

OKLAHOMA WATER RESOURCES BOARD MEETING INFORMATION

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

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

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

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

1.B.

**September 15 ,2026 Regular Meeting Draft Official Minutes
For consideration at the October 20, 2026, Board Meeting**

CALL TO ORDER

The Regular Meeting of the Oklahoma Water Resources Board was called to order by Acting Chair Bob Latham, on September 15, 2026, at 9:30 a.m. at the Oklahoma Judicial Center located at 2100 N. Lincoln Blvd., Oklahoma City, Oklahoma 73105. 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 September 11, 2026, at 10:00 a.m., at the Oklahoma Water Resources Board's offices at 3800 N. Classen Boulevard, Oklahoma City, Oklahoma and our website: [Oklahoma Water Resources Board \(835\)](#)

- A. Roll Call. Chair Latham 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
Jarred Campbell
Bob Latham *acting chair*

Board Members Absent

Tom Gorman

Staff Members Present

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

Others Attending

See attached list to these meeting minutes

- B. Discussion, Amendments and Vote to Approve Official Minutes of July 21, 2026, Regular meeting.

Chair Latham inquired if all members reviewed the minutes of the July 21, 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. Justice seconded the motion. Chair Latham called for the vote.

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

- C. Executive Director's Report:

Director Cunningham welcomed everyone and introduced Gary McManus who is our state climatologist. Mr. McManus gave a report on Oklahoma's drought conditions and other factors affecting Oklahoma.

Director Cunningham emphasized the importance of water planning and the need for investments in Oklahoma following Mr. McManus' report and recognized our FA Division who is finishing out the ARPA grants and closing the door on over more than 200 projects which boost infrastructure.

Also, our FA Division was recognized by Scott Mason, the Region 6 Director EPA for receiving the number one State Excellence award for the State Revolving Clean Water program.

Director Cunningham briefed on the Canton Lake release which is scheduled to begin this week. OKC holds the water and storage rights for Canton Lake and conducted a meeting prior to the scheduled release.

Director Cunningham reported Representative Newton held an interim study on groundwater. Representative Newton had us contribute our expertise regarding groundwater trends, our water rights laws and other technical information.

The Emergency Drought Committee is meeting on September 22nd to discuss drought conditions and assess funding availability to assist AG producers. The committee has approved over \$51 million dollars for AG conservation.

E. Financial Update

The financial update was not given but the report was provided in the packet and distributed to our Board.

2. FINANCIAL ASSISTANCE DIVISION

- A. Consideration of and Possible Action on a Proposed Order Approving Clean Water Funding Application for The Claremore Public Works Authority, Rogers County, Oklahoma. Recommended for Approval.

This is a loan request from The Claremore Public Works Authority in the amount of \$10,000,000 of which \$1M will be in the form of loan forgiveness. The loan proceeds will be used to replace approximately 8,204 water meters, 12,974 electric meters, and 41 large-diameter water meters and associated AMI technology.

The current metering system has experienced consistent failures and needs replaced with more advanced infrastructure. Electric meters are eligible through the CWSRF program if OK Conservation Commission approves them as a project that aligns with their nonpoint source management program. These met the requirements under that program. The project will be funded through the Clean Water SRF loan program with a fixed interest rate plus an administrative fee, and a requested maturity of 15 years. The estimated useful life of the project is 20 years.

The loan will be secured with a lien on the revenues of the applicant's water, sewer and electric systems. Claremore has one other loan outstanding with the Board with a balance of \$26.6 million. Their debt coverage ratio stands at 2.84 times.

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

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

NAY: None

ABSTAIN: None

ABSENT: Gorman

3. SUMMARY DISPOSITION AGENDA ITEMS

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

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

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

1. Emergency Grant Applications:

a.	FAP-26-0005-G	Commerce Development Authority	Ottawa	\$	75,000.00
b.	FAP-27-0001-G	Geary Utilities Authority	Blaine	\$	250,000.00

2. Rural Economic Action Plan (REAP) Grant Applications: None.

3. CWSRF Principal Forgiveness Loan Applications: None.

4. DWSRF Principal Forgiveness Loan Applications: None.

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

6. American Rescue Plan Act (ARPA) Grant Applications: None.

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

- 1. Agreement between BancFirst and OWRB for financial custody services for the funds allocated to the OWRB Water and Wastewater Infrastructure Investment Fund.
- 2. Agreement between BancFirst and OWRB for financial custody services for the funds allocated to the OWRB REAP Program.
- 3. Agreement between BancFirst and OWRB for financial custody services for the funds allocated to the State ARPA Interest Program.

4. Renewal with OMES of Fleet Management Tracking System for FY 2027.
5. Master Services Agreement for technology provided by OMES for FY2027.
6. Contract between OWRB and Freese and Nichols to conduct the 2027 Clean Watersheds Needs Survey.
7. Agreement between Oklahoma State University and the Oklahoma Water Resources Board for Oklahoma Hydronet Development Support from September 16, 2026, through June 30, 2027.
8. Agreement for lab analysis between Oklahoma Water Resources Board & Oklahoma Department of Environmental Quality.
9. Agreement with USDA for reimbursement of FY26 funds for gauges.
10. Joint funding agreement with the USGS Oklahoma/Texas Water Science Center for continued operation and maintenance of monitoring equipment on selected springs, streams, and groundwater wells in the Arbuckle-Simpson aquifer.
11. Modification to amend the joint funding agreement with the USGS Oklahoma/Texas Water Science Center for the Ogallala aquifer groundwater model project to add USGS funds to the agreement.
12. Agreement with DataBank for OnBase services and support in the Hyland Cloud.

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

1. Colby Chester Crawford, Harmon County, 2022-550
2. City of Lawton, Comanche County, 2024-507
3. Jack Sherry, Hughes County, 2024-610
4. Dennis and Patricia Mace, Caddo County, 2025-589
5. City of Wilson, Carter County, 2025-631
6. CK Southern Construction, LLC, McCurtain County, 2025-632
7. Ashley Unruh, Caddo County, 2026-518
8. Ashley Unruh, Caddo County, 2026-519
9. John Edward Repp and Markie Jo Repp, Caddo County, 2026-532
10. Johnson Land, LLC, Alfalfa County, 2026-546
11. Quarter Circle S. Land & Cattle, LLC, Roger Mills County, 2026-549
12. Sooner 66 Properties, LLC, Caddo County, 2026-552
13. Braden and Raegan Cunningham, Harmon County, 2026-556
14. Braden and Raegan Cunningham, Harmon County, 2026-557
15. Colby Chester Crawford, Harmon County, 2026-562
16. Leon Watson Langford, Major County, 2026-565
17. Benita Jeanne Reimer Revocable Trust, Major County, 2026-572
18. Andy and Nicole Reimer, Major County, 2026-573

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

1. Jay Michael Baker and Misty Lynn Baker, Custer County, 1983-588D
2. R. Dean Smith Real Estate, LLC, Caddo County, 1995-517
3. R. Dean Smith Real Estate, LLC, Caddo County, 2007-528
4. R. Dean Smith Real Estate, LLC, Caddo County, 2007-529
5. R. Dean Smith Real Estate, LLC, Caddo County, 2007-530
6. R. Dean Smith Real Estate, LLC, Caddo County, 2012-543
7. Kade Sanford and Megan Sanford, Beckham County, 2023-526

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

1. The Gary Vignal Living Trust, Custer County, 2023-679
2. FHA Land and Cattle, LLC, Creek County, 2025-526

3. Blue Sage Land and Cattle, LLC, Beaver County, 2025-573
4. JDM Farms, LLC, Texas County, 2025-584
5. Joe Bob Babek, Greer County, 2025-624
6. El Reno Sod Farm, Inc., Canadian County, 2026-501
7. Triplett Ranch, LLC, Logan County, 2026-529
8. JJ Schneider Farms, LLLP, Ellis County, 2026-539
9. Tyler and Amanda Kamp, Beaver County, 2026-542
10. F & K Land, LLC, Texas County, 2026-558
11. Trevin Watson, Beaver County, 2026-560
12. Jeff Newlon and Vicky Newlon, Texas County, 2026-567

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

1. Seaboard Foods, LLC Texas County, 1973-309B
2. FD Guymon Farms, LLC, Texas County, 1984-513A
3. City of Nichols Hills, Oklahoma County, 1985-558
4. City of Nichols Hills, Oklahoma County, 2004-520D

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

1. Meridian Aggregates Company, Kiowa County, 1955-631B

J. Consideration of and Possible Action on Applications to for Term/Seasonal Permits to Use Stream Water:

1. Midwest Farming Co., Canadian County, 2026-019

K. Consideration of and Possible Action on Applications for Regular Permits to Use Stream Water:

1. Tristone Holdings, LLC, Osage County, 2025-026
2. Chad Eberle Selman, Scott Lee Selman and Meredith Elaine Selman, and Charlie Selman, Okmulgee County, 2026-005
3. Joe and Tracey Delos Santos, Pottawatomie County, 2026-007

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: C&H Water Well Services
 1. Operator: Wyatt CampbellActivities: Pump installation
- b. Licensee: Contract Dewatering Services
 2. Operator: Richard MillerActivities: Groundwater
- c. Licensee: Tilley Environmental Services, LLC
 3. Operator: Andrew TilleyActivities: Groundwater
- d. Licensee: Impressive Water Works, LLC
 4. Operator: Paul SchmidtActivities: Groundwater
- e. Licensee: Triangle J Water Wells
 5. Operator: John GandyActivities: Groundwater

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

- a. Licensee: Gilberts Hardrock Drilling
 1. Operator: Anthony GarciaActivities: Pump Installation
- b. Licensee: Burgess Engineering & Testing
 2. Operator: Jeremy YonnesActivities: Geotechnical
- c. Licensee: Pump & Supply LLC
 3. Operator: Brandon PierceActivities: Pump Installation
- d. Licensee: Envirotech Drilling Services, LLC
 4. Operator: Nathan CornettActivities: Groundwater and monitoring wells
- d. Licensee: GSI Engineering, LLC
 4. Operator: Matthew WoldActivities: Monitoring wells

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

1. Upper Black Bear Creek Watershed, Noble County, OK01437
2. Shawnee City Lake No. 1, Pottawatomie County, OK11039
3. Bunch Lake Dam, McClain County, OK305956
4. Strong City Recycle East Pit, Roger Mills County, OK30765
5. Strong City Recycle West Pit, Roger Mills County, OK30766

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-2026-08

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

1. Michael Medders, Town of Haskell, #FPA-870
2. Cam Huynh, City of Lawton, #FPA-871
3. Keith Johnston, City of Newcastle, #FPA-872
4. Amanda Miller, Town of Spavinaw, #FPA-873

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

1. June 29, 2026, Hearing (groundwater)
 - a. Ellison Investments LLC, Canadian County, 1955-279
 - b. Johnnie Wilcoxon, Jefferson County, 1955-1428
 - c. Grace T. Hoffman Revocable Trust, Cimarron County, 1956-884
 - d. Earl S. Crowder, Alfalfa County, 1975-846
 - e. Andy J. Carson, Beaver County, 1976-704B
 - f. Lou V. Shuman, Harper County, 1977-548
 - g. Carl Huling, Beaver County, 1979-762
 - h. Arthur L. Twombly, Cimarron County, 1980-627
 - i. Mike & Kula Finnell, Washita County, 1982-604
 - j. Hubert Kamphaus, Washita County, 1982-618
 - k. Don Streller, Noble County, 1982-938
 - l. Danne Beason, Beckham County, 1983-657
 - m. Ina Hagee Osborne, Oklahoma County, 2017-527

2. July 20, 2026, Hearing (groundwater)

- a. N. J. Shelby, Harmon County, 1954-292
- b. Rick Opitz, Caddo County, 1954-1262
- c. W. T. Yearwood, Washita County, 1955-372
- d. Flora M. Gore, Washita County, 1955-745A
- e. Richard R. & Bobbi M. McGrory, Comanche County, 1957-462
- f. Al Stidham, Caddo County, 1964-327
- g. Tony Uhlig, Grady County, 1964-498
- h. M. Duane Yearwood, Caddo County, 1964-561
- i. Danny and Donna Lewallen, Caddo County, 1965-607
- j. John & Lola Jean Lamle, Alfalfa County, 1966-619
- k. Henry F. Carman, Muskogee County, 1967-582
- l. Loria Winters, Cotton County, 1968-109
- m. Alvin Coppock, Major County, 1970-023A
- n. Garry R. Vincent, Ellis County, 1973-393
- o. Dynege Energy Resources, Alfalfa County, 1974-432
- p. Ruth Irwin, Roger Mills County, 1975-864
- q. Randy Riggs, Harper County, 1979-737
- r. Susie M. Humphries, Choctaw County, 1980-690
- s. Warren Dean & Christa Sue Hughes, Alfalfa County, 1981-704
- t. Roy Ryan Farms Inc, Tillman County, 1981-790
- u. Mary Lue Jones, Grady County, 1983-574
- v. National By-Products, Major County, 1989-576
- w. Latta Farms of Oklahoma, Inc, Delaware County, 1989-599
- x. Diamond A Inc, Woods County, 1991-580
- y. Ernest Frye Jr., Delaware County, 1993-591
- z. Kimmy D. & Cindy D. Morrow, Delaware County, 1994-584
- aa. Kenneth R. & Sharon R. Bingham, Haskell County, 1996-526
- bb. Dwight Vincent, Le Flore County, 1996-606
- cc. James & Vicki Herr, Mayes County, 1996-624
- dd. Kenneth R. & Sharon R. Bingham, Haskell County, 1997-554
- ee. Joy Shryock, Beaver County, 2003-577D
- ff. 984 Holding's LLC, Payne County, 2022-566

3. June 29, 2026, Hearing (stream water)

- a. James C. Walters, Hughes County, 1999-007

4. July 20, 2026, Hearing (stream water)

- a. John E. Jones, Pottawatomie County, 1972-003
- b. D. G. Hall, Hughes County, 1975-011
- c. Patricia M. Dodd & James B. Miller, Garvin County, 1989-002
- d. J. D. Davenport, Pittsburg County, 1990-028
- e. Two Rivers Organic Ranch LP, Bryan County, 2005-023
- f. James Morrill, Delaware County, 2007-013
- g. Lottawater LLC, Kingfisher County, 2016-039

- R. Consideration of and Possible Action on Stream Water Permit Excused Nonuse:
None
- S. Consideration of and Possible Action on an Informal Disposition Order:
None
- T. Consideration of and Possible Action on Consent Order:
1. Coffee Dams No. 1-3 and 6, Canadian County, OK30688, OK30689, OK30690, OK30686

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

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

NAY: None

ABSTAIN: None

ABSENT: Gorman

04000 4. PROPOSED EMERGENCY RULES OF THE BOARD **Chair Tom Gorman**

- A. Possible Board Action on New Emergency Rules Proposed for Adoption During 2026
1. Summary of Proposed Amendments to Chapter 50 – Rules of Practice and Hearings – Ms. Lori Johnson

**SUBCHAPTER 23. WATER AND WASTEWATER INFRASTRUCTURE INVESTMENT
PROGRAM REQUIREMENTS AND PROCEDURES [NEW]**

785:50-23-1. General procedures

785:50-23-2. Approval criteria

785:50-23-3. Evaluation criteria for funding loans for water and wastewater infrastructure for workforce housing development and commercial site readiness.

785:50-23-4. Evaluation criteria for funding loans for environmental compliance and management programs.

785:50-23-5. Terms and conditions

785:50-23-6. Disbursement of funds

- B. Questions and Discussion by Board Members
- C. Vote on whether to approve recommended emergency rules as presented or as may be revised after discussions.

