

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.

**June 20, 2023 Regular Meeting Draft Official Minutes For
consideration at the July 18, 2023, Board Meeting**

CALL TO ORDER

The Regular Meeting of the Oklahoma Water Resources Board was called to order by Chairman Matt Muller, on June 20, 2023, at 9:30 a.m., at the Oklahoma Water Resources Board located at 3800 N. Classen Blvd. Oklahoma City, Oklahoma 73118. The meeting was conducted pursuant to the Oklahoma Open Meeting Law with due and proper notice provided pursuant to Sections 303 and 311 thereof. The agenda was posted on May 5th, 2023, at 11:00 a.m. at the Oklahoma Water Resources Board's offices at 3800 N. Classen Boulevard, Oklahoma City, Oklahoma.

A. Roll Call. Chairman Matt Muller welcomed everyone to the meeting and asked for the roll call of members.

Board Members Present

Ron Justice
Suzanne Landess
Robert L. Stallings, Jr.
Darren Cook
Thomas Gorman
Jennifer Castillo

Board Members Absent

Charles Darby, Vice Chairman
Bob Latham

Staff Members Present

Julie Cunningham, Executive Director
Sara Gibson, General Counsel
Robby Short, Communication and Marketing Coordinator
Tamara Lilly, Executive Administrator
Joe Freeman, Chief, Financial Assistance Division
Bill Cauthron, Chief, Water Quality Programs Division
Chris Neel, Chief, Planning and Management Division
Cleve Pierce, Chief, Administrative Services Division

Others Attending

Rusty Whisenhunt, City of Lawton
Mary Stallings
Arvil Morgan, Wagoner # 5
Sean Garrison, Wagoner # 5
Steve Manek, TEIM Desion
Charles Lindsey-Outlaw, Legis OK
Greg Buckley, Pittsburg County RWD 20
Ed Fite, GRDA
Charlie Swinton, BancFirst
Chris Gander, BOKFS

B. Discussion, Amendments and Vote to Approve Official Minutes of the May 16, 2023, Regular Meeting. Chairman Muller inquired if all members reviewed the minutes of the May 16, 2023, meeting and if no questions, or changes, requested a motion to approve. No comments or amendments; Ms. Castillo motioned to approve, and Mr. Stallings seconded the motion. Chairman Muller called for the vote.

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

C. Executive Director’s Report:

We finally had rain in Western Oklahoma! The West Central region received the most last month at 178% of normal, while the East Central region only received 53% of normal, making for a very interesting 30-day rainfall map. All regions were Near Normal on the PDSI, which has not happened in well over a year. There are no burn bans in effect. NOAA’s Seasonal Drought Outlook predicts all of Oklahoma moving out of drought status except Cimarron County. A year ago, the entire western half of the state was predicted to remain in persistent drought. Still, more rain is needed with almost half the state in D1-Moderate Drought or worse with far North Central OK in D4 Exceptional and D3 Extreme Drought status.

OCWP Irrigators Workgroup meeting at Department of Ag. Planning for Water Needs in Western Oklahoma. Mr. Muller and Ms. Landess have been involved in meetings. Meeting Objectives; Discuss innovative ideas and key components of a long-term holistic plan for agriculture longevity and water efficiency in Oklahoma. Consider and discuss how these planning efforts can be incorporated into the OCWP. Identify key specialists and industry leaders to help formulate a long-term plan and assign action items.

The following ideas were provided by agriculture focus group as a starting point for discussion: Improve the long-term viability of irrigation-dependent economy; Develop capacity for high value crop production and markets for those crops ; Identify, develop, and promote strategies to grow existing crops with lower water inputs; Promote production of low water demanding crops through incentive programs; Explore water supply infrastructure projects that might create new sources in areas with limited water resources (produced water, for example); Identify, develop, and promote strategies for resilient dryland agriculture; Using above concepts, identify, develop, and promote how new all-of-the-above approaches might create new opportunities and synergistic long-term wins for regional industry and towns; Introduce the concept of Natural Resources District Cooperatives; Develop sustainable ecosystems in key regions; Develop sustainable plan that targets new opportunities and economic wins for all partners over the long-term along the entire process: farmers, towns, seed companies, CAFOs,; Assure retired farmland is returned to native prairies to avoid catastrophic dust storms and promote healthy ecosystems o Develop eco-tourism opportunities by building hunting ground capacity ; Implementation of the above through focus on three pillars of success; (1) System for local management; Identify a new model of local management with a funding mechanism (either through state appropriations or through taxing authority); Most neighboring states have local management districts that can be reviewed to create a framework that will work in Oklahoma (Texas, Kansas, Nebraska); The scope of management to be defined, but at a minimum would be able to conduct studies and work towards solving the economic and social aspects; (2) Training and education; Will always continue to be an important driver of change; (3) Resources for improving efficiency; Funding,; Projects,; Research,; The Right Partnerships.

PRESENTATION BY Owen Mills: Irrigators and Agriculture in water use.

2023 Legislative Session:

Water Right Application Process (HB 2053) establishes rules and standards for protests to groundwater right applications pertaining to interested parties and legal actions.

Statewide Drought and Flood Plan Act of 2023 (HB 2293) creates task force; inter-agency coordination, recommendations for update of drought mitigation procedures, floodplain mapping, identifying construction projects, annual report to legislature.

2023 ARPA Dollars (HB 2942/2888) \$67million to Port of Inola, Tribal match, and OWRB ARPA grant programs.

Emergency Drought Commission funding and membership expansion (HB 1847/HB 1004) additional \$63 million over two years; added members to address quorum issues.

New Hazard Mitigation Revolving Fund (HB 1928) sets up the framework and a separate account to create new loan/grant programs administered by Oklahoma Emergency Management and OWRB.

D. Financial Update

Mr. Cleve pierce, Chief Administrative Services Division, presents the budget report for the period ending May 2023. Mr. Pierce reports the agency has spent 81 % of it appropriated budget leaving 19 %; spent 58% of its revolving budget, leaving 42%; has spent 15% of its federal budget, leaving 85%. Overall, the total budget remaining is 55% with 8% of the year remaining.

2. FINANCIAL ASSISTANCE DIVISION

- A. Consideration of and Possible Action on a Proposed Order Approving State Loan Program Revenue Bond Loan Funding Application for Rural Water and Sewer District No. 20, Pittsburg County, Oklahoma. Recommended for Approval.

This item is a \$3.3 million loan request from Pittsburg County rural water and sewer district #20 which serves the town of Carlton landing. The loan will be for refinancing a bank loan which was for wastewater treatment facility construction. The facility has a design capacity of 80,000 gallons per day and is comprised of 3 lagoons, primary and secondary clarifiers, 2 aeration tanks, 2 aerobic digestors, and chlorination/dechlorination. The loan will be funded through the FAPstate revenue bond loan program with a fixed interest rate and a maturity not to exceed 21 years. The loan will be secured with a senior lien on the district’s water and sewer revenues and a mortgage. The district’s senior debt coverage ratio stands at 2.07 times. Mr. Chairman, staff recommends approval. Representing the district today is Caleb conner, chairman, Daryl Nieto, board member and Greg Buckley, administrator.

Chairman Muller asked for questions, or changes, requested a motion to approve. No comments or amendments; Mr. Stallings motioned to approve, and Mr. Gorman seconded the motion. Chairman Muller called for the vote.

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

B. Consideration of and Possible Action on a Proposed Order Approving Drinking Water Funding Application for Rural Water District No.5, Wagoner County, Oklahoma. Recommended for Approval.

This is a \$14,215,000 loan request from Wagoner County rural water district #5. The district is requesting the loan to go along with a \$2 million water board ARPA grant, and \$2 million in local funds for construction of a new 5 million gallon per day water treatment plant which includes a rapid mix basin, two 2.5 mgd pulsating clarifiers, four 2 mgd declining rate cluster filters, four 1.7 mgd high service pumps, and a chemical feed building. The loan will be funded through the drinking water SRF loan program with a fixed interest rate plus a half point administrative fee. The loan will have a maturity not to exceed 30 years and will be secured with a lien on Wagoner #5's water system revenues. The district currently has 4 outstanding loans with the board with a combined principal balance of \$8.7 million. Over the last 10 years the district's water connections have increased by 40% to 4,500 connections and their debt coverage ratio stands at 1.92 times. Mr. Chairman, staff recommends approval. Representing the district today is Sean Garrison, district manager and Arvil Morgan, previous district manager.

Chairman Muller asked for questions, or changes, requested a motion to approve. No comments or amendments; Ms. Castillo motioned to approve, and Mr. Gorman seconded the motion. Chairman Muller called for the vote.

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

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

This is a \$50 million loan request from the Lawton water authority. Lawton is implementing a drought resiliency plan to provide an alternative source of water. The project is for drilling test wells, at least 4 groundwater wells, construction of a conveyance system, and water treatment plant upgrades. The loan will be funded through the FAP state revenue bond loan program with a fixed interest rate and a maturity not to exceed 20 years (11). The loan will be secured with a lien on Lawton's water, sewer, and sanitation system revenues. Lawton currently has 6 loans outstanding with the board with a combined principal balance of \$29.1 million. Their water and sewer connections have increased by about 4% over the last 10 years and their debt coverage ratio stands at 2.1 times. Mr. Chairman, staff recommends approval. Representing Lawton today is Rusty Whisenhunt, director of field utilities.

Chairman Muller asked for questions, or changes, requested a motion to approve. No comments or amendments; Mr. Stallings motioned to approve, and Mr. Justic seconded the motion. Chairman Muller called for the vote.

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

3. SUMMARY DISPOSITION AGENDA ITEMS

All the items listed below under this Summary Disposition Agenda are recommended for approval. 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.

Request to transfer items from Summary Disposition to the Special Consideration Agenda and Action on whether to transfer such items.

Discussion, questions, and responses pertaining to any items remaining on Summary Disposition agenda and possible action items listed below.

A. Requests to Transfer Items from Summary Disposition Agenda to the Special Consideration Agenda and Action on Whether to Transfer Such Items.

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

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

1. Rural Economic Action Plan (REAP) Grant Applications

	<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
	SWODA				
a.	FAP-23-0014-R	Custer City	Custer		\$99,998.00
		Public Works Authority			

2. CWSRF Principal Forgiveness Loan Applications:
None.

3. DWSRF Principal Forgiveness Loan Applications:
None.

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

5. American Rescue Plan Act (ARPA) Grant Applications

	<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
a.	ARP-23-0003-DG	City of Beggs	Okmulgee		\$1,000,000.00

	<u>Item No.</u>	<u>Application No.</u>	<u>Entity Name</u>	<u>County</u>	<u>Amount Recommended</u>
b.	ARP-23-0217-G	Rural, Water, Sewer, Gas	Cleveland		\$1,000,000.00

and Solid Waste
Management, District No. 1,
Cleveland County, Oklahoma

c.	ARP-23-0102-G	Minco Municipal Authority	Grady	\$1,000,000.00
d.	ARP-23-0032-DPG	Town of Tatums	Carter	\$1,153,846.00
e.	ARP-23-0033-DPG	Tulahassee Public Works Authority	Wagoner	\$1,153,846.00
f.	ARP-23-0069-G	City of Bethany	Oklahoma	\$1,500,000.00
g.	ARP-23-0044-G	Rural Water District No. 5, Wagoner County, Oklahoma	Wagoner	\$2,000,000.00

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

1. Interagency Agreement between OWRB and the Grand River Dam authority providing work and services related to the GRDA Dissolved Oxygen Monitoring Project for fiscal year 2023.
2. Professional Services Engagement Letter with Crawford & Associates, P.C. to provide account services related to the Board's financial assistance programs.
3. Agreement with Arbitrage Compliance Specialist, Inc. for arbitrage services in connection with the issuance of the state government entity obligations and indebtedness for OWRB loan programs.
4. Addendum to Issuer User Agreement between OWRB and BondLink, Inc. for investor support services for OWRB bond issuances.
5. Professional Services Contract between OWRB and the Oklahoma Rural Water Association for training and education for water system board members and operators, technical assistance, and long-term planning.
6. Agreement Amendment between OWRB and the Office of the Secretary of Energy and Environment to provide a no-cost time extension to the agreement providing mapping of the bottomland hardwood wetlands through the Regional Wetlands Development Program.
7. Amendment to Interagency Agreement between OWRB and the Department of Environmental Quality providing a no-cost time extension to the agreement for bathymetric surveys of dissolved oxygen reservoirs Eucha Lake and Lake Hefner.
8. Professional Services Agreement between the State of Oklahoma by and through the Office of Management and Enterprise Services on behalf of the OWRB and Garver, LLC to provide general engineering services for OWRB's Clean Water State Revolving Fund (CWSRF) and American Rescue Plan (ARPA) projects.

9. Ratification Agreement between OWRB and Midwest City Municipal Authority at the Reed Conference Center to settle account for services related to Governor's Water Conference for the use of facility and catering sales.
10. Resolution authorizing an application for supplemental funding assistance through the Environmental Protection Agency Sewer Overflow and Stormwater Reuse Municipal Grant to provide assistance to sub-awards to address infrastructure needs for combined sewer overflows, sanitary sewer overflows and stormwater management.

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

- E.
1. Connor and Kelci Layne Cunningham, Harmon County, 2022-548
 2. Braden and Raegan Cunningham, Harmon County, 2022-559
 3. Triple S Farms LLC, Custer County, 2022-580
 4. Braden and Raegan Cunningham, Harmon County, 2022-585

- F. Consideration of and Possible Action on Applications to Amend Temporary Permits to Use Groundwater:
None

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

1. Marc and Dana Voth, Texas County, 2022-577
2. Matthew James, Texas County, 2022-582

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

1. Alan J. Clemans and Connie Clemans, Texas County, 2000-501
2. Turkey Trak Ranch, LLC, Osage County, 2015-540

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

None

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

None

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

1. Swan Real Estate Management LP, Carter County, 2022-006

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: K&S Water Well Service | DPC-1099 |
| 1. Operator: Kim Watts | OP-2469 |
| Activities: Groundwater Wells | |

- | | |
|---------------------------------------|----------|
| B. Licensee: Diversified Construction | DPC-1101 |
| 2. Operator: Travis Evans | OP-2470 |
| Activities: Pump Installation | |

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

- A. Licensee: Hauser Water Resources DPC-0820
 - 1. Operator: Jeffrey Shepard OP-2471
 - Activities: Pump Installation
- B. Licensee: Hauser Water Resources DPC-0820
 - 2. Operator: Zachariah Farmer OP-2472
 - Activities: Pump Installation
- C. Licensee: Two Eight Drilling Inc. DPC-0215
 - 3. Operator: Shawn Watson OP-2473
 - Activities: Groundwater Wells, Monitoring Wells, and Pump Installation
- D. Licensee: Standard Testing and Engineering DPC-0244
 - 4. Operator: Garrett Duncan OP-2474
 - Activities: Monitoring Wells
- E. Licensee: Standard Testing and Engineering DPC-0244
 - 5. Operator: Colton Purdon OP-2475
 - Activities: Monitoring Wells
- F. Licensee: RW Water Wells DPC-0678
 - 6. Operator: Ryan Nolan OP-2476
 - Activities: Groundwater Wells

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

- 1. New Beggs Dam, (City of Beggs), #OK11078, Okmulgee County

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

- 1. Oklahoma Department of Transportation, McCurtain County, FP-2023-9

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

- 1. Bryan Farmer, Muskogee County, #FPA-29
- 2. Mark Secratt, Creek County, #FPA-671
- 3. Matthew Spray, McClain County, #FPA-467
- 4. Jade Jones, Creek County, #FPA-671
- 5. Cody McDonell, Lincoln County, #FPA-660
- 6. Abigail Wright, Muskogee County, #FPA-837

Q. Consideration of and Possible Action on Proposed Consent Order between OWRB and the City of Beggs for repair of the New Beggs Dam ID: OK 11078 after an overtopping event.

Chairman Muller asked for questions, or changes, requested a motion to approve. No comments or amendments; Ms. Castillo motioned to approve, and Ms. Landess seconded the motion. Chairman Muller called for the vote.

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

4. **QUESTIONS AND DISCUSSION ABOUT AGENCY MATTERS AND OTHER ITEMS OF INTEREST**
 A. No Items **Chairman Muller**

5. **SPECIAL CONSIDERATION** **Chairman Matt Muller**
 A. No Special Consideration Items

6. ELECTION OF NEW OFFICERS

Chairman Matt Muller

A. New officers to be elected.

Chairman Muller announced he and OWRB staff discussed new officers for the future and offered the panel of officers for the next year for the Board’s consideration:

Chairman: Jennifer Castillo
Vice Chair: Tomas Gorman
Secretary: Suzanne Landess

Chairman Muller offered a motion to approve the officers. Mr. Stallings moved to approve the motion and Mr. Justice seconded. Chairman Muller called for the vote.

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

Ms. Castillo was elected Chairman; Mr. Gorman was elected Vice Chairman and Ms. Landess was elected secretary.

Chairman Muller expressed his gratitude to serve the people of Oklahoma. He thanked OWRB staff and was grateful for the support received and enjoyed his tenure. Chairman Muller congratulated the new officers and believes the Board will continue to serve in the best interest of Oklahoman’s.

7. ADJOURNMENT

There being no further business, Chairman Muller adjourned the regular meeting of the Oklahoma Water Resources Board at 10:10 a.m., on June 20, 2023. The next regular meeting of the Oklahoma Water Resources Board will be held on Tuesday July 18, 2023, at 9:30 a.m., at the Oklahoma Water Resources Board located at 3800 N. Classen Blvd., Oklahoma City, Oklahoma 73118.

OKLAHOMA WATER RESOURCES BOARD

Matt Muller, Chairman

Charles Darby, Vice Chairman

Darren Cook

Suzanne V. Landess

Robert L. Stallings, Jr.

Thomas A. Gorman

Ron Justice

B. Latham

ATTEST:

Jennifer Castillo, Secretary (SEAL)

1. D. FINANCIAL UPDATE

1. D.1. Monthly Budget Report



FY 23 Revenues and Expenses through June 2023

		Fund	General Revenue		Budgeted	Expended	Balance	Percentage
								Remaining
Revenues		19211	1	FY 22 Carryover	504,814	212,647	292,167	58%
		19201	1	FY 23 Appropriation	4,234,610	3,907,144	327,466	8%
				Total General Revenue	4,739,424	4,119,791	619,633	13%
				Revolving Funds				
		21000	2	Drillers Indemnity Fund	50,000	0	50,000	100%
		21500	3	OWRB Revolving Fund	3,674,907	2,651,828	1,023,079	28%
		23500	4	Phase II A-S Hydro St Rev Fund	300,441	166,669	133,772	45%
		24000	5	Revolving Fund	668,352	619,497	48,855	7%
		24500	6	Drillers Regulation Fund			0	
		25000	7	Water Infrastructure Dev. Fund (OCWP)	4,370,379	2,420,862	1,949,517	45%
		42000	8	USGS Cooperative Agreement	326,525	38,025	288,500	88%
		44400	9	DW Loan Administration Fund	1,262,334	711,580	550,754	44%
		44500	10	CW Loan Administration Fund	2,868,453	2,107,176	761,278	27%
			Total Revolving Funds	13,521,391	8,715,637	4,805,754	36%	
			Federal Funds					
	40000	11	Federal Fund - General	1,509,406	937,872	571,534	38%	
	40700	12	Federal Fund - Engineering and Planning	3,443,454	766,760	2,676,694	78%	
	49700	13	Federal Fund - *ARPA	6,819,029	305,717	6,513,312	96%	
			Total Federal Funds	11,771,889	2,010,350	9,761,539	83%	
			Total Funding	30,032,704	14,845,777	15,186,927	51%	
					Budgeted	Expended	Balance	Percentage
								Remaining
Expenses		510000	14	Salary Expense	13,931,811	6,663,839	7,267,972	52%
		512000	15	Insurance	1,289,996	1,125,098	164,898	13%
		513000	16	FICA and Retirement	1,688,281	1,565,539	122,742	7%
		515000	17	Professional Services	8,402,787	3,569,014	4,833,773	58%
		519000	18	Flexible Benefits	16,000	968	15,032	94%
				Total Personal Services	25,328,875	12,924,458	12,404,417	49%
		520000	19	Travel Expense	499,911	268,295	231,616	46%
		530000	20	Administrative Expense	1,267,095	931,387	335,708	26%
		540000	21	Furniture and Equipment Expense	618,316	116,145	502,171	81%
		550000	22	Intra Inter Agency Payments	2,318,506	605,493	1,713,013	74%
			Total Operating Expenses	4,703,828	1,921,320	2,782,508	59%	
			Total Expenditures	30,032,703	14,845,777	15,186,926	51%	

*American Recovery and Reinvestment Act (ARPA)

Budget Revised as a result of ARPA Funding % of Year Remaining 0%

2. FINANCIAL ASSISTANCE DIVISION

July 18, 2023

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Municipal Authority of the City of Bristow, Oklahoma, Creek County

Loan Application No.: FAP-23-0012-L
State Loan Program Revenue Bond Loan (“FAP Loan”)

Amount Requested: \$2,800,000.00

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

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

Security Position: The loan shall be secured with a lien on the revenues of the applicant's water, sewer and sanitation systems, a 4 cent sales tax and may include a mortgage on the applicant's water and sewer systems and other real property.

