

1.B.

**June 16 ,2026 Regular Meeting Draft Official Minutes
For consideration at the July 21, 2026 Board Meeting**

OKLAHOMA WATER RESOURCES BOARD MEETING INFORMATION

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

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

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

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

CALL TO ORDER

The Regular Meeting of the Oklahoma Water Resources Board was called to order by Chair Gorman, on June 16, 2026, at 9:33 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 June 12, 2026, at 2:00 p.m., at the Oklahoma Water Resources Board's offices at 3800 N. Classen Boulevard, Oklahoma City, Oklahoma.

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

Board Members Present

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

Board Members Absent

Jarred Campbell
Bob Latham

Staff Members Present

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

Others Attending

Penny Ray
Mary Stallings
Katelyn Wade
K.F.
Steven Hoffman
Rihan Lam
Amanda Booze
Brent Polise
Stuart England
George Russell
Rusty Whisenhunt
Robert Ernst
Lianette Hutchinson
Brandon Bowman
Brent Ballagh
Landon Holcomb
Jose Flores
Mark S.
Matt Coe
Nate Ellis

Jered Davidson
Nehemiah Yager
Michelle Wynn
Cameron Bertelli
Meliea Ware
Nathan Bassett
Aaron Mears
Ron Peterson
Charles de Coune
Bodie Bachelor

- B. Discussion, Amendments and Vote to Approve Official Minutes of May 19, 2026, Regular meeting. Chair Gorman inquired if all members reviewed the minutes of the May 19, 2026, meeting and if there were no questions, or changes, requested a motion to approve. No comments or amendments; Mr. Silk motioned to approve, and Mr. Stallings seconded the motion. Chair Gorman called for the vote.

AYE: Stallings, Justice, Isaacs, McCall, Silk, Cook Gorman

NAY: None

ABSTAIN: None

ABSENT: Campbell, Latham

- C. Executive Director's Report:

Director Cunningham began her report by congratulating our Financial Assistance Division for being awarded the new EPA State Excellence award. This award celebrates high-performing state SRF programs that demonstrate exceptional overall program performance to protect public health and the environment. This national honor distinguishes the OWRB as a premier model for water infrastructure financing.

Regarding the legislation session, Director Cunningham recognized several OWRB staff members for their tireless work on the bills and noted that the Governor signed all of the bills we worked so hard on. SB 259, the Water Rights Administration bill, was the original metering bill with a new voluntary 5-year flexible groundwater use incentive program with metering requirement. The final version removed those pieces and left language directing OWRB to more actively address water use reporting, complaint investigations, and waste of water issues, including modernized tracking and enforcement. It also specifically addresses groundwater waste caused by data centers that use evaporative cooling systems and consumptively use water: Groundwater permits we issue for such facilities shall only be issued if the applicant demonstrates that the cooling system utilizes closed-loop, dielectric immersion, or other comparably low-consumptive cooling technologies that substantially recirculate groundwater and minimize consumptive loss as determined by the Board. On the Rule making front, we are working on emergency rules which are due in September.

Regarding the Oklahoma Water Resources Bulletin, the drought conditions across the state have eased and the seasonal outlook are predicted to remain steady and maybe even be above normal precipitation levels.

Director Cunningham recorded an interview with OETA covering the 2025 OCWP and they asked great questions and did a good job in researching the plan and this aired last week.

OWRB has met with Representative Newton who carries a lot of the water bills and legislation. He is planning on conducting another interim study over the 5-year flex on improving water use accounting and ensuring users are keeping water use within their permitted amounts.

Director Cunningham announced the Governor's Water Conference will be held on December 2nd and 3rd at the Embassy Suites in Norman.

E. Financial Update

Mr. Jay Foote, Chief Administrative Services Division, presents the budget report for the period ending May 2026. Mr. Foote reports the agency has spent 63 % of its appropriated budget leaving 37%; spent 57% of its revolving budget, leaving 43%; has spent 21% of its federal budget, leaving 79%. Overall, the total budget remaining is 52%.

2. FINANCIAL ASSISTANCE DIVISION

- A. Consideration of and Possible Action on a Proposed Order Approving Clean Water Funding Application for the Commerce Development Authority, Ottawa County, Oklahoma. Recommended for Approval.

This request is for a \$670,000.00 CWSRF loan to replace approximately 950 aging manual read water meters with new advanced metering infrastructure meters. The loan will be secured with liens on the applicant's water and sewer systems along with a 2-cent sales tax. The applicants debit ratio stands at 1.9 times.

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

AYE: Stallings, Justice, Isaacs, McCall, Silk, Cook Gorman

NAY: None

ABSTAIN: None

ABSENT: Campbell, Latham

- B. Consideration of and Possible Action on a Proposed Order Approving State Loan Program Revenue Bond Loan Funding Application for the Perkins Public Works Authority, Payne County, Oklahoma. Recommended for Approval.

This request is for a \$1,077,000.00 FAP loan to install approximately 4,598 linear feet of water lines and reimburse cost for collapsed sewer lines. The loan will be secured with the applicant's water and sewer systems and a 1 cent sales tax. The applicant's debt ratio stands at 2.53 times.

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

AYE: Stallings, Justice, Isaacs, McCall, Silk, Cook Gorman

NAY: None

ABSTAIN: None

ABSENT: Campbell, Latham

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

This request is for a \$1,305,000.00 FAP loan to replace water lines, fire hydrants, and meters. The loan will be secured with a lien on the applicant's water, sewer and sanitation systems. The applicant's debt ratio stands at 1.57 times.

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

AYE: Stallings, Justice, Isaacs, McCall, Silk, Cook Gorman

NAY: None

ABSTAIN: None

ABSENT: Campbell, Latham

- D. Consideration of and Possible Action on a Proposed Order Approving State Loan Program Revenue Bond Loan Funding Application for the Geary Utilities Authority, Blaine County, Oklahoma. Recommended for Approval.

This request is for a \$2,100,000.00 FAP loan to conduct a sanitary sewer evaluation survey and replace approximately 10 miles of transmission water main. The loan will be secured with a lien on the revenues of the applicant's water, sewer, gas and electric systems. The applicant's debt ratio stands at 1.64 times.

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

AYE: Stallings, Justice, Isaacs, McCall, Silk, Cook Gorman

NAY: None

ABSTAIN: None

ABSENT: Campbell, Latham

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

This request is for a \$5,298,761.00 DWSRF loan to install approximately 625 automatic meter readers and make various improvements to the water treatment plant. The loan will be secured with a lien on the revenues of the applicant's water, sewer and sanitation systems. The applicant's debt ration stands at 1.26 times.

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

AYE: Stallings, Justice, Isaacs, McCall, Silk, Cook Gorman

NAY: None

ABSTAIN: None

ABSENT: Campbell, Latham

- F. Consideration of and Possible Action on Proposed Resolution Authorizing Certain Individuals To Sign and Act on Behalf of the Board Regarding the Board's Financial Assistance Programs, Including all Loan and Grant Programs and Issues of Indebtedness, and Authorizing Members to Act as Assistant Secretary. Recommended for Approval.

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

AYE: Stallings, Justice, Isaacs, McCall, Silk, Cook Gorman

NAY: None

ABSTAIN: None

ABSENT: Campbell, Latham

- G. Consideration of and Possible Action on a Proposed Resolution Expressing Official Intent to Reimburse Costs of Loans for Clean Water SRF Projects. Recommended for Approval.

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

AYE: Stallings, Justice, Isaacs, McCall, Silk, Cook Gorman

NAY: None

ABSTAIN: None

ABSENT: Campbell, Latham

- H. Consideration of and Possible Action on a Proposed Resolution Expressing Official Intent to Reimburse Costs of Loans for Drinking Water SRF Projects. Recommended for Approval.

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

AYE: Stallings, Justice, Isaacs, McCall, Silk, Cook Gorman

NAY: None

ABSTAIN: None

ABSENT: Campbell, Latham

- I. Consideration of and Possible Action on a Proposed Resolution authorizing Board staff to transfer and allocate returned and/or unused American Rescue Act Plan ("ARPA") funds appropriated to the Oklahoma Water Resources Board to any ARPA program water and wastewater projects previously approved by the Board as authorized by House Bill 4075 (2026) without further Board approval.

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

AYE: Stallings, Justice, Isaacs, McCall, Silk, Cook Gorman

NAY: None

ABSTAIN: None

ABSENT: Campbell, Latham

3. SUMMARY DISPOSITION AGENDA ITEMS

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

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

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

1. Emergency Grant Applications:
None.

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

<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
SWODA				
a.	FAP-26-0042-R	Town of Corn	Washita	\$ 75,000.00

3. CWSRF Principal Forgiveness Loan Applications:
None

4. DWSRF Principal Forgiveness Loan Applications:

<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
a.	ORF-25-0049-DW	Rural Water District No. 4	Okmulgee	\$ 73,326.56
b.	ORF-26-0008-DW	Wetumka Municipal Authority	Hughes	\$ 573,948.08
c.	ORF-26-0032-DW	Perkins Public Works Authority	Payne	\$ 766,842.00
d.	ORF-26-0035-DW	The Seiling Public Works Authority	Dewey	\$ 678,754.00
e.	ORF-25-0038-DW	Rural Water, Sewer and Solid Waste Management District No. 2	Beckham	\$ 793,795.00
f.	ORF-26-0022-DW	Rural Water District No. One	Latimer	\$ 799,095.00
g.	ORF-25-0017-DW	The Carnegie Public Works Authority	Caddo	\$ 800,000.00
h.	ORF-25-0047-DW	Cheyenne Utility Authority	Roger Mills	\$ 800,000.00

i.	ORF-26-0003-DW	Rural Water District No. 2	Okfuskee	\$ 800,000.00
j.	ORF-26-0011-DW	Rural Water District No. 3	Payne	\$ 800,000.00
k.	ORF-25-0033-DW	Rural Water, Sewer and Solid Waste Management District No. 2	Roger Mills	\$ 800,000.00
l.	ORF-26-0036-DW	The Langston Public Works Authority	Logan	\$ 950,000.00
m.	ORF-23-0064-DW	The Boynton Public Works Authority	Muskogee	\$ 999,999.00
n.	ORF-26-0029-DW	Canute Public Works Authority	Washita	\$ 999,999.00
o.	ORF-24-0017-DW	The Morris Public Works Authority	Okmulgee	\$ 999,999.00
p.	ORF-26-0026-DW	Rural Water and Sewer District No. 4	Ottawa	\$ 999,999.00
q.	ORF-26-0018-DW	Rural Water District No. 3	Custer	\$ 999,999.00
r.	ORF-23-0007-DW	Rural Water, Sewer, Gas and Solid Waste Management District No. 1	Cleveland	\$ 999,999.00
s.	ORF-26-0014-DW	The Holdenville Public Works Authority	Hughes	\$ 1,000,000.00

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

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

a.	ARP-25-0006-DTG	The Tahlequah Public Works Authority	Cherokee	\$ 1,758,602.90
b.	ARP-23-0013-DTG	The Collinsville Municipal Authority	Tulsa	\$ 302,201.24*

*Increase from original grant

7. State ARPA Interest (SAI) Program:

- a. Consideration of and Possible Action on a Proposed Order Approving the Expenditure of State ARPA Interest funds for Targeted Water and Wastewater Projects pursuant to HB4075 (2026) in the amount of \$25,998,798.00.

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

1. Memorandum Agreement with USGS and Arkansas-Oklahoma Arkansas River Compact Commission for water monitoring and data collection.
2. Memorandum Agreement with USGS and City of Enid for water monitoring and data collection
3. Memorandum Agreement with USGS and the City of Lawton for water monitoring and data collection.
4. Memorandum Agreement with USGS and the City of Moore for water monitoring and data collection.
5. Memorandum Agreement with USGS and the City of Norman for water monitoring and data collection.
6. Memorandum Agreement with USGS and the Central Oklahoma Master Conservancy District for water monitoring and data collection.
7. Memorandum Agreement with USGS and CP Kelco for water monitoring and data collection.
8. Memorandum Agreement with USGS and Fort Cobb Master Conservancy District for water monitoring and data collection.
9. Memorandum Agreement with USGS and Grand River Dam Authority for water monitoring and data collection.
10. Memorandum Agreement with USGS and Hardage Site Remedy Corp. for water monitoring and data collection.
11. Memorandum Agreement with USGS and Lugert-Altus Irrigation District for water monitoring and data collection.
12. Memorandum Agreement with USGS and Oklahoma Gas and Electric Company. for water monitoring and data collection.
13. Memorandum Agreement with USGS and Oklahoma Dept. of Wildlife Conservation for water monitoring and data collection.
14. Memorandum Agreement with USGS and Poteau Valley Improvement Authority for water monitoring and data collection.
15. Joint Funding Agreement between OWRB and United States Geological Service for continued operation and maintenance of the Monitoring Program.
16. Agreement with the Oklahoma University Board of Regents to provide Applications for Geospatial Data Migration and Web Map Hosting FY27.
17. Agreement with the Oklahoma Property Investors II, LLC to terminate the tenancy contract at the Cameron Building as of July 31, 2026.

18. Interagency Agreement between the Oklahoma Department of Agriculture, Food, and Forestry for monitoring of Licensed Managed Feeding Operations across Oklahoma.
19. Amendment and extension of the FY26 Interagency agreement between OWRB and ODAFF for monitoring of Licensed Managed Feeding Operations across Oklahoma.
20. Agreement with the Grand River Dam Authority to renew the Dissolved Oxygen Monitoring Contract for FY27.
21. Amendment of Contract between the Oklahoma Department of Environmental Quality and the Oklahoma Water Resources Board for Lab Analysis.

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

1. Kris and Gay Black, Roger Mills County, 2025-570
2. Darren Reimer and Katelyn Reimer, Major County, 2025-614
3. Black Family Land Co., LLC, Roger Mills County, 2025-645
4. Duke Municipal Authority, Greer County, 2026-507

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

1. Ricky A. Jett, Caddo County, 1974-057
2. Andrew and Jennifer Sproul, Major County, 2014-528

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

1. Cimarron Valley Cattle, Cimarron County, 2023-661
2. FD Texhoma Farms, LLC, Texas County, 2026-515

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

1. Brent Bauer, Texas County, 1978-639

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

1. Kenneth Mitchell (1/2); Linda Mitchell (1/4); Brent Mitchell (1/8); and Kendra Ramsey (1/8), Texas County, 1966-240

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. Dean Kennedy, Atoka County, 2023-008
2. JKT Farm Green Acres, Inc., Bryan County, 2024-007
3. JKT Farm Green Acres, Inc., Bryan County, 2024-008
4. Preston C. Jones and Christina D. Jones, Major County, 2024-012
5. Eagle Chief Ventures, LLC, Major County, 2024-013
6. Andrew Litsch, Oklahoma County, 2024-020
7. Selman Farms, LLC, Tulsa County, 2026-002
8. Selman Farms, LLC, Washington County, 2026-003
9. Selman Farms, LLC, Washington County, 2026-004

L. Consideration of and Possible Action on Applications to Amend Regular Permits to Use Stream Water:
None

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

1. New Licenses, Accompanying Operator Certificates and Activities:

- a. Licensee: KourCo Environmental Services, Inc
 - 1. Operator: Bryant Montero
 - Activities: Monitoring wells
- b. Licensee: Stella Pump
 - 2. Operator: Mike Best
 - Activities: Pump Installation
- c. Licensee: Legacy Cathodic Protection Solutions
 - 3. Operator: Terry McLean
 - Activities: Cathodic Protection

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

- a. Licensee: W.E. Pender & Sons, Inc
 - 1. Operator: Michael West
 - Activities: Groundwater Wells
- b. Licensee: Rippetoe Farms
 - 2. Operator: Andrew Fenley
 - Activities: Groundwater and pumps
- c. Licensee: Pipeline Integrity Resources
 - 3. Operator: James Byrd
 - Activities: Cathodic Protection
- d. Licensee: Stella Pump
 - 4. Operator: Dakota Best
 - Activities: Pump Installation and plugging
- e. Licensee: GSI Engineering, LLC
 - 5. Operator: James Tinnell
 - Activities: Monitoring wells
- f. Licensee: GSI Engineering, LLC
 - 6. Operator: Roy Hopkins Jr.
 - Activities: Monitoring wells

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

- 1. Ten Point Dam, Johnston County, OK300638

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

- 1. OTA – Lincoln County – FP-2026-07

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

- 1. Yvonne Clem – City of Barnsdall – FPA#-864
- 2. Chris Christian – Greer County – FPA# 865
- 3. Brittany McClintock – City of Mangum – FPA# 866
- 4. Brandon Nealis – Town of Marshall – FPA# 867
- 5. Josh Reagan – City of Slaughterville – FPA # 868
- 6. Stephen Dyer – City of Waurika – FPA # 869

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

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

1. Bobby Whorton, Harmon County, 1952-443, 2025-0045
2. Bobby Whorton, Harmon County, 1979-772, 2025-0054
3. Bobby Whorton, Harmon County, 1982-963, 2025-0055
4. Bobby Whorton, Harmon County, 1983-625, 2025-0056
5. Bobby Whorton, Harmon County, 1974-089A, 2025-0051
6. David C. Tooley, Cimarron County, 1954-027, 2025-0221
7. Levoy Ringo, Washita County, 1955-323, 2025-0039
8. Robert N. & Glenda J. Taylor, Washita County, 1955-373, 2025-0244
9. Jackie Lyle Hamersley, Jackson County, 1956-287, 2025-0079
10. Delthia Cloud, Logan County, 1967-236, 2025-0194
11. Don E. & Ruth A. Haws and William M. & Carolyn Sue Ellis, Grady County, 1972-214, 2025-0171
12. Town of Forest Park, Oklahoma County, 1975-676, 2025-0087
13. Charles A. & Diana Snyder, Canadian County, 1976-747, 2025-0088
14. Randall Vernon, Tillman County, 1978-680, 2025-0228
15. Mrs. James Griffiths, Caddo County, 1982-703, 2025-0068
16. Mrs. James Griffiths, Caddo County, 1982-706, 2025-0111
17. Roy C. & Cecil R. Bearden, Canadian County, 1988-571, 2025-0044
18. Choctaw/Nicoma Park Public Schools, Oklahoma County, 1991-509, 2025-0103
19. Robert Wayne Gladden, Pottawatomie County, 1995-586, 2025-0107
20. James W. & Glenda K. Roye, Haskell County, 1996-561, 2025-0225
21. Richard Wild, Love County, 1999-507, 2025-0046
22. Gerald Garrett Revocable Trust, Blaine County, 2011-575, 2025-0086
23. Michael & Karrie McAlister, Harmon County, 2014-566, 2025-0168
24. Michael Nine, Ellis County, 1973-398B, 2025-0199
25. Richard J. & Kathryn L. Duffy, Texas County, 1975-573A, 2025-0170
26. E & M Pierce LLC, Beaver County, 1979-520A, 2025-0132
27. Lavete A. Lutomski, Grady County, 1981-874B, 2025-0176
28. Archie and Bertha Jean Manske, Ellis County, 1971-048
29. Royceann Rumsey, Garvin County, 1984-570L
30. Clinton L. and Kendra L. Thomason, Texas County, 1990-564A

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

1. Carl & Sue Werschky dba C. W. Farms, Le Flore County, 1963-212
2. Carl & Sue Werschky dba C. W. Farms, Le Flore County, 1997-023
3. Carl & Sue Werschky dba C. W. Farms, Le Flore County, 1998-053
4. Carl & Sue Werschky dba C. W. Farms, Le Flore County, 2002-013
5. McCurtain Farm LLC, McCurtain County, 2012-065
6. Paul D. & Rhonda L. Glass, McCurtain County, 2013-023

S. Consideration of and Possible Action on an Informal Disposition Order:
None

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

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

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 Stream Water No. 2018-062, Brent and Anna Ballagh, Kay County, Oklahoma:

1. Summary – **Mr. Chris Neel**

Brent and Anna Ballagh whose address is 4051 E. Furguson Ave., Ponca City, OK 74604 has filed an application, #2018-062, with the Oklahoma Water Resources Board (Board) for a regular permit to use no more than 415 acre-feet of stream water per year at a diversion rate not to exceed 1,500 gallons per minute from Unnamed Tributary of Turkey Creek located in the SW NW SW or NW SW SW of Section 19, T27N, R3EIM, Kay County. The water is proposed to be used for irrigation (alfalfa, corn, soybeans, wheat, and bermuda) of 154 acres in the SW of Section 19, T27N, R3EIM, Kay County. The applicant gave proper Public Notice, the application was protested, and an administrative hearing was held on May 6, 2026. The hearing examiner recommends approval.

2. Discussion and presentation by parties- No presentation
3. Possible Executive Session

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

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

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

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

B. Consideration of and Possible Action on Application for Regular Stream Water No. 2025-003, Southern Sand, LLC, Bryan County, Oklahoma:

1. Summary – **Mr. Chris Neel**

Southern Sand, LLC c/o Nathan Bassetto whose address is 1540 Keller Parkway, Ste. 108-110, Keller, TX 76248 has filed an application, #2025-003, with the Oklahoma Water Resources Board (Board) for a permit to use no more than 1,358 acre-feet of stream water per year at a diversion rate not to exceed 2,500 gallons per minute from the Red River located in the SW SW SW of Section 25, T8S, R7EIM, Bryan County. The water is proposed to be used for mining - sand and natural stone of 40 acres located as follows: 10 acres each in the SW SW SW and NW SW SW of Section 25; 10 acres each in the SE SE SE and NE SE SE of Section 26; all in T8S, R7EIM, Bryan County. The applicant gave proper Public Notice, the application was protested, and an administrative hearing was held on May 4, 2026. The hearing examiner recommends approval.

2. Discussion and presentation by parties-No presentation

3. Possible Executive Session

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

(a) Vote on whether to hold Executive Session. Before it can be held, the Executive Session must be authorized by a majority vote of a quorum of members present and such vote must be recorded.

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

(c) Executive Session, if authorized.

4. Return to open meeting and possible vote or action on any matter discussed in the Executive Session, if authorized.

5. Vote on whether to approve the Proposed Order as presented or as may be amended, or vote on any other action or decision relating to the Proposed Order.

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

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

06000 6. ELECTION OF OFFICERS

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.

Chair Gorman announced that all officers shall stay the same except for the Secretary. Mr. Gorman nominated Ms. McCall to act as secretary for the Board.

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

AYE: Stallings, Justice, Isaacs, McCall, Silk, Cook Gorman

NAY: None

ABSTAIN: None

ABSENT: Campbell, Latham

07000 7. PROPOSED EXECUTIVE SESSION

Chair Tom Gorman

As authorized by the Oklahoma Open Meeting Act in Section 307(B)(1) of Title 25 of the Oklahoma Statutes, an executive session may be held for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee.

A. Pursuant to this provision, the Board proposes to hold an executive session for the purposed of discussing the employment (evaluation, possible increase in salary, and other terms and conditions of employment) of the Executive Director.

1. Vote on whether to hold Executive Session. Before it can be held, the Executive Session must be authorized by a majority vote of a quorum of members present and such vote must be recorded.

A motion was made by Mr. Justice to enter to Executive Session for discussion.

2. Designation of person to keep written minutes of Executive Session, if authorized.- Mr. Cook was designated to keep minutes and all public and staff left the boardroom at 10:23 a.m.

3. Executive Session, if authorized.

B. Return to open meeting.

Chairman Gorman asked for a motion to re-enter the Regular Session. Mr. Silk moved to approve, and Mr. Stallings seconded the motion. Chair Gorman called for the vote.

AYE: Stallings, Justice, Isaacs, McCall, Silk, Cook Gorman

NAY: None

ABSTAIN: None

ABSENT: Campbell, Latham

*Regular Session resumed at 10:39 a.m.

- C. Consideration of and possible action on employment, including but not limited to evaluation of performance, increase in salary, or other change in terms and conditions of employment, of the Executive Director.

Chair Gorman asked for a motion regarding item number seven (#7) and Mr. Cook motioned to retain Executive Director Julie Cunningham and award a 10% raise: Mr. Silk seconded the motion.

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

08000 8. 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.

09000 9. ADJOURNMENT

Chair Tom Gorman

The next regular meeting of the Oklahoma Water Resources Board will be held on Tuesday, July 21, 2026, at 9:30 am. In the offices of the OWRB, 3800 N. Classen Boulevard, Oklahoma City, OK 73118.

Thomas Gorman, Chairman

Robert Stallings, Jr.

Bandy Silk

Darren Cook

Ron Justice

Bob. Latham

Russell Isaacs

Jarred Campbell

ATTEST:

Heather McCall (SEAL)

1. D. FINANCIAL UPDATE

1. D.1. Monthly Budget Report



JUNE 2026 FOR FY2026 FY 2026 Expenses by Fund and Category

	Fund	General Revenue			Budgeted	Expended	Balance	Percentage Remaining	Spend
By Fund	19511	1	FY 25 Carryover		2,888,956	1,584,118	1,304,838	45%	
	19303	1	FY 26 Appropriation		9,096,075	6,670,435	2,425,640	27%	
			Total General Revenue		11,985,031	8,254,553	3,730,478	31%	69%
			Revolving Funds						
	21000	2	Drillers Indemnity Fund		50,000	0	50,000	100%	
	21500	3	OWRB Revolving Fund		2,707,028	2,037,947	669,081	25%	
	23500	4	Phase II A-S Hydro St Rev Fund		293,192	212,910	80,282	27%	
	24000	5	Revolving Fund		877,906	832,408	45,498	5%	
	24500	6	Drillers Regulation Fund		0	0	0		
	25000	7	Water Infrastructure Dev. Fund (OCWP)		3,599,668	2,422,709	1,176,959	33%	
	42000	8	USGS Cooperative Agreement		345,100	17,233	327,867	95%	
	44400	9	DW Loan Administration Fund		1,473,740	642,028	831,712	56%	
	44500	10	CW Loan Administration Fund		2,532,227	1,405,292	1,126,935	45%	
			Total Revolving Funds		11,878,861	7,570,528	4,308,333	36%	64%
			Federal Funds						
	40000	11	Federal Fund - General		1,353,899	531,900	821,999	61%	39%
	40700	12	Federal Fund - Engineering and Planning		7,350,914	1,181,782	6,169,132	84%	16%
	49700	13	Federal Fund - *ARPA		1,842,066	728,253	1,113,813	13%	87%
			Total Federal Funds		10,546,879	2,441,935	8,104,944	77%	23%
			Total Funding		34,410,771	18,267,016	16,143,755	47%	53%
By Category					Budgeted	Expended	Balance	Percentage Remaining	
	510000	14	Salary Expense		8,868,378	7,820,648	1,047,730	12%	88%
	512000	15	Insurance		1,496,419	1,258,753	237,666	16%	84%
	513000	16	FICA and Retirement		2,098,415	1,865,221	233,194	11%	89%
	515000	17	Professional Services		13,159,100	5,358,639	7,800,461	59%	41%
	519000	18	Flexible Benefits		16,000	16,063	-63	0%	100%
			Total Personal Services		25,638,312	16,319,324	9,318,989	36%	64%
	520000	19	Travel Expense		653,979	323,769	330,210	50%	50%
	530000	20	Administrative Expense		1,533,958	1,124,225	409,733	27%	73%
	540000	21	Furniture and Equipment Expense		907,806	181,489	726,317	80%	20%
	550000	22	Intra Inter Agency Payments		5,676,716	318,209	5,358,507	94%	6%
			Total Operating Expenses		8,772,459	1,947,692	6,824,767	78%	22%
			Total Expenditures		34,410,771	18,267,016	16,143,755	47%	53%

2. FINANCIAL ASSISTANCE DIVISION

July 21, 2026

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Rural Water District No. 4, Okmulgee County

Loan Application No.: FAP-26-0025-L
State Loan Program Revenue Bond Loan (“FAP Loan”)

Amount Requested: \$2,020,000.00

Interest Rate: The FAP Loan shall bear interest at a fixed rate.

Payment Term: Principal and interest payments shall be made on a semi-annual basis. The term of the FAP Loan shall be no longer than thirty-one (31) years.

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

Purpose: The applicant will utilize the loan proceeds to: (i) build a new 250,000-gallon elevated water storage tower, all related appurtenances (the “Project”), (ii) satisfy the Local Reserve Requirement, if necessary; and (iii) pay related costs of issuance.

Sources of Funds (Est.)

Loan Proceeds	\$1,942,172.00
Total	<u>\$1,942,172.00</u>

Uses of Funds (Est.)

Project	\$1,823,691.62
Bond Counsel	47,500.00
Financial Advisor	42,500.00
Local Counsel	20,000.00
OWRB Cost of Issuance	7,730.38
Trustee Fee	750.00
Total	<u>\$1,942,172.00</u>

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

IN THE MATTER OF LOAN APPLICATION)
NO. FAP-26-0025-L IN THE NAME OF)
RURAL WATER DISTRICT NO. 4,)
OKMULGEE COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 21st day of July, 2026.

WHEREAS, Rural Water District No. 4, Okmulgee County, Oklahoma (the "Applicant") has made its Application for Funding No. FAP-26-0025-L (the "Loan Application") to the Board for a loan from the proceeds of the Board's State Loan Program Revenue Bonds issued pursuant to the 2016 General Bond Resolution dated as of November 1, 2016, as supplemented and amended (the "Bond Resolution"), and authorized by Title 82 Oklahoma Statutes 2021, Sections 1085.31 *et seq.*, as amended; and

WHEREAS, the Applicant intends to use the loan to provide for acquisition, development, and utilization of storage and control facilities for water and sewage systems for the use and benefit of the public and for the conservation and distribution of water for beneficial purposes in or from reservoirs or other storage facilities and/or refinancing indebtedness originally incurred for such purposes; and

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

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

Application for Funding No. FAP-26-0025-L in the name of Rural Water District No. 4, Okmulgee County, Oklahoma be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) construct a 250,000-gallon elevated water storage tower, all related appurtenances (the "Project"), (ii) satisfy the Local Reserve Requirement, if necessary and (iii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. A loan shall be made out of proceeds of the Board's State Loan Program Revenue Bonds to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$2,020,000.00. The Applicant shall pay interest on the loan at a fixed or variable rate to be established periodically by the Board. Principal and interest payments shall be made on a semi-annual basis or as otherwise provided for under the Bond Resolution. The term of the loan shall be no longer than thirty-one (31) years.

**ORDER APPROVING LOAN APPLICATION
RURAL WATER DISTRICT NO. 4, OKMULGEE COUNTY, OKLAHOMA
FAP-26-0025-L**

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

3. The funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-obligate all or a portion of the loan funds in order to be used by the Board to make other loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from proceeds of the Board's State Loan Program Revenue Bonds in accordance with the requirements of the Bond Resolution.

4. The Board's Staff is authorized to determine what additional conditions or requirements shall be necessary in order to assure the soundness of the loan and compliance with applicable financial, legal, and Bond Resolution requirements. The Board's Staff is further authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially and adversely affect the loan.

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

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

So ordered this 21st day of July, 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Heather McCall, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
RURAL WATER DISTRICT NO. 4, OKMULGEE COUNTY, OKLAHOMA
FAP-26-0025-L**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Okmulgee Municipal Authority, Okmulgee County

Loan Application No.: ORF-26-0059-CW
Clean Water SRF Loan (“CWSRF Loan”)

Amount Requested: \$4,000,000.00

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

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

Security Position: The loan shall be secured with a subordinate lien on the revenues of the applicant's water, sewer, and sanitation systems, a 2 cent sales tax and may include a mortgage on the applicant's water and sewer systems and other real property.