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

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

NAY: None

ABSTAIN: None

ABSENT: Gorman

05000 5. SPECIAL CONSIDERATION

Chair Tom Gorman

A. No Special Consideration items.

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

06000 6. NEW BUSINESS

Chair Tom Gorman

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

07000 7. ADJOURNMENT

Chair Tom Gorman

The next regular meeting of the Oklahoma Water Resources Board will be held on Tuesday, October 20, 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



SEPT 2026 FOR FY2027
FY 2027 Expenses by Fund and Category

	Fund	General Revenue		Budgeted	Expended	Balance	Percentage Remaining	Spend
By Fund	19313	1	FY2026 Carryover	0	0	0	#DIV/0!	
	19701	1	FY2027 Appropriation	9,830,542	1,608,684	8,221,858	84%	
	19702	1	FY2027 Appropriation - SB1175	925,000	20,277	904,723	98%	
			Total General Revenue	10,755,542	1,628,960	9,126,582	85%	15%
			Revolving Funds					
	21000	2	Drillers Indemnity Fund	50,000	0	50,000	100%	
	21500	3	OWRB Revolving Fund	2,856,572	462,237	2,394,335	84%	
	23500	4	Phase II A-S Hydro St Rev Fund	807,575	306	807,269	100%	
	24000	5	Revolving Fund	1,027,000	347,322	679,678	66%	
	24500	6	Drillers Regulation Fund	0	0	0		
	25000	7	Water Infrastructure Dev. Fund (OCWP)	3,407,099	451,867	2,955,232	87%	
	26000		Water & WW Investment Fund	1,000,000	0	1,000,000	100%	
	42000	8	USGS Cooperative Agreement	300,500	0	300,500	100%	
	44400	9	DW Loan Administration Fund	1,431,003	164,964	1,266,039	88%	
	44500	10	CW Loan Administration Fund	2,998,053	326,900	2,671,153	89%	
	72000		GWC Special Fund	185,600	0	185,600	100%	
			Total Revolving Funds	14,063,402	1,753,596	12,309,806	88%	12%
			Federal Funds					
	40000	11	Federal Fund - General	1,252,564	104,800	1,147,764	92%	8%
	40700	12	Federal Fund - Engineering and Planning	2,781,474	269,268	2,512,206	90%	10%
	49700	13	Federal Fund - *ARPA	1,280,532	203,717	1,076,815	84%	16%
			Total Federal Funds	5,314,570	577,784	4,736,786	89%	11%
			Total Funding	30,133,514	3,960,341	26,173,173	87%	13%
By Category				Budgeted	Expended	Balance	Percentage Remaining	
	510000	14	Salary Expense	9,473,589	1,972,795	7,500,794	79%	21%
	512000	15	Insurance	1,577,729	316,200	1,261,529	80%	20%
	513000	16	FICA and Retirement	1,623,590	328,960	1,294,630	80%	20%
	515000	17	Professional Services	12,612,745	1,015,577	11,597,168	92%	8%
	519000	18	Flexible Benefits	18,000	3,006	14,994	83%	17%
			Total Personal Services	25,305,653	3,636,538	21,669,115	86%	14%
	520000	19	Travel Expense	745,943	52,663	693,280	93%	7%
	530000	20	Administrative Expense	1,873,005	269,697	1,603,308	86%	14%
	540000	21	Furniture and Equipment Expense	927,367	1,443	925,924	100%	0%
	550000	22	Intra Inter Agency Payments	1,281,546	0	1,281,546	100%	0%
			Total Operating Expenses	4,827,861	323,802	4,504,059	93%	7%
			Total Expenditures	30,133,514	3,960,341	26,173,173	87%	13%

2. FINANCIAL ASSISTANCE DIVISION

October 20, 2026

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Rural Water District No. 1, Woods County

Loan Application No.: ORF-26-0016-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Funding Requested: \$863,761.33

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

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

Loan Security Position: The DWSRF loan shall be secured with a lien on the revenues of the applicant's water 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) replace a water transmission line, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

Sources of Funds (Est.)

Loan Proceeds	\$863,761.33
Total	\$863,761.33

Uses of Funds (Est.)

Project	\$843,261.33
Bond Counsel	20,000.00
Trustee Bank	500.00
Total	\$863,761.33

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-26-0016-DW IN THE NAME OF)
RURAL WATER DISTRICT No. 1)
WOODS COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 20th day of October, 2026.

WHEREAS, Rural Water District No. 1, Woods County, Oklahoma (the "Applicant") has made its Application for Funding No. ORF-26-0016-DW (the "Loan Application") to the Board and to the Oklahoma Department of Environmental Quality (the "DEQ") for a loan from the Drinking Water Treatment Revolving Loan Account (the "DWSRF"), pursuant to Title 82 Oklahoma Statutes 2021, Sections 1085.71 *et seq.*, as amended; and

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

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

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

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

Application for Funding No. ORF-26-0016-DW in the name of Rural Water District No. 1, Woods 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) replace a water transmission line, 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 \$863,761.33. The Applicant shall pay interest on the loan at a fixed rate to be determined prior to closing plus an administrative fee at the rate of 0.5% per annum, all on the outstanding balance of disbursed loan proceeds. Interest, administrative fee, and any principal payments shall be made on a semi-annual basis. The Applicant shall commence principal repayment no later than one (1) year

**ORDER APPROVING LOAN APPLICATION
RURAL WATER DISTRICT No. 1, WOODS COUNTY, OKLAHOMA
ORF-26-0016-DW**

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

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

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

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

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

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

So ordered this 20th day of October, 2026 in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

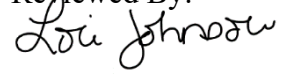
ATTEST:

Heather McCall, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
RURAL WATER DISTRICT No. 1, WOODS COUNTY, OKLAHOMA
ORF-26-0016-DW**

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Chouteau Public Works Authority, Mayes County

Loan Application No.: ORF-25-0002-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Funding Requested: \$1,200,000.00

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

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

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

Purpose: The applicant will utilize the loan proceeds to: (i) replace approximately 14,233 linear feet of water lines throughout the system, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

Sources of Funds (Est.)

Loan Proceeds	\$1,200,000.00
Total	<u><u>\$1,200,000.00</u></u>

Uses of Funds (Est.)

Project	\$1,129,500.00
Bond Counsel	30,000.00
Financial Advisor	25,000.00
Local Counsel	15,000.00
Trustee	500.00
Total	<u><u>\$1,200,000.00</u></u>

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-25-0002-DW IN THE NAME OF)
THE CHOUTEAU PUBLIC WORKS AUTHORITY)
MAYES COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 20th day of October, 2026.

WHEREAS, The Chouteau Public Works Authority (the "Applicant") has made its Application for Funding No. ORF-25-0002-DW (the "Loan Application") to the Board and to the Oklahoma Department of Environmental Quality (the "DEQ") for a loan from the Drinking Water Treatment Revolving Loan Account (the "DWSRF"), pursuant to Title 82 Oklahoma Statutes 2021, Sections 1085.71 *et seq*, as amended; and

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

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

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

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

Application for Funding No. ORF-25-0002-DW in the name of The Chouteau 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) replace approximately 14,233 linear feet of water lines throughout the system, all related appurtenances (the “Project”), and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. A loan shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$1,200,000.00. 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

**ORDER APPROVING LOAN APPLICATION
THE CHOUTEAU PUBLIC WORKS AUTHORITY
ORF-25-0002-DW**

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

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

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

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

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

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

So ordered this 20th day of October, 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 CHOUTEAU PUBLIC WORKS AUTHORITY
ORF-25-0002-DW**

Reviewed By:

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

Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Poteau Valley Improvement Authority, LeFlore County

Loan Application No.: ORF-25-0050-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Funding Requested: \$1,200,000.00

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

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

Loan Security Position: The DWSRF loan shall be secured with a lien on the revenues of the applicant's water 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) install Automatic Meter Infrastructure (AMI) meters and related technology throughout the system, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

Sources of Funds (Est.)

Loan Proceeds	\$1,200,000.00
Total	<u><u>\$1,200,000.00</u></u>

Uses of Funds (Est.)

Project	\$1,136,500.00
Bond Counsel	30,000.00
Financial Advisor	30,000.00
Local Counsel	3,000.00
Trustee Bank	500.00
Total	<u><u>\$1,200,000.00</u></u>

**ORDER APPROVING LOAN APPLICATION
THE POTEAU VALLEY IMPROVEMENT AUTHORITY
ORF-25-0050-DW**

following Project completion, and the maturity of the loan shall be no later than twenty (20) years following the date the Project is completed.

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

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

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

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

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

So ordered this 20th day of October, 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 POTEAU VALLEY IMPROVEMENT AUTHORITY
ORF-25-0050-DW**

Reviewed By:

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

Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Waurika Public Works Authority, Jefferson County

Loan Application No.: ORF-22-0014-DW
Drinking Water SRF Loan (“DWSRF Loan”)

Funding Requested: \$1,231,250.00

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

Loan Payment Term: Interest, administrative fee, and principal payments shall be made on a semi-annual basis. The applicant shall commence principal repayment no later than one (1) year following Project completion and the maturity of the loan shall be no later than twenty-nine (29) years following the date the Project is completed.

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

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

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$1,231,250.00	Project	\$8,024,000.00
EPA Funding	5,892,000.00	Bond Counsel	40,000.00
OWRB ARPA Grant	1,000,000.00	Financial Advisor	40,000.00
		Local Counsel	18,750.00
		Trustee Bank	500.00
Total	<u>\$8,123,250.00</u>	Total	<u>\$8,123,250.00</u>

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-22-0014-DW IN THE NAME OF)
WAURIKA PUBLIC WORKS AUTHORITY)
JEFFERSON COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 20th day of October, 2026.

WHEREAS, Waurika Public Works Authority (the "Applicant") has made its Application for Funding No. ORF-22-0014-DW (the "Loan Application") to the Board and to the Oklahoma Department of Environmental Quality (the "DEQ") for a loan from the Drinking Water Treatment Revolving Loan Account (the "DWSRF"), pursuant to Title 82 Oklahoma Statutes 2021, Sections 1085.71 *et seq*, as amended; and

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

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

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

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

Application for Funding No. ORF-22-0014-DW in the name of Waurika 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) construct a new water treatment plant, all related appurtenances (the "Project"), and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. A loan shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$1,231,250.00. The Applicant shall pay interest on the loan at a fixed rate to be determined prior to closing plus an administrative fee at the rate of 0.5% per annum, all on the outstanding balance of disbursed loan proceeds. Interest, administrative fee, and any principal payments shall be made on a semi-annual basis. The Applicant shall commence principal repayment no later than one (1) year

**ORDER APPROVING LOAN APPLICATION
WAURIKA PUBLIC WORKS AUTHORITY
ORF-22-0014-DW**

following Project completion, and the maturity of the loan shall be no later than twenty-nine (29) years following the date the Project is completed.

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

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

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

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

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

So ordered this 20th day of October, 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
WAURIKA PUBLIC WORKS AUTHORITY
ORF-22-0014-DW**

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: Stratford Public Works Authority, Garvin County

Loan Application No.: FAP-27-0002-L
State Loan Program Revenue Bond Loan (“FAP Loan”)

Amount Requested: \$1,455,000.00

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 (30) years.

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

Purpose: The applicant will utilize the loan proceeds to: (i) rehabilitate the existing water supply system and improve the water distribution system, all related appurtenances (the “Project”), (ii) satisfy the Local Reserve Requirement, if necessary; and (iii) pay related costs of issuance.

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
Loan Proceeds	\$1,403,067.00	Project	\$3,659,317.00
IHS Funds	1,402,000.00	Bond Counsel	52,500.00
Local Funds	1,000,000.00	Financial Advisor	52,500.00
		Local Counsel	25,000.00
		OWRB Costs of Issuance	15,000.00
		Trustee Bank	750.00
Total	<u>\$3,805,067.00</u>	Total	<u>\$3,805,067.00</u>

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

IN THE MATTER OF LOAN APPLICATION)
NO. FAP-27-0002-L IN THE NAME OF)
STRATFORD PUBLIC WORKS AUTHORITY)
GARVIN COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 20th day of October, 2026.

WHEREAS, Stratford Public Works Authority (the "Applicant") has made its Application for Funding No. FAP-27-0002-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-27-0002-L in the name of Stratford Public Works Authority be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) rehabilitate the existing water supply system and improve the water distribution system, 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 \$1,455,000.00. 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 (30) years.

**ORDER APPROVING LOAN APPLICATION
STRATFORD PUBLIC WORKS AUTHORITY
FAP-27-0002-L**

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

3. 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 20th day of October, 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

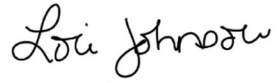
ATTEST:

Heather McCall, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
STRATFORD PUBLIC WORKS AUTHORITY
FAP-27-0002-L**

Reviewed By:

A handwritten signature in cursive script, appearing to read "Lori Johnson".

Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Shawnee Municipal Authority, Pottawatomie County

Loan Application No.: ORF-26-0056-CW
Clean Water SRF Loan (“CWSRF Loan”)

Amount Requested: \$4,250,000.00

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 lien on the revenues of the applicant's water and sewer systems, a 0.5 cents 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 approximately 10 new manholes, replace 34 existing manholes and approximately 16,705 linear feet of sanitary sewer lines, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

Sources of Funds (Est.)

Loan Proceeds	\$4,250,000.00
Total	\$4,250,000.00

Uses of Funds (Est.)

Project	\$4,117,000.00
Bond Counsel	66,250.00
Financial Advisor	66,250.00
Trustee Bank	500.00
Total	\$4,250,000.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-26-0056-CW IN THE NAME OF)
SHAWNEE MUNICIPAL AUTHORITY)
POTTAWATOMIE COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 20th day of October, 2026.

WHEREAS, Shawnee Municipal Authority (the "Applicant") has made its Application for Funding No. ORF-26-0056-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-26-0056-CW in the name of Shawnee 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 approximately 10 new manholes, replace 34 existing manholes and approximately 16,705 linear feet of sanitary sewer lines, 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 \$4,250,000.00. 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
SHAWNEE MUNICIPAL AUTHORITY
ORF-26-0056-CW**

2. The loan shall be secured with a lien on the revenues of the Applicant's water and sewer systems, a 0.5 cents 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 20th day of October, 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
SHAWNEE MUNICIPAL AUTHORITY
ORF-26-0056-CW**

Reviewed By:

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

Lori Johnson, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Chickasha Municipal Authority, Grady County

Loan Application No.: FAP-26-0021-L
State Loan Program Revenue Bond Loan (“FAP Loan”)

Amount Requested: \$6,000,000.00

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 (30) years.

Security Position: The loan shall be secured with a lien on the revenues of the applicant's water, sewer, and sanitation systems, a 1.25 cents 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) provide additional funds for FAP-23-0009-L that was approved on July 18, 2023, to construct a new 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	\$ 6,048,584.15
FAP-23-0009-L	69,824,786.50
Local Funds	7,441,663.46

Total

<u>\$83,315,034.11</u>

Uses of Funds (Est.)

Project	\$83,109,951.26
Bond Counsel	60,485.84
Financial Advisor	60,485.84
OWRB Costs of Issuance	53,118.25
Local Counsel	30,242.92
Trustee Bank	750.00

Total

<u>\$83,315,034.11</u>

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

IN THE MATTER OF LOAN APPLICATION)
NO. FAP-26-0021-L IN THE NAME OF)
CHICKASHA MUNICIPAL AUTHORITY)
GRADY COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 20th day of October, 2026.

WHEREAS, Chickasha Municipal Authority (the "Applicant") has made its Application for Funding No. FAP-26-0021-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-26-0021-L in the name of Chickasha 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) provide additional funds for FAP-23-0009-L that was approved on July 18, 2023, to construct a new 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 \$6,000,000.00. 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 (30) years.

