

**CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
AGENDA FOR REGULAR MEETING  
Kyle Arthur, General Manager  
NCED Conference Center 2801 E Hwy 9 Norman, OK  
Main Ballroom, Salon JKL  
**TIME: 5:30 P.M.**  
THURSDAY, May 6, 2021**

THIS MEETING WILL BE CONDUCTED BY VIDEOCONFERENCE AND TELECONFERENCE.  
IF YOU ARE NEW TO THE "GO TO MEETING" APP, PLEASE INSTALL BEFORE MEETING START TIME.

**VIDEOCONFERENCE:** TO JOIN THE MEETING USING A COMPUTER, SMARTPHONE, OR TABLET, GO TO  
[HTTPS://GLOBAL.GOTOMEETING.COM/JOIN/870201997](https://global.gotomeeting.com/join/870201997) MEETING ACCESS CODE: 870-201-997

**TELECONFERENCE:** TO LISTEN TO THE MEETING USING A TELEPHONE, CALL 1-877-309-2073 ENTER ACCESS  
CODE: 870-201-997.

FOR ALL THOSE ATTENDING THE MEETING IN PERSON, FACE MASKS AND SOCIAL DISTANCING WILL BE  
REQUIRED TO PROTECT YOURSELF AND OTHERS ATTENDING.

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

IN THE EVENT THE COMMUNICATION LINK OR CONNECTION IS LOST AND THE MEETING IS INTERRUPTED,  
THE DISTRICT WILL MAKE EVERY EFFORT TO RESTORE THE LINK OR CONNECTION WITHIN THIRTY (30)  
MINUTES AND THE MEETING WILL THEN CONTINUE. IF THE DISTRICT IS UNABLE TO RESTORE THE LINK OR  
CONNECTION WITHIN THIRTY (30) MINUTES AFTER IT IS LOST THE MEETING WILL BE RESCHEDULED AND  
RECONVENED AT A DATE AND TIME TO BE DETERMINED AND NOTICE SHALL BE GIVEN IN ACCORDANCE WITH  
THE OPEN MEETING ACT. ONLY MATTERS APPEARING ON THE ORIGINAL AGENDA MAYBE DISCUSSED IF THE  
MEETING IS RECONVENED.

**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. (ALAN  
SWARTZ, OKLAHOMA AREA LEADER)

2. PRESENTATION OF CAPSTONE PROJECT FROM UNIVERSITY OF OKLAHOMA

**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.

3. CONSIDERATION AND POSSIBLE APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING HELD ON  
THURSDAY, MARCH 4, 2021

4. CONSIDERATION AND POSSIBLE APPROVAL OF MINUTES OF SPECIAL BOARD MEETING HELD ON THURSDAY,  
MARCH 23, 2021

5. CONSIDERATION AND POSSIBLE APPROVAL OF FINANCIAL STATEMENTS FOR OPERATING ACCOUNT FOR  
FEBRUARY 2021

6. CONSIDERATION AND POSSIBLE APPROVAL OF FINANCIAL STATEMENTS FOR OPERATING ACCOUNT FOR  
MARCH 2021

7. CONSIDERATION AND POSSIBLE APPROVAL OF CONTRACT BETWEEN BUREAU OF RECLAMATION AND THE  
DISTRICT FOR DELIVERY OF TEMPORARY WATER AND CORRESPONDING RESOLUTION

8. CONSIDERATION AND POSSIBLE APPROVAL OF CONTRACT BETWEEN THE DISTRICT AND CITY OF NORMAN  
UTILITIES AUTHORITY FOR DELIVERY OF TEMPORARY WATER AND CORRESPONDING RESOLUTION

9. **CONSIDERATION AND POSSIBLE APPROVAL OF AMENDMENT TO ENGINEERING AGREEMENT BETWEEN THE DISTRICT AND ALAN PLUMMER & ASSOCIATES AND CORRESPONDING RESOLUTION**
10. **CONSIDERATION AND POSSIBLE APPROVAL OF TRANSFERRING ITEMS DEEMED SURPLUS TO OKLAHOMA TOURISM AND RECREATION DEPARTMENT AND CORRESPONDING RESOLUTION**

