

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.

**April 15, 2025, Special Meeting Draft Official Minutes
For consideration at the May 20, 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 April 15, 2025, at 9:31 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 April 11, 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
Darren Cook
Tom Gorman

Board Members Absent

Bob Latham

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

Dale Cottingham
Bryan Kroeber
Glen Winters
Jim Buie
Debi Jones
Mary Stallings
Lisa Settlemyre
Zeb Black
Jeremy Lane
Robin Henry
Chris Campbell
Larry P.
Ed Fite
Anne Burger-Eutrekin
Josh Finch
Ron Peterson
Michelle Wynn
Jessee Johnson
Kretchen Olmeda
Randy McDaniel

Marla Peek
Bodie Bachelor
Leslie Lewis
Molly Carson

B. Discussion, Amendments and Vote to Approve Official Minutes of March 18, 2025, Regular meeting. Madam Chair Castillo inquired if all members reviewed the minutes of the March 18, 2025, meeting and if no questions, or changes, requested a motion to approve. No comments or amendments; Mr. Stallings motioned to approve, and Mr. Justice seconded the motion. Madam Chair Castillo called for the vote.

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

NAY: None

ABSTAIN: Gorman

ABSENT: Latham

C. Executive Director's Report:

Director Cunningham began the update with the drought report. It looks to begin coming again to the West and the seasonal outlook shows below normal chances for precipitation statewide through June. Water Day at the Capitol will be Tuesday, May 13, 2025, from 9 am to 3 p.m., and we will be meeting with representatives and our partners in the field.

Cleve Pierce will retire on April 30th and we celebrate him and his exceptional service to the State of Oklahoma!

The Maximum Annual Yield discussion we had last month produced volunteers to serve on the committee and they are Mr. Stallings, Mr. Campbell and Ms. Landess. We will be coordinating a meeting internally prior to the next board meeting.

March 24th NW Oklahoma Alliance reception was held and that is always a good event to attend. I met with the NW Irrigators, and they approached us to possibly stand up an advisory group to educate about the Water Board's reporting works and water use reporting especially. It was a good conversation to have with them, and we look forward to a good collaboration.

On April 1st, APRA Government Transformation and Collaboration workgroup- called a meeting to brief several new workgroup members and provide a project status update and discussed safeguards we have in place to identify construction delays, etc. that would prevent the state from using all the federal funds by the December 2026 deadline. They will need to make decisions regarding clawing back funds that were allocated to projects that are not likely to spend the funds. We reminded them that our grant agreements with communities contains an August 2026 deadline for most projects and we are closely overseeing the 180 projects we are responsible for managing.

The last item I'll share is there was a building tenant agreement between us and OMES that was pulled from this agenda. We are working with their real estate division to locate a space to move, and it looks like it will probably be the Jim Thorpe building. It is supposed to be open for occupancy in August 2026. They are still calculating space and it is a lower cost per square foot, but we do have to pay for shared space, but everything will be brand new and the parking will be better than where we are now.

D. Financial Update

Mr. Cleve pierce, Chief Administrative Services Division, presents the budget report for the period ending March 2025. Mr. Pierce reports the agency has spent 50 % of its appropriated budget leaving 50 %; spent 45% of its revolving budget, leaving 55%; has spent 28% of its federal budget, leaving 72%. Overall, the total budget remains is 42% with 58% of the year remaining.

2. FINANCIAL ASSISTANCE DIVISION

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

This is a \$1,410,000 loan request from the Gore Public Works Authority. They have requested the funds to rehabilitate the water treatment plant to replace aging components and install 450 automated water meters. 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 20 years. The loan will be secured with a lien on Gore's water, sewer, and sanitation revenues and a mortgage on the water and sewer systems. This is the only loan Gore has with the board and their debt coverage ratio stands at 1.72 times.

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

AYE: Stallings, Justice, Landess, Gorman, Muller, Cook, Campbell, Castillo

NAY: None

ABSTAIN: None

ABSENT: Latham

- B. Consideration of and Possible Action on a Proposed Order Approving Drinking Water Funding Application for the Westville Utility Authority, Adair County, Oklahoma. Recommended for Approval.

This is a \$1,764,308 (800K LF) loan request from the Westville Utility Authority. They have requested the funds to supplement the ARPA grant the board approved in Dec. 2023 to construct a new 350,000 gallon elevated storage tank in order to meet DEQ storage capacity and pressure requirements. 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 Westville's water, sewer, and sanitation systems revenues and a mortgage on the water and sewer systems. Westville has one outstanding loan with the board with a principal balance of \$470,000 and their debt coverage ratio stands at 1.67 times.

Question: Would this supplement your storage or replace the smaller storage?

Answer: This would replace the smaller storage.

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

AYE: Stallings, Justice, Landess, Gorman, Muller, Cook, Campbell, Castillo

NAY: None

ABSTAIN: None

ABSENT: Latham

- C. *This item was struck from the agenda*

Consideration of and Possible Action on a Proposed Order Approving Drinking Water Funding Application for the Chelsea Economic Development Authority, Rogers County, Oklahoma. Recommended for Approval.

- D. Is a resolution authorizing a new series of Drinking Water State Revolving Fund Bonds.

Our current DWSRF Fund balances and anticipated draws reflect that we will need an influx of bond proceeds by the end of June. We will work on the bond issue with Anne Burger-Entrekin with Hilltop, our Financial

Advisor, the underwriting team that the Board approved in May of last year, McCall, Parkhurst, and Horton as Bond Counsel, Gilmore and Bell as Disclosure Counsel and BancFirst as Trustee.
The Resolution authorizes a Drinking Water State Revolving Fund Bond issuance not to exceed \$160 Million, authorizes the issuance on a negotiated basis, approves a Preliminary Official Statement, directs payment of the cost of issuance and authorizes other documents necessary to close the issue.
Madam Chairman, staff recommends approval.

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

AYE: Stallings, Justice, Landess, Gorman, Muller, Cook, Campbell, Castillo
NAY: None
ABSTAIN: None
ABSENT: Latham

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.

****Item D #3 was struck from consideration****

- A. Requests to Transfer Items from Summary Disposition Agenda to the Special Consideration Agenda and Action on Whether to Transfer Such Items.
- B. Discussion, Questions, and Responses Pertaining to Any Items Remaining on Summary Disposition Agenda and Possible Action on Items Listed Below.
- C. Consideration of and Possible Action on Financial Assistance Division Items:

- 1. Emergency Grant Applications:
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> |
|-----------------|------------------------|---|---------------|---------------------------|
| EODD | | | | |
| a. | FAP-25-0085-R | The Dewar Public Works Authority | Okmulgee | \$ 149,575.00 |
| GGEDA | | | | |
| b. | FAP-25-0053-R | Osage County Rural Water District No. 1 | Osage | \$ 99,999.99 |
| KEDDO | | | | |
| c. | FAP-25-0041-R | Canadian Public Works Authority | Pittsburg | \$ 99,999.00 |
| NODA | | | | |
| d. | FAP-25-0003-R | Town of North Enid | Garfield | \$ 81,000.00 |

| | | | | | |
|-------|---------------|---------------------------------------|----------|----|-----------|
| SODA | | | | | |
| e. | FAP-25-0078-R | Roff Public Works Authority | Pontotoc | \$ | 99,999.00 |
| SWODA | | | | | |
| f. | FAP-25-0071-R | The Arapaho Public Works Authority | Custer | \$ | 99,995.00 |

3. CWSRF Principal Forgiveness Loan Applications:
None.

4. DWSRF Principal Forgiveness Loan Applications:

| | | | | Amount |
|-----------------|------------------------|---|---------------|--------------------|
| <u>Item No.</u> | <u>Application No.</u> | <u>Entity Name</u> | <u>County</u> | <u>Recommended</u> |
| a. | ORF-23-0073-DW | Rural Water and Sewer District No. 5 | Garfield | \$ 800,000.00 |

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

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

| | | | | Amount |
|-----------------|------------------------|-------------------------------|---------------|--------------------|
| <u>Item No.</u> | <u>Application No.</u> | <u>Entity Name</u> | <u>County</u> | <u>Recommended</u> |
| a. | ARP-23-0084-G | Rural Water District No. 4 | Rogers | \$ 389,725.00 |
| b. | ARP-23-0031-DPG | Town of Summit | Muskogee | \$ 1,153,847.50 |

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

1. Interagency Agreement between OWRB and Oklahoma Department of Agriculture, Food and Forestry for collecting groundwater samples at monitoring wells of swine licensed managed feeding operations (LMFOs)
2. A contract sharing access agreement between OWRB and the Department of Homeland Security/Federal Emergency Management Agency to conduct floodplain management, disaster recovery, CRS,NV and ASD/SI activities, update mitigation plans and apply for grants.
3. Inter agency Tenant Agreement between OMES and OWRB for commitment to lease office space in the State owned Jim Thorpe Building **This item was struck from consideration**
4. Modification to amend standard joint funding agreement for the Ogallala Aquifer Investigation project with the OK/TX Water Science Center
5. 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.

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

1. Ely Azary, Kingfisher County, 2024-515
2. Jenny Zhu, Grady County, 2024-521

3. Arthur Cam and Lisa Jan Foreman, Beaver County, 2024-590
 4. Leon Watson Langford and Melissa L. Langford, Major County, 2024-613
 5. Christopher Vernon Keahey and Shelby Leigh Keahey, Beckham County, 2024-619
 6. Robert Travis Jennings and Rebecca Jean Jennings, Kiowa County, 2024-644
 7. S & D Land, LLC, Jackson County, 2024-672
 8. S & D Land, LLC, Jackson County, 2024-673
- F. Consideration of and Possible Action on Applications to Amend Temporary Permits to Use Groundwater:
1. Bryan Kroeker Revocable Trust, Major County, 2015-579
- G. Consideration of and Possible Action on Applications for Regular Permits to Use Groundwater:
1. Noble Cannabis Co., LLC, Cleveland County, 2023-583
 2. Raymond L. and Alice A. Stroud, Canadian County, 2023-646
 3. Chad and Jenae Rippetoe, Beckham County, 2024-554
 4. Marty McBee and Sherry L. McBee, Oklahoma County, 2024-616
 5. James E. Orgain and Sherri A. Orgain, Roger Mills County, 2024-657
 6. CRI Feeders of Guymon, LLC, Texas County, 2024-667
- H. Consideration of and Possible Action on Applications to Amend Regular Permits to Use Groundwater:
None
- I. Consideration of and Possible Action on Applications to Amend Prior Right to Use Groundwater:
None
- J. Consideration of and Possible Action on Applications to for Term/Seasonal Permits to Use Stream Water:
None
- K. Consideration of and Possible Action on Applications for Regular Permits to Use Stream Water:
1. Shawn W. Nunley and Darla J. Nunley, Grady County, 2024-003
- 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: R&S Pump & Supply DPC-1137
1. Operator: Ray Mahl OP-2590
Activities: Pump Installation and plugging of certain water wells
 - B. Licensee: Adair Drilling & Pump Services DPC-1139
2. Operator: John Adair OP-2595
Activities: Groundwater wells and pump installation
 2. New Operators, Licensee Name Change, and/or Activities for Existing Licenses:
 - A. Licensee: McLean CP Installation DPC-0526
1. Operator: Calvin McLean OP- 1108
Activities: Adding Groundwater wells to existing license
 - B. Licensee: Authentic Drilling, LLC DPC-0967
2. Operator: Taylor Ferrill OP-2591
Activities: Monitoring wells and geotechnical borings
 - C. Licensee: Matcor DPC-0479
3. Operator: Larry Walker OP- 2592
Activities: Groundwater Wells
 - D. Licensee: Sharp Drilling DPC-0176
4. Operator: Evan McMahan OP-2593
Activities: Groundwater wells

E. Licensee: Mowdy Drilling
5. Operator: Clifford Mowdy
Activities: Groundwater wells

DPC-0904
OP-2594

- N. Consideration of and Possible Action on Dam and Reservoir Construction:
1. Waste Management of Oklahoma, Muskogee County, OK20976
 2. Oklahoma Department of Wildlife Conservation, Comanche County, OK30673
- O. Consideration of and Possible Action on Permit Applications for Proposed Development on State Owned or Operated Property within Floodplain Areas:
1. ODOT - Pottawatomie County, FP-25-01
- P. Consideration of and Possible Action on Applications for Accreditation of Floodplain Administrators:
1. Robert Hill, Town of Burlington, #FPA-820
 2. Caleb Dawes, City of Cushing, #FPA-39
 3. Staci Bungard, City of Ada, #FPA-322
 4. Donna Brackett, Town of Marble City, #FPA-428
 5. Michael Herdman, City of Watonga, #FPA-669
 6. Hali Robinson, Marshall County, #FPA-836
 7. Bruce Liston, City of Stonewall, #FPA-812
 8. Jared Cottle, Town of Sperry, #FPA-77
 9. Maria Aamodt, Town of Bixby, #FPA-7
 10. Craig Higley, Town of Locust Grove, #FPA-606
 11. Brandon Griffith, City of Lindsay, #FPA-745
 12. Terryl Allen, City of Geary, #FPA-541
 13. Wanda Hensley, Choctaw County, #FPA-722
- Q. Consideration of and Possible Action on a Proposed Order for a Summary Judgment:
1. Premium Farms, LLC, Kiowa County, 2009-506

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

AYE: Stallings, Justice, Landess, Gorman, Muller, Cook, Campbell, Castillo
NAY: None
ABSTAIN: None
ABSENT: Latham

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

A. No items

A. Consideration of and Possible Action on Application for a Limited Quantity Temporary Groundwater Right No. 2024-522, Monika Campbell, Canadian 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.

Madam Chair Castillo inquired if there were any questions.

Question: The need to remand back to the hearing examiner seems to be a reoccurring theme due to title issues, bogging down staff time. Do you have a suggestion of how we could simplify this process, put things on hold?

Answer: Staff are more in-tune with these issues now as we have learned from the few of these before this one. We have a process now that will hopefully keep these from making it to the board for remand.

*Presentation by applicant’s attorney.

Madam Chair Castillo asked for additional questions, need for discussion or a motion to approve.

Motion was made by Mr. Stallings to remand back to hearing examiner. The motion was seconded by Mr. Justice.

*For clarification we are remanding back for purposes of title clarification and ownership and licensing issues.

Madam Chair Castillo called for the vote.

AYE: Stallings, Justice, Landess, Gorman, Muller, Cook, Campbell, Castillo

NAY: None

ABSTAIN: None

ABSENT: Latham

B1. Consideration of and Possible Action on Protestants Motion to Reconsider for Temporary Groundwater Right No. 2022-573, Winters Farms, LLC, Jackson County, Oklahoma:

- a. Summary – **Mr. Chris Neel**
- b. Discussion and presentation by parties
- c. 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”.

- (i) 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.
 - (ii) Designation of person to keep written minutes of Executive Session, if authorized.
 - (iii) Executive Session, if authorized.
- d. Return to open meeting and possible vote or action on any matter discussed in the Executive Session, if authorized.
- e. Vote on whether to approve the Protestants Motion to Reconsider, or vote on any other action or decision relating to the Motion to Reconsider.

Madam Chair stated after reviewing rules and statutes along with all documentation provided, we need to decide if the initial motion for reconsideration filed on April 10th should be granted or not.

Madam Chair Castillo inquired if there was a need for an Executive Session. No motion was made to enter an Executive Session.

Madam Chair Castillo asked for a motion for reconsideration. No motion was made.

Madam Chair Castillo made a motion to deny for reconsideration. Mr. Cook seconded the motion. Madam Chair Castillo called for the vote.

AYE: Stallings, Justice, Landess, Gorman, Cook, Campbell, Castillo
NAY: None
ABSTAIN: Muller
ABSENT: Latham

B.2. If Protestants Motion to Reconsider for Temporary Groundwater Right No. 2022-573, Winters Farms, LLC, Jackson County, Oklahoma is granted, consideration of and possible action on the issues raised in the Protestants Motion to Reconsider:

- a. Summary – **Mr. Chris Neel**
- b. Discussion and presentation by parties
- c. 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”.

- (i) 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.
- (ii) Designation of person to keep written minutes of Executive Session, if authorized.
- (iii) Executive Session, if authorized.
- d. Return to open meeting and possible vote or action on any matter discussed in the Executive Session, if authorized.
- e. Vote on the matters raised by Protestants Motion to Reconsider, or vote on any other action or decision relating to the Motion to Reconsider.

****No vote required on item B2; B1 received a motion to deny therefore item B2 is negated for consideration****

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, May 20, 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)

1. D. FINANCIAL UPDATE

1. D.1. Monthly Budget Report



APRIL 2025 FOR FY2025 FY 2025 Revenues and Expenses

| | Fund | General Revenue | | Budgeted | Expended | Balance | Percentage Remaining | Spend |
|----------|--------|-----------------|---|-------------------|-------------------|-------------------|-----------------------------|------------|
| | | | | | | | | |
| Revenues | 19411 | 1 | FY 24 Carryover | 188,806 | 45,760 | 143,046 | 76% | |
| | 19501 | 1 | FY 25 Appropriation | 6,903,372 | 4,165,425 | 2,737,947 | 40% | |
| | | | Total General Revenue | 7,092,178 | 4,211,185 | 2,880,993 | 41% | 59% |
| | | | Revolving Funds | | | | | |
| | 21000 | 2 | Drillers Indemnity Fund | 50,000 | 0 | 50,000 | 100% | |
| | 21500 | 3 | OWRB Revolving Fund | 5,509,081 | 3,129,626 | 2,379,455 | 43% | |
| | 23500 | 4 | Phase II A-S Hydro St Rev Fund | 211,412 | 39,125 | 172,287 | 81% | |
| | 24000 | 5 | Revolving Fund | 914,000 | 803,982 | 110,018 | 12% | |
| | 24500 | 6 | Drillers Regulation Fund | 0 | 0 | 0 | | |
| | 25000 | 7 | Water Infrastructure Dev. Fund (OCWP) | 3,674,861 | 1,920,697 | 1,754,164 | 48% | |
| | 42000 | 8 | USGS Cooperative Agreement | 351,600 | 12,775 | 338,825 | 96% | |
| | 44400 | 9 | DW Loan Administration Fund | 1,507,037 | 481,166 | 1,025,871 | 68% | |
| | 44500 | 10 | CW Loan Administration Fund | 2,520,581 | 1,249,546 | 1,271,035 | 50% | |
| | | | Total Revolving Funds | 14,738,572 | 7,636,917 | 7,101,655 | 48% | 52% |
| | | | Federal Funds | | | | | |
| | 40000 | 11 | Federal Fund - General | 1,431,679 | 682,271 | 749,408 | 52% | 48% |
| | 40700 | 12 | Federal Fund - Engineering and Planning | 4,578,738 | 1,011,579 | 3,567,159 | 78% | 22% |
| | 49700 | 13 | Federal Fund - *ARPA | 1,441,330 | 625,206 | 816,124 | 10% | 90% |
| | | | Total Federal Funds | 7,451,747 | 2,319,056 | 5,132,691 | 69% | 31% |
| | | | Total Funding | 29,282,497 | 14,167,158 | 15,115,339 | 52% | 48% |
| Expenses | | | | Budgeted | Expended | Balance | Percentage Remaining | |
| | 510000 | 14 | Salary Expense | 8,298,646 | 6,404,939 | 1,893,707 | 23% | 77% |
| | 512000 | 15 | Insurance | 1,488,665 | 1,082,594 | 406,071 | 27% | 73% |
| | 513000 | 16 | FICA and Retirement | 2,094,985 | 1,543,539 | 551,446 | 26% | 74% |
| | 515000 | 17 | Professional Services | 10,995,106 | 3,519,986 | 7,475,120 | 68% | 32% |
| | 519000 | 18 | Flexible Benefits | 16,000 | 12,322 | 3,678 | 23% | 77% |
| | | | Total Personal Services | 22,893,402 | 12,563,380 | 10,330,022 | 45% | 55% |
| | 520000 | 19 | Travel Expense | 676,093 | 269,269 | 406,824 | 60% | 40% |
| | 530000 | 20 | Administrative Expense | 1,371,004 | 863,600 | 507,404 | 37% | 63% |
| | 540000 | 21 | Furniture and Equipment Expense | 790,975 | 126,217 | 664,758 | 84% | 16% |
| | 550000 | 22 | Intra Inter Agency Payments | 3,551,023 | 356,471 | 3,194,552 | 90% | 10% |
| | | | Total Operating Expenses | 6,389,095 | 1,615,557 | 4,773,538 | 75% | 25% |
| | | | Total Expenditures | 29,282,497 | 14,178,937 | 15,103,560 | 52% | 48% |

2. FINANCIAL ASSISTANCE DIVISION

May 20, 2025

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 to correct an enforcement issue with the water treatment plant, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

Sources of Funds (Est.)

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

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 |
| Total | <u><u>\$2,000,000.00</u></u> |

**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 20th day of May, 2025 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

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

Reviewed By:

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

Lori Johnson, Chief
Financial Assistance Division

3.C. SUMMARY DISPOSITION AGENDA ITEMS

FINANCIAL ASSISTANCE DIVISION

May 20, 2025

REAP GRANT APPLICATION RECOMMENDED FOR APPROVAL

APPLICANT: City of Konawa
COUNTY: Seminole

DATE RECEIVED: 07/31/2024
APPLICATION NUMBER: FAP-25-0006-R

Amount Requested: \$99,999.00

Amount Recommended: \$99,999.00

PROJECT DESCRIPTION: City of Konawa (City) owns and operates a water system. The City is under a DEQ Consent Order for water pressure and chlorine concentration violations. The proposed project is to evaluate the existing wells, drill test wells and do water quality analysis, plus 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 |
|--|--|----------------------|-----------|-----------------|
| Population <u>1250</u> (Maximum: 55 points) | | | | <u>55</u> |
| WATER AND SEWER RATE STRUCTURE (Maximum: 13 points) | | | | |
| Water rate per 5,000 gal/month: \$ 55.20 | | () Flat rate | <u>-3</u> | <u>13</u> |
| Sewer rate per 5,000 gal/month: <u>54.75</u> | | () Decreasing Block | <u>-2</u> | |
| Total \$ 109.95 | | () Uniform | <u>0</u> | |
| | | (X) Increasing Block | <u>+2</u> | |
| 10 points | | (X) Sales tax (W/S) | <u>+1</u> | |
| INDEBTEDNESS PER CUSTOMER (Maximum: 10 points) | | | | |
| Total Indebtdness: \$ 1,718,916.92 | | | | <u>5</u> |
| Monthly Debt Payment: \$ 6,030.00 | | | | |
| Number of Customers: 469 | | | | |
| Monthly Payment Per Customer: \$ 12.86 | | | | |
| MEDIAN HOUSEHOLD INCOME \$ 30,078.00 (Maximum: 10 points) | | | | <u>6</u> |
| ABILITY TO FINANCE PROJECT (Maximum: 12 points) | | | | |
| FP = $\frac{(\$99,999.00)}{(469)} \frac{(0.0710)}{(12)} =$ | | \$ 1.26 | | <u>3</u> |
| AMOUNT OF GRANT REQUESTED (Maximum: 5 points) | | | | |
| AR = \$99,999.00 | | | | <u>1</u> |
| REQUEST NUMBER <u>0</u> | | | | <u>0</u> |
| ENFORCMENT ORDER <u>Yes</u> (Maximum: 5 points) | | | | <u>5</u> |
| BENEFIT OF PROJECT TO OTHER SYSTEMS <u>No</u> | | | | <u>0</u> |
| FISCAL SUSTAINABILITY | | | | <u>6</u> |
| TOTAL PRIORITY POINTS | | | | <u>94</u> |

6. The project shall be to evaluate the existing wells, drill test wells and do water quality analysis, plus all appurtenances required to complete the project 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, City of Konawa 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 20th day of May 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: Westport Utility Authority
COUNTY: Pawnee

DATE RECEIVED: 08/14/2024
APPLICATION NUMBER: FAP-25-0011-R

Amount Requested: \$99,999.00

Amount Recommended: \$99,999.00

PROJECT DESCRIPTION: Westport Utility Authority operates a water system. The Authority is experiencing numerous leakage incidents due to the thin-walled piping and the overall age of the system, resulting in service outages and periods of low water pressure for users throughout the town. The proposed project is to replace the main lines in the Skyview Neighborhood, as well as replace lines and valves for each of the three (3) storage tanks, plus 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 | |
|---|----|--|----------------------|-----------------|-----------|
| Population <u>479</u> (Maximum: 55 points) | | | | <u>55</u> | |
| WATER AND SEWER RATE STRUCTURE (Maximum: 13 points) | | | | | |
| Water rate per 5,000 gal/month: | \$ | 59.75 | () 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 | \$ | 59.75 | () Uniform | <u>0</u> | |
| | | | (X) Increasing Block | <u>+2</u> | |
| | | <u>10</u> points | () Sales tax (W/S) | <u>+1</u> | |
| INDEBTEDNESS PER CUSTOMER (Maximum: 10 points) | | | | | <u>0</u> |
| Total Indebtedness: | \$ | 0.00 | | | |
| Monthly Debt Payment: | \$ | 0.00 | | | |
| Number of Customers: | | 104 | | | |
| Monthly Payment Per Customer: | \$ | 0.00 | | | |
| MEDIAN HOUSEHOLD INCOME \$ 67,639.00 (Maximum: 10 points) | | | | <u>0</u> | |
| ABILITY TO FINANCE PROJECT (Maximum: 12 points) | | | | | <u>9</u> |
| FP | = | $\frac{(\$99,999.00)}{(104)} \times \frac{(0.0710)}{(12)}$ | = \$ 5.69 | | |
| AMOUNT OF GRANT REQUESTED (Maximum: 5 points) | | | | <u>1</u> | |
| AR | = | \$99,999.00 | | | |
| REQUEST NUMBER <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>87</u> | |