Purpose: The applicant will utilize the loan proceeds to: (i) construct a 15.25-million-gallon flow equalization basin, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

Sources of Funds (Est.)

Loan Proceeds \$4,000,000.00

Total

\$4,000,000.00

Uses of Funds (Est.)

Project	\$3,837,000.00
Bond Counsel	72,500.00
Financial Advisor	72,500.00
Local Counsel	17,500.00
Trustee Bank	500.00

Total

\$4,000,000.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-26-0059-CW IN THE NAME OF)
OKMULGEE MUNICIPAL AUTHORITY)
OKMULGEE COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 21st day of July, 2026.

WHEREAS, Okmulgee Municipal Authority (the "Applicant") has made its Application for Funding No. ORF-26-0059-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-26-0059-CW in the name of Okmulgee Municipal Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) construct a 15.25-million-gallon flow equalization basin, 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 \$4,000,000.00. The Applicant shall pay interest on the loan at a fixed rate to be determined prior to closing plus an administrative fee at the rate of 0.5% per annum, all on the outstanding balance of disbursed loan proceeds. Interest, administrative fee, and any principal payments shall be made on a semi-annual basis. The Applicant shall commence principal repayment no later than one (1) year following Project completion, and the maturity of the loan shall be no later than thirty (30) years following the date the Project is completed.

**ORDER APPROVING LOAN APPLICATION
OKMULGEE MUNICIPAL AUTHORITY
ORF-26-0059-CW**

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

3. Upon the Applicant's acceptance of the 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 21st day of July, 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Heather McCall, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
OKMULGEE MUNICIPAL AUTHORITY
ORF-26-0059-CW**

Reviewed By:

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

Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Blackwell Municipal Authority, Kay County

Loan Application No.: FAP-26-0026-L
State Loan Program Revenue Bond Loan (“FAP Loan”)

Amount Requested: \$18,840,000.00

Interest Rate: The FAP Loan shall bear interest at a fixed rate.

Payment Term: Principal and interest payments shall be made on a semi-annual basis. The term of the FAP Loan shall be no longer than thirty-one (31) years.

Security Position: The loan shall be secured with a lien on the revenues of the applicant's water, sewer, sanitation, and electric systems, a 1.5 cent 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) refinance the Series 2015 Note originally incurred for water and wastewater system improvements, (ii) rehabilitate the water treatment plant's filtration, residuals handling, yard piping and plant hydraulics, pumping and process systems, and electrical and control systems, conduct selective demolition of obsolete facilities, all related appurtenances (the “Project”), (iii) satisfy the Local Reserve Requirement, if necessary; and (iv) pay related costs of issuance.

Sources of Funds (Est.)

Loan Proceeds	\$17,792,395.95
Prior Debt Service Fund	277,350.00

Total

\$18,069,745.95

Uses of Funds (Est.)

Project	\$14,005,025.28
Refinance	3,546,025.00
Bond Counsel	180,423.96
Financial Advisor	180,423.96
Local Counsel	88,961.98
OWRB Costs of Issuance	68,135.77
Trustee Bank	750.00

Total

\$18,069,745.95

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

IN THE MATTER OF LOAN APPLICATION)
NO. FAP-26-0026-L IN THE NAME OF)
BLACKWELL MUNICIPAL AUTHORITY)
KAY COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 21st day of July, 2026.

WHEREAS, Blackwell Municipal Authority (the "Applicant") has made its Application for Funding No. FAP-26-0026-L (the "Loan Application") to the Board for a loan from the proceeds of the Board's State Loan Program Revenue Bonds issued pursuant to the 2016 General Bond Resolution dated as of November 1, 2016, as supplemented and amended (the "Bond Resolution"), and authorized by Title 82 Oklahoma Statutes 2021, Sections 1085.31 *et seq.*, as amended; and

WHEREAS, the Applicant intends to use the loan to provide for acquisition, development, and utilization of storage and control facilities for water and sewage systems for the use and benefit of the public and for the conservation and distribution of water for beneficial purposes in or from reservoirs or other storage facilities and/or refinancing indebtedness originally incurred for such purposes; and

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

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

Application for Funding No. FAP-26-0026-L in the name of Blackwell Municipal Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) refinance the Series 2015 Note originally incurred for water and wastewater system improvements, (ii) rehabilitate the water treatment plant's filtration, residuals handling, yard piping and plant hydraulics, pumping and process systems, and electrical and control systems, conduct selective demolition of obsolete facilities, all related appurtenances (the "Project"), (iii) satisfy the Local Reserve Requirement, if necessary and (iv) pay related costs of issuance, all as more specifically set forth in the Application Terms and Conditions.

1. A loan shall be made out of proceeds of the Board's State Loan Program Revenue Bonds to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$18,840,000.00. The Applicant shall pay interest on the loan at a fixed or variable rate to be established periodically by the Board. Principal and

**ORDER APPROVING LOAN APPLICATION
BLACKWELL MUNICIPAL AUTHORITY
FAP-26-0026-L**

interest payments shall be made on a semi-annual basis or as otherwise provided for under the Bond Resolution. The term of the loan shall be no longer than thirty-one (31) years.

2. The loan shall be secured with a lien on the revenues of the Applicant's water, sewer, sanitation, and electric systems, a 1.5 cent sales tax and may include a mortgage on the Applicant's water, sewer, and electric systems and other real property.

3. The funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-obligate all or a portion of the loan funds in order to be used by the Board to make other loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from proceeds of the Board's State Loan Program Revenue Bonds in accordance with the requirements of the Bond Resolution.

4. The Board's Staff is authorized to determine what additional conditions or requirements shall be necessary in order to assure the soundness of the loan and compliance with applicable financial, legal, and Bond Resolution requirements. The Board's Staff is further authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially and adversely affect the loan.

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

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

So ordered this 21st day of July, 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Heather McCall, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
BLACKWELL MUNICIPAL AUTHORITY
FAP-26-0026-L**

Reviewed By:

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

Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Broken Arrow Municipal Authority, Tulsa County

Loan Application No.: FAP-26-0027-L
State Loan Program Revenue Bond Loan ("FAP Loan")

Amount Requested: \$27,930,000.00

Interest Rate: The FAP Loan shall bear interest at a fixed rate.

Payment Term: Principal and interest payments shall be made on a semi-annual basis. The term of the FAP Loan shall be no longer than thirty-one (31) years.

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

Purpose: The applicant will utilize the loan proceeds to: (i) make various water and wastewater system improvements, all related appurtenances (the "Project"), (ii) satisfy the Local Reserve Requirement, if necessary; and (iii) pay related costs of issuance.

Sources of Funds (Est.)

Loan Proceeds \$26,653,591.30

Total

\$26,653,591.30

Uses of Funds (Est.)

Project	\$26,358,473.21
OWRB Costs of Issuance	106,100.13
Bond Counsel	94,133.98
Financial Advisor	94,133.98
Trustee Bank	750.00

Total

\$26,653,591.30

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

IN THE MATTER OF LOAN APPLICATION)
NO. FAP-26-0027-L IN THE NAME OF)
BROKEN ARROW MUNICIPAL AUTHORITY)
TULSA COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 21st day of July, 2026.

WHEREAS, Broken Arrow Municipal Authority (the "Applicant") has made its Application for Funding No. FAP-26-0027-L (the "Loan Application") to the Board for a loan from the proceeds of the Board's State Loan Program Revenue Bonds issued pursuant to the 2016 General Bond Resolution dated as of November 1, 2016, as supplemented and amended (the "Bond Resolution"), and authorized by Title 82 Oklahoma Statutes 2021, Sections 1085.31 *et seq.*, as amended; and

WHEREAS, the Applicant intends to use the loan to provide for acquisition, development, and utilization of storage and control facilities for water and sewage systems for the use and benefit of the public and for the conservation and distribution of water for beneficial purposes in or from reservoirs or other storage facilities and/or refinancing indebtedness originally incurred for such purposes; and

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

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

Application for Funding No. FAP-26-0027-L in the name of Broken Arrow Municipal Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

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

Terms and Conditions

1. A loan shall be made out of proceeds of the Board's State Loan Program Revenue Bonds to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$27,930,000.00. The Applicant shall pay interest on the loan at a fixed or variable rate to be established periodically by the Board. Principal and interest payments shall be made on a semi-annual basis or as otherwise provided for under the Bond Resolution. The term of the loan shall be no longer than thirty-one (31) years.

**ORDER APPROVING LOAN APPLICATION
BROKEN ARROW MUNICIPAL AUTHORITY
FAP-26-0027-L**

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

3. The funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-obligate all or a portion of the loan funds in order to be used by the Board to make other loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from proceeds of the Board's State Loan Program Revenue Bonds in accordance with the requirements of the Bond Resolution.

4. The Board's Staff is authorized to determine what additional conditions or requirements shall be necessary in order to assure the soundness of the loan and compliance with applicable financial, legal, and Bond Resolution requirements. The Board's Staff is further authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially and adversely affect the loan.

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

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

So ordered this 21st day of July, 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Heather McCall, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
BROKEN ARROW MUNICIPAL AUTHORITY
FAP-26-0027-L**

Reviewed By:

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

Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Edmond Public Works Authority, Oklahoma County

Loan Application No.: FAP-26-0023-L
State Loan Program Revenue Bond Loan (“FAP Loan”)

Amount Requested: \$416,000,000.00

Interest Rate: The FAP Loan shall bear interest at a fixed rate.

Payment Term: Principal and interest payments shall be made on a semi-annual basis. The term of the FAP Loan shall be no longer than thirty-one (31) years.

Security Position: The loan shall be secured with a subordinate 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) upgrade the Arcadia water treatment plant, all related appurtenances (the “Project”), (ii) satisfy the Local Reserve Requirement, if necessary; and (iii) pay related costs of issuance.

Sources of Funds (Est.)

Loan Proceeds	\$398,445,683.70
Total	<u>\$398,445,683.70</u>

Uses of Funds (Est.)

Project	\$395,337,129.79
OWRB Costs of Issuance	1,585,938.31
Bond Counsel	760,932.80
Financial Advisor	760,932.80
Trustee Bank	750.00
Total	<u>\$398,445,683.70</u>

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

IN THE MATTER OF LOAN APPLICATION)
NO. FAP-26-0023-L IN THE NAME OF)
THE EDMOND PUBLIC WORKS AUTHORITY)
OKLAHOMA COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 21st day of July, 2026.

WHEREAS, The Edmond Public Works Authority (the "Applicant") has made its Application for Funding No. FAP-26-0023-L (the "Loan Application") to the Board for a loan from the proceeds of the Board's State Loan Program Revenue Bonds issued pursuant to the 2016 General Bond Resolution dated as of November 1, 2016, as supplemented and amended (the "Bond Resolution"), and authorized by Title 82 Oklahoma Statutes 2021, Sections 1085.31 *et seq.*, as amended; and

WHEREAS, the Applicant intends to use the loan to provide for acquisition, development, and utilization of storage and control facilities for water and sewage systems for the use and benefit of the public and for the conservation and distribution of water for beneficial purposes in or from reservoirs or other storage facilities and/or refinancing indebtedness originally incurred for such purposes; and

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

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

Application for Funding No. FAP-26-0023-L in the name of The Edmond 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) upgrade the Arcadia water treatment plant, all related appurtenances (the "Project"), (ii) satisfy the Local Reserve Requirement, if necessary and (iii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. A loan shall be made out of proceeds of the Board's State Loan Program Revenue Bonds to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$416,000,000.00. The Applicant shall pay interest on the loan at a fixed or variable rate to be established periodically by the Board. Principal and interest payments shall be made on a semi-annual basis or as otherwise provided for under the Bond Resolution. The term of the loan shall be no longer than thirty-one (31) years.

**ORDER APPROVING LOAN APPLICATION
THE EDMOND PUBLIC WORKS AUTHORITY
FAP-26-0023-L**

2. The loan shall be secured with a subordinate 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. The funds shall be reserved for the Applicant for a period of one (1) year from the date of this Order. In the event the loan is not closed on or before such date, the Board reserves the right to (i) approve, at the Applicant's request, a reasonable extension of time to close the loan, or (ii) de-obligate all or a portion of the loan funds in order to be used by the Board to make other loans, as the Board determines shall permit the best use of the funds. Funds shall be provided to the Applicant from proceeds of the Board's State Loan Program Revenue Bonds in accordance with the requirements of the Bond Resolution.

4. The Board's Staff is authorized to determine what additional conditions or requirements shall be necessary in order to assure the soundness of the loan and compliance with applicable financial, legal, and Bond Resolution requirements. The Board's Staff is further authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially and adversely affect the loan.

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

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

So ordered this 21st day of July, 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Heather McCall, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
THE EDMOND PUBLIC WORKS AUTHORITY
FAP-26-0023-L**

Reviewed By:

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

Lori Johnson, Chief
Financial Assistance Division

3.C. SUMMARY DISPOSITION AGENDA ITEMS

FINANCIAL ASSISTANCE DIVISION

July 21, 2026

NONE

3. SUMMARY DISPOSITION AGENDA ITEMS

D. Contracts and Agreements Recommended for Approval

July 21, 2026

**Administrative Services Division
Board Agenda
July 21, 2026**

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

1. Resolution authorizing an application for funding assistance through the Federal Emergency Management Agency Community Assistance Program State Support Services Element to administer and support the National Flood Insurance Program in the State of Oklahoma to reduce the risks of flooding to persons and property in the State of Oklahoma.
2. Fifth Amendment to the Grant Agreement with Office of Management Enterprise Services for administrative services for the American Rescue Plan Act Grant Funds designated for water and wastewater infrastructure and dam rehabilitation grants.
3. Fourth Amendment to the Grant Agreement with the Office of Management and Enterprise Services for administrative services related to the American Rescue Plan Act Grant Funds designated by the Legislature for Statewide Strategic Water Infrastructure Projects.
4. Fifth Amendment to the Grant Agreement with the Office of Management Enterprise Services for administrative services related to the American Rescue Plan Act Grant Funds designated for the Legislature for the Tribal cooperation grant matching funds for water and wastewater infrastructure projects.
5. Second Amendment to the Grant Agreement with the Office of Management Enterprise Services for administrative services related to the American Rescue Plan Act Grant Funds designated for the Legislature for the Lugert-Altus Irrigation District Project.
6. Contract between OWRB and Freese and Nichols to conduct the 2027 Clean Watersheds Needs Survey.
7. Develop policies and rules related to the Oklahoma Safeguarding Tomorrow Revolving Loan Fund (STRLF).
8. Contract to develop a modern system of record for water well construction and plugging for the State of OK that replaces the obsolete legacy system.
9. Memorandum of Agreement between the Oklahoma Water Resources Board and East Central University to conduct an Airborne Electromagnetic Study of the Eastern Arbuckle Simpson Aquifer.
10. Resolution authorizing an application for funding assistance through the Federal Emergency Management Agency cooperating technical partners program for flood risk assessment and mapping.

AGENDA ITEM 3D(1)

MEMORANDUM AGREEMENT

WITH: Federal Emergency Management Agency (FEMA)

PURPOSE: Resolution authorizing an application for funding assistance through the Federal Emergency Management Agency Community Assistance Program State Support Services Element to administer and support the National Flood Insurance Program in the State of Oklahoma to reduce the risks of flooding to persons and property in the State of Oklahoma.

AMOUNT: no more than \$286,448.00

**A RESOLUTION OF THE OKLAHOMA WATER RESOURCES BOARD
AUTHORIZING AN APPLICATION FOR FUNDING ASSISTANCE THROUGH THE
FEDERAL EMERGENCY MANAGEMENT AGENCY COMMUNITY ASSISTANCE
PROGRAM STATE SUPPORT SERVICES ELEMENT**

WHEREAS, the United States Department of the Homeland Security, Federal Emergency Management Agency (“FEMA”) has implemented the Community Assistance Program – State Support Services Element (“CAP-SSSE”) to provide grant funds to administer and support the National Flood Insurance Program (“NFIP”) in the State of Oklahoma to reduce the risks of flooding to persons and property in the State of Oklahoma,

WHEREAS, The CAP-SSSE program provides funding to states to provide technical assistance to communities in NFIP and to evaluate community performance in implementing NFIP floodplain management activities.

WHEREAS, FEMA has solicited proposals for cost matched financial assistance from States, Native American Tribes, and nonprofit dam owners for projects to develop.

WHEREAS, the Oklahoma Water Resources Board (“Agency”) has identified itself as an eligible applicant under FEMA’s CAP-SSSE Grant Program, Funding Opportunity Number: DHS-26-MT-023-01-99

WHEREAS, the Agency is pursuing grant funding assistance under the CAP-SSSE grant program in an amount up to \$286,448.00 to provide training, technical assistance, compliance assistance and disaster response assistance to NFIP participating communities in the State of Oklahoma.

NOW, THEREFORE, be it resolved by the Board as follows:

1. The Board has reviewed the scope and purpose of the funding application and finds that the Project will serve the needs of the people of Oklahoma and satisfy the goals of the CAP-SSSE program, and on that basis, supports the staff’s submittal of the grant proposal to FEMA.
2. The Agency is capable of funding the minimum 25-percent cost match required to obtain grant funding under the CAP-SSSE Grant Program.
3. Pursuant to state policy, the Agency has sought and received approval from the Office of the Secretary of Energy and Environment in order to pursue this funding opportunity.
4. The Board hereby ratifies the action of its Chief Financial Officer or his designee of the Agency in applying for financial assistance from FEMA’s CAP-SSSE Grant Program and authorizes the Chief Financial Officer or his designee to execute any related document, including a cooperative financial assistance agreement with FEMA.
5. The Agency Chief Financial Officer and staff are directed to take all other actions necessary to secure funding for the Project under the CAP-SSSE Grant Program, including working

with FEMA to meet established deadlines for entering into a cooperative financial assistance agreement.

PASSED AND ADOPTED by the Oklahoma Water Resources Board on the ____th day of _____.
2026:

Thomas A. Gorman, Chairman

ATTEST:

Suzanne Landess, Secretary

AGENDA ITEM 3D(2)

MEMORANDUM AMENDMENT

WITH: Office of Management and Enterprise Services
OMES)

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

AMOUNT:



EXHIBIT E-4: FIFTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

This is a fifth amendment (“Fifth Amendment”) to the amended Grant Agreement (“Amended Agreement”) bearing the date of last signature of February 27, 2023, and the Second Amendment bearing the date of last signature of December 13, 2023, the Third Amendment effective December 31, 2024, and the Fourth Amendment bearing the date of last signature of July 15, 2025 (collectively “Prior Amendments”), between the Office of Management and Enterprise Services Grant Management Office (OMES) and the Oklahoma Water Resources Board (“Subrecipient”). This Fifth Amendment is effective from the date of the last signature. The Amended Agreement signed on February 27, 2023, replaced a prior Grant Agreement signed between the OMES and Subrecipient bearing the date of last signature of August 31, 2022. The Amended Agreement and any Prior Amendments thereto, are authorized by 62 O.S. § 255.1 for the purpose of managing ARPA funds as appropriated by the Oklahoma State Legislature and likewise meet the requirements of 74 O.S. § 581 as well as the rules, regulations, and guidance issued by the U.S. Department of the Treasury regarding, *inter alia*, the obligating of funds through an interagency agreement. In accordance with the terms of ARTICLE V – AMENDMENT of the Amended Agreement, this Fifth Amendment shall be appended to the Amended Agreement as **Exhibit E-4** and supplements and amends the Amended Agreement and Prior Amendments governing the Water/Sewer/Dam Grant Programs, including all supplements thereto. Unless otherwise indicated herein, undefined capitalized terms used in this Fifth Amendment shall have the respective meanings specified in the Amended Agreement and Prior Amendments. All other terms of the Amended Agreement and Prior Amendments not modified by this Fifth Amendment, remain in full force and effect.

The parties agree to amend the Amended Agreement and Prior Amendments as follows:



EXHIBIT E-4: FIFTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

- I.** Pursuant to House Bill 4075 (2026), Subrecipient is authorized to transfer and allocate amounts between all nine Subrecipient projects as needed, including this Water/Sewer/Dam Grant Programs, in order to complete any such projects and purposes previously obligated. Such transfers shall be subject to OMES' budget modification process for approval.

This Fifth Amendment incorporates herein the following new attachments to the Amended Agreement:

- I. Attachment A-8: Legislation: *House Bill 4075 (2026)***

THIS SPACE IS INTENTIONALLY LEFT BLANK.

APPROVAL SIGNATURES FOLLOW ON THE NEXT PAGE.



EXHIBIT E-4: FIFTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

SIGNATURES

Except as amended hereby, the Amended Agreement and Prior Amendments remain in full force and effect. The undersigned represent and warrant they are authorized, as representatives of the Party on whose behalf they are signing, to bind their respective Party thereto, by signing this Fifth Amendment.

**OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES FOR THE
STATE OF OKLAHOMA**

**OKLAHOMA WATER
RESOURCES BOARD**

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

**OMES
APPROVED AS TO FORM:**

ATTEST

BY: _____

Elizabeth Base
OMES Director of Grants Management
Office

Name and Title

(Seal)

Date



ATTACHMENT A-8

Legislation

House Bill 4075 (2026)



EXHIBIT E-4: FIFTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

An Act

ENROLLED HOUSE
BILL NO. 4075

By: Caldwell (Trey) and Kane of
the House

and

Hall and Haste of the
Senate

An Act relating to Oklahoma Water Resources Board; making appropriations; identifying source; establishing amounts; providing purposes; identifying funds appropriated to the Oklahoma Water Resources Board; authorizing the Oklahoma Water Resources Board to transfer and allocate between projects as needed for certain purposes; requiring and limiting the utilization of funds; creating certain special accounts; limiting duration of accounts; requiring certain determination; providing and limiting the nature of the accounts and the funds within the accounts; authorizing agency to submit request for certain deposits or transfers; requiring certain compliance and verifications; authorizing certain memorandums of understanding; limiting scope; prohibiting certain memoranda terms; authorizing and limiting the promulgation of rules and utilization of procedures; requiring certain reports and submissions to certain entities; requiring appearance before certain joint committee; limiting duration of certain requirements; providing for noncodification; and declaring an emergency.

SUBJECT: Oklahoma Water Resources Board

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

There is hereby appropriated to the Oklahoma Water Resources Board from any monies not otherwise appropriated from the Statewide



EXHIBIT E-4: FIFTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

Recovery Fund established in Section 255 of Title 62 of the Oklahoma Statutes, the sum of Twenty-five Million Nine Hundred Ninety-eight Thousand Seven Hundred Ninety-eight Dollars (\$25,998,798.00) or so much thereof as may be necessary to complete ongoing projects that have received prior appropriations from the Statewide Recovery Fund or to target statewide strategic water infrastructure projects. Such funds shall be utilized in a manner consistent with the recommendations adopted by the Joint Committee on Pandemic Relief Funding on April 15, 2026.

SECTION 2. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

Of the funds appropriated to the Oklahoma Water Resources Board pursuant to:

1. Enrolled Senate Bill No. 429 of the 2nd Regular Session of the 58th Oklahoma Legislature;
2. Enrolled Senate Bill No. 42 of the 2nd Regular Session of the 58th Oklahoma Legislature;
3. Enrolled Senate Bill No. 4 of the 2nd Extraordinary Session of the 58th Oklahoma Legislature;
4. Enrolled Senate Bill No. 13 of the 2nd Extraordinary Session of the 58th Oklahoma Legislature;
5. Enrolled House Bill No. 2942 of the 1st Regular Session of the 59th Oklahoma Legislature;
6. Enrolled House Bill No. 2937 of the 2nd Regular Session of the 59th Oklahoma Legislature; and
7. Enrolled House Bill No. 2789 of the 1st Regular Session of the 60th Oklahoma Legislature,

the Oklahoma Water Resources Board is hereby authorized to transfer and allocate amounts between such projects as needed in order to complete any such project and purpose listed in measures described in paragraphs 1, 2, 3, 4, 5, 6, and 7 of this section.

SECTION 3. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:



EXHIBIT E-4: FIFTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

A. There is hereby created in the State Treasury a Statewide Recovery Special Account for the Oklahoma Water Resources Board for each appropriation section of this act. The duration of such accounts shall continue for the period of time that monies related to the American Rescue Plan Act of 2021 are being budgeted, expended, or managed in the state. The ending of such period shall be determined by the State Treasurer, and shall result in the closing of such accounts as a matter of law. Such accounts shall be continuing accounts as otherwise provided in this section, not subject to fiscal year limitations, and shall exclusively consist of monies related to the relevant appropriations made in this act and as otherwise directed by law. All monies deposited to the credit of such accounts are hereby appropriated and may be budgeted and expended by the Oklahoma Water Resources Board in accordance with the provisions of this act. Expenditures from such accounts shall be made upon warrants issued by the State Treasurer against claims filed as prescribed by law with the Director of the Office of Management and Enterprise Services for approval and payment.

B. The Oklahoma Water Resources Board is authorized to request in writing that the monies appropriated by the provisions of this act be deposited or transferred to the accounts created pursuant to subsection A of this section. No later than seven (7) calendar days from the date of such request, the Director of the Office of Management and Enterprise Services shall comply with such request and verify to the requesting agency that such deposit or transfer has been completed.

SECTION 4. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

The Oklahoma Water Resources Board may enter into memorandums of understanding with other agencies of the State of Oklahoma for the auditing, documentation, evaluation, implementation, oversight, reporting, and management of funds and associated efforts related to the appropriations made in this act; provided, that no such memorandum of understanding shall require or include, as an option or condition, the direct or practical transfer or relinquishment of control by the agency appropriated such funds to budget, expend, allocate, and request the distribution of the funds appropriated by this act.

SECTION 5. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:



EXHIBIT E-4: FIFTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

The Oklahoma Water Resources Board may promulgate rules, utilize existing rules, establish procedures, and utilize existing procedures to implement the provisions of this act; provided, such rules and procedures do not conflict with or impede the provisions of this act.

SECTION 6. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

The Oklahoma Water Resources Board is authorized to enter into contracts with financial institutions and execute such instruments as may be necessary and convenient to hold and disseminate grant funds in accordance with applicable federal and state regulations and Board policies.

SECTION 7. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

A. The Oklahoma Water Resources Board shall:

1. Submit to the Chairs of the Joint Committee on Pandemic Relief Funding, or any successor Senate legislative or House of Representatives legislative committee or joint committee, as designated by the President Pro Tempore of the Senate and the Speaker of the House of Representatives:

- a. a written or electronic quarterly report detailing the budgeting, expenditure, and management of all monies appropriated in this act, and
- b. a copy of all memorandums of understanding and contracts with third parties entered into by the Oklahoma Water Resources Board to facilitate, assist, or administer powers and duties provided to the Oklahoma Water Resources Board under the provisions of this act; and

2. At the Joint Committee on Pandemic Relief Funding's request, appear before the Joint Committee no later than six (6) months after the effective date of this act, and as otherwise requested by the Joint Committee to provide a status update regarding the implementation of the provisions of this act.

B. The provisions of subsection A of this section shall remain applicable for the period of time that monies appropriated under



EXHIBIT E-4: FIFTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

this act are being budgeted, expended, or managed in the state. The ending of such period shall be determined by the State Treasurer, and shall be reported to the Governor, President Pro Tempore of the Senate and the Speaker of the House of Representatives.

SECTION 8. It being immediately necessary for the preservation of the public peace, health or safety, an emergency is hereby declared to exist, by reason whereof this act shall take effect and be in full force from and after its passage and approval.

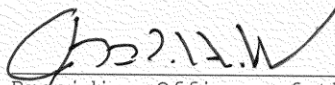


EXHIBIT E-4: FIFTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

Passed the House of Representatives the 21st day of April, 2026.


Presiding Officer of the House
of Representatives

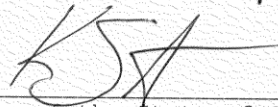
Passed the Senate the 27th day of April, 2026.


Presiding Officer of the Senate

OFFICE OF THE GOVERNOR

Received by the Office of the Governor this 27th
day of April, 2026, at 7:19 o'clock P. M.
By: Christie Fin

Approved by the Governor of the State of Oklahoma this 30th
day of April, 2026, at 2:35 o'clock P. M.


Governor of the State of Oklahoma

OFFICE OF THE SECRETARY OF STATE

Received by the Office of the Secretary of State this 2nd
day of May, 2026, at 10:40 o'clock A. M.
By: Benjamin Lepak

AGENDA ITEM 3D(3)

MEMORANDUM AMENDMENT

WITH: Office of Management and Enterprise Services
(OMES)

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

AMOUNT: new budget amount of \$476,816,370.48

EXHIBIT E-4: FOURTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

This is a fourth Amendment (“Fourth Amendment”) to the Grant Agreement (“Agreement”) bearing the date of last signature of February 27, 2023, and the First Amendment bearing the date of last signature of December 13, 2023, the Second Amendment effective December 31, 2024, and the Third Amendment bearing the date of last signature of July 8, 2025 (“Prior Amendments”), between the Office of Management and Enterprise Services Grant Management Office (OMES) and the Oklahoma Water Resources Board (“Subrecipient”). This Fourth Amendment is effective from the date of the last signature. The Agreement and any Prior Amendments thereto, are authorized by 62 O.S. § 255.1 for the purpose of managing ARPA funds as appropriated by the Oklahoma State Legislature and likewise meet the requirements of 74 O.S. § 581 as well as the rules, regulations, and guidance issued by the U.S. Department of the Treasury regarding, *inter alia*, the obligating of funds through an interagency agreement. In accordance with the terms of ARTICLE V – AMENDMENT of the Agreement, this Fourth Amendment shall be appended to the Agreement as **Exhibit E-4** and supplements and amends the Agreement and Prior Amendments, including all supplements thereto. Unless otherwise indicated herein, undefined capitalized terms used in this Fourth Amendment shall have the respective meanings specified in the Agreement and Prior Amendments. All other terms of the Agreement and Prior Amendments not modified by this Fourth Amendment, remain in full force and effect.

The parties agree to amend the Agreement and Prior Amendments as follows:

- I. The total amount of Subrecipient’s subaward of \$481,416,370.48 as identified in the Agreement and Prior Amendments is hereby amended to reflect a new budget of **\$476,816,370.48**, as more particularly described in part below:
 - a. **Statewide Targeted Water Investment Fund.** The \$133,690,709.00 for this Project was obligated prior to December 31, 2024, through the aforementioned Agreement and Amendments between OMES and Subrecipient. House Bill 4073 (2026) provides for a transfer of funds from this project in the amount of \$4,600,000.00, to the Statewide



EXHIBIT E-4: FOURTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

Recovery Fund for reappropriation for a previously obligated project. consistent with the recommendations adopted by the Joint Committee on Pandemic Relief Funding. After final reconciliation, the new budget amount for the Statewide Targeted Water Investment Fund project is now **\$129,090,709.00**. This project will remain within substantially the same scope and substantially the same purpose as the originally obligated project.

- II.** Pursuant to House Bill 4075 (2026), Subrecipient is authorized to transfer and allocate amounts between all nine Subrecipient projects as needed in order to complete any such projects and purposes previously obligated. Such transfers shall be subject to OMES' budget modification process for approval.