**ORDER APPROVING LOAN APPLICATION
CHICKASHA MUNICIPAL AUTHORITY
FAP-26-0021-L**

2. The loan shall be secured with a lien on the revenues of the Applicant's water, sewer, and sanitation systems, a 1.25 cents 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 20th day of October, 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

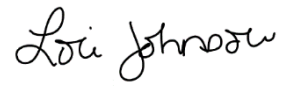
ATTEST:

Heather McCall, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
CHICKASHA MUNICIPAL AUTHORITY
FAP-26-0021-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 Claremore Public Works Authority, Rogers County

Loan Application No.: FAP-27-0001-L
State Loan Program Revenue Bond Loan (“FAP Loan”)

Amount Requested: \$29,600,000.00

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 (30) years.

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

Purpose: The applicant will utilize the loan proceeds to: (i) design and construct various water and wastewater projects throughout the system, 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	\$28,380,456.25
Total	<u><u>\$28,380,456.25</u></u>

Uses of Funds (Est.)

Project	\$27,618,627.13
Bond Counsel	286,304.56
Financial Advisor	286,304.56
OWRB Costs of Issuance	188,470.00
Trustee Bank	750.00
Total	<u><u>\$28,380,456.25</u></u>

**ORDER APPROVING LOAN APPLICATION
THE CLAREMORE PUBLIC WORKS AUTHORITY
FAP-27-0001-L**

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

3. 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 20th day of October, 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

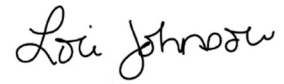
ATTEST:

Heather McCall, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
THE CLAREMORE PUBLIC WORKS AUTHORITY
FAP-27-0001-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

THE OKLAHOMA WATER RESOURCES BOARD MET IN REGULAR SESSION ON THE 20th DAY OF OCTOBER, 2026, IN THE BOARD ROOM OF THE OKLAHOMA WATER RESOURCES BOARD, 3800 NORTH CLASSEN BOULEVARD, OKLAHOMA CITY, OKLAHOMA.

Boardmembers Present:

Absent:

(other business)

Thereupon, the Chairman introduced a resolution authorizing loans to be funded by the Oklahoma Water Resources Board (hereinafter, the "Board") for the purpose of fulfilling the Board's Water and Wastewater Infrastructure Investment Program ("WWIIP"). Upon completion of discussion with respect to such resolution, Boardmember _____ moved the adoption thereof, which motion was seconded by Boardmember _____. The Board was polled on the question of the adoption of said resolution, resulting in its adoption by the following vote:

Aye:

Nay:

The resolution, as adopted, is as follows:

RESOLUTION AUTHORIZING THE AWARD AND DISBURSEMENT OF LOAN FUNDS BY THE OKLAHOMA WATER RESOURCES BOARD'S WATER AND WASTEWATER INFRASTRUCTURE INVESTMENT PROGRAM; AUTHORIZING THE EXECUTIVE DIRECTOR, OR THEIR DESIGNEE, TO APPROVE AND CLOSE SUCH LOANS; APPROVING AND AUTHORIZING STAFF TO DRAFT THE FORM OF PROMISSORY NOTE AND LOAN AGREEMENT TO BE EXECUTED BY BORROWERS; ESTABLISHING CERTAIN TERMS TO BE CONTAINED WITHIN THE LOAN DOCUMENTS; ESTABLISHING CRITERIA FOR PRINCIPAL FORGIVENESS OF CERTAIN LOANS; AUTHORIZING EXECUTION BY USE OF THE CHAIRMAN'S FACSIMILE SIGNATURE TO LOAN AGREEMENTS AND SUCH OTHER AND FURTHER WWIIP INSTRUMENTS, CERTIFICATES AND DOCUMENTS AS MAY BE REQUIRED FOR THE PROGRAM; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Legislature and the people of the State of Oklahoma have evidenced their desire to provide financial assistance to the State and cities, towns, counties, rural water or sewer districts, irrigation districts, public trusts, master conservancy districts and other political subdivisions of the State, or any combination thereof, and also to private citizens or entities (but only for environmental compliance and management programs) (the "Eligible Entities") for purposes of financing the development and implementation of water and wastewater improvement projects,

including but not limited to incentivizing planning for water and wastewater infrastructure for workforce housing development and commercial site readiness and for environmental compliance and management programs (the "Projects") by the enactment of the Water and Wastewater Infrastructure Investment Program ("WWIIP"), 82 O.S. 2011, Section 1085.66-1085.67, inclusive, as amended (the "Act"); and

WHEREAS, pursuant to provision of Sections 1085.66 and 1085.67 of the Act, the Board is empowered to make loans from the proceeds thereof to Eligible Entities to finance qualifying Projects under the Act; and

WHEREAS, in furtherance of such purposes the Board has determined to take applications for WWIIP loans from Eligible Entities; and

WHEREAS, the Board is authorized by Section 1085.66(A)(2) to allocate funds to private citizens or entities for environmental compliance and management programs, such private citizens or entities being Eligible Entities only for purposes of environmental compliance and management programs; and

WHEREAS, the Board desires to expedite the loan application, review, closing, and funding process in order to place the least possible administrative burden on the recipients of the WWIIP loan funds and provide the fastest possible processing time from initiating the loan application to disbursing funds for project costs; and

WHEREAS, in order to expedite such process, the Board desires to designate the Executive Director of the Board as an authorized individual to approve WWIIP loan applications and to affix the facsimile signature of the Chairman of the Board to WWIIP loan agreements and other WWIIP related documents.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board hereby authorizes the Executive Director of the Board, or their designee, to review WWIIP loan applications and to approve those that meet the purposes of the WWIIP set forth in the Act, and the requirements contained in the WWIIP rules approved by the Board and in this resolution. Applications shall be received whenever submitted by an applicant, the application period for the WWIIP being an "open" application period without an annual deadline, and applications shall be processed on a "first come first served" basis.

2. The Board hereby approves staff to draft the form of Loan Agreement, and Promissory Note to be executed by borrowers, provided that every such Loan Agreement and Promissory Note shall include a clawback provision wherein the loan recipient agrees to reimburse the program all, or any part of, the loan disbursed to the recipient upon the failure of the recipient to fulfill the loan contract terms. The Board hereby authorizes the Executive Director of the Board, or their designee, to review and approve any proposed additions, deletions or other changes to the above described documents.

3. The interest rate on WWIIP loans, the maximum loan amount, and the maximum number of WWIIP loans a single recipient may receive in any one fiscal year are all set forth in Exhibit "A" attached hereto and incorporated herein by reference. The repayment term of WWIIP loans shall be no more than the term set forth in Exhibit "A". Every WWIIP loan recipient shall be required to demonstrate the financial capacity to achieve the specified debt coverage ratio set forth in Exhibit "A" of the debt service requirements which the recipient is obligated to pay, but not including any principal amounts that are designated for principal forgiveness. Except for loans for authorized environmental compliance and management programs, repayment of WWIIP loans must begin no later than the time set forth in Exhibit "A".

4. The Executive Director of the Board, or their designee, is hereby authorized to affix the facsimile signature of the Chairman of the Board to WWIIP loan agreements and other WWIIP related documents that have been approved by the Executive Director or their designee.

5. The Executive Director of the Board, or their designee, may award principal forgiveness to any WWIIP loan recipient who receives a WWIIP loan for authorized environmental compliance and management programs, such as septic tank replacement and/or water well replacement or rehabilitation if such loan recipient meets the requirements set forth in this resolution. The maximum amount of principal forgiveness that may be awarded to any loan recipient and other principal forgiveness criteria are set forth in Exhibit "A" attached hereto and incorporated herein by reference.

6. The Board hereby authorizes the Executive Director of the Board to approve, for and on behalf of the Board, and to affix the facsimile signature of the Chairman of the Board to all other and further documents, instruments, representations and certifications necessary or attendant to the loans to be made pursuant to this resolution. Further, the appropriate employees of the Board are hereby authorized to take all action necessary or appropriate to comply with and carry out all provisions of such documents, instruments, representations and certifications.

ADOPTED this 20th day of October, 2026.

OKLAHOMA WATER RESOURCES BOARD

(SEAL)

Thomas A. Gorman, Chairman

ATTEST:

Heather McCall, Secretary

Reviewed By:

Lori Johnson, Chief
Financial Assistance Division

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

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

WITNESS my hand and the seal of said Board this 20th day of October, 2026.

(SEAL)

Heather McCall, Secretary

EXHIBIT “A”

Programmatic Conditions:

1. Interest Rate = 1.00%
2. Maximum Loan Amount = \$500,000
3. Maximum number of WWIP loans a single recipient may receive in one fiscal year = 1
4. Maximum repayment term = 15 years
5. Minimum Debt Coverage Ratio = 1.10x
6. Repayment must begin no later than one (1) year after loan closing

Environmental Compliance and Management Program (Well and Septic) – Principal Forgiveness Conditions:

1. Maximum Loan Amount = the quote received from the lowest responsive responsible bidder, up to a maximum of \$20,000. For borrowers needing both septic and well funding, the maximum is up to \$40,000. For septic systems, quotes must be for the lowest cost septic system design (For example aerobic or lateral) that is recommended after testing.
2. Eligible Project Type = Water Well or Septic System, or both.
3. Maximum Gross Annual Income = amount determined using the ALICE Household Survival Budget Calculator.
4. Ownership Documentation Required = deed or title to the property where the water well or septic tank is located.
5. Principal Residence = Borrower must be a full-time resident of the property where the water well or septic tank is located.
6. Required Construction Completion Date = within one year of loan closing, to the satisfaction of the Board.

3.C. SUMMARY DISPOSITION AGENDA ITEMS

FINANCIAL ASSISTANCE DIVISION

October 20, 2026

EMERGENCY GRANT APPLICATION **RECOMMENDED FOR APPROVAL**

APPLICANT: The Blair Public Works Authority
COUNTY: Jackson

DATE RECEIVED:
APPLICATION NUMBER: FAP-27-0002-G

Amount Requested: \$300,000.00

Amount Recommended: \$300,000.00

PROJECT DESCRIPTION: The Blair Public Works Authority operates a water system. The Authority is experiencing a complete loss of Well No. 3 due to ongoing drought conditions, creating an immediate concern regarding the reliability and sustainability of the water supply for the community of Blair. The proposed project is to construct a new municipal water supply well as an offset replacement for Well No. 3 plus all appurtenances required to complete the project. The estimated cost of the project is \$300,000.00 which will be funded by the OWRB Emergency grant in the amount of \$300,000.00.

Priority Ranking		Priority Points
Emergency Ranking <u>1</u> (Maximum: 50 points)		<u>50</u>
RATE STUDY AND STRUCTURE (Maximum: 10 points)		
Two Years or Less: ☐ At Least Two Years – Less Than Five: ☒ Over Five Years ☐ ___0___ points	☐ Flat rate <u>-3</u> ☐ Decreasing Block <u>-2</u> ☒ Uniform <u>0</u> ☐ Increasing Block <u>+2</u> ☐ Sales tax (W/S) <u>+1</u>	<u>0</u>
OPERATIONAL COST RATIO (Maximum: 13 points)		
Total Income Available: \$ 27,990.66 Total Annual Debt Payment: \$ 16,624.59 OCR: 1.68		<u>13</u>
LOCAL PARTICIPATION (Maximum: 10 points)		
LP = \$ <u>0.00</u>		<u>0</u>
ADJUSTED PER CAPITA INCOME Tier 1 (Maximum: 10 points)		<u>10</u>
AMOUNT OF GRANT REQUESTED (Maximum: 7 points)		
AR = \$300,000.00		<u>(5)</u>
REQUEST NUMBER <u>0</u>		<u>0</u>
BENEFIT OF PROJECT TO OTHER SYSTEMS No (Maximum: 5 points)		<u>0</u>
TOTAL PRIORITY POINTS		<u>68</u>

6. The applicant shall return or otherwise pay to the Board, any grant funds expended for unauthorized or unallowable purposes. Authorized purposes are those which are necessary for the completion of the project described in the grant application, which application is incorporated by reference herein, or which are necessary for the project as approved, if the project is different from that described in the application. Any funds returned by the applicant under this paragraph shall bear interest at the maximum rate allowed by law. The applicant shall direct to the Board any and all questions regarding whether an expenditure is authorized.
7. Furthermore, prior to and during the construction period, The Blair Public Works Authority is required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and grant policies.

SO ORDERED this 20th day of October 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Heather McCall , Secretary

(SEAL)

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

EMERGENCY GRANT APPLICATION **RECOMMENDED FOR APPROVAL**

APPLICANT: Tonkawa Municipal Authority
COUNTY: Kay

DATE RECEIVED:
APPLICATION NUMBER: FAP-27-0003-G

Amount Requested: \$300,000.00

Amount Recommended: \$300,000.00

PROJECT DESCRIPTION: Tonkawa Municipal Authority (Authority) operates a water system. The Authority is currently under a DEQ boil order due to contaminants entering the water supply during flooding from June 22–26, 2026. The flooding significantly damaged eight well houses, resulting in Well No. 9, the primary water supply for the City of Tonkawa, being taken offline. The proposed project is to clean and sanitize the affected well houses, repair flood-related structural damage, and repair or replace cracked and damaged well casings and concrete, plus all appurtenances required to complete the project. The estimated cost of the project is \$300,000.00 which will be funded by the OWRB Emergency grant in the amount of \$300,000.00.

Priority Ranking		Priority Points
Emergency Ranking <u>1</u> (Maximum: 50 points)		<u>50</u>
RATE STUDY AND STRUCTURE (Maximum: 10 points)		
Two Years or Less: ☐ At Least Two Years – Less Than Five: ☒ Over Five Years ☐ _____0_____ points	☐ Flat rate <u>-3</u> ☐ Decreasing Block <u>-2</u> ☐ Uniform <u>0</u> ☒ Increasing Block <u>+2</u> ☐ Sales tax (W/S) <u>+1</u>	<u>2</u>
OPERATIONAL COST RATIO (Maximum: 13 points) Total Income Available: \$ 2,498,386.00 Total Annual Debt Payment: \$ 351,959.61 OCR: 7.10		<u>13</u>
LOCAL PARTICIPATION (Maximum: 10 points) LP = \$ 0.00		<u>0</u>
ADJUSTED PER CAPITA INCOME Tier 2 (Maximum: 10 points)		<u>8</u>
AMOUNT OF GRANT REQUESTED (Maximum: 7 points) AR = \$300,000.00		<u>(5)</u>
REQUEST NUMBER <u>0</u>		<u>0</u>
BENEFIT OF PROJECT TO OTHER SYSTEMS No (Maximum: 5 points)		<u>0</u>
TOTAL PRIORITY POINTS		<u>68</u>

6. The applicant shall return or otherwise pay to the Board, any grant funds expended for unauthorized or unallowable purposes. Authorized purposes are those which are necessary for the completion of the project described in the grant application, which application is incorporated by reference herein, or which are necessary for the project as approved, if the project is different from that described in the application. Any funds returned by the applicant under this paragraph shall bear interest at the maximum rate allowed by law. The applicant shall direct to the Board any and all questions regarding whether an expenditure is authorized.
7. Furthermore, prior to and during the construction period, Tonkawa Municipal Authority is required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and grant policies.

SO ORDERED this 20th day of October 2026, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Thomas A. Gorman, Chairman

ATTEST:

Heather McCall , Secretary

(SEAL)

Reviewed By:



Lori Johnson, Chief
Financial Assistance Division

3. SUMMARY DISPOSITION AGENDA ITEMS

D. Contracts and Agreements Recommended for Approval

October 20, 2026

AGENDA ITEM 3D(1)

MEMORANDUM AGREEMENT

WITH: Oklahoma Department of Environmental Quality

PURPOSE: Amendment of Contract with ODEQ for a no-cost time extension between ODEQ & OWRB for the Boomer Lake TMDL Study.