6. The project shall be to replace the main lines in the Skyview Neighborhood, as well as replace lines and valves for each of the three (3) storage tanks 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, Westport Utility 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 20th day of May 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: Rural Water District No. 12, Delaware County, Oklahoma **DATE RECEIVED:** 08/22/2024
COUNTY: Delaware **APPLICATION NUMBER:** FAP-25-0023-R

Amount Requested: \$109,360.00

Amount Recommended: \$109,360.00

PROJECT DESCRIPTION: Rural Water District No. 12, Delaware County, Oklahoma (District) operates a water distribution system. The District is addressing a consent order from ODEQ for low pressure throughout the system which has many leaks. The District would like to recognize leaks faster to keep the pressure up to standard. The proposed project is to install 204 meters and 4 telemetry units, and all appurtenances required to complete the project. The estimated cost of the project is \$109,360.00 which will be funded by the OWRB REAP Grant of \$109,360.00.

| Priority Ranking | | | | Priority Points |
|--|--------------|--|-----------|-----------------|
| Taps 428 (Maximum: 55 points) | | | | <u>55</u> |
| WATER AND SEWER RATE STRUCTURE (Maximum: 13 points) | | | | |
| Water rate per 5,000 gal/month: | \$ 70.00 | () 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 | \$ 70.00 | (X) Uniform | <u>0</u> | |
| | | () Increasing Block | <u>+2</u> | |
| | 10 points | () Sales tax (W/S) | <u>+1</u> | |
| INDEBTEDNESS PER CUSTOMER (Maximum: 10 points) | | | | |
| Total Indebtedness: | \$ 3,040.00 | | | <u>0</u> |
| Monthly Debt Payment: | \$ 608.00 | | | |
| Number of Customers: | 428 | | | |
| Monthly Payment Per Customer: | \$ 1.42 | | | |
| MEDIAN HOUSEHOLD INCOME | \$ 44,268.00 | (Maximum: 10 points) | | <u>3</u> |
| ABILITY TO FINANCE PROJECT (Maximum: 12 points) | | | | |
| FP | = | $\frac{(\$109,360.00)}{(428)} \frac{(0.0710)}{(12)}$ | = \$ 1.51 | <u>4</u> |
| AMOUNT OF GRANT REQUESTED (Maximum: 5 points) | | | | |
| AR | = | \$109,360.00 | | <u>(1)</u> |
| REQUEST NUMBER | <u>0</u> | | | <u>0</u> |
| ENFORCMENT ORDER | <u>Yes</u> | (Maximum: 5 points) | | <u>5</u> |
| BENEFIT OF PROJECT TO OTHER SYSTEMS | <u>No</u> | | | <u>0</u> |
| FISCAL SUSTAINABILITY | | | | <u>6</u> |
| TOTAL PRIORITY POINTS | | | | <u>82</u> |

6. The project shall be to install 204 meters and 4 telemetry units 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, Rural Water District No. 12, Delaware 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 20th day of May 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: Haileyville Public Works Authority
COUNTY: Pittsburg

DATE RECEIVED: 08/30/2024
APPLICATION NUMBER: FAP-25-0063-R

Amount Requested: \$99,999.00

Amount Recommended: \$99,999.00

PROJECT DESCRIPTION: Haileyville Public Works Authority operates a wastewater system. The Authority is currently experiencing inflow and infiltration (I&I) challenges due to deteriorating pipeline infrastructure and is currently under consent order from ODEQ. The proposed project is to remove and replace of approximately 1,300 linear feet of 8-inch sewer line, three (3) manholes and reconnect ten (10) service connections, and all appurtenances required for project completion. 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 |
|---|--|--|-----------|-----------------|
| Population <u>716</u> (Maximum: 55 points) | | | | <u>55</u> |
| WATER AND SEWER RATE STRUCTURE (Maximum: 13 points) | | | | |
| Water rate per 5,000 gal/month: \$ | | () Flat rate | <u>-3</u> | <u>12</u> |
| Sewer rate per 5,000 gal/month: \$ | | () Decreasing Block | <u>-2</u> | |
| Total \$ 119.20 | | () Uniform | <u>0</u> | |
| | | (X) Increasing Block | <u>+2</u> | |
| 10 points | | () Sales tax (W/S) | <u>+1</u> | |
| INDEBTEDNESS PER CUSTOMER (Maximum: 10 points) | | | | |
| Total Indebtedness: \$ | | 190,142.00 | | <u>3</u> |
| Monthly Debt Payment: \$ | | 7,070.00 | | |
| Number of Customers: | | 716 | | |
| Monthly Payment Per Customer: \$ | | 9.87 | | |
| MEDIAN HOUSEHOLD INCOME \$ 41,250.00 (Maximum: 10 points) | | | | <u>3</u> |
| ABILITY TO FINANCE PROJECT (Maximum: 12 points) | | | | |
| FP = | | $\frac{(\$99,999.00)}{(716)} \frac{(0.0710)}{(12)} = \0.83 | | <u>1</u> |
| AMOUNT OF GRANT REQUESTED (Maximum: 5 points) | | | | |
| AR = | | \$99,999.00 | | <u>1</u> |
| REQUEST NUMBER <u>0</u> | | | | <u>0</u> |
| ENFORCMENT ORDER <u>Yes</u> (Maximum: 5 points) | | | | <u>5</u> |
| BENEFIT OF PROJECT TO OTHER SYSTEMS <u>No</u> | | | | <u>0</u> |
| FISCAL SUSTAINABILITY | | | | <u>10</u> |
| TOTAL PRIORITY POINTS | | | | <u>90</u> |

6. The project shall be to remove and replace of approximately 1,300 linear feet of 8-inch sewer line, three (3) manholes and reconnect ten (10) 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, Haileyville 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 20th day of May 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: Pond Creek Public Works Authority
COUNTY: Grant

DATE RECEIVED: 07/31/2024
APPLICATION NUMBER: FAP-25-0007-R

Amount Requested: \$99,999.00

Amount Recommended: \$99,999.00

PROJECT DESCRIPTION: Pond Creek Public Works Authority operates a water system. Water Well #1 for the town is deteriorating and seeing reduced water production. The proposed project is to replace the deteriorating well and drill a new one immediately adjacent to the old one, and all appurtenances required to complete the project. The estimate cost of the project is \$120,125.00 which will be funded by the OWRB REAP Grant of \$99,999.00 and local funds of \$20,126.00.

| Priority Ranking | | | Priority Points |
|--|--|-----------|-----------------|
| Population <u>885</u> (Maximum: 55 points) | | | <u>55</u> |
| WATER AND SEWER RATE STRUCTURE (Maximum: 13 points) | | | |
| Water rate per 5,000 gal/month: \$ 29.50 | <input type="checkbox"/> Flat rate | <u>-3</u> | <u>9</u> |
| Sewer rate per 5,000 gal/month: <u>19.10</u> | <input type="checkbox"/> Decreasing Block | <u>-2</u> | |
| Total \$ 48.60 | <input type="checkbox"/> Uniform | <u>0</u> | |
| | <input checked="" type="checkbox"/> Increasing Block | <u>+2</u> | |
| 7 points | <input type="checkbox"/> Sales tax (W/S) | <u>+1</u> | |
| INDEBTEDNESS PER CUSTOMER (Maximum: 10 points) | | | |
| Total Indebtedness: \$ 0.00 | | | <u>0</u> |
| Monthly Debt Payment: \$ 0.00 | | | |
| Number of Customers: 406 | | | |
| Monthly Payment Per Customer: \$ 0.00 | | | |
| MEDIAN HOUSEHOLD INCOME \$ 57,639.00 (Maximum: 10 points) | | | <u>0</u> |
| ABILITY TO FINANCE PROJECT (Maximum: 12 points) | | | |
| $FP = \frac{(\$99,999.00)}{(406)} \frac{(0.0710)}{(12)} = \$ 1.46$ | | | <u>3</u> |
| AMOUNT OF GRANT REQUESTED (Maximum: 5 points) | | | |
| AR = \$99,999.00 | | | <u>1</u> |
| REQUEST NUMBER <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>78</u> |

6. The project shall be to replace the deteriorating well and drill a new one immediately adjacent to the old one, 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, Pond Creek 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 20th day of May 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: Town of Waynoka
COUNTY: Woods

DATE RECEIVED: 08/28/2024
APPLICATION NUMBER: FAP-25-0039-R

Amount Requested: \$99,999.00

Amount Recommended: \$99,999.00

PROJECT DESCRIPTION: The Town of Waynoka operates a water system and is experiencing significant water loss with potential public health risks. Due to the lack of water valves in its aging infrastructure, the Town must shut down the entire water tower for repairs leaving no access to water. The proposed project is to strategically install water valves throughout the distribution system to mitigate water loss and enable localized repairs, plus 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 |
|--|--|----------------------|-----------|-----------------|
| Population <u>708</u> (Maximum: 55 points) | | | | <u>55</u> |
| WATER AND SEWER RATE STRUCTURE (Maximum: 13 points) | | | | |
| Water rate per 5,000 gal/month: \$ 48.24 | | () Flat rate | <u>-3</u> | <u>12</u> |
| Sewer rate per 5,000 gal/month: <u>21.93</u> | | () Decreasing Block | <u>-2</u> | |
| Total \$ 70.17 | | () Uniform | <u>0</u> | |
| | | (X) Increasing Block | <u>+2</u> | |
| 10 points | | () Sales tax (W/S) | <u>+1</u> | |
| INDEBTEDNESS PER CUSTOMER (Maximum: 10 points) | | | | |
| Total Indebtedness: \$ 0.00 | | | | <u>0</u> |
| Monthly Debt Payment: \$ 0.00 | | | | |
| Number of Customers: 670 | | | | |
| Monthly Payment Per Customer: \$ 0.00 | | | | |
| MEDIAN HOUSEHOLD INCOME \$ 42,813.00 (Maximum: 10 points) | | | | <u>3</u> |
| ABILITY TO FINANCE PROJECT (Maximum: 12 points) | | | | |
| FP = $\frac{(\$99,999.00)}{(670)} \frac{(0.0710)}{(12)} =$ | | \$ 0.88 | | <u>1</u> |
| AMOUNT OF GRANT REQUESTED (Maximum: 5 points) | | | | |
| AR = \$99,999.00 | | | | <u>1</u> |
| REQUEST NUMBER <u>1</u> | | | | <u>(5)</u> |
| ENFORCMENT ORDER <u>No</u> (Maximum: 5 points) | | | | <u>0</u> |
| BENEFIT OF PROJECT TO OTHER SYSTEMS <u>No</u> | | | | <u>0</u> |
| FISCAL SUSTAINABILITY | | | | <u>3</u> |
| TOTAL PRIORITY POINTS | | | | <u>70</u> |

6. The project shall be to strategically install water valves throughout the distribution system to mitigate water loss and enable localized repairs 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 Waynoka 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 20th day of May 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: Lehigh Development Authority
COUNTY: Coal

DATE RECEIVED: 08/29/2024
APPLICATION NUMBER: FAP-25-0044-R

Amount Requested: \$99,999.00

Amount Recommended: \$99,999.00

PROJECT DESCRIPTION: Lehigh Development Authority owns and operates a water distribution system. The Authority is experiencing apparent water loss due to outdated and inefficient water meters within the system. The proposed project is to install 175 AMR meters plus 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 |
|--|---------------|--|----------------------|-----------------|
| Population <u>356</u> (Maximum: 55 points) | | | | <u>55</u> |
| WATER AND SEWER RATE STRUCTURE (Maximum: 13 points) | | | | |
| Water rate per 5,000 gal/month: | \$ 50.83 | <input type="checkbox"/> Flat rate | <u>-3</u> | <u>12</u> |
| Sewer rate per 5,000 gal/month: | <u>37.85</u> | <input type="checkbox"/> Decreasing Block | <u>-2</u> | |
| Total | \$ 88.68 | <input type="checkbox"/> Uniform | <u>0</u> | |
| | | <input checked="" type="checkbox"/> Increasing Block | <u>+2</u> | |
| | 10 points | <input type="checkbox"/> Sales tax (W/S) | <u>+1</u> | |
| INDEBTEDNESS PER CUSTOMER (Maximum: 10 points) | | | | |
| Total Indebtedness: | \$ 552,944.00 | | | <u>9</u> |
| Monthly Debt Payment: | \$ 3,063.00 | | | |
| Number of Customers: | 175 | | | |
| Monthly Payment Per Customer: | \$ 17.50 | | | |
| MEDIAN HOUSEHOLD INCOME | \$ 49,000.00 | | (Maximum: 10 points) | <u>1</u> |
| ABILITY TO FINANCE PROJECT (Maximum: 12 points) | | | | |
| FP | = | $\frac{(\$99,999.00)}{(175)} \times \frac{(0.0710)}{(12)}$ | = \$ 3.38 | <u>7</u> |
| AMOUNT OF GRANT REQUESTED (Maximum: 5 points) | | | | |
| AR | = | \$99,999.00 | | <u>1</u> |
| REQUEST NUMBER | <u>1</u> | | | <u>(5)</u> |
| ENFORCMENT ORDER | <u>No</u> | | (Maximum: 5 points) | <u>0</u> |
| BENEFIT OF PROJECT TO OTHER SYSTEMS | <u>No</u> | | | <u>0</u> |
| FISCAL SUSTAINABILITY | | | | <u>3</u> |
| TOTAL PRIORITY POINTS | | | | <u>83</u> |

6. The project shall be to install 175 AMR meters 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, Lehigh Development Authority is required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and grant policies.

SO ORDERED this 20th day of May 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: Town of Stratford
COUNTY: Garvin

DATE RECEIVED: 08/19/2024
APPLICATION NUMBER: FAP-25-0017-R

Amount Requested: \$99,999.00

Amount Recommended: \$99,999.00

PROJECT DESCRIPTION: Town of Stratford operates a wastewater treatment system. The current lift station needs repair to prevent premature wear and tear on the main pumps. The proposed project is to install a new headworks, new comminutor, wet well repair, replace the pump and piping, 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 of \$99,999.00.

| Priority Ranking | | | | Priority Points |
|--|--|----------------------|-----------|-----------------|
| Population <u>1405</u> (Maximum: 55 points) | | | | <u>55</u> |
| WATER AND SEWER RATE STRUCTURE (Maximum: 13 points) | | | | |
| Water rate per 5,000 gal/month: \$ 52.00 | | () Flat rate | <u>-3</u> | <u>12</u> |
| Sewer rate per 5,000 gal/month: <u>26.50</u> | | () Decreasing Block | <u>-2</u> | |
| Total \$ 78.50 | | () Uniform | <u>0</u> | |
| | | (X) Increasing Block | <u>+2</u> | |
| 10 points | | () Sales tax (W/S) | <u>+1</u> | |
| INDEBTEDNESS PER CUSTOMER (Maximum: 10 points) | | | | |
| Total Indebtdness: \$ 0.00 | | | | <u>0</u> |
| Monthly Debt Payment: \$ 0.00 | | | | |
| Number of Customers: 694 | | | | |
| Monthly Payment Per Customer: \$ 0.00 | | | | |
| MEDIAN HOUSEHOLD INCOME \$ 35,625.00 (Maximum: 10 points) | | | | <u>5</u> |
| ABILITY TO FINANCE PROJECT (Maximum: 12 points) | | | | |
| FP = $\frac{(\$99,999.00)}{(694)} \frac{(0.0710)}{(12)} = \$ 0.85$ | | | | <u>1</u> |
| AMOUNT OF GRANT REQUESTED (Maximum: 5 points) | | | | |
| AR = \$99,999.00 | | | | <u>1</u> |
| REQUEST NUMBER <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>84</u> |

6. The project shall be to install a new headworks, new comminutor, wet well repair, replace the pump and piping 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 Stratford 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 20th day of May 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

AMERICAN RESCUE PLAN ACT (ARPA) APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Miami Special Utility Authority, Ottawa County

Grant Application No.: ARP-25-0001-DTG
American Rescue Plan Act Grant (“ARPA Grant”)

Amount Requested: \$3,400,000.00

Designated Grant

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

Purpose: The Miami Special Utility Authority operates a water system which has outdated water meters, and needs to upgrade for better water usage measurements. The proposed project is to install automated meters with software and all appurtenances required to complete the project.

| <u>Sources of Funds (Est.)</u> | | <u>Uses of Funds (Est.)</u> | |
|---------------------------------------|------------------------------|------------------------------------|------------------------------|
| OWRB ARPA Grant: | \$3,400,000.00 | ARPA Admin. Fee: | \$0.00 |
| MODOC Tribal | | Project: | \$9,858,235.00 |
| Matching Funds: | 1,700,000.00 | Fees: | 0.00 |
| Ottawa Tribal | | Other Uses: | 0.00 |
| Matching Funds: | 1,700,000.00 | | |
| Local Matching Funds: | 3,058,235.00 | | |
| Total | <u>\$9,858,235.00</u> | Total | <u>\$9,858,235.00</u> |

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

IN THE MATTER OF AMERICAN RESCUE PLAN ACT)
(ARPA) GRANT APPLICATION NO. ARP-25-0001-DTG)
IN THE NAME OF THE MIAMI SPECIAL UTILITY)
AUTHORITY, OTTAWA COUNTY, OKLAHOMA.)

**PROPOSED
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 20th day of May 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 \$3,400,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$3,400,000.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to install automated meters with software. Applicant is authorized to request the ARPA grant funds only for costs incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, The Miami Special Utility Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA regulations, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 20th day of May 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:

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

Lori Johnson, Chief
Financial Assistance Division

AMERICAN RESCUE PLAN ACT (ARPA) APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Seneca-Cayuga Nation, Delaware County

Grant Application No.: ARP-25-0003-DTG
American Rescue Plan Act Grant (“ARPA Grant”)

Amount Requested: \$6,631,925.00

Designated Grant

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

Purpose: Seneca-Cayuga Nation (Nation) operates a water and wastewater system serving its tribal communities. The Nation is seeking to make critical improvements to the system to ensure the delivery of reliable, efficient, and safe water services to the tribal communities. The proposed projects are to add approximately 22,500 linear feet of 12-inch water lines, looping existing lines to aid capacity, upgrading current water meters, install new gate valves, new water and sewer connections, manholes, renovating an existing lift station, installing solar panels to help power the water pumping facilities and control, and all appurtenances required to complete the project.

| <u>Sources of Funds (Est.)</u> | | <u>Uses of Funds (Est.)</u> | |
|---------------------------------------|-------------------------------|------------------------------------|-------------------------------|
| OWRB ARPA Grant: | \$6,631,925.00 | Project: | \$13,263,850.00 |
| Seneca-Cayuga Tribal Matching Funds: | 6,631,925.00 | | |
| Total | <u>\$13,263,850.00</u> | Total | <u>\$13,263,850.00</u> |

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

IN THE MATTER OF AMERICAN RESCUE PLAN ACT)
(ARPA) GRANT APPLICATION NO. ARP-25-0003-DTG)
IN THE NAME OF THE SENECA - CAYUGA NATION,)
DELAWARE COUNTY, OKLAHOMA.)

**PROPOSED
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 20th day of May 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 \$6,631,925.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$6,631,925.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to add approximately 22,500 linear feet of 12-inch water lines, looping existing lines to aid capacity, upgrading current water meters, install new gate valves, new water and sewer connections, manholes, renovating an existing lift station, and installing solar panels to help power the water pumping facilities and control. 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, Seneca - Cayuga Nation 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 20th day of May 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:

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

Lori Johnson, Chief
Financial Assistance Division

3. SUMMARY DISPOSITION AGENDA ITEMS

D. Contracts and Agreements Recommended for Approval

May 20, 2025

AGENDA ITEM 3D(1)

MEMORANDUM AGREEMENT

| | |
|-----------------|--|
| WITH: | Arkansas-Oklahoma Arkansas River Compact Commission |
| PURPOSE: | For water monitoring and data collection |
| AMOUNT: | Ark-OK to pay \$7,100.00 |
| TERM: | Fiscal Year 2026 |

MEMORANDUM AGREEMENT

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

WITNESSETH:

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

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

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

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

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board one lump sum in the amount of Seven Thousand One Hundred Dollars (\$7,100.00) to cover costs of necessary field and office work directly related to the maintenance and operation of the gaging station on the Arkansas River in Oklahoma west of Fort Smith, Arkansas and the computation of flows thereat, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2025.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Arkansas-Oklahoma Arkansas River Compact

Commission for the Fiscal Year Ending June 30, 2026", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.

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

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

OKLAHOMA WATER RESOURCES BOARD ARKANSAS-OKLAHOMA ARKANSAS
RIVER COMPACT COMMISSION

Jennifer Castillo, Chairman Date

Dr. Delia Haak, Chairman Date

ATTEST:

ATTEST:

Suzanne Landess, Secretary

April Harris, Secretary

(SEAL)

(SEAL)

U.S. GEOLOGICAL SURVEY

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

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY
for the AR/OK ARKANSAS RIVER COMPACT COMMISSION
for the Fiscal Year Ending June 30, 2026

Program Description:

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

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

We propose the continuation of the above data collection program for the period July 1, 2025 to June 30, 2026 as summarized below:

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

AGENDA ITEM 3D(2)

MEMORANDUM AGREEMENT

| | |
|-----------------|--|
| WITH: | City of Enid |
| PURPOSE: | For water monitoring and data collection |
| AMOUNT: | City of Enid to pay \$25,900.00 |
| TERM: | Fiscal Year 2026 |

MEMORANDUM AGREEMENT

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

WITNESSETH:

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

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

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

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

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Twenty-Five Thousand Nine Hundred Dollars (\$25,900.00) to cover costs of necessary field and office work directly related to the collection and computation of continuous record of stream stage and discharge on Boggy Creek and North Boggy Creek or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2025.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the City of Enid for the Fiscal Year Ending June 30, 2026", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.

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

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

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

OKLAHOMA WATER RESOURCES BOARD CITY OF ENID

Jennifer Castillo, Chairman Date

Murali Katta
Director of Engineering Date

ATTEST:

ATTEST:

Suzanne Landess, Secretary
(SEAL)

Secretary
(SEAL)

U.S. GEOLOGICAL SURVEY

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

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY
for the CITY OF ENID
for the Fiscal Year Ending June 30, 2026

Program Description:

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

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

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

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

We propose the installation and operation and maintenance of the above data collection program for the period July 1, 2025 through June 30, 2026 as summarized below:

| Station No. | Station Name | Total |
|-------------|--|-----------------|
| | Boggy Creek at Leona Mitchell Blvd (stage) | \$ 5,200 |
| | North Boggy Creek at US HWY 412 (stage) | \$ 5,200 |
| | Boggy Creek at S 30 th Street (stage/discharge) | <u>\$15,500</u> |
| | Total | \$25,900 |

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

Total **\$25,900**

AGENDA ITEM 3D(3)

MEMORANDUM AGREEMENT

| | |
|-----------------|--|
| WITH: | City of Lawton |
| PURPOSE: | For water monitoring and data collection |
| AMOUNT: | City of Lawton to pay \$16,500.00 |
| TERM: | Fiscal Year 2026 |

MEMORANDUM AGREEMENT

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

WITNESSETH:

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

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

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

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

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS.
2. Within thirty (30) days after receipt of a quarterly invoice from the Board, the Cooperator shall contribute and pay to the Board the amount of Three Thousand Nine Hundred Dollars (\$3,900.00) to cover costs of necessary field and office work directly related to the collection and computation of records of streamflow on East Cache Creek, Lake Lawtonka and Lake Ellsworth and data collection platforms at the lake sites, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2025. The total amount of all invoices and payments under this agreement shall be Sixteen Thousand Five Hundred Dollars (\$16,500.00).
3. Funds paid by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the City of Lawton for the Fiscal Year Ending June 30, 2026", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.
4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days' prior written notice to the other party.