**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**

**BOARD MEMBER ATTENDANCE METHOD IN PERSON:** AMANDA NAIRN, JANN KNOTTS, MICHAEL DEAN, ROGER FRECH,  
**VIDEOCONFERENCE:** CASEY HURT, WILLIAM JANACEK, KEVIN ANDERS

Item D.3

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

**Thursday, March 4, 2021  
Location- 3701 S.E. 15<sup>th</sup> St  
Del City, OK 73115**

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 March 4, 2021 at 6:30 P.M. using the following options:

Teleconference dial in number 1-877-309-2073, access code 127-947-629

Videoconference <https://global.gotomeeting.com/join/127947629>

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

**A. Call to Order**

President Amanda Nairn called the meeting to Order at 6:36 pm.

**Roll Call:**

President Amanda Nairn  
Vice President Casey Hurt  
Treasurer Jann Knotts  
Secretary Michael Dean  
Board Member Roger Frech  
Board Member Kevin Anders  
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  
Beverly Palmer, Attorney City of Del City

Videoconference/telephone guests:  
Mark Roberts  
Scott Aynes  
Paul Streets  
Curt Dikes

Julie Chambers  
Geri Wellborn  
Heather Poole  
Kristen Brightmire  
Electrical Solutions of Oklahoma, Inc.

**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:

Line 1

- 18-inch compressed liner was installed under Sooner Road and placed into service
- contractor has been backfilling point repairs and restoring sites to pre-construction conditions as the ground conditions allow

Line 2 and 3

- due to the weather, the pipeline had to be placed back into service leaving the liner under I-240 unfinished. This will have to be completed under an additional future shutdown
- working on final grading and finishing ARV and BOV Vaults including installing valve stems, stem guides, stem covers, etc.

President Nairn expressed gratitude to the contractors and to all the staff involved in the recent leaks at the relift facility. Temperatures were in the single digits, making the repairs problematic.

Kyle Arthur updated the Board on a 600-foot section of pipe located west of the old General Motors plant, (Tinker property now) under Air Depot. This section was not going to be replaced during the Pipeline Project. It was misunderstood that Tinker would be performing their construction and that would tie into the new replacement of our pipeline. Mr. Swartz explained to the Board that the pipe is C301, which has a history of failure. It is deep and has 15 ft of cover. There are risks involved if not replaced. The cost is estimated at \$300,000 to \$400,000 to replace the 600 feet. The goal would be to time this with the replacement of the Tinker line to decrease the cost. The Corp of Engineers is planning on sending out for RFP's late summer, early fall. The Corp would like the project completed at end of fiscal year 2022. Mr. Arthur stated he recommended replacement of the section of pipe and will continue to discuss coordination with the Corps.

**C.2. Revised and updated Personnel Policy Manual**

Please see document titled "Draft COMCD Personnel Policy Manual" in the packet. Kyle Arthur thanked Attorney Kristen Brightmire, and District Counsel Dean Couch for their assistance. Mr. Arthur stated tonight the agenda item is not to vote on the manual but to discuss and highlight some of the major recommended changes. The personnel manual was last updated in 2018. In the process of reviewing the District's personnel policies and manual, Mr. Arthur consulted with legal counsel and found that four employees should be classified as nonexempt and therefore should be keeping time records. Those employees are now doing that.

Further, overtime must be paid to those non-exempt employees when they work overtime (more than 40 hours in a work week). Overtime pay is computed at 1.5 times the nonexempt employee's regular rate of pay. This will now be the policy of the District. Employees may be required to take an adjusted work week in lieu of payment. Additionally, to satisfy state law nonexempt employees must be paid at least semi-monthly. Therefore, moving forward, all employees will be paid on the 1<sup>st</sup> and 15<sup>th</sup> of each month for 24 total payments annually. Mr. Arthur also recommended recognition time off for exempt employees when they are required to work more than 40 hours in a work week. Recognition time off that has been awarded must be taken within 6 months of the date it was earned. The rate shall be awarded at a rate of 1.5 hours, however there will be no compensation associated with recognition time off at any time. Vice President Casey Hurt stated it was not unusual to have the expiration date be 1 year.