Purpose: The applicant will utilize the loan proceeds to: (i) install water and sewer lines, fire hydrants, manholes, a pump station, 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 \$2,671,707.20

Uses of Funds (Est.)

Project \$2,600,000.00
Financial Advisor 29,217.07
Bond Counsel 28,650.00
OWRB Costs of Issuance 13,090.13
Trustee Bank 750.00

Total \$2,671,707.20

Total \$2,671,707.20

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

IN THE MATTER OF LOAN APPLICATION)
NO. FAP-23-0012-L IN THE NAME OF)
MUNICIPAL AUTHORITY OF THE CITY OF BRISTOW, OKLAHOMA)
CREEK COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 18th day of July, 2023.

WHEREAS, Municipal Authority of the City of Bristow, Oklahoma (the "Applicant") has made its Application for Funding No. FAP-23-0012-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 2011, 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-23-0012-L in the name of Municipal Authority of the City of Bristow, Oklahoma be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) install water and sewer lines, fire hydrants, manholes, a pump station, all related appurtenances (the "Project"), (ii) satisfy the Local Reserve Requirement, if necessary and (iii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. A loan shall be made out of proceeds of the Board's State Loan Program Revenue Bonds to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$2,800,000.00. The Applicant shall pay interest on the loan at a fixed or variable rate to be established periodically by the Board. Principal and interest payments shall be made on a semi-annual basis or as otherwise provided for under the Bond Resolution. The term of the loan shall be no longer than thirty-one (31) years.

**ORDER APPROVING LOAN APPLICATION
MUNICIPAL AUTHORITY OF THE CITY OF BRISTOW, OKLAHOMA
FAP-23-0012-L**

2. The loan shall be secured with a lien on the revenues of the Applicant's water, sewer, and sanitation systems, a 4 cent sales tax and may include a mortgage on the Applicant's water and sewer systems and other real property.

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

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

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

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

So ordered this 18th day of July, 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

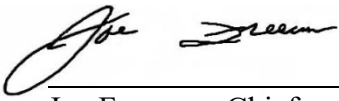
ATTEST:

Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
MUNICIPAL AUTHORITY OF THE CITY OF BRISTOW, OKLAHOMA
FAP-23-0012-L**

Reviewed By:

A handwritten signature in cursive script, appearing to read "Joe Freeman", is written above a horizontal line.

Joe Freeman, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Harrah Public Works Authority, Oklahoma County

Loan Application No.: FAP-23-0011-L
State Loan Program Revenue Bond Loan (“FAP Loan”)

Amount Requested: \$10,000,000.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) make improvements to and expand the sewer collection 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	\$10,286,561.50
FAP-22-0008-L	772,416.37

Uses of Funds (Est.)

Project	\$10,700,692.52
Bond Counsel	105,365.62
Financial Advisor	105,365.62
Local Counsel	102,865.62
OWRB Costs of Issuance	43,938.49
Trustee Bank	750.00

Total	\$11,058,977.87
--------------	-----------------

Total	\$11,058,977.87
--------------	-----------------

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

IN THE MATTER OF LOAN APPLICATION)
NO. FAP-23-0011-L IN THE NAME OF)
HARRAH PUBLIC WORKS AUTHORITY)
OKLAHOMA COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 18th day of July, 2023.

WHEREAS, Harrah Public Works Authority (the "Applicant") has made its Application for Funding No. FAP-23-0011-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 2011, 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-23-0011-L in the name of Harrah 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) make improvements to and expand the sewer collection 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 \$10,000,000.00. 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
HARRAH PUBLIC WORKS AUTHORITY
FAP-23-0011-L**

2. The loan shall be secured with a lien on the revenues of the Applicant's water and sewer systems, a 3 cent sales tax and may include a mortgage on the Applicant's water and sewer systems and other real property.

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

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

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

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

So ordered this 18th day of July, 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

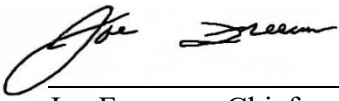
ATTEST:

Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
HARRAH PUBLIC WORKS AUTHORITY
FAP-23-0011-L**

Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman", is written above a horizontal line.

Joe Freeman, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Rural Water District No. 3, Rogers County, Oklahoma

Loan Application No.: FAP-23-0014-L
State Loan Program Revenue Bond Loan (“FAP Loan”)

Amount Requested: \$20,000,000.00

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

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

Security Position: The loan shall be secured with a 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) construct two elevated composite storage tanks and a chain link fence for both tank areas, install approximately 1,200 linear feet of water lines, 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 \$20,004,636.80

Total \$20,004,636.80

Uses of Funds (Est.)

Project \$19,562,611.77

Bond Counsel 177,523.18

Financial Advisor 177,523.18

OWRB Costs of Issuance 86,228.67

Trustee Bank 750.00

Total \$20,004,636.80

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

IN THE MATTER OF LOAN APPLICATION)
NO. FAP-23-0014-L IN THE NAME OF)
RURAL WATER DISTRICT NO. 3,)
ROGERS COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 18th day of July, 2023.

WHEREAS, Rural Water District No. 3, Rogers County, Oklahoma (the "Applicant") has made its Application for Funding No. FAP-23-0014-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 2011, 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-23-0014-L in the name of Rural Water District No. 3, Rogers County, Oklahoma be and the same is hereby approved. Subject to and contingent upon the Board's receipt of sufficient funds, a loan shall be made to the Applicant for the following purpose and subject to the following terms and conditions:

Purpose

The loan proceeds, along with other funds of the Applicant, if any, will be used to (i) construct two elevated composite storage tanks and a chain link fence for both tank areas, install approximately 1,200 linear feet of water lines, 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 \$20,000,000.00. The Applicant shall pay interest on the loan at a fixed or variable rate to be established periodically by the Board. Principal and interest payments shall be made on a semi-annual basis or as otherwise provided for under the Bond Resolution. The term of the loan shall be no longer than thirty-one (31) years.

**ORDER APPROVING LOAN APPLICATION
RURAL WATER DISTRICT NO. 3, ROGERS COUNTY, OKLAHOMA
FAP-23-0014-L**

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

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

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

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

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

So ordered this 18th day of July, 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

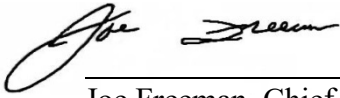
ATTEST:

Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
RURAL WATER DISTRICT NO. 3, ROGERS COUNTY, OKLAHOMA
FAP-23-0014-L**

Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman", is written over a horizontal line.

Joe Freeman, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Claremore Public Works Authority, Rogers County

Loan Application No.: FAP-23-0010-L
State Loan Program Revenue Bond Loan (“FAP Loan”)

Amount Requested: \$28,000,000.00

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

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

Security Position: The loan shall be secured with a lien on the revenues of the applicant's water and sewer systems, a 1% 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) demolish the current raw water pump station, maintenance shop, and solids handling building/basin, construct a 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	\$28,305,107.45		
Total	\$28,305,107.45		

Uses of Funds (Est.)

Project	\$27,750,000.00
Bond Counsel	214,788.31
Financial Advisor	214,788.31
OWRB Costs of Issuance	124,780.83
Trustee Bank	750.00
Total	\$28,305,107.45

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

IN THE MATTER OF LOAN APPLICATION)
NO. FAP-23-0010-L IN THE NAME OF)
THE CLAREMORE PUBLIC WORKS AUTHORITY)
ROGERS COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 18th day of July, 2023.

WHEREAS, The Claremore Public Works Authority (the "Applicant") has made its Application for Funding No. FAP-23-0010-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 2011, 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-23-0010-L in the name of The Claremore 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) demolish the current raw water pump station, maintenance shop, and solids handling building/basin, construct a 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 \$28,000,000.00. The Applicant shall pay interest on the loan at a fixed or variable rate to be established periodically by the Board. Principal and interest payments shall be made on a semi-annual basis or as otherwise provided for under the Bond Resolution. The term of the loan shall be no longer than thirty-one (31) years.

**ORDER APPROVING LOAN APPLICATION
THE CLAREMORE PUBLIC WORKS AUTHORITY
FAP-23-0010-L**

2. The loan shall be secured with a lien on the revenues of the Applicant's water and sewer systems, a 1% 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 18th day of July, 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

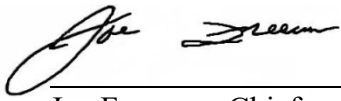
ATTEST:

Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
THE CLAREMORE PUBLIC WORKS AUTHORITY
FAP-23-0010-L**

Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman", written over a horizontal line.

Joe Freeman, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Chickasha Municipal Authority, Grady County

Loan Application No.: FAP-23-0009-L
State Loan Program Revenue Bond Loan (“FAP Loan”)

Amount Requested: \$72,000,000.00

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

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

Security Position: The loan shall be secured with a 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 water treatment plant, make improvements to the water system including new drum intake screens and water lines, upgrade the holding pond raw water pumps, 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 \$70,637,211.75

Total

\$70,637,211.75

Uses of Funds (Est.)

Project	\$69,000,000.00
Bond Counsel	532,279.09
Financial Advisor	532,279.09
OWRB Costs of Issuance	307,014.03
Local Counsel	264,889.54
Trustee Bank	750.00

Total

\$70,637,211.75

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

IN THE MATTER OF LOAN APPLICATION)
NO. FAP-23-0009-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 18th day of July, 2023.

WHEREAS, Chickasha Municipal Authority (the "Applicant") has made its Application for Funding No. FAP-23-0009-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 2011, 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-23-0009-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) construct a water treatment plant, make improvements to the water system including new drum intake screens and water lines, upgrade the holding pond raw water pumps, 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 \$72,000,000.00. The Applicant shall pay interest on the loan at a fixed or variable rate to be established periodically by the Board. Principal and interest payments shall be made on a semi-annual basis or as otherwise provided for under the Bond Resolution. The term of the loan shall be no longer than thirty-one (31) years.

**ORDER APPROVING LOAN APPLICATION
CHICKASHA MUNICIPAL AUTHORITY
FAP-23-0009-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 18th day of July, 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

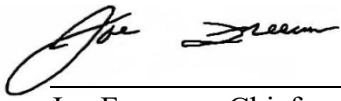
ATTEST:

Suzanne Landess, Secretary

(SEAL)

**ORDER APPROVING LOAN APPLICATION
CHICKASHA MUNICIPAL AUTHORITY
FAP-23-0009-L**

Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman", written over a horizontal line.

Joe Freeman, Chief
Financial Assistance Division

THE OKLAHOMA WATER RESOURCES BOARD MET IN REGULAR SESSION ON THE 18th DAY OF JULY, 2023, IN THE BOARD ROOM OF THE OKLAHOMA WATER RESOURCES BOARD, 3800 NORTH CLASSEN BOULEVARD, OKLAHOMA CITY, OKLAHOMA.

Boardmembers Present:

Absent:

(other business)

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

Aye:

Nay:

The resolution, as adopted, is as follows:

RESOLUTION AUTHORIZING THE ISSUANCE OF OKLAHOMA WATER RESOURCES BOARD STATE LOAN PROGRAM REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$250,000,000; AT A NET INTEREST COST NOT TO EXCEED SEVEN PERCENT (7.0%); PROVIDING FOR THE ISSUANCE OF SAID BONDS IN ONE OR MORE SERIES; APPROVING AND AUTHORIZING EXECUTION OF A SERIES 2023C SUPPLEMENTAL BOND RESOLUTION AND, IF DEEMED ADVISABLE, AN ADDITIONAL SUPPLEMENTAL BOND RESOLUTION FOR EACH ADDITIONAL SERIES; WAIVING COMPETITIVE BIDDING ON THE BONDS AND AUTHORIZING THE SALE THEREOF BY NEGOTIATION AND AT A DISCOUNT PURSUANT TO THE TERMS OF A CONTRACT OF PURCHASE PERTAINING THERETO; APPROVING A PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO SAID BONDS; AUTHORIZING THE CHAIRMAN OR VICE CHAIRMAN TO DEEM PRELIMINARY OFFICIAL STATEMENTS FOR ADDITIONAL SERIES OF BONDS FINAL; DIRECTING DEPOSIT OF PROCEEDS DERIVED FROM THE ISSUANCE OF THE BONDS IN THE STATE TREASURY AND REQUESTING THE STATE TREASURER TO REMIT SUCH PROCEEDS TO THE BOND TRUSTEE; RATIFYING AND APPROVING THE FORM OF PROMISSORY NOTE, LOAN AGREEMENT, AND NOTE PURCHASE AGREEMENT TO BE EXECUTED BY BORROWERS IN THE STATE LOAN PROGRAM; AUTHORIZING EXECUTION OF SUCH OTHER AND FURTHER INSTRUMENTS, CERTIFICATES AND

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

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

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

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

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

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

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

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

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

WHEREAS, the Board has heretofore, by resolution duly adopted, selected BOK Financial Securities, Inc., as Senior Managing Investment Banker and, depending upon the amount of bonds to be issued, Stifel, Nicolaus, & Company, Inc., as Co-Managing Investment Banker (the "Underwriters") for the issuance of the obligations hereinafter described and Centennial Law Group as Bond Counsel.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board hereby authorizes the sale, issuance and delivery of special, limited obligations in aggregate principal amount not to exceed \$250,000,000, at a net interest cost not to exceed 7.00%, for the purpose of recapitalizing the Board's State Loan Program. The obligations shall be issued in one or more series, the first series of which shall be denominated "Oklahoma Water Resources Board State Loan Program Revenue Bonds, Series 2023C" (or such other numeric and alphabetic labeling designation as shall be proper in keeping with the Board's customary pattern of each bond series labeling designation) and each subsequent series shall be denominated in like manner in numeric and alphabetic sequence. The obligations shall be issued under the terms and provisions of the 2016 General Bond Resolution dated as of November 1, 2016, between the Board and BancFirst, as Trustee, as supplemented pursuant to the provisions of a Series 2023C Supplemental Bond Resolution between the Board and BancFirst, as Trustee (provided that the numeric and alphabetic labeling designation of such supplemental bond resolution shall match the labeling designation of the series of bonds issued thereby). The Series 2023C Supplemental Bond Resolution shall relate to the Series 2023C bonds and if more than one series of bonds is deemed advisable, each additional series of bonds shall be issued under the terms and provisions of an additional Supplemental Bond Resolution which shall be substantially the same in all other particulars as the Series 2023C Supplemental Bond Resolution and shall be titled in numerical and alphabetic sequence. (The Series 2023C bonds together with any additional series issued hereunder are hereinafter collectively referred to as the "Bonds".) (The 2016 General Bond Resolution, so supplemented and amended is hereinafter referred to as the "Bond Resolution".) The Bonds shall be issued in fully registered form, without coupons, and shall mature at such times and in such amounts, shall bear interest, shall carry such registration and conversion privileges, shall be payable in such manner, shall be subject to redemption and shall have such other and further qualities and provisions as shall be specifically provided in the Bond Resolution.

2. The Board hereby approves drafts presented on this date of the following documents pertaining to the issuance of the Bonds (both the drafts presented on this date specifically relating to the Series 2023C bonds, and substantially similar drafts for each additional series of bonds):

- (i) Preliminary Official Statement;
- (ii) Contract of Purchase;
- (iii) Series 2023C Supplemental Bond Resolution, and one additional Supplemental Bond Resolution in like form, titled in numeric and alphabetic sequence, for each additional series of Bonds;

- (iv) Form of Loan Agreement, Note Purchase Agreement and Promissory Note to be executed by borrowers; and
- (v) Continuing Disclosure Agreement.

The Board hereby authorizes any one of its members to review and approve any proposed additions, deletions or other changes to the above described documents from the forms thereof presented on this date both for the Series 2023C bonds and each additional series of bonds. The Board hereby deems the Preliminary Official Statement for the Series 2023C bonds final for the purpose of distribution in connection with the public offering of the Series 2023C bonds and hereby designates the Chairman or Vice-Chairman of the Board as an authorized officer to deem the draft of the Preliminary Official Statement for each additional series of bonds final.

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

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

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

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

ADOPTED this 18th day of July, 2023.

OKLAHOMA WATER RESOURCES BOARD

(SEAL)

Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

Reviewed By:

s/s
Joe Freeman, 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.

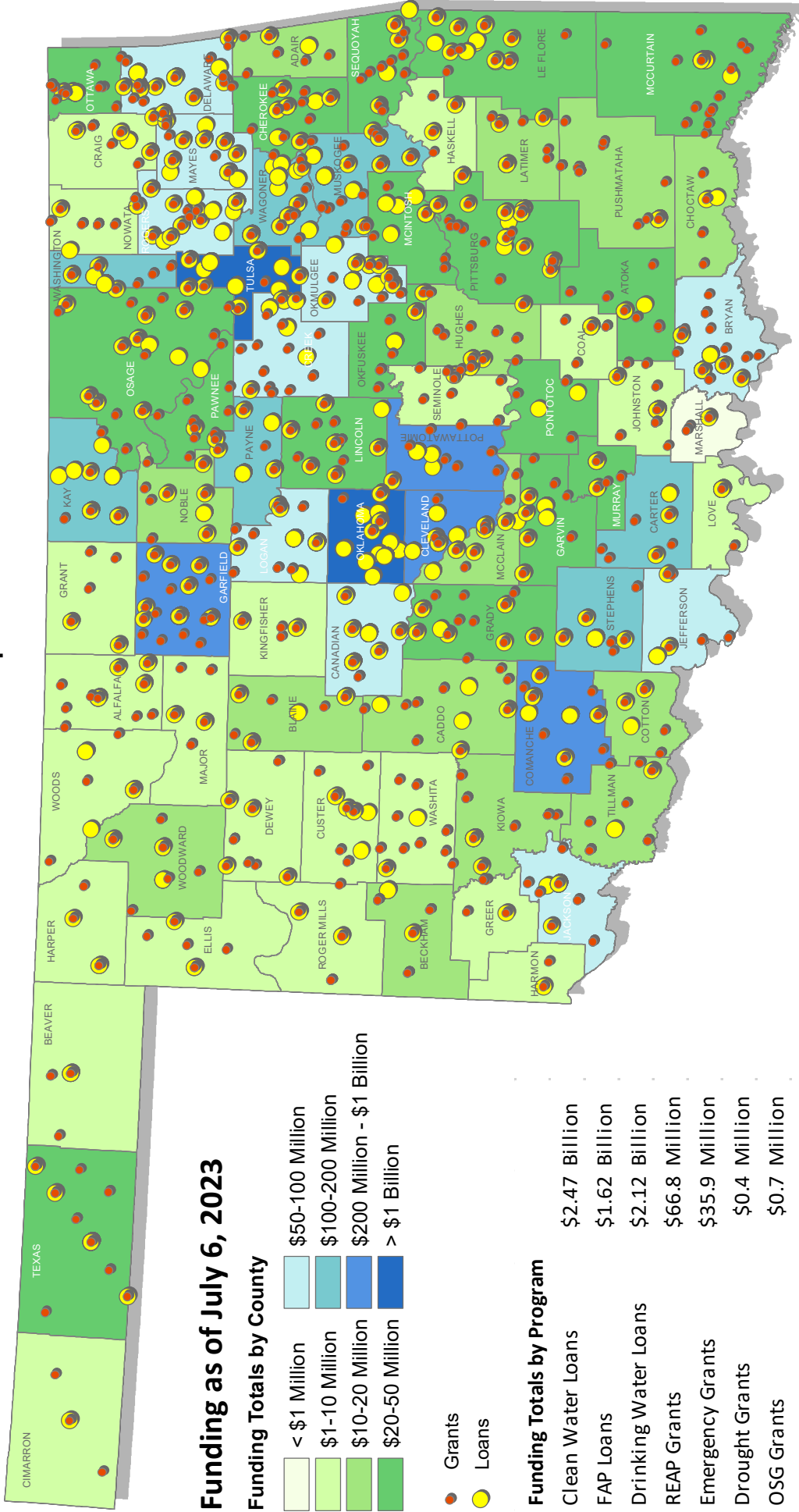
WITNESS my hand and the seal of said Board this 18th day of July, 2023.