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

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

OKLAHOMA WATER RESOURCES BOARD

CITY OF LAWTON

Jennifer Castillo, Chairman Date

Stan Booker, Mayor Date

ATTEST:

ATTEST:

Suzanne Landess, Secretary

(SEAL)

City Clerk

(SEAL)

U.S. GEOLOGICAL SURVEY

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

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY
for the CITY OF LAWTON
for the Fiscal Year Ending June 30, 2026

Program Description:

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

We propose the continuation of the above data collection program for the period July 1, 2025 through June 30, 2026 as summarized below:

| Station No. | Station Name | Total |
|--|--------------------------------|-----------------|
| 07308990 | Lake Ellsworth nr Elgin | \$ 5,200 |
| 07309500 | Lake Lawtonka nr Medicine Park | \$ 5,200 |
| 07311000 | East Cache Creek nr Walters | <u>\$16,800</u> |
| Total | | \$27,200 |
| | | |
| City of Lawton's share through OWRB----- | | \$16,500 |
| U.S. Geological Survey matching funds----- | | \$ 9,400 |
| U.S. Geological Survey FPS funds----- | | <u>\$ 1,300</u> |
| Total | | \$27,200 |

AGENDA ITEM 3D(4)

MEMORANDUM AGREEMENT

| | |
|-----------------|--|
| WITH: | City of Moore |
| PURPOSE: | For water monitoring and data collection |
| AMOUNT: | City of Moore to pay \$6,900.00 |
| TERM: | Fiscal Year 2026 |

MEMORANDUM AGREEMENT

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

WITNESSETH:

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

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

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

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

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Six Thousand Nine Hundred Dollars (\$6,900.00) to cover costs of necessary field and office work directly related to the collection and computation of continuous record of inflow, storage and outflow from the Canadian River near Mustang and Norman, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2025.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Cities of Moore and Norman for the Fiscal Year Ending June 30, 2026", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.

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

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

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

OKLAHOMA WATER RESOURCES BOARD CITY OF MOORE

Jennifer Castillo, Chairman Date

Glenn Lewis, Mayor Date

ATTEST:

ATTEST:

Suzanne Landess, Secretary
(SEAL)

City Clerk
(SEAL)

U.S. GEOLOGICAL SURVEY

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

Proposed
Cooperative Program
between the **Oklahoma Water Resources Board**
and the **U.S. Geological Survey**
for the **Cities of Moore and Norman**
for the Fiscal Year Ending June 30, 2026

Program Description:

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

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

We propose the continuation of the above data collection program for the period July 1, 2025 through June 30, 2026 as summarized in below:

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

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

AGENDA ITEM 3D(5)

MEMORANDUM AGREEMENT

WITH:

City of Norman

PURPOSE:

For water monitoring and data collection

AMOUNT:

City of Norman to pay \$6,900.00

TERM:

Fiscal Year 2026

MEMORANDUM AGREEMENT

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

WITNESSETH:

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

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

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

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

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Six Thousand Nine Hundred Dollars (\$6,900.00) to cover costs of necessary field and office work directly related to the collection and computation of continuous record of inflow, storage and outflow from the Canadian River near Mustang and Norman, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2025.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Cities of Moore and Norman for the Fiscal Year Ending June 30, 2026", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.

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

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

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

OKLAHOMA WATER RESOURCES BOARD NORMAN UTILITIES AUTHORITY

Jennifer Castillo, Chairman Date

Larry Heikkila, Chairman Date

ATTEST:

ATTEST:

Suzanne Landess, Secretary

Secretary

(SEAL)

(SEAL)

U.S. GEOLOGICAL SURVEY

Approved as to form and legality:

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

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

Proposed
Cooperative Program
between the **Oklahoma Water Resources Board**
and the **U.S. Geological Survey**
for the **Cities of Moore and Norman**
for the Fiscal Year Ending June 30, 2026

Program Description:

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

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

We propose the continuation of the above data collection program for the period July 1, 2025 through June 30, 2026 as summarized in below:

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

*Includes City of Oklahoma City's share of \$10,000 under separate agreement.

AGENDA ITEM 3D(6)

MEMORANDUM AGREEMENT

| | |
|-----------------|--|
| WITH: | Central Oklahoma Master Conservancy District |
| PURPOSE: | For water monitoring and data collection |
| AMOUNT: | COMCD to pay \$13,600.00 |
| TERM: | Fiscal Year 2026 |

MEMORANDUM AGREEMENT

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

WITNESSETH:

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

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

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

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

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Thirteen Thousand Six Hundred Dollars (\$13,600.00) to cover costs of necessary field and office work directly related to the operation of a stream gaging station on Little River below Thunderbird Reservoir for the purpose of rating the Thunderbird Reservoir outlet works and as an official record of discharge from the Reservoir, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2025.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Central Oklahoma Master Conservancy District for the Fiscal Year Ending June 30, 2026", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.
4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days' prior written notice to the other party.

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

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

OKLAHOMA WATER RESOURCES BOARD CENTRAL OKLAHOMA MASTER
CONSERVANCY DISTRICT

Jennifer Castillo, Chairman Date

Amanda Nairn, President Date

ATTEST:

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Michael Dean, Secretary

(SEAL)

U.S. GEOLOGICAL SURVEY

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

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY for the
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
for the Fiscal Year Ending June 30, 2026

Program Description:

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

We propose the continuation of the above data collection program for the period July 1, 2025 through June 30, 2026 as summarized below:

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

AGENDA ITEM 3D(7)

MEMORANDUM AGREEMENT

| | |
|-----------------|--|
| WITH: | CP Kelco |
| PURPOSE: | For water monitoring and data collection |
| AMOUNT: | CP Kelco to pay \$12,500.00 |
| TERM: | Fiscal Year 2026 |

MEMORANDUM AGREEMENT

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

WITNESSETH:

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

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

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

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

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

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) to cover costs of necessary field and office work directly related to the collection and computation of streamflow records for the Deep Fork River at Beggs, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2025.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for CP Kelco for the

Fiscal Year Ending June 30, 2026", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.

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

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

OKLAHOMA WATER RESOURCES BOARD CP Kelco, Inc.

Jennifer Castillo., Chairman Date

Name: Date
Title:

ATTEST:

ATTEST:

Suzanne Landess, Secretary

[Name, Title]

(SEAL)

(SEAL)

U.S. GEOLOGICAL SURVEY

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

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY
for the CP KELCO, INC.
for the Fiscal Year Ending June 30, 2026

Program Description:

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

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

We propose the continuation of the above data collection program for the period July 1, 2025 to June 30, 2026 as summarized below:

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

AGENDA ITEM 3D(8)

MEMORANDUM AGREEMENT

| | |
|-----------------|---|
| WITH: | Fort Cobb Master Cons. Dist. |
| PURPOSE: | For water monitoring and data collection |
| AMOUNT: | Fort Cobb Master Cons. Dist. to pay \$23,300.00 |
| TERM: | Fiscal Year 2026 |

MEMORANDUM AGREEMENT

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

WITNESSETH:

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

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

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

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

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Twenty-Three Thousand Three Hundred Dollars (\$23,300.00) to cover costs of necessary field and office work directly related to the collection and computation of data to compute a complete water budget at Fort Cobb Reservoir, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2025.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Fort Cobb Reservoir Master Conservancy District for the Fiscal Year Ending June 30, 2026", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.
4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days' prior written notice to the other party.

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

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

OKLAHOMA WATER RESOURCES BOARD FORT COBB RESERVOIR MASTER
CONSERVANCY DISTRICT

Jennifer Castillo, Chairman Date

President Date

ATTEST:

ATTEST:

Suzanne Landess, Secretary

Secretary

(SEAL)

(SEAL)

U.S. GEOLOGICAL SURVEY

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

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY for the
FORT COBB RESERVOIR MASTER CONSERVANCY DISTRICT
for the Fiscal Year Ending June 30, 2026

Program Description:

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

We propose the continuation of the above data collection program for the period July 1, 2025 through June 30, 2026 as summarized below:

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

AGENDA ITEM 3D(9)

MEMORANDUM AGREEMENT

| | |
|-----------------|--|
| WITH: | Grand River Dam Authority ("GRDA") |
| PURPOSE: | For water monitoring and data collection |
| AMOUNT: | GRDA to pay \$77,700.00 |
| TERM: | Fiscal Year 2026 |

MEMORANDUM AGREEMENT

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

WITNESSETH:

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

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

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

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

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board one lump sum in the amount of Seventy-Seven Thousand Seven Hundred Dollars (\$77,700.00) to cover costs of necessary field and office work directly related to the collection and computation of records of streamflow directly related to the operation and maintenance of gaging stations and the computation of flows thereat, as required under Article 10 of said Federal Energy Regulatory Commission License No. 1494 and of said Federal Energy Regulatory Commission License No. 2183, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2025.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the

4. Board will, at all times during the term of this Agreement and for a period of five (5) years after the completion of this Agreement, maintain and make available for inspection and audit by GRDA and/or the Oklahoma State Auditor, all books, supporting documents, accounting procedures, practices, and all other items relevant to the Agreement.
5. Board will, at all times during the term of this Agreement and for a period of five (5) years after the completion of this Agreement, maintain and make available for inspection and audit by Cooperator and/or the Oklahoma State Auditor, all books, supporting documents, accounting procedures, practices, and all other items relevant to the Agreement.
6. This Agreement shall be governed by and subject to the laws of the State of Oklahoma.

OKLAHOMA WATER RESOURCES BOARD GRAND RIVER DAM AUTHORITY

(SEAL)

U.S. GEOLOGICAL SURVEY

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

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY
for the GRAND RIVER DAM AUTHORITY
for the Fiscal Year Ending June 30, 2026

Program Description:

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

We propose the continuation of the above data collection program for the period July 1, 2025 to June 30, 2026 as summarized below:

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

TOTAL \$122,500

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

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

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

GRDA Share through OWRB-----\$77,700

U.S. Geological Survey Matching funds-----\$34,100

U.S. Geological Survey FPS funds-----\$10,700

TOTAL -----\$122,500

AGENDA ITEM 3D(10)

MEMORANDUM AGREEMENT

| | |
|-----------------|--|
| WITH: | Hardage Site Remedy Corp. |
| PURPOSE: | For water monitoring and data collection |
| AMOUNT: | Hardage to pay \$11,500.00 |
| TERM: | Fiscal Year 2026 |

MEMORANDUM AGREEMENT

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

WITNESSETH:

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

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

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

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

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Eleven Thousand Five Hundred Dollars (\$11,500.00) to cover costs of necessary field and office work directly related to the collection and computation of records of streamflow on North Criner Creek in the vicinity of Criner, Oklahoma, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2025.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Hardage Site Remedy Corp. for the Fiscal Year Ending June 30, 2026", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.
4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days prior written notice to the other party.

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

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

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

Jennifer Castillo, Chairman Date

J. Mark Kamilow, President Date

ATTEST:

ATTEST:

Suzanne Landess, Secretary
(SEAL)

Patrick R. Pearce, Assistant Secretary
(SEAL)

U.S. GEOLOGICAL SURVEY

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

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY for the
HARDAGE STEERING COMMITTEE
for the Fiscal Year Ending June 30, 2026

Program Description:

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

We propose the continuation of the above data collection program for the period July 1, 2025 through June 30, 2026 as summarized below:

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

AGENDA ITEM 3D(11)

MEMORANDUM AGREEMENT

| | |
|-----------------|--|
| WITH: | Lugert-Altus Irrigation District |
| PURPOSE: | For water monitoring and data collection |
| AMOUNT: | Lugert-Altus to pay \$17,300.00 |
| TERM: | Fiscal Year 2026 |

MEMORANDUM AGREEMENT

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

WITNESSETH:

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

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

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

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

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Twenty-Two Thousand Nine Hundred Dollars (\$22,900.00) to cover costs of necessary field and office work directly related to the collection and computation of records of streamflow to provide a continuous record of the inflow, storage and outflow from Lugert-Altus Reservoir into the natural stream channel, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2025.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Lugert-Altus Irrigation District for the Fiscal Year Ending June 30, 2026", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.
4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days prior written notice to the other party.

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

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

OKLAHOMA WATER RESOURCES BOARD LUGERT-ALTUS IRRIGATION
DISTRICT

Jennifer Castillo, Chairman Date

Tom Buchanan, Manager Date

ATTEST:

ATTEST:

Suzanne Landess, Acting Secretary
(SEAL)

Allen Ensley, Office Manager
(SEAL)

U.S. GEOLOGICAL SURVEY

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

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY
for the LUGERT-ALTUS IRRIGATION DISTRICT
for the Fiscal Year Ending June 30, 2026

Program Description:

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

We propose the continuation of the above data collection program for the period July 1, 2025 to June 30, 2026 as summarized below:

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

| | |
|---|-----------------|
| City of Altus share through OWRD (14%)----- | \$ 5,600 |
| Lugert-Altus Irrigation District share (43%)----- | \$17,300 |
| U.S. Geological Survey matching funds (36%)----- | \$13,200 |
| U.S. Geological Survey FPS funds (7%)----- | <u>\$ 2,700</u> |
| TOTAL | \$38,800 |

AGENDA ITEM 3D(12)

MEMORANDUM AGREEMENT

| | |
|-----------------|--|
| WITH: | Oklahoma Gas and Electric Company |
| PURPOSE: | For water monitoring and data collection |
| AMOUNT: | OG&E to pay \$11,500.00 |
| TERM: | Fiscal Year 2026 |

MEMORANDUM AGREEMENT

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

WITNESSETH:

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

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

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

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

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Eleven Thousand Five Hundred Dollars (\$11,500.00) to cover costs of necessary field and office work directly related to the collection and computation of streamflow records for the Poteau River at Panama, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2025.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Oklahoma Gas and Electric Company, for the Fiscal Year Ending June 30, 2026", which the attached proposal is incorporated by reference herein and made a part hereof for all purposes.
4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days' prior written notice to the other party.

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

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

OKLAHOMA WATER RESOURCES BOARD OKLAHOMA GAS & ELECTRIC CO.

Jennifer Castillo, Chairman Date

Date

ATTEST:

ATTEST:

Suzanne Landess, Secretary

[Name, Title]

(SEAL)

(SEAL)

U.S. GEOLOGICAL SURVEY

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

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY
for the OKLAHOMA GAS AND ELECTRIC COMPANY
for the Fiscal Year Ending June 30, 2026

Program Description:

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

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

We propose the continuation of the above data collection program for the period July 1, 2025 to June 30, 2026 as summarized below:

| <u>Station No.</u> | <u>Station Name</u> | <u>SW</u> | <u>Total</u> |
|---------------------------------------|---------------------|--------------------|--------------|
| 07249413 | Poteau R nr Panama | Surface Water Gage | \$11,500 |
| Applied Energy Service's (100%) ----- | | | \$11,500 |

AGENDA ITEM 3D(13)

MEMORANDUM AGREEMENT

| | |
|-----------------|---|
| WITH: | Oklahoma Dept. of Wildlife Conservation ("ODWC") |
| PURPOSE: | For water monitoring and data collection |
| AMOUNT: | ODWC to pay \$57,100.00 |
| TERM: | Fiscal Year 2026 |

MEMORANDUM AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

1. The monitoring and determination of water quality in the streams and water resources required by the ODWC, as shown in the Scope of Work attached hereto and incorporated herein by reference, or other water quality monitoring work as may be agreed by the authorized representatives of the ODWC and the OWRB, shall be included in the cooperative program being maintained by the OWRB and the USGS.
2. Within thirty (30) days after receipt of an invoice from the Board, the ODWC shall contribute and pay to the Board the amount billed in the invoice, provided the total of all invoices and payment shall not exceed the amount of Fifty-Seven Thousand One Hundred Dollars (\$57,100.00) to cover costs of necessary field and office work directly related to the water quality monitoring performed for the ODWC for the period described in the Scope of Work beginning July 1, 2025 and ending June 30, 2026.
3. This Agreement, or any portion thereof, may be terminated by any party upon thirty (30) days' prior written notice to the other parties. If this Agreement is terminated, the ODWC shall be liable only for payment for performance rendered before the effective date of termination.

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

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

OKLAHOMA WATER RESOURCES BOARD

OKLAHOMA DEPARTMENT OF WILDLIFE
CONSERVATION

Jennifer Castillo, Chairman Date

Director Date

ATTEST:

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Secretary

(SEAL)

UNITED STATES GEOLOGICAL SURVEY

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

Proposed
Cooperative Program
between the **Oklahoma Water Resources Board**
and the **U.S. Geological Survey**
for the **Oklahoma Department of Wildlife Conservation**
for the Fiscal Year Ending June 30, 2026

Program Description:

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

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

We propose the continuation of the above data collection program for the period July 1, 2025 through June 30, 2026 as summarized in below:

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

| | | | |
|--------|-----|----------|----------|
| Totals | \$0 | \$92,000 | \$92,000 |
|--------|-----|----------|----------|

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

AGENDA ITEM 3D(14)

MEMORANDUM AGREEMENT

WITH:

Poteau Valley Improvement Auth.

PURPOSE:

For water monitoring and data collection

AMOUNT:

Poteau Valley to pay \$7,100.00

TERM:

Fiscal Year 2026

MEMORANDUM AGREEMENT

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

WITNESSETH:

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

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

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

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

1. The water data collection activities desired by the Cooperator and described in the attachment hereto entitled "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Poteau Valley Improvement Authority for the Fiscal Year Ending June 30, 2025" (the "Proposal"), or other collection activities as may be agreed upon by the authorized representatives of the Cooperator and the Board, shall be included in the cooperative program being maintained by the Board and the USGS.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Seven Thousand One Hundred Dollars (\$7,100.00) to cover costs of necessary field and office work directly related to the collection and computation of records for the Black Fork at Page, Oklahoma, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2025.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Poteau Valley

Improvement Authority for the Fiscal Year Ending June 30, 2026”, which is incorporated by reference herein and made a part hereof for all purposes.

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

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

OKLAHOMA WATER RESOURCES
BOARD

POTEAU VALLEY IMPROVEMENT
AUTHORITY

Jennifer Castillo, Chairman Date

Mickey LaFevers, Chairman Date

ATTEST:

ATTEST:

Suzanne Landess, Secretary

Ron Pelanconi, Secretary

(SEAL)

(SEAL)

U.S. GEOLOGICAL SURVEY

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

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY
for the POTEAU VALLEY IMPROVEMENT AUTHORITY
for the Fiscal Year Ending June 30, 2026

Program Description:

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

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

We propose the continuation of the above data collection program for the period July 1, 2025 to June 30, 2026, as summarized below:

| <u>Station No.</u> | <u>Station Name</u> | <u>SW</u> | <u>Total</u> |
|--------------------|---|--------------------|-----------------|
| 07247250 | Black Fork at Page | Surface Water Gage | \$11,500 |
| | PVIA's share through the OWRB | | \$ 7,100 |
| | U.S. Geological Survey Federal Matching Funds | | <u>\$ 4,400</u> |
| | Poteau Valley Improvement Authority and USGS Total: | | \$11,500 |

AGENDA ITEM 3D(15)

JOINT FUNDING AGREEMENT

| | |
|-----------------|--|
| WITH: | Applied Energy Services, Shady Point, Inc, |
| PURPOSE: | Memorandum Agreement with USGS and Applied Energy Services, Shady Point, Inc. for water monitoring and data collection |
| TERM: | July 1, 2025 through June 30, 2026 |

MEMORANDUM AGREEMENT

THIS AGREEMENT, dated as of the date of the last signature herein but to be effective as provided below, by and between the Oklahoma Water Resources Board, hereafter referred to as "Board", and Applied Energy Services, Shady Point, Inc., hereafter referred to as "Cooperator",

WITNESSETH:

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

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

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

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

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Eleven Thousand Five Hundred Dollars (\$11,500.00) to cover costs of necessary field and office work directly related to the collection and computation of streamflow records for the Poteau River at Panama, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2025.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Applied Energy Services, Shady Point, Inc., for the Fiscal Year Ending June 30, 2026", which the attached proposal is incorporated by reference herein and made a part hereof for all purposes.
4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days' prior written notice to the other party.

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

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

OKLAHOMA WATER RESOURCES BOARD APPLIED ENERGY SERVICES, SHADY POINT

Jennifer Castillo, Chairman Date

Date

ATTEST:

ATTEST:

Suzanne Landess, Secretary

[Name, Title]

(SEAL)

(SEAL)

U.S. GEOLOGICAL SURVEY

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

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY
for the APPLIED ENERGY SERVICES, SHADY POINT, INC.
for the Fiscal Year Ending June 30, 2026

Program Description:

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

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

We propose the continuation of the above data collection program for the period July 1, 2025 to June 30, 2026 as summarized below:

| <u>Station No.</u> | <u>Station Name</u> | <u>SW</u> | <u>Total</u> |
|--------------------|---------------------|--------------------|--------------|
| 07249413 | Poteau R nr Panama | Surface Water Gage | \$11,500 |

Applied Energy Service's (100%) -----\$11,500

AGENDA ITEM 3D(16)
JOINT FUNDING AGREEMENT

| | |
|-----------------|--|
| WITH: | Oklahoma Ground Water Association (OGWA) |
| PURPOSE: | For Continuing Education Services for Well Drillers and Pump Installers |
| AMOUNT: | Not to exceed \$16,000.00 |
| TERM: | Through December 31, 2026 |

CONTRACT
between
OKLAHOMA WATER RESOURCES BOARD
and
OKLAHOMA GROUND WATER ASSOCIATION

This Contract between the Oklahoma Water Resources Board ("OWRB"), an agency of the State of Oklahoma, and the Oklahoma Ground Water Association ("OGWA"), a not for profit unincorporated association doing business within the State of Oklahoma, dated for convenience of reference, May 1, 2025, but to be effective as provided below.

WITNESSETH:

WHEREAS, 82 O.S. § 1020.16 of the Oklahoma Statutes requires persons engaged in the commercial drilling or plugging of groundwater wells, monitoring wells, observation wells, heat exchange wells and geotechnical borings, and the commercial installation of water well pumps, to make application to and become licensed by the OWRB; and

WHEREAS, 82 O.S. § 1020.16(E) of the Oklahoma Statutes provides that the Well Drillers and Pump Installers Regulation Account shall be used by the Board for certain activities such as licensing, enforcement and education.

WHEREAS, the OWRB's rules codified in Oklahoma Administrative Code ("OAC") Title 785, Chapter 35 require holders of such driller licenses and operator certifications to complete continuing education courses annually as a condition to renewal of their licenses and certifications; and

WHEREAS, the OGWA, recognized by the Internal Revenue Service as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, is a nonprofit organization whose purposes are to assist, promote, encourage, and support the interest and welfare of the groundwater industry by lobbying for laws to maintain the integrity and quality among members, by fostering and promoting continuing education and by promoting harmony and cooperation between contractors and scientific and regulatory agencies; and

WHEREAS, in furtherance of its purposes, OGWA provides specialized training for licensed well drillers and pump installers through trade shows and conferences, maintains a web site, and otherwise engages in efforts to educate contractors and the general public about proper construction of wells and installation of pumps; and

WHEREAS, OGWA is the only entity that can provide the continuing education services within the time frames needed by the OWRB as set forth in the documentation executed in connection with this Contract; and

WHEREAS, the OWRB and OGWA are agreeable to entering into this Contract upon the terms which follow; and

WHEREAS, this Contract is authorized by 82 O.S. § 1085.2.

THEREFORE, in consideration of the foregoing premises and the mutual covenants stated herein, the OGWA and the OWRB agree as follows:

1. OGWA Obligations

A. Notification of Classes. OGWA shall provide advance notification of the location and date of each continuing education class to OWRB staff, all active firms, certified well drillers and pump installers licensed by the OWRB. The first notification shall be sent by first class mail to the address on file with the OWRB for each licensee and operator fourteen (14) days prior to the first scheduled class. Additional notifications shall be sent fourteen (14) days and seven (7) days prior to the first scheduled class via electronic communications, when available. OGWA shall maintain and update a website that will provide information regarding the Continuing Education workshops being offered throughout the year and one (1) or more email addresses provided for questions and additional information.

B. Class Instruction. OGWA shall provide continuing education classes to well drillers and pump installers who are licensed by the OWRB. All four (4) categories of the WDPI Program shall be considered in the curriculum development. At least one (1) member of the OGWA, preferably a Board member, shall be onsite during each workshop. Curriculum/speakers shall not include sales pitches, insurance sales, or negative comments regarding another firm, their equipment, products, goods or services. For purposes of this paragraph, fifty (50) minutes of instruction shall constitute one (1) unit or hour of continuing education credit. During the period after this Contract becomes effective and through June 30, 2025, OGWA shall schedule and provide opportunities for a minimum of two (2) continuing education credits provided via interactive videoconferences on two (2) occasions, or sessions, and shall schedule and provide four (4) continuing education credits at in-person workshops in Wilburton and an additional location to be determined by OGWA.