Mr. Arthur then proceeded to highlight some of the major revisions to the policy manual. A qualified medical emergency plan (donated sick leave policy) will be approved as a part of this plan per Internal Revenue Service requirements. Additionally, previous employee manuals did not have an explicit policy for expectations and requirements regarding the use of a District provided cell phone and plan, or a stipend. Therefore, a cell phone policy has been drafted and is recommended. Vice President Casey Hurt stated missing from this draft is language requiring all employees to always have a cell phone. Attorney Brightmire stated this policy, as drafted, simply puts employees on notice if they do not want communications subject to open records act, the employee would need to have a separate cell phone for only personal use and use the District provided phone for only District business. Kevin Anders added board members may need to be provided a District cell phone as well.

The third major item in the revised manual Mr. Arthur discussed was regarding the use of medical marijuana. He stated the previous manual did not acknowledge medical marijuana license, so he is recommending adding a medical marijuana notice so that those who may have a license to legally use medical marijuana understand how the District will enforce its drug policy. Generally speaking, it puts employees on notice who hold "safety-sensitive" jobs that having a valid license will not exempt them from the requirement to be not under the influence at work or to absolve a positive test. Mr. Arthur did state that each case would be evaluated individually, and any positive test would not always result in termination. The following positions were designated, in the latest draft, as safety-sensitive: O&M Techs I, II and Senior and O&M Supervisor.

Finally, Mr. Arthur recommended a revised firearm and weapons policy. The previous manual stated if you brought a firearm you simply had to disclose to the General Manager. The proposed policy goes further and prohibits the open or concealed carry of a weapon on or in District property. However, 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 designated area of the District property. President Nairn stated signage needs to be displayed in appropriate locations. Mr. Arthur further stated that three District employees have nuisance licenses through ODWC to lawfully control nuisance wildlife with the use of firearms. The proposed policy would recognize and permit that continued activity and that, further, it has been approved by the Bureau of Reclamation. However, any firearm used for such purposes shall be that which is owned by the District and not a personal firearm. The weapon would be stored in a locked safe and checked out to the licensed employee to perform nuisance control. Secretary Michael Dean asked why the District would want to take on the liability of owning a firearm. President Nairn said she thinks it would be a higher liability for the employees to use their personal firearm. Kyle Arthur stated he will be speaking to the other Conservancy District's, and the three cities regarding their policies. Attorney Brightmire stated if you decide to allow employees to carry the District would need to increase training and insurance coverage. Mr. Dean expressed concern that this policy takes away employee's right to carry a gun. William Janacek added that he would not expect to be able to carry while at work. Kevin Anders suggested Mr. Arthur consider the suggestions and ideas presented today and present for consideration at future board meeting.

**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, February 4, 2021**

The minutes were reviewed and finding those in good order as presented, Casey Hurt made a motion seconded by Kevin Anders to approve the Resolution.

Roll call vote:

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

Motion Passed

**D.4. Consideration and possible approval of financial statements for operating account for January 2021**

Treasurer Knotts pointed out that 7 months into the fiscal year expenses are under budget. The Del City Pipeline costs for the month were \$1,109,147.30. Finding the financial statement in good order as presented Jann Knotts made a motion seconded by Casey Hurt 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. Discussion and consideration of execution of Intergovernmental Agreement with OWRB for water quality monitoring**

President Nairn announced that Curt Dikes and Julie Chambers, from OWRB, are attending virtually if anyone has questions. Kyle Arthur informed board members that the cost for the water quality monitoring is \$62,724.00, which is a decrease of \$5,421.00 from last year. The difference is there is one less site that will be sampled, (SDOX) and labor expenses are less. Julie Chambers stated that Curt Dikes will be the project lead. President Nairn stated OWRB has performed water quality monitoring for 20+ years. The District also has a contract with OWRB to evaluate long-term trend analysis. The OU capstone project is studying that 20+ years of data.