(SEAL)

Secretary

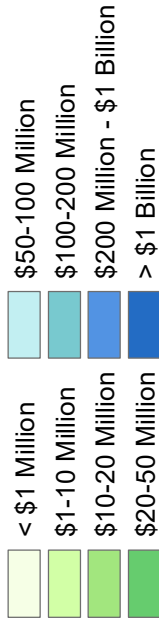
Financial Assistance Division

Loan and Grant Recipient Status



Funding as of July 6, 2023

Funding Totals by County



- Grants
- Loans

Funding Totals by Program

Clean Water Loans	\$2.47 Billion
FAP Loans	\$1.62 Billion
Drinking Water Loans	\$2.12 Billion
REAP Grants	\$66.8 Million
Emergency Grants	\$35.9 Million
Drought Grants	\$0.4 Million
OSG Grants	\$0.7 Million
Special Purpose Grants	\$2.6 Million
ARPA Grants	\$210.0 Million
TOTAL	\$6.32 Billion
TOTAL SAVINGS	\$1.8 Billion

3.C.1. SUMMARY DISPOSITION AGENDA ITEMS

FINANCIAL ASSISTANCE DIVISION

July 18, 2023

REAP GRANT APPLICATION
RECOMMENDED FOR APPROVAL

APPLICANT: Copan Public Works Authority
COUNTY: Washington

DATE RECEIVED: 08/23/2022
APPLICATION NUMBER: FAP-23-0024-R

Amount Requested: \$91,500.00

Amount Recommended: \$91,500.00

PROJECT DESCRIPTION: The Copan Public Works Authority operates a water treatment plant that is currently unable to produce a reliable, safe, and consistent supply of water. The proposed project is to replace the chemical feed system, modify the effluent piping to allow sufficient chlorine contact time, and all other appurtenances required to complete the project. The estimated cost of the project is \$91,500 which is the amount of the requested OWRB REAP Grant.

Priority Ranking			Priority Points
Population/Taps <u>710</u> (Maximum: 55 points)			<u>55</u>
WATER AND SEWER RATE STRUCTURE (Maximum: 13 points)			
Water rate per 5,000 gal/month: \$ 40.50	<input type="checkbox"/> Flat rate	-3	
Sewer rate per 5,000 gal/month: <u>30.50</u>	<input type="checkbox"/> Decreasing Block	-2	
Total \$ 71.00	<input type="checkbox"/> Uniform	0	<u>12</u>
	<input checked="" type="checkbox"/> Increasing Block	+2	
<u>10</u> points	<input type="checkbox"/> Sales tax (W/S)	+1	
INDEBTEDNESS PER CUSTOMER (Maximum: 10 points)			
Total Indebtedness: \$ 0.00			
Monthly Debt Payment: \$ 0.00			<u>0</u>
Number of Customers: 442			
Monthly Payment Per Customer: \$ 0.00			
MEDIAN HOUSEHOLD INCOME \$ 30,368.00	(Maximum: 10 points)		<u>6</u>
ABILITY TO FINANCE PROJECT (Maximum: 12 points)			
FP = $\frac{(\$91,500.00)}{(442)} \times (0.0710) = \$ 1.22$			<u>3</u>
AMOUNT OF GRANT REQUESTED (Maximum: 5 points)			
AR = \$91,500.00			<u>1</u>
REQUEST NUMBER <u>3</u>			<u>-12</u>
ENFORCMENT ORDER <u>No</u>	(Maximum: 5 points)		<u>5</u>
BENEFIT OF PROJECT TO OTHER SYSTEMS <u>Yes</u>			<u>5</u>
FISCAL SUSTAINABILITY			<u>10</u>
TOTAL PRIORITY POINTS			<u>85</u>

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER OF REAP GRANT APPLICATION)
NO. FAP-23-0024-R IN THE NAME OF THE)
COPAN PUBLIC WORKS AUTHORITY,)
WASHINGTON COUNTY, OKLAHOMA.)

PROPOSED
ORDER APPROVING REAP GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of July 2023. The Board finds that since the application for this grant has received a priority ranking of 85 points under Chapter 50 of the Board's Rules and that since sufficient funds are available in the REAP Grant Account of the Water Resources Fund, the grant application for an amount not to exceed \$91,500.00 should be approved to be advanced for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the REAP grant shall not exceed \$91,500.00.
2. REAP Grant funds shall be deposited in a separate account with a federally insured financial institution.
3. Applicants who have raised water and/or sewer rates resulting in an advancement in position of priority for assistance shall not modify those rates after receipt of the REAP grant without the prior written consent of the Board, unless such modification would not result in a change in position of priority.
4. The applicant shall fully document disbursement of REAP grant funds as required by the Board or its staff. Further, applicant shall maintain proper books, records, and supporting documentation, and make the same available for inspection by the Board or its staff. Disbursement of grant funds without supporting documentation shall be considered and deemed unauthorized expenditure of grant funds.
5. The applicant shall return any unexpended REAP grant funds to the Board within thirty (30) days of completion of the project or within thirty (30) days from the applicant's receipt of all invoices, whichever is later.

6. The project shall be to replace the chemical feed system, modify the effluent piping to allow sufficient chlorine contact time as well as other related construction and necessary appurtenances, as more fully described in the engineering report included in applicant's grant application. Applicant is authorized to expend the REAP grant funds only for purposes of completing such project. The applicant shall return or otherwise pay to the Board, any REAP grant funds expended for unauthorized or unallowable purposes. Any funds due to be returned by the applicant under this paragraph shall additionally bear interest at the maximum rate allowed by law until repaid in full. Whenever there is any doubt as to whether an expenditure is authorized, the applicant shall consult with Board staff and obtain staff's answer before making the expenditure.
7. Furthermore, prior to and during the construction period, Copan 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 18th day of July 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

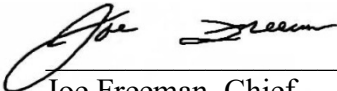
Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Joe Freeman, Chief

Financial Assistance Division

REAP GRANT APPLICATION
RECOMMENDED FOR APPROVAL

APPLICANT: Talihina Public Works Authority
COUNTY: LeFlore

DATE RECEIVED: 07/26/2022
APPLICATION NUMBER: FAP-23-0005-R

Amount Requested: \$99,999.00

Amount Recommended: \$99,999.00

PROJECT DESCRIPTION: Talihina Public Works Authority is under an ODEQ Consent Order for excessive inflow and infiltration. Their existing lift station is in danger of failing as a result of the high inflow and infiltration. The proposed project will be to conduct a sanitary sewer inflow and infiltration (I&I) study to analyze the entire sewer system, and all appurtenances required to complete the study. The estimated cost of the project is \$99,999 which is the amount of the OWRB REAP Grant requested.

Priority Ranking			Priority Points
Population/Taps <u>925</u> (Maximum: 55 points)			<u>55</u>
WATER AND SEWER RATE STRUCTURE (Maximum: 13 points)			
Water rate per 5,000 gal/month: \$ 46.70	<input type="checkbox"/> Flat rate	-3	
Sewer rate per 5,000 gal/month: <u>20.58</u>	<input type="checkbox"/> Decreasing Block	-2	
Total \$ 67.28	<input type="checkbox"/> Uniform	0	
	<input checked="" type="checkbox"/> Increasing Block	+2	<u>12</u>
<u>10</u> points	<input type="checkbox"/> Sales tax (W/S)	+1	
INDEBTEDNESS PER CUSTOMER (Maximum: 10 points)			
Total Indebtedness: \$ 2,509,239.85			
Monthly Debt Payment: \$ 11,497.00			<u>9</u>
Number of Customers: 598			
Monthly Payment Per Customer: \$ 19.23			
MEDIAN HOUSEHOLD INCOME \$ 29,375.00	(Maximum: 10 points)		<u>6</u>
ABILITY TO FINANCE PROJECT (Maximum: 12 points)			
FP = $\frac{(\$99,999.00)}{(598)}$	$\frac{(0.0710)}{(12)}$	= \$ 0.99	<u>1</u>
AMOUNT OF GRANT REQUESTED (Maximum: 5 points)			
AR = \$99,999.00			<u>1</u>
REQUEST NUMBER <u>1</u>			<u>-5</u>
ENFORCMENT ORDER <u>Yes</u>	(Maximum: 5 points)		<u>5</u>
BENEFIT OF PROJECT TO OTHER SYSTEMS <u>No</u>			<u>0</u>
FISCAL SUSTAINABILITY			<u>10</u>
TOTAL PRIORITY POINTS			<u>94</u>

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER OF REAP GRANT APPLICATION)
NO. FAP-23-0005-R IN THE NAME OF THE)
TALIHINA PUBLIC WORKS AUTHORITY,)
LEFLORE COUNTY, OKLAHOMA.)

PROPOSED
ORDER APPROVING REAP GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of July 2023. The Board finds that since the application for this grant has received a priority ranking of 94 points under Chapter 50 of the Board's Rules and that since sufficient funds are available in the REAP Grant Account of the Water Resources Fund, the grant application for an amount not to exceed \$99,999.00 should be approved to be advanced for the following purpose and subject to the following conditions:

Conditions:

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

6. The project shall be to conduct a sanitary sewer inflow and infiltration (I&I) study to analyze the entire sewer system as well as other related construction and necessary appurtenances, as more fully described in the engineering report included in applicant's grant application. Applicant is authorized to expend the REAP grant funds only for purposes of completing such project. The applicant shall return or otherwise pay to the Board, any REAP grant funds expended for unauthorized or unallowable purposes. Any funds due to be returned by the applicant under this paragraph shall additionally bear interest at the maximum rate allowed by law until repaid in full. Whenever there is any doubt as to whether an expenditure is authorized, the applicant shall consult with Board staff and obtain staff's answer before making the expenditure.
7. Furthermore, prior to and during the construction period, Talihina 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 18th day of July 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

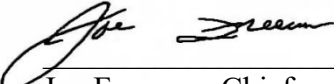
Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Joe Freeman, Chief

Financial Assistance Division

REAP GRANT APPLICATION
RECOMMENDED FOR APPROVAL

APPLICANT: Fort Supply Public Works Authority
COUNTY: Woodward

DATE RECEIVED: 08/11/2022
APPLICATION NUMBER: FAP-23-0011-R

Amount Requested: \$150,000.00

Amount Recommended: \$150,000.00

PROJECT DESCRIPTION: Fort Supply Public Works Authority has an aging sewer system in need of replacement. The proposed project is to replace sanitary sewer lines, replace brick manholes, and other appurtenances required to complete the project. The estimated cost of the project is \$150,000 which is the requested amount of the grant.

Priority Ranking			Priority Points
Population/Taps <u>330</u> (Maximum: 55 points)			<u>55</u>
WATER AND SEWER RATE STRUCTURE (Maximum: 13 points)			
Water rate per 5,000 gal/month: \$ 42.68	<input type="checkbox"/> Flat rate	<u>-3</u>	<u>12</u>
Sewer rate per 5,000 gal/month: <u>12.83</u>	<input type="checkbox"/> Decreasing Block	<u>-2</u>	
Total \$ 55.51	<input type="checkbox"/> Uniform	<u>0</u>	
<u>10</u> points	<input checked="" type="checkbox"/> Increasing Block	<u>+2</u>	
	<input type="checkbox"/> Sales tax (W/S)	<u>+1</u>	
INDEBTEDNESS PER CUSTOMER (Maximum: 10 points)			
Total Indebtedness: \$ 0.00			<u>0</u>
Monthly Debt Payment: \$ 0.00			
Number of Customers: 169			
Monthly Payment Per Customer: \$ 0.00			
MEDIAN HOUSEHOLD INCOME \$ 42,045.00	(Maximum: 10 points)		<u>8</u>
ABILITY TO FINANCE PROJECT (Maximum: 12 points)			
FP = $\frac{(\$150,000.00)}{(169)}$	$\frac{(0.0710)}{(12)}$	= \$ 5.25	<u>9</u>
AMOUNT OF GRANT REQUESTED (Maximum: 5 points)			
AR = \$150,000.00			<u>-5</u>
REQUEST NUMBER <u>2</u>			<u>-8</u>
ENFORCMENT ORDER <u>No</u>	(Maximum: 5 points)		<u>0</u>
BENEFIT OF PROJECT TO OTHER SYSTEMS <u>No</u>			<u>0</u>
FISCAL SUSTAINABILITY			<u>10</u>
TOTAL PRIORITY POINTS			<u>81</u>

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER OF REAP GRANT APPLICATION)
NO. FAP-23-0011-R IN THE NAME OF THE)
FORT SUPPLY PUBLIC WORKS AUTHORITY,)
WOODWARD COUNTY, OKLAHOMA.)

PROPOSED
ORDER APPROVING REAP GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of July 2023. The Board finds that since the application for this grant has received a priority ranking of 80 points under Chapter 50 of the Board's Rules and that since sufficient funds are available in the REAP Grant Account of the Water Resources Fund, the grant application for an amount not to exceed \$150,000.00 should be approved to be advanced for the following purpose and subject to the following conditions:

Conditions:

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

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

SO ORDERED this 18th day of July 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

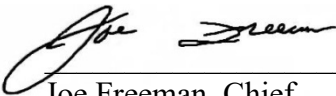
Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Joe Freeman, Chief
Financial Assistance Division

REAP GRANT APPLICATION
RECOMMENDED FOR APPROVAL

APPLICANT: Bromide Public Works Authority
COUNTY: Johnston

DATE RECEIVED: 08/25/2022
APPLICATION NUMBER: FAP-23-0033-R

Amount Requested: \$99,999.00

Amount Recommended: \$99,999.00

PROJECT DESCRIPTION: Bromide Public Works Authority has a sanitary sewer system with lift station pumps and controls that have exceeded their life expectancy and are experiencing failure. Also, they have several manholes that are leaking. The proposed project is to rehabilitate the lift station with new pumps and controls, repair the leaks to the manholes, and all other appurtenances required to complete the project. The estimated cost of the project is \$99,999 which is the amount of the OWRB REAP Grant requested.

Priority Ranking			Priority Points
Population/Taps <u>123</u> (Maximum: 55 points)			<u>55</u>
WATER AND SEWER RATE STRUCTURE (Maximum: 13 points)			
Water rate per 5,000 gal/month: \$ 47.40	<input type="checkbox"/> Flat rate	-3	
Sewer rate per 5,000 gal/month: <u>25.45</u>	<input type="checkbox"/> Decreasing Block	-2	
Total \$ 72.85	<input type="checkbox"/> Uniform	0	<u>12</u>
<u>10</u> points	<input checked="" type="checkbox"/> Increasing Block	+2	
	<input type="checkbox"/> Sales tax (W/S)	+1	
INDEBTEDNESS PER CUSTOMER (Maximum: 10 points)			
Total Indebtedness: \$ 0.00			
Monthly Debt Payment: \$ 0.00			<u>0</u>
Number of Customers: 86			
Monthly Payment Per Customer: \$ 0.00			
MEDIAN HOUSEHOLD INCOME \$ 37,500.00		(Maximum: 10 points)	<u>4</u>
ABILITY TO FINANCE PROJECT (Maximum: 12 points)			
FP = $\frac{(\$99,999.00)}{(86)} \times (0.0710) = \$ 6.88$			<u>10</u>
AMOUNT OF GRANT REQUESTED (Maximum: 5 points)			
AR = \$99,999.00			<u>1</u>
REQUEST NUMBER <u>2</u>			<u>-8</u>
ENFORCMENT ORDER <u>No</u>		(Maximum: 5 points)	<u>5</u>
BENEFIT OF PROJECT TO OTHER SYSTEMS <u>No</u>			<u>0</u>
FISCAL SUSTAINABILITY			<u>10</u>
TOTAL PRIORITY POINTS			<u>89</u>

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER OF REAP GRANT APPLICATION)
NO. FAP-23-0033-R IN THE NAME OF THE)
BROMIDE PUBLIC WORKS AUTHORITY,)
JOHNSTON COUNTY, OKLAHOMA.)

PROPOSED
ORDER APPROVING REAP GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of July 2023. The Board finds that since the application for this grant has received a priority ranking of 89 points under Chapter 50 of the Board's Rules and that since sufficient funds are available in the REAP Grant Account of the Water Resources Fund, the grant application for an amount not to exceed \$99,999.00 should be approved to be advanced for the following purpose and subject to the following conditions:

Conditions:

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

6. The project shall be to rehabilitate the lift station with new pumps and controls, repair the leaks to the manholes as well as other related construction and necessary appurtenances, as more fully described in the engineering report included in applicant's grant application. Applicant is authorized to expend the REAP grant funds only for purposes of completing such project. The applicant shall return or otherwise pay to the Board, any REAP grant funds expended for unauthorized or unallowable purposes. Any funds due to be returned by the applicant under this paragraph shall additionally bear interest at the maximum rate allowed by law until repaid in full. Whenever there is any doubt as to whether an expenditure is authorized, the applicant shall consult with Board staff and obtain staff's answer before making the expenditure.

7. Furthermore, prior to and during the construction period, Bromide 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 18th day of July 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

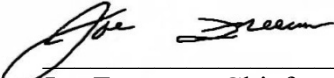
Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Joe Freeman, Chief

Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Healdton Municipal Authority, Carter County

Loan Application No.: ORF-22-0026-CW
Clean Water SRF Loan (“CWSRF Loan”)

Amount Requested: \$541,721.00

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

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

Sources of Funds (Est.)

Loan Proceeds \$541,721.00
Local Funds 180,573.00

Total \$722,294.00

Uses of Funds (Est.)

Project \$689,794.00
Bond Counsel 30,000.00
Local Counsel 2,500.00

Total \$722,294.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-22-0026-CW IN THE NAME OF)
HEALDTON MUNICIPAL AUTHORITY)
CARTER COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 18th day of July, 2023.

WHEREAS, Healdton Municipal Authority (the "Applicant") has made its Application for Funding No. ORF-22-0026-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-22-0026-CW in the name of Healdton 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 proceeds, along with other funds of the Applicant, if any, will be used to (i) rehabilitate the wastewater 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. Funding shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$541,721.00.

2. 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.

ORDER APPROVING LOAN APPLICATION
Healdton Municipal Authority
ORF-22-0026-CW

3. The Board's Staff is authorized to determine what additional conditions or requirements shall be necessary in order to assure the soundness of the loan and compliance with applicable financial, legal, 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 all or a portion of the costs of the Project as described in the Application or for other purposes authorized by applicable authority and EPA guidelines. The Board's Staff is further authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially and adversely affect the loan.

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

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

So ordered on this 18th day of July, 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

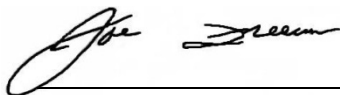
Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Joe Freeman, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Pawhuska Public Works Authority, Osage County

Loan Application No.: ORF-24-0045-CW
Clean Water SRF Loan (“CWSRF Loan”)

Amount Requested: \$580,000.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) rehabilitate the 8th street lift station, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

Sources of Funds (Est.)

Loan Proceeds \$580,000.00

Total \$580,000.00

Uses of Funds (Est.)

Project \$530,000.00

Bond Counsel 30,000.00

Local Counsel 20,000.00

Total \$580,000.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-24-0045-CW IN THE NAME OF)
PAWHUSKA PUBLIC WORKS AUTHORITY)
OSAGE COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 18th day of July, 2023.

WHEREAS, Pawhuska Public Works Authority (the "Applicant") has made its Application for Funding No. ORF-24-0045-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-24-0045-CW in the name of Pawhuska 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 proceeds, along with other funds of the Applicant, if any, will be used to (i) rehabilitate the 8th street lift station, all related appurtenances (the "Project") and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. Funding shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$580,000.00.

2. 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.

ORDER APPROVING LOAN APPLICATION
Pawhuska Public Works Authority
ORF-24-0045-CW

3. The Board's Staff is authorized to determine what additional conditions or requirements shall be necessary in order to assure the soundness of the loan and compliance with applicable financial, legal, 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 all or a portion of the costs of the Project as described in the Application or for other purposes authorized by applicable authority and EPA guidelines. The Board's Staff is further authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially and adversely affect the loan.

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

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

So ordered on this 18th day of July, 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

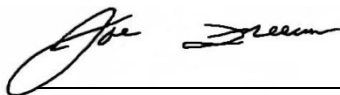
Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Joe Freeman, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Big Cabin Public Works Authority, Craig County

Loan Application No.: ORF-18-0017-CW
Clean Water SRF Loan (“CWSRF Loan”)

Amount Requested: \$926,286.27

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

Purpose: The applicant will utilize the loan proceeds to: (i) install approximately 11,000 linear feet of 6-inch force main to be connected directly into the existing wastewater treatment facility, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

Sources of Funds (Est.)