OGWA will provide instructors, classroom set-up and coordination, and coordination of the instruction team. OGWA will provide training using an established curriculum prepared and presented by qualified instructors specialized in topics related to well drilling and pump installation. OGWA shall submit the instructor's names and topics to OWRB for approval at least fourteen (14) days prior to the first notification mail out as defined in the Section 1.A. If for any reason the approved instructor fails to attend the class, OGWA shall provide a substitute instructor with similar knowledge and experience. The substitute instructor must be pre-approved by OWRB at a minimum seven (7) days prior to the scheduled course.

C. Documentation. OGWA shall provide sign-in sheets at each workshop that include the date, location, operator name, operator number, firm name, firm number, email address and cell phone number. A certificate of attendance which includes the workshop date, location, attendee's name, firm name, DPC number, operator number and the total amount of CEUs earned,

shall be issued to each licensee/certified operator in attendance. In addition, OGWA shall create, distribute, and collect a post-course evaluation survey. OGWA shall submit continuing education attendance documentation and the survey to the OWRB within 14 days of the completion of each workshop.

D. Invoices. Following completion of a workshop as described in Paragraph 1B, and submission of documentation thereof, the OGWA shall submit to the OWRB, an invoice following completion of each of the two (2) videoconferences and two (2) workshops. The total amount invoiced for all classes/workshops shall not exceed sixteen thousand dollars (\$16,000.00). If an invoice is not approved by the OWRB it shall be returned to the OGWA with a written explanation of the reason(s) for the disapproval.

2. OWRB Obligations

A. Invoices. The OWRB shall review and approve for payment the invoices from the OGWA within 45 days of receipt of the invoice, unless the OWRB notifies the OGWA within 10 days of receipt that the invoice is disapproved or any portion is in dispute.

B. Payment. In consideration of the obligations performed by OGWA, following approval of each of OGWA's invoices, the OWRB shall pay OGWA a total amount not to exceed sixteen thousand dollars (\$16,000.00).

3. Performance. Payment will be contingent upon the OGWA meeting its obligations as defined in Sections 1.A through 1.D.

4. OGWA Personnel Not Considered Employees of OWRB. The OGWA is an independent contractor of the OWRB and no person or entity associated with the OGWA shall be considered to be an employee of the State of Oklahoma or the OWRB solely on account of the person's or entities association with the OGWA. OGWA has no employees and shall utilize independent contractors to perform its obligations under this Contract.

5. State Audit. Books, records, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, of OGWA relevant to this Contract shall be subject to examination by the OWRB, the State Auditor and Inspector of the State of Oklahoma and the State Purchasing Director of the Department of Central Services. OGWA shall maintain accurate records and documentation of all expenditures of time and resources in fulfilling its obligations under this Contract and shall retain the same for three (3) years following completion and/or termination of the Contract. Access to such records and documentation shall be made available during reasonable business hours to any proper representative of the OWRB and State of Oklahoma for inspection, copying and audit purposes. If an audit, litigation, or other action involving such records is started before the end of the three-year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.

7. Contract Period; Termination; Extension or Other Modifications. This Contract

shall become effective on the date when approved by all necessary signatories and, if necessary, the Office of Management and Enterprise Services or its successor. This Contract shall terminate on December 31, 2025 unless earlier terminated by either party giving written notice to the other party at least 30 days in advance of the party's intention to terminate the Contract. The Contract may be extended, renewed, or otherwise modified by written agreement of the parties for next calendar year i.e. from January 1 to December 31 or the date agreed by both the parties.

In witness whereof, the parties have approved and executed this Agreement on the dates shown below.

OKLAHOMA WATER RESOURCES BOARD

OKLAHOMA GROUND WATER
ASSOCIATION

Jenifer Castillo
Chairman

Date

President

Date

ATTEST:

Suzanne Landess
Secretary

(SEAL)

AGENDA ITEM 3D(17)
PROFESSIONAL SERVICES ENGAGEMENT LETTER

| | |
|-----------------|--|
| WITH: | Arledge & Associates, P.C. |
| PURPOSE: | To provide auditing services related to the Board's financial assistance programs for the Oklahoma Clean Water State Revolving Fund Loan Account Program financial statements Uniform Guidance Single Audit. |
| AMOUNT: | Not to exceed \$29,200.00 |
| TERM: | July 1, 2025 through June 30, 2026 |



**AUDIT ENGAGEMENT LETTER
OKLAHOMA CLEAN WATER
STATE REVOLVING FUND LOAN
ACCOUNT PROGRAM
UNIFORM GUIDANCE SINGLE AUDIT**

February 19, 2025

To the Governance and Management of the State of Oklahoma Water Resources Board

We are pleased to confirm our understanding of the services we are to provide State of Oklahoma Water Resources Board (the "Board") for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the Oklahoma Clean Water State Revolving Fund Loan Account Program (the "Program") as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Program's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Program's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for the interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to



maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Program's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Program's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Program's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and



for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on June 30, 2025.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Arledge & Associates, P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report. Your responsibilities include acknowledging to us in the



written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Other Services

We will also assist in preparing the schedule of expenditures of federal awards and related notes of the Program in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the schedule of expenditures of federal awards and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the schedule of expenditures of federal awards and related notes and that you have reviewed and approved the schedule of expenditures of federal awards and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Advanceflow and Sharefile Portals are used solely to transmit data and is not intended to store the Program's information. The Board is responsible for downloading any deliverables and other records from the Advanceflow



and Sharefile portals that it wishes to retain for its own records at the completion of the engagement. For multi-year engagements, such downloading should occur annually.

Upon completion of the engagement, data and other content will either be removed from the Advanceflow and Sharefile portals or become unavailable to the Board within a reasonable time frame, which is approximately 6 months from engagement completion. For multi-year engagements, completion of the engagement occurs when the deliverables are completed for that year.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the State of Oklahoma Water Resources Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Arledge & Associates P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Oklahoma State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oklahoma State Auditor and Inspector. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jake Winkler, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$29,200. This fixed price includes an electronic pdf copy of the single audit report for distribution to your members and others and 1 bound copy. Additional bound copies are available for \$.50 per page. This fee includes miscellaneous charges, such as travel, meals, and copies. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our fee includes Single Audit services, as described above, for one major program which is expected to comprise the following CFDA number: 66.458. Should the number of major programs identified increase and/or the mix in CFDA numbers change in such a way as to require further work, the audit will be subject to an additional price negotiation, including an Addendum to the Engagement Letter and agreed upon payment terms, before the additional services are performed.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed price entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service is to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional service is to be performed, with payment terms



agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. Also, you have indicated that the entity has competent personnel in key financial positions and there has been no turnover in the accounting/finance department. If we find that the facts are different for any of the preceding assumptions, we will negotiate an Addendum to the Engagement Letter and negotiate a new engagement fee before we issue our final report.

Reporting

We will issue a written report upon completion of our audit of the Program's financial statements. Our report will be addressed to the Governance and Management of the State of Oklahoma Water Resources Board. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Program is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Cost of Consequential Damages

Any liability of Arledge & Associates, P.C. and its personnel to the Board is limited to the amount of the annual fee the Board paid for this audit engagement as liquidated damages.

The Board agrees that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if both Arledge & Associates, P.C. and the Board agree to be bound. Arledge & Associates, P.C. and the Board will share any cost of mediation equally.

We appreciate the opportunity to be of service to the Board and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Arledge & Associates, P.C.



RESPONSE:

This letter correctly sets forth the understanding of the Oklahoma Water Resources Board.

Management signature: _____

Title: Chairman, Oklahoma Water Resources Board

Date: _____

Governance signature: _____

Title: Chief, Financial Asst. Division

Date: _____



STATE OF OKLAHOMA WATER RESOURCES BOARD

Document Request - State Revolving Fund and Bond Issue Audit

June 30, 2025

1. List of members of management and the Governing Board.
2. Access to the minutes of Board meetings held during the period under audit.
3. Copies of updates to the policy and procedure manuals in use regarding loan issuance and subsequent loan monitoring procedures.
4. Copy of current chart of accounts and accounting manual (if applicable).
5. Copies of the internal financial statements for the SRF program and each of the Bond Issues as of June 30, 2025.
6. Trial balance for the SRF program and each of the Bond Issue programs as of June 30, 2025.
7. PDF copies of the general ledger for each Bond Issue and the SRF program.
8. Preparation of the worksheet that combines all of the individual Bond Issue programs' Statements of Net Assets and Statements of Revenues and Expenditures to arrive at the combined totals for each statement. These will be needed prior to the start of fieldwork.
9. Preparation of confirms for cash, investments, notes receivable, bonds payable and notes payable.
10. Copies of year-end bank/state treasurer cash and investment account reconciliations.
11. Copies of final official offering statements on FY-2025 bond issues and SRF notes payable issued along with any subsequent modifications to any existing agreements.
12. Copies of any changes to laws, regulations and compliance requirements that directly and materially affect the Board, bond issues, notes receivable, and SRF program.
13. Access to trustee agreements related to bond issues/SRF program.
14. Copies of the most recent arbitrage rebate calculations.
15. Analysis of investments held at year-end.
16. Loan receivable schedules by bond issue/SRF.
17. Schedule of loans funded during the year and also loan commitments at year-end.
18. Loans receivable past due report.
19. Bond premium/discount analysis schedule.
20. Schedule of interest receivable - notes.
21. Schedule of interest receivable - investments.



22. Schedule of accrued interest payable.
23. Bonds payable schedule.
24. Schedule of interest income - investments.
25. Schedule of interest income - notes.
26. Schedule of other income.
27. Schedule of bond interest expense.
28. Schedule of administrative expenses.
29. Analysis of Federal Letter of Credit activity during the year.
30. Access to all other supporting documentation as necessary.
31. Any changes in SBPA / Insurance / GIC's – need copy of new agreements (if applicable).
32. Schedules of loans paid off as of June 30, 2025.
33. Schedule of loans issued / closed during FY-2025.
34. Prepare a schedule of expenditures of federal awards with federal expenditures broken out by C.F.D.A. number.



AGENDA ITEM 3D(18)

PROFESSIONAL SERVICES ENGAGEMENT LETTER

| | |
|-----------------|---|
| WITH: | Arledge & Associates, P.C. |
| PURPOSE: | To provide auditing services related to the Board's financial assistance programs CWSRF and DWSRF Loan Administrative Funds Audits |
| AMOUNT: | Not to exceed \$8,000.00 |
| TERM: | July 1, 2025 through June 30, 2026 |



AUDIT ENGAGEMENT LETTER
CWSRF AND DWSRF LOAN ADMINISTRATIVE FUNDS AUDITS

February 19, 2025

To the Governance and Management of the State of Oklahoma Water Resources Board

We are pleased to confirm our understanding of the services we are to provide the State of Oklahoma Water Resources Board (the "Board") for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the Administrative Funds (the "Programs") maintained and used by the Oklahoma Wastewater and Drinking Water Facility Construction Revolving Loan Account Programs as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Program's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Program's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Programs and other procedures we consider necessary to enable us to express such

opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for the interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential



information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Program's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit;



and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. The summary schedule of prior audit findings should be available for our review on June 30, 2025.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Arledge & Associates, P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the State of Oklahoma Water Resources Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or



containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Oklahoma State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oklahoma State Auditor and Inspector. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jake Winkler, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$8,000. This fixed-price includes an electronic pdf copy of the report for distribution to your members and others and 1 bound copy. Additional bound copies are available for \$.50 per page. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed price entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service is to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional service is to be performed, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. Also you have indicated that the entity has competent personnel in key financial positions and there has been no turnover in the accounting/finance department. If we find that the facts are different for any of the preceding assumptions, we will negotiate an Addendum to the Engagement Letter and negotiate a new engagement fee before we issue our final report.

Reporting

We will issue a written report upon completion of our audit of the Program's financial statements. Our report will be addressed to the Governance and Management of the State of Oklahoma Water Resources Board. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.



We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Programs are subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

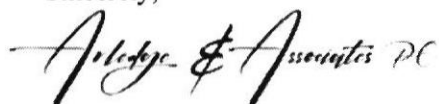
Cost of Consequential Damages

Any liability of Arledge & Associates, P.C. and its personnel to the Board is limited to the amount of the annual fee the Board paid for this audit engagement as liquidated damages.

The Board agrees that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if both Arledge & Associates, P.C. and the Board agree to be bound. Arledge & Associates, P.C. and the Board will share any cost of mediation equally.

We appreciate the opportunity to be of service to the Board and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Arledge & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the State of Oklahoma Water Resources Board.

Management signature: _____

Title: Chief, Financial Asst. Division

Date: _____

Governance signature: _____

Title: Chairman, Oklahoma Water Resources Board

Date: _____



STATE OF OKLAHOMA WATER RESOURCES BOARD

Document Request - CWSRF AND DWSRF LOAN ADMINISTRATIVE FUNDS AUDITS June 30, 2025

1. Copies of the internal financial statements for the CWSRF and DWSRF Loan Administrative Funds as of June 30, 2025.
2. Trial balances for CWSRF and DWSRF Loan Administrative Funds as of June 30, 2025.
3. Copy of the general ledger.
4. Preparation of confirmations for all cash accounts.
5. Copies of year-end bank/state treasurer cash and investment account reconciliations.
6. Copy of the OWRB Comptroller's Excel Spreadsheet summarizing transactions for Fund 445 and Fund 444.
7. Copies of any changes to laws, regulations and compliance requirements that directly affect the Administrative Funds.
8. Analysis of investments held at year-end (if applicable).
9. Loan receivable schedules at June 30, 2025 for CWSRF and DWSRF Programs.
10. Schedule of CWSRF and DWSRF loans funded during the year and also loan commitments at year-end.
11. Loans receivable past due report for CWSRF and DWSRF Programs.
12. Copy of Excel Spreadsheet showing Application Fees Received for CW(4030), FAP(4040), and DW(4050) for the period from inception through June 30, 2025.
13. Copy of the EPA Indirect Cost Rate Agreement Letter stating the effective IDC rate for FY-2025.
14. Copy of the CWSRF and DWSRF Program Payment Receipt Ledger worksheets (an Excel document) for August and September 2025.
15. Access to all other supporting documentation as necessary.



AGENDA ITEM 3D(19)

PROFESSIONAL SERVICES ENGAGEMENT LETTER

| | |
|-----------------|---|
| WITH: | Arledge & Associates, P.C. |
| PURPOSE: | To provide auditing services related to the Board's financial assistance programs for FAP Administration Fund Audits. |
| AMOUNT: | Not to exceed \$6,000.00 |
| TERM: | July 1, 2025 through June 30, 2026 |



AUDIT ENGAGEMENT LETTER FAP ADMINISTRATION FUND

February 19, 2025

To the Governance and Management of the State of Oklahoma Water Resources Board

We are pleased to confirm our understanding of the services we are to provide the State of Oklahoma Water Resources Board (the "Board") for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the FAP Administration Fund (the "Program") as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Program's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Program's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Program and other procedures we consider necessary to enable us to express such opinions.

As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for the interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential



information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Program's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships



and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. The summary schedule of prior audit findings should be available for our review on June 30, 2025.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Arledge & Associates, P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the State of Oklahoma Water Resources Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.



The audit documentation for this engagement is the property of Arledge & Associates P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Oklahoma State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oklahoma State Auditor and Inspector. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jake Winkler, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$6,000. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed price entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service is to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional service is to be performed, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. Also, you have indicated that the entity has competent personnel in key financial positions and there has been no turnover in the accounting/finance department. If we find that the facts are different for any of the preceding assumptions, we will negotiate an Addendum to the Engagement Letter and negotiate a new engagement fee before we issue our final report.

Reporting

We will issue a written report upon completion of our audit of the Program's financial statements. Our report will be addressed to the Governance and Management of the State of Oklahoma Water Resources Board. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide



an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Program is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

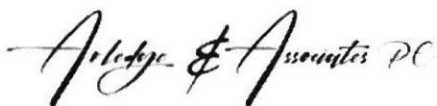
Cost of Consequential Damages

Any liability of Arledge & Associates, P.C. and its personnel to the Board is limited to the amount of the annual fee the Board paid for this audit engagement as liquidated damages.

The Board agrees that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if both Arledge & Associates, P.C. and the Board agree to be bound. Arledge & Associates, P.C. and the Board will share any cost of mediation equally.

We appreciate the opportunity to be of service to the Board and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.'

Sincerely,



Arledge & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the State of Oklahoma Water Resources Board.

Management signature: _____

Title: Chief, Financial Asst. Division

Date: _____

Governance signature: _____

Title: Chairman, Oklahoma Water Resources Board

Date: _____



STATE OF OKLAHOMA WATER RESOURCES BOARD

Document Request – FAP Administration Fund June 30, 2025

- 1) List of members of management and the governing Board.
- 2) Access to the minutes of Board meetings held during the period under audit.
- 3) Copies of updates to the policy and procedure manuals in use regarding loan issuance and subsequent loan monitoring procedures.
- 4) Copy of current chart of accounts and accounting manual (if applicable).
- 5) Copies of the internal financial statements for the FAP Administration Fund program as of June 30, 2025.
- 6) Trial balance for the Program as of June 30, 2025.
- 7) PDF copies of the general ledger for the program.
- 8) Preparation of confirms for cash, investments, notes receivable, bonds payable and notes payable.
- 9) Copies of year-end bank/state treasurer cash and investment account reconciliations.
- 10) Copies of any changes to laws, regulations and compliance requirements that directly and materially affect the Board or the program.
- 11) Copies of any changes to trustee bank agreements related to the program.
- 12) Schedule of investments held at year-end.
- 13) Loan receivable schedules by bond issue.
- 14) Schedule of interest receivable - investments.
- 15) Schedule of interest income - investments.
- 16) Schedule of other income.
- 17) Schedule of administrative expenses.
- 18) Access to all other supporting documentation as necessary.



AGENDA ITEM 3D(20)

PROFESSIONAL SERVICES ENGAGEMENT LETTER

| | |
|-----------------|--|
| WITH: | Arledge & Associates, P.C. |
| PURPOSE: | To provide auditing services related to the Board's financial assistance programs for Revenue Bond Issues Audit. |
| AMOUNT: | Not to exceed \$81,000.00 |
| TERM: | July 1, 2025 through June 30, 2026 |



AUDIT ENGAGEMENT LETTER REVENUE BOND ISSUES AUDIT

February 19, 2025

To the Governance and Management of the State of Oklahoma Water Resources Board

We are pleased to confirm our understanding of the services we are to provide the State of Oklahoma Water Resources Board (the "Board") for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the combined financial statements of the revenue bond issue programs of the Board as of and for the year ended June 30, 2025. Specifically, we will audit the financial statements that are comprised of the combined totals of the Board's 1986 General Bond Resolution bond issues – Series 2012A, 2013A, 2013B, 2014A, 2014B, 2014C, 2015A, and the General Debt Service Reserve Fund (the "Program"). Additionally, we will audit the financial statements that are comprised of the combined totals of the Board's 2016 General Bond Resolution bond issues – Series 2016A, 2017A, 2017B, 2017C, 2018A, 2018B, 2018C, 2018D, 2019A, 2019B, 2019C, 2020A, 2020B, 2020C, 2020D, 2020E, 2020F, 2021A, 2021B, 2021C, 2021D, 2022A, 2022B, 2023A, 2023B, 2023C, 2024A, 2024B, 2024C, 2025A, the 2016 Debt Service Reserve Fund, and all other bonds issued subsequent to the reporting date of the prior year report (the "Program"). Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Program's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Program's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis

We have also been engaged to report on supplementary information other than RSI that accompanies the Program's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining Statement of Net Assets**
- 2) Combining Statement of Revenues, Expenses, and Changes in Net Position**
- 3) Combining Statement of Cash Flows**

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Programs and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for the interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.



We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Program's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.



Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. The summary schedule of prior audit findings should be available for our review on June 30, 2025.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Arledge & Associates, P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation



have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the State of Oklahoma Water Resources Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Arledge & Associates P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Oklahoma State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oklahoma State Auditor and Inspector. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jake Winkler, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$81,000. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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work will be subject to an additional price negotiation before the service is to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional service is to be performed, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. Also you have indicated that the entity has competent personnel in key financial positions and there has been no turnover in the accounting/finance department. If we find that the facts are different for any of the preceding assumptions, we will negotiate an Addendum to the Engagement Letter and negotiate a new engagement fee before we issue our final report.

Reporting

We will issue a written report upon completion of our audit of the Program's financial statements. Our report will be addressed to the Governance and Management of the State of Oklahoma Water Resources Board. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Program is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

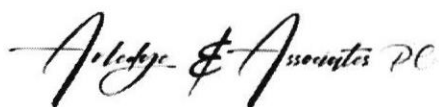
Cost of Consequential Damages

Any liability of Arledge & Associates, P.C. and its personnel to the Board is limited to the amount of the annual fee the Board paid for this audit engagement as liquidated damages.

The Board agrees that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if both Arledge & Associates, P.C. and the Board agree to be bound. Arledge & Associates, P.C. and the Board will share any cost of mediation equally.

We appreciate the opportunity to be of service to the Board and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Arledge & Associates, P.C.



RESPONSE:

This letter correctly sets forth the understanding of the State of Oklahoma Water Resources Board.

Management signature: _____

Title: Chief, Financial Asst. Division

Date: _____

Governance signature: _____

Title: Chairman, Oklahoma Water Resources Board

Date: _____



STATE OF OKLAHOMA WATER RESOURCES BOARD

Document Request – STATE REVOLVING FUND AND BOND ISSUE AUDITS June 30, 2025

- 1) List of members of management and the governing Board.
- 2) Access to the minutes of Board meetings held during the period under audit.
- 3) Copies of updates to the policy and procedure manuals in use regarding loan issuance and subsequent loan monitoring procedures.
- 4) Copy of current chart of accounts and accounting manual (if applicable).
- 5) Copies of the internal financial statements for the SRF program and each of the Bond Issues as of June 30, 2025.
- 6) Trial balance for the SRF program and each of the Bond Issue programs as of June 30, 2025.
- 7) PDF copies of the general ledger for each Bond Issue and the SRF program.
- 8) Preparation of the worksheet that combines all of the individual Bond Issue programs' Statements of Net Assets and Statements of Revenues and Expenditures to arrive at the combined totals for each statement. These will be needed prior to the start of fieldwork.
- 9) Preparation of confirms for cash, investments, notes receivable, bonds payable and notes payable.
- 10) Copies of year-end bank/state treasurer cash and investment account reconciliations.
- 11) Copies of final official offering statements on FY-2025 bond issues and SRF notes payable issued along with any subsequent modifications to any existing agreements.
- 12) Copies of any changes to laws, regulations and compliance requirements that directly and materially affect the Board, bond issues, notes receivable, and SRF program.
- 13) Copies of any changes to trustee bank agreements related to bond issues/SRF program.
- 14) Copies of the most recent arbitrage rebate calculations.
- 15) Schedule of investments held at year-end.
- 16) Loan receivable schedules by bond issue/SRF.
- 17) Schedule of loans funded during the year and also loan commitments at year-end.
- 18) Loans receivable past due report.
- 19) Bond premium/discount analysis schedule.
- 20) Schedule of interest receivable - notes.
- 21) Schedule of interest receivable - investments.



-
- 22) Schedule of accrued interest payable.
 - 23) Bonds payable schedule.
 - 24) Schedule of interest income - investments.
 - 25) Schedule of interest income - notes.
 - 26) Schedule of other income.
 - 27) Schedule of bond interest expense.
 - 28) Schedule of administrative expenses.
 - 29) Analysis of Federal Letter of Credit activity during the year.
 - 30) Access to all other supporting documentation as necessary.
 - 31) Any changes in SBPA / Insurance / GIC's – need copy of new agreements (if applicable).
 - 32) Schedules of loans paid off as of June 30, 2025.
 - 33) Schedule of loans issued / closed during FY-2025.



AGENDA ITEM 3D(21)

PROFESSIONAL SERVICES ENGAGEMENT LETTER

| | |
|-----------------|---|
| WITH: | Crawford & Associates, P.C. |
| PURPOSE: | To provide account services related to the Board's financial assistance programs. |
| AMOUNT: | Not to exceed \$75,000.00 |
| TERM: | July 1, 2025 through June 30, 2026 |



February 7, 2025

Honorable Chairman and Members of the Board
Oklahoma Water Resources Board
3800 N Classen Blvd.
OKC, OK 73118

To the Honorable Chairman and Members of the Board:

Crawford & Associates, P.C. is pleased that the Oklahoma Water Resources Board (OWRB) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the OWRB's management and governing body.

We are prepared to provide a full range of accounting and consulting services to the OWRB contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the OWRB are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

General Accounting and Advisory Assistance:

- Monthly reconciliation of bank accounts to include data entry into MIP system
- Preparation of quarterly cash basis financial statements
- Annual preparation of accrual entries

Preparation of Annual Financial Statements

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of OWRB as of and for the year ended June 30, 2025. Such financial statements will include:

- a. Basic Financial Statements, including notes to the financial statements
- b. Required Supplementary Information
- c. Supplementary Information (to the extent management elects to include)
- d. Other Information (to the extent management elects to include)

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARSS:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
- ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
- iii. Unrestricted access to persons within OWRB of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the compilation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the compilation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services anticipated at this time will be billed at a discounted average hourly rate of \$125, regardless of the individual performing such services, based on the actual number of hours of work, including travel time, performed by that individual.