This Fourth Amendment incorporates herein the following new attachments to the Agreement and Prior Amendments:

I. Attachment A-12: Legislation:

House Bill 4073 (2026)

House Bill 4075 (2026)

II. Attachment A-13: Updated Funding Review Packets:

Statewide Targeted Water Investment Fund Project

THIS SPACE IS INTENTIONALLY LEFT BLANK.
APPROVAL SIGNATURES FOLLOW ON THE NEXT PAGE.



EXHIBIT E-4: FOURTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

SIGNATURES

Except as amended hereby, the Agreement and Prior Amendments remain in full force and effect. The undersigned represent and warrant they are authorized, as representatives of the Party on whose behalf they are signing, to bind their respective Party thereto, by signing this Fourth Amendment.

**OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES FOR THE STATE
OF OKLAHOMA**

**OKLAHOMA WATER
RESOURCES BOARD**

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

**OMES
APPROVED AS TO FORM:**

ATTEST

BY: _____

**Elizabeth Base
OMES Director of Grants Management Office**

Name and Title

Date

(Seal)



ATTACHMENT A-12

Legislation

House Bill 4073 (2026)

House Bill 4075(2026)

An Act

ENROLLED HOUSE
BILL NO. 4073

By: Caldwell (Trey) and Kane of
the House

and

Hall and Haste of the
Senate

An Act relating to Statewide Recovery Fund; making transfer from funds appropriated to the Pandemic Relief Primary Source Revolving Fund; making transfer from funds appropriated to the Emergency Relief and Impacts Revolving Fund; making transfer from funds appropriated to the Department of Human Services; making transfer from funds appropriated to the Oklahoma Water Resources Board; making transfers from funds appropriated to the Health Care Workforce Development Revolving Fund; making transfer from funds appropriated to Oklahoma State University Medical Authority; making transfer from funds appropriated to the Department of Mental Health and Substance Abuse Services; providing for noncodification; and declaring an emergency.

SUBJECT: Statewide Recovery Fund

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

Of the Sixty Million Dollars (\$60,000,000.00) appropriated from the Statewide Recovery Fund established in Section 255 of Title 62 of the Oklahoma Statutes, to the Pandemic Relief Primary Source Revolving Fund established in Section 255.2 of Title 62 of the Oklahoma Statutes, in Section 1 of Enrolled House Bill No. 1022 of the 2nd Extraordinary Session of the 58th Oklahoma Legislature, to enhance industrial parks, airparks, and ports to cover costs related to water, wastewater, sewer, and broadband projects eligible under

the provisions of the American Rescue Plan Act of 2021 that support sites or surrounding communities identified by the Department as having such needs prior to the passage of this act and as discussed in the Transportation, Infrastructure, and Rural Development Working Group public meeting on September 15, 2022, the sum of Twenty-two Million One Hundred Ninety-five Thousand Forty-five Dollars and seventy-one cents (\$22,195,045.71) shall be transferred to the Statewide Recovery Fund for reappropriation. Such transfer shall be consistent with the recommendations adopted by the Joint Committee on Pandemic Relief Funding on April 15, 2026.

SECTION 2. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

Of the Twenty-five Million Dollars (\$25,000,000.00) appropriated from the Statewide Recovery Fund established in Section 255 of Title 62 of the Oklahoma Statutes, to the Emergency Relief and Impacts Revolving Fund established in Section 683.24B of Title 63 of the Oklahoma Statutes, in Section 1 of Enrolled House Bill No. 1020 of the 1st Extraordinary Session of the 59th Oklahoma Legislature, to administer the Emergency Relief and Impacts Grant Program, the sum of Nine Million Eight Hundred Thirty-two Thousand Five Hundred Ninety-six Dollars (\$9,832,596.00) shall be transferred to the Statewide Recovery Fund for reappropriation. Such transfer shall be consistent with the recommendations adopted by the Joint Committee on Pandemic Relief Funding on April 15, 2026.

SECTION 3. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

Of the Twelve Million Eight Hundred Two Thousand Nine Hundred Ninety-three Dollars (\$12,802,993.00) appropriated from the Statewide Recovery Fund established in Section 255 of Title 62 of the Oklahoma Statutes, to the Department of Human Services in Section 1 of Enrolled Senate Bill No. 1186 of the 1st Regular Session of the 59th Oklahoma Legislature, to establish a grant program that provides assistance to food programs which support the availability of and access to affordable and nutritious foods, the sum of Three Hundred Eighty-four Thousand Two Hundred Fifty-three Dollars and five cents (\$384,253.05) shall be transferred to the Statewide Recovery Fund for reappropriation. Such transfer shall be consistent with the recommendations adopted by the Joint Committee on Pandemic Relief Funding on April 15, 2026.

SECTION 4. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

Of the One Hundred Thirty Million Five Hundred Seven Thousand Two Hundred Seventy-five Dollars (\$130,507,275.00) appropriated from the Statewide Recovery Fund established in Section 255 of Title 62 of the Oklahoma Statutes, to the Oklahoma Water Resources Board in Section 10 of Enrolled Senate Bill No. 13 of the 2nd Extraordinary Session of the 58th Oklahoma Legislature, for necessary statewide strategic water infrastructure projects, the sum of Four Million Six Hundred Thousand Dollars (\$4,600,000.00) shall be transferred to the Statewide Recovery Fund for reappropriation. Such transfer shall be consistent with the recommendations adopted by the Joint Committee on Pandemic Relief Funding on April 15, 2026.

SECTION 5. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

Of the Four Million Five Hundred Thirty-seven Thousand Five Hundred Dollars (\$4,537,500.00) appropriated from the Statewide Recovery Fund established in Section 255 of Title 62 of the Oklahoma Statutes, to the Health Care Workforce Development Revolving Fund established in Section 697.21b of Title 70 of the Oklahoma Statutes, in Section 7 of Enrolled Senate Bill No. 1458 of the 2nd Regular Session of the 58th Oklahoma Legislature, to establish a grant program with Care Providers Oklahoma for the purpose of recruiting, educating, and stabilizing Oklahoma's health care workforce, the sum of One Million Thirty-three Thousand Six Hundred Eight Dollars (\$1,033,608.00) shall be transferred to the Statewide Recovery Fund for reappropriation. Such transfer shall be consistent with the recommendations adopted by the Joint Committee on Pandemic Relief Funding on April 15, 2026.

SECTION 6. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

Of the Three Hundred Thousand Dollars (\$300,000.00) appropriated from the Statewide Recovery Fund established in Section 255 of Title 62 of the Oklahoma Statutes, to the Health Care Workforce Development Revolving Fund established in Section 697.21b of Title 70 of the Oklahoma Statutes, in Section 11 of Enrolled Senate Bill No. 1458 of the 2nd Regular Session of the 58th Oklahoma Legislature, to establish a grant program with Connors State College for the purpose of recruiting, educating, and stabilizing Oklahoma's health care workforce, the sum of Twenty-four Thousand Five Hundred

Seventy-nine Dollars (\$24,579.00) shall be transferred to the Statewide Recovery Fund for reappropriation. Such transfer shall be consistent with the recommendations adopted by the Joint Committee on Pandemic Relief Funding on April 15, 2026.

SECTION 7. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

Of the Fifty Million Dollars (\$50,000,000.00) appropriated from the Statewide Recovery Fund established in Section 255 of Title 62 of the Oklahoma Statutes, to the Oklahoma State University Medical Authority in Section 1 of Enrolled House Bill No. 1012 of the Second Extraordinary Session of the 58th Oklahoma Legislature, to provide specific strategies and treatments to address the obesity epidemic and other public health challenges, and to promote health and nutrition awareness especially in rural parts of the state while utilizing the collaboration of experts from various scientific fields, the sum of Sixteen Million Two Hundred Thousand Dollars (\$16,200,000.00) shall be transferred to the Statewide Recovery Fund for reappropriation. Such transfer shall be consistent with the recommendations adopted by the Joint Committee on Pandemic Relief Funding on April 15, 2026.

SECTION 8. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

Of the Eighty-seven Million Dollars (\$87,000,000.00) appropriated from the Statewide Recovery Fund established in Section 255 of Title 62 of the Oklahoma Statutes, to the Department of Mental Health and Substance Abuse Services in Section 1 of Enrolled House Bill No. 1013 of the 2nd Extraordinary Session of the 58th Oklahoma Legislature, to address the ongoing increased demand for mental health services by constructing a replacement facility for Griffin Memorial Hospital; provided, that such construction be confined within a thirty-mile radius of the State Capitol Building, the sum of Five Million Dollars (\$5,000,000.00) shall be transferred to the Statewide Recovery Fund for reappropriation. Such transfer shall be consistent with the recommendations adopted by the Joint Committee on Pandemic Relief Funding on April 15, 2026.

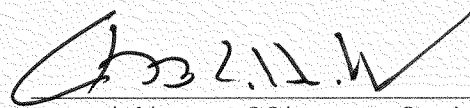
SECTION 9. It being immediately necessary for the preservation of the public peace, health or safety, an emergency is hereby declared to exist, by reason whereof this act shall take effect and be in full force from and after its passage and approval.

Passed the House of Representatives the 21st day of April, 2026.



Presiding Officer of the House
of Representatives

Passed the Senate the 27th day of April, 2026.



Presiding Officer of the Senate

OFFICE OF THE GOVERNOR

Received by the Office of the Governor this 27th

day of April, 20 26, at 7:18 o'clock p. M.

By: Christa Fin

Approved by the Governor of the State of Oklahoma this _____

day of _____, 20 _____, at _____ o'clock _____ M.

Governor of the State of Oklahoma

OFFICE OF THE SECRETARY OF STATE

Received by the Office of the Secretary of State this 4th

day of May, 20 26, at 10:24 o'clock A. M.

By: Benjamin Lepak

An Act

ENROLLED HOUSE
BILL NO. 4075

By: Caldwell (Trey) and Kane of
the House

and

Hall and Haste of the
Senate

An Act relating to Oklahoma Water Resources Board; making appropriations; identifying source; establishing amounts; providing purposes; identifying funds appropriated to the Oklahoma Water Resources Board; authorizing the Oklahoma Water Resources Board to transfer and allocate between projects as needed for certain purposes; requiring and limiting the utilization of funds; creating certain special accounts; limiting duration of accounts; requiring certain determination; providing and limiting the nature of the accounts and the funds within the accounts; authorizing agency to submit request for certain deposits or transfers; requiring certain compliance and verifications; authorizing certain memorandums of understanding; limiting scope; prohibiting certain memoranda terms; authorizing and limiting the promulgation of rules and utilization of procedures; requiring certain reports and submissions to certain entities; requiring appearance before certain joint committee; limiting duration of certain requirements; providing for noncodification; and declaring an emergency.

SUBJECT: Oklahoma Water Resources Board

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

There is hereby appropriated to the Oklahoma Water Resources Board from any monies not otherwise appropriated from the Statewide

Recovery Fund established in Section 255 of Title 62 of the Oklahoma Statutes, the sum of Twenty-five Million Nine Hundred Ninety-eight Thousand Seven Hundred Ninety-eight Dollars (\$25,998,798.00) or so much thereof as may be necessary to complete ongoing projects that have received prior appropriations from the Statewide Recovery Fund or to target statewide strategic water infrastructure projects. Such funds shall be utilized in a manner consistent with the recommendations adopted by the Joint Committee on Pandemic Relief Funding on April 15, 2026.

SECTION 2. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

Of the funds appropriated to the Oklahoma Water Resources Board pursuant to:

1. Enrolled Senate Bill No. 429 of the 2nd Regular Session of the 58th Oklahoma Legislature;
2. Enrolled Senate Bill No. 42 of the 2nd Regular Session of the 58th Oklahoma Legislature;
3. Enrolled Senate Bill No. 4 of the 2nd Extraordinary Session of the 58th Oklahoma Legislature;
4. Enrolled Senate Bill No. 13 of the 2nd Extraordinary Session of the 58th Oklahoma Legislature;
5. Enrolled House Bill No. 2942 of the 1st Regular Session of the 59th Oklahoma Legislature;
6. Enrolled House Bill No. 2937 of the 2nd Regular Session of the 59th Oklahoma Legislature; and
7. Enrolled House Bill No. 2789 of the 1st Regular Session of the 60th Oklahoma Legislature,

the Oklahoma Water Resources Board is hereby authorized to transfer and allocate amounts between such projects as needed in order to complete any such project and purpose listed in measures described in paragraphs 1, 2, 3, 4, 5, 6, and 7 of this section.

SECTION 3. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

A. There is hereby created in the State Treasury a Statewide Recovery Special Account for the Oklahoma Water Resources Board for each appropriation section of this act. The duration of such accounts shall continue for the period of time that monies related to the American Rescue Plan Act of 2021 are being budgeted, expended, or managed in the state. The ending of such period shall be determined by the State Treasurer, and shall result in the closing of such accounts as a matter of law. Such accounts shall be continuing accounts as otherwise provided in this section, not subject to fiscal year limitations, and shall exclusively consist of monies related to the relevant appropriations made in this act and as otherwise directed by law. All monies deposited to the credit of such accounts are hereby appropriated and may be budgeted and expended by the Oklahoma Water Resources Board in accordance with the provisions of this act. Expenditures from such accounts shall be made upon warrants issued by the State Treasurer against claims filed as prescribed by law with the Director of the Office of Management and Enterprise Services for approval and payment.

B. The Oklahoma Water Resources Board is authorized to request in writing that the monies appropriated by the provisions of this act be deposited or transferred to the accounts created pursuant to subsection A of this section. No later than seven (7) calendar days from the date of such request, the Director of the Office of Management and Enterprise Services shall comply with such request and verify to the requesting agency that such deposit or transfer has been completed.

SECTION 4. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

The Oklahoma Water Resources Board may enter into memorandums of understanding with other agencies of the State of Oklahoma for the auditing, documentation, evaluation, implementation, oversight, reporting, and management of funds and associated efforts related to the appropriations made in this act; provided, that no such memorandum of understanding shall require or include, as an option or condition, the direct or practical transfer or relinquishment of control by the agency appropriated such funds to budget, expend, allocate, and request the distribution of the funds appropriated by this act.

SECTION 5. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

The Oklahoma Water Resources Board may promulgate rules, utilize existing rules, establish procedures, and utilize existing procedures to implement the provisions of this act; provided, such rules and procedures do not conflict with or impede the provisions of this act.

SECTION 6. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

The Oklahoma Water Resources Board is authorized to enter into contracts with financial institutions and execute such instruments as may be necessary and convenient to hold and disseminate grant funds in accordance with applicable federal and state regulations and Board policies.

SECTION 7. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

A. The Oklahoma Water Resources Board shall:

1. Submit to the Chairs of the Joint Committee on Pandemic Relief Funding, or any successor Senate legislative or House of Representatives legislative committee or joint committee, as designated by the President Pro Tempore of the Senate and the Speaker of the House of Representatives:

- a. a written or electronic quarterly report detailing the budgeting, expenditure, and management of all monies appropriated in this act, and
- b. a copy of all memorandums of understanding and contracts with third parties entered into by the Oklahoma Water Resources Board to facilitate, assist, or administer powers and duties provided to the Oklahoma Water Resources Board under the provisions of this act; and

2. At the Joint Committee on Pandemic Relief Funding's request, appear before the Joint Committee no later than six (6) months after the effective date of this act, and as otherwise requested by the Joint Committee to provide a status update regarding the implementation of the provisions of this act.

B. The provisions of subsection A of this section shall remain applicable for the period of time that monies appropriated under

this act are being budgeted, expended, or managed in the state. The ending of such period shall be determined by the State Treasurer, and shall be reported to the Governor, President Pro Tempore of the Senate and the Speaker of the House of Representatives.

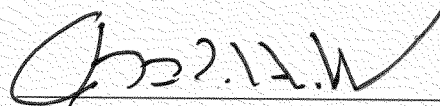
SECTION 8. It being immediately necessary for the preservation of the public peace, health or safety, an emergency is hereby declared to exist, by reason whereof this act shall take effect and be in full force from and after its passage and approval.

Passed the House of Representatives the 21st day of April, 2026.



Presiding Officer of the House
of Representatives

Passed the Senate the 27th day of April, 2026.



Presiding Officer of the Senate

OFFICE OF THE GOVERNOR

Received by the Office of the Governor this 27th

day of April, 2026, at 7:19 o'clock P. M.

By: Christie Fin

Approved by the Governor of the State of Oklahoma this 30th

day of April, 2026, at 2:35 o'clock P. M.



Governor of the State of Oklahoma

OFFICE OF THE SECRETARY OF STATE

Received by the Office of the Secretary of State this 2nd

day of May, 2026, at 10:40 o'clock A. M.

By: Benjamin Lepak



OKLAHOMA
Office of Management
& Enterprise Services

**EXHIBIT E-4: FOURTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD**

ATTACHMENT A-13

Revised Funding Review Packet

Statewide Targeted Water Investment Fund Project



AMERICAN RESCUE PLAN ACT



State of Oklahoma

ARPA State & Local Fiscal Recovery Funds (SLFRF) Project Funding Review

Oklahoma Water Resources Board Statewide Targeted Water Investment Fund

State of Oklahoma
ARPA SLFRF Project Funding Review
Oklahoma Water Resources Board
Statewide Targeted Water Investment Fund

Last updated May 6, 2026

Table of Contents

Summary	3
SLFRF Resources	3
Project Overview	4
Reporting and Planning.....	7
Capital Expenditure Requirements.....	8
Public Health and Negative Economic Impact Requirements	9
Workforce and Job Training Requirements.....	9
Aid to Impacted Industries Requirements	10
Risk Assessment	11
Monitoring & Internal Controls.....	12
Other Project Questionnaire Information.....	14
Appendix A: Expenditure Categories	16
Table 1: Public Health.....	16
Table 2: Negative Economic Impacts	18
Table 3: Services to Disproportionately Impacted Communities.....	22
Table 4: Premium Pay	23
Table 5: Infrastructure.....	24
Table 6: Revenue Replacement.....	26
Table 7: Administrative	27
Appendix B: Capital Expenditure Written Justification.....	30

Summary

This Funding Review Template is sent to the Oklahoma ARPA project applicant prior to consideration by a Working Group of the Joint Committee on Pandemic Relief Funding. The Template includes the information collected through the project intake workflow and collects further information necessary for applicant consideration and subrecipient risk assessment.

SLFRF Resources

- Final Rule (FR) ([link](#))
- Overview of Final Rule ([link](#))
- Frequently Asked Questions ([link](#))
- Compliance and Reporting Guidance (version 5.0, June 16, 2022) ([link](#))

*State of Oklahoma
ARPA SLFRF Project Funding Review
Oklahoma Water Resources Board
Statewide Targeted Water Investment Fund*

Project Overview

Project Name: Statewide Targeted Water Investment Fund

Organization Name: *Oklahoma Water Resources Board*

Primary Contact

Name: Julie Cunningham

Email: Julie.cunningham@owrb.ok.gov

Phone: 405-530-8800

Project Lawyer

Name: Sara Gibson

Email: sara.gibson@owrb.ok.gov

Phone: 405-530-8800

Project Cost: \$129,090,709.00

Project Cost Breakdown: The submitter must complete the template below. An incomplete project cost breakdown or a breakdown provided in a different format may result in delays in project review. The goal of the budget is to provide a clear and concise description of the expenses requested to support the activities in your application. A successful budget will show what each expense is, how much it costs, and the calculation used to get that amount.

Proposed Project Cost Breakdown		
Total Requested Amount	\$ 129,090,709	Total of all below sections
Subawards	\$ 129,090,709	Details
OWRB to provide federal grant to River Parks Authority in Tulsa	\$ 800,000	To repair an earthen berm to repair damage caused by a flood
OWRB to provide federal grant to Lawton	\$ 10,000,000	To Rehab the Lake Ellsworth Dam
OWRB to provide federal grant to Edmond	\$ 13,000,000	To upgrade the water treatment and distribution system
OWRB to provide federal grants to Equity Based communities	\$ 15,000,000	OWRB to offer an equal share to: Boley, Brooksville, Clearview, Grayson, Langston, Lima, Redbird, Rentiesville, Summit, Taft, Tatum, Tullahasee and Vernon. Communities

State of Oklahoma
ARPA SLFRF Project Funding Review
Oklahoma Water Resources Board
Statewide Targeted Water Investment Fund

		have until April 28, 2023 to make application, otherwise funds are redistributed to the communities that made an application
OWRB to provide federal grant to Glenpool	\$ 44,000,000	To replace wastewater treatment plant
OWRB to provide federal grant to Shawnee	\$ 9,931,194.00	To replace sewer and water lines
OWRB to provide federal grant to Central OK Habitat for Humanity	\$ 2,000,000.00	To provide water and sewer service to a new development in north OKC
OWRB to provide federal grant to Waurika Lake Master Conservancy District	\$ 18,564,000.00	To upgrade the raw water infrastructure at Waurika Lake
OWRB to provide federal grant to Panhandle State at Goodwell	\$163,840.00	To provide access to drinking water for livestock and enhance the student experience
OWRB to provide federal grant to Bethany	\$4,600,000	Upgrades to water reliability and water system
OWRB to provide federal grant to Lawton	\$ 2,000,000.00	Rehabilitate Gondola Lake dam
OWRB to provide federal grants to Master Conservancy Districts	\$ 5,848,241.00	Equal share provided to Arbuckle MCD, Central Oklahoma MCD, Foss Reservoir MCD, Mountain Park MCD, Fort Cobb MCD for improvements to their water distribution system and dams.
OWRB to provide federal grants to Oklahoma City Water Utilities Trust	\$ 2,083,434.00	To update the Deer Creek wastewater treatment plant
OWRB to provide federal grants to Woodward Municipal Authority	\$ 100,0000	To dredge the sewer lagoons to increase the treatment capacity.
OWRB to provide federal grants to Lincoln County Rural Water District #3	\$ 1,000,000	To provide water to Wellston by adding pump station, lines, AMI.

Other funding identified by applicant (non-SLFRF, matching funds, SLFRF from other sources, private, etc.):

None have been identified

What goods or services will you need to complete this project?

State of Oklahoma
ARPA SLFRF Project Funding Review
Oklahoma Water Resources Board
Statewide Targeted Water Investment Fund

For OWRB, there is a potential need for contracting out some of the oversight of the programs, but those costs would be included in the administration of the program. Examples for contracting out could include but not be limited to engineering construction oversight, reporting and ranking, or IT related expenses. However, we anticipate doing most of the oversight in house

Have you identified competitive bidding procedures to be utilized to procure the necessary goods or services?

Yes, the Oklahoma Competitive Bidding Act will be followed as well as 2 CFR 200 for procuring engineering services

Project Timeline (all projects must expend funds before December 31, 2026) identifying anticipated start date, completion date, and any milestone date goals.

Projects will be completed by Dec. 31, 2026

How many Oklahomans will benefit from this project?

Projects span across the state

What is the potential return on investment for this project?

Access to clean drinking water for public health and water quality improvements

Project Description to include impact of COVID-19, intended impact of project, and general description of services

See project funding template submitted by individual recipients

Reporting and Planning

Which Expenditure Category should this project be reported under? (See Appendix A)

5.18 - Water and Sewer: Other

__JC__ Initial here to confirm that you understand you will be a subrecipient and required to comply with federal compliance, reporting, and contract requirements, including the Uniform Guidance (2 CFR Part 200). Among other requirements of the Uniform Guidance, you are confirming that you have:

- A financial management system capable of separately tracking individual Federal programs, and providing accurate, current, and complete information
- Written procedures regarding compensation and benefits, procurement (including a conflict-of-interest policy), and allowability of costs
- Established and will maintain effective internal controls over each Federal award to provide reasonable assurance that such awards are managed in compliance with Federal statutes, regulations, and the terms and conditions of the award

State of Oklahoma
ARPA SLFRF Project Funding Review
Oklahoma Water Resources Board
Statewide Targeted Water Investment Fund

 JC Initial here to confirm understanding that subrecipients expending more than \$750,000 total in Federal funds during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.

Does your organization plan to expend \$750,000 or more in Federal funding in a single fiscal year when accounting for this request and any other federal awards you receive?

Yes

What are the performance indicators (inputs, outputs, and outcomes) that this project will track to capture impact?

[See project funding template submitted by individual recipients](#)

Please provide an outline/brief summary of your performance management plan.

OWRB has financial controls, technical expertise, and processes in place to administer federal programs, oversee construction, and audit projects. The board has approved 2,781 projects for nearly \$8 billion, spanning over thirty years, with documented, longstanding AAA bond ratings on multiple issuances, and consistently clean annual program audit reviews from independent auditors and EPA (available upon request). Project performance is ultimately measured by successful construction and regulatory approval. The OWRB will oversee, facilitate, and document information on project management, pre-construction approvals by various regulatory agencies, bidding and contracting, site inspections, invoice compliance review, financial controls, and project close out. Grant agreements with awardees will also be in place to help ensure compliance with requirements

Please provide an outline/summary of your community engagement or outreach plan.

OWRB staff has hosted a webinar specific to designated projects to outline the process to access the funds, go over the federal requirements, and answer any questions. OWRB staff has also set up, or is trying to schedule, one on one meetings with each recipient to get a status update and go over the process if they were unable to participate in the webinar.

Please explain how non-English speaking constituents will be able to benefit from this program.

OWRB has adopted a “Discrimination and Federal Funding Policy” to ensure that OWRB or any sub-recipient of funding must comply with civil rights laws and regulations. The policy can be found on OWRB’s website at

<https://oklahoma.gov/content/dam/ok/en/owrb/documents/about-us/discriminationpolicy.pdf>

Capital Expenditure Requirements

Definitions: *Per the Uniform Guidance, the term “capital expenditures” means “expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.” Equipment with a useful life of more than one year and a per-unit acquisition cost greater or equal to \$5,000 is considered a capital expenditure.*

Does your project include a capital expenditure? If yes, is the total capital expenditure greater than \$1 million?

Yes

Do you or your team have prior experience in administering capital expenditure projects? If yes, briefly describe your years of experience. Please list details on project scope and size, as well as any relevant experience in handling capital expenditure projects.

OWRB has been administering grant and loan programs with both state and federal funding since the 1980's to address water/sewer infrastructure projects.

__JC__ Initial here to confirm that you have reviewed and understand provisions of the US Treasury Final Rule regarding the use of State and Local Recovery Funds for capital expenditure, including the requirement to complete a written justification, including an alternatives analysis for capital expenditures of more than \$1 million in SLRF funds. See 87 Fed. Reg. 4450, Sec. 35.6(b)(3)(ii)(E)(4) (January 27, 2022) (summary: Appendix B)

__JC__ Initial here to confirm that you agree to complete and meet the substantive requirements of a written justification for capital expenditure projects, where capital expenditures are greater than \$1million.

__JC__ Initial here to confirm that you have read and understand fully the real property provisions, laid out under 2 CFR 200, specifically, 2 CFR 200.310 – 2 CFR 200.316 and 2 CFR 200.330.

__JC__ Initial here to confirm that you have undertaken due diligence to ensure that the project will comply with all applicable federal and state laws, and including, but not limited to, environmental, siting and permitting laws and regulations.

State of Oklahoma
ARPA SLFRF Project Funding Review
Oklahoma Water Resources Board
Statewide Targeted Water Investment Fund

_JC__ Initial here to confirm you would be able to provide information regarding required programmatic data upon request (pg. 27-33, US Treasury State and Local Fiscal Recovery Funds Compliance and Reporting Guidance version 4.0)

Risk Assessment

_JC___ Initial here to confirm your understanding that 2 CFR Part 200.206 requires the State to perform a risk assessment of applicants focusing on items such as financial stability, management systems and standards, history of performance, audit reports and findings, and ability to implement programs.

_JC___ Initial here to confirm your understanding that 2 CFR Part 200.206 requires any subrecipient that subgrants State and Local Recovery Funds provided by the State of Oklahoma for this project to its own subrecipients to perform a risk assessment of those potential subrecipients for financial stability, management systems and standards, history of performance, audit reports and findings, and ability to implement programs.

Will you be administering the project? If so, describe your prior experience administering federal or state grants. How many years of experience do you have? If not, who will be administering and what is their prior experience?

Yes, OWRB has over 30 years' experience administering the federal State Revolving Funds capitalization grant, STAG Grant Program and American Recovery & Reinvestment Act funding (2009) to subsidize water/sewer loan programs; Over 25 years' experience administering the state Rural Economic Action Plan (REAP) program for water/sewer infrastructure, Emergency Grant, and various drought assistance grants.

What administrative costs do you expect to incur from the funds requested? (Expressed as a percentage or an amount). Does your organization have a Negotiated Indirect Costs Rate Agreement (NICRA) established with a federal agency?

Yes, OWRB has a Negotiated Indirect Cost Agreement with EPA.

Have you successfully completed a similar project in the past?

If yes, how many years of experience do you have in completing projects similar in scope and size?

Yes, over 30 years' experience

Has your organization or entity been administratively responsible for expending, monitoring and compliance reporting for other pandemic relief funds?

If yes, how much funding was received by your organization or entity?

Yes, \$67,431.14 was our reimbursement for Covid-19 related expenditures.

Does your organization receive other Federal Funding?

If yes, please describe the type of funding (i.e., federal agency grant source, specific grant description etc.). How many years of experience does your organization have with other Federal funding and the corresponding federal grant requirements, including the Uniform Guidance.

State of Oklahoma
ARPA SLFRF Project Funding Review
Oklahoma Water Resources Board
Statewide Targeted Water Investment Fund

Yes, See above. OWRB has received the EPA CWSRF capitalization grant since it was established over 30 years, the EPA Sewer Overflow and Stormwater Reuse Municipal Grant (our first year), the FEMA High Hazard Potential Dam Grant since it was established in 2019.

Is your proposal a pre-existing project or program?

No

If yes, how much funding has already been committed to the project? Please describe any other assets that have been committed to the project.

Enter Answer to the Above Question Here

Does your organization have a record retention policy, procedure, and/or system to comply with the federal requirement to retain records for 5 years? If yes, please describe. If no, how do you plan to develop a record retention policy, procedure, and/or system?

Yes, The State's Consolidated General Records Disposition Schedule requires agencies, boards, commissions, and institutions whose programs are funded all or in part by federal funds shall retain all records in accordance with applicable records keeping requirements. OWRB has an electronic filing database where records are maintained indefinitely.

Is your organization registered in SAM.gov? If yes, please provide the DUNS and unique entity identifier (UEI).

Yes, DUNS 0056213700000; UEI: E5KGD1NYA1S5

Monitoring & Internal Controls

Has your organization ever been subject to an audit or state or federal monitoring in the last three years? If yes, describe and provide reports.

Yes, the OWRB's CWSRF, DWSRF and FAP loan programs and administrative accounts undergo annual audits, including a single audit. Also, the SRF programs undergo an annual evaluation of the programs by EPA. The audits are contained on our website at <https://oklahoma.gov/owrb/financing/financial-documents-and-investor-relations.html>

Describe all the internal controls that will be used to ensure use of funds is consistent with State and Local Fiscal Recovery Funds regulations. (e.g., written policies and procedures, standard of conduct, etc.)

OWRB will develop Standard Operating Procedures (SOP's) and a grant recipient packet to ensure the recipient complies with the regulations of SLFR.

State of Oklahoma
ARPA SLFRF Project Funding Review
Oklahoma Water Resources Board
Statewide Targeted Water Investment Fund

Does your organization utilize a financial management system? Would that same system be used to monitor/ track/ report projects financial compliance? If yes, please describe your accounting software and financial management system.