Loan Proceeds \$926,286.27

Uses of Funds (Est.)

Project \$873,786.27

Bond Counsel 25,000.00

Financial Advisor 25,000.00

Local Counsel 2,500.00

Total \$926,286.27

Total \$926,286.27

ORDER APPROVING LOAN APPLICATION
The Big Cabin Public Works Authority
ORF-18-0017-CW

3. The Board's Staff is authorized to determine what additional conditions or requirements shall be necessary in order to assure the soundness of the loan and compliance with applicable financial, legal, 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 all or a portion of the costs of the Project as described in the Application or for other purposes authorized by applicable authority and EPA guidelines. The Board's Staff is further authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially and adversely affect the loan.

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

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

So ordered on this 18th day of July, 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

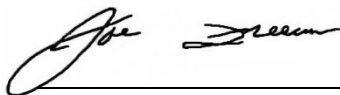
Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Joe Freeman, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Porter Public Works Authority, Wagoner County

Loan Application No.: ORF-22-0018-CW
 Clean Water SRF Loan (“CWSRF Loan”)

Amount Requested: \$1,000,000.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) construct a disinfection facility, install aeration equipment in the oxidation ditch, add flow measurement devices, add a wet weather lift station, install yard piping, all related appurtenances (the “Project”), and (ii) pay related costs of issuance.

Sources of Funds (Est.)

Loan Proceeds	\$1,000,000.00
EPA Grant	827,000.00
CDBG Grant	563,044.75
IHS Grant	204,000.00

Total	<u><u>\$2,594,044.75</u></u>
--------------	------------------------------

Uses of Funds (Est.)

Project	\$2,513,544.75
Bond Counsel	32,500.00
Financial Advisor	32,500.00
Local Counsel	15,000.00
Trustee Bank	500.00

Total	<u><u>\$2,594,044.75</u></u>
--------------	------------------------------

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-22-0018-CW IN THE NAME OF)
THE PORTER PUBLIC WORKS AUTHORITY)
WAGONER COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 18th day of July, 2023.

WHEREAS, The Porter Public Works Authority (the "Applicant") has made its Application for Funding No. ORF-22-0018-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-22-0018-CW in the name of The Porter 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 proceeds, along with other funds of the Applicant, if any, will be used to (i) construct a disinfection facility, install aeration equipment in the oxidation ditch, add flow measurement devices, add a wet weather lift station, install yard piping, all related appurtenances (the "Project") and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. Funding shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$1,000,000.00.

2. 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.

ORDER APPROVING LOAN APPLICATION
The Porter Public Works Authority
ORF-22-0018-CW

3. The Board's Staff is authorized to determine what additional conditions or requirements shall be necessary in order to assure the soundness of the loan and compliance with applicable financial, legal, 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 all or a portion of the costs of the Project as described in the Application or for other purposes authorized by applicable authority and EPA guidelines. The Board's Staff is further authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially and adversely affect the loan.

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

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

So ordered on this 18th day of July, 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

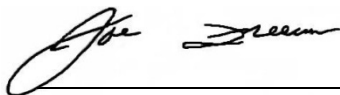
Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Joe Freeman, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Hugo Municipal Authority, Choctaw County

Loan Application No.: ORF-23-0071-CW
 Clean Water SRF Loan (“CWSRF Loan”)

Amount Requested: \$1,276,941.23

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

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

Sources of Funds (Est.)

Loan Proceeds \$1,276,941.23
 Local Funds 803,058.77

Total \$2,080,000.00

Uses of Funds (Est.)

Project \$1,997,500.00
 Bond Counsel 37,500.00
 Financial Advisor 37,500.00
 Local Counsel 7,500.00

Total \$2,080,000.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-23-0071-CW IN THE NAME OF)
HUGO MUNICIPAL AUTHORITY)
CHOCTAW COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 18th day of July, 2023.

WHEREAS, Hugo Municipal Authority (the "Applicant") has made its Application for Funding No. ORF-23-0071-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-23-0071-CW in the name of Hugo 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 proceeds, along with other funds of the Applicant, if any, will be used to (i) install automatic water meters, all related appurtenances (the "Project"), and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. Funding shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$1,276,941.23.

2. 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.

ORDER APPROVING LOAN APPLICATION

Hugo Municipal Authority

ORF-23-0071-CW

3. The Board's Staff is authorized to determine what additional conditions or requirements shall be necessary in order to assure the soundness of the loan and compliance with applicable financial, legal, 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 all or a portion of the costs of the Project as described in the Application or for other purposes authorized by applicable authority and EPA guidelines. The Board's Staff is further authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially and adversely affect the loan.

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

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

So ordered on this 18th day of July, 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

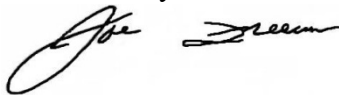
Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Joe Freeman, Chief
Financial Assistance Division

LOAN APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Jay Utilities Authority, Delaware County

Loan Application No.: ORF-23-0173-CW
Clean Water SRF Loan (“CWSRF Loan”)

Amount Requested: \$1,281,329.00

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

Purpose: The applicant will utilize the loan proceeds to: (i) acquire and install advanced metering infrastructure (AMI) for the water and gas distribution systems, 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	\$1,281,329.00	Project	\$1,206,329.00
		Bond Counsel	30,000.00
		Financial Advisor	30,000.00
		Local Counsel	15,000.00
Total	\$1,281,329.00	Total	\$1,281,329.00

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

IN THE MATTER OF LOAN APPLICATION)
NO. ORF-23-0173-CW IN THE NAME OF)
THE JAY UTILITIES AUTHORITY)
DELAWARE COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING LOAN APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board (the "Board") on the 18th day of July, 2023.

WHEREAS, The Jay Utilities Authority (the "Applicant") has made its Application for Funding No. ORF-23-0173-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-23-0173-CW in the name of The Jay Utilities 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 proceeds, along with other funds of the Applicant, if any, will be used to (i) acquire and install advanced metering infrastructure (AMI) for the water and gas distribution systems, all related appurtenances (the "Project") and (ii) pay related costs of issuance, all as more specifically set forth in the Application.

Terms and Conditions

1. Funding shall be made to the Applicant to provide funds for the Project described in the Loan Application in an aggregate principal amount not to exceed \$1,281,329.00.

2. 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.

ORDER APPROVING LOAN APPLICATION

The Jay Utilities Authority

ORF-23-0173-CW

3. The Board's Staff is authorized to determine what additional conditions or requirements shall be necessary in order to assure the soundness of the loan and compliance with applicable financial, legal, 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 all or a portion of the costs of the Project as described in the Application or for other purposes authorized by applicable authority and EPA guidelines. The Board's Staff is further authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially and adversely affect the loan.

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

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

So ordered on this 18th day of July, 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

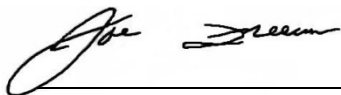
Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Joe Freeman, Chief
Financial Assistance Division

ARPA GRANT APPLICATION
RECOMMENDED FOR APPROVAL

APPLICANT: The Comanche Public Works Authority
COUNTY: Stephens

DATE RECEIVED: 10/19/2022
APPLICATION NUMBER: ARP-23-0006-G
ARPA NUMBER: ARPA-YY002306
Amount Recommended: \$1,000,000.00

Amount Requested: \$1,000,000.00

PROJECT DESCRIPTION: The Comanche Public Works Authority (Authority) owns and operates a water distribution system which includes two storage tanks that need to be refurbished. The Authority also owns a dam that is in need of repair, and their primary lift station needs upgrades. The proposed projects are to recoat each tank to meet the current minimum standards, seal cracks in the dam, remove trees around the dam, reinforce the dam, engineering to upgrade the primary lift station, and all appurtenances required to complete the projects. The estimated cost of the projects is \$913,353.00 which will be funded by the ARPA Grant of \$1,000,000.00.

Priority Ranking			Priority Points
Population/Taps <u>1663</u>			
WATER AND SEWER RATE STRUCTURE (Maximum: 13 points)			
Water rate per 5,000 gal/month: \$ 37.33	<input type="checkbox"/> Flat rate	<u>-3</u>	<u>8</u>
Sewer rate per 5,000 gal/month: <u>19.83</u>	<input checked="" type="checkbox"/> Decreasing Block	<u>-2</u>	
Total \$ 57.16	<input type="checkbox"/> Uniform	<u>0</u>	
10 points	<input type="checkbox"/> Increasing Block	<u>+2</u>	
	<input type="checkbox"/> Sales tax (W/S)	<u>+1</u>	
INDEBTEDNESS PER CUSTOMER (Maximum: 10 points)			
Total Indebtedness: \$ 293,855.80			<u>0</u>
Monthly Debt Payment: \$ 2,465.91			
Number of Customers: 748			
Monthly Payment Per Customer: \$ 3.30			
APCI Tier Tier 1 (Maximum: 24 points)			<u>24</u>
LEGISLATIVE PORTAL REQUEST (Maximum: 5 points)			<u>5</u>
PREVIOUS GRANTS <u>0</u>			<u>0</u>
ENFORCMENT ORDER <u>No</u> (Maximum: 5 points)			<u>0</u>
BENEFIT OF PROJECT TO OTHER SYSTEMS <u>Yes</u>			<u>5</u>
FISCAL SUSTAINABILITY <u>Yes</u>			<u>10</u>
TOTAL PRIORITY POINTS			<u>52</u>

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

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT)
(ARPA) GRANT APPLICATION)
NO. ARP-23-0006-G IN THE NAME OF THE)
COMANCHE PUBLIC WORKS AUTHORITY,)
STEPHENS COUNTY, OKLAHOMA.)

**PROPOSED
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of July 2023. The Board finds that since the application for this grant has received a priority ranking of 52 points under Chapter 50 of the Board's Rules and that since sufficient funds are available, the grant application for an amount not to exceed \$1,000,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$1,000,000.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The projects shall be to recoat each tank to meet the current minimum standards, seal cracks in the dam, remove trees around the dam, reinforce the dam, engineering to upgrade the primary lift station,. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, The Comanche Public Works Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA rules, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 18th day of July 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

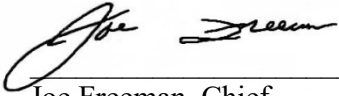
Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary
(SEAL)

The Comanche Public Works Authority
OWRB ARPA Grant No. ARP-23-0006-G

Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman". The signature is written in a cursive style with a large initial "J" and "F".

Joe Freeman, Chief
Financial Assistance Division

ARPA DAM REHABILITATION GRANT

RECOMMENDED FOR APPROVAL

Date: July 18, 2023

Community Population: 90,381

County: Comanche

Applicant: The Lawton Water Authority

ARPA Grant Number: ARP-23-0009-DG

Dam Name: Ellsworth

Amount Requested: \$1,000,000.00

Dam State ID: OK00452

Amount Recommended: \$1,000,000.00

Project Type: Construction

Grant Type: Water/Sewer Dam Grant Program –
ARPA YY002306

Hazard: High; 5,267 Downstream Persons at Risk

Condition Rating: Unsatisfactory

Priority Ranking Tier: 1/10; Large Community

Dam Description

The Lawton Water Authority, located in Comanche County, owns and operates Ellsworth dam. The dam is a 96-foot-high, 3,900-foot-long combination earthfill and concrete gravity dam. The concrete gravity portion of the dam contains a spillway 363 feet long controlled by fifteen 10-foot x 20-foot gates. The primary purpose of the structure is municipal water supply. The OWRB considers the dam to be in unsatisfactory condition as of the most recent inspection report.

Project Description

Deficiency: The condition rating of unsatisfactory is primarily due to damage that has occurred to the spillway due to uplift forces caused by underlying expansive soils. Uplift varies across the spillway from 0.2 feet to 0.8 feet. The majority of the damage has occurred at the joints in the concrete.

Proposed Remedial Action: Proposed remedial actions are to install more robust rock anchors, install additional drains under the spillway apron, casting a new reinforced concrete slab over the existing apron, repair of existing concrete on the spillway and ogee, retrofit of the spillway retaining walls, addition of chute blocks on the spillway stilling basin, addition of riprap along the east side of the spillway, and changes to the grade at the southeast corner of the spillway.

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

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT)
(ARPA) GRANT APPLICATION NO. ARP-23-0009-DG)
IN THE NAME OF THE LAWTON WATER AUTHORITY,)
COMANCHE COUNTY, OKLAHOMA)

**PROPOSED
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of July 2023. The Board finds that since the application for this grant has been designated as a priority dam rehabilitation project under Chapter 50, Subchapter 17 of the Board's Rules and that since sufficient funds are available, the grant application for an amount not to exceed \$1,000,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$1,000,000.00.
2. ARPA Grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall consist of repair and stabilization of the Ellsworth Dam spillway. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, The Lawton Water Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA rules, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 18th day of July 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

The Lawton Water Authority
ARPA Grant No. ARP-23-0009-DG

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:

s/s

Yohanes Sugeng, Chief
Engineering and Planning Division

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

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT)
(ARPA) GRANT APPLICATION)
NO. ARP-23-0036-G IN THE NAME OF THE)
LONGTOWN RURAL WATER AND SEWER DISTRICT NO.)
1, PITTSBURG COUNTY, OKLAHOMA,)

**PROPOSED
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of July 2023. The Board finds that since the application for this grant has received a priority ranking of 52 points under Chapter 50 of the Board's Rules and that since sufficient funds are available, the grant application for an amount not to exceed \$1,000,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$1,000,000.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be the construction of a new 500,000 gallon standpipe. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, Longtown Rural Water and Sewer District No. 1, Pittsburg County, Oklahoma is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA rules, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 18th day of July 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

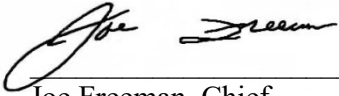
ATTEST:

Suzanne Landess, Secretary

(SEAL)

Longtown Rural Water and Sewer District No. 1, Pittsburg County, Oklahoma
OWRB ARPA Grant No. ARP-23-0036-G

Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman", written over a horizontal line.

Joe Freeman, Chief
Financial Assistance Division

AMERICAN RESCUE PLAN ACT (ARPA) APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: The Langston Public Works Authority, Logan County

Grant Application No.: ARP-23-0029-DPG
 American Rescue Plan Act Grant (“ARPA Grant”)

Amount Requested: \$1,153,846.00

Designated Grant

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

Purpose: The Langston Public Works Authority (LPWA) is in need of water and sanitary sewer infrastructure improvements for the developed and undeveloped areas in the west and northwest portions of the Town of Langston. The proposed project is for the refurbishment of the existing treatment facilities, extension of the current infrastructure into the west and northwest portions of town, and the evaluation of existing gate valves and fire hydrants plus all appurtenances required to complete the project.

Sources of Funds (Est.)

OWRB ARPA Grant: \$1,153,846.00

Uses of Funds (Est.)

ARPA Admin. Fee: \$46,154.00
 Project: \$1,107,692.00

Total \$1,153,846.00

Total \$1,153,846.00

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

IN THE MATTER OF AMERICAN RESCUE PLAN ACT)
(ARPA) GRANT APPLICATION NO. ARP-23-0029-DPG)
IN THE NAME OF THE LANGSTON PUBLIC WORKS)
AUTHORITY, LOGAN COUNTY, OKLAHOMA.)

**PROPOSED
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of July 2023. The Board finds that since the application for this grant has been identified by the legislature under , has met the eligibility requirements for this grant, and that since sufficient funds are available, the grant application for an amount not to exceed \$1,153,846.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$1,153,846.00, including up to 4% administrative fee allocated by statute to the OWRB.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be the refurbishment of the existing treatment facilities, extension of the current infrastructure into the west and northwest portions of town, and the evaluation of existing gate valves and fire hydrants. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, The Langston Public Works Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA regulations, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board’s Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 18th day of July 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

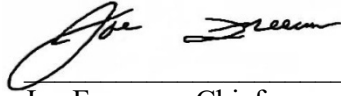
Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary
(SEAL)

The Langston Public Works Authority
OWRB ARPA Grant No. ARP-23-0029-DPG

Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman". The signature is written in a cursive style with a large initial "J" and "F".

Joe Freeman, Chief
Financial Assistance Division

AMERICAN RESCUE PLAN ACT (ARPA) APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Town of Taft, Muskogee County

Grant Application No.: ARP-23-0006-DPG
American Rescue Plan Act Grant (“ARPA Grant”)

Amount Requested: \$1,153,846.00

Designated Grant

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

Purpose: The Town of Taft (Town) owns and operates a water purchase system that is under Consent Order for disinfection by product (DBP) violations. The Town’s distribution system is old and deteriorated. The proposed project is to install a dedicated line to and recirculation/aeration pump for the standpipe, replace water lines, gate valves, fire hydrants, service connections, surface repair, and all other appurtenances required to complete the project.

Sources of Funds (Est.)

OWRB ARPA Grant: \$1,153,846.00

Uses of Funds (Est.)

ARPA Admin. Fee: \$46,154.00
Project: \$1,107,692.00

Total \$1,153,846.00

Total \$1,153,846.00

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

IN THE MATTER OF AMERICAN RESCUE PLAN ACT)
(ARPA) GRANT APPLICATION NO. ARP-23-0006-DPG)
IN THE NAME OF THE TOWN OF TAFT,)
MUSKOGEE COUNTY, OKLAHOMA.)

**PROPOSED
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of July 2023. The Board finds that since the application for this grant has been identified by the legislature under Senate Bill 13, has met the eligibility requirements for this grant, and that since sufficient funds are available, the grant application for an amount not to exceed \$1,153,846.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$1,153,846.00, including up to 4% administrative fee allocated by statute to the OWRB.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to install a dedicated line to the standpipe, and a recirculation/aeration pump for the standpipe, replace water lines, gate valves, fire hydrants, service connections, and surface repair. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, Town of Taft is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA regulations, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 18th day of July 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

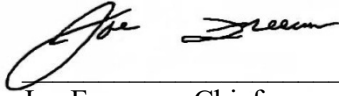
ATTEST:

Suzanne Landess, Secretary

(SEAL)

Town of Taft
OWRB ARPA Grant No. ARP-23-0006-DPG

Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman". The signature is written in a cursive style with a large initial "J" and "F".

Joe Freeman, Chief
Financial Assistance Division

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

Applicant: The Lawton Water Authority, Comanche County

Grant Application No.: ARP-23-0013-DPG
American Rescue Plan Act Grant (“ARPA Grant”)

Amount Requested: \$10,000,000.00

Designated Grant

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

Purpose: The Lawton Water Authority located in Comanche County owns and operates Lake Ellsworth Dam. Currently, the dam has an overall condition rating of unsatisfactory. The rehabilitation measures include adding more robust rock anchors, additional drains under the apron, casting a new reinforced concrete slab over the existing apron, and all appurtenances required to complete the project.

Sources of Funds (Est.)

OWRB ARPA Grant: \$10,000,000.00
ARPA Dam Grant: 1,000,000.00
HHPD Grant: 925,251.00
Local Matching Funds: 14,275,345.00

Uses of Funds (Est.)

ARPA Admin. Fee: \$400,000.00
Project: \$25,800,596.00

Total \$26,200,596.00

Total \$26,200,596.00

*High Hazzard Potential Dam (HHPD)

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

IN THE MATTER OF AMERICAN RESCUE PLAN ACT)
(ARPA) GRANT APPLICATION NO. ARP-23-0013-DPG)
IN THE NAME OF THE LAWTON WATER AUTHORITY,)
COMANCHE COUNTY, OKLAHOMA.)

**PROPOSED
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of July 2023. The Board finds that since the application for this grant has been identified by the legislature under Senate Bill 13, has met the eligibility requirements for this grant, and that since sufficient funds are available, the grant application for an amount not to exceed \$10,000,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$10,000,000.00, including up to 4% administrative fee allocated by statute to the OWRB.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall consist of repair and stabilization of the Ellsworth Dam spillway. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, The Lawton Water Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA regulations, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 18th day of July 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

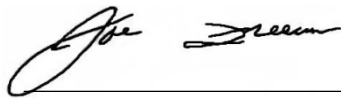
Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)

Reviewed By:



Joe Freeman, Chief
Financial Assistance Division

AMERICAN RESCUE PLAN ACT (ARPA) APPLICATION
RECOMMENDED FOR APPROVAL

Applicant: Glenpool Utility Services Authority, Tulsa County

Grant Application No.: ARP-23-0014-DPG
 American Rescue Plan Act Grant (“ARPA Grant”)

Amount Requested: \$44,000,000.00

Designated Grant

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

Purpose: The Glenpool Utility Services Authority (Authority) operates a wastewater treatment plant (WWTP) that is currently under DEQ Consent Order for permit violations. The Authority has a growing population that is adding stress to the WWTP. The proposed project is to construct a new sequencing batch reactor WWTP to replace the old aerated lagoon WWTP, and all appurtenances required to complete the project.

