

**CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
AGENDA FOR REGULAR MEETING**

**Kyle Arthur, General Manager  
12500 Alameda Dr  
Norman, OK 73026**

**TIME: 6:30 P.M.  
THURSDAY, June 3, 2021**

TO ACCOMMODATE THE PUBLIC, INCLUDING PRESENTERS OF AGENDA ITEMS, WHO WISH TO PARTICIPATE BUT NOT TO ATTEND THE MEETING IN PERSON, VIDEOCONFERENCE AND TELECONFERENCE CAPABILITY IS BEING MADE AVAILABLE. ALTHOUGH THIS ACCOMMODATION IS PROVIDED, MEMBERS OF THE PUBLIC INCLUDING PRESENTERS ARE WELCOME TO ATTEND THE MEETING IN-PERSON.

TO PARTICIPATE AND LISTEN TO THE MEETING BY TELEPHONE, CALL TOLL FREE, 1-866-899-4679 ENTER ACCESS CODE: 629-958-629

TO PARTICIPATE AND LISTEN VIA A COMPUTER, SMARTPHONE, OR TABLET, GO TO  
[HTTPS://GLOBAL.GOTOMEETING.COM/JOIN/629958629](https://global.gotomeeting.com/join/629958629)

BOARD MEETING PACKET CAN BE FOUND ON WEBSITE: COMCD.NET

**A. CALL TO ORDER AND ROLL CALL**

**B. STATEMENT OF COMPLIANCE WITH OPEN MEETING ACT**

**C. ADMINISTRATIVE:**

1. STATUS REPORT OF THE DEL CITY PIPELINE PROJECT FROM ALAN PLUMMER ASSOCIATES, INC
2. DISCUSSION ON ATTENDANCE POLICY

**D. ACTION: PURSUANT TO 82 OKLA. STATUTES, SECTION 541 (D) (10), THE BOARD OF DIRECTORS SHALL PERFORM OFFICIAL ACTIONS BY RESOLUTION AND ALL OFFICIAL ACTIONS INCLUDING FINAL PASSAGE AND ENACTMENT OF ALL RESOLUTIONS MUST BE APPROVED BY A MAJORITY OF THE BOARD OF DIRECTORS PRESENT, A QUORUM BEING PRESENT, AT A REGULAR OR SPECIAL MEETING. THE FOLLOWING ITEMS MAY BE DISCUSSED, CONSIDERED AND APPROVED, DISAPPROVED, AMENDED, TABLED OR OTHER ACTION TAKEN:**

3. MINUTES OF THE REGULAR BOARD MEETING HELD ON THURSDAY, MAY 6, 2021, AND CORRESPONDING RESOLUTION
4. FINANCIAL STATEMENTS FOR OPERATING ACCOUNTS FOR APRIL 2021, AND CORRESPONDING RESOLUTION
5. LETTER OF ENGAGEMENT OF FINLEY & COOK, PLLC TO PERFORM FY 20-21 FINANCIAL AUDIT, AND CORRESPONDING RESOLUTION
6. CONTRACT BETWEEN THE BUREAU OF RECLAMATION AND THE DISTRICT FOR DELIVERY OF TEMPORARY WATER, AND CORRESPONDING RESOLUTION
7. MEMORANDUM AGREEMENT WITH OWRB AND USGS FOR STREAM GAGING FISCAL YEAR ENDING JUNE 2022, AND CORRESPONDING RESOLUTION
8. REVISED AND UPDATED PERSONNEL POLICY MANUAL, AND CORRESPONDING RESOLUTION
9. POSSIBLE EXECUTIVE SESSION FOR THE PURPOSE OF CONFIDENTIAL COMMUNICATION REGARDING THE EMPLOYMENT, HIRING, APPOINTMENT, PROMOTION, DEMOTION, DISCIPLINING OR RESIGNATION OF ANY INDIVIDUAL SALARIED PUBLIC OFFICER OR EMPLOYEE, IN THIS CASE THE GENERAL MANAGER OF THE DISTRICT, PURSUANT TO 25 O.S. § 307 (B) (1) OF THE OKLAHOMA OPEN MEETING ACT; CHAIR DESIGNATION OF STAFF TO ATTEND EXECUTIVE SESSION AND TO TAKE MINUTES
10. RETURN TO OPEN SESSION AND POSSIBLE ACTION DEEMED APPROPRIATE, IF ANY, ARISING FROM DISCUSSIONS HELD IN EXECUTIVE SESSION CONCERNING MATTERS PERTAINING TO EMPLOYMENT, HIRING, APPOINTMENT, PROMOTION, DEMOTION, REVIEW, DISCIPLINING OR RESIGNATION OF THE GENERAL MANAGER OF THE DISTRICT

**E. DISCUSSION**

**11. LEGAL COUNSEL'S REPORT.**

**12. GENERAL MANAGER'S REPORT.**

**13. NEW BUSINESS (ANY MATTER NOT KNOWN PRIOR TO THE MEETING AND WHICH COULD NOT HAVE BEEN REASONABLY FORESEEN PRIOR TO THE POSTING OF THE AGENDA)**

**F. ADJOURN**

Item C.2

RESOLUTION  
OF  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
REGARDING PANDEMIC ATTENDANCE POLICY FOR BOARD MEMBERS

WHEREAS, a quorum of the Board of Directors of the Central Oklahoma Master Conservancy District met in a regular meeting, discussed and considered an attendance policy for Board members effective during a pandemic.

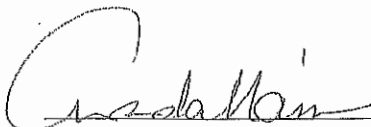
WHEREAS, Article 4, Section 6, of the District's Bylaws provide that failure of a Director to attend three (3) consecutive meetings or to attend 50% of the regular or special meetings in a calendar year, without valid excuse as determined by the Board, shall be good cause for removal of a Director.

WHEREAS, the Board should approve a policy that determines as valid the excuse for failure to attend an in-person meeting by a Director to be health concerns of the Director and virus exposure relating to a pandemic including the COVID-19 pandemic emergency declared by the Governor.

WHEREAS, a Director who does not choose to attend an in-person meeting of the Board due to health concerns relating to a declared pandemic emergency should contact the President of Board or District staff a week before a scheduled Board meeting about the Director's health concerns.

IT IS HEREBY RESOLVED that the attendance policy for Board members effective during a pandemic declared as an emergency by the Governor is approved.

APPROVED by a majority of Board members present on this 3<sup>rd</sup> day of December, 2020.

  
Amanda Nairn, President



Section 5. Any Director may resign office upon giving the Board of Directors written notice.

Section 6. Any Director shall be subject to removal from office for cause according to law. Failure of a Director to attend three (3) consecutive meetings of the Board, or to attend fifty percent (50%) of the regular and/or special meetings within any calendar year, without valid excuse as determined by the Board, or violation of Section 8 of this article, and other grounds provided by law shall be good cause for removal of a Director. Should any Director be removed from office, a successor shall be selected and appointed as provided by law. During the time that any Director may be suspended from office by order of a court of competent jurisdiction, the majority of the remaining members of the Board shall constitute a quorum for the transaction of business and no proceedings of said Board shall be invalidated by virtue of any suspension, absence, failure to vote, or other lack of concurrence of said suspended member, notwithstanding that such member may be subsequently reinstated.

Section 7. Each member of the Board of Directors shall be entitled to the sum of Fifty (\$50.00) Dollars for each regular, special, or emergency meeting of the Board attended by them.

Section 8. Persons who are employees of the District or who are (1) under contract with the District or are (2) a majority or minority owner (other than a passive shareholder), manager, or employee of an entity under contract with the District, or who are (3) under subcontract with an entity under contract to the District, for the performance of some service for the District for hire, shall not be eligible for membership on the Board. No member of the Board shall furnish, in exchange for

Item D.3

**MINUTES OF REGULAR BOARD MEETING  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT**

**Thursday, May 6, 2021**

**Location- 2801 E Hwy 9 Norman OK 73071**

**Main Ballroom, Salon JKL**

In accordance with Senate Bill 1031, an Act relating to the Oklahoma Open Meeting Act; amending 25 O.S. 2011, Sections 307.1 and 311, as last amended by Sections 3 and 4, Chapter 3, O.S.L. 2020 (25 O.S. Supp. 2020, Sections 307.1 and 311), which relate to videoconferences and teleconferences and notice; reinstating certain temporary provisions; specifying expiration date of temporary provisions; requiring publication of certain documents or materials; prohibiting modification of method of public meeting under certain circumstances; and declaring an emergency, the Central Oklahoma Master Conservancy District hosted a virtual meeting option for the Regular Board Meeting on May 6, 2021 at 5:30 P.M. using the following options:

Teleconference dial in number 1-877-309-2073, access code 870-201-997

Videoconference <https://global.gotomeeting.com/join/870201997>

Board Meeting packet can be found on website: comcd.net

**A. Call to Order**

President Amanda Nairn called the meeting to Order at 5:30 pm.

**Roll Call:**

President Amanda Nairn  
Vice President Casey Hurt (videoconference)  
Treasurer Jann Knotts  
Secretary Michael Dean  
Board Member Roger Frech  
Board Member Kevin Anders (videoconference)  
Board Member William Janacek (videoconference)

Board Members Absent:  
None

Staff Present:  
Kyle Arthur, General Manager  
Kelley Metcalf, Office Manager  
Tim Carr, Operations & Maintenance Supervisor  
Dean Couch, Legal Counsel

Guests:  
Alan Swartz, Alan Plummer & Associates  
Dr. Robert Nairn, OU School of Civil Engineering & Environmental Science  
Dr. Robert Knox, OU School of Civil Engineering & Environmental Science  
17 OU Students (sign in sheet available by request)  
Paul Streets  
Don Maisch  
Geri Wellborn  
Chris Mattingly

Carrie Evenson  
Michele Loudenback  
Morgan Wolfe

Videoconference/telephone guests:  
19 guests (list available upon request)

**B. Statement of compliance with Open Meeting Act**

Kelley Metcalf, Office Manager, stated the notice of the monthly board meeting had been posted in compliance with the Open Meeting Act.

**C.1. Status report of the Del City Pipeline Project from Alan Plummer Associates, Inc. (Alan Swartz, Oklahoma Area Leader)**

Alan Swartz reported:

General:

- Substantial Completion was achieved on April 19<sup>th</sup>
- The Project Walk-through was completed on May 3<sup>rd</sup> and the punch list is being prepared

Line 1:

- Project area has been seeded
- Fences have been replaced/reinstalled
- Miscellaneous appurtenances are being finished (painting piping in ARV/BOV vaults, installation of stem extensions, etc.)

Line 2:

- Project area has been seeded
- Miscellaneous appurtenances are being finished (painting piping in ARV/BOV vaults, installation of stem extensions, etc.)

Line 3:

- The final compressed fit liner pull under I-240 was completed after significant dewatering efforts
- Some fences and gates have been installed
- Several areas have been seeded
- Miscellaneous appurtenances are being finished (painting piping in ARV/BOV vaults, installation of stem extensions, etc.)

Mr. Arthur stated the required forms will be completed and delivered to DEQ and DEQ will inform OWRB. In March, a construction interest payment was made in the amount of \$200,850.52. This was due in March if construction had not been completed per the loan agreement.



## **C.2. Presentation of Capstone Project from University of Oklahoma**

The OU Environmental Science and Engineering Capstone class gave a presentation to the Board.

Dr. Robert Nairn thanked the COMCD Board for allowing the presentation tonight. He introduced Dr. Robert Knox and M'Kenzie Dorman. He stated that the senior students are taught a real-world project. The students identify and define the project. The project was worked on for more than a year. The project is team-driven. The goal was to have it benefit the student's education and be beneficial for the District. Three different teams were formed, Enviro-Shield Solutions, H<sub>2</sub>OU Engineering and Jay Engineering. The teams used 20-years' worth of water quality data that OWRB performed at Lake Thunderbird (2000 to 2020). The teams also took samples at Lake Thunderbird in March 2021.

The presentation opened with a framing of the issues to be analyzed and addressed, including an introduction to the watershed and the past/current water quality challenges, followed by a discussion of the methods utilized. Each team then presented their results.

Enviro-Shield recommended constructed wetlands and bioretention basins to reduce sediment loading, total phosphorus (TP), total nitrogen (TN) and total suspended solids (TSS) and listed corresponding loading reductions and costs.

H<sub>2</sub>OU Engineering recommended constructed wetlands and pervious pavement to achieve reductions in TN, TP and TSS, as well as pervious pavement for watershed level mitigation.

Jay Engineering recommended constructed wetlands as well, to address TN, TP and TSS. Further, they recommended shoreline revegetation to mitigate shoreline erosion, thereby decreasing sediment loading and, additionally, creating opportunities for nutrient uptake by the plant species.

Q&A followed.

President Nairn called for a 5-minute break at 6:42 PM. The meeting reconvened at 6:55 PM.

**D. Action:** PURSUANT TO 82 OKLA. STATUTES, SECTION 541 (D) (10), THE BOARD OF DIRECTORS SHALL PERFORM OFFICIAL ACTIONS BY RESOLUTION AND ALL OFFICIAL ACTIONS INCLUDING FINAL PASSAGE AND ENACTMENT OF ALL RESOLUTIONS MUST BE APPROVED BY A MAJORITY OF THE BOARD OF DIRECTORS PRESENT, A QUORUM BEING PRESENT, AT A REGULAR OR SPECIAL MEETING.

## **D.3. Consideration and possible approval of minutes of the Regular Board Meeting held on Thursday, March 4, 2021**

The minutes were reviewed and finding those in good order as presented, Michael Dean made a motion seconded by Roger Frech to approve the Resolution.

Roll call vote:

President Amanda Nairn	Yes
Vice President Casey Hurt	Yes
Treasurer Jann Knotts	Yes
Secretary Michael Dean	Yes
Member William Janacek	Yes
Member Roger Frech	Yes
Member Kevin Anders	Yes

Motion Passed

**D.4. Consideration and possible approval of minutes of Special Board Meeting held on Tuesday, March 23, 2021**

President Nairn found an error. The Special Meeting was held on Tuesday, March 23, 2021, not Thursday, March 23, 2021. After reviewing the documents and finding them in good order as corrected, Michael Dean made a motion seconded by Roger Frech to approve the Resolution.

Roll call vote:

President Amanda Nairn	Yes
Vice President Casey Hurt	Yes
Treasurer Jann Knotts	Yes
Secretary Michael Dean	Yes
Member William Janacek	Yes
Member Roger Frech	Yes
Member Kevin Anders	Yes

Motion Passed

**D.5. Consideration and possible approval of financial statements for operating account for February 2021**

Treasurer Knotts pointed out that there was a typo on page 1 of the balance sheet. Del City pipeline costs for the month should be \$663,448.41 instead of \$863,448.41. An adjusting entry was made to prior years' equity to conform the equity accounts to the auditor's balance sheet. Several new accounts have been added. Most of the \$229,802.99 increase in assets is due to the current overfunding of the District's pension plan.

The District received a \$46,231.12 refund from Bureau of Reclamation for unused funds to support possible title transfer.

Finding the financial statement in good order as amended Jann Knotts made a motion seconded by Michael Dean to approve the Resolution.

Roll call vote:

President Amanda Nairn	Yes
Vice President Casey Hurt	Yes
Treasurer Jann Knotts	Yes
Secretary Michael Dean	Yes
Member William Janacek	Yes
Member Roger Frech	Yes
Member Kevin Anders	Yes

Motion Passed

**D.6. Consideration and possible approval of financial statements for operating account for March 2021**

Treasurer Knotts pointed out the first construction interest payment, in the amount of \$200,850.52, was made on the Del City pipeline project, resulting in an increase to the fixed asset.

Personnel costs have decreased due to a District employee's passing.

Ms. Knotts remarked that the Consultants and Engineers' budget line has not yet been utilized. Mr. Arthur explained that Worth Hydrochem will be invoicing the District soon for consulting and engineering for the programming and deployment of the new HMI software, Ignition.

On the LPL Financial statement there is a negative \$10,000+ outflow. Mr. Arthur reminded the Board that the Budgeting Policy, approved by the Board in November 2020, states if the CEEF balance is greater than or equal to \$4,000,000 interest earnings will be transferred to the O&M account to offset costs to the cities. This payment is the first monthly installment resulting from the implementation of that policy. Each month's deposit of earnings will vary slightly.

Finding the financial statement in good order as presented Jann Knotts made a motion seconded by Roger Frech to approve the Resolution.

Roll call vote:

President Amanda Nairn	Yes
Vice President Casey Hurt	Yes
Treasurer Jann Knotts	Yes
Secretary Michael Dean	Yes
Member William Janacek	Yes
Member Roger Frech	Yes
Member Kevin Anders	Yes

Motion Passed

**D.7. Consideration and possible approval of contract between Bureau of Reclamation and the District for delivery of temporary water, and corresponding Resolution**

President Nairn had 2 requests to table item D.7 and D. 8 until the June board meeting. Ms. Nairn made a motion seconded by Roger Frech to table item D.7 and D. 8.

Roll call vote:

President Amanda Nairn	Yes
Vice President Casey Hurt	Yes
Treasurer Jann Knotts	Yes
Secretary Michael Dean	Yes
Member William Janacek	Yes
Member Roger Frech	Yes
Member Kevin Anders	Yes

Motion Passed

**D.8. Consideration and possible approval of contract between the District and City of Norman Utilities Authority for delivery of temporary water, and corresponding Resolution**

See D.7 above

**D.9. Consideration and possible approval of contract extension to Alan Plummer & Associates and corresponding Resolution**

Mr. Arthur reported that the construction timeframe has extended beyond the 12-month contract period anticipated, and continued construction management services including continuation of field activities, general contract administration, and project management are needed by Plummer through the end of the construction phase. The amendment agreement allows for \$11,927.10 additional compensation. Mr. Arthur told the Board he believes it is an appropriate request and recommended approval to the Board. Michael Dean made a motion seconded by Jann Knotts to approve the Resolution.

Roll call vote:

President Amanda Nairn	Yes
Vice President Casey Hurt	Yes
Treasurer Jann Knotts	Yes
Secretary Michael Dean	Yes
Member William Janacek	Yes
Member Roger Frech	Yes
Member Kevin Anders	Yes

Motion Passed

**D.10. Consideration and possible approval of transferring items deemed surplus to Oklahoma Tourism and Recreation Department and corresponding Resolution**

Mr. Arthur reminded the Board that at the February meeting they approved items for surplus. At that time, Mr. Hurt made a recommendation to ask Tourism and Recreation if they could use any of the items on the list. Tourism responded that they could use two items. Therefore, Mr. Arthur and Mr. Couch are recommending approval of a resolution by the Board to formalize the transfer of the following items:

1. Welder (serial # MA270036L)
2. Power washer (serial # 0615-1225)

Michael Dean made a motion seconded by Roger Frech to approve the Resolution.

Roll call vote:

President Amanda Nairn	Yes
Vice President Casey Hurt	Yes
Treasurer Jann Knotts	Yes
Secretary Michael Dean	Yes
Member William Janacek	Yes
Member Roger Frech	Yes
Member Kevin Anders	Yes

Motion Passed

**E.11. Legal Counsel's Report**

- Assisted Kyle and Tim in reviewing ESO generator bid documents and drafted notice of award and contract documents in anticipation of board action on ESO bid
- Participated in conference call on March 11 about ESO bid issues, and participated in the March 23 special meeting on consideration of generator bid award and contract
- Reviewed sales tax exemption certificate for generator acquisition and provided form to Kyle to provide to ESO for generator acquisition
- Reviewed statute regarding disposal of surplus property of the District to a state agency and requirements for transfer and communication with Kyle about the same
- Initiate review of records retention policy and review Kristen Brightmire comments about same
- Review and comment to Kelley about March 23 special board meeting agenda language
- Review and provide comments on draft temporary water contract between the District and Bureau and draft new contract for temporary water supply between District and Norman to ensure consistency with Bureau contract
- Review original contract and amendments to Alan Plummer contract and prepared draft amended contract using language from draft provided by Alan Swartz along with summary of contracts and amendments previously approved
- Researched and provided information to Kyle about signatories needed for Plummer contract
- Reviewed draft agenda for May 6 meeting and prepared draft resolution for Kelley

#### **E.12. General Manager's Report**

Please see document titled "Manager's Report" in the packet.

Item not included in report: Mr. Arthur stated the profit from the surplus items in the most recent auction was just under \$85,000.

#### **E.13. New business (any matter not known prior to the meeting and which could not have been reasonably foreseen prior to the posting of the Agenda)**

President Nairn informed the Board that all public body meetings in Oklahoma will have to be in-person again starting on June 3, 2021. The June board meeting is tentatively scheduled to be in Midwest City. President Nairn requested Mr. Arthur and Mr. Couch to review the attendance policy regarding pandemic attendance for board members.

#### **F. Adjourn**

There being no further business, President Nairn adjourned the meeting at 7:47 P.M.

RESOLUTION  
OF  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
REGARDING OFFICIAL ACTION

WHEREAS, a quorum of the Board of Directors of the Central Oklahoma Master Conservancy District met in a regular meeting and considered approval of minutes of a previous meeting.

IT IS HEREBY RESOLVED that minutes of the regular board meeting held on Thursday, May 6, 2021, are approved.

APPROVED by a majority of Board members present on this 3rd day of June 2021.

Item D.4.