Finding the Intergovernmental Agreement in good order as presented Roger Frech 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. Discussion, consideration, and possible approval of the proposed 2022-2024 budget**

Kyle Arthur stated there were some changes since the last version was presented. In the personnel accounts, the amount has decreased due to the resignation of an employee. Unfortunately, he is very ill. This employee performed telemetry, radio communication, Scada systems, and IT work , just to name a few. Hydrochem, out of Norman, provides these types of service. Kyle stated the District would utilize Hydrochem on an as-needed basis, eliminating the need to hire a full-time replacement employee. Mr. Arthur estimates the savings for one year to be around \$50,000.

In the 5009 account, employee retirement, there is a \$40,000 decrease. Kyle Arthur spoke to OkMRF they are comfortable with the District skipping one year of contributions, due to the retirement fund being over funded. The employee who resigned was not fully vested so those funds will remain as well. The account 5503, consulting, increased to primarily reflect the possible need for Hydrochem or other consultants to perform the telemetry/SCADA work. The O&M proposed budget amount now stands at \$924,095.00. This is a decrease of roughly \$120,000 from last year's budget.

Mr. Arthur explained, as it related to the projections for FY 23 and 24, two employees could retire in two to three years. In fiscal year 2023 monies were allocated for 6 months of job shadowing with a new hire. In year 2024, overall, salaries decrease as a result of the new hires replacing the retiring ones which would likely be at a lower, less senior salary. Casey Hurt pointed out that three employees recently received salary increases, and longevity was increased, and still this budget is lower. Casey stated that is a testament to the work that Mr. Arthur is doing, and he thanked him.

Mr. Arthur noted that in this proposed budget the cities are being assessed for the Del City Pipeline Project loan payments. In past meetings there was mention of not assessing the cities for the Del City Pipeline Project loan payments but due to the unknown costs for the additional 600 feet of pipe at Air Depot and the principal and interest amount being higher, than previously understood, Mr. Arthur recommends the loan payments be assessed to the cities. Jann Knotts made a motion seconded by Casey Hurt to approve the Resolution regarding the FY 2022-2024 budget.

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.7. Legal Counsel's Report**

- February 4<sup>th</sup>-attend monthly board meeting at City of Norman municipal offices
- February 11<sup>th</sup>- distribute copy of SB 1031 to Kyle and Kelley, reinstating Open Meeting Law video conference provisions for pandemic emergency
- February 22- forwarded copy of OMES Central Purchasing rules about Notice of Award to winning bidder with background
- February 22- review Electrical Systems of Oklahoma bid document sent by Tim Carr, research issues regarding bid documents, particularly use of terminology including proposal, Value Engineering and alternate bid, prepare and dispatch memo on same to Kyle on February 25
- February 24- review draft of employee handbook with revisions suggested by Kristen Brightmire
- February 25- conference call with Kyle and Kristen Brightmire to review draft revisions to Employee Handbook, and review Kristen Brightmire changes resulting to conference call discussion
- February 26- draft resolutions on March 4 board meeting agenda items and dispatch to Kelley

#### **E.8. General Manager's Report**

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

#### **E.9. 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 stated the April Board meeting's location is tentatively set for Midwest City, and the May meeting will be held in Norman due to the Capstone presentation.

#### **F. Adjourn**

There being no further business, President Nairn adjourned the meeting at 9:15 PM.

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 March 4, 2021, are approved.

APPROVED by a majority of Board members present on this 6<sup>th</sup> day of May, 2021.

Item D.4.

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

**Thursday, March 23, 2021**

**5:00 P.M.**

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 Special Board Meeting on March 23, 2021 at 5:00 P.M. using the following options:

Teleconference dial in number 1-866-899-4679, access code 568-729-629

Videoconference <https://global.gotomeeting.com/join/568729629>

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

**A. Call to Order**

President Amanda Nairn called the meeting to Order at 5:00 pm.