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged.

We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we estimate that the fees for the services anticipated at this time, as defined in the Scope of Services section of this letter, will approximate \$75,000, however we will only bill for actual time and material costs incurred.

The term of this engagement is a period from July 1, 2025 through June 30, 2026. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the OWRB.

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the OWRB:

By: _____

Title: _____

Date: _____

AGENDA ITEM 3D(22)

PROFESSIONAL SERVICES AGREEMENT

| | |
|-----------------|--|
| WITH: | Arbitrage Compliance Specialist, Inc. |
| PURPOSE: | For arbitrage services in connection with the issuance of the state government entity obligations and indebtedness for OWRB loan programs. |
| AMOUNT: | Not to exceed \$35,000.00 |
| TERM: | July 1, 2025 through June 30, 20256 |

Agreement to Provide Services as Arbitrage Rebate Consultant

This Agreement to Provide Services as Arbitrage Rebate Consultant (the "Agreement") is entered into as of the 1st day of July, 2025, by and between Arbitrage Compliance Specialists, Inc.. (the "Consultant") and the Oklahoma Water Resources Board (the "OWRB"), a body corporate and politic and an instrumentality, agency and department of the State of Oklahoma (the "State").

WHEREAS, the OWRB has heretofore resolved to and issued its obligations of indebtedness pursuant to Title 82, Oklahoma Statutes, Section 1085.33, as amended, to meet the future water and sewer funding needs of the people of the State of Oklahoma; and

WHEREAS, the OWRB requires the services of an arbitrage rebate consultant for the purpose of complying with applicable federal laws regarding tax-exempt obligations of indebtedness; and

WHEREAS, the OWRB has requested proposals from a plurality of qualified entities providing arbitrage rebate consulting services pursuant to a Request for Proposals for Arbitrage Rebate Consultant; and

WHEREAS, the Consultant represents that it has the requisite experience and expertise required to provide such services; and

WHEREAS, the OWRB has duly selected the Consultant to provide such services to the OWRB;

NOW THEREFORE, it is hereby agreed that:

- 1. Services by the Consultant.** The Consultant shall, in consideration of the compensation to be paid to it by the OWRB pursuant to paragraph 2, below, provide the arbitrage rebate consultant services specified in Exhibit A, attached hereto and incorporated herein by this reference, as and when requested by the OWRB during the term of this Agreement.
- 2. Payment.**
 - A. Amounts to be paid. For and in consideration of the consulting services to be provided by the Consultant, the OWRB shall pay the Consultant an amount not to exceed \$35,000.00, such total amount being inclusive of all fees and expenses for all work pursuant to paragraph 1 above for the initial term of this Agreement.
 - B. Mode of payment. Payment shall be made as follows:
The Consultant shall submit invoices upon completion of the Report for each Issue. The invoices shall detail the work performed, previous billings, billing to date, budgeted amounts, and remaining funds.
- 3. Written Records Required.** The Consultant shall be compensated pursuant to this Agreement only to the extent that it maintains reasonable records which provide evidence of the services actually performed and expenses actually incurred.
- 4. Term.** The term of this Agreement shall be from July 1, 2025 until June 30, 2026, unless sooner terminated pursuant to paragraph 6 below. PROVIDED HOWEVER, the contract may be extended beyond June 30, 2026 to allow for the timely completion of services contemplated under the Scope of Work. The OWRB shall have the exclusive option to renew this Agreement for up to three (3) subsequent one-year periods by written amendment executed by both parties.

5. **Assignment.** This Agreement is personal in nature and may not be sold, assigned, or otherwise transferred to any other person or entity without the express written approval of the OWRB.
6. **Termination.** This Agreement may be terminated at any time, with or without cause, by either party upon thirty (30) days' notice in writing to the non-terminating party.
7. **Contract for Professional Services.** This agreement constitutes a contract for professional services requisite to and in connection with the issuance of State Governmental Entity obligations of indebtedness as set forth in Title 62 O.S. 2011, Section 695.7(C)(1).
8. **Audit and Records Clause.**
- A. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting this Agreement with the OWRB, the Consultant agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to services provided under this Agreement.
- B. The Consultant is required to retain all records relevant to this Agreement for the duration of the Agreement term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Generally Accepted Professional Practices.** The Consultant represents that the services to be furnished under this Agreement will be in accordance with generally accepted professional practices for arbitrage rebate consultants.
10. **Key Personnel.** The personnel designated for the performance of the services under this Agreement by the Consultant in its proposal shall be the personnel assigned to the performance of this agreement. The OWRB's Division Chief of the Financial Assistance Division shall be the OWRB's principal contact for these services. Any changes in these key personnel shall be subject to the approval of the OWRB.
11. **Independent Contractor.** The Consultant is an independent contractor, not an employee, agent, or representative of the OWRB. As such, without limiting the foregoing, neither the Consultant nor any of its employees shall be entitled to receive any of the benefits of the State personnel system, or the OWRB personnel system, or have any claim therefor whatsoever. In addition, the Consultant shall maintain worker's compensation insurance for its agents and employees in an amount acceptable to the OWRB.
12. **Indemnification.** The Consultant hereby agrees to indemnify, hold harmless, and defend the OWRB and the State from all claims and liability arising out of the negligent, intentionally wrongful, or willful acts, errors, or omissions of the Consultant, its agents, and/or employees in performing the work required by this Agreement.
13. **Data.** All information, data, and analyses gathered, generated, or otherwise prepared by the Consultant during the performance of this Agreement, including, but not limited to: all analyses in whatever form; published reports, articles, and documents of any nature; written, typed, and printed documents; visual aids; computer programs developed for or used in the

assignment; and all current computer input and output data; shall become the property of the OWRB and shall be delivered, appropriately indexed, to the OWRB by the Consultant upon demand at any time prior to or after the termination of this Agreement. One or more copies of all documents prepared under this Agreement may be retained by the Consultant, but shall not be used for or supplied to any third party without the written consent of the OWRB.

14. Legal Compliance. At all times during the performance of this Agreement, the Consultant shall strictly adhere to all applicable federal and state laws that have been or may hereafter be established.

15. Notices. All notices, directives, and approvals relating to this Agreement shall be in written form delivered in person or by United States mail, postage prepaid, as follows:

If to the OWRB:

Oklahoma Water Resource Board
ATTN: Division Chief
Financial Assistance Division
3800 North Classen Boulevard
Oklahoma City, Oklahoma 73118

If to the Consultant:

Arbitrage Compliance Specialists, Inc.
Attn: Doug Pahnke
5994 S. Holly Street #252, Greenwood Village, CO 80111

16. Entire Agreement. The terms of the OWRB's Request for Proposals distributed to a plurality of service providers on or about March 24, 2014, and the Consultant's proposal in response are hereby incorporated by reference into this agreement and shall be binding on the parties as if set forth here in their entirety. Provided, however, in case any of the terms of the OWRB's Request for Proposals or the Consultant's proposal are inconsistent with the main body of this agreement, the terms in the main body of this agreement shall control. This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing or specifically incorporated herein by reference. No subsequent novation, renewal, addition, deletion, or other amendment hereto, except as provided for in paragraph 13, above, shall have any force or effect unless embodied in a written contract duly executed and approved.

17. Agreement Inconsistencies. In the event that any provision of the Scope of Work attached hereto as Exhibit A should be in any way inconsistent or in conflict with the terms and conditions of this Agreement, then the terms and conditions of this Agreement shall control.

18. Severability. If any part of this Agreement, including, but not limited to, any Exhibit, provision, paragraph, clause, phrase, or words, is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be given full force and effect.

19. Survival. Any agreements and covenants herein which require performance after the term of the agreement shall survive the expiration of the term of the agreement.

20. Choice of Law. The laws of the State of Oklahoma shall be applied in the interpretation, execution, and enforcement of this Agreement.

21. Disputes. This Agreement is made and performed in Oklahoma, and the parties agree that the trial of any action arising out of any dispute hereunder shall be in the District Court of Oklahoma County in the State of Oklahoma.

22. Specific Performance. This is an Agreement for performance of unique professional services by the Consultant, and it may, at the option of the OWRB, be enforced by an action for specific performance.

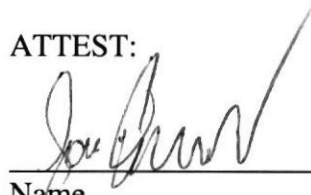
[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, this Agreement to Provide Services as Arbitrage Rebate Consultant is duly executed, to be effective as of the 1st day of July, 2025.

Arbitrage Compliance Specialists, Inc

| | | |
|---|----------------|---------|
|  | Vice President | 2/20/25 |
| Name | Title | Date |

ATTEST:

| | | |
|---|-----------|---------|
|  | President | 2/20/25 |
| Name | Title | Date |

OKLAHOMA WATER RESOURCES BOARD ("OWRB")

| | |
|------------------------------|------|
| Chairman – Jennifer Castillo | Date |
|------------------------------|------|

ATTEST:

| | |
|--|------|
| Secretary – Suzanne V. Landess (SEAL) | Date |
|--|------|

Exhibit A

Scope of Work

The Consultant shall perform the following services, as appropriate, for each of its outstanding tax exempt obligations:

1. Calculation of Arbitrage Rebate Liability, if any, on each series of outstanding tax-exempt obligations;
2. Timely preparation of written reports with respect to each obligation; and
3. Timely preparation of proper filing documentation with respect to each obligation;

The Consultant shall complete such respective calculations and determinations in accordance with (i) as and if applicable, the Arbitrage and Use of Proceeds Certificate delivered by the Board in conjunction with that series of obligations, and (ii) applicable provisions of the Internal Revenue Code, Treasury Regulations, or other applicable authority. The Consultant shall complete such respective calculations and determinations no later than forty (40) days after the anniversary of each series of bonds and notes and submit to the Board a written report of the calculations and determinations of the rebate amounts in order to assure compliance with the 60 (sixty) day filing deadline. The Consultant shall also prepare and provide the Board with IRS Form 8038-T, including supporting documentation, if rebate is due on or before the applicable deadline date for each series of bonds and notes, which is generally sixty (60) days after the fifth-year computation date.

The following outstanding obligations will require arbitrage calculations during the 2025 Fiscal Year (July 1, 2025 to June 30, 2026):

State Loan Program Revenue Bonds

- \$33,445,000 State Loan Program Revenue Bonds, Series 2012A
- \$43,290,000 State Loan Program Revenue Bonds, Series 2013A
- \$10,180,000 State Loan Program Revenue Bonds, Series 2014A
- \$9,595,000 State Loan Program Revenue Bonds, Series 2014B
- \$20,000,000 State Loan Program Revenue Bonds, Series 2014C
- \$21,540,000 State Loan Program Revenue Bonds, Series 2015A
- \$16,435,000 State Loan Program Revenue Bonds, Series 2016A
- \$27,510,000 State Loan Program Revenue Bonds, Series 2017A
- \$8,310,000 State Loan Program Revenue Bonds, Series 2017B

- \$23,325,000 State Loan Program Revenue Bonds, Series 2017C
- \$6,720,000 State Loan Program Revenue Bonds, Series 2018A
- \$26,215,000 State Loan Program Revenue Bonds, Series 2018B
- \$42,960,000 State Loan Program Revenue Bonds, Series 2018C
- \$19,770,000 State Loan Program Revenue Bonds, Series 2018D
- \$48,130,000 State Loan Program Revenue Bonds, Series 2019A
- \$13,915,000 State Loan Program Revenue Bonds, Series 2019B
- \$25,635,000 State Loan Program Revenue Bonds, Series 2019C
- \$43,565,000 State Loan Program Revenue Bonds, Series 2020A
- \$7,585,000 State Loan Program Revenue Bonds, Series 2020C
- \$18,145,000 State Loan Program Revenue Bonds, Series 2020E
- \$15,845,000 State Loan Program Revenue Bonds, Series 2021A
- \$15,795,000 State Loan Program Revenue Bonds, Series 2021B
- \$21,330,000 State Loan Program Revenue Bonds, Series 2021C
- \$26,320,000 State Loan Program Revenue Bonds, Series 2021D
- \$29,260,000 State Loan Program Revenue Bonds, Series 2022A
- \$74,465,000 State Loan Program Revenue Bonds, Series 2022B
- \$46,370,000 State Loan Program Revenue Bonds, Series 2023A
- \$174,670,000 State Loan Program Revenue Bonds, Series, 2023B
- \$43,475,000 State Loan Program Revenue Bonds, Series 2023C
- \$84,485,000 State Loan Program Revenue Bonds, Series 2024A
- \$102,670,000 State Loan Program Revenue Bonds, Series 2024B
- \$112,785,000 State Loan Program Revenue Bonds, Series 2024C

- \$29,585,000 State Loan Program Revenue Bonds, Series 2025A

State Revolving Fund Loan Programs

- \$100,620,000 Clean Water State Revolving Fund Revenue Bonds, Series 2015
- \$90,000,000 Drinking Water State Revolving Fund Revenue Bonds, Series 2016
- \$80,000,000 Drinking Water State Revolving Fund Revenue Bonds, Series 2018
- \$95,000,000 Drinking Water State Revolving Fund Revenue Bonds, Series 2020
- \$100,000,000 Clean Water State Revolving Fund Revenue Bonds, Series 2020A
- \$199,000,000 Drinking Water State Revolving Fund Revenue Bonds, Series 2021
- \$150,000,000 Clean Water State Revolving Fund Revenue Bonds, Series 2023
- \$175,000,000 Drinking Water State Revolving Fund Revenue Bonds, Series 2023A
- \$130,000,000 Clean Water State Revolving Fund Revenue Bonds, Series 2024

AGENDA ITEM 3D(23)

ADDENDUM TO ISSUER USER AGREEMENT

| | |
|-----------------|--|
| WITH: | BondLink, Inc. |
| PURPOSE: | For investor support services for OWRB bond issuances. |
| AMOUNT: | Not to exceed \$24,000.00 |
| TERM: | July 1, 2025 through June 30, 2026 |

ADDENDUM TO ISSUER USER AGREEMENT

This Addendum to the Issuer User Agreement has entered into as of this 30th day of June, 2025 (the "Addendum") among the State of Oklahoma, acting through its State Treasurer's Office (the "Treasurer's Office"), BondLink, Inc. ("BondLink") and the Oklahoma Water Resources Board ("OWRB"), supplementing that certain Issuer User Agreement dated as of November 1, 2018 (the "User Agreement") between the Treasurer's Office and BondLink. Capitalized terms used herein shall have the meaning ascribed thereto in the User Agreement.

WHEREAS, the Treasurer's Office and BondLink entered into the User Agreement pursuant to which BondLink agreed to provide access to and use of its Services by the Treasurer's Office's Site pursuant to the terms and conditions of the User Agreement;

WHEREAS, OWRB desires to access and use the Services for its website OWRBbonds.com (the "OWRB Site") on the same terms and conditions as set forth in the User Agreement, and the Treasurer's Office and BondLink have agreed to supplement the User Agreement by adding OWRB as an Issuer thereunder and the OWRB Site within the definition of "Site".

NOW THEREFORE, to the extent permitted by law, in consideration for the foregoing, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. OWRB hereby represents and warrants that it has read and understands the terms and conditions of access to and use of the Services as set forth in the User Agreement. OWRB agrees that it shall be bound by all of the terms and conditions of the User Agreement, including all applicable terms and conditions of our Privacy Policy which are incorporated therein, the restrictions on use, limitation of liability and BondLink's disclaimer of warranty. Without limiting the foregoing, OWRB specifically grants BondLink a worldwide, royalty-free, fully-paid, non-exclusive, transferable (in connection with an assignment of the User Agreement) and sublicensable license to copy, publicly perform, publicly display, publish, distribute, and otherwise exploit Your Content as we in our sole and absolute discretion deem appropriate to operate and maintain the Services for you, (ii) modify, copy, distribute and incorporate into the Services (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by you, your Representatives relating to the Services or BondLink's business; and (iii) use your business name(s), trademarks, service marks or logos (collectively, "Your Marks") in connection with providing the Services and with your prior written consent, for marketing and promotional purposes in connection with BondLink's business.

2. The parties agree that for all purposes of the User Agreement, the terms Issuer, Issuer User, you and your shall refer to both the Treasurer's Office and OWRB and that the term Site shall refer to both the Site and OWRB Site.

3. Costs of Issuance Fees, with respect to OWRB's use of the Services shall be billed to OWRB and calculated at the same rates as set forth in the User Agreement. The monthly fee is hereby adjusted to \$200 per month. Cost of issuances and monthly subscription will begin when OWRB issues its first bonds under this Agreement. Initial build out fee will be invoiced in June.

4. The terms of the User Agreement remain in full force and effect and are not otherwise modified supplemented, or amended hereby, except to the extent that OWRB is hereby added as an Issuer under the User Agreement.

The parties have caused this Addendum to be executed by their respective duly authorized signing officers as of June 30, 2025.

BONDLINK, INC.

By: Colin H. Guit
Title: CEO & Co-Founder

OKLAHOMA WATER RESOURCES BOARD

By: _____
Title: _____

AGENDA ITEM 3D(24)

JOINT FUNDING AGREEMENT

| | |
|-----------------|--|
| WITH: | United States Geological Service (USGS) |
| PURPOSE: | Continued operation and maintenance of the Monitoring Program |
| AMOUNT: | OWRB to pay amount not to exceed \$375,750.00 |
| TERM: | July 1, 20242025 through June 30, 2026 |



United States Department of the Interior

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

April 22, 2025

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

Dear Mr. Phillips:

Enclosed is our standard joint-funding agreement 25SJFAOK002030 between the U.S. Geological Survey Oklahoma-Texas Water Science Center and Oklahoma Water Resources Board for the streamgaging program with the Oklahoma-Texas Water Science Center, during the period July 1, 2025 through June 30, 2026 in the amount of \$375,750 from your agency. U.S. Geological Survey contributions for this agreement are \$162,350 for a combined total of \$538,100. Please sign and return one fully-executed original to Mitchell King at GS-W-OT_OTFM@usgs.gov.

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

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

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

Sincerely,

Meghan Roussel
Acting Director

Enclosure
25SJFAOK002030

Form 9-1366
(May 2018)

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

Customer #: 6000000284
Agreement #: 25SJFAOK002030
Project #: SJ009ME
TIN #: 73-6017987

Fixed Cost Agreement YES[X] NO[]

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

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

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

- (a) \$162,350 by the party of the first part during the period
July 1, 2025 to June 30, 2026
- (b) \$375,750 by the party of the second part during the period
July 1, 2025 to June 30, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

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

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

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

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

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

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

Form 9-1366
(May 2018)

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

Customer #: 6000000284
Agreement #: 25SJJFAOK002030
Project #: SJ009ME
TIN #: 73-6017987

Water Resource Investigations

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

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U.S. Geological Survey
United States
Department of Interior

Oklahoma Water Resources Board

Signature
Digitally signed by
MEGHAN ROUSSEL
Date: 2025.04.21
15:29:57 -05'00'

By MEGHAN ROUSSEL
Name: Meghan Roussel
Title: Acting Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

| | A | B | C | D | E | F | G | H | I | J | K | L | M |
|----|--|---|---|-------------------|-----------------|-------------|--------------------|-------------|-----------------------|---------------------------|-----------------------|-----------------------|------------------|
| 1 | Oklahoma Water Resources Board - U.S. Geological Survey, 2026 Fiscal Year | | | | | | | | | | | | |
| 2 | July 1, 2025 to June 30, 2026 | | | | | | | | | | | | |
| 3 | Prepared by J.M.Lewis, April 17, 2025 | | | | | | | | | | | | |
| 4 | Joint Funding Agreements: | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | |
| 6 | | | Oklahoma Water Resources Board, Tribes, and Other Cooperator Funds | | | | | | | | | \$375,750 | |
| 7 | | | U.S. Geological Survey Federal Cooperative Water Funds | | | | | | | | | \$162,350 | |
| 8 | | | U.S. Geological Survey Federal Priority Streamgange Funds | | | | | | | | | \$54,746 | |
| 9 | | | | | | | | | | Total | \$592,846 | | |
| 10 | Summary of Tables A and B: | | | | | | | | | | | | |
| 11 | Activity | | OWRB Repay | OWRB Unmatched | OWRB Total | Tribe Repay | Tribe Unmatched | Tribe Total | Other Agency Repay | Other Agency Unmatched | Other Agency Total | USGS Federal Match | Totals |
| 12 | Data Collection: | | | | | | | | | | | | |
| 13 | Surface-water monitoring | | \$71,496 | \$3,754 | \$ 75,250 | | | | \$145,600 | \$154,900 | \$300,500 | \$217,096 | \$592,846 |
| 14 | Cherokee Nation thru OWRB | | | | | \$0 | \$0 | \$0 | | | | \$0 | \$0 |
| 15 | Chickasaw Nation thru OWRB | | | | | \$0 | \$0 | \$0 | | | | \$0 | \$0 |
| 16 | Choctaw Nation thru OWRB | | | | | \$0 | \$0 | \$0 | | | | \$0 | \$0 |
| 17 | OWRB-Illinois R Microbiology | | \$0 | \$0 | \$0 | | | | | | | \$0 | \$0 |
| 18 | | | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| 19 | TOTAL, FY25 | | \$71,496 | \$3,754 | \$75,250 | \$0 | \$0 | \$0 | \$145,600 | \$154,900 | \$300,500 | \$217,096 | \$592,846 |
| 20 | | | | | | | | | | | | | |
| 21 | Historic Program: | | | | | | | | | | | | |
| 22 | FY24 | | \$111,400 | \$8,000 | \$119,400 | \$0 | \$0 | \$0 | \$145,600 | \$142,600 | \$288,200 | \$257,000 | \$664,600 |
| 23 | FY23 | | \$111,400 | \$7,000 | \$118,400 | \$0 | \$0 | \$0 | \$145,600 | \$142,600 | \$288,200 | \$257,000 | \$663,600 |
| 24 | FY22 | | \$106,400 | \$7,000 | \$113,400 | \$0 | \$0 | \$0 | \$141,100 | \$135,300 | \$276,400 | \$247,500 | \$637,300 |
| 25 | FY21 | | \$106,400 | \$7,000 | \$113,400 | \$0 | \$0 | \$0 | \$141,100 | \$110,300 | \$251,400 | \$247,500 | \$612,300 |
| 26 | FY20 | | \$106,400 | \$7,000 | \$113,400 | \$0 | \$0 | \$0 | \$141,100 | \$110,300 | \$251,400 | \$247,500 | \$612,300 |
| 27 | FY19 | | \$102,250 | \$4,600 | \$106,850 | \$4,150 | \$2,400 | \$6,550 | \$141,100 | \$110,300 | \$251,400 | \$247,500 | \$612,300 |
| 28 | FY18 | | \$102,250 | \$4,600 | \$106,850 | \$4,150 | \$2,400 | \$6,550 | \$141,100 | \$110,300 | \$251,400 | \$247,500 | \$612,300 |
| 29 | FY17 | | \$102,250 | \$4,600 | \$106,850 | \$4,150 | \$2,400 | \$6,550 | \$150,875 | \$117,850 | \$268,725 | \$257,275 | \$639,400 |
| 30 | FY16 | | \$108,850 | \$7,000 | \$115,850 | \$4,150 | \$2,400 | \$6,550 | \$150,875 | \$146,850 | \$297,725 | \$263,875 | \$684,000 |
| 31 | FY15 | | \$108,850 | \$7,000 | \$115,850 | \$4,150 | \$2,400 | \$6,550 | \$150,875 | \$154,850 | \$305,725 | \$263,875 | \$692,000 |
| 32 | FY14 | | \$106,830 | \$30,890 | \$137,720 | \$4,400 | \$2,150 | \$6,550 | \$144,075 | \$132,900 | \$276,975 | \$255,305 | \$676,550 |
| 33 | FY13 | | \$113,625 | \$1,700 | \$115,325 | \$4,700 | \$1,550 | \$6,250 | \$165,700 | \$119,800 | \$285,500 | \$284,025 | \$691,100 |
| 34 | FY12 | | \$113,625 | \$1,700 | \$115,325 | \$4,700 | \$1,550 | \$6,250 | \$165,700 | \$143,800 | \$309,500 | \$284,025 | \$715,100 |
| 35 | FY11 | | \$121,700 | \$2,300 | \$124,000 | \$63,450 | \$29,900 | \$93,350 | \$186,200 | \$129,350 | \$315,550 | \$371,350 | \$904,250 |
| 36 | FY10 | | \$136,500 | \$29,950 | \$166,450 | \$82,100 | \$32,000 | \$114,100 | \$159,100 | \$123,450 | \$282,550 | \$377,700 | \$940,800 |
| 37 | FY09 | | \$188,900 | \$29,200 | \$218,100 | \$41,200 | \$11,900 | \$53,100 | \$129,700 | \$121,050 | \$250,750 | \$359,800 | \$881,750 |
| 38 | FY08 | | \$110,350 | \$5,900 | \$116,250 | \$137,350 | \$7,550 | \$144,900 | \$120,300 | \$111,750 | \$232,050 | \$368,000 | \$861,200 |
| 39 | FY07 | | \$204,650 | \$103,000 | \$307,650 | \$106,700 | \$0 | \$106,700 | \$130,700 | \$169,300 | \$300,000 | \$442,050 | \$1,053,400 |
| 40 | FY06 | | \$189,800 | \$0 | \$189,800 | \$102,900 | \$0 | \$102,900 | \$115,650 | \$53,900 | \$169,550 | \$408,350 | \$870,600 |
| 41 | FY05 | | \$201,275 | \$0 | \$201,275 | \$141,550 | \$0 | \$141,550 | \$115,650 | \$39,300 | \$154,950 | \$458,475 | \$956,250 |
| 42 | FY04 | | \$310,525 | \$0 | \$310,525 | \$269,000 | \$0 | \$269,000 | \$106,050 | \$38,600 | \$144,650 | \$416,575 | \$871,750 |

