

OKLAHOMA WATER RESOURCES BOARD MEETING INFORMATION

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

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

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

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

1.B.

**March 17,2026 Regular Meeting Draft Official Minutes
For consideration at the May 19, 2026 Board Meeting**

CALL TO ORDER

The Regular Meeting of the Oklahoma Water Resources Board was called to order by Vice Chair Latham, acting Chair, on March 17, 2026, at 9:30 a.m. at the Oklahoma Water Resources Board located at 3800 N. Classen Blvd. Oklahoma City, Oklahoma 73118. The meeting was conducted pursuant to the Oklahoma Open Meeting Law with due and proper notice provided pursuant to Sections 303 and 311 thereof. The agenda was posted on March 13, 2026, at 3:00 p.m., at the Oklahoma Water Resources Board's offices at 3800 N. Classen Boulevard, Oklahoma City, Oklahoma.

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

Board Members Present

Ron Justice
Suzanne Landess
Jarred Campbell
Darren Cook
Bob Latham
Heather McCall
Robert Stallings, Jr.
Bandy Silk

Board Members Absent

Tom Gorman

Staff Members Present

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

Others Attending

Ken Williams
Bryant Baker
Steven Hoffman
Jose Flores
Keith Campbell
Dale Boyle
Mary Stallings
Pam Bode
John Bode
Carlene Parker
Ivan Moore
Ray Bayliff
Anthony Corrente
Sherry Corrente
Charlene Buck
Ron Peterson
Randy Nelson
Jill Fayak
Carrie Evenson
Bodie Bachelor

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

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

NAY: None

ABSTAIN: Silk

ABSENT: Gorman

C. Executive Director's Report:

Director Cunningham reported that the April Board meeting will be canceled. She, Sara and Yohanes will be in Washington DC for the Wester States Water Council and ICWP meetings and will be inviting representatives from key Congressional committees and federal agencies to gain insight on water policy and funding.

Director Cunningham reported there are 3.7 million Oklahomans in areas of drought and 100% of the state is showing as abnormally dry or worse. The seasonal outlook shows persistent drought conditions in the Panhandle through May; however, the remainder of the state is predicted to see some improvement.

Director Cunningham and staff met with OMES to discuss the build out of the Jim Thorpe building and things are going well. A potential lot and warehouse space for equipment, vehicle and watercraft storage has been in discussion, and we hope to bring a contract to the Board in the next few months if we can successfully negotiate the terms of the space.

The Legislative session is rolling right along, and March 5 was the deadline for each chamber to report all bills out of its committees. Any legislation that has not already been advanced to the Floor is dead. All OWRB's request bills were advanced out of committee and next Thursday, March 26 is the deadline for any remaining bills to be reported out of their chamber of origin. If a bill was originally filed in the House, it must be passed on the House floor and referred to the Senate or it will be dead, and vice versa. Once a bill is referred to the opposite chamber, it will be assigned to the respective committees of that chamber. To date, several bills of interest to the OWRB have passed their chamber of origin and have been referred to the opposite chamber. Water infrastructure investment has been a major discussion among influential members of the legislature this session. Though it is unclear at this time what funding is available or what the final product will look like, we have been asked to discuss options and do expect a water infrastructure package to be passed.

The impact of Data Centers on water rights remains a point of interest among members of the legislature. We are working to gain technical expertise in this area and have been involved in several meetings regarding specific projects. We have held several meetings with members to educate them on how Oklahoma water law works, and we continue to assure them that Oklahoma water law has safeguards to protect existing water users and the water supply generally from large industrial consumers.

D. Financial Update

Mr. Jay Foote, Chief Administrative Services Division, presents the budget report for the period ending February 2026. Mr. Foote reports the agency has spent 42 % of its appropriated budget leaving 58 %; spent 41% of its revolving budget, leaving 59%; has spent 16% of its federal budget, leaving 84%. Overall, the total budget remaining is 65%.

2. FINANCIAL ASSISTANCE DIVISION

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

This is a loan request from The Seminole Municipal Authority in the amount of \$1,738,145.89 (1,000,000 is expected to be LF). The loan proceeds will be used to replace approximately 3,200 aging water meters with new meters with advanced metering infrastructure to allow for early leak detection, reduce water loss, and improve operations. The project will be funded through the Drinking Water SRF loan program with a fixed interest rate plus an administrative fee, and a maturity not to exceed 20 years. The loan will be secured with a lien on the revenues of the Authority's water system. Seminole is a first time borrower and their debt coverage ratio stands at 5.29 times.

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

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

- B. Overview of the February Audit Committee meeting.

FAD staff and our auditor, Jake Winkler with Arledge, met with the audit committee last month following the board meeting to discuss the division's independent audits, EPA evaluations, and internal processes and controls. The audit committee members are Mr. Gorman, Mr. Campbell, and Ms. Landess. All documents discussed in the meeting are publicly available on our website under Financial Documents and Investor Relations. OWRB engages an auditor each year to conduct independent audits on the FAP loan program (both 1986 and 2016 funds), CWSRF program fund and a single audit on the federal compliance, and the administrative funds for CWSRF, DWSRF, and FAP programs. All programs received unmodified opinions with no corrected or uncorrected misstatements and a clean yellow book report (no deficiencies or weaknesses.) We also reviewed the FY 2024 CWSRF and DWSRF Program Evaluation Reports from EPA. Both programs were found to be in compliance for programmatic requirements with minor recommendations noted. We discussed the current state of outstanding items on the borrower level, including each borrowers current DCR and outstanding items needed for compliance. At the time, there were only 4 borrowers not meeting DCR and our staff works closely with them to find solutions. In the history of the loan programs, there has only been one default (DWSRF program) and it was written off in 2012 by using the DW Admin Fund. They continue to repay the fund but slowly. OWRB loan programs continue to maintain AAA ratings from S&P and Fitch rating agencies.

3. SUMMARY DISPOSITION AGENDA ITEMS

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

- A. Requests to Transfer Items from Summary Disposition Agenda to the Special Consideration

Agenda and Action on Whether to Transfer Such Items.

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

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

1. Emergency Grant Applications: 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>
-----------------	------------------------	--------------------	---------------	---------------------------

INCOG

a.	FAP-26-0027-R	Depew Public Works Authority	Creek	\$95,240.00
----	---------------	---------------------------------	-------	-------------

OEDA

b.	FAP-26-0016-R	Buffalo Public Works Authority	Harper	\$99,999.99
----	---------------	-----------------------------------	--------	-------------

SODA

c.	FAP-26-0021-R	Tupelo Public Works Authority	Coal	\$99,999.00
----	---------------	----------------------------------	------	-------------

3. CWSRF Principal Forgiveness Loan Applications:

<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
-----------------	------------------------	--------------------	---------------	---------------------------

a.	ORF-26-0015-CW	Midwest City Municipal Authority	Oklahoma	\$1,811,000.00
----	----------------	-------------------------------------	----------	----------------

4. DWSRF Principal Forgiveness Loan Applications:

<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
-----------------	------------------------	--------------------	---------------	---------------------------

a.	ORF-25-0053-DW	Rural Water, Sewer, and Solid Waste Management District No. 1	Logan	\$1,140,518.00
----	----------------	--	-------	----------------

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

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

<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
-----------------	------------------------	--------------------	---------------	---------------------------

a. ARP-25-0005-DTG Rural Water District LeFlore \$1,150,000.46 No.
17, LeFlore County

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

1. Agreement with Lynker Corporation for professional engineering services for Upper Washita River System Model Modifications Phase II.
2. Agreement between the OWRB and the Oklahoma Ground Water Association (OGWA) for the OGWA to provide continuing education for licensed well drillers and pump installers.
3. Agreement between OWRB and OMES to provide infrastructure with application maintenance for the vendor associated with Secure Public Portal Project.

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

1. Joshua Eli Shafer and Mackenzie Kay Shafer, Adair County, 2024-588
2. Joseph Scott Grabeal and Heather Michelle Grabeal, Roger Mills County, 2025-568
3. Lisa Sanders, Harmon County, 2025-574
4. Lisa Sanders, Harmon County, 2025-575
5. Lisa Sanders, Harmon County, 2025-578

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

None

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

1. Double E. Farms, Inc. and David Ebers, Seminole County, 2024-510
2. Rafter R. Farms, LTD, Beaver County, 2024-524
3. J. B. and Barbara Bass Revocable Trust, Beckham County, 2024-557
4. David Linton Rigg, as Trustee of the Marilee Rigg Revocable Trust, Beaver County, 2024-623
5. Carriage Services of Oklahoma, LLC, Cleveland County, 2025-596
6. F & K Land, LLC, Texas County, 2025-619
7. Kathy Fowler, Tillman County, 2025-635
8. Kathy Fowler, Tillman County, 2025-636
9. Ace and Amy Berry, Texas County, 2025-644

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

1. City of Erick, Beckham County, 1974-351
2. Seaboard Foods, LLC, Beaver County, 1974-496B

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. Barry W. Spyres and Carolyn L. Spyres, Sequoyah County, 2024-015
2. Yaffe Iron and Metal Corporation, Le Flore County, 2025-024
- L. Consideration of and Possible Action on Applications to Amend Regular Permits to Use Stream Water:
1. 1701 R.C. Sarasota Investments, LLC, Wagoner County, 2006-040
- M. Consideration of and Possible Action on Well Driller and Pump Installer Licensing:
1. New Licenses, Accompanying Operator Certificates and Activities:
 - a. Licensee: KDK Trucking, LLC
 1. Operator: Benjamin Schnacker Activities:
Marginal wells
 - b. Licensee: Viking Water Well LLC
 2. Operator: Chase Wright
Activities: Groundwater wells and pumps
 - c. Licensee: Ensolum, LLC
 3. Operator: David Correll
Activities: Monitoring wells
 - d. Licensee: Williams Brothers J&J Drilling
 4. Operator: Jesse Williams Activities:
Groundwater wells
 - e. Licensee: Diamond Well Service
 5. Operator: Justin Bunch
Activities: Groundwater and Heat exchange
 - f. Licensee: Miatnika Water Well Drilling, LLC
 6. Operator: David Troy Hayes
Activities: Groundwater wells and pump installation
 - g. Licensee: Hunter's Livestock Supply
 7. Operator: Logan Hunter
Activities: Pump Installation
 - i. Licensee: Fred's Rathole, LLC
 8. Operator: Michael Davis
Activities: Groundwater wells and pump installation
 - j. Licensee: B&M Services SWK LLC
 9. Operator: Blaine Marshall
Activities: Groundwater wells
 - k. Licensee: Clean H2O Systems LLC
 10. Operator: Aaron Smither
Activities: Pump Installation
 2. New Operators, Licensee Name Change, and/or Activities for Existing Licenses:
 - a. Licensee: Williams Brothers J&J Drilling
 1. Operator: Eugene Dunning
Activities: Groundwater wells and pump installation
 - b. Licensee: Ensolum, LLC

- 2. Operator: Chris Cooper
Activities: Monitoring wells
- c. Licensee: Ensolum, LLC
- 3. Operator: Erica Henry Activities:
Monitoring wells
- d. Licensee: Ensolum, LLC
- 4. Operator: Hayley Helems
Activities: Monitoring wells
- e. Licensee: Alpine Remediation, Inc
- 5. Operator: Derrick Perez Lindell
Activities: Monitoring wells
- f. Licensee: Blue Sage Services
- 6. Operator: Jesus Campos Activities:
Groundwater wells
- g. Licensee: J&B Pump and Supply
- 7. Operator: Robert Havenridge
Activities: Pump installation

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

- 1. Madill City Lake, Marshall County, OK10222
- 2. Thirsty Beaver WRF, Custer County, OK30722

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

- 1. OTA – Rogers County – FP-2026-01
- 2. OTA – McClain County – FP-2026-02

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

- 1. Stuart Page – Town of Freedom – FPA#-856
- 2. Chad Bayless – City of Guymon – FPA# 857
- 3. Teena McClure – Choctaw County – FPA# 858
- 4. Dillion Thompson – City of Nichols Hills – FPA# 859

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

- 1. Hamm & Phillips Service Company, Custer County, 1978-711
- 2. Hamm & Phillips Service Company, Garvin County, 2000-577
- 3. Irvin E Clark, Texas County, 1955-545
- 4. Carl Huling, Beaver County, 1968-413A
- 5. Baptist Foundation of Oklahoma, Custer County, 1970-226

R. Consideration of and Possible Action on Cancellation of Stream Water Permits: None

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

None

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

- 1. Patrick Curl, Kay County, 2025-027

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

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

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

Chair Tom Gorman

A. No items

05000 5. SPECIAL CONSIDERATION

Chair Tom Gorman

A. Consideration of and Possible Action on Application for a Regular Groundwater Right No. 2023-671, Burly Botanicals, LLC, Cleveland County, Oklahoma:

1. Summary – **Mr. Chris Neel**

Burly Botanicals, LLC filed Application 2023-671 with the Oklahoma Water Resources Board (Board) for a permit to use 19.6 acre-feet of groundwater per year. The groundwater is proposed to be used for agriculture (indoor grow of medical marijuana) and taken from 9.8 acres located as follows: 2.5 acres in the NW SE NE, 3.5 acres in the NW NE NE, and 3.8 acres in the SW NE NE of Section 11, T9N, R2WIM, Cleveland County. The water is to be withdrawn from one (1) well in the NW SE NE of Section 11, T9N, R2WIM, Cleveland County. The purpose of the requested use is for the agricultural indoor grow of Medical Marijuana. The land dedicated to the permit overlies the groundwater basin known as the Garber-Wellington groundwater basin. The Board has approved a maximum annual yield for this basin, and the amount of groundwater available to the Applicants is 2.0 acre-feet per acre of dedicated land per year, and Applicant's request is for that amount.

2. Discussion and presentation by parties

Applicants are represented by their attorney Kenyon Williams, Jr.
Presentation was made by the applicant's attorney.

Protestants present spoke to the Board Members.

audio is available upon request

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) Chair Latham asked for further discussions, a vote or a vote to enter an Executive Session. Mr. Campbell motioned to enter Executive Session; Mr. Silk seconded the motion. Chair Latham called for the vote.

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

- (b) Designation of person to keep written minutes of Executive Session, if authorized.

Chair Latham designated Tamara Lilly to keep written minutes.

- (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.

Chair Latham called for the vote to return to Regular Session. Mr. Campbell motioned to return to Regular Session; Mr. Justice seconded the motion. Chair Latham called for the vote.

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

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.

Chair Latham asked for further discussions or a motion. Mr. Silk motioned to amend the order to 9.8-acre feet. Mr. Cook seconded the motion. Chair Latham called for the vote.

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

B. Consideration of and Possible Action on Application for a Regular Groundwater Right No. 2024-666, Clayton Raymond Bayliff and Donna Marie Bayliff, Woodward County, Oklahoma:

1. Summary – Mr. Chris Neel

Clayton Raymond Bayliff and Donna Marie Bayliff of 198276 E. County Road 41, Woodward, OK 73801 has filed an application, #2024-666, with the Oklahoma Water Resources Board (Board) for a permit to use 107.8 acre-feet of groundwater per year. The groundwater is proposed to be used for irrigation (Bermuda grass for hay) and taken from 77 acres located in the E2 NE of Section 1, T22N, R22WIM, Woodward County. The water is to be withdrawn from one (1) well located in the NE SE NE of Section 1, T22N, R22WIM, Woodward County, and use groundwater in Woodward County, Oklahoma. The applicant gave proper Public Notice, the application was protested, and an administrative hearing was held on January 29, 2026. The hearing examiner recommends the applicable well-spacing exception shall be granted. Also, the hearing examiner recommends for one (1) well is hereby GRANTED, BEING REDUCED from 1.4 acre-feet per acre per year, also being 107.8 total acre-feet per year, TO THE AMOUNT of 1.0 acre-foot per acre per year, also being a total of 77 acre-feet per year for the

77 acres owned by applicants. The hearing examiner recommends approval.

2. Discussion and presentation by parties

Applicants and Protestants both gave testimonies.

audio is available by request

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) Chair Latham asked for further discussions, a vote or a vote to enter an Executive Session. Mr. Silk motioned to enter Executive Session; Ms. Landess seconded the motion. Chair Latham called for the vote.

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

NAY: None

ABSTAIN: None

ABSENT: Gorman

- (b) Designation of person to keep written minutes of Executive Session, if authorized.

Chair Latham designated Tamara Lilly to keep written minutes.

- (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.

Chair Latham called for the vote to return to Regular Session. Mr. Justice motioned to return to Regular Session; Mr. Stallings seconded the motion. Chair Latham called for the vote.

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

NAY: None

ABSTAIN: None

ABSENT: Gorman

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.

Chair Latham asked for further discussions or a motion. Mr. Silk motioned to approve the order as written. Mr. Stallings seconded the motion. Chair Latham called for the vote.

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

NAY: None

ABSTAIN: None

ABSENT: Gorman

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

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

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

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

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

****Audio recording of meeting is available by request. Does not include Executive Session****

06000 6. NEW BUSINESS

Chair Tom Gorman

Under the Open Meeting Act, this agenda item is authorized only for matters not known about or which could not have been reasonably foreseen prior to the time of posting the agenda or any revised agenda.

07000 7. ADJOURNMENT

Chair Tom Gorman

Thomas Gorman, Chairman

Heather McCall

Bandy Silk

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 2026 FOR FY2026 FY 2026 Expenses by Fund and Category

By Fund	Fund	General Revenue	Budgeted	Expended	Balance	Percentage Remaining	Spend
	19511	1	FY 25 Carryover	2,888,956	234,091	2,654,865	
19303	1	FY 26 Appropriation	9,096,075	6,424,394	2,671,681	29%	
Total General Revenue			11,985,031	6,658,485	5,326,546	44%	56%
Revolving Funds							
21000	2	Drillers Indemnity Fund	50,000	0	50,000	100%	
21500	3	OWRB Revolving Fund	2,707,028	1,727,899	979,129	36%	
23500	4	Phase II A-S Hydro St Rev Fund	293,192	69,681	223,511	76%	
24000	5	Revolving Fund	877,906	763,572	114,334	13%	
24500	6	Drillers Regulation Fund	0	0	0		
25000	7	Water Infrastructure Dev. Fund (OCWP)	3,599,668	1,888,725	1,710,943	48%	
42000	8	USGS Cooperative Agreement	345,100	17,233	327,867	95%	
44400	9	DW Loan Administration Fund	1,473,740	532,091	941,649	64%	
44500	10	CW Loan Administration Fund	2,532,227	1,216,305	1,315,922	52%	
Total Revolving Funds			11,878,861	6,215,506	5,663,355	48%	52%
Federal Funds							
40000	11	Federal Fund - General	1,353,899	461,110	892,789	66%	34%
40700	12	Federal Fund - Engineering and Planning	7,350,914	1,058,032	6,292,882	86%	14%
49700	13	Federal Fund - *ARPA	1,842,066	627,841	1,214,225	14%	86%
Total Federal Funds			10,546,879	2,146,982	8,399,897	80%	20%
Total Funding			34,410,771	15,020,974	19,389,797	56%	44%
By Category			Budgeted	Expended	Balance	Percentage Remaining	
	510000	14	Salary Expense	8,868,378	6,561,842	2,306,536	26%
512000	15	Insurance	1,496,419	1,097,876	398,543	27%	73%
513000	16	FICA and Retirement	2,098,415	1,559,841	538,574	26%	74%
515000	17	Professional Services	13,159,100	4,112,990	9,046,110	69%	31%
519000	18	Flexible Benefits	16,000	13,110	2,890	18%	82%
Total Personal Services			25,638,312	13,345,659	12,292,653	48%	52%
520000	19	Travel Expense	653,979	261,304	392,675	60%	40%
530000	20	Administrative Expense	1,533,958	988,191	545,767	36%	64%
540000	21	Furniture and Equipment Expense	907,806	107,611	800,195	88%	12%
550000	22	Intra Inter Agency Payments	5,676,716	318,209	5,358,507	94%	6%
Total Operating Expenses			8,772,459	1,675,315	7,097,144	81%	19%
Total Expenditures			34,410,771	15,020,974	19,389,797	56%	44%

2. FINANCIAL ASSISTANCE DIVISION

May 19, 2026

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The South Coffeyville Public Works Authority, Nowata County

Loan Application No.: ORF-25-0039-DW
 Drinking Water SRF Loan (“DWSRF Loan”)

Funding Requested: \$1,397,694.00

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-eight (28) 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, sanitation, and electric systems, a 2 cents sales tax and may include a mortgage on the applicant's water, sewer, and electric systems and other real property.

Purpose: The applicant will utilize the loan proceeds to: (i) install approximately 3,920 linear feet of water line and a booster pump generator, rehabilitate a booster pump and an altitude valve vault with SCADA improvements, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$1,397,694.00	Project	\$1,323,990.00
		Bond Counsel	40,000.00
		Financial Advisor	27,954.00
		Local Counsel	5,000.00
		Trustee Bank	750.00
Total	<u><u>\$1,397,694.00</u></u>	Total	<u><u>\$1,397,694.00</u></u>

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-25-0039-DW IN THE NAME OF)
THE SOUTH COFFEYVILLE PUBLIC WORKS AUTHORITY)
NOWATA COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 19th day of May, 2026.

WHEREAS, The South Coffeyville Public Works Authority (the "Applicant") has made its Application for Funding No. ORF-25-0039-DW (the "Loan Application") to the Board and to the Oklahoma Department of Environmental Quality (the "DEQ") for a loan from the Drinking Water Treatment Revolving Loan Account (the "DWSRF"), pursuant to Title 82 Oklahoma Statutes 2021, Sections 1085.71 *et seq.*, as amended; and

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

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

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

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

Application for Funding No. ORF-25-0039-DW in the name of The South Coffeyville Public Works Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) install approximately 3,920 linear feet of water line and a booster pump generator, rehabilitate a booster pump and an altitude valve vault with SCADA improvements, all related appurtenances (the "Project"), and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. A loan shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$1,397,694.00. The Applicant shall pay interest on the loan at a fixed rate to be determined prior to closing plus an administrative fee at the rate of 0.5% per annum, all on the outstanding balance of disbursed loan proceeds. Interest, administrative fee, and any principal payments shall be made on a semi-

**ORDER APPROVING LOAN APPLICATION
THE SOUTH COFFEYVILLE PUBLIC WORKS AUTHORITY
ORF-25-0039-DW**

annual basis. The Applicant shall commence principal repayment no later than one (1) year following Project completion, and the maturity of the loan shall be no later than twenty-eight (28) 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, sanitation, and electric systems, a 2 cents sales tax and may include a mortgage on the Applicant's water, sewer, and electric systems and other real property.

3. Upon the Applicant's acceptance of the 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 19th day of May, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
THE SOUTH COFFEYVILLE PUBLIC WORKS AUTHORITY
ORF-25-0039-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Oklahoma City Water Utilities Trust, Oklahoma County

Loan Application No.: ORF-26-0051-CW
Clean Water SRF Loan (“CWSRF Loan”)

Amount Requested: \$21,930,141.00

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

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

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

Purpose: The applicant will utilize the loan proceeds to: (i) make various sewer system improvements, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$21,930,141.00	Project	\$21,930,141.00
Total	\$21,930,141.00	Total	\$21,930,141.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-26-0051-CW IN THE NAME OF)
OKLAHOMA CITY WATER UTILITIES TRUST)
OKLAHOMA COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 19th day of May, 2026.

WHEREAS, Oklahoma City Water Utilities Trust (the "Applicant") has made its Application for Funding No. ORF-26-0051-CW (the "Application") to the Board for a loan from the Clean Water State Revolving Fund (the "CWSRF") program, pursuant to Title 82 Oklahoma Statutes 2011, Sections 1085.51 *et seq.*, as amended; and

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

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

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

Application for Funding No. ORF-26-0051-CW in the name of Oklahoma City Water Utilities Trust be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

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

Terms and Conditions

1. A loan shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$21,930,141.00. The Applicant shall pay interest on the loan at a fixed rate to be determined prior to closing plus an administrative fee at the rate of 0.5% per annum, all on the outstanding balance of disbursed loan proceeds. Interest, administrative fee, and any principal payments shall be made on a semi-annual basis. The Applicant shall commence principal repayment no later than one (1) year following Project completion, and the maturity of the loan shall be no later than thirty (30) years following the date the Project is completed.

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

**ORDER APPROVING LOAN APPLICATION
OKLAHOMA CITY WATER UTILITIES TRUST
ORF-26-0051-CW**

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

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

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

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

So ordered this 19th day of May, 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
OKLAHOMA CITY WATER UTILITIES TRUST
ORF-26-0051-CW**

Reviewed By:

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

Lori Johnson, Chief
Financial Assistance Division

THE OKLAHOMA WATER RESOURCES BOARD MET IN REGULAR SESSION ON THE 19TH DAY OF MAY 2026, AT 9:30 A.M., IN THE BOARD ROOM OF THE OKLAHOMA WATER RESOURCES BOARD, 3800 NORTH CLASSEN BOULEVARD, OKLAHOMA CITY, OKLAHOMA.

Boardmembers Present:

Absent:

Thereupon, the Chairman introduced a resolution (the "Resolution") authorizing the issuance of special, limited obligation revenue bonds of the Oklahoma Water Resources Board (the "Board"), in one or more series, for the purpose of capitalizing the Board's Drinking Water Treatment State Revolving Fund, and for the purpose of refunding all or a portion of the Board's outstanding Revolving Fund Revenue Bonds – Drinking Water Program, Series 2016 (Master Trust), pursuant to the terms of the Master Trust Indenture and a bond indenture. Upon completion of discussion with respect to such resolution, Boardmember _____ moved the adoption of the resolution, which motion was seconded by Boardmember _____. The Board was polled on the question of the adoption of said resolution, resulting in its adoption by the following vote:

Aye:

Nay:

The Resolution, as adopted, is as follows:

RESOLUTION AUTHORIZING THE ISSUANCE OF OKLAHOMA WATER RESOURCES BOARD REVOLVING FUND REVENUE AND REFUNDING BONDS – DRINKING WATER PROGRAM (2019 MASTER TRUST), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$240,000,000; APPROVING AND AUTHORIZING EXECUTION OF A BOND INDENTURE PROVIDING FOR THE ISSUANCE OF THE BONDS; PROVIDING FOR THE SALE AND DELIVERY OF THE BONDS AND AUTHORIZING A CERTIFICATE OF DETERMINATION; WAIVING COMPETITIVE BIDDING ON THE BONDS AND AUTHORIZING THE SALE THEREOF BY NEGOTIATION PURSUANT TO THE TERMS OF A CONTRACT OF PURCHASE PERTAINING THERETO; APPROVING A PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO THE BONDS; AUTHORIZING EXECUTION OF SUCH OTHER AND FURTHER INSTRUMENTS, CERTIFICATES, AND DOCUMENTS AS MAY BE REQUIRED FOR THE ISSUANCE OF THE BONDS; DIRECTING PAYMENT OF COSTS OF ISSUANCE AND CONTAINING OTHER PROVISIONS RELATING TO THE ISSUANCE OF THE BONDS.

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

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

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

WHEREAS, the Board has determined that refunding a portion of the Board's outstanding Revolving Fund Revenue Bonds – Drinking Water Program, Series 2016 (Master Trust) (the "Series 2016 Bonds"), originally issued to finance water treatment projects described under the Drinking Water Act, for the purpose of generating a net present value savings, is in the best interests of the Board in the administration of the Drinking Water Treatment State Revolving Fund; and

WHEREAS, the Series 2016 Bonds are referred to herein as the "Refundable Bonds";

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

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

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

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

thereunder will be secured by revenues of the Clean Water State Revolving Fund and the Drinking Water State Revolving Fund, as provided therein; and

WHEREAS, the Board has heretofore selected Stifel Public Finance, as senior manager, and Morgan Stanley & Co., LLC, and BOK Financial Securities, Inc. as Co-Managers of the underwriting team (the "Underwriters") selected by the Board for the Bonds hereinafter described.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board hereby authorizes the sale, issuance and delivery of special, limited obligations, in one or more series, in aggregate principal amount not to exceed \$240,000,000, for the purpose of capitalizing the Board's Drinking Water State Revolving Fund and refunding a portion of the outstanding Refundable Bonds, which were issued to finance water treatment projects described under the Drinking Water Act. Such obligations shall be denominated "Oklahoma Water Resources Board State Revolving Fund Revenue and Refunding Bonds - Drinking Water Program (2019 Master Trust Bonds)", with such additional series designation as may be necessary or desirable, including to distinguish obligations issued for the purpose of refunding a portion of the outstanding Refundable Bonds (the "Bonds"), and shall be issued under the terms and provisions of the Master Trust Indenture between the Board and BancFirst, as Master Trustee, and pursuant to the provisions of a Bond Indenture between the Board and BancFirst, as Bond Trustee. The Bonds shall be issued in fully registered form, without coupons, and shall mature at such times and in such amounts, shall bear interest, shall carry such registration and conversion privileges, shall be payable in such manner, shall be subject to redemption and shall have such other and further qualities and provisions as shall be specifically provided in accordance with the parameters set forth herein and in the Certificate of Determination (hereinafter defined) and the Bond Indenture.

2. The Chairman of the Board, or in the absence of the Chairman, the Vice Chairman, is hereby authorized, empowered and directed to determine and establish the total principal amount of the Bonds, which in no event shall exceed Two Hundred Forty Million Dollars (\$240,000,000), the extent, if any, to which the Bonds will be insured, the redemption provisions, Underwriter's discount at not to exceed one percent (1.00%), original issue discount at not to exceed three percent (3.00%), maturing principal amounts of the Bonds and interest rates, which shall not exceed an average rate of fifteen percent (15%) per annum, on the Bonds, and to set forth the foregoing in a written certificate of determination (the "Certificate of Determination") executed at the time of or prior to the issuance of the Bonds. The refunding of the Refundable Bonds attributable must generate a net present value savings of no less than 2% and a positive gross savings. The Chairman, or in the absence of the Chairman, the Vice Chairman, is hereby authorized, in the name and on behalf of the Board, to approve, distribute, and deliver a preliminary official statement and a final official statement relating to the Bonds to be used by the Underwriters in the marketing of the Bonds.

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

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

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

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

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

6. Proceeds derived from the sale of the Bonds issued for the purpose of refunding the Refundable Bonds are hereby directed to be deposited with BancFirst, as bond trustee for the Refundable Bonds, in accordance with the provisions of Article X of each bond indenture authorizing the sale of the Refundable Bonds (collectively, the "Refunded Bond Indentures"), between the Board and BancFirst, as trustee. The Chief, Financial Assistance Division, is hereby authorized to obtain (i) Federal Securities (as defined in the each Refunded Bond Indenture) in which to invest the proceeds of the Bonds in order to effect the defeasance of the Refundable Bonds to be refunded to their maturity or date fixed for redemption prior to their scheduled maturities, and (ii) a written report of an independent certified public accountant, evidencing that the amounts deposited with the bond trustee for the Refundable Bonds will be sufficient for the payment of the principal of the Refundable Bonds to be refunded, the premium thereon, if any, and interest to accrued to the date of maturity or redemption prior to maturity, as the case may be, and (iii) an opinion of Bond Counsel addressed to the Board and the bond trustee for the Refundable Bonds to the effect that providing for the payment of the Refundable Bonds to be refunded in accordance with Article X of each Refunded Bond Indenture will not cause the interest on the Refundable Bonds to be included in gross income of the owners for federal income tax purposes.

7. The Board hereby authorizes the Chief, Financial Assistance Division, to determine the Series 2016 Bonds to be refunded with proceeds of the Bonds and the redemption date for such bonds, at the redemption price of 100% of the principal amount of the Series 2016 Bonds so called for redemption, plus accrued interest to the date fixed for redemption, in the manner provided in the bond indenture authorizing the issuance of the Series 2016 Bonds.

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

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

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

[Execution Page Follows]

ADOPTED this 19th day of May 2026.

OKLAHOMA WATER RESOURCES BOARD

(SEAL)

Thomas A. Gorman, Chairman

ATTEST:

Secretary

Reviewed By:

Lori Johnson, Chief
Financial Assistance Division

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

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

WITNESS my hand and the seal of said Board this 19th day of May 2026.

(SEAL)

Secretary

THE OKLAHOMA WATER RESOURCES BOARD MET IN REGULAR SESSION ON THE 19TH DAY OF MAY, 2026, AT 9:30 A.M., IN THE BOARD ROOM OF THE OKLAHOMA WATER RESOURCES BOARD, 3800 NORTH CLASSEN BOULEVARD, OKLAHOMA CITY, OKLAHOMA

Boardmembers Present :

Absent:

Thereupon, the Chairman introduced a resolution (the "Resolution") authorizing the issuance of special, limited obligation revenue bonds of the Oklahoma Water Resources Board (the "Board"), in one or more series, for the purpose of capitalizing the Board's Clean Water State Revolving Fund, and for the purpose of refunding all or a portion of the Board's outstanding Revolving Fund Revenue Bonds – Clean Water Program, Series 2015 (Master Trust), pursuant to the terms of the Master Trust Indenture and a bond indenture. Upon completion of discussion with respect to such resolution, Boardmember _____ moved the adoption of the resolution, which motion was seconded by Boardmember _____. The Board was polled on the question of the adoption of said resolution, resulting in its adoption by the following vote:

Aye:

Nay:

The Resolution, as adopted, is as follows:

RESOLUTION AUTHORIZING THE ISSUANCE OF OKLAHOMA WATER RESOURCES BOARD REVOLVING FUND REVENUE AND IMPROVEMENT BONDS - CLEAN WATER PROGRAM, (2019 MASTER TRUST), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$200,000,000; APPROVING AND AUTHORIZING EXECUTION OF A BOND INDENTURE PROVIDING FOR THE ISSUANCE OF THE BONDS; PROVIDING FOR THE SALE AND DELIVERY OF THE BONDS AND AUTHORIZING A CERTIFICATE OF DETERMINATION; WAIVING COMPETITIVE BIDDING ON THE BONDS AND AUTHORIZING THE SALE THEREOF BY NEGOTIATION PURSUANT TO THE TERMS OF A CONTRACT OF PURCHASE PERTAINING THERETO; APPROVING A PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO THE BONDS; AUTHORIZING EXECUTION OF SUCH OTHER AND FURTHER INSTRUMENTS, CERTIFICATES, AND DOCUMENTS AS MAY BE REQUIRED FOR THE ISSUANCE OF THE BONDS; DIRECTING PAYMENT OF COSTS OF ISSUANCE AND CONTAINING OTHER PROVISIONS RELATING TO THE ISSUANCE OF THE BONDS.

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

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

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

WHEREAS, the Board has determined that refunding a portion of the Board’s outstanding Revolving Fund Revenue Bonds – Clean Water Program, Series 2015 (Master Trust) (the “Series 2015 Bonds”), originally issued to finance wastewater treatment projects described under the Clean Water Act, for the purpose of generating a net present value savings, is in the best interests of the Board in the administration of the Clean Water State Revolving Fund; and

WHEREAS, the Series 2015 Bonds are referred to herein as the “Refundable Bonds”; and

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

WHEREAS, in order to meet the anticipated needs of Eligible Entities to finance wastewater projects described under the Clean Water Act, the Board desires to issue the Bonds hereafter described for such purpose; and

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

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

WHEREAS, the Board has heretofore selected Stifel Public Finance, as senior manager, and Morgan Stanley & Co., LLC, and BOK Financial Securities, Inc. as Co-Managers of the underwriting team (the "Underwriters") selected by the Board for the Bonds hereinafter described.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board hereby authorizes the sale, issuance and delivery of special, limited obligations, in one or more series, in aggregate principal amount not to exceed \$200,000,000, for the purpose of capitalizing the Board's Clean Water State Revolving Fund and refunding a portion of the outstanding Refundable Bonds, which were issued to finance water treatment projects described under the Clean Water Act.. Such obligations shall be denominated "Oklahoma Water Resources Board State Revolving Fund Revenue and Refunding Bonds - Clean Water Program (2019 Master Trust Bonds)", with such additional series designation as may be necessary or desirable, including to distinguish obligations issued for the purpose of refunding a portion of the outstanding Refundable Bonds (the "Bonds"), and shall be issued under the terms and provisions of the Master Trust Indenture between the Board and BancFirst, as Master Trustee, and pursuant to the provisions of a Bond Indenture between the Board and BancFirst, as Bond Trustee. The Bonds shall be issued in fully registered form, without coupons, and shall mature at such times and in such amounts, shall bear interest, shall carry such registration and conversion privileges, shall be payable in such manner, shall be subject to redemption and shall have such other and further qualities and provisions as shall be specifically provided in accordance with the parameters set forth herein and in the Certificate of Determination (hereinafter defined) and the Bond Indenture.

2. The Chairman of the Board, or in the absence of the Chairman, the Vice Chairman, is hereby authorized, empowered and directed to determine and establish the total principal amount of the Bonds, which in no event shall exceed Two Hundred Million Dollars (\$200,000,000), the extent, if any, to which the Bonds will be insured, the redemption provisions, Underwriter's discount at not to exceed one percent (1.00%), original issue discount at not to exceed three percent (3.00%), maturing principal amounts of the Bonds and interest rates, which shall not exceed an average rate of fifteen percent (15%) per annum, on the Bonds, and to set forth the foregoing in a written certificate of determination (the "Certificate of Determination") executed at the time of or prior to the issuance of the Bonds. The refunding of the Refundable Bonds attributable must generate a net present value savings of no less than 2.00% and a positive gross savings. The Chairman, or in the absence of the Chairman, the Vice Chairman, is hereby authorized, in the name and on behalf of the Board, to approve, distribute, and deliver a preliminary official statement and a final official statement relating to the Bonds to be used by the Underwriters in the marketing of the Bonds.

