommendation due to the conflict of  
14 interest among your members. I'll -- I'll stop  
15 there.

16 CHAIRMAN CASTILLO: Okay.

17 MR. KING: I can identify the member, I  
18 can identify the conflict, but that's probably  
19 better done --

20 CHAIRMAN CASTILLO: Yes.

21 MR. KING: -- in a private --

22 CHAIRMAN CASTILLO: Yes.

23 MR. KING: -- session.

24 But I wanted to bring that to the board's  
25 attention.

1 I think it's a very serious violation.

2 CHAIRMAN CASTILLO: Okay. Let's pause  
3 there.

4 Sara, guidance?

5 MS. SARA GIBSON: Mr. Cottingham is not  
6 here anymore, is he?

7 MR. KING: He's not. No.

8 MS. SARA GIBSON: Can we request briefing?

9 CHAIRMAN CASTILLO: Okay.

10 MS. SARA GIBSON: How are you -- I mean, I  
11 -- we just need some way to notice --

12 CHAIRMAN CASTILLO: Mr. --

13 MS. SARA GIBSON: -- the other parties --

14 CHAIRMAN CASTILLO: Um --

15 MS. SARA GIBSON: -- of that motion.

16 CHAIRMAN CASTILLO: I do recognize your  
17 oral motion, Mr. King. In my --

18 MS. SARA GIBSON: My thoughts --

19 CHAIRMAN CASTILLO: -- put that in  
20 writing, provide notice to Mr. Cottingham, and  
21 then -- is that something --

22 MS. SARA GIBSON: We will set for  
23 executive session and arguments --

24 CHAIRMAN CASTILLO: At the next --

25 MS. SARA GIBSON: -- at the next meeting.



1 That's sufficient. So yes, just whatever you need  
2 to memorialize that motion for the other parties.

3 CHAIRMAN CASTILLO: Okay.

4 MR. KING: All right. Thank you.

5 CHAIRMAN CASTILLO: Thank you for bringing  
6 that to our attention.

7 Okay. Hearing nothing else at this point  
8 in time, again, our next meeting is Tuesday, April  
9 the 15th, 2025, at 9:30. And with that, we will  
10 stand adjourned.

11 (This portion of the transcript concluded  
12 at time stamp 2:43:21.9)

C E R T I F I C A T E

STATE OF OKLAHOMA       )  
  )   SS:  
COUNTY OF OKLAHOMA     )

I, JENESSA K. KALSU, a certified shorthand reporter within and for the State of Oklahoma, certify that the above excerpt of audio recording of special consideration hearing was taken by me in stenotype and thereafter transcribed by computer and is a true and correct transcript of the proceeding to the best of my ability from the recording; that I am not an attorney for or a relative of any party, or otherwise interested in this action.

Witness my hand and seal of office on this the 26th day of March, 2025.



JENESSA K. KALSU, CSR  
Oklahoma CSR No. 01654  
Expiration Date December 31, 2025