AMOUNT: none

TERM: July 1, 2026 through June 30, 2027



OKLAHOMA
Environmental
Quality

Reference Number: 2929025719

Fiscal Year: FY27

Amendment of Contract

This Amendment of Contract shall become effective upon execution of the Purchase Order issued in connection with this Amendment and amends the previously executed contract for SWS Lakes – Boomer Lake and Watershed TMDL Monitoring (FY24/25), EPA Strategic Plan Goal 5: Ensure Clean and Safe Water for All Communities and EPA Strategic Plan Objective 5.2: Protect and Restore Waterbodies and Watersheds, between the State of Oklahoma, ex rel. Oklahoma Department of Environmental Quality, hereinafter referred to as the “Department” or “DEQ,” and the Oklahoma Water Resources Board (OWRB), hereinafter referred to as the “Contractor.”

In consideration of the mutual promises, terms, and conditions contained herein, the parties agree to amend the previously executed contract as set forth below. Except as expressly modified by this Amendment, all other terms and conditions of the original contract shall remain unchanged and in full force and effect.

The contract is hereby amended as follows: **This is a no cost contract renewal for FY27 July 1, 2026, through June 30, 2027.**

All other terms and conditions that are not hereby amended are to remain in full force and effect.

In witness whereof, this Contract and Amendments is now consisting of six (6) pages has been executed and delivered effective as of the date first above written.

Electronic Signature page will replace this page if applicable.

State of Oklahoma
Water Resources Board
3800 North Classen Boulevard
Oklahoma City, Oklahoma, 73118

Signature of Authorized Representative

Authorized Representative's Print Name and Title

State of Oklahoma
Department of Environmental Quality
707 N. Robinson Ave,
Oklahoma City, Oklahoma, 73101

Digitally signed by Kathy
Aebischer
Date: 2026.10.01 11:48:20
-05'00'

Signature of Authorized Representative

Authorized Representative's Printed Name and Title

Signature: *Bill Cauthron*

Email: bill.cauthron@owrb.ok.gov

Signature: *Maegan Filonow*

Email: maegan.filonow@owrb.ok.gov

Signature: Julie Chambers

Julie Chambers (Oct 6, 2026 12:18:48 CDT)

Email: julie.chambers@owrb.ok.gov

Signature: *Jessica Billingsley*

Email: jessica.billingsley@owrb.ok.gov

Signature: *Julie Chambers*

Email: julie.chambers@owrb.ok.gov

Signature: *S.G.*

Sara Gibson (Oct 12, 2026 09:52:51 CDT)

Email: sara.gibson@owrb.ok.gov

AGENDA ITEM 3D(3)

MEMORANDUM AGREEMENT

WITH: GFT Infrastructure, Inc.

PURPOSE: Professional services to develop and deliver a two-day “Inspection and Assessment of Dams” workshop for Oklahoma registered professional engineers and dam owners in Oklahoma City in November 2026 and conduct a peer review of the Oklahoma Dam Inspection Guidelines for clarity, technical consistency, and alignment with Chapter 25 of OWRB’s rules.

AMOUNT: not to exceed \$21,950.00

TERM: through January 31, 2027



This first Amendment to the Agreement (“Agreement”) (the “first Amendment”) made effective (“Effective Date”) between the State of Oklahoma by and through the Office of Management and Enterprise Services, for the benefit of Oklahoma Water Resources Board, and PHASE 2 DEVELOPMENT LLC (“Supplier”) is a Contract Document in connection with Statewide Contract No. 1025, between the State and Supplier. Unless otherwise indicated herein, capitalized terms used in this Amendment without definition shall have the respective meanings specified in the Contract. The term of this Agreement is from (Effective Date) through **December 31, 2026**. The total spend of the Agreement is not to exceed .

Whereas the Agreement made effective [Edit to explain the amended changes: Example: stated a total spend of **\$534,130.00**, the parties hereby amend to replace the total spend with **\$534,420.00**.] All other terms and conditions remain.

A breakdown of the amended role(s), hourly rate(s), total hour(s) and/or total cost are as follows:

Resource	Hourly Rate	Total Hours	Total Cost
Engineer and Additional Hours	\$210.00	856	

This Agreement incorporates herein by reference the following attachments:

Attachment A: Statement of Work

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 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:

Oklahoma Water Resources Board

Supplier shall invoice agency only for the hours and/or deliverables accepted by the Office of Management and Enterprise Services.



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
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

PHASE 2 DEVELOPMENT LLC

By:

Name: Dan Cronin

Title: Chief Information Officer

Date:

By:

DocuSigned by:
Shane Kempton
8A9A37679E504F2...

Name: Shane Kempton

Title: President & CTO

Date: 9/25/2026

The Oklahoma Water Resources Board is additionally executing this Agreement to memorialize its involvement in negotiation of and its agreement with the terms of this Agreement.

Oklahoma Water Resources Board:

By:

Name:

Title:

Date:

AGENDA ITEM 3D(1)

MEMORANDUM AGREEMENT

WITH:

BancFirst

PURPOSE:

Agreement between BancFirst and OWRB for financial custody services for the funds allocated to the OWRB Water and Wastewater Infrastructure Investment Fund.

AMOUNT:

not to exceed \$34,000.00

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (“Contract”) between GFT INFRASTRUCTURE, INC., a Delaware corporation and independent contractor, (“Contractor” or “GFT”), and the Oklahoma Water Resources Board (“OWRB”), an agency of the State of Oklahoma,

WITNESSETH:

WHEREAS, 27A O.S. § 1-3-101(C) provides that OWRB has the jurisdictional area of environmental responsibility in the State of Oklahoma for, among other things, Dam Safety; and,

WHEREAS, funding has become available through the National Dam Safety Program grant administered by U.S. Department of Homeland Security, Federal Emergency Management Agency (Grant No. EMW-2024-GR-05063); and,

WHEREAS, the rules of the OWRB regarding dam safety (Chapter 25) require that a registered professional engineer conduct inspections and assessments of dams for compliance with OWRB rules; and,

WHEREAS, to carry out the objectives of the dam safety program, OWRB requires services to develop a Two-day workshop with one instructor for registered professional engineers in Oklahoma entitled “Inspection and Assessment of Dams” (the “Course”) to be held in Oklahoma City, Oklahoma in November 2026; as well as to conduct a peer review of the Oklahoma Dam Inspection Guidelines and provide suggested edits, comments, and recommendations regarding the content, clarity, and technical consistency of the guidelines in Chapter 25 of OWRB's rules; and,

WHEREAS, Contractor and OWRB are agreeable to entering into this Contract whereby OWRB will obtain the services from Contractor upon the terms which follow; and

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

NOW, THEREFORE, IT IS AGREED by and between Contractor and OWRB as follows:

1. **SERVICES TO BE PROVIDED BY CONTRACTOR.** Contractor shall perform the tasks identified in the “Oklahoma Water Resources Board” proposal (“Attachment 1”). The workshop is scheduled for November 2026, in Oklahoma City, Oklahoma. Contractor shall perform the tasks listed timely, in the form and manner set forth herein, and consistent with that degree of professional skill, care, and diligence exercised by members of the same profession and discipline currently practicing under similar circumstances (“Standard of Care”). Contractor shall perform its services as expeditiously as is consistent with the Standard of Care. Contractor makes no warranties, express or implied, under this Contract or otherwise, in connection with any services performed or furnished by Contractor. The Contractor shall provide all services and necessary personnel, materials, equipment and facilities required to complete the tasks described in Attachment 1.

All estimates, recommendations, opinions, and decisions of Contractor will be made upon the basis of the information available to Contractor and Contractor's experience, technical qualifications, and professional judgment. Contractor will express opinion(s) in those areas (and only those areas) where qualified to render an opinion and where the OWRB has requested an opinion; however, If Contractor is not able in good faith to formulate and express opinions if given time deadlines, or cost-based or other restrictions, Contractor shall state in writing the reasons for not being able to formulate such an opinion and state the information or time necessary to formulate such an opinion. Contractor will provide the services under this Contract subject to any delays as the result of force majeure, governmental action, or any other causes beyond Contractor's reasonable control. Unless otherwise specifically indicated in writing, Contractor shall be entitled to rely on the accuracy and completeness of information provided by OWRB and OWRB's representatives, and information from public records, without the need for independent verification.

Appropriate and reasonable additional services may be provided by Contractor if authorized by OWRB and agreed to by Contractor in writing. Such additional services will be provided in consideration of additional compensation agreed to at the time the additional services are authorized through an amendment to this Contract.

2. **OBLIGATIONS OF OWRB.** If necessary, to perform the assignments given to Contractor, OWRB shall ensure that all necessary approvals and authorizations are obtained to facilitate the workshop, including securing the venue and coordinating with participants.

3. **COMPENSATION TO CONTRACTOR.**

a. Compensation for Services. For all services performed by Contractor under this Contract, OWRB shall pay to Contractor a fee not to exceed Twenty-One Thousand Nine Hundred Fifty and 00/100 Dollars (\$21,950.00). This amount is inclusive of all fees, expenses, travel costs, and other reimbursable costs.

b. Limit on compensation and reimbursement. Notwithstanding any other provision of this paragraph 3, the total amount paid to Contractor under this Contract, including any and all amounts as compensation for services and reimbursement for travel and other necessary expenses, shall not exceed Twenty-One Thousand Nine Hundred Fifty and 00/100 Dollars (\$21,950.00). As an employee of an independent contractor, Contractor shall not receive nor be entitled to any benefits accorded to employees of the state, or any pay in lieu of benefits.

c. Invoices; payment procedure. On or before December 31, 2026, Contractor shall submit an invoice to OWRB for all services performed and expenses incurred under this Contract, including the Course and the peer review of the Oklahoma Dam Inspection Guidelines. The invoice shall be in form and content acceptable to OWRB; the invoice shall contain information about dates and hours worked and a general description of the services provided. OWRB shall pay Contractor for all services no later than forty-five (45) calendar days after receipt of Contractor's invoice. If the invoice is unacceptable to OWRB, OWRB shall return the invoice to Contractor with the reason for rejection of the invoice but shall pay every portion of the invoice that is not in dispute within the period for payment.

d. Compensation and reimbursement subject to appropriation of funds. It is understood and agreed that funding for this Contract depends upon and is subject to State and/or Federal appropriations. In the event funds to finance this Contract become unavailable, either in full or in part, for whatever reason as determined by OWRB, OWRB may unilaterally terminate the Contract or reduce the consideration subject to the following conditions: (i) OWRB shall provide prompt notice in writing to the Contractor and (ii) upon receipt of such notice, Contractor reserves the right to immediately suspend performance or terminate this Contract without penalty. OWRB shall be the final authority as to the availability of funds. In the event of non-appropriation or discontinuance of funding for this Contract, the Contractor will be paid for all production or services provided up to the effective date of reduction or termination.

4. **TERM OF CONTRACT.** This Contract shall become effective when all necessary signatures and approvals are obtained and shall be in full force and effect until January 31, 2027, unless terminated earlier as provided herein. This Contract may be amended, extended or renewed upon mutual agreement of the parties. OWRB and Contractor further agree that this Contract may be terminated at any time during its term by mutual agreement of the parties to terminate or may be terminated unilaterally by either party upon thirty (30) days advance written notice of termination by the terminating party to the other party.

5. **INDEPENDENT CONTRACTOR STATUS.** Paul Schweiger will be the person in charge of the services on behalf of Contractor. Other GFT professionals and personnel may participate as necessary and appropriate to complete the services under this Contract. Unless otherwise specifically stated, references to Contractor in this Contract include GFT's professionals and personnel, whether or not designated herein. For all purposes, Contractor is an independent contractor, and Schweiger is an employee of Contractor. It is expressly understood and intended that neither Contractor nor Schweiger are, nor shall be, an employee of OWRB for any purpose. OWRB will not provide Contractor or Schweiger with worker's compensation coverage. OWRB will not provide to Contractor nor Schweiger any benefits that are accorded to state employees, whether full-time employees, temporary employees, seasonal employees or other categories of employees recognized by the Oklahoma Personnel Act or otherwise by any court cases. Contractor is solely responsible for the payment of any required State and Federal income or other taxes, periodic withholding thereof, and all other liabilities of independent contractors, including but not limited to the payment of workers compensation insurance, other taxes, Social Security payments and adjustments relating to retirement benefits. Neither Contractor nor Schweiger are authorized to operate any motor vehicle of the State, and Schweiger may ride in a motor vehicle of the State only as necessary to provide the services set forth in this Contract. Contractor shall have the right to control and determine the method and means of performing the services described in paragraph 1 above; OWRB shall not have the right to control or determine such method or means. Contractor retains the right to perform services for other parties.

6. **AUDIT.** Contractor agrees that all records and other items of the Contractor relating to Contractor's professional services under this Contract shall be subject to examination by OWRB, the State Purchasing Director of the Central Purchasing Division of the Office of Management and Enterprise Services, and the State Auditor and Inspector of the State of Oklahoma. Access to such items shall be made available upon reasonable notice during reasonable

business hours to any proper representative of these agencies or officials for inspection, copying and audit purposes. The term "records" includes books, documents, accounting procedures and practices, claims, and other data regardless of type whether in written form, computer data, or other form of Contractor relating to this Contract. Contractor shall maintain accurate records and documentation of all expenditures of time and resources in fulfilling its obligations under this Contract and shall retain all records relative to this Contract for a period of time not less than three (3) years following completion and/or termination of this Contract. If an audit, litigation or other action involving the records is commenced before the end of the foregoing three (3) year period, then the records shall be maintained for three (3) years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

7. CONTRACT SUBJECT TO OKLAHOMA LAW AND APPROVING AUTHORITIES; ENTIRE AGREEMENT; SEVERABILITY; ASSIGNMENT. This Contract shall be governed by and subject to the laws of the State of Oklahoma. Any claim, controversy, or dispute between the parties to this Contract arising out of or in connection with this Contract, or any breach thereof, shall, upon the request of either party, be submitted for resolution to the senior officers of each party responsible for this Contract. In the event that the senior officers cannot agree, either party may request mediation and, if both parties agree, the dispute shall be submitted to mediation. Upon written notice, the parties shall select a mediator acceptable to both parties in order to resolve the dispute. In the event that any dispute cannot be resolved through direct discussions or mediation, then either party may submit the matter to the judicial system in Oklahoma County, OK, in which event each party shall be responsible for its own attorneys' fees. ~~In any such litigation, the parties agree to waive their rights to a jury trial on all issues.~~ In the event any matter under this Contract proceeds to a trial, Contractor will provide reasonable assistance to OWRB as required, but Contractor's services shall not include making any litigation or management decisions.

This Contract, including the exhibits attached hereto, is the complete agreement between OWRB and Contractor. The terms and conditions stated in any corresponding state purchasing and acquisition documentation, Purchase Order, and approval of any necessary authorities, are ~~attached to this Contract~~ and incorporated by reference herein and made a part hereof. If any provision of this Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Contract and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein. This Agreement may not be assigned without the express written mutual consent of the parties.

8. WORK PRODUCT. To the extent allowed by Oklahoma state law and EMT-2024-GR-05063 – Notice of Funding Opportunity, all reports, original final reproducible drawings, plans, specifications, calculations, studies, software program tapes, models, notes, and memoranda assembled or prepared by Contractor pursuant to this Contract ("Work Product") are instruments of service, and Contractor shall retain full ownership and property interest therein, subject to Work Product becoming public records during the course of services. The Work Product is not intended or represented to be suitable for re-use by OWRB or others, or as part of any other matter or project. Any modification, changes, or reuse of Work Product without written verification or adaptation

by Contractor for the specific purpose intended will be at OWRB's sole risk and without liability or legal exposure to Contractor.