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

absence of, the Vice Chairman, is authorized on behalf of the Board to deem final the Preliminary Official Statement with respect to the public offering of the Bonds for purposes of distribution in connection with the public offering for sale of such obligations.

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

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

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

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

6. Proceeds derived from the sale of the Bonds issued for the purpose of refunding the Refundable Bonds are hereby directed to be deposited with BancFirst, as bond trustee for the Refundable Bonds, in accordance with the provisions of Article X of each bond indenture authorizing the sale of the Refundable Bonds (collectively, the "Refunded Bond Indentures"), between the Board and BancFirst, as trustee. The Chief, Financial Assistance Division, is hereby authorized to obtain (i) Federal Securities (as defined in the each Refunded Bond Indenture) in which to invest the proceeds of the Bonds in order to effect the defeasance of the Refundable Bonds to be refunded to their maturity or date fixed for redemption prior to their scheduled maturities, and (ii) a written report of an independent certified public accountant, evidencing that the amounts deposited with the bond trustee for the

Refundable Bonds will be sufficient for the payment of the principal of the Refundable Bonds to be refunded, the premium thereon, if any, and interest to accrued to the date of maturity or redemption prior to maturity, as the case may be, and (iii) an opinion of Bond Counsel addressed to the Board and the bond trustee for the Refundable Bonds to the effect that providing for the payment of the Refundable Bonds to be refunded in accordance with Article X of each Refunded Bond Indenture will not cause the interest on the Refundable Bonds to be included in gross income of the owners for federal income tax purposes.

7. The Board hereby authorizes the Chief, Financial Assistance Division, to determine the Series 2015 Bonds to be refunded with proceeds of the Bonds and the redemption date for such bonds, at the redemption price of 100% of the principal amount of the Series 2015 Bonds so called for redemption, plus accrued interest to the date fixed for redemption, in the manner provided in the bond indenture authorizing the issuance of the Series 2015 Bonds.

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

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

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

[Execution Page Follows]

ADOPTED this 19th day of May, 2026.

OKLAHOMA WATER RESOURCES BOARD

(SEAL)

Thomas A. Gorman, Vice-Chairman

ATTEST:

Secretary

Reviewed By:

Lori Johnson, Chief
Financial Assistance Division

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

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

WITNESS my hand and the seal of said Board this 19th day of May, 2026.

(SEAL)

Secretary

THE OKLAHOMA WATER RESOURCES BOARD MET IN REGULAR SESSION ON THE 19th DAY OF MAY, 2026, IN THE BOARD ROOM OF THE OKLAHOMA WATER RESOURCES BOARD, 3800 NORTH CLASSEN BOULEVARD, OKLAHOMA CITY, OKLAHOMA.

Boardmembers Present:

Absent:

(other business)

Thereupon, the Chairman introduced a resolution authorizing the issuance of special, limited obligations of the Oklahoma Water Resources Board (hereinafter, the "Board") for the purpose of providing monies to fund the Board's State Loan (Financial Assistance) Program. Upon completion of discussion with respect to such resolution, Boardmember _____ moved the adoption thereof, which motion was seconded by Boardmember _____. The Board was polled on the question of the adoption of said resolution, resulting in its adoption by the following vote:

Aye:

Nay:

The resolution, as adopted, is as follows:

RESOLUTION AUTHORIZING THE ISSUANCE OF OKLAHOMA WATER RESOURCES BOARD STATE LOAN PROGRAM REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$550,000,000 ; AT A NET INTEREST COST NOT TO EXCEED FIFTEEN PERCENT (15.0%); PROVIDING FOR THE ISSUANCE OF SAID BONDS IN ONE OR MORE SERIES; APPROVING AND AUTHORIZING EXECUTION OF A SERIES 2026A SUPPLEMENTAL BOND RESOLUTION AND, IF DEEMED ADVISABLE, AN ADDITIONAL SUPPLEMENTAL BOND RESOLUTION FOR EACH ADDITIONAL SERIES; WAIVING COMPETITIVE BIDDING ON THE BONDS AND AUTHORIZING THE SALE THEREOF BY NEGOTIATION AND AT A DISCOUNT PURSUANT TO THE TERMS OF A CONTRACT OF PURCHASE PERTAINING THERETO; APPROVING A PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO SAID BONDS; AUTHORIZING THE CHAIRMAN OR VICE CHAIRMAN TO DEEM PRELIMINARY OFFICIAL STATEMENTS FOR ADDITIONAL SERIES OF BONDS FINAL; DIRECTING DEPOSIT OF PROCEEDS DERIVED FROM THE ISSUANCE OF THE BONDS IN THE STATE TREASURY AND REQUESTING THE STATE TREASURER TO REMIT SUCH PROCEEDS TO THE BOND TRUSTEE; RATIFYING AND APPROVING THE FORM OF PROMISSORY NOTE, LOAN AGREEMENT, AND NOTE PURCHASE AGREEMENT TO BE EXECUTED BY BORROWERS IN THE STATE LOAN PROGRAM; AUTHORIZING EXECUTION OF SUCH OTHER AND FURTHER INSTRUMENTS, CERTIFICATES AND

DOCUMENTS AS MAY BE REQUIRED FOR THE ISSUANCE OF THE BONDS; DIRECTING PAYMENT OF COSTS OF ISSUANCE AND CONTAINING OTHER PROVISIONS RELATING TO THE ISSUANCE OF THE BONDS.

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

WHEREAS, pursuant to provision of Sections 1085.33 and 1085.36 of the Act, the Board is empowered to sell and issue its obligations and make loans from the proceeds thereof to Eligible Entities to finance and/or refinance qualifying Projects under the Act; and

WHEREAS, in furtherance of such purposes the Board has heretofore issued obligations under and pursuant to a General Bond Resolution dated as of August 1, 1986, as supplemented and amended (the "1986 General Bond Resolution"); and

WHEREAS, the Board has previously deemed it advisable to discontinue issuing obligations under the 1986 General Bond Resolution and in its place created a 2016 General Bond Resolution dated as of November 1, 2016, (the "2016 General Bond Resolution") pursuant to which all future obligations of the Board pursuant to the Act are intended to be issued, and subsequently proceeded to issue obligations thereunder in furtherance of such purposes; and

WHEREAS, proceeds derived from the issuance of such prior obligations have been loaned or obligated to be loaned under the Board's State Loan Program to Eligible Entities in satisfaction of the purposes of the Act; and

WHEREAS, a need currently exists to recapitalize the State Loan Program in order to satisfy requests of one or more Eligible Entities for additional Project loan(s); and

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

WHEREAS, Section 1085.33 of the Act authorizes the waiver of competitive bidding on the Board's obligations and the sale thereof at a discount; and

WHEREAS, the Board has heretofore, by resolution duly adopted on February 17, 2026, properly selected BOK Financial Securities, Inc., as Senior Managing Investment Banker, Stifel Public Finance, and, depending upon the amount of bonds to be issued, Truist Securities Public Finance, Morgan Stanley & Co., LLC, and Loop Capital Markets as Co-Managing Investment Bankers (the "Underwriters"), Gilmore Bell, as Disclosure Counsel, and Centennial Law Group as Bond Counsel and intends to utilize said professional service providers for the issuance of the obligations hereinafter described.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board hereby authorizes the sale, issuance and delivery of special, limited obligations in aggregate principal amount not to exceed \$550,000,000, at a net interest cost not to exceed 15.00%, for the purpose of recapitalizing the Board's State Loan Program. The obligations shall be issued in one or more series, the first series of which shall be denominated "Oklahoma Water Resources Board State Loan Program Revenue Bonds, Series 2026A" (or such other numeric and alphabetic labeling designation as shall be proper in keeping with the Board's customary pattern of each bond series labeling designation) and each subsequent series shall be denominated in like manner in numeric and alphabetic sequence. The obligations shall be issued under the terms and provisions of the 2016 General Bond Resolution dated as of November 1, 2016, between the Board and BancFirst, as Trustee, as supplemented pursuant to the provisions of a Series 2026A Supplemental Bond Resolution between the Board and BancFirst, as Trustee (provided that the numeric and alphabetic labeling designation of such supplemental bond resolution shall match the labeling designation of the series of bonds issued thereby). The Series 2026A Supplemental Bond Resolution shall relate to the Series 2026A bonds and if more than one series of bonds is deemed advisable, each additional series of bonds shall be issued under the terms and provisions of an additional Supplemental Bond Resolution which shall be substantially the same in all other particulars as the Series 2026A Supplemental Bond Resolution and shall be titled in numerical and alphabetic sequence. (The Series 2026A bonds together with any additional series issued hereunder are hereinafter collectively referred to as the "Bonds".) (The 2016 General Bond Resolution, so supplemented and amended is hereinafter referred to as the "Bond Resolution".) The Bonds shall be issued in fully registered form, without coupons, and shall mature at such times and in such amounts, shall bear interest, shall carry such registration and conversion privileges, shall be payable in such manner, shall be subject to redemption and shall have such other and further qualities and provisions as shall be specifically provided in the Bond Resolution.

2. The Board hereby approves drafts presented on this date of the following documents pertaining to the issuance of the Bonds (both the drafts presented on this date specifically relating to the Series 2026A bonds, and substantially similar drafts for each additional series of bonds):

- (i) Preliminary Official Statement;
- (ii) Contract of Purchase;

- (iii) Series 2026A Supplemental Bond Resolution, and one additional Supplemental Bond Resolution in like form, titled in numeric and alphabetic sequence, for each additional series of Bonds;
- (iv) Form of Loan Agreement, Note Purchase Agreement and Promissory Note to be executed by borrowers; and
- (v) Continuing Disclosure Agreement.

The Board hereby authorizes any one of its members to review and approve any proposed additions, deletions or other changes to the above described documents from the forms thereof presented on this date both for the Series 2026A bonds and each additional series of bonds. The Board hereby deems the Preliminary Official Statement for the Series 2026A bonds final for the purpose of distribution in connection with the public offering of the Series 2026A bonds and hereby designates the Chairman or Vice-Chairman of the Board as an authorized officer to deem the draft of the Preliminary Official Statement for each additional series of bonds final.

3. Competitive bidding on the sale of the Bonds is hereby expressly waived and said obligations are authorized to be sold to the Underwriters pursuant to the terms of the Contract of Purchase. The Bonds are hereby authorized to be sold at less than par value, provided that the overall original issue discount plus underwriter's discount shall not exceed 4.0%.

4. Proceeds derived from the sale of the Bonds are hereby directed to be deposited into the Water Resources Fund created in the State Treasury pursuant to and in accordance with Section 1085.33 of the Act. The State Treasurer is requested and directed, immediately upon receipt of such proceeds, to transfer such proceeds, together with accrued interest thereon, if any, from the Water Resources Fund to the Trustee under the Bond Resolution for application in the manner set forth in the Bond Resolution and in the Closing Order executed on behalf of the Board in conjunction with the issuance of the Bonds.

5. The Trustee is directed to pay all costs of issuance of the Bonds as approved by the State of Oklahoma Deputy Treasurer for Policy and Debt Management from the Costs of Issuance Account of the Loan Fund established under the Bond Resolution pursuant to the Board's Closing Order.

6. The Board hereby authorizes any one of its members to approve and execute, for and on behalf of the Board, the appropriate alphabetic and numeric labeling designation for each bond series and all other and further documents, instruments, representations and certifications necessary or attendant to the sale, issuance and delivery of the Bonds. Further, the appropriate employees of the Board are hereby authorized to take all action necessary or appropriate to comply with and carry out all provisions of such documents, instruments, representations and certifications.

ADOPTED this 19th day of May, 2026.

OKLAHOMA WATER RESOURCES BOARD

(SEAL)

Thomas A. Gorman, Chairman

ATTEST:

Secretary

Reviewed By:

Lori Johnson, Chief
Financial Assistance Division

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

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

WITNESS my hand and the seal of said Board this 19th day of May, 2026.

(SEAL)

Secretary

3.C. SUMMARY DISPOSITION AGENDA ITEMS

FINANCIAL ASSISTANCE DIVISION

May 19, 2026

REAP GRANT APPLICATION
RECOMMENDED FOR APPROVAL

APPLICANT: Town of Ralston
COUNTY: Pawnee

DATE RECEIVED: 09/02/2025
APPLICATION NUMBER: FAP-26-0044-R

Amount Requested: \$145,000.00

Amount Recommended: \$145,000.00

PROJECT DESCRIPTION: The Town of Ralston (Town) operates a water distribution system. The Town is experiencing diminished system capacity due to mineral accumulation restricting flow and causing pressure fluctuations, thereby impacting water service. The proposed project is to replace approximately 1,462 linear feet of existing 4” distribution lines with 4” PVC, as well as to replace approximately 23 meters, plus all appurtenances required to complete the project. The estimated cost of the project is \$145,000.00 which will be funded by the OWRB REAP grant in the amount of \$145,000.00.

Priority Ranking				Priority Points
Population <u>266</u> (Maximum: 55 points)				<u>55</u>
WATER AND SEWER RATE STRUCTURE (Maximum: 13 points)				
Water rate per 5,000 gal/month:	\$ 77.00	() Flat rate	<u>-3</u>	12
Sewer rate per 5,000 gal/month:	<u>22.00</u>	() Decreasing Block	<u>-2</u>	
Total	\$ 99.00	() 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)				
Total Indebtedness:	\$ 0.00			0
Monthly Debt Payment:	\$ 0.00			
Number of Customers:	137			
Monthly Payment Per Customer:	\$ 0.00			
MEDIAN HOUSEHOLD INCOME \$ 60,625.00		(Maximum: 10 points)		<u>0</u>
ABILITY TO FINANCE PROJECT (Maximum: 12 points)				
FP =	$\frac{(\$145,000.00)}{(137)}$	$\frac{(0.0710)}{(12)}$	= \$ 6.26	<u>10</u>
AMOUNT OF GRANT REQUESTED (Maximum: 5 points)				
AR =	\$145,000.00			<u>(5)</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>Yes</u>			<u>5</u>
FISCAL SUSTAINABILITY				<u>3</u>
TOTAL PRIORITY POINTS				<u>80</u>

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER OF REAP GRANT APPLICATION)
NO. FAP-26-0044-R IN THE NAME OF THE)
TOWN OF RALSTON,)
PAWNEE COUNTY, OKLAHOMA.)

PROPOSED
ORDER APPROVING REAP GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 19th day of May 2026. The Board finds that since the application for this grant has received a priority ranking of 80 points under Chapter 50 of the Board's Rules and that since sufficient funds are available in the REAP Grant Account of the Water Resources Fund, the grant application for an amount not to exceed \$145,000.00 should be approved to be advanced for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the REAP grant shall not exceed \$145,000.00.
2. REAP Grant funds shall be deposited in a separate account with a federally insured financial institution.
3. Applicants who have raised water and/or sewer rates resulting in an advancement in position of priority for assistance shall not modify those rates after receipt of the REAP grant without the prior written consent of the Board, unless such modification would not result in a change in position of priority.
4. The applicant shall fully document disbursement of REAP grant funds as required by the Board or its staff. Further, applicant shall maintain proper books, records, and supporting documentation, and make the same available for inspection by the Board or its staff. Disbursement of grant funds without supporting documentation shall be considered and deemed unauthorized expenditure of grant funds.
5. The applicant shall return any unexpended REAP grant funds to the Board within thirty (30) days of completion of the project or within thirty (30) days from the applicant's receipt of all invoices, whichever is later.

6. The project shall be to replace approximately 1,462 linear feet of existing 4” distribution lines with 4” PVC, as well as to replace approximately 23 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, Town of Ralston 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 19th day of May 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Secretary

(SEAL)

Reviewed By:

Lori Johnson

Lori Johnson, Chief
Financial Assistance Division

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER OF REAP GRANT APPLICATION)
NO. FAP-26-0029-R IN THE NAME OF THE)
TOWN OF BRAMAN,)
KAY COUNTY, OKLAHOMA.)

PROPOSED
ORDER APPROVING REAP GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 19th day of May 2026. The Board finds that since the application for this grant has received a priority ranking of 88 points under Chapter 50 of the Board's Rules and that since sufficient funds are available in the REAP Grant Account of the Water Resources Fund, the grant application for an amount not to exceed \$150,000.00 should be approved to be advanced for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the REAP grant shall not exceed \$150,000.00.
2. REAP Grant funds shall be deposited in a separate account with a federally insured financial institution.
3. Applicants who have raised water and/or sewer rates resulting in an advancement in position of priority for assistance shall not modify those rates after receipt of the REAP grant without the prior written consent of the Board, unless such modification would not result in a change in position of priority.
4. The applicant shall fully document disbursement of REAP grant funds as required by the Board or its staff. Further, applicant shall maintain proper books, records, and supporting documentation, and make the same available for inspection by the Board or its staff. Disbursement of grant funds without supporting documentation shall be considered and deemed unauthorized expenditure of grant funds.
5. The applicant shall return any unexpended REAP grant funds to the Board within thirty (30) days of completion of the project or within thirty (30) days from the applicant's receipt of all invoices, whichever is later.

6. The project shall be to replace approximately 700 linear feet (LF) of main water line, upgrade hydrants and valves, and rehabilitate select 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, Town of Braman 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 19th day of May 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Secretary

(SEAL)

Reviewed By:

Lori Johnson

Lori Johnson, Chief
Financial Assistance Division

REAP GRANT APPLICATION
RECOMMENDED FOR APPROVAL

APPLICANT: Fort Supply Public Works Authority
COUNTY: Woodward

DATE RECEIVED: 08/27/2025
APPLICATION NUMBER: FAP-26-0022-R

Amount Requested: \$150,000.00

Amount Recommended: \$150,000.00

PROJECT DESCRIPTION: Fort Supply Public Works Authority (Authority) operates a wastewater system. The Authority is experiencing possible inflow and infiltration issues due to the dilapidated and corroded lines leading to the lagoons. The proposed project is to replace approximately 1,611 linear feet (LF) of deteriorated 8-inch and 10-inch clay sewer lines and associated manholes using cured-in-place pipe (CIPP) technology, and replace existing gate valves, plus all appurtenances required to complete the project. The estimated cost of the project is \$150,000.00 which will be funded by the OWRB REAP grant in the amount of \$150,000.00.

Priority Ranking			Priority Points
Population <u>317</u> (Maximum: 55 points)			<u>55</u>
WATER AND SEWER RATE STRUCTURE (Maximum: 13 points)			
Water rate per 5,000 gal/month:	\$ 53.91	<input type="checkbox"/> Flat rate	<u>-3</u>
Sewer rate per 5,000 gal/month:	<u>13.30</u>	<input type="checkbox"/> Decreasing Block	<u>-2</u>
Total	\$ <u>67.21</u>	<input type="checkbox"/> Uniform	<u>0</u>
		<input checked="" type="checkbox"/> Increasing Block	<u>+2</u>
	<u>10</u> points	<input type="checkbox"/> Sales tax (W/S)	<u>+1</u>
INDEBTEDNESS PER CUSTOMER (Maximum: 10 points)			
Total Indebtedness:	\$ 0.00		
Monthly Debt Payment:	\$ 0.00		<u>0</u>
Number of Customers:	168		
Monthly Payment Per Customer:	\$ 0.00		
MEDIAN HOUSEHOLD INCOME \$ 61,250.00	(Maximum: 10 points)		<u>0</u>
ABILITY TO FINANCE PROJECT (Maximum: 12 points)			
FP =	$\frac{(\$150,000.00)}{(168)} \times \frac{(0.0710)}{(12)}$	= \$ 5.28	<u>9</u>
AMOUNT OF GRANT REQUESTED (Maximum: 5 points)			
AR =	\$150,000.00		<u>(5)</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>10</u>
TOTAL PRIORITY POINTS			<u>76</u>

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER OF REAP GRANT APPLICATION)
NO. FAP-26-0022-R IN THE NAME OF THE)
FORT SUPPLY PUBLIC WORKS AUTHORITY,)
WOODWARD COUNTY, OKLAHOMA.)

PROPOSED
ORDER APPROVING REAP GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 19th day of May 2026. The Board finds that since the application for this grant has received a priority ranking of 76 points under Chapter 50 of the Board's Rules and that since sufficient funds are available in the REAP Grant Account of the Water Resources Fund, the grant application for an amount not to exceed \$150,000.00 should be approved to be advanced for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the REAP grant shall not exceed \$150,000.00.
2. REAP Grant funds shall be deposited in a separate account with a federally insured financial institution.
3. Applicants who have raised water and/or sewer rates resulting in an advancement in position of priority for assistance shall not modify those rates after receipt of the REAP grant without the prior written consent of the Board, unless such modification would not result in a change in position of priority.
4. The applicant shall fully document disbursement of REAP grant funds as required by the Board or its staff. Further, applicant shall maintain proper books, records, and supporting documentation, and make the same available for inspection by the Board or its staff. Disbursement of grant funds without supporting documentation shall be considered and deemed unauthorized expenditure of grant funds.
5. The applicant shall return any unexpended REAP grant funds to the Board within thirty (30) days of completion of the project or within thirty (30) days from the applicant's receipt of all invoices, whichever is later.

6. The project shall be to replace approximately 1,611 linear feet (LF) of deteriorated 8-inch and 10-inch clay sewer lines and associated manholes using cured-in-place pipe (CIPP) technology, and replace existing gate valves 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, Fort Supply 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 19th day of May 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Secretary

(SEAL)

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

REAP GRANT APPLICATION
RECOMMENDED FOR APPROVAL

APPLICANT: Town of Custer City
COUNTY: Custer

DATE RECEIVED: 08/29/2025
APPLICATION NUMBER: FAP-26-0039-R

Amount Requested: \$99,999.00

Amount Recommended: \$99,999.00

PROJECT DESCRIPTION: Town of Custer City (Town) operates a water system. The Town is experiencing frequent water loss from line breaks because the original main line was made of thin-walled Class 160 PVC pipe, which cannot handle high water pressures. The proposed project is to replace approximately 5070 linear feet (LF) of the existing transmission main with 8” PVC water main, plus all appurtenances required to complete the project. The estimated cost of the project is \$249,999.00 which will be funded by the OWRB REAP grant in the amount of \$99,999.00 and a SWODA REAP Grant in the amount of \$150,000.00.

Priority Ranking			Priority Points
Population <u>367</u> (Maximum: 55 points)			<u>55</u>
WATER AND SEWER RATE STRUCTURE (Maximum: 13 points)			
Water rate per 5,000 gal/month:	\$ 69.94	<input type="checkbox"/> Flat rate	<u>-3</u>
Sewer rate per 5,000 gal/month:	<u>26.80</u>	<input type="checkbox"/> Decreasing Block	<u>-2</u>
Total	\$ 96.74	<input type="checkbox"/> Uniform	<u>0</u>
		<input checked="" type="checkbox"/> Increasing Block	<u>+2</u>
	<u>10</u> points	<input type="checkbox"/> Sales tax (W/S)	<u>+1</u>
INDEBTEDNESS PER CUSTOMER (Maximum: 10 points)			
Total Indebtedness:	\$ 0.00		
Monthly Debt Payment:	\$ 0.00		<u>0</u>
Number of Customers:	210		
Monthly Payment Per Customer:	\$ 0.00		
MEDIAN HOUSEHOLD INCOME \$ 71,456.00		(Maximum: 10 points)	<u>0</u>
ABILITY TO FINANCE PROJECT (Maximum: 12 points)			
FP =	$\frac{(\$99,999.00)}{(210)}$	$\frac{(0.0710)}{(12)}$	= \$ 2.82
			<u>6</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>Yes</u>		<u>5</u>
FISCAL SUSTAINABILITY			<u>3</u>
TOTAL PRIORITY POINTS			<u>82</u>

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER OF REAP GRANT APPLICATION)
NO. FAP-26-0039-R IN THE NAME OF THE)
TOWN OF CUSTER CITY,)
CUSTER COUNTY, OKLAHOMA.)

PROPOSED
ORDER APPROVING REAP GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 19th day of May 2026. The Board finds that since the application for this grant has received a priority ranking of 82 points under Chapter 50 of the Board's Rules and that since sufficient funds are available in the REAP Grant Account of the Water Resources Fund, the grant application for an amount not to exceed \$99,999.00 should be approved to be advanced for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the REAP grant shall not exceed \$99,999.00.
2. REAP Grant funds shall be deposited in a separate account with a federally insured financial institution.
3. Applicants who have raised water and/or sewer rates resulting in an advancement in position of priority for assistance shall not modify those rates after receipt of the REAP grant without the prior written consent of the Board, unless such modification would not result in a change in position of priority.
4. The applicant shall fully document disbursement of REAP grant funds as required by the Board or its staff. Further, applicant shall maintain proper books, records, and supporting documentation, and make the same available for inspection by the Board or its staff. Disbursement of grant funds without supporting documentation shall be considered and deemed unauthorized expenditure of grant funds.
5. The applicant shall return any unexpended REAP grant funds to the Board within thirty (30) days of completion of the project or within thirty (30) days from the applicant's receipt of all invoices, whichever is later.

6. The project shall be to replace approximately 5070 linear feet (LF) of the existing transmission main with 8" PVC water main 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 Custer City 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 19th day of May 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Secretary

(SEAL)

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Rural Water District No. 5, Okmulgee County

Loan Application No.: ORF-25-0048-DW
 Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$346,936.08

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

Purpose: The applicant will utilize the loan proceeds to: (i) install approximately 370 automatic meters and a SCADA system, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$346,936.08	Project	\$352,490.00
Local Funds	38,053.92	Bond Counsel	30,000.00
		Local Counsel	2,500.00
Total	\$384,990.00	Total	\$384,990.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-25-0048-DW IN THE NAME OF)
RURAL WATER DISTRICT NO. 5,)
OKMULGEE COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 19th day of May, 2026.

WHEREAS, Rural Water District No. 5, Okmulgee County, Oklahoma (the "Applicant") has made its Application for Funding No. ORF-25-0048-DW (the "Loan Application") to the Board and to the Oklahoma Department of Environmental Quality (the "DEQ") for a loan from the Drinking Water Treatment Revolving Loan Account (the "DWSRF"), pursuant to Title 82 Oklahoma Statutes 2021, Sections 1085.71 *et seq.*, as amended; and

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

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

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

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

Application for Funding No. ORF-25-0048-DW in the name of Rural Water District No. 5, Okmulgee County, Oklahoma be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) install approximately 370 automatic meters and a SCADA system, all related appurtenances (the "Project"), and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. Funding shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$346,936.08.

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

**ORDER APPROVING LOAN APPLICATION
RURAL WATER DISTRICT NO. 5, OKMULGEE COUNTY, OKLAHOMA
ORF-25-0048-DW**

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

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

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

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

So ordered this 19th day of May, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
RURAL WATER DISTRICT NO. 5, OKMULGEE COUNTY, OKLAHOMA
ORF-25-0048-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Frederick Public Works Authority, Tillman County

Loan Application No.: ORF-26-0020-DW
 Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$452,747.50

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

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

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$452,747.50	Project	\$880,895.00
SUDC Grant	452,747.50	Bond Counsel	40,000.00
Local Funds	17,900.00	Local Counsel	2,500.00
Total	\$923,395.00	Total	\$923,395.00

**ORDER APPROVING LOAN APPLICATION
THE FREDERICK PUBLIC WORKS AUTHORITY
ORF-26-0020-DW**

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

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

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

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

So ordered this 19th day of May, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
THE FREDERICK PUBLIC WORKS AUTHORITY
ORF-26-0020-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Granite Public Works Authority, Greer County

Loan Application No.: ORF-26-0012-DW
 Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$483,342.63

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

Purpose: The applicant will utilize the loan proceeds to: (i) install approximately 500 meters and the associated Automated Metering Infrastructure (AMI) technology throughout the system, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$483,342.63	Project	\$468,505.00
Local Funds	40,162.37	Bond Counsel	30,000.00
		Financial Advisor	22,500.00
		Local Counsel	2,500.00
Total	\$523,505.00	Total	\$523,505.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-26-0012-DW IN THE NAME OF)
THE GRANITE PUBLIC WORKS AUTHORITY)
GREER COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 19th day of May, 2026.

WHEREAS, The Granite Public Works Authority (the "Applicant") has made its Application for Funding No. ORF-26-0012-DW (the "Loan Application") to the Board and to the Oklahoma Department of Environmental Quality (the "DEQ") for a loan from the Drinking Water Treatment Revolving Loan Account (the "DWSRF"), pursuant to Title 82 Oklahoma Statutes 2021, Sections 1085.71 *et seq.*, as amended; and

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

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

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

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

Application for Funding No. ORF-26-0012-DW in the name of The Granite Public Works Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) install approximately 500 meters and the associated Automated Metering Infrastructure (AMI) technology throughout the system, all related appurtenances (the "Project"), and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. Funding shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$483,342.63

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

**ORDER APPROVING LOAN APPLICATION
THE GRANITE PUBLIC WORKS AUTHORITY
ORF-26-0012-DW**

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

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

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

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

So ordered this 19th day of May, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
THE GRANITE PUBLIC WORKS AUTHORITY
ORF-26-0012-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Mannford Public Works Authority, Creek County

Loan Application No.: ORF-26-0024-DW
 Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$693,820.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) install approximately 998 meters and the associated Automated Metering Infrastructure (AMI) technology throughout the system, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$693,820.00	Project	\$673,820.00
		Bond Counsel	17,500.00
		Local Counsel	2,500.00
Total	\$693,820.00	Total	\$693,820.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-26-0024-DW IN THE NAME OF)
THE MANNFORD PUBLIC WORKS AUTHORITY)
CREEK COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 19th day of May, 2026.

WHEREAS, The Mannford Public Works Authority (the "Applicant") has made its Application for Funding No. ORF-26-0024-DW (the "Loan Application") to the Board and to the Oklahoma Department of Environmental Quality (the "DEQ") for a loan from the Drinking Water Treatment Revolving Loan Account (the "DWSRF"), pursuant to Title 82 Oklahoma Statutes 2021, Sections 1085.71 *et seq.*, as amended; and

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

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

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

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

Application for Funding No. ORF-26-0024-DW in the name of The Mannford Public Works Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) install approximately 998 meters and the associated Automated Metering Infrastructure (AMI) technology throughout the system, all related appurtenances (the "Project"), and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. Funding shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$693,820.00.

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

**ORDER APPROVING LOAN APPLICATION
THE MANNFORD PUBLIC WORKS AUTHORITY
ORF-26-0024-DW**

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

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

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

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

So ordered this 19th day of May, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
THE MANNFORD PUBLIC WORKS AUTHORITY
ORF-26-0024-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Rural Water, Sewer, Gas, and Solid Waste Management District
 No. 16, Cherokee County, Oklahoma

Loan Application No.: ORF-25-0025-DW
 Drinking Water SRF Loan (“DWSRF Loan”)

Amount Requested: \$783,379.13

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

Purpose: The applicant will utilize the loan proceeds to: (i) install approximately 9,226 linear feet of waterline and approximately 10 flush hydrants, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$783,379.13	Project	\$761,279.13
		Bond Counsel	19,600.00
		Local Counsel	2,500.00
Total	\$783,379.13	Total	\$783,379.13

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-25-0025-DW IN THE NAME OF)
RWSG AND SWMD NO. 16,)
CHEROKEE COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 19th day of May, 2026.

WHEREAS, Rural Water, Sewer, Gas, and Solid Waste Management District No. 16, Cherokee County, Oklahoma (the "Applicant") has made its Application for Funding No. ORF-25-0025-DW (the "Loan Application") to the Board and to the Oklahoma Department of Environmental Quality (the "DEQ") for a loan from the Drinking Water Treatment Revolving Loan Account (the "DWSRF"), pursuant to Title 82 Oklahoma Statutes 2021, Sections 1085.71 *et seq.*, as amended; and

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

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

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

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

Application for Funding No. ORF-25-0025-DW in the name of Rural Water, Sewer, Gas, and Solid Waste Management District No. 16, Cherokee County, Oklahoma be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) install approximately 9,226 linear feet of waterline and approximately 10 flush hydrants, all related appurtenances (the "Project"), and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. Funding shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$783,379.13.
2. Upon the Applicant's acceptance of the DEQ's Letter of Binding Commitment, the funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order.

**ORDER APPROVING LOAN APPLICATION
RURAL WATER, SEWER, GAS, AND SOLID WASTE MANAGEMENT DISTRICT NO. 16, CHEROKEE
COUNTY, OKLAHOMA
ORF-25-0025-DW**

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

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

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

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

So ordered this 19th day of May, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
RURAL WATER, SEWER, GAS, AND SOLID WASTE MANAGEMENT DISTRICT NO. 16, CHEROKEE
COUNTY, OKLAHOMA
ORF-25-0025-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

3. SUMMARY DISPOSITION AGENDA ITEMS

D. Contracts and Agreements Recommended for Approval

May 19, 2026

**Administrative Services Division
Board Agenda
May 19 2026**

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

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

12. Professional Services Engagement Letter with Arledge & Associates, P.C., to provide auditing services related to the Board's financial assistance programs for the Oklahoma Clean Water State Revolving Fund Loan Account Program financial statements and Uniform Guidance Single Audit.
13. Lease agreement between OWRB and OMES Real Estate and Leasing Services for warehouse space and outdoor lot.
14. Amendment to the agreement between OWRB, OMES, and the Oklahoma Alliance Consultants, LLC, for training, technical assistance, and planning services for water and wastewater systems.
15. Interagency Agreement between OWRB and the Oklahoma Department of Environmental Quality (DEQ) regarding administration of the Drinking Water State Revolving Fund.

AGENDA ITEM 3D(1)

AGREEMENT

WITH: Broken Arrow Municipal Authority (BAMA)

PURPOSE: Agreement for the OWRB to provide professional services performing a bathymetric survey for the Broken Arrow Municipal Authority. Broken Arrow is looking to identify potential issues to water availability due to siltation of the oxbow used as the city's primary water supply located at the Broken Arrow Verdigris River water treatment raw water pump station.

AMOUNT: \$16,719.00

TERM: Within 90 days after the Notice to Proceed is issued.

**BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
VERDIGRIS RIVER OXBOW BATHYMETRIC SURVEY
PROJECT NUMBER: 2554620**

1. Professional Service Provider:

- a. Name: Oklahoma Water Resources Board (OWRB)
- b. Telephone No.: 405-530-8800
- c. Address: 3800 North Classen Blvd., Oklahoma City, OK 73118

2. Project Title and Location: Verdigris River Oxbow Bathymetric Survey located at the oxbow at Verdigris River Water Treatment Plant at 6670 S. 361st St. in Broken Arrow, OK 74014.

3. Contract for: Providing professional survey services associated with public works projects for the Broken Arrow Municipal Authority. Professional services to include providing bathymetric surveying and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the BAMA and also agrees to commit the time necessary to perform the professional services in a professional manner.

4. Compensation: Professional Service Provider shall be compensated at the lump sum fee negotiated and the total compensation under this contract is Not to Exceed Sixteen Thousand Seven Hundred and Nineteen No/100 (\$16,719.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional BAMA employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time BAMA employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the BAMA's Administrative Policies.

5. Invoicing and Payment: The Professional Service Provider shall submit invoices requesting payment for services rendered to the BAMA monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the BAMA. Payment will be made within 30 days following the first eligible BAMA meeting occurring after the date on the invoice.

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within ninety (90) calendar days after the date the Notice to Proceed is issued. The BAMA will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the BAMA on the hours required for the work item.

7. Insurance: The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage to the BAMA on or before the effective date of this Agreement.

During the performance of the services under this Professional Services Contract, the Professional Service Provider shall maintain the insurance coverage required below and the BAMA shall be named as an Additional Insured on each required policy:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

8. Reserved.

9. Immigration Compliance: The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”).

10. Firearms Industry Nondiscrimination: Professional Service Provider certifies, pursuant to 21 O.S. § 1289.31, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not so discriminate during the term of this Agreement. This clause applies only if Professional Service Provider is a company with at least ten (10) full-time employees and the Agreement value is at least \$100,000 paid in whole or in part from BAMA funds.

11. Governing Documents: The parties agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Attachment A to this Contract
- c. Duly Authorized Amendments arising out of this Contract

12. Electronic Signatures:

The Parties agree this transaction may be completed by electronic means and an electronic

signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If the Professional Services Provider signs this Contract electronically and/or submits documents electronically, the Professional Services Provider agrees to comply with the BAMA's requirements for submission of electronically signed and/or submitted documents.