<b>(</b>	<b>6</b>	<b>amend</b> 31:11
<b>(c)</b> 9:19 10:16	<b>60</b> 4:15 7:11	<b>amount</b> 10:7 11:22 13:1 17:9
<b>(d)</b> 10:3,17	<b>7</b>	<b>Amy</b> 3:14 14:9
<b>1</b>	<b>785:30-3-6(b)</b> 9:14	<b>and/or</b> 28:14
<b>1,320</b> 3:5	<b>8</b>	<b>animals'</b> 24:19
<b>1.18</b> 16:24	<b>8</b> 3:3	<b>annual</b> 9:22
<b>1320</b> 26:14,23,24	<b>8th</b> 4:3 10:20	<b>apologies</b> 33:8
<b>1:05:18</b> 2:3	<b>A</b>	<b>apologize</b> 31:24
<b>1:47:57.7</b> 33:3	<b>accepted</b> 20:4,11	<b>apparently</b> 15:24
<b>1st</b> 5:8	<b>accurate</b> 15:5	<b>appeared</b> 8:16
<b>2</b>	<b>acre</b> 3:2,10 16:8 24:24 26:14	<b>apple</b> 15:10
<b>2</b> 16:7,8	<b>acres</b> 16:7,24	<b>Applicant</b> 2:24 3:9,20 4:24 5:15, 16 6:1 8:5 10:5 11:17 15:12,20, 22 16:4 18:9 19:24 21:2,8,17 23:11 28:3 30:5
<b>2-acre</b> 24:23	<b>add</b> 5:1 23:25	<b>Applicant's</b> 16:3 17:6,7,19 22:9 27:7,13
<b>2018</b> 26:8	<b>adding</b> 31:5	<b>Applicants</b> 5:21 17:13,22
<b>2019</b> 5:3,8 9:23	<b>additional</b> 5:1 6:13,19 23:8 26:22 29:14	<b>application</b> 2:15,25 3:13,19,25 4:22 8:15,22 9:10 15:13,16 18:22 23:16 26:8,10 27:10
<b>2022</b> 2:23 26:9 29:23	<b>address</b> 22:12	<b>applications</b> 29:4
<b>2022-573</b> 2:16 3:1	<b>adopt</b> 31:12	<b>applied</b> 20:2
<b>2024</b> 3:18,24 4:8	<b>advanced</b> 9:13 10:12	<b>applies</b> 22:10
<b>2025</b> 4:3 10:20	<b>after-the-fact</b> 24:4	<b>apply</b> 20:10
<b>21</b> 8:18	<b>agenda</b> 2:13	<b>approve</b> 29:18 30:20
<b>28th</b> 3:17	<b>agree</b> 23:22 30:9	<b>approved</b> 3:18 9:3,10 12:16 28:20
<b>299.3</b> 3:2,10	<b>agreement</b> 32:2	<b>approving</b> 4:21
<b>2:41:01.1</b> 33:6	<b>agrees</b> 12:10	<b>aquifer</b> 16:17,21 24:18
<b>3</b>	<b>agro</b> 20:3	<b>arbitrary</b> 24:23
<b>30-3-6(e)(1)(c)</b> 5:5	<b>agronomic</b> 20:3	<b>arc</b> 26:24
<b>300</b> 20:19	<b>ahead</b> 30:14	<b>area</b> 4:12 18:13 21:6,10,11 22:11 23:8
<b>31843</b> 16:14	<b>alfalfa</b> 3:12 17:24 24:13	<b>argue</b> 5:12 26:20
<b>31st</b> 2:23	<b>allegations</b> 15:15	<b>argued</b> 4:24
<b>35</b> 7:10	<b>allegedly</b> 15:6	<b>attention</b> 33:25
<b>350</b> 20:19	<b>allowed</b> 14:10 28:4	<b>attorney</b> 21:16
	<b>allowing</b> 7:22	<b>audible</b> 2:10 8:2 13:25 19:4,12 23:2,5 25:8 28:12,15 29:16