FY26 OWRB-USGS-Streamgaing Program-FY2026-NSF

| | A | B | C | D | E | F | G | H | I | J | K | L | M |
|----|------|---|-----------|-----|-----------|---|---|---|-----------|----------|-----------|-----------|-------------|
| 43 | FY03 | | \$396,380 | \$0 | \$396,380 | | | | \$111,550 | \$31,600 | \$143,150 | \$507,930 | \$1,047,460 |
| 44 | FY02 | | \$350,430 | \$0 | \$350,430 | | | | \$111,050 | \$29,300 | \$140,650 | \$461,780 | \$950,860 |
| 45 | FY01 | | \$350,430 | \$0 | \$350,430 | | | | \$111,050 | \$27,800 | \$138,850 | \$461,480 | \$950,760 |
| 46 | FY00 | | \$374,070 | \$0 | \$374,070 | | | | \$111,300 | \$31,300 | \$142,600 | \$485,370 | \$1,002,040 |
| 47 | FY99 | | \$468,740 | \$0 | \$468,740 | | | | \$111,300 | \$31,300 | \$142,600 | \$580,040 | \$1,191,380 |
| 48 | FY98 | | \$458,740 | \$0 | \$458,740 | | | | \$124,050 | \$12,300 | \$136,350 | \$582,790 | \$1,177,880 |
| 49 | | | | | | | | | | | | | |
| 50 | | | | | | | | | | | | | |
| 51 | | | | | | | | | | | | | |
| 52 | | | | | | | | | | | | | |

| | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R |
|----|---|-------------------------------------|----------|----------|----------|---|-------|---|---------|---------|---|---------|---------|----------|----------|-----|-----------|-------|
| 1 | Table A - Statewide Monitoring for Fiscal Year 2026 | | | | | | | | | | | | | | | | | |
| 2 | OKLAHOMA WATER RESOURCES BOARD - U.S. GEOLOGICAL SURVEY | | | | | | | | | | | | | | | | | |
| 3 | July 1, 2025 - June 30, 2026 | | | | | | | | | | | | | | | | | |
| 4 | Station | | Surface | Surface | Water | | Const | | Water | Quality | | Quality | Monitor | | | | | Total |
| 5 | Number | Station Name | Federal | Federal | OWRB | | Costs | | Federal | OWRB | | Federal | OWRB | USGS | OWRB | | | Costs |
| 6 | | | CMF | FPS | Repay | | | | Match | Repay | | Match | Repay | | | | | |
| 7 | | | | | | | | | | | | | | | | | | |
| 8 | 07148400 | Salt Fork nr Alva (FPS Match) | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 9 | 07152000 | Chikaskia R Blackwell (FPS Match) | \$0 | \$5,850 | \$5,650 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$5,850 | \$5,650 | | \$11,500 | |
| 10 | 07152500 | Arkansas R nr Ralston (FPS Match) | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| 11 | 07153000 | Black Bear C Pawnee (FPS Match) | \$0 | \$5,850 | \$5,650 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$5,850 | \$5,650 | | \$11,500 | |
| 12 | 07154500 | Cimarron R nr Kenton (FPS Match) | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| 13 | 07156900 | Cimarron R nr Forgan (FPS Match) | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| 14 | 07160000 | Cimarron R nr Guthrie (FPS Match) | \$0 | \$5,850 | \$5,650 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$5,850 | \$5,650 | | \$11,500 | |
| 15 | 07161450 | Cimarron R nr Ripley | \$5,150 | \$0 | \$6,350 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$5,150 | \$6,350 | | \$11,500 | |
| 16 | 07165570 | Arkansas R nr Haskell | \$5,150 | \$0 | \$6,350 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$5,150 | \$6,350 | | \$11,500 | |
| 17 | 07171000 | Verdigris R nr Lenapah (FPS Match+) | \$4,150 | \$2,746 | \$6,550 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$6,896 | \$6,550 | | \$13,446 | |
| 18 | 07175500 | Caney R nr Ramona | \$6,500 | \$0 | \$5,000 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$6,500 | \$5,000 | | \$11,500 | |
| 19 | 07194500 | Arkansas R nr Muskogee | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| 20 | 07198000 | Illinois R nr Gore | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| 21 | 07228500 | Canadian R Bridgeport (FPS Match) | \$0 | \$5,850 | \$5,650 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$5,850 | \$5,650 | | \$11,500 | |
| 22 | 07230500 | Little R nr Tecumseh | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| 23 | 07234000 | Beaver R nr Beaver | \$5,150 | \$0 | \$6,350 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$5,150 | \$6,350 | | \$11,500 | |
| 24 | 07238000 | N Canadian R nr Seiling | \$5,150 | \$0 | \$6,350 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$5,150 | \$6,350 | | \$11,500 | |
| 25 | 07239300 | N Canadian R nr Watonga | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| 26 | 07242380 | Deep Fork at Warwick | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| 27 | 07243500 | Deep Fork nr Beggs | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| 28 | 07247015 | Poteau R nr Loving | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| 29 | 07247250 | Black Fork at Page | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| 30 | 07247650 | Fourche Maline nr Leflore | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| 31 | 07247800 | Holson C at Summerfield | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| 32 | 07249455 | Ark R at Ft Smith, AR (FPS Funds) | \$0 | \$0 | \$0 | | \$0 | | \$2,400 | \$4,400 | | \$0 | \$0 | \$2,400 | \$4,400 | | \$6,800 | |
| 33 | 07301420 | Sweetwater C Sweetwater(FPS Match) | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| 34 | 07303400 | Elm Fork nr Carl | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| 35 | 07305000 | N Fork Red R Headrick (FPS Match) | \$0 | \$5,850 | \$5,650 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$5,850 | \$5,650 | | \$11,500 | |
| 36 | 07307010 | Otter C nr Snyder | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| 37 | 07307028 | N FK Red R nr Tipton (FPS Funds) | \$0 | \$5,850 | \$5,650 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$5,850 | \$5,650 | | \$11,500 | |
| 38 | 07311500 | Deep Red Run Randlett (FPS Match) | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| 39 | 07334000 | Muddy Boggy nr Farris | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| 40 | 07335000 | Clear Boggy at Unger | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| 41 | 07335300 | Muddy Boggy at Unger | \$0 | \$0 | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| 42 | | | ----- | ----- | ----- | | ----- | | ----- | ----- | | ----- | ----- | ----- | ----- | | ----- | ----- |
| 43 | | Subtotals | \$31,250 | \$37,846 | \$70,850 | | \$0 | | \$2,400 | \$4,400 | | \$0 | \$0 | \$71,496 | \$75,250 | | \$146,746 | |
| 44 | | | | | | | | | | | | | | | | | | |

| | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R |
|----|---|--------------------------------------|---------|---------|--------|-------|---------|---------|---------|---------|-------|-------|-------|-------|-------|-------|-------|---|
| 1 | Table A - Statewide Monitoring for Fiscal Year 2026 | | | | | | | | | | | | | | | | | |
| 2 | OKLAHOMA WATER RESOURCES BOARD - U.S. GEOLOGICAL SURVEY | | | | | | | | | | | | | | | | | |
| 3 | July 1, 2025 - June 30, 2026 | | | | | | | | | | | | | | | | | |
| 4 | Station | | Surface | Surface | Water | Const | Water | Quality | Quality | Monitor | | | | | | | Total | |
| 5 | Number | Station Name | Federal | Federal | OWRB | Costs | Federal | OWRB | Federal | OWRB | USGS | OWRB | | | | | Costs | |
| 45 | | | | | | | | | | | | | | | | | | |
| 46 | OWRB PROJECTS | | | | SW O&M | Const | | QW | | GW O&M | | | | | | | | |
| 47 | | OWRB - Illinois R Microbiology Study | \$0 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 48 | | | ----- | | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | |
| 49 | | Subtotals | \$0 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 50 | | | | | | | | | | | | | | | | | | |
| 51 | | | | | | | | | | | | | | | | | | |
| 52 | CHEROKEE DATA COLLECTION SITES | | | | | | | | | | | | | | | | | |
| 53 | 07171000 | Verdigris R nr Lenapah | \$0 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 54 | 07195500 | ILLINOIS R NR WATTS | \$0 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 55 | 07195855 | FLINT C NR W SILOAM SPRS | \$0 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 56 | 07195865 | SAGER C NR W SILOAM SPRS | \$0 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 57 | 07196000 | FLINT C NR KANSAS | \$0 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 58 | 07196090 | ILLINOIS R AT CHEWY | \$0 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 59 | 07196500 | ILLINOIS R NR TAHLEQUAH | \$0 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 60 | 07197000 | BARON FORK AT ELDON | \$0 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 61 | | | ----- | | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | |
| 62 | | | \$0 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 63 | | | | | | | | | | | | | | | | | | |
| 64 | | | | | | | | | | | | | | | | | | |

| | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R |
|----|---|--------------------------------|----------|---------|----------|---|-------|---|---------|---------|---|---------|---------|---|----------|----------|---|-----------|
| 1 | Table A - Statewide Monitoring for Fiscal Year 2026 | | | | | | | | | | | | | | | | | |
| 2 | OKLAHOMA WATER RESOURCES BOARD - U.S. GEOLOGICAL SURVEY | | | | | | | | | | | | | | | | | |
| 3 | July 1, 2025 - June 30, 2026 | | | | | | | | | | | | | | | | | |
| 4 | Station | | Surface | Surface | Water | | Const | | Water | Quality | | Quality | Monitor | | | | | Total |
| 5 | Number | Station Name | Federal | Federal | OWRB | | Costs | | Federal | OWRB | | Federal | OWRB | | USGS | OWRB | | Costs |
| 65 | CHICKASAW DATA COLLECTION SITES | | | | | | | | | | | | | | | | | |
| 66 | | | | | | | | | | | | | | | | | | |
| 67 | 07229200 | CANADIAN R AT PURCELL | \$0 | | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 |
| 68 | 07315700 | MUD C NR COURTNEY | \$0 | | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 |
| 69 | 07328100 | WASHITA R AT ALEX (USCE Funds) | \$0 | | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 |
| 70 | 07328500 | WASHITA R NR PAULS VALLEY | \$0 | | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 |
| 71 | 07329860 | HONEY C NR TURNER FALLS | \$0 | | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 |
| 72 | 07331300 | PENNINGTON C NR REAGAN | \$0 | | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 |
| 73 | 07332390 | BLUE R NR CONNERVILLE | \$0 | | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 |
| 74 | | | ----- | | ----- | | ----- | | ----- | ----- | | ----- | ----- | | ----- | ----- | | ----- |
| 75 | | Subtotals | \$0 | | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 |
| 76 | | | | | | | | | | | | | | | | | | |
| 77 | | | | | | | | | | | | | | | | | | |
| 78 | CHOCTAW DATA COLLECTION SITES | | | | | | | | | | | | | | | | | |
| 79 | | | | | | | | | | | | | | | | | | |
| 80 | 07231500 | CANADIAN R AT CALVIN | \$0 | | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 |
| 81 | 07247015 | POTEAU R NR LOVING | \$0 | | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 |
| 82 | 07247250 | BLACK FORK AT PAGE | \$0 | | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 |
| 83 | 07247345 | BLACK FORK AT HODGEN | \$0 | | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 |
| 84 | 07247650 | FOURCHE MALINE NR LEFLORE | \$0 | | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 |
| 85 | 07247800 | HOLSON C AT SUMMERFIELD | \$0 | | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 |
| 86 | 07334000 | MUDDY BOGGY C NR FARRIS | \$0 | | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 |
| 87 | 07335000 | CLEAR BOGGY AT CANEY | \$0 | | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 |
| 88 | 07335300 | MUDDY BOGGY C NR UNGER | \$0 | | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 |
| 89 | | | ----- | | ----- | | ----- | | ----- | ----- | | ----- | ----- | | ----- | ----- | | ----- |
| 90 | | Subtotals | \$0 | | \$0 | | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 | \$0 | | \$0 |
| 91 | | | | | | | | | | | | | | | | | | |
| 92 | | Total | \$31,250 | | \$70,850 | | \$0 | | \$2,400 | \$4,400 | | \$0 | \$0 | | \$71,496 | \$75,250 | | \$146,746 |
| 93 | | | | | | | | | | | | | | | | | | |
| 94 | | | | | | | | | | | | | | | | | | |

| | A | B | C | D | E | F | G | H | I |
|----|--|------------------------------------|-----------|-------|---------|---------|-----------|---|---|
| 1 | Table B - Statewide Monitoring for Fiscal Year 2026 | | | | | | | | |
| 2 | LOCAL AGENCIES and U.S. GEOLOGICAL SURVEY | | | | | | | | |
| 3 | July 1, 2025 to June 30, 2026 | | | | | | | | |
| 4 | | | | | | | | | |
| 5 | GRAND RIVER DAM AUTHORITY | | | | | | | | |
| 6 | Station | | Surface | Const | Water | QW/GW | Total | | |
| 7 | Number | Station Name | Water | Costs | Quality | Monitor | Costs | | |
| 8 | 07185000 | NEOSHO R NR COMMERCE (FPS) | \$16,800 | \$0 | \$0 | \$0 | \$16,800 | | |
| 9 | 07185080 | NEOSHO R @ HWY 125 @ MIAMI | \$5,200 | \$0 | \$0 | \$0 | \$5,200 | | |
| 10 | 07188000 | SPRING R NR QUAPAW | \$16,800 | \$0 | \$0 | \$0 | \$16,800 | | |
| 11 | 07189000 | ELK R NR TIFF CITY | \$16,800 | \$0 | \$0 | \$0 | \$16,800 | | |
| 12 | 07190000 | LAKE O CHEROKEES AT LANGLEY | \$5,200 | \$0 | \$0 | \$0 | \$5,200 | | |
| 13 | 07190100 | NEOSHO R NR LANGLEY (Service Road) | \$6,100 | \$0 | \$0 | \$0 | \$6,100 | | |
| 14 | 07190500 | NEOSHO R NR LANGLEY | \$16,800 | \$0 | \$0 | \$0 | \$16,800 | | |
| 15 | 07191000 | BIG CABIN CR NR BIG CABIN | \$16,800 | \$0 | \$0 | \$0 | \$16,800 | | |
| 16 | 07191400 | L HUDSON NR LOCUST GROVE | \$5,200 | \$0 | \$0 | \$0 | \$5,200 | | |
| 17 | 07191500 | NEOSHO R NR CHOUTEAU | \$16,800 | \$0 | \$0 | \$0 | \$16,800 | | |
| 18 | | | ----- | ----- | ----- | ----- | ----- | | |
| 19 | | | \$122,500 | \$0 | \$0 | \$0 | \$122,500 | | |
| 20 | | | | | | | | | |

| | A | B | C | D | E | F | G | H | I |
|----|--|-------------------------------------|----------|-------|---------|---------|----------|---|---|
| 1 | Table B - Statewide Monitoring for Fiscal Year 2026 | | | | | | | | |
| 2 | LOCAL AGENCIES and U.S. GEOLOGICAL SURVEY | | | | | | | | |
| 3 | July 1, 2025 to June 30, 2026 | | | | | | | | |
| 4 | | | | | | | | | |
| 21 | CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT | | | | | | | | |
| 22 | Station | | Surface | Const | Water | QW/GW | Total | | |
| 23 | Number | Station Name | Water | Costs | Quality | Monitor | Costs | | |
| 24 | 07229900 | L THUNDERBIRD NR NORMAN | \$3,700 | \$0 | \$0 | \$0 | \$3,700 | | |
| 25 | 07230000 | LITTLE R BL L THUNDERBIRD NR NORMAN | \$16,800 | \$0 | \$0 | \$0 | \$16,800 | | |
| 26 | | | ----- | ----- | ----- | ----- | ----- | | |
| 27 | | | \$20,500 | \$0 | \$0 | \$0 | \$20,500 | | |
| 28 | | | | | | | | | |
| 29 | FORT COBB MASTER CONSERVANCY DISTRICT | | | | | | | | |
| 30 | Station | | Surface | Const | Water | QW/GW | Total | | |
| 31 | Number | Station Name | Water | Costs | Quality | Monitor | Costs | | |
| 32 | 07325800 | COBB CR NR EAKLEY | \$16,800 | \$0 | \$0 | \$0 | \$16,800 | | |
| 33 | 07325900 | FT COBB RES NR FT COBB | \$3,700 | \$0 | \$0 | \$0 | \$3,700 | | |
| 34 | 07326000 | COBB CR NR FT COBB | \$16,800 | \$0 | \$0 | \$0 | \$16,800 | | |
| 35 | | | ----- | ----- | ----- | ----- | ----- | | |
| 36 | | | \$37,300 | \$0 | \$0 | \$0 | \$37,300 | | |
| 37 | | | | | | | | | |
| 38 | | | | | | | | | |
| 39 | LUGERT-ALTUS IRRIGATION DISTRICT | | | | | | | | |
| 40 | Station | | Surface | Const | Water | QW/GW | Total | | |
| 41 | Number | Station Name | Water | Costs | Quality | Monitor | Costs | | |
| 42 | 07301500 | N FK RED R NR CARTER | \$16,800 | \$0 | \$0 | \$0 | \$16,800 | | |
| 43 | 07302500 | L ALTUS NR LUGERT | \$5,200 | \$0 | \$0 | \$0 | \$5,200 | | |
| 44 | 07303000 | N FK RED R BL ALTUS DAM NR LUGERT | \$16,800 | \$0 | \$0 | \$0 | \$16,800 | | |
| 45 | | | ----- | ----- | ----- | ----- | ----- | | |
| 46 | | | \$38,800 | \$0 | \$0 | \$0 | \$38,800 | | |

| | A | B | C | D | E | F | G | H | I |
|----|--|---|---|---|---|---|---|---|---|
| 1 | Table B - Statewide Monitoring for Fiscal Year 2026 | | | | | | | | |
| 2 | LOCAL AGENCIES and U.S. GEOLOGICAL SURVEY | | | | | | | | |
| 3 | July 1, 2025 to June 30, 2026 | | | | | | | | |
| 4 | | | | | | | | | |
| 47 | | | | | | | | | |

| | A | B | C | D | E | F | G | H | I |
|----|--|---------------------------|----------|-------|---------|---------|----------|---|---|
| 1 | Table B - Statewide Monitoring for Fiscal Year 2026 | | | | | | | | |
| 2 | LOCAL AGENCIES and U.S. GEOLOGICAL SURVEY | | | | | | | | |
| 3 | July 1, 2025 to June 30, 2026 | | | | | | | | |
| 4 | | | | | | | | | |
| 48 | CITY OF LAWTON | | | | | | | | |
| 49 | Station | | Surface | Const | Water | QW/GW | Total | | |
| 50 | Number | Station Name | Water | Costs | Quality | Monitor | Costs | | |
| 51 | 07308990 | L ELLSWORTH NR ELGIN | \$5,200 | \$0 | \$0 | \$0 | \$5,200 | | |
| 52 | 07309500 | L LAWTONKA NR MEDICINE PK | \$5,200 | \$0 | \$0 | \$0 | \$5,200 | | |
| 53 | 07311000 | EAST CACHE CR NR WALTERS | \$16,800 | \$0 | \$0 | \$0 | \$16,800 | | |
| 54 | | | ----- | ----- | ----- | ----- | ----- | | |
| 55 | | | \$27,200 | \$0 | \$0 | \$0 | \$27,200 | | |
| 56 | | | | | | | | | |
| 57 | APPLIED ENERGY SERVICES | | | | | | | | |
| 58 | Station | | Surface | Const | Water | Quality | Total | | |
| 59 | Number | Station Name | Water | Costs | Quality | Monitor | Costs | | |
| 60 | 07249413 | POTEAU R NR PANAMA | \$11,500 | \$0 | \$0 | \$0 | \$11,500 | | |
| 61 | | | ----- | ----- | ----- | ----- | ----- | | |
| 62 | | | \$11,500 | \$0 | \$0 | \$0 | \$11,500 | | |
| 63 | | | | | | | | | |

| | A | B | C | D | E | F | G | H | I |
|----|--|------------------------------|----------|-------|---------|---------|----------|---|---|
| 1 | Table B - Statewide Monitoring for Fiscal Year 2026 | | | | | | | | |
| 2 | LOCAL AGENCIES and U.S. GEOLOGICAL SURVEY | | | | | | | | |
| 3 | July 1, 2025 to June 30, 2026 | | | | | | | | |
| 4 | | | | | | | | | |
| 64 | CITIES OF MOORE AND NORMAN | | | | | | | | |
| 65 | Station | | Surface | Const | Water | QW/GW | Total | | |
| 66 | Number | Station Name | Water | Costs | Quality | Monitor | Costs | | |
| 67 | 07228940 | CANADIAN R NR MUSTANG | \$11,700 | \$0 | \$0 | \$0 | \$11,700 | | |
| 68 | 07229050 | CANADIAN R NR NORMAN | \$11,700 | \$0 | \$0 | \$0 | \$11,700 | | |
| 69 | | | ----- | ----- | ----- | ----- | ----- | | |
| 70 | | | \$23,400 | \$0 | \$0 | \$0 | \$23,400 | | |
| 71 | | | | | | | | | |
| 72 | HARDAGE STEERING COMMITTEE | | | | | | | | |
| 73 | Station | | Surface | Const | Water | QW/GW | Total | | |
| 74 | Number | Station Name | Water | Costs | Quality | Monitor | Costs | | |
| 75 | 07328180 | NORTH CRINER CR NR CRINER* | \$11,500 | \$0 | \$0 | \$0 | \$11,500 | | |
| 76 | | | ----- | ----- | ----- | ----- | ----- | | |
| 77 | | | \$11,500 | \$0 | \$0 | \$0 | \$11,500 | | |
| 78 | | | | | | | | | |
| 79 | ARKANSAS / OKLAHOMA COMPACT | | | | | | | | |
| 80 | Station | | Surface | Const | Water | QW/GW | Total | | |
| 81 | Number | Station Name | Water | Costs | Quality | Monitor | Costs | | |
| 82 | 07249455 | Arkansas River at Fort Smith | \$11,500 | \$0 | \$0 | \$0 | \$11,500 | | |
| 83 | | | ----- | ----- | ----- | ----- | ----- | | |
| 84 | | | \$11,500 | \$0 | \$0 | \$0 | \$11,500 | | |
| 85 | | | | | | | | | |
| 86 | CP KELCO | | | | | | | | |
| 87 | Station | | Surface | Const | Water | QW/GW | Total | | |
| 88 | Number | Station Name | Water | Costs | Quality | Monitor | Costs | | |
| 89 | 07243500 | Deep Fork near Beggs, OK | \$12,500 | \$0 | \$0 | \$0 | \$12,500 | | |
| 90 | | | ----- | ----- | ----- | ----- | ----- | | |
| 91 | | | \$12,500 | \$0 | \$0 | \$0 | \$12,500 | | |