13. Governing Law: This agreement shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

14. Entirety of Agreement: The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

15. Effective Date: This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

Broken Arrow Municipal Authority:

Professional Service Provider:
Oklahoma Water Resources Board (OWRB)

By: Michael Spurgeon
Michael L. Spurgeon, General
Manager

Date: 3/19/2026

Attest: Curtis Green
Secretary [Seal]

Date: 3/20/2026



By: _____

Print Name: Thomas A. Gorman

Title: Chairman

Date: _____

Attest: _____

By: _____

Print Name: Suzanne Landess

Title: Secretary

Date: _____

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
) §
County of _____)

Before me, a Notary Public, on this _____ day of _____ 2026 _____, personally appeared _____, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of Oklahoma Water Resources Board (OWRB) to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

**BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
VERDIGRIS RIVER OXBOW BATHYMETRIC SURVEY
PROJECT NUMBER: 2554620**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Bathymetric Surveying and Related Support Services associated with the Bathymetric Survey at the Verdigris River Oxbow in the Broken Arrow Municipal Authority. Services performed to include a bathymetric survey of the oxbow utilizing a transect spacing of 200 feet along the oxbow that will act as a cross section of that location with added coverage at the water inlet structure for the VRWTP and the inlet/outlet of the oxbow (see EXHIBIT 1 attached). Work performed under the contract shall be performed on a not to exceed contract as requested by the BAMA.

SP- 2.0 SERVICES OF THE BAMA: THE BAMA WILL:

2.1. Furnish to Professional Service Provider all data in its possession, and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the BAMA's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

SP - 3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:

3.1 The Professional Service Provider shall provide hydrographic data of the oxbow connected to the Broken Arrow Verdigris River Water Treatment (VRWTP) Raw Water Pump Station via a bathymetric survey when the oxbow is at or near normal pool elevation to identify any issues relating to possible siltation during periods of heavy flooding in the watershed and asses for potential dredging work. Area and capacity figures as well as one (1) foot contours will be computed using modern hydrographic technology. Hydrographic data will be collected using Differential Global Positioning System (DGPS) for location and a dual frequency Echosounder for depth. A transect spacing of two-hundred (200) feet will be used with increased coverage in areas of interest (i.e., the inlet/outlet to the Verdigris River and the water system intake at the Raw Water Pump Station) as seen in EXHIBIT 1 (attached). Available LIDAR data will be combined with hydrographic data to calculate volumes into the flood and surcharge pool. The hydrographic data provided by the Professional Service Provider will provide a baseline for this moment in time to review in years to come as a reference so BAMA can understand the rate of sedimentation over a period of time. Professional Surveying services shall also include: a full report of maps as well as calculations retrieved from the survey and one (1) foot contours of the oxbow may also be provided in any format. All data, metadata, and maps will be stored with the

Professional Service Provider for future reference and can be made available upon request.

3.2 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF ATTACHMENT A]

EXHIBIT 1



Figure 1. Aerial image of BA Oxbow showing 200 ft transects and centerline for main body with 100 ft transect spacing in areas of concern (intake and inlet/outlet).

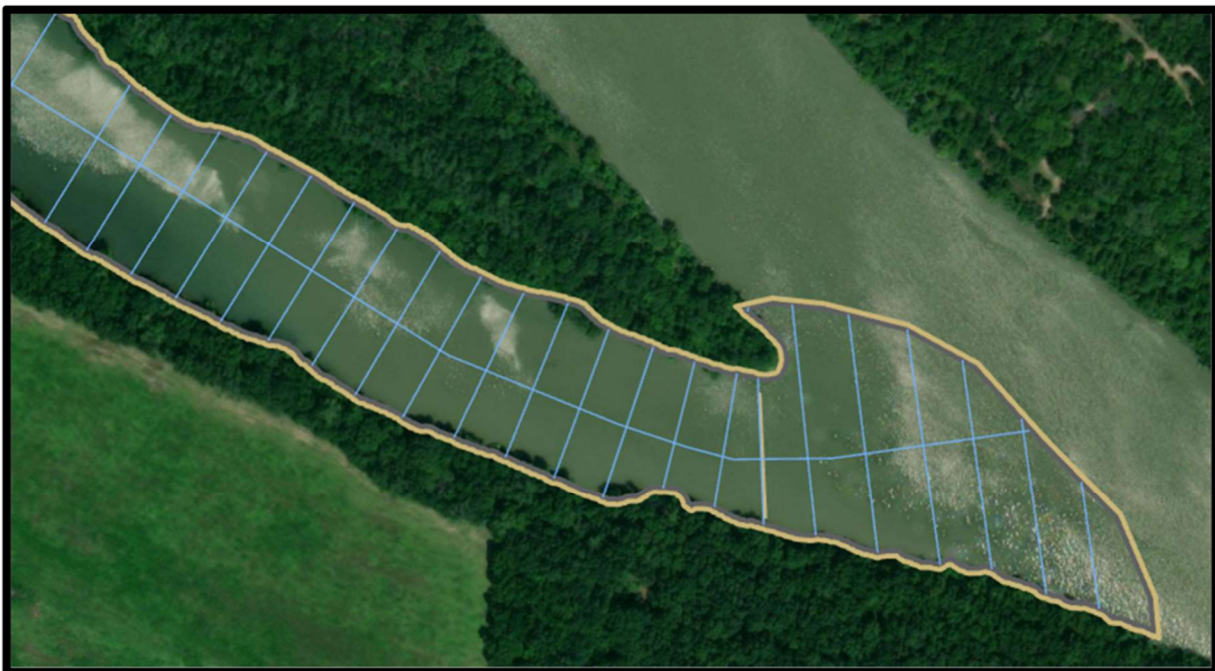


Figure 2. Aerial image of inlet/outlet showing increased coverage with 100 ft transects.



Figure 3. Aerial image of intake showing increased coverage with 100 ft transects.

AGENDA ITEM 3D(2)

AGREEMENT

WITH: East Central University ECU

PURPOSE: Agreement from OWRB and OMES

AMOUNT: \$184.00 per month

TERM: June 1, 2026 through May 31, 2027



This Lease Agreement is made this **19th** day of **May, 2026**, between the **East Central University** (LESSOR), and **Oklahoma Water Resources Board** (LESSEE).

WHEREAS, the LESSOR is providing the LESSEE approximately **220** square feet of **Cubicle** space located at 1100 E. 14th, St, Ada Oklahoma 74820, Oklahoma; as shown on "Attachment A"; and

WHEREAS, LESSEE desires to reimburse the LESSOR for that portion of rental expenses for use of said space;

NOW THEREFORE, it is agreed as follows:

1. This Agreement shall be effective **June 1st, 2026** through **May 31st, 2027**, and may be renewed monthly until cancelled by either party.
2. The LESSEE shall reimburse the LESSOR **\$184.00** per MONTH upon proper presentation of invoicing from LESSOR.
3. The LESSOR shall provide all utilities, and janitorial services for said space. As used herein, utilities shall mean electric, gas, water, and sewer.
4. It is expressly agreed that the LESSEE shall be responsible for any damage to the property caused by visitors and invitees, or by the negligence of its employees.
5. Neither LESSEE nor LESSOR waive any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. § 151 et. seq., common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this agreement.
6. This Agreement may be terminated by either party upon written notice no less than 30 days prior to cancellation.

LESSOR		LESSEE	
Lessor firm name (type or print) East Central University		Lessee firm name (type or print) Oklahoma Water Resources Board	
Signature	Date	Signature	Date
By:		By:	
Name (type or print)		Name (type or print)	
Title (type or print)		Title (type or print)	

State of Oklahoma, by and through its
Oklahoma Office of Management and Enterprise Services

Real Estate and Leasing Services

AGENDA ITEM 3D(3)

AGREEMENT

WITH:

WSB,LLC

PURPOSE:

Change to the contract for engineering services with WSB, LLC extending the contract completion date by one year.

AMOUNT:

no change

TERM:

May 16, 2026 through May 16, 2027



The Work described herein is **not** authorized and **must not** begin until this Change Order is completed and signed by all parties below. This form is required and shall be prepared by the Contractor. All costs must be broken down on Page 2.

GENERAL INFORMATION

Change Order number 1 submitted for approval on the _____ day of _____, _____.

Owner: State of Oklahoma OMES CAM CAP P.O. Box 53448 Oklahoma City, OK 73152-3448 CAP website	CAP project number: CAP25-0166	Purchase order number: 8359004703
	CAP project name: AE Dams Services	
	Address/location: 3800 N Classen Blvd., Oklahoma city, OK 73118	
Using Agency: Oklahoma Water Resources Board	Date of agreement: 10/21/2025	CAP project manager:
	Owner's Representative: OMES CAM CAP	Contractor/Construction Manager/Design-Builder: WSB

REQUESTED BY

Contractor/Construction Manager/Design-Builder. Owner (CAP). Using Agency. Owner's Representative.

REASON FOR CHANGE ORDER

Unforeseen site condition. Work not specified in Contract Documents but essential to completion.
 Scope change. Other: Period of performance for grant funding the project extended.

Change is as follows, including time impact (attach additional pages if necessary):

The time of the project will be extended and the budget percentage for already existing line items will be changed.

PRICE (attach breakdown page)	TIME
Original (<input checked="" type="checkbox"/> Contract Sum/ <input type="checkbox"/> GMP) was: \$800,000.00	Original Substantial Completion Date: 5/16/26
Net change by previous contract modifications: \$0.00	Net change by previous contract modification (calendar days): 365
This Change Order (<input type="checkbox"/> increases/ <input type="checkbox"/> decreases) cost by: \$0.00	This Change Order (<input checked="" type="checkbox"/> increases/ <input type="checkbox"/> decreases) time by (calendar days): 365
New (<input checked="" type="checkbox"/> Contract Sum/ <input type="checkbox"/> GMP) is: \$800,000.00	Revised Substantial Completion Date: 5/16/27

By executing this Change Order, the Owner, Using Agency and Contractor agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with OMES CAP Form A201, General Conditions of the Contract for Construction. Not valid until executed by all parties.

SIGNATURES OF PREAPPROVAL

CAP representative name	Signature	Date
-------------------------	-----------	------

SIGNATURES OF APPROVAL

Contractor authorized representative name	Signature	Date
Owner's representative authorized representative name	Signature	Date
Using Agency authorized representative name	Signature	Date

GL unit	Program code	Account	Subaccount	Fund type	Class fund	Department	Budget ref.	Operating unit
---------	--------------	---------	------------	-----------	------------	------------	-------------	----------------

Federal funding involved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Attach Funding Change Order Request (CAP Form 10A) if necessary.	
Owner authorized representative name	Signature	Date

BREAKDOWN

If change order is \$10,000 or greater, subcontractor invoices **must** be included with breakdowns of labor, materials, tax, overhead and profit.

1. Materials	Units	Unit cost	Total
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Subtotal (1)			\$ 0.00
2. Labor	Hours	Hourly cost	Total
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Subtotal (2)			\$ 0.00
3. Equipment	Hours	Hourly cost	Total
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Subtotal (3)			\$ 0.00
4. Subcontractors, if applicable (list each)			Total
Subtotal (4)			\$ 0.00
5. Bonds, insurance and miscellaneous fees			Total
Subtotal (5)			\$ 0.00
Totals			
1. Sum of subtotals (1), (2) and (3).			\$ 0.00
2. Contractor/Construction Manager/Design-Builder profit of 10% multiplied by Line Item 1.			\$ 0.00
3. Subtotal (4 + 5).			\$ 0.00
Total Change Order (add line items 1, 2 and 3)			\$ 0.00

Amendment Memo

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 12/08/2025



FEMA has made an amendment to your award: EMW-2024-GR-05063. The change to your grant was reviewed and is hereby approved as specified below. All other terms and conditions of the grant remain unchanged.

Period of performance amendment

FEMA has reviewed the possible change to the period of performance. After careful consideration and a thorough review of the supporting documentation and justification(s), the extension has been approved. Here are the approved dates for the extension:

- New period of performance: from 05/17/2024 through 05/16/2027.
 - Changed from: 05/17/2024 through 05/16/2026
- New liquidation deadline: 09/13/2027.
 - Changed from: 09/13/2026
- New closeout reporting deadline: 09/13/2027.
 - Changed from: 09/13/2026

Your amended award package is included below. The amended award package incorporates changes approved in this amendment as well as any previously approved amendments.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 12/08/2025



Cleve Pierce
OKLAHOMA WATER RESOURCES BOARD
3800 NORTH CLASSEN BOULEVARD
OKLAHOMA CITY, OK 73118

EMW-2024-GR-05063

Dear Cleve Pierce,

Congratulations on behalf of the Department of Homeland Security, your application submitted for the Fiscal Year (FY) 2024 Fall National Dam Safety Program State Assistance grant program, has been approved in the amount of \$1,443,853.00 in Federal funding. This award of federal assistance is executed as a Grant.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- Fiscal Year (FY) 2024 Fall National Dam Safety Program State Assistance Notice of Funding Opportunity

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A rectangular box containing a handwritten signature in black ink. The signature appears to read "David McCoy".

David McCoy
CGMS
Grant Operations Branch Chief

Award Summary

Program: Fiscal Year 2024 National Dam Safety Program

Recipient: OKLAHOMA WATER RESOURCES BOARD

UEI-EFT: E5KGD1NYA1S5

Award number: EMW-2024-GR-05063

Summary description of award

The Fall NDSP State Assistance award supports the state in the establishment, maintenance, and improvement of effective dam safety programs to ensure dam safety and to protect human life and property.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this amended award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$161,054.40
Fringe benefits	\$109,710.25
Travel	\$0.00
Equipment	\$9,000.00
Supplies	\$500.00
Contractual	\$1,030,170.89
Construction	\$0.00
Other	\$0.00
Indirect charges	\$133,417.46
Federal	\$1,443,853.00
Non-federal	\$0.00
Total	\$1,443,853.00
Program Income	\$0.00

Approved scope of work

FEMA has approved the below scope of work. Differences between the approved scope of work in this amendment and the previously approved scope of work are justified below. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 NDSP NOFO.

Approved request details:

Project

Supplies				
DESCRIPTION				
GPS Camera				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$500.00	\$500.00	Supplies

Fringe benefits				
DESCRIPTION				
Fringe				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$109,710.25	\$109,710.25	Fringe benefits

Personnel				
DESCRIPTION				
Personnel				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$161,054.40	\$161,054.40	Personnel

Contractual

DESCRIPTION

Contractual

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$1,030,170.89	\$1,030,170.89	Contractual

Equipment

DESCRIPTION

Survey equipment

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$9,000.00	\$9,000.00	Equipment

Indirect expenses

Indirect expenses

DESCRIPTION

Indirect expenses

QUANTITY	UNIT PRICE	TOTAL
1	\$133,417.46	\$133,417.46

BUDGET CLASS

Indirect charges

Agreement Articles

Program: Fiscal Year 2024 National Dam Safety Program

Recipient: OKLAHOMA WATER RESOURCES BOARD

UEI-EFT: E5KGD1NYA1S5

Award number: EMW-2024-GR-05063

Table of contents

Article 1	Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications
Article 2	General Acknowledgements and Assurances
Article 3	Acknowledgement of Federal Funding from DHS
Article 4	Activities Conducted Abroad
Article 5	Age Discrimination Act of 1975
Article 6	Americans with Disabilities Act of 1990
Article 7	Best Practices for Collection and Use of Personally Identifiable Information
Article 8	Civil Rights Act of 1964 – Title VI
Article 9	Civil Rights Act of 1968
Article	Copyright
10	
Article	Debarment and Suspension
11	
Article	Drug-Free Workplace Regulations
12	
Article	Duplicative Costs
13	
Article	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
14	
Article	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety
15	
Article	Energy Policy and Conservation Act
16	
Article	False Claims Act and Program Fraud Civil Remedies
17	
Article	Federal Debt Status
18	
Article	Federal Leadership on Reducing Text Messaging while Driving
19	
Article	Fly America Act of 1974
20	
Article	Hotel and Motel Fire Safety Act of 1990
21	
Article	John S. McCain National Defense Authorization Act of Fiscal Year 2019
22	
Article	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
23	
Article	Lobbying Prohibitions
24	
Article	National Environmental Policy Act
25	
Article	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
26	
Article	Non-Supplanting Requirement
27	
Article	Notice of Funding Opportunity Requirements
28	
Article	Patents and Intellectual Property Rights
29	
Article	Procurement of Recovered Materials
30	
Article	Rehabilitation Act of 1973
31	

Article	Reporting of Matters Related to Recipient Integrity and Performance
32	
Article	Reporting Subawards and Executive Compensation
33	
Article	Required Use of American Iron, Steel, Manufactured Products, and Construction
34	Materials
Article	SAFECOM
35	
Article	Terrorist Financing
36	
Article	Trafficking Victims Protection Act of 2000 (TVPA)
37	
Article	Universal Identifier and System of Award Management
38	
Article	USA PATRIOT Act of 2001
39	
Article	Use of DHS Seal, Logo and Flags
40	
Article	Whistleblower Protection Act
41	
Article	Environmental Planning and Historic Preservation (EHP) Review
42	
Article	Applicability of DHS Standard Terms and Conditions to Tribes
43	
Article	Acceptance of Post Award Changes
44	
Article	Disposition of Equipment Acquired Under the Federal Award
45	
Article	Prior Approval for Modification of Approved Budget
46	
Article	Indirect Cost Rate
47	

Article 1 Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2 General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3 Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4 Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 11	Debarment and Suspension Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplicative Costs Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

<p>Article 18</p>	<p>Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)</p>
<p>Article 19</p>	<p>Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.</p>
<p>Article 20</p>	<p>Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.</p>
<p>Article 21</p>	<p>Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.</p>
<p>Article 22</p>	<p>John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.</p>
<p>Article 23</p>	<p>Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.</p>

Article 24 **Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25 **National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26 **Nondiscrimination in Matters Pertaining to Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27 **Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28 **Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29 **Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 30 Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31 Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32 Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33 Reporting Subawards and Executive Compensation For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. **Waivers** When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. **Definitions** The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35

SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
Article 38	Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42 Environmental Planning and Historic Preservation (EHP) Review DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43 Applicability of DHS Standard Terms and Conditions to Tribes The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44 Acceptance of Post Award Changes In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45 Disposition of Equipment Acquired Under the Federal Award For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46 **Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47 **Indirect Cost Rate** 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Obligating document

1. Agreement No. EMW-2024-GR-05063	2. Amendment No. 1	3. Recipient No. 736017987	4. Type of Action AMENDMENT	5. Control No. TX00064N2024T		
6. Recipient Name and Address OKLAHOMA WATER RESOURCES BOARD 3800 N CLASSEN BLVD STE 100 OKLAHOMA CITY, OK 73118		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Cleve Pierce		9a. Phone No. 405-5308800	10. Name of FEMA Project Coordinator National Dam Safety Program Grant Program		10a. Phone No. 1-877-585-3242	
11. Effective Date of This Action 12/08/2025		12. Method of Payment OTHER - FEMA GO		13. Assistance Arrangement OTHER		14. Performance Period 05/17/2024 to 05/16/2027 Budget Period 05/17/2024 to 05/16/2027
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
NDSP	97.041	2024-IF-NE01 - R062-xxxx-4101-D	\$1,443,853.00	\$0.00	\$1,443,853.00	See Totals
Totals			\$1,443,853.00	\$0.00	\$1,443,853.00	\$0.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) (Recipients are not required to sign and return copies of this document. However, recipients should keep a copy of this documents for their records.)						
18. FEMA SIGNATORY OFFICIAL (Name and Title) ALEXANDRA DANIELS, Assistance Officer					DATE 12/08/2025	

AGENDA ITEM 3D(4)

AGREEMENT

WITH: Oklahoma Rural Water Association

PURPOSE: Agreement between OWRB and Oklahoma Rural Water Association for training and education for board members of rural water districts and not-for-profit rural water corporations throughout the state.

AMOUNT: Not to exceed \$84,000.00

TERM: July 1, 2026 through June 30, 2027

**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 2026, 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, 2026, or the date all necessary signatures and approvals are obtained, whichever is later. Once effective, it shall continue in effect through June 30, 2027.

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, Oklahoma 73118

OKLAHOMA RURAL WATER
ASSOCIATION

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

Tom Gorman, Chairman Date

 4-8-2026
Jimmy Seago, Chief Executive Officer Date

ATTEST:

Secretary

(SEAL)

**

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

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

Notary Public

(SEAL)

My commission expires:

ATTACHMENT A

STATEMENT OF WORK

BOARD MEMBER TRAINING (July 1, 2026- June 30, 2027)

BOARD MEMBER TRAINING:

Curriculum for board member training sessions will be developed in coordination with the OWRB and will include financing, law and the ethics, duties, and responsibilities of board members. Training will conform to the requirements of Title 82 O.S. § 1324.16, which requires training for all directors of rural water districts and non-profit rural water corporations. Workshops will be held in each of the four quadrants of the state if available. Training facilities will be utilized that are as equidistant as possible to board members' residences.

An instructor currently employed by ORWA will be responsible for planning, coordinating, and conducting board member training. The instructors have experience in water system management and are well informed on the legal, regulatory, and financial responsibilities of decision makers and management personnel.

The convenience of board members will be a priority consideration in scheduling training sessions. Training sessions will be conducted for various locations throughout the state to minimize time and expense for attendees. Vocational-technical schools, water system offices and other public facilities will be utilized for training. Most board member training sessions will be scheduled during the evening hours to avoid interference with board members' jobs or work. The instructor will cooperate as much as possible with system requests in scheduling training.

Services to be provided under this contract include regular board training workshops, regional board training workshops, and virtual board training workshops. Regular board training sessions consist of traditional board training classes held at rural water district offices, technology centers, or other publicly accessible venues, typically held during after work hours over the course of two evenings.

Regional board training workshops are larger, all-day seminars held at technology centers, convention halls or other locations and may involve the participation of other partner entities such as the OWRB, DEQ, USDA-RD, or other entities involved in the water / wastewater industry.

Virtual board training workshops are 6-hour classes conducted via a video conferencing service such as Microsoft Teams or Zoom. Virtual workshops shall be limited to no more than 2 sessions per year, with a maximum attendance of 20 participants per session. Virtual workshops will be scheduled and held at the sole discretion of ORWA.

Signature: 
Lori Johnson (Apr 13, 2026 14:26:04 CDT)
Email: lori.johnson@owrb.ok.gov

ORWA will be responsible for the development and preparation of lesson plans, manuals, and handout materials necessary for carrying out the training services. All lesson plans, hand-outs, manuals, books, guides, and other material developed by ORWA are the property of ORWA for its exclusive use and shall be retained by ORWA at the end of the contract period. All handouts, manuals, books, guides, signage, and other materials shall note on the cover/heading that the training/workshop sessions are provided/sponsored by the Oklahoma Water Resources Board Financial Assistance Division.

THE FOLLOWING ITEMS ARE INCLUDED IN UNIT AND HOURLY COST

TRAVEL: Travel expenses include mileage, lodging, per diem, tolls and other travel expenses associated with providing technical training and education services. *Also* included is travel to NRWA in-service training. Travel expenses will be documented with mileage logs and copies of receipts for lodging and tolls. Travel must be approved by OWRB.

TRAINING MATERIALS AND EQUIPMENT: This category includes the printing, reproduction, and distribution of Project materials, such as training session notices and agendas, guides, hand-outs, and booklets and the purchase of audio/visual equipment.

INDIRECT COSTS: Association accounting, administrative and secretarial support, vehicles, maintenance and repairs, office space, utilities, insurance, office equipment and other such association expenses connected with carrying out the training and education will be charged as indirect expenses to the Project.

UNIT PRICE

OWRB shall compensate ORWA for completed board training workshops at the following rates:

Each board regular member training session shall be compensated at \$1,200 per session.

Each regional board training event shall be compensated at \$3,600 per session.

Each virtual board training event shall be compensated at \$1,200 per session.

Total Not to Exceed \$84,000.00

Signature:
Email: lori.johnson@owrb.ok.gov

Signature: 
Sara Gibson (Apr 9, 2026 08:53:40 CDT)
Email: sara.gibson@owrb.ok.gov

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

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

AGENDA ITEM 3D(5)

AGREEMENT

WITH: Arbitrage Compliance Specialist, Inc.

PURPOSE: Agreement between OWRB and Arbitrage Compliance Specialist, Inc. for arbitrage services in connection with the issuance of the state government entity obligations and indebtedness for OWRB loan programs.

AMOUNT: Not to exceed \$35,000.00

TERM: July 1, 2026 through June 30, 2027

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, 2026, 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, 2026 until June 30, 2027, unless sooner terminated pursuant to paragraph 6 below. PROVIDED HOWEVER, the contract may be extended beyond June 30, 2027 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
6065 S Quebec St. #201, Centennial, 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, 2026.

Arbitrage Compliance Specialists, Inc

Name	Title	Date
------	-------	------

ATTEST:

Name	Title	Date
------	-------	------

OKLAHOMA WATER RESOURCES BOARD (“OWRB”)

Chairman – Thomas A. Gorman	Date
-----------------------------	------

ATTEST:

Secretary (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 2027 Fiscal Year (July 1, 2026 to June 30, 2027):

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

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 2027 Fiscal Year (July 1, 2026 to June 30, 2027):

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
- \$53,810,000 State Loan Program Revenue Bonds, Series 2025B
- \$262,725,000 State Loan Program Revenue Bonds, Series 2025C

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
- \$160,000,000 Drinking Water State Revolving Fund Revenue Bonds, Series 2025
- \$175,000,000 Clean Water State Revolving Fund Revenue Bonds, Series 2025A

Signature: 
Lori Johnson (Mar 25, 2026 13:13:47 CDT)
Email: lori.johnson@owrb.ok.gov

Signature: 
Sara Gibson (Mar 25, 2026 13:00:14 CDT)
Email: sara.gibson@owrb.ok.gov

Signature: 
Jessica Billingsley (Mar 25, 2026 13:03:31 CDT)
Email: jessica.billingsley@owrb.ok.gov

Signature: 
Anil Pillai (Mar 25, 2026 13:03:31 CDT)
Email: anil.pillai@owrb.ok.gov

AGENDA ITEM 3D(6)

AGREEMENT

WITH:

BondLink, Inc.

PURPOSE:

Agreement between OWRB and BondLink, Inc., for investor support services for OWRB bond issuances.

AMOUNT:

Not to exceed \$2,400.00

TERM:

May 16, 2026 through May 16, 2027

ISSUER USER AGREEMENT

This Issuer User Agreement dated as of the Effective Date as set forth on the signature page hereto (and together with the BondLink Terms of Service and Privacy Policy, the “**Agreement**”) is entered into between BondLink, Inc. (“**BondLink**,” “**we**,” “**us**” or “**our**”) and the Issuer, as defined in Schedule A, (“**you**,” “**your**” or “**Issuer User**”). You and BondLink are also sometimes referred to in this Agreement individually as a “**party**” and collectively as the “**parties**”.

The Agreement governs access to and use of the Services (as defined below) by Issuer and the Issuer’s website as set forth in Schedule A hereto (the “**Site**”). The debt management and investor relations platform, BondLink Content (as defined below), products, and services made available by BondLink, including without limitation, on or through the BondLink platform and the Site is collectively referred to herein as the “**Services**”. Any new features or tools which are added to the current Services shall be also subject to the Agreement.

TERMS OF SERVICE AND PRIVACY POLICY. By entering into the Agreement, you are indicating that you have read the Agreement and all applicable terms and conditions of our Terms of Service and Privacy Policy which are each incorporated herein by reference and made an integral part of the Agreement and, you hereby accept, without limitation or qualification, and agree to be bound by, all of the terms and conditions of the Agreement. Each of the Terms of Service and Privacy Policy may be amended from time to time and such amended provisions shall be incorporated herein, upon your electronic acceptance of such terms. In the event there is any conflict between the Terms of Service and this Issuer User Agreement, the provisions of this Issuer User Agreement shall apply. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Terms of Service.

ACCOUNT REGISTRATION AND RESPONSIBILITIES.

1. To access and use the Services, you must register for a BondLink account and you represent and warrant that all information provided to BondLink in connection with the Agreement, including in the process of registration for the Services, is true, accurate, and complete.
2. If you are creating an account on behalf of your employer, your employer shall be the “**Issuer User**,” “**you**” or “**yours**” for purposes of the Agreement. Such employee hereby represents and warrants that he/she is your employee or agent and has the legal authority to bind you to the Agreement.
3. You can create one or more employee accounts allowing your authorized employees to access the Account for internal use only. You can also request that BondLink provide access to your Account for your advisors, such as financial advisors and counsel. Please contact support@bondlink.com to create accounts for advisors. Your authorized employees, representatives, advisors, consultants, and agents are called “**Representatives**”.
4. The Issuer User is responsible and liable for the acts, omissions and defaults from use by its Representatives of the Services and such Representative’s compliance with the terms and

conditions of the Agreement as if they were the Issuer User's own acts, omissions or defaults.

5. If you will be using a URL or domain that is not registered to nor provided by us, you represent and warrant that you have all necessary rights to deploy, access, and provide the Services via such URL or domain, including any rights that must be granted to us, and by using the Services with any URL or domain grant us any such rights for the Services Term. If using a domain name procured through BondLink, domain registration will automatically renew each year so long as your Account remains active. It is your sole responsibility to cancel this renewal. The URL and domain specific to the Services for you is listed on Schedule A hereto.

YOUR CONTENT.

1. By using our Services to publish and display financial and operating information, historical debt information, financial statements, expenditure reports, other financial and economic data, your business name(s), trademarks, service marks or logos (collectively, "**Your Content**"), you agree to allow (a) any internet user to view Your Content that you post publicly to your Site and (b) BondLink to store, and in the case of Your Content that has been publicly posted to your Site, to display and use Your Content.
2. As between you and BondLink, you own all right, title and interest in Your Content. However, by making Your Content publicly available on your Site, you acknowledge and agree that Your Content will be available to the general public.
3. You represent and warrant to us that you have all necessary rights to distribute Your Content, either because you are the author and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of Your Content.
4. You upload and publish Your Content via the Services at your own risk. BondLink has no ability – in the absence of a specific grant of authority by you – to publish, maintain, or communicate any of Your Content. In the event that you request BondLink assist you with uploading Your Content to the Site, you acknowledge and agree that you are responsible for Your Content to the same extent as if you uploaded it directly.
5. You acknowledge and agree that (a) BondLink has not prepared or developed any of Your Content; (b) BondLink does not view or monitor Your Content; and (c) you have sole responsibility for the accuracy and quality of Your Content and for ensuring that your collection and use of Your Content complies with Applicable Law, including those related to data privacy and transmission of personal data.
6. You hereby grant to us and our authorized personnel a worldwide, royalty-free, fully-paid, non-exclusive, transferable and sublicensable license to copy, publicly perform, publicly display, publish, distribute, analyze and otherwise exploit Your Content as we in our sole and absolute discretion deem appropriate.

REPRESENTATIONS.

BondLink represents and warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards. For any breach of this warranty, Your exclusive remedy and BondLink's entire liability will be the re-performance of the applicable work. If BondLink is unable to perform such work as warranted, You will be entitled to recover all fees paid to BondLink for such work that is not compliant with the standards above, provide that such amount shall in no event exceed the fees paid by You within the prior 12 month period. You must make any claim under the foregoing warranty to BondLink in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

TERM & TERMINATION.

1. The term of this Agreement will be as set forth on Schedule A ("Services Term"). The Services Term commences on the Effective Date and will automatically renew on the anniversary thereof until either party terminates the Agreement as set forth herein.
2. Either party may terminate the Agreement at the end of a Services Term, for any reason or no reason, by providing notice to the other party at least thirty (30) days before the end of the Services Term. Either party may also terminate this Agreement for material breach of this Agreement by the other party by giving written notice to the defaulting party ("Breach Notice") and, in the case of breaches capable of cure, allowing a thirty (30) day period from the date of the Breach Notice to cure the breach. Your (i) failure to pay any fees under the Agreement when due and (ii) you or your Representatives breach of the Restrictions on Use shall be deemed a material breach of the Agreement.
3. Unless you and BondLink agree otherwise, for a period of thirty (30) days after termination for any reason, BondLink will make available to you for download in a mutually agreeable format Your Content and any other records stored in your Account. After such thirty (30) day period, BondLink will have no obligation to retain or provide you with access to Your Content and any other records stored in your Account, except as required by Applicable Law.

PRIVACY OF PERSONAL INFORMATION COLLECTED FROM PROSPECTIVE INVESTORS AND SITE TERMS OF USE. Your use of the Services is solely at your discretion. BondLink will not make any of your registration information available to a prospective investor and prospective investors have complete control and discretion whether or not to share with you their personal or financial information ("Personal Information"). You represent to BondLink that you will comply with all Applicable Law, including when interacting with prospective investors. You acknowledge and agree that BondLink cannot be and shall not be responsible for any violations of those laws by you using the Services. You represent that you have all necessary rights and permissions to allow BondLink to process, store, and transfer any

data provided by you to BondLink for the provision of the Services. BondLink has a [Privacy Policy](#) disclosing what information we collect about visitors, including prospective investors, to the Site and registered users of the Services, how we use such information, and the steps we take to secure such information.

PAYMENT OF FEES. You will pay fees for the Services as set forth on Schedule B. The Fees for the Service are equal to the sum of the start-up fees, subscription fees and cost of issuance fees as set forth on Schedule B hereto (together with any other fees, “Fees”). Terms and conditions of payment as set forth on Schedule B hereto and incorporated herein.

ASSIGNMENT; THIRD-PARTY BENEFICIARIES. The Issuer shall not be permitted to assign or transfer this Agreement without the prior written consent of the BondLink. Except for BondLink and the Issuer, no person or entity who is not party to this Agreement shall have any right to enforce any term of this Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. This does not affect any permitted assignee or transferee.

NOTICES. Any notices provided by BondLink under this Agreement may be delivered to you via U.S. mail or to the email address(es) set forth on Schedule A. You hereby consent to receive notice from BondLink through the foregoing means, and such notices will be deemed effective when sent if on a business day, and if not sent on a business day then on the next business day. Any notices to BondLink under this Agreement must be delivered via first class registered U.S. mail, overnight courier, to the address on Schedule A.

ELECTRONIC COMMUNICATIONS AND SIGNATURES. You agree to the use of electronic communication in order to enter into agreements, and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Services. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction that require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable law.

[SIGNATURE PAGE TO FOLLOW]

The parties have caused this Issuer User Agreement to be executed by their respective duly authorized signing officers as of this 30th day of June, 2026 (the “Effective Date”).

BONDLINK, INC.

By: _____
Title:

State of Oklahoma

By: _____
Title:

SCHEDULE A

1. Issuer: Oklahoma Water Resource Board
2. Website URL:
<https://www.owrbonds.com/oklahoma-water-resources-board-bonds-ok/bonds/i2516>
3. Services Term: Annual
4. Notice Addresses:

To Issuer: State of Oklahoma Water Resource Board

3800 N Classen Blvd

Oklahoma City, Oklahoma 73118

United States

To BondLink: BondLink
9 Channel Center St, 6th Floor
Boston, MA 02210

Schedule A

SCHEDULE B

Fees for the Services are equal to the sum payable as set forth below. Fees do not include hard copy printing of offering documents or other materials. BondLink uses a third-party service for printing hard copies and will pass through the direct costs to the Issuer User if printed copies are requested.

Fee Schedule:

1. Subscription Fees Per Site: \$200 per month (or \$2,400 per year)

2. Cost of Issuance Fees:
 - a) In connection with the negotiated or competitive sale and/or issuance of bonds or certificates of participation by or for the benefit of the Issuer or any affiliate thereof at any time during the Service Term regardless of whether the Issuer utilized all available features of the Services, including without limitation, direct purchases, private placement or similar transactions:

Par Amount Issued	Rate per Bonds (per \$1,000)
I First \$0 and up to \$10 million	\$0.50
II Over \$10 million and up to \$50 million	\$0.10 (plus I if applicable)
III Over \$50 million and up to \$100 million	\$0.06 (plus I & II if applicable)
IV Above \$100 million	\$0.02 (plus I, II & III if applicable)

- b) All short-term notes issued (BANs, RANs, etc.): \$3,500

3. RFP Fees:
 - a) For private loans, capital leases or similar transactions procured through BondLink's RFP tool: \$3,500

 - b) For professional services procured through BondLink's RFP tool: \$0

PAYMENT TERMS AND CONDITIONS

Schedule B

1. You must keep a valid payment method on file with BondLink to pay for all Fees and BondLink will charge you applicable Fees via any payment method you authorize through the Services Term.
2. All Fees are exclusive of applicable federal, state, local and other taxes, including withholdings. You are responsible for paying any and all of such taxes.
3. All invoices are denominated, and you must pay, in U.S. Dollars. Payments are due no later than thirty (30) days past an invoice date. For accounts in arrears, if any amount is more than thirty (30) days overdue, without the requirement of providing notice of such arrears, BondLink may suspend service to such account and bring legal action to collect the full amount due, including any attorneys' fees and costs. Further, to the extent permitted by applicable law, if you fail to make any payment when due, BondLink may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any user agreement, or (3) the maximum rate permitted under applicable law.
4. If you or BondLink terminates this Agreement prior to the end of a Services Term, your Subscription Fees will be prorated to the date of termination, if applicable, and you will be refunded any amounts paid in advance. Cost of Issuance and Start-Up Fees are not refundable.
5. If you choose to use a third-party payment processor (the "**Payment Processors**") for payment of the Fees, a payment account will be linked to your Account and this provision will apply. The processing of payments may be subject to the terms, conditions and privacy policies of the Payment Processors in addition to the Agreement. We are not responsible for error by the Payment Processors. You agree to pay us, through the Payment Processors, all charges at the prices then in effect for any use of such paid access to the Services in accordance with the applicable payment terms and you authorize us, through the Payment Processors, to charge your chosen payment provider.