All Intellectual Property rights to any Work Product created by Contractor pursuant to or in the course of this Contract shall belong exclusively to Contractor, as well as all systems, programs, and specifications, and other materials and hardware or ideas, concepts, know-how, or techniques relating to data processing, systems, or programs developed and used by Contractor herein. The same shall continue to belong exclusively to Contractor whether or not specifically adapted for OWRB's use. OWRB is granted a personal, nonexclusive, nontransferable license to use the software, data, and related materials based on the terms and conditions of this Contract. Contractor may destroy Work Product and files related to the services thirty (30) days after the termination of this Contract.

9. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the total aggregate liability of Contractor and others for whom it is legally liable to OWRB for all judgments, losses, expenses, and damages of any kind resulting in any way from the performance of the services or otherwise under this Contract shall not exceed 100% of the total compensation received from OWRB for the services under this Contract, inclusive of any proceeds from insurance.

AGREED to by the parties on the dates specified below.

GFT INFRASTRUCTURE, INC.

Paul Schweiger 10/09/2026
Paul Schweiger (Sep 10, 2026 15:50:12 EDT)
Paul Schweiger, P.E., CFM Date

OKLAHOMA WATER RESOURCES BOARD ATTEST:

Thomas Gorman Date
Chair

Secretary Date
(SEAL)

CONTRACT FOR PROFESSIONAL SERVICES

Final Audit Report

2026-09-10

Created:	2026-09-10
By:	Emma Moradi (emma.moradi@owrb.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAP3sfP0qTR0dwX7N2apaxue46-h-1_0ht

"CONTRACT FOR PROFESSIONAL SERVICES" History

-  Document created by Emma Moradi (emma.moradi@owrb.ok.gov)
2026-09-10 - 6:11:55 PM GMT
-  Document emailed to pschweiger@gftinc.com for signature
2026-09-10 - 6:11:59 PM GMT
-  Email viewed by pschweiger@gftinc.com
2026-09-10 - 6:20:09 PM GMT
-  Signer pschweiger@gftinc.com entered name at signing as Paul Schweiger
2026-09-10 - 7:50:10 PM GMT
-  Document e-signed by Paul Schweiger (pschweiger@gftinc.com)
Signature Date: 2026-09-10 - 7:50:12 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-09-10 - 7:50:12 PM GMT

AGENDA ITEM 3D(4)

MEMORANDUM AGREEMENT

WITH: Lynker Corp.

PURPOSE: Agreement with Lynker Corporation for professional engineering services for Upper Washita River System Model Modifications Phase II.

AMOUNT: not to exceed \$45,562.05

TERM: through June 30, 2027

**AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
UPPER WASHITA RIVER SYSTEM MODEL MODIFICATIONS PHASE II**

This “Agreement”, dated for convenience of reference as of the 9th day of October 2026, but to be effective as provided below, by and between Lynker Corporation, (the “Contractor”) and the Oklahoma Water Resources Board (the “OWRB”), a body corporate and politic and an instrumentality, agency and department of the State of Oklahoma (the “State”),

WITNESSETH:

WHEREAS, the OWRB is authorized and directed to administer the laws of the State governing use of water from definite streams; and

WHEREAS, the laws of the State require the OWRB, in determining an application for a permit to use water from a definite stream, to determine whether there is unappropriated water available in the amount applied for; and

WHEREAS, the OWRB is charged with completing stream water allocation studies as part of the 2012 Oklahoma Comprehensive Water Plan to assess water availability at specific locations, manage junior/senior water rights under various drought scenarios, anticipate potential interference between surface water users, and evaluate impacts of potential water transfers; and

WHEREAS, the OWRB requires professional engineering services in order to understand and determine the effects of allocation of stream water in stream systems such as the Upper Washita River Stream System; and

WHEREAS, the OWRB has duly selected the Contractor to provide such services to the OWRB upon the terms provided below.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants provided below, it is hereby agreed as follows:

1. Services by the Contractor. Contractor shall make modifications and run modeling scenarios in support of the Washita basin study using the Upper Washita River system model developed by the OWRB’s within the CRAM modeling system as provided more specifically in the Scope of Work, included as Attachment A. No later than the delivery of the final written report as provided in the Scope of Work, the Contractor shall certify that the Contractor has not previously provided the OWRB or another state agency with a final product that is a substantial duplication of the final product of this Agreement.

2. Payment. Subject to the availability of adequate funding as provided below, Contractor shall be paid for performance as follows:

a. Requisitions; payment procedure. Pursuant to 74 O.S. § 85.44B, invoices by Contractor will be paid by the OWRB in arrears after work has been performed. On or before the 10th day of the month following the end of each month that work is performed, Contractor shall submit a requisition to OWRB for services performed and expenses incurred, if any, during the previous month described in the requisition. Each requisition shall be in form and content acceptable to the OWRB; among other requirements, it shall contain information about the work performed, along with pertinent supporting documentation. If the OWRB does not approve the requisition, the OWRB shall return it to Contractor with the reason(s) for disapproval. If the OWRB approves the requisition, OWRB shall pay Contractor the amount of the requisition. Payment is due and payable within forty-five (45) days of the OWRB's receipt of a complete and accurate invoice. Interest on late payments made by the OWRB is governed by 62 O.S. § 34.71 and 62 O.S. § 34.72.

b. Total monetary limit. Notwithstanding any other provision of this Agreement, the total amount paid to Contractor under this Agreement shall not exceed the firm fixed price of Forty-Five Thousand Five Hundred and Sixty-Two dollars and Five cents (\$45,562.05).

3. Agreement Subject to Funding. It is understood and agreed that funding for this Agreement depends upon and is subject to the availability to OWRB of funds from State sources, including but not necessarily limited to State legislative appropriations. In the event funds for this Agreement become unavailable, either in full or in part, for whatever reason as determined by the OWRB, then in any such event and notwithstanding anything else in this Agreement, the OWRB may unilaterally terminate this Agreement or adjust or reduce the Agreement services and compensation accordingly upon notice in writing to the Contractor. The OWRB shall be the final authority as to the availability of funds.

4. Term; Extension; Amendment. The term of this Agreement shall be from and after the date all necessary signatures and approvals are obtained, through June 30, 2027, unless sooner terminated pursuant to Section 5 below. This Agreement may be extended or amended at any time upon such terms and conditions as the parties mutually agree and execute in writing.

5. Termination. This Agreement may be terminated at any time during its term by mutual agreement of the parties or their Authorized Representatives to terminate, or may be terminated unilaterally by either party or its Authorized Representative for any reason upon thirty (30) days advance written notice of termination by the terminating party to the other party; provided, in the event of such termination, the OWRB agrees to pay Contractor for such services as may have been performed by Contractor up to the time of such termination. In the event of any termination as provided in this Section 5, Contractor shall provide and submit to OWRB all of its work product, information files, records and data incidental hereto such as may be possessed by Contractor at the time of such termination and such as relate to the performance of Contractor's services hereunder.

6. Audit and Records. Contractor agrees that all items of the Contractor that relate to the professional services performed under this Agreement shall be subject to examination by the OWRB, the State Auditor and Inspector, and the State Purchasing Director of the State of Oklahoma. Access to such items and documentation shall be made available during reasonable

business hours to any proper representative of the OWRB and State Auditor and Inspector for inspection, copying and audit purposes. The term "items" includes books, documents, accounting procedures and practices, claims, and other data regardless of type whether in written form, computer data, or other form of Contractor relating to this Agreement. Contractor shall maintain accurate records and documentation of all expenditures of time and resources in fulfilling its obligations under this Agreement and shall retain all records relative to this Agreement for a period of time not less than three (3) years following completion and/or termination of this Agreement. If an audit, litigation or other action involving the records is commenced before the end of the foregoing three (3) year period, then the records shall be maintained for three (3) years after the date that all issues arising out of the action are resolved.

7. Key Personnel. The personnel designated for the performance of the services under this Agreement by the Contractor in its proposal shall be the personnel assigned to the performance of this Agreement. Any changes in these key personnel shall be subject to the approval of the OWRB. The OWRB's Christopher R. Neel, or other person designated by the Water Rights Administration Division Chief, shall be the OWRB's principal contact for purposes of this Agreement.

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

To Contractor:

Bill Szafranski
Senior Water Resources Scientist
Lynker Corporation
287 Century Cir, Suite 200
Louisville, Colorado 80027

To OWRB:

Christopher R. Neel
Division Chief, WRAD
Oklahoma Water Resources Board
3800 North Classen Blvd.
Oklahoma City, Oklahoma 73118

Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of Contractor and OWRB.

8. Independent Contractor; Workers Compensation Insurance and Liability Coverage.

For all purposes, Contractor is an independent contractor. It is expressly understood and intended that Contractor is not, nor shall be, an employee of the OWRB for any purpose. Contractor is solely responsible for the payment of any required State and Federal income or other taxes, periodic withholding thereof, and all other liabilities including but not limited to the payment of workers compensation insurance, other taxes, Social Security payments and adjustments relating to retirement benefits. Contractor is not authorized to operate any motor vehicle of the State. Contractor shall have the right to control and determine the method and means of performing the services subject of this Agreement; the OWRB shall not have the right to control or determine such method or means. Contractor retains the right to perform services for other parties. Contractor

agrees, acknowledges, and warrants that it currently provides for and shall continue to provide for, in full force and effect during the term of this Agreement, such insurance and/or liability coverage otherwise as is due, sufficient, and required by law (including 85 O.S. § 1 et seq.) and as may be necessary to meet and satisfy any and all liability for any and all compensable injuries such as may be sustained by Contractor's employees, agents, and representatives during the course of and/or arising out of the performance of any and all acts incidental to the work and services to be or as may be provided and performed by Contractor hereunder.

9. Assignment. This Agreement is personal in nature and may not be sold, assigned, or otherwise transferred to any other person or entity without the express written approval of the OWRB. Nothing contained in this Section shall prevent Contractor from employing such independent consultants, associates, and subcontractors as Contractor may deem appropriate to assist Contractor in the performance of the work hereunder.

10. Indemnification. The Contractor hereby agrees to indemnify, hold harmless, and defend the OWRB and the State from all claims and liability arising out of the negligent, intentionally wrongful, or willful acts, errors, or omissions of the Contractor, its agents, and/or employees in performing the work required by this Agreement.

11. Data. All information, data, and analyses gathered, generated, or otherwise prepared by the Contractor during the performance of this Agreement, including, but not limited to: all analyses in whatever form; published reports, articles, and documents of any nature; written, typed, and printed documents; visual aids; computer programs developed for or used in the assignment; and all current computer input and output data; shall become the property of the OWRB and shall be delivered, appropriately indexed, to the OWRB by the Contractor upon demand at any time prior to or after the termination of this Agreement. One or more copies of all documents prepared under this Agreement may be retained by the Contractor, but shall not be used for or supplied to any third party without the written consent of the OWRB.

12. Dispute Resolution Procedure. In the event of a dispute between the Contractor and the OWRB over the interpretation or application of the terms of this Agreement, the matter shall be referred to the OWRB's Water Rights Administration Division Chief for resolution. If the Division Chief is unable to resolve the dispute, the matter may, in the Division Chief's discretion, be referred to the OWRB's Executive Director for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.

13. Entire Agreement. This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever unless embodied herein in writing or specifically incorporated herein by reference. No subsequent notation, renewal, addition, deletion, or other amendment hereto, except as provided for in Section 4 hereof, shall have any force or effect unless embodied in a written contract duly executed and approved.

APPENDIX A.

Submitted By:
Lynker Corporation
Solveig Neilson, Director of Contracts
287 Century Cir, Suite 200
Louisville, Colorado 80027

Submitted To:
Oklahoma Water Resources Board
3800 N Classen Blvd
Oklahoma City, OK 73118

Attention:
Chris Neel
chris.neel@owrb.ok.gov



Washita River SWAM Status Quo and Adaptation Strategies

Certifications

| CMMI-Dev Level 3 | ISO 9001:2015 | ISO 27001 | ISO 20000



Scope of Work to Revise the Upper Washita River System Model

The Oklahoma Water Resources Board (OWRB) requests that Lynker Corporation (Lynker) make modifications and run modeling scenarios, in support of the Washita Basin Study, using the Upper Washita River System Model ("the model") developed by the OWRB within the CRAM modeling system (<https://cram.readthedocs.io/en/latest/>), referred to as the Surface Water Allocation Model (SWAM) by the OWRB.

The OWRB developed the Washita Basin model to support their basin planning activities and requests updates to the period of record and model parameters to run new model scenarios to support analyses in the basin. This scope of work outlines the work to be completed as a part of the Upper Washita River System Model project. The work is to be completed in coordination with the OWRB and the U.S. Bureau of Reclamation (USBR) who are coordinating on planning studies within the watershed.

This project work was started under a Phase I contract. Items that were completed and billed in Phase I are indicated with a "COMPLETED, Phase I" (Tasks, 1, 2, and 7). All other tasks will be completed under this Phase II contract. The Phase II project work includes new Tasks 8, 9, and 10, which are added below.

Project Tasks

- 1) General Model Revisions – COMPLETED, Phase I
- 2) Validation and Calibration – COMPLETED, Phase I
- 3) Status Quo Scenarios – COMPLETED, Phase II
- 4) Adaptation Strategies
- 5) Technical Support
- 6) Meetings & Administration
- 7) Addition of aggregated inactive permits to sub-basins – COMPLETED, Phase I
- 8) Add Groundwater Demand Timeseries to HUCs and Naturalize (new, Phase II)
- 9) Model Modifications in Fiscal Year 2026 (new, Phase II)
- 10) Meetings in 2027 (new, Phase II)

The ten project tasks are summarized below with the completed tasks indicated in the titles:

1. General Model Revisions – COMPLETED Phase I

The tasks associated with model revisions are outlined below:

- 1) Extend model through the end of 2019 to capture the entire 2010s drought for Foss Reservoir. The latest Upper Washita River System Model starts in 1967 and goes through 2014. This task would require extending the model five additional years. Additionally, assumptions should be made to extend the model back through the year 1950 if OWRB finds sufficient data and approves each assumption.
 - a) Add data to Foss Reservoir (completed 1961) and Ft. Cobb (completed 1959) for evaporation 1950-1966, 2015-2019
- 2) Modify the model to ensure the reservoirs only make releases for downstream senior water rights when seniority is turned on and only for the amount permitted to the downstream senior water

right. Careful understanding of the operation at Foss Reservoir are needed to ensure this does not turn off the return flows and dilution water for the water treatment plant, which is for water quality requirements.

- 3) Modify the model to provide a user input control for reducing the base flow in the model to represent future aquifer development of the Rush Springs Aquifer and Washita River Aquifer. Baseflow separation data and reduction factors or reduced timeseries will be provided by OWRB/Reclamation. Note that the Rush Springs Aquifer will have more scenarios than the Washita River Aquifer, as it has been modeled with more variation by USGS.
- 4) Add new demands to represent surface water domestic uses. Domestic uses should be represented as a new demand at the bottom of each HUC-12 and should be distributed proportionally by HUC size. Domestic uses should have the second highest priority (after groundwater) and should not be triggered by seniority calls from the reservoirs. OWRB/Reclamation will determine an amount of total domestic use upstream of each reservoir, there might be a high and a low domestic value for both reservoir watersheds.
- 5) Add new permits upstream of the reservoirs. The new permits will have a few different demand settings for the various scenarios as shown in
- 6) Table 1. The “Low” and “High” quantities listed in Scenario 4C-E for each reservoir will be more intermediate amounts as determined by OWRB/Reclamation. The “Full” quantity of each new permit will be based on the resulting average annual inflow from Scenario 7A-D described in Table 1 below (calculated by OWRB/Reclamation). It is possible that no new permits will need to be added upstream of either Reservoir.