Sources of Funds (Est.)

OWRB ARPA Grant: \$44,000,000.00
 Local Matching Funds: 3,352,600.00

Uses of Funds (Est.)

ARPA Admin. Fee: \$1,760,000.00
 Project: \$45,592,600.00

Total \$47,352,600.00

Total \$47,352,600.00

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

IN THE MATTER OF AMERICAN RESCUE PLAN ACT)
(ARPA) GRANT APPLICATION NO. ARP-23-0014-DPG)
IN THE NAME OF THE GLENPOOL UTILITY SERVICES)
AUTHORITY, TULSA COUNTY, OKLAHOMA.)

**PROPOSED
ORDER APPROVING ARPA GRANT APPLICATION**

This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of July 2023. The Board finds that since the application for this grant has been identified by the legislature under Senate Bill 13, has met the eligibility requirements for this grant, and that since sufficient funds are available, the grant application for an amount not to exceed \$44,000,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$44,000,000.00, including up to 4% administrative fee allocated by statute to the OWRB.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to construct a new sequencing batch reactor wastewater treatment plant (WWTP) to replace the old aerated lagoon WWTP. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, Glenpool Utility Services Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA regulations, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 18th day of July 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

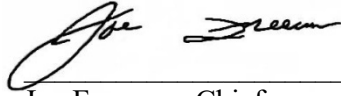
Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary
(SEAL)

Glenpool Utility Services Authority
OWRB ARPA Grant No. ARP-23-0014-DPG

Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman". The signature is written in a cursive style with a large initial "J".

Joe Freeman, Chief
Financial Assistance Division

3. SUMMARY DISPOSITION AGENDA ITEMS

D. Contracts and Agreements Recommended for Approval

July 18, 2023

AGENDA ITEM 3D(1)

CONTRACT FOR LEGAL SERVICES

WITH: Oklahoma Office of Attorney General

PURPOSE: For an attorney to act as Hearing Examiner

AMOUNT: OWRB to pay \$71,301.72 annually with monthly installments of \$5,941.81

TERM: July 1, 2023 through June 30, 2024

**CONTRACT FOR LEGAL SERVICES
FISCAL YEAR 2024**

1. PARTIES:

This Agreement is between the Attorney General's Office ("AGO") and the OKLAHOMA WATER RESOURCES BOARD ("OWRB"). The authorized signatures below bind the parties to the terms set out hereafter.

2. AUTHORITY:

This Agreement is authorized by virtue of 74 O.S. § 20*i*.

3. CONTRACT DURATION:

This Agreement commences July 1, 2023, and covers the fiscal year 2024 ending June 30, 2024.

4. CONSIDERATION:

The Attorney General's Office ("AGO") shall provide legal services for and on behalf of the Oklahoma Water Resources Board ("OWRB") during the contract period, in exchange for payment in the amount of \$71,301.72 annually, with monthly payments in the amount of \$5,941.81. This sum is comprised of the salary and benefits of the Assigned Attorney and non-salary costs incurred in connection with the provision of legal services pursuant to this contract. The OWRB will be billed monthly for the monthly amount set forth above. Should the OWRB desire that the Assigned Attorney have additional training, any costs associated with such training shall be paid by the OWRB. The OWRB shall reimburse the Assigned Attorney pursuant to the Travel Reimbursement Act for travel undertaken by the Assigned Attorney on behalf of the OWRB, outside the Oklahoma City metropolitan area.

The scope of legal services to be provided consists of the AGO providing an administrative hearing officer in proceedings in accordance with the Oklahoma Administrative Procedures Act.

All hearings shall be conducted pursuant to Article II of the Administrative Procedures Act. The AGO shall assign an Assistant Attorney General, acceptable to OWRB, to be primarily responsible for the legal services described herein. The assigned Assistant Attorney General will be familiar with the applicable law and regulations.

It is the duty of the OWRB to prepare all required notices, pleadings, and other documents needed to conduct the administrative hearings. The AGO is retained to conduct hearings, act as hearing examiner, and issue findings of fact and conclusions of law. Maintenance of records and files is the responsibility of the OWRB. The OWRB and AGO will jointly coordinate scheduling of hearings.

The AGO shall assign one Assistant Attorney General, who shall be referred to as the Assigned Attorney, to be primarily responsible for the legal services described herein.

It is explicitly recognized, however, that the consideration paid herein by the OWRB is in the nature of a retainer that enables the AGO to employ and ensure the availability of an Assigned Attorney equivalent to .50 FTE for the OWRB, regardless of whether the Assigned Attorney is in fact utilized. It is agreed by the parties that the AGO's obligation to provide legal services to the OWRB will be fulfilled by the availability of the Assigned Attorney, for the purposes provided for in this agreement, regardless of the number of hours actually used by the OWRB.

5. OFFICE LOCATION:

The Assigned Attorney will maintain an office at the AGO to facilitate the delivery of legal services.

6. SUPERVISION:

Supervision of the Assigned Attorney shall be the responsibility of the AGO.

7. TERMINATION:

This agreement may be terminated by either party upon 60 days written notice.

8. AGENCY DESIGNEES:

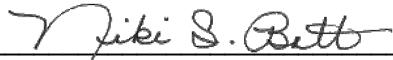
The authorized agent and designee for the AGO is Niki Batt. The authorized agent and designee for the OWRB is Jennifer Castillo , Chairman.

OKLAHOMA WATER RESOURCES BOARD

OFFICE OF THE ATTORNEY GENERAL

By: _____

**Jennifer Castillo
Chairman**

By: 

**Niki Batt
Deputy Attorney General
Legal Counsel Unit**

DATE: _____

DATE: **June 14, 2023**

AGENDA ITEM 3D(2)

SPONSORED RESEARCH AGREEMENT

WITH: University of Oklahoma Board of Regents

PURPOSE: To provide training, software licensing, hosting and server maintenance for the OWRB ArcGIS Server Suite for a one-year contract renewable annually

AMOUNT: Not to exceed \$17,637.00

TERM: July 1, 2023 through June 30, 2024

SPONSORED RESEARCH AGREEMENT

FY24-23-1374-8

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

WITNESSETH

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

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

SECTION 1. DEFINITIONS

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

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

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

1.4 "Project" shall mean the research project entitled "Applications for Geospatial Data Migration and Web Map Hosting FY24" as described in **Appendix A**, under the direction of Dr. Todd Fagin, as Principal Investigator.

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

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

SECTION 2. RESEARCH WORK

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

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

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

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

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

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

SECTION 3. PERIOD OF PERFORMANCE

3.1. The Period of Performance will be: July 1, 2023 through June 30, 2024.

SECTION 4. COSTS, BILLINGS AND OTHER SUPPORT

4.1 This is a cost reimbursable agreement. For the services, reports, and other items to be delivered hereunder, Sponsor shall pay University, in U.S. dollars, an amount not to exceed Seventeen-Thousand Six-Hundred Thirty-Seven dollars and no cents (\$**17,637.00**), payable to the University of Oklahoma and sent to the business/payment address in **Section 10**. University shall bill Sponsor monthly, on a cost reimbursable basis, at Sponsor's business address set forth in **Section 10**. Payment shall be due within thirty (30) days of receipt of invoice, with final invoice due ninety (90) days following termination of this Agreement.

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

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

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

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

SECTION 5. TERMINATION

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

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

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

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

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

SECTION 6. PUBLICITY

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

SECTION 7. PUBLICATION

Subject to confidentiality provisions, University shall have the right at its discretion to release non-proprietary information or to publish any material resulting from the Project. University will furnish a copy of any proposed publication to Sponsor for its review at least thirty (30) days in advance of submission for publication. Publication of specific results may be delayed for a limited period, not to exceed sixty (60) days, to obtain any intellectual property protection and remove Sponsor Proprietary Information contained in the publication. Sponsor agrees to limit disclosure of such copies to its employees solely for the purposes of review and comment unless otherwise agreed in writing by University. No unreasonable delay shall be imposed on the filing, defense or publication of any student thesis or dissertation. University shall give Sponsor the option of being acknowledged in such publication for its sponsorship of the Project.

SECTION 8. INTELLECTUAL PROPERTY

8.1 Any University Invention shall belong to University and any Sponsor Invention shall belong to Sponsor; provided however, University is hereby granted a royalty-free, nonexclusive and nontransferable right and license to Sponsor Inventions for non-commercial, educational and research purposes. Any Joint Invention shall belong to University and Sponsor, jointly.

8.2 University will provide Sponsor with a written disclosure of any University Invention or Joint Invention promptly upon its being reported to the University by the Principal Investigator. Sponsor will provide University with a written disclosure of any Sponsor Invention or Joint Invention promptly upon its being reported to Sponsor by a Sponsor investigator. Sponsor shall execute a non-disclosure agreement covering Inventions, as may be required by

the University.

8.3 University hereby grants to Sponsor a non-exclusive, royalty-free license to use any University Invention in connection with Sponsor's field of commercial interest, subject to all of the following conditions and qualifications: (a) the license herein described applies to any University Invention only to the extent to which said Invention was actually and formally disclosed to University, (b) Sponsor does not license University Invention to third party(-ies), and (c) Invention is not embodied in any product or services sold or provided by Sponsor, or Sponsor's affiliates, in any manner.

8.4 University hereby grants to Sponsor an option to negotiate an exclusive license (to the extent University may be free to do so) to a University Invention and/or University rights in a Joint Invention subject to requirements that:

(a) Sponsor shall exercise its option to negotiate the exclusive license agreement for any such Invention(s), in writing, within sixty (60) days of disclosure of the Invention to Sponsor by University.

(b) Sponsor and University shall negotiate the terms and conditions of the license in good faith for a period that shall not exceed one hundred twenty (120) days from Sponsor's notice of intent to exercise said option, or such other period of time agreeable to both parties.

(c) In the event that Sponsor and University fail to enter into an agreement during that one hundred twenty (120) day period of time, the University shall have the right to dispose of the University Invention, at its sole and exclusive discretion with no further obligation to Sponsor.

8.5 The parties recognize that inventions, improvements, discoveries, copyrightable works, or other proprietary information may arise from research sponsored in whole or in part by governmental agencies. The parties agree that any such development shall be governed by the provisions of applicable law and subject to the reservation of the rights of the Government of the United States of America, as set forth in 37 CFR 401 and the Patent and Trademark Law Amendments Act of 1980 (Bayh-Dole Act).

SECTION 9. CONFIDENTIALITY

9.1 Any and all knowledge, proprietary information, know-how, practices, processes, or other information (hereinafter referred to as "Confidential Information") disclosed or submitted in writing or in other tangible form which is marked "Confidential Information" to either party by the other shall be submitted to the designated technical representative identified in Section 10 and maintained by the receiving party in strict confidence and shall not be disclosed to any third party. Furthermore, neither party shall use Confidential Information for any purpose other than those purposes specified in this Agreement. The parties may disclose Confidential Information to employees requiring access for the purposes of this Agreement; provided, however, that prior to making any such disclosure the employee shall be apprised of the duty to maintain Confidential Information in confidence and not to use such information for any purpose other than in accordance with the terms and conditions of this Agreement.

9.2 Each party shall use reasonable efforts to prevent the disclosure of any of the other party's Confidential Information to third parties for a period of three (3) years from receipt thereof, provided that the receiving party's obligation hereunder shall not apply to information that:

a. is generally available to the public, or thereafter becomes available to the public through no act of the receiving party, or

b. is documented to be independently known prior to receipt thereof, or is made available to the receiving party as a matter of lawful right by a third party, or

c. is required by law to be released; provided, however, that prior to any such release, the other party will be notified so that it may take protective measures if it deems necessary, or

d. is independently developed by an employee of receiving party that has not had access directly or indirectly to the Confidential Information, which claim is corroborated by written evidence.

SECTION 10. NOTICES

Notices, invoices, communications and payments shall be submitted to the offices identified below. All legal notices must be sent by personal delivery or certified mail, return receipt requested. All other contractual notices and communications hereunder shall be deemed made as of the date of mailing if given by overnight courier service or by registered, certified or first class mail, postage prepaid, and addressed to the party to receive such notice or communication at the address(es) given below, or such other address as may hereafter be designated by notice in writing.

If to Sponsor (Business/Invoices):	
Name:	Anil Pillai, CPO Accountant
Address:	3800 North Classen Blvd.
City, State, ZIP Code:	Oklahoma City, OK 73118
Phone/Fax:	(405) 530-8872
e-mail:	Anil.Pillai@owrb.ok.gov

If to Sponsor (Technical):	
Name:	Derrick Stark GIS Specialist
Address:	3800 North Classen Blvd.
City, State, ZIP Code:	Oklahoma City, OK 73118
Phone/Fax:	(405) 530-8883
e-mail:	Derrick.Stark@owrb.ok.gov

If to University (Legal):	
Name:	The Executive Secretary of the Board of Regents of the University of Oklahoma
Address:	660 Parrington Oval, Room 119
City, State, ZIP Code:	Norman, OK 730191

If to University (Business/Payment):	
Name:	Don Smith
Address:	Research Financial Services University of Oklahoma 201 Stephenson Pkwy., Five Partners Place, Ste. 3100
City, State, ZIP Code:	Norman, OK 73019-5833
Phone/Fax:	(405) 325-4979
e-mail:	Donald.E.Smith-1@ou.edu

If to University (Business/Contract Terms):	
Name:	Joe Johnson
Address:	Office of Research Services University of Oklahoma 201 Stephenson Pkwy., Five Partners Place, Ste. 3100
City, State, ZIP Code:	Norman, OK 73019-5833
Phone/Fax:	(405) 325-4757
e-mail:	joej@ou.edu

If to University (Technical):	
Name:	Todd Fagin, Ph.D.
Address:	3100 Monitor Ave, Two Partners Place, Suite 180
City, State, ZIP Code:	Norman, OK 73019
Phone :	(405) 325-9611
e-mail:	Tfagin@ou.edu

SECTION 11. GENERAL TERMS AND CONDITIONS

11.1 This Agreement may not be assigned by either party in whole or in part without the prior written permission of the other party.

11.2 This agreement shall be governed by the laws of the state of Oklahoma, without giving force and effect to its choice of law provisions. Any legal action in connection with this agreement shall be filed in a state court of competent jurisdiction in the state of Oklahoma, to which jurisdiction and venue Sponsor expressly agrees.

11.3 Should the parties to this Agreement be unable to resolve between themselves any dispute arising from any of the provisions within this Agreement, each party shall have recourse under the law.

11.4 If any provision(s) of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11.5 This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties relating to the work to be performed. This Agreement may be extended, renewed or otherwise amended at any time by the mutual written agreement of the parties.

11.6 This Agreement may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument. This Agreement may be executed using electronic or digital signatures, which shall have the same force and effect as a manual signature.

11.7 The parties agree that this Agreement shall be binding upon their respective successors, assigns or transferees of any nature, if assignment and/or transfer is permitted in accordance with the terms of this Agreement.

11.8 Sponsor agrees that it shall comply with the export control laws and regulations, embargoes and sanctions. Each party agrees that in the event that export controlled information/technology is disclosed, disclosing party shall provide receiving party with sufficient and appropriate information including Export Control Classification Numbers (ECCNs) and/or the Munitions List categories to allow receiving party to properly comply with the export controls regulations. Sponsor maintains an export management system adequate to ensure compliance. Sponsor agrees that it will comply with all other applicable laws, orders and regulations relating to the use and/or transfer of deliverables specified in **Appendix A** and that it will not at any time take any action which would cause University to be in violation of any such laws, orders and regulations.

11.9 In the performance of all services hereunder, the parties shall be deemed to be and shall be independent contractors and, as such, neither shall be entitled to any benefits applicable to employees of the other. Neither party is authorized or empowered to act for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, and/or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

11.10 University agrees to be responsible for its own negligent acts and omissions and those of its employees and agents in accordance with the Oklahoma Governmental Tort Claims Act, 51 O.S. 1991 151, *et seq.*, as amended.

11.11 As applicable, the provisions of Executive Order 11246, as amended by Executive Order No. 11375, Executive Order No. 11141, Executive Order No. 13665 and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) *et. seq.*), are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, national origin, disability, political beliefs, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. § 4212.

11.12 The terms of this Agreement shall not be binding upon either of the parties hereto until it has been properly executed on behalf of each party to the Agreement in the spaces provided below. It is then effective as of the starting date of the period of performance.


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

State of Oklahoma, Water Resources Board

**THE BOARD OF REGENTS OF THE
UNIVERSITY OF OKLAHOMA**

BY: _____

TITLE: _____
DATE: _____

BY:  Digitally signed by Michael Purcell
Date: 2023.06.28 11:55:03 -05'00'

Michael Purcell
Associate Vice President for Research and Partnerships
Executive Director, Office of Research Services
TITLE: _____
DATE: 6-28-2023

READ AND UNDERSTOOD:

BY: 

DATE: 6/28/2023

Todd Fagin

Principal
Investigator:

OKLAHOMA WATER RESOURCES BOARD SECRETARY

APPENDIX A

STATEMENT OF RESEARCH PROJECT/PROPOSAL

SCOPE OF WORK FOR

Oklahoma Water Resources Board

*Applications for Geospatial Data Migration and Web Map Hosting
– Hosting & Maintenance –*

SUBMITTED TO

Derrick Stark
GIS Manager

&

Darla Whitley
Public Outreach Division Manager

Oklahoma Water Resources Board
3800 North Classen Blvd
Oklahoma City, OK 73118

SUBMITTED BY

Todd Fagin, Executive Associate Director
Center for Spatial Analysis
The University of Oklahoma
Two Partners Place
3100 Monitor Ave. Suite 180

Norman, OK 73019

July 2023-June 2024

Overview

The purpose of this scope of work is to maintain the ArcGIS Enterprise solution for the Oklahoma Water Resources Board (OWRB) that manages its applications critical to their work and service to the state of Oklahoma. The enterprise is built using Portal for ArcGIS for data storage and a web map service buildout. The OWRB Portal stores/hosts/publishes existing OWRB project related data and maps. This application allows OWRB to run reports, manage, and oversee the work being conducted on its enterprise system.

The software, hardware, and applications used to develop and provide the GIS Enterprise is maintained by the Center for Spatial Analysis (CSA) at the University of Oklahoma – Norman campus. CSA houses its server infrastructure in a secure data center in the National Weather Center. The data we manage is backed-up continuously in two locations and is stored behind the University of Oklahoma firewall as well as a CSA firewall.

Licensing for ArcGIS products will be provided to OWRB while the project is under development and hosted through the GIS Enterprise that running on CSA servers. Users, as defined by project managers at OWRB, will have full access to the OWRB Portal, where they can build and publish map services, manage and view data, as well as export data as needed. Separate logins with specific user capabilities will be assigned as required by OWRB.

This scope outlines the cost of maintenance and hosting the OWRB ArcGIS Server Suite for a one-year contract renewable annually.

Scope of Work

1. Provide software licensing, hosting and server maintenance for the OWRB ArcGIS Server Suite.

Server hosting and maintenance will be provided to OWRB by CSA, on one or more University of Oklahoma GIS servers including:

- Hardware maintenance/upgrade/replacement
 - System administration and updates
 - Software access
 - Data storage space
 - Bandwidth usage
 - Network connection charges
 - Security management
 - Backup and restore capabilities
2. Meet with OWRB to train employees (instructions will also be provided) on how to create, migrate, and publish using Portal for ArcGIS and ArcGIS Online;
 3. Test, troubleshoot and debug the system as problems arise.

Note: *Everything that CSA builds can be downloaded and moved to another managed system – e.g. OMES. While we can package the portal that we build, we cannot guarantee that its functions will remain intact, as we have different systems that manage these applications, as well as different web domains.*

Budget Justification:

1. Personnel: \$1,998

Todd Fagin (Executive Associate Director: .20% for 12 months =\$228) will serve as the project coordinator on the grant.

Kirk Eby (Systems Administrator: 1.1% for 12 months =\$871) will provide IT support and manage the OWRB enterprise portal.

Leah Nash (Associate Director of Administration & Finance: 1% for 12 months =\$899) will administer the budget and assist in troubleshooting.