Signature: 
Lori Johnson (Apr 3, 2026 15:10:29 CDT)
Email: lori.johnson@owrb.ok.gov

Signature: 
Sara Gibson (Apr 3, 2026 10:28:56 CDT)
Email: sara.gibson@owrb.ok.gov

Signature: 
Jessica Billingsley
Email: jessica.billingsley@owrb.ok.gov

Signature: 
Anil Pillai
Email: anil.pillai@owrb.ok.gov

Schedule B

AGENDA ITEM 3D(7)

AGREEMENT

WITH: Crawford & Associates, P.C.

PURPOSE: Professional Services Engagement Letter with Crawford & Associates, P.C., to provide account services related to the Board's financial assistance programs.

AMOUNT: Not to exceed \$750,000.00

TERM: July 1, 2026 through June 30, 2027



March 23, 2026

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, 2026. 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 (SSARs) 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 SSARs:

- 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 \$150, 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 \$85,000, however we will only bill for actual time and material costs incurred.


The term of this engagement is a period from July 1, 2026 through June 30, 2027. 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: _____

March 23, 2026

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
- Other Specific Services Upon Request

Initial Services Requested

Other Specific Services Upon Request:

- Initial research and development of parameters for OWRB's new "CFO to Go" program including, but not limited to, continued development of initial application template, continued development of the evaluation and ranking of applications template, continued development of the services to be performed template, and deliverables and expectations from service providers, along with any other parameters that the OWRB desires to place within the program
- The provision of services related to assistance with the preparation of annual financial statements within the CFO to Go program to cities and towns that the OWRB selects from its application process

Initial Services Requested

In conjunction with the initial services requested 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 all of these 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 the 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.

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, if any, 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 will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President \$275
- Shareholders \$190
- Senior Managers \$170
- Managers \$150
- Senior Professional Staff \$130
- Professional Staff \$90
- Clerical Staff \$60

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, 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 your 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 not exceed \$750,000. However, we will only bill for actual time and material costs incurred.

The term of this engagement is a period from July 1, 2026, through June 30, 2027. 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: _____

Signature: 
Lon Johnson (Mar 25, 2026 12:57:36 CDT)
Email: lori.johnson@owrb.ok.gov

Signature: 
Sara Gibson (Mar 25, 2026 12:54:10 CDT)
Email: sara.gibson@owrb.ok.gov

Signature: 
Jessica Billingsley
Email: jessica.billingsley@owrb.ok.gov

Signature: 
Anil Pillai (Mar 25, 2026 12:48:14 CDT)
Email: anil.pillai@owrb.ok.gov

AGENDA ITEM 3D(8)

AGREEMENT

WITH: Crawford & Associates, P.C.

PURPOSE: Professional Services Engagement Letter with Crawford & Associates, P.C., to provide CFO-To-Go services related to the Board's financial assistance programs.

AMOUNT: \$750,000.00

TERM: July 1, 2026 through June 30, 2027



March 23, 2026

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
- Other Specific Services Upon Request

Initial Services Requested

Other Specific Services Upon Request:

- Initial research and development of parameters for OWRB's new "CFO to Go" program including, but not limited to, continued development of initial application template, continued development of the evaluation and ranking of applications template, continued development of the services to be performed template, and deliverables and expectations from service providers, along with any other parameters that the OWRB desires to place within the program
- The provision of services related to assistance with the preparation of annual financial statements within the CFO to Go program to cities and towns that the OWRB selects from its application process

Initial Services Requested

In conjunction with the initial services requested 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 all of these 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 the 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.

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, if any, 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 will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President \$275
- Shareholders \$190
- Senior Managers \$170
- Managers \$150
- Senior Professional Staff \$130
- Professional Staff \$90
- Clerical Staff \$60

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, 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 your 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 not exceed \$750,000. However, we will only bill for actual time and material costs incurred.

The term of this engagement is a period from July 1, 2026, through June 30, 2027. 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(9)

AGREEMENT

WITH: Arledge & Associates, P.C.

PURPOSE: Professional Services Engagement Letter with Arledge & Associates, P.C., to provide auditing services related to the Board's financial assistance programs for CWSRF and DWSRF Loan Administrative Funds Audits.

AMOUNT: \$8,400.00

TERM: Minimum of five (5) years



AUDIT ENGAGEMENT LETTER CWSRF AND DWSRF LOAN ADMINISTRATIVE FUNDS AUDITS

January 16, 2026

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, 2026.

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, 2026. 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, 2026.

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 \$8,400. 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.

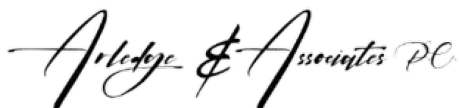
Cost of Consequential Damages

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, 2026

1. Copies of the internal financial statements for the CWSRF and DWSRF Loan Administrative Funds as of June 30, 2026.
2. Trial balances for CWSRF and DWSRF Loan Administrative Funds as of June 30, 2026.
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, 2026 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, 2026.
13. Copy of the EPA Indirect Cost Rate Agreement Letter stating the effective IDC rate for FY-2026.
14. Copy of the CWSRF and DWSRF Program Payment Receipt Ledger worksheets (an Excel document) for August and September 2026.
15. Access to all other supporting documentation as necessary.



AGENDA ITEM 3D(10)

AGREEMENT

WITH: Arledge & Associates, P.C.

PURPOSE: Professional Services Engagement Letter with Arledge & Associates, P.C., to provide auditing services related to the Board's financial assistance programs for Revenue Bond Issues Audit.

AMOUNT: \$8,300.00

TERM: Minimum of five (5) years



AUDIT ENGAGEMENT LETTER REVENUE BOND ISSUES AUDIT

January 16, 2026

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, 2026.

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, 2026. 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, 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, 2025B, 2025C, 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, 2026.

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 \$83,000. 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.

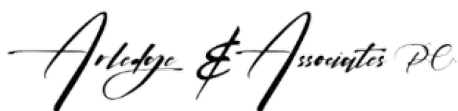
Cost of Consequential Damages

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 – STATE REVOLVING FUND AND BOND ISSUE AUDITS June 30, 2026

- 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, 2026.
- 6) Trial balance for the SRF program and each of the Bond Issue programs as of June 30, 2026.
- 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, 2026.
 - 33) Schedule of loans issued / closed during FY-2026.



AGENDA ITEM 3D(11)

AGREEMENT

WITH: Arledge & Associates, P.C.

PURPOSE: Professional Services Engagement Letter with Arledge & Associates, P.C., to provide auditing services related to the Board's financial assistance programs for FAP Administration Fund Audit.

AMOUNT: \$6,300.00

TERM: Minimum of five (5) years



AUDIT ENGAGEMENT LETTER FAP ADMINISTRATION FUND

January 16 2026

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, 2026.

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, 2026. 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, 2026.

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 \$6,300. 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.

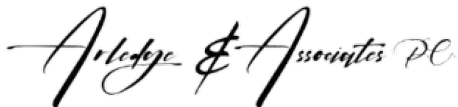
Cost of Consequential Damages

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, 2026

- 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, 2026.
- 6) Trial balance for the Program as of June 30, 2026.
- 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(12)

AGREEMENT

WITH: Arledge & Associates, P.C.

PURPOSE: Professional Services Engagement Letter with Arledge & Associates, P.C., to provide auditing services related to the Board's financial assistance programs for the Oklahoma Clean Water State Revolving Fund Loan Account Program financial statements and Uniform Guidance Single Audit.

AMOUNT: \$32,200.00

TERM: Minimum of five (5) years



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

January 16, 2026

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, 2026.

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, 2026. 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, 2026.

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 \$30,200 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 required 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.

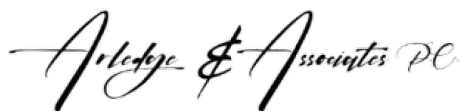
Cost of Consequential Damages

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, 2026

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, 2026.
6. Trial balance for the SRF program and each of the Bond Issue programs as of June 30, 2026.
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-2026 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, 2026.
 33. Schedule of loans issued / closed during FY-2026.
 34. Prepare a schedule of expenditures of federal awards with federal expenditures broken out by C.F.D.A. number.



AGENDA ITEM 3D(13)

AGREEMENT

WITH:

OMES

PURPOSE:

Lease agreement between OWRB and OMES Real Estate and Leasing Services for warehouse space and outdoor lot.

AMOUNT:

\$38,920.24

TERM:

July 1, 2026 through June 30, 2027



**Real Estate and Leasing Services
LEASE AGREEMENT**

THIS LEASE AGREEMENT is entered this **24th** day of **April, 2026** between THE STATE OF OKLAHOMA, by the OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES (the "LESSOR"), and the **OKLAHOMA WATER RESOURCES BOARD** (the "LESSEE"), (collectively, the "Parties").

The Parties mutually desire to enter into a lease agreement for the premises described herein upon the following terms, payments, and provisions. Therefore, it is agreed between the Parties as follows:

1. PREMISES. The LESSOR hereby leases to the LESSEE the following premises:

CAM State Surplus (Building Name)
300 S. Miller Place (Room/Suite, and Street Address)
Oklahoma City, OK 73108 (City, State and Zip)

consisting of **1,568 MOL Square Feet** to be used for general purpose office space on **1st floor. 5,529 MOL Square Feet** to be used for warehouse space. **21,530 MOL Square Feet** to be used for outdoor lot space, east of warehouse. Premises shown on Attachment A.

2. TERM. The twelve (12) month term of the Lease Agreement shall begin on **July 1, 2026**, and end on **June 30, 2027**.
3. RENT. The LESSEE shall pay to LESSOR rent of **\$38,920.24** annually, payable in monthly installments of **\$3,243.35** which will be due within the month of service in accordance with statutory invoicing and payment requirements. The rental amount due hereunder is fixed and shall not be adjusted in the event the actual amount of square footage leased may vary from the amount estimated herein.
4. ADDITIONAL RENT. In addition to the rent set forth in Section 3, LESSEE shall pay for any additional or extraordinary services LESSEE may require, including, but not limited to, security services, extended hours of building operations, and nonstandard janitorial services, unless otherwise agreed in writing between the Parties.
5. ADDITIONAL ACCESS. LESSEE agrees that the lobby of office area shall be accessible to other parties in the event the 2nd floor offices are leased or assigned to another tenant. LESSEE agrees that the drive-through gate is shared with CAM Surplus and at no time may impede traffic flow through the gate or driveway.
6. USE. The LESSEE agrees to use the premises for general office, warehouse, and lot space, to use reasonable diligence in utilizing the leased premises, and to return the premises to the LESSOR in the same condition as received at the time of initial occupancy, casualty damage and reasonable wear and tear excepted. All injury, breakage or damage to the premises or the building, caused by the LESSEE, or the agents, employees or invitees of LESSEE, shall be repaired at the sole expense of LESSEE, normal wear and tear excepted. Further, the LESSEE shall not use or operate the premises in any manner that is inconsistent with LESSOR's statutorily required sustainability provisions at 61 Okla. Stat. §§ 211-213, or which might impede premises certification from the US EPA for ENERGY STAR™ ratings, or ratings from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED), as further detailed in paragraph 11 of this Lease.
7. SERVICES AND UTILITIES. The LESSOR agrees to furnish to LESSEE, during occupancy of the premises, under the terms of this Lease and as part of the rental consideration, the following utilities and services: janitorial services, maintenance services, and all utilities, except telephone, during normal business hours as defined in this Lease Agreement. The LESSOR shall maintain the premises in good repair and tenantable condition during the continuance of this Lease. The LESSOR shall maintain the building's existing heating, ventilating and air-conditioning (HVAC) system, water system, electrical system, and plumbing system, with the exception of the offices located inside the warehouse, and reserves the right to make changes, in its sole discretion, to improve the services furnished to the LESSEE. The LESSEE shall at no time obstruct access to any building system (e.g. HVAC, electrical, plumbing), and any such obstruction shall be removed at the expense of the LESSEE unless otherwise authorized by the LESSOR. The LESSOR reserves the right to invoice the LESSEE for any increased operational costs to the building and its systems as a result of additional fixtures, equipment, renovations, or alterations to the premises made by or at the request of the LESSEE. In case of destruction by fire or natural disaster, the LESSOR shall use all diligence in restoring premises to tenantable condition within a reasonable time.
8. NORMAL BUSINESS HOURS. Normal business hours shall be 7:00 a.m. through 5:30 p.m. Monday through Friday, holidays excepted. LESSEE may access premises outside of normal business hours. LESSEE will be responsible for

ensuring premises remain fully secured at all times. LESSOR reserves the right to recover from the LESSEE any increased costs for the operation of the building and its systems caused by such extension.

9. **INSPECTIONS BY LESSOR.** For the purpose of maintaining the premises, the LESSOR reserves the right to enter and inspect the premises at reasonable times and to make necessary repairs. For security and emergency purposes, the LESSOR shall retain access to all areas of the leased premises. If the LESSOR authorizes the LESSEE to install any special locking mechanisms; the LESSEE shall provide the LESSOR with a key or the combination to said space.
10. **PARKING.** The LESSOR reserves the right to restrict the assignment of parking for the building tenants. Parking designated for Handicapped and Visitors will be based on current statutory requirements and the needs of the public as determined by the LESSOR.
11. **ALTERATIONS AND TENANT IMPROVEMENTS.** Any alterations or renovations to the leased space, including installation and placement of modular furniture, must be authorized by the LESSOR, with all costs to be borne by the LESSEE unless otherwise agreed upon in writing by the LESSOR. LESSEE shall obtain written authorization from the LESSOR to utilize an outside contractor or state agency construction unit for any alterations, renovations, and repairs. All alterations, renovations, and repairs shall be made during normal business hours unless otherwise authorized by the LESSOR. The LESSEE shall be responsible for the cost of any special alterations or renovations, and personal property, including, but not limited to equipment, fixtures, or other special requirements (e.g. air conditioning, security system, and computer flooring).
12. **SUSTAINABLE BUILDING OPERATIONS.** LESSOR'S sustainability practices address whole-building operations and maintenance issues including chemical use; indoor air quality; energy efficiency; water efficiency; recycling programs; exterior maintenance programs; System upgrades must meet currently adopted energy, water, indoor air quality, and lighting performance standards. All construction and maintenance must comply with minimum standards and specifications, in addition to all applicable laws.

Tenant shall use proven energy reduction measures. This includes energy efficient bulbs in task lighting; use of lighting controls; turning off lights and equipment at the end of the work day; and purchasing ENERGY STAR™ qualified equipment, including but not limited to lighting, office equipment, commercial and residential quality kitchen equipment, vending and ice machines, and purchasing products certified by the U.S. EPA's Water Sense program.

13. **SECURITY, DEPARTMENT OF PUBLIC SAFETY AND OFFICE OF HOMELAND SECURITY.** The LESSEE shall be responsible for compliance with any Department of Public Safety, Office of Homeland Security, and LESSOR'S security rules and procedures. The LESSOR will make all final determinations in matters involving LESSEE building access, including the access of LESSEE'S employees, invitees and others who may be entering the premises. The LESSEE shall be responsible for payment to the Department of Public Safety ("DPS") or Office of Homeland Security ("OHS") for any special security services determined necessary by DPS or OHS during the time of the alterations, renovations, and repairs, with payment of said security to be made directly to the agency providing the service.
14. **ASSIGNMENT AND SUBLETTING.** LESSEE shall not assign or sublet the leased premises without prior written authorization from the LESSOR. For any sublease proposed, the LESSEE shall submit a written request to the LESSOR providing the proposed entity's name, a contact name and phone number, the proposed use of the premises, and square footage requested to be assigned or subleased. Upon authorization of the assignment or sublease, a written agreement for use and occupancy must be executed by the LESSOR, LESSEE, and Assignee or Sub lessee. Failure to obtain written authorization from the LESSOR for an assignment or sublease may result in the eviction of the Assignee or Sublessee. Any monies collected for the assignment or sublease shall be paid directly to the LESSOR unless otherwise authorized by the LESSOR and specified in the written agreement.
15. **LESSEE'S PROPERTY AND EQUIPMENT.** The LESSEE shall be responsible for personal property, including but not limited to equipment, fixtures, modular furniture systems, or other special requirements (e.g. supplemental air conditioning, security system, computer flooring) placed or permitted in or on the leased premises by the LESSEE or its employees, invitees, or others. All personal property on the leased premises shall be and remain at the LESSEE'S sole risk. LESSOR shall not be liable for any personal injury, damage, or loss resulting from personal property placed or permitted on the premises by LESSEE, and further, the LESSEE shall hold the LESSOR harmless from any damages resulting from any personal property, fixtures, or equipment on the premises for the sole benefit of the LESSEE, including but not limited to damage which may be caused to the building and personal property of other occupants of the building, as a result of an equipment failure or malfunction, or improper maintenance practices. The LESSEE shall be responsible for the upkeep and maintenance on all of LESSEE'S fixtures, equipment or special systems belonging to or permitted by the LESSEE of every kind or nature located upon or serving the leased premises which are for the exclusive use by the LESSEE and are not required for the normal operation of the building systems.

All equipment and furnishings provided by the LESSEE shall remain the sole property of the LESSEE upon termination of this Lease Agreement or any extensions thereof, and may be removed by the LESSEE upon vacancy of the premises. Further, the LESSOR reserves the right to recover costs required to restore the premises to their original state as a result of the addition of any fixtures, equipment, or alterations and renovations made specifically to meet the needs of the

LESSEE, or as a result of any unauthorized addition of fixtures or renovations/alterations made by the LESSEE within the premises. No major energy consuming equipment may be installed in space occupied by the LESSEE without prior written consent from the LESSOR. Major Energy Consuming Equipment, as defined herein, shall mean any device requiring fifty (50) AMPS or more. The LESSOR reserves the right to recover from LESSEE any increase in energy costs to the LESSOR as a result of the installation of such equipment.

The LESSEE shall not install any equipment of any kind or nature whatsoever which will or may necessitate any changes, replacements or additions to, or in the use of, the water system, heating system, plumbing system, air-conditioning system, or electrical system of the premises or the building without obtaining prior written consent of the LESSOR. LESSEE shall install and maintain, at LESSEE's expense, any noise or vibration elimination devices necessary to prevent deleterious effects of noise or vibration impacting the structure or environment of the Building resulting from business machines and mechanical equipment belonging to LESSEE.

The LESSOR shall have the right to prescribe the weight and position of all heavy equipment and fixtures, including, but not limited to, data processing equipment, records and file systems, and safes, which LESSEE intends to install or locate within the premises. The LESSEE shall obtain LESSOR'S prior review and written approval before installing or locating heavy equipment and fixtures in the premises, and if installation or location of such equipment or fixtures, in LESSOR'S opinion, requires structural modifications or reinforcement of any portion of the premises or the building, LESSEE agrees to reimburse LESSOR for any and all costs incurred by LESSOR to make such required modifications or reinforcements, and such modifications or reinforcements shall be completed prior to LESSEE installing or locating such equipment or fixtures in the premises. The LESSEE shall reimburse LESSOR within thirty (30) days of receipt of any statement setting forth those costs.

16. BUILDING TENANT MANUAL. The LESSEE and its employees, invitees, and others permitted access by LESSEE shall at all times abide by and observe the requirements contained in LESSOR's BUILDING TENANT MANUAL available on the Capital Assets Management website at www.omes.ok.gov. In addition, LESSEE and its employees, invitees, and others permitted access by LESSEE shall abide by and observe all other rules or regulations that LESSOR may adopt for the operation and maintenance of the Building, provided that LESSOR will provide notice of any rules and regulations adopted that may vary the terms and conditions contained herein.
17. LEGISLATIVE PROGRAM CHANGES. In the event LESSOR determines that any of the leased premises are needed in order to provide adequate space to meet requirements for state programs within the facility, the LESSEE shall release said space within a mutually agreed upon time frame and the rent shall be adjusted accordingly.
18. TOBACCO FREE CAMPUS. In compliance with Executive Orders 2012-01 and 2013-43, the use of any tobacco product, electronic cigarettes or vaping devices is prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma. The LESSEE is responsible for ensuring that all staff, contractors and guests comply with the executive order.
19. This Lease shall not be modified, altered or amended except by written agreement executed by the parties hereto.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Lease to be signed in their names by their duly authorized representatives and deliver as their act and deed, intending to be legally bound by its terms and provisions.

LESSOR:

LESSEE:

OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES

Real Estate and Leasing Services

Attachment A



AGENDA ITEM 3D(14)

AGREEMENT

WITH:

Oklahoma Alliance Consultants, LLC

PURPOSE:

Amendment to the agreement between OWRB, OMES, and the Oklahoma Alliance Consultants, LLC, for training, technical assistance, and planning services for water and wastewater systems.

AMOUNT:

Not to exceed \$189,350.00



OKLAHOMA
Office of Management
& Enterprise Services

**State of Oklahoma Office of Management
and Enterprise Services**

**STATE OF OKLAHOMA AMENDMENT NO. 2 TO AGENCY CONTRACT
AMENDMENT CONTRACT WITH OKLAHOMA ALLIANCE CONSULTANTS, LLC.**

This Second Amendment to IC-1394 Agency Specific Contract for Oklahoma Water Resources Board with Oklahoma Alliance Consultants, LLC- (the “Second Amendment”) is effective as of the date of the last signature below, between the State of Oklahoma by and through the Oklahoma Water Resources Board and Oklahoma Alliance Consultants, LLC (“Supplier”). This Second Amendment supplements and amends IC-1394 Agency Specific Contract for Oklahoma Water Resources Board with Oklahoma Alliance Consultants, LLC- entered into by the parties and effective March 3, 2025, including all supplements and amendments thereto. Unless otherwise indicated herein, capitalized terms used in this Amendment without definition shall have the respective meanings specified in the Contract.

For good and valuable consideration, the parties agree to amend the Contract as follows:

1. The maximum value of this contract is increased from \$166,000.00 to \$189,350.00.
2. The parties recognize that while the State of Oklahoma is executing this Amendment, payment obligations rest solely with the Oklahoma Water Resources Board and the Office of Management and Enterprise Services shall not be responsible for such.

Please send invoices and billing inquiries to:

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

3. In the event of a conflict between the terms and conditions hereof and the terms and conditions of the Contract, the specific terms set forth in this Amendment shall govern the subject matter herein.
4. Except as expressly modified in this Amendment, all terms and/or provisions of the Contract not addressed herein remain as executed by the parties in the Contract and remain in full force and effect.
5. This Amendment may be executed by electronic signature in counterparts (e-mail, facsimile or otherwise). The counterparts each of which shall constitute an original, but all of which together shall constitute one and the same instrument.


Signatures

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

**STATE OF OKLAHOMA
by and through the Oklahoma Water
Resources Board**

Oklahoma Alliance Consultants, LLC

By:

By: 
Ross Due (May 6, 2026 13:08:12 CDT)

Name:

Name: Ross Due

Title:

Title: Chief Financial Officer

Date:

Date: May 6, 2026

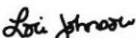
The State Purchasing Director is signing solely to ensure state agency compliance with provisions of the Oklahoma Central Purchasing Act pursuant to 74 O.S., 85.5 concerning acquisitions by state agencies.

By:

Name: Amanda Otis

Title:

Date:

Signature: 
Lori Johnson (May 11, 2026 14:30:35 CDT)
Email: lori.johnson@owrb.ok.gov

Signature: 
Sara Gibson (May 11, 2026 09:17:32 CDT)
Email: sara.gibson@owrb.ok.gov

Signature: 
Jessica Billingsley
Email: jessica.billingsley@owrb.ok.gov

Signature: 
Anil Pillai
Email: anil.pillai@owrb.ok.gov

AGENDA ITEM 3D(15)

AGREEMENT

WITH:

Department of Environmental Quality

PURPOSE:

Interagency Agreement with the Oklahoma Department of Environmental Quality (DEQ) regarding administration of the Drinking Water State Revolving Fund.



OKLAHOMA
Environmental Quality



OKLAHOMA
Water Resources Board

**INTERAGENCY AGREEMENT FOR THE
DRINKING WATER STATE REVOLVING FUND**

BETWEEN

**THE OKLAHOMA WATER RESOURCES BOARD
AND
THE DEPARTMENT OF ENVIRONMENTAL QUALITY**

DRINKING WATER STATE REVOLVING FUND
DEQ/OWRB Interagency Agreement

TABLE OF CONTENTS

SECTION I: INTRODUCTION AND PURPOSE	1
SECTION II: DWSRF CAPITALIZATION GRANT(S)	1
SECTION III: DWSRF CAPACITY	2
SECTION IV: ANNUAL JOINT REPORT TO THE GOVERNOR AND LEGISLATURE	2
SECTION V: ANNUAL REPORT	2
SECTION VI: LOAN APPLICATION	2
SECTION VII: LOAN APPROVAL	3
SECTION VIII: BINDING COMMITMENT	3
SECTION IX: BIDDING AND CONTRACT DOCUMENTS	4
SECTION X: LOAN CLOSING	4
SECTION XI: CHANGE ORDERS AND CONSTRUCTION RELATED DOCUMENTS	5
SECTION XII: INSPECTION OF PROJECT, BOOKS, AND RECORDS	5
SECTION XIII: LOAN DISBURSEMENT	5
SECTION XIV: LOAN MONITORING	6
SECTION XV: LOAN TERMINATION	6
SECTION XVI: RETURN OF FUNDS TO THE DWSRF	6
SECTION XVII: ADMINISTRATIVE COSTS	6
SECTION XVIII: LOAN REPAYMENT	7
SECTION XIX: INTEREST RATE DETERMINATION/FINANCING PLAN	8
SECTION XX: ANNUAL AUDIT	8
SECTION XXI: COOPERATION AND INFORMATION EXCHANGE	8
SECTION XXII: FORCE MAJEURE	9
SECTION XXIII: AMENDMENTS; EFFECTIVE TERM	9

DEQ/OWRB INTERAGENCY AGREEMENT

SECTION I: INTRODUCTION AND PURPOSE

The 1996 amendments to the Safe Drinking Water Act (P.L. 104-182)(SDWA) authorize a Drinking Water State Revolving Fund (DWSRF) program to assist public water systems to finance the costs of infrastructure needed to achieve or maintain compliance with SDWA requirements and to protect public health. Section 1452 of the SDWA authorizes the Administrator of the U.S. Environmental Protection Agency (EPA) to award capitalization grants to states, which in turn can provide low-cost loans and other types of assistance to eligible systems.

Title 82 of Oklahoma Statutes, Section 1085.71 et seq., establishes the DWSRF to implement portions of the federal SDWA. Sections 1085.71 through 1085.84A establish the duties of the Oklahoma Water Resources Board (OWRB) and the Department of Environmental Quality (DEQ). This Interagency Agreement shall constitute the joint operating agreement between DEQ and OWRB required by section 1085.82 and shall further clarify the duties and roles of each agency by establishing procedures to ensure compliance with state and federal laws.

SECTION II: DWSRF CAPITALIZATION GRANT(S)

The DWSRF Capitalization Grant Agreement between the State of Oklahoma, by and through its authorized agency and the EPA, consists of the Grant Application(s), Intended Use Plan (IUP), and Operating Agreement between DEQ and EPA.

- The DEQ has the responsibility to make application for, enter into and be recipient of the capitalization grant(s) from the EPA.
- DEQ shall prepare an IUP with the cooperation of OWRB, including amendments, for submittal to EPA. The amount of the capitalization grant(s) to be utilized for administrative costs will be identified in the IUP. OWRB will prepare and submit to DEQ, prior to the beginning of each state fiscal year, an annual budget that reflects the anticipated administrative expenses of OWRB for the DWSRF program for the upcoming state fiscal year.
- DEQ shall coordinate with OWRB regarding the Intended Use Plan public meeting.
- DEQ and OWRB will jointly prepare the Operating Agreement and, as necessary, annual updates. DEQ will submit the documents to EPA.
- DEQ and OWRB jointly covenant that, to the extent the OWRB has agreed to apply any DWSRF Capitalization Grant funds in connection with the issuance of any DWSRF Revenue Bonds or other series bonds on a parity therewith (issued pursuant to a Master Trust Agreement by and between the OWRB and its Trustee Bank and dated as of October 1, 2003, as amended by the Master Trust Indenture dated December 1, 2019, and including all bond series indentures and any superseding master indenture; collectively referred to as the “DWSRF Revenue Bonds”), such funds shall be drawn as rapidly as is permissible under law, rules and regulations applicable to the DWSRF Program and the DWSRF Capitalization Grants, provided however, that this covenant is understood by DEQ and the OWRB to only apply to those portions of the Capitalization Grant funds permitted to be used to make DWSRF loans. The DEQ and the OWRB further covenant to take all actions required to comply with the terms and conditions of

DEQ/OWRB INTERAGENCY AGREEMENT

the DWSRF Capitalization Grants and not omit to take any action if such omission would result in noncompliance with any term or condition of the DWSRF Capitalization Grant Agreement(s). The agreements of DEQ and OWRB in this paragraph shall survive the expiration or other termination of this Agreement and, if a new Interagency Agreement is entered into for subsequent fiscal years, identical language shall be included in each such Interagency Agreement until such time as all obligations under this paragraph are satisfied. The provisions of this paragraph are for the benefit of the Trustee Bank for the DWSRF Revenue Bonds and may be directly enforced by said Trustee Bank.

- DEQ and OWRB will agree in writing which agency will be responsible for securing the applicable state match portion required prior to DEQ applying for the grant(s).

SECTION III: DWSRF CAPACITY

OWRB has the authority to issue bonds for the Drinking Water Treatment Loan Account under Title 82 Section 1085.77 et seq. Bond proceeds may provide funds to meet funding demands or for the stability of the fund. OWRB will select service providers for the issuance of bonds in accordance with the Oklahoma Bond Oversight and Reform Act. OWRB will also create capacity models, submit requests to rating agencies for review, monitor cash flows, create reimbursement resolutions, and seek approval for bond issuances from the Council of Bond Oversight along with other related activities as needed for the issuance of the bonds. DEQ provides estimated future draws to help OWRB determine projected cash flow for bond repayments.

OWRB will also monitor the bond issues and select service providers to help ensure compliance with applicable state and federal law. OWRB will conduct arbitrage rebate calculations, and produce and submit financial disclosure information.

SECTION IV: ANNUAL JOINT REPORT TO THE GOVERNOR AND LEGISLATURE

DEQ and OWRB will coordinate the preparation of an Annual Joint Report for submittal to the Governor, the Speaker of the House of Representatives, and the President Pro Tempore of the Senate. Submission of the Annual Joint Report will be within 120 days of the end of each fiscal year.

SECTION V: ANNUAL REPORT

DEQ and OWRB will coordinate the preparation of an annual report for submittal to EPA according to the schedule identified in the capitalization grant. The Annual Joint Report to the Governor and Legislature described in Section III herein may also be prepared by DEQ and OWRB to meet the biennial reporting requirements of EPA.

SECTION VI: LOAN APPLICATION

OWRB will accept DWSRF loan applications from those projects identified in the fundable portion

DEQ/OWRB INTERAGENCY AGREEMENT

of the project priority list in the current IUP. Upon receipt of a loan application and design documents, DEQ and OWRB will review documents for completeness. If the loan application is incomplete, OWRB will notify the applicant of the deficiencies.

OWRB will review the loan application to determine whether the applicant's financial, legal, and managerial capabilities are sufficient to ensure repayment of a loan from the DWSRF. OWRB will review the loan financials according to the applicable bond documents to ensure the entity meets the required debt coverage ratio, the annual audit is current, and verify the pledged security and system revenues for repayments. Entity eligibility is also reviewed according to O.S. 82 Section 1085.72. OWRB will prepare a loan evaluation, a loan summary, and other necessary documents for loan applications prior to the OWRB Board Meetings.

DEQ will review the priority ranking request, planning, design, and related application documents for compliance with the applicable requirements of Part E, Section 1452 of the SDWA, and other applicable federal and state requirements. If DEQ cannot certify planning and design documents, it will advise the applicant and OWRB of the reason(s) for rejection. If OWRB cannot approve an application for financial assistance, OWRB will notify the applicant and DEQ of the reason(s) for rejection.

DEQ will maintain the official engineering and technical project files. OWRB will maintain the official financial review and application files.

DEQ will review all project planning documents and make a determination of the eligibility of the scope of the project.

DEQ will review project design documents to assure uniformity with planning documents for compliance with state and federal requirements. DEQ will provide written documentation to OWRB indicating that the project has received appropriate planning and design approvals from DEQ.

OWRB agrees that a project loan will not be approved without appropriate planning and design approvals from DEQ, except as provided for under Section VI herein.

SECTION VII: LOAN APPROVAL

After review of environmental, engineering, legal, and financial aspects of the loan and confirmation of compliance, the OWRB will recommend approval of the loan at the next available Board Meeting. OWRB will create a Board Order and Board Summary that will be presented at the next applicable meeting of the Board. The Board Order will contain a brief description of the project, a not to exceed loan amount, the term of the loan, and the security that will be pledged to the loan. Other information may be included in the Board Order as needed. The Board Summary will have similar information and include a break down of the sources and uses of the funds to be included for the project.

SECTION VIII: BINDING COMMITMENT

Upon approval of an Engineering Report, an environmental decision, plans and specifications, and issuance of a "Permit to Construct" by DEQ, and approval of the loan application and issuance of a Board Order by OWRB, DEQ will issue a binding commitment of loan funds for the planning,

DEQ/OWRB INTERAGENCY AGREEMENT

design, and/or construction of the drinking water project. This binding commitment may contain those conditions deemed necessary by DEQ and OWRB. A binding commitment may be issued by DEQ prior to plans and/or specifications approval in cases where both DEQ and OWRB agree that it would be advantageous to the loan applicant and/or the DWSRF, or where DEQ and OWRB want to make a loan for planning and/or design. In the event that either DEQ or OWRB believe it would be advantageous to the loan applicant and/or the DWSRF (or in the event that either DEQ or OWRB want to make a loan for planning and/or design), each agency agrees to notify the other agency that it has determined that such a binding commitment is warranted prior to the approval of the plans and specifications. DEQ and OWRB agree that the agency receiving the notification has a duty to inform the other agency as to whether it agrees that such binding commitment is warranted within fourteen (14) days. Binding commitments will expire if the recipients have not closed on a DWSRF loan within one year of the date of the OWRB order approving the loan. However, the binding commitment may be extended if mutually agreed to by DEQ, OWRB, and the recipient.

SECTION IX: BIDDING AND CONTRACT DOCUMENTS

DEQ will review project bidding documents for compliance with state and federal requirements following bid opening. Upon authorization by DEQ, each loan recipient shall execute the construction contract and submit one copy of same, with related documents, to DEQ for review and concurrence that contract award is consistent with approved bidding documents.

DEQ will maintain a copy of all approved bidding and contract documents for the term of the loan. Upon request, DEQ will provide OWRB with a copy of the bidding and contract documents approval letter(s).

For projects seeking an alternative project delivery method, DEQ will ensure the procurement process for federally funded projects is followed. DEQ will also review requests for qualifications and proposals from engineer/contractor quality based services, contracts, and sub-contractor bidding documents.

SECTION X: LOAN CLOSING

Following approval of all bidding documents by DEQ, OWRB will coordinate with entity service providers, prepare for, and schedule a loan closing which will include all applicable loan documents including but not limited to the loan agreement, promissory note, trust agreement, and security agreement. DEQ may review preliminary loan documents and provide loan conditions that DEQ deems necessary to ensure compliance with any local, state, or federal requirements. In addition, DEQ will, prior to loan closing, provide OWRB with the following:

- Written documentation that DEQ has completed their review of the technical documents and that the project is available for loan closing.
- A detailed project budget of the contracted amounts.
- A detailed project schedule that has been coordinated with federal and/or state enforcement officials.

DEQ/OWRB INTERAGENCY AGREEMENT

- Special condition(s) required by DEQ, if any.

OWRB will organize the disbursement documents needed to transfer funds to the entity, review all service provider agreements, prepare a closing letter, and correlate other documents as needed prior to closing. OWRB will also calculate an interest rate approximately 10 days before closing.

OWRB will maintain the loan closing documents (Transcript of Proceedings). A copy of each executed loan agreement and promissory note will be provided to DEQ.

SECTION XI: CHANGE ORDERS AND CONSTRUCTION RELATED DOCUMENTS

Change orders and construction related documents will be submitted by the recipients to DEQ for review. When change orders that will not exceed the loan contingency amount are submitted, DEQ may modify the project budget and notify OWRB of the determination (approval/denial) at the same time the recipient is notified.

If a change order will exceed the loan contingency amount or the loan project period, DEQ will notify OWRB before taking any action on the change order, and both agencies will work together to reach an agreement on the appropriate action to be taken.

SECTION XII: INSPECTION OF PROJECT, BOOKS, AND RECORDS

At any time during normal business hours, the DEQ may inspect any and all projects, any and all incidental works, areas, facilities and premises otherwise pertaining to the project for which application is made. From the time of receipt of the pre-application, throughout all stages of construction, and at any other time while any assistance from the DWSRF Program recipient is outstanding, DEQ and the OWRB, in addition to the inspections by DEQ solely, agree that they both may inspect any and all projects, any and all incidental works, areas, facilities and premises otherwise pertaining to the project for which application is made. DEQ and OWRB further may inspect any and all books, accounts, records, contracts, or other instruments, documents, or information possessed by recipient or its contractors, agents, employees, or representatives which relate in any respect to the receipt, deposit, and/or expenditure of DWSRF assistance funds.