2. Model Validation and Calibration:- COMPLETED Phase I

The tasks associated with model validation and calibration are outlined below:

- 1) Provide Nash Sutcliffe values for stream gages in updated historic validation scenario.
- 2) Provide modeled reservoir storage over the period of record for Foss Reservoir and Fort Cobb Reservoir resulting from the updated historic validation scenario (Scenario 2A).
- 3) Provide modeled reservoir storage over the period of record for Fort Cobb Reservoir using historic uses for all users and firm yield amount for calibration with Reclamation’s reservoir firm yield model (Reclamation will provide firm yield amount for each reservoir) (Scenario 2B).
- 4) Provide modeled reservoir storage over the period of record for Foss Reservoir using historic uses for all users and the full permitted use (17,634 acre-feet per year) for Foss Reservoir Master Conservancy District and (18,000 acre-feet per year) for Fort Cobb Reservoir Master Conservancy District for calibration with Reclamation’s reservoir firm yield model (Scenario 2C).
- 5) Make additional changes outside the general model revisions based on findings and recommendations from OWRB and Reclamation. It might be necessary to provide modeled monthly inflow, evaporation, and demands for the entire period of record for Foss Reservoir and Fort Cobb Reservoir to accurately determine differences in modeled storage related to calibration tasks 1 and 2.

3. Status Quo Scenarios:- COMPLETED, Phase II

The tasks associated with status quo scenarios are outlined below:

- 1) Provide technical memorandum describing any changes made beyond the General Model Revision Tasks 1-5 and Validation and Calibration Tasks 1-5. The initial Upper Washita River System model was developed by the OWRB and documentation of the existing model has been completed by the OWRB. Lynker will document changes made as a part of the model extension.
- 2) Provide model outputs for permit availability, inflow sequences at gage locations and into reservoirs, and modeled reservoir storage for the scenarios detailed in
- 3) Table 1 by varying sediment conditions, future baseflow reduction (groundwater conditions), historic/fully allocated stream water uses, domestic/new permits to represent a fully utilized basin, and reservoir uses. Note the scenarios highlighted in yellow will have already been provided during the calibration steps. Also note that we do not need stream water right seniority turned “on” for any of the status quo scenarios. Lynker will provide the OWRB with model outputs in Excel workbook files (*.xlsx), which will include all necessary model data and can be used to meet additional reporting needs by the OWRB.
- 4) Provide updated model and naturalization files.

4. Adaptation Strategies

The tasks associated with adaptation strategies are outlined below:

- 1) Modify the model to add monthly Drought Indicator¹ that will be provided by OWRB/Reclamation for the period of record to be used as a trigger threshold.
- 2) Modify the model to add an ability for model to calculate for Running 12-month Total of Inflow into reservoirs
- 3) Modify the model to add the following thresholds to trigger curtailment. These will include a combination of Reservoir Storage, Reservoir Inflow, and a Drought Indicator.
- 4) Modify the model to include two trigger initiation considerations: any month of the year and a single month such as September² only. Triggers should continue once initiated until one threshold again exceeds its limit³.
- 5) Modify model to include two curtailment scenarios: curtail all permits and curtail only new permits.
- 6) Provide model outputs for permit availability, inflow sequences at gage locations and into reservoirs, and modeled reservoir storage for the 32 development scenarios with a combination of three thresholds defined in task three. Note that it is not necessary to run Scenario 3A-C, 4A-F, 5A, and 6A-B with the curtailment scenario “curtail only new permits” because these scenarios do not include new permits. Lynker will provide the OWRB with model outputs in Excel workbook files (*.xlsx), which will include all necessary model data and can be used to meet additional reporting needs by the OWRB.

¹ The drought indicator for this basin has yet to be determine, for the NFRR 12-month running average PDSI was selected.

² The analysis for trigger initiating has not be completed for this basin yet, for the NFRR September only was selected by the study partners.

³ Depending on the drought threshold analysis, OWRB/Reclamation might ask for only the inflow threshold to be used for ending curtailment.

Table 1. Details of 18 development scenarios for both reservoirs for Task 3. The three scenarios shaded in yellow are part of the model validation and calibration tasks. The other 32 development scenarios will provide status quo results.

Scenario	Names	Stream Water Right Seniority	Sediment Condition	Groundwater Condition	Existing Stream Water Users Condition	Domestic Stream Water Users Condition	New Stream Water User Condition	Reservoir User Condition
1	Naturalized	N/A	2060	Naturalized	N/A	N/A	N/A	N/A
2A	Existing Domestic SW, Existing SW Permits with Historic Reservoir Use	No	Current	N/A	Historic	None	None	Historic
2B	Existing Domestic SW, Existing SW Permits with Reservoir Firm Yield Use	No	Current	N/A	Historic	None	None	Firm Yield
2C	Existing Domestic SW, Existing SW Permits with Full Permitted Reservoir Use	No	Current	N/A	Historic	None	None	Full
3A-C	Existing GW Permits, Existing Domestic SW, Existing SW Permits	No	2060	Current	Full	None	None	Existing / Mid ⁴ / Full
3D-F	Existing GW Permits, Existing Domestic SW, Existing and New SW Permits (Low)	No	2060	Current	Full	None	Low	Existing / Mid / Full
3G-I	Existing GW Permits, Existing Domestic SW, Existing and New SW Permits (High)	No	2060	Current	Full	None	High	Existing / Mid / Full
4A-F	New GW Permits, Existing Domestic SW, Existing SW Permits	No	2060	New (Low) ⁵ / New (High) ⁶	Full	None	None	Existing / Mid / Full
4G-L	New GW Permits, Existing Domestic SW, Existing and New SW Permits (Low)	No	2060	New (Low) / New (High)	Full	None	Low	Existing / Mid / Full
4M-R	New GW Permits, Existing Domestic SW, Existing and New SW Permits (High)	No	2060	New (Low) / New (High)	Full	None	High	Existing / Mid / Full
5A	Full GW, Existing Domestic SW, Existing SW Permits	No	2060	20 yr MAY	Full	None	None	Full
6A	Full GW, New Domestic SW (Low), Existing SW Permits	No	2060	20 yr MAY	Full	Use 1	None	Full
6B	Full GW, New Domestic SW (High), Existing SW Permits	No	2060	20 yr MAY	Full	Use 2	None	Full
7A	Full GW, New Domestic SW (Low), Existing and New SW Permits	No	2060	20 yr MAY	Full	Use 1	Full	Full
7B	Full GW, New Domestic SW (High), Existing and New SW Permits	No	2060	20 yr MAY	Full	Use 2	Full	Full

⁴ "Mid" represents an intermediate growth projection for each reservoir's use.

⁵ "New (Low)" represents additional growth rate on top of the "Existing" groundwater use based on population/growth projections cited in the OCWP 2012 Update.

⁶ "New (High)" represents an intermediate groundwater pumping scenarios developed by USGS for the Rush Spring Aquifer. No additional modeling has been completed for the Washita River Aquifer and would therefore be unchanged.

5. Technical Support

The tasks associated with technical support are outlined below:

- 1) As-needed hours to support the review and revisions to the modeling including model outputs, model parameters, scenarios, data, and other technical discussions.

6. Meetings and Administration

The tasks associated with meetings and project administration are outlined below:

- 1) Project kickoff meeting
- 2) Time for 12 1-hour meetings for 2 Lynker staff
- 3) Time for monthly project administration (12 hours) including budgeting and invoicing.

7. Add Inactive Permits to Sub-Basins in aggregate:- COMPLETED, Phase I

Add aggregated demands to each stream gage for inactive permits in the reach. These will be used to recalculate the naturalization values for each stream gage and then set to zero for all future conditions scenarios where they will no longer exist.

8. Add Groundwater Demand Timeseries to HUCs and Naturalize

Lynker will update the CRAM model to convert the existing annual groundwater depletions (using an average monthly demand pattern) to monthly timeseries (1950-2023) for 39 groundwater demands. Lynker will use this information to update the naturalization for the historical gages (9 gages: Cheyenne, Hammon, Foss, Clinton, Carnegie, Lake, Willow, Eakly, and Fort Cobb). The revised naturalization will be used to update the gains per square mile in CRAM. The new groundwater timeseries configuration will be run for the relevant model scenarios in Task 4.

Deliverables: Updated naturalization spreadsheets, updated CRAM model configured with groundwater demand timeseries.

9. Model Modifications in Fiscal Year 2026

Lynker has budgeted for the additional modeling costs associated with scenarios shown in Table 1, including scenarios to support groundwater pumping. We have also allocated additional budget to develop the technical memorandum summarizing model updates. This supports the ongoing modeling in fiscal year 2027 (July 1, 2026 – June 30, 2027).

10. Meetings in 2027

This task includes time for project meetings and administration for January 1 – June 30, 2027. This includes weekly half hour technical project meetings with OWRB.

Project Schedule

The project period of performance started March 18, 2026 and will be extended from December 31, 2026 to June 30, 2027. Lynker is developing the model in coordination with the OWRB and the US Bureau of Reclamation. Since Tasks 1, 2, 3 and 7 have been completed, the project work will continue with groundwater demand updates (Task 8) and model scenarios (Tasks 4). Tasks 5 and 6 include time for technical support and meetings through the end of 2026. Task 9 will support documentation and the modeling scenarios. The updated project schedule by task and subtask is provided below in Figure 1.

	FY25				FY26												FY27					
Tasks	I-Mar-26	I-Apr-26	I-May-26	I-Jun-26	I-Jul-26	I-Aug-26	I-Sep-26	I-Oct-26	I-Nov-26	I-Dec-26	I-Jan-27	I-Feb-27	I-Mar-27	I-Apr-27	I-May-27	I-Jun-27	I-Jul-27	I-Aug-27	I-Sep-27	I-Oct-27	I-Nov-27	I-Dec-27
Task 1: Model Modifications																						
Task Complete, Invoiced	Task complete																					
Task 2: Model Validation and Calibration																						
Task Complete, Invoiced	Task complete																					
Task 3: Status Quo Scenarios																						
Task Complete, Invoiced	Task complete																					
Task 4: Adaptation Strategies																						
1) Add monthly Drought Indicator to model																						
2) add an ability for model to calculate for Running 12-month Total of Inflow into reservoirs																						
3) Modify the model to add the following thresholds to trigger curtailment																						
4) Modify the model to include two trigger initiation considerations																						
5) Modify model to include two curtailment scenarios																						
6) Provide model outputs for permit availability, inflow sequences at gage locations and into reservoirs, and modeled reservoir storage for the 32 development scenarios																						
7) Run Model Scenarios: 3A-I (9 runs), 4A-L (18 runs), 5A, 6A, 6B, 7A, 7B (5 runs)																						
Task #5: Technical Support																						
1) As-needed hours to support the review and revisions						100% billed																
Task #6: Meetings and Administration (Ends Dec 26)																						
1) Project kickoff meeting (complete)	Subtask complete																					
2) Time for 12 1-hour meetings for 2 Lynker staff																						
3) Time for monthly project administration																						
Task #7: Add Inactive Permits to Sub-Basins in aggregate																						
Task Complete, Invoiced	Task complete																					
Task #8: Add Groundwater timeseries demands for each HUC																						
1) convert the existing annual groundwater depletions (using an average monthly demand pattern) to monthly timeseries																						
2) naturalization for the historical gages (9 gages)																						
3) update the gains per square mile in CRAM																						
4) Re-run Task 3 scenarios (Runs 1, 2a, 2b, 2c)																						
Task #9: Project Catch-up																						
1) Tech Memo																						
2) Task 4 model scenarios supplemental																						
Task #10: Project Meetings (Jan 1, 27 - Jun 30, 27)																						
1) Project Meetings																						

Figure 1: Project Schedule

Project Budget

The total Phase II project budget is \$104,026.91, which reflects the Phase II project, Tasks 4, 5, 6, 8, 9, and 10. This includes a budget modification of \$45,562.05 for Tasks 8, 9, and 10. The project budget is provided by task in Table 2 below.

Table 2: Project Budget by Task

Project Task	Phase I Total	Phase II Total	Status
Task 1: Model Modifications	\$ 12,415.00		Completed - Invoiced
Task 2: Model Validation and Calibration	\$ 30,260.00		Completed - Invoiced
Task 3: Status Quo Scenarios		\$ 17,159.80	Completed - Invoiced
Task 4: Adaptation Strategies		\$ 25,976.60	In progress
Task 5: Technical Support		\$ 7,742.51	Not started
Task 6: Meetings & Administration		\$ 7,585.95	In progress
Task 7: Add Inactive Permits to Sub-basins	\$ 2,260.00		Completed - Invoiced
Task 8: Add Groundwater Demand Timeseries to HUCs and Naturalize		\$ 14,662.05	Not started
Task 9: Model Modifications in FY2026		\$ 26,002.35	Not started
Task 10: Meetings in 2027		\$ 4,897.65	Not started
Total Budget for Completion	\$ 44,935.00	\$ 104,026.91	

Signature: 
Derrick Wagner (Oct 9, 2026 13:42:48 CDT)
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Signature: 
Email: chris.neel@owrb.ok.gov

Signature: 
Jessica Billingsley (Oct 9, 2026 14:12:01 CDT)
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Signature: 
Sara Gibson (Oct 12, 2026 09:58:05 CDT)
Email: sara.gibson@owrb.ok.gov

UpperWashitaContractLynker_packet_unsigned_20261009_DLW

Final Audit Report

2026-10-12

Created:	2026-10-09
By:	Derrick Wagner (Derrick.wagner@owrb.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoqZvmYWraAa9OnKtYtlzLcwZDxAYEJlo

"UpperWashitaContractLynker_packet_unsigned_20261009_DLW" History

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 Agreement completed.

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3. SUMMARY DISPOSITION AGENDA ITEMS

WATER RIGHTS ADMINISTRATION DIVISION

October 20, 2026

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Temporary Permits to Use Groundwater

October 20, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
2026-504 1/13/2026	Viridis Farms, LLC	4	Blaine County, Rush Springs Sandstone	280 acres Section 13, T15N, R13WIM	Irrigation 40 a.f.
2026-505 1/13/2026	Andrew Sproul and Jennifer Sproul	17	Major County, Cimarron River Alluvium and Terrace	305.56 acres Sections, 5, 8, T21N, R10WIM	Irrigation 611.12 a.f.
2026-554 4/9/2026	Noble L. Ballard and Suzanne Ballard	2	Jackson County, Blaine	855.32 acres Section 9, T2N; Sections 31, 32, T3N; R23WIM	Irrigation 1,613.64 a.f.
2026-577 6/16/2026	Crawford Land and Cattle, LLC	1	Harmon County, Blaine	160 acres Section 8, T1N, R24WIM	Irrigation 320 a.f.

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

October 20, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
1979-620 6/11/2026	Andy and Nicole Reimer	7	Major County, Cimarron River Alluvium and Terrace	155 acres Section 23, T21N, R10WIM	Irrigation 310 a.f.
1995-576 4/16/2026	Koch Family Land Trust	2	Custer County, Rush Springs Sandstone	155 acres Section 25, T12N, R14WIM	Irrigation 310 a.f.
2013-559 6/11/2026	Andy and Nicole Reimer	6	Major County, Cimarron River Alluvium and Terrace	160 acres Section 27, T21N, R10WIM	Irrigation 320 a.f.

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Regular Permits to Use Groundwater

October 20, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
2025-654 12/22/2025	Danny Teel	3	Roger Mills County, Washita River Alluvium and Terrace (Reach 1)	1,020 acres Sections 7, 18, T13N, R21WIM; Sections 11, 12, 13, T13N, R22WIM	Irrigation and Oil and Gas 2,040 a.f.
2026-522 2/17/2026	Tony and Brenda Dorrell	10	Beckham County, North Fork of the Red River Alluvium and Terrace	231 acres Section 1, T9N, R25WIM	Agriculture and irrigation 231 a.f.
2026-555 4/9/2026	Freddie Harden and Wesley Eugene Harden	3	Roger Mills County, Washita River Alluvium and Terrace (Reach 1)	322 acres Section 5, T13N; Section 32, T14N; R21WIM	Irrigation and Agriculture, oil and gas 644 a.f.