2. Hosting, licensing, and maintenance: \$12,000

Pricing includes:

- 250GB OS drive
 - 16GB RAM
 - 5TB storage
 - ArcGIS Server
 - Full remote access (logged and audited)

 - All servers fall under our standard system administration and maintenance:
 - Regularly scheduled software and OS updates and maintenance;
 - Regular storage space and integrity checks (growth will need to be evaluated at contract term intervals);
 - Regular evaluation of CPU cycles, memory allocation, and bandwidth, adjusting as necessary;
 - Mission-critical support during catastrophic failure (This would cover critical failures affecting and resulting from ordinary use).
- \$1,000.00 per month @ 1 year = \$12,000

3. Indirect Cost **estimate** at 26% (***Please note that the University sets this rate and increases are out of our control.***): \$3,639

Total 1 Year Cost **ESTIMATE** for “Hosting and Maintenance”: **\$17,637**

UNIVERSITY of OKLAHOMA BUDGET

Cumulative Budget

Project dates must be entered on the info tab for totals to show on the cumulative tab

		7/1/2023	to	6/30/2024							
A. SENIOR PERSONNEL		(Set) Apt. Mos.			SALARY	SPONSOR REQUEST	OU COST SHARE	TOTAL	Salary Recouped	Fringe Benefits	Total
1.	Principal Investigator	12			\$84,872	\$170		\$170	\$170	\$58	\$228
	Todd Fagin				\$84,872						
2.	Co-Principal Investigator	12			\$67,053	\$671		\$671	\$671	\$228	\$899
	Leah Nash				\$67,053						
3.	Co-Principal Investigator	12									
4.	Co-Principal Investigator	12									
5.	Co-Principal Investigator	12									
TOTAL SENIOR PERSONNEL						\$841		\$841	\$841	\$286	\$1,127
B. OTHER PERSONNEL											
1.	() POST DOCTORAL ASSOCIATES										
2.	() OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)					\$650		\$650	\$650	\$221	\$871
3.	() PROJECT SECRETARIAL/CLERICAL (restricted use -ask POS)										
4.	() GRADUATE STUDENTS										
5.	() UNDERGRADUATE STUDENTS										
6.	() OTHER										
TOTAL SALARIES AND WAGES (A+B)						\$1,491		\$1,491	\$1,491	\$507	\$1,998
C. FRINGE BENEFITS (If temp employee or other F.B. rate needed contact POS)									\$507		\$507
TOTAL SALARIES WAGES AND FRINGE BENEFITS (A+B+C)						\$1,998		\$1,998			
D. PERMANENT EQUIPMENT (\$1,000 PER UNIT OR FABRICATED AND RETAINED BY OU AT LEAST 1 YEAR)*											
	Item	Cost		Item	Cost						
these cells don't normally carry but can be set if need											
TOTAL PERMANENT EQUIPMENT											
E. TRAVEL											
	Domestic										
	Foreign										
Use federal/state rates; Detail travel costs in budget justification											
TOTAL TRAVEL											
F. PARTICIPANT SUPPORT COSTS (used only by NSF and some DoED) (NON-EMPLOYEE CONFERENCE/WORKSHOP ATTENDEES)											
1.	STIPENDS			3.	SUBSISTENCE						
2.	TRAVEL			4.	OTHER						
() Number of Participants				TOTAL PARTICIPANT SUPPORT							
G. OTHER DIRECT COSTS											
1. MATERIALS AND SUPPLIES											
	Item	Cost		Item	Cost						
these cells don't normally carry but can be set if need											
TOTAL MATERIALS & SUPPLIES											
2. PUBLICATION COSTS/DOCUMENTATION/ DISSEMINATION											
3. CONSULTANT SERVICES PROVIDE DAILY RATE AND NUMBER OF DAYS IN JUSTIFICATION											
4. COMPUTER (ADPE) SERVICES											
5. SUBCONTRACTS*											
6. TUITION FEE											
To determine the total number of GRA months for more than one appointment add all months; for example one GRA appointed at 12 mos. plus one at 6 mos. = 18 months total. Partial month = full month (example 4.5 months = 5 months)											
Total number of GRA months											
7. SHIPPING COSTS (Shipping for materials, supplies, equipment, etc.)											
8. INCENTIVES (Any allocation to study participants, focus groups, etc.)											
9. OTHER											
	Item	Cost		Item	Cost						
these cells don't normally carry but can be set if need											
TOTAL OTHER						\$12,000		\$12,000			
TOTAL OTHER DIRECT COSTS (G1 - 7)						\$12,000		\$12,000			
Subtotal Direct Costs						\$13,998		\$13,998			
If ARRC or LASI Fees should be included, make selection on info tab.											
H. TOTAL DIRECT COSTS (A THROUGH G)						\$13,998		\$13,998			
I. INDIRECT COSTS:											
MTDC Base =					\$13,998						
TDC Base =					N/A	\$3,639		\$3,639			
J. TOTAL COSTS - CUMULATIVE						\$17,637		\$17,637			
Third Party Costshare											
Organization #1:											
Organization #2:											
TOTAL						\$17,637		\$17,637			

NIH ONLY
Modular Amount = N/A
Total Direct Costs less IDC on subs

Cost Share not required.

AGENDA ITEM 3D(3)

AGREEMENT

WITH: BancFirst

PURPOSE: For financial custody services for the funds allocated to the City of Tulsa-Rogers County Port Authority

AMOUNT: Base fee not to exceed \$1,200.00 annually, per account. Additional transfer fee - \$25.00 per outgoing wire. Additional Check/ACH transfer fee \$7.00 per outgoing item. Recording fee of \$15.00 per transaction. (Since we have no estimate at this time of number of transactions, we do not have an estimate of the cost. However, we can provide an update of that information once the distribution process has started.)

TERM: Through the life of the construction project estimated to be approximately 3 years

BancFirst, an Oklahoma banking corporation, will serve as _____ (hereinafter referred to as “BancFirst”) with respect to the property transferred to it by the Owner, holding and controlling the property in the Account, and assuming full responsibility to exercise a reasonable standard of care that it exercises over its own assets.

The terms under which this Service Agreement shall operate are set forth in the sections entitled Terms and Conditions.

ACCOUNT TYPE

Please see Guide to Accounts to learn more about account types.

Please choose one of the following account types:

*If UTMA, please indicate state of residence _____

The custodian shall transfer this property to _____ (name of minor)
on _____ or at the age of _____ (age, after eighteen (18) years and at or before twenty-one (21) years.)

For Joint Accounts, the social security number to be used for tax reporting purposes shall be (check one):

Owner One _____

Owner Two _____

Reported equally to Account Owner One and Account Owner Two _____

For account owners that are a trust or an entity, other forms may be required along with this form.

ACCOUNT OWNER

First Name <i>Minor if UTMA/UGMA</i>	Middle Name	Last Name	
Estate/Entity Name <i>Enter full entity name as evidenced by the relevant formation document (e.g., trust document, partnership agreement, corporate resolution).</i>			
Date of Birth <i>MM DD YYYY</i>	Email Address		
Social Security or Taxpayer ID Number	Daytime Phone	Extension	

Residential Address (where you live) *This is your legal address used for tax reporting.*

Street Address		
City	State	ZIP Code

Mailing Address *This may be a P.O. box, drop box, or c/o location.*

Same as residential address *Default if no other information indicated below.*

Mailing Address		
City	State	ZIP Code

Income Source

Employed Self-employed

Occupation	Employer <i>Leave blank if self-employed.</i>		
Employer Address			
City	State	ZIP Code	Country

Retired Not employed

Source of Income <i>Pension, investments, spouse, etc.</i>

COMPLIANCE LETTER

I. **Trade Confirmations.** BancFirst has advised me that I have the right to receive copies of all trade tickets/confirmations of security purchases and sales within five (5) business days of the receipt of the trade confirmation by BancFirst at no extra charge. Regardless of election, BancFirst will keep the owner apprised of transactions through regular account statements.

_____ Do not send trade confirmations. Regular BancFirst account statements are sufficient.

_____ Send all trade confirmations received by BancFirst. Please mail any confirmations AND continue to mail our regular account statement.

II. **Proxy Voting.** BancFirst presently votes the proxies for any stocks/mutual funds in accordance with BancFirst existing Proxy Policy. I understand that it is BancFirst's policy to vote "with management" unless BancFirst deems that it would not be in the best interest of this account to do so.

_____ I do not want BancFirst to vote proxies for any stocks/mutual funds held in the account. I instruct BancFirst to mail any proxies received.

_____ I do want BancFirst to vote proxies for any stocks held in the account.

III. **Beneficial Ownership Information.** BancFirst is required by law to disclose beneficial owner information to the requesting companies whose securities are held in this account. This means that should one or more of these companies request the accounts' identity, BancFirst will have to supply your name unless you instruct us not to do so.

_____ Please do not release any beneficial ownership information on this account.

_____ BancFirst has my/our permission to release beneficial ownership information to the issuing companies of securities whose stock(s) I hold in this account should the issuing company of the securities make such a request.

REPORTING

BancFirst will furnish the Owner(s) with a statement, at least annually, of all transactions in this account and a list of all property. If you wish to have a statement for a different period, please indicate one below. The method of delivery for all statements will be via Online access. For paper statements, please indicate here _____.

Account Owner One: _____ Monthly _____ Quarterly _____ Annually
 Account Owner Two: _____ Monthly _____ Quarterly _____ Annually
 Other (CPA, Attorney): _____ Monthly _____ Quarterly _____ Annually _____ Tax Reports
 Name _____ Address _____ Phone _____ Email _____
 Name _____ Address _____ Phone _____ Email _____

Tax Reporting: _____ Mail _____ E-Mail _____ Fiscal Year End _____

INVESTMENT OBJECTIVES

Each BancFirst client is unique and we are dedicated to providing you with an investment portfolio to meet your needs. Below is a guide to various investment objectives. Your investment objective will be the building block of your portfolio and should represent your investment needs, goals, and preferences. Unless your account holds only Unique Assets, the investment objective below will be applied to the marketable securities held in the account.

_____ **All Fixed Income.** This approach seeks to provide current income with a relatively low level of principal volatility. Total return and risk will be affected by current interest rate levels. Account Target: 100% Fixed Income*.

_____ **Income.** This approach seeks to provide current income with a secondary goal of capital appreciation through the introduction of modest equity exposure. Total return and risk will be primarily affected by current interest rate levels. Allocation Range: 5-35% Equity / 65-95% Fixed Income. Account Target: _____% Equity / _____% Fixed Income*.

_____ **Growth & Income.** This approach is a conservative blend of the Income and Growth approaches resulting in moderate risk. The equity component seeks to generate capital growth while the fixed income portion seeks to provide current income. Because of the balance nature of this approach, total return and risk will be affected by both current interest rates and equity market movements. Allocation Range: 40-60% Equity / 40-60% Fixed Income. Account Target: _____% Equity / _____% Fixed Income*.

_____ **Growth.** This approach seeks to provide long-term capital appreciation with a secondary goal of current income. Total return and risk will be primarily affected by equity market movements. Allocation Range: 65-95% Equity / 5-35% Fixed Income. Account Target: _____% Equity / _____% Fixed Income*.

_____ **All Equity.** This approach seeks to provide long term capital growth. Because of the dedication to equities, this approach has relatively high level of principal volatility. Total return and risk will be affected by equity market movements. Account Target: 100% Equity*.

_____ **Cash Equivalents.** This approach seeks to provide current income with no principal volatility. Total return will be affected by the level of money market interest rates. Account Target: 100% Money Market Funds.

_____ **Unique Assets.** This objective should be used if the account only holds non-marketable or illiquid assets such as mineral interests, real estate, insurance policies, or limited partnerships.

Purpose of Account/Reason for Chosen Objective _____

Additional Instructions

Investment Restrictions _____ Yes _____ No Describe Restrictions _____

Invest in Municipal Fixed Income _____ Yes _____ No

Mutual Fund Dividend/Capital Gain Reinvestment _____ Yes _____ No

ACCOUNT SIGNATURES

Please be sure to read all the language included on the following pages, as well as sign and date this Service Agreement

If you are a U.S. person for tax purposes:

- Certify under penalties of perjury that you are a U.S. person (including a U.S. resident alien or other U.S. person as defined in the instructions to IRS Form W-9) and the Social Security or Taxpayer Identification Number provided is correct (or that you are waiting for a number to be issued to you).
- Certify under penalties of perjury that you are not subject to backup withholding because any of the following applies:
 1. You are exempt from backup withholding.
 2. You have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends.
 3. The IRS has notified you that you are no longer subject to backup withholding.
- Certify under penalties of perjury that the FATCA code(s) entered on this form (if any) indicating that you are exempt from FATCA reporting are correct.

If the IRS has notified you that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return, CROSS OUT all text.

If you are not a U.S. person for tax purposes:

- You are submitting the applicable Form W-8 with this form to certify your foreign status and, if applicable, claim tax treaty benefits.

This Agreement shall be governed by and construed according to the internal laws of the State of Oklahoma, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. The parties agree that any lawsuit or other such proceedings arising from or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of competent jurisdiction in Oklahoma City, Oklahoma County, Oklahoma.

Headings of this Service Agreement are included for convenience only and are not to be considered in the construction of any provision of this Service Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require. As used in this agreement: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word "may" gives sole discretion without any obligation to take any action.

Account Owner represents that he has the full power and authority to enter into this Service Agreement and that, if relevant, the execution, delivery and performance hereof has been authorized by all necessary corporate action.

By signing below, you acknowledge that you have read, understand, and agree to be bound by the provisions of this Service Agreement, **including the Terms and Conditions and Transfer on Death Instructions for the account as set forth on the following pages.**

This Service Agreement has been executed by the parties below on the signing date.

Print Owner Name	Print Owner Name
Print Owner Title <i>Required (E.G., Trustee, Guardian, Conservator)</i>	Print Owner Title <i>Required (E.G., Trustee, Guardian, Conservator)</i>
Owner Signature	Owner Signature
X	X
Today's Date <i>MM DD YYYY</i>	Today's Date <i>MM DD YYYY</i>
X	X

BancFirst , an Oklahoma banking corporation	
By	Date
Title	

ACCOUNT TITLES

Individual Account

When an Account is designated on the Service Agreement as an Individual Account, Owner is the sole owner of the Account and is the only person authorized to conduct business on the Account, unless a Power of Attorney has been filed with BancFirst. Upon the Owner's death, BancFirst will pay the funds to the Owner's estate.

Individual Transfer on Death Accounts

Same as Individual Accounts Except: Upon the Owner's death, BancFirst will pay the funds to the beneficiary(ies) named in the Transfer on Death Form.

Joint Tenants with Right of Survivorship Accounts

When an Account is designated on the Service Agreement as Joint Tenants with Right of Survivorship, each Owner can make deposits, withdrawals, and conduct business with respect to the Account without the knowledge or consent of the other Owner(s). Each Owner agrees that each person named on the Account has an equal ownership in the Account, unless BancFirst was provided, at the time Account was opened, with a written agreement by the parties stating otherwise. Upon the death of any Owner, the Account belongs to the surviving Owner(s), without regard for the deceased Owner's will. BancFirst requires authorization from all Owners to add a new Owner to the Account. BancFirst will not delete any Owner from an Account without that Owner's written consent. Upon the surviving Owner's death, BancFirst will pay the funds to the surviving Owner's estate.

Joint Tenants with Right of Survivorship Transfer on Death Accounts

Same as Joint Tenants with Right of Survivorship Accounts Except: BancFirst requires authorization from all Owners to add a new Owner to the Account and to name or change a Designated Beneficiary. BancFirst will not delete any Owner from an Account without that Owner's written consent. Upon the surviving Owner's death, BancFirst will pay the funds to the beneficiary(ies) named in the Transfer on Death Form.

Tenants in Common Accounts

When an Account is designated on the Service Agreement as Tenants in Common, each Owner can make deposits, withdrawals, and conduct business with respect to the Account without the knowledge or consent of the other Owner(s). Each Owner agrees that the Account is equally owned by each Owner, unless BancFirst was provided, at the time Account was opened, with a written agreement by the parties stating otherwise. Upon the death of any Owner, an equal share of the Account belongs to each surviving Owner and to the deceased Owner's estate. Upon learning of the death of Owner, surviving Owner agrees to notify BancFirst promptly that Owner has died. Additionally, surviving Owner agrees not to withdraw more than his/her share of the assets held in the Account. When BancFirst learns of the death of Owner, surviving Owner agrees that:

1. BancFirst can withdraw the deceased Owner's share of the Account as of the date of death and establish a new Account in the name of the deceased Owner's estate.
2. The date of death balance will be equal to the balance of the Account on BancFirst's records at the close of business on the day the Owner died, less any outstanding receivables or payables which clear the Account within ten (10) days after the date of death and which are dated prior to the date of death.
3. BancFirst can remove the deceased Owner's name from the title of the Account.
4. BancFirst will not be liable to deceased Owner's estate if surviving Owner(s) withdraws, after the death of Owner, more than his/her share of the Account. Owner will hold BancFirst harmless from any and all expenses and damages BancFirst may suffer by reason of Owner's breach of his/her obligations hereunder.

Trust Account

When an Account is designated on the Service Agreement as a Trust Account, the named Trustee(s) is the sole owner of the Account and is the only person authorized to conduct business on the Account. In the case of Co-Trustees, both signatures shall be required to transact business, unless otherwise provided in the Trust Agreement. BancFirst is not responsible for the proper application of any funds by the Trustee. The death of a Trustee shall not terminate this Agreement. The successor Trustee named in the Trust shall provide a written document accepting his position as successor Trustee.

Corporations, Partnerships, Estates, Guardianships, Limited Liability Company, Non-Profit Corporations, and Associations/Clubs

If the Owner is a corporation, trust, partnership, estate, guardianship, government, limited liability company, non-profit corporation or association/club, every person affixing his/her signature to the Service Agreement contract represents and agrees: (a) that he/she is fully authorized to execute the Service Agreement in the capacity stated on the Service Agreement; and (b) that Owner will furnish to the BancFirst such certified resolutions, partnership agreements, trust agreements, trust instruments or other documents as BancFirst may request to evidence such authority. BancFirst will not establish an account in the name of a trust unless BancFirst is provided a copy of the trust agreement or a certificate of trust prior to opening the Account.

Uniform Transfer to Minors Account

When an account is designated as a Uniform Transfer to Minors Account, the Owner acts as custodian for the minor. The custodian controls the Account, but all asset in the Account belong to the minor. There can only be one custodian and one minor named on the Account. When the minor reaches age 18, the custodian is required by law to turn the Account over to the minor, PROVIDED, HOWEVER, distribution may be delayed until a specified time after the minor attains age 18, but not later than when the minor attains age 21. The age for distribution, if other than age 18, must be specified when the transfer to the Account is made. BancFirst will not give the minor Account information or access to the Account, which is the responsibility of the custodian. If the custodian dies or resigns as custodian, a successor may be appointed in accordance with Oklahoma state law.

TERMS AND CONDITIONS FOR CUSTODIAL ACCOUNTS

The Owner has delivered to the Custodian the assets listed in Schedule A attached hereto and made a part hereof, the receipt of which is acknowledged by the Custodian, which are to be held by the Custodian together with other properties ("the Custodial Property"), upon the following terms and conditions.