05/09/21

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

Balance Sheet  
As of April 30, 2021

	Apr 30, 21	Mar 31, 21	\$ Change
<b>ASSETS</b>			
Current Assets			
Checking/Savings			
1023-BANCFIRST #3940 & #0014	2,121,979.84	2,084,499.32	37,480.52
1050-LPL FINANCIAL			
1051-LPL ACCT# -2885 AT MARKET	4,316,218.86	4,285,846.35	30,372.51
Total 1050-LPL FINANCIAL	4,316,218.86	4,285,846.35	30,372.51
Total Checking/Savings	6,438,198.70	6,370,145.67	68,053.03
Accounts Receivable			
1800-GRANTS RECEIVABLE	32,500.12	32,500.12	0.00
1900-ASSESSMENTS RECEIVABLE			
1901-DEL CITY	49,713.31	99,426.63	-49,713.32
1903-POWER	13,406.25	32,812.50	-16,406.25
Total 1901-DEL CITY	66,119.56	132,239.13	-66,119.57
1905-MIDWEST CITY			
1906-OPERATIONS AND MAINTENANCE	254,230.12	254,230.12	0.00
1907-POWER	132,300.00	132,300.00	0.00
Total 1905-MIDWEST CITY	386,530.12	386,530.12	0.00
1909-NORMAN			
1910-OPERATIONS AND MAINTENANCE	137,812.86	275,625.73	-137,812.87
1911-POWER	48,693.75	97,387.50	-48,693.75
Total 1909-NORMAN	186,506.61	373,013.23	-186,506.62
Total 1900-ASSESSMENTS RECEIVABLE	639,156.29	891,782.48	-252,626.19
Total Accounts Receivable	671,656.41	924,282.60	-252,626.19
Other Current Assets			
1920-(BANCFIRST)-DWSRF ESCROW	8,337.53	240.81	8,096.72
1951-DWSRF REPYMT DUE-CURRENT	80,391.21	86,169.29	-5,778.08
Total Other Current Assets	88,728.74	86,410.10	2,318.64
Total Current Assets	7,198,583.86	7,380,838.37	-182,254.52
Fixed Assets			
2000-WATER SUPPLY ASSETS			
BUILDING AND STRUCTURES	54,811.23	54,811.23	0.00
DAM AND RESERVOIR	4,605,177.00	4,605,177.00	0.00
EQUIPMENT AND FENCE	31,209.74	31,209.74	0.00
NEW DEL CITY PIPELINE	6,604,324.44	6,579,791.03	24,533.41
PIPELINE	3,402,225.92	3,402,225.92	0.00
PUMPING PLANT	1,593,951.30	1,593,951.30	0.00
Total 2000-WATER SUPPLY ASSETS	16,291,699.63	16,267,166.22	24,533.41
2010-TRANSFERRED FROM BUREC			
OFFICE FURNITURE & FIXTURES	1,325.00	1,325.00	0.00
SHOP TOOLS	853.00	853.00	0.00
Total 2010-TRANSFERRED FROM BUREC	2,179.00	2,179.00	0.00
2020-OTHER PURCHASED ASSETS			
BUILDINGS,STRUCTURES & ROADS			
OFFICE EQUIPMENT	2,060,361.87	2,060,361.87	0.00
PLANT AND DAM EQUIPMENT	99,280.89	99,280.89	0.00
VEHICLES AND BOATS	5,020,772.17	5,020,772.17	0.00
Total 2020-OTHER PURCHASED ASSETS	7,929,159.10	7,929,159.10	0.00
2030-ALLOWANCE FOR DEPRECIATION			
	-9,656,681.83	-9,623,369.60	-33,312.23
Total Fixed Assets	14,566,355.90	14,575,194.72	-8,778.82
Other Assets			
DEBT ISSUANCE COSTS			
DWSRF REPAYMENTS-NONCURRENT	44,777.00	44,777.00	0.00
NET PENSION ASSET	426,318.36	426,318.36	0.00
Total Other Assets	737,845.36	737,845.36	0.00
TOTAL ASSETS	22,502,785.11	22,693,818.45	-191,033.34

ACCOUNTANT'S NOTES

- Boat dock rent received for the month was \$600.00  
The District received an ASAP Grant of \$5,499.30 (wetlands)  
The District received a payroll tax refund form the IRS of \$176.02

Del City pipeline costs for the month were \$24,553.41  
Year to date Del City pipeline costs are \$3,730,531.10

Monthly advances on the Del City Pipeline loan were \$0.00  
Year to date Del City pipeline loan advances are \$3,824,753.87

Other fixed asset acquisitions during the month:

None \$0.00

Year to date other fixed asset acquisitions total \$17,305.39  
Budgeted asset acquisitions for FYE '21 total \$43,000.00

The preparer of these statements is not a "public accountant", and they are not intended for third party reliance.



05/09/21

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

Balance Sheet  
As of April 30, 2021

	Apr 30, 21	Mar 31, 21	\$ Change
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
4000-CURRENT CLAIMS PAYABLE	30,576.05	30,576.05	0.00
Total Accounts Payable	30,576.05	30,576.05	0.00
Other Current Liabilities			
4000.1-DEFERRED PENSION COSTS	25,963.85	25,963.85	0.00
4000.2-MISC PENSION PAYABLES	3,717.38	3,717.38	0.00
4002-DWSRF INTEREST PAYABLE	7,124.00	7,124.00	0.00
4010-PAYROLL DEDUCTIONS			
4014-RETIREMENT PLAN PAYABLE	5,510.95	5,510.95	0.00
4016-GROUP INSURANCE PAYABLE	1,303.20	1,113.20	190.00
Total 4010-PAYROLL DEDUCTIONS	6,814.15	6,624.15	190.00
4017-COMPENSATED ABSENCES	17,150.38	17,150.38	0.00
4019-CONTRACTS-DUE W/1 YEAR			
4019.3-DWSRF CURRENT PYMTS	94,484.00	94,484.00	0.00
Total 4019-CONTRACTS-DUE W/1 YEAR	94,484.00	94,484.00	0.00
Total Other Current Liabilities	155,253.76	155,063.76	190.00
Total Current Liabilities	185,829.81	185,639.81	190.00
Long Term Liabilities			
4020-CONTRACTS PAYABLE			
4055-DWSRF PAYMENTS			
4075-SUBSEQUENT PAYMENTS	426,318.36	426,318.36	0.00
Total 4055-DWSRF PAYMENTS	426,318.36	426,318.36	0.00
4080-NEW DEL CITY PIPELINE LOAN	5,364,231.40	5,364,231.40	0.00
Total 4020-CONTRACTS PAYABLE	5,790,549.76	5,790,549.76	0.00
Total Long Term Liabilities	5,790,549.76	5,790,549.76	0.00
Total Liabilities	5,976,379.57	5,976,189.57	190.00
Equity			
4802-BOR MANDATED MAINTRESERVE			
4803-RESTRICTED-CAP IMPRVEMENTS	50,000.00	50,000.00	0.00
4806.5 UNRESTRICTED SURPLUS	400,000.00	400,000.00	0.00
4807-UNRESTRICTED SURPLUS			
4808-FYE '21 ADJUSTS-PRIOR YRS	15,210,950.06	15,210,950.06	0.00
Total 4806.5 UNRESTRICTED SURPLUS	229,802.99	229,802.99	0.00
Net Income	15,440,753.05	15,440,753.05	0.00
Total Equity	635,652.49	626,675.63	-191,223.34
	16,526,405.54	16,717,628.68	-191,223.34
TOTAL LIABILITIES & EQUITY	22,502,785.11	22,693,818.45	-191,033.34

05/09/21

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
CURRENT CLAIMS PAYABLE

As of April 30, 2021

	Num	Name	Split	Open Balance
Current				
1		NET PAYROLL		21,056.57
1		BANCFIRST	-SPLIT-	8,324.48
1		OKLAHOMA TAX COMMISSION	-SPLIT-	1,195.00
Total Current		4013-OWIT PAYABLE		30,576.05
> 0				

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
BANCFIRST #3940 & # 0014 ACTIVITY  
April 2021

Type	Date	Num	Name	Memo	Split	Amount	Balance
1023-BANCFIRST #3940 & #0014							
Transfer	4/5/2021			Funds Transfer	1051-LPL ACCT#-2885 AT ...	10,004.50	10,004.50
Check	4/30/2021			BANK CHARGE REFUND	1051-LPL ACCT#-2885 AT ...	3,093.50	13,998.00
Deposit	4/10/2021			BANK CHARGE REFUND	5401-OFFICE SUPPLIES M...	65.99	13,998.00
Check	4/21/2021			STOP PAYMENT CHARGE	5401-OFFICE SUPPLIES M...	-55.91	13,229.90
Check	4/9/2021			Deposit	5401-OFFICE SUPPLIES M...	-27.00	13,137.09
Deposit	4/23/2021			Deposit	4923-BANK INTEREST INC...	13.38	13,138.32
Deposit	4/23/2021			Deposit	4923-BANK INTEREST INC...	1.23	13,155.02
Deposit	4/12/2021			BOAT DOCK	4923-MISCELLANEOUS RE...	600.00	13,755.02
Deposit	4/12/2021			SWEEP FEE REFUND	5401-OFFICE SUPPLIES M...	461.65	14,216.67
Deposit	4/13/2021			ASAP GRANT	4921-MISCELLANEOUS RE...	5,499.30	19,715.97
Deposit	4/12/2021			SWEEP FEE	5401-OFFICE SUPPLIES M...	-481.65	19,234.32
Payment	4/12/2021				1902-OPERATIONS AND M...	49,713.32	68,967.64
Payment	4/13/2021				1903-POWER	6,435.68	75,403.32
Deposit	4/7/2021				1910-OPERATIONS AND M...	137,812.87	213,216.19
Transfer	4/30/2021				1911-POWER	41,077.81	254,294.10
Transfer	4/9/2021				-SPLIT-	5,971.92	260,266.02
Bill Pmt-Check	4/6/2021	1	NET PAYROLL	IRS 941 REFUND	5011-PAYROLL TAXES	176.02	260,442.04
Bill Pmt-Check	4/6/2021	1	BANCFIRST	VOID CHECK #19867--OK T...	NEW DEL CITY PIPELINE	4,865.00	265,327.04
Bill Pmt-Check	4/6/2021	20169	OKLAHOMA TAX COMMISSION	Funds Transfer	1922-BANCFIRST-DIVSRF...	-8,066.72	257,260.32
Bill Pmt-Check	4/6/2021	20170	AT & T MOBILITY	FICA/FWIT THRU 04-10-21	4000-CURRENT CLAIMS PA...	-21,056.57	236,203.75
Bill Pmt-Check	4/6/2021	20171	OKLA EMPLOYMENT SEC. COMM.	OWIT THRU 04/10/21	4000-CURRENT CLAIMS PA...	-3,324.48	227,849.27
Bill Pmt-Check	4/7/2021	20172	THRG Services Inc	287251078709 Two months	4000-CURRENT CLAIMS PA...	-1,195.00	226,654.27
Bill Pmt-Check	4/7/2021	20173	University Of Oklahoma Norman Campus	1st quarter 2021	4000-CURRENT CLAIMS PA...	-1,812.37	223,841.90
Bill Pmt-Check	4/7/2021	20174	CG Technology, Inc	March 15, 2021 thru April 3, 2...	4000-CURRENT CLAIMS PA...	-5,880.00	215,176.37
Bill Pmt-Check	4/7/2021	20175	Batteries Plus Bulbs	1344424	4000-CURRENT CLAIMS PA...	-14,309.82	204,875.55
Bill Pmt-Check	4/7/2021	20176	City of Norman Utility Division	73734	4000-CURRENT CLAIMS PA...	-4.79	204,870.76
Bill Pmt-Check	4/7/2021	20177	OKLA STATE & EDUCATION EMPL. GROU...	Doc # P38024042	4000-CURRENT CLAIMS PA...	-275.69	204,595.07
Bill Pmt-Check	4/7/2021	20178	American Fidelity (FSA)	416325-05/7566	4000-CURRENT CLAIMS PA...	-5.95	204,589.12
Bill Pmt-Check	4/7/2021	20179	LOWE'S HOME CENTERS, INC.	9# 100914 Div# 0759	4000-CURRENT CLAIMS PA...	-97.32	204,491.80
Bill Pmt-Check	4/7/2021	20180	OKLAHOMA MUNI RETIREMENT FUND	Inv # 2096593 MCP 89857	4000-CURRENT CLAIMS PA...	-3,511.26	200,980.54
Bill Pmt-Check	4/7/2021	20181	O.G. & E.	9900 026363 4	4000-CURRENT CLAIMS PA...	-196.00	200,790.54
Bill Pmt-Check	4/7/2021	20182	TRANSCRIPT PRESS, LLC	4-10-21 payroll	4000-CURRENT CLAIMS PA...	199,731.66	199,731.66
Bill Pmt-Check	4/7/2021	20183	OKLAHOMA CONTRACTOR'S SUPPLY	129423600-9	4000-CURRENT CLAIMS PA...	-6,054.79	193,676.87
Bill Pmt-Check	4/7/2021	20184	PHILADELPHIA INSURANCE COS	62014	4000-CURRENT CLAIMS PA...	-30.33	193,646.54
Bill Pmt-Check	4/7/2021	20185	ACE HARDWARE EAST	0364118-IN	4000-CURRENT CLAIMS PA...	-126.56	193,519.98
Bill Pmt-Check	4/7/2021	20186	Velocgo Inc	Inv # 2003007455	4000-CURRENT CLAIMS PA...	-185.00	193,334.98
Bill Pmt-Check	4/7/2021	20187	GVIN Marketing, Inc.	2118	4000-CURRENT CLAIMS PA...	-2,751.00	190,583.98
Bill Pmt-Check	4/7/2021	20188	Mathews Trenching	4-10-21 payroll	4000-CURRENT CLAIMS PA...	-71.85	190,512.13
Bill Pmt-Check	4/7/2021	20189	Cardmember Services	testing services	4000-CURRENT CLAIMS PA...	-999.52	189,542.61
Bill Pmt-Check	4/7/2021	20190	Cardmember Services	XXXX XXXX XXXX 2834	4000-CURRENT CLAIMS PA...	-3,283.49	186,259.12
Bill Pmt-Check	4/7/2021	20191	R.K. Black, Inc.	227190 KLB	4000-CURRENT CLAIMS PA...	4,865.00	181,374.12
Bill Pmt-Check	4/7/2021	20192	Texaco Refining Company	XXXX XXXX XXXX 4512	4000-CURRENT CLAIMS PA...	-1,070.03	180,304.09
Bill Pmt-Check	4/7/2021	20193	Texaco Refining Company	IN340633	4000-CURRENT CLAIMS PA...	-792.00	179,512.09
Bill Pmt-Check	4/7/2021	20194	PEN-EX OIL COMPANY	3905EN Inv # 89857	4000-CURRENT CLAIMS PA...	-955.00	178,559.09
Bill Pmt-Check	4/7/2021	20195	OEC Fiber	CEN	4000-CURRENT CLAIMS PA...	-687.26	178,868.83
Bill Pmt-Check	4/7/2021	20196	GableGowals	7050586200	4000-CURRENT CLAIMS PA...	-57.28	178,112.15
Bill Pmt-Check	4/7/2021	20197	Alan Plummer Associates, Inc.	INV # 48377	4000-CURRENT CLAIMS PA...	-1,373.14	176,739.01
Bill Pmt-Check	4/7/2021	20198	CompSource Mutual	Inv # 48417 1703-004-01 eno...	4000-CURRENT CLAIMS PA...	-740.00	176,014.01
Bill Pmt-Check	4/7/2021	20199	John Deere Financial	Inv # 1023287554	4000-CURRENT CLAIMS PA...	-8,998.72	166,875.29
Bill Pmt-Check	4/7/2021	20200	CHARLES E. WADSWORTH	11112-28103	4000-CURRENT CLAIMS PA...	-2,693.69	163,980.60
Bill Pmt-Check	4/7/2021	20201	AT & T MOBILITY	April 4, 2021 thru 4-17-21	4000-CURRENT CLAIMS PA...	-2,215.55	161,762.05
Bill Pmt-Check	4/7/2021	20202	OEC	287251078709	4000-CURRENT CLAIMS PA...	-33.95	161,728.10
Bill Pmt-Check	4/7/2021	20203	R.K. Black, Inc.	930305800	4000-CURRENT CLAIMS PA...	-6,960.00	154,768.10
Bill Pmt-Check	4/7/2021	20204	O.G. & E.	35857503-2	4000-CURRENT CLAIMS PA...	-480.00	154,288.10
Bill Pmt-Check	4/7/2021	20205	EMC Insurance	Inv L-16100045	4000-CURRENT CLAIMS PA...	-371.19	153,916.91
Bill Pmt-Check	4/7/2021	20206	DCM Internet	1071-20210421-1	4000-CURRENT CLAIMS PA...	-70.00	153,846.91
Bill Pmt-Check	4/7/2021	20207	OKLAHOMA WATER RESOURCES BOARD	INV # 2021302078_21	4000-CURRENT CLAIMS PA...	-275.61	153,570.30
Bill Pmt-Check	4/7/2021	20208				-30,669.98	122,900.32
Bill Pmt-Check	4/7/2021	20209				-58,981.00	63,919.32
Bill Pmt-Check	4/7/2021	20210				-26,965.80	37,480.52
Total 1023-BANCFIRST #3940 & #0014							37,480.52
TOTAL							37,480.52

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
Profit & Loss YTD Comparison

April 2021

	Apr 21	Mar 21	Jul '20 - Apr 21
Income			
4900-ASSESSMENTS			
4901-MUNI SHARE, OPERATING COST			
4902-DEL CITY	0.00	0.00	198,853.27
4903-MIDWEST CITY	0.00	0.00	588,460.26
4904-NORMAN	0.00	0.00	551,251.47
Total 4901-MUNI SHARE, OPERATING COST	0.00	0.00	1,258,565.00
4905-MUNI SHARE, POWER			
4906-DEL CITY	0.00	0.00	66,625.00
4907-MIDWEST CITY	0.00	0.00	264,600.00
4908-NORMAN	0.00	0.00	194,775.00
Total 4905-MUNI SHARE, POWER	0.00	0.00	525,000.00
Total 4900-ASSESSMENTS	0.00	0.00	1,783,565.00
4920-OTHER REVENUES			
4921-MISCELLANEOUS RECEIPTS	6,099.30	600.00	117,413.53
4922- ASSESSMENT ADJUSTMENTS	-17,586.41	0.00	-8,095.48
4923-BANK INTEREST INCOME	9,132.08	12,183.67	100,366.89
4925-DWSRF INTEREST INCOME	193.84	361.34	2,841.03
4930-SECURITIES VALUE ADJUSTS	34,556.36	-6,612.56	77,601.67
Total 4920-OTHER REVENUES	32,395.17	6,532.65	290,127.64
Total Income	32,395.17	6,532.65	2,073,692.64
Expense			
5000-PERSONNEL			
5000.1-EMPLOYEES' WAGES	34,519.47	34,519.47	376,828.58
5009-EMPLOYEES' RETIREMENT	3,727.33	4,021.55	39,275.79
5011-PAYROLL TAXES	3,521.29	2,640.73	30,086.59
5012-TRAINING, EDUCATION&TRAVEL	0.00	6.00	2,326.72
5013-UNIFORM & BOOTS ALLOWANCE	0.00	152.19	1,550.61
5014-EMPLOYEE HEALTH, ETC, INS.	3,622.54	4,196.24	40,708.02
5015-WORKMEN'S COMPENSATION	2,218.55	0.00	2,218.55
5017-SERVICE & SAFETY AWARDS	0.00	0.00	4,950.59
5018-TEMPORARY HELP	0.00	0.00	1,764.00
Total 5000-PERSONNEL	47,609.18	45,536.18	499,708.45
5100-MAINTENANCE			
5101-PLANT& DAM R&M, SUPPLIES	1,403.61	2,653.05	23,082.14
5103-VEHICLE OPS, R&M	1,373.14	2,277.00	14,370.29
5104-BUILDINGS ROADS & GROUNDS	1,214.10	553.33	6,215.77
5106-EQUIPMENT R&M, RENTAL	10.74	266.93	6,990.89
Total 5100-MAINTENANCE	4,001.59	5,750.31	50,659.09
5200-UTILITIES			
5201-TELEPHONE,PAGING,IT SERVIC	2,621.16	1,628.36	20,230.16
5204-ELECTRICITY	826.52	2,324.59	8,316.94
5205-PROPANE	0.00	0.00	1,831.50
5206-WASTE REMOVAL	97.32	97.32	875.88
Total 5200-UTILITIES	3,545.00	4,050.27	31,254.48
5300-INSURANCE AND BONDS			
5301-INSURANCE	61,732.00	0.00	64,474.00
Total 5300-INSURANCE AND BONDS	61,732.00	0.00	64,474.00
5400-ADMINISTRATIVE EXPENSE			
5401-OFFICE SUPPLIES, MATERIALS	798.10	466.42	8,165.48
Total 5400-ADMINISTRATIVE EXPENSE	798.10	466.42	8,165.48
5500-PROFESSIONAL SERVICES			
5501-LEGAL	1,532.00	2,776.00	20,241.00
5502-ACCOUNTING AND AUDIT	480.00	1,200.00	24,070.00
5511-WETLAND-SHORELINE STABILIZ	14,300.82	0.00	-2,598.91
Total 5500-PROFESSIONAL SERVICES	16,312.82	3,976.00	41,712.09
5600-WATER QUALITY SERVICES			
5601-STREAM GAUGING (OWRB)	0.00	0.00	12,400.00
5603-WATER QUALITY MONITORING	26,363.80	0.00	37,662.28
Total 5600-WATER QUALITY SERVICES	26,363.80	0.00	50,062.28
5800-PUMPING POWER			
5976-INTEREST EXPENSE-DWSRF	29,943.79	55,421.53	357,356.27
6000-DEPRECIATION	0.00	1,419.93	2,060.80
	33,312.23	33,312.23	332,587.21
Total Expense	223,618.51	149,932.87	1,438,040.15
Net Income	-191,223.34	-143,400.22	635,652.49

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
Profit & Loss Budget vs. Actual  
July 2020 through April 2021