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

October 20, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
1984-645 1/18/2024	W. J. Jacobs Water, LLC	8	Pontotoc County, Arbuckle-Simpson	6,365 acres Sections 19, 20,21,22,24,25, 26,27,28,29,30, 34,35,36, T1N, R5EIM	Municipal use and agriculture 1,273 a.f.
1984-647 9/26/2023	W. J. Jacobs Water, LLC	2	Johnston County, Arbuckle-Simpson	1,540 acres Sections 1, 2, 11, 12, T1S, R4EIM	Municipal use and agriculture 308 a.f.
1984-648 9/26/2023	W. J. Jacobs Water, LLC	4	Murray County, Arbuckle-Simpson	3,070 acres Sections 23, 24, 25, 26, 35, 36, T1N, R4EIM	Municipal use and agriculture 614 a.f.

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Term/Seasonal Permits to Use Stream Water

October 20, 2026

APP. NO. & DATE FILED	NAME OF APPLICANT	POINTS OF DIVERSION	COUNTY & STREAM SYSTEM	PURPOSE & AMOUNT RECOMMENDED
2026-018 4/4/2026	Allen Contracting Inc.	One point of diversion on Deep Fork River in Section 16, T13N, R2WIM	Oklahoma County SS 2-7	Road construction 2.5 a.f.

WATER RIGHTS ADMINISTRATION DIVISION
Well Driller and Pump Installer Licensing

October 20, 2026

DPC NUMBER	NAME OF FIRM	CERTIFIED ACTIVITIES	OPERATORS
New Licenses, Accompanying Operator Certificates and Activities:			
	Blanchard's Legacy Water Well Service	Pump Installation Plugging of certain wells	Matthew Blanchard
	Larry Brock	Geothermal geotechnical groundwater And pump installation	Larry Brock
	First Priority, Inc	Groundwater and pump Installation	Frank Weibe
New Operators, License Name Change, and/or Activities for Existing Licenses:			
	Dolese Bros. Co.	Geotechnical	Kevin Morphis
	Oklahoma Environmental, Inc.	Geotechnical	Robert Hill
	Whiterock Resources, LLC	Geotechnical	Jordan Bowen
	Dolese Bros. Co.	Geotechnical	Michael Telfer

October 2026 Dam Safety Board items

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

1. Hollow Point Dam No. 1, OK30752

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS SUBMITTED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK30752	Hollow Point Holdings	Paul Cragun, P.E.	Low	Sec. 01, T07S, R19EIM
Choctaw County	Hollow Point Ranch Dam No. 1	Cumulus Design		

The applicant requests approval for the permit of a small, low hazard potential dam. The dam was constructed in 2025 without approval by the Board. The applicant has also requested a variance for the absence of a valley floor drain, stating that the installation of a new conduit through the embankment could introduce a potential seepage path and associated risks. The engineering report includes a hydrologic and hydraulic analysis to demonstrate that the dam meets OWRB hydraulic capacity requirements. No construction work will be performed. The primary purpose of the dam and reservoir is recreation. The dam is 44 feet tall, with a normal storage capacity of 190.7 acre-feet and a maximum storage capacity of 334.3 acre-feet.

2. Hollow Point Dam No. 2, OK30753

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS SUBMITTED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK30753	Hollow Point Holdings	Paul Cragun, P.E.	Low	Sec. 01, T07S, R19EIM
Choctaw County	Hollow Point Ranch Dam No. 2	Cumulus Design		

The applicant requests approval for the permit of a small, low hazard potential dam. The dam was constructed in 2025 without approval by the Board. The applicant has also requested a variance for the absence of a valley floor drain, stating that the installation of a new conduit through the embankment could introduce a potential seepage path and associated risks. The engineering report

includes a hydrologic and hydraulic analysis to demonstrate that the dam meets OWRB hydraulic capacity requirements. No construction work will be performed. The primary purpose of the dam and reservoir is recreation. The dam is 40.5 feet tall, with a normal storage capacity of 200.2 acre-feet and a maximum storage capacity of 261.3 acre-feet.

3. Hollow Point Dam No. 3, OK30754

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS SUBMITTED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK30754	Hollow Point Holdings	Paul Cragun, P.E.	Low	Sec. 01, T07S, R20EIM
Choctaw County	Hollow Point Ranch Dam No. 3	Cumulus Design		

The applicant requests approval for the permit of a small, low hazard potential dam. The dam was constructed in 2025 without approval by the Board. The applicant has also requested a variance for the absence of a valley floor drain, stating that the installation of a new conduit through the embankment could introduce a potential seepage path and associated risks. The engineering report includes a hydrologic and hydraulic analysis to demonstrate that the dam meets OWRB hydraulic capacity requirements. No construction work will be performed. The primary purpose of the dam and reservoir is recreation. The dam is 37.5 feet tall, with a normal storage capacity of 291.7 acre-feet and a maximum storage capacity of 373.1 acre-feet.

4. Hollow Point Dam No. 4, OK30755

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS SUBMITTED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK30755	Hollow Point Holdings	Paul Cragun, P.E.	Low	Sec. 01, T07S, R19EIM
Choctaw County	Hollow Point Ranch Dam No. 4	Cumulus Design		

The applicant requests approval for the permit of a small, low hazard potential dam. The dam was constructed in 2025 without approval by the Board. The applicant has also requested a variance for the absence of a valley floor drain, stating that the installation of a new conduit through the embankment could introduce a potential seepage path and associated risks. The engineering report includes a hydrologic and hydraulic analysis to demonstrate that the dam meets OWRB hydraulic capacity requirements. The primary purpose of the dam and reservoir is recreation. The dam is 46 feet tall, with a normal storage capacity of 525.0 acre-feet and a maximum storage capacity of 1054.4 acre-feet.

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

October 1st, 2026

APPLICATION NO.	NAME OF APPLICANT	LOCATION	PROJECT NARRATIVE
FP-2026-09	OTA	Rogers County	Project includes the replacement of the existing parallel bridges over the Verdigris River with a single 119'-wide 1, 120'-long bridge and removal of the six existing pier protection cells. The proposed bridge will be a 5-span (102'-246': 340': 276'-102') steel I-beam bridge with a 118'-10" divided clear roadway. The approach roadway on either side of the bridge will be widened to accommodate the new bridge, and additional embankment fill will be placed within the floodplain. While the bridge itself is on federal (USACE) property, the approach roadway work will take place on state lands (OTA right-of-way).
FP-2026-12	OTA	Cleveland County	Includes roadway improvements to Peebly Road associated with the new Toby Keith Expressway interchange at S Peebly Road. The existing drainage culvert is not being modified as a part of the project.

FP-2026-13	OTA	Cleveland County	Includes the construction of bridges on a divided 4-lane roadway with entrance and exit ramps west of the Peebly Rd interchange. Bridges include: Bridge Q (7-100' Type IV PCB spans), Bridge R-S (6-95' Type IV PCB spans), and bridge T (6-95' Type IVE PCB spans) over an UNT to Hog Creek. New abutments and piers will be constructed in and around the floodplain.
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3.P.

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

October 1st, 2026

NUMBER	NAME OF COMMUNITY/CID	FLOODPLAIN ADMINISTRATOR
874	Town of Canton	Tristen Suter
875	City of Hollis	Mark Whisenant
876	Town of Lookeba	Daniel Klassen
877	City of Midwest City	Carrie Evenson
878	Town of South Coffeyville	Steven Soule

3.Q.

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

October 20, 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 AUGUST 31, 2026, HEARING DATE**

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

COMES NOW, on AUGUST 31, 2026, at 9:30 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 12 Groundwater Permits and 1 Stream Water Permit with their originally named owners are listed below:

Groundwater Permits:

- | | | | |
|----|------------------------------|-----------------|-----------|
| 1. | E. L. Young & Sons Farms Inc | Caddo County | 1954-1403 |
| 2. | Stratton Farms Ltd | Custer County | 1964-063 |
| 3. | Juanita Jankowski | Cimarron County | 1966-227 |
| 4. | Juanita Jankowski | Cimarron County | 1966-228 |

5.	Frank L. Spann	Canadian County	1970-193
6.	Coburn Family Trust	Canadian County	1971-374J
7.	Jay Dee Wedel	Major County	1972-042
8.	Leo R. Finkenbinder	Canadian County	1976-809
9.	Breckenridge Farm LLC	Delaware County	2005-559
10.	Canyon Farm LLC	Delaware County	2005-561
11.	Jack O. and Donna K. Sheets	Pawnee County	2009-527
12.	Triple Transport Inc	Canadian County	2018-586

Stream Water Permits:

1.	Jack Wayne Jensen	Hughes County	1993-036
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JURISDICTION AND AUTHORITY

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

FINDINGS OF FACT

Based upon the statements in the letters of notice signed by Chris Neel, Water Resources Division Chief, the Respondents, or new owners of lands associated with the permits, were mailed notices to legally effectuate change of ownership to transfer and thus maintain the permits, by first class U.S. Postal regular mail and certified mail. Therefore, sufficient notice was provided. None of the new owners of properties associated with the permits appeared for hearing and have not submitted the required documentation and fees pursuant to Oklahoma Administrative Code

("OAC") 785:30-7:7 for groundwater permits, "Transfer of groundwater rights", and OAC 785:20-9-4(f), for stream water permits, "Assignment or transfer of appropriation permit and transfer of title of land".

In the absence of the Respondents, being the new owners of the land associated with the permits, who had an opportunity for a hearing and for whom the OWRB has sufficiently shown proper service by at minimum attempting mailings of notice to their known addresses. Therefore the matter is deemed confessed and 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:

RGIN

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

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

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

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

IN THE MATTER OF MULTIPLE NOTICES ISSUED FOR RESPONDENTS' FAILURE
TO TIMELY SUBMIT CHANGE OF OWNERSHIP DOCUMENTS AND FILING FEES
FOR NOTICES RELATING TO THE JULY 20, 2026 HEARING DATE

AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss

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

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

EXHIBIT "A"

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

Jazm Tuttle

(Signature of Affiant)

The foregoing was acknowledged before me on this 15 day of October, 2026.



commission expires: 11-15-28

EXHIBIT "A"

CERTIFICATE OF MAILING

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

Groundwater Addresses Permit Holders

1954-1403	1964-063
E. L. Young & Sons Farms Inc 18099 County Road 1180 Binger, OK 73009	Stratton Farms Ltd 515 South 14th Street Clinton, OK 73601
1966-227	1966-228
Juanita Jankowski 6805 Fence Line Drive Austin, TX 78749	Juanita Jankowski 6805 Fence Line Drive Austin, TX 78749
1970-193	1971-374J
Frank L. Spann 717 Britton Road NW El Reno, OK 73036	Coburn Family Trust 3329 South Coburn Road Oklahoma City, OK 73150
1972-042	1976-809
Jay Dee Wedel RR 1 Box 161 Ringwood, OK 73768	Leo R. Finkenbinder 3804 North Shannon Ave Bethany, OK 73008
2005-559	2005-561
Mang Chawn Ni & Lil Par Darmen Zin Thang 46383 County Road 716 Jay, OK 74346	Mang Chawn Ni & Lil Par Darmen Zin Thang 46383 County Road 716 Jay, OK 74346
2009-527	2018-586
Jack O. and Donna K. Sheets 1710 Travis Road Ranch Lucas, OK 75002	Triple Transport Inc 4161 North Gregory Road El Reno, OK 73036

Stream Water Addresses Permit Holders

1993-036
Jack Wayne Jensen 4981 NS 374 Allen, OK 74825

OKLAHOMA WATER RESOURCES BOARD

By: Angela Rodriguez

3.R.

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

October 20, 2026

2013-013

Waterfowler Trust

Lincoln County

3.S.

**WATER RIGHTS ADMINISTRATION DIVISION
Informal Disposition Order**

October 20, 2026

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

In the Matter of the Application of	)	
Jack Mitchell and Karmita Warkentin	)	Application No. 2007-0523B
For Amendment to a Groundwater Permit.	)	

PROPOSED ORDER WITH STIPULATED AGREEMENTS

This matter arises out of the Application of Jack Mitchell and Karmita Warkentin for an Amendment to a Groundwater Permit, filed on January 8, 2026, bringing the total requested groundwater permit use to approximately 96.44-acre feet annually by adding 49.729-acre-feet annually by the Amendment. The listed original purposes were for (1) irrigation, (2) oil and gas well, and (3) “remove petroleum refining”. The latter two listed purposes have been agreed upon by the parties for removal or withdrawal by the Applicant.

On September 28, 2026, Protestants Sandra Youngblood and Dr. Ann Kaiser Stearns filed a Withdrawal of Protest and Request for Hearing, a copy of which is attached as Exhibit “A”. The condition for withdrawal was based upon the Applicant’s revision to the amended application, eliminating the purposes of mining associated with oil and gas operations. Consistent with that on the same date, Applicant submitted their written and signed request to the Oklahoma Water Resources Board (“Board”) staff to revise the pending Application, a copy of which is attached as Exhibit “B”. Applicant’s revision request withdraws the proposed use of groundwater for sale for mining (primary completion of oil and gas wells), and keeps intact irrigation, specifying it is for grass and grazing crops.

The Board finds that the written September 28, 2026, agreement memorialized separately by the parties in writing fully resolves all issues by an agreed-upon stipulation of the one condition as articulated herein. All applicable legal issues set forth in the Notice of Hearing dated September

14, 2026, are deemed to have been met by the Applicants for the above-styled Application Amendment. These include: 1) that the land overlies a fresh groundwater basin and is owned or leased by the Applicant; 2) that the use is beneficial as defined by applicable law; 3) that waste by depletion and by pollution as defined by applicable law will not likely occur; 4) that the notice by the Applicant is deemed to be proper; and 5) that the location of the Applicants' wells is approved.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Application for an Amendment to Groundwater Permit No. 2007-0523B is hereby approved, incorporating the agreed revision to authorize groundwater for only the purposes of irrigation of grass and grazing crops. The protest by Sandra Youngblood and Dr. Ann Kaiser Stearns is deemed to be withdrawn. The Application is remanded back to Oklahoma Water Resources Board staff to administratively revise or amend the Application for an Amendment to the Groundwater Permit for the Applicant's irrigation of grass and grazing crops, excluding the other originally listed purposes identified in the Application and Notice for the Amendment to the Groundwater Permit filed on January 8, 2026.

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 the Application of	)	
Jack Mitchell and Karmita Jewell Warkentin	)	Permit Application No. 2007-523B
Amendment to Groundwater Permit	)	
Custer County, Oklahoma	)	

WITHDRAWAL OF PROTEST AND REQUEST FOR HEARING

Protestants Sandra Youngblood and Dr. Ann Kaiser Stearns, by and through undersigned counsel, hereby withdraw their Protest and Request for Hearing filed August 28, 2026, concerning the Application to Amend Temporary Groundwater Permit No. 2007-523B.

Protestants' withdrawal is made **in reliance upon and as a result of Applicants' withdrawal from the Application of the requested addition of groundwater use for mining associated with oil-and-gas operations as an authorized purpose of use.** With that requested use having been withdrawn, Protestants withdraw their Protest and Request for Hearing and do not object to the Board's consideration of the remaining requested amendments to the Application.

This withdrawal is limited to the Application as presently amended and does not waive or otherwise affect Protestants' right to protest any future application, amendment, or request seeking authorization of groundwater for mining use or any other future proposed change to Permit No. 2007-523B. To the extent that request is re-presented during this amendment review, Protestants reserve their protest accordingly.