- **Safekeeping:** The Custodian will provide safekeeping and accounting services for the Custodial Property. The Custodian is authorized to hold securities in the name of a nominee so that transfer may be effected by delivery.
- **Trading:** Custodian shall have no investment authority, nor any duty or obligation to supervise or advise Owner on the investments in the Account.
- **Liability/Indemnity:** The Custodian will not be liable to the Owner for any losses or unfavorable results arising from its compliance with the Account Owners direction.
- **Deposits:** (a) Until the Owner gives contrary written instructions, the income produced by the Custodial property shall be added to the custodial property. (b) The Custodian will collect the proceeds of securities, which are sold, have matured or have been called for prepayment or redemption and retain such proceeds as part of the Custodial Property. Securities or other property received through exchange, contribution, purchase or otherwise also shall be held as part of the Custodial Property. (c) The Owner may contribute or purchase additional property for the account governed by this Agreement, if such property is acceptable to the Custodian. (d) Fractional shares of stock and denominations of par bonds that cannot be issued in certificate form received as a result of stock splits, dividends, contributions, or otherwise will not be held as Custodial Property but rather will be sold.
- **Withdrawals:** The Owner reserves the right to withdraw any part of the custodial Property after giving notice to the Custodian, and the Custodian will deliver such Custodial Property in accordance with the written instructions of the Owner. For joint accounts, see Guide to Account Titles for rights of Co-Owners.
- **Investments:** The Owner will direct Investment transactions. Owner directs Custodian to invest available cash balances in such short-term money market investment vehicles commonly used by BancFirst from time to time. Owner will not direct any purchases or sales of securities, which are not marketable, nor will Owner, direct any investment changes, which would be illegal under federal, state or local laws. For joint accounts, see Guide to Account Titles for rights of Co-Owners.
- **Notices:** (a) When the Custodian learns that particular securities have been called for prepayment or redemption, the Custodian promptly will notify the Owner. However, if the notice of prepayment or redemption of any such security is not published at least ten (10) business days prior to the call date in a financial service publication to which the Custodian subscribes, the Custodian shall not be liable for any loss or damage caused by delay in actual receipt of such notice. (b) The Owner agrees to provide the Custodian with all relevant information contained in the Prospectus for any security which as an early redemption or to put/option provisions and give the Custodian specific written tender instructions at least ten (10) business days prior to the beginning date of a tender period; otherwise, the Custodian will not be responsible for making delivery of the security for redemption or be liable for any resulting loss. In addition, if the security requires a tender notice, the Owner agrees to notify the Custodian at least (15) business days prior to the deadline date for receipt by the tender agent.
- **Fees and Expenses:** Owner will pay Custodian for all fees and expenses in accordance with the Fee Schedule in effect at the time this Service Agreement is signed, which will be billed or charged monthly. If Owner fails to pay Custodian for any fees and expenses owed within 30 days after invoice, Custodian may charge such fees and expenses to any account of Owner or in the name of the Owner. Custodian may also assess late payment fees for payments past due more than 30 days after invoice. Custodian will notify Owner of any changes to the Fee Schedule or services that materially affect Owner at least thirty (30) days prior to the effective date of such changes. Changes to services (including the Fee Schedule) may be made based upon, but not limited to, technological developments; legislative, regulatory, third party depository or operational changes; or the introduction of new services by the Custodian.
- **Taxes and Withholding:** The Custodian shall not be responsible or liable for determination or payment of any taxes assessed against the custodial Property or the income thereof nor for the preparation or filing any tax returns, other than withholding required by statute or treaty.
- **Termination:** (a) The Owner reserves the right to terminate this Agreement by giving written notice to the Custodian. Within a reasonable time, following such notice the Custodial Property will be delivered as the Owner directs. (b) The Custodian may terminate this Agreement by giving the Owner written notice delivering the Custodial Property to the Owner or as directed by the Owner. (c) The Owners death shall terminate this agreement. Within a reasonable time after notification of the death of Owner, the Custodian shall deliver the Custodial Property to the Owner's duly qualified personal representative. For joint accounts, see Guide to Account Titles for rights of Co-Owners. For TOD accounts, see Transfer on Death form.

SCHEDULE A

Custodial Agency Fee Schedule

Annual Custoday Fee

Base fee is \$1,200 annually per account.

Fees will be calculated and charged monthly to the account.

Additional Service Fees

- Wire transfer fee \$25.00 per outgoing wire
- Check/ACH transfer fee \$7.00 per outgoing item
- Record balance of advanced funds by grantee Add \$15.00 to outgoing wire/check/ACH item

Charges set forth in this schedule are minimum charges for usual and customary services. If unusual or special services are required, additional charges may be made in accordance with the amount of work required and the responsibility assumed. BancFirst reserves the right to charge a fee for the partial or total revocation or termination of an account. This fee will be based on the time, cost and services rendered.

Real Estate and mineral interests are subject to separate fee schedules. If individual Co-Trustees or outside advisors are named to serve with the bank, their compensation, if any, shall be in addition to that of the bank. For any unique assets, including, but not limited to, closely-held business interests and limited partnerships, fees will be based on the amount of work required and the responsibility assumed.

BancFirst may receive shareholder servicing and other administrative fees with respect to the Customer's shares of the mutual funds from such funds, their distributors or investment advisors. These fees are set forth in the prospectuses of the mutual funds.

The above fee schedule is subject to revision.

AGENDA ITEM 3D(4)

RESOLUTION

WITH:

Federal Emergency Management Agency

PURPOSE:

Resolution authorizing an application for funding assistance through the Federal Emergency Management Agency Cooperating Technical Partners Program for flood risk assessment and mapping

**A RESOLUTION OF THE OKLAHOMA WATER RESOURCES BOARD
AUTHORIZING AN APPLICATION FOR FUNDING ASSISTANCE THROUGH THE
FEDERAL EMERGENCY MANAGEMENT AGENCY COOPERATING TECHNICAL
PARTNERS PROGRAM FOR FLOOD RISK ASSESSMENT AND MAPPING**

WHEREAS, the United States Department of the Homeland Security, Federal Emergency Management Agency (“FEMA”) has implemented the Cooperating Technical Partners (“CTP”) Program to provide grant funds to strengthen the effectiveness of the National Flood Insurance Program (“NFIP”) and reduce flood risk with quality hazard identification and risk assessment data;

WHEREAS, the objectives of the CTP Program are to support the mission and objectives of the NFIP’s Flood Hazard Mapping Program through FEMA’s flood hazard identification and risk assessment programs, including the Risk Mapping, Assessment and Planning (“Risk MAP”) initiative and to deliver quality data that increases public awareness of flood risk and leads to action that reduces flood risk to life and property.

WHEREAS, FEMA has solicited proposals for non-mandatory cost-shared financial assistance from State governments including the District of Columbia, Territories, County governments, City or township governments, Special district governments, Federally recognized tribal governments, Public Housing Authorities/Indian housing authorities, Nonprofits with 501(c)(3) IRS status other than institutions of higher education, and Institutions of higher education as defined by section 101 of the Higher Education Act of 1965 (20 U.S.C. § 1001) for projects to develop;

WHEREAS, the Oklahoma Water Resources Board (“Agency”) has identified itself as an eligible applicant under FEMA’s CTP Program, Funding Opportunity Number: DHS-23-MT-045-06-01;

WHEREAS, the Agency is pursuing grant funding assistance under the CTP Program in an amount up to \$400,000.00 to provide technical, planning, design, and project management activities related to floodplain mapping and flood risk data development;

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

1. The Board has reviewed the scope and purpose of the funding application and finds that the Project will serve the needs of the people of Oklahoma and satisfy the goals of the CTP Program, and on that basis, supports the staff’s submittal of the grant proposal to FEMA.
2. No Agency cost share or matching funds are required by the CTP Program.
3. Pursuant to state policy, the Agency has sought and received approval from the Office of the Secretary of Energy and Environment in order to pursue this funding opportunity.
4. The Board hereby ratifies the action of its Chief Financial Officer or his designee of the Agency in applying for financial assistance from FEMA’s CTP Program and authorizes the Chief Financial Officer or his designee to execute any related document, including a cooperative financial assistance agreement with FEMA.

5. The Chief Financial Officer and staff are directed to take all other actions necessary to secure funding for the Project under the CTP Program, including working with FEMA to meet established deadlines for entering into a cooperative financial assistance agreement.

PASSED AND ADOPTED by the Oklahoma Water Resources Board on the ____th day of _____.
2023:

Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

AGENDA ITEM 3D(5)

RESOLUTION

WITH:

Federal Emergency Management Agency

PURPOSE:

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

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

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

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

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

WHEREAS, the Oklahoma Water Resources Board (“Agency”) has identified itself as an eligible applicant under FEMA’s CAP-SSSE Grant Program, Funding Opportunity Number: DHS-23-[MT]-[023]-[06]-[01].

WHEREAS, the Agency is pursuing grant funding assistance under the CAP-SSSE grant program in an amount up to \$261,162.75 to provide training, technical assistance, compliance assistance and disaster response assistance to NFIP participating communities in the State of Oklahoma.

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

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

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

PASSED AND ADOPTED by the Oklahoma Water Resources Board on the ____th day of _____.
2023:

Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

AGENDA ITEM 3D(6)

RESOLUTION

WITH:

Federal Emergency Management Agency

PURPOSE:

Resolution authorizing an application for funding assistance through the Federal Emergency Management Agency National Dam Safety Program State Assistance Grant Program to establish and maintain effective state dam safety programs.

**A RESOLUTION OF THE OKLAHOMA WATER RESOURCES BOARD
AUTHORIZING AN APPLICATION FOR FUNDING ASSISTANCE THROUGH
THE FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL DAM SAFETY PROGRAM STATE ASSISTANCE GRANT PROGRAM**

WHEREAS, the United States Department of the Homeland Security, Federal Emergency Management Agency (“FEMA”) has implemented the National Dam Safety Program (“NDSP”) to provide grant funds to establish and maintain effective state dam safety programs.

WHEREAS, FEMA has solicited proposals for financial assistance from state dam safety programs that are authorized by state legislation and working toward meeting specific criteria and budgeting requirements.

WHEREAS, the Oklahoma Dam Safety Program understands that assistance may not be provided to a State under this program for a fiscal year unless the State maintains the aggregate expenditures of the State from all other sources for programs to ensure dam safety for the protection of human life and property at or above a level equal to the average annual level of such expenditures for the two fiscal years preceding the current fiscal year.

WHEREAS, the Oklahoma Water Resources Board (“Agency”) has identified itself as an eligible applicant under FEMA’s NDSP Grant Program, Funding Opportunity Number: DHS-23-[MT]-[041]-[00]-[99].

WHEREAS, the Agency is pursuing grant funding assistance under the NDSP grant program in an amount up to \$343,957.00 to provide maintenance of an effective state dam safety program intended to ensure dam safety, protect human life and property, and improve the state of the practice of dam safety and risk management.

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

1. The Board has reviewed the scope and purpose of the funding application and finds that the Project will serve the needs of the people of Oklahoma and satisfy the goals of the NDSP program, and on that basis, supports the staff’s submittal of the grant proposal to FEMA.
2. There is no Cost Match or Cost Share requirement for this program.
3. Pursuant to state policy, the Agency has sought and received approval from the Office of the Secretary of Energy and Environment in order to pursue this funding opportunity.
4. The Board hereby ratifies the action of its Chief Financial Officer or his designee of the Agency in applying for financial assistance from FEMA’s NDSP Grant Program and authorizes the Chief Financial Officer or his designee to execute any related document, including a cooperative financial assistance agreement with FEMA.
5. The Chief Financial Officer and staff are directed to take all other actions necessary to secure funding for the Project under the NDSP Grant Program, including working with

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

PASSED AND ADOPTED by the Oklahoma Water Resources Board on the ____th day of _____.
2023:

Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

AGENDA ITEM 3D(7)

AMENDMENT TO JOINT FUNDING AGREEMENT

WITH: United States Geological Survey

PURPOSE: To increase the funding for Hydrogeologic Investigation and Simulation of Groundwater Flow and availability in the Salt Fork Arkansas River Alluvial Aquifer, North-Central Oklahoma.

AMOUNT: Not to exceed \$19,515.50

TERM: Through September 30, 2024



United States Department of the Interior

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

June 12, 2023

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

Dear Mr. Neel:

Enclosed is Modification 2 to our Joint Funding Agreement #18C4SH0030000000 for the Hydrogeologic Investigation and Simulation of Groundwater Flow and Availability in the Salt Fork Arkansas River Alluvial Aquifer, North-Central Oklahoma with the Oklahoma Water Resources Board and the U.S. Geological Survey.

This amendment includes an increase in USGS funding in the amount of \$19,515.50. The totals for this agreement are OWRB, \$600,643; and USGS, \$270,277.50. Please indicate your acceptance of the agreement by signing this enclosed document and returning a copy to Julie Murray at jamurray@usgs.gov.

Please contact Shana Mashburn at 405-664-6557 or shanam@usgs.gov if you have technical questions concerning the project or other natural resource issues. Administrative questions can be directed to OT WSC, Admin Section at GS-W-OT_OTADMIN@usgs.gov.

Sincerely,

Timothy H. Raines
Director

Enclosures-1
Modification 18C4SH00030000000-02

003140

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

JFA No.
Amendment No. 2 SO 77513
Cust No. 600000284
TIN:
Cost Center: GGESSJ0000

This amendment is for the agreement dated 8/7/2018.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for Hydrogeologic Investigation and Simulation of Groundwater Flow and Availability in the Salt Fork Arkansas River Aluvial Aquifer, North-Central Oklahoma agreement to increase USGS funding adding \$19,515.50.

2. Paragraph 2a of the agreement is hereby X increased/ decreased by \$ 19,515.50 to read as follows:

(a) \$ 270,277.50 by the party of the first part during the period August 7, 2018 to September 30, 2024.

Paragraph 2b of the agreement is hereby increased/ decreased by \$ 0 to read as follows:

(b) \$ 600,643 by the party of the second part during the period August 7, 2018 to September 30, 2024.

Billing for this agreement will be rendered Quarterly. Payments of bills are due within 60 days after billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)

**UNITED STATES
DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY**

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

by _____
(Signature)
Timothy H. Raines

(Name)
Director, OTWSC

(Title)

by _____
(Signature)

(Name)

(Title)

Date _____

3. SUMMARY DISPOSITION AGENDA ITEMS

WATER RIGHTS ADMINISTRATION DIVISION
AND
ENGINEERING AND PLANNING DIVISION

July 18, 2023

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Temporary Permits to Use Groundwater

July 18, 2023

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
2022-551 8/8/2022	Leslie B. Chester	2	Caddo County, Rush Springs	148 acres Section 34, T6N, R9WIM	Irrigation, commercial Sale for municipal water, And Oil and gas mining 296 a.f.

WATER RIGHTS ADMINISTRATION DIVISION
Applications for Regular Permits to Use Groundwater

July 18, 2023

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
2022-539 6/24/2022	Nicolaas & Johanna Vos	2	Texas County, Ogallala-Panhandle	393.33 acres Sections 6, 8, T4N, R19ECM	Irrigation 786.66 a.f.
2022-576 11/18/2022	City of Tishomingo	3	Johnston County, Arbuckle-Simpson	2,010 acres Sections 3, 4, 5, 8, T2S, Sections 33, 34, T1S, R6EIM	municipal 400 a.f.
2022-577 11/21/2022	Marc and Dana Voth	2	Texas County, Ogallala-Panhandle	315.7 acres Sections 30, 31, T6N, R19ECM	Irrigation 631.4 a.f.

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

July 18, 2023

APP. NO. & DATE FILED	NAME OF APPLICANT	NUMBER OF WELLS	COUNTY & BASIN	LAND DEDICATED	PURPOSE & AMOUNT RECOMMENDED
1994-515 08/27/2022	Louis, Robert, and Steven Long	3	Texas County, Ogallala-Panhandle	297 acres Sections 16, 17, T4N, R16ECM	Irrigation, agriculture 594 a.f.

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

July 18, 2023

APP. NO. & DATE FILED	NAME OF APPLICANT	POINTS OF DIVERSION	COUNTY & STREAM SYSTEM	PURPOSE & AMOUNT RECOMMENDED
2022-015 06/28/2022	John and Sandy Wyatt Living Trust	One point of diversion on Deer Creek in Section 5, T12N, R13WIM	Caddo County SS 2-6-3	irrigation, 40 a.f.

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

July 18, 2023

DPC NUMBER	NAME OF FIRM	CERTIFIED ACTIVITIES	OPERATORS
New Licenses, Accompanying Operator Certificates and Activities:			
None			
New Operators, License Name Change, and/or Activities for Existing Licenses:			
DPC-0063	Hoffman Water Wells	Groundwater wells, Monitoring wells, And Geothermal wells	Arthur Parrish OP-2384

ENGINEERING AND PLANNING DIVISION
Applications to Construct, Enlarge, Repair or
Alter Dam and/or Spillway

July 18, 2023

NID. NO. & COUNTY	NAME OF APPLICANT & NAME OF PROJECT	PLANS & SPECS PREPARED BY	HAZARD CLASSIFICATION	LEGAL DESCRIPTION
OK10642	City of Cushing	Stephen C. Gose, P.E.	High	Sec. 28, T18N, R4EIM
Payne County	Spillway Removal	Gose & Associates		

The applicant request approval for the removal of the spillway of a high hazard potential dam that was originally built in 1950. The dam is listed in the National Inventory of Dams as being 48 feet tall, 3044 acre-feet of normal storage, with a maximum impoundment capacity of 7050 acre-feet.

In 2019 the spillway of the dam was undercut causing the lake to drain. After the breach, the dam was studied, and it was determined that it was not feasible for the city to restore the dam. A large section of the spillway is proposed to be removed so that the structure will not retain or impound any water during storm flows. This will remove it from being listed as an OWRB jurisdictional dam. Debris from the breach will be removed and the spillway floor will be rubblized, with excess rubble being used for stabilization of the east abutment. The existing embankment south of the breached spillway will be left in place.

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

July 18, 2023

Application NO.	NAME OF APPLICANT	LOCATION	PROJECT NARRATIVE
FP-2023-10	ODOT	Cleveland County	Replacement of two existing bridges of SH-9 over Bishop Creek

ENGINEERING AND PLANNING DIVISION
Floodplain Administrator Accreditation Applications

July 18, 2023

NUMBER	NAME OF COMMUNITY	FLOODPLAIN ADMINISTRATOR
FPA-838	Pittsburg County	Catherine Bailey-Morgan
FPA-403	Kingfisher County	David Treanor
FPA-476	Sequoyah County	Mark Fisher
FPA-839	Pittsburg County	Sandy Cross
FPA-741	Washington County	Noah Groves
FPA-534	Mayes County	Randy Plumlee
FPA-755	Blaine County	Stephanie Stephens

5. SPECIAL CONSIDERATION

WATER RIGHTS ADMINISTRATION DIVISION

July 18, 2023

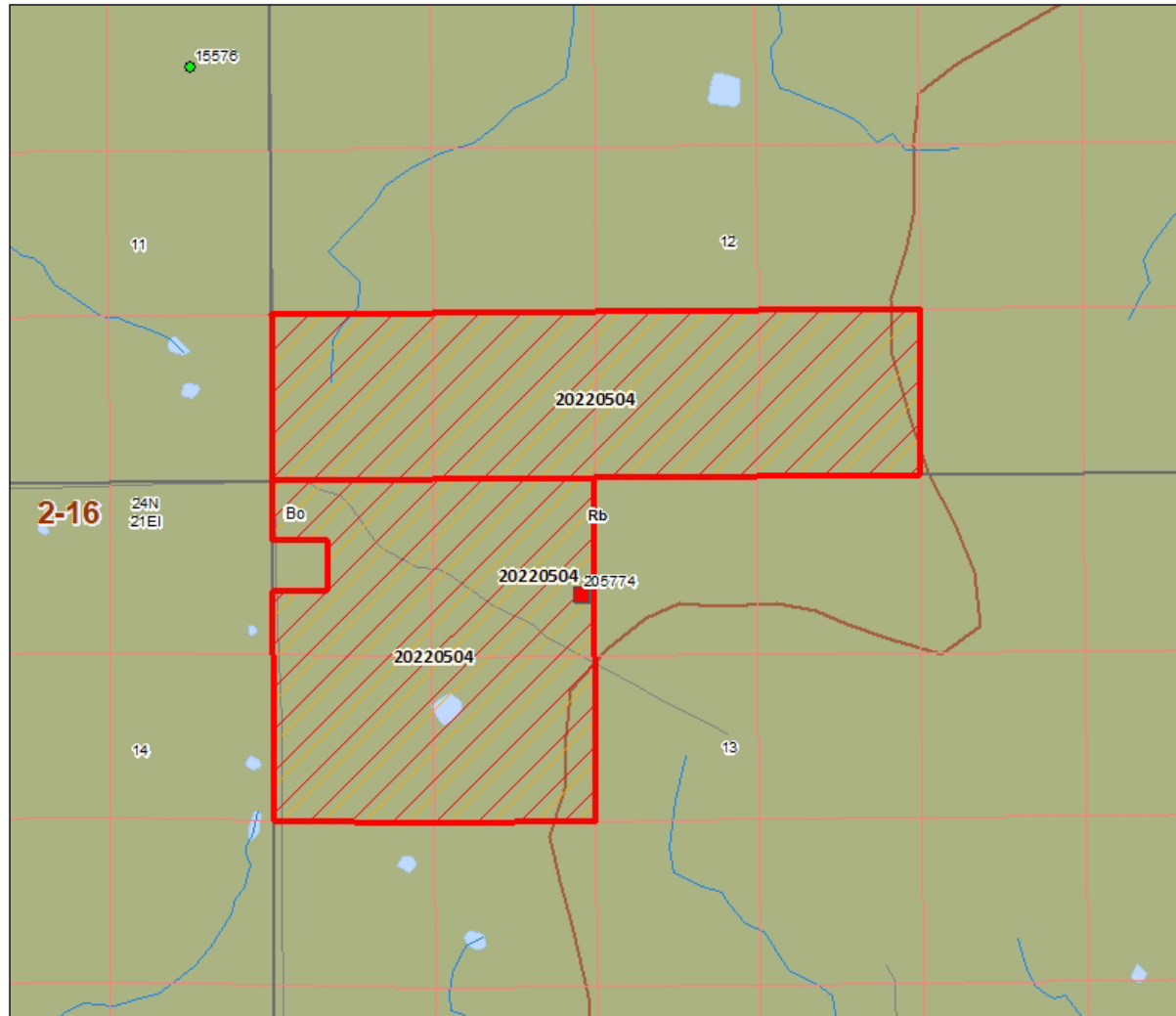
WATER RIGHTS ADMINISTRATION DIVISION
Application for a Temporary Limited Quantity Groundwater Permit