	Jul '20 - Apr 21	Budget	\$ Over Budget
Income			
4900-ASSESSMENTS			
4901-MUNI SHARE, OPERATING COST			
4902-DEL CITY	198,853.27	198,853.27	0.00
4903-MIDWEST CITY	508,460.26	508,460.26	0.00
4904-NORMAN	551,251.47	551,251.47	0.00
Total 4901-MUNI SHARE, OPERATING C...	1,258,565.00	1,258,565.00	0.00
4905-MUNI SHARE, POWER			
4906-DEL CITY	65,625.00	65,625.00	0.00
4907-MIDWEST CITY	264,600.00	264,600.00	0.00
4908-NORMAN	194,775.00	194,775.00	0.00
Total 4905-MUNI SHARE, POWER	525,000.00	525,000.00	0.00
Total 4900-ASSESSMENTS	1,783,565.00	1,783,565.00	0.00
4920-OTHER REVENUES			
4921-MISCELLANEOUS RECEIPTS	117,413.53		
4922- ASSESSMENT ADJUSTMENTS	-8,095.48		
4923-BANK INTEREST INCOME	100,366.89		
4925-DWSRF INTEREST INCOME	2,841.03		
4930-SECURITIES VALUE ADJUSTS	77,601.67		
Total 4920-OTHER REVENUES	290,127.64		
Total Income	2,073,692.64	1,783,565.00	290,127.64
Expense			
5000-PERSONNEL			
5000.1-EMPLOYEES' WAGES	376,828.59	373,333.32	3,495.26
5009-EMPLOYEES' RETIREMENT	39,275.79	37,916.66	1,359.13
5010-DIRECTORS' EXPENSES	0.00	4,166.66	-4,166.66
5011-PAYROLL TAXES	30,086.59	27,500.00	2,586.59
5012-TRAINING, EDUCATION&TRAVEL	2,325.72	14,583.32	-12,257.60
5013-UNIFORM & BOOTS ALLOWANCE	1,550.61	2,500.00	-949.39
5014-EMPLOYEE HEALTH, ETC, INS.	40,708.02	56,137.50	-15,429.48
5015-WORKMEN'S COMPENSATION	2,218.55	17,958.32	-15,739.77
5017-SERVICE & SAFETY AWARDS	4,950.59	2,458.32	2,492.27
5018-TEMPORARY HELP	1,764.00		
Total 5000-PERSONNEL	499,708.45	536,554.10	-36,845.65
5100-MAINTENANCE			
5101-PLANT& DAM R&M, SUPPLIES	23,082.14	104,166.66	-81,084.52
5103-VEHICLE OPS, R&M	14,370.29	27,083.32	-12,713.03
5104-BUILDINGS ROADS & GROUNDS	6,215.77	16,666.66	-10,450.89
5106-EQUIPMENT R&M, RENTAL	6,990.89	14,166.66	-7,175.77
Total 5100-MAINTENANCE	50,659.09	162,083.30	-111,424.21
5200-UTILITIES			
5201-TELEPHONE,PAGING,IT SERVIC	20,230.16	16,250.00	3,980.16
5204-ELECTRICITY	8,316.94	7,083.32	1,233.62
5205-PROPANE	1,831.50	5,000.00	-3,168.50
5206-WASTE REMOVAL	875.88	666.66	209.22
Total 5200-UTILITIES	31,254.48	28,999.98	2,254.50
5300-INSURANCE AND BONDS			
5301-INSURANCE	64,474.00	37,500.00	26,974.00
5305-TREASURER &EMPLOYEE BONDS	0.00	250.00	-250.00
Total 5300-INSURANCE AND BONDS	64,474.00	37,750.00	26,724.00
5400-ADMINISTRATIVE EXPENSE			
5401-OFFICE SUPPLIES, MATERIALS	8,165.48	12,500.00	-4,334.52
Total 5400-ADMINISTRATIVE EXPENSE	8,165.48	12,500.00	-4,334.52
5500-PROFESSIONAL SERVICES			
5501-LEGAL	20,241.00	50,000.00	-29,759.00
5502-ACCOUNTING AND AUDIT	24,070.00	20,458.32	3,611.68
5503-CONSULTANTS AND ENGINEERS	0.00	33,333.32	-33,333.32
5504-CONSULTANT- TECHNICAL	0.00	0.00	0.00
5507-ENGINEERING-REUSE PROJECT	0.00	0.00	0.00
5511-WETLAND-SHORELINE STABILIZ	-2,598.91		
Total 5500-PROFESSIONAL SERVICES	41,712.09	103,791.64	-62,079.55
5600-WATER QUALITY SERVICES			
5601-STREAM GAUGING (OWRB)	12,400.00	14,666.66	-2,266.66
5603-WATER QUALITY MONITORING	37,682.28	55,000.00	-17,317.72
5607-02 TANK RENTAL-SDOX SYSTEM	0.00	61,666.66	-61,666.66
Total 5600-WATER QUALITY SERVICES	50,062.28	131,333.32	-81,271.04
5800-PUMPING POWER	357,356.27	437,500.00	-80,143.73
5950-ASSET PURCHASES & RESERVES	0.00	35,833.32	-35,833.32
5976-INTEREST EXPENSE-DWSRF	2,060.80		
6000-DEPRECIATION	332,587.21		
Total Expense	1,438,040.15	1,486,345.66	-48,305.51
Net Income	635,652.49	297,219.34	338,433.15

# COMCD

## Account Number [REDACTED] Activity Statement

Values as of April 30, 2021

CENTRAL OKLAHOMA  
MASTER CONSERVANCY DISTRICT  
A NON-PROFIT ORGANIZATION  
12500 ALAMEDA DRIVE  
NORMAN OK 73026

### Investment Objective



Income with Capital Preservation

Your Financial Advisor: Robert Lockard Sr  
580-221-5250 | rob.lockard@LPL.com  
310 W Main St  
Ardmore, OK 73401

Value on January 1, 2021

**\$4,317,124.97**

Value as of last statement 03/31/2021

**\$4,275,641.85**

Value on April 30, 2021

**\$4,316,218.86**

## Account Summary

### Starting Value

Total Change in Value of Assets

Inflows

Outflows

Dividends

Interest

Capital Gains

Other Distributions

Market Fluctuations<sup>1</sup>

**Total Ending Value (April 30, 2021)**

Quarter to Date  
04/01 - 04/30/2021

**\$4,275,641.85**

**\$40,577.01**

—  
**(\$3,093.50)**

**\$320.40**

**\$8,793.75**

—  
—

**\$34,556.36**

**\$4,316,218.86**

Year to Date  
01/01 - 04/30/2021

**\$4,317,124.97**

**(\$906.11)**

**(\$13,098.00)**

**\$2,238.00**

**\$31,440.80**

—  
—

**(\$21,486.91)**

**\$4,316,218.86**

<sup>1</sup> Market Fluctuations reflects the impact of changes in the value of securities held in your LPL Financial account, as well as the impact of any transfers of securities into or out of your account during the statement period.



# Account Holdings As of April 30, 2021

## Cash and Cash Equivalents

Description	Interest / Dividend Paid in April	Interest / Dividend Rate <sup>3</sup>	Current Balance
Cash			\$290,700.00
Insured Cash Account <sup>4</sup>			
Tristate Capital Bank			\$29,804.57
Wells Fargo Bank NA			\$0.01
Total Insured Cash Account	\$0.25	0.010%	\$29,804.58
<b>Total Cash and Cash Equivalents</b>			<b>\$320,504.58</b>

## ETPs, Mutual Funds, Exchange-Traded Closed-End Funds and Interval Funds

Security ID / Description	Quantity Price (\$)	Market Value (\$)	Cost Basis (\$) Purchase Cost (\$) <sup>5</sup>	Unrealized Gain / Loss (\$)	Estimated Annual Income (\$) <sup>a</sup> Est 30-Day Yield <sup>a</sup>
ABALX AMERICAN BALANCED CL A <sup>R</sup>	11,477.539 \$32.15	369,002.87	360,788.54 350,005.00	8,214.33	4,589 1.24%
EALDX EATON VANCE SHORT DURATION GOVT INCOME CL A <sup>R</sup>	30,960.812 \$8.12	251,401.79	251,098.92 250,005.00	302.87	4,350 1.73%
<b>Total of ETPs, Mutual Funds, Exchange-Traded Closed-End Funds and Interval Funds</b>		<b>620,404.66</b>	<b>611,887.46 600,010.00</b>	<b>8,517.20</b>	<b>8,939</b>

<sup>R</sup> Dividends and/or capital gains distributed by this security will be reinvested.

## Corporate Bonds

Security ID / Description	Quantity Price (\$)	Market Value (\$)	Cost Basis (\$)	Unrealized Gain / Loss (\$) Accrued Int (\$)	Estimated Annual Income (\$) <sup>a</sup> Est 30-Day Yield <sup>a</sup>
002824BB5 ABBOTT LABS SR NOTE CPN 2.950% DUE 03/15/25 DTD 03/10/15 FC 09/15/15 CALL 12/15/24 @ 100.000 MOODYS RATING: A3 S&P RATING: A	312,000 \$107.5738	335,630.25	314,811.17	20,819.08 1,176.07	9,204 2.74%
097023BK0 BOEING CO SR NOTE CPN 3.300% DUE 03/01/35 DTD 02/20/15 FC 09/01/15 CALL 09/01/34 @ 100.000 MOODYS RATING: BAA2 S&P RATING: BBB-	44,000 \$97.8653	43,060.73	44,883.86	(1,823.13) 242.00	1,452 3.37%

Corporate Bonds continued on next page...

<sup>3</sup> Bank Deposit Sweep interest is the current rate. Money Market Sweep dividend is a 30-day yield.  
<sup>4</sup> Bank Deposit Sweep Accounts are FDIC insured, are not obligations of LPL Financial or SIPC, and are not available for margin purposes. See message section for further information.  
<sup>5</sup> Purchase Cost equals Cost Basis of Equities and Mutual Funds less any reinvested dividends and interest.  
<sup>a</sup> Refer to the statement message titled ESTIMATED ANNUAL INCOME (EAI) AND ESTIMATED YIELD (EY) for information on how this figure is calculated.

Account Holdings As of April 30, 2021 *Continued*Corporate Bonds *Continued*

Security ID / Description	Quantity Price (\$)	Market Value (\$)	Cost Basis (\$)	Unrealized Gain / Loss (\$) Accrued Int (\$)	Estimated Annual Income (\$) <sup>a</sup> Est 30-Day Yield <sup>a</sup>
<b>097023BR5</b> BOEING CO SR NOTE CPN 2.250% DUE 06/15/26 DTD 05/18/16 FC 12/15/16 CALL 03/15/26 @ 100.000 MOODYS RATING: BAA2 S&P RATING: BBB-	150,000 \$100.7232	151,084.80	150,915.30	169.50 1,275.00	3,375 2.23%
<b>05565QDM7</b> BP CAP MKTS PLC GTD NOTE CPN 3.588% DUE 04/14/27 DTD 02/14/17 FC 10/14/17 CALL 01/14/27 @ 100.000 MOODYS RATING: A2 S&P RATING: A-	150,000 \$110.2521	165,378.15	162,775.61	2,602.54 254.15	5,382 3.25%
<b>10922NAC7</b> BRIGHTHOUSE FINL INC SR NOTE CPN 3.700% DUE 06/22/27 DTD 12/22/17 FC 06/22/18 CALL 03/22/27 @ 100.000 MOODYS RATING: BAA3 S&P RATING: BBB+	250,000 \$108.0993	270,248.25	246,119.20	24,129.05 3,314.58	9,250 3.42%
<b>20826FAA4</b> CONOCOPHILLIPS CO GTD NOTE CPN 2.400% DUE 12/15/22 DTD 12/07/12 FC 06/15/13 CALL 09/15/22 @ 100.000 MOODYS RATING: A3 S&P RATING: A-	175,000 \$102.7521	179,816.17	172,680.20	7,135.97 1,586.67	4,200 2.34%
<b>36966TDN9</b> GENL ELECTRIC CAP CORP INTERNOTES SURVIVOR OPTION CPN 4.300% DUE 11/15/25 DTD 11/03/11 FC 05/15/12 MOODYS RATING: BAA1 S&P RATING: BBB+	300,000 \$109.3825	328,147.50	300,000.00	28,147.50 5,948.33	12,900 3.93%
<b>38143C6D8</b> GOLDMAN SACHS GROUP INC MEDIUM TERM NOTE NO SURVIVOR OPTION CPN 3.000% DUE 08/15/29 DTD 08/04/16 FC 09/15/16 CALL 08/15/28 @ 100.000 MOODYS RATING: A2 S&P RATING: BBB+	161,000 \$97.1791	156,458.35	161,052.00	(4,593.65) 214.67	4,830 3.09%
<b>500255AS3</b> KOHL'S CORP NOTE CPN 3.250% DUE 02/01/23 DTD 09/25/12 FC 02/01/13 CALL 11/01/22 @ 100.000 MOODYS RATING: BAA2 S&P RATING: BBB-	200,000 \$103.5677	207,135.40	200,470.03	6,665.37 1,625.00	6,500 3.14%
<b>594918BB9</b> MICROSOFT CORP NOTE CPN 2.700% DUE 02/12/25 DTD 02/12/15 FC 08/12/15 CALL 11/12/24 @ 100.000 MOODYS RATING: AAA S&P RATING: AAA	76,000 \$107.2999	81,547.92	75,332.36	6,215.56 450.30	2,052 2.52%
<b>594918BC7</b> MICROSOFT CORP NOTE CPN 3.500% DUE 02/12/35 DTD 02/12/15 FC 08/12/15 CALL 08/12/34 @ 100.000 MOODYS RATING: AAA S&P RATING: AAA	165,000 \$112.3724	185,414.46	171,269.17	14,145.29 1,267.29	5,775 3.11%

Corporate Bonds continued on next page...

<sup>a</sup> Refer to the statement message titled ESTIMATED ANNUAL INCOME (EAI) AND ESTIMATED YIELD (EY) for information on how this figure is calculated.

Account Holdings As of April 30, 2021 *Continued*Corporate Bonds *Continued*

Security ID / Description	Quantity Price (\$)	Market Value (\$)	Cost Basis (\$)	Unrealized Gain / Loss (\$) Accrued Int (\$)	Estimated Annual Income (\$) <sup>a</sup> Est 30-Day Yield <sup>a</sup>
<b>655664AS9</b> NORDSTROM INC SR NOTE CPN 4.000% DUE 03/15/27 DTD 03/09/17 FC 09/15/17 CALL 12/15/26 @ 100.000 MOODYS RATING: BAA3 S&P RATING: BB+	250,000 \$103.375	258,437.50	256,330.07	2,107.43 1,277.78	10,000 3.87%
<b>682680AQ6</b> ONEOK INC NEW NOTE CPN 4.250% DUE 02/01/22 DTD 01/26/12 FC 08/01/12 CALL 11/01/21 @ 100.000 MOODYS RATING: BAA3 S&P RATING: BBB	95,000 \$101.7699	96,681.40	91,265.00	5,416.40 1,009.38	4,037 4.18%
<b>717081DM2</b> PFIZER INC SR NOTE CPN 3.400% DUE 05/15/24 DTD 05/15/14 FC 11/15/14 MOODYS RATING: A2 S&P RATING: A+	132,000 \$108.5318	143,261.97	133,121.56	10,140.41 2,069.47	4,488 3.13%
<b>718549AB4</b> PHILLIPS 66 PRTRRS LP SR NOTE CPN 3.605% DUE 02/15/25 DTD 02/23/15 FC 08/15/15 CALL 11/15/24 @ 100.000 MOODYS RATING: BAA3 S&P RATING: BBB	107,000 \$107.4761	114,999.42	106,937.86	8,061.56 814.33	3,857 3.35%
<b>755111BX8</b> RAYTHEON CO NOTE CPN 2.500% DUE 12/15/22 DTD 12/04/12 FC 06/15/13 CALL 09/15/22 @ 100.000 MOODYS RATING: WR S&P RATING: A-	250,000 \$102.8878	257,219.50	249,554.20	7,665.30 2,361.11	6,250 2.43%
<b>844741BC1</b> SOUTHWEST ARLNS CO NOTE CPN 3.000% DUE 11/15/26 DTD 11/04/16 FC 05/15/17 CALL 08/15/26 @ 100.000 MOODYS RATING: BAA1 S&P RATING: BBB	150,000 \$106.7919	160,187.85	150,657.35	9,530.50 2,075.00	4,500 2.81%
<b>88165FAG7</b> TEVA PHARM FIN CO BV SR NOTE CPN 2.950% DUE 12/18/22 DTD 12/18/12 FC 06/18/13 MOODYS RATING: BA2 S&P RATING: BB-	240,000 \$100.25	240,600.00	240,116.92	483.08 2,615.67	7,080 2.94%
<b>Total of Corporate Bonds</b>		<b>3,375,309.62</b>	<b>3,228,291.86</b>	<b>147,017.76</b> <b>29,576.80</b>	<b>105,132</b>

## Total Account Holdings

Market Value (\$)	Cost Basis (\$) Purchase Cost (\$) <sup>a</sup>	Unrealized Gain / Loss (\$)	Estimated Annual Income (\$) <sup>a</sup>
<b>4,316,218.86</b>	<b>4,160,683.90</b> <b>920,514.58</b>	<b>155,534.96</b>	<b>114,071</b>

<sup>a</sup> Refer to the statement message titled ESTIMATED ANNUAL INCOME (EAI) AND ESTIMATED YIELD (EY) for information on how this figure is calculated.  
<sup>b</sup> Purchase Cost equals Cost Basis less any reinvested dividends, interest, Fixed Income and Alternative Investments.



## Cash Activity Summary

	Since last statement 04/01 - 04/30/2021	Year to Date 01/01 - 04/30/2021
Securities Purchased	—	—
Securities Sold	\$285,000.00	\$285,000.00
Cash Inflows	—	—
Cash Outflows	(\$3,093.50)	(\$13,098.00)
Dividends	\$320.40	\$2,238.00
Interest	\$8,793.75	\$31,440.80
Capital Gains	—	—
Other Distributions	—	—
Reinvestments	(\$320.40)	(\$2,238.00)

## Account Activity April 1 - April 30, 2021 (Since last statement)

Date	Transaction Type	Description/Security ID	Price(\$) Quantity	Amount
04/01/2021	Cash Dividend	EATON VANCE SHORT DURATION GOVT INCOME CL A 033121 30,921.35400 EALDX AS OF 03/31/21	—	\$320.40
04/01/2021	Dividend Reinvest	EATON VANCE SHORT DURATION GOVT INCOME CL A REINVEST AT 8.120 EALDX	39.458	(\$320.40)
04/14/2021	Interest	BP CAP MKTS PLC GTD NOTE CPN 3.588% DUE 04/14/27 DTD 02/14/17 FC 10/14/17 CALL 01/14/27 @ 100.000 041421 150,000 05565QDM7	—	\$2,691.00
04/15/2021	Interest	GOLDMAN SACHS GROUP INC MEDIUM TERM NOTE NO SURVIVOR OPTION CPN 3.000% DUE 08/15/29 DTD 08/04/16 FC 09/15/16 041521 161,000 38143C6D8	—	\$402.50
04/15/2021	Sweep (Deposit) <sup>7</sup>	INSURED CASH ACCOUNT	—	\$2,691.00
04/16/2021	Sweep (Deposit) <sup>7</sup>	INSURED CASH ACCOUNT	—	\$402.50
04/30/2021	Interest	BANK AMERICA CORP SR UNSECD NOTE STEP CPN 4.000% DUE 10/30/28 DTD 10/30/18 FC 04/30/19 043021 285,000 06048WXS4	—	\$5,700.00
04/30/2021	Redemption	BANK AMERICA CORP SR UNSECD NOTE STEP CPN 4.000% DUE 10/30/28 DTD 10/30/18 FC 04/30/19 CALL 04/30/21 @ 100.000 06048WXS4	(285,000)	\$285,000.00

Account Activity continued on next page...

<sup>7</sup> Bank Deposit and Money Market Sweep transactions reflect the net of all transfers of free cash balance to and from your sweep on the date referenced.

# Account Activity April 1 - April 30, 2021 (Since last statement) Continued

Date	Transaction Type	Description/Security ID	Price(\$) Quantity	Amount
04/30/2021	Interest	INSURED CASH ACCOUNT 043021 29,804	—	\$0.25
04/30/2021	Sweep (Interest Deposit) <sup>7</sup>	INSURED CASH ACCOUNT	—	\$0.25
04/30/2021	Sweep (Withdrawal) <sup>7</sup>	INSURED CASH ACCOUNT	—	(\$3,093.50)
04/30/2021	ACH Funds	INCOME DISTRIBUTION TRACE # 021000010001403	—	(\$3,093.50)

<sup>7</sup> Bank Deposit and Money Market Sweep transactions reflect the net of all transfers of free cash balance to and from your sweep on the date referenced.

## Messages From LPL Financial

### PAPERLESS STATEMENTS

Go paperless and view your monthly statements and trade confirmations online. Monthly statements are available online within three business days, and trade confirmations are available the next business day after the trade is executed. To go paperless, click on the LPL Account View link accessible through your financial professional or institution website. Paperless statements are convenient, secure, fast and environmentally friendly. Enjoy the many benefits of free paperless statements and sign up today.

### ESTIMATED ANNUAL INCOME (EAI) AND ESTIMATED YIELD (EY)

EAI is calculated by taking the indicated annualized dividend and multiplying by the number of shares owned. EY is calculated by taking the EAI and dividing by the aggregate value of the shares owned. If no dividend information is available, no EAI or EY numbers will be generated. EAI and EY for certain types of securities could include a return of principal or capital gains in which case the EAI and EY would be overstated. EAI and EY are estimates and the actual income and yield might be lower or higher than the estimated amounts. Additionally the actual dividend or yield may vary depending on the security issuer's approval of paying the dividends. EY reflects only the income generated by an investment. It does not reflect changes in its price, which may fluctuate.

### NON-TRANSFERABLE SECURITIES THAT ARE WORTHLESS

As part of our continuing effort to provide exceptional service, please be advised that LPL Financial will remove any non-transferable securities that are worthless from customer accounts. Your account may or may not be affected. Should you have any questions or concerns, please contact your financial professional.

### SETTLEMENT FEE

LPL passes through certain regulatory fees incurred by LPL as a result of executing the transaction on your behalf. This includes fees charged under Section 31 of the Securities Exchange Act for sell transactions in equities and options.

### POLICY FOR BENEFICIARY ACCOUNTS

Beneficiaries are required to open an account to receive any securities or cash from a deceased client's account. LPL generally will divide all securities and cash proportionately among the designated beneficiaries based on the allocations indicated by the account holder. However, this policy and procedure address specific situations, such as the treatment of securities remaining after the proportionate division of assets. You may visit [lpl.com](http://lpl.com) to learn more.

### ICA INFORMATION

Your balances in the Insured Cash Account (ICA) Program are allocated to each depository institution on the Priority Bank List in increments of \$246,500 for individual and trust accounts and \$493,000 for joint accounts. As always, you should review your cash positions with various depository institutions to determine whether your cash is within the FDIC insurance coverage limits. For more information about FDIC insurance limits, please contact your financial professional or go to [www.fdic.gov](http://www.fdic.gov)

Please be advised that the Priority Bank List for the ICA Program may change from time to time. These changes include the order of priority in which banks are listed as well as the addition and removal of banks. Please be sure to consult your financial professional or [LPL.com](http://LPL.com) periodically throughout the month for recent updates and information regarding how these changes may impact your account.