**Word for Word Reporting, LLC**  
**405.232.9673 (OKC) | 918.583.9673 (TULSA)**

<b>David</b> 3:14 14:9	<b>efficient</b> 20:17	<b>Farm</b> 8:6
<b>days</b> 7:11	<b>effort</b> 20:1 21:3	<b>Farms</b> 2:16,24 8:6 10:24 12:13, 14 15:6 23:16 24:12
<b>deals</b> 12:11	<b>elements</b> 27:7 30:25	<b>fears</b> 12:8
<b>debate</b> 20:14	<b>encourage</b> 16:2	<b>February</b> 3:17
<b>decision</b> 18:21 22:13 27:14,17, 20,24 29:7 30:5,7 33:12	<b>entertain</b> 29:18	<b>feed</b> 20:16
<b>dedicated</b> 6:17 7:15 8:25	<b>entitled</b> 16:18	<b>feet</b> 3:2,5,10 4:15 12:25 16:8 24:23 26:14
<b>defining</b> 19:24	<b>Eric</b> 5:18	<b>felt</b> 7:23
<b>delivery</b> 20:20	<b>errors</b> 31:6,13	<b>field</b> 22:10
<b>denied</b> 18:22	<b>establish</b> 18:11	<b>fifteen</b> 4:9,10 7:7 12:24,25 13:16 14:15,17 20:15,23 24:24
<b>depends</b> 22:21	<b>established</b> 3:4 16:5	<b>filed</b> 4:23 26:9 29:23
<b>depleted</b> 21:21	<b>ethical</b> 33:10	<b>find</b> 9:17 21:3,4
<b>depletion</b> 7:16 9:1 11:18 19:22 20:4,5,11	<b>event</b> 22:3	<b>finding</b> 23:23 24:2
<b>detail</b> 11:24	<b>everybody's</b> 2:7	<b>fit</b> 10:4
<b>determination</b> 9:22	<b>evidence</b> 3:21 4:17 7:13,15 8:23,25 9:7 10:6,19 11:10 12:2,4 13:5,8,11,12,20 14:19,24 15:14, 17,23 16:4,19 17:8,17 18:11,13 22:4,8 24:12,22 27:14,16,23 28:6,18,22 29:8 30:24 31:20	<b>flow</b> 13:2
<b>determinations</b> 21:19	<b>examiner</b> 4:1,17,21 6:23 7:19, 21,23 15:14,19,25 16:16,22 18:6, 21 25:2 30:21	<b>follow</b> 31:21
<b>determine</b> 14:25 26:17	<b>examiner's</b> 17:16 18:17	<b>found</b> 16:16
<b>determines</b> 10:6 17:9	<b>examiners</b> 6:15	<b>fourth</b> 10:3
<b>develops</b> 22:10	<b>examples</b> 9:16	<b>front</b> 8:16 19:17
<b>diligence</b> 4:25 7:24 27:4	<b>exception</b> 4:22,23 5:7 9:14,18 10:11,17,23 13:3	<b>fulfilled</b> 25:21
<b>disagree</b> 18:8 27:18	<b>exceptions</b> 3:14,19 5:2,12 7:23 10:13,18 16:1,14 18:11 28:1	<b>Fulton</b> 16:14 25:4
<b>disagreement</b> 25:16	<b>executive</b> 19:8,15	<b>Fulton's</b> 17:1
<b>discussed</b> 24:25	<b>exemption</b> 21:4	<b>future</b> 12:10 22:6,8 28:20
<b>discussion</b> 19:9,10,16 25:6 28:14 29:15	<b>exist</b> 31:6	
<b>disinterested</b> 15:4	<b>explicit</b> 25:23	<b>G</b>
<b>drill</b> 26:12,13,16,18 28:4	<b>expressed</b> 19:14	<b>gallons</b> 4:10 7:9 12:25 13:16,19 14:15,17 15:7 16:10 20:15,19,23
<b>drilled</b> 3:10,21 4:15 5:3,7,13,14 7:4,6 9:20 11:9 13:16 15:1 17:5, 18 26:8,9,24	<b>extra</b> 2:5 21:7	<b>general</b> 23:23
<b>drilling</b> 4:6,7 5:1 10:25 22:3 26:22		<b>George</b> 4:5,6
<b>dry</b> 13:17 16:10 21:10 22:12 23:18	<b>F</b>	<b>GIBSON</b> 7:12,19 22:1,14 30:18 31:4
<b>due</b> 4:24 7:24 27:4 33:13	<b>failed</b> 17:13 18:6	<b>give</b> 2:18,22 8:8
<b>E</b>	<b>failure</b> 17:20	<b>Glen</b> 5:16 8:5
<b>east</b> 3:22 4:7,14 7:2,6 13:15,21 27:3	<b>fairly</b> 14:23 22:15	<b>good</b> 2:9
		<b>Gorman</b> 3:24 8:20
		<b>grant</b> 27:8