Upon substantial construction completion and initiation of operation of the project, DEQ will receive from the applicant a certification regarding the construction completion date and recovery of unexpended loan funds. The certification will be forwarded to OWRB at which time OWRB will de-obligate any unpaid loan proceeds. At the time specified by loan documents, OWRB shall provide a final amortization for the loan proceeds drawn.

SECTION XIII: LOAN DISBURSEMENT

After loan closing, DEQ shall have authority to approve the disbursement of loan proceeds. OWRB shall have the authority to then release the funds.

Requests for loan disbursements and budget revisions will be submitted to DEQ from the loan

DEQ/OWRB INTERAGENCY AGREEMENT

recipients based upon actual project costs incurred. Both OWRB and DEQ agree to establish and maintain a loan disbursement procedure that will minimize the time a borrower has to wait on loan disbursements.

SECTION XIV: LOAN MONITORING

Loan monitoring will continue for the life of the loan, typically for a period up to 30 years. OWRB will create and maintain procedures to ensure repayment of loan funds from entities as specified in the loan documents. OWRB will review monthly operating statements. OWRB will also review applicable licenses, insurances, and financial audits on an annual basis to ensure compliance. If loan entities are not maintaining the required documents or meeting the required debt coverage ratio per the loan documents, then OWRB will continue to work with the entities to bring the exception items up to date.

SECTION XV: LOAN TERMINATION

If at any time DEQ and OWRB determine that there is cause to believe the project may not be completed or undertaken according to the terms of the loan agreement and applicable statutes and rules, DEQ and OWRB will issue the recipient a letter requiring specific action to be undertaken within a specified time period to assure timely completion of the project or otherwise to assure remedy of the defect(s). Failure to complete the specific action within the specified time period may result in withholding disbursements or loan default, as provided in the loan agreement between the recipient and OWRB. However, DEQ and OWRB will work with the recipient in an effort to avoid termination of the loan commitment or loan default.

SECTION XVI: RETURN OF FUNDS TO THE DWSRF

DEQ agrees that financial assistance funds made available to a recipient by the DWSRF shall be utilized and expended by the recipient solely and exclusively for the payment of authorized and allowable costs and expenses of the project for which assistance was approved. In the event funds furnished to a recipient by the DWSRF are not utilized and expended by the recipient for the specified project as indicated in each loan agreement, DEQ will notify the recipient who shall return or otherwise pay to OWRB, for deposit in the DWSRF, any and all such unused funds or any amounts of funds used and expended for unauthorized purposes plus a market rate of interest on the unused or unauthorized amount.

SECTION XVII: ADMINISTRATIVE COSTS

Money made available as a result of the capitalization grant administrative set aside may be used for reasonable costs of administering the DWSRF Program, provided that the amount does not exceed four percent (4%) of all EPA grant awards received by the DWSRF.

Disbursement requests for incurred administrative costs from the DWSRF shall be paid 100% (no state match) from the administrative set aside. Payment of administrative funds from the

DEQ/OWRB INTERAGENCY AGREEMENT

capitalization grant will be in accordance with this Interagency Agreement, grant conditions, and the EPA Operating Agreement.

OWRB will maintain an administrative fund as established by 82 O.S. 2011, Section 1085.84A, the Master Trust Agreement dated October 1, 2003, the Master Trust Indenture dated December 1, 2019, and supplements thereof outside the DWSRF. Monies to be deposited into the Drinking Water Treatment Loan Administrative Fund (OWRB Account Number 444-835) include loan application fees, program income from administrative fees assessed as established in individual loan agreements, and interest earnings from administrative fund investments. Monies in this fund will be utilized solely for the purpose of reimbursing actual and eligible expenditures by OWRB and DEQ for the administration of the DWSRF Program. OWRB will be responsible for maintaining this fund in accordance with OWRB Drinking Water Treatment Loan Administrative Fund Standard Operating Procedure. Monies in this fund may be invested and maintained by the Office of the State Treasurer in accordance with applicable state law. OWRB will be responsible for processing requests for reimbursement from this fund and will provide an annual accounting of the administrative funds.

The division of the available funds for the administration of the program will be negotiated annually by OWRB and DEQ prior to finalizing agency fiscal budgets.

DWSRF Administrative Set Aside

DEQ and OWRB agree that sufficient funds will be made available to pay for program administrative costs as a result of the 4% administrative set aside from the DWSRF capitalization grants. All costs billed for from the 4% administrative set aside shall not exceed the proposed DWSRF total administrative budget for each agency. The amount budgeted in the IUP of the 4% administrative set aside shall be distributed for DWSRF grants that DEQ applies for.

Drinking Water Treatment Loan Administrative Fund (DWTLAF)

DEQ and OWRB agree that funds in the Drinking Water Treatment Loan Administrative Fund as allowable will be available for DWSRF administrative purposes and may be utilized to pay for the following OWRB and DEQ DWSRF expenses not paid from the 4% capitalization grant set aside including as necessary, the state match for DWSRF capitalization grants. Availability of funds according to the OWRB's standard operating procedure will be taken into consideration prior to expenditures being made from the account.

SECTION XVIII: LOAN REPAYMENT

Payment of principal, interest, and administrative fees on loans shall be made to OWRB as provided in the loan documents. Such repayments will be deposited in the appropriate DWSRF funds.

OWRB will be responsible for the collection of delinquent interest and principal payments, and the maintenance of the record of collection actions taken. In the event of default, OWRB will utilize all available means to remedy the default.

DEQ/OWRB INTERAGENCY AGREEMENT

SECTION XIX: INTEREST RATE DETERMINATION/FINANCING PLAN

All loans from the DWSRF will be made at or below market interest rates, which may include interest-free loans. OWRB and DEQ will jointly agree on an annual financing plan as set forth in the Drinking Water IUP.

SECTION XX: ANNUAL AUDIT

The State is required to conduct an annual independent financial audit and an annual independent compliance audit of its DWSRF program, including set-aside programs. These audits will be in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States. The OWRB will maintain accounting records for the DWSRF loan account. These records will be maintained in accordance with generally accepted accounting practices.

The DEQ will contract with an independent auditor annually to perform a financial audit in accordance with generally accepted governmental auditing standards which are defined, but not limited to those contained in the U.S. General Accounting Office (GAO) publication Governmental Audit Standards, as revised. The audit report will contain an opinion on the financial statements of the DWSRF and set-aside programs. DEQ will arrange for the audit to be completed within three (3) months of the end of the State fiscal year (June 30) at which time a copy will be provided to the OWRB.

The OWRB agrees to make all DWSRF financial records available to the DEQ and/or the auditors selected by DEQ. In addition, OWRB agrees to review draft audit reports and respond to DEQ regarding any audit findings.

SECTION XXI: COOPERATION AND INFORMATION EXCHANGE

DEQ and OWRB jointly recognize that the successful implementation and management of the DWSRF Program requires close cooperation and an open exchange of information between the two agencies. In this regard, the agencies will cooperate in the development of rules and policies relating to the DWSRF Program and will freely share information concerning loan recipients and project status. The agencies will copy each other on all project related correspondence sent to applicants and loan recipients in the DWSRF Program.

DEQ further agrees to implement and utilize the accounting software, Infrastructure Financing Software (IFS), that OWRB utilizes for data management for the DWSRF Program. OWRB agrees to support the software management by maintaining and providing enhancements at no cost to DEQ. This will allow both agencies to share data on the program and work to streamline processes between agencies. OWRB further agrees to implement a secure customer portal that integrates the IFS data and provide DEQ DWSRF staff full access to the DWSRF program within the portal at no charge to DEQ.

DEQ and OWRB additionally recognize the fact that program development and management will require continuous communication and coordination. To this end the Director of the Water Quality Division, DEQ, or designee and the Chief of the Financial Assistance Division, OWRB, or designee are designated as the contact persons for their respective agencies.

DEQ/OWRB INTERAGENCY AGREEMENT

SECTION XXII: FORCE MAJEURE

DEQ and OWRB shall take reasonable efforts to minimize any delays and will perform the requirements of this Interagency Agreement within the approved schedule unless performance is prevented or delayed by events, which constitute a Force Majeure. "Force Majeure," for purposes of this Agreement, is defined as any event arising from causes beyond the reasonable control of the DEQ or OWRB or their contractors or subcontractors which delays or prevents the performance of any obligation under this Agreement, such as, without limitation, acts of God; vandalism; fire; flood; labor disputes or strikes; weather conditions which would prevent or impair construction activities; civil disorder or unrest. Force Majeure events do not include increased costs of performance of the tasks agreed to by the Parties or changed economic circumstances. DEQ or OWRB shall notify the other in writing within fifteen (15) days after DEQ or OWRB knew or should have known of a Force Majeure event that will cause a delay or anticipated delay in achieving compliance with any requirement of the Interagency Agreement.

SECTION XXIII: AMENDMENTS; EFFECTIVE TERM

This Interagency Agreement may be amended annually prior to the beginning of the state's fiscal year or at any other mutually agreeable time to incorporate program changes and otherwise will remain in full effect until superseded by mutual agreement.

Department of Environmental Quality

Oklahoma Water Resources Board

Kathy Aebischer

Tom Gorman

Director of Administrative Services

Chairman

ATTEST:

ATTEST:

Date: _____

Date: _____

3. SUMMARY DISPOSITION AGENDA ITEMS

WATER RIGHTS ADMINISTRATION DIVISION

May 19, 2026

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Temporary Permits to Use Groundwater

May 19, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
2023-534 3/17/2023	Tony Lam Le and Uyen Ann Nguyen	1	Bryan County, Red River Alluvium and Terrace	18.9 acres Section 24, T8S, R7EIM	Agriculture 37.8 a.f.
2025-588 6/9/2025	David and Marcy Bailey	1	Caddo County, Rush Springs Sandstone	134 acres Sections 20, T12N, R13WIM	Irrigation 268 a.f.
2025-634 5/14/2025	Lisa Sanders	1	Harmon County, Blaine	320 acres Section 5, T1N, R25WIM	Irrigation 547 a.f.
2025-639 11/3/2025	Braden and Raegan Cunningham	2	Harmon County, Blaine Formation	117.6 acres Section 2, T2N, R26WIM	Irrigation 111.2 a.f.
2025-646 12/1/2025	Hohmann Family Trust dated January 15, 2024	13	Kay County, Salt Fork of the Arkansas River Alluvium and Terrace	312.98 acres Sections 1, 12, T25N, R2WIM	Irrigation 312.98 a.f.
2026-503 1/7/2026	Clay Matthew and Heidi A. Boehs	10	Major County, Cimarron River Alluvium and Terrace	500 acres Sections, 23, 24, T22N, R11WIM	Irrigation 680 a.f.

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

May 19, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
2018-621 8/4/2025	No Sang and Ngun Tha Chin	2	Ottawa County, Boone and Roubidoux	76 acres Section 34, T27N, R22EIM	Irrigation 152 a.f.

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Regular Permits to Use Groundwater

May 19, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
2024-529 2/20/2024	McIntyre Ranch, LLC	3	Beckham County, North Fork of the Red River A & T	960 acres Sections 29, 30, T9N, R24WIM	Irrigation 960 a.f.
2025-628 9/19/2025	Francis Parizek	2	Canadian County, North Canadian River A & T Phase 2	47.74 acres Sections 11, 14, T12N, R6WIM	Irrigation 47.74 a.f.
2025-629 9/22/2025	Jeremy Hogg and Chelsea Hogg	2	Texas and Beaver Counties, Ogallala Panhandle	310 acres Sections 25, 32, T6N, R18ECM, R20ECM	Irrigation 620 a.f.
2025-630 9/23/2025	Paul Anthony Petricek and Maria Isabel Petricek, Trustees of the Petricek Family Trust	1	Pottawatomie County, Garber-Wellington	80 acres Section 2, T11N, R2EIM	Irrigation 150 a.f.
2025-649 12/9/2025	FD Texhoma Farms, LLC	2	Texas County, Ogallala Panhandle	601.37 acres Section 20, T2N, R13ECM	Irrigation 1,202.74 a.f.
2025-650 12/10/2025	Marshall County Water Corporation	3	Marshall County, Antlers	686.45 acres Sections, 33, 34, 3, 4, T6S, T7S, R5EIM	Public Water Supply 1,441.55 a.f.

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

May 19, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
2020-525 11/18/2025	Ryan Kimbrel	9	Texas County, Ogallala Panhandle	960 acres Sections 9, 10, T4N, R18ECM	Irrigation and Agriculture 2,240 a.f.

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

May 19, 2026

DPC NUMBER	NAME OF FIRM	CERTIFIED ACTIVITIES	OPERATORS
New Licenses, Accompanying Operator Certificates and Activities:			
	East Wichita Well and Pump Service, LLC	Groundwater Wells and Pumps	Curtis Weninger
	Big Bend Customs	Groundwater Wells and Pump Installation	Cody Bledsoe
	Audubon Companies	Cathodic Protection	Terrence Smith
New Operators, License Name Change, and/or Activities for Existing Licenses:			
	Ace Water Well Own, Inc.	Pump Installation	Jeremy Sharp
	Diamond Well Service, LLC	Geotechnical	Timothy Carriker
	Vista Geoscience, LLC	Groundwater well and Geothermal	Eddie Sullivan
	Vista Geoscience, LLC	Geotechnical	Nicholas Klinefelt
	Vista Geoscience, LLC	Geotechnical	David Fontana
	Vista Geoscience, LLC	Geotechnical	Joel Rice
	Equus Environmental, LLC	Geotechnical	Eric Farrar
	Red River Water Well Drilling, LLC	Groundwater and Geothermal	Maxie Levi Camp

May 2026 Dam Safety Board items

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

1. Hefner Lake, OK02535

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS PREPARED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK02535	Oklahoma City Water Utilities Trust	Jigar Desai, P.E.	High	Sec. 27, T13N, R04WI
Oklahoma County	Hefner Lake Dam	Smith Roberts Baldischwiler, LLC		

The applicant requests approval for the installation of piezometers on the downstream slope of Hefner Lake Dam. Instillation will consist of 6 fully grouted vibrating wire piezometers in sealed boreholes to monitor pore-water pressure. The dam is 112 feet tall and has a normal impoundment capacity of 74,400 acre-feet and a maximum impoundment capacity of 107,400 acre-feet.

2. Stanley Draper, OK02580

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS PREPARED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK02580	Oklahoma City Water Utilities Trust	Ryan Smith, P.E.	High	Sec. 24, T10N, R02WI
Cleveland County	Stanley Draper	Smith Roberts Baldischwiler, LLC		

The applicant requests approval for the modification of Lake Stanley Draper. The modification consists of installing a 50-foot-long retaining wall on the downstream slope of the west dike. The retaining wall is to be installed upstream of a drainage culvert along the bike path. Due to the drainage culvert, this area of the downstream slope has become over steepened, the retaining wall will help stabilize the downstream slope in this area. The primary purpose of the dam and reservoir is municipal water supply. The dam is 111 feet tall, with a normal storage capacity of 100,000 acre-feet and a maximum storage capacity of 148,000 acre-feet.

3. Oshman Dam, OK30621

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS PREPARED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK30642	Kevin Oshman	Steve Fox, P.E.	Low	Sec. 02, T13N, R06WI
Canadian County	Oshman Dam	Fox Engineering Inc.		

The applicant requests approval for the permit of a small, low hazard potential dam. The dam was first constructed before 1972 without approval by the Board, and it is unknown whether the embankment was designed by a Registered Professional Engineer at that time. The applicant has also requested a variance for the absence of a valley floor drain, stating that installation would create an unnecessary financial burden and that a pump could be used if drainage is needed. The engineering report includes a hydrologic and hydraulic analysis to demonstrate that the dam meets OWRB hydraulic capacity requirements. No construction work will be performed. The primary purpose of the dam and reservoir is domestic use. The dam is 25 feet tall, with a normal storage capacity of 27 acre-feet and a maximum storage capacity of 76 acre-feet.

4. Ten Point, OK30638

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS PREPARED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK30638	Rafrica Ranch, LLC	Heather Rogers, P.E.	Low	Sec. 32, T03S, R05E1
Johnston County	Ten Point Dam	Wallace Design Collective, PC		

The applicant requests approval for the permit of an intermediate, low hazard potential dam. The dam was first constructed between 2014 and 2018 without approval by the Board, and it is unknown whether the embankment was designed by a Registered Professional Engineer at that time. The applicant has also requested a variance for the absence of a valley floor drain, stating that the installation of a valley floor drain would create risks of internal erosion and pumps can be used to drain the reservoir as needed. The engineering report includes a hydrologic and hydraulic analysis, as well as a breach analysis, to demonstrate that the dam meets OWRB hydraulic capacity requirements and qualifies as a low hazard structure. No construction work will be performed. The primary purpose of the dam and reservoir is recreation. The dam is 71 feet tall, with a normal storage capacity of 710 acre-feet and a maximum storage capacity of 1046 acre-feet.

5. Beecher Dam, OK30682

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS PREPARED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK30682	Kurt Beecher	Andres Becker, P.E.	Low	Sec. 19, T15N, R06WI
Kingfisher County	Beecher Dam	RedPlains Professional, Inc.		

The applicant requests approval for the permit of a small, low hazard potential dam. The dam was originally constructed in 2022 without approval by the Board, and it is unknown whether the embankment was designed by a Registered Professional Engineer at that time. The engineering report includes a hydrologic and hydraulic analysis demonstrating that the dam meets OWRB hydraulic capacity requirements, along with supporting geotechnical and survey data. No construction work will be performed. The applicant has also requested a variance for the absence of a valley floor drain, stating that a pump system will be used to manage the reservoir level as needed. The purpose of the dam and reservoir is irrigation and fish and wildlife. The dam is 16 feet tall, with a normal storage capacity of 48 acre-feet and a maximum storage capacity of 99 acre-feet.

6. Miller Dam, OK30685

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS PREPARED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK30685	Ted Miller	Isaiah Irby, P.E.	Low	Sec. 21, T19N, R24WI
Ellis County	Miller Dam	Envirotech Engineering & Consulting Inc.		

The applicant requests approval for the construction of a small, low hazard potential dam. This application was originally approved in February 2026; however, the plans have since been revised to increase the height of the spillway from the originally approved design. The spillway elevation is being raised from 2364.0 feet to 2364.8 feet, and the revised design still passes the required design flood. The dam was first constructed between 2014 and 2020 without approval by the Board, and it is unknown whether the embankment was designed by a Registered Professional Engineer at that time. The proposed work includes raising the dam and enlarging the spillway. The primary purpose of the dam and reservoir is recreation. The dam will be 18 feet tall, with a normal storage capacity of 59 acre-feet and a maximum storage capacity of 132 acre-feet.

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

May 1st, 2026

APPLICATION NO.	NAME OF APPLICANT	LOCATION	PROJECT NARRATIVE
FP-2026-03	OTA	Cleveland County, OK	Project includes the construction of twin 8-span bridges over Southeast 104 th Street along new EWC turnpike alignment. Both bridges are 761.5 feet long with six 95' long spans and two 95.8' long spans (one at each abutment). Drilled piers are anticipated with steel H-piles at each abutment.
FP-2026-04	OTA	Creek County, OK	Includes a new bridge over Sand Creek for the westbound frontage road from SH-16 to SH-48 from MM 195.67 to MM 196.48, near Bristow.
FP-2026-05	OTA	Creek County, OK	Includes a new bridge over Sand Creek for the eastbound frontage road from SH-16 to SH-48 from MM 195.67 to MM 196.48, near Bristow.
FP-2026-06	OTA	Creek County, OK	Includes replacement of the existing steel I-beam 3-span bridges over Sand Creek and SH-66/SH-48 with a single 5-span PC beam bridge (61.10) on existing alignment and removal of the Turnpike

			ramp bridge (61.40). Improvements also include one cast in place retaining wall at the east abutment along SH-66/SH-48.
--	--	--	---

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

May 1st, 2026

NUMBER	NAME OF COMMUNITY/CID	FLOODPLAIN ADMINISTRATOR
860	Town of Mountain Park	Nathan Morgan
861	City of Snyder	David Rhodes
862	Town of Corn	Tony LeBlanc
863	City of Elgin	Lee Burney Jr.

3.Q.

**WATER RIGHTS ADMINISTRATION DIVISION
Cancellation of Groundwater and Stream Water Permits**

May 19, 2026



OKLAHOMA

Water Resources Board

April 2, 2026

TO ALL INTERESTED PARTIES

Re: Proposed Order Cancelling Permits for failure to Timely
Submit Change of Ownership Documents and Filing Fees

Dear Interested Persons:

In a separate letter mailed to you, I had enclosed a **Proposed Order** that had been prepared by the Board Hearing Examiner. This proposed order will be presented to the Board for its consideration and official action at the next regular meeting scheduled for **Tuesday, May 19th, 2026**. **If you would like to disputed this cancellation, you will need to attend this hearing.**

This meeting is scheduled to commence at **9:30 a.m.**, and will be held in the second floor Board Room at the **Oklahoma Water Resources Board, 3800 N. Classen Blvd., Oklahoma City, OK 73118**.

At the Board meeting, staff will recommend review of the proposed Order and at that time, the Order may be approved, denied or modified by the Board.

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

Sincerely,

Angela Rodriguez
Legal Assistant

Encl.

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

IN THE MATTER OF MULTIPLE NOTICES ISSUED FOR RESPONDENTS' FAILURE TO
TIMELY SUBMIT CHANGE OF OWNERSHIP DOCUMENTS AND FILING FEES FOR
NOTICES RELATING TO THE MARCH 30, 2026, HEARING DATE

**PROPOSED ORDER CANCELLING PERMITS FOR FAILURE TO TIMELY SUBMIT
CHANGE OF OWNERSHIP DOCUMENTS AND FILING FEES**

COMES NOW, on March 30, 2026, the above numbered and entitled cause came on for hearing in the Second Floor Board Room at the office of the Oklahoma Water Resources Board, 3800 North Classen Boulevard, Oklahoma City, Oklahoma, before the assigned Hearing Examiner, David Mueller. The State of Oklahoma, ex rel. Oklahoma Water Resources Board (“OWRB”), was represented by Andrew Price, OWRB Assistant General Counsel. Respondents in this Proposed Order are one in the same as being the persons, trusts, and/or companies determined by OWRB staff to be the newest and latest owners of the properties dedicated to the permits, and thus responsible to effectuate transfer to preserve the OWRB permits without cancellation. *See attached*, Exhibit “A”. The following 26 Groundwater Permits and 8 Stream Water Permits with their prior named owners are listed below:

<u>Prior Permit Holder</u>	<u>Assigned OWRB Permit No.</u>
[Groundwater]	
1. Charles D. Willson	19670528A
2. David Orme	19670566
3. B. J. Simmons	19820548
4. Gregory Allen Caldwell	19920554
5. Fred Nix	19940530
6. Eugene F. Luekenga	19560506
7. Patrick and Prudence Bourk	19630262
8. Eugene F. Luekenga	19640162
9. Prudence Bourk	19640921
10. Clyde Kile	19650055
11. Patrick & Prudence Bourk	19670350

12. Trident NGL, Inc.	19680106
13. Mitchell D. and Cindy J. Lagan	19780619
14. Ronaldo Valdez	19900565
15. Roger Ediger	19970701
16. Geary M. and Mary Ann Campbell	19680196B
17. Sol P. Jones	19700300
18. William Edwin Large	19820776
19. William Edwin Large	19820777
20. Kelly E. Goddard	19820924
21. Jeremiah and Shayla Brook Erwin	19820763B
22. Geary M. Campbell	19740053
23. Richard Humbargar	19550023A
24. Ercil & Wayne George	19750891
25. James C. Oswald	19770591
26. Sun N Fun Family Recreation	19840611
 [Stream Water] 	
1. Trena Freeman	20140072
2. Dale Schomp	20020020
3. Clarence Stamm	19800072
4. William W. Choate	19720315
5. Double O Farms L.L.P.	19970027
6. Billy Barnes, Jr.	19640834
7. Ruel A. Mace	19530190
8. Al Walker	19540040

JURISDICTION AND AUTHORITY

The Oklahoma Water Resources Board (“OWRB”) has jurisdiction and authority pursuant to the Oklahoma Groundwater Law, 82 O.S. §§ 1020.1 *et seq.*, the APA, 75 O.S. §§ 250 *et seq.*, and the rules of the OWRB Oklahoma Administrative Code (“OAC”) Title 785.

FINDINGS OF FACT

Based upon the statements in the letters of notice signed by Chris Neel, Water Resources Division Chief, the Respondents, or new owners of lands associated with the permits, were mailed notices to legally effectuate change of ownership to transfer and thus maintain the permits, by first class U.S. Postal regular mail and certified mail. Therefore, sufficient notice was provided. None of the new owners of properties associated with the permits appeared for hearing and have not submitted the required documentation and fees pursuant to Oklahoma Administrative Code (“OAC”) 785:30-7:7 for Groundwater Permits, “Transfer of groundwater rights”, and 20-9-4(f), “Assignment or transfer of appropriation permit and transfer of title of land”, for Stream Water Permits.

In the absence of the Respondents, being the new owners of the land associated with the permits, who had an opportunity for a hearing and for whom the OWRB has sufficiently shown proper service by at minimum attempting mailings of notice to their known addresses, a judgment by default pursuant to 75 O.S. §309(E) and OAC 785:4-7-3(d) can be entered without further notice to the Respondents. The Findings of Fact and Conclusions of Law therein are fully incorporated and restated herein.

CONCLUSIONS OF LAW

Based upon applicable law, the Board draws the following Conclusions of Law:

1. OWRB has jurisdiction and authority pursuant to Oklahoma Groundwater Law, 82 O.S. §§ 1020.1 *et seq.* and the rules of the OWRB Oklahoma Administrative Code, Title 785.
2. Each of the persons, trusts and/or corporations known by OWRB staff to be the most recent landowners did not timely submit the required documents and fees. They were provided

with proper legal notices in accordance with the Oklahoma Administrative Procedures Act 75 O.S. § 309 (B). Any regular, temporary, marginal water, or special permit may be cancelled by the Board upon willful failure of the applicant to submit the required documents and fees.

3. New owners of land connected with the permit are required to provide OWRB with documents and fees for transfer to be the lawful holders of the permits. Willful failure to comply may result in cancellation of the permits by the Board upon proper notice and opportunity for a hearing as provided in the Administrative Procedures Act, 75 O.S. §§ 250, 209, 3120 et seq., and relating to (“OAC”) 785:30-7:7 and 20-9-4(f). The failure to comply is therefore deemed confessed as particularized to each Respondent / new property owner.
4. The Board adopts all of the findings of fact and conclusions of law contained above, the letters of notice, and attestations provided by the Oklahoma Water Resources Board staff that correspond to each Respondent.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Board **hereby cancels all the above permits** for failure to transfer in accordance with OAC 785:25-5-1 and OAC 785:30-5-9, and for failure to appear for hearing on the same on March 30, 2026, pursuant to OAC 785:4-7-3(d) .

IT IS SO ORDERED by the Oklahoma Water Resources Board in regular and open meeting this _____ day of 2026.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary
(SEAL)

CERTIFICATE OF MAILING

I certify that on the 31st day of April 2026, I mailed a true and correct copy of the above and foregoing instrument to the following Respondents and new owners of lands associated with the above permits:

James Allen Willson Revocable Trust 19067 W Cooksey Road Crescent, OK 73028	David R. Orme Living Trust 18579 E Petree Road Anadarko, OK 73005
Michael G Harris 12707 E 630 Road Hennessey, OK 73742	Green Industrial, LLC c/o Steven Caldwell PO Box 210 Weatherford, OK 73096
Randall & Jessica Thomas 100522 S. HWY 99 Prague, OK 74864	Ronald Luekenga Living Trust 13091 County Street 2470 Colony, OK 73021
Patrick & Prudence Bourk Family Trust PO Box 967 Boise City, OK 73933	Kelly George 1382 Poplar Street Wakita, OK 73771
Terry Humbarger PO Box 73 Colony, OK 73021	Terry & Susan Kile Life Estate 202 Ave K Beaver, OK 73921
Sol P Jones Living Trust 21805 E Jones Drive Luther, OK 73054	Henry & Cecelia Severin c/o Victoria Murphy 2802 Scissortail Lane Enid, OK 73703
Ali Sean & Caroline Jahansooz 3416 N 16 th Street Enid, OK 73701	Anchored Capital 3 Investments LLC 2810 Kelly Road Enid, OK 73703
Alan Beckwith 3149 Hwy 8 Cleo Springs, OK 73729	Dakota Kinder 22146 County Road EW 183 Frederick, OK 73542
Sol P Jones Living Trust 21805 E Jones Drive Luther, OK 73054	W Ranch Line Inc. 900 NW 18 th Street Oklahoma City, OK 73106
William Edwin Large & Billie Ann Large Family Trust 4137 County street 2790 Rush Springs, OK 73082	SRM Leasing LLC 1400 S Holly Ave Yukon, OK 73099
Dennis Mace 31100 CS 2500 Fort Cobb, OK 73038	Dakota Kinder 22146 County Road EW 183 Frederick, OK 73542
Wanda Oswald HC 2 Box 80 Keyes, OK 73947	SplashZone Inc. c/o Greg Jensen 1122 The Trails West Loop Enid, OK 73703

Beck 7269 HWY 9 Holdenville, OK 74848	Hay 4160 E Ruble Ave Taloga, OK 73667
Stamm 1211 N 7 th Elk City, OK 73699	Choate 35002 EW 1240 Seminole, OK 74868
Martin, Dale Leon & Donna Jo Joint Living 423 County Road 1260 Pocasset, OK 73079	Velin D Barnes 9995 S huey Lane Mannsville, OK 73446

OKLAHOMA WATER RESOURCES BOARD

By: Angela Rodriguez

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

IN THE MATTER OF MULTIPLE NOTICES ISSUED FOR RESPONDENTS' FAILURE TO
TIMELY SUBMIT CHANGE OF OWNERSHIP DOCUMENTS AND FILING FEES FOR
NOTICES RELATING TO THE MARCH 30, 2026 HEARING DATE

AFFIDAVIT

STATE OF OKLAHOMA)
)
COUNTY OF Oklahoma) SS

I, Amelia Stigler, upon my oath or
affirmation, and under penalty of perjury, state as follows:

- 1) I am an employee of the Oklahoma Water Resources Board, responsible for investigating and administering water rights change of ownership applications.
- 2) In the course of my duties I regularly review existing plat maps and parcel layers available through OWRB's Geographic Information System (GIS) and compare current county ownership records with records of land ownership maintained by OWRB's water rights database.
- 3) When a new owner or an owner other than that identified by OWRB's water rights records appears on the most recent GIS parcel layer, as informed by county clerks' ownership records, I follow OWRB's procedures to notify the newly identified owner of the change of ownership procedure by sending a Notice of Change of Ownership.
- 4) If no timely response is received to the Notice of Change of Ownership, I will send a second letter via both regular and certified US Mail to the new applicant informing them that they have until the hearing date identified in the letter to complete the Change of Ownership Application, or the water rights permit may be canceled.
- 5) I followed the above-stated procedure for mailing notice for each of the permits identified in the case captioned above.



OKLAHOMA

Water Resources Board

April 28, 2026

TO ALL INTERESTED PARTIES

Re: Proposed Order Cancelling Permits for failure to Timely
Submit Change of Ownership Documents and Filing Fees

Dear Interested Persons:

In a separate letter mailed to you, I had enclosed a **Proposed Order** that had been prepared by the Board Hearing Examiner. This proposed order will be presented to the Board for its consideration and official action at the next regular meeting scheduled for **Tuesday, May 19th, 2026**. **If you would like to disputed this cancellation, you will need to attend this hearing.**

This meeting is scheduled to commence at **9:30 a.m.**, and will be held in the second floor Board Room at the **Oklahoma Water Resources Board, 3800 N. Classen Blvd., Oklahoma City, OK 73118**.

At the Board meeting, staff will recommend review of the proposed Order and at that time, the Order may be approved, denied or modified by the Board.

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

Sincerely,

Angela Rodriguez
Legal Assistant

Encl.

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

IN THE MATTER OF MULTIPLE NOTICES ISSUED FOR RESPONDENTS' FAILURE TO
TIMELY SUBMIT CHANGE OF OWNERSHIP DOCUMENTS AND FILING FEES FOR
NOTICES RELATING TO THE APRIL 28, 2026 HEARING DATE

**PROPOSED ORDER CANCELLING PERMITS FOR FAILURE TO TIMELY SUBMIT
CHANGE OF OWNERSHIP DOCUMENTS AND FILING FEES**

COMES NOW, on April 28, 2026, at 9:00 a.m., the above numbered and entitled cause regarding submission of the required Change of Ownership (“COO”) documents and fees came on for hearing in the Second Floor Board Room at the office of the Oklahoma Water Resources Board, 3800 North Classen Boulevard, Oklahoma City, Oklahoma, before the assigned Hearing Examiner, David Mueller. The State of Oklahoma, ex rel. Oklahoma Water Resources Board (“OWRB”), was represented by Andrew Price, OWRB Assistant General Counsel. Respondents in this Proposed Order are one in the same as being the persons, trusts, and/or companies determined by OWRB staff to be the latest owners of the properties dedicated to the permits, and who are thus responsible to effectuate change of ownership in order to preserve the Oklahoma Water Resources Board (“OWRB”) permits without cancellation. *See attached*, Exhibit “A”. **The following 36 Groundwater Permits and 3 Stream Water Permits with their originally named owners are listed below:**

Groundwater Permits:

1. Harry D. and Geneva Hudson, Grady County, 1970-093
2. Bobby R. Matthews, Grady County, 1981-770
3. Donald Carpenter, Custer County, 1982-700
4. Steve Don and Robbie J. Gilbert, Washita County, 1998-639B
5. Ramona Irving, Beaver County, 1976-653
6. Ramona Irving, Beaver County, 1965-413B
7. Henry A. Hosier, Ellis County, 1954-257
8. Roy Lee Counts, Kingfisher County, 1952-166
9. Wendy Quarle Frey, Major County, 1953-340
10. Dale W. Wesner, Roger Mills County, 1953-802
11. Molly Morris Taylor, Tillman County, 1954-085
12. Jerry O. Taylor, Caddo County, 1954-610
13. Blair McGee, Harmon County, 1954-1011

14. GRG Family Trust, Cimarron County, 1955-791A
15. Cleo Bilbrey, Jackson County, 1955-1593
16. Cleo Bilbrey, Jackson County, 1972-471
17. Cleo Bilbrey, Jackson County, 1974-161
18. Robert Cox, Blaine County, 1961-054
19. Paul E. Taylor, Cimarron County, 1964-1009
20. Guy H. Studebaker, Texas County, 1965-279
21. KRM Petroleum Corp, Garvin County, 1967-568
22. Melvin Humphrey, Texas County, 1967-645C
23. W. P. Thomas, Marshall County, 1978-551
24. ~~Mary Haar Estate, Texas County, 1978-668~~
25. Mrs. Arthur Goodknight, Tillman County, 1980-634
26. Alpha E. Haynes, Roger Mills County, 1981-744
27. Alpha E. Haynes, Dewey County, 1981-767
28. Gladys Carey, Pottawatomie County, 1986-609
29. Stephens Trucking Inc, Oklahoma County, 1991-597
30. Mickey L. & Brenda S. Botts, Major County, 1997-509
31. C. L. George & Sons, Adair County, 1997-538
32. Russell Allard, Kiowa County, 2002-573
33. Larry Thomas, Beckham County, 2004-528
34. Trula G. Allen, Greer County, 1984-574
35. Countyline Grass & Cattle Co LLC, Canadian County, 1994-502
36. Ray and Evelyn Carpenter Living Trusts, Canadian County, 2006-560

Stream Water Permits:

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

JURISDICTION AND AUTHORITY

The Oklahoma Water Resources Board (“OWRB”) has jurisdiction and authority pursuant to the Oklahoma Groundwater Law, 82 O.S. §§ 1020.1 *et seq.*, the APA, 75 O.S. §§ 250 *et seq.*, and the rules of the OWRB Oklahoma Administrative Code (“OAC”) Title 785.

FINDINGS OF FACT

Based upon the statements in the letters of notice signed by Chris Neel, Water Resources Division Chief, the Respondents, or new owners of lands associated with the permits, were mailed

notices to legally effectuate change of ownership to transfer and thus maintain the permits, by first class U.S. Postal regular mail and certified mail. Therefore, sufficient notice was provided. None of the new owners of properties associated with the permits appeared for hearing and have not submitted the required documentation and fees pursuant to Oklahoma Administrative Code (“OAC”) 785:30-7:7 for Groundwater Permits, “Transfer of groundwater rights”, and 20-9-4(f), “Assignment or transfer of appropriation permit and transfer of title of land”, for Stream Water Permits.

In the absence of the Respondents, being the new owners of the land associated with the permits, who had an opportunity for a hearing and for whom the OWRB has sufficiently shown proper service by at minimum attempting mailings of notice to their known addresses, and therefore a judgment by default pursuant to 75 O.S. §309(E) and OAC 785:4-7-3(d) can be entered without further notice to the Respondents. The Findings of Fact and Conclusions of Law therein are fully incorporated and restated herein.