### LPL RELATIONSHIP SUMMARY AVAILABLE ONLINE

LPL financial professionals offer brokerage services, investment advisory services, or both, depending on their licenses. Brokerage and investment advisory services, and the fees we charge for them, differ, and it's important that you understand the differences. Our Relationship Summary explains the various services we offer, how we charge for those services, and conflicts of interest that exist when we provide our services. Please visit [lpl.com/CRS](http://lpl.com/CRS) to learn more.

## Disclosures and Other Information

**ACCOUNT PROTECTION** LPL Financial is a member of the Securities Investor Protection Corporation (SIPC). SIPC provides protection for your account up to \$500,000, of which \$250,000 may be claims for cash, in the unlikely event that LPL falls financially. SIPC protection limits apply to all accounts that you hold in a particular capacity. For example, if you hold two accounts at LPL as a sole account holder and third as a joint account holder, the two individual accounts are protected under SIPC up to a combined limit of \$500,000. LPL Insured Cash Account (ICA) and LPL Deposit Cash Account (DCA) are not protected by SIPC. More information on SIPC, including obtaining an explanatory SIPC Brochure, may be obtained by calling SIPC directly at (202) 371-8300 or by visiting [www.sipc.org](http://www.sipc.org). The account protection applies when an SIPC member firm fails financially and is unable to meet its obligations to securities clients, but it does not protect against losses from the rise and fall in the market value of investments.

**ADJUSTED COST** The cost basis of securities sold, matured, redeemed or exercised is adjusted for return of principal, original issue discount, accrual and partnership distributions for CMO, CDO, REMIC and MLP transactions. Eligible securities on the Realized Gains and Losses Statement have not been adjusted for bond amortization, return of capital, liquidating distributions, wash sales or similar items. N/A displays when the information is incomplete or missing and is treated as zero when calculating totals.

**ADJUSTMENTS TO OPTION CONTRACTS** As a general rule, corporate actions can result in an adjustment in the number of shares underlying an options contract or the exercise price, or both. Please review any adjustment to an option position. Contact your financial professional for further information with respect to option contract adjustment or visit the OCC website at <http://www.optionsclearing.com/webappsfornotices>.

**AGENCY** If LPL Financial acts as your agent, or as agent for both you and another person in a transaction, the transaction details, including the identity of the seller or buyer and the source and amount of any fees or payments will be supplied upon written request.

**ASSET-BACKED SECURITIES** The actual yield from transactions in asset-backed securities (e.g., CMO, FNMA, FHLMC OR GNMAs transactions) may vary according to the rate at which the underlying assets or receivables are repaid. Information about yield factors is available from your financial professional on request.

**CALLED SECURITIES** In the event of a partial call of corporate or municipal bonds, or preferred stock held in bulk segregation, the securities to be called will automatically be selected on a random basis, as is customary in the securities industry. The probability that your securities will be selected is proportional to the amount of your holdings relative to the bulk holdings. A detailed description of the random selection procedure is available upon request.

**CHANGE OF ADDRESS** Please notify your financial professional or LPL Financial promptly in writing of any change of address.

**COST BASIS** Transactions are automatically paired against holdings on a "First-In/First-Out" basis (unless manually adjusted). Designating liquidations as "versus purchase" on a trade will cause the trade confirmation or other closed tax lot notification to reflect the selected closed tax lots. For assets not purchased in the LPL account, you or the previous broker/dealer upon transfer may have provided the Date Acquired and Purchase Cost of the position. If no such data was submitted, N/A is listed as the Purchase Cost, and is treated as zero when calculating Gain or Loss totals. Since the cost basis on certain securities may have been provided by another source, the cost basis information on your statement may not reflect accurate data or correspond to data on your trade confirmations. This information should not be relied upon for tax reporting purposes. Please refer to your tax reporting statement, if applicable. For accounts electing average cost, the total cost may be computed using a combination of averaged and non-averaged unit prices for eligible securities.

**DISCREPANCIES** Please notify your financial professional and LPL Financial immediately of any discrepancies on your statement. If your financial professional is affiliated with another broker/dealer, you must notify them as well. Please contact your financial professional for the broker/dealer's contact information. Your financial professional's address and telephone number can be found on the bottom of each page of this statement. LPL Financial's telephone number is (800) 558-7557 and address can be found on the first page of this statement. Additionally, any verbal communications should be re-confirmed in writing to each of the above parties to further protect your rights, including rights under Securities Investor Protection Act (SIPA).

**FRACTIONAL SHARE LIQUIDATION** For information on fractional share transactions, please refer to LPL.com>Disclosures>Market & Trading Disclosures>Fractional Share Transactions.

**FREE CREDIT BALANCES** LPL Financial may use your free credit balances subject to the limitations of 17 CFR Section 240.15c3-3 under the Securities Exchange Act of 1934. You have the right to receive from us, upon demand in the course of normal business, the delivery of any free credit balances to which you are entitled, any fully paid securities to which you are entitled, and any securities purchased on margin upon full payment of any indebtedness to LPL Financial.

**INVESTMENT RISK** LPL Financial is not a bank, savings and loan, or credit union. Securities and Insurance offered through LPL and its affiliates are not FDIC, NCUA or government insured, not endorsed or guaranteed by LPL, its affiliates or any other financial institution, are not a deposit, and involve investment risk including possible loss of principal.

**INVESTMENTS HELD OUTSIDE LPL FINANCIAL** Information on investments Held Outside LPL is provided for informational purposes only. Values for investments not held in your LPL account are based on the market value of priced securities at the end of the statement period. Values for annuities reflect a pricing date approximately three business days prior to the statement date. Values for alternative investments such as Managed Futures and REITs (Real Estate Investment Trusts) reflect a pricing date three to five business days prior to the statement date, depending on the availability of the data. The account registration for investments held outside LPL may not be the same as the registration for the LPL account with which it is affiliated. For example, an outside investment with a joint registration may be reflected on an LPL account with an individual registration.

**LPL INSURED BANK DEPOSIT SWEEP PROGRAMS** Cash in the Insured Cash Account (ICA) and LPL Deposit Cash Account (DCA) programs is protected by the Federal Deposit Insurance Corporation (FDIC). LPL Financial allocates your money to the ICA program to banks in the order of the Priority Bank List and to the DCA program to any bank on the Available Bank list in increments up to the programs disclosed amounts until your balance in each of the ICA and DCA programs is allocated to the program max. All banks are FDIC members. FDIC coverage is \$250,000 per depositor per bank (\$500,000 for joint account

holders). More information on FDIC insurance is available on request, or by visiting the FDIC website at [www.fdic.gov](http://www.fdic.gov). LPL Financial is not a bank. Unless otherwise disclosed, securities and other investments obtained through LPL Financial ARE NOT FDIC INSURED, ARE NOT BANK GUARANTEED AND MAY LOSE VALUE.

**MARGIN ACCOUNT** If you use margin, this statement combines information about your investment account(s) and a special miscellaneous account maintained for you under Section 220.6 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the separate account required by Regulation T is available for your inspection upon request.

**MONEY MARKET FUNDS** Money market fund transactions, if any, are displayed chronologically. The 30-day yield for the fund is also reflected as of the statement date.

**MUNICIPAL MATERIAL DISCLOSURE** Copies of any material disclosures for municipal bonds are available at [www.emma.msrb.org](http://www.emma.msrb.org). To obtain specific municipal bond information, enter the nine-digit CUSIP number in the search field within the EMMA web site. If you do not have access to the Internet or would prefer a physical copy of the material disclosure, please contact your financial professional. Additional municipal bond information that may be available on [www.emma.msrb.org](http://www.emma.msrb.org) includes, but is not limited to advance refunding documents, continuing disclosures, including annual financial statements and notices of material events, real-time and historical trade data, daily market statistics and education material.

**N/A OR "—" DATA** Information that displays as N/A or "—" is unavailable, missing, or incomplete and is treated as zero when calculating account totals, market values and performance.

**OPTION CLIENTS** Information on commissions and other charges incurred in connection with the execution of options transactions has been included in the confirmations of these transactions furnished to you. A summary of this information will be made available upon request. In accordance with the Option Agreement and Approval form you signed, you must promptly advise the firm of any material change in your investment objectives or financial situation.

**ORDER ROUTING** Quarterly Order Routing information for equities and options can be found on LPL.com>Disclosures>Market & Trading Disclosures>SEC Rule 606 Report Disclosure. This information is also available upon request.

**PAYMENT FOR ORDER FLOW** LPL Financial acts as your agent and does not receive any compensation in the form of payment for order flow.

**PRICING** Securities prices shown on this statement may vary from actual liquidation value. Prices shown should only be used as a general guide to portfolio value. We receive prices from various services, which are sometimes unable to provide timely information. Where pricing sources are not readily available, particularly on certain debt instruments including, but not limited to, bills, notes, bonds, banker's acceptances, certificates of deposit, or commercial paper, estimated prices may be generated by a matrix system or market driven pricing model, taking various factors into consideration. These prices may not be the actual price you would receive if you sold before the maturity of a certificate of deposit. The pricing of listed options takes into account the last closing price, as well as the current bid and offer prices. Where securities have not been priced, their values have not been included in the Portfolio Summary information at the beginning of this statement.

**PRINCIPAL** If your broker-dealer is acting as principal in a transaction, your broker-dealer has sold to or bought from you the security, and may have received a profit from the transaction.

**PURCHASE COST** Original cost including fees, commissions and less accrued interest of the quantity sold or redeemed. For transferred securities, this could be the purchase amount you or the former institution provided to us. Purchase Cost may be adjusted to reflect corporate actions, such as stock splits, mergers, spinoffs, or other events. N/A is displayed when the information is incomplete or missing and is treated as zero when calculating totals.

\*Transferred securities may not be included in Purchase Cost.

**REGULATION** All transactions are subject to the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market and its clearing house, if any, where the transactions are executed, and of the Financial Industry Regulation Authority (FINRA).

**REINVESTMENT** The dollar amount of mutual fund distributions, money market fund income, or dividends on other securities on your statement may have been reinvested in additional shares. You will not receive confirmations for these reinvestment transactions. However, you may request information on these transactions by writing to LPL Financial. LPL will also, if requested, furnish you with the time of execution and the name of the person from whom your security was purchased.

**REVENUE SHARING** LPL may have a fee arrangement with the investment advisor or distributor ("sponsor") of the mutual fund you have purchased, called revenue-sharing. In such case, the sponsor pays LPL a fee based on the amount of your purchase, and LPL provides marketing support to the sponsor and allows the sponsor to access your financial professional so that the sponsor can promote such mutual funds. This arrangement gives LPL a financial incentive to have LPL clients invest in participating mutual funds instead of funds whose sponsors do not make such payments to LPL. Although your financial professional does not share in this compensation, this conflict of interest affects the ability of LPL to provide you with unbiased, objective investment advice concerning the selection of mutual funds for your account. This could mean that other mutual funds, whose sponsors do not make revenue sharing payments, may be more appropriate for your account than the mutual funds whose sponsors make revenue sharing payments to LPL. For a complete list of the participating sponsors, and the range of fee payments, please visit [LPL.com>Disclosures>Account Disclosures, Agreements, Fee Schedules & Conflicts of Interest](http://LPL.com>Disclosures>Account Disclosures, Agreements, Fee Schedules & Conflicts of Interest).

**STATEMENT OF FINANCIAL CONDITION** You may call the LPL Client Service line at (800) 877-7210 to request a copy of LPL's audited and unaudited financial statements at no cost. These statements are available for inspection at LPL's office or online at <https://www.lpl.com/disclosures.html> in the LPL LLC Financial Reports section.

**SWEEP OPTION** Your account may provide for a daily sweep in an insured bank deposit sweep program (either LPL Insured Cash Account—ICA—or LPL Deposit Cash Account—DCA) or a money market mutual fund. The balance in the ICA, DCA or money market mutual fund sweep may be liquidated on the customer's order and the proceeds returned to the securities account, or remitted to the customer, if you have any questions about your sweep option, including rates of the depository institutions currently participating in the sweep option, or you would like to change your sweep option, please contact your financial professional.

**TRADING AWAY POLICY** Additional information regarding trading practices of equity portfolio managers on Manager Select and Manager Access Select is available on Third-Party Portfolio Manager Trading Practices page online at <https://www.lpl.com/disclosures.html> in the Market & Trading Disclosures section.

LPL FINANCIAL LLC is an affiliate of LPL Financial Holdings Inc

SILPLNON - REV 05/20

Resolution  
OF  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
REGARDING OFFICIAL ACTION

WHEREAS, a quorum of the Board of Directors of the Central Oklahoma Master Conservancy District met in a regular meeting and considered approval of financial statements for the operating account for a previous month.

IT IS HEREBY RESOLVED that financial statements for operating account for April 2021 are approved.

APPROVED by a majority of Board members present on this 3rd day of June, 2021.

Item D.5.



May 13, 2021

District Manager  
Central Oklahoma Master Conservancy District  
12500 Alameda Drive  
Norman, Oklahoma 73026

Dear District Manager:

We are pleased to confirm our understanding of the services we are to provide Central Oklahoma Master Conservancy District (the "District") for the year ended June 30, 2021. We will audit the financial statements of the District which comprise the statement of net position as of June 30, 2021, and the related statements of revenues, expenses, and changes in net position, and cash flows for the for the year then ended and the related notes to the financial statements. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Condition Rating and Estimate-to-Actual Comparison of Maintenance of Infrastructure Assets
- Schedule of Changes in Net Pension Liability
- Schedule of Net Pension Liability Ratios
- Schedule of Employer Contributions

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

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



### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

### **Audit Procedures—Compliance**

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

### **Other Services**

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

### **Management Responsibilities**

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

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

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

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

**Management Responsibilities, Continued**

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

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

**Engagement Administration, Fees, and Other**

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

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

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

The audit documentation for this engagement will be retained for a minimum of 5 years after the report release date or for any additional period requested by the state agencies. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in approximately October 2021 and to issue our reports in December 2021. Tim Barnes is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

**Engagement Administration, Fees, and Other, Continued**

Our fee for these services will be \$18,550 (same as prior year), which **includes** out-of-pocket costs and **excludes** fees related to a single audit, if required. Fees related to a single audit will be negotiable based on the level of federal awards received. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

*Government Auditing Standards* suggest that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our 2019 peer review report accompanies this letter.

**Notification of Report Reproduction**

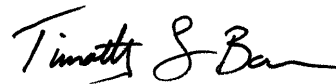
You agree that you will notify us and obtain our consent before reproducing our report for any reason and in any medium.

District Manager  
Central Oklahoma Master Conservancy District  
May 13, 2021  
Page -9-

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

Sincerely,

FINLEY & COOK, PLLC  
CERTIFIED PUBLIC ACCOUNTANTS



Timothy L. Barnes  
Partner

**RESPONSE:**

This letter correctly sets forth the understanding of  
**Central Oklahoma Master Conservancy District.**

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Management Signature and Title

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Date

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Governance Signature and Title

---

Date

(ALG CL-1.3.1 (2/21))



## **Report on the Firm's System of Quality Control**

August 9, 2019

To the Members of  
Finley & Cook, PLLC  
and the Peer Review Committee of the OSCPA

We have reviewed the system of quality control for the accounting and auditing practice of Finley & Cook, PLLC (the firm) in effect for the year ended March 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### **Required Selections and Considerations**

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, an audit performed under FDICIA, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.



To the Members of  
Finley & Cook, PLLC  
and the Peer Review Committee of the OSCPA  
Page 2

### **Opinion**

In our opinion the system of quality control for the accounting and auditing practice Finley & Cook, PLLC in effect for the year ended March 31, 2019 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Finley & Cook, PLLC has received a peer review rating of pass.

A handwritten signature in black ink that reads "HBC CPAs & Advisors". The signature is written in a cursive, stylized font.

HBC CPAs & Advisors  
Oklahoma City, Oklahoma

RESOLUTION  
OF  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
REGARDING  
ENGAGEMENT OF FINLEY & COOK, PLLC TO PERFORM  
FY 20-21 FINANCIAL AUDIT

WHEREAS, a quorum of the Board of Directors of the Central Oklahoma Master Conservancy District met in a regular meeting and considered approval of engagement of Finley & Cook, PLLC to perform FY 20-21 financial audit.

IT IS HEREBY RESOLVED that the engagement of Finley & Cook, PLLC to perform FY 20-21 financial audit should be and is hereby approved.

APPROVED by a majority of Board members present on this 3<sup>rd</sup> day of June, 2021.

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Amanda Nairn, President

Item D.6

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Norman Project, Oklahoma**

**WATER SERVICE CONTRACT FOR DELIVERY OF TEMPORARY WATER  
BETWEEN THE UNITED STATES AND  
THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT**

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**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Norman Project, Oklahoma**

**WATER SERVICE CONTRACT FOR DELIVERY OF TEMPORARY WATER  
BETWEEN THE UNITED STATES AND  
THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT**

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, pursuant to the Act of June 17, 1902 (32 Stat 388), and acts amendatory thereof or supplementary thereto, particularly but not limited to the Act of June 27, 1960, Public Law 86-529, (74 Stat. 225), and Section 9(c) of the Act of August 4, 1939 (53 Stat. 1187), is between the UNITED STATES OF AMERICA, hereinafter call the "United States," acting through the Secretary of the Interior and the CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT, a master conservancy district duly created and existing under the laws of the State of Oklahoma with its principal place of business in Norman, Oklahoma, hereinafter referred to as the "District." The United States and the District are sometimes referred to individually as the "Party" and collectively as the "Parties."

WITNESSETH THAT:

**EXPLANATORY RECITALS**

a. WHEREAS, the Act of June 27, 1960, Public Law 85-529, 74 Stat. 225, authorized the Secretary of the Interior to construct, operate, maintain, and replace (OM&R) the Norman Project in Oklahoma, hereinafter referred to as the "Project," for the purposes of storing, regulating, and furnishing water for municipal, domestic, and industrial uses, flood control and incidental uses to the foregoing including conservation and development of fish and wildlife and enhancing recreational opportunities; and

b. WHEREAS, pursuant to the Act of June 27, 1960 (74 Stat. 225), the United States and the District executed Contract No. 14-06-500-590 on September 5, 1961, as amended, covering the terms and conditions of construction, OM&R, and the repayment of the reimbursable costs of the Project allocated to municipal and industrial (M&I) use; and

c. WHEREAS, the District and Reclamation executed Contract No. 16E9640075 dated February 14, 2017, which will expire on February 13, 2022; and

d. WHEREAS, the District has requested early renewal of Contract No. 16E9640075; and

e. WHEREAS, the United States has determined that during any given year, there may be periods of time during which infrequent and otherwise unmanaged flood flows of short duration may create a temporary supply of water which could be made available to the District for delivery to Participating Municipalities for M&I use; and

f. WHEREAS, the District will obtain a Temporary Water permit from the Oklahoma Water Resources Board for the use of temporary, unmanaged flood water for the water supply purposes by the District; and

g. WHEREAS, the United States agrees to enter into a water service Contract to provide Temporary Water pursuant to the applicable Federal laws, rules and regulations and state laws.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties hereto agree as follows:

### **1. GENERAL DEFINITIONS**

The definition of terms used in this Contract apply only to this Contract and are not definitions for any other contract or agreement. Where used in this Contract, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, the term:

- a. “Contract” shall mean this Contract No. 219E640007.
- b. “Contracting Officer” shall mean the Secretary of the United States Department of the Interior or the Secretary’s duly authorized representative. Unless stated otherwise, the Contracting Officer shall be deemed to be the Secretary’s authorized representative.
- c. “Irrigation” shall mean the use of Project water to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic and other uses that are incidental thereto.
- d. “Municipal and Industrial” (M&I) use shall mean all purposes other than the use of Project water to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic purposes that are incidental thereto.
- e. “Operation, Maintenance, and Replacement” or “OM&R” shall mean those activities and actions necessary to ensure the continued structural integrity and operational reliability of Project features, including major nonrecurring maintenance on a Project facility that is intended to ensure the continued safe, dependable, and reliable delivery of authorized Project benefits and appropriate charges for associated indirect costs and administration as determined by the Contracting Officer, and shall include such additional costs as hereinafter provided. Such expenses shall include those required to remedy conditions brought about by ordinary use of the Project or to restore or replace components of the existing Project and shall not include expenses to increase or enlarge such works beyond the purposes for which they were originally authorized and constructed.
- f. “Participating Municipality” shall mean and refer to any city which is a member of the District and is contracting for Project Water, its representatives, trustees, or other proper entities.

g. “Project” shall mean the Norman Project, Oklahoma, which was authorized by the Act of June 27, 1960, Public Law 86-529, 74 Stat. 225, as amended by Public Law 94-415.

h. “Project Works” shall mean all Project facilities which are necessary to deliver the Temporary Water under the terms of this Contract.

i. “Project Water Supply” or “Project Water” shall mean and include all surface or ground water, including seepage and return flows, that is developed, pumped, or diverted into the Project based on the water rights that have or will be acquired by the District including but not limited to the Temporary Water, as defined herein.

j. “Point of Delivery” shall mean the Lake Thunderbird Reservoir Pumping Plant.

k. “Temporary Water” shall mean a supply of water made possible when infrequent and otherwise unmanageable flood flows of short duration create a temporary supply of water. Temporary water is available only when the reservoir water surface elevation for Lake Thunderbird is above elevation 1,039.0, the top of the conservation storage pool.

l. “Water Year” shall mean the 12-month period of time beginning on October 1 each year and ending on September 30 of the following year.

## **2. TERM OF CONTRACT**

a. This Contract shall become effective on the date of execution, and it shall supersede and replace Contract No. 169E640075. The term of this Contract shall extend from the Water Year in which it is executed for a period of 5 Water Years, ending on September 30, 2025, unless otherwise terminated under the provisions hereof. This Contract may be renewed upon written request submitted by the District to the United States. The written request should be submitted by the District to the United States 1 years prior to the expiration of this Contract. Such renewal shall be upon terms and conditions as may be mutually agreeable between the United States and the District based upon Federal Reclamation laws and policy in effect at that time.