July 18, 2023

NUMBER & DATE	COUNTY	NAME OF APPLICANT	RECOMMENDATION
2022-504 02/07/2022	Craig County	True Yang and Pakou Xiong	Approval of Proposed Order

1. True Yang & Pakou Xiong c/o Judy Xiong, 31122 S. 4480 Rd, Vinita, OK 74301 has filed an application, #2022-504, with the Oklahoma Water Resources Board (Board) for a permit to use 0.964 acre-feet of groundwater per year. The groundwater is proposed to be used for Irrigation (outdoor marijuana grow) & Agricultural (indoor marijuana grow) purposes and to be withdrawn from thirty-nine (39) acres in the NW NW of Section 13, and forty (40) acres in the S2 S2 SW of Section 12; all in T24N, R21EIM, Craig County. The groundwater will be used in Craig County as more specifically described in the application. The applicant intends to withdraw the groundwater from one (1) existing well located in the NE NW NW of Section 13, T24N, R21EIM, Craig County. Wells and dedicated lands are located over the Boone & Roubidoux groundwater basins. The applicant gave proper Public Notice, the application was protested, and an administrative hearing was held April 19, 2023. The hearing examiner recommends approval, **after proof of notice of application to Heartland Tower Inc. is provided to the Board and if no protest is filed by Heartland Tower Inc.**

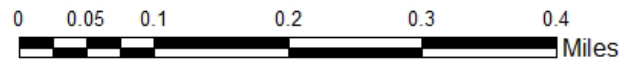
Groundwater Application: Permit #20220504 - True Yang- Craig County



Legend

- Well location
 - / Dedicated Lands
 - Townships
 - Sections
 - Q3 Grid
 - Reported Well Logs
- ### OWRB Permits
- Groundwater, Pending
- ### OWRB Dedicated Lands
- Groundwater, Pending
- ### Cities
- City
 - ⊙ County Seat
 - Town
 - County Roads
 - Streams and Rivers
 - Lake/Pond
 - 2-16, Grand (Neosho) River
- ### OWRB Major A quifers
- Rb - Roubidoux
- ### OWRB Minor A quifers
- Bo - Boone
 - USGS Principal Aquifers

Created by: JC
Date: 7/6/2023



BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

In the Matter of the Application of)
True Yang and Pakou Xiong for a) Application No. 2022-504
Temporary Limited Quantity)
Groundwater Permit in Craig County, Oklahoma)

PROPOSED
FINDINGS OF FACT, CONCLUSIONS OF LAW AND BOARD ORDER

INTRODUCTION

This matter arises out of the Application No. 2022-0504 (“Application”) filed by True Yang and Pakou Xiong (“Applicants”) for a Temporary Limited Quantity Groundwater Permit. The Application seeks a temporary permit authorizing the use of 0.964 acre-feet of groundwater annually for irrigation and agriculture. William A. Smith (“Protestant Smith”) and Fiasco Farm (James Monroe, Sally Monroe, and Janelle Monroe) (“Protestant Monroe”) submitted protests to the Application and the matter was set for hearing April 19, 2023.

A hearing was held at the Oklahoma Water Resources Board Office, Oklahoma City, OK. After the hearing was adjourned, the matter was taken under advisement. A proposed Order was prepared, served on the parties, and presented to the Board for consideration and action.

Based upon the separately stated Findings of Fact and Conclusions of Law that follow, the Board determines that the Application should be granted if proof of notice of the Application to Heartland Tower Inc. is provided to the Board and if a protest is not filed by Heartland Tower Inc., as follows.

BACKGROUND

2. On February 7, 2022, Applicants submitted an application for a Temporary Limited Quantity Permit, which was given the Application number 2022-504. The Application sought to withdraw 0.964 acre-feet of groundwater from their property in Craig County, Oklahoma for the purpose of irrigation (outdoor grow) and agriculture (indoor grow) of marijuana.

3. Pursuant to the Application, groundwater was to be withdrawn from one (1) existing well (Log No. 205774) located on the Applicants property located in the NE NW NW of Section 13, T24N, R21EIM, Craig County, Oklahoma.

4. To support this Application, Applicants submitted a Joint Tenancy Warranty Deed (Book 0704 Page 441), Attorney’s Certificate, and Survey Plat. The Joint Tenancy Warranty Deed was signed on April 17, 2020, from Ada Marie McKnight Successor Trustee of The Mary Frances Armentrout Revocable Trust UID September 21, 2009 to True Yang and Pakou Xiong.

5. Applicants made revisions to the Application as necessary by Board rules and statute. Applicants also submitted a Commercial Grower License and surface estate owner's map and Craig County Reports for notification purposes.

NOTICE OF APPLICATION

6. On June 23, 2022, Board staff notified Applicants that the Application had been reviewed and directed Applicants to give notice of the Application by hand delivery or mailed by certified mail, return receipt requested, to surface estate owners of lands located within 1,320 feet of the outside boundary of each ten acre-tract of wells subject of the Application. *See* Exhibit No. 3.

7. Notice of the Application was sufficiently delivered by certified U.S. mail to the Protestants. Notice of the Application was delivered by certified U.S. mail to Protestant Monroe on August 8, 2022, and Protestant Smith on August 4, 2022, surface estate owners of land located within 1,320 feet of the outside boundary of each ten acre-tract of wells subject of the Application. Evidence of this services was demonstrated by the Affidavit of Notification by Certified Mail identifying the above listed surface owners by name and mailing address and the return receipts submitted to the Board. *See* Exhibit No. 4.

8. Notice of the Application was delivered by certified U.S. mail to Gus Duwel on August 4, 2022, James Hinkle on August 4, 2022, William Smith on August 4, 2022, Richard Woodward on August 5, 2022, Kennell Workman on August 4, 2022, and Neavin Wright (tracking number 7021 2720 0000 0459 5857) on August 5, 2022, surface estate owners of land located within 1,320 feet of the outside boundary of each ten acre-tract of wells subject of the Application. Evidence of this services was demonstrated by the Affidavit of Notification by Certified Mail identifying the above listed surface owners by name and mailing address and the return receipts submitted to the Board and the U.S. Postal Service Certified Mail Receipt with tracking number. *See* Exhibit No. 4.

9. Notice of the Application was mailed by certified U.S. mail, tracking number 7021 2720 0000 0459 5833, to Ruth Prine, surface estate owner of lands located within 1,320 feet of the outside boundary of each ten acre-tract of wells subject of the Application and was returned as unclaimed. *See* Exhibit No. 4. Notice of the Application was mailed to 31493 S. 4490 Rd Afton, OK 74331, the address listed on the Craig County Report. *See* Exhibit No. 1 and 4. Evidence of this service was demonstrated by the Affidavit of Notification by Certified Mail identifying the above listed surface owner by name and mailing address along with the U.S. Postal Service Certified Mail Receipt with tracking number. *See* Exhibit No. 1 and 4.

10. Although Notice of the Application initially appeared to be sufficient, notice of the Application may not have been given to Heartland Tower Inc. surface estate owner of adjoining land located within 1,320 feet from the location of the well associated with the permit. Heartland Tower Inc. is property owner #8 on Exhibit No. 1 but is not listed on the Affidavit of Notification by Certified Mail Exhibit No. 4 and a return receipt was not submitted to the Board for Heartland Tower Inc. *See* Exhibit No. 1 and 4.

PROTEST

11. Protestant Smith and Protestant Monroe protested the Application and were made parties herein.

HEARING

12. The hearing was held on April 19, 2023, at the Oklahoma Water Resources Board Office, Board Room, 2nd Floor, 3800 North Classen Boulevard Oklahoma City, OK. Applicants True Yang and Pakou Xiong appeared in person with counsel Felina Rivera. Protestant William Smith did not appear. Janelle Monroe, Protestant Monroe, appeared in person. The hearing was opened, appearances were entered, witnesses were sworn, exhibits were entered, evidence and arguments were heard, and the hearing was adjourned. Thereafter, a proposed order was prepared, served on the parties, and presented to the Board for consideration at its July 18, 2023 meeting.

13. The following Oklahoma Water Resource Board exhibits were admitted into evidence without objection: Exhibit No. 1, Application No. 2022-0504; Exhibit No. 2, Ownership Documents; Exhibit No. 3, Notice of Application; Exhibit No. 4, Proof of Service; Exhibit No. 5, Protest Letter Smith; Exhibit No. 6, Protest Letter Monroe; Exhibit No. 7, Map; and Exhibit No. 8, Notice of Hearing. Applicants Exhibit No. 1, Google Map, was admitted into evidence at the hearing without objection.

FINDINGS OF FACT

Upon its evaluation of the testimony and documentary exhibits offered or officially noticed during the hearing, the Board hereby makes the following findings of fact:

NOTICE OF THE APPLICATION AND HEARING

14. Notice of Hearing was sent to all interested parties by certified US Mail on March 19, 2023. The Notice of Hearing gave a date, time, and location for the administrative hearing and explained the nature of the administrative hearing and the issues that would be presented. *See* Exhibit No. 8.

15. Notice of the Hearing was sufficiently delivered by certified U.S. mail to the Protestants and Applicants. Notice of the Application was delivered by certified U.S. mail to Protestant Monroe on March 22, 2023, and Protestant Smith on March 24, 2023. Evidence of this services was demonstrated by the Notice of Hearing with Certificate of Mailing, U.S. Postal Service Certified Mail Receipt with tracking number and the return receipts. *See* Exhibit No. 8.

A. OWNERSHIP

16. Applicants asserted ownership of the following tract which they sought to dedicate to their Application: 39 acres in the NW NW of Section 13, T24N, R21EIM in Craig County and 40 acres in the S2 S2 SW of Section 12, T24N, R21EIM in Craig County. In support of the Applicants assertion of ownership, there is a Joint Tenancy Warranty Deed recorded on Book 0704

Page 441 of the records of the County Clerk of Craig County, Oklahoma, and an Attorney's Certification. *See* Exhibit No. 2. Ownership was not disputed at the hearing.

B. LANDS LOCATED OVER GROUNDWATER BASIN

17. Upon their initial review of the Application, Board staff determined that the tract at issue overlies the Boone & Roubidoux groundwater basins. This was not disputed at the hearing.

C. BENEFICIAL USE

18. The proposed use of the groundwater is for irrigation and agriculture of the land dedicated to the permit. The intended use is to grow outdoor and indoor marijuana. There was no evidence introduced to indicate that Applicants use of the groundwater was not for irrigation and/or agriculture of land dedicated to the permit.

D. WASTE

BY DEPLETION

19. The proposed use of the groundwater is for irrigation and agriculture of the land dedicated to the permit.

20. Protestant Monroe asserted that they were not certain whether or not the water use would dry up their well, which is their only water resource. Concerned for the future because of how much water they hear marijuana growers use. The concern is their water being depleted and not being able to water their animals, gardens, and orchards.

21. Applicants argued that the hearing is not about depletion of water it is about where the water well is located compared to the Protestants well.

22. There was no evidence that in the future Applicants will take more fresh groundwater than is authorized by the permit; take or use fresh groundwater in any manner so that the water is lost for beneficial use; transport the water from the wells to the place of use in such a manner that there is an excessive loss in transit; allow any fresh groundwater to reach a pervious stratum and be lost into cavernous or pervious materials encountered in a well; drilling wells; or use the water for air conditioning or cooling purposes without providing facilities to aerate and reuse such water.

BY POLLUTION

23. No testimony was presented that there would be any waste of groundwater by pollution.

WELL SPACING

24. Well spacing rules set by the Board require that the well be located at a distance of at least 1,320 feet from existing wells or proposed well location on lands of another unless a well location exception is granted.

25. Protestant Monroe argued that they were not certain whether the Applicants well is the required 1,320 feet away from their well. Protestant Monroe stated that their well sits at the back of their property about 200 feet from the property line of the Applicants.

26. The Applicants stated that they had requested discovery of GPS coordinates or a legal description of where Protestant Monroe's well is but did not receive the discovery. Protestant Monroe stated that she was not able to provide the requested information when Oklahoma Water Resources Board Assistant General Counsel Richard Cole contacted her because she was in Texas and did not have access to the records. She further stated that she did not arrive home until shortly before the hearing.

27. Applicants provided evidence that the well is greater than 1,320 feet away from the Protestants property line through Applicants Exhibit No. 1. The Applicants measured their water well compared to where Protestant Monroe's property line is and their well it over the required 1,320 feet. *See* Applicants Exhibit No. 1. The Applicants used Google maps and obtained the property line information from the Application, Exhibit #1 page 5. Google map is from the Applicants' well to the property line of Protestant Monroe.

28. Protestant Monroe testified that the property line and the well in Applicants Exhibit No. 1 looks pretty accurate because the white dot near the top is Protestant Monroe's barn and you can see the property line because of the trees. Additionally, that Protestant Monroe's well sites pretty much where the coordinates are, at the 1487.55 ft.

CONCLUSIONS OF LAW

Based upon applicable law, and as applied to the above Findings of Fact and evidence in the record, the Board draws the following Conclusions of Law:

29. Notification of the Application for a limited quantity groundwater permit was properly given as required by law to all owners of land within the applicable well spacing distance except for Heartland Tower Inc., in accordance with 82 O.S. §§ 1020.8 and 1020.10(B), OAC 785:30-3-4, and OAC 785:30-5-4.1(b).

30. Notice of the Hearing was given to all interested parties in accordance with OAC 785:30-3-4.

USE OF GROUNDWATER

31. Under 60 O.S. § 60, the owner of the surface of a given tract of land owns the fresh groundwater beneath the surface of the land. The surface owner or lessee may use such groundwater in accordance with the use regulations imposed by the Oklahoma Groundwater Law, 82 O.S. §§ 1020.1 et seq.

SUBJECT MATTER JURISDICTION

32. The Board has subject matter jurisdiction to adjudicate applications for permits according to the Oklahoma Groundwater Law and the Board's rules promulgated pursuant thereto.

PERSONAL JURISDICTION; DUE PROCESS

33. Due and proper notice of the Application and subsequent proceedings was given to all potentially interested persons as required by law except for Heartland Tower Inc. Applicant and Protestants are interested parties to this proceeding. All other potentially interested persons have defaulted or abandoned their interests except for Heartland Tower Inc., pursuant to Oklahoma Administrative Code ("OAC") 785:4-7-3.

34. Protestant Smith is deemed to be in default and to have abandoned his interest by his failure to appear either in person, by representative, or by legal counsel pursuant to OAC 785:4-7-3.

ELEMENTS TO BE DETERMINED

35. When a person makes an application for a groundwater permit, 82 O.S. § 1020.9 and OAC 785:30-3-5 requires the Board to determine several specific issues. These are:

- A. Whether the applicant owns the surface of the dedicated land or has a valid lease or other legal authority for the taking of groundwater from the land;
- B. Whether the dedicated land overlies a fresh groundwater basin or subbasin;
- C. Whether the applicant's intended use for the water is a beneficial use; and
- D. That waste by depletion and waste by pollution as specified in 82 O.S. § 1020.15 will not occur.

Additionally, wells are required to be at least 1,320 feet of an authorized existing well proposed well location on lands of another, unless a well location exception is granted, pursuant to OAC 785: 30-3-6.

If the Board finds for the applicant on all these issues, the rules provides that the Board shall approve the application and issue the appropriate permit, pursuant to 82 O.S. §§ 1020.9 and 1020.10.

A. OWNERSHIP

36. Based on the information submitted in the Application and at the hearing, the Board concludes that Applicants provided evidence of their right to take groundwater from the land, in the form of ownership documentation.

B. LANDS LOCATED OVER GROUNDWATER BASIN

37. The dedicated land overlies the Boone & Roubidoux groundwater basin.

C. BENEFICIAL USE

38. “Beneficial Use” is defined in OAC 785:30-1-2 as “the use of such quantity of stream or groundwater when reasonable intelligence and reasonable diligence are exercised in its application for a lawful purpose and as is economically necessary for that purpose. Beneficial uses include but are not limited to municipal, industrial, agricultural, irrigation, recreation, fish and wildlife, etc.” “Irrigation use” is defined in OAC 785:30-1-2 as “use of water for the production of food, fiber, crops, timber, fruits, nuts; and water applied to pastures, fields, landscaping, horticulture services, and golf courses.” “Agriculture use” is defined in OAC 785:30-1-2 as “water used for livestock, poultry, fish farms, fish hatcheries, veterinary services, feed lots, etc. (see also “Irrigation use”).”

39. The facts in this case establish that Applicants proposed use meets the definition of beneficial use and the beneficial use was not challenged. The Board concludes that Applicants proposed use is a beneficial use under applicable law.

D. WASTE

BY DEPLETION

40. The Board must determine whether Applicants will allow waste as specified by 82 O.S. § 1020.15 to occur.

41. The Board acknowledges Protestant Monroe’s verbal concern about the groundwater supply in the areas and that existing water wells could be adversely affected by Applicants withdrawal of groundwater from the same basin. However, there is no basis in this case to determine that Applicants proposed use will be impermissible or unlawful. The legislative policy expressed in the Oklahoma Groundwater Law is “to utilize the groundwater resources of the state.” 82 O.S. § 1020.2(A). To implement that policy, the Oklahoma Groundwater Law authorizes the controlled reduction of a groundwater basin as long as the reduction is done in an orderly fashion according to the statutory scheme for reasonable restrictions on such use. The surface owner or lessee of land overlying a fresh groundwater basin is entitled to use the groundwater beneath the surface once certain elements of the Oklahoma Groundwater Law have been met. Here the Application is in accordance with and not contrary to the law and rules.

42. The Board concludes that waste by depletion will not occur if the Application is approved.

BY POLLUTION

43. The provisions of 82 O.S. § 1020.15(A)(7) provide the Board shall not permit any groundwater user to commit waste by “[p]ermitting or causing the pollution of a fresh water strata or basin through any act which will permit fresh groundwater polluted by minerals or other waste to filter or otherwise intrude into such a basin or subbasin.” As stated above, there was no evidence presented that waste by pollution would occur by the granting of this Application.

44. The Board concludes that waste by pollution will not occur.

WELL SPACING

45. The Board require that a well be located at a distance of at least 1,320 feet from existing wells or proposed well location on lands of another unless a well location exception is granted, pursuant to OAC 785:30-3-6.

46. The Board concludes that the Applicants existing well (Log No. 205774) is more than 1,320 feet from Protestant Monroe's well.

CONCLUSION

47. Proof of notification of the Application for a limited quantity groundwater permit to Heartland Tower Inc., in accordance with 82 O.S. §§ 1020.8 and 1020.10(B), OAC 785:30-3-4, and OAC 785:30-5-4.1(b) needs to be provided to the Board before the Application can be approved.

48. The Board hereby orders that the Application for a Temporary Groundwater Permit No. 2022-504 filed by True Yang and Pakou Xiong shall be **APPROVED after proof of notice of application to Heartland Tower Inc. is provided to the Board and if no protest is filed by Heartland Tower Inc.**

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED the Application for a Temporary Limited Quantity Groundwater Permit No. 2022-504 filed by True Yang and Pakou Xiong shall not be hindered by the Protestors, however, the Application cannot be approved until after proof of notice of application to Heartland Tower Inc. is provided to the Board and a protest is not filed by Heartland Tower Inc. If proof of notice of application to Heartland Tower Inc. is provided to the Board and no protest is filed by Heartland Tower Inc. the Application for a Temporary Groundwater Permit No. 2022-504 is hereby approved. If Heartland Tower Inc. files a protest in accordance with OAC 785:4-5-4, a separate hearing limited to Heartland Tower Inc. as a protestant will be held. A permit shall be issued which authorizes one (1) existing well (Log No. 205774) located on the Applicants property located in the NE NW NW of Section 13, T24N, R21EIM, Craig County, Oklahoma, if proof of notice of application to Heartland Tower Inc. is provided to the Board and a protest is not filed by Heartland Tower Inc.

IT IS FURTHER ORDERED that all other terms and provisions set forth in the Application and not inconsistent with provisions of this Order shall be incorporated into and made a part of the permit.

IT IS SO ORDERED by the Oklahoma Water Resource Board in regular and open meeting this ____ day of _____, 2023.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo, Chairman

ATTEST:

Suzanne Landess, Secretary

(SEAL)