<b>granted</b> 3:19 16:2 21:9 22:9 23:16	<b>inequitable</b> 4:19 16:6 28:3,6	<b>latest</b> 20:9
<b>granting</b> 5:6 27:24	<b>initial</b> 15:13 27:10	<b>Latham</b> 6:9,10,12,19,23 7:3,17 12:21,22,23 13:7 32:9,10
<b>grass</b> 3:12 17:23	<b>inquiry</b> 24:4	<b>law</b> 23:12 27:7 30:24 31:19,21
<b>great</b> 11:24	<b>instance</b> 26:11 30:17	<b>learned</b> 11:25
<b>groundwater</b> 2:15,25 3:2,4,11 10:7 12:14,15 17:10	<b>insufficient</b> 10:9 11:10,13 13:13 14:20 15:17 17:11 24:11	<b>left</b> 21:12
<b>grow</b> 3:11 17:22,23	<b>Intent</b> 26:11,13	<b>legitimate</b> 20:14 21:3
<b>guy</b> 20:1	<b>interest</b> 33:11,14	<b>lends</b> 30:24
<hr/>	<b>interference</b> 21:12 22:3,4,15,17	<b>LILLY</b> 11:6 14:4 18:7 31:24 32:6, 9,11,13,15,17,19,21,23
<b>H</b>	<b>investigate</b> 7:1	<b>lines</b> 31:10
<hr/>	<b>investigation</b> 6:13,20	<b>livestock</b> 14:18 20:24
<b>hand</b> 2:14	<b>irrigation</b> 3:3,11 11:23,24 13:22 19:25 20:10,17	<b>LLC</b> 2:16,24 8:6
<b>hangout</b> 23:7	<b>irrigators</b> 19:22	<b>located</b> 16:20
<b>happen</b> 20:6,7	<b>issuance</b> 12:12	<b>location</b> 9:14,18 10:23 18:12 28:1 31:7
<b>happy</b> 19:1	<b>issue</b> 9:18 12:12 19:22 20:12,13 24:3 31:7	<b>locations</b> 6:6 10:7 17:10
<b>hard</b> 11:25	<b>issues</b> 9:6	<b>log</b> 7:8 21:20
<b>hear</b> 5:25 21:15 22:24	<hr/>	<b>logical</b> 29:2
<b>heard</b> 2:21 19:6 22:25	<b>J</b>	<b>long</b> 14:21
<hr/>	<hr/>	<b>longer</b> 12:17
<b>hearing</b> 3:17,18 4:1,2,5,9,17,21 6:15,23 7:19,21 8:18,22 9:4,7,8 13:5,11,12 15:14,19,25 16:16,22 17:16 18:5,17,21 19:13 22:13 25:2 27:12 30:21	<b>Jackson</b> 2:16 3:6 8:7	<b>lot</b> 16:8
<b>helped</b> 26:15	<b>January</b> 4:3 9:5 10:20	<b>lots</b> 21:7
<b>helpful</b> 26:12	<b>judgment</b> 23:21	<b>Lowery</b> 11:21 12:4,11 24:3
<b>history</b> 2:23	<b>July</b> 4:8	<b>ludicrous</b> 20:5
<b>holes</b> 11:9	<b>jurisdiction</b> 23:22	<hr/>
<b>hours</b> 30:6	<b>Justice</b> 25:9,10,14,18,25 32:13, 14	<b>M</b>
<b>hypothetical</b> 23:15	<hr/>	<hr/>
<hr/>	<b>K</b>	<b>Madam</b> 2:20 8:14 14:12 19:18 32:21 33:9
<b>I</b>	<hr/>	<b>made</b> 3:25 9:9 13:16 20:1 21:2 29:6
<hr/>	<b>kind</b> 16:18 27:11 28:2 29:11	<b>make</b> 2:7 7:20 8:9,21 9:11 19:19 21:1 22:25 27:14,16,19,24 28:8 29:3,19 30:4,7,16
<b>idea</b> 20:5	<b>King</b> 5:18 14:9,12 18:8,25 19:3 24:8,10 27:18 33:8,9,17,21,23	<b>makes</b> 11:21
<b>identified</b> 11:2 25:3	<hr/>	<b>managed</b> 16:22
<b>identify</b> 33:17,18	<b>L</b>	<b>management</b> 12:1
<b>inaudible</b> 6:7,24 7:18 12:1 23:13 28:9 29:7	<hr/>	<b>manifolds</b> 23:17
<b>including</b> 9:10	<b>land</b> 6:16,17 7:15 8:25 26:16	<b>map</b> 4:11,12 6:5 16:12
<b>income</b> 24:20	<b>Landess</b> 32:15,16	
<b>inefficient</b> 14:16	<b>language</b> 5:9 9:15 22:15 28:2	
	<b>larger</b> 17:1	