Yes, OWRB's accounting software is a proprietary system, Infrastructure Financing Software (IFS), and has the capability to assign unique identifiers, track, and account for different sources of funding, and create reports on the project level or funding source level.

Will this project distribute sub-grants or funds to beneficiaries (households, individuals, small businesses, non-profits, etc.)? If you plan to distribute these funds, what internal controls will be in place for eligibility determination to ensure funds are distributed in compliance with the U.S. Treasury Final Rule guidelines?

Yes to recipients as described above. They will be the secondary sub-recipient according to SB13. US Treasury Final Rule establishes eligibilities closely in line with both the CWSRF and DWSRF program. OWRB administers the CWSRF program and co-administers the DWSRF program with ODEQ and has process in place to determine eligibility.

Please provide the job titles and years of experience for individuals who would be responsible for monitoring compliance.

Lori Johnson, Chief of Financial Assistance Division, 12 years experience

Jerri Hargis, Assistant Chief of Financial Assistance Division, approx. 10 years experience

Laura Oak, Accountant, 25+ years experience

Kretchen Olmeda, Project and Operations Manager, 3+ years experience

Other Project Questionnaire Information

In which county is your organization headquartered?

Oklahoma

In 100 words or less, please describe any evidence or sources that validate the interventions proposed in your project or program.

OWRB has a long history of administering grants and loans for water/sewer infrastructure projects.

See project funding template submitted by individual recipients

Describe communities or vulnerable populations, including those that have been disproportionately impacted, that will benefit from this project. Include details on how this community was impacted by the pandemic.

The equity based community projects are identified as vulnerable populations. Details on impact due to covid vary.

Which counties would be most impacted by this project or program?

Oklahoma, Pottawatomie, Tulsa, Comanche, Jefferson, Caddo, Murray, Cleveland, Custer, Kiowa, Texas, Okmulgee, Okfuskee, Logan, Seminole, Wagoner, McIntosh, Muskogee, Carter

Will this project support qualified census tracts?

Yes

If so, please identify which qualified census tracts will be impacted.

Unknown at this time

Are matching funds or co-investment available from other organizations (philanthropic, local governments, other) that are interested in this project?

Unknown at this time but not required

In 50 words or less, tell us which organizations have agreed to match or co-invest funds or have promised in-kind work and tell us what kind of organization they represent (business interest, non-profit, municipal agency, state agency, individual, etc.)

In total, how many dollars have outside organizations financially committed to this project? Alternatively, describe any other assets that have been committed to the project or program.

None

After initial funding from the state, would this project be able to continue operation, or would ongoing investment be required?

This is a one-time grant program and will end once these funds have been depleted.

State of Oklahoma
ARPA SLFRF Project Funding Review
Oklahoma Water Resources Board
Statewide Targeted Water Investment Fund

If not able to continue operations without additional State general fund appropriations, describe the amount of additional funding, the period of time such additional state funding would be required and potential alternative sources for the additional funding.

None

Will this project bring revenue to the state or impacted communities?

Yes

If yes, how much revenue may be generated by this project annually, over the next five years?

Unknown

Appendix A: Expenditure Categories

*Denotes areas where recipients must identify the amount of the total funds that are allocated to evidence-based interventions

^Denotes areas where recipients must report on whether projects are primarily serving disproportionately impacted communities.

Additional programmatic data and justifications required for projects in Public Health and Negative Economic Impact categories (EC 1.1-3.5) and projects with Capital Expenditures. See details below table 7.

Table 1: Public Health

Section	Public Health
	COVID-19 Mitigation & Prevention
1.1	COVID-19 Vaccination ^
1.2	COVID-19 Testing ^
1.3	COVID-19 Contact Tracing^
1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)*^
1.5	Personal Protective Equipment^
1.6	Medical Expenses (including Alternative Care Facilities)^
1.7	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)^

State of Oklahoma
ARPA SLFRF Project Funding Review
Oklahoma Water Resources Board
Statewide Targeted Water Investment Fund

Section	Public Health	
1.8	COVID-19 Assistance to Small Businesses [^]	➤ Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)
1.9	COVID 19 Assistance to Non-Profits [^]	➤ Number of Non-Profits served (by program if recipient establishes multiple separate non-profit assistance programs)
1.10	COVID-19 Aid to Impacted Industries [^]	➤ If aid is provided to industries other than travel, tourism, and hospitality (EC 2.36), describe if the industry experienced at least 8 percent employment loss from pre-pandemic levels, or the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the final rule, and rationale for providing aid to the industry ➤ For each subaward: ○ Sector of employer (Note: additional detail, including list of sectors, to be provided in the user guide posted to www.treasury.gov/SLFRP) ○ Purpose of funds (e.g., payroll support, safety measure implementation)
Community Violence Interventions		
1.11	Community Violence Interventions ^{*,^}	➤ Number of workers enrolled in sectoral job training programs ➤ Number of workers completing sectoral job training programs ➤ Number of people participating in summer youth employment programs

State of Oklahoma
 ARPA SLFRF Project Funding Review
 Oklahoma Water Resources Board
Statewide Targeted Water Investment Fund

Section	Public Health	
	Behavioral Health	
1.12	Mental Health Services*^	
1.13	Substance Use Services*^	
	Other	
1.14	Other Public Health Services^	

Table 2: Negative Economic Impacts

Section	Negative Economic Impact	
	Assistance to Households	
2.1	Household Assistance: Food Programs*^	
2.2	Household Assistance: Rent, Mortgage, and Utility Aid*^	
2.3	Household Assistance: Cash Transfers*^	
2.4	Household Assistance: Internet Access Programs*^	
2.5	Household Assistance: Paid Sick and Medical Leave^	
2.6	Household Assistance: Health Insurance*^	
2.7	Household Assistance: Services for Un/Unbanked*^	
2.8	Household Assistance: Survivor's Benefits^	
2.9	Unemployment Benefits or Cash Assistance to Unemployed Workers*^	
2.10	Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives)*^	➤ Number of workers enrolled in sectoral job training programs ➤ Number of workers completing sectoral job training programs ➤ Number of people participating in summer youth employment programs

State of Oklahoma
ARPA SLFRF Project Funding Review
Oklahoma Water Resources Board
Statewide Targeted Water Investment Fund

Section	Negative Economic Impact	
2.11	Healthy Childhood Environments: Child Care* [^]	➤ Number of children served by childcare and early learning services (pre-school/pre-K/ages 3-5) ➤ Number of families served by home visiting
2.12	Healthy Childhood Environments: Home Visiting* [^]	
2.13	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* [^]	
2.14	Healthy Childhood Environments: Early Learning* [^]	➤ The National Center for Education Statistics (“NCES”) School ID or NCES District ID. List the School District if all schools within the school district received some funds. If not all schools within the school district received funds, list the School ID of the schools that received funds. These can allow evaluators to link data from the NCES to look at school-level demographics and, eventually, student performance.
2.15	Long-term Housing Security: Affordable Housing* [^]	➤ Number of households receiving eviction prevention services (including legal representation) ➤ Number of affordable housing units preserved or developed
2.16	Long-term Housing Security: Services for Unhoused Persons* [^]	
2.17	Housing Support: Housing Vouchers and Relocation Assistance for Disproportionately Impacted Communities* [^]	
2.18	Housing Support: Other Housing Assistance* [^]	
2.19	Social Determinants of Health: Community Health Workers or Benefits Navigators* [^]	

State of Oklahoma
ARPA SLFRF Project Funding Review
Oklahoma Water Resources Board
Statewide Targeted Water Investment Fund

Section	Negative Economic Impact	
2.20	Social Determinants of Health: Lead Remediation*^	
2.21	Medical Facilities for Disproportionately Impacted Communities^	
2.22	Strong Healthy Communities: Neighborhood Features that Promote Health and Safety^	
2.23	Strong Healthy Communities: Demolition and Rehabilitation of Properties^	
2.24	Addressing Educational Disparities: Aid to High-Poverty Districts^	➤ The National Center for Education Statistics (“NCES”) School ID or NCES District ID. List the School District if all schools within the school district received some funds. If not all schools within the school district received funds, list the School ID of the schools that received funds. These can allow evaluators to link data from the NCES to look at school-level demographics and, eventually, student performance. ➤ Number of students participating in evidence-based tutoring programs
2.25	Addressing Educational Disparities: Academic, Social, and Emotional Services*^	
2.26	Addressing Educational Disparities: Mental Health Services*^	
2.27	Addressing Impacts of Lost Instructional Time^	
2.28	Contributions to UI Trust Funds^	
	Assistance to Small Businesses	
2.29	Loans or Grants to Mitigate Financial Hardship^	➤ Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)
2.30	Technical Assistance, Counseling, or Business Planning*^	

State of Oklahoma
ARPA SLFRF Project Funding Review
Oklahoma Water Resources Board
Statewide Targeted Water Investment Fund

Section	Negative Economic Impact	
2.31	Rehabilitation of Commercial Properties or Other Improvements [^]	
2.32	Business Incubators and Start-Up or Expansion Assistance ^{*^}	
2.33	Enhanced Support to Microbusinesses ^{*^}	
	Assistance to Non-Profits	
2.34	Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted) [^]	➤ Number of Non-Profits served (by program if recipient establishes multiple separate non-profit assistance programs)
	Aid to Impacted Industries	
2.35	Aid to Tourism, Travel, or Hospitality [^]	➤ If aid is provided to industries other than travel, tourism, and hospitality (EC 2.36), describe if the industry experienced at least 8 percent employment loss from pre-pandemic levels, or the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the final rule, and rationale for providing aid to the industry ➤ For each subaward: ○ Sector of employer (Note: additional detail, including list of sectors, to be provided in the user guide posted to www.treasury.gov/SLFRP) ○ Purpose of funds (e.g., payroll support, safety measure implementation)
2.36	Aid to Other Impacted Industries [^]	
	Other	

State of Oklahoma
ARPA SLFRF Project Funding Review
Oklahoma Water Resources Board
Statewide Targeted Water Investment Fund

Section	Negative Economic Impact	
2.37	Economic Impact Assistance: Other*^	

Table 3: Services to Disproportionately Impacted Communities

Section	Public Sector Capacity	
	General Provisions	
3.1	Public Sector Workforce: Payroll and Benefits for Public Health, Public Safety, or Human Services Workers	➤ Number of government FTEs responding to COVID-19 supported under this authority
3.2	Public Sector Workforce: Rehiring Public Sector Staff	➤ Number of FTEs rehired by governments under this authority
3.3	Public Sector Workforce: Other	
3.4	Public Sector Capacity: Effective Service Delivery	
3.5	Public Sector Capacity: Administrative Needs	

Table 4: Premium Pay

Section	Premium Pay	
4.1 Public Sector Employees		➤ List of sectors designated as critical to protecting the health and well-being of residents by the chief executive of the jurisdiction, if beyond those included in the final rule ➤ Number of workers to be served ➤ Employer sector for all subawards to third-party employers (i.e., employers other than the State, local, or Tribal government) ➤ For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, on an annual basis; OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions ➤ Number of workers to be served with premium pay in K-12 schools
4.2 Private Sector: Grants to Other Employers		

Table 5: Infrastructure

Section	Infrastructure	
	Water and Sewer	
5.1	Clean Water: Centralized Wastewater Treatment	
5.2	Clean Water: Centralized Wastewater Collection and Conveyance	
5.3	Clean Water: Decentralized Wastewater	
5.4	Clean Water: Combined Sewer Overflows	
5.5	Clean Water: Other Sewer Infrastructure	
5.6	Clean Water: Stormwater	
5.7	Clean Water: Energy Conservation	
5.8	Clean Water: Water Conservation	
5.9	Clean Water: Nonpoint Source	
5.10	Drinking water: Treatment	
5.11	Drinking water: Transmission & Distribution	
5.12	Drinking water: Lead Remediation, including in Schools and Daycares	
5.13	Drinking water: Source	
5.14	Drinking water: Storage	
➤ See Final Rule and reporting guidance for details		

State of Oklahoma
 ARPA SLFRF Project Funding Review
 Oklahoma Water Resources Board
Statewide Targeted Water Investment Fund

Section	Infrastructure	
5.15	Drinking water: Other water infrastructure	
5.16	Water and Sewer: Private Wells	
5.17	Water and Sewer: IJJA Bureau of Reclamation Match	
5.18	Water and Sewer: Other	
	Broadband	
5.19	Broadband: “Last Mile” projects	➤ See Final Rule and reporting guidance for details
5.20	Broadband: IJJA Match	
5.21	Broadband: Other projects	

Table 6: Revenue Replacement

Section	Revenue Replacement	
6.1	Provision of Government Services	
6.2	Non-federal Match for Other Federal Programs	

Table 7: Administrative

Section	Administrative
7.1	Administrative Expenses
7.2	Transfers to Other Units of Government

Additional Required Programmatic Data

Public Health and Negative Economic Impact (EC 1.1-3.5)

Collection to begin in April 2022

- Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced
- Brief description of how a recipient's response is related and reasonably and proportional to a public health or negative economic impact of COVID-19.18

Capital Expenditures (EC 1.1-3.5)

Collection began in January 2022, with additional optional fields to begin in April 2022; optional fields will become required in July 2022

- Does this project include a capital expenditure? (Collection began in January 2022)
- Total expected capital expenditure, including pre-development costs, if applicable (Collection began in January 2022)
- Type of Capital expenditure, based on the following enumerated uses (This field is optional in April 2022; required in July 2022)
 - COVID-19 testing sites and laboratories, and acquisition of related equipment
 - COVID-19 vaccination sites

- Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., emergency rooms, intensive care units, telemedicine capabilities for COVID-19 related treatment)
- Temporary medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs
- Acquisition of equipment for COVID-19 prevention and treatment, including ventilators, ambulances, and other medical or emergency services equipment
- Emergency operations centers and acquisition of emergency response equipment (e.g., emergency response radio systems)
- Installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities
- Public health data systems, including technology infrastructure
- Adaptations to congregate living facilities, including skilled nursing facilities, other long-term care facilities, incarceration settings, homeless shelters, residential foster care facilities, residential behavioral health treatment, and other group living facilities, as well as public facilities and schools (excluding construction of new facilities for the purpose of mitigating spread of COVID-19 in the facility)
- Mitigation measures in small businesses, nonprofits, and impacted industries (e.g., developing outdoor spaces)
- Behavioral health facilities and equipment (e.g., inpatient or outpatient mental health or substance use treatment facilities, crisis centers, diversion centers)
- Technology and equipment to allow law enforcement to efficiently and effectively respond to the rise in gun violence resulting from the pandemic
- Affordable housing, supportive housing, or recovery housing development
- Food banks and other facilities primarily dedicated to addressing food insecurity
- Transitional shelters (e.g., temporary residences for people experiencing homelessness)
- Devices and equipment that assist households in accessing the internet (e.g., tablets, computers, or routers)
- Childcare, daycare, and early learning facilities
- Job and workforce training centers
- Improvements to existing facilities to remediate lead contaminants (e.g., removal of lead paint)
- Medical equipment and facilities designed to address disparities in public health outcomes (includes primary care clinics, hospitals, or integrations of health services into other settings)

State of Oklahoma
ARPA SLFRF Project Funding Review
Oklahoma Water Resources Board
Statewide Targeted Water Investment Fund

- Parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, streetlights, neighborhood cleanup, and other projects to revitalize public spaces
 - Rehabilitations, renovation, remediation, cleanup, or conversions of vacant or abandoned properties
 - Schools and other educational facilities or equipment to address educational disparities
 - Technology and tools to effectively develop, execute, and evaluate government programs
 - Technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, improvements to case management systems or data sharing resources), reduce government backlogs, or meet increased maintenance needs
- For recipients (other than Tribal governments) investing in projects with total expected capital expenditures for an enumerated eligible use of \$10 million or more, as well as projects with total expected capital expenditures for an “other” use of \$1 million or more, please provide a written justification (This field is optional in April 2022; required in July 2022) (See Appendix B)
- For projects with total expected capital expenditures of over \$10 million, provide labor reporting as outlined for infrastructure projects on pages 30 and 31 [of the reporting and compliance guidance]

Appendix B: Capital Expenditure Written Justification

For projects expending greater than or equal to \$1 million for capital expenditures, Treasury requires a written justification for the capital expenditure:

- **Description of the harm or need to be addressed.** Provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipient may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.
- **Explanation of why a capital expenditure is appropriate.** For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.
- **Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior.** Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

AGENDA ITEM 3D(4)

MEMORANDUM AMENDMENT

WITH:

Office of Management and Enterprise Services
(OMES)

PURPOSE:

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

.

AMOUNT:

EXHIBIT E-4: FIFTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

This is a fifth amendment (“Fifth Amendment”) to the Grant Agreement (“Agreement”) bearing the date of last signature of August 31, 2022, between the Office of Management and Enterprise Services Grant Management Office (OMES) and the Oklahoma Water Resources Board (“Subrecipient”). This Fifth Amendment supplements and amends the Agreement and the Amended Grant Agreement bearing the date of last signature of February 27, 2023, and the Second Amended Grant Agreement bearing the date of last signature of December 13, 2023, the Third Amendment bearing the date of last signature of September 9, 2024, and the Fourth Amendment effective December 31, 2024 (collectively “Prior Amendments”). This Fifth Amendment is effective from the date of the last signature. This Agreement and any amendments thereto, are authorized by 62 O.S. § 255.1 for the purpose of managing ARPA funds as appropriated by the Oklahoma State Legislature, and likewise meet the requirements of 74 O.S. § 581 as well as the rules, regulations, and guidance issued by the U.S. Department of the Treasury regarding, *inter alia*, the obligating of funds through an interagency agreement. This Fifth Amendment shall be appended to the Agreement as **Exhibit E-4** and supplements and amends the Agreement and Prior Amendments governing the Tribal Matching Fund for Water and Sewer Infrastructure project, including all supplements thereto. Unless otherwise indicated herein, undefined capitalized terms used in this Fifth Amendment shall have the respective meanings specified in the Agreement and Prior Amendments. All other terms of the Agreement and Prior Amendments not modified by this Fifth Amendment, remain in full force and effect.

The parties agree to amend the Agreement and Prior Amendments as follows:

- I. Pursuant to House Bill 4075 (2026), Subrecipient is authorized to transfer and allocate amounts between all nine Subrecipient projects as needed, including this Tribal Matching Fund for Water and Sewer Infrastructure project, in order to complete any such projects and purposes previously obligated. Such transfers shall be subject to OMES’ budget modification process for approval.

This Fifth Amendment incorporates herein the following new attachment to the Agreement and Prior Amendments:

- I. Attachment A-9: House Bill 4075 (2026)



EXHIBIT E-4: FIFTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

SIGNATURES

Except as amended hereby, the Agreement and Prior Amendments remain in full force and effect. The undersigned represent and warrant they are authorized, as representatives of the Party on whose behalf they are signing, to bind their respective Party thereto, by signing this Fifth Amendment.

**OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES FOR THE
STATE OF OKLAHOMA**

**OKLAHOMA WATER
RESOURCES BOARD**

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

OMES
APPROVED AS TO FORM:

ATTEST

**Elizabeth Base OMES Director Grants
Management Office**

BY: _____

Date

Name and Title

(Seal)



**EXHIBIT E-4: FIFTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD**

ATTACHMENT A-9

House Bill 4075 (2026)



EXHIBIT E-4: FIFTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

An Act

ENROLLED HOUSE
BILL NO. 4075

By: Caldwell (Trey) and Kane of
the House

and

Hall and Haste of the
Senate

An Act relating to Oklahoma Water Resources Board; making appropriations; identifying source; establishing amounts; providing purposes; identifying funds appropriated to the Oklahoma Water Resources Board; authorizing the Oklahoma Water Resources Board to transfer and allocate between projects as needed for certain purposes; requiring and limiting the utilization of funds; creating certain special accounts; limiting duration of accounts; requiring certain determination; providing and limiting the nature of the accounts and the funds within the accounts; authorizing agency to submit request for certain deposits or transfers; requiring certain compliance and verifications; authorizing certain memorandums of understanding; limiting scope; prohibiting certain memoranda terms; authorizing and limiting the promulgation of rules and utilization of procedures; requiring certain reports and submissions to certain entities; requiring appearance before certain joint committee; limiting duration of certain requirements; providing for noncodification; and declaring an emergency.

SUBJECT: Oklahoma Water Resources Board

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

There is hereby appropriated to the Oklahoma Water Resources Board from any monies not otherwise appropriated from the Statewide



EXHIBIT E-4: FIFTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

A. There is hereby created in the State Treasury a Statewide Recovery Special Account for the Oklahoma Water Resources Board for each appropriation section of this act. The duration of such accounts shall continue for the period of time that monies related to the American Rescue Plan Act of 2021 are being budgeted, expended, or managed in the state. The ending of such period shall be determined by the State Treasurer, and shall result in the closing of such accounts as a matter of law. Such accounts shall be continuing accounts as otherwise provided in this section, not subject to fiscal year limitations, and shall exclusively consist of monies related to the relevant appropriations made in this act and as otherwise directed by law. All monies deposited to the credit of such accounts are hereby appropriated and may be budgeted and expended by the Oklahoma Water Resources Board in accordance with the provisions of this act. Expenditures from such accounts shall be made upon warrants issued by the State Treasurer against claims filed as prescribed by law with the Director of the Office of Management and Enterprise Services for approval and payment.

B. The Oklahoma Water Resources Board is authorized to request in writing that the monies appropriated by the provisions of this act be deposited or transferred to the accounts created pursuant to subsection A of this section. No later than seven (7) calendar days from the date of such request, the Director of the Office of Management and Enterprise Services shall comply with such request and verify to the requesting agency that such deposit or transfer has been completed.

SECTION 4. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

The Oklahoma Water Resources Board may enter into memorandums of understanding with other agencies of the State of Oklahoma for the auditing, documentation, evaluation, implementation, oversight, reporting, and management of funds and associated efforts related to the appropriations made in this act; provided, that no such memorandum of understanding shall require or include, as an option or condition, the direct or practical transfer or relinquishment of control by the agency appropriated such funds to budget, expend, allocate, and request the distribution of the funds appropriated by this act.

SECTION 5. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:



EXHIBIT E-4: FIFTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

The Oklahoma Water Resources Board may promulgate rules, utilize existing rules, establish procedures, and utilize existing procedures to implement the provisions of this act; provided, such rules and procedures do not conflict with or impede the provisions of this act.

SECTION 6. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

The Oklahoma Water Resources Board is authorized to enter into contracts with financial institutions and execute such instruments as may be necessary and convenient to hold and disseminate grant funds in accordance with applicable federal and state regulations and Board policies.

SECTION 7. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

A. The Oklahoma Water Resources Board shall:

1. Submit to the Chairs of the Joint Committee on Pandemic Relief Funding, or any successor Senate legislative or House of Representatives legislative committee or joint committee, as designated by the President Pro Tempore of the Senate and the Speaker of the House of Representatives:

- a. a written or electronic quarterly report detailing the budgeting, expenditure, and management of all monies appropriated in this act, and
- b. a copy of all memorandums of understanding and contracts with third parties entered into by the Oklahoma Water Resources Board to facilitate, assist, or administer powers and duties provided to the Oklahoma Water Resources Board under the provisions of this act; and

2. At the Joint Committee on Pandemic Relief Funding's request, appear before the Joint Committee no later than six (6) months after the effective date of this act, and as otherwise requested by the Joint Committee to provide a status update regarding the implementation of the provisions of this act.

B. The provisions of subsection A of this section shall remain applicable for the period of time that monies appropriated under



EXHIBIT E-4: FIFTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

this act are being budgeted, expended, or managed in the state. The ending of such period shall be determined by the State Treasurer, and shall be reported to the Governor, President Pro Tempore of the Senate and the Speaker of the House of Representatives.

SECTION 8. It being immediately necessary for the preservation of the public peace, health or safety, an emergency is hereby declared to exist, by reason whereof this act shall take effect and be in full force from and after its passage and approval.

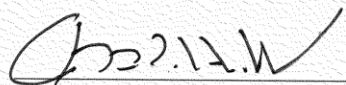


EXHIBIT E-4: FIFTH AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

Passed the House of Representatives the 21st day of April, 2026.


Presiding Officer of the House
of Representatives

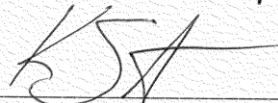
Passed the Senate the 27th day of April, 2026.


Presiding Officer of the Senate

OFFICE OF THE GOVERNOR

Received by the Office of the Governor this 27th
day of April, 2026, at 7:19 o'clock P. M.
By: Christie Fin

Approved by the Governor of the State of Oklahoma this 30th
day of April, 2026, at 2:35 o'clock P. M.


Governor of the State of Oklahoma

OFFICE OF THE SECRETARY OF STATE

Received by the Office of the Secretary of State this 2nd
day of May, 2026, at 10:40 o'clock A. M.
By: Benjamin Lepak

AGENDA ITEM 3D(5)

MEMORANDUM AMENDMENT

WITH:

Office of Management and Enterprise Services
(OMES)

PURPOSE:

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

.

AMOUNT:



EXHIBIT E-2: SECOND AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

This is a second amendment (“Second Amendment”) to the Grant Agreement (“Agreement”) bearing the date of last signature of March 23, 2023, and the First Amendment effective December 31, 2024, between the Office of Management and Enterprise Services Grant Management Office (OMES) and the Oklahoma Water Resource Board (“Subrecipient”). The Grant Agreement signed on March 23, 2023, replaced a prior Grant Agreement bearing the date of last signature of August 31, 2022. This Second Amendment is effective from the date of the last signature. The Agreement and any amendments thereto, are authorized by 62 O.S. § 255.1 for the purpose of managing ARPA funds as appropriated by the Oklahoma State Legislature, and likewise meet the requirements of 74 O.S. § 581 as well as the rules, regulations, and guidance issued by the U.S. Department of the Treasury regarding, *inter alia*, the obligating of funds through an interagency agreement. This Second Amendment shall be appended to the Agreement as **Exhibit E-2** and supplements and amends the Agreement and First Amendment governing the Lugert- Altus Irrigation District Project, including all supplements thereto. Unless otherwise indicated herein, undefined capitalized terms used in this Second Amendment shall have the respective meanings specified in the Agreement and First Amendment. All other terms of the Agreement and First Amendment not modified by this Second Amendment, remain in full force and effect.

The parties agree to amend the Agreement and First Amendment to as follows:

- I. Pursuant to House Bill 4075 (2026), Subrecipient is authorized to transfer and allocate amounts between all nine Subrecipient projects as needed, including this Lugert- Altus Irrigation District Project, in order to complete any such projects and purposes previously obligated. Such transfers shall be subject to OMES’ budget modification process for approval.

This Second Amendment incorporates herein the following new attachment to the Agreement:

- I. **Attachment A-3:** House Bill 4075 (2026)



EXHIBIT E-2: SECOND AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

SIGNATURES

Except as amended hereby, the Agreement and First Amendment remain in full force and effect. The undersigned represent and warrant they are authorized, as representatives of the Party on whose behalf they are signing, to bind their respective Party thereto, by signing this Second Amendment.

**OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES FOR THE
STATE OF OKLAHOMA**

**OKLAHOMA WATER
RESOURCES BOARD**

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

OMES

ATTEST

APPROVED AS TO FORM:

BY: _____

Elizabeth Base
OMES Director Grants Management Office

Name and Title

Date

(Seal)



**EXHIBIT E-2: SECOND AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD**

ATTACHMENT A-3

House Bill 4075 (2026)



EXHIBIT E-2: SECOND AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

An Act

ENROLLED HOUSE
BILL NO. 4075

By: Caldwell (Trey) and Kane of
the House

and

Hall and Haste of the
Senate

An Act relating to Oklahoma Water Resources Board; making appropriations; identifying source; establishing amounts; providing purposes; identifying funds appropriated to the Oklahoma Water Resources Board; authorizing the Oklahoma Water Resources Board to transfer and allocate between projects as needed for certain purposes; requiring and limiting the utilization of funds; creating certain special accounts; limiting duration of accounts; requiring certain determination; providing and limiting the nature of the accounts and the funds within the accounts; authorizing agency to submit request for certain deposits or transfers; requiring certain compliance and verifications; authorizing certain memorandums of understanding; limiting scope; prohibiting certain memoranda terms; authorizing and limiting the promulgation of rules and utilization of procedures; requiring certain reports and submissions to certain entities; requiring appearance before certain joint committee; limiting duration of certain requirements; providing for noncodification; and declaring an emergency.

SUBJECT: Oklahoma Water Resources Board

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

There is hereby appropriated to the Oklahoma Water Resources Board from any monies not otherwise appropriated from the Statewide



EXHIBIT E-2: SECOND AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

Recovery Fund established in Section 255 of Title 62 of the Oklahoma Statutes, the sum of Twenty-five Million Nine Hundred Ninety-eight Thousand Seven Hundred Ninety-eight Dollars (\$25,998,798.00) or so much thereof as may be necessary to complete ongoing projects that have received prior appropriations from the Statewide Recovery Fund or to target statewide strategic water infrastructure projects. Such funds shall be utilized in a manner consistent with the recommendations adopted by the Joint Committee on Pandemic Relief Funding on April 15, 2026.

SECTION 2. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

Of the funds appropriated to the Oklahoma Water Resources Board pursuant to:

1. Enrolled Senate Bill No. 429 of the 2nd Regular Session of the 58th Oklahoma Legislature;
2. Enrolled Senate Bill No. 42 of the 2nd Regular Session of the 58th Oklahoma Legislature;
3. Enrolled Senate Bill No. 4 of the 2nd Extraordinary Session of the 58th Oklahoma Legislature;
4. Enrolled Senate Bill No. 13 of the 2nd Extraordinary Session of the 58th Oklahoma Legislature;
5. Enrolled House Bill No. 2942 of the 1st Regular Session of the 59th Oklahoma Legislature;
6. Enrolled House Bill No. 2937 of the 2nd Regular Session of the 59th Oklahoma Legislature; and
7. Enrolled House Bill No. 2789 of the 1st Regular Session of the 60th Oklahoma Legislature,

the Oklahoma Water Resources Board is hereby authorized to transfer and allocate amounts between such projects as needed in order to complete any such project and purpose listed in measures described in paragraphs 1, 2, 3, 4, 5, 6, and 7 of this section.

SECTION 3. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:



EXHIBIT E-2: SECOND AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

A. There is hereby created in the State Treasury a Statewide Recovery Special Account for the Oklahoma Water Resources Board for each appropriation section of this act. The duration of such accounts shall continue for the period of time that monies related to the American Rescue Plan Act of 2021 are being budgeted, expended, or managed in the state. The ending of such period shall be determined by the State Treasurer, and shall result in the closing of such accounts as a matter of law. Such accounts shall be continuing accounts as otherwise provided in this section, not subject to fiscal year limitations, and shall exclusively consist of monies related to the relevant appropriations made in this act and as otherwise directed by law. All monies deposited to the credit of such accounts are hereby appropriated and may be budgeted and expended by the Oklahoma Water Resources Board in accordance with the provisions of this act. Expenditures from such accounts shall be made upon warrants issued by the State Treasurer against claims filed as prescribed by law with the Director of the Office of Management and Enterprise Services for approval and payment.

B. The Oklahoma Water Resources Board is authorized to request in writing that the monies appropriated by the provisions of this act be deposited or transferred to the accounts created pursuant to subsection A of this section. No later than seven (7) calendar days from the date of such request, the Director of the Office of Management and Enterprise Services shall comply with such request and verify to the requesting agency that such deposit or transfer has been completed.