WHEREFORE, Protestants respectfully withdraw their Protest and Request for Hearing.

EXHIBIT "A"

Respectfully submitted,

DOERNER, SAUNDERS, DANIEL
& ANDERSON, L.L.P.

By: Kaylee P. Davis-Maddy
Kaylee P. Davis-Maddy, OBA No. 31534
210 Park Avenue, Suite 1200
Oklahoma City, OK 73102-4805
(405) 319-3513; Fax: (405) 319-3524
Email: kmaddy@dsda.com
Attorney for Protestants

CERTIFICATE OF MAILING

This is to certify that on September 28, 2026, a true and correct copy of the above and foregoing document served by regular mail, certified mail, and email to:

Jack Mitchell and Karmita Warkentin
9384 N. 2420 Rd
Hydro, OK 73048
Email: JwkFeed@gmail.com

Oklahoma Water Resources Board
Email: angela.rodriguez@owrb.ok.gov
email: sharon.robinson@owrb.ok.gov

Kaylee P. Davis-Maddy
Kaylee P. Davis-Maddy

EXHIBIT "A"

Jack Mitchell Warkentin & Karmita Jewell Warkentin

9384 North 2420 Road
Hydro, Oklahoma 73048

September 28, 2026

Oklahoma Water Resources Board
Attn: Sharon Robinson
Water Rights Administration Division
3800 North Classen Boulevard
Oklahoma City, Oklahoma 73118-2881

RECEIVED

SEP 28 2026

OKLAHOMA WATER
RESOURCES BOARD

Re: Amendment to Groundwater Permit No. 2007-523B, Custer County—withdrawal of proposed mining use only

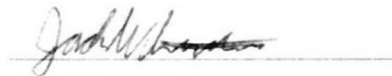
Dear Ms. Robinson:

We request that the Oklahoma Water Resources Board revise our pending application to amend Groundwater Permit No. 2007-523B by withdrawing the proposed use of groundwater for **sale for mining (primary completion of oil and gas wells)**.

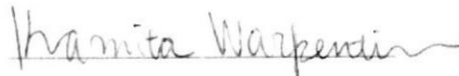
This withdrawal is limited to the proposed mining use. We wish to retain the full requested quantity of **96.44 acre-feet of groundwater per calendar year** for **irrigation of grass and grazing crops**.

Please update the application and the Board's records accordingly. Let me know if there is any issues with this. Thank you for your assistance!

Sincerely,



Jack Mitchell Warkentin
Applicant



Karmita Jewell Warkentin
Applicant

EXHIBIT "B"

CERTIFICATE OF MAILING

I certify that on _____ 2026, a true and correct copy of the above and foregoing instrument was mailed and emailed to:

Jack Mitchell and Karmita Warkentin 9384 N. 2420 Rd. Hydro, OK 73048 JwkFeed@gmail.com	Kaylee P. Davis-Maddy 210 Park Avenue, Suite 1200 Oklahoma City, OK 73102-4805 kmaddy@dsda.com
--	--

Angela Rodriguez,
Oklahoma Water Resources Board

5. SPECIAL CONSIDERATION

WATER RIGHTS ADMINISTRATION DIVISION

October 20, 2026

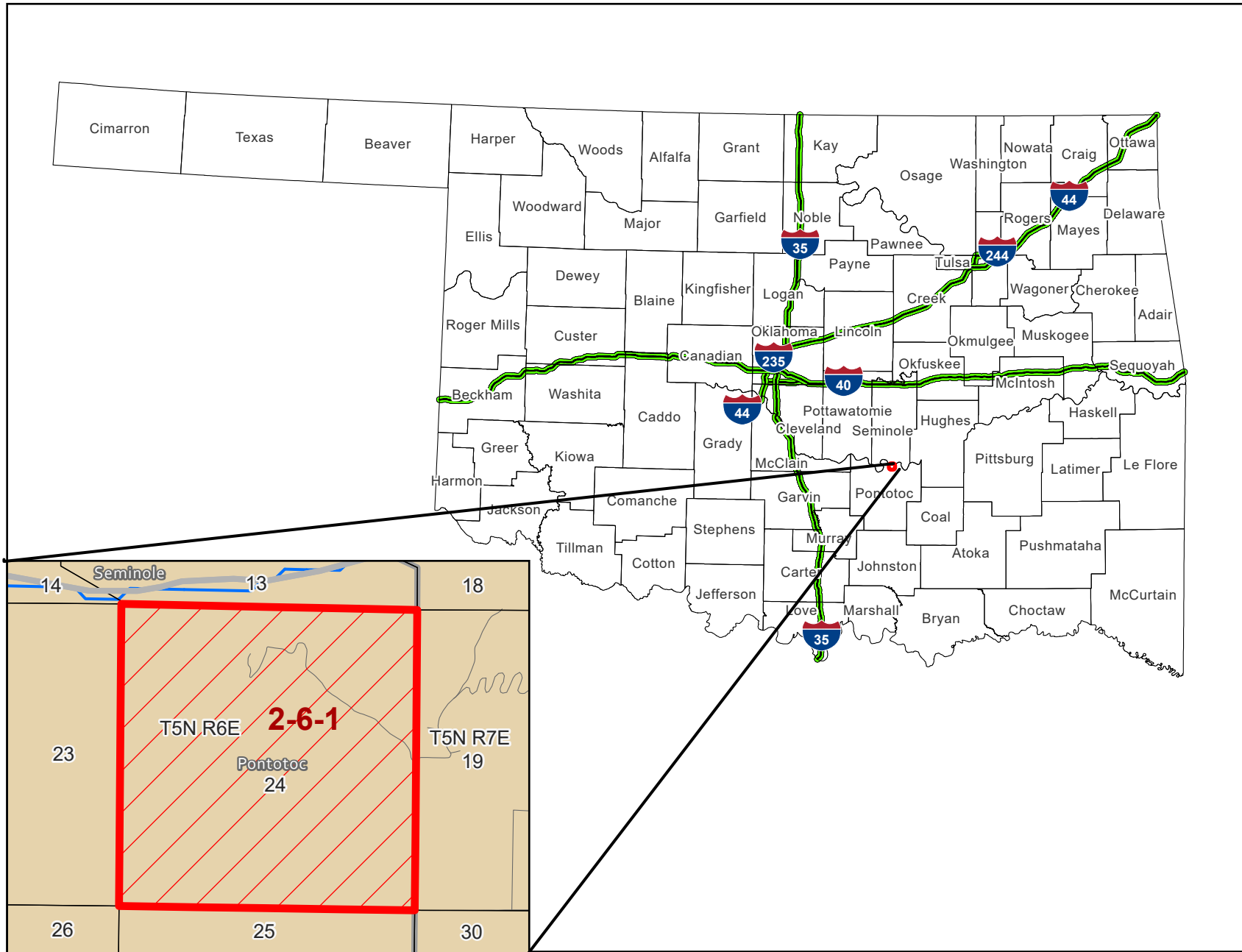
**WATER RIGHTS ADMINISTRATION DIVISION
Compliance Order on Dam**

October 20, 2026

NUMBER & DATE	COUNTY	RESPONDENT	RECOMMENDATION
OK30687 9/5/2025	Pontotoc County	Seeds Dam	Respondent comply with all of the required actions set forth of NOV

Consideration of a proposed Final Administrative Compliance Order concerning Seeds Dam (OK30687), a low hazard potential dam in Pontotoc County owned by William Charles Seeds. The dam was constructed without prior Board approval, and the owner has failed to submit the required application despite multiple deadline extensions and an August 3, 2026, Notice of Violation. The proposed Order requires payment of a \$500 administrative penalty, submission of a complete engineering application and supporting documentation, and completion of applicable post-construction reporting and inspection requirements. Continued noncompliance would result in additional penalties of \$500 per day beginning January 1, 2027, up to \$30,000.

Seeds Dam OK30687 - Pontotoc County



Overlay Legend

-  Seeds Dam Legal Land Location
-  Counties
-  Interstates

Inset Legend

-  Seeds Dam Legal Land Location
-  Counties
-  Sections
-  Township
-  County Roads
-  Rivers
-  8-Digit HUC

OWRB Stream Systems

-  2-6-1, Lower Canadian River

Created by: DA
Date: 10/15/2026

0 0.25 0.5 1 Miles

0 30 60 120 Miles



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

IN THE MATIER of Seeds Dam	)	
in the of SW/4 NW/4 NE/4 of Section 24	)	
Township 05 North,	)	NID ID: OK30687
Range 06 East of the Indian Meridian,	)	
Pontotoc County, Oklahoma,	)	
	)	
William Charles Seeds	)	NOV No.: DS-2026-0019
4925 Timber Creek Rd.	)	
Flower Mound, TX 75028	)	
	)	
Respondent.	)	

PROPOSED FINAL ADMINISTRATIVE COMPLIANCE ORDER

COMES NOW ON THIS 20th day of OCTOBER, 2026, the Oklahoma Water Resources Board and issues this Administrative Compliance Order in relation the above captioned Notice of Violation to Seeds Dam (OK30687), a low hazard potential dam which is subject to the Board’s jurisdiction under the Oklahoma Dam Safety Act in Title 82 of the Oklahoma Statutes and the Oklahoma Administrative Code, Title 785.

The State of Oklahoma, ex rel. Oklahoma Water Resources Board (“OWRB”), is represented by attorney Andrew Price from the OWRB Office of General Counsel. Respondent dam owner is identified by OWRB as William Charles Seeds.

**FINDINGS OF FACT IN RELATION TO RESPONDENT’S
NON-COMPLIANCE WITH THE NOTICE OF VIOLATION**

1. On September 5, 2025, OWRB Dam Safety Engineers conducted a site visit of the Dam and found it to be jurisdictional. See NOV, Exhibit “A”.
2. On November 12, 2025, Yohanes Sugeng, P.E., Chief Engineering and Planning Division, of the OWRB sent William Charles Seeds, Respondent, a letter requiring the engagement of an engineer to file an application to construct the dam, as required for dams constructed after 1973 without prior approval of the Board; providing an **original deadline of December 31, 2025**. See Letter, Exhibit “B”, and Emails showing proof it was received, dated November 12, 2025, Exhibit “C”.
3. On December 11, 2025, Respondent provided a written extension request to the Board, stating that he had spoken with “several engineers but none of them can meet the deadline”, and based the extension upon “the dam being such a low hazard”. OWRB by way of Luis Peralta, Dam Safety Engineer granted it, **extending the deadline to March 31, 2026**. See Emails, Exhibit “C”.

4. According to OWRB Legal Counsel, on March 30, 2026, Kolee Prather, of Landess Engineering, provided another written extension request, and OWRB again **extended the deadline to June 30, 2026**. As of August 3, 2026, 34 days after the June 30, 2026 deadline, the Board had not received an application to construct or an extension request. See Email, Exhibit “C”.
5. Accordingly, the Board issued the attached Notice of Violation (“NOV”) on August 3rd, 2026, requiring a response and **compliance by September 1, 2026**. See NOV and proof of mailing, Exhibit “A”. No formal response to the NOV was filed on or before that date.
6. Stephen Landes of Landes Engineering emailed the OWRB Legal Counsel, Mr. Price, on September 1, 2026. The email by Mr. Landes, in summary, stated that his hired engineer did some work related to the NOV but then quit the job, and stated that the former employee of wiped all data from the computer, “setting us back several months of work.” See Email, Exhibit “C”.
7. Counsel for OWRB responded to the email, outlined the chronology of the above dates and extensions, and stated that no additional extension requests would be granted. Respondent nor his engineer have disputed the chronology of extension requests and the granting of the same by OWRB.

CONCLUSIONS OF FACT

8. The Board finds and concludes from the facts that Respondent was provided with at least three (3) dates extending the time to comply with OWRB’s stated violations before the NOV itself was issued.
9. The Board further finds and concludes from the facts that Respondent, upon receipt of the NOV, failed to timely comply with the actions listed in the NOV, and failed to timely file a formal response to it or request a hearing to dispute the matter by the listed deadline of September 1, 2026.
10. The Board further finds and concludes from the facts that Respondent appears to seek yet another extension by and through his engineer, this time implying it will now take several months. This was despite Respondent and/or his engineers receiving at least four (4) deadline extensions for compliance with the NOV. This Order does effectively provide another *fifth* deadline extension, hereby being thirty (30) days after receipt of this Order. Under the totality of the circumstances, the repeated requests for extensions no longer appear to be reasonably based in good faith to timely comply with the NOV, after continued and repeated assurances of such efforts by Respondent and/or his designated engineer to effectuate compliance.

CONCLUSIONS OF LAW

The Respondent received good notice pursuant to the requirements of Article II of the Administrative Procedures Act (the “APA”), 75 O.S. §§ 308a-323 and 12 O.S. § 2004(2). Respondent

was noticed of this opportunity for hearing by being mailed the Notice of Violation, Assessment of Administrative Penalty, and Hearing, hereinafter “NOV”. See Exhibit “A”. Respondent has not disputed the NOV nor requested an administrative hearing. Because of his failure to timely respond by the date required by the NOV, and further communications that did not dispute the allegations but made implied or express assurances of compliance by means of multiple deadline extension requests, Respondent is effectively in Default pursuant to 75 O.S. §§ 250 et seq.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Respondent comply with all of the Required Actions set forth in the Notice of Violation, Assessment of Administrative Penalty, and Notice and Opportunity for Hearing, by January 1, 2027, which include:

- a. Pay the Administrative Penalty in the amount of five hundred dollars (\$500.00), as authorized by 82 O.S. § 110.10(C) for failing to file a complete application form for Seeds Dam in accordance OAC 785:5-1-9(a) and 785:25-5-1(a).
- b. Consult with a professional engineer and submit an application for Seeds Dam within thirty (30) days, in accordance with OAC 785:25-5, containing:
 - i. An application filing fee, in accordance with OAC 785:5-1-9(a);
 - ii. An application to construct form;
 - iii. 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;
 - iv. Area and capacity curves of the proposed reservoirs;
 - v. Detailed drawings showing plans, cross and longitudinal sections of the outlet conduits, valves and controls for operating the same, and trash racks;
 - vi. 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;
 - vii. 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;
 - viii. 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;
 - 1x. A requirement, during the period of construction, for supervision by an

engineer as required in 785:25-7-2;

x. 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;

xi. Any variance requests related to the applications.

- c. Submit a notice of completion of works form with as-built drawings for any modifications completed on Seeds Dam within 30 days of project completion, in accordance with OAC 785:25-7-6.
- d. Respondent must provide an Inspection of the Dam by a professional engineer post project completion and submit a Written Inspection Report to the Board not later than 30 days after the inspection, OAC 785:25-9-1.
- e. Comply promptly with all applicable OWRB rules, pursuant to OAC 785:25, and with any request or requirements issued by Board staff regarding any applications under staff review that require Board approval.
- f. If Respondent fails to complete the above Required Actions within thirty (30) days from receipt of this Order, Respondent will be required to pay additional administrative penalties of five hundred dollars (\$500.00) per day beginning on January 1, 2027, and ending on the date of completion of all Required Actions, up to a maximum of thirty thousand dollars (\$30,000.00).

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

OKLAHOMA WATER RESOURCES BOARD

Thomas Gorman, Vice Chairman

ATTEST:

Heather McCall, Secretary (SEAL)

CERTIFICATE OF MAILING

I certify that on the 14th day of September, 2026, I mailed via certified mail, return receipt requested, a true and correct copy of the above and foregoing instrument was mailed to:

William Charles Seeds
4925 Timber Creek Road
Flower Mound, TX 75028

And to his email at:

seedsw@gmail.com

Angela Rodriguez, Administrative Hearings Clerk
Oklahoma Water Resources Board