<b>matter</b> 8:17 9:4	22:23 23:4,7 25:17,23 26:7 28:17	
<b>maximating</b> 21:19	29:1,4,11 31:9	<b>P</b>
<b>maximum</b> 9:21	<b>Neel's</b> 9:12 21:15	<b>packet</b> 4:11
<b>Meaning</b> 12:12	<b>neighbor</b> 29:5	<b>parcel</b> 6:16 26:16
<b>means</b> 20:9	<b>neighboring</b> 23:18	<b>Parson</b> 3:14 14:9 16:23 24:17 25:4
<b>meet</b> 5:4 9:24 10:8,22 11:20 17:6,10,13,19	<b>nod</b> 21:25	<b>Parsons</b> 3:16 5:19 6:17 12:7
<b>meeting</b> 3:24 4:18,25 8:19	<b>nodded</b> 32:1	<b>part</b> 24:20
<b>member</b> 33:17	<b>north</b> 6:17	<b>parties</b> 19:7 23:1 28:5
<b>members</b> 2:21 8:14 14:13 28:10 33:14	<b>number</b> 9:19	<b>parts</b> 7:14 8:24 10:22
<b>met</b> 26:1	<b>O</b>	<b>party</b> 8:9 15:2,4
<b>method</b> 11:22,23	<b>obligation</b> 11:16 18:5,19	<b>perform</b> 12:3
<b>mic</b> 25:13	<b>obligations</b> 12:13	<b>performed</b> 12:24
<b>microphone</b> 6:11	<b>obtain</b> 7:13,15 8:22,25	<b>permit</b> 2:22 3:1 7:22 8:16 11:17 12:16 19:23 21:9 22:5,18,20 23:22,25 27:9,25 28:20
<b>middle</b> 13:17	<b>occur</b> 11:18 12:8,10 14:25 22:4 30:15	<b>permits</b> 10:9
<b>mile</b> 20:18	<b>occurred</b> 9:5	<b>person</b> 26:4
<b>mind</b> 13:22 31:4	<b>October</b> 2:23 5:8 9:22	<b>personal</b> 24:19
<b>mining</b> 21:20	<b>offered</b> 11:11 17:17	<b>piece</b> 5:9
<b>Minor</b> 3:4	<b>office</b> 4:3	<b>pivot</b> 20:18,25
<b>minute</b> 4:10 7:9 11:4,5,6 13:1, 16,19 14:15 18:7 20:16,19,23	<b>officer</b> 8:22 9:7,8,9	<b>place</b> 28:25
<b>minutes</b> 2:5 8:9 12:17 14:4,7,11 16:10	<b>official</b> 8:11	<b>plan</b> 12:2,3
<b>models</b> 29:6,7,8,10	<b>oil</b> 22:2	<b>plat</b> 11:2 13:14
<b>morning</b> 2:6	<b>Oklahoma</b> 2:17 3:3 4:3 23:12 33:9	<b>plugged</b> 4:16 7:10,11
<b>motion</b> 3:25 8:19,21 9:3 19:9,14 29:18,19,21 30:11,16 31:1,5,12, 14,17,22	<b>open</b> 12:17,18 19:11	<b>point</b> 16:12 19:6 24:1 28:11
<b>motions</b> 28:14	<b>operate</b> 20:25	<b>points</b> 29:15
<b>move</b> 2:12 19:15 28:13 30:19 32:25	<b>opportunities</b> 24:15	<b>policy</b> 23:12
<b>Muller</b> 22:7 29:25 30:2,3,10 31:25 32:3,5,17,18	<b>opportunity</b> 27:23	<b>portion</b> 33:2,5
<b>Muller's</b> 24:9	<b>order</b> 3:18 4:20,23 5:8 6:22 16:3 18:16 19:17 29:19 30:20	<b>position</b> 9:12 10:12 11:16,19
<b>N</b>	<b>ordered</b> 22:10	<b>post-permit</b> 12:12
<b>needed</b> 7:11	<b>original</b> 7:13	<b>potential</b> 28:14
<b>Neel</b> 2:11,18,20 3:8 5:25 6:5,14, 22,25 7:5,21 8:1 9:15 21:8,18,24	<b>originally</b> 29:24	<b>potentially</b> 22:5
	<b>owners</b> 21:11	<b>poured</b> 30:6
	<b>owns</b> 12:13,14 16:23 17:1	<b>practices</b> 20:3
		<b>preliminary</b> 27:11
		<b>present</b> 15:13 17:7 22:8 27:13, 23