CONCLUSIONS OF LAW

Based upon applicable law, the Board draws the following Conclusions of Law:

1. OWRB has jurisdiction and authority pursuant to Oklahoma Groundwater Law, 82 O.S. §§ 1020.1 et seq. and the rules of the OWRB Oklahoma Administrative Code, Title 785.
2. Each of the persons, trusts and/or corporations known by OWRB staff to be the most recent landowners did not timely submit the required documents and fees. They were provided with proper legal notices in accordance with the Oklahoma Administrative Procedures Act 75 O.S. § 309 (B). Any regular, temporary, marginal water, or special permit may be cancelled by the Board upon willful failure of the applicant to submit the required documents and fees.
3. New owners of land connected with the permit are required to provide OWRB with documents and fees for transfer to be the lawful holders of the permits. Willful failure to

comply may result in cancellation of the permits by the Board upon proper notice and opportunity for a hearing as provided in the Administrative Procedures Act, 75 O.S. §§ 250, 209, 3120 et seq., and relating to (“OAC”) 785:30-7:7 and 20-9-4(f). The failure to comply is therefore deemed confessed as particularized to each Respondent / new property owner.

4. The Board adopts all the findings of fact and conclusions of law contained above, the letters of notice, and attestations provided by the Oklahoma Water Resources Board staff that correspond to each Respondent.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Board **hereby cancels all the above permits** for failure to transfer in accordance with OAC 785:25-5-1 and OAC 785:30-5-9, and for failure to appear for hearing on the same on March 30, 2026, pursuant to OAC 785:4-7-3(d) .

IT IS SO ORDERED by the Oklahoma Water Resources Board in regular and open meeting this _____ day of 2026.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary
(SEAL)

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

IN THE MATTER OF MULTIPLE NOTICES ISSUED FOR RESPONDENTS' FAILURE TO
TIMELY SUBMIT CHANGE OF OWNERSHIP DOCUMENTS AND FILING FEES FOR
NOTICES RELATING TO THE APRIL 28, 2026 HEARING DATE

AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) **ss**

I, _____, upon my oath or affirmation and under penalty
of perjury state as follows:

- 1) I am an employee of the Oklahoma Water Resources Board, responsible for investigating and administering water rights change of ownership applications.
- 2) In the course of my duties, I regularly review existing plat maps and parcel layers available through OWRB's Geographic Information System (GIS) and compare current county ownership records with records of land ownership maintained by OWRB's water rights database.
- 3) When a new owner or an owner other than that identified by OWRB's water rights records appears on the most recent GIS parcel layer, as informed by county clerks' ownership records, I follow OWRB's procedures to notify the newly identified owner of the change of ownership procedure by sending a Notice of Change of Ownership.
- 4) If no timely response is received to the Notice of Change of Ownership, I will send a second letter via both regular and certified US Mail to the new applicant informing them that they have until the hearing date identified in the letter to complete the Change of Ownership Application, or the water rights permit may be canceled.
- 5) I followed the above-stated procedure for mailing notice for each of the permits identified in the case captioned above.

EXHIBIT "A"

6) As of the date of this signature below, no response was received completing the change of ownership, nor indicating an intent to complete the change of ownership, for any of the permits listed above.

(Signature of Affiant)

The foregoing was acknowledged before me on this _____ day of April, 2026.

Notary Public

SEAL

My commission expires: _____

CERTIFICATE OF MAILING

I certify that on the 28th day of April, 2026, I mailed a true and correct copy of the above and foregoing instrument to the following Respondents (new landowners for each designated permit):

OKLAHOMA WATER RESOURCES BOARD

By: Angela Rodriguez

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

IN THE MATTER OF MULTIPLE NOTICES ISSUED FOR RESPONDENTS' FAILURE TO
TIMELY SUBMIT CHANGE OF OWNERSHIP DOCUMENTS AND FILING FEES FOR
NOTICES RELATING TO THE APRIL 27, 2026 HEARING DATE

AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss

I, Jason Tutkowski, upon my oath or affirmation and under penalty
of perjury state as follows:

- 1) I am an employee of the Oklahoma Water Resources Board, responsible for investigating and administering water rights change of ownership applications.
- 2) In the course of my duties, I regularly review existing plat maps and parcel layers available through OWRB's Geographic Information System (GIS) and compare current county ownership records with records of land ownership maintained by OWRB's water rights database.
- 3) When a new owner or an owner other than that identified by OWRB's water rights records appears on the most recent GIS parcel layer, as informed by county clerks' ownership records, I follow OWRB's procedures to notify the newly identified owner of the change of ownership procedure by sending a Notice of Change of Ownership.
- 4) If no timely response is received to the Notice of Change of Ownership, I will send a second letter via both regular and certified US Mail to the new applicant informing them that they have until the hearing date identified in the letter to complete the Change of Ownership Application, or the water rights permit may be canceled.
- 5) I followed the above-stated procedure for mailing notice for each of the permits identified in the case captioned above.

EXHIBIT "A"

6) As of the date of this signature below, no response was received completing the change of ownership, nor indicating an intent to complete the change of ownership, for any of the permits listed above.

Jason T. Tattat

(Signature of Affiant)

The foregoing was acknowledged before me on this 29th day of April, 2026.



Angela Keating
Notary Public

SEAL

My commission expires: 11-15-28

EXHIBIT "A"

CERTIFICATE OF MAILING

I certify that on the 28th day of April 2026, I mailed a true and correct copy of the above and foregoing instrument to the following Respondents and new owners of lands associated with the above permits:

Cassidy & Whitney Young 484 County Road 1580 Marlow, OK 73055	Adam & Heather Richardson 22351 E 1010 Rd Arapaho, OK 73620
Gary & Barbara Matthews 1142 County St. 2990 Blanchard, OK 73010	Steve & Robbie Gilbert Family Trust 11488 N 2090 Road Canute, OK 73626
Irving, LLC 717 E. Shadow Creek LN Sioux Falls, SD 57108	Donald & Sue West 1733 Enterprise Woodward, OK 73801
Mark States 10399 E 590 Hennessey, OK 73742	John & Carol Wright 16 Silver Meadow Ln Enid, OK 73703
US National Park Service PO Box 25287 Denver, CO 80225	Cindy Lou Ray PO Box 131 Altus, OK 73522
Matthew Taylor 29356 Herman Ln Blanchard, OK 73010	Tama Gayle Jarvis et vir 17528 E 1630 Rd Hollis, OK 73550
James Mark Robinson PO Box 686 Boise City, OK 73933	The Kent Kirby & Kathleen Wheat Living Trust PO Box 284 Duke, OK 73532
Kathryn Shaun Cox Thompson 74589 N 2477 Rd Canton, OK 73724	JP Bourk HC 2 Box 41 Boise City, OK 73933
Jerry & Beth Wiebe Rt 2 Box 83 Hooker, OK 73945	Craig & Crystal Ensey PO Box 1092 Pauls Valley, OK 73075
Bryant & Lizeth Barrios HC 2 Box 92 Keyes, OK 73947	Thomas Park Holdings, LLC 3595 E State HWY 9 Norman, OK 73071
William Haar PO Box 1160 Elkhart, KS 67950	Ricky & Belinda Stevens 22045 CR EW 180 Frederick, OK 73542

Tommy Welty 7572 N 2030 Rd Leedy, OK 73654	Arthur & Johnnie Welty Living Trust 8301 N 1912 Rd Leedy, OK 73654
Daniel & Alice Jones 1958 S Pott Rd Harrah, OK 73045	Brad & Christina Henderson 8600 E Britton Rd Jones, OK 73048
Bob & Joanna Seelke 5874 Hwy 8 Cleo Springs, OK 73729	Mike & Shandra Langley Revocable Trust 469411 E 670 Rd Westville, OK 74965
2 Dads Armory & Gunsmithing LLC PO Box 116 Roosevelt, OK 73564	Casey Thomas PO Box 183 Sayre, OK 73662
Trula Allen Nabors Revocable Trust 10426 E Mini Lane Florence, AZ 85232	Jason & Kaci Douglas 881 S Canadian Rd Hinton, OK 73047
Ken & Debbie Carpenter Family Trust 14800 SW 104 th Street Mustang, OK 73064	Stability Strategic Management LLC 4529 Enterprise Place Oklahoma City, OK 73128
Richard Parkey c/o Paul Parkey 264501 E 1970 Rd Temple, OK 73568	Peter Dougherty 18188 County Rd 1050 Hinton, OK 73047

**OKLAHOMA WATER RESOURCES
BOARD**

By: Angela Rodriguez

3.R.

**WATER RIGHTS ADMINISTRATION DIVISION
Stream Water Permit Excused Nonuse**

May 19, 2026

2013-023

Paul D. Glass

McCurtain County

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

IN THE MATTER of an Update to the Maximum)
Annual Yield for the Alluvium and Terrace)
Deposits of the Beaver-North Canadian River)
underlying parts of Blaine, Canadian, and)
Oklahoma counties, Oklahoma, covering all or)
parts of Township 12N, Ranges 4WIM, 5WIM,)
6WIM, and 7WIM and Township 13N, Ranges)
4WIM, 5WIM, 6WIM, 7WIM, 8WIM, and 9WIM,)
and Township 14N, Ranges 8WIM, 9WIM,)
10WIM, and 11WIM, and Township 15N, Ranges)
10WIM, 11WIM, and 12WIM, and Township)
16N, Ranges 10WIM, 11WIM, and 12WIM, and)
Township 17N, Ranges 11WIM, 12WIM, and)
13WIM, and Township 18N, Ranges 12WIM and)
13WIM, and Township 19N, Ranges 12WIM and)
13WIM.)

**FINAL ORDER FOR THE UPDATE OF THE MAXIMUM ANNUAL YIELD
FOR THE ALLUVIUM AND TERRACE DEPOSITS
OF THE BEAVER-NORTH CANADIAN RIVER, REACH II**

On this 19th day of May 2026, there came for consideration a proposed order to update the maximum annual yield for the alluvium and terrace deposits of the Beaver-North Canadian River Groundwater Basin (Reach II). A public meeting on the Tentative Order for the same was held on October 23, 2025, at the Roman Nose State Park Lodge, Blaine, Oklahoma, beginning at approximately 4:15 pm. Notice was provided in accordance with Section 1020.6 of Title 82 of the Oklahoma Statutes. The following Oklahoma Water Resources Board (“OWRB” or “Board”) exhibits were admitted into evidence: OWRB Exhibit No. 1, Tentative Order dated July 15, 2025; OWRB Exhibit No. 2, Proof of Publication of the Public Meeting; and OWRB Exhibit No. 3, PowerPoint slides that were presented at the public meeting by Alan LePera, OWRB Technical Studies Geologist. Comments and questions by persons from the public who appeared were duly taken in the proceeding. Based upon the updated hydrologic surveys and investigations, the Board makes and enters the following final findings, final conclusions of law, and order and directives.

EXISTING MAXIMUM ANNUAL YIELD

1. On April 10, 1990, the Board issued an Order establishing the maximum annual yield for the alluvium and terrace deposits of the Beaver-North Canadian River Groundwater Basin in Blaine, Canadian, and Oklahoma counties, Oklahoma, covering all or parts of Township 12N, Ranges 4WIM, 5WIM, 6WIM, and 7WIM; Township 13N, Ranges 4WIM, 5WIM, 6WIM, 7WIM, 8WIM, and 9WIM; Township 14N, Ranges 8WIM, 9WIM, 10WIM, and 11WIM; Township 15N, Ranges 10WIM, 11WIM, and 12WIM; Township 16N, Ranges 10WIM, 11WIM, and 12WIM; Township 17N, Ranges 11WIM, 12WIM, and 13WIM; Township 18N, Ranges 12WIM and 13WIM, and Township 19N, Ranges 12WIM and 13WIM.
2. In the Order, the Board determined:
 - a. The total land area overlying the basin was 211,840 acres;
 - b. The amount of water in storage as of July 1, 1973, was approximately 950,000 acre-feet;
 - c. The rate of natural recharge to the basin was 2.5 inches per year and total discharge from the basin during the 20-year simulation period was 2.83 million acre-feet;
 - d. Transmissivity of the basin sediments ranged from 0 to 2,050 feet squared per day and averaged 1,080 feet squared per day; and
 - e. Pollution to the basin from natural sources was considered negligible.
3. The Order determined the equal proportionate share, based on a 20-year basin life, to be one (1) acre-feet per acre per year of fresh groundwater.

FINAL FINDINGS

4. The Board has made or caused to be made hydrologic surveys and investigations of the Beaver-North Canadian River Alluvium and Terrace Groundwater Basin (Reach II), in parts of Blaine, Canadian, and Oklahoma counties. The study area is a long, narrow surficial aquifer that resides along an approximate 116-mile-long stretch of the North Canadian River from Canton Lake in northwestern Blaine County to Lake Overholser on the west side of Oklahoma City.

The hydrologic surveys and investigations reviewed for this order include the U.S. Geological Survey (USGS) Scientific Investigations Report 2015-5183, Hydrogeological Framework, Numerical Simulation of Groundwater Flow, and Effects of Projected Water Use and Drought for the Beaver-North Canadian River Alluvial Aquifer, Northwestern Oklahoma, by Ryter, D.W., and Correll, J.S. (2016) and U.S. Geological Survey Open-File Report 83-4076, Numerical Simulation of the Alluvium and Terrace Aquifer along the North Canadian River from Canton Lake to Lake Overholster, Central Oklahoma, by Christenson, S.C., (1983).

5. The Beaver-North Canadian River Alluvium and Terrace Groundwater Basin is composed of Quaternary-age sediments (sand, silt, clay, and gravel) that unconformably overlie Permian-age bedrock units principally composed of shale and sandstone. In Canadian County, bedrock outcrops in a narrow band approximately 22 miles long that separates the alluvial deposits from the older and topographically higher terrace deposits.

6. Groundwater wells completed in the alluvium and terrace deposits typically yield 100-300 gallons per minute. Individual well yields range from less than 10 gallons per minute to more than 1,000 gallons per minute in some high-capacity irrigation and municipal wells. Groundwater is predominantly used for irrigation and public supply purposes, with smaller proportions for power, industrial, and recreational uses.

7. The total land area overlying Reach II of the basin is approximately 363 square miles or 232,035 acres (excluding the area of Lake Overholster) based on updated Oklahoma Geologic Survey surficial geology maps, drillers logs submitted to the OWRB, and aerial photography (see *Executive Summary Report* for details of the changes to the basin area).

8. The amount of groundwater in storage in Reach II is approximately 1.1 million acre-feet, calculated as the sum of the model cell storage values calculated by multiplying the cell area (61.8 acres), cell saturated thickness, and cell specific yield.

9. Model calibrations for the Reach II numerical flow model yielded a mean annual recharge estimate of 60,950 acre-feet per year or about 3.1 inches per year, which corresponds to 59,942 acre-feet per year when applied to the updated 362 square-mile OWRB-defined basin area. Accordingly, over a 20-year period, the total amount of recharge to the groundwater basin would be approximately 1.20 million acre-feet.

10. To estimate total groundwater discharge from Reach II of the basin attributable to withdrawals, the Board assumes full withdrawal of groundwater authorized by rights to use the groundwater established under state laws as they existed prior to July 1, 1973, as recognized in final orders determining prior rights to use groundwater. For Reach II, active prior rights authorize the withdrawal of 27,402.1 acre-feet per year. In addition, current regular active permits in Reach II (as of June 2025) authorized withdrawals totaling 32,986.0 acre-feet per year. Assuming full withdrawal of all authorized groundwater use and no change in permit status over the 20-year model period, total anthropogenic discharge from the basin is approximately 1.21 million acre-feet.

11. Model-calibrated horizontal hydraulic conductivity (Kh) for Reach II ranged from 4 to 279 feet per day, with a mean of 92 feet per day. Values of transmissivity from three published aquifer tests in Canadian County (all in alluvium) showed a transmissivity range of 5,347.2 to 13,100.7 feet squared per day. Christenson (1983) estimated a mean transmissivity of 1,080 feet squared per day for the modeled basin area. Based on the updated model-calibrated Kh and basin-averaged saturated thickness of 24 feet, the mean transmissivity is about 2,208 feet squared per day. Model-calibrated specific yield (Sy) ranged from 0.10 to 0.25, with a mean of 0.20.

12. In general, groundwater in the basin is calcium bicarbonate type and is considered suitable for most uses. The average concentration of total dissolved solids within Reach II is about 732 milligrams per liter (mg/L). Groundwater that is sourced from the alluvium of the North Canadian River generally has a higher overall concentration of total dissolved solids than the associated terrace deposits; concentrations greater than 1,000 mg/L have been measured in this aquifer historically and were characterized as either sodium chloride or calcium sulfate types. Higher concentrations of sulfate and chloride are likely sourced from the dissolution of halite (NaCl) and gypsum (CaSO₄-2H₂O) in the underlying Permian-age bedrock. Total dissolved solids, nitrogen (as nitrate), iron, and manganese are all considered water quality concerns in Reach II;

more than half of the water quality data available had total dissolved solid concentrations exceeding 500 milligrams per liter. High concentrations of iron and manganese in several samples suggest that dissolved oxygen is being depleted locally in the groundwater or that pumping has induced the upward migration of more mineralized groundwater. High nitrate concentrations in groundwater are associated with areas of the aquifer overlain by croplands and are likely attributed to fertilizers.

13. Based on the updated hydrologic investigation and the information presented in Final Findings Nos. 7 through 11, the maximum annual yield for Reach II of the Beaver-North Canadian Alluvium and Terrace Groundwater Basin is 120,644 acre-feet per year, equivalent to 4.68 million acre-feet over the 20-year life of the basin period. This yield corresponds to an equal proportionate share of 0.5 acre-feet per acre per year for the undeveloped land areas. Current active regular permits will continue to maintain an equal proportionate share of 1.0 acre-foot per acre per year, consistent with the April 1990 final order.

FINAL CONCLUSIONS

14. The Board is given authority by the Oklahoma Groundwater Law, 82 O.S. Supp. 2000, Sections 1020.4, 1020.5, and 1020.6 to make hydrologic surveys and investigations, enter orders to make tentative determinations, hold hearings on the tentative determinations, and make final determinations of the maximum annual yields of each groundwater basin and subbasin. The Board is also given authority to cooperate with state and federal agencies engaged in similar surveys and investigations and may accept and use the findings of such agencies.

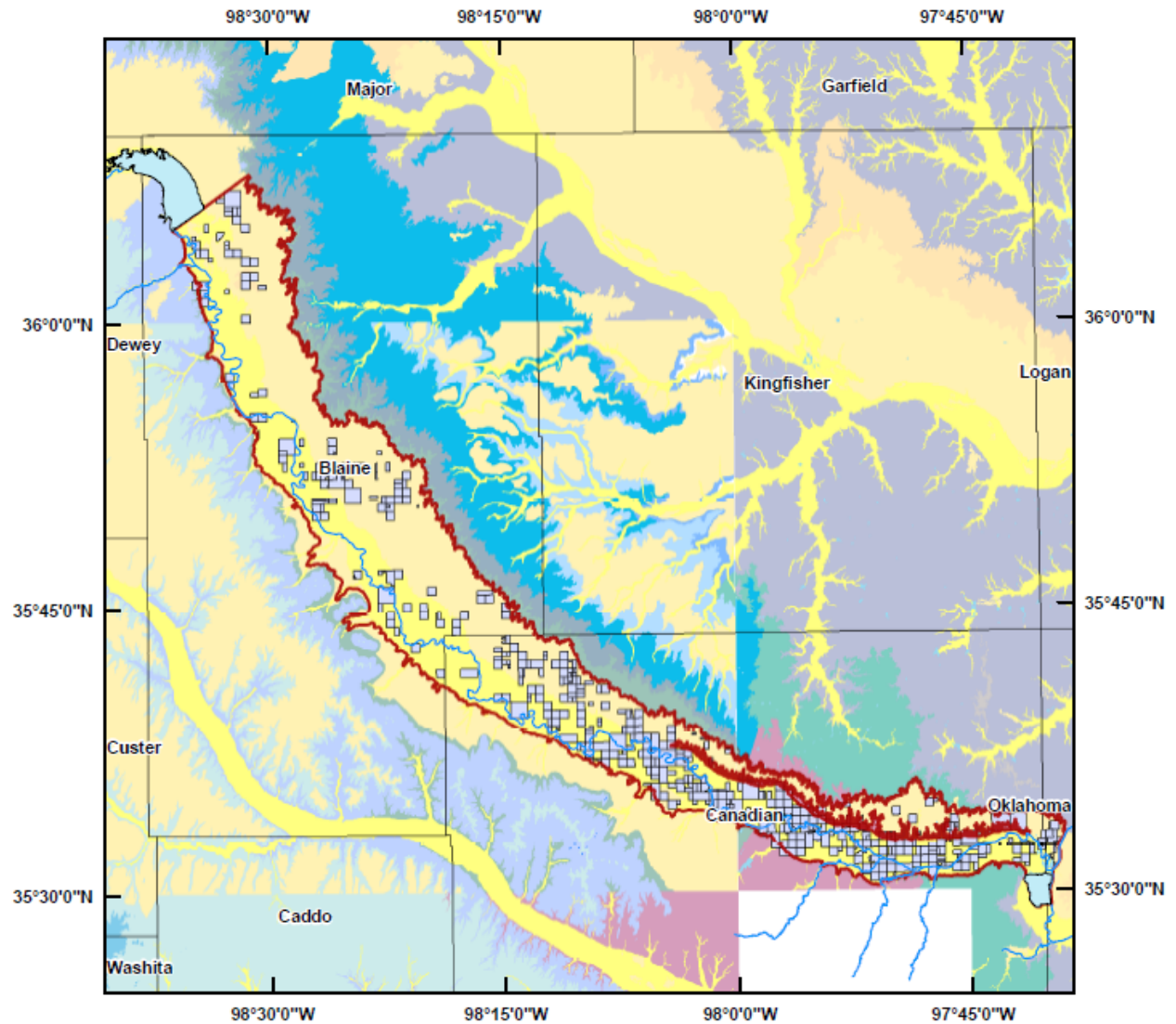
15. The Beaver-North Canadian Alluvium and Terrace Groundwater Basin has been designated by the Board as a "major groundwater basin" as defined by the Oklahoma Groundwater Law. See Section 1020.1(3) of Title 82 of the Oklahoma Statutes.

16. In accordance with Section 1020.5 of Title 82 of the Oklahoma Statutes, after completing hydrologic surveys, the Board made a tentative determination by order on July 15, 2025, of the maximum annual yield of groundwater to be produced from a basin or subbasin, based upon the following:



- a. total land area overlying the basin or subbasin;
- b. amount of water in storage in the basin or subbasin;
- c. rate of recharge to and total discharge from the basin or subbasin;
- d. transmissibility of the basin or subbasin; and
- e. possibility of the basin or subbasin from natural sources.

The maximum annual yield is to be based on a minimum basin life of 20 years from the date of the final order determining the maximum annual yield.







Attachment 1. Updated boundary of Reach II of the Beaver-North Canadian Alluvial Groundwater Basin with permitted lands.



EXPLANATION

-  Revised OWRB Reach II Boundary
-  Permitted Lands (active and inactive)

Oklahoma Geological Survey Geology

- | | |
|--|---|
|  Alluvium |  Duncan Sandstone |
|  Blaine Formation |  El Reno Group, Undifferentiated |
|  Dog Creek Shale |  Terrace Gravel |



5. SPECIAL CONSIDERATION

WATER RIGHTS ADMINISTRATION DIVISION

May 19, 2026

WATER RIGHTS ADMINISTRATION DIVISION
Application for a Temporary Limited Quantity Groundwater Permit

May 19, 2026

NUMBER & DATE	COUNTY	NAME OF APPLICANT	RECOMMENDATION
2025-606 7/23/2025	Craig County	Redbud OK One, LLC	Approval for proposed order

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

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

**IN THE MATTER OF THE APPLICATION
OF REDBUD OK ONE, LLC
TO USE GROUNDWATER IN
CRAIG COUNTY, OKLAHOMA**

Application No. 2025-0606

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND BOARD ORDER

This matter arises from Application No. 2025-0606 for a Temporary Groundwater Permit, by Redbud OK One, LLC (or “Applicant”), operated by co-owners Anthony Spandrio, Sr. and Laura Spandrio, for use in Craig County, Oklahoma. A hearing on the merits was held at the Board offices located at 3800 N. Classen Blvd., in Oklahoma City, Oklahoma on February 3, 2026, at 9:00 a.m. The hearing occurred because individuals in objection (“Protestants”) filed timely written protests, who were Jason Enyart, Lonnie and Helen Rue, Deborah J. Frisk, Gary and Sherry York, James Louis and Myrtle Freeman, Tim Ray, Robert Thompson, Anual & Brooke Wisdom, Tyler and Marissa Charles, Mike and Brandy Kenyon, Barbara Dollar. An untimely protest letter was received by OWRB offices from Kimberly Hale on January 2, 2026, after the Notice of Hearing had been mailed out on or about December 19, 2025.

Upon conclusion, the hearing was adjourned and the matter was taken under advisement by the hearing examiner. A Proposed Order was prepared, served on the parties, and presented to the Board for consideration and action. Based upon the separately stated Findings of Fact and Conclusions of Law that follow, the Board determines that Application No. 2025-0606 should be granted, as set forth below.

FINDINGS OF FACT

Upon its evaluation of the evidence and additional records and facts officially noticed in the record, the Board hereby makes the following Findings of Fact:

BACKGROUND OF THE APPLICATION

1. Redbud OK One, LLC filed Application No. 2025-0606 with the Oklahoma Water Resources Board (Board) for a permit to use 10 acre-feet of groundwater per year. The groundwater is proposed to be used for recreational purposes, and stated to be a fish habitat pond for a family-oriented resort with approximately 18 RV sites and 10 tiny homes on Applicant’s owned property of 15.24 acres located in the N2 SW SW of Section 30, T24N, R19EIM, Craig County, Oklahoma. Groundwater is proposed to be withdrawn from 1 well located in the

NE SW SW of Section 30, T24N, R19EIM, Craig County, Oklahoma. The land dedicated to the permit overlies the groundwater basin known as the Northeastern Oklahoma Pennsylvanian aquifer. The Board has not approved a maximum annual yield for this basin, therefore the amount of groundwater available to the Applicant for its equal proportionate share is 2 acre-feet per acre of dedicated land per year.

NOTICE OF THE APPLICATION AND PROTESTS

2. Redbud OK One, LLC by way of Anthony Spandrio, Sr., filed with the Board an Affidavit of Notification by Certified Mail, dated received by the OWRB on November 7, 2025, stating the notification of the application to surface estate owners of lands located within 1,320 feet of the outside boundary of each ten acre tract of the wells subject to Application No. 2025-0606 of Applicant's intention to use groundwater occurred by certified mail on October 16, 2025, as supported by the documentation included in OWRB Exhibit "4". The Notice of Application in the same exhibit states in relevant part, "Comments to the application must be in writing and received by the Board not later than ten days after receipt of notice". Regarding the actual receipt of the mailing, Sara Enyart, wife of Protestant Jason Enyart, testified that they received the Notice of the Hearing, but did not receive the notice of the Application from Redbud OK One, LLC, and learned about it through a neighbor. The Enyart Protest letter in objection, regardless, was timely filed and is dated as October 19, 2025. Protestant Deborah Frisk testified that she received her mailing, but just as an envelope with nothing in it. The Frisk letter in objection, regardless, was timely filed and is dated as October 25, 2025.

3. The record does not establish that the above Protestants were prejudiced by a lack of actual U.S.P.S. mailed receipt of a copy of the Notice of Application by Redbud OK One, LLC for a groundwater permit. Their timely and promptly filed letters in protest themselves reveal that the authors were sufficiently informed of the Application for a Groundwater Permit, correctly identified it as the assigned number of 2025-0606, and recited details that the Notice of Application had more likely than not been read and understood by them. Protestant Deborah Frisk's protest letter dated October 25, 2025, accurately cites the legal description for the Application and that it is for one well. Protestant Jason Enyart's filed protest acknowledges that "*we understand that this permit is requesting 10 acre-feet of water per year, which amounts to over 3.25 million gallons annually.*" See OWRB Exhibit "5". Ultimately, they filed timely protest letters and their appearances for the hearing were effectively secured by their attendance. Therefore, Notice of the Application is found to be sufficiently executed by the Applicant, and at a minimum constructive notice had occurred for the objecting Protestants who both had secured filed protest letters and appearances for the hearing.

HEARING SUMMARY

4. The OWRB Notice of Hearing was mailed on December 19, 2025. See OWRB Exhibit "5" to the addresses Applicant and Protestants had provided of record in the file. Appearing Protestants did not dispute receiving this notice. Protestants Lonnie Rue, Helen Rue, Gary York, and Sherry York did not appear

for the hearing on February 3, 2026, according to the attendance sheet, and have defaulted and abandoned any interests pursuant to Oklahoma Administrative Code ("OAC") 785:4-7-3(c). The protest letter of Kimberly Hale that was submitted to the OWRB offices after the hearing had been scheduled and participants notified of the same is dismissed for a lack of standing pursuant to OAC 785:4-5-4(b)(3), and for untimely filing. Appearing Protestants were as follows: Deborah J. Frisk, James Louis and Myrtle Freeman, Tim Ray, Robert Thompson, Anual & Brooke Wisdom, Tyler and Marissa Charles, Jason Enyart by and through his wife Sara Enyart, Mike and Brandy Kenyon, and Barbara Dollar, whose appearances are confirmed as being counted as present for the hearing. Applicant appeared by and through its co-owners, Anthony Spandrio, Sr. and Laura Spandrio for the hearing on February 3, 2026.

5. The exhibits that were admitted into the record from the hearing were: Oklahoma Water Resources Board Application File Documents consisting of Exhibit "1", Application No. 2025-0606 and OWRB staff Checklist; Exhibit "2", Ownership Documents that include a filed Warranty Deed to Redbud OK One, LLC, filed on January 2, 2024, Book 750, Page 1, Craig County Clerk; Exhibit "3", Notice of Application; Exhibit "4", Proof of Service that include Affidavit of Notification, Green Cards and USPS Tracking Copies; Exhibit "5", Protest Letter; Exhibit "6", Notice of Hearing dated as mailed on December 19, 2025 and USPS Green Cards; Exhibit "7", Maps, including OWRB Groundwater Map; Exhibit "8", Attendance Sheet from February 3, 2026 Hearing. Applicant Documents consisting of: Exhibit "1", Applicant's PowerPoint Slides. Protestant Brandy Kenyon also submitted by all appearances more originally-sourced photographs of the same photograph copies already admitted into evidence within the above-listed OWRB Exhibit "5".

APPLICANT'S WELL IS ON LAND PROPERLY DEDICATED TO THE PERMIT

6. The undisputed evidence shown by Applicant's Ownership Documents including the Warranty Deed to Redbud OK One, LLC, filed on January 2, 2024, Book 750, Page 1, Craig County Clerk, OWRB Exhibit "2", demonstrates that the land dedicated to the groundwater permit application is properly dedicated to the land being used for groundwater by the Applicant.

THE LAND OVERLIES A GROUNDWATER BASIN

7. The property dedicated to the permit overlies a groundwater basin known as the Northeastern Oklahoma Pennsylvanian groundwater basin. The Board has not established a maximum annual yield for this basin, and the amount of groundwater available to the Applicant is 2 acre-feet per acre of dedicated land, annually.

BENEFICIAL USE UNDER OAC 785: 30-1-2 WAS SUFFICIENTLY MET BY APPLICANT

8. As defined by OAC 785:30-1-2, "Beneficial use" means the use of such quantity of stream or groundwater when reasonable intelligence and reasonable diligence

are exercised in its application for a lawful purpose and as is economically necessary for that purpose. Beneficial uses include but are not limited to municipal, industrial, agricultural, irrigation, recreation, fish and wildlife, etc.” Redbud OK One, LLC proposes to use the requested groundwater permit for recreational purposes related to having a fish habitat for its guests to use in the pond on its dedicated property. Some Protestants disagreed with the use of the pond for these commercial purposes, which is not prohibited by the rule. Such an interpretation prohibiting free market uses associated with capitalism, as supported by the rule’s wording of “economically necessary”, would also mean the absurd result that many farmers in Oklahoma, by way of example, would also not be eligible. It is clear from the record that the purpose of the pond is part of the economically necessary component of the business plan set forth by Applicant, in accord with the plain and unambiguous Oklahoma Administrative Code rule.

9. Therefore, it is found that Applicant sufficiently established that the proposed use by Redbud OK One, LLC satisfies the definition of “Beneficial use” defined under OAC 785:30-1-2.

WASTE BY POLLUTION UNDER 82 O.S. §1020.15
WAS SUFFICIENTLY MET BY APPLICANT

10. Pursuant to 82 O.S. §1020.15 (A)(7), the Oklahoma Water Resources Board shall not permit any groundwater user to commit waste by permitting or causing the pollution of a fresh water strata or basin through any act which will permit fresh groundwater polluted by minerals or other waste to filter or otherwise intrude into such a basin or subbasin. The Board is precluded from determining whether waste by pollution will occur pursuant to the provisions of this paragraph if the activity for which the applicant or water user intends to or has used the water as specified under Section 1020.9 of this title is required to comply with rules and requirements of or is within the jurisdictional areas of environmental responsibility of the Department of Environmental Quality or the Oklahoma Department of Agriculture, Food, and Forestry.

11. Anthony Spandrio, Sr. testified that Applicant would not permit or cause the pollution of a freshwater strata or basin through any act which will permit fresh groundwater polluted by minerals or other waste to filter or otherwise intrude into such a basin or subbasin, consistent with the above cited section. Additionally, he testified that Applicant would not use groundwater for air conditioning for cooling purposes without providing facilities to aerate and reuse such water. No relevant evidence was provided on the record by any of the Protestants by clear and convincing evidence contrary to the Applicant’s testimony. Regarding questions or comments by appearing protestants, the Board is also not authorized by the Legislature in the analysis of 82 O.S. §1020.15 to deny a permit because neighbors speculate about contamination or fear economic loss.

12. Therefore, for the above reasons it is found that Applicant sufficiently established that Waste by Pollution will not occur as defined under 82 O.S. §1020.15.

WASTE BY DEPLETION 82 O.S. §1020.15
WAS SUFFICIENTLY MET BY APPLICANT

13. The Board has not approved a maximum annual yield for this basin, and the amount of groundwater available to the Applicants is 2 acre-feet per acre of dedicated land per year.

14. Anthony Spandrio, Sr. testified that Redbud OK One, LLC would not transport groundwater from a well to the place of use in such a manner that there is excessive loss in transit, and that it would not use the groundwater in such an inefficient manner that excessive losses occur. No relevant evidence was provided on the record by any of the Protestants by clear and convincing evidence contrary to the Applicant's testimony.

15. The Board acknowledges Protestants' public concerns about the groundwater supply in the area. However, there is no basis in this case to determine that Applicant's proposed use will be impermissible or unlawful. The stated purpose of Oklahoma Groundwater Law is to promote the reasonable development and use of groundwater resources by overlying landowners. 82 O.S. § 1020.2(A). As written, the law contemplates the eventual depletion of the groundwater resources, and "the use or nonuse by one landowner neither decreases nor increases the proportionate share of another." OWRB v. Texas County Irr. And Water Resources Ass'n, Inc. 1984 OK 96, ¶ 7, 711 P.2d 38. In the analysis of 82 O.S. §1020.15, the Board is also not authorized to deny a permit because neighbors speculate or generally predict aquifer depletion. The Oklahoma Legislature addressed long-term aquifer effects by capping every landowner's annual right at 2.0 acre-feet per acre of dedicated land, and a scientifically set amount for studied basins. For concerns regarding requests that are more than what neighbors speculate as being "needed", when withdrawals stay under the fact that a Protestant's well is speculated to produce or use less water than was requested for a permit is also immaterial.

16. Therefore, it is found that Applicant sufficiently established that Waste by Depletion would not occur as defined under 82 O.S. §1020.15.

A WELL-SPACING EXCEPTION IS FOUND TO BE APPROPRIATE

17. Mr. Spandrio requested a well-spacing exception for the Applicant in the Application, stating in relevant part, "the well in question per the plat map below is incorrect. Well ID 15566 belongs to Lonnie D. Rue. The location noted on the map, that property is owned by Barbara Dollar. I have spoken to Barbara and she indicated to me in a text message that she does not have a water well on her property." See OWRB Exhibit "1". The applicable well-spacing rule for the Northeastern Oklahoma Pennsylvanian groundwater basin that was determined by OWRB staff to be a minor bedrock ground water basin, the category of which is found under OAC 785:30-3-6 (a) (3). *"Well spacing (a) Spacing requirements: For applications filed on or after October 1, 2019 within minor bedrock groundwater basins or subbasins, no new or proposed well(s) shall be authorized by temporary permit to be drilled and completed within one thousand three hundred twenty feet of an authorized existing well or proposed well location on lands of another, provided*

that the well on lands of another is capable of taking water from the same basin". A location exception shall be granted if the person requesting the exception shows and the Board determines in an individual proceeding that drilling or completing the new or proposed well at the location required to comply with the established well spacing set forth in subsection (a) of this section would be inequitable or unreasonable, and that notice as set forth in 785:30-3-4, of the location exception request is provided. *See, OAC 785:30-3-6 (b)*

18. No arguments or evidence were offered to contradict that the amount or dimensions of the land dedicated to the permit precludes the drilling of a new well within the property dimensions of Applicant's own dedicated land for adjusting to a compliance with the spacing distance to nearby existing authorized wells capable of taking water within 1,320 feet of the Applicants' well site. Further, no proof was shown by clear and convincing evidence that authorized wells or authorized proposed wells capable of taking water from the same basin existed within that distance.