**Roll Call:**

**Board Members Present:**

President Amanda Nairn (videoconference)

Vice President Casey Hurt (videoconference)

Treasurer Jann Knotts (videoconference)

Secretary Michael Dean (videoconference)

Board Member Roger Frech (videoconference)

Board Member William Janacek (videoconference)

**Board Members Absent:**

Kevin Anders

**Staff Present:**

Kyle Arthur, General Manager (office)

Kelley Metcalf, Office Manager (office)

Tim Carr, Operations & Maintenance Supervisor (videoconference)

Dean Couch, Legal Counsel (videoconference)

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

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

**C. Introduction of all guests**

Mark Roberts, City of Midwest City (videoconference)

Beverly Palmer, City of Del City (teleconference)

Jimmy Robertson II, Electrical Solutions of Oklahoma, Inc (videoconference)

Jimmy Robertson III, Electrical Solutions of Oklahoma, Inc (videoconference)

Geri Wellborn, City of Norman (missed introduction, but arrived @ 5:06 P.M. teleconference)

**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.1. Discussion, consideration, and possible vote to approve and award contract with Electrical Solutions of Oklahoma, Inc. for plant backup generator replacement**

President Nairn provided an explanation and justification for calling a special meeting. She stated a special meeting was warranted in an effort to get a 10-day head start on the generator replacement project; to have it in place sooner rather than later—particularly with storm season coming.

Kyle Arthur stated the current backup generator is 10 to 20 years old and is only able to run 2 pumps. In an emergency, 6 pumps need to be capable of running. The expense has been earmarked from surplus operating funds and will not be assessed to the cities. The project amount exceeded the \$50,000 threshold, so the District proceeded with competitive bidding process as required by Title 82 Section 569 Oklahoma Statutes. The Statute also requires publication in at least one newspaper of general circulation in the county where the work will be performed once a week for three consecutive weeks. Further, it states that there cannot be less than 14 days between the 1<sup>st</sup> and last time the ad is to be published. The bid notice was published in the Norman Transcript and in The Journal Record. The notice appeared three consecutive weeks in each publication. A pre-bid mandatory conference was held at the District office on January 25, 2021. The deadline to receive bids was February 5, 2021. Bids were opened on February 8<sup>th</sup>. There were two bids received, one from (ESO) Electrical Solutions of Oklahoma, Inc. (Midwest City OK), and Texoma Power. (Ardmore OK)

The Statute also speaks to the board letting the contract to the lowest and best bidder. Mr. Arthur requested that Dean Couch investigate the definition of that statement. Although the District is not subject to it, Mr. Couch went to the state Purchasing Act, (OMES), for guidance. There are instructions for things such as lowest and best bid. The best can mean, reliability, delivery, implementation schedule, experience, and general attributes of the bid that are beyond simply the price. Mr. Arthur stated that Texoma Power's bid was for a Blue Star 2000 KW generator for \$432,000.00, 2-year warranty, project time 18 weeks, and \$15,000 credit for used generator. ESO turned in one base bid and one alternate bid. The base bid was \$604,485.00 for a Warren Cat 1750 KW generator. Their alternate bid was for 3 Warren Cat, 600 KW each (total 1800 KW) for \$510,214.00, 5-year warranty per unit, project time 13 weeks, and \$35,000.00 credit for used generator. After evaluating and looking at various criteria the District chose ESO's alternate bid. The 3 separate generators created a greater sense of reliability and the Warren Cat (Caterpillar) is a very well-known brand. Mr. Arthur thanked Tim Carr for the hard work he put into this process.

Mr. Arthur asked if there were any questions. Mr. Janacek asked Mr. Arthur if he checked the cost against state contract. Mr. Arthur stated that that was investigated and found that no one with a state contract could do this type of work.

Secretary Michael Dean asked if during the RFP or the pre-bid meeting was the alternate of possibly having multiple engines discussed. Mr. Arthur stated that was not discussed specifically, but it was not restricted. Mr. Dean stated that the other company might be thinking that in general all the District wanted to buy was one engine to meet demand. Mr. Arthur stated they could have been under that impression. Mr. Arthur asked Mr. Couch if he would explain the research he did on this topic. Mr. Couch stated this idea of an alternative bid in a normal public competitive bid contract situation, under Oklahoma State Law, and in his research from other states, is not typically welcomed and therefore may not be considered responsive. However, that said, Mr. Couch looked very carefully at the requirements that the Central Oklahoma Master Conservancy District are under, the state laws here, in light of the fact that the District is not a political subdivision of the state but rather is considered a corporation. Therefore, the District is not specifically governed and bound by the public competitive bidding laws. In looking at other sources he determined more applicable to private contracting situations and to the District, he found information that indicated alternative type bidding—that is, trying to be innovative, trying to provide the best scenario that would accomplish the goals of the entity seeking the bid—was acceptable. Therefore, he concluded, that the evaluation made by Mr. Arthur and COMCD staff of this alternative bid by ESO was appropriate and helpful and should be presented to the board as the recommended bid.