| | A | B | C | D | E | F | G | H | I |
|-----|--|-----------------------------------|----------|-------|---------|---------|----------|---|---|
| 1 | Table B - Statewide Monitoring for Fiscal Year 2026 | | | | | | | | |
| 2 | LOCAL AGENCIES and U.S. GEOLOGICAL SURVEY | | | | | | | | |
| 3 | July 1, 2025 to June 30, 2026 | | | | | | | | |
| 4 | | | | | | | | | |
| 92 | | | | | | | | | |
| 93 | OK DEPT OF WILDLIFE CONSERVATION | | | | | | | | |
| 94 | | | Surface | Const | Water | QW/GW | Total | | |
| 95 | Station | | Water | Costs | Quality | Monitor | Costs | | |
| 96 | 07152500 | Arkansas R nr Ralston (FPS Match) | \$11,500 | \$0 | \$0 | \$0 | \$11,500 | | |
| 97 | 07175500 | CANEY R nr RAMONA | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| 98 | 07198000 | ILLINOIS R nr GORE | \$11,500 | \$0 | \$0 | \$0 | \$11,500 | | |
| 99 | 07247250 | BLACK FORK AT PAGE | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| 100 | 07335500 | RED R AT ARTHUR CITY, TX | \$11,500 | \$0 | \$0 | \$0 | \$11,500 | | |
| 101 | 07335790 | KIAMICHI R NR CLAYTON | \$11,500 | \$0 | \$0 | \$0 | \$11,500 | | |
| 102 | 07336820 | RED R NR DE KALB | \$11,500 | \$0 | \$0 | \$0 | \$11,500 | | |
| 103 | 07337900 | GLOVER R NR GLOVER | \$11,500 | \$0 | \$0 | \$0 | \$11,500 | | |
| 104 | 07338750 | MOUNTAIN F AT SMITHVILLE | \$11,500 | \$0 | \$0 | \$0 | \$11,500 | | |
| 105 | 07339000 | MOUNTAIN F NR EAGLETOWN | \$11,500 | \$0 | \$0 | \$0 | \$11,500 | | |
| 106 | 07334000 | Muddy Boggy nr Farris | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| 107 | 07334800 | Clear Boggy nr Caney | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| 108 | 07335300 | Muddy Boggy at Unger | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| 109 | | | ----- | ----- | ----- | ----- | ----- | | |
| 110 | | | \$92,000 | \$0 | \$0 | \$0 | \$92,000 | | |
| 111 | | | | | | | | | |
| 112 | | | | | | | | | |
| 113 | POTEAU VALLEY IMPROVEMENT AUTHORITY | | | | | | | | |
| 114 | | | Surface | Const | Water | QW/GW | Total | | |
| 115 | Station | | Water | Costs | Quality | Monitor | Costs | | |
| 116 | 07247250 | Black Fork at Page | \$11,500 | \$0 | \$0 | \$0 | \$11,500 | | |
| 117 | | | ----- | ----- | ----- | ----- | ----- | | |
| 118 | | | \$11,500 | \$0 | \$0 | \$0 | \$11,500 | | |
| 119 | | | | | | | | | |

| | A | B | C | D | E | F | G | H | I |
|-----|--|---|----------|-------|---------|---------|----------|---|---|
| 1 | Table B - Statewide Monitoring for Fiscal Year 2026 | | | | | | | | |
| 2 | LOCAL AGENCIES and U.S. GEOLOGICAL SURVEY | | | | | | | | |
| 3 | July 1, 2025 to June 30, 2026 | | | | | | | | |
| 4 | | | | | | | | | |
| 120 | | | | | | | | | |
| 121 | CITY OF ENID | | | | | | | | |
| 122 | Station | | Surface | Const | Water | QW/GW | Total | | |
| 123 | Number | Station Name | Water | Costs | Quality | Monitor | Costs | | |
| 124 | 07160280 | Boggy Creek at Enid Ave (stage only) | \$5,200 | \$0 | \$0 | \$0 | \$5,200 | | |
| 125 | 07160290 | North Boggy Creek at Garriott Rd (stage only) | \$5,200 | \$0 | \$0 | \$0 | \$5,200 | | |
| 126 | 07160300 | Boggy Creek at 30th Street | \$15,500 | \$0 | \$0 | \$0 | \$15,500 | | |
| 127 | | | ----- | ----- | ----- | ----- | ----- | | |
| 128 | | | \$25,900 | \$0 | \$0 | \$0 | \$25,900 | | |
| 129 | | | | | | | | | |

| | A | B | C | D | E | F | G | H | I |
|-----|--|------------------------------------|-----------|-------|---------|---------|-----------|-----------|-----------|
| 1 | Table B - Statewide Monitoring for Fiscal Year 2026 | | | | | | | | |
| 2 | LOCAL AGENCIES and U.S. GEOLOGICAL SURVEY | | | | | | | | |
| 3 | July 1, 2025 to June 30, 2026 | | | | | | | | |
| 4 | | | | | | | | | |
| 130 | TOTAL PROGRAM, LOCAL AGENCIES | | | | | | | | |
| 131 | | | Surface | Const | Water | QW/GW | Total | USGS | Program |
| 132 | | | Water | Costs | Quality | Monitor | Costs | TOTAL | Repay |
| 133 | | | ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| 134 | | Grand River Dam Authority | \$122,500 | \$0 | \$0 | \$0 | \$122,500 | \$44,800 | \$77,700 |
| 135 | | Central Oklahoma MCD | \$20,500 | \$0 | \$0 | \$0 | \$20,500 | \$6,900 | \$13,600 |
| 136 | | Fort Cobb MCD | \$37,300 | \$0 | \$0 | \$0 | \$37,300 | \$14,000 | \$23,300 |
| 137 | | Lugert-Altus Irrigation District | \$38,800 | \$0 | \$0 | \$0 | \$38,800 | \$15,900 | \$22,900 |
| 138 | | City of Lawton | \$27,200 | \$0 | \$0 | \$0 | \$27,200 | \$10,700 | \$16,500 |
| 139 | | Applied Energy Services | \$11,500 | \$0 | \$0 | \$0 | \$11,500 | \$0 | \$11,500 |
| 140 | | Cities of Norman and Moore | \$23,400 | \$0 | \$0 | \$0 | \$23,400 | \$9,600 | \$13,800 |
| 141 | | Hardage Steering Committee | \$11,500 | \$0 | \$0 | \$0 | \$11,500 | \$0 | \$11,500 |
| 142 | | AR / OK Compact | \$11,500 | \$0 | \$0 | \$0 | \$11,500 | \$4,400 | \$7,100 |
| 143 | | CP Kelco | \$12,500 | \$0 | \$0 | \$0 | \$12,500 | \$0 | \$12,500 |
| 144 | | Oklahoma Dept of Wildlife Conserv | \$92,000 | \$0 | \$0 | \$0 | \$92,000 | \$34,900 | \$57,100 |
| 145 | | Poteau Vally Improvement Authority | \$11,500 | \$0 | \$0 | \$0 | \$11,500 | \$4,400 | \$7,100 |
| 146 | | City of Enid | \$25,900 | \$0 | \$0 | \$0 | \$25,900 | \$0 | \$25,900 |
| 147 | | | ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| 148 | | SUB-TOTAL (OA) | \$446,100 | \$0 | \$0 | \$0 | \$446,100 | \$145,600 | \$300,500 |
| 149 | | | ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| 150 | | | | | | | | | |
| 151 | | | | | | | | | |
| 152 | | | | | | | | | |
| 153 | | | | | | | | | |
| 154 | | | | | | | | | |

Signature: *Bill Cauthron*

Email: bill.cauthron@owrb.ok.gov

Signature: *AP*
Anil Pillai (Apr 30, 2025 10:19 CDT)

Email: anil.pillai@owrb.ok.gov

Signature: *Angela Rodriguez*
Angela Rodriguez (Apr 30, 2025 10:22 CDT)

Email: angela.rodriquez@owrb.ok.gov

Signature: *Jessica Billingsley*

Email: jessica.billingsley@owrb.ok.gov

Signature: *Lance Phillips*

Email: lance.phillips@owrb.ok.gov

Signature: *Am Gibson*

Email: sara.gibson@owrb.ok.gov

AGENDA ITEM 3D(26)
INTERAGENCY AGREEMENT

| | |
|-----------------|--|
| WITH: | Oklahoma Rural Water Association |
| PURPOSE: | To provide, in cooperation and conjunction with the ORWA, workshops to be offered for study and instructions of rural water district and nonprofit rural water corporation board members in areas of finance. Law, and duties of board members |
| AMOUNT: | Not to exceed \$84,000.00 |
| TERM: | July 1, 2025 through June 30, 2026 |

**CONTRACT BETWEEN
OKLAHOMA RURAL WATER ASSOCIATION AND
OKLAHOMA WATER RESOURCES BOARD**

This CONTRACT, dated for convenience of reference as of the 1st day of June 2025, but to be effective as provided herein, by and between the Oklahoma Rural Water Association, hereinafter "ORWA", and the Oklahoma Water Resources Board, hereinafter "OWRB",

WITNESSETH:

WHEREAS, the OWRB is an agency of the State of Oklahoma charged with numerous responsibilities relating to the administration, management, development, conservation and utilization of the water resources of the state; and

WHEREAS, 82 O.S. §§ 1085.2 and 1324.16 provide in part that the OWRB is to organize and provide, in cooperation and conjunction with the ORWA, workshops to be offered for study and instruction of rural water district and nonprofit rural water corporation board members in areas of finance, law, and duties of board members; and

WHEREAS, the ORWA agrees to provide such assistance and training upon the terms specified in this Contract; and

WHEREAS, 82 O.S. §1085.2 authorizes the OWRB to make contracts necessary or convenient to the exercise of any powers conferred on the OWRB by law.

NOW THEREFORE, in consideration of the mutual covenants, agreements, terms, conditions and provisions herein set forth, the ORWA and the OWRB agree as follows:

1. **SERVICES TO BE PERFORMED BY ORWA:** ORWA shall provide training, and education for board members in the state in accordance with the proposal attached hereto as "Attachment A" and incorporated by reference as a part of this Contract.
2. **COMPENSATION TO ORWA:** For and in consideration of the assistance provided by the ORWA, it is agreed that the OWRB will pay the ORWA a total amount not to exceed Eighty-Four Thousand and No/100 Dollars (\$84,000.00) as such services are performed. The OWRB shall pay the ORWA for work items completed according to the unit prices included in Attachment A hereto, upon approval and processing of monthly invoices. ORWA shall submit such records or other evidence of performance such as may be required by the OWRB for processing such invoices.
3. **TERM OF CONTRACT:** The provisions of this Contract shall be in effect from and after July 1, 2025, or the date all necessary signatures and approvals are obtained, whichever is later. Once effective, it shall continue in effect through June 30, 2026.

4. **AMENDMENT:** The parties mutually agree that, subject to and upon the mutual written consent and approval of both parties, this Contract may be amended or modified at any time.
5. **TERMINATION CLAUSE:** The parties hereto mutually agree that this Contract may be terminated upon thirty (30) days advance written notice of termination by either party to the other party; provided, in the event of such termination, the OWRB agrees to pay the ORWA for such assistance and training as may have been performed by ORWA up to the time of such termination. Additionally, in the event of such termination, ORWA shall provide and submit to OWRB all of its work product, information files, records, and data incidental hereto such as may be possessed by ORWA at the time of such termination and such as relate to the performance of ORWA's services hereunder. It is further understood and agreed that financial records, supporting documents, statistical records, and all other records pertinent to this Contract shall be retained for a period of no less than three (3) years from the termination date of this Contract. The parties hereto mutually agree and acknowledge that the exercise of this termination provision shall in no respect prejudice any rights, causes of action, claims for damages or performance or remedies otherwise such as may be available to either party pursuant to this Contract and the laws of the State of Oklahoma.
6. **WORKERS' COMPENSATION COVERAGE:** ORWA agrees, acknowledges and warrants that it currently provides for and shall continue to provide for, in full force and effect during the duration of this Contract such workers' compensation insurance and/or liability coverage otherwise as is due, sufficient and required by law (including, but not limited to 85 O.S. § 1 et seq.) and as may be necessary to meet and satisfy any and all acts incidental to the work and services to be or as may be provided and performed by ORWA hereunder. ORWA shall provide to OWRB an acceptable written certification of workers' compensation insurance coverage within ten (10) days after receipt of a written request by the OWRB.
7. **AUDITS:** It is further understood and agreed that books, records, documents, accounting procedures, practices or any other items of ORWA relevant to this Contract are subject to examination by the OWRB, the State Auditor and Inspector and the State Purchasing Director of the State of Oklahoma.

Approved and agreed to by and between the parties hereto on the dates shown below.

OKLAHOMA WATER RESOURCES BOARD
3800 North Classen Boulevard
Oklahoma City, OK 73118

OKLAHOMA RURAL WATER
ASSOCIATION
1410 S.E. 15th St.
Oklahoma City, Oklahoma 73129
FEI: 23-7329973

Jennifer Castillo, Chairman Date

Jimmy Seago, Chief Executive Officer Date

ATTEST:

Suzanne Landess, Secretary

(SEAL)

**

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) ss

The foregoing instrument was acknowledged before me this 12 day of March, 2025, by Jimmy Seago, the duly authorized Chief Executive Officer on behalf of the Oklahoma Rural Water Association.

(SEAL) 
My commission expires:

Notary Public

3. SUMMARY DISPOSITION AGENDA ITEMS

WATER RIGHTS ADMINISTRATION DIVISION

May 20, 2025

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Temporary Permits to Use Groundwater

May 20, 2025

| APP. NO. & DATE FILED | NAME OF APPLICANT | NUMBER OF WELLS | COUNTY & BASIN | LAND DEDICATED | PURPOSE & AMOUNT RECOMMENDED |
|--|---|----------------------------|---|---|---|
| 2023-691 12/27/2023 | Lee Horizon, LLC | 2 | Cherokee County, Boone/Roubidoux | 210 acres Section 10, T17N, R23EIM | Agriculture 5 a.f. |
| 2024-502 1/25/2024 | Johnny Shaw and Merlene Shaw | 2 | Roger Mills County, Ogallala Roger Mills | 640 acres Section 17, T15N, R26WIM | Oil and Gas 1,280 a.f. |
| 2024-547 3/7/2024 | Howard Jon Bartel and Cynthia K. Bartel | 5 | Custer County, Rush Springs Sandstone | 320 acres Section 36, T12N, R15WIM | Irrigation 320 a.f. |
| 2024-617 7/26/2024 | Miller Family Revocable Trust | 1 | Custer County, Rush Springs Sandstone | 392.5 acres Section 5, 8, 21, T13N, R14WIM Section 24, T14N, R15WIM | Irrigation 785 a.f. |
| 2024-641 9/17/2024 | Pau Taithul and Lun Lam Cing | 1 | Delaware County, Boone/Roubidoux | 4 acres Section 7, T22N, R25EIM | Agriculture 8 a.f. |
| 2024-674 12/23/2024 | S & D Land, LLC | 1 | Jackson County, Blaine Formation | 540 acres Section 31, 32, T3N, R23WIM Section 6, T2N, R23WIM | Irrigation 298 a.f. |
| 2024-677 12/30/2024 | Charles A. Kodesh and Connie L. Kodesh | 10 | Kay County, Salt Fork of the Arkansas River A & T | 880 acres Section 22, 27, 28, T25N, R1EIM | Irrigation 1,320 a.f. |

3.F.

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

May 20, 2025

| APP. NO. & DATE FILED | NAME OF APPLICANT | NUMBER OF WELLS | COUNTY & BASIN | LAND DEDICATED | PURPOSE & AMOUNT RECOMMENDED |
|--|---|----------------------------|---|---|---|
| 1982-727B 3/21/2024 | John and Monica Ensz | 7 | Caddo County, Rush Springs Sandstone and Marlow Formation | 480 acres Section 8, T8N, R11WIM | Irrigation and Oil & Gas 867.5 a.f. |
| 2008-523 7/13/2023 | Bryan and Lavonne Kroeker | 81 | Major County, Cimarron River A & T | 480 acres Section 16, T22N, R11WIM | Irrigation 960 a.f. |
| 2023-515 7/11/2024 | Leon Watson Langford and Melissa Lynn Langford | 4 | Major County, Cimarron River A & T | 158.4 acres Section 34, T20N, R9WIM | Irrigation, agriculture, and oil and gas 316.8 a.f. |
| 2024-596 10/10/2024 | Alvin Wayne and Rita L. Hawkins | 2 | Washita County, Rush Springs Sandstone | 320 acres Section 21, T8N, R14WIM | Irrigation 640 a.f. |

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Regular Permits to Use Groundwater

May 20, 2025

| APP. NO. & DATE FILED | NAME OF APPLICANT | NUMBER OF WELLS | COUNTY & BASIN | LAND DEDICATED | PURPOSE & AMOUNT RECOMMENDED |
|--|--|--------------------------------|--------------------------------------|---|---|
| 2024-602 6/21/2024 | Ronald E. Walton and Nancy L. Walton, Trustees of the RNW Trust | 1 | Ellis County, Ogallala Northwest | 132.58 acres Sections 22, T21N, R25WIM | Irrigation 185.6 a.f. |
| 2024-603 6/21/2024 | Ronald Edwin Walton | 1 | Ellis County, Ogallala Northwest | 400 acres Section 10, T21N, R25WIM | Irrigation 560 a.f. |
| 2024-654 10/24/2024 | Teddy Miller and Terry Miller | 1 | Ellis County, Ogallala Northwest | 170 acres Section 22, 21, T19N, R24WIM | Irrigation 183 a.f. |
| 2025-504 1/17/2025 | J.G. Dowler and Barbara Dowler Revocable Trust | 4 | Ellis County, Ogallala Northwest | 360 acres Section 28, 33, T19N, R24WIM | Irrigation 504 a.f. |
| 2025-512 2/3/2025 | Murray County Rural Water District No. 1 | 2 | Pontotoc County, Arbuckle-Simpson | 2,288.86 acres Section 11, 26, 27, 28, 33, 34, 35, T2N, R5EIM | Public Water Supply 457.7 a.f. |

3.H.

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

May 20, 2025

| APP. NO. & DATE FILED | NAME OF APPLICANT | NUMBER OF WELLS | COUNTY & BASIN | LAND DEDICATED | PURPOSE & AMOUNT RECOMMENDED |
|--|---|--------------------------------|--|--|---|
| 1974-423 1/7/2025 | Richard Hugh Dorman II and Christopher Alan Dorman | 1 | Beaver County, Ogallala Panhandle | 319 acres Section 23, T5N, R21ECM | Irrigation 638 a.f. |
| 1981-742B 10/28/2024 | James E. and Sherri A. Orgain | 1 | Roger Mills County, A & T of the Washita River Reach 1 | 131 acres Section 33, T14N, R23WIM | Irrigation and oil and gas 262 a.f. |
| 1994-657A 6/25/2024 | Seaboard Foods, LLC | 1 | Texas County, Ogallala Panhandle | 40 acres Section 7, T5N, R17ECM | Agriculture 80 a.f. |
| 1995-546A 6/25/2024 | Seaboard Foods, LLC | 2 | Texas County, Ogallala Panhandle | 60 acres Section 36, T5N, R15ECM | Agriculture 120 a.f. |
| 1995-569A 6/25/2024 | Seaboard Foods, LLC | 1 | Texas County, Ogallala Panhandle | 31 acres Section 15, T6N, R16ECM | Agriculture 62 a.f. |
| 1996-586A 4/10/2023 | Jeff and Jeri Slatten | 2 | Beaver County, Ogallala Panhandle | 1,350 acres Section 26, 34, 35, 36, T6N, R22ECM | Irrigation 2,700 a.f. |

3.I.

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

May 20, 2025

| APP. NO. & DATE FILED | NAME OF APPLICANT | NUMBER OF WELLS | COUNTY & BASIN | LAND DEDICATED | PURPOSE & AMOUNT RECOMMENDED |
|--|---|--------------------------------|--|---|---|
| 1968-067 10/1/2024 | Russell D. and Calvert and Darla S. Calvert | 2 | Roger Mills County, Washita River Alluvium and Terrace-Reach 1 | 136 acres Section 18, T13N, R23WIM | Irrigation and Oil & Gas 150 a.f. |

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

May 20, 2025

| APP. NO. & DATE FILED | NAME OF APPLICANT | POINTS OF DIVERSION | COUNTY & STREAM SYSTEM | PURPOSE & AMOUNT RECOMMENDED |
|--|------------------------------|--|---|---|
| 2024-001 2/22/2024 | Boggy Bottom Ranch, LLC | One point of diversion on Muddy Boggy Creek in Section 17, T2S, R12EIM | Atoka County SS 1-4-1 | Recreation fish and wildlife 79.8 a.f. |

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

May 20, 2025

| DPC NUMBER | NAME OF FIRM | CERTIFIED ACTIVITIES | OPERATORS |
|---|--------------------------------------|--|--------------------------|
| New Licenses, Accompanying Operator Certificates and Activities: | | | |
| DPC-1141 | Walters Irrigation | Pump Installation | James Walters OP-2596 |
| DPC-1143 | Taylor Almond Well Drilling | Groundwater well drilling | Taylor Almond OP-2605 |
| DPC-1145 | S&W Drilling Services, Inc. | Pump installation and groundwater Well drilling | Travis Seaton OP-2607 |
| New Operators, License Name Change, and/or Activities for Existing Licenses: | | | |
| DPC-1141 | Walters Irrigation | Pump Installation | Koby Walters OP-2597 |
| DPC-0484 | Burgess Engineering & Testing Inc | Monitoring wells and geotechnical borings | Arram Nash OP-2598 |
| DPC-1006 | Whiterock Resources, LLC | Monitoring wells and geotechnical borings | Braidon Fuksa OP-2599 |
| DPC-1006 | Whiterock Resources, LLC | Monitoring wells and geotechnical borings | William Emmer OP-2600 |
| DPC-1062 | M&W Drilling, LLC | Monitoring wells and geotechnical borings | Luke Mishu OP-2601 |
| DPC-1062 | M&W Drilling, LLC | Monitoring wells and geotechnical borings | Chad White OP-2602 |

CONT. 3.M.

| | | | |
|----------|---------------------------|---|---------------------------------|
| DPC-1062 | M&W Drilling, LLC | Monitoring wells and geotechnical borings | Michael Patrick, Jr. OP-2603 |
| DPC-0581 | Wes's Water Well Services | Pump installation and groundwater wells | Lane Thompson OP-2604 |
| DPC-1008 | ConeTec, Inc. | Monitoring Wells | Jeraine Eaton OP-2606 |

May 2025 Dam Safety Board Items

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

1. Lake Ellsworth, OK00452

| NID. NO. & COUNTY | NAME OF APPLICANT & NAME OF PROJECT | PLANS & SPECS PREPARED BY | HAZARD CLASSIFICATION | LEGAL DESCRIPTION |
|----------------------------------|--|--|----------------------------------|------------------------------|
| OK00452 | City of Lawton | Douglas Lee Smith, P.E. | High | Sec. 28, T04N, R11WI |
| Comanche County | Lake Ellsworth | Jacobs Engineering Group, Inc. | | |

The applicant requests approval for the repair and alteration of a high hazard potential dam that was originally built in 1961. This application requests the reauthorization of a previously approved permit that has since expired. The permit was approved on two prior occasions—first in February 2021 and again in April 2023. The purposes of the dam and reservoir are listed as municipal, flood control, and recreation. The proposed plan is to repair the concrete spillway, repair and add new training walls, and complete replacement of the stilling basin. The dam is 96 feet tall with 20,000 acre-feet of normal storage, and a maximum impoundment capacity of 189,200 acre-feet.

- O. Applications for Accreditation of Floodplain Administrators:
Names of floodplain administrators to be accredited and their associated communities are individually set out in the May 1, 2025 packet of Board materials.

3.P.

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

May 1, 2025

| NUMBER | NAME OF COMMUNITY/CID | FLOODPLAIN ADMINISTRATOR |
|---------------|------------------------------|---------------------------------|
| 716 | Town of Mooreland | Bobby Kehn |
| 170 | Town of Canadian | Steven Shaffer |
| 33 | Town of Lone Wolf | Joe Dagostino |
| 67 | City of Lawton | Michael Watrous |
| 1 | Town of Aline | Kayla Campbell |
| 678 | Town of Weatherford | Lucas Goucher |
| 614 | Town of Beaver | Lacey deWindt-Morris |
| 547 | Kay County | Brian Muret |

3.Q.

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

May 20, 2025

| | | |
|-----------|----------------|--------------|
| 1960-168 | Kenneth Harvey | Caddo County |
| 19770-181 | Earl D. Meng | Texas County |

**WATER RIGHTS ADMINISTRATION DIVISION
Proposed Default Order**

May 20, 2025

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

| | | |
|-------------------------------------|---|---------------------------|
| In the Matter of the Application of |) | |
| Richard Kriss for a Regular Limited |) | Application No. 2023-0641 |
| Groundwater Permit in Cleveland |) | |
| County, Oklahoma |) | |

PROPOSED DEFAULT ORDER

ON THE 19th day of February, 2025, the above-captioned cause scheduled for 9:30 A.M. came on for hearing in the Second Floor Board Room at the office of the Oklahoma Water Resources Board, 3800 North Classen Boulevard, Oklahoma City, Oklahoma. This matter arises out of the Application No. 2023-0641 ("Application") filed by Richard Kriss ("Applicant"). The Application seeks a groundwater permit authorizing the use of eight (8) acre-feet of groundwater per year for agricultural medical marijuana grow purposes for three (3) new groundwater wells located in Cleveland County, Oklahoma.