19. Therefore, it is found that the disallowance of a location exception for the location of Applicant's 1 well on its owned property would result in an inequitable or unreasonable result. A well-spacing exception pursuant to OAC 785:30-3-6 should be granted by the Board.

POST-HEARING DOCUMENTS SUBMITTED BY DEPLOYED PROTESTANT

20. Mr. Jason Enyart emailed OWRB staff on October 20, 2025, followed up to the letter of protest he had filed the day before: *"It was a pleasure speaking with you today on the phone. As discussed, I have attached my objection letter and put in as much information as possible. As I am being deployed, if you have any questions or concerns please let me know via email. I will have intermittent access to email. At the end of the letter I added a picture to show that our properties connect and our residence is about 500 feet away and we were not sent any notice, which is alarming that we were missed. Thank you for your attention to this matter, Jason Enyart"*. No specific dates of deployment were cited and none of the post-hearing SCRA ("Servicemembers Civil Relief Act") documents that are to be addressed in the below paragraphs were provided at that time. Next, the Notice of Hearing by OWRB to all interested persons who filed timely protests was directed to them at their addresses of record. *See OWRB Exhibit "6"*. The OWRB hearing on the Groundwater Application by Redbud OK One, LLC, 2025-0606, was scheduled for February 3, 2026. The hearing date was approximately 106 days after Mr. Enyart's October 20, 2025 email, being more than the 90-day automatic stay stated by Mr. Enyart's SCRA-related documents that he provided after it occurred. The OWRB Notice of Hearing provided in the last paragraph the relevant legal issues and facts to be heard, and an email and phone number for persons with questions about the notice. Sara Enyart disputed receiving Applicant's Notice of Application but did not dispute the OWRB Notice of Hearing. She timely appeared for the hearing on behalf of both her husband and herself.

21. Jason Enyart, Protestant of record whose appearance for the hearing was de-facto secured by his wife Sara Enyart, then submitted the following post-hearing documents

the day after the hearing already occurred to the OWRB offices by email. Submitted by email was a Letter to OWRB staff, dated February 4, 2026, identifying himself as a “Defendant”. The term of “Defendant” is a mischaracterization of the legal designation of a “Protestant” in this administrative context. The correct term of “Protestant” here is essentially one who objects to another’s groundwater permit application. The status of Protestant is acquired for *any interested person* by the simple act of filing a timely letter to someone else’s groundwater application. See OAC 785:4-5-4. This does not confer the same interested persons the automatic status of having legal standing, which is addressed herein as a separate issue. Mr. Enyart’s document demands a stay of proceedings pursuant to the Servicemembers Civil Relief Act, 50 U.S.C. 522, but the hearing or proceeding had already taken place the day before this was finally provided to OWRB. His Commanding Officer electronically signed on February 9, 2026 a document confirming his current deployment status overseas, and that Mr. Enyart would be unable to appear in court until on or after October 1, 2026. Additionally, an Affidavit asserts the Oklahoma National Guard Staff Judge Advocate Office advised him that the court or administrative hearing authority under the 50 U.S. § 3922, that in relevant part requires a 90-day stay. It also alleges the Court thereafter is required to appoint counsel to the deployed soldier, who in this case as articulated above is not a “defendant”, nor even a “respondent” answerable to OWRB in a scenario in which a water well permit is the subject of cancellation by virtue of alleged violations. To the contrary, Mr. Enyart was among many other interested persons who filed protests to an application for someone else’s well to be permitted and regulated by OWRB. An untimely and unrequested post-hearing protest letter was emailed to OWRB staff by Mr. Enyart on February 5, 2026, with essentially with the same contents as his original filed letter but now adding Sara Enyart as a Protestant. The message on it indicates it is an updated letter to “*correct clerical errors contained in the previous submission*”, showing the same date of his original filed protest letter dated October 19, 2025. Additionally, he also provided a Power of Attorney from him to Sara J. Enyart, dated as signed on February 5, 2026.

22. No announcements or notices to the OWRB occurred to update the military status deployment that was indicated in the October 20, 2025 email to OWRB staff from Mr. Enyart. This is not a case in which the current military status of a deployed person may be also be established by a search of active deployment status the official U.S. government Servicemembers Civil Relief Act Website, because the OWRB does not, nor arguably should its rules require, such confidential information that is needed for that from “any interested persons” from the public who file protests to someone else’s groundwater application. Sara Enyart was allowed to participate fully in the hearing to testify and cross-examine the Applicant. No closing argument was provided because the Hearing Examiner determined that Oklahoma Title 5, Chapter 1, Appendix 1, Article II, § 7(a), or commonly known as the unauthorized practice of law, could be construed to disallow it. Mrs. Enyart was not named on the letter, and the context of authorizing a closing argument had to be made during the hearing and absent the post-hearing documents. However, Sara Enyart testified and confirmed the original protest letter’s position that their property still did not have a well on it. She did not state any specific dates or present any formally approved authorizations, but stated that they had plans for one sometime within the next year. The legal issue of

standing of the Protestants for that is addressed in the following paragraphs. Jason Enyart emailed OWRB staff the next day on February 4, 2026, confirming that since he was deployed, he sent his wife “Sara to the hearing to represent our family on the matter.” This message can only be taken as true and construed to be exactly as he stated, showing an intention that existed prior to the hearing to have his appearance and ability to cross-examine witnesses secured by his spouse. The Board acknowledges and has great respect and gratitude for U.S. Military members deployed overseas in their service to their country. However, the SCRA-related relief that was emailed to the OWRB staff after the hearing was adjourned seeks retroactive relief and therefore lacks capability of relief being granted. However, no default for a non-appearance by Jason Enyart or his wife, Sara Enyart as interested persons for the purposes of appearing for the hearing is deemed by the Board to have occurred.

ALL PROTESTANTS LACK LEGAL STANDING TO BE CLASSIFIED AS PARTIES

23. “The doctrine of standing ensures a party has a personal stake in the outcome of a case and the parties are truly adverse.” *Fent v. Contingency Review Bd.*, 2007 OK 27, ¶ 7, 163 P.3d 512, 519-20. To prove standing, a party must show (1) an actual or threatened injury (2) for which relief may be given (3) for a legal protected interest. 2000 OK AG 52 (citing *Brandon v. Ashworth*, 1998 OK 20, 955 P.2d 233, 235). The OWRB follows this definition, requiring that an interested party wishing to protest a permit to show that s/he has standing by including within their protest “specific information to show how approval of the application, petition or action proposed may directly or adversely affect legally protected interests of the person filing the protest”. See OAC 785:4-5-4 (b)(3). The Hearing Notice that was sent to the Protestants prior to the hearing also put them on notice in paragraph 3 that standing pursuant to this rule is required to be classified as a *party* to the case. See OWRB Exhibit “6”.

24. None of the Protestants alleged any relevant facts or evidence that demonstrated Redbud OK One, LLC’s proposed groundwater use would have a direct, substantial, and immediate impact on their legally protected interests that are within the jurisdiction of the OWRB and under 82 O.S. § 1020.15, and as articulated herein. The appearing Protestants spent considerable time debating the Applicant’s notice despite having timely filed their protest letters and cross-examining the Applicant Mr. Spandrio about other wells allegedly in the domain of other regulatory agencies and thus not relevant to the jurisdiction of OWRB. The additional time by Protestants was used largely to reiterate statements from their protest letters. The following paragraphs are summaries of the main points made by the appearing protestants’ specific written letters. See also, OWRB Exhibit “5”.

25. Jason Enyart’s filed protest dated as October 19th, 2025 stated “*we are planning to drill a well on our property in the near future.*” The status of anticipating some future drilling of a well on the Enyart property was later confirmed again on the hearing date of February 3, 2026, when Sara Enyart testified that they did not yet have a well on their property but planned to do so within the next year. The letter indicates that the permit requests to use 10 acre-feet of water per year, which amounts to 3.25 million gallons annually, describing it as a “*staggering amount*”. A diagram map includes his statement that their residence is 501 feet away from the Applicant’s well.

26. James Louis and Myrtle Freeman's protest dated received on October 31, 2025 stated that they have 2 wells, and speculates a belief without supporting evidence or further specificity that Applicant's proposed well may effect their wells and springs.

27. Tim Ray's protest dated received on October 31, 2025 states the permit use if allowed could *"effect my water I'm probably going to have to have a well to get water on my property."* It also claims that Applicant *"came in and set up a commercial business on agricultural land"*, that he is *"still not sure how that happened he doesn't have enough water so he wants to take of up water resources from the people who have been their way before he showed up."* No existing authorized well on this protestant's property was cited in the protest letter.

28. Robert Thompson, via an email by another Protestant, Barbara Dollar received by OWRB staff on November 7, 2025 stated and alleged matters connected to other jurisdictions, including the Oklahoma DEQ and Craig County Water District, and no alleged no matters related to the jurisdiction of the OWRB. No existing authorized well on this protestant's property was cited in the protest letter.

29. Anual and Brooke Wisdom's protest letter received on November 6, 2025 mentions they have a spring house on the property that has been there for decades that they have plans with no specified date to utilize for drinking water for their home. The letter raises general concerns that vaguely speculate that *"problems arise when a homestead, or in this case, a business, impedes on community water, spring water flow, well water issues and so forth"* that could potentially arise.

30. Brandy and Mike Kenyon's protest letter received on October 27, 2025 cites a potential burden and impact of *"this massive 3 million plus gallons of water per year being withdrawn from the groundwater permit application"*, with the opinion that the use for a *"recreational/fish/habitat pond"* is *"nonessential"*. The letter speculates that Applicant could potentially use hydraulic fracturing and directional drilling, and it did not state if they had an existing authorized well.

31. Barbara Dollar's protest letter that was received on October 31, 2025 stated nothing about an existing authorized well on her property. Issues included general depletion of aquifer concerns, disagreement with the purposes, speculation about fracking operations, and various environmental concerns. Ms. Dollar's testimony in the hearing indicated she did not know if she had a well, and no existing authorized well on this protestant's property was cited in the protest letter.

32. Deborah Frisk's letter that was received on October 30, 2025 generally alleges contamination to their water and damage to their property, and that her husband was seriously injured in a fall that was *"undeniably caused by damage"* on their property. Those issues are ones relevant to Board's jurisdiction and legal review for application, as generally articulated herein. The letter indicates one water well but states they are unaware whether or not it is functional.

33. Tyler and Marissa Charles' letter that was received on November 7, 2025 alleges that since the use is not a domestic or agricultural necessity but is *"rather a private enhancement that serves primarily to increase his property value"*. It states that applicant has *"reasonable alternatives, such as transporting water to fill his pond, without drawing from the aquifer or altering spacing requirements."* Those points are not within the definition

of OAC 785:30-1-2, as more fully in the above paragraph 8. No existing authorized well on this protestant's property was cited in the protest letter.

34. It is found that none of the Protestants' letters of protest of record nor additionally supplied testimony in the hearing had sufficiently demonstrated that they had valid legal standing for classification as a *party*. In the analysis of 82 O.S. §1020.15, the Board is not authorized to deny a permit because neighbors speculate or generally predict aquifer depletion. Legally protected interests from waste and depletion in the context of groundwater permit applications are narrowly defined under Oklahoma Water Law, under 82 O.S. §1020.15, and the Applicant's testimony and exhibits in relation to the waste and depletion elements were not countered by the Protestants by clear, convincing and relevant evidence. Although the Protestants did not prove a sufficient basis to find that they had legal standing to become *parties* under OAC 785:4-5-4(b)(3), for which the legal interests in this case for OWRB's jurisdiction is narrowly defined by the Legislature under 82 O.S. § 1020.15, all of the correspondence, or the "protests", shall be retained in the permanent application file pursuant to OAC 785:4-5-4 (e) (1).

OKLAHOMA WATER RESOURCES BOARD CONCLUSIONS OF LAW

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

LAW APPLICABLE TO USE OF GROUNDWATER, GENERALLY

35. Under Title 60 O.S. § 60, the owner of the surface of a given tract of land owns the fresh groundwater beneath the surface of that land. That surface owner, or a lessee of the surface owner, may use such groundwater in accordance with the use regulations imposed by the Oklahoma Groundwater Law, Title 82, Oklahoma Statutes. As written, the law contemplates the eventual depletion of the groundwater resources, and "the use or nonuse by one landowner neither decreases nor increases the proportionate share of another." *OWRB v. Texas County Irr. And Water Resources Ass'n, Inc.*, 1984 OK 96, ¶ 7, 711 P.2d 38.

36. OAC 785:30-3-5(a) states: When a person makes an application for a groundwater permit, the Board shall consider relevant evidence and data before taking final action on the application. Subject to subsection (f) of this section, if the Board finds that the applicant owns the surface of the dedicated land or has a valid lease or other legal authority for the taking of groundwater from the land; the dedicated land overlies a fresh groundwater basin or subbasin; the applicant's intended use for the water is a beneficial use; and that waste by depletion and waste by pollution as specified in 82 O.S. § 1020.15 will not occur, then the Board shall approve the application and issue the appropriate permit.

37. There is no Oklahoma law requiring mandatory water metering. Annual self-reporting is the administrative mechanism available as an affirmative requirement for the Board to obtain an assessment of actual amounts of groundwater used on a non-domestic

well. “Holders of permits shall be required to report to the Oklahoma Water Resources Board annually their use of water pursuant to their permits. Willful failure to report annual usage may result in cancellation of the permit by the Board upon proper notice and hearing as provided in the Administrative Procedures Act.” 82 O.S. § 1020.12(A.) *See also*, OAC 785:30-5-9.

SUBJECT MATTER JURISDICTION

38. The Board has subject matter jurisdiction to adjudicate applications for use of groundwater according to the Oklahoma Groundwater Law and the Board's rules promulgated pursuant thereto.

PERSONAL JURISDICTION AND DUE PROCESS

39. Due and proper notice of this proceeding was given to all potentially interested persons as required by law. The Applicant and the Protestants of record have been afforded due process of law and an adequate opportunity to be heard.

GROUNDWATER LAW: ELEMENTS TO BE DETERMINED

40. When a person makes an application for a new groundwater permit, OAC 785:30-3-5 in this context, the applicable rules and statutes require the Board to determine narrowly and specifically defined issues. All evidence presented at a hearing before the OWRB must be “relevant and material to the subject matter of the application and hearing. Evidence and testimony which is clearly irrelevant, immaterial, incompetent or unduly repetitions or cumulative may be excluded or limited. OAC 785:4-7-5. If the Board finds for the Applicant on all these issues according to OAC 785:30-3-5, the rule provides that the Board shall approve the application. These are:

- a. The applicant owns the surface of the dedicated land or has a valid lease or other legal authority for the taking of groundwater from the land.
- b. The dedicated land overlies a fresh groundwater basin or sub-basin.
- c. The use to which the Applicant intends to put the water is a beneficial use, defined by OAC 785:30-1-2.
- d. Waste as defined by 82 O.S.§1020.15 will not occur.
- e. If well-spacing rules apply to the applicable groundwater basin, and if the new or proposed well site location is inside of the well-spacing distance requirements, then the question is whether drilling or completing the well at a location within the well-spacing requirements would be inequitable or unreasonable. OAC 785:30-3-6.

EVIDENCE OF VALID OWNERSHIP RIGHTS FOR THE WELL BEING DEDICATED TO THE PERMIT WAS PROPERLY ESTABLISHED

41. The Board concludes that Applicant provided sufficient proof of ownership rights as articulated herein. The land is found to be properly dedicated to the location being sought to be permitted.

THE LAND OVERLIES A GROUNDWATER BASIN

42. Based upon the submitted evidence, the Board concludes that the property dedicated to the permit overlies a groundwater basin known as the Northeastern Oklahoma Pennsylvanian groundwater basin. The Board has not approved a maximum annual yield for this basin and the amount of groundwater available is 2 acre-feet per acre of dedicated land, per year.

THE BENEFICIAL USE PURPOSE WAS SUFFICIENTLY ESTABLISHED

43. The Board concludes that the Applicant has sufficiently met the requirements as articulated herein for the beneficial use of groundwater.

NO WASTE BY POLLUTION

44. The Groundwater Law and Board rules provide that the Board must determine whether Applicant will allow waste caused by pollution to occur as specified by 82 O.S. § 1020.15.

45. The Board concludes that Applicant will not commit waste by pollution as described in 82 O.S. § 1020.15 and OAC 785:30-3-5 by using the requested permit.

NO WASTE BY DEPLETION

46. The Groundwater Law and Board rules provide that the Board must determine whether the Applicant will allow waste by depletion to occur, as specified by OAC 785:30-3-5 and 82 O.S. § 1020.15.

47. The Board acknowledges Protestants' important public concerns about the groundwater supply in the area and that the use of groundwater could potentially be adversely affected by neighboring uses of groundwater from the same basin. However, there is no basis in this case to determine that Applicant's proposed use will be impermissible or unlawful. The stated purpose of Oklahoma Groundwater Law is to promote the reasonable development and use of the groundwater resources by overlying landowners. 82 O.S. § 1020.2(A). As written, the law contemplates the eventual depletion of the groundwater resources, and "the use or nonuse by one landowner neither decreases nor increases the proportionate share of another." OWRB v. Texas County Irr. And Water Resources Ass'n, Inc. 1984 OK 96, ¶ 7, 711 P.2d 38.

48. The Board concludes that Applicant will not commit waste by depletion as described in 82 O.S. § 1020.15, and OAC Title 785:30-3-5, by using the requested permit.

A WELL-SPACING EXCEPTION IS PROPER

49. OAC 785:30-3-6(a)(3) requires the Board to examine whether disallowing a well-spacing exception would be unreasonable or inequitable. See also, 82 O.S. § 1020.18.

50. For the reasons set forth herein the Board concludes that the applicable well-spacing exception should be granted.

THE PROTESTANTS DID NOT ESTABLISH THEY HAD LEGAL STANDING

51. OAC 785:4-5-4 (b)(3) requires “specific information to show how approval of the application, petition or action proposed may directly or adversely affect legally protected interests of the person filing the protest”. It is the Board’s conclusion based upon the above-cited findings of fact and conclusions of law that none of the Protestants to Application No. 2025-0606 established that they had legal standing to be parties in this case. Although the Protestants did not prove a sufficient basis to find that they had legal standing to become *parties* in objection to the Application, all the correspondence of the Protestants shall be retained in the permanent application file pursuant to OAC 785:4-5-4 (e) (1).

POST-HEARING DOCUMENTS SUBMITTED BY DEPLOYED PROTESTANT

52. The Board acknowledges with great respect the sacrifices being made by deployed U.S. military personnel in the service of their country. The Board, however, must base its conclusions upon the findings of fact on a case-by-case basis relating to a Protestant’s SCRA-related assertion for relief, which in this case was provided after the hearing was adjourned. It is found that in this set of facts that the Servicemember’s Civil Relief Act is not capable of relief being granted due to the reasons provided herein. The appearance of Mr. Jason Enyart by his wife Sara Enyart is, however, acknowledged to have been secured for participation at the hearing.

ULTIMATE CONCLUSION

53. Based on the Findings of Fact and Conclusions of Law above, the Board concludes a Temporary Groundwater permit in the amount of 10 acre-feet of groundwater per year, with a well-spacing exception, shall be GRANTED.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the application for Groundwater Permit No. 2025-0606 in the name of Redbud OK One LLC, in the amount of 10 acre-feet of groundwater per year and with a well-spacing exception is hereby GRANTED. The permittee shall comply with all reporting

and other requirements of Oklahoma Groundwater Law and Board Rules, including but not limited to annual water use reporting as set forth in 82 O.S. § 1020.12 and OAC 785:30-5-9. All other terms and provisions set forth in the application and not inconsistent with the provisions of this Order shall be incorporated into and made a part of the permit.

IT IS SO ORDERED by the Oklahoma Water Resources Board in regular and open meeting this _____ day of _____, 2026.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

**Suzanne Landess, Secretary
(SEAL)**

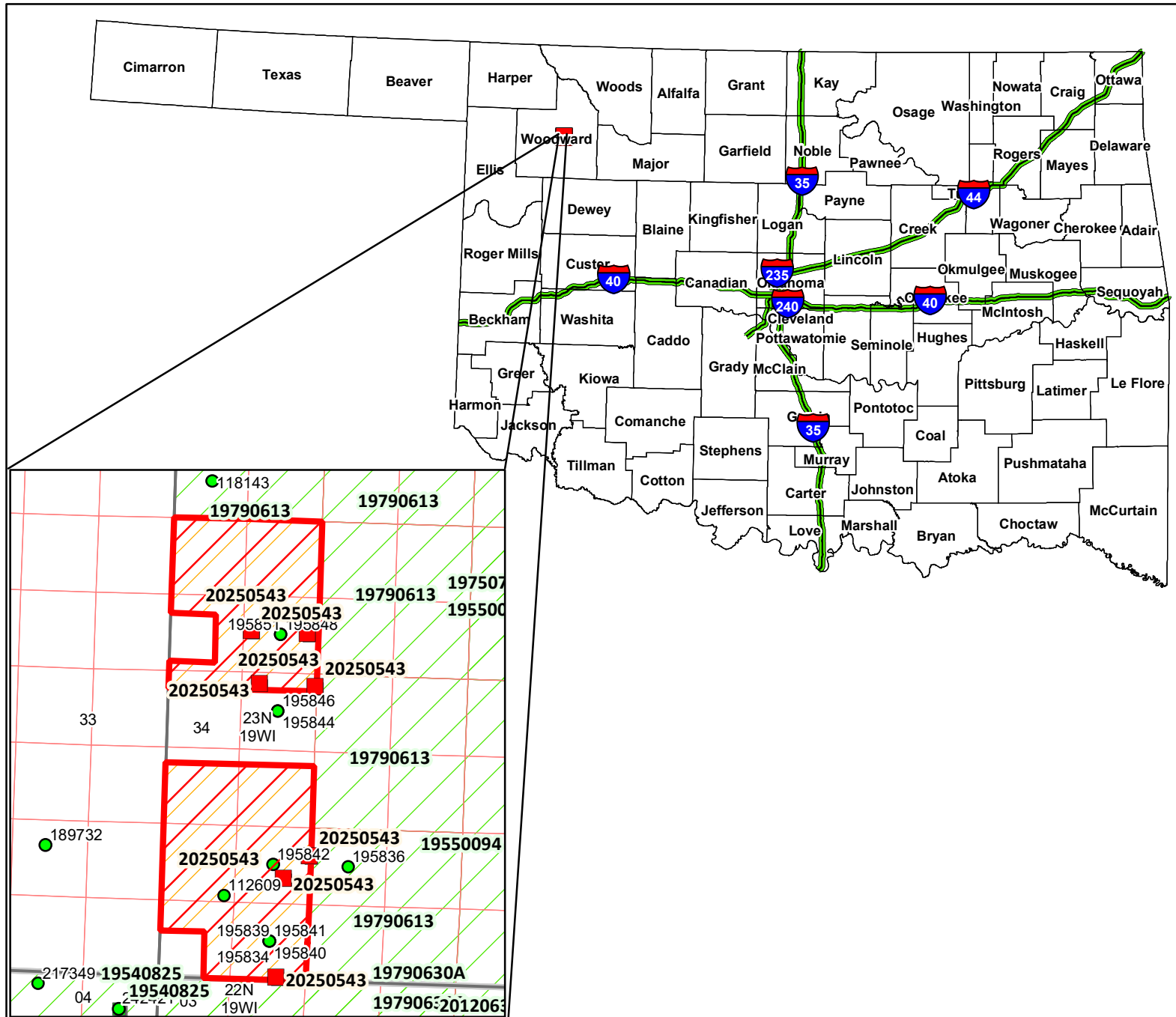
WATER RIGHTS ADMINISTRATION DIVISION
Application for a Regular Groundwater Permit

May 19, 2026

NUMBER & DATE	COUNTY	NAME OF APPLICANT	RECOMMENDATION
2025-543 3/10/2025	Woodward County	Donley Ranch, LLC	Approval for proposed order

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

Groundwater Application: Permit #2025-543 Donley Ranch, LLC - Woodward County



Main Legend

- Proposed Wells
- Counties
- Interstates

Inset Legend

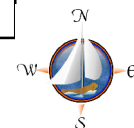
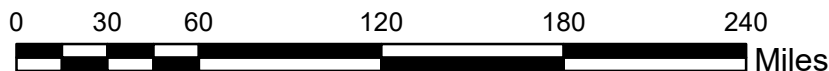
- Proposed Wells
- Dedicated Lands
- Groundwater Wells
- Reported Well Logs
- Counties
- Townships
- Sections

OWRB Permits

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

OWRB Dedicated Lands

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



BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

In the Matter of the Application of
Donley Ranch, LLC
for a Groundwater Permit
in Woodward County

Application No. 2025-0543

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

INTRODUCTION

This matter arises out of the application of Donley Ranch, LLC (“Applicant”) seeking a long-term groundwater permit for use in Woodward County, Oklahoma. Applicant requested 7 (seven) total groundwater wells on the property owned by Applicant to irrigate wheat and Bermuda grass for agricultural purposes. Applicant was represented in the hearing by and through its attorney, Kaylee P. Davis-Maddy. Interested persons Don Stidham, Dana Hopper, Eric Coleman, Vada Dressen, Black and Associates, Environmental Consultants, the (“Protestants”), filed a written protest, and the matter was set for hearing on April 8, 2026. The protest by Black and Associates, Environmental Consultants was dismissed as a party of interest by Summary Order on or about February 23, 2025, for lack of standing in relation to the Oklahoma Groundwater Law issues before OWRB’s review and jurisdiction for approval or disapproval of groundwater permit applications. *See Exhibit 7.* Protestants, excluding the one that was dismissed, were represented by and through their attorney, Wes Johnston.

Based upon the separately stated Findings of Fact and Conclusions of Law that follow, the Board determines that the Application should be granted as described herein.

1. Applicant filed its Application on March 10, 2025, seeking authorization to withdraw 91 acre-feet per year from seven (7) wells all in 34-23N-19WIM, Woodward County, Oklahoma. One is in the SE SW SW, two are in the NE SW SW, two are in the SE SW NW, and two are in the NE NW SW. Applicant proposed to irrigate 91 acres to grow wheat and Bermuda grass for agricultural purposes. *See OWRB Exhibit 1.*
2. Applicant submitted 5 (five) warranty deeds with the Application. *See OWRB Exhibit 2.*

3. A well-spacing exception was not requested, and the issue was not disputed at the hearing.
4. On or about December 9, 2025, Board staff notified Applicant that the Application had been reviewed and directed Applicant to give notice of the essential facts and intended use by newspaper publication and by sending notice by certified mail, return receipt requested, to surface estate owners of lands located within 1,320 feet of the outside boundary of each ten-acre tract regarding wells subject of the Application. *See OWRB Exhibit 3.*
5. Notice of the Application was published in the Woodward News on December 24 and 31, 2025. *See OWRB Exhibit 5.* Notice was not disputed at the hearing.
6. Notice of the Application was sufficiently delivered by certified U.S. mail, as confirmed by Applicant's certificate and signed returned receipts attached, to the surface estate owners of lands located within 1,320 feet of the outside boundary of each ten (10) acre tract of the wells subject of Application No. 2025-0543 of Applicant's intention to use groundwater. *OWRB Exhibit 4.*
7. Proper notice of the Hearing was sufficiently delivered by certified U.S. mail as evidenced by the certified mail receipts and in-person appearances of the attorneys and their witnesses for each side. *See OWRB Exhibit 9.*

HEARING

8. The hearing was held on April 8, 2026, at the Oklahoma Water Resources Board ("OWRB") Offices, Board Room, 2nd Floor, 3800 North Classen Boulevard, Oklahoma City, OK.
9. Applicant appeared in person by and through its attorney, Kaylee P. Davis-Maddy.
10. Protestants appeared in person by and through their attorney, Wes Johnston.
11. The Hearing Examiner determined that notice of the application was properly given as required by law, which determination was announced in the hearing. Notice was not contested.
12. **OWRB exhibits** were admitted pursuant to Board Rule OAC 785:4-7-1 and OAC 785:4-7-7, being Application No. 2025-0543 (Exhibit 1); Ownership Documents (Exhibit 2); Notice of Application (Exhibit 3); Proof of Service (Exhibit 4); Proof of Publication (Exhibit 5); Protest (Exhibit 6); Dismissal of Protest Letter by Black and Associates (Exhibit 7); Well Reports (Exhibit 8); Notice of Hearing and Green Cards

(Exhibit 9); Entry of Appearance by Applicant's Attorney (Exhibit 10); Entry of Appearance for Protestants' Attorney (Exhibit 11); Attendance Sheet (Exhibit 12).

13. **Applicants' admitted exhibits were:** Application for Groundwater Permit (a prior uncompleted one) filed on May 13, 2019 (Applicant's Exhibit 1); Map with well locations (Applicant's Exhibit 2).

14. **Protestant's admitted exhibits were:** April 7, 2026 OWRB Memorandum to Applicant with four (4) pages that includes Mr. Donley's emailed submitted amounts of water use for the years of 2020 through to 2026 (Protestant's Exhibit 1); OSU Water Quality Report relating to Dale Stidham (Protestant's Exhibit 2); Resume of Jerry J. Black (Protestant's Exhibit 3).

15. **Exhibits denied after objection by Applicant were:** "Protest Letter" with attached data that appears to be demonstrative of the water levels individual to some names of the people in the area (Protestant's Exhibit 4). Objection by Applicant's counsel based upon relevance was sustained. This is also the same document that was already dismissed as a party of interest by Summary Order dated February 23, 2026. Also, PWS ("Public Water Supply Wells") and WHPA (Wellhead Protection Area) – Map, (Protestant's Exhibit 5). Applicant's objection to admittance based upon relevance was sustained.

16. **Applicant, Donley Ranch, LLC presented one witness, Dustin Donley to testify during its case-in-chief.** A summary of his testimony is below:

a. Dustin Donley testified that he owns the land dedicated to the property, that it overlies a groundwater basin, and will use the water for a beneficial purpose, which was not contested. He explained that he previously irrigated without permit on the land but does not intend to use water illegally now, or in the future. Mr. Donley said he had started an application in 2019, Covid and its subsequent lockdowns of places entered the timeline, his communication with OWRB for the application slowed down, and he never completed it to become permitted. Mr. Donley testified he would comply with each of the elements for waste under 82 O.S. § 1020.15. He testified that if permitted, he would comply with annual reporting and allow OWRB onto the property for water use reporting. He also testified that he has not used more than the 91 acre feet per year, and nor has he come close to that.

17. **Protestants' counsel presented the testimony of Eric Coleman, Don Stidham and Jerry Black.**

A summary of their testimony is below:

a. The first witness by Protestants was Eric Coleman who has cattle west of the Applicant's property. He testified that his well is 280 yards from the Donley Ranch property, and further away from their wells. Mr. Coleman said his pond went dry three (3) years in a row and claimed there were no problems before he saw Mr. Donley's irrigation occur without a permit. He also alleged that he had their water tested since 2008 and believes it is unsafe for a child to drink due to nitrates. When asked on cross-examination by Applicant's counsel, Mr. Coleman did not dispute ownership of the property dedicated to the land and the issue of beneficial use. Mr. Coleman also confirmed he had no evidence to demonstrate that Donley Ranch, LLC will use more water than is allowed by a permit going forward or that inefficient excess losses of groundwater will occur.

b. The second witness for Protestants was Don Stidham. He explained he has property east of Applicant's property, and alleged that he tested his water and it shows nitrates and hardness. Mr. Stidham said he wants Donley Ranch, LLC to report its use by water metering.

c. The third witness for Protestants was Jerry J. Black, Principal Consultant and President of Black & Associates Environmental Consultants, Inc. He testified he has 46 years of hydrology experience. See his resume, *Protestant's Exhibit 3*. Mr. Black testified about drawdown effects, conveyed his perspective that Applicant's prior use contributed to some of the aquifer's depletion, and that water does not immediately replace itself.

18. **Closing Argument Summaries by Protestants' counsel; key points noted:** Protestants' counsel indicated his clients have no objection to the one (1) acre-foot-per per acre annual amount requested by Applicant. Their concern here is a credibility argument, being based upon Applicant's past unauthorized use of water without a water permit, including their experiences with the drawdown of the aquifer, well sand and nitrates. It was argued that water metering is a discretionary condition available to the OWRB, and for the above reasons should be applied as any condition to the groundwater permit, if it gets approved.

19. **Closing Argument Summaries by Applicant's counsel; key points noted:** Applicant's counsel

argued it was undisputed that Mr. Donley owned the land to be permitted for groundwater, that a groundwater basin is underneath it, or that Applicant has a beneficial purpose. No evidence shown by Protestants that waste will occur, being defined under 82 O.S. § 1020.15. Additionally, the request for water metering is not required by law in Oklahoma and was only being raised solely upon water level drawdown. Additionally, that OWRB has no jurisdiction over nitrate pollution. Further, that protestants did not dispute equal proportionate share issue as it relates to the 1 acre-foot per acre annually for this aquifer. Applicant argued that there was testimony to an increase in water use in the area, but that it was speculation regarding accusations that it was directly attributable to Mr. Donley's ranch water use. Applicant's attorney also argued that past use is not a legal ground to disallow Applicant from doing the right thing by getting a groundwater permit.

FINDINGS OF FACT

OWNERSHIP OF THE LAND

20. Applicant produced warranty deeds to property as further described herein, properly demonstrating that Donley Ranch, LLC has property rights to the land dedicated to the permit. *See Exhibit 2.*
21. Ownership was not disputed by Protestants at the hearing, nor found to be deficient or lacking.
22. The Board finds that Donley Ranch, LLC has shown its ownership of the land dedicated to the permit.

LAND LOCATED OVER GROUNDWATER BASIN

23. The Application shows OWRB staff determined that the land dedicated to this application overlies the North Canadian River Alluvium and Terrace – Phase 1. Pursuant to the application, the amount of groundwater available to the Applicant in its equal proportionate share for permitting is one (1) acre-foot per year per acre of dedicated land. This aquifer name, its physical relation underneath the designated land location, and allotted amount of groundwater use for equal proportionate shares by permitted users were not in dispute by Protestants at the hearing.

BENEFICIAL USE

24. The proposed use of the groundwater is for irrigation of the crops of wheat and Bermuda grass.
25. The beneficial use (watering wheat and Bermuda grass for an agricultural purpose) of the

groundwater was not disputed at the hearing, nor that the requested amount was economically necessary for that purpose.

26. The Board finds that Applicant's proposed irrigation of wheat and Bermuda grass constitutes beneficial use within the meaning of the Board's rules and the Oklahoma Groundwater Law, and that the evidence supports Applicant's intent and ability to place groundwater to beneficial use consistent with the Application. *See* OAC 785:30-1-2.

WASTE BY DEPLETION

27. Applicant testified that Applicant's proposed use would not result in waste by depletion.

28. In relation to 82 O.S. § 1020.15, Applicant affirmed under oath that Mr. Donley would not:

- a. Drill a well, take or use groundwater without a permit;
- b. Take more groundwater than is authorized by the permit;
- c. Take or use groundwater in any manner so that the water is lost for beneficial use;
- d. Transport groundwater from a well to the place of use in such a manner that there is an excessive loss in transit;
- e. Use groundwater in such an inefficient manner that excessive losses occur;
- f. Allow any groundwater to reach a pervious stratum and be lost into cavernous or otherwise pervious materials encountered in a well;
- g. Drill wells and produce groundwater therefrom in violation of well spacing;
- h. Use groundwater for air conditioning or cooling purposes without providing facilities to aerate and reuse such water;
- i. Fail to properly plug abandoned water wells in accordance with rules of the Board and file reports thereof.

29. There was no dispute that one (1) acre-foot per acre annual use of groundwater is the equal proportionate share for this aquifer. Protestants' Exhibit 1 shows the highest amount of groundwater that was calculated and submitted to have been used in the years covering 2020 to 2026 was in the year 2024, at 42.5 acre feet for this property location ("West Side"). This amount is just under half the total requested amount of groundwater of 91-acre feet annually for Application 2025-0543. Protestants provided no relevant evidence showing by clear and convincing proof that Applicant more likely than not would, going forward, violate 82 O.S. § 1020.15(A). Speculation about general groundwater depletion is not one of those elements, and as written Oklahoma law contemplates the eventual depletion of groundwater resources. The use or nonuse by one landowner neither decreases nor increases the proportionate share of another. *OWRB*

v. Texas County Irr. And Water Resources Ass'n, Inc., 1984 OK 96, 711 P.2d 38.

30. The Board finds that the evidence does not demonstrate waste by depletion as specified in 82 O.S. § 1020.15 and the Board's rules will occur if the permit is issued.

WASTE BY POLLUTION

31. Applicant affirmed under oath that he would not permit or cause the pollution of a fresh water strata or basin through any act which will permit fresh groundwater polluted by minerals or other waste to filter or otherwise intrude into such a basin or subbasin.

32. No evidence was produced that waste by pollution would occur should the groundwater permit be issued. Pursuant to 82 O.S. § 1020.15 A(7), the Board shall be precluded from determining whether waste by pollution will occur pursuant to the provisions of this paragraph if the activity for which the applicant or water user intends to or has used the water as specified under Section 1020.9 of this title is required to comply with rules and requirements of or is within the jurisdictional areas of environmental responsibility of the Department of Environmental Quality or the Oklahoma Department of Agriculture, Food, and Forestry.