SECTION 4. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

The Oklahoma Water Resources Board may enter into memorandums of understanding with other agencies of the State of Oklahoma for the auditing, documentation, evaluation, implementation, oversight, reporting, and management of funds and associated efforts related to the appropriations made in this act; provided, that no such memorandum of understanding shall require or include, as an option or condition, the direct or practical transfer or relinquishment of control by the agency appropriated such funds to budget, expend, allocate, and request the distribution of the funds appropriated by this act.

SECTION 5. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:



EXHIBIT E-2: SECOND AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

The Oklahoma Water Resources Board may promulgate rules, utilize existing rules, establish procedures, and utilize existing procedures to implement the provisions of this act; provided, such rules and procedures do not conflict with or impede the provisions of this act.

SECTION 6. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

The Oklahoma Water Resources Board is authorized to enter into contracts with financial institutions and execute such instruments as may be necessary and convenient to hold and disseminate grant funds in accordance with applicable federal and state regulations and Board policies.

SECTION 7. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

A. The Oklahoma Water Resources Board shall:

1. Submit to the Chairs of the Joint Committee on Pandemic Relief Funding, or any successor Senate legislative or House of Representatives legislative committee or joint committee, as designated by the President Pro Tempore of the Senate and the Speaker of the House of Representatives:

- a. a written or electronic quarterly report detailing the budgeting, expenditure, and management of all monies appropriated in this act, and
- b. a copy of all memorandums of understanding and contracts with third parties entered into by the Oklahoma Water Resources Board to facilitate, assist, or administer powers and duties provided to the Oklahoma Water Resources Board under the provisions of this act; and

2. At the Joint Committee on Pandemic Relief Funding's request, appear before the Joint Committee no later than six (6) months after the effective date of this act, and as otherwise requested by the Joint Committee to provide a status update regarding the implementation of the provisions of this act.

B. The provisions of subsection A of this section shall remain applicable for the period of time that monies appropriated under



EXHIBIT E-2: SECOND AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

this act are being budgeted, expended, or managed in the state. The ending of such period shall be determined by the State Treasurer, and shall be reported to the Governor, President Pro Tempore of the Senate and the Speaker of the House of Representatives.

SECTION 8. It being immediately necessary for the preservation of the public peace, health or safety, an emergency is hereby declared to exist, by reason whereof this act shall take effect and be in full force from and after its passage and approval.

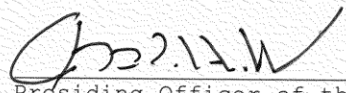


EXHIBIT E-2: SECOND AMENDMENT
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND
OKLAHOMA WATER RESOURCES BOARD

Passed the House of Representatives the 21st day of April, 2026.


Presiding Officer of the House
of Representatives

Passed the Senate the 27th day of April, 2026.


Presiding Officer of the Senate

OFFICE OF THE GOVERNOR

Received by the Office of the Governor this 27th
day of April, 2026, at 7:19 o'clock P. M.
By: Christie Fin

Approved by the Governor of the State of Oklahoma this 30th
day of April, 2026, at 2:35 o'clock P. M.


Governor of the State of Oklahoma

OFFICE OF THE SECRETARY OF STATE

Received by the Office of the Secretary of State this 2nd
day of May, 2026, at 10:40 o'clock A. M.
By: Benjamin Lepak

AGENDA ITEM 3D(6)

MEMORANDUM CONTRACT

WITH: Freese & Nichols Inc.

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

AMOUNT: Not to exceed \$312,117.00

TERM: July 1, 2026 through June 30, 2027

CONTRACTS CHECKLIST

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

Initials

LG _____ Draft approved by Division Chief
JB _____ Jessica Billingsley: Contract amount has been budgeted
AP _____ Anil Pillai: All purchasing requirements have been satisfied
_____ All other parties have agreed to the terms of the contract
_____ Final copy is free of any track changes or other highlighting, etc.
SDC _____ Final draft approved by General Counsel

Contact Info for OWRB

Matt Cortez
OWRB staff engineer
matthew.cortez@owrb.ok.gov
(405)530-8828

Contact info for Contractor

Jeremy Rice
Project Manager
jjr@freese.com
(918)238-1930

REMEMBER, any document that contains "terms" and requires a signature is considered a contract.

No contract will be added to the Board agenda/packet unless this checklist is complete. All tasks will need to be completed prior to the deadline for the draft agenda each month to be added to the agenda/packet.

Signature: Jessica Billingsley

Email: jessica.billingsley@owrb.ok.gov

Signature: Anil Pillai

Email: anil.pillai@owrb.ok.gov

Signature: Sara Gibson
Sara Gibson (Jul 9, 2026 15:00:53 CDT)

Email: sara.gibson@owrb.ok.gov

Signature: Lori Johnson
Lori Johnson (Jul 9, 2026 13:06:25 CDT)

Email: lori.johnson@owrb.ok.gov

Signature:

Email:



STATE OF OKLAHOMA CONTRACT WITH FREESE & NICHOLS INC

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

Purpose

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

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

1. The parties agree that Supplier has not yet begun performance of work under the Contract. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation EV00000920, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Response to Specifications, Attachment E;
 - 2.4. Pricing, Attachment E-1;
 - 2.5. Value Add Offerings, Attachment E-2; and,
 - 2.6. Third Party Terms, Attachment E-3.
3. The parties additionally agree:
 - 3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.

- 3.2. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.
- 3.3. Any other third-party product terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement shall be binding only upon the State's written acceptance of those additional terms.
4. Payment obligations rest solely with the Oklahoma Water Resources Board.
Please send invoices and billing inquiries to:
3800 North Classen Boulevard
Oklahoma City, Oklahoma 73118, United States
accountspayable@owrb.ok.gov
5. The undersigned Agency hereby attests that any required terms and conditions based on a Federal Award applicable to this Contract are included herein.
6. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURES

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

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

FREESE & NICHOLS INC

ATTEST:

By:

By:

Name:

Name:

Title: Secretary

Title:

Date:

Date:

(SEAL)

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:

Title:

Date:

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

I. PURPOSE

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

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

1. Contract Term and Renewal Options

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

2. Solicitation Criterion

- 2.1** The bid will be evaluated using best-value criterion, based on the following:
- 2.1.1** Mandatory requirements
 - 2.1.2** Proposal acceptability
 - 2.1.3** Professional experience
 - 2.1.4** Past performance
 - 2.1.5** Price

3. Scope and description

- 3.1** The bid response shall show the ability of the bidder to meet or exceed the scope of work on Exhibit 5: Scope of Work and the following mandatory requirements:
- 3.1.1** Bidder must document their prior experience with either the Clean Watershed Needs Survey or outreach and data collection from cities, towns, districts, and other public watershed owners.
 - 3.1.2** Bidder must include a minimum of 3 examples of work related to similar projects in the past five years.
 - 3.1.3** Bidder must provide a minimum of 3 references.
 - 3.1.4** Bidder must include their project organization, the number of staffing roles, the number of hours to be worked by each role, and the total hours to be spent on the project.
 - 3.1.5** Bidder must include project staff resumes or a list of relevant qualifications for each role.
 - 3.1.6** Bidder must provide a proposed work plan with budget and task timeline included.

4. Pricing

- 4.1** Pricing shall be proposed as follows:
- 4.1.1** A total firm, fixed cost which includes information concerning fees, other costs, and any other information relevant to the total cost.

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

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

5. **Executive Summary and company information** shall be detailed in Exhibit 1.
6. **The response to pricing** shall be proposed using Exhibit 2.
7. **Business references** shall be completed in Exhibit 3.
8. **Third-party supplier information** shall be included in Exhibit 4 if applicable.
9. **Scope of work** shall be confirmed on Exhibit 5.
10. **CWNS survey** from 2022 is provided as an example on Exhibit 6.

ATTACHMENT B



OKLAHOMA
Office of Management
& Enterprise Services

STATE OF OKLAHOMA GENERAL TERMS

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

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

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the contract without the state's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the contract, supplier shall contact the state.
- 1.2** At no time during the performance of the contract shall the supplier have the authority to obligate any customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded contract amount. Likewise, supplier is not entitled to compensation for a product or service provided by or on behalf of supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any contract renewal, the state shall subjectively consider the value of the contract to the state, the supplier's performance under the contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of contract documents to determine validity with current state and other applicable statutes and rules; b) current pricing and discounts offered by supplier; and c) current products, services and support offered by supplier. If the state determines changes to the contract are required as a condition precedent to renewal, the state and supplier will cooperate in good faith to evidence such required changes in an amendment. Further, supplier may request a price increase no more than once per contract year by submitting a request to OMES Central Purchasing (CP) at least 30 days prior to the end of the then current term. OMES CP will take requests to increase price into account up to but not exceeding the [U.S. Bureau of Labor Statistics Consumer Price Index \(CPI\)](#) percentage change rates for the current calendar year in which the price increase request is made. OMES reserves the right to refuse such price increases at our sole discretion. A price increase will not be effective until approved in writing by the category manager.
- 1.4** The state may extend the contract for 90 days beyond a final renewal term at the contract compensation rate for the extended period. If the state exercises such option to extend 90 days, the state shall notify the supplier in writing prior to contract end date. The state, at its sole option and to the extent allowable by law, may choose to exercise subsequent 90-day extensions at the contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new supplier.
- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, supplier shall maintain its supplier registration with the state as a precondition to renewal of the contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the state until the contract is effective.
- 2.2** Contract documents shall be read to be consistent and complementary. Any conflict among the contract documents shall be resolved by giving priority to contract documents in the following order of precedence:
 - A.** Any amendment.

- B. Terms contained in this contract document.
- C. Any contract-specific state terms that include, without limitation, information technology terms and terms specific to a statewide contract or a state agency contract.
- D. Any applicable solicitation.
- E. Any successful bid as may be amended through negotiation and to the extent the bid does not otherwise conflict with the solicitation or applicable law.
- F. Any statement of work, work order or other mutually agreed contract documents.

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

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

3 Modification of contract Terms and contract documents

- 3.1** The contract may only be modified, amended, or expanded by an amendment. Any change to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the supplier, is a material breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written contract modification, shall be void and without effect and the supplier shall not be entitled to any claim under the contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the contract.
- 3.2** Any additional terms on an ordering document provided by supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the supplier or by a customer other than OMES in connection with an acquisition.
- 3.3** Except for information deemed confidential by the state pursuant to applicable law, rule, regulation, or policy, the parties agree contract terms and information are not confidential and are disclosable without further approval of or notice to supplier.
- 3.4** Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, no contract document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this contract or expand the state's or customer's liability or reduce the rights of customer or the state. If supplier is acting as a reseller, any third-party terms provided are also subject to the foregoing.
- 3.5** To the extent any term or condition in any contract document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United states law or regulation, such term or condition is void and unenforceable. By executing any contract document which contains a conflicting term or condition, the state or customer makes no representation or warranty regarding the enforceability of such term or condition and the state or customer does not waive the applicable Oklahoma and/or United states law or regulation which conflicts with the term or condition.

4 Definitions

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

- 4.1 Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the contract.
- 4.2 Amendment** means a mutually executed, written modification to a contract document.

- 4.3 **Bid** means an offer a bidder submits in response to the solicitation.
- 4.4 **Bidder** means an individual or business entity that submits a bid in response to the solicitation.
- 4.5 **Contract** means the written, mutually agreed and binding legal relationship resulting from the contract documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the contract.
- 4.6 **Customer** means the governmental entity receiving goods or services contemplated by the contract.
- 4.7 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the state and may also result in cancellation of existing contracts with the state.
- 4.8 **Destination** means delivered to the receiving dock or other point specified in the applicable contract document.
- 4.9 **Governmental entity** means any governmental entity specified as a political subdivision of the state pursuant to the Governmental Tort Claim Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the state.
- 4.10 **Indemnified parties** means the state and customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.11 **Inspection** means examining and testing an acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the acquisition meets contract requirements.
- 4.12 **Moral rights** means any and all rights of paternity or integrity of the work product and the right to object to any modification, translation or use of the work product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.13 **OAC** means the Oklahoma Administrative Code.
- 4.14 **OMES** means the Office of Management and Enterprise Services.
- 4.15 **Solicitation** means the document inviting bids for the acquisition referenced in the contract and any amendments thereto.
- 4.16 **State** means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency or other unit of the government of the State of Oklahoma.
- 4.17 **Supplier** means the bidder with whom the state enters into the contract awarded pursuant to the solicitation or the business entity or individual that is a party to the contract with the state.
- 4.18 **Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a supplier from inclusion on the supplier list; be eligible to submit bids to state agencies and be awarded a contract by a state agency subject to the Oklahoma Central Purchasing Act.
- 4.19 **Supplier confidential information** means certain confidential and proprietary information of supplier that is clearly marked as confidential and agreed by the state purchasing director or customer, as applicable, but does not include information excluded from confidentiality in provisions of the contract or the Oklahoma Open Records Act.
- 4.20 **Work product** means any and all deliverables produced by supplier under a statement of work or similar contract document issued pursuant to this contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web

sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works); (ii) trademarks, service marks, trade dress, trade names, logos or other indicia of source or origin; (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how; (iv) domain names; (v) any copies and similar or derivative works to any of the foregoing; (vi) all documentation and materials related to any of the foregoing; (vii) all other goods, services or deliverables to be provided by or on behalf of supplier under the contract; and (viii) all intellectual property rights in any of the foregoing that are or were created, prepared, developed, invented or conceived for the use of benefit of customer in connection with this contract or with funds appropriated by or for customer or customer's benefit (a) by any supplier personnel or customer personnel or (b) any customer personnel who then became personnel to supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356 and 1404, state agencies are exempt from the assessment of state sales, use, and excise taxes. Further, state agencies and political subdivisions of the state are exempt from federal excise taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O. S. § 85.40, all travel expenses of supplier must be included in the total acquisition price.
- 5.3** The price of a product offered under the contract shall include and supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on-board customer's destination. No additional fees shall be charged by supplier for standard shipping and handling. If customer requests expedited or special delivery, customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection and Acceptance

- 6.1** Any product or service furnished under the contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid purchase card. All orders and transactions are governed by the terms and conditions of the contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the customer. Notwithstanding any other provision in the contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service. Supplier warrants and represents that a product or deliverable furnished by or through the supplier shall individually, and where specified by supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of 90 days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the supplier shall be repaired or replaced by supplier at no additional cost or expense to the customer if such defect occurs during the warranty period.

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

Pursuant to OAC 260:115-9-1, payment for an acquisition does not constitute final acceptance of the acquisition. If subsequent inspection affirms that the acquisition does not meet or exceed the specifications of the order or that the acquisition has a latent defect, the supplier shall be notified as soon as is reasonably practicable. The supplier shall retrieve and replace the acquisition at supplier's expense or, if unable to replace, shall issue a refund to customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a contract document. Failure to deliver timely may result in liquidated damages as set forth in the applicable contract document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, supplier shall provide staff who are sufficiently experienced and able to perform with respect to any transitional services provided by supplier in connection with termination or expiration of the contract.
- 6.4** Product warranty and return policies and terms provided under any contract document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the contract in accordance with 74 O.S. § 85.44B, which requires that payment be made only after products have been provided and accepted or services rendered and accepted.
- The following terms additionally apply:
- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
 - B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
 - C.** Payment of all fees under the contract shall be due net 45 days. Payment and interest on late payments are governed by 62 O.S. § 34.72. Such interest is the sole and exclusive remedy for late payments by a state agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
 - D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
 - E.** If an overpayment or underpayment has been made to supplier any subsequent payments to supplier under the contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to supplier.
 - F.** Supplier shall have no right of set off.
 - G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six months after the end of the fiscal year in which the goods are provided or services performed.
 - H.** The supplier shall accept payment by purchase card as allowed by Oklahoma law.

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

- 8.1** As a condition of this contract, supplier shall procure at its own expense and provide proof of insurance coverage with the applicable liability limits set forth below, and any approved subcontractor of supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better. Such proof of coverage shall additionally be provided to the customer if services will be provided by any of supplier's employees, agents or

subcontractors at any customer premises and/or if employer vehicles will be used in connection with performance of supplier's obligations under the contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, supplier shall ensure each insurance policy includes a notice of cancellation and includes the state and its agencies as certificate holder and shall promptly provide proof to the state of any renewals, additions or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the contract is a continuing obligation until supplier has no further obligation under the contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for commercial general liability, auto liability and employers' liability. Unless agreed between the parties and approved by the state purchasing director, the minimum acceptable insurance limits of liability are as follows:

- A. Workers' compensation and employer's liability insurance in accordance with and to the extent required by applicable law.
- B. Commercial general liability insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than 2,000,000 per occurrence.
- C. Automobile liability insurance with limits of liability of not less than \$2,000,000 combined single limit each accident.
- D. If the supplier will access, process or store state data, then security and privacy liability insurance, including coverage for failure to protect confidential information and failure of the security of supplier's computer systems that results in unauthorized access to customer data with a limit of not less than \$5,000,000 per occurrence.
- E. Additional coverage required in writing in connection with a particular acquisition.

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

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

9 Compliance With Applicable Laws

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

- A. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. § 81.
- B. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans.
- C. Prospective participant requirements set at 2 CFR part 376 in connection with Debarment, Suspension and other responsibility matters.
- D. 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990.
- E. Anti-Lobbying Law set forth at 31 U.S.C. § 1325 and as implemented at 45 CFR Part 93.

- F.** Requirements of IRS Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein).
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F § 200.500 et seq. with approval and work paper examination rights of the applicable procuring entity.
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System, defined at 25 O.S. § 1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at e-verify.gov.
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.
 - J.** Be registered as a business entity licensed to do business in the state, have obtained a sales tax permit, and be current on franchise tax payments to the state, as applicable.
- 9.2** The supplier's employees, agents and subcontractors shall adhere to applicable customer policies including but not limited to acceptable use of internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the supplier shall adhere to the [State of Oklahoma Information Security Policy, Procedures and Guidelines](http://e-verify.gov) set forth at e-verify.gov. Supplier is responsible for reviewing and relaying such policies covering the above to the supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to customer, the supplier shall maintain all applicable licenses and permits required in association with its obligations under the contract.
- 9.4** In addition to compliance under subsection 9.1 above, supplier shall have a continuing obligation to comply with applicable customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.
- 9.5** The supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the contract of the supplier's obligations under the contract and supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the contract. At the request of the state, supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the contract.
- 9.6** As applicable, supplier agrees to comply with the governor's executive orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the state, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the state.
- 9.7** The execution, delivery and performance of the contract and any ancillary documents by supplier will not, to the best of supplier's knowledge, violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of any written contract or other instrument between supplier and any third party.
- 9.8** Supplier represents that it can pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving supplier has been disclosed in writing to the state and supplier is not aware of any other litigation, claim or threat thereof.

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

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. § 203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. Supplier agrees any pertinent federal or state agency or governing entity of a customer shall have the right to examine and audit, at no additional cost to a customer, all records relevant to the execution and performance of the contract except, unless otherwise agreed, costs of supplier that comprise pricing under the contract.
- 10.2** The supplier is required to retain records relating to the contract for the duration of the contract and for a period of seven years following completion or termination of an acquisition unless otherwise indicated in the contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. § 85.41, if professional services are provided hereunder, all items of the supplier that relate to professional services are subject to examination by the state agency, state auditor and inspector, and the state purchasing director.

11 Confidentiality

- 11.1** The supplier shall maintain strict security of all state and citizen data and records entrusted to it or to which the supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations, and policies and shall use any such data and records only as necessary for supplier to perform its obligations under the contract. The supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. The supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without customer's prior express written permission. Supplier shall instruct all such persons and entities that confidential information shall not be disclosed or used without the customer's prior express written approval except as necessary for supplier to render services under the contract. The supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.
- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to state and citizen data and records to fulfill supplier's duties and obligations under the contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any state or citizen data or records except as required by law or allowed by written prior approval of the customer.
- 11.3** Supplier shall immediately report to the customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any state or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees,

officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonably should have knowledge. The supplier shall also promptly furnish to customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the customer in investigating or preventing the reoccurrence of such event in the future. The supplier shall cooperate with the customer in connection with any litigation and investigation deemed necessary by the customer to protect any state or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of state or citizen data or records including but not limited to credit monitoring services with a term of at least three years, all notice-related costs and toll free telephone call center services.

- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of state or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any state data or records to others may cause immediate and irreparable harm to the customer and certain beneficiaries and may violate state or federal laws and regulations. If the supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the contract, the customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
- 11.6** The supplier shall immediately forward to the state purchasing director, and any other applicable person listed in the Notices section of the contract, any request by a third party for data or records in the possession of the supplier or any subcontractor or to which the supplier or subcontractor has access and supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.
- 11.7** Customer may be provided access to supplier's confidential information. State agencies are subject to the Oklahoma Open Records Act and supplier acknowledges information marked confidential will be disclosed to the extent permitted under the Open Records Act and in accordance with this contract.
- 11.8** Except for information deemed confidential by the state pursuant to applicable law, rule, regulation or policy, the parties agree contract terms and information are not confidential and are disclosable without further approval of or notice to the supplier.

12 Conflict of Interest

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

13 Assignment and Permitted Subcontractors

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

notice shall be delivered timely and contain details sufficient for affected customers to perform payment obligations without any delay caused by the assignment.

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

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

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

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

14 Background Checks and Criminal History Investigations

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

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by

supplier under the contract infringes that party's patent, intellectual property, copyright or other property right, supplier shall enable each affected customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or reperform or redeliver in the case of a service, with at least a functional noninfringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the supplier determines that none of these alternatives are reasonably available, the state shall return such portion of the product or deliverable at issue to the supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by supplier.

16 Indemnification

16.1 State Shall Not Indemnify

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

16.2 Acts or Omissions

- A.** Supplier shall defend and indemnify the indemnified parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of or resulting from any action or claim for bodily injury, death or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the supplier or its agents, employees, or subcontractors in the execution or performance of the contract.
- B.** To the extent supplier is found liable for loss, damage or destruction of any property of customer due to negligence, misconduct, wrongful act or omission on the part of the supplier, its employees, agents, representatives or subcontractors, the supplier and customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to and is payable by supplier 60 days after the date of supplier's receipt of an invoice for the negotiated settlement amount.

16.3 Infringement

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

16.4 Notice and Cooperation

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

16.5 Coordination of Defense

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

16.6 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the contract, neither the state nor any customer shall be liable to supplier for lost profits, lost sales or business expenditures, investments or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the contract, no provision shall limit damages, expenses, costs, actions, claims and liabilities arising from or related to property damage, bodily injury or death caused by supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the contract will apply regardless of whether customer has accepted a product or service. The parties agree that supplier has set its fees and entered into the contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

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

17.2 Upon receipt of notice of a termination, supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been

accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to supplier in the form of prepaid fees that are unused when the contract or certain obligations are terminated shall be refunded.

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

18 Termination for Cause

- 18.1** Supplier may terminate the contract if (i) it has provided the state with written notice of material breach, and (ii) the state fails to cure such material breach within 30 days of receipt of written notice. If there is more than one customer, material breach by a customer does not give rise to a claim of material breach as grounds for termination by supplier of the contract as a whole. The state may terminate the contract in whole or in part if (i) it has provided supplier with written notice of material breach, and (ii) supplier fails to cure such material breach within 30 days of receipt of written notice. Any partial termination of the contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the contract that are not terminated.
- 18.2** The state may terminate the contract in whole or in part immediately without a 30-day written notice to supplier if (i) supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to supplier's performance or obligations under the contract; (ii) supplier's material breach is reasonably determined to be an impediment to the function of the state and detrimental to the state or to cause a condition precluding the 30-day notice; or (iii) when the state determines that an administrative error in connection with award of the contract occurred prior to contract performance.
- 18.3** The state may terminate the contract if the scope includes public relations (PR) vendor services and the supplier, or supplier's employee, violate the lobbying clause. PR vendor services is defined to include a contract for public relations, marketing or communication services. The state may immediately terminate the contract with no more than a 10-day notice under this section.
- 18.4** Upon receipt of notice of a termination, supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to supplier in the form of prepaid fees that are unused when the contract or certain obligations are terminated shall be refunded. Termination of the contract under this section, in whole or in part, shall not relieve the supplier of liability for claims arising under the contract.
- 18.5** The supplier's repeated failure to provide an acceptable product or service; supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a customer's rights or obligations under the contract (except as required by a governmental authority); actual or anticipated failure of supplier to perform its obligations under the contract; supplier's inability to pay its debts when due; assignment for the benefit of supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of supplier shall constitute a material breach of the supplier's obligations, which may result in partial or whole termination of the contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure

to adhere to the contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-1 is an example.

19 Termination for Convenience

- 19.1** The state may terminate the contract, in whole or in part, for convenience if it is determined that termination is in the state's best interest. In the event of a termination for convenience, supplier will be provided at least a 30-day written notice of termination. Any partial termination of the contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory nor to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to supplier in the form of prepaid fees that are unused when the contract or certain obligations are terminated shall be refunded. Termination of the contract under this section, in whole or in part, shall not relieve the supplier of liability for claims arising under the contract.

20 Suspension of Supplier

- 20.1** Supplier may be subject to suspension without advance notice and may additionally be suspended from activities under the contract if supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to supplier's performance or obligations under the contract.
- 20.2** Upon receipt of a notice pursuant to this section, supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by supplier, the suspension does not relieve an obligation to pay for the product or service, but there shall not be any liability for further payments ordinarily due under the contract during a period of suspension or suspended activity or for any damages or other amounts caused by or associated with such suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to supplier in the form of prepaid fees attributable to a period of suspension or suspended activity shall be refunded.
- 20.3** Such suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such a resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

22 Certification Regarding state Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the supplier certifies that no person involved in any manner in the development, approval or negotiation of the contract, including change orders, extensions, renewals or amendments, while

employed by the state shall be employed or given anything of value to fulfill any services provided under the contract.

23 Force Majeure

- 23.1** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.
- 23.2** Subject to the conditions set forth above, nonperformance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of customer. Supplier is not entitled to payment for products or services not received; therefore, amounts payable to supplier during the force majeure event shall be equitably adjusted downward.
- 23.3** Notwithstanding the foregoing or any other provision in the contract, (i) the following are not a force majeure event under the contract: (a) shutdowns, disruptions or malfunctions in supplier's system or any of supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to supplier's systems or (b) the delay or failure of supplier or subcontractor personnel to perform any obligation of supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event; and (ii) no force majeure event modifies or excuses supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

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

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

25 Notices

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

If sent to the state:

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

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

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

26

Miscellaneous

26.1 Choice of Law and Venue

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

26.2 Employment Relationship

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

26.3 Transition Services

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

26.4 Publicity

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

26.5 Open Records Act

Supplier acknowledges that all state agencies and certain other customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. § 24A-1 et seq. Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the act is required. Nothing herein is intended to waive the state purchasing director's authority under OAC 260:115-3-9 in connection with bid information requested to be held confidential by a bidder.

Notwithstanding the foregoing, supplier confidential information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of supplier confidential information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) pricing provided to the state. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of supplier confidential information, provided that the customer provides reasonable written notice, pursuant to contract notice provisions, to the supplier so that the supplier may promptly seek a protective order or other appropriate remedy.

26.6 Failure to Enforce

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

26.7 Mutual Responsibilities

- A.** No party to the contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without express written consent by the other party.
- B.** The contract is a nonexclusive contract, and each party is free to enter into similar agreements with others.
- C.** The customer and supplier each grant the other only the licenses and rights specified in the contract and all other rights and interests are expressly reserved.
- D.** The customer and supplier shall reasonably cooperate with each other and any supplier to which the provision of a product and/or service under the contract may be transitioned after termination or expiration of the contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent or similar action by a party is required under the contract, such action shall not be unreasonably delayed or withheld.

26.8 Invalid Term or Condition

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

26.9 Severability

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

26.10 Section Headings

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

26.11 Sovereign Immunity

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

26.12 Survival

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

26.13 Entire Agreement

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

26.14 Gratuities

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

26.15 Import/Export Controls

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

Exhibit 5 Scope of Work

EV00000920

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

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

- Validation (7/1/2026-10/1/2026)
 - Must review and confirm or correct flow data from the previous survey
- Ongoing Coordination (7/1/2026-10/1/2027)
 - Must conduct monthly virtual meetings with OWRB and ODEQ staff
 - May be dropped to optional meetings during 10/26-12/26
 - Must provide a monthly progress report
 - Optional: Up to two meetings with other interested parties
- Data Collection (1/1/2027-10/1/2027)
 - Must collect Needs data from responding Entities
 - Must distribute the Small Communities Form to small communities
- Community Engagement (1/1/2027-10/1/2027)
 - Will send initial email and phone call to all Entities for Needs
 - Will follow up with non-responsive Entities with a second email and phone call
 - Email must be sent through OWRB-assigned email address
 - Phone calls must be conducted via OWRB number
 - Must ensure Municipal Separate Storm Sewer Systems community data is captured
- Submission (1/1/2027-10/1/2027)
 - Must submit to EPA's Data Entry Portal by the deadline specified by the EPA

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

Jennifer Wasinger

June 17, 2026

Name

Date

Oklahoma Water Resources Board - 2027 Clean Watershed Needs Survey

Background

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

Purpose

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

Clean Watershed Needs Survey Approach

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

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



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

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



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

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



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

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



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

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



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

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

DELIVERABLES



TASK 2: CWNS Coordination and Oversight

- Monthly One-Page Reports



TASK 4: Community Engagement

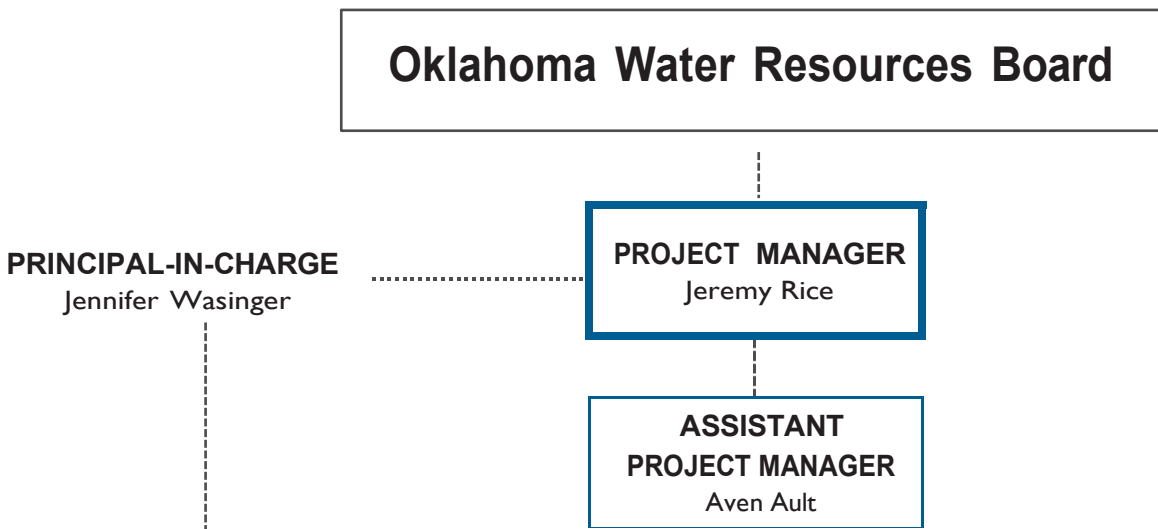
- Summary Memo of Engagement Activities



TASK 5: Submittal

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

Organizational Chart



MAJOR WORK AREAS

OUTREACH LEAD
OK Alliance Consultants
JR Welch
Carly Cordell

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

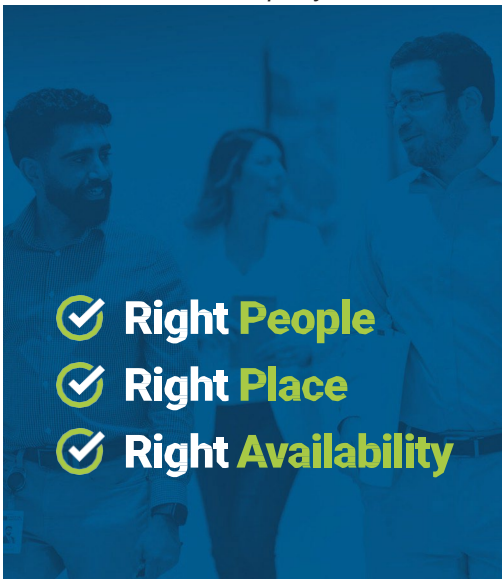
**ENGINEERING/COST
ESTIMATING**
Diana Perry, PE

WATERSHED EVALUATION
Jay Robinson

SRF COORDINATION
Kate Burum

MS4/STORMWATER
Austin Dugger, PE, CFM

 denotes third-party subcontractor



- ✓ **Right People**
- ✓ **Right Place**
- ✓ **Right Availability**

Choosing a Project Team

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

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

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



Jennifer Wasinger

Principal-in-Charge

EXPERIENCE

32 years

EDUCATION

MS, Environmental Science,
Oklahoma State University

Bachelor of General
Studies, Environmental
Science, University of
Kansas

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

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

RELEVANT PROJECT EXPERIENCE

Clean Watershed Needs Survey | Oklahoma Water Resources Board | Client Representative

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

Drinking Supply Infrastructure Need | Oklahoma Water Resources Board | Senior Advisor

As a subconsultant, FNI performed a water supply and infrastructure needs survey to collect information on local water use (gallons per capita per day), water supply, and water infrastructure.