## **3. WATER TO BE MADE AVAILABLE, POINT OF DELIVERY, MEASUREMENT, AND RESPONSIBILITY FOR DELIVERY OF WATER**

a. Water to be delivered to the District pursuant to this Contract shall be delivered at the Lake Thunderbird Reservoir Pumping Plant. The District shall divert and measure the District’s Project Water Supply at the Point of Delivery.

b. Subject to the terms and conditions hereinafter stated, the District may deliver up to 10,000 acre-feet of Temporary Water per Water Year for M&I use if and when it is available to the Participating Municipalities. Temporary Water deliveries shall be terminated when the reservoir water surface elevation is at or below elevation 1,039.0 feet. This Contract does not

provide the District with any rights, express or implied, to store water in the flood pool or surcharge pool of Lake Thunderbird.

b. The District shall maintain records showing the actual quantity of Temporary Water delivered to the Participating Municipalities each Water Year. The District shall report the actual quantity of Temporary Water delivered during the Water Year to the United States within 30 days of the end of the Water Year (i.e., on or before October 30).

c. All Temporary Water delivered pursuant to this Contract shall be measured and recorded with equipment furnished, installed, and OM&R'd by the District at the Point of Delivery. The United States may investigate the accuracy of such measurements and direct the District to take any necessary steps to adjust any errors appearing therein. The United States shall not be responsible for the OM&R of facilities and equipment owned and operated by the District for use in conveyance of Temporary Water under this Contract.

d. The United States shall not be responsible for the control, carriage, handling, use, disposal, or distribution of water furnished to the District hereunder beyond the Point of Delivery, and the District shall hold the United States harmless on account of damage or claim of any nature whatsoever, including property damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water beyond said point of delivery.

e. This Contract shall not entitle the District to any right, title, or interest in the Project other than explicitly provided for herein.

#### **4. DISTRICT PAYMENT AND OM&R OBLIGATIONS**

a. The District will pay the United States annually a water service charge for each acre-foot of Temporary Water conveyed to the Point of Delivery. Payment for the use of Temporary Water shall be based upon the amount of Temporary Water delivered when such deliveries are in excess of a participating city's regular water supply allocation. Initially, this water service charge shall be in the amount of \$22.95 per acre-foot for the Temporary Water conveyed in Water Year 2021. The District will pay by December 31 of each year, or 30 days after the bill is issued if the bill is not issued by December 1, for the Temporary Water conveyed the previous Water Year, if any. Each subsequent year's per acre-foot water service charge will be annually adjusted based on the previous 5-calendar year rolling average Consumer Price Index for All Urban Consumers (CPI-U) – Series Titled "All items in U.S. city average, all urban consumers, not seasonally adjusted." The rate will never decrease below the prior year's rate.

b. The water service payment shall be credited to the Project within the Reclamation Fund. If the reimbursable Project costs are fully repaid, the monies received from the water service payment will be treated as statutory credits to the Project.

c. The OM&R of the Project Works, and responsibility for funding the costs of such OM&R, has already been transferred to the District under Contract No. 14-06-500-590 between



the United States and the District. This existing contract establishes that the District is responsible for 100% of the OM&R costs.

d. All OM&R of the Project Works required for delivery of Temporary Water, and responsibility for funding the costs of such OM&R, will be the responsibility of the District.

## **5. TERMINATION OF THE CONTRACT**

a. Upon failure of the District to perform any of the obligations under this Contract, the Contracting Officer may give notice to the District in writing of the nature of the default and require the District to correct the failure or noncompliance within a period specified in such notice, but not more than 60 days. Upon the District's failure to do so, the Contracting Officer may elect to terminate this Contract or may withhold the delivery of water at his/her sole election. Such termination shall not be construed as preventing the Contracting Officer from asserting any other remedies available to him/her resulting from the District's actions.

b. The District shall have the right to terminate this Contract in the event there is no further need of the water service provided herein. Notice of intent by the District to terminate this Contract shall be provided in writing to the Contracting Officer at least 60 days prior to the termination date proposed. *Provided*, that termination under this provision shall become effective no sooner than on the succeeding anniversary date of this Contract following such written notice.

c. Termination of this Contract for any cause shall not relieve the District of any obligations incurred by way of this Contract prior to the effective date of termination.

## **6. RIGHT TO RECEIVE PROJECT WATER**

a. The District's right to receive Project Water under the provisions of Contract No. 14-06-500-590 will continue.

## **7. RECEIPT AND DISTRIBUTION OF WATER – SALE OF WATER**

a. No sale, transfer, or exchange of Temporary Water made available under this Contract, other than to a Participating Municipality, may take place without prior written approval of the United States.

## **8. CONTRACT NOT A WATER RIGHT**

a. No provisions of this Contract, nor any renewal thereof, nor the furnishing of water hereunder will be construed to bind the United States after the expiration of this Contract, or as the basis of a permanent water right. The District will be solely responsible for compliance with Oklahoma law as it relates to the use of water under this Contract and shall be responsible for acquiring all necessary permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water.

## **9. SEVERABILITY**

a. In the event that any one or more of the provisions contained herein is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Contract, but this Contract is to be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause the fundamental benefits afforded the Parties by this Contract to become unavailable or materially altered.

## **STANDARD CONTRACT ARTICLES**

### **10. CHARGES FOR DELINQUENT PAYMENTS**

a. The District shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the District shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the District shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the District shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The District shall also pay any fees incurred for debt collection services associated with a delinquent payment.

b. The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

c. When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

### **11. GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT**

a. The obligation of the District to pay the United States as provided in this Contract is a general obligation of the District notwithstanding the manner in which the obligation may be distributed among the District's water users and notwithstanding the default of individual water users in their obligation to the District.

b. The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the District through Norman Dam facilities during any period in which the District is in arrears for more than 12 months in the payment of any construction charges due the United States. The District shall not deliver water under the terms and conditions of this Contract for

lands or parties that are in arrears in the advance payment of water rates, or OM&R charges, or that is in arrears more than 12 months in the payment of construction charges as levied or established by the District.

**12. OPERATION AND MAINTENANCE OF TRANSFERRED WORKS**  
(Federal Construction)

a. Responsibility for the OM&R of the Project was transferred to the District on or about May 1, 1966. Title to the transferred works will remain in the name of the United States, unless otherwise provided by the Congress of the United States.

b. The District, without expense to the United States, will care for, operate, and maintain the transferred works in full compliance with the terms of this Contract and in such a manner that the transferred works remain in good and efficient condition.

c. Necessary repairs of the transferred works will be made promptly by the District. In case of unusual conditions or serious deficiencies in the care, operation, and maintenance of the transferred works threatening or causing interruption of water service, the Contracting Officer may issue to the District a special written notice of those necessary repairs. Except in the case of an emergency, the District will be given 60 days to either make the necessary repairs or submit a plan for accomplishing the repairs acceptable to the Contracting Officer. In the case of an emergency, or if the District fails to either make the necessary repairs or submit a plan for accomplishing the repairs acceptable to the Contracting Officer within 60 days of receipt of the notice, the Contracting Officer may cause the repairs to be made, and the cost of those repairs will be paid by the District as directed by the Contracting Officer.

d. The District will not make any substantial changes in the transferred works without first obtaining written consent of the Contracting Officer. The District will ensure that no unauthorized encroachment occurs on Project land and rights-of-way.

e. The District agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character, except for intentional torts committed by employees of the United States, brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other duties of the District or the United States on transferred works required under this Contract, regardless of who performs those duties.

f. The District will cooperate with the Contracting Officer in implementing an effective dam safety program. The United States agrees to provide the District and the appropriate agency of the State or States in which the Project facilities are located with design data, designs, and an operating plan for the dam and related facilities consistent with the current memorandum of understanding between the United States and the State of Oklahoma relating to the coordination of planning, design, construction, operation, and maintenance processes for dams and related facilities.

g. In the event the District is found to be operating the transferred works or any part thereof in violation of this Contract or the District is found to be failing any financial commitments or other commitments to the United States under the terms and conditions of this Contract, then upon the election of the Contracting Officer, the United States may take over from the District the care, operation, and maintenance of the transferred works by giving written notice to the District of such election and the effective date thereof. Thereafter, during the period of operation by the United States, upon notification by the Contracting Officer the District will pay to the United States, annually in advance, the cost of operation and maintenance of the works as determined by the Contracting Officer. Following written notification from the Contracting Officer the care, operation, and maintenance of the works may be transferred back to the District.

h. In addition to all other payments to be made by the District under this Contract, the District will reimburse to the United States, following the receipt of a statement from the Contracting Officer, all miscellaneous costs incurred by the United States for any work involved in the administration and supervision of this Contract.

i. Nothing in this article will be deemed to waive the sovereign immunity of the United States.

**13. EXAMINATION, INSPECTION, AND AUDIT OF PROJECT WORKS, RECORDS, AND REPORTS FOR DETERMINING ADEQUACY OF OPERATION AND MAINTENANCE**

a. The Contracting Officer may, from time to time, examine the following: the District's books, records, and reports; the Project works being operated by the District; the adequacy of the operation and maintenance and safety of dams programs; the reserve fund; and the water conservation program including the water conservation fund, if applicable. Notwithstanding title ownership, where the United States retains a financial, physical, or liability interest in facilities either constructed by the United States or with funds provided by the United States, the Contracting Officer may examine any or all of the Project works providing such interest to the United States.

b. The Contracting Officer may, or the District may ask the Contracting Officer to, conduct special inspections of any Project works being operated by the District and special audits of the District's books and records to ascertain the extent of any operation and maintenance deficiencies to determine the remedial measures required for their correction and to assist the District in solving specific problems. Except in an emergency, any special inspection or audit shall be made only after written notice thereof has been delivered to the District by the Contracting Officer.

c. The District shall provide access to the Project works, operate any mechanical or electrical equipment, and be available to assist in the examination, inspection, or audit.

d. The Contracting Officer shall prepare reports based on the examinations, inspections, or audits and furnish copies of such reports and any recommendations to the District.

e. The costs incurred by the United States in conducting operation and maintenance examinations, inspections, and audits and preparing associated reports and recommendations related to high- and significant-hazard dams and associated facilities shall be nonreimbursable. Associated facilities include carriage, distribution, and drainage systems; pumping and pump-generating plants; powerplant structures; tunnels/pipelines; diversion and storage dams (low-hazard); Type 2 bridges which are Reclamation-owned bridges not located on a public road; regulating reservoirs (low-hazard); fish passage and protective facilities, including hatcheries; river channelization features; rural/municipal water systems; desalting and other water treatment plants; maintenance buildings and service yards; facilities constructed under Federal loan programs (until paid out); and recreation facilities (reserved works only); and any other facilities as determined by the Contracting Officer.

f. Expenses incurred by the District, as applicable, in participating in the operation and maintenance site examination will be borne by the District.

g. Requests by the District for consultations, design services, or modification reviews, and the completion of any operation and maintenance activities identified in the formal recommendations resulting from the examination (unless otherwise noted) are to be funded as Project operation and maintenance and are reimbursable by the District to the extent of current Project operation and maintenance allocations.

h. Site visit special inspections that are beyond the regularly scheduled operation and maintenance examinations conducted to evaluate particular concerns or problems and provide assistance relative to any corrective action (either as a follow up to an operation and maintenance examination or when requested by the District) shall be nonreimbursable.

i. The Contracting Officer may provide the State an opportunity to observe and participate in, at its (their) own expense, the examinations and inspections. The State may be provided copies of reports and any recommendations relating to such examinations and inspections.

#### **14. NOTICES**

a. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the District, when mailed, postage prepaid, or delivered to the:

Area Manager, Oklahoma Texas Area Office  
Bureau of Reclamation  
5316 Highway 290 West  
Suite 110  
Austin, Texas 78735

and on behalf of the United States, when mailed, postage prepaid, or delivered to the

Central Oklahoma Master Conservancy District  
12500 Alameda Drive  
Norman, OK 73026

The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

#### **15. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS**

a. The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the District from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

#### **16. OFFICIALS NOT TO BENEFIT**

a. No Member of or Delegate to the Congress, Resident Commissioner, or official of the District shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

#### **17. CHANGES IN DISTRICT'S ORGANIZATION**

a. While this Contract is in effect, no change may be made in the District's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the District under this Contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

#### **18. ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED**

a. The provisions of this Contract shall apply to and bind the successors and assigns of the Parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either Party shall be valid until approved in writing by the other Party.

#### **19. BOOKS, RECORDS, AND REPORTS**

a. The District shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the District's financial transactions; water supply data; Project OM&R logs; Project land and rights-of way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each Party to the Contract shall have the right during office hours to examine and make copies of the other Party's books and records relating to matters covered by this Contract.

## **20. RULES, REGULATIONS, AND DETERMINATIONS**

a. The Parties agree that the delivery of water or the use of Federal facilities pursuant to this Contract is subject to Federal reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

b. The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with its provisions, the laws of the United States and the State of Oklahoma, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the District.

## **21. ADMINISTRATION OF FEDERAL PROJECT LANDS**

a. The lands and interests in lands acquired, withdrawn, or reserved and needed by the United States for the purposes of care, operation, and maintenance of Norman Project works may be used by the District for such purposes. The District shall ensure that no unauthorized encroachment occurs on Federal Project lands and rights-of-way. The District does not have the authority to issue any land-use agreement or grant that conveys an interest in Federal real property, nor to lease or dispose of any interest of the United States.

b. The United States retains responsibility for compliance with the National Historic Preservation Act of 1966 (NHPA), and the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA). The District will notify the Contracting Officer and, only when on tribal land, also notify the appropriate tribal official, immediately upon the discovery of any potential historic properties or Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony.

## **22. PROTECTION OF WATER AND AIR QUALITY**

a. The District, without expense to the United States, will care for, OM&R transferred works in a manner that preserves the quality of the water at the highest level possible as determined by the Contracting Officer.

b. The United States does not warrant the quality of the water delivered to the District and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the District.

c. The District shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Oklahoma; and will obtain all required permits or licensees from the appropriate Federal, State, or local authorities necessary for the delivery of water by the District; and will be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or District facilities or Project Water provided by the District within the District's Project Water service area.

d. This Article will not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

### **23. CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY**

a. The District shall not allow contamination or pollution of Federal Project lands, Project waters, or Project works of the United States or administered by the United States and for which the District has the responsibility for care, operation, and maintenance by its employees or agents. The District shall also take reasonable precautions to prevent such contamination or pollution by third parties.

b. The District shall comply with all applicable Federal, State, and local laws and regulations and Reclamation policies and instructions existing, or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, released, or disposed of on or in Federal Project lands, Project waters, or Project works.

c. "Hazardous material" means (1) any substance falling within the definition of "hazardous substance," "pollutant or contaminant," or "hazardous waste" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601(14), (29), and (33)); (2) oil, as defined by the Clean Water Act (33 U.S.C. § 1321(a)) and the Oil Pollution Act (33 U.S.C. § 2701(23)); (3) thermal pollution, refuse, garbage, sewage effluent, industrial waste, mine or mill tailings, mineral salts, pesticides, and other solid waste, and (4) any other substance regulated as hazardous or toxic under Federal, State, local, or Tribal law.

d. Upon discovery of any event which may or does result in contamination or pollution of Federal Project lands, Project water, or Project works, the District shall immediately undertake all measures necessary to protect public health and the environment, including measures necessary to contain or abate any such contamination or pollution, and shall report such discovery with full details of the actions taken to the Contracting Officer. Reporting shall be within a reasonable time period but shall not exceed 24 hours from the time of discovery if it is an emergency and the first working day following discovery in the event of a non-emergency.

e. If violation of the provisions of this Article occurs and the District does not take immediate corrective action, as determined by the Contracting Officer, the District may be subject to remedies imposed by the Contracting Officer, which may include termination of this Contract.

f. The District shall be liable for any response action or corrective measure necessary to protect public health and the environment or to restore Federal Project lands, Project waters, or Project works that are adversely affected as a result of such violation, and for all costs, penalties or other sanctions that are imposed for violation of any Federal, State, local or Tribal laws and regulations concerning hazardous material. At the discretion of the Contracting Officer, the United States may also terminate this Contract as a result of such violation.



g. The District shall defend, indemnify, protect and save the United States harmless from and against any costs, expenses, claims, damages, demands, or other liability arising from or relating to District's violation of this article.

h. Reclamation agrees to provide information necessary for the District, using reasonable diligence, to comply with the provisions of this Article.

#### **24. WATER CONSERVATION**

a. Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this Contract, the District shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

#### **25. EQUAL EMPLOYMENT OPPORTUNITY**

a. During the performance of this Contract, the District agrees as follows:

(1). The District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2). The District will, in all solicitations or advertisements for employees placed by or on behalf of the District, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The District will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the District's legal duty to furnish information.

(4) The District will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the District's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The District will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The District will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the District's books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the District's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the District may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The District will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1956, so that such provisions will be binding upon each subcontractor or vendor. The District will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance; *Provided, however*, that in the event the District becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the District may request the United States to enter into such litigation to protect the interests of the United States.

## **26. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS**

a. The District shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title III of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

b. These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, the District agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

c. The District makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the District by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The District recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this Article and that the United States reserves the right to seek judicial enforcement thereof.

d. Complaints of discrimination against the District shall be investigated by the Contracting Officer's Office of Civil Rights.

## **27. CERTIFICATION OF NONSEGREGATED FACILITIES**

a. The District hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The District agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The District further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

### **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal

Employment Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

## **28. PEST MANAGEMENT**

a. The District is responsible for complying with applicable Federal, State, and local laws, rules, and regulations related to pest management in performing its responsibilities under this Contract.

b. The District is responsible for effectively avoiding the introduction and spread of, and for otherwise controlling, undesirable plants and animals, as defined by the Contracting Officer, on or in Federal Project lands, Federal Project waters, and Federal Project works for which and to the extent that the District has operation and maintenance responsibility. The District is responsible for exercising the level of precaution necessary in meeting this responsibility, including inspecting its vehicles, watercraft, and equipment for reproductive and vegetative parts, foreign soil, mud or other debris that may cause the spread of weeds, invasive species and other pests, and removing such materials before moving its vehicles, watercraft, and equipment onto any Federal land, into any Federal Project facility waters, or out of any area on Federal Project land where work is performed.

c. Where decontamination of the District's vehicles, watercraft, or equipment is required prior to entering Federal Project land or waters, the decontamination shall be performed by the District at the point of prior use, or at an approved offsite facility able to process generated cleaning wastes, pursuant to applicable laws, rules, and regulations. Upon the completion of work, the District will perform any required decontamination within the work area before moving the vehicles, watercraft, and equipment from Federal Project lands and waters.

d. Programs for the control of undesirable plants and animals on Federal Project lands, and in Federal Project waters and Federal Project works for which the District has operation and maintenance responsibility will incorporate Integrated Pest Management (IPM) concepts and practices. IPM refers to a systematic and environmentally compatible program to maintain pest populations within economically and environmentally tolerable levels. In implementing an IPM program, the District will adhere to applicable Federal and State laws and regulations and Department of the Interior and Bureau of Reclamation policies, directives, guidelines, and manuals, including but not limited to, the Department of the Interior Manual, Part 517 *Integrated Pest Management Policy* and Part 609 *Weed Control Program*, the Plant Protection Act of June 20, 2000 (Pub. L. 106-224), and Executive Order 13112 of February 3, 1999.

## **29. MEDIUM FOR TRANSMITTING PAYMENTS**

a. All payments from the District to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

b. Upon execution of the Contract, the District shall furnish the Contracting Officer with the District's taxpayer's identification number (TIN). The purpose for requiring the District's TIN is for collecting and reporting any delinquent amounts arising out of the District's relationship with the United States.

### **30. CONSTRAINTS ON THE AVAILABILITY OF WATER**

a. In its operation of the Project, the Contracting Officer will use all reasonable means to guard against a condition of shortage in the quantity of water to be made available to the District pursuant to this Contract. In the event the Contracting Officer determines that a condition of shortage appears probable, the Contracting Officer will notify the District of said determination as soon as practicable.

b. If there is a condition of shortage because of inaccurate runoff forecasting or other similar operational errors affecting the Project; drought and other physical or natural causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer to meet current and future legal obligations, then no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

### **31. CONTRACT DRAFTING CONSIDERATIONS**

a. This Contract has been negotiated and reviewed by the Parties hereto, each of whom is sophisticated in the matters to which this Contract pertains.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first above written.

THE UNITED STATES OF AMERICA

By \_\_\_\_\_  
Brent C Esplin  
Regional Director

CENTRAL OKLAHOMA MASTER  
CONSERVANCY DISTRICT

By \_\_\_\_\_  
Amanda Nairn  
President

ATTEST:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

RESOLUTION  
OF  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
REGARDING CONTRACT WITH UNITED STATES BUREAU OF RECLAMATION  
FOR DELIVERY OF TEMPORARY WATER

WHEREAS, a quorum of the Board of Directors of the Central Oklahoma Master Conservancy District met in a regular meeting and considered approval of a Water Service Contract for Delivery of Temporary Water between the United States and the Central Oklahoma Management District.

IT IS HEREBY RESOLVED that the Water Service Contract for Delivery of Temporary Water between the United States and the Central Oklahoma Management District should be and the same is hereby approved.

APPROVED by a majority of Board members present on this 3rd day of June, 2021..

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Amanda Nairn, President

Item D.7



## **MEMORANDUM AGREEMENT**

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

### **WITNESSETH:**

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

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

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

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

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Twelve Thousand Four Hundred Dollars (\$12,400.00) to cover costs of necessary field and office work directly related to the operation of a stream gaging station on Little River below Thunderbird Reservoir for the purpose of rating the Thunderbird Reservoir outlet works and as an official record of discharge from the Reservoir, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2021.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Central Oklahoma Master Conservancy District for the Fiscal Year Ending June 30, 2022", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.
4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days' prior written notice to the other party.