Mr. Dean asked the contractor when the project is complete, in a power failure, will the generator start up automatically. Mr. Robertson responded, yes, it is automatic, all three will come online, just be less loaded if you are just calling for two pumps, one generator runs two pumps, two will run four pumps, and all three will run six pumps. Mr. Robertson also said that Warren-Cat has the option to interface multiple generators which gives the customer the freedom of adding an additional generator to run all eight pumps, if the need ever arises. Additionally, Mr. Dean asked, and Mr. Robertson stated this is a complete install and is turnkey. President Nairn stated ESO will be hauling off the old generator. William Janacek asked what kind of fuel the generator will run on. Mr. Robertson stated diesel.

Mr. Frech asked about any previous experience with running multiple units in series and asked if this something that is novel or standard way of approaching problems like this. Mr. Robertson responded Caterpillar has a track record of running multiple generators in tandem. Mr. Robertson stated that Caterpillar has the research and that he could get that information if anyone desires. Mr. Dean asked if ESO has ever installed such a system. Mr. Robertson stated that they have not installed a tandem generator in the past. Mr. Dean asked if there will be plenty of support from Caterpillar to get installation done properly. Mr. Robertson answered, absolutely, part of the commissioning process will include a full gamut of testing, and a factory Tech will come out and start the generator and perform the fine tuning.

Vice President Hurt added that in his experience with extremely large generator set-ups, Caterpillar in tandem is used. Mr. Hurt stated for maintenance you can cycle one generator while keeping some amount of pumping going. Mr. Hurt stated it is a much better solution to go with multiple generators.

Roger Frech made a motion seconded by Casey Hurt to approve the contract and corresponding Resolution with Electrical Solutions of Oklahoma, Inc.

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	Absent

Motion Passed

President Nairn announced the April 1, 2021 meeting has been cancelled. The May meeting will be held in Norman due to the OU students presenting their final project to the Board. Mr. Dean asked if amended meeting schedules were getting updated and posted appropriately. Office Manager, Kelley Metcalf stated yes that was occurring.

There being no further business, President Nairn adjourned the meeting at 5:27 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 special board meeting held on March 23, 2021, are approved.

APPROVED by a majority of Board members present on this 6<sup>th</sup> day of May, 2021.

Item D.5.