The Applicant and Protestants have been afforded due process of law and an adequate opportunity to be heard. The Protestants, James R. Keeler, Benedict "Benny" A. and Deborah "Debbie" N. Ackerman, Clay and Kristie Johnson, and Richard D. Stull all failed to appear for the hearing and have defaulted and abandoned any interests according to Oklahoma Administrative Code ("OAC") 785:4-7-3(c). The Applicant, Richard Kriss, who had the initial burden of proof, also failed to appear for the hearing, and likewise has defaulted and abandoned any interests in Application No. 2023-0641. *Id.* It is well-settled that the burden of proof rests upon the party having the affirmative as made up by the pleadings, and such party must prove every essential fact necessary to establish his cause of action or defense. *Bd. of Cnty. Comm'rs of Marshall Cnty. v. Snellgrove*, 1967 OK 108, 428 P.2d 272, ¶20.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Application No. 2023-0641 is denied.

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

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary (SEAL)

Page 1 of 1

**WATER RIGHTS ADMINISTRATION DIVISION
Proposed Order with Stipulated Agreements**

May 20, 2025

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

In the Matter of the Groundwater Permit)

Application of Cyndie M. Chang and)

Kelvin M. Chang, located)

in Lincoln County, Oklahoma)

Application No. 2024-0608

PROPOSED ORDER WITH STIPULATED AGREEMENTS

This matter arises out of the Application No. 2024-0608 (“Application”) filed by Cyndie M. Chang and Kelvin M. Chang (“Applicants”). The Application seeks a Regular Groundwater permit in Lincoln County for two existing wells authorizing the use of 7 acre-feet of groundwater per year for the irrigation of cannabis agriculture, which is increased to 14 acre-feet groundwater per year by Stipulated Agreement dated as Received by the OWRB on April 22nd, 2025, attached hereto as Exhibit “A”. The Groundwater Basin shown by OWRB records for this location is known as the Garber-Wellington. Protestants Lex Meyer and Amanda Meyer withdrew from the Matter during the course of the hearing, and the remaining Protestants have agreed to withdraw their objections pursuant to the terms in the Stipulated Agreement.

All applicable legal issues, including those set forth in the Notice of Hearing dated February 20th, 2025, are deemed to have been met by the Applicant for Application No. 2024-0608. These include 1) that the land overlying a fresh groundwater basin is owned or leased by Applicant, 2) that the use is beneficial as defined by applicable law, 3) that waste by depletion or waste will likely not occur, and 4) that the location of the Applicant’s wells is approved. The Board recognizes the Stipulated Agreement between the parties and agrees that it resolves all issues related to this permit application. The terms in the Stipulated Agreement are adopted and incorporated by the Board by reference herein from Exhibit “A”. The terms include:

1. **Issuance of Permit.** The Parties agree that the Applicants shall be issued a single groundwater use pennit for the two existing wells on the Property that are being used for commercial purposes. The Parties agree that the ground water quantity shall be approved for up to 14 acre-feet per year. This permit does not cover a third existing well on the Property, known as the Potter well, which shall be used for domestic purposes only.

2. **Water Meter installation.** The Applicants shall install water meters (hereinafter referred to individually as a "Meter" or collectively the "Meters") manufactured by a reputable water meter manufacturer on both wells at Applicant's sole expense within ninety (90) days of issuance of the board order approving the Permit. The Applicants shall ensure that the Meters shall be calibrated and maintained in proper working order in accordance with manufacturing guidelines at all times. OWRB shall have the right to inspect and verify the proper installation and functioning of the meters.
3. **Data Collection and Reporting.** The parties agree that the Applicants shall take all reasonable and necessary steps to ensure Applicants accurately record and report groundwater usage, including without limitation the following measures for data collection and reporting. Applicants shall: a) collect, record water use data from the Meters(s), in accordance with OWRB guidelines, and provide the water use data quarterly to the OWRB for the first (1st) year; b) shall submit quarterly a copy of the water use data recorded by the Meters to the Protestants from the date the Meter is installed to the calendar date exactly one year thereafter. The Applicants shall provide the final quarterly report to the Protestants not later than thirty (30) days after the one-year anniversary of the permit issuance or the next business day if the 30th day falls on a weekend or holiday; c) thereafter, the Applicants shall continue submitting meter data and annual water use reports to the OWRB. All reporting under the agreement shall be personally delivered, mailed by prepaid mail or overnight courier, or transmitted via email to the Robert Redwine, counsel for the remaining Protestants at the address provided in the attached Exhibit "A".
4. **Withdrawal of Protestants:** Subject to the agreements contained on the attached Stipulated Agreement, the remaining Protestants withdraw their protest. See attached Exhibit "A" for the full terms of the applicable language.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Application No. 2024-0608 is hereby approved, incorporating the terms as set forth in the Stipulated Agreement attached hereto as Exhibit "A". The Application is remanded back to OWRB Staff to amend the application from 7 acre-feet of groundwater per year to the agreed-upon 14 acre-feet of groundwater per year. The Application is hereby approved with the stipulated terms set forth herein.

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

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman _____

ATTEST:

Suzanne Landess, Secretary (SEAL) _____

BEFORE THE OKLAHOMA WATER RESOURCES BOARD STATE OF OKLAHOMA

| | |
|----------------------------------|-------------------------|
| IN THE MATTER OF THE APPLICATION |) |
| OF CYNDIE M. CHANG AND KELVIN |) PERMIT APPUCATION NO. |
| M. CHANG TO USE GROUNDWATER IN |) 2024-0608 |
| LINCOLN COUNTY, OKLAHOMA |) |

APPLICANTS' AND PROTESTANTS' STIPULATED SETTLEMENT AGREEMENT

THIS STIPULATED SETTLEMENT AGREEMENT (the "*Agreement*") is entered into by Cyndie M. Chang and Kelvin Chang, (collectively the "*Applicants*"), and Merton Hart, Cecil Mcfarlin, Mark Kalka, Karla Kalka, Lex Meyer and Amanda Meyer (collectively the "*Protestants*"). The Applicants and Protestants are sometimes referred to individually as "*Party*" collectively as "*Parties*." The Parties, for the mutual considerations and purposes herein expressed, agree as follows:

RECITALS

WHEREAS, this Matter (the "*Matter*") came before the Oklahoma Water Resource Board ("*OWRB*") upon the Applicants' filing for a Limited Groundwater Use Permit, No. 2024-0608 (hereinafter the "*Permit*") to the OWRB for two existing wells located at 342478 E 780 Rd and 342568 E 780 RD Agra, Oklahoma 74824 (collectively the "*Property*").

WHEREAS, proper notice was provided by Applicants pursuant to applicable law and OWRB regulations and the Protestants filed written protest to the Permit;

WHEREAS, Protestants, Lex Meyer and Amanda Meyer, withdrew from the Matter during the course of the hearing;

WHEREAS, the remaining Parties to this Matter have reached an agreement to fully and finally resolve any and all disputes concerning the Permit, thereby avoiding the burden, expense, and uncertainty of continued proceedings.

NOW, THEREFORE, in consideration of the agreements, promises, and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby settle and resolve all issues at issue in, and related to, the Matter as follows:

AGREEMENT OF THE PARTIES

1. **Recitals.** Parties specifically agree to the above recitals, which form a material part of this Agreement. The above recitals are incorporated herein by this reference.
2. **Application Status.** The Applicants submitted a request for a groundwater use permit pursuant to the Oklahoma Administrative Code. Proper notice was provided by Applicants

Page I ofS

EXHIBIT "A"

pursuant to applicable law and OWRB regulations. The Protestants filed written protest to the Permit, and the Matter was set for hearing on the 26th Day of March, 2025. During the hearing, the Parties presented arguments and submitted evidence regarding the Applicants' compliance with all relevant regulatory requirements. Before the conclusion of the hearing, the Parties engaged in discussions and reached a

Page 2 of5

mutual agreement, culminating in the terms set forth in this Agreement. The remaining Protestants have agreed to withdraw their objections in accordance with the provisions outlined herein.

3. **Issuance of Permit.** The Parties agree that the Applicants shall be issued a single groundwater use permit for the two existing wells on the Property that are being used for commercial purposes. The Parties agree that the ground water quantity shall be approved for up to 14 acre-feet per year. This permit does not cover a third existing well on the Property, known as the Potter well, which shall be used for domestic purposes only.

4. **Water Meters installation.** The Applicants shall install water meters (hereinafter referred to individually as a "Meter" or collectively the "Meters") manufactured by a reputable water meter manufacturer on both wells at Applicant's sole expense within ninety (90) days of issuance of the board order approving the Permit. The Applicants shall ensure that the Meters shall be calibrated and maintained in proper working order in accordance with manufacturing guidelines at all times. OWRB shall have the right to inspect and verify the proper installation and functioning of the meters.

5. **Data Collection and Reporting.** The parties agree that the Applicants shall take all reasonable and necessary steps to ensure Applicants accurately record and report groundwater usage, including without limitation the following measures for data collection and reporting;

5.1 The Applicants shall collect, record water use data from the Meter(s) in accordance with OWRB guidelines, and provide the water use data quarterly to the OWRB for the first year;

5.2 The Applicants shall submit quarterly a copy of the water use data recorded by the Meters to the Protestants from the date the Meter is installed to the calendar date exactly one year thereafter. The Applicants shall provide the final quarterly report to the Protestants not later than thirty (30) days after the one-year anniversary of the permit issuance or the next business day if the 30th day falls on a weekend or holiday;

5.3 Thereafter, the Applicants shall continue submitting meter data and annual water use reports to the OWRB.

All reporting required to be given under this Agreement shall be personally delivered, mailed by prepaid mail or overnight courier, or transmitted via email to the Protestants at the following address:

To Protestants:

Robert Redwine,

Attorney for Protestants Merton Hart, Cecil McFarlin, Mark Kalka, Karla Kalka
400 North Walnut Avenue Oklahoma
City, OK 73104
rredwine@ryanwhaley.com

Any such repml shall be deemed to have been given (i) on the day personally delivered, (ii) three (3) days after being mailed by prepaid certified or registered mail, (iii) one (1) working day after being sent by overnight courier, or (iv) on the day emailed, provided the sender receives a confirmation of the email transmission. A Party may change its address, email address, or designated recipient for such communications by providing notice of the change to the Applicants attorney.

6. Withdrawal of Protestants.

SUBJECT TO THE AGREEMENTS CONTAINED HEREIN, THE REMAINING PROTESTANTS HEREBY WITHDRAW THEIR PROTEST TO THE ISSUANCE OF THE PERMIT. IN CONNECTION WITH THIS AGREED WITHDRAWAL, THE PROTESTANTS FULLY RELEASE, ACQUIT, AND FOREVER DISCHARGE THE APPLICANTS, THE OWRB, AND ANY OTHER PARTIES ASSOCIATED WITH THE PERMIT'S ISSUANCE FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, SUITS, DEBTS, SUMS OF MONEY, PROMISES, AND ANY CLAIMS RELATED TO OR ARISING FROM THE ISSUANCE OF THE PERMIT OR THE MATTER AT ISSUE.

THIS RELEASE SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS CHALLENGING THE ISSUANCE OF THE PERMIT, VALIDITY OF THE PERMIT OR APPLICANTS' QUALIFICATIONS FOR SAID PERMIT, CLAIMS SEEKING TO MODIFY OR REVOKE THE PERMIT, AND ANY CLAIMS FOR ATTORNEYS' FEES OR COSTS INCURRED IN CONNECTION WITH THE PROTEST WHETHER SUCH CLAIMS ARE ASSERTED, UNASSERTED, KNOWN, OR UNKNOWN.

THIS WITHDRAWAL AND RELEASE SHALL BE BINDING UPON THE PROTESTANTS, THEIR AFFILIATES, SUCCESSORS, ASSIGNS, AND ALL OTHER RELATED PARTIES.

7. Representations and Warranties by Protestants. The Protestants represent, warrant, and affirm that they are voluntarily withdrawing their protest and waiving any and all potential claims they may have against the Applicants, the OWRB, or any other related parties concerning the issuance of the permit, as set forth in this Agreement subject to the agreements contained herein. The Protestants further represent, warrant, and affirm that:

7.1 They (and the person signing on their behalf) have the legal authority to execute this Agreement and bind all affiliated parties to its terms;

7.2 They have the right and authority to withdraw their protest and to grant the release provided herein;

7.3 They have consulted with legal counsel regarding this Agreement and understand its terms and consequences; and

7.4 They acknowledge that this Agreement constitutes a full, complete, and final withdrawal of their protest and release of all claims against the issuance of the Pennit.

8. **Compliance and Enforcement.** The Applicants shall comply with all applicable laws and regulations governing groundwater use and reporting. Failure to comply with the applicable law, the board order approving the Permit, or this Agreement may result in enforcement action by the OWRB or the Protestants, including but not limited to modification, suspension, withdrawal, or revocation of the permit.

9. **Retention of Jurisdiction.** The OWRB retains jurisdiction over this Matter to ensure compliance with its order approving the Pennit and to address any disputes or issues arising from its implementation.

10. **Costs, Attorney's Fees, and Expenses.** The Parties shall each be solely responsible for the payment of their own respective costs, attorneys' fees and expenses incurred in connection with this Matter, as well as the negotiation, documentation, and implementation of this Agreement, and all other Matters arising from or related to the subject Matter(s) at issue, or which could have been put at issue, throughout the course of these proceedings.

11. **Successors and Assigns.** This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by Parties hereto (as defined hereinabove), and their successors-in-interest, assigns, heirs, executors, and administrators. The rights of any permitted assignee to this Agreement shall be subject to all terms of this Agreement.

12. **Amendments.** This Agreement shall not be amended or modified except in writing executed by the Parties.

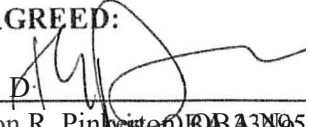
13. **Entire Agreement and Severability.** This Agreement constitutes the full and final agreement between the Parties with respect to the subject Matter hereof and supersedes all prior and contemporaneous oral and written discussions, if any. If any clause or provision of this Agreement is subsequently determined by any Court or tribunal to be invalid or unenforceable under any present or future law, the remainder of this Agreement shall not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar to such provision as is possible to be legal, valid, and enforceable.

14. **No Construction Against the Drafter.** The Parties hereby acknowledge that each of the Parties have cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed for or against either Party.

15. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma.
16. **Headings.** The titles and headings of any provision herein exist for convenience only and in no way shall restrict or modify this Agreement.

IN WITNESS WHEREOF, the Parties undersigned have carefully read the foregoing Agreement, understands the contents thereof, and signs the same as a result of their own free and voluntary act.

AGREED:

J. 'ye D. 
Cameron R. Pinkerton, OBA No. 1813 L 400
CLIMB CONSULTING, PLLC
809 NW 36th Street
Oklahoma City, Oklahoma 73118
Telephone: (405) 605-6718
Facsimile: (405) 605-6719
Email: jkyledavis@climb-collective.com
cameronpinkerton@climb-collective.com

FOR APPLICANTS



Robert R. Redwine, OBA No. 1813 L 400
North Walnut Avenue Oklahoma City,
OK 73104 Telephone: (405) 239-6040
Email: rredwine@ryanwhaley.com
ATTORNEY FOR PROTESTANTS

CERTIFICATE OF MAILING

I do hereby certify that on the 22nd day of April 2025, a true and correct copy of the above and foregoing instrument was submitted via US mail to the following:

| | |
|--|---|
| Oklahoma Water Resources Board c/o Connor Sherrer 3800 N. Classen Blvd., Oklahoma City, OK 73118 Connor.Sherrer@owrb.ok.gov <i>OWRB Administrative Assistant</i> | Robert R. Redwine, Attorney for Merton Hart, Cecil Mcfarlin, Mark Kalka, Karla Kalka, Lex Meyer and Amanda Meyer 400 North Walnut Avenue Oklahoma City, OK 73104 <i>Attorney for Protestants</i> |
|--|---|



For the Firm

CERTIFICATE OF MAILING

I certify that on the _____ day of April, 2025, I mailed via certified mail, return receipt requested, a true and correct copy of the above and foregoing instrument was mailed via certified mail, return receipt requested, to:

| | |
|--|--|
| Cameron Pinkerton, Attorney for Applicants 809 NW 36 th Street Oklahoma City, OK 73118 | Robert R. Redwine, Attorney for the Protestants 400 North Walnut Avenue Oklahoma City, OK 73104 |
|--|--|

Oklahoma Water Resources Board

**WATER RIGHTS ADMINISTRATION DIVISION
Proposed Board Order**

May 20, 2025

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

| | |
|---------------------------------------|--------------------|
| IN THE MATTER OF THE APPLICATION OF) | |
| EDWARD W. AND APRIL A. GRANGER) | |
| FOR A REGULAR PERMIT TO USE STREAM) | App. No. 2023-0013 |
| WATER IN CADDO COUNTY, OKLAHOMA) | |

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

This individual proceeding arose from the application of Edward W. and April A. Granger (“Applicants”) for a regular stream water permit to use 88 acre-feet of stream water per year from one (1) point of diversion (the “DP”) on Yellow Creek in Caddo County, Oklahoma, for 90 acres of cropland. The proposed use for the stream water was for irrigation.

After notice of the application was published in *The Anadarko Daily News* (Caddo County, Oklahoma) in June of 2023, and in *The Chickasha Daily Express* (Grady County, Oklahoma) in June of 2023 a protest was filed with the Oklahoma Water Resources Board (OWRB) by the following entities and individuals:

1. Elizabeth Sue Granger (sister of Applicant Edward W. Granger).

FINDINGS OF FACT

A hearing was held at the Board offices in Oklahoma City, Oklahoma on April 8, 2025. The Applicants were present for the Hearing. The Protestant, did not appear for her requested Hearing on this matter. The Applicants appeared pro se. Pursuant to Oklahoma Administrative Code (“OAC”) 785:4-7-1 and 4-7-7, records were admitted that were offered by the Oklahoma Water Resources Board (“OWRB”) pertinent to this Application, including in part the Application, ownership documents, notice documents, maps, protest of Elizabeth Sue Granger, and the notice scheduling hearing. *See* OWRB Exhibits 1-8.

After the hearing was adjourned, the matter was taken under advisement, and the record was closed.

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 the Application should be approved.

NOTICE OF THE APPLICATION

1. The hearing examiner opened the hearing by asking Edward W. and April A. Granger, (“Applicants”), and Protestant to announce their appearances at the hearing. Having reviewed the proofs of publication of the notice of application prior to the hearing to determine whether notice was properly given of the application, and determining that the notice of the application was properly given as required by law as demonstrated through his proceeding with the hearing going forward. Mr. Granger testified that he has lived on Yellow Creek all 77 years of his life and that the Protestant Elizabeth Sue Granger is his sister, who moved away from Yellow Creek right after she graduated from High School. No one at the hearing objected to the admission into the record of the notice of application published by Edward W. and April A. Granger.

NOTICE OF ADMINISTRATIVE HEARING

2. Notice of Administrative Hearing dated March 4, 2025 (OWRB Exhibit 8), which was mailed to the Protestant listed above through the U.S. Mail, Certified, with return receipt requested, in addition to listing the date, time, and location of the hearing, explained the nature of the administrative hearing and the issues that would be presented. The OWRB Exhibit 8 admitted into evidence includes signed green cards for the Protestant acknowledging receipt.

AVAILABILITY OF STREAM WATER FOR APPROPRIATION

3. Edward W. and April A. Granger, through their application, seeks to divert 88 acre-feet of stream water annually, at a maximum diversion rate of 400 gallons per minute (gpm), for irrigation. The proposed Diversion Point is hand-marked on OWRB Exhibit 1. Edward W. and April A. Granger intend to divert this water from one (1) point (DP) on Yellow Creek in Caddo County, Oklahoma, located in the SW/4 SE/4 SW/4 of Section 32, in Township 9 North, Range 10 West of the Indian Meridian, Caddo County, Oklahoma, as hand-marked on the Plat Map on Application page 4.

4. Edward W. Granger testified under oath that sufficient unappropriated stream water was available on an annual basis at the single diversion point built by the prior property owner Indian allottee, Jessie Smith, on Yellow Creek in 1962 based upon his 2.02-acre farm pond serving as a retention pond with excess stream water continuing to flow through it into Sugar Creek. None of the testimony or evidence presented during the hearing challenged the availability of unappropriated water on an annual basis, although evidence and testimony was submitted which indicated that interference might occur under certain seasonal low-flow conditions.

PRESENT OR FUTURE NEED FOR WATER AND BENEFICIAL USE

5. Edward W. and April A. Granger stated in their application, and later, that they intended to use the stream water from Yellow Creek for irrigation of soybeans and wheat. The Applicants presented two (2) exhibits labeled as exhibits 1 and 2, both of which were admitted into evidence in the record without objection. Applicants' Exhibit 1 was a summary of their testimony consisting of three pages. Applicants' Exhibit 2 was a series of aerial photographs depicting the 90 acres of cropland owned by the Applicants which are hand-marked to show feature and land boundaries

INTERFERENCE WITH DOMESTIC OR EXISTING APPROPRIATIVE USES

6. The Protestant Elizabeth Sue Granger is the only down-stream property owner on Yellow Creek until it merges into Sugar Creek.

OUT OF STREAM SYSTEM OR OUT OF STATE USE

7. The 2.02-acre farm pond built in 1962 by its Indian allottee, Jessie Smith, allows excess water for the 2.02-acre farm pond to flow back into the stream system and Sugar Creek. There was no evidence presented that any Yellow Creek stream water flows out of state.

CONCLUSIONS OF LAW

JURISDICTION AND APPLICABLE LAW

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

9. Oklahoma's stream water statutes and rules require that the OWRB determine the following questions before taking final action on a stream water permit: (1) whether there is unappropriated water in the amount applied for; (2) whether the applicant has a present or future need for water and intends to put the water to beneficial use; (3) whether the proposed use to which the applicants intend to put the water is a beneficial use; and (4) whether the proposed use does not interfere with domestic or existing appropriative uses. 82 O.S. § 105.12(A) and OAC 785:20-5-4. The same statutory provisions provide that if the evidence is sufficient to determine the aforementioned questions in the affirmative, "the Board shall approve the application by issuing a permit to appropriate water." *Id.*

AVAILABILITY FOR APPROPRIATION

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

NEED AND BENEFICIAL USE

11. Under the provisions of OAC 785:20-5-5(c)(1), the OWRB “may review the efficiency of the works proposed to place the water to beneficial use and may order modifications to such works or that different works be utilized.” The OWRB’s review of the proposed diesel 800 gpm (maximum) pump is presumably for the purpose of limiting the amount of the stream water appropriation to the actual amount of stream water the applicant could feasibly put to beneficial use. *See* 82 O.S. § 105.10 and OAC 785:20-3-9 (OWRB may reject applications based on feasibility or safety of plans).

12. Edward W. and April A. Granger’s proposed use of water for irrigation appears to meet the OWRB’s definition of “beneficial use” as stated in OAC 785:20-1-2. Furthermore, Edward W. and April A. Granger’s estimated water needs are well within the amount of stream water available in Yellow Creek. Therefore, the OWRB finds that these elements of Edward W. and April A. Granger’s application have been met.

INTERFERENCE WITH DOMESTIC AND EXISTING APPROPRIATIVE USES

13. Before taking final action on any stream water permit application, the OWRB must determine whether the proposed use “does not interfere with domestic or existing appropriative uses[.]” 82 O.S. § 105.12(A)(3). The purpose of this determination, as stated in the statute, is “to protect the public welfare of the citizens of Oklahoma[.]” *Id.* at § 105.12(A). This determination of non-interference must be made “from the evidence presented[.]” *Id.* When the evidence presented indicates that interference with domestic or existing appropriative uses may occur as a result of the proposed stream water application, “[t]he Board may determine that conditions or restrictions are necessary to protect existing beneficial uses and rights and may establish and impose such conditions on certain stream flow whereby direct diversion may be allowed only during certain times of the year or when a certain level of stream flow or elevation in the stream is reached.” OAC 785:20-5-5(d)(2).

14. The evidence presented in the administrative hearing, taken as a whole, strongly supports the conclusion that Edward W. and April A. Granger’s proposed diversion will not interfere with domestic or existing appropriative uses from downstream water users in Yellow Creek or in Sugar Creek.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Application No. 2023-0013 in the name of Edward W. and April A. Granger shall be and the same is hereby approved, subject to the usual stream water permit conditions hereinafter stated and otherwise imposed by law. The permit shall authorize the diversion of:

A total of 88-acre feet of stream water per year from one diversion point (DP) on Yellow Creek, located in the SW/4 SE/4 SW/4 of Section 32, Township 9 North, Range 10 West of the Indian Meridian, Caddo County, Oklahoma. The permit shall specify that the total diversion rate shall not exceed 400 gallons per minute.

IT IS FURTHER ORDERED that the regular permit shall state the usual stream water conditions. IT IS SO ORDERED by the Oklahoma Water Resources Board in its regular and open meeting this ____ day of _____, 2025.

OKLAHOMA WATER RESOURCES BOARD

Chairman

ATTEST:

Secretary