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

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

OKLAHOMA WATER RESOURCES BOARD      CENTRAL OKLAHOMA MASTER  
CONSERVANCY DISTRICT

\_\_\_\_\_  
Robert L. Stallings, Jr., Chairman      Date

\_\_\_\_\_  
Amanda Nairn, President      Date

ATTEST:

ATTEST:

\_\_\_\_\_  
Jennifer, Castillo Secretary

(SEAL)

\_\_\_\_\_  
Michael Dean, Secretary

(SEAL)

U.S. GEOLOGICAL SURVEY

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

Proposed  
Cooperative Program  
between the OKLAHOMA WATER RESOURCES BOARD  
and the U.S. GEOLOGICAL SURVEY for the  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
for the Fiscal Year Ending June 30, 2022

Program Description:

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

We propose the continuation of the above data collection program for the period July 1, 2021 through June 30, 2022 as summarized below:

<u>Station No.</u>	<u>Station Name</u>	<u>Total</u>
07229900	Lake Thunderbird nr Norman	\$ 3,700
07230000	Little River below Lake Thunderbird	<u>\$15,600</u>
	<b>Total</b>	\$19,300
	COMCD' S share through OWRB-----	\$12,400
	U.S. Geological Survey matching funds-----	<u>\$ 6,900</u>
	<b>Total</b>	\$19,300

RESOLUTION  
OF  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
REGARDING  
MEMORANDUM AGREEMENT WITH OWRB AND USGS FOR STREAM GAGING  
FISCAL YEAR ENDING JUNE 2022

WHEREAS, a quorum of the Board of Directors of the Central Oklahoma Master Conservancy District met in a regular meeting and considered approval of Memorandum Agreement between Central Oklahoma Master Conservancy District and OWRB and USGS for stream gaging Fiscal Year ending June 2022.

IT IS HEREBY RESOLVED that the Memorandum Agreement with OWRB and USGS for stream gaging Fiscal Year ending June 2022 should be and is hereby approved.

APPROVED by a majority of Board members present on this 3<sup>rd</sup> day of June, 2021.

---

Amanda Nairn, President

Item D.8

**Central Oklahoma Master  
Conservancy District  
PERSONNEL POLICY MANUAL**



**Central Oklahoma Master  
Conservancy District  
PERSONNEL POLICY MANUAL**

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# **Central Oklahoma Master Conservancy District, Inc.**

## **PERSONNEL POLICY MANUAL**

**Issue Date: 4/1/98**

**Revised: 7/1/04**

**Edited: 6/1/06**

**Revised 3/23/09**

**Revised 1/1/18**

**Revised 11/1/18**

**Revised 06/03/21**

# **Central Oklahoma Master Conservancy District, Inc.**

## **PERSONNEL POLICY MANUAL**

I welcome you to the Central Oklahoma Master Conservancy District and wish you every success here.

We believe that each employee contributes directly to COMCD's growth and success and we hope you will take pride in being a member of our team.

This PERSONNEL POLICY MANUAL was developed to inform you of the expectations for our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of this Manual as soon as possible, for it will answer many questions about employment with COMCD.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Sincerely,

Kyle Arthur  
General Manager

# **Central Oklahoma Master Conservancy District, Inc.**

## **PERSONNEL POLICY MANUAL**

### **ORGANIZATION DESCRIPTION**

#### **I. MISSION STATEMENT**

Public Law 86-529 authorized this reclamation project on June 27, 1960, for the principal purposes of storing, regulating, and furnishing water for municipal, domestic, and industrial uses and controlling floods. Incidental to the foregoing, for the additional purposes of regulating the flow of the Little River providing for the conservation and the development of fish and wildlife and of enhancing recreational opportunities.

#### **II. LOCATION**

The District Office of COMCD is located east of Norman near Lake Thunderbird. The address is 12500 Alameda Drive, Norman, OK 73026. The District work sites include all property, easements, rights-of-way, facilities, buildings and other structures related to the Norman Project.

#### **III. ORGANIZATIONAL STRUCTURE**

The General Manager is responsible for the operations and personnel of the District. All employees report to the General Manager.

#### **IV. MANAGEMENT PHILOSOPHY**

The District utilizes a philosophy of total quality management dedicated to its employment of persons qualified to perform the tasks they are assigned. Teamwork is necessary, and each team member must know his/her job expectations and perform them satisfactorily. An annual review is conducted to evaluate the previous year's activities and achievements. The performance evaluation will provide the substance for the following year's goals and objectives. Any areas of concern related to an employee's performance will first be addressed through staff development, training, and technical assistance.

# **Central Oklahoma Master Conservancy District, Inc.**

## **PERSONNEL POLICY MANUAL**

### **INTRODUCTORY STATEMENT**

This Personnel Policy Manual (“Manual”) is designed to acquaint you with the District and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the Manual. It describes many of your responsibilities as an employee and outlines the programs developed by the District to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No policy manual can anticipate every circumstance or question about policy. As the District continues to grow the need may arise, and it reserves the right, to revise, supplement, or rescind any policies or portion of the manual from time to time as it deems appropriate, in its sole and absolute discretion. The only exception to any changes is our employment-at-will policy permitting you or the District to end the employment relationship for any reason at any time. Employees will, of course, be notified of any changes to the Manual as they occur. Should any policy in this manual be in conflict with, or superseded by any, applicable law, the law will govern.

Nothing in this Manual is intended to interfere with the rights of any employees to engage in protected concerted activity, either with coworkers or others, or any other rights provided under the National Labor Relations Act. To the extent that conduct is protected under the National Labor Relations Act, this handbook does not prohibit it.

For purposes of this Manual, the Central Oklahoma Master Conservancy District may be referred to as “COMCD” or “District”.

# **Central Oklahoma Master Conservancy District, Inc.**

## **PERSONNEL POLICY MANUAL**

### **EMPLOYEE ACKNOWLEDGEMENT FORM**

The Policy Manual describes important information about the Central Oklahoma Master Conservancy District, and I understand that I should consult the General Manager regarding any questions I may have about the manual. I have entered into the employment relationship with the District voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or the District can terminate the relationship at will, with or without cause, at any time.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the Manual may occur at the District's discretion. All such changes to this manual will be communicated, and I understand that revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that this manual is neither a contract of employment nor a legal document. I have received the Manual, and I understand that it is my responsibility to read and comply with the policies contained in this Manual and any revisions made to it.

EMPLOYEE'S NAME (printed): \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **101 Nature of Employment**

Employment with the District is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, the District may terminate the employment relationship at will at any time, with or without notice or cause.

Policies set forth in this manual are not intended to create a contract of any kind, nor are they to be construed to constitute contractual obligations of any kind between the District and any of its employees. The provisions of the manual have been developed at the discretion of management and, may be amended or cancelled at any time, at the District's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the District.

## **102 Employee Relations**

The Central Oklahoma Master Conservancy District believes that the work conditions, wages, and benefits the District offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to the General Manager or their supervisor.

Experience has shown that when employees deal openly and directly with management, the work environment can be excellent, communications can be clear, and attitudes can be positive. The District demonstrates its commitment to employees by responding to employee concerns.

## **103 Equal Employment Opportunity**

The District does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, sexual orientation, gender identity, pregnancy, national origin, age, disability, genetic information, protected veteran status, or any other characteristic protected by law.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the General Manager. Employees can raise concerns and make reports without fear of retaliation. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.



## **103.A Individuals with Disabilities**

It is the District's policy to (i) ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the preemployment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment; (ii) keep all applicable medical information confidential in accordance with applicable law and retain such information in separate confidential files; and (iii) provide applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would create an undue hardship. If a qualified individual with a disability needs to request a reasonable accommodation, that person should contact their supervisor or the General Manager to begin the interactive process.

## **103.B Genetic Information**

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed. To comply with this law, we are asking that you not provide any genetic information to the District. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

## **104 Business Ethics and Conduct**

The successful business operation and reputation of the District is built upon the principles of fair dealing and ethical conduct of the District's employees. The District's reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of the District is dependent upon its customers' trust and it is dedicated to preserving that trust. Employees are obliged to the District, and its customers, to act in a way that will merit the continued trust and confidence of the public.

The District will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. Should a situation arise where it is difficult to determine the proper course of action, the matter should be discussed openly and promptly with the General Manager.

Compliance with this policy of business ethics and conduct is the responsibility of every District employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

## **105 Nepotism**

The employment of relatives in an organization may cause conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Immediate relatives of persons currently employed by the District or its Board members may not be hired. Those employees who become immediate relatives after employment at the District are exempted.

For the purposes of this policy, an immediate relative is any spouse, child, grandchild, parent, sibling, aunt, or uncle (these relationships to include in-law, step- and half- relationships).

## **106 Immigration Law Compliance**

The District is committed to employing only United States citizens and other persons who are authorized to work in the United States. The District does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired within 3 years of the date a previous Form I-9 was completed must either complete a new Form I-9 or complete Section 3 of the previously completed Form I-9. Former employees who are rehired after 3 years of the date of any previous Form I-9 must complete a new Form I-9. The District is committed to complying with all U.S. Citizenship and Immigration Services Form I-9 and other applicable requirements.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the General Manager. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

## **107 Conflicts of Interest**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the

District wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the General Manager for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or that employee's immediate relative as a result of the District's business dealings. For the purposes of this policy, an immediate relative is any spouse, child, grandchild, parent, sibling, aunt, or uncle (these relationships to include in-law, step- and half- relationships).

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of the District as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or immediate relative has a significant ownership in a firm with which the District does business, but also when an employee or immediate relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the District.

## **108 Outside Employment**

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with the District. All employees will be judged by the same performance standards and will be subject to the District's scheduling demands, regardless of any existing outside work requirements.

If the District determines that an employee's outside work interferes with performance or the ability to meet the requirements of the District as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the District.

Outside employment will present a conflict of interest if it has an adverse impact on the District in the General Manager's discretion.

## **109 Job Posting**

The District provides employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. In general, notices of all regular, full-time job openings are posted, although the District reserves its discretionary right to not post a particular opening.

Job openings will be posted on the employee bulletin board and normally remain open for 14 days. Each job posting notice will include the dates of the posting period, job title, department, location, grade level, job summary, essential duties, and qualifications (required skills and abilities).

To be eligible to apply for a posted job, employees must have performed competently for at least 180 calendar days in their current position. **Employees who have a received a written warning within the last 6 months** or are on probation or suspension are not eligible to apply for posted jobs. Eligible employees can only apply for those posted jobs for which they possess the required skills, competencies, and qualifications.

To apply for an open position, employees should submit a job posting application to the General Manager listing job-related skills and accomplishments. It should also describe how their current experience with the District and prior work experience and/or education qualifies them for the position.

Job posting is a way to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known. Other recruiting sources may also be used to fill open positions in the best interest of the organization. The District reserves the right to fill all open positions with the candidate it deems best suited to the position regardless of whether that is an internal or external candidate.

## **201 Employment Categories**

It is the intent of the District to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility.

Each employee is designated as either NONEXEMPT or EXEMPT. NONEXEMPT employees are entitled to overtime pay for time actually worked in excess of 40 hours in a single work week. EXEMPT employees are not entitled to overtime pay regardless of the number of hours they work. If you have a question about your designation, please ask the General Manager.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are not in a temporary status and who are regularly scheduled to work the District's full-time schedule of at least 32 hours per work week. Generally, they are eligible for the District's benefit package, subject to the terms, conditions, and limitations of each benefit program.

PART-TIME employees are those who are not assigned to a temporary status and who are regularly scheduled to work less than 32 hours per week. While they do receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of the District's other benefit programs.

TEMPORARY (or SEASONAL) employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of the District's other benefit programs.

## **202 Access to Personnel Files**

The District maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of the District, and access to the information they contain is restricted. Generally, only management personnel of the District who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the General Manager. With reasonable advance notice, employees may review their own personnel files in the District's offices and in the presence of an individual appointed by the District to maintain the files.

## **203 Employment Reference Checks**

To verify employee past employment information, it is the policy of the District to check the employment references of all applicants.

The General Manager will respond to all reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held.

## **204 Personnel Data Changes**

It is the responsibility of each employee to promptly notify the District of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents (if you have benefits through the District), individuals to be contacted in the event of an emergency, educational accomplishments and other such status reports should be accurate and current at all times. If any personnel data has changed, it is the employee's responsibility to notify the General Manager.

## **205 Probationary Period**

The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The District uses this period to evaluate employee capabilities, work habits, and overall performance. The probationary period does not alter the “at will” nature of employment. In other words, either the employee or the District may end the employment relationship at any time during or after the probationary period, with or without cause or advance notice.

All new and rehired employees work on a probationary basis for the first six months after their date of employment. Employees who are promoted or transferred within the District must complete a new probationary period of the same length with each reassignment to a new position. Any absence in excess of four weeks during a probationary period will automatically extend a probationary period by the length of the absence. If the District determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for no more than three months.

During the initial probationary period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. Entitlement to other the District-provided benefits is subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

## **206 Performance Evaluation / Pay Adjustment**

Employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted at the end of an employee's initial period in any new position. This period, known as the probationary period, allows the supervisor and the employee to discuss the job responsibilities, standards, performance requirements of the new position and to set goals for the following year. Additional formal performance evaluations are conducted annually to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct deficiencies, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Performance evaluations and setting personal achievement goals are scheduled near the end of each fiscal year (June 30).

### Advancement and Pay Increases

The District has the following job titles:

- Office Manager
- O&M Tech I

- O&M Tech II
- Senior O&M Tech
- O&M Supervisor

The job skills, experience, and other criteria related to initial qualification and advancement for each job title may be obtained from the office. The District also maintains salaries schedules, each with 19 steps, for all positions.

Advancement from O&M Tech I to II to Senior will be based upon meeting the criteria for the position to which the employee wishes to advance, as well as satisfactory performance evaluations including safety behaviors. O&M Supervisor will be on an as-needed basis only. Pay increases as a result of a promotion will be to the salary schedule step of the new position that most closely matches the employee's current salary, without going below, plus one step.

Annual pay increases will be according to the salary schedule for the employee's position. Each employee will advance one step, each year, assuming satisfactory performance evaluations and safety behaviors. Annually the salary schedule will be revised based upon the previous calendar year's inflation rate/consumer price index—not to exceed 2%.

Any and all pay increases are at the District's discretion and will be subject to Board approval through the annual budget consideration, including step increases and any inflation rate/consumer price index revision.

### **301 Employee Benefits**

Eligible employees at the District are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, and unemployment insurance) cover all employees as prescribed by law.

However, the District has established a variety of employee benefits programs designed to assist eligible employees and eligible dependents in meeting the financial burdens that can result from illness, disability, and death, and to help you plan for retirement, deal with job-related or personal problems, and enhance your job-related skills.

This section of the manual highlights some features of our benefits programs. Our group health and life insurance and retirement-related programs are described more fully in summary plan description (SPD) booklets, with which you are provided once you are eligible to participate in these programs. Complete descriptions of our group health insurance programs are also in the District's master insurance contracts with insurance carriers, which are maintained by the General Manager. Complete descriptions of our retirement-related programs are in the appropriate master plan documents, which are likewise maintained by the General Manager. If information in this manual contradicts information in these SPDs, master contracts, or master plan documents, the SPDs/master contracts/documents shall govern in all cases.

The District reserves the right to amend or terminate any of its benefit programs or to require or increase employee premium contributions toward any benefits with or without advance notice at its discretion. This reserved right may be exercised in the absence of financial necessity. Whenever an amendment is made to any of the District's benefits programs, the respective plan administrator will notify plan participants of all approved amendments or plan terminations, in accordance with the requirements of applicable federal law.

For more complete information regarding any of our benefits programs, please contact the General Manager.

Generally speaking, the following benefits are available to employees:

- Workers' Compensation Leave
- Time Off to Vote
- Jury Duty
- Annual Leave
- Holidays
- Sick Leave
- Emergency Leave
- Health Insurance
- Life Insurance
- Supplemental Accident Insurance
- Defined Benefit Retirement
- 457(b) Deferred Compensation Plan

Some benefit programs require contributions from the employee, but most are fully paid by the District. See specific policies for terms.

### **302 Workers' Compensation Insurance**

The District provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers an injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately and complete an accident report. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither the District nor the insurance carrier will be liable for the payment of workers' compensation benefits for an injury incurred while engaging in or performing or as the result of engaging in or performing any recreational or social activities for the employee's personal pleasure.



### **303 Time Off to Vote**

The District encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If an employee's workday does not permit three consecutive hours off while the polls are open, the employee is eligible to request time off to vote. An employee must request time off no later than three (3) days before the election day.

In response, the District can either (i) modify the employee's workday to allow three consecutive hours off while the polls are open or (ii) grant the employee two hours of time off on election day to allow the employee to vote. If the latter option is chosen, upon the employee presenting proof that he or she voted in the election, the 2 hours of time off will be paid.

### **304 Jury Duty**

The District encourages employees to fulfill their civic responsibilities by serving jury duty when required. No employee will suffer any adverse employment action as a result of properly responding to a jury summons or serving as a juror. Of course, employees are expected to report for work whenever the court schedule permits.

Employees must show the jury summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Either the District or the employee may request an excuse from jury duty if, in the District's judgment, the employee's absence would create serious operational difficulties.

The jury duty leave will be unpaid. If the employee has available Annual Leave, the employee may use that paid leave during the absence.

### **305 Annual Leave**

Annual leave with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification are eligible to earn and use annual leave as described in this policy:

- \* Regular full-time employees

The amount of paid annual leave employees receive each year increases with the length of their employment as shown in the following schedule:

- The employee will begin to accrue annual leave at the rate of 8 hours (1 day) each month beginning on the date of employment. An employee has not earned and cannot use annual leave until successfully completing the initial probationary period, unless approved by the General Manager.

- Beginning in the 6<sup>th</sup> year of eligible service the employee is entitled to 15 annual leave days each year, accrued monthly at the rate of 10 hours.
- Beginning in the 11<sup>th</sup> year of eligible service the employee is entitled to 18 annual leave days each year, accrued monthly at the rate of 12 hours.
- Beginning in the 16<sup>th</sup> year of eligible service the employee is entitled to 20 annual leave days each year, accrued monthly at the rate of 13.33 hours.
- Beginning in the 21<sup>st</sup> year of eligible service, the employee is entitled to 22 annual leave days each year, accrued monthly at the rate of 14.67 hours.
- Hours may be accumulated up to a maximum of 360 hours at the end of each calendar year. No employee may carry forward hours which would permit him or her to have more than 360 hours.
- After accruing 200 hours of unused annual leave, the employee may elect to sell annual leave back to the District in 8-hour increments, at the employee's current rate of pay. At no time shall the annual leave balance resulting from a sale fall below 160 hours.

#### Eligible Service and Prior Service Credit

For purposes of leave accrual rate calculation, eligible service shall be defined as time employed by the District and any credit for prior service as defined below. The date an employee will move from one leave schedule level to the next shall be in the month containing their District hire date.

Employees may receive credit for prior service to determine their "eligible service" for leave accrual. Employees may claim 6 months for every completed year of prior, full-time work. For example, an employee that has 12 years of prior work will receive 6 years of eligible service credit. Therefore, that employee would begin accruing at the rate of 10 hours/month or 15 days/year.

With respect to extended absences and its effect on leave accrual, leave without pay absences in excess of 160 consecutive hours shall be deducted from an employee's eligible service calculation.

#### Terms and Conditions for Use of Annual Leave

Paid annual leave can be used in minimum increments of one-half (1/2) hour. To take annual leave, employees should request advance approval from the General Manager or Supervisor. Requests will be reviewed and approved by the General Manager based on a number of factors, including business needs and staffing requirements.

Annual leave is paid at the employee's base pay rate at the time annual leave is taken. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid annual leave for rest, relaxation and personal pursuits. In the event that available annual leave is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year (not to exceed the cap of 360 hours). No leave may be accrued beyond 360 hours. When the employee uses paid annual leave or sells a portion back to the District and decreases the available amount below the cap, annual leave accrual will begin again.

Upon termination of employment, employees will be paid for earned, but unused annual leave.

### **306 Holidays**

The District will grant holiday time off to all employees on the holidays listed below:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)\*\*
- Presidents' Day (third Monday in February) \*\*
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans' Day (November 11) \*\*
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas (December 25)

One additional day is available to be taken with management approval

\*\*These are Flex Holidays and may be taken on a different day, with prior approval of the General Manager or Supervisor.

The District will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification:

- Regular full-time employees

For employees that work Monday through Friday a recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. For all other employees the General Manager will designate the workday that shall be observed.

If a recognized holiday (Flex or non-Flex) falls during an eligible employee's paid absence (such as annual leave or sick leave), holiday pay shall be utilized instead of the paid time off benefit that would otherwise have applied.

If eligible nonexempt employees are required to work on a recognized holiday (not including Flex Holidays), they will receive their regular pay at their straight-time rate for the hours worked on the holiday in addition to any holiday pay which may be available under this policy.

### **307 Sick Leave**

The District provides paid sick leave to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification:

- Regular full-time employees

Eligible employees will accrue sick leave at the rate of 12 days per year (8 hours for every full month of service). Sick leave is calculated on the basis of a "benefit year," the 12-month period that begins on the date of employment.

Employees can request use of paid sick leave after completing the initial Probationary Period. Paid sick leave can be used in minimum increments of one hour. Eligible employees may only use sick leave for an absence due to their own illness or injury or a family member's illness or injury. Earned but unused Annual Leave may be used for sick leave, but only in cases where the employee's accumulated sick leave has been exhausted.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence (unless the General Manager has approved otherwise). If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement must be provided verifying the absence was due to medical need and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave. Before returning to work from a sick leave absence of 14 calendar days or more, an employee must provide a physician's verification that he or she may safely return to work.

Sick leave will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. As an additional condition of eligibility for sick leave, an employee on an extended absence must apply for any other available compensation and benefits, such as workers' compensation. Sick leave will be used to supplement any payments that an employee is eligible to receive from state disability insurance, workers' compensation or the District-provided disability insurance programs. The combination of any such

disability payments and sick leave cannot exceed the employee's normal earnings. Sick leave shall not accumulate to any employee on leave of absence without pay.

Unused sick leave will be allowed to accumulate until the employee's service is terminated with the District.

Sick leave is intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. The employee will not be paid for any unused sick leave upon termination of employment.

The District has a Qualified Medical Emergency Plan under which employees may donate sick leave (either while employed or when terminating) and eligible employees may receive the leave for a medical emergency. Please see the District's Plan for further information.

### **307.A Qualified Medical Emergency Plan (Donated Sick Leave Policy)**

The District understands that sometimes its employees have a catastrophic event and may need additional leave and that other of its employees want to help. This policy outlines how that process works.