33. The Board finds that the evidence does not demonstrate that waste by pollution, as specified in 82 O.S. § 1020.15 and in the Board's rules will occur if the permit is issued.

WELL-SPACING

34. Under the Board's spacing rule for major alluvium and terrace basins where the Maximum Annual Yield has been determined, no new or proposed wells can be drilled and completed within 660 (six-hundred-sixty feet) from authorized existing wells or proposed well locations on lands of another, unless a well location exception is granted.

35. Protestants did not dispute the issue of well-spacing and Applicant did not request an exception.

WATER METERING AS AN ISSUE

36. Protestants and their legal counsel consistently advocated in the hearing to require water metering to be imposed as a condition for issuing a potential permit to Applicant. However, there is no Oklahoma law requiring mandatory water metering. Protestants argued that the OWRB Hearing Examiner has

discretionary authority to require a water meter to be installed on an applicant's well. That authority does not exist, in this case. OAC 785: 30-13-3(a) provides that "Upon request of a majority of landowners residing within a basin or subbasin, the Board is authorized to require that water wells be metered and that such meters as the Board shall approve be utilized by the applicant and placed under seal, subject to reading by the agents of the Board at any time." No evidence was submitted in this regard. Therefore, the request to require water metering on this permit application must be denied, because based upon the record before OWRB, a request to impose water metering as a requirement is not legally capable of being granted.

37. The applicable rule still therefore applies: "Holders of permits shall be required to report to the Oklahoma Water Resources Board annually their use of water pursuant to their permits. Willful failure to report annual usage may result in cancellation of the permit by the Board upon proper notice and hearing as provided in the Administrative Procedures Act." 82 O.S. § 1020.12(A) See also, OAC 785:30-5-9.

CONCLUSIONS OF LAW

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

JURISDICTION AND AUTHORITY

38. The Board is vested with exclusive authority to determine groundwater permit applications under Oklahoma's Groundwater Law, 82 O.S. § 1020.1 et seq., and by Chapter 30 of Title 785 of the Oklahoma Administrative Code ("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 Oklahoma 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.

39. The Board has subject matter jurisdiction to adjudicate applications for permits according to the Oklahoma Groundwater Law and the Board's rules.

NOTICE OF THE APPLICATION AND HEARING

40. Notification of the Application for a Regular groundwater permit was properly given as required

by law, in accordance with 82 O.S. § 1020.8 and OAC 785:30-3-4.

41. Notice of the Hearing was given to all interested parties in accordance with OAC 785:30-3-4.

PERSONAL JURISDICTION; DUE PROCESS

42. Due and proper notice of the Application and subsequent proceedings was given to all potentially interested persons as required by law. Applicant and Protestants are interested parties to this proceeding.

USE OF GROUNDWATER

43. Under 60 O.S. § 60, the owner of the surface of a given tract of land owns the fresh groundwater beneath the surface of the land. The surface owner or lessee may use such groundwater in accordance with the use regulations imposed by the Oklahoma Groundwater Law, 82 O.S. §§ 1020.1 et seq.

44. The legislative policy expressed in the Oklahoma Groundwater Law is “to utilize the groundwater resources of the state.” 82 O.S. § 1020.2(A). To implement that policy, the Oklahoma Groundwater Law authorizes the controlled reduction of a groundwater basin if that reduction is done in an orderly fashion according to the statutory scheme for reasonable restrictions on such use.

ELEMENTS TO BE DETERMINED

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

These are:

- a. Whether the applicant owns the surface of the dedicated land or has a valid lease or other legal authority for the taking of groundwater from the land;
- b. Whether the dedicated land overlies a fresh groundwater basin or subbasin;
- c. Whether the applicant’s intended use for the water is a beneficial use; and
- d. That waste by depletion and waste by pollution as specified in 82 O.S. § 1020.15 will not occur.

46. In this groundwater basin, wells are required to be at least 660 (six-hundred-sixty) feet of an authorized existing well or proposed well location on lands of another, unless a well location exception is granted, pursuant to OAC 785:30-3-6. As mentioned, this issue was not contested by Protestants.

47. If the Board finds for the Applicant on all of the elements, the rules provide that the Board shall approve the application and issue the appropriate permit, pursuant to 82 O.S. §§ 1020.9 and 1020.10.

A. LANDS OWNED OR LEASED BY APPLICANT

48. Ownership of land was not challenged at the hearing. Based on the information submitted in the application and the evidence admitted at the hearing, the Board concludes that Applicant provided evidence of its right to take groundwater from the land identified on the application, in the form of ownership documentation listed above.

B. LANDS OVERLIE FRESH GROUNDWATER BASIN

49. The dedicated land overlies the North Canadian River Alluvium and Terrace – Phase 1 groundwater aquifer. The Board has determined a maximum annual yield for this basin and the amount of groundwater available to the Applicant for permitting is 1 (one) acre-foot per year per acre of dedicated land.

C. GROUNDWATER PUT TO BENEFICIAL USE

50. The Board is required to determine whether “the use to which the applicant intends to put the water [is] a beneficial use” under 82 O.S. § 1020.9 and OAC 785:30-3-5.

51. Beneficial use is defined in OAC 785:30-1-2 as follows:

"Beneficial use" means the use of such quantity of stream or groundwater when reasonable intelligence and reasonable diligence are exercised in its application for a lawful purpose and as is economically necessary for that purpose. Beneficial uses include but are not limited to municipal, industrial, agricultural, irrigation, recreation, fish and wildlife, etc.

52. OAC 785:30-1-2 further defines “irrigation use” broadly to include water for the production of food, crops, *et al.*, and as applied to “pastures” and “fields,” and defines “agricultural use” to include water used for “livestock” and related agricultural operations.

53. Based on the evidence in the record, Applicant’s stated intended uses of irrigation on wheat and Bermuda grass and are uses within the Board’s definitions of “irrigation use,” “agricultural use,” and therefore “beneficial use,” as those terms are defined in OAC 785:30-1-2.

54. The evidence further supports not only the lawfulness of the proposed uses, but Applicant’s intent and ability to implement them with reasonable diligence, including a willingness to report annual water use.

55. The Board concludes that Applicant will place the authorized groundwater to beneficial use within

the meaning of 82 O.S. § 1020.9 and OAC 785:30-1-2, and that the application satisfies the statutory and regulatory beneficial-use element required for approval.

D. WASTE DEFINITIONS

56. The Board must determine whether Applicant will allow waste as specified by 82 O.S. § 1020.15(A) to occur. Waste definitions for groundwater are as follows:

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

and file reports thereof.

57. The Board finds that the evidence does not demonstrate that waste by pollution will occur, as specified in 82 O.S. § 1020.1(A) and in the OWRB's rules.

WASTE BY DEPLETION

58. The statute of 82 O.S. § 1020.15 does not authorize the Board to deny a permit because neighbors predict aquifer depletion, speculate about contamination, or fear economic loss. The Oklahoma Legislature addressed long-term aquifer effects by capping every landowner's annual right at two (2) acre-feet per acre of dedicated land (unless a local election chooses less) for unstudied basins, and a scientifically set amount for studied basins like this one. The studied basins are ultimately finalized in Maximum Annual Yield hearings as needed by the OWRB. The equal proportion share set in the Maximum Annual Yield for this basin is one (1) acre-foot per acre of dedicated land.

59. The evidentiary record establishes no competent evidence that Applicant will commit waste by depletion within the meaning of 82 O.S. § 1020.15 and the Board's rules, and Protestants offered no direct or relevant evidence of waste that could be defined as violative under that definition.

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

WASTE BY POLLUTION

61. The provisions of 82 O.S. § 1020.15(A)(7) provide the Board shall not permit any groundwater user to commit waste by "permitting or causing the pollution of a freshwater strata or basin through any act which will permit fresh groundwater polluted by minerals or other waste to filter or otherwise intrude into such a basin or subbasin." Certain water quality enforcement is delegated to other agencies (e.g., Oklahoma Department of Environmental Quality ("ODEQ"), for discharges).

62. The evidence admitted at the hearing provides no competent evidence that Applicant will commit waste by pollution within the meaning of 82 O.S. § 1020.15 and the Board's rules. Therefore, the Board concludes waste caused by pollution will not occur.

WELL-SPACING

63. Well-spacing for this aquifer requires that a well be located at a distance of at least 660 (six-hundred-sixty) feet from existing wells or proposed well locations on lands of another unless a well location exception is granted, pursuant to OAC 785:30-3-6. Well-spacing was not contested by the Protestants, nor requested by the Applicant. Therefore, since no well-spacing exception is needed, no new well-site location requirements on Applicant’s designated property are hereby imposed by OWRB.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Application No. 2025-0543 in the name of Donley Ranch, LLC, shall be and the same is hereby **Granted**. A permit shall be issued which authorizes seven (7) wells, consisting of one (1) well in the SE SW SW and two (2) wells each in the NE SW SW, SE SW NW, and NE NW SW, Section 34, T23N, R19WIM, Woodward County in the amount of 91 acre-feet per year for irrigation of wheat and Bermuda grass, and for raising cattle, all being for agricultural purposes. The permittee shall comply with all reporting and other requirements of the Oklahoma Groundwater Law and Board rules, including but not limited to annual water use reporting as set forth in 82 O.S. §1020.12 and OAC 785:30-5-9.

IT IS FURTHER ORDERED that all other terms and provisions set forth in the application and those not inconsistent with provisions of this Order shall be incorporated into and made a part of the permit.

IT IS SO ORDERED by the Oklahoma Water Resource Board in regular and open meeting this _____ day of _____, 2026.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Secretary

(SEAL)

CERTIFICATE OF MAILING

I certify that April 30th, 2026 I mailed via certified mail, return receipt requested, a true and correct copy of the above and foregoing instrument was mailed to:

Kaylee Davis-Maddy 210 Park Avenue, Ste. 1200 Oklahoma City, OK 73102	Wes Johnston 501 NW 13 th Street Oklahoma City, OK 73103
---	---

Administrative Hearings Clerk

Oklahoma Water Resources Board

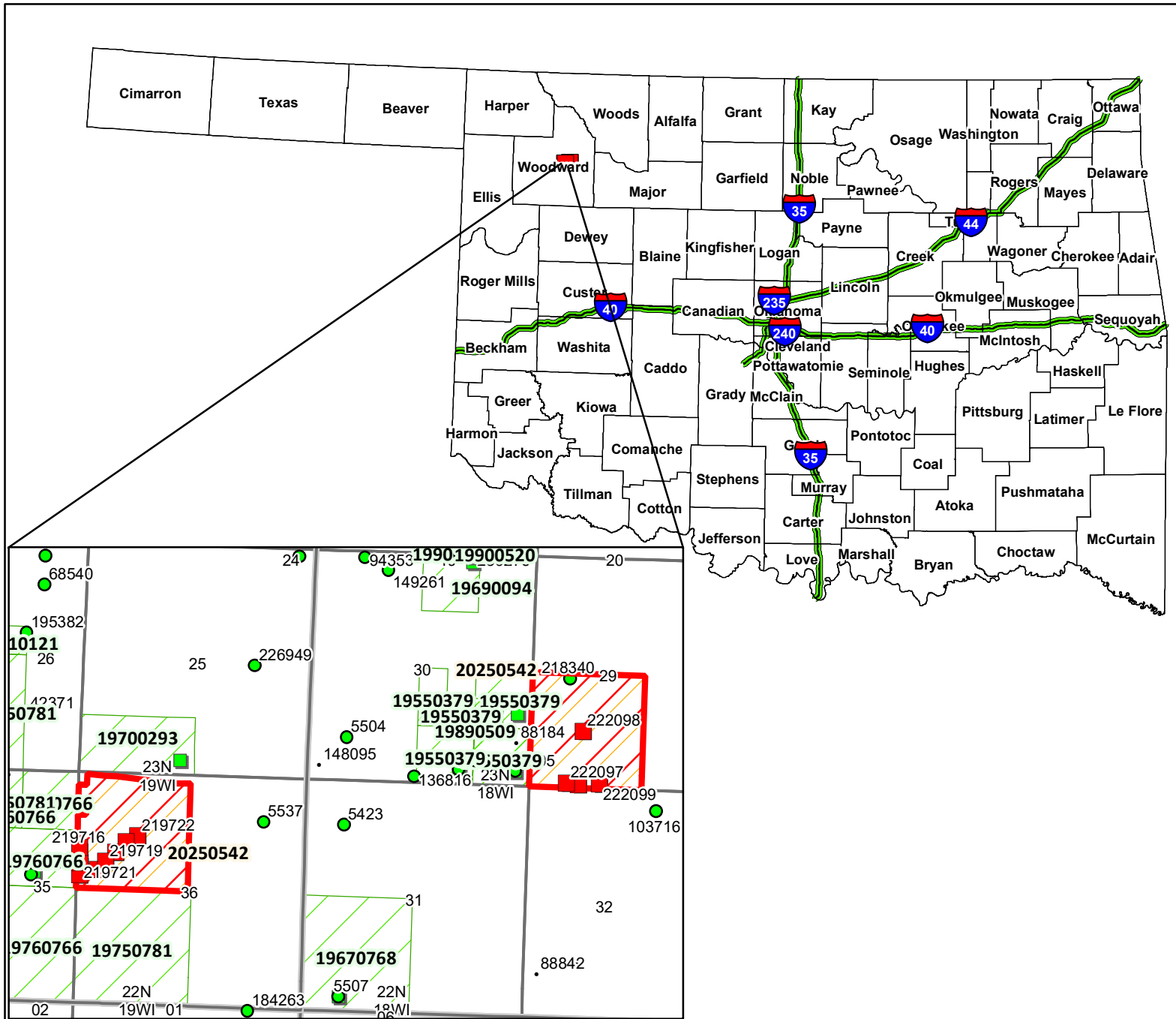
WATER RIGHTS ADMINISTRATION DIVISION
Application for a Regular Groundwater Permit

May 19, 2026

NUMBER & DATE	COUNTY	NAME OF APPLICANT	RECOMMENDATION
2025-542 3/10/2025	Woodward County	Donley Ranch, LLC	Approval for proposed order

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

Groundwater Application: Permit #2025-542 Donley Ranch, LLC - Woodward County



Main Legend

- Proposed Wells
- Counties
- Interstates

Inset Legend

- Proposed Wells
- Dedicated Land
- Counties
- Townships
- Sections
- Groundwater Wells
- Reported Well Logs

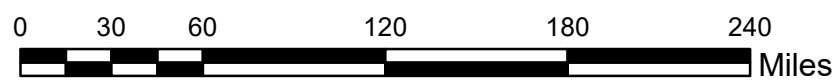
OWRB Permits

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

OWRB Dedicated Lands

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

Created by: FP
Date: 5/1/2026



BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

In the Matter of the Application of
Donley Ranch, LLC
for a Groundwater Permit
in Woodward County

Application No. 2025-0542

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

INTRODUCTION

This matter arises out of the application of Donley Ranch, LLC (“Applicant”) seeking a long-term groundwater use permit for use in Woodward County, Oklahoma. Applicant requested twelve (12) total groundwater wells on the property owned by Applicant, to irrigate wheat and Bermuda grass, and for raising cattle, all for agricultural purposes. Applicant was represented by attorney Kaylee P. Davis-Maddy. Interested persons Pat T. Kincaid, Lorna K. Kincaid, Don Stidham, James Walling, Eric Coleman, Jason Mabra, Sarah Mabra and Jim Kahoe, (“Protestants”), who had filed written protests were represented by attorney Wes Johnston.

Based upon the separately stated Findings of Fact and Conclusions of Law that follow, the Oklahoma Water Resources Board (“OWRB”) determines that the Application should be granted as described herein.

1. Applicant filed its Application on March 10, 2025, seeking authorization to withdraw three-hundred-twelve (312) acre-feet of groundwater per year from an owned area with acreage of the same amount, from twelve (12) wells located as follows: one (1) well each in the SW SE SW and NE SW SW, two (2) wells in the SE SW SW of Section 29, T23N, R18WIM; one (1) well each in the NW SW NW and NW SE NW, two (2) wells in the NE SW NW, four (4) wells in the SW SW NW of Section 36, T23N, R19WIM, all in Woodward County; all in Woodward County, to irrigate wheat and Bermuda grass, and raising cattle for agricultural purposes. *See OWRB Exhibit 1.*
2. Applicant submitted two (2) warranty deeds with the Application, which were not disputed at the

hearing. See *OWRB Exhibit 2*.

3. A well-spacing exception was not requested, and the issue was not disputed at the hearing.

4. On or about December 9, 2025, Board staff notified Applicant that the Application had been reviewed and directed Applicant to give notice of the essential facts and intended use by newspaper publication and by sending notice by certified mail, return receipt requested, to surface estate owners of lands located within 1,320 feet of the outside boundary of each ten-acre tract regarding wells subject of the Application. See *OWRB Exhibit 3*.

5. Notice of the Application was published in the Woodward News on December 24 and 31, 2025. See *OWRB Exhibit 4*.

6. Notice of the Application was sufficiently delivered by certified U.S. mail, as confirmed by Applicant's certificate and signed returned receipts. It was directed to the surface estate owners of lands located within 1,320 feet of the outside boundary of each ten (10) acre tract of the wells subject of Application No. 2025-0542 of Applicant's intention to use groundwater. *Id.*

7. The OWRB Notice of Hearing, which includes the relevant statutes, rules, and groundwater case law in Oklahoma Groundwater Law, was sufficiently mailed to the Applicant and Protestants. See *OWRB Exhibit 8*.

HEARING

8. The hearing was held on April 8, 2026, at the OWRB Offices, Board Room, 2nd Floor, 3800 North Classen Boulevard, Oklahoma City, OK.

9. Applicant appeared in person by and through its attorney, Kaylee P. Davis-Maddy.

10. Protestants appeared in person by and through their attorney, Wes Johnston.

11. The Hearing Examiner determined that notice of the application was properly given as required by law. Notice was not disputed.

12. **OWRB exhibits** were admitted pursuant to Board Rule OAC 785:4-7-1 and OAC 785:4-7-7, being Application No. 2025-0542 (Exhibit 1); Ownership Documents (Exhibit 2); Notice of Application (Exhibit

3); Proof of Service (Exhibit 4); Proof of Publication (Exhibit 5); Protest (Exhibit 6); Well Reports (Exhibit 7); Notice of Hearing and Green Cards (Exhibit 8); Entry of Appearance by Applicant's Attorney (Exhibit 9); Entry of Appearance for Protestants' Attorney (Exhibit 10); Attendance Sheet (Exhibit 11).

13. **Applicant's admitted exhibits were:** Application for Groundwater Permit (the prior uncompleted one) filed on May 13, 2019 (Applicant's Exhibit 1). Map with well locations (Applicant's Exhibit 2)

14. **Protestants' admitted exhibits were:** April 7, 2026 OWRB Memorandum to Applicant that includes Mr. Donley's emailed submitted amounts of water use for the years of 2020 through to 2026 (Protestant's Exhibit 1) and the Resume of Jerry J. Black (Protestant's Exhibit 3). The nonconsecutive numbering of the exhibits is explained by reason that a document showing it to be an Oklahoma State University Water Quality Report relating to Dale Stidham, (Protestant's Exhibit 2), was omitted and declined by Protestant's counsel to be offered as an exhibit for the record.

15. **Protestants' Exhibits that were denied after objection by Applicant were:** Jerry J. Black's Protest Letter, for another physically adjacent property of this Applicant, on a different case with the same Applicant, 2025-0543 (Protestant's Exhibit 4). It has attached data demonstrative of the water levels individual to some names of the people in the area, to show general depletion of the aquifer. The protest letter in that case was dismissed as a party of interest for lack of standing by Summary Order dated February 23, 2026, and the objection by Applicant's counsel in the hearing based upon relevance was sustained. PWS (Public Water Supply Wells) and WHPA (Wellhead Protection Areas) – Map, (Protestant's Exhibit 5) was offered, Applicant objected based upon relevance, the objection was sustained and the exhibit was not admitted.

16. **Applicant, Donley Ranch, LLC presented one witness, Dustin Donley** to testify during its case-in-chief. A summary of his testimony is below:

a. Dustin Donley testified that he owns the land dedicated to the property, that it overlies a groundwater basin, and will use the water for a beneficial purpose, testimony of which was not contested. He explained that he previously irrigated without permit on the land but does not intend to use water illegally now, or in the future. Mr. Donley had started an application in 2019, explained that Covid and its

subsequent lockdowns of places entered the timeline, and communication with OWRB for his application slowed down. Mr. Donley testified he would comply with the applicable elements for waste under 82 O.S. § 1020.15(A). He testified that if permitted, he would comply with annual reporting and let OWRB staff onto the property for water use reporting purposes, if necessary. Mr. Donley said he would not agree to voluntarily use water metering because he said each meter costs \$1,500 to \$2,500.

17. **Protestants' counsel presented the testimony of Jim Keyhoe, Jason Mabra, Lorna Kincaid, James Walling and Jerry Black.** A summary of their testimony is below:

a. The first witness was Jim Keyhoe who has cattle on his property that he lives on with one domestic well for drinking and bathing. He testified that he ran three to four sprinklers between about the end of 2023 and the beginning of 2024 and is down to one sprinkler being used. He also alleged that he had their water tested since 2008 and believes it is unsafe for a child to drink due to nitrates. Mr. Keyhoe did not dispute ownership of the property dedicated to the land or the beneficial use and confirmed he had no evidence to demonstrate that Donley Ranch, LLC will use more water than is allowed by a permit, or that inefficient excess losses of groundwater by the Applicant will occur.

b. The second witness by counsel for Protestants was Jason Mabra, who said he has a domestic water well. Mr. Mabra viewed Applicant's water use and determined that it was visibly excessive. He did not contest ownership, that the Applicant's land is over a shared basin or aquifer, or that he had no evidence to show Applicant would transport groundwater from the well to result in excess losses, or proof that Applicant would use more than is authorized by a permit.

c. The third witness by counsel for Protestants was Lorna K. Kincaid. She has about five (5) acres of land with a yard and gardens and said the water pressure at her location has gone up and down. Ms. Kincaid testified she saw groundwater drawdown occur in the last three (3) years. However, she also testified she had no evidence that Applicant would violate the relevant waste elements as found under O.S. § 1020.15(A).

d. The fourth witness by counsel for Protestants was Jerry J. Black, Principal Consultant and

President of Black & Associates Environmental Consultants, Inc. He testified he has 46 years of hydrology experience. See resume, *Protestant's Exhibit 3*. He testified about drawdown effects, conveyed his perspective that Applicant's prior use contributed to some of the aquifer's depletion and explained that water does not immediately replace itself.

18. **Closing Argument Summaries by Protestants' counsel; key points noted:** Protestants' counsel argued the Protestants' concern here is based upon Applicant's past unauthorized use of water without a water permit, and with that the Protestants showed in their testimony their perceptions of excessive water use, drawdown of the aquifer, and their experiences with well sand and nitrates. It was argued that water metering is a discretionary regulatory mechanism available to the OWRB, and should be applied in this set of facts.

19. **Closing Argument Summaries by Applicant's counsel; key points noted:** Applicant's counsel argued it was undisputed that Mr. Donley owned the land to be permitted for groundwater, that a groundwater basin is underneath it, and that Applicant has a beneficial purpose. No evidence was shown by Protestants that waste will occur under 82 O.S. § 1020.15(A). Additionally, the request for water metering is not required by law in Oklahoma and had been raised solely based upon water-level drawdown. Applicant's counsel argued that a past use without a permit to which the Applicant had already admitted, and does not shy away from, is not a legal ground to disallow Applicant from doing the right thing by getting a groundwater permit.

FINDINGS OF FACT

OWNERSHIP OF THE LAND

20. Applicant produced warranty deeds to property as further described herein, properly demonstrating that Donley Ranch, LLC has property rights to the land dedicated to the permit. *See Exhibit 2*.

21. Ownership was not disputed by Protestants at the hearing, nor found to be deficient or lacking.

LAND LOCATED OVER GROUNDWATER BASIN

22. The Application shows OWRB staff determined that the land dedicated to this application overlies

the North Canadian River Alluvium and Terrace – Phase 1. Pursuant to the application, the amount of groundwater available to the Applicant in its equal proportionate share for permitting is one (1) acre-foot per year per acre of dedicated land. The aquifer name, its physical relation underneath the designated land location, and allotted amount of groundwater use for equal proportionate shares by permitted users were not in dispute by Protestants at the hearing.

BENEFICIAL USE

23. The proposed use of groundwater is for irrigation of crops of wheat and Bermuda grass and the raising of cattle for agricultural purposes.

24. The beneficial use of the groundwater was not disputed at the hearing, nor that the requested amount was economically necessary for that purpose.

25. The Board finds that Applicant's proposed irrigation of wheat and Bermuda grass and the raising of cattle are agricultural purposes and constitute a beneficial use within the meaning of the Board's rules and the Oklahoma Groundwater Law. Further, that the evidence supports Applicant's intent and ability to place groundwater to beneficial use consistent with the Application. *See* OAC 785:30-1-2.

WASTE BY DEPLETION

26. Applicant testified that Applicant's proposed use would not result in waste by depletion under the relevant provisions of 82 O.S. § 1020.15(A).

27. There was no dispute that one (1) acre-foot per acre annual use of groundwater is the equal proportionate share for this aquifer, and that Donley Ranch, LLC is also under that same requirement. Protestants provided no relevant evidence showing by clear and convincing proof that Applicant would upon being permitted for groundwater use then violate the relevant elements of 82 O.S. § 1020.15(A). Speculation about general groundwater depletion is not one of those elements, and Oklahoma law contemplates the eventual depletion of groundwater resources as it is written. The use or nonuse by one landowner neither decreases nor increases the proportionate share of another. *OWRB v. Texas County Irr. And Water Resources Ass'n, Inc.*, 1984 OK 96, 711 P.2d 38.

28. Protestants' Exhibit 1, shows the highest amount of groundwater reported by the Applicant to have

been used in the years covering 2024 - 2026 was in 2025 at 113.6 acre-feet at this property location (“East Side”). While witnesses for the Protestants at the hearing testified to their own observations of Applicant’s water use in the irrigation of his property, and that from their observations it was excessive, there was no direct and concrete evidence to dispute the veracity and accuracy of Applicant’s reported water use on this same location for slightly different uses (hemp instead of Bermuda grass and raising cattle, but both containing the purpose of irrigating wheat) in previous years.

29. OWRB finds that the evidence does not demonstrate waste by depletion will occur as specified under 82 O.S. § 1020.15 and the Board’s rules.

WASTE BY POLLUTION

30. Applicant affirmed under oath that he would not violate the relevant provisions of 82 O.S. § 1020.15(A) that relate to waste by pollution.

31. No evidence was produced that waste by pollution would more likely than not occur, should the groundwater permit be issued. The definition of waste by pollution is relatively narrow in the context of groundwater law and OWRB’s jurisdiction. Pursuant to 82 O.S. § 1020.15 A. (7), the Board shall be precluded from determining whether waste by pollution will occur pursuant to the provisions of this paragraph if the activity for which the applicant or water user intends to or has used the water as specified under Section 1020.9 of this title is required to comply with rules and requirements of or is within the jurisdictional areas of environmental responsibility of the Department of Environmental Quality or the Oklahoma Department of Agriculture, Food, and Forestry.

32. The Board finds that the evidence does not demonstrate that waste by pollution will occur if the permit is issued as specified in 82 O.S. § 1020.15(A) and OWRB’s administrative rules.

WELL-SPACING

33. Under the Board’s well-spacing rule for major alluvium and terrace basins where the Maximum Annual Yield has been determined, no new or proposed wells can be drilled and completed within 660 (six-hundred-sixty) feet from authorized existing wells or proposed well locations on lands of another, unless a well location exception is granted. Well-spacing was not disputed by the Protestants at the hearing.

WATER METERING AS A REMEDY IN PROTESTANTS' REQUEST FOR RELIEF

34. Protestants and their legal counsel advocated in the hearing to require water metering to be imposed as a condition for issuing a potential permit to Applicant. However, there is no Oklahoma law requiring mandatory water metering under these circumstances and the conditions set forth in OAC 785:30-13-3(a). OAC 785:30-13-3(a) only provides that "Upon request of a majority of landowners residing within a basin or subbasin, the Board is authorized to require that water wells be metered and that such meters as the Board shall approve be utilized by the applicant and placed under seal, subject to reading by the agents of the Board at any time." There was no evidence that a proven majority of landowners above the same aquifer as Applicant's had legally authorized imposing this metering requirement. Therefore, the request for water metering must be denied because based upon the record before the OWRB, it is not legally capable of being granted.

35. The applicable water reporting rule still therefore applies: "Holders of permits shall be required to report to the Oklahoma Water Resources Board annually their use of water pursuant to their permits. Willful failure to report annual usage may result in cancellation of the permit by the Board upon proper notice and hearing as provided in the Administrative Procedures Act." 82 O.S. § 1020.12(A.) See also, OAC 785:30-5-9.

CONCLUSIONS OF LAW

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

JURISDICTION AND AUTHORITY

36. The Board is vested with exclusive authority to determine groundwater permit applications by Oklahoma's Groundwater Law, 82 O.S. § 1020.1 et seq., and by Chapter 30 of Title 785 of the Oklahoma Administrative Code ("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 Oklahoma 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.

37. The Board has subject matter jurisdiction to adjudicate applications for permits according to the Oklahoma Groundwater Law and the OWRB's rules.

NOTICE OF THE APPLICATION AND HEARING

38. Notification of the Application for a Regular groundwater permit was properly given as required by law, in accordance with 82 O.S. § 1020.8 and OAC 785:30-3-4.

39. Notice of the Hearing was given to all interested parties in accordance with OAC 785:30-3-4.

PERSONAL JURISDICTION; DUE PROCESS

40. Due and proper notice of the Application and subsequent proceedings was given to all potentially interested persons as required by law. Applicant and Protestants are interested parties to this proceeding. All other potentially interested persons have defaulted or abandoned their interests, pursuant to OAC 785:4-7-3(c).

USE OF GROUNDWATER

41. Under 60 O.S. § 60, the owner of the surface of a given tract of land owns the fresh groundwater beneath the surface of the land. The surface owner or lessee may use such groundwater in accordance with the use regulations imposed by the Oklahoma Groundwater Law, 82 O.S. §§ 1020.1 et seq.

42. The legislative policy expressed in the Oklahoma Groundwater Law is "to utilize the groundwater resources of the state." 82 O.S. § 1020.2(A). To implement that policy, the Oklahoma Groundwater Law authorizes the controlled reduction of a groundwater basin if that reduction is done in an orderly fashion according to the statutory scheme for reasonable restrictions on such use.

ELEMENTS TO BE DETERMINED

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

These are:

- a. Whether the applicant owns the surface of the dedicated land or has a valid lease or other legal authority for the taking of groundwater from the land;
- b. Whether the dedicated land overlies a fresh groundwater basin or subbasin;

- c. Whether the applicant's intended use for the water is a beneficial use; and
- d. That waste by depletion and waste by pollution as specified in 82 O.S. § 1020.15 will not occur.

44. In this groundwater basin, wells are required to be at least 660 (six-hundred and sixty) feet outside of an authorized existing well or proposed well location on lands of another, unless a well location exception is granted, pursuant to OAC 785:30-3-6.

45. If the Board finds for the Applicant on all the elements the Board shall approve the application and issue the appropriate permit, pursuant to 82 O.S. §§ 1020.9 and 1020.10.

A. LANDS OWNED OR LEASED BY APPLICANT

46. Ownership of land was not challenged at the hearing. Regardless, based on the information submitted in the application and the evidence admitted at the hearing, the Board concludes that Applicant provided evidence of its right to take groundwater from the land identified on the application, in the form of ownership documentation listed above.

B. LANDS OVERLIE FRESH GROUNDWATER BASIN

47. The dedicated land overlies the North Canadian River Alluvium and Terrace – Phase 1 groundwater aquifer. The Board has determined a maximum annual yield for this basin and the amount of groundwater available to the Applicant for permitting is 1 (one) acre-foot per year per acre of dedicated land.

C. GROUNDWATER PUT TO BENEFICIAL USE

48. The Board is required to determine whether “the use to which the applicant intends to put the water [is] a beneficial use” under 82 O.S. § 1020.9 and OAC 785:30-3-5.

49. Beneficial use is defined in OAC 785:30-1-2 as follows:

"Beneficial use" means the use of such quantity of stream or groundwater when reasonable intelligence and reasonable diligence are exercised in its application for a lawful purpose and as is economically necessary for that purpose. Beneficial uses include but are not limited to municipal, industrial, agricultural, irrigation, recreation, fish and wildlife, etc.

50. OAC 785:30-1-2 further defines “irrigation use” broadly to include water for the production of food, crops, *et al.*, and as applied to “pastures” and “fields,” and defines “agricultural use” to include water

used for “livestock” and related agricultural operations.

51. Based on the evidence in the record, Applicant’s stated intended uses of irrigation on wheat and Bermuda grass, and the raising of cattle, all fall within the Board’s definitions of “irrigation use,” “agricultural use,” and therefore “beneficial use,” as those terms are defined in OAC 785:30-1-2.

52. The evidence further supports not only the lawfulness of the proposed uses, but Applicant’s intent and ability to implement them with reasonable diligence, including a willingness to report annual water use.

53. The Board concludes that Applicant will place the authorized groundwater to beneficial use within the meaning of 82 O.S. § 1020.9 and OAC 785:30-1-2, and that the application satisfies the statutory and regulatory beneficial-use element required for approval.

D. WASTE DEFINITIONS

54. The Board must determine whether Applicant will allow waste as specified by 82 O.S. § 1020.15(A) to occur. Waste definitions for groundwater are as follows:

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

environmental responsibility of the Department of Environmental Quality or the Oklahoma Department of Agriculture, Food, and Forestry;

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

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

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

WASTE BY DEPLETION

55. The statute of 82 O.S. § 1020.15 does not authorize the Board to deny a permit because neighbors predict aquifer depletion, speculate about contamination, or fear economic loss. The Oklahoma Legislature addressed long-term aquifer effects by capping every landowner's annual right at two (2) acre-feet per acre of dedicated land (unless a local election chooses less) for unstudied basins, and a scientifically set amount for studied basins like this one. The studied basins are ultimately finalized in Maximum Annual Yield hearings as needed by the OWRB. This aquifer is set at one (1) acre-foot per acre of dedicated land annually, or each resident's equal proportionate share. Water-quality enforcement is delegated to other agencies (e.g., Oklahoma Department of Environmental Quality ("ODEQ"), for discharges).

56. The evidentiary record establishes no competent evidence that Applicant will commit waste by depletion within the meaning of 82 O.S. § 1020.15 and the Board's rules, and Protestants offered no direct or relevant evidence of waste that could be defined as violative under that definition.

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

WASTE BY POLLUTION

58. The provisions of 82 O.S. § 1020.15(A)(7) provides that the Board shall not permit any groundwater user to commit waste by "permitting or causing the pollution of a freshwater strata or basin through any act which will permit fresh groundwater polluted by minerals or other waste to filter or otherwise intrude into such a basin or subbasin." Subsection (10) also prohibits a user from committing waste for "failure to properly

plug abandoned water wells in accordance with rules of the Board and file reports thereof.”

59. The evidence admitted at the hearing provides no competent evidence that Applicant will commit waste by pollution within the meaning of 82 O.S. § 1020.15 and the Board’s rules. Therefore, the Board concludes that waste by pollution will not occur.

WELL-SPACING

60. For this aquifer, the Board requires that a well be located at a distance of at least 660 (six-hundred and sixty) feet outside of existing wells or proposed well locations on lands of another unless a well location exception is granted, pursuant to OAC 785:30-3-6. Well-spacing was not contested by the Protestants nor requested by the Applicant. Therefore, since no well-spacing exception is needed, no new well-site location requirements on Applicant’s designated property are hereby imposed by OWRB.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Application No. 2025-0542 in the name of Donley Ranch, LLC, shall be and the same is hereby **Granted**. A permit shall be issued which authorizes twelve (12) wells located as follows: one (1) well each in the SW SE SW and NE SW SW, two (2) wells in the SE SW SW of Section 29, T23N, R18WIM; one (1) well each in the NW SW NW and NW SE NW, two (2) wells in the NE SW NW, four (4) wells in the SW SW NW of Section 36, T23N, R19WIM, all in Woodward County, Oklahoma, in the amount of 312 acre-feet per year for irrigation of wheat and Bermuda grass, and for raising cattle. The permittee shall comply with all reporting and other requirements of the Oklahoma Groundwater Law and Board rules, including but not limited to annual water use reporting as set forth in 82 O.S. §1020.12 and OAC 785:30-5-9.

IT IS FURTHER ORDERED that all other terms and provisions set forth in the application and those not inconsistent with provisions of this Order shall be incorporated into and made a part of the permit.

IT IS SO ORDERED by the Oklahoma Water Resources Board in regular and open meeting this _____ day of _____, 2026.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

, Secretary
(SEAL)

CERTIFICATE OF MAILING

I certify that April _____, 2026 I mailed via certified mail, return receipt requested, a true and correct copy of the above and foregoing instrument was mailed to:

Kaylee Davis-Maddy 210 Park Avenue, Ste. 1200 Oklahoma City, OK 73102	Wes Johnston 501 NW 13 th Street Oklahoma City, OK 73103
---	---

Administrative Hearings Clerk,

Oklahoma Water Resources Board