Comprehensive State Flood Plan | Oklahoma Water Resources Board | Client Representative

FNI supported the development of Oklahoma's first state flood plan by coordinating project lists, collecting

historic flood data, conducting outreach, identifying funding opportunities and contributing to plan development, including a searchable flood plan dashboard and legislative and public policy recommendations.

Comprehensive Stormwater Master Plan | City of Midwest City | Principal-in-Charge

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



Jennifer's Experience At-A-Glance

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



Jeremy Rice

Project Manager

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

EXPERIENCE

20 years

EDUCATION

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

BS, Renewable Natural Resources, Texas A&M University

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

RELEVANT PROJECT EXPERIENCE

Clean Watershed Needs

Survey | Oklahoma Water Resources Board | Project Manager

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

Commerce. He played a key role in gathering and synthesizing data from each party, offering strategic insights that directly influenced the success of the resulting dashboard. His leadership helped shape the plan's development and supported the delivery of a comprehensive, user-friendly tool for public and legislative engagement.

Cherokee Nation Drought Resilience Study | Cherokee Nation | Assistant Project Manager

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

Drinking Supply Infrastructure Need | Oklahoma Water Resources Board | Project Manager

As a subconsultant, FNI performed a water supply and infrastructure needs survey to collect information on local water use (gallons per capita per day), water supply, and water infrastructure.



Jeremy's Experience At-A-Glance

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



Aven Ault

Assistant Project Manager

EXPERIENCE

5 years

EDUCATION

MS, Hydrology and Water Security, The University of Oklahoma

BS, Environmental Science, Grand Canyon University

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

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

RELEVANT PROJECT EXPERIENCE

Clean Watershed Needs Survey | Oklahoma Water Resources Board | Database and Outreach Team

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

Bentonville Water Utility Overarching Capital Improvement Plan | City of Bentonville, AR | CIP Workbook Lead

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

Drinking Supply Infrastructure Need | Oklahoma Water Resources Board | Database Team Lead

As a subconsultant, FNI performed a water supply and infrastructure needs survey to collect information on local water use (gallons per capita per day), water supply, and water infrastructure.

Comprehensive Stormwater Master Plan | City of Midwest City | Watershed Plan Team Lead

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

Water Supply Augmentation for Southwest Oklahoma | Lugert-Altus Irrigation District | Assistant Project Manager

FNI is evaluating existing and future water demands, assessing current groundwater and surface water availability and identifying and analyzing potential strategies such as conservation, new supply sources, alternative water supplies and inter-basin transfers. FNI is also preparing technical memorandums, a comprehensive report and presentations documenting needs, alternatives and recommended implementation strategies.



Aven's Experience At-A-Glance

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



Walter Chandler EIT

Database/Dashboard/Data Visualization

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

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

EXPERIENCE

6 years

EDUCATION

MS, Environmental Science,
University of Oklahoma

BS, Environmental
Sustainability, University of
Oklahoma

REGISTRATION

Engineer Intern, OK #16698

RELEVANT PROJECT EXPERIENCE

Clean Watershed Needs Survey | Oklahoma Water Resources Board | Staff Team

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

at public meetings, and developing and submitting project deliverables on time.

Drinking Supply Infrastructure Need | Oklahoma Water Resources Board | Assistant Project Manager

As a subconsultant, FNI performed a water supply and infrastructure needs survey to collect information on local water use (gallons per capita per day), water supply and water infrastructure.

Cherokee Nation Drought Resilience Study | Cherokee Nation | Project Manager

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

Comprehensive State Flood Plan | Oklahoma Water Resources Board | Staff Team

FNI supported the development of Oklahoma's first state flood plan by coordinating project lists, collecting historic flood data, conducting outreach, identifying funding opportunities and contributing to plan development, including a searchable flood plan dashboard and legislative and public policy recommendations.



Walter's Experience At-A-Glance

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



Diana Perry PE

Engineering/Cost Estimating

EXPERIENCE

26 years

EDUCATION

BS, Biosystems and
Agricultural Engineering,
Oklahoma State University

REGISTRATION

Professional Engineer, OK
#PE 22172



Diana's Experience At-A-Glance

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

**prior to joining FNI*

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

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

RELEVANT PROJECT EXPERIENCE

Small Watershed Program* | Natural Resources Conservation Service - Oklahoma | State Conservation Engineer

Diana provided project management and engineering oversight for 2,107 small watershed dams across Oklahoma. She led structural program activities, including coordination of detailed surveys, design of rehabilitation and repair projects, review and concurrence of rehabilitation and new watershed plans and specifications, construction management and dam hazard classification reviews.

Sanitation Facility Construction/ Water and Wastewater Infrastructure* | Supervisory Environmental Engineer

Diana directed and coordinated planning, design, engineering, environmental compliance and construction management for water and wastewater infrastructure projects serving six Native American tribes in North Central Oklahoma. She managed multiple concurrent projects with budgets exceeding \$3 million, maintaining technical quality, regulatory compliance and timely delivery.

Dam Outlet Works 24-Inch Sleeve Valve Replacement | Fort Cobb Reservoir Master Conservancy District | Project Engineer

FNI is assessing the current structural, mechanical and hydraulic conditions of an existing vertical sleeve valve used to modulate the pressure inside the raw water supply pipeline. FNI is also providing detailed design, bidding, construction and inspection services for the project.

Seminole #7 Water Supply and Treatment Improvements | Tri-County Rural Water District #2 | Project Engineer

FNI is providing services to analyze transmission, treatment and distribution improvements required to accommodate water productions from the District's two additional wells.

Wastewater Main Extension Along Hwy 81 | City of Comanche | Project Manager

FNI is providing survey, design and preparation of plans, specifications and contract documents for a wastewater main extension along Highway 81, including bid phase support and construction phase general representation.



Austin Dugger PE, CFM

MS4/Stormwater

EXPERIENCE

11 years

EDUCATION

BS, Civil Engineering,
Oklahoma State University

REGISTRATION

Professional Engineer, OK
#32975

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



Austin's Experience At-A-Glance

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

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

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

RELEVANT PROJECT EXPERIENCE

Comprehensive State Flood Plan | Oklahoma Water Resources Board | Stormwater Engineer

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

Comprehensive Stormwater Master Plan | City of Midwest City, OK | Project Manager

FNI is developing a comprehensive stormwater master plan to determine the needs, costs and priorities associated with current and projected stormwater quantity and quality issues throughout the City, including drainage system condition assessment, development

of drainage models, development of a new drainage criteria design manual, CIP planning and financial and asset planning.

Citywide Master Drainage Plan | City of El Reno, OK | Project Manager

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

Stormwater Design Projects | City of El Reno, OK | Project Manager

FNI is supporting the City in delivering three high-priority drainage projects identified through the recently completed Master Drainage Plan, which will provide critical infrastructure improvements to reduce flood risk and improve community resilience.



Jay Robinson

Watershed Evaluation

EXPERIENCE

24 years

EDUCATION

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



Jay's Experience At-A-Glance

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

**prior to joining FNI*

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

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

RELEVANT PROJECT EXPERIENCE

Divide Loop Road Environmental Assessment* | Choctaw Nation of Oklahoma | Project Manager

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

HUD-Funded Projects (CDBG)* | Various Municipalities | Project Manager

Jay led the pursuit and delivery of NEPA documentation and biological studies for 12 federally funded linear projects, working closely with the sponsor to define the scope, negotiate the budget and schedule, and explain how his team's HUD-funded experience would support the grant timelines. He managed NEPA document preparation and biological analyses across all 12 projects, coordinating staff and

subconsultants so technical work complied with 24 CFR 50.4, 55, 58.5 and 58.1(b).

Project Reconnaissance Data Collection* | Oklahoma Department of Transportation | Project Manager

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



Kate Burum

SRF Coordination

EXPERIENCE

19 years

EDUCATION

Juris Doctor, Law,
University of Oklahoma

Bachelor of Business
Administration,
International Business,
University of Oklahoma

REGISTRATION

Environmental, Bonds, OK
#21122



Kate's Experience At-A-Glance

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

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

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

RELEVANT PROJECT EXPERIENCE

Comprehensive State Flood Plan | Oklahoma Water Resources Board | Funding Assistance

FNI supported the development of Oklahoma's first state flood plan by coordinating project lists, collecting historic flood data, conducting outreach, identifying funding opportunities and contributing to plan development, including a searchable flood plan dashboard and legislative and public policy recommendations.

Overholser Dam Structural Stability Improvements | City of Oklahoma City, OK | Funding Assistance

FNI performed a comprehensive engineering evaluation of Overholser Dam and is designing Phase I of the rehabilitation improvements. FNI helped the city obtain FEMA grant funding and OWRB funding for Phase I construction.

Brook Run Park Stream Restoration Concept Design and Grant Application | City of Dunwoody, GA | Funding Assistance

FNI provided overall project management, developed the grant application, collected data and conducted a field assessment.

Beauty Street and Toria Drive Culvert Replacements | City of Statesville, NC | Funding Assistance

FNI is providing a feasibility analysis, the design, and permitting to replace two single-access culvert crossings over a FEMA-regulated stream.

Oklahoma Infrastructure Needs Surveys

Does your community have infrastructure that is outdated or in need of repair? The Oklahoma Water Resources Board needs help identifying and documenting future water infrastructure projects. Submit your community's needs and cost documentation using the links below.

Clean Watershed Needs Survey

Oklahoma Water Resources Board

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

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

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

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

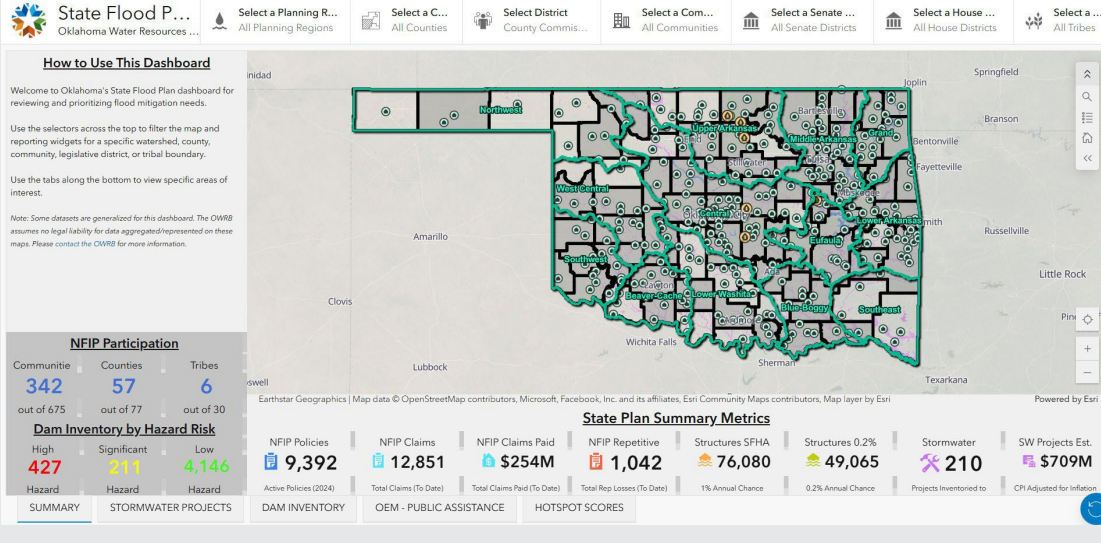
Once the data is collected, along with the supporting documentation, FNI will review all submitted documents and data to identify needs, projects, and costs to be included in the CWNS. This will include the process of annotating documents following USEPA guidance to identify eligible needs. All of this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

LOCATION

Oklahoma City, Oklahoma

TEAM MEMBERS

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



Services Provided

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

Comprehensive State Flood Plan

Oklahoma Water Resources Board

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

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

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

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

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

projects to the preliminary engineering phase.

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

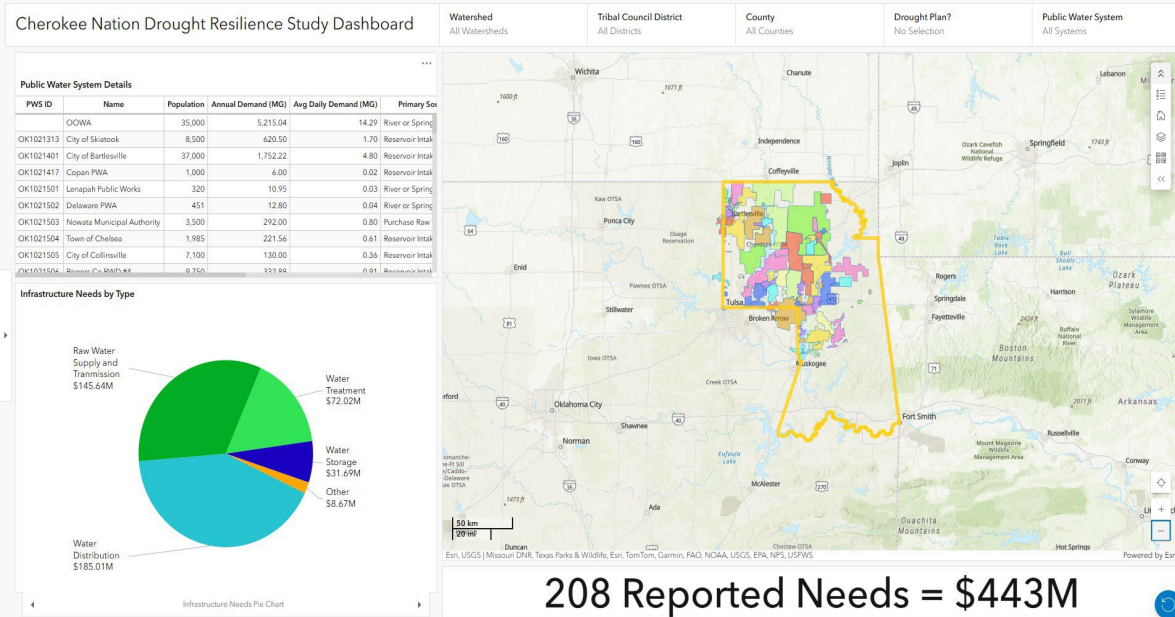
FNI also developed a list of 10 legislative and public policy recommendations for the OWRB to use in future legislative funding efforts. These recommendations were designed to enhance the state's federal funding requests and inform elected officials.

LOCATION

Oklahoma City, Oklahoma

TEAM MEMBERS

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



Services Provided

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

Cherokee Nation Drought Resilience Study

Cherokee Nation

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

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

The study focused on four primary objectives:

- Identify public water systems within the Nation that serve populations of fewer than 10,000 for inclusion in the analysis. Examine and rank watersheds within the Nation to determine the five most drought-prone watersheds for study focus.

- Assess the condition and infrastructure needs of water systems with emphasis on systems within the identified focus watersheds.
- Identify existing surface and groundwater supplies that are drought resilient, given current and potential future climate variability.

Projected future water demands were compared against existing and future water supply on a utility-by-utility basis.

- Evaluate identified drought planning options, such as demand management, increased supply resilience and drought resilient supplies. Develop cost estimates for each utility to mitigate impacts.

LOCATION

Tahlequah, Oklahoma

TEAM MEMBERS

- Jeremy Rice
- Aven Ault
- Walter Chandler
- **OK Alliance Consultants**

Services Provided

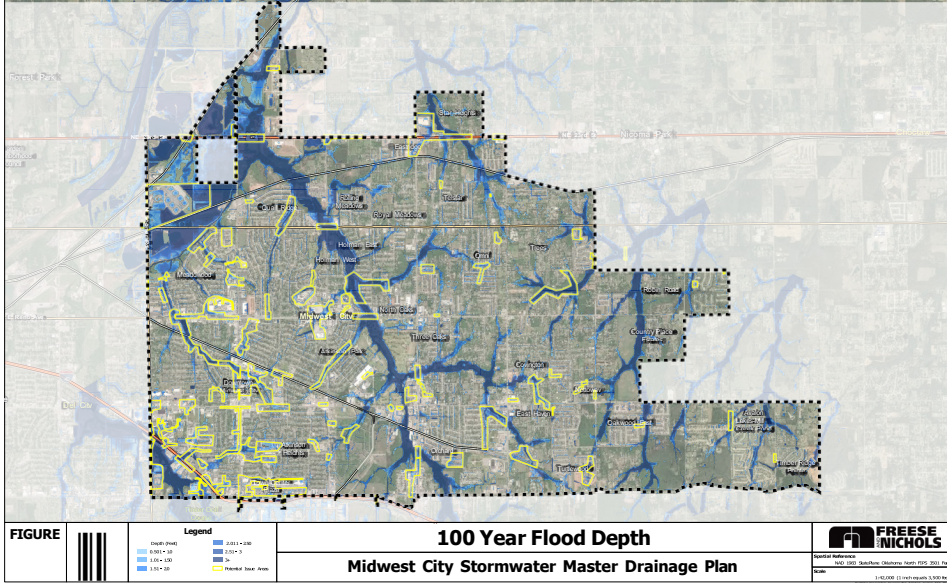
- Funding Alternatives
- Asset Inventory
- Drainage Analysis
- Flood Mitigation Alternatives
- Project Prioritization/CIP
- GIS Services
- Drainage Criteria Manual Development

LOCATION

Midwest City, Oklahoma

TEAM MEMBERS

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



Comprehensive Stormwater Master Plan

City of Midwest City, Oklahoma

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

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

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

in greater detail, explore the root causes of flooding, and develop feasible, cost-effective solutions.

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



Lake Thunderbird Data Analysis and Plan Updates

Municipal Separate Storm Sewer System

Various Communities Across Oklahoma

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

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

FNI has also provided detailed water quality data review and modeling to help communities better understand pollutant loading and prioritize improvement strategies and BMP selection. Using recent monitoring data, our team has assisted cities with the evaluation of compliance progress, updated compliance and monitoring plans, and identified

sub-watersheds with greater influence on nutrient and sediment loading so clients could better focus resources on the most effective structural and non-structural BMPs.

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

Executive Summary and Company Information

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

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

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

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

1894

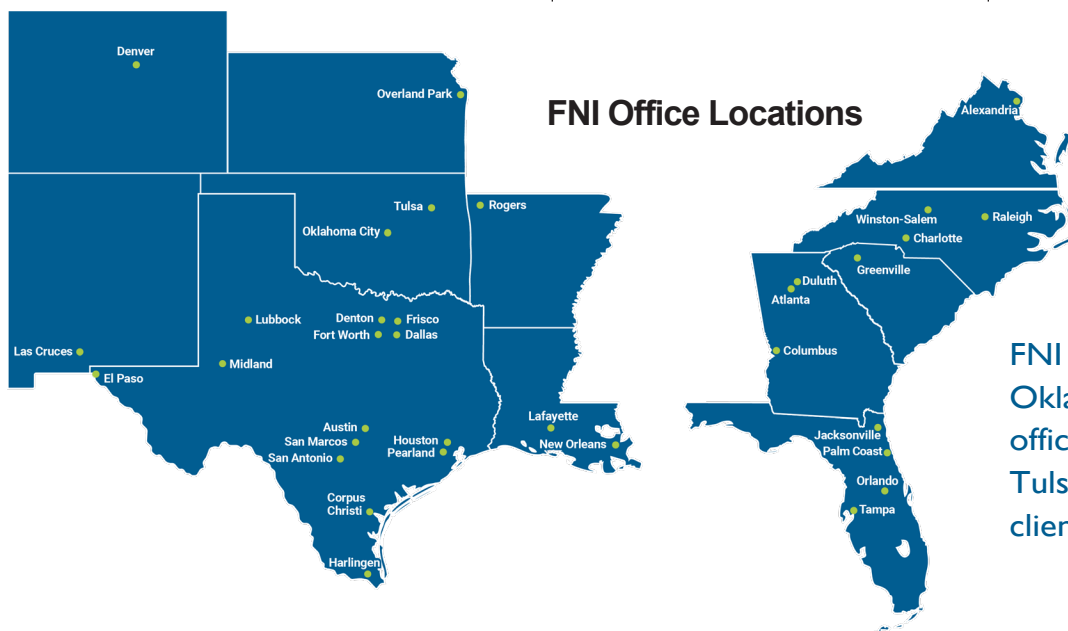
Year company was founded

1,400

Multi-discipline professionals

30+

Offices nationwide



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

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

Exhibit 2
EV00000920
Price Sheet

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

Table 1: Total Price

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

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

Table 2: Breakdown of Hours

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

*Provide the title for each employee and estimated hours

Table 3: Value Add

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

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

Table 4: Renewal

Renewal Options		
Initial Price	Year 1	Total
\$	\$	\$

Table 5

Grand Total
\$ 312,117

Attachment E-2 Value Add Offerings

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

GIS Services: \$21,959.00

Exhibit 4: Third Party Supplier Information				
Instructions: If a third-party vendor or subcontractor is included as part of a submitted Bid, the following information is required per Bidders Instructions, section 7.12.				
Third-party vendor or subcontractor name:	3rd Party Company Summary	Relationship to Bidder	Clients for which the two entities have worked together	Products and/or services proposed to be provided by the third-party vendor and how those products and/or services interface with the Bidder's solution
Name: Oklahoma Alliance Consultants	OKAC provides water and wastewater consulting services nationwide across public, private, and tribal sectors, partnering with customers and state, federal, and industry stakeholders to support regulatory compliance and change.	Subconsultant	Cherokee Nation	Community Outreach
Name:				
Name:				
Name:				
Name:				

Binder1

Final Audit Report

2026-07-09

Created:	2026-07-08
By:	Yohanes Sugeng (yohanes.sugeng@owrb.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAde_dQdc24_agspRIWO3AjR3WTeaoSd8x

"Binder1" History

-  Document created by Yohanes Sugeng (yohanes.sugeng@owrb.ok.gov)
2026-07-08 - 9:27:41 PM GMT- IP address: 104.28.23.246
-  Document emailed to Lori Johnson (lori.johnson@owrb.ok.gov) for signature
2026-07-08 - 9:29:35 PM GMT
-  Email viewed by Lori Johnson (lori.johnson@owrb.ok.gov)
2026-07-08 - 9:29:51 PM GMT- IP address: 34.236.55.96
-  Document e-signed by Lori Johnson (lori.johnson@owrb.ok.gov)
Signature Date: 2026-07-09 - 6:06:25 PM GMT - Time Source: server- IP address: 104.28.24.69 - Signature Appearance Selected: DRAW
-  Document emailed to Anil Pillai (anil.pillai@owrb.ok.gov) for signature
2026-07-09 - 6:06:31 PM GMT
-  Email viewed by Anil Pillai (anil.pillai@owrb.ok.gov)
2026-07-09 - 6:06:49 PM GMT- IP address: 44.223.158.113
-  Document e-signed by Anil Pillai (anil.pillai@owrb.ok.gov)
Signature Date: 2026-07-09 - 6:08:47 PM GMT - Time Source: server- IP address: 104.28.152.246 - Signature Appearance Selected: IMAGE
-  Document emailed to Jessica Billingsley (jessica.billingsley@owrb.ok.gov) for signature
2026-07-09 - 6:08:51 PM GMT
-  Email viewed by Jessica Billingsley (jessica.billingsley@owrb.ok.gov)
2026-07-09 - 6:09:02 PM GMT- IP address: 44.218.71.202
-  Document e-signed by Jessica Billingsley (jessica.billingsley@owrb.ok.gov)
Signature Date: 2026-07-09 - 7:00:33 PM GMT - Time Source: server- IP address: 99.90.18.57 - Signature Appearance Selected: IMAGE
-  Document emailed to Sara Gibson (sara.gibson@owrb.ok.gov) for signature
2026-07-09 - 7:00:38 PM GMT

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

2026-07-09 - 7:00:51 PM GMT- IP address: 54.157.135.212

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

Signature Date: 2026-07-09 - 8:00:53 PM GMT - Time Source: server- IP address: 104.28.23.243 - Signature Appearance Selected: DRAW

 Agreement completed.

2026-07-09 - 8:00:53 PM GMT

AGENDA ITEM 3D(7)

MEMORANDUM

WITH: Oklahoma Department of Emergency Management

PURPOSE: Memorandum of Understanding (or Agreement) between the Oklahoma Water Resources Board and the Oklahoma Department of Emergency Management to develop policies and rules related to the Oklahoma Safeguarding Tomorrow Revolving Loan Fund (STRLF).

AMOUNT: FY2026/27

INTERAGENCY AGREEMENT

THIS AGREEMENT, dated for convenience of reference as of the 1st day of July, 2026 but to be effective as provided herein, by and between the Oklahoma Water Resources Board, hereinafter referred to as "Board", an agency of the State of Oklahoma created and existing pursuant to 82 O.S. § 1085.1, and the Oklahoma Department of Emergency Management, hereinafter referred to as "Department", an agency of the State of Oklahoma organized and existing pursuant to 82 O.S. § 861 et seq. as amended.

WHEREAS, 82 O.S., §§1085.91 through 1085.96 an additional financial assistance program was created to be administered by the Board and the Department to implement provisions of the federal Robert T. Stafford Disaster Relief and Emergency Assistance Act; and

WHEREAS, the Department is to generally carry out the role of prioritizing hazard mitigation projects and conducting technical analysis and review of eligible entities and hazard mitigation projects; and

WHEREAS, The Board is to generally carry out the role of conducting financial evaluations and analyses of eligible entities, reviewing documents for loan closings, and managing and administering monies in the Hazard Mitigation Financial Assistance Program Fund to make monies available for financial assistance; and

WHEREAS, pursuant to 82 O.S. §1085.2(2) the Board is authorized to make such contracts as in the judgment of the Board are necessary or convenient to the exercise of any of the powers conferred upon it by law; and

WHEREAS, this Agreement is further authorized by 74 O.S. § 581.

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

1. **SERVICES TO BE PROVIDED BY DEPARTMENT.** The Department shall complete the work and services ascribed to it in "OEM/OWRB Interagency Scope of Work for Oklahoma Safeguarding Tomorrow Revolving Loan Fund (STRLF) Administrative and Programmatic Framework" attached hereto and incorporated by reference herein, in accordance with a schedule to be developed by representatives of the parties.
2. **COMPENSATION BY BOARD TO DEPARTMENT.** The Board shall pay and reimburse the Department for services performed and costs incurred in the performance of this Agreement, provided the total amount shall not exceed Seventy-Five Thousand Dollars (\$75,000) for the entire term hereof. Payments shall be made according to the following procedures:
 - a. The Department shall prepare, at minimum, quarterly invoices and submit the same to the Board on or before the 20th day of October 2026, December 2026, March 2027, and June 2027. The invoices shall request payment associated with completion of the task indicated in the Workplan. The invoices shall detail all

services performed and costs incurred during the previous quarter and shall itemize the following information, if applicable to this Agreement: (i) labor rate with position title and hours worked; (ii) material markup percentage, (iii) equipment rate with hours utilized, (iv) quantity and type of material with unit cost, and (v) other miscellaneous expenses (e.g. hotel, meals, mileage, airfare, etc.) The Department shall provide sufficient documentation with each invoice to demonstrate the task has been achieved and supports the amounts requested. If unacceptable in form, the Board will return the same to the Department with reason(s) for rejection.

- b. The Board will process and pay the invoice within forty-five (45) days after the date the invoice is received and accepted by the Authority.
3. **TERM; EXTENSION; TERMINATION.** Subject to the provisions of this paragraph no. 3, this Agreement shall be effective from July 1, 2026 through June 30, 2027. This Agreement may be extended, renewed or modified at any time upon such written terms and conditions as the parties may approve and execute with the same formalities as this Agreement. This Agreement may be terminated by either party for any reason, upon the occurrence of a "Termination Date" which is thirty (30) or more days after the terminating party delivers to the other party a written notice of termination specifying such Termination Date.
4. **AUDIT.** The Board will, at all times during the term of this Agreement and for a period of five (5) years after completion of this Agreement, maintain and make available for inspection and audit by the Authority and/or the Oklahoma State Auditor, all books, supporting documents, accounting procedures, practices, and all other items relevant to the Agreement.
5. **WORKERS COMPENSATION.** The Department agrees, acknowledges and warrants that it currently provides, and shall continue to provide, in full force and effect during the duration of this Agreement, such workers' compensation insurance and/or liability coverage otherwise as is due, sufficient and required by law (including, but not limited to 85 O.S. § 1 et seq.) and as may be necessary to meet and satisfy any and all acts incidental to the work and services to be or as may be provided and performed by the Board hereunder.
6. **INDEMNITY.** The Board and Department mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. 2001 § 151 *et seq.*). The Board and Authority hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents, or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of

investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation, or exception which may be provided by the Governmental Tort Claims Act.

7. **ASSIGNMENT.** Department will not assign or otherwise transfer any duties to be performed under this Contract without the prior written consent of Board. Even if agreed to by Board, any assignment by Department will not relieve Department of its obligations under this Agreement.
8. **NO PARTNERSHIP OR JOINT VENTURE.** This Agreement will not be construed as, nor given the effect of, creating a joint venture, partnership, affiliation, or association that would otherwise render the Parties liable as partners, agents, or employer-employee or otherwise create any joint and several liability.
9. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties relative to the work described herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to the subject matter herein are superseded.
10. **TIME OF THE ESSENCE.** The parties agree that the time is of the essence of each and every obligation set forth in this Agreement.