To be eligible to participate, an employee must be a Regular full-time employee. A "Donor Employee" is an employee who donates paid sick leave under this policy. A "Recipient Employee" is an employee who receives and uses paid sick leave under this policy. A Donor Employee can donate accrued but unused sick leave under these two conditions only. (1) If they have accrued more than 360 hours of paid sick leave, they may donate up to 40 hours of accrued but unused paid sick leave once per up to four times per calendar year. (2) A Donor Employee can donate up to their entire amount of accrued but unused paid sick leave when the Donor Employee terminates employment.

Donated Sick Leave can be used only for medical emergencies. A "medical emergency" means a medical condition of the employee or a family member of the employee that will require the prolonged absence of the employee from duty and will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from the leave-sharing plan. This can include intermittent absences.

An employee must submit a written application to use donated sick leave. There is no specific form but the written application but contain the following information: (1) Name, position, date of hire; (2) description of medical emergency as defined in the previous paragraph; (3) description of the time off the employee believes will be needed in connection with the medical emergency; and (4) a statement that the employee has exhausted all other available forms of paid leave which may be available for the needed time off, including but not limited to annual leave, their own paid sick leave, workers' compensation, etc.

Paid sick leave which is donated is not distributed based upon hours but converted to dollars. In other words, if a Donor Employee donated 1 hour and that employee earned \$15 per hour, the donation would be of \$15 gross paid sick leave to the pool for distribution. If the Recipient Employee normally earned \$12, that donation would pay for more than 1 hour of leave. If the Recipient Employee normally earned \$18 per hour, that donation would pay for less than 1 hour of leave. The District tracks the donations and the distributions.

The District will make every attempt to fairly review each application it receives under this policy. If a person submits an application and is eligible for donated sick leave, awards of sick leave will be prioritized based upon the date the application is received. The District will endeavor to address and fulfill the needs of each Recipient based upon the date an application is received.

If you have any questions about this policy, direct them to the General Manager.

### **308 Emergency Leave**

Employees who wish to take time off due to the sickness of a member of the employees' household that requires his/her personal care or attention, or the death of an immediate family member, should notify their supervisor immediately.

Up to 3 days of paid emergency leave (not to exceed 5 working days annually) will be provided to eligible employees in the following classification:

- Regular full-time employees

Emergency pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Emergency leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

Emergency leave beyond that authorized by this section may be available to employees under the Qualified Medical Emergency Plan.

The District defines "immediate family" as the employee's spouse, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren (these relationships to include in-law, step- and half- relationships). Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

### **309 Health and Life Insurance**

The District's insurance plan provides employees and their dependents access to medical, dental, life and vision care insurance benefits. The District will pay all employees a monthly stipend to help defray the cost of insurance premiums. Subject to Board approval, annually the stipend amount will be increased, if necessary, by an amount not to exceed 5% to cover any premium increases. Any remaining portion of the allowance that an employee has not utilized will be treated as regular pay and will be paid to the employee monthly as taxable income. Employees in the following employment classifications are eligible to participate in the insurance plan:

- Regular full-time employees

Eligible employees may participate in the insurance plan subject to all terms and conditions of the agreement between the District and the insurance carrier.

Details of the insurance plan are described in the Benefit Options document issued by the insurer. The Benefits Options document and information on the cost of coverage will be provided in advance of enrollment to eligible employees. Contact the General Manager for more information about insurance benefits.

Should an employee be covered under a spouse's policy and not desire to be covered under a District provided policy, the employee must provide proof of such coverage annually. The coverage must be equivalent to the policy provided by the District.

### **310 Supplemental Accident Insurance**

The District provides Supplemental Accident Insurance for each employee at the District's expense. The employee may elect additional coverage at the employee's expense. Such expense will be deducted from the employees monthly pay.

### **311 Retirement Plans**

The District offers two retirement plans: a Defined Benefit Plan through the Oklahoma Municipal Retirement Fund (OkMRF) and a 457(b) plan through GWN.

Participation in the Defined Benefit Plan is mandatory, and the employee's contribution is fixed at 6%. The District also provides matching contributions on behalf of each employee based upon OkMRF guidance. For further information, please refer to the Oklahoma Municipal Retirement Fund Defined Benefit Plan details available from the office or online at the OkMRF website.

An employee may voluntarily participate in the District's 457(b) Deferred Compensation Plan and contribute up to the maximum amount of their salary allowed annually by the

Internal Revenue Code. The District will match up to 50% of the employee's contribution provided, however, the total match provided by the District may not exceed 3% of the employee's base salary. The District retains the right to modify the plan agreement, including match amounts, at its discretion. As with all benefits, the information contained herein is subject to the law as well as the plan documents which will ultimately govern.

## **401 Timekeeping**

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require the District to keep an accurate record of all time worked in order to calculate employee pay and benefits. "Time worked" is all the time actually spent on the job performing assigned duties including approved breaks of 15 minutes or less.

Nonexempt employees should accurately document the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also document the beginning and ending time of any split shift or departure from work for personal reasons.

The District will pay for all "time worked." Altering, falsifying, tampering with time records, or recording time on another employee's time record, may result in disciplinary action up to and including termination of employment.

It is the employees' responsibility to certify the accuracy of all time documented. The supervisor will review before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes.

If you have any questions about time worked or your paycheck, you should speak with the General Manager immediately.

### **401.A Overtime Pay for Nonexempt Employees**

When operating requirements or other needs cannot be met during regular working hours, employees will be requested or can be required to work overtime work assignments. All overtime work must receive the General Manager's prior authorization.

Overtime pay will be paid to all Nonexempt employees who actually work more than 40 hours in a single work week. The District's established work week runs from Saturday at 12:01 AM to Friday at midnight. Time off (whether paid or unpaid) does not count towards the determination of the number of actual hours worked. In other words, time off for things such as sick leave or annual leave will not be considered as hours worked for purposes of determining overtime.

Overtime pay is computed at 1.5 times the Nonexempt employee's regular rate of pay. Overtime work must always be approved before it is performed. Working overtime without



approval can result in discipline up to and include discharge; however, it will be paid.

Employees may be required to take an adjusted work week to ensure that no more than 40 hours in a week is worked and therefore overtime is not accrued.

Exempt employees are not eligible for overtime pay.

#### **401.B Recognition Time Off for Exempt Employees**

Exempt employees are not eligible for overtime pay. However, in recognition of extra effort and time sometimes required of Exempt employees, the District adopts this policy of awarding Recognition Time Off to Exempt employees when they are required to work more than 40 hours in a work week. When an Exempt employee is required to work more than 40 hours in a work week (the same work week as defined in 401.A.), the Exempt employee banks time the employee may take off at a later time ("Recognition Time Off") under this policy. Work beyond 40 hours in a work week must be approved before it can be deemed Recognition Time Off. Recognition Time Off shall be awarded at a rate of 1.5 hours per hour worked over 40 hours in a work week. Recognition Time Off that has been awarded must be taken within 12 months of the date it was earned or it expires and may only be taken with the approval of your supervisor or the General Manager to ensure proper coverage of District operations. There is no compensation associated with Recognition Time Off at any time.

#### **402 Paydays and Direct Deposit**

All employees will be paid semi-monthly on the 1<sup>st</sup> and 15<sup>th</sup> of each month for 24 total payments annually. Each paycheck will include earnings for all work performed through the end of the previous payroll period and will be directly deposited into each employee's bank account. As a condition of employment, employees are required to be paid by direct deposit.

In the event that a regularly scheduled payday falls on a day off, such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

#### **403 Administrative Pay Corrections**

The District takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the General Manager so that corrections can be made as quickly as possible.

## **404 Pay Deductions**

The law requires that the District make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. the District also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." The District matches the amount of Social Security taxes paid by each employee.

The District offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay checks to cover the cost of participation in these programs.

Any questions or concerns regarding deductions should be addressed to the General Manager.

## **405 Employment Termination**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation -voluntary employment termination initiated by an employee.
- Discharge -involuntary employment termination initiated by the District.
- Layoff -involuntary employment termination initiated by the District for non-disciplinary reasons.
- Retirement -voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the District.

Since employment with the District is based on mutual consent, both the employee and the District have the right to terminate employment at will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state law.

The District will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, or return of District-owned property. Suggestions, complaints, and questions can also be voiced.

Employee benefits will be affected by employment termination in the following manner. All earned, accrued, vested benefits that are due and payable at termination will be paid (see individual policies for more details). Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

## **406 Resignation**

Resignation is a voluntary act initiated by the employee to terminate employment with the District. Although advance notice is not required, the District requests at least 2 weeks written resignation notice from all employees.

Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

## **501 Safety**

To assist in providing a safe and healthful work environment for employees, customers, and visitors, the District has established a workplace safety program. This program is a top priority for the District. The General Manager has responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

The District provides information to employees about workplace safety and health issues through regular internal communication channels such as weekly safety meetings, bulletin board postings, memos, or other written communications.

Employees receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards. Employees are required to attend all scheduled safety meetings.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor or bring them to the attention of the General Manager. Reports and concerns about workplace safety issues may be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or where appropriate remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the General Manager and complete an accident report. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Please see Section 801 for information regarding the District's safety bonus program.

## **502 Work Schedules**

Work schedules for employees vary throughout the organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Flexible scheduling, or flextime, is available in some cases to allow employees to vary their starting and ending times each day within established limits. Flextime may be possible if a mutually workable schedule can be negotiated with the supervisor. However, such issues as staffing needs, the employee's performance, and the nature of the job will be considered before approval of flextime. Employees should consult their supervisor to request participation in the flextime program.

The District retains the right to set schedules and assign hours of work as needed.

## **503 Use of Telephones**

Employees may be required to reimburse the District for any charges resulting from their personal use of the telephone.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

### **503.A Cell Phone Policy**

The District requires that all regular full-time employees carry a cell phone. Therefore, the District provides to certain employees a cell phone, a cell phone plan, and/or a stipend for the payment of a cell phone and plan. The provision of these benefits is to ensure that the necessary employees have access to the District work-related communications. For purposes of this policy, "cell phone" shall refer to any mobile device for which the District provides any of the benefits described here.

This benefit is subject to the following conditions:

- These benefits (for example, phone, phone number, cell/data plan, stipend) are provided at the District's discretion and are available only to Regular full-time employees.
- Employees agree to take all reasonable steps to protect the integrity of the District communications and data maintained or accessed on any cell phone covered by this policy. Because the cell phone provides access to District communications and data, employees are required to have a passcode on the cell phone. If requested, employees

receiving benefits under this policy must disclose the passcode to the General Manager. The District retains the right to review the communications and data on any cell phone or with regard to any plan it has furnished or subsidized.

- Employees understand that the cell phone shall not be used to violate any of the District's other policies; for example, the unlawful harassment policy.
- Employees shall not use the cell phone while they are driving for any purpose, including but not limited to calling or texting. There are two exceptions to this rule: (1) an employee may use maps features for directions provided they enter the information while safely stopped and the chosen map feature gives verbal directions so the employee can remain focused on driving and (2) an employee may use a hands-free feature to allow them to speak on a call provided they do not dial numbers or otherwise need to visually interact with the cell phone while driving (this does not extend to hands-free texting which is prohibited while driving). The District reminds employees that their attention should be on driving safely. If they need to communicate, the best option is to safely stop the vehicle and then communicate while stopped.
- Employees agree to notify the General Manager if they misplace, discard, or in any way lose access to the cell phone – prior to the event if at all possible. Employees agree that the District has the right to review the cell phone to ensure that all District communications and data are safely protected and, if required, removed.
- The following rules apply to employees upon termination of employment:
  - Regardless of the reason for the termination of employment, if an employee was provided a cell phone, it must be returned to the District. Employees should not take any action to erase, wipe, or destroy any of the District communications or data before the cell phone is returned.
  - If an employee resigns or retires with at least two weeks' advance notice, the District will generally give the employee the option to keep the assigned phone number and transfer the service to the departing employee – at that employee's cost.
  - The employee's cell/data plan will end no later than the final day of employment. No former employee has the right to use District property which includes cell phones and cell/data plans.

The District retains the right to modify or withdraw these benefits to all or to any individual at its discretion. If an employee violates any of the above conditions, the employee may lose the benefit provided as well as face discipline up to and including discharge. The District reserves the right to take any legal action required due to a violation of this policy.

## **504 Smoking**

In keeping with the District's intent to provide a safe and healthful work environment, smoking in the workplace is prohibited except in those locations that have been specifically designated as smoking areas. Even in areas which are specifically designated as smoking areas, the District does not permit the smoking of marijuana or medical marijuana or its use by any means.

Smoking is prohibited in all buildings, vehicles and enclosed equipment. No exceptions! Smoking includes lighted tobacco such as cigarettes, cigars, and pipes. It also includes e-cigs, vaping, hookah, and other similar products and devices.

## **505 Rest and Meal Periods**

Rest Periods - Each workday, full-time nonexempt employees are provided with 2 rest periods. Supervisors will advise employees of the regular rest period length and schedule. To the extent possible, rest periods will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted rest period time.

Meal Period - All full-time employees are provided with one meal period each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

## **506 Use of Equipment and Vehicles**

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the General Manager if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The General Manager will answer questions concerning an employee's responsibility for maintenance and care of equipment and vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

District equipment, no matter how large or small, is to be used only for District business and by District employees. To operate large equipment the District employee must (1) possess a

valid Oklahoma driver's license, (2) be insurable and (3) must be trained and able to operate District equipment.

## **507 Emergency Closings**

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility.

When operations are officially closed due to emergency conditions, the time off from scheduled work will be paid.

In cases where an emergency closing is not authorized, employees who fail to report for work will not be paid for the time off. Employees may request available paid leave time such as earned but unused Annual Leave.

Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, those employees will be asked to adjust their work week if possible. If that is not possible, the employee will receive overtime pay or recognition time off, as applicable.

## **508 Business Travel Expenses**

The District will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the General Manager.

Employees whose travel plans have been approved are responsible for making their own travel arrangements.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by the District. Employees are expected to limit expenses to reasonable amounts.

Expenses that are reasonable and will generally reimbursed include the following:

- Airfare or train fare for travel in coach or third class or the lowest available fare.
- Car rental fees, only for compact or mid-sized cars.
- Fares for shuttle or airport bus service, where available; costs of public transportation, including Uber, Lyft, etc.
- Mileage costs (at current state rates) for use of personal cars.
- Cost of standard accommodations in moderately priced hotels, motels, or similar lodgings.

- Cost of meals, not to exceed \$20 for breakfast, \$20 for lunch and \$30 for dinner.
- Miscellaneous expenses not to exceed \$20 per day, tips/meals 15%, tips for taxi 10% unless approved by the General Manager.
- Charges for telephone calls, fax, and similar services required for business purposes.

The District will not reimburse an employee for expenses related to the purchase of alcoholic beverages. Such purchases shall be at the employee's expense and must be consumed in a responsible manner.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by the District may not be used for personal use without prior approval.

With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from the companion or from such non-business travel are the responsibility of the employee.

When travel is completed employees should submit completed travel expense reports within 14 days. Reports should be accompanied by receipts for all individual expenses.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues. Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

## **509 Visitors in the Workplace**

To provide for the safety and security of employees and the facilities at the District, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors should enter the District at the main entrance. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on the District's premises, employees should immediately notify the General Manager or, if necessary, direct the individual to the main entrance.



## **510 Workplace Monitoring; Technology**

Workplace monitoring may be conducted by the District to ensure quality control, employee safety, security, and customer satisfaction.

The District may conduct video surveillance of non-private workplace areas. Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence.

Because the District is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

All electronic and telephonic communication systems and all communications and information transmitted by, received from, or stored in these systems are the property of the District and as such are to be used for job-related purposes. The use of any software and business equipment, including, but not limited to, facsimiles, telecopiers, computers, the District's e-mail system, the Internet, cell phones, PDAs, or other wireless devices, instant messaging systems, and copy machines for private purposes is prohibited.

Employees using this equipment for personal purposes do so at their own risk. Employees should have no expectation of privacy while using District provided technology, including internet / wi-fi.

Further, employees are not permitted to use a code, access a file, or retrieve any stored communication unless authorized to do so or unless they have received prior clearance by the General Manager. All pass codes are the property of the District. No employee may use a pass code or voice-mail access code that has not been issued to that employee or that is unknown to the General Manager. Moreover, improper use of the e-mail system (e.g., transmitting or spreading sexually, racially, or other discriminatory or harassing jokes or remarks, abusive or profane language, threatening others, etc.), including via the Internet or any other equipment, will not be tolerated.

To ensure that the use of electronic and telephonic communications systems and business equipment is consistent with the District's legitimate business interests, authorized representatives of the District may monitor the use of such equipment from time to time. This includes monitoring Internet usage of any kind, including while using the District systems. This may also include listening to stored voice-mail messages or reviewing stored e-mail messages.

Use of the Internet and the World Wide Web includes all restrictions which apply generally to the use of the District's e-mail and other electronic and telephonic equipment, as noted above. In addition, the following rules apply with respect to Internet usage:

1. No Browsing of Restricted Content or inappropriate Web sites.

2. No Downloading of Non-Business-Related Data: the District allows the download of files from the Internet. However, downloading files should be limited to those which relate directly to District business.

3. No Downloading of Application Programs: the District does not permit the download or installation on District computers of application software from the Internet. Such software may not only contain embedded viruses, but also is untested and may interfere with the functioning of standard District applications. This prohibition applies to commercial, shareware and free software. Moreover, illegal or "bootlegged" software cannot be placed on any computer under any circumstances. Employees are also prohibited from making copies of any software contained on any computer. Any request for an additional copy of a program must be directed to the General Manager.

4. No Use of Subscription-based Services Without Prior Approval: Some Internet sites require that users subscribe before being able to use them. Users should not subscribe to such services without the express approval of the General Manager.

5. No Violation of Copyright: Many of the materials on the Internet are protected by copyright. Even though they may seem to be freely accessible, many of the intellectual property laws which apply to print media still apply to software and material published on the Internet. Employees are permitted to print out Web pages and to download material from the Internet for informational purposes as long as the purpose for such copying falls into the category of "fair use." Please do not copy or disseminate material which is copyrighted. Employees having any questions regarding such materials should contact the General Manager.

6. No Blogging: Employees are prohibited from using company systems and equipment or company time for personal blogging (writing or reading), i.e., keeping online journals that chronicle various aspects of the blogger's life, such as problems on the job, issues in their personal life, politics, their favorite TV shows, etc.

7. No Wasting of Computer Resources: Employees must not perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing multiple copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business related.

Employees are further prohibited from taking any action designed to degrade or harm the performance of any computer or the network. Such action includes installing viruses, Trojan horses or other invasive software, destroying data, disrupting the computing progress, "hacking" the system, or the unauthorized use of a password.

Users must notify the General Manager when: (a) sensitive or confidential information is lost, disclosed to unauthorized parties or suspected of being lost or disclosed to unauthorized parties; (b) unauthorized use of Computing Resources has taken place or is suspected of taking place; (c) passwords or other system access control mechanisms are lost, stolen, or disclosed, or are suspected of being lost, stolen or disclosed; or (d) there is any unusual systems behavior, such as missing files, frequent system crashes or misrouted messages.

Finally, employees are prohibited from reading, modifying, copying, or deleting files of others without permission.

## **511 Workplace Violence Prevention**

***Regardless of this policy, if you are in imminent fear for your safety, dial 911.***

The District is committed to preventing workplace violence and to maintaining a safe work environment. The District has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's race, color, religion, sex, sexual orientation, gender identity, pregnancy, national origin, age, disability, genetic information, protected veteran status, or any other characteristic protected by law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

The District will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the District may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence, or other conduct that is in violation of these guidelines, will be subject to prompt disciplinary action, up to and including termination of employment.

The District encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or the General Manager before the situation escalates into potential violence. The District is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.

See also Section 710 regarding the District's weapon's policy.

## **601 Military Leave**

A military leave of absence will be granted to employees who are absent from work because of service in the U. S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Employees will receive partial pay for training assignments not to exceed 10 days per calendar year. Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty.

If an employee is called up for active duty, the employee will receive their active duty pay from the government. The District will suspend pay until the employee returns to work.

Contact the General Manager for more information or questions about military leave.

## **701 Employee Conduct and Work Rules**

To ensure orderly operations and provide the best possible work environment, the District expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are merely examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the

workplace

- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms in a manner not compliant with Section 710 of this Manual
- Excessive absenteeism or any absence without notice
- Excessive tardiness or leaving work early
- Unauthorized absence from workstation during the workday or failure to report to work
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Failure to make a reasonable effort to perform emergency service when requested
- Conduct unbecoming a public employee
- Conviction of a crime involving moral turpitude, or any other just cause
- Unauthorized absences or abuse of leave privilege
- Violation of any of the policies listed in this Manual

Employment with the District is at the mutual consent of the District and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

## **701.A Progressive Discipline**

The purpose of this policy is to state the District's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace.

Although employment with the District is based on mutual consent and both the employee and the District have the right to terminate employment at will, with or without cause or advance notice, the District may use progressive discipline at its discretion.

Disciplinary action may call for many actions, including any of the following -- verbal warning, written warning, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more actions are bypassed.

Progressive discipline means that, with respect to many disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a second offense may be followed by a written warning; a third offense may lead to a suspension or termination of employment.

The District recognizes that there are certain types of employee problems that justify either a suspension, or, in certain situations, termination of employment, without going through the progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and the District.

## **702 Drug and Alcohol Use**

It is the District's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

The use, sale, possession, manufacture, dispensation or distribution of illegal drugs, intoxicants, and controlled substances, as well as improper use of legal drugs or intoxicants, is prohibited in or on the District's property or vehicles, as well as under any circumstances when an individual is acting as a representative, agent or employee of the District while conducting District business. Improper use of legal drugs refers to the use of prescription medication not prescribed for current personal treatment by a licensed medical professional, or the use of prescription or nonprescription medication to an extent or in a manner that impairs the performance of your job duties (including medical marijuana). Any violation of this provision is cause for discipline, up to and including immediate discharge.