<b>presentation</b> 5:25 8:10 14:21 19:6 21:18		<b>reflects</b> 17:20
<b>presented</b> 4:20 10:19 16:13 28:19 30:24	<hr/> <b>Q</b> <hr/>	<b>regard</b> 9:7,11,13 11:11,15 12:7
<b>presents</b> 10:5	<b>qualifications</b> 5:5	<b>regulation</b> 10:15
<b>presume</b> 12:25	<b>quarter</b> 20:18	<b>reject</b> 29:21
<b>previous</b> 16:7	<b>question</b> 6:9 14:13 21:7,13,16 22:25 24:6,9 25:11,24 28:16 30:14	<b>rejected</b> 16:3 18:16 19:23
<b>previously</b> 3:10	<b>questions</b> 5:20,24 8:1 12:18,20 13:23 18:25 19:3 22:23 23:3,9 25:6 28:11 29:14,15	<b>relied</b> 15:14,15
<b>prior</b> 5:3,7,11 9:21,22 26:10	<b>quick</b> 11:8	<b>relief</b> 16:18
<b>private</b> 33:21	<b>quickly</b> 14:23	<b>remand</b> 3:25 4:2 7:13 8:21 9:5 29:21 30:4
<b>process</b> 26:13	<hr/> <b>R</b> <hr/>	<b>remanded</b> 6:12,14,25 8:17
<b>produce</b> 28:5	<b>raise</b> 29:14	<b>remarks</b> 24:2
<b>produced</b> 7:6	<b>ran</b> 16:10	<b>reopen</b> 22:20
<b>project</b> 20:20	<b>re-second</b> 31:25 32:4	<b>reopened</b> 22:5
<b>proof</b> 15:19,21 17:4,14,21 25:16, 17,18,19,22 26:2,3,18,21	<b>read</b> 9:25 10:10 11:1 16:2	<b>representation</b> 5:17
<b>properly</b> 19:24 22:11	<b>reading</b> 10:14 28:21 31:19	<b>representing</b> 5:15 8:5
<b>property</b> 3:22 4:8,15 7:2 10:22 12:14 13:15,19 27:3	<b>ready</b> 32:7,8	<b>represents</b> 6:1
<b>proposal</b> 23:18	<b>reason</b> 15:15 22:18	<b>request</b> 18:15,21
<b>proposed</b> 16:3 18:16 19:17 23:14,15 29:18 30:20	<b>reasonable</b> 16:6	<b>requested</b> 3:9,13 9:19
<b>Protestant</b> 3:15,16 5:18 30:5	<b>reasons</b> 9:17 18:20	<b>requesting</b> 3:1 33:11
<b>Protestants</b> 4:23 5:22 9:13 10:13 11:16,19 12:6 15:22 17:15 18:3,18 21:17 22:7 27:22	<b>recap</b> 10:4	<b>require</b> 19:9 23:23
<b>Protestants'</b> 5:2 17:4	<b>recognize</b> 8:4 14:8	<b>required</b> 27:8
<b>protested</b> 3:14	<b>recognized</b> 2:12	<b>requirements</b> 3:23 4:18,25 9:24 10:8 17:11
<b>prove</b> 27:7 28:24	<b>recognizes</b> 14:9	<b>requiring</b> 16:4,5
<b>provide</b> 3:21 18:18,19 20:16 24:8	<b>recollection</b> 28:22	<b>rescind</b> 20:8
<b>provided</b> 14:14 27:3	<b>recommendation</b> 6:21 7:20 9:9 33:13	<b>Resource</b> 14:13
<b>public</b> 29:5	<b>recommended</b> 7:22	<b>resources</b> 30:6 33:10
<b>pumping</b> 22:2	<b>recommends</b> 4:21	<b>respectfully</b> 18:9,15,20
<b>purpose</b> 3:2 11:13	<b>record</b> 2:6 14:19 23:10 24:14 31:19	<b>response</b> 2:10 8:2 13:4,25 19:4, 12 21:15,16 22:24 23:2,5 24:9 25:8 28:9,12,15 29:16 30:12,18 31:15
<b>purposes</b> 17:12	<b>recording</b> 2:3	<b>responsibility</b> 15:24 27:13
<b>put</b> 5:4,13,14 12:15 15:12,23 20:18 28:25	<b>recourse</b> 21:10,22 23:19	<b>restrictions</b> 22:2
	<b>reference</b> 4:13	<b>reversed</b> 18:22
	<b>referred</b> 2:24 3:15 9:15	<b>review</b> 22:18,20 27:10,11
		<b>revised</b> 31:12
		<b>revision</b> 29:20