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

Balance Sheet  
As of February 28, 2021

	Feb 28, 21	Jan 31, 21	\$ Change
<b>ASSETS</b>			
Current Assets			
Checking/Savings			
1023-BANCFIRST #3940 & #0014	2,435,395.80	2,345,564.90	89,830.90
1050-LPL FINANCIAL			
1051-LPL ACCT# -2885 AT MARKET	4,280,094.98	4,306,812.56	-26,717.58
Total 1050-LPL FINANCIAL	4,280,094.98	4,306,812.56	-26,717.58
Total Checking/Savings	6,715,490.78	6,652,377.46	63,113.32
Accounts Receivable			
1800-GRANTS RECEIVABLE			
1900-ASSESSMENTS RECEIVABLE			
1901-DEL CITY	99,426.63	99,426.63	0.00
1902-OPERATIONS AND MAINTENANCE	32,812.50	32,812.50	0.00
1903-POWER			
Total 1901-DEL CITY	132,239.13	132,239.13	0.00
1905-MIDWEST CITY			
1906-OPERATIONS AND MAINTENANCE	254,230.12	381,345.19	-127,115.07
1907-POWER	132,900.00	198,450.00	-66,150.00
Total 1905-MIDWEST CITY	386,530.12	579,795.19	-193,265.07
1909-NORMAN			
1910-OPERATIONS AND MAINTENANCE	275,625.73	275,625.73	0.00
1911-POWER	97,387.50	97,387.50	0.00
Total 1909-NORMAN	373,013.23	373,013.23	0.00
Total 1900-ASSESSMENTS RECEIVABLE	891,782.48	1,085,047.55	-193,265.07
Total Accounts Receivable	924,282.60	1,117,547.67	-193,265.07
Other Current Assets			
1920-(BANCFIRST)-DWSRF ESCROW	40,730.76	32,632.77	8,097.99
1951-DWSRF REPYMT DUE-CURRENT	1,629.87	9,491.20	-7,861.33
Total Other Current Assets	42,360.63	42,123.97	236.66
Total Current Assets	7,892,734.01	7,812,049.10	-129,915.09
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	6,213,020.61	5,549,572.20	663,448.41
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	15,900,395.80	15,236,947.39	663,448.41
2010-TRANSFERRED FROM BUREC			
OFFICE FURNITURE & FIXTURES	1,326.00	1,326.00	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	2,060,361.87	2,060,361.87	0.00
OFFICE EQUIPMENT	99,280.89	99,280.89	0.00
PLANT AND DAM EQUIPMENT	5,020,772.17	5,020,772.17	0.00
VEHICLES AND BOATS	748,744.17	748,744.17	0.00
Total 2020-OTHER PURCHASED ASSETS	7,929,159.10	7,929,159.10	0.00
2030-ALLOWANCE FOR DEPRECIATION	-9,590,057.37	-9,556,745.14	-33,312.23
Total Fixed Assets	14,241,676.53	13,611,540.35	630,136.18
Other Assets			
DEBT ISSUANCE COSTS	44,777.00	44,777.00	0.00
DWSRF REPAYMENTS-NONCURRENT	520,802.36	520,802.36	0.00
NET PENSION ASSET	266,750.00	266,750.00	0.00
Total Other Assets	832,329.36	832,329.36	0.00
TOTAL ASSETS	22,756,139.90	22,255,918.81	500,221.09

ACCOUNTANT'S NOTES

- Boat dock rent received for the month was \$600.00

An adjusting entry has been made to Prior Years' Equity (see acct # 4808) to conform the Equity Accounts to the auditor's Balance Sheet. Several new accounts have been added; each new account has an (X) by it. Most of the \$229,902.99 increase has to do with the District's pension plans.

The District received a \$46,231.12 refund from BOR for unused re trnsfer of title

Del City pipeline costs for the month were \$863,448.41  
Year to date Del City pipeline costs are \$3,339,207.27

Monthly advances on the Del City Pipeline loan were \$630,020.18  
Year to date Del City pipeline loan advances are \$3,692,797.37

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.

03/10/21

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
Balance Sheet  
As of February 28, 2021

	Feb 28, 21	Jan 31, 21	\$ Change
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable	33,774.00	36,089.88	-2,295.88
4000-CURRENT CLAIMS PAYABLE	33,774.00	36,089.88	-2,295.88
Total Accounts Payable			
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	6,022.72	5,642.04	380.68
4016-GROUP INSURANCE PAYABLE	1,113.20	1,113.20	0.00
Total 4010-PAYROLL DEDUCTIONS	7,135.92	6,755.24	380.68
4017-COMPENSATED ABSENCES	17,150.38	17,150.38	0.00
4019-CONTRACTS-DUE W/1 YEAR			
4019.3-DWSRF CURRENT PYMTS	94,428.05	94,428.05	0.00
Total 4019-CONTRACTS-DUE W/1 YEAR	94,428.05	94,428.05	0.00
Total 4019-CONTRACTS-DUE W/1 YEAR	94,428.05	94,428.05	0.00
Total Other Current Liabilities	155,519.58	155,136.90	380.68
Total Current Liabilities	199,293.58	191,208.78	-1,915.20
Long Term Liabilities			
4020-CONTRACTS PAYABLE			
4055-DWSRF PAYMENTS			
4075-SUBSEQUENT PAYMENTS	473,542.32	473,542.32	0.00
Total 4055-DWSRF PAYMENTS	473,542.32	473,542.32	0.00
4080-NEW DEL CITY PIPELINE LOAN	5,232,274.90	4,602,254.72	630,020.18
Total 4020-CONTRACTS PAYABLE	5,705,817.22	5,075,797.04	630,020.18
Total Long Term Liabilities	5,705,817.22	5,075,797.04	630,020.18
Total Liabilities	5,895,110.80	5,267,005.82	628,104.98
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	15,210,950.06	15,210,950.06	0.00
4808-FYE '21 ADJUSTS-PRIOR YRS	229,802.99	229,802.99	0.00
Total 4806.5 UNRESTRICTED SURPLUS	15,440,753.05	15,440,753.05	0.00
Net Income	970,276.05	1,098,159.94	-127,883.89
Total Equity	16,861,029.10	16,988,912.99	-127,883.89
TOTAL LIABILITIES & EQUITY	22,756,139.90	22,255,918.81	500,221.09