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

OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT

Annie Mack Vest Jul 8, 2026
Annie Vest _____
Executive Administration Date

ATTEST:

John R Dean Jul 8, 2026
John Dean, Chief Operations Officer _____
Date

OKLAHOMA WATER RESOURCES BOARD

Tom Gorman, Chairman Date

ATTEST:

Heather McCall, Secretary Date

(SEAL)

OEM/OWRB INTERAGENCY SCOPE OF WORK (SOW)

Project Title: Oklahoma Safeguarding Tomorrow Revolving Loan Fund (STRLF) Administrative and Programmatic Framework

Pass-Through/Funding Entity: Oklahoma Water Resources Board (OWRB)

Programmatic Lead Agency: Oklahoma Department of Emergency Management (OEM)

Total Funding Allocation: \$75,000.00

1. Objective and Scope

OEM will utilize the \$75,000.00 administrative capitalization allocation to design, draft, and codify the comprehensive programmatic, legal, and operational infrastructure required to manage the STRLF. This framework will shift Oklahoma from a reactive mitigation stance to an effects-based, proactive strategy, ensuring local and rural communities can access low-interest loans to secure critical infrastructure and stabilize Community Lifelines. All tasks listed below will be actioned and codified by representatives from each organization (OEM and OWRB).

2. Task Breakdown & Deliverables

Task 1: Legal & Administrative Rule Review

- Activities: Review and draft updates for OEM-specific Oklahoma statutes and administrative rules to ensure seamless integration with OWRB's finalized rules.
- Deliverables: Written statutory/rule amendment or deconfliction recommendations ready for legislative and or individual agency review.

Task 2: Strategic Plan Alignment & Priority Setting

- Activities: Verify continuous maintenance and potential enhancement of the FEMA-approved State Hazard Mitigation Plan. Establish clear loan fund evaluation criteria favoring projects that mitigate cascading infrastructure impacts within each agency's purview.
- Deliverables: STRLF Loan Priority Matrix aligned and de-conflicted with the State Hazard Mitigation Plan, the OWRB State Flood and Drought Plans.

Task 3: Application, Selection, and IUP/PPL Development

- Activities: Build out the structural templates required by FEMA for STRLF execution. This includes creating a public-facing Project Priority List (PPL) template and the initial draft of the State's Intended Use Plan (IUP) defined by OEM and OWRB.
- Deliverables: Ready-to-publish PPL template; Initial Draft IUP Framework.

Task 4: Standard Operating Procedures (SOPs) & Compliance Protocols

- Activities: Establish internal SOPs for intake, technical application evaluation, joint working group selection processes, and long-term project monitoring/compliance to satisfy federal auditing.
- Deliverables: Operational STRLF Sub-applicant Processing and Compliance Manual.

Task 5: Outreach, Communications, & Interagency Finalization

- Activities: Create educational and public marketing toolkits targeted at small, rural, and underserved political subdivisions. Finalize the long-term formal Interagency Agreement detailing the operational handoffs between OWRB (financial manager) and OEM (programmatic manager).
- Deliverables: Local Application Outreach Toolkit; Executed Long-Term OWRB/OEM Interagency Agreement.

PROJECT BUDGET

To maximize the \$75,000.00 allocation, funding will be distributed across personnel time (dedicated to rule drafting and template creation), specialized contractual support for programmatic design, and community outreach development.

Budget Category	Description / Justification	Total Cost
Personnel & Fringe	Direct hours for OEM Resilience & Mitigation staff to draft SOPs, rules, and coordinate statutory alignment.	\$30,000.00

Budget Category	Description / Justification	Total Cost
Contractual Services	Retaining technical/planning experts to assist in formatting the formal IUP, PPL templates, and technical review metrics to meet strict FEMA criteria.	\$35,000.00
Supplies & Outreach	Development, digital publishing, and distribution of toolkits and informational materials for local communities and rural cooperatives.	\$10,000.00
TOTAL	<i>Full administrative funding request.</i>	\$75,000.00

PROJECT SCHEDULE & MILESTONES (2026–2027)

To align seamlessly with the OWRB Board timeline and upcoming federal cycles, the project will move along the following milestones. These milestones are subject to change upon release of the FEMA STRLF FY26 Notice of Funding Opportunity.:

- July 21, 2026: OWRB Board meeting; formal consideration and approval of the Interagency Agreement. OEM will attend as a non-voting member.
- July 22 – August 15, 2026 (Phase 1): Engage support and hold kick-off; Draft communications and outreach strategy and support materials; Statutory/Administrative Rule review completed; initial draft of the Interagency operational agreement finalized.
- August 15 – September 15, 2026 (Phase 2): Draft IUP Framework and PPL templates completed; internal Application Processing SOPs finalized; launch statewide project interest solicitation and outreach/education/application materials.
- September 15 – October 15, 2026 (Phase 3): Draft IUP posted for 30-day public comment by September 15;
- October 15 – November 30, 2026 (Phase 4): Adjudicate IUP comments and finalize IUP and PPL; Full programmatic readiness review; Apply for capitalization grant.
- In parallel – statutory amendment package filed for 2027 legislative session.

OWRB OEM STRLF FY 2027

Final Audit Report

2026-07-08

Created:	2026-07-08
By:	Yohanes Sugeng (yohanes.sugeng@owrb.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVFKTZhqUWgpb3yL2l9lxWaOA4spUlamn

"OWRB OEM STRLF FY 2027" History

-  Document created by Yohanes Sugeng (yohanes.sugeng@owrb.ok.gov)
2026-07-08 - 4:01:04 PM GMT - IP address: 104.28.23.246
-  Document emailed to Annie Vest (annie.vest@oem.ok.gov) for signature
2026-07-08 - 4:03:12 PM GMT
-  Email viewed by Annie Vest (annie.vest@oem.ok.gov)
2026-07-08 - 4:12:21 PM GMT - IP address: 44.206.10.5
-  Document e-signed by Annie Vest (annie.vest@oem.ok.gov)
Signature Date: 2026-07-08 - 6:44:38 PM GMT - Time Source: server- IP address: 165.225.36.121 - Signature Appearance Selected: IMAGE
-  Document emailed to John Dean (john.dean@oem.ok.gov) for signature
2026-07-08 - 6:44:40 PM GMT
-  Email viewed by John Dean (john.dean@oem.ok.gov)
2026-07-08 - 6:49:12 PM GMT - IP address: 104.47.65.254
-  Document e-signed by John Dean (john.dean@oem.ok.gov)
Signature Date: 2026-07-08 - 6:49:56 PM GMT - Time Source: server- IP address: 165.225.36.101 - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-07-08 - 6:49:56 PM GMT

AGENDA ITEM 3D(8)

MEMORANDUM AGREEMENT

WITH: Oklahoma Office of Management & Enterprise Services

PURPOSE: Agreement between Oklahoma Water Resources Board and Phase 2 to develop a modern system of record for water well construction and plugging for the State of OK that replaces the obsolete legacy system.

AMOUNT:

not to exceed \$917,670.00

TERM:

July 1, 2026 through October 30, 2027

This Agreement is made effective August 1, 2026, (“Effective Date”) between the State of Oklahoma by and through the Office of Management and Enterprise Services (“State”), for the benefit of Oklahoma Water Resources Board and Phase 2 Development, Inc (“Supplier”) and is a Contract Document in connection with Oklahoma Statewide Contract No. 1025 (“SW1025”) between the State and Supplier. Unless otherwise indicated herein, capitalized terms used in this Agreement without definition shall have the respective meanings specified in SW1025. The term of this Agreement is from July 1, 2026, to October 30, 2027, for a total spend not to exceed \$917,670. Supplier shall invoice the agency only for hours accepted by the Oklahoma Water Resources Board. The parties agree that the terms and conditions of SW1025 prevail over any conflicting terms that may exist in Attachment A.

This Agreement incorporates the following attachments:

1. Attachment A: OWRB Well Logs Application

The parties recognize that while the State of Oklahoma, by and through the Office of Management and Enterprise Services, is executing this contract, 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 the following:

**Oklahoma Water Resources Board
Attn: Accounts Payable
3800 N Classen Blvd, Oklahoma City, OK 73118**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURES

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

STATE:

SUPPLIER:

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Oklahoma Water Resources Board is additionally executing this Agreement to memorialize its involvement in the negotiation of and its agreement with the terms of this Agreement.

IN WITNESS WHEREOF, This Agreement has been duly executed by the parties on the date(s) shown below.

OKLAHOMA WATER RESOURCES BOARD (“OWRB”)

By: Thomas A. Gorman, Chairman

Date

ATTEST:

Suzanne Landess, Secretary

Date

(SEAL)



Attachment A: OWRB Well Logs Application

SW1025 Water Resources Board

Executive Summary

The Oklahoma Water Resource Board (OWRB), through the Office of Enterprise Management Services (OMES), is seeking a solution to manage Drilling Well Logs for reporting and tracking. The following scope has considered all details of the solicitation request and layers in knowledge amassed in working with the State of Oklahoma.

Engagement Overview

This Statement of Work is structured as a 1025 engagement, allowing Agency leadership to determine work/focus areas throughout the engagement with the option to cancel at any time, given a 30-day notice.

The following are key deliverables.

- **Well Logs Public Portal** (*Modules #1 & #2*)
 - Driller and Firm Well Log Reporting
 - Secure login with integrated State B2C
 - Well Log Search Grid w/ Filter/Sort/Paging
 - Guided workflow form entry for all necessary data of all groundwater and monitoring well completion and plugging reports
 - Adaptive prompts and required-field highlighting
 - Incomplete reports are retained for 60 days with auto-purge
 - Report export support in PDF format
 - Support for PLSS bi-directional resolution
 - Application integration to OWRB-maintained ArcGIS API endpoint
 - Staff-user facing ESRIJs-enabled visual mapping interface:
PLSS -> Coordinates and Coordinates -> PLSS conversions
 - Public Query Search Grid w/ Filter/Sort/Paging
 - Summary and Detail view support for faster searching
 - Support exports for Well Log detail reports in PDF format
 - Support exports for Well Level reports in multiple formats (CSV, Excel)
- **Well Logs Internal Portal** (*Module #3*)
 - Staff Well Log Entry and Review
 - Secure login with integrated State AD
 - Well Log Search Grid w/ Filter/Sort/Paging
 - Continuous workflow form entry for all necessary data of all groundwater and monitoring well completion and plugging reports

- **Well Logs Internal Portal** *continued*
 - Staff Well Log Entry and Review (*continued*)
 - Adaptive prompts and required field highlighting
 - Well Log Report review queue support with multi-status workflow and full lifecycle management (Verify/Hold/Edit/Reject)
 - Email notification for driller communication and retention of details
 - Well Water-level reporting
 - Well Search Grid Filter/Sort/Paging
 - Well Level report full lifecycle management
 - Well Level reports export in multiple formats (CSV, Excel)
 - Well Driller user lifecycle management
 - Add/Remove Well Driller users with integrated State B2C or via direct registration
 - Driller user lockout controls and permissions assignments
 - Driller usage activity monitoring
 - Support for PLSS bi-directional resolution
 - Application integration to OWRB-maintained ArcGIS API endpoint
 - Staff-user facing ESRIJs-enabled visual mapping interface:
PLSS -> Coordinates and Coordinates -> PLSS conversions
 - Public Portal system-wide lockout controls
 - System activity monitoring with Azure integrated application monitoring
- **Oracle Lift&Shift to Azure SQL Server database**
 - Gap-deployment sync support (Oracle DB stays up-to-date)
 - Power BI or similar support for advanced query features
- **Warranty Period**
 - This statement of work estimates 10 to 11 months of full team participation to deliver the required functionality. Additionally, 250 hours are earmarked for post-deployment support and enhancements over a 6-month period. These hours are available at the discretion of OWRB representatives as needed.

Team Roles

The following roles present on the Phase 2 team will be available for OWRB resource augmentation. Each role provides specific and valuable services that will result in engagement successes and allow Phase 2 to operate as an independent elite team or as complementary resources to OWRB or other vendor partners.

Lead Consultant (.2 FTE)

The Lead Consultant's role is to support the Development Team as they cooperatively plan priorities, execute, and demonstrate progress toward goals. The LC will own the primary responsibility for the Product Backlog, including its initial development and ongoing revision.

Project Manager (.2 FTE)

The Project Manager role keeps organization and structure throughout the development lifecycle from conception to completion. This includes coordinating OMES resources as needed, agency approvals for scope, testing signoff, release approval, etc.

Senior Engineers (2 FTE)

The Development Team will be responsible for the actual development activities within each Sprint. The team will be cross-functional and include members who are skilled in areas such as coding, testing, UI, etc.

User Interface and User Experience Designer (.2 FTE)

Usability is a core principle of P2 software product delivery. This role is designed to drive the core principles and practices of great usability into all user interfaces and business process designs. Their task ranges from creating meaningful user experience prototypes to ensuring usability through UAT in the final product.

Engagement Duration, Budget, and Terms

Phase 2 is offering this agreement for the 16 months of work to be completed during the contracted period of August 1, 2026, and runs through October 30, 2027.

Budget Overview

Duration of Effort: **16 months (70 weeks)**

Budget Total: **\$917,670**

FTE Count: **2.6**

If required and agreed upon with notice and an approved change order, Phase 2 can increase assigned team resources to fit the needs of OWRB during the course of this agreement.

Budget Detail

Team Member	FTE Count	Hourly Rate	Total Hours	Total Billing
Lead Consultant Carl Seyer	0.2	\$225	334	\$75,150
Senior Engineers Omid Nowrouzi, Daniel Heavlin	2	\$210	3,344	\$702,240
Project Manager Frank Gump	0.2	\$210	334	\$70,140
User Interface/User Experience Designer Jennifer Armstrong	0.2	\$210	334	\$70,140
	2.6		4,346	\$917,670

Payment Terms

Phase 2 will bill monthly on net 45 terms. Phase 2 is offering this SOW as a fixed budget variable scope SW1025 agreement over the estimated 16-month time period.

Phase 2 requires a signed copy of this agreement and a purchase order. We appreciate your business and look forward to enhancing the evolving functionality of your business. If you have questions or concerns regarding this proposal, please feel free to call **Shane Kempton** at **405.595.9513** or email **shanek@phase2online.com**.

AGENDA ITEM 3D(9)

MEMORANDUM AGREEMENT

WITH: East Central University

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

AMOUNT: not to exceed \$500,000.00

TERM: July 1, 2026 through June 30,2027

MEMORANDUM OF AGREEMENT

BETWEEN

OKLAHOMA WATER RESOURCES BOARD AND EAST CENTRAL UNIVERSITY

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

WITNESSETH

WHEREAS, the research work contemplated by this Agreement is of mutual interest and benefit to University and to Board, will further the instructional and research objectives of the University in a manner consistent with its status as a public higher educational institution, and will support implementation of the Arbuckle-Simpson maximum annual yield and well spacing procedures for the Board and University;

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

SECTION 1. RESEARCH WORK

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

1.2 The manner of performance of the Project shall be determined by the Technical Contact for the University and Board. In the event the project contractor becomes unable or unwilling to continue the Project and a mutually acceptable substitute is not available, either party shall have the option to terminate this Agreement.

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

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

1.5 The project contractor shall furnish the Board periodic letter reports summarizing progress on the Project. The Project contractor shall prepare and submit a final report to the Board within ninety (90) days of the termination of this Agreement.

SECTION 2. PERIOD OF PERFORMANCE

2.1. The Period of Performance will be: July 1, 2026, through June 30, 2027.

SECTION 3. COSTS, BILLINGS AND OTHER SUPPORT

3.1 This is a cost reimbursable agreement. For the services, reports, and other items to be delivered hereunder, Board shall pay University half of the cost of the project as described in the Request for Proposals: Airborne Electromagnetic Survey for Eastern Arbuckle Simpson Aquifer Study, in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00). University shall invoice Board at the Board's business address set forth in Section 8.

3.2 The University agrees to incur expenses substantially in accordance with the intent and purposes of the Project. University reserves the right to re-budget funds as necessary for completion of the Project.

3.3 Pre-award costs to cover obligations and expenditures made up to ninety (90) days prior to the starting date of the period of performance in this Agreement will be allowed hereunder as may be agreed upon by both parties.

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

SECTION 4. TERMINATION

4.1 Either party may terminate this Agreement at any time by giving not less than sixty (60) days prior written notice to the other party. In the event of early termination, University shall take all reasonable steps to minimize termination costs. Provided, notwithstanding anything in this Agreement to the contrary, in the event of early termination, Board shall pay all costs and non-cancellable obligations incurred by University and prorated as of the date of termination. Noncancellable obligations may include, without limitation, compensation for Project personnel through the end of their contract term.

4.2 In the event that either party shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy the default or breach within thirty (30) days after receipt of written notice thereof from the other party, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination in accordance with Section 8 to the defaulting party and the termination shall be effective as of the date of the receipt of the notice.

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

4.4 Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement.

SECTION 5. PUBLICITY

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

SECTION 6. PUBLICATION

6.1 Subject to confidentiality provisions, University shall have the right at its discretion to release non-proprietary information or to publish any material resulting from the Project. University will furnish a copy of any proposed publication to Board for its review at least thirty (30) days in advance of submission for publication. University shall give Board the option of being acknowledged in such publication for its sponsorship of the Project.

SECTION 7. CONFIDENTIALITY

7.1 It is anticipated that no confidential and/or proprietary information will be disclosed between the parties under this Project. However, if any confidential and/or proprietary information is disclosed and/or created as a result of this Agreement, it shall be identified as such to both parties and protected by a separate confidentiality agreement.

7.2 Both parties recognize that this Agreement and information or material resulting from the Project are subject to the Oklahoma Open Records Act.

SECTION 8. NOTICES

8.1 Notices, invoices, communications and payments shall be submitted to the offices identified below. All legal notices must be sent by personal delivery or certified mail, return receipt requested. All other contractual notices and communications hereunder shall be deemed made as of the date of mailing if given by overnight courier service or by registered, certified or first-class

mail, postage prepaid, and addressed to the party to receive such notice or communication at the address(es) given below, or such other address as may hereafter be designated by notice in writing.

If to Board (Business/Invoices):

Name: Annie Ensey

Address: 3800 North Classen Blvd.

City, State, ZIP Code: Oklahoma City, OK 73118

Phone: (405) 530-8800

e-mail: Annie.Ensey@owrb.ok.gov

If to Board (Technical):

Name: Chris Neel

Address: 3800 N. Classen Blvd.

City, State, ZIP Code: Oklahoma City, OK 73118

Phone: (405) 530-8800

e-mail: Chris.Neel@owrb.ok.gov

If to University (Business/Payment):

Name: Chandra Miller and Leah Lyon

Address: 1100 East 14th Street

City, State, ZIP Code: Ada, OK 74820

Phone: (580) 559-5262 (Ms. Miller); (580) 559-5229 (Ms. Lyon)

e-mail: chalmil@ecok.edu (Ms. Miller); llyon@ecok.edu (Ms. Lyon)

If to University (Technical):

Name: Lauren Haygood, PhD

Address: Fentem Hall, Room 206, 1100 East 14th Street

City, State, ZIP Code: Ada, OK 74820

Phone: (580) 559-5151

e-mail: lhaygood@ecok.edu

SECTION 9. GENERAL TERMS AND CONDITIONS

9.1 This Agreement may not be assigned by either party in whole or in part without the prior written permission of the other party.

9.2 This Agreement shall be governed by the laws of the state of Oklahoma, without giving force and effect to its choice of law provisions. Any legal action in connection with this agreement shall be filed in a state court of competent jurisdiction in the state of Oklahoma, to which jurisdiction and venue Board expressly agrees.

9.3 Should the parties to this Agreement be unable to resolve between themselves any dispute arising from any of the provisions within this Agreement, each party shall have recourse under the law.

9.4 If any provision(s) of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9.5 This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties relating to the work to be performed. This Agreement may be extended, renewed or otherwise amended at any time by the mutual written agreement of the parties. If a purchase order or other document relating to the work to be performed is provided with terms or conditions contradictory to those included in this Agreement, the terms and conditions of this Agreement shall supersede and remain applicable.

9.6 This Agreement may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument. This Agreement may be executed using electronic or digital signatures, which shall have the same force and effect as a manual signature.

9.7 The parties agree that this Agreement shall be binding upon their respective successors, assigns or transferees of any nature, if assignment and/or transfer is permitted in accordance with the terms of this Agreement.

9.8 The parties agree to comply with all applicable laws, orders and regulations relating to the use and/or transfer of deliverables specified in the applicable Request for Proposals to include Airborne Electromagnetic (AEM) data acquisition, processing, and interpretation services to support the development of a regional dataset and associated hydrogeologic framework for the Eastern Arbuckle-Simpson Aquifer across the Hunton anticline in south-central Oklahoma. Neither party will at any time take any action which would cause University to be in violation of any such laws, orders and regulations.

9.9 In the performance of all services hereunder, the parties shall be deemed to be and shall be independent contractors and, as such, neither shall be entitled to any benefits applicable to employees of the other. Neither party is authorized or empowered to act for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, and/or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

9.10 Each party to this Agreement agrees to be responsible for its own negligent acts and omissions and those of its employees and agents. Any tort liability is subject to and is limited by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151et seq., as amended.

9.11 As applicable, the parties represent that they are in compliance with all applicable federal (including federal Executive Orders Nos. 13279 and 11141) and state laws and regulations and that these terms must be included in any subcontracts awarded involving this Agreement. More specifically, the parties do not discriminate on the basis of race, color, national origin (including actual or perceived shared ancestry or ethnic characteristics), sex, sexual orientation, marital status, genetic information, gender identity/expression (consistent with applicable law), age (40 or older), religion, disability, political beliefs, or status as a veteran in any of its policies, practices, or

procedures. This includes but is not limited to admissions, employment, housing, financial aid, and educational services. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 70I, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212. Board acknowledges and agrees that it will take no action, make no decision, and grant no preference or disadvantage, directly or indirectly, based on a person's race, color, national origin, ethnicity, religion, sex, or marital status.

9.12 The terms of this Agreement shall not be binding upon either of the parties hereto until it has been properly executed on behalf of each party to the Agreement in the spaces provided below. It is then effective as of the starting date of the period of performance.

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

THE OKLAHOMA WATER
RESOURCES BOARD

Thomas Gorman, Chairman Date

ATTEST:

Heather McCall, Secretary Date

(SEAL)

EAST CENTRAL UNIVERSITY

 7-13-26

Wendell Godwin, President Date

AGENDA ITEM 3D(10)

MEMORANDUM AGREEMENT

WITH:	Department of Homeland Security, Federal Emergency Management Agency (FEMA)
PURPOSE:	Resolution authorizing an application for funding assistance through the Federal Emergency Management Agency cooperating technical partners program for flood risk assessment and mapping
AMOUNT:	not to exceed \$500,000.00
TERM:	July 1, 2026 through June 30, 2027

**A RESOLUTION OF THE OKLAHOMA WATER RESOURCES BOARD
AUTHORIZING AN APPLICATION FOR FUNDING ASSISTANCE THROUGH THE
FEDERAL EMERGENCY MANAGEMENT AGENCY COOPERATING TECHNICAL
PARTNERS PROGRAM FOR FLOOD RISK ASSESSMENT AND MAPPING**

WHEREAS, the United States Department of the Homeland Security, Federal Emergency Management Agency (“FEMA”) has implemented the Cooperating Technical Partners (“CTP”) Program to provide grant funds to strengthen the effectiveness of the National Flood Insurance Program (“NFIP”) and reduce flood risk with quality hazard identification and risk assessment data;

WHEREAS, the objectives of the CTP Program are to support the mission and objectives of the NFIP’s Flood Hazard Mapping Program through FEMA’s flood hazard identification and risk assessment programs, including the Risk Mapping, Assessment and Planning (“Risk MAP”) initiative and to deliver quality data that increases public awareness of flood risk and leads to action that reduces flood risk to life and property.

WHEREAS, FEMA has solicited proposals for non-mandatory cost-shared financial assistance from State governments including the District of Columbia, Territories, County governments, City or township governments, Special district governments, Federally recognized tribal governments, Public Housing Authorities/Indian housing authorities, Nonprofits with 501(c)(3) IRS status other than institutions of higher education, and Institutions of higher education as defined by section 101 of the Higher Education Act of 1965 (20 U.S.C. § 1001) for projects to develop;

WHEREAS, the Oklahoma Water Resources Board (“Agency”) has identified itself as an eligible applicant under FEMA’s CTP Program, Funding Opportunity Number: DHS-26-MT-045-06-99;

WHEREAS, the Agency is pursuing grant funding assistance under the CTP Program in an amount up to \$325,000.00 to provide technical, planning, design, and project management activities related to floodplain mapping and flood risk data development;

NOW, THEREFORE, be it resolved by the Board as follows:

1. The Board has reviewed the scope and purpose of the funding application and finds that the Project will serve the needs of the people of Oklahoma and satisfy the goals of the CTP Program, and on that basis, supports the staff’s submittal of the grant proposal to FEMA.
2. No Agency cost share or matching funds are required by the CTP Program.
3. Pursuant to state policy, the Agency has sought and received approval from the Office of the Secretary of Energy and Environment in order to pursue this funding opportunity.
4. The Board hereby ratifies the action of its Chief Financial Officer or his designee of the Agency in applying for financial assistance from FEMA’s CTP Program and authorizes the Chief Financial Officer or his designee to execute any related document, including a cooperative financial assistance agreement with FEMA.

5. The Chief Financial Officer and staff are directed to take all other actions necessary to secure funding for the Project under the CTP Program, including working with FEMA to meet established deadlines for entering into a cooperative financial assistance agreement.

PASSED AND ADOPTED by the Oklahoma Water Resources Board on the ____th day of _____.
2026:

Thomas Gorman, Chairman

ATTEST:

Heather McCall, Secretary

3. SUMMARY DISPOSITION AGENDA ITEMS

WATER RIGHTS ADMINISTRATION DIVISION

July 21, 2026

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Temporary Permits to Use Groundwater

July 21, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
2025-610 7/28/2025	City of Haskell	19	Wagoner County, Arkansas River Alluvium and Terrace	155.18 acres Sections 3, 31, 34, T15N, T16N, R16EIM	Public Water Supply 310.36 a.f.
2025-648 12/4/2025	Stan Thomason	1	Caddo County, Rush Springs Sandstone	120 acres Sections 22, T12N, R11WIM	Irrigation 240 a.f.
2026-506 1/15/2026	Ron Stillwell	1	Bryan County, Red River Alluvium and Terrace Reach 3	125 acres Sections 14, 15, T9S, R10EIM	Irrigation 250 a.f.
2026-510 1/29/2026	Vamoosa Land, LLC	3	Dewey County, Rush Springs Sandstone	150 acres Section 2, T16N, R14WIM	Irrigation 300 a.f.
2026-517 2/5/2026	Raegan and Braden Cunningham	4	Harmon County, Blaine	240 acres Section 19, T3N, R25WIM	Irrigation 349 a.f.
2026-521 2/13/2026	Connor and Kelci Cunningham	3	Harmon County, Blaine	480 acres Sections 2, 35, T1N, T2N, R25WIM	Irrigation 960 a.f.
2026-523 2/17/2026	Lisa Sanders	2	Harmon County, Blaine	160 acres Section 35, T1N, R25WIM	Irrigation 228 a.f.

2026-524 2/17/2026	Lisa Sanders	2	Harmon County, Blaine	320 acres Section 33, T2N, R25WIM	Irrigation 422 a.f.
2026-525 2/23/2026	Roger Nightingale	1	Caddo County, Rush Springs Sandstone	80 acres Section 29, T9N, R12WIM	Irrigation 160 a.f.
2026-526 2/23/2026	Roger and Ruth Nightingale	1	Caddo County, Rush Springs Sandstone	152.56 acres Section 4, T9N, R13WIM	Irrigation 305 a.f.
2026-543 3/23/2026	OG&E	2	Pawnee County, Arkansas River Alluvium and Terrace	184.68 acres Sections 16, 22, T23N, R3EIM	Industrial 360 a.f.

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

July 21, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
1976-611 2/6/2026	Chris and Vickie Nightingale	11	Major County, Cimarron River Alluvium and Terrace	319 acres Section 9, T22N, R11WIM	Irrigation 478 a.f.
1976-820 2/23/2026	Roger and Ruth Nightingale	1	Caddo County, Rush Springs Sandstone	160 acres Section 16, T9N, R12WIM	Irrigation 320 a.f.
2014-576 3/5/2026	Stutzman Land, LLC	3	Custer County, Rush Springs Sandstone	318 acres Sections 23, 26, T13N, R14WIM	Irrigation 636 a.f.
2024-644 3/12/2026	Robert Travis Jennings and Rebecca Jean Jennings	1	Kiowa County, Southwestern Oklahoma	320 acres Section 31, T6N, R15WIM	Irrigation and Mining 640 a.f.

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Regular Permits to Use Groundwater

July 21, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
2024-563 4/4/2024	Matthew A. Graves and Elizabeth J. Graves	1	Beaver County, Ogallala Panhandle	215.52 acres Section 2, T4N, R28ECM	Irrigation 431 a.f.
2024-664 12/3/2024	Alvin O. Parr Living Trust	2	Grady County, Washita River Alluvium and Terrace (Reach 3) And El Reno	471.87 acres Sections 19, 24, T6N, R6WIM, R7WIM	Irrigation 550 a.f.
2026-512 2/2/2026	Russell and Alice Isaacs	3	Beaver County, Ogallala Panhandle	800 acres Sections 4, 36, T5N, T6N, R22ECM, R20ECM	Irrigation 1,200 a.f.
2026-520 2/13/2026	KBDP Resources, LLC	1	Texas County, Ogallala Panhandle	945 acres Sections 19, 21, 28, T5N, T4N, R16ECM, R17ECM	Irrigation 1,890 a.f.
2026-527 2/23/2026	A&S Farms, LLC	3	Texas County, Ogallala Panhandle	160 acres Section 8, T4N, R18ECM	Irrigation 320 a.f.
2026-528 2/25/2026	F & K Land, LLC	2	Texas County, Ogallala Panhandle	320.59 acres Section 2, 11, T5N, R19ECM	Irrigation 641.18 a.f.
2026-537 3/16/2026	George W. Clark Jr. Trust	10	Canadian County, Beaver North Canadian River (Reach 2)	60.46 acres Section 2, T12N, R7WIM	Irrigation 30.2 a.f.

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

July 21, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
1973-351A 9/15/2025	Comanche County Rural Water District #3	6	Cotton County, Cache Creek Alluvium and Terrace	315 acres Sections 21, 28, T2S, R12WIM	Public Water Supply 275 a.f.
1973-353 2/23/2026	Joseph Scott and Heather Michelle Grabeal	1	Roger Mills County, Washita River Alluvium and Terrace (Reach 1)	100 acres Section 25, T14N, R21WIM	Oil and gas and Irrigation 200 a.f.
1973-354 2/23/2026	Joseph Scott and Heather Michelle Grabeal	2	Roger Mills County, Washita River Alluvium and Terrace (Reach 1)	58 acres Section 19, T14N, R20WIM	Oil and gas and Irrigation 180 a.f.
1978-654B 3/10/2026	Seaboard Foods, LLC	4	Texas County, Ogallala (Panhandle)	28.7 acres Section 31, T6N, R16ECM	Agriculture 57.4 a.f.
1996-554 2/26/2026	Mitchell Family Farms	4	Texas County, Ogallala (Panhandle)	1,920 acres Sections 32, 34, 35, T1N, R13ECM	Irrigation 3,840 a.f.
2003-532 2/23/2026	Larry G. and Joseph Scott Grabeal	1	Roger Mills County, Washita River Alluvium and Terrace (Reach 1)	153 acres Section 4, T13N, R21WIM	Oil and Gas and Irrigation 280 a.f.
2003-553 12/26/2025	Terra Group, LLC	16	Beckham County, North Fork of the Red River Alluvium and Terrace	800 acres Sections 35, 15, 23, T9N, T10N, R25WIM	Irrigation 800 a.f.