<b>revisions</b> 29:20	<b>situation</b> 26:5	<b>system</b> 13:22 20:17
<b>revoke</b> 33:13	<b>slightly</b> 31:12	
<b>rule</b> 9:14,16 10:15,17 17:21 18:11	<b>southwest</b> 3:3 16:11 17:2	<hr/> <b>T</b> <hr/>
<b>rules</b> 15:21 18:10 33:10,11	<b>space</b> 4:25 21:4	<b>taking</b> 14:18
<b>run</b> 13:21 21:10 22:12 23:18	<b>spaced</b> 18:12	<b>talk</b> 13:11 14:22
<b>rural</b> 23:13	<b>spacing</b> 3:5,13,19,23 4:18,22 5:7 7:23 9:10,24 10:8 13:3 16:5 17:11 20:13 27:1	<b>Tamara</b> 8:11 11:6 14:4 18:7 31:24 32:6,9,11,13,15,17,19,21, 23
<hr/> <b>S</b> <hr/>	<b>SPEAKER</b> 6:3 19:18,21 30:8,22	<b>technology</b> 2:7
<b>Sara</b> 7:12,19 21:24 22:1,14 30:13,18 31:3,4	<b>Special</b> 2:13 32:25	<b>tee</b> 12:3
<b>satisfied</b> 12:13	<b>staff</b> 19:6	<b>tells</b> 24:14
<b>Scrivener's</b> 31:13	<b>Stallings</b> 32:11,12	<b>temporary</b> 2:15,25 9:23 28:20
<b>Scrivner's</b> 31:6	<b>stamp</b> 2:3 33:3,6	<b>ten</b> 14:5,7,11
<b>seconds</b> 14:5,7,11	<b>standard</b> 20:3	<b>test</b> 3:21 4:7,14 5:1 6:4,6 7:3,5,8, 9 10:25 11:9 13:15
<b>section</b> 9:24	<b>start</b> 5:23	<b>tested</b> 15:2,3,8
<b>sense</b> 28:8 29:3	<b>state</b> 15:21 31:17	<b>testified</b> 4:6 12:8 16:9
<b>series</b> 26:24	<b>stated</b> 21:20	<b>testimony</b> 3:20 16:25
<b>session</b> 19:8,15 33:23	<b>statement</b> 17:16	<b>testing</b> 15:5,9
<b>set</b> 3:17 18:10 20:10 22:2 33:12	<b>statements</b> 18:17	<b>tests</b> 12:24
<b>setting</b> 19:11	<b>states</b> 5:6,9	<b>theoretical</b> 22:15
<b>settles</b> 15:16	<b>statute</b> 17:21	<b>thing</b> 6:4 30:1
<b>share</b> 17:1	<b>statutes</b> 15:20 22:16	<b>thirty</b> 24:24
<b>shift</b> 11:25 17:14	<b>stay</b> 26:14	<b>thirty-eight</b> 13:19 15:7
<b>shifted</b> 15:19	<b>stop</b> 33:14	<b>thought</b> 15:25
<b>shifting</b> 27:22	<b>strange</b> 28:2	<b>time</b> 2:3,12 5:20 8:4,13,15,17 12:20 13:24 14:8 19:3 30:14,20 33:3,6,11
<b>shifts</b> 12:5 18:3	<b>study</b> 18:2	<b>timekeeper</b> 8:12
<b>shorten</b> 14:22	<b>submitted</b> 2:25	<b>times</b> 15:18
<b>show</b> 6:4 11:10,17,22 12:6 16:4 17:4,17	<b>subsequently</b> 4:16	<b>today</b> 4:20 5:15 30:5
<b>showed</b> 11:23	<b>substance</b> 13:10	<b>told</b> 14:25
<b>showing</b> 4:12 6:6 14:19 20:1 22:19	<b>substantial</b> 10:5 15:13 17:8	<b>total</b> 14:6
<b>shut</b> 19:25	<b>Suddenly</b> 18:3	<b>transcribed</b> 33:2,5
<b>sic</b> 21:19	<b>sufficiency</b> 10:21 11:11 30:23	<b>transcript</b> 8:18
<b>side</b> 3:22 4:7,14 7:2 13:18 27:3	<b>sufficient</b> 13:2,21 17:6,18 20:16 21:4 22:8,18 24:22 27:13,16	<b>transcription</b> 2:2
<b>significant</b> 24:20	<b>summary</b> 2:19	<b>troublesome</b> 24:25
<b>simply</b> 17:13	<b>supplier</b> 29:5	<b>turn</b> 6:11 25:12
	<b>support</b> 27:12 31:17	
	<b>switched</b> 26:3,4	