Off the job drug and/or alcohol use results in job impairment or adversely affects an employee's job performance, or jeopardizes the safety of other employees, the public, or District equipment is also prohibited. Employees should not report to work under the influence of any illegal drug, alcoholic beverage, intoxicant, narcotic or other substance (including legal drugs) which adversely affects their ability to work or jeopardizes the safety of themselves or others. Any violation of this provision is cause for discipline, up to and including immediate discharge.

**Medical Marijuana Notice:** The District prohibits the use, possession, or consumption of marijuana, including medical marijuana, on its property or premises as well as during an employee's hours of employment or fulfillment of employment obligations regardless of whether an employee holds a medical marijuana license (MML). The District prohibits all employees from being under the influence of marijuana, including medical marijuana or medical marijuana product, while at work or during the fulfillment of any employment obligations, regardless of whether an employee has an MML. The District will discipline up to and including discharge any employee in Performing Safety-Sensitive Job Duties, as

defined in this Policy, who tests positive for marijuana, its components, or metabolites, regardless of whether that employee holds an MML. No employee need disclose that he or she holds an MML except if an employee tests positive for marijuana.

## **702.A Drug Free Workplace Act Compliance**

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify the District of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

Compliance with this policy is a condition of employment.

## **702.B Drug and Alcohol Testing Policy**

### **1. POLICY**

See Sections 702.A and 702.B.

### **2. APPLICABILITY**

This policy applies to all applicants and employees.

### **3. CIRCUMSTANCES UNDER WHICH TESTING MAY OCCUR**

#### **A. Applicant**

The District may require an applicant to undergo drug testing. An applicant is a person who has applied for a position with the District and received a conditional offer of employment. A positive test result as well as failing or refusing to undergo the requested testing may be used as a basis for refusing to hire the applicant.

#### **B. Transfer/Reassignment Testing**

The District may require an employee who transfers to a different position or job or who is reassigned to a different position or job to undergo drug or alcohol testing.

#### **C. For Cause Testing**

The District may require an employee to undergo drug or alcohol testing at

any time it reasonably believes an employee may be under the influence of drugs or alcohol including, but not limited to, the following circumstances: a) drugs or alcohol on or about the employee's person or in the employee's vicinity; b) conduct on the employee's part that suggest impairment or influence of drugs or alcohol; c) a report of drug or alcohol use while at work or on duty; d) information that an employee has tampered with drug or alcohol testing at any time; e) negative performance patterns in combination with a reasonable belief by the District that the employee is under the influence; or f) excessive or unexplained absenteeism or tardiness in combination with a reasonable belief by the District that the employee is under the influence.

D. Post-Accident Testing

The District may require an employee to undergo drug or alcohol testing if the employee or another person has sustained an injury while at work or property has been damaged while at work (including damage to equipment). *Applicable state workers' compensation laws may exclude an employee from eligibility for benefits if the employee refuses to submit to testing or receives a positive test result.*

E. Return from leave

The District may require an employee to undergo drug or alcohol testing if the test is requested or required by the employer in connection with an employee's return to duty from leave of absence.

F. Post-rehabilitation Testing

The District may require an employee to undergo unannounced drug or alcohol testing for a period of up to two (2) years commencing with the employee's return to work, following a positive test or following participation in a drug or alcohol dependency treatment program.

4. CONSEQUENCES; DISCIPLINARY ACTIONS

If an applicant refuses to undergo testing or receives a positive result for the presence of drugs or alcohol, the conditional offer of employment will be withdrawn. The applicant will not be hired.

If an employee refuses to undergo testing or receives a positive result for the presence of drugs or alcohol, the employee will be subject to discipline, up to and including termination, at the discretion of the District.

Medical Marijuana Notice: The consequences described in this section will apply to a person who tests positive for marijuana *if* that person (i) does not possess a valid Oklahoma medical marijuana license (MML), (ii) possesses, consumes, or is under the influence of medical marijuana or medical marijuana product while at the place of



employment or during the fulfillment of employment obligations, or (iii) is or would be assigned to a position Performing Safety-Sensitive Job Duties, as defined in this Policy.

## 5. GENERAL PROVISIONS

### A. Substances which may be tested

The substances tested shall be for drugs and alcohol as permitted by law. Generally speaking, these may include alcohol, amphetamines, cannabinoids (including marijuana), cocaine, phencyclidine (including PCP), hallucinogens (including LSD, mescaline, and psilocybin), methaqualone (including Quaaludes), opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of these substances.

### B. Time and Cost of Testing; Time to Challenge Results

Any testing of current employees shall be considered work time for purposes of compensation.

The employer will pay the costs of testing. However, if the employee or applicant requests a confirmation test of a sample within twenty-four (24) hours of receiving notice of a positive test in order to challenge the results of the positive test, that employee/applicant shall pay the costs of the confirmation test of that sample. If the confirmation test reverses the findings of the challenged test, the employer will reimburse the individual for their costs in challenging the test.

### C. Testing Procedures

All collection and testing shall be done in accordance with the rules promulgated by the Oklahoma State Board of Health.

All sample collection and testing for drugs and alcohol pursuant to the provisions of this act shall be conducted in accordance with the following conditions:

1. Samples shall be collected and tested only by individuals deemed qualified by the State Board of Health and may be collected on the premises of the District.
2. Only samples deemed appropriate by the State Board of Health for drug and alcohol testing shall be collected.
3. The collection of samples shall be performed under reasonable and sanitary conditions.

4. A sample shall be collected in sufficient quantity for splitting into two separate specimens, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of challenge of the test results on the main specimen.
5. Samples shall be collected and tested with due regard to the privacy of the individual being tested. In the instances of urinalysis, no District representative, agent or designee shall directly observe an employee in the process of producing a urine sample; provided, however, collection shall be in a manner reasonably calculated to prevent substitutions or interference with the collection of testing reliable samples.
6. Sample collection shall be documented, and the documentation procedures shall include:
  - a. labeling of samples so as to reasonably preclude the probability of erroneous identification of test results;
  - b. an opportunity for the employee to provide notification of any information which the employee considers relevant to the test, including identification of any currently or recently used prescription or nonprescription drugs, or other relevant information. Employees using prescription drugs which might impact the test should report this information, including the name of the authorized licensed medical practitioner who prescribed the drug, and the duration of the prescription, to the testing personnel immediately prior to any testing. Any over-the-counter drugs that may impact the test should be reported.
7. Sample collection, storage and transportation to the testing facility shall be performed so as to reasonably preclude the probability of sample contamination or adulteration.
8. Sample testing shall conform to scientifically accepted analytical methods and procedures. Testing shall include confirmation of any positive test result by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by State Board of Health rule, at the cutoff levels as determined by State Board of Health rule, before the result of any test may be used as a basis for any action by an employer.
9. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.

An employee covered under this policy has the right to explain, in confidence,

the test results. The reporting of the results of the drug test shall be handled discreetly between the testing facility and the District.

D. Confidentiality Requirements

Records of all drug and alcohol test results and related information maintained by the District shall be the property of the District and, upon the request of the applicant or employee tested, shall be made available for inspection and copying to the applicant or employee. Except as provided in the next paragraph, the District shall not release such records to any person other than the applicant, employee, or the review officer.

Records of all drug and alcohol test results and related information maintained by the employer may be released by the District for any of the following purposes:

- as admissible evidence by the District or the individual tested in a case or proceeding before a court of record or administrative agency if either the employer or the individual tested are named parties in the case or proceeding;
- in order to comply with a valid judicial or administrative order; or
- to the District's employees, agents, and representatives who need access to such records in the administration of the Standards for Workplace Drug and Alcohol Testing Act.

Additionally, the District, contracting with another employer, may share drug or alcohol testing results of any tested person who works pursuant to such contractual agreement.

E. Performing Safety-Sensitive Job Duties

Safety-sensitive job duties includes tasks or duties that the District reasonably believes could affect the safety and health of the employee performing the task or others. These duties include but are not limited to:

- the handling, packaging, processing, storage, disposal or transport of hazardous materials,
- the operation of a motor vehicle, other vehicle, equipment, machinery or power tools,
- repairing, maintaining or monitoring the performance or operation of any equipment, machinery or manufacturing process, the malfunction or disruption of which could result in injury or property damage,
- the operation, maintenance or oversight of critical services and infrastructure including, but not limited to, electric, gas, and water

utilities, power generation or distribution

The District reserves the right to modify this list in keeping with the law as job titles may change from time to time. Currently, the positions of O&M Tech I, II, Senior, Supervisor and General Manager are considered Safety-Sensitive for purposes of this section and policy. If you have a question as to whether your job is classified as Safety-Sensitive Job Duties, ask the supervisor or the General Manager.

F. Appeal; Questions

There is no right to appeal other than as provided by law. If you have questions about this policy, please see the General Manager.

### **703 Sexual and Other Unlawful Harassment; Complaint Procedure; No Retaliation**

The District is committed to providing a work environment that is free of discrimination and unlawful harassment. Unlawful harassment includes harassment based upon a person's legally protected status such as race, color, religion, sex, sexual orientation, gender identity, pregnancy, national origin, age, disability, genetic information, protected veteran status, or any other characteristic protected by law.

The conduct prohibited by this policy, whether verbal, physical, or visual, includes any discriminatory employment action and any unwelcome conduct that affects someone because of that individual's protected status. Among the types of unwelcome conduct prohibited by this policy are epithets, slurs, negative stereotyping, intimidating acts, and the circulation or posting of written or graphic materials that show hostility toward individuals because of their protected status. The District prohibits that conduct even if it is not sufficiently severe or pervasive to constitute unlawful harassment.

Specifically, with respect to sexual harassment, the District prohibits the following:

- Unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
  - Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
  - Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
  - Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

Examples of the types of conduct expressly prohibited by this policy include, but are not

limited to, the following:

- Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, or brushing against another's body.
- Sexually suggestive touching.
- Grabbing, groping, kissing, fondling.
- Offensive whistling.
- Lewd, off-color, sexually or racially oriented comments or jokes.
- Obscene language.
- Leering, staring, stalking.
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, cartoons.
- Unwanted or offensive letters or poems.
- Sitting or gesturing sexually.
- Sexually, racially, or otherwise discriminatory or lewd E-mail or voice-mail messages.
- Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life, body, sexual activities, deficiencies, or prowess.
- Questions about one's sex life or experiences.
- Repeated requests for dates.
- Sexual favors in return for employment rewards, or threats if sexual favors are not provided.
- Sexual assault or rape.
- Any other related types of conduct or behavior deemed inappropriate by the District.

## COMPLAINT PROCEDURE

If you experience any job-related unlawful harassment, promptly report the incident to the General Manager. This policy applies to all incidents of alleged discrimination or harassment, including those which occur off-premises, or off-hours, where the alleged offender is a supervisor, coworker, or even a nonemployee with whom the employee is involved, directly or indirectly, in a business or potential business relationship.

Should the alleged harassment occur at a time other than your normal business hours, your complaint should be filed as early as practicable on the first business day following the alleged incident.

Please understand that the District takes complaints of discrimination and harassment very seriously. All complaints will be kept confidential to the maximum extent possible.

All employees have a duty to report any conduct which they believe violates this policy. In addition, every employee has a duty to cooperate with any investigation conducted by the District, regardless of whether the investigation is being conducted by the District officials or outside parties retained by the District for this purpose.

If the District determines that an employee is guilty of unlawful discrimination against or unlawfully harassing another individual, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment.

## **NO RETALIATION**

**The District prohibits any form of retaliation against any employee for making a good faith report of a violation of this policy or assisting in good faith in a complaint investigation. However, if, after investigating any complaint of harassment or discrimination, the District determines that the complaint is frivolous and was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the frivolous complaint or who gave the false information, up to and including termination.**

## **704 Attendance and Punctuality**

To maintain a safe and productive work environment, the District expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the District. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Excessive unscheduled absences or tardies should also be avoided.

Failing to meet the attendance requirements, including not being tardy, is disruptive and may lead to disciplinary action, up to and including termination of employment.

## **705 Personal Appearance/Dress Code Allowance**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the District presents to customers and visitors.

During working hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions.

All maintenance personnel shall wear District provided uniforms at all times when on duty. The District shall pay the cost of uniform purchase. Maintenance personnel shall wear appropriate safety steel-toed footwear (leather boots/shoes). No open toed footwear will be permitted. The District will provide a \$175.00 per year footwear allowance to maintenance employees.

Consult the General Manager if you have questions as to what constitutes appropriate attire.

The employee shall be required to launder, and mend District provided uniforms.

## **706 Return of Property**

Employees are responsible for all District property, materials, or written information issued to them or in their possession or control. Employees must return all District property immediately upon request or upon termination of employment. For purposes of this policy, “property” includes physical property such as uniforms, equipment, papers etc., but it also includes electronically stored information which is the property of the District such as information stored on external drives or in the Cloud.

## **707 Security Inspections**

The District wishes to maintain a work environment that is free of illegal drugs, alcohol, explosives, or other improper materials. To this end, the District prohibits the possession, transfer, sale, or use of such materials on its premises. The District requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remains the sole property of the District. Accordingly, they, as well as any articles found within them can be inspected by any agent or representative of the District at any time, either with or without prior notice.

## **708 Solicitation**

In an effort to ensure a productive and harmonious work environment, persons not employed by the District may not solicit or distribute literature in the workplace at any time for any purpose.

The District recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during workhours.

In addition, the posting of written solicitations on company bulletin boards is restricted. These bulletin boards display important information, and employees should consult them frequently for:

- Employee announcements
- Internal memoranda
- Job openings

If employees have a message of interest to the workplace, they may submit it to the General Manager for approval. All approved messages will be posted by the General Manager.

## **709 Problem Resolution**

The District is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from District supervisors and management.

The District strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with the District in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. The Employee presents the problem to the General Manager within 5 calendar days after the incident occurs.
2. The General Manager either responds to the problem during the discussion or, when necessary, after appropriate consultation and review (see below), but within 5 calendar days. General Manager documents this discussion.
3. The General Manager counsels and advises the Employee, assists in putting the problem in writing, visits with the Employee's manager(s), if necessary, and reviews problem in light of policy.
4. The General Manager may consult with a specialist in the area, and with the Board to review and consider the problem. The General Manager informs the Employee of the final decision within 5 calendar days, and forwards a copy of the written response to the Employee's file. The General Manager has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everyone's job security.



## **710 Firearms and Weapons Policy**

Employees, visitors, or other third parties are prohibited from open or concealed carrying, maintaining, or storing a firearm on any part of the District's property, regardless of whether the owner has a valid permit. The District's property includes all vehicles, buildings, administrative offices, outside grounds, and areas. For purposes of this policy, the District's property does not include locked, private motor vehicles on any property set aside for parking such vehicles. As authorized by Oklahoma state law, employees are permitted to transport and store lawfully owned firearms and ammunition in a locked privately-owned motor vehicle in a parking lot, parking garage, or other parking area provided for employees. Firearms include, but are not be limited to, rifles, shotguns, pistols, and handguns.

It may be necessary and appropriate in the course of District operations to control nuisance wildlife. An employee who engages in this activity must have authorization from the General Manager and must possess a valid Nuisance Wildlife Control Operator's Permit from the Oklahoma Department of Wildlife Conservation. Any firearm used for such purposes shall be that which is owned by the District and not a personal firearm.

Employees, visitors, or other third parties are prohibited from bringing onto or possessing on any part of the District's property, as defined above, any weapon. Weapons are items designed or used for inflicting bodily harm or physical damage and which are not being used for a legitimate District work purpose.

Any individual who is reported or discovered to possess a firearm or weapon in violation of this policy will be asked to remove it immediately and may be subject to disciplinary action up to and including immediate termination and may be subject to other legal action. If you have any questions about this policy, see the General Manager.

## **801 Longevity and Safety Bonus**

### **Longevity Bonus**

Each employee has the opportunity to receive an annual bonus composed of longevity, individual safety performance and group safety performance.

Longevity will be based upon years of service and a satisfactory performance review. The amount will increase each successive year. Each employee shall receive an annual award of \$25.00 for each full year of service completed for the first nine (9) years of service. Employees with 10 or more years of service shall receive \$50.00 for each year of service completed. The service award shall be paid in December of each year.

Longevity will be paid beginning at the conclusion of the first year of service (Year 1) according to the following schedule (Year 1 will be prorated to reflect actual service during Year 1, if necessary):

	Longevity
Year 1	\$25
Year 2	\$50
Year 3	\$75
Year 4	\$100
Year 5	\$125
Year 6	\$150
Year 7	\$175
Year 8	\$200
Year 9	\$225
Year 10	\$500
Year 11	\$550
Year 12	\$600
Year 13	\$650
Year 14	\$700
Year 15	\$750
Year 16	\$800
Year 17	\$850
Year 18	\$900
Year 19	\$950
Year 20	\$1,000
Year 21	\$1,050
Year 22	\$1,100
Year 23	\$1,150
Year 24	\$1,200
Year 25	\$1,250

#### Safety Award

An individual safety award will be made annually, based upon a calendar year (January 1 – December 31), if the employee has no minor or significant incident as defined below. The employee will be eligible at the conclusion of their first calendar year of service. The first bonus will be in the amount shown for Year 1 and increase each year according to the schedule below, assuming no incident occurs during that year. If the employee has an incident (minor or significant), they receive \$0 individual safety bonus that year and start back at Year 1 the next year (assuming no incident).

A group safety bonus may also be made annually, based upon a calendar year, according to the safety performance of all employees. Each employee will be eligible at the conclusion of their first calendar year of service. The first bonus will be in the amount shown for Year 1 in the schedule below, assuming no more than one minor incident and no significant incident occurs for the entire employee group. Should these criteria not be met, no group safety bonus will not be awarded for that calendar year and the next year (assuming the criteria are met) will start back at Year 1.

The definitions of minor and significant incident, for purposes of awarding the safety bonuses shall be as follows below. Determinations will be made by the General Manager and be at his/her sole discretion.

- Significant incident
  - Any work-related fatality, or any serious injury resulting in permanent inability to perform work (long term disability)
  - Any work-related injury or illness requiring hospitalization
  - An at-fault vehicle/equipment accident resulting in injury to employee or member of the public
- Minor incidents
  - Any work-related injury or illness requiring medical treatment beyond first aid, but not hospitalization
  - Any work-related injury or illness that results in loss of consciousness, days away from work, restricted work, but not requiring hospitalization
  - An at-fault vehicle/equipment accident not resulting in injury to employee or member of the public

For purposes of awarding the two safety bouses, the following schedule will apply:

	Individual Safety	Group Safety
Year 1	\$154	\$129
Year 2	\$208	\$183
Year 3	\$261	\$236
Year 4	\$315	\$290
Year 5	\$369	\$344
Year 6	\$423	\$398
Year 7	\$476	\$451
Year 8	\$530	\$505
Year 9	\$584	\$559
Year 10	\$675	\$650
Year 11	\$733	\$708
Year 12	\$790	\$765
Year 13	\$848	\$823
Year 14	\$905	\$880
Year 15	\$963	\$938
Year 16	\$1,020	\$995
Year 17	\$1,078	\$1,053
Year 18	\$1,135	\$1,110
Year 19	\$1,193	\$1,168
Year 20	\$1,250	\$1,225
Year 21	\$1,308	\$1,283
Year 22	\$1,365	\$1,340
Year 23	\$1,423	\$1,398
Year 24	\$1,480	\$1,455
Year 25	\$1,538	\$1,513

#### Terms Applicable to both the Longevity and Safety Bonus Awards

No awards will be paid to an employee who is not employed at the time of the payment.  
The Bonus awards remain at the discretion of the District and must be approved by the

Board.

All bonus amounts approved under this policy will be paid, less applicable withholdings, in the employee's regular paycheck in the time period described in this policy.

RESOLUTION  
OF  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
REGARDING  
REVISED AND UPDATED PERSONNEL POLICY MANUAL

WHEREAS, a quorum of the Board of Directors of the Central Oklahoma Master Conservancy District met in a regular meeting and considered approval of revised and updated Personnel Policy Manual.

IT IS HEREBY RESOLVED that the revised and updated Personnel Policy Manual should be and is hereby approved.

APPROVED by a majority of Board members present on this 3<sup>rd</sup> day of June, 2021.

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Amanda Nairn, President

Item E.11

Item E.12

Manager's Report  
June 2021

- BOR presented results from most recent update of lake water supply yield model
  - Presented to cities, will present to Board next
  - Next steps are to further refine and enhance the model to develop a conservation plan
    - evaluate and establish lake level triggers for drought contingency planning
    - refine drought scenarios
    - conservation scenarios
    - augmentation and supplemental supplies
- Majority of items from auction have been picked-up
  - Received check from Big Iron for \$86,900
  - Total for both auctions of \$146,327
- A lot of general maintenance was performed due to recent weather events and otherwise
  - Boathouse repair, boathouse jetty repair, limb removal, septic system problem diagnosis and eventual repair at the shop
- Due to excessive rainfall amounts and days, we are behind on our mowing relative to our typical schedule. Will commence once it dries out satisfactorily.
- Relift O&M
  - Replaced two malfunctioning check valves at re-Lift station
  - Removed pump #5 to evaluate and possibly rebuild (Del City)
    - Currently waiting on pump returning from repair
- Held lunch meeting on May 18<sup>th</sup> with Norman Chamber of Commerce, District 2 County Commissioner, NormanNext and VisitNorman to provide an introduction to the District and a tour
- All technicians and Supervisor completed the annual renewal education for Class D water operator's license
- Spot repair on Norman surge tower completed in fulfillment of BOR recommendation
- General Manager and Supervisor attended BOR training for emergency response and security on June 1st
- Supervisor discussed security protocols with BOR and emergency response agencies in the event of security breach of any kind on district properties
  - Included Norman Police Department, Cleveland County Sheriff, State Park Rangers, and OHP
- Participated in lunch meeting with Midwest City officials on June 1<sup>st</sup> to discuss budget for 2022
- Participated in EPSCOR Sustainable Solutions for Oklahoma (S3OK) Academy/Town Hall
- General Manager has asked to participate in an Oklahoma Comprehensive Water Plan (OCWP) discussion group by the OWRB
  - Will help develop the programmatic work plan for the OCWP
- Staff met with Paul Cunningham from Worth Hydrochem to discuss reporting functions of new Ignition software



- Participated in May 13<sup>th</sup> meeting to review and provide comment on the draft RFP for the DC pipeline replacement project across Tinker AFB property
- Met with Mike Smith of BancFirst to discuss some process improvement opportunities with billing and deposits