2004-554 7/22/2025	Terra Group, LLC	2	Beckham County, North Fork of the Red River Alluvium and Terrace	320 acres Sections 12, 17, T9N, R26WIM	Irrigation 320 a.f.
2017-555 1/21/2026	Jevon and Crystal West	4	Custer County, Washita River Alluvium and Terrace-Reach 1	160 acres Section 34, T14N, R20WIM	Irrigation and Mining 320 a.f.
2023-561 2/20/2026	Brent Evans and Shawna Evans	2	Beaver County, Ogallala (Panhandle)	631.98 acres Sections 18, 19, T5N, R20ECM	Irrigation 1,263.96 a.f.
2023-584 12/29/2025	Buckhorn Rural Water District #2	2	Murray County, Arbuckle-Simpson	1,071.42 acres Sections 6, 8, 32, 5, 7, 8, 18, T1S, T2S, R4EIM	Public Water Supply 214.28 a.f.
2025-611 1/21/2026	Konner Hood	4	Texas County, Ogallala (Panhandle)	800 acres Sections 3, 10, 20, T5N, T6N, R19ECM	Irrigation 1,600 a.f.

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

July 21, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
1953-287 2/23/2026	Joseph Scott and Heather Michelle Grabeal	1	Roger Mills County, Washita River Alluvium and Terrace (Reach 1)	35.16 acres Section 24, T14N, R21WIM	Irrigation and Oil and Gas 58.1 a.f.
1961-171 2/23/2026	Joseph Scott and Heather Michelle Grabeal	2	Custer County, Washita River Alluvium and Terrace (Reach 1)	156 acres Section 30, T14N, R20WIM	Irrigation and Oil and Gas 312 a.f.

3.K.

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

July 21, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	POINTS OF DIVERSION	COUNTY & STREAM SYSTEM	PURPOSE & AMOUNT RECOMMENDED
2025-021 8/15/2025	737, LLC	One point of diversion on Deep Fork River in Section 32, T13N, R13EIM	Okmulgee County SS 2-3	Recreation Fish and Wildlife 450 a.f.
2025-023 8/22/2025	Bear Trak Ranch, LLC	One point of diversion on Big Wildhorse Creek (Private Lake)	Pittsburg County SS 2-6-1	Recreation Fish and Wildlife 358.9 a.f.

3.M.

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

July 21, 2026

DPC NUMBER	NAME OF FIRM	CERTIFIED ACTIVITIES	OPERATORS
New Licenses, Accompanying Operator Certificates and Activities:			
	Double J Water Wells	Groundwater and Pump Installation	Jason Walker
New Operators, License Name Change, and/or Activities for Existing Licenses:			
	Whiterock Resources, LLC	Geotechnical	Coleton Conrady

July 2026 Dam Safety Board items

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

1. SCS-Sallisaw Creek Site – 33 (OK11057)

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS SUBMITTED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK11057	Sequoyah County Conservation District	Monte Jones, P.E./ Valerie Glasgow, P.E.	High	Sec. 16, T12N, R24EIM
Sequoyah County	Sallisaw 33	USDA NRCS		

The applicant requests approval of modifications to an intermediate, high hazard potential dam. The original application was approved in 2006. The current application incorporates modifications to the previously approved design. The proposed work includes widening the auxiliary spillway, constructing a new principal spillway, and constructing a stability berm. The primary purpose of the dam and reservoir is flood control. The dam is 59 feet tall, with a normal storage capacity of 121.4 acre-feet and a maximum storage capacity of 1,259.7 acre-feet.

2. Criner Middle Dam (OK30636)

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS PREPARED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK30636	Donnie Beller (5B Land, LLC)	John H. Bolte, P.E.	Low	Sec. 18, T06N, R03WIM
McClain County	Criner Middle Dam	Small Arrow Engineering		

The applicant requests approval for the construction of a small, low hazard potential dam. The dam was first constructed in the 1950's 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, widening the emergency spillway, adding a principal spillway, and adding erosion control. The primary purpose of the dam and reservoir is recreation. The dam is 32.5 feet tall, with a normal storage capacity of 166.6 acre-feet and a maximum storage capacity of 319.6 acre-feet.

3. Criner Upper Dam (OK30637)

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS PREPARED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK30637	Donnie Beller (5B Land, LLC)	John H. Bolte, P.E.	Low	Sec. 18, T06N, R03WIM
McClain County	Criner Upper Dam	Small Arrow Engineering		

The applicant requests approval for the construction of a small, low hazard potential dam. The dam was first constructed in the 1950's 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, widening the emergency spillway, adding a principal spillway, and adding erosion control. The primary purpose of the dam and reservoir is recreation. The dam is 22 feet tall, with a normal storage capacity of 70.8 acre-feet and a maximum storage capacity of 160.1 acre-feet.

3.O.

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

July 1st, 2026

APPLICATION NO.	NAME OF APPLICANT	LOCATION	PROJECT NARRATIVE
NONE.			

3.P.

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

July 1st, 2026

NUMBER	NAME OF COMMUNITY/CID	FLOODPLAIN ADMINISTRATOR
--------	-----------------------	--------------------------

None.

3.Q.

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

July 21, 2026

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

IN THE MATTER OF MULTIPLE NOTICES ISSUED FOR RESPONDENTS' FAILURE TO
TIMELY SUBMIT CHANGE OF OWNERSHIP DOCUMENTS AND FILING FEES FOR
NOTICES RELATING TO THE, JUNE 29, 2026, HEARING DATE

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

COMES NOW, on 29th day of June, 2026, at 9:00 a.m., the above numbered and entitled cause regarding submission of the required Change of Ownership ("COO") documents and fees came on for hearing in the Second Floor Board Room at the office of the Oklahoma Water Resources Board, 3800 North Classen Boulevard, Oklahoma City, Oklahoma, before the assigned Hearing Examiner, David Mueller. The State of Oklahoma, ex rel. Oklahoma Water Resources Board ("OWRB"), was represented by Andrew Price, OWRB Assistant General Counsel. Respondents in this Proposed Order are one in the same as being the persons, trusts, and/or companies determined by OWRB staff to be the latest owners of the properties dedicated to the permits, and who are thus responsible to effectuate change of ownership in order to preserve the Oklahoma Water Resources Board ("OWRB") permits without cancellation. *See attached*, Exhibit "A". **The following 14 Groundwater Permits and 1 Stream Water Permit with their originally named owners are listed below:**

Groundwater Permits:

- | | | | |
|----|----------------------------------|------------------|-----------|
| 1. | Ellison Investments LLC | Canadian County | 1955-279 |
| 2. | Johnnie Wilcoxon | Jefferson County | 1955-1428 |
| 3. | Grace T. Hoffman Revocable Trust | Cimarron County | 1956-884 |
| 4. | Earl S. Crowder | Alfalfa County | 1975-846 |
| 5. | Andy J. Carson | Beaver County | 1976-704B |
| 6. | Lou V. Shuman | Harper County | 1977-548 |
| 7. | Carl Huling | Beaver County | 1979-762 |

8.	Arthur L. Twombly	Cimarron County	1980-627
9.	Mike & Kula Finnell	Washita County	1982-604
10.	Hubert Kamphaus	Washita County	1982-618
11.	Don Streller	Noble County	1982-938
12.	Danne Beason	Beckham County	1983-657
13.	Ina Hagee Osborne	Oklahoma County	2017-527

Stream Water Permits:

1.	James C. Walters	Hughes County	1999-007
----	------------------	---------------	----------

JURISDICTION AND AUTHORITY

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

FINDINGS OF FACT

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

In the absence of the Respondents, being the new owners of the land associated with the permits, who had an opportunity for a hearing and for whom the OWRB has sufficiently shown proper service by at minimum attempting mailings of notice to their known addresses, and therefore

a judgment by default pursuant to 75 O.S. §309(E) and OAC 785:4-7-3(d) can be entered without further notice to the Respondents. The Findings of Fact and Conclusions of Law therein are fully incorporated and restated herein.

CONCLUSIONS OF LAW

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

1. OWRB has jurisdiction and authority pursuant to Oklahoma Groundwater Law, 82 O.S. §§ 1020.1 et seq. and the rules of the OWRB Oklahoma Administrative Code, Title 785.
2. Each of the persons, trusts and/or corporations known by OWRB staff to be the most recent landowners did not timely submit the required documents and fees. They were provided with proper legal notices in accordance with the Oklahoma Administrative Procedures Act 75 O.S. § 309 (B). Any regular, temporary, marginal water, or special permit may be cancelled by the Board upon willful failure of the applicant to submit the required documents and fees.
3. New owners of land connected with the permit are required to provide OWRB with documents and fees for transfer to be the lawful holders of the permits. Willful failure to comply may result in cancellation of the permits by the Board upon proper notice and opportunity for a hearing as provided in the Administrative Procedures Act, 75 O.S. §§ 250, 209, 3120 et seq., and relating to (“OAC”) 785:30-7:7 and 20-9-4(f). The failure to comply is therefore deemed confessed as particularized to each Respondent / new property owner.

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

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Board **hereby cancels all the above permits** for failure to transfer in accordance with OAC 785:25-5-1 and OAC 785:30-5-9, and for failure to appear for hearing on the same on April 28, 2026, pursuant to OAC 785:4-7-3(d) .

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

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Heather McCall, Secretary

(SEAL)

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

IN THE MATTER OF MULTIPLE NOTICES ISSUED FOR RESPONDENTS' FAILURE TO
TIMELY SUBMIT CHANGE OF OWNERSHIP DOCUMENTS AND FILING FEES FOR
NOTICES RELATING TO THE JUNE 29, 2026 HEARING DATE

AFFIDAVIT

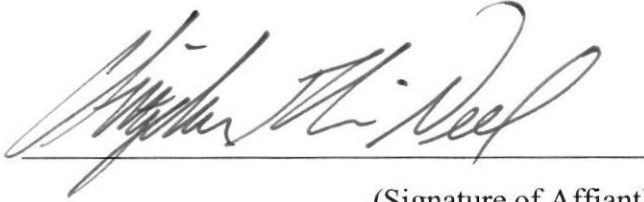
STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) **ss**

I, Christopher Neel, 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 ^{2nd} day of July 2026.



My commission expires:

11/15/28

EXHIBIT "A"

CERTIFICATE OF MAILING

I certify that on the 2ND day of July 2026, I mailed a true and correct copy of the above and foregoing instrument to the following Respondents (new landowners for each designated permit):

1955-279	1955-279
Three Jacks LLC 13909 Technology Drive Suite B Oklahoma City, OK 73134	DHD Corp 5300 North Shartel Ave #18114 Oklahoma City, OK 73118
1955-1428	1956-884
Gloria & Kenny Bryan 1043 County Road 1170 Decatur, TX 76234	Dustin, Ashley, & Glendon Topper 18310 NS 10 Road Boise City, OK 73933
1975-846	1976-704B
Earl Crowder Trust 62474 Greer Road Cherokee, OK 73728	Cori & Jarame Carson 8501 North Lorraine Street Hutchinson, KS 67502
1977-548	1979-762
Mark & Kayla Spare PO Box 578 Ashland, KS 67831	Susan & Bradley Peters RR 2 Box 350 Turpin, OK 73950
1980-627	1999-007
Randy Clarence Twombly 5314 Albert Ave Amarillo, TX 79106	James Walter Revocable Trust PO Box 400 Calvin, OK 74531
1982-604	1982-618
Mike Finnell Land LLC 11522 North 2070 Road Canute, OK 73626	Hubert Kamphaus Trust 21287 East 1120 Road Foss, OK 73647
1982-938	1983-657
Donald & Sue Life Estate 17150 County Road 120 Perry, OK 73077	James Mikles 19360 South Frontage Road Sayre, OK 73662
2017-527	2017-527
Craig Tony Lynn Revocable Trust 2855 South Henney Road Choctaw, OK 73020	Michael & Billie Green Revocable Trust 2905 South Henney Road Choctaw, OK 73020

OKLAHOMA WATER RESOURCES BOARD

By: Angela Rodriguez

**WATER RIGHTS ADMINISTRATION DIVISION
Informal Disposition Order**

July 21, 2026

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

In the Matter of the Application For an Amendment	)	
to Groundwater Permit or Prior Right	)	Application No. 1981-0880B
by Clay Ryan Teel and MacKenzie Brooke Teel,	)	
Custer County, Oklahoma	)	

**SUMMARY ORDER DISMISSING PROTESTANTS AS PARTIES OF INTEREST BY
REASON OF DEFAULT FROM PRE-ANNOUNCED NONPARTICIPATION**

COMES NOW on April 3, 2026, the above-captioned cause is found to be ready for summary disposition of the matter upon review by the undersigned Hearing Examiner. This matter arises out of the filed Application for Amendment to Groundwater Permit or Prior Right by Clay Ryan Teel and MacKenzie Brooke Teel, (“Applicants”), Numbered 1981-0880B (“Application”). The Application seeks an amendment to a groundwater permit to authorize the use of 486 acre-feet of groundwater per year for irrigation and drilling of oil or gas well purposes, with 1 existing well and 3 additional new wells, for a total of 4 groundwater wells located in Custer County, Oklahoma. The only protestants on file, by one letter dated December 22, 2025, were Jami Allee VanCamp and Robert L. Allee. The attorney for the Protestants, Dale Cottingham, advised the OWRB (“Oklahoma Water Resources Board”) Legal Division that he and the Protestants do not intend to appear for the hearing set was scheduled for April 9, 2026, at 9:00 a.m. Protestants do not withdraw their filed protest letter. The advance notice and professional courtesy by Oklahoma attorney Mr. Cottingham to communicate the above is acknowledged by the undersigned, which also furthers the public interest of judicial and administrative economy.

The Applicant and Protestants have been afforded due process of law and an adequate opportunity to be heard, with no hearing now being necessary. The Protestants have elected to not appear for the hearing by the communicated intent of non-appearance and so have voluntarily abandoned any interests. It is therefore found they are in default status pursuant to Oklahoma Administrative Code ("OAC") 785:4-7-3(c).

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the hearing that was set for April 9, 2026 at 9:00 a.m. is stricken, and no appearances are further required as the matter has been

resolved in full pursuant to the above. In compliance with the mandatory language of OAC:785-4-5-4(e)(1), and without waiver by the Protestants, the letter of protest dated December 22, 2025 copy shall be retained in the permanent application file. The Amendment to Groundwater Permit or Prior Right dated received by OWRB on March 4, 2024, numbered 1981-0880B in the names of Clay Ryan Teel and McKenzie Brooke Teel, is hereby **GRANTED** based upon default by virtue of Protestants' advance announced nonappearance pursuant to OAC 785:4-7-3(c).

David Mueller

Hearing Examiner,
OKLAHOMA WATER RESOURCES BOARD

**WATER RIGHTS ADMINISTRATION DIVISION
Oklahoma Resolution for Advisory Council Members**

July 21, 2026

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

WHEREAS, the Oklahoma Legislature enacted House Bill 2033 during the 2000 legislative session to amend provisions of Section 1020.16 of Title 82 of the Oklahoma Statutes; and

WHEREAS, House Bill 2033 provided authority to the Oklahoma Water Resources Board to establish rules relating to the creation and organization of a Water Well Drillers and Pump Installers Advisory Council; and

WHEREAS, the Board adopted an emergency rule 785:30-1-6 to create the Advisory Council, and such rule was approved by the Governor on June 21, 2001; and

WHEREAS, the Board desires to appoint qualified members of the Water Well Drillers and Pump Installers Advisory Council.

IT IS THEREFORE RESOLVED that the following persons are deemed qualified to become Water Well Drillers and Pump Installers Advisory Council members, and the same are hereby appointed pursuant to Orders of Appointment:

<u>Appointee's Name</u>	<u>Activity Represented</u>	<u>Date Term Expires</u>
Pat Smith	Pump installation	September 1, 2027
Julie Cunningham	Ex Officio	September 1, 2027
Michael R. Ritter	Pump installation	September 1, 2027
Steve Vannoy	Groundwater wells	September 1, 2027
Robert C. Keyes	Monitoring wells and geotechnical borings	September 1, 2027
Brent Lang	Groundwater wells	September 1, 2027
Terry Williams	Groundwater wells	September 1, 2027
Tom Nowak	Heat exchange wells	September 1, 2027

ADOPTED in regular and open meeting of the Oklahoma Water Resources Board on the 21st day of July 2026.

Tom Gorman, Chairman

ATTEST:

Rob Stallings, Secretary

3.U.

**WATER RIGHTS ADMINISTRATION DIVISION
Dam Safety Consent Order**

July 21, 2026

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

**IN THE MATTER of Coffee Dams No. 1-3 and 6 located in
the S/2 of Section 12, and NW/4 Section 19, Township
11N, Range 09 and Range 10 West of the Indian
Meridian, Canadian County, Oklahoma,**

**NID ID: OK30688 (#1),
OK30689 (#2), OK30690
(#3) & OK30686 (#6)**

DAM SAFETY

C & F Ranch L.C. and Coffee Grounds, LLC

RESPONDENTS.

CONSENT ORDER

This Consent Order is entered into between the Oklahoma Water Resources Board (hereinafter "Board" or "OWRB") and C & F Ranch L.C. and Coffee Grounds, LLC (hereinafter "Coffee" or "Respondent") (collectively "the Parties") pursuant to the Oklahoma Administrative Procedures Act, Section 309(E) of Title 75 of Oklahoma Statutes. The parties waive statutory requirements of formal notice of the preparation and service of proposed Statement of Facts, Statements of Law and Board Order, and the entry of the final findings, conclusions and order, and agree as follows.

I. MATTERS OF JURISDICTION AND AUTHORITY

The Board is the state agency responsible for oversight and approval of the construction, repair, and alteration of certain dams in Oklahoma, including Coffee Dams No. 1 - 3 and 6. *See* 82 O.S. §§ 110.5 and 110.10. Respondents are the owners of the dams and spillways identified herein and are responsible for the safety of the structures and for meeting the requirements placed on owners of dams by the State of Oklahoma. *See* 82 O.S. §§ 110.1 et seq., and Oklahoma Administrative Code (OAC) 785:25-3(a). Coffee consents, agrees, and stipulates that the OWRB has jurisdiction over this matter for the purposes of this Consent Order.

II. PARTIES BOUND

This Order, once entered, shall apply to and be binding upon the Board, the Respondent, and its agents, successors, and assigns. No change in the ownership or corporation status of any party shall alter its responsibilities under this Order.

III. FACTS

The Parties agree to the following statement of facts for the purpose of this agreed upon Consent Order and any future OWRB proceedings but reserve the right to dispute any such fact in any subsequent proceeding occurring after the entry of this Consent Order or in the event of a change of conditions:

1. Coffee is the owner of the dams and spillways referred to in this Consent Order as Coffee Dams No. 1 – 3 and 6 which are located on Coffee property in Canadian County, Oklahoma.
2. Coffee Dams No. 1 - 3 are low hazard potential because if the dams were to fail, the failure would result in no probable loss of human life and low economic loss.
3. Coffee Dam No. 6's hazard potential classification requires a detailed breach analysis to confirm the appropriate hazard potential classification.
4. Coffee in good faith believes that Coffee Dams No. 1 - 3 and 6 are well-constructed, safe dams with adequate spillways and drains.
5. Coffee has hired competent Registered Professional Engineers to evaluate and make recommendations concerning Coffee Dams No. 1, 2, 3, and 6. Coffee has hired these Registered Professional Engineers to evaluate the involved dams, issue reports concerning the same, recommend any necessary modifications, and cooperate with the OWRB on these matters which the Engineers are in the process of doing.

6. Coffee Dams No. 4 and 5 were built by other property owners prior to Coffee acquiring property ownership, and no modifications were made by Coffee after acquiring the property. As a result of this, the OWRB has deemed Statement of Assurances signed by Coffee to be the appropriate method to handle the issue of dam safety with respect to Coffee Dams No. 4 and 5. In December 2025 the OWRB requested and Coffee submitted a sworn Statement of Assurances of both Coffee Dams No. 4 and 5 in which, *inter alia*, Coffee agrees to have the dams periodically inspected and submit these inspection reports to OWRB.

7. On May 13, 2025, the Board received an Online Complaint Form submitted by an anonymous user requesting that Coffee Dam No. 6 be removed. Removal of Coffee Dam No. 6 could result in potential adverse loss in the event of flooding which Coffee Dam No. 6 now acts to contain.

8. On June 30, 2025, Board staff sent a letter to Coffee saying that the hazard potential classification was under review concerning Coffee Dam No. 6. The letter also asserted that the OWRB had jurisdiction over this matter and requested that Coffee consult with a Licensed Professional Engineer concerning Coffee Dam No. 6. Coffee promptly hired Fox Engineering Inc. who has opined that Coffee Dam No. 6 is a well-constructed, safe dam. Since being hired, Fox Engineering has been working with the OWRB concerning potential improvements to Coffee Dam No. 6 and the potential hazard classification.

9. On July 20, 2025, Fox Engineering Inc. provided the Board with a written extension request to properly develop the dam application.

10. On July 31, 2025, Natalie Orbesen, P.E., Dam Safety Program Manager, approved the extension request and set the new deadline for September 30, 2025.

11. On September 18, 2025, Board staff members Luis R. Peralta, E.I., and Lauren Williams, conducted a site visit and took photographs of Coffee Dams No. 1-5. The Dam Safety Program later developed a Site Visit Report regarding the visit.

12. On September 30, 2025, Fox Engineering Inc. provided the Board with an application and supporting documents for Coffee Dam No. 6.

13. On October 29, 2025, Board staff responded to Fox Engineering Inc. with comments on the application submittals regarding Coffee Dam No. 6.

14. On November 24, 2025, Board staff sent a letter to Coffee concerning Coffee Dam No. 1 - 3 relating to dam safety requirements. Concerning Coffee Dams No. 1, 2, and 3, the Board staff required that Coffee consult with a Licensed Professional Engineer and submit an Application to Construct form concerning dam safety and whether any modifications or repairs were necessary.

15. In December 2025, the OWRB requested and Coffee submitted a sworn Statement of Assurances of both Coffee Dams No. 4 and 5 in which, *inter alia*, Coffee agrees to have the dams periodically inspected and submit these inspection reports to OWRB. Coffee Dams No. 4 and 5 are not subject to this Consent Order.

16. Coffee hired Freese and Nichols Inc. with respect to Coffee Dams No. 1, 2, and 3.

17. On December 2, 2025, Board staff virtually met with Fox Engineer Inc. and discussed comments on the application submittals regarding Coffee Dam No. 6.

18. On December 22, 2025, Respondent provided the Board with a written extension request in order to properly define the scope of the project and retain an engineering firm for Coffee Dams No. 1-6.

19. On December 23, 2025, Natalie Orbesen, P.E., Dam Safety Program Manager, approved the extension request and set the new deadline for March 31, 2026.

20. Coffee hired Freese and Nichols, Inc. with respect to Coffee Dams No. 1 - 3, and Freese and Nichols promptly began their work in early 2026. On February 5, 2026, Fox Engineering submitted additional engineering data to the OWRB concerning potential improvements for dam safety on Coffee Dam No. 6. Additionally, Fox Engineering advised that trying to install a bottom of the pond floor drain would require draining the pond which would result in an unnecessary fish kill and would also result in potentially damaging the integrity of Coffee Dam No. 6 itself from a safety standpoint.

21. On March 5, 2026, Fox Engineering Inc. provided Board staff with an updated Hydrologic Engineering Center - Hydrologic Modeling System (HEC-HMS) model for Coffee Dam No. 6.

22. On March 9, 2026, Board staff virtually met with Fox Engineering Inc. and discussed comments on the application submittals regarding Coffee Dam No. 6.

23. On March 13, 2026, Coffee provided the Board with another written extension request which detailed a professional agreement with Freese and Nichols Inc., in order to provide the required documentation for Coffee Dams No. 1-3.

24. As of the date of this Consent Order, Board staff is actively working with Fox Engineering, Inc., on the applications and required documentation for Coffee Dam No. 6.

IV. STIPULATIONS OF LAW

25. For the purpose of this Consent Order, Coffee agrees that an owner of dams that are of a size which makes it subject to the Oklahoma Dam Safety Act, 82 O.S. § 110.10 et. seq. is required to comply with the Act and OAC 785:25-3-2(a)(1) and (2), which determines the owners' responsibility to provide for dam safety by making any necessary changes to put the dam in a safe condition.

26. Such responsibility includes but is not necessarily limited to the filing of an application to construct, enlarge, alter, or repair the dam pursuant to Subchapter 5; the modification of the dam to meet applicable minimum requirements in this Subchapter; and the adequate maintenance, operation, and inspection of an existing dam. Construction other than that necessary for the operation, maintenance, investigation, and monitoring of the dam is prohibited. OAC 785:25-3-9.

27. Owners who wish to construct, enlarge, alter, remove, or repair any dam under the Board's jurisdiction shall apply upon printed forms furnished by the Board upon request. Maps, plans, drawings, and specifications of the proposed work along with the required fee must be a part of the application. OAC 785:25-5-1.

28. Plans and specifications shall be prepared by a Registered Professional Engineer (59 O.S. §§ 475.1 and 475.15) who shall have training and/or experience concerning the analysis, design, and/or construction of dams and reservoirs, or by an engineer of any United States governmental agency acting in his official capacity.

29. OAC 785:25-3-10 requires that trees and heavy vegetation be removed from the slopes, crest, emergency spillway areas, and from an area a minimum distance from the toe of the embankment of thirty (30) feet.

30. OWRB has authority to issue an Order pursuant to OAC 785:25-9-3 and 82 O.S. § 110.10(A) requiring a party to take corrective actions which OWRB deems necessary to place dams in a safe condition and to bring dams into compliance with Oklahoma's Dam Safety Act and OWRB Dam Safety Rules, including minimum design standards for minimum spillway performance standards.

V. ACTIONS AGREED AND ORDERED

The Parties agree to take the following actions, if not already taken:

A. The Application to Construct for Coffee Dams No. 1 -3

31. Coffee will submit an approvable Application to Construct for Coffee Dams No. 1 – 3 by November 30, 2026, in accordance with OAC 785:25-5 and 785:253-6, containing:

- a) An application to construct form;
- b) A maximum cross-section of the dam showing elevation and width of the crest, slopes of upstream and downstream faces, thickness of riprap, zoning of earth embankment, location of cutoff and bonding trenches, elevations, size and type of outlet conduit, valves and operating mechanism;
- c) Area and capacity curves of the proposed reservoirs;
- d) Detailed drawings showing plans, cross and longitudinal sections of the outlet conduits, valves and controls for operating the same, and trash racks;
- e) The discharge capacity in cubic feet per second of the spillway for each foot in water depth above the spillway crest up to the maximum high water level and the formula used in making such determinations;
- f) Detailed plans of spillway structures, cross-section of the channel leading to and from the spillway, spillway profile, and procedures for operation of the spillway structure;
- g) Hydrologic and hydraulic analysis report as described in the publication Hydrologic and Hydraulic Guidelines for Dams in Oklahoma, Oklahoma Water Resources Board, Dam Safety Program, August 2011;
- h) A requirement, during the period of construction, for supervision by an engineer as required in 785:25-7-2;
- i) A provision that the plans and specifications may not be substantially changed or changed in any material respect without prior written consent of the Board; and,
- j) Any variance requests related to the applications.

32. Coffee agrees that Coffee and Freese and Nichols will consult in good faith with the OWRB staff concerning the evaluation of the Dams, whether modifications are necessary, and, if so, what Dams, and if a mutually agreeable consensus is reached the same will be included in the Application for Construction for Coffee Dams No. 1 - 3.

B. The Application to Construct for Coffee Dam No. 6

33. Coffee will submit an updated, approvable Application to Construct form for Coffee Dam No. 6 by November 30, 2026 in accordance with OAC 785:25 and the following information:

- a) An updated application to construct form;
- b) A breach analysis report and map showing the breach inundation area utilizing the publication entitled "Hydrologic and Hydraulic Guidelines for Dams in Oklahoma", Oklahoma Water Resources Board, Dam Safety Program, August 2011 Area and capacity curves of the proposed reservoirs;
- c) If **Coffee Dam No.6** is classified as having high hazard potential, the following items (d and e) shall be required;
- d) A geotechnical report containing:
 - i. A detailed geotechnical investigation and analysis of the dam, and report on such investigation. The geotechnical investigation shall include a minimum boring layout with One (1) crest boring extending through the embankment and foundation materials to bedrock;
 - ii. A profile along the dam axis showing the location, elevation, depth of the boring; and,
- e) A complete and signed emergency action plan (EAP).

C. The Application to Construct for Coffee Dams No. 1 -3 and 6

34. After the Applications to Construct are agreed upon by the parties and approved by the Board and after any necessary modifications or additional work is completed, Coffee agrees to

submit a notice of completion of work form with as-built drawings for any modifications completed on Coffee Dams No. 1 - 3 and Coffee Dam No. 6 within 30 days of the project completion, in accordance with OAC 785:25-7-6.

D. Post-Work Inspection

35. After the Applications to Construct are approved by the Board and any necessary modifications or additional work is completed, Coffee agrees to provide an inspection report on Coffee Dams No. 1 - 3 and Coffee Dam No. 6 by a professional engineer post project completion and submit written inspection reports to the OWRB no later than 30 days after completion.

E. Administrative Penalty

36. Coffee will immediately pay to the OWRB an administrative penalty in the amount of two thousand, five hundred dollars (\$2,500.00). 82 O.S. § 110.10(C); OAC 785:25-11-1.

VI. EFFECTIVE DATE, AMENDMENTS, AND RELEASE CONDITIONS

37. The effective date of this Order shall be the date on which it is approved by the Board.

38. This Order, including any compliance dates, may be amended by mutual agreement of the Board and Respondent. Amendments shall be in writing and shall be in effect when approved by the Board.

39. Satisfaction and Release under this Consent Order is contingent upon Respondent's compliance with the Actions ordered in Section V of this Order does not absolve Respondent, its agents, successors, and assigns of continuing compliance with Oklahoma Water Law, the Oklahoma Dam Safety Act, and Chapter 25 of Title 785 of the Oklahoma Administrative Code with respect to Coffee Dams No. 1-6.

ORDER

IT IS SO ORDERED in regular and open meeting of the Oklahoma Water Resources Board

this _____ day of _____, 2026.

C & F RANCH L.C., Respondent

By: V. Glenn Coffee
Name: V. Glenn Coffee
Title: Manager

7/8/26
Date

COFFEE GROUNDS, LLC, Respondent

By: V. Glenn Coffee
Name: V. Glenn Coffee
Title: Manager

7/8/26
Date

OKLAHOMA WATER RESOURCES BOARD

By: _____
Thomas Gorman, Chairman

ATTEST:

By: _____
Heather McCall, Secretary

(SEAL)