<p><b>turns</b> 23:17</p> <p><b>twenty-five</b> 16:10</p> <p><b>typos</b> 31:9,13</p> <hr/> <p style="text-align: center;"><b>U</b></p> <hr/> <p><b>understand</b> 17:3,20</p> <p><b>UNIDENTIFIED</b> 6:3 19:18,21 30:8,22</p> <p><b>unreasonable</b> 4:19 28:3,7</p> <p><b>update</b> 15:9</p> <p><b>updated</b> 6:6</p> <hr/> <p style="text-align: center;"><b>V</b></p> <hr/> <p><b>volume</b> 20:25</p> <p><b>vote</b> 19:10 31:18,23</p> <hr/> <p style="text-align: center;"><b>W</b></p> <hr/> <p><b>wanted</b> 33:24</p> <p><b>wanting</b> 13:11</p> <p><b>waste</b> 7:16 9:1 11:17 12:7,8,9,10 13:2 14:25 19:21 20:4,11 22:19 23:24 24:2,3 28:19,24</p> <p><b>wastewater</b> 17:19</p> <p><b>water</b> 4:6 7:1,14 8:24 10:21 11:10,12,14 12:1 13:21 14:13 16:8 17:6,25 19:25 20:2,10,16,24 21:3,5,7,12,21 24:16,17 26:25 29:5 30:23 33:10</p> <p><b>waters</b> 23:13</p> <p><b>Wayne</b> 3:15</p> <p><b>wells</b> 3:3,11,21 4:7,14 5:1,3,7, 10,12 6:4,6 7:3,5,9,10,11,22 11:1 13:15 14:14 15:1,3,6 17:5,17 18:12 21:10,11 22:11 23:17,18 26:7,9,17,22,24</p> <p><b>west</b> 13:18</p> <p><b>wheat</b> 3:12 24:13</p> <p><b>Whitaker</b> 3:15,16 6:16</p> <p><b>wholeheartedly</b> 30:10</p> <p><b>window</b> 20:12</p>	<p><b>Winters</b> 2:16,23 5:16 8:6 10:24 11:12 12:13,14 13:22 15:6 23:16 24:12</p> <p><b>wondering</b> 26:5</p> <p><b>word</b> 12:1 23:14 29:8</p> <p><b>words</b> 7:18</p> <p><b>work</b> 21:1</p> <p><b>working</b> 2:8</p> <p><b>worth</b> 20:20</p> <p><b>wrong</b> 16:23</p> <hr/> <p style="text-align: center;"><b>Y</b></p> <hr/> <p><b>year</b> 9:5</p> <p><b>years</b> 21:9</p> <p><b>yield</b> 9:22 21:19</p> <p><b>yielded</b> 4:9</p>
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