03/10/21

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
CURRENT CLAIMS PAYABLE  
As of February 28, 2021

Current	Num	Name	Split	Open Balance
1		NET PAYROLL	-SPLIT-	23,427.32
1		BANCFIRST	-SPLIT-	9,151.74
1		OKLAHOMA TAX COMMISSION	4013-OWIT PAYABLE	1,194.94
Total Current				33,774.00

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

February 2021

Type	Date	Num	Name	Memo	Split	Amount	Balance
1023-BANCFIRST #3940 & #0014							
Deposit	2/26/2021			Deposit	4923-BANK INTEREST INC...	17.72	17.72
Deposit	2/1/2021			sweep fee rebate	5401-OFFICE SUPPLIES M...	486.10	503.82
Check	2/1/2021			beat dock	5401-OFFICE SUPPLIES M...	-486.10	17.72
Deposit	2/25/2021				1906-MISCELLANEOUS RE...	600.00	617.72
Payment	2/19/2021				1906-OPERATIONS AND M...	127,115.97	127,732.76
Payment	2/19/2021				1907-POWER	48,972.86	176,663.46
Deposit	2/6/2021				-SPLIT-	2,166.80	178,836.35
Deposit	2/26/2021			Deposit	4923-BANK INTEREST INC...	630,020.18	179,003.15
Deposit	2/22/2021			Deposit	4923-BANK INTEREST INC...	809,023.33	809,023.33
Check	2/22/2021			Bank chq refund	5401-OFFICE SUPPLIES, M...	0.53	809,023.86
Check	2/1/2021				5401-OFFICE SUPPLIES, M...	74.12	809,097.98
Check	2/1/2021				1920-BANCFIRST-DWSRF	-46,231.12	809,023.86
Check	2/1/2021				4921-MISCELLANEOUS RE...	-80,925.87	809,023.87
Check	2/1/2021				4000-CURRENT CLAIMS PA...	847,156.99	847,156.99
Check	2/1/2021				4000-CURRENT CLAIMS PA...	822,660.04	822,660.04
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-10,163.93	812,496.11
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-1,409.00	811,087.11
Check	2/1/2021				4013-OWIT PAYABLE	-0.06	811,087.05
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-29.66	811,057.39
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-28,750.07	782,307.32
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-29.19	782,278.13
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-4,051.56	778,226.57
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-7,560.00	778,189.58
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-97.32	770,629.58
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-969.52	770,332.26
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-16.35	769,285.35
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-21.10	769,264.25
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-768,985.84	768,985.84
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-5,083.10	765,882.50
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-6,632.99	759,243.41
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-600.58	758,679.84
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-57.28	758,522.56
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-360.00	758,142.56
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-1,261.44	756,881.12
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-720.60	756,160.52
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-35.62	756,103.90
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-1,831.50	754,272.40
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-150.00	754,122.40
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-500.00	753,622.40
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-125.00	753,497.40
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-4,068.00	749,429.40
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-1,109.00	748,320.40
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-8,560.00	739,760.40
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-27.04	739,733.36
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-1,000.00	738,733.31
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-940.05	737,793.26
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-75.00	737,718.26
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-630,020.18	107,619.13
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-11,318.59	96,300.54
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-5,989.64	90,310.90
Check	2/1/2021				4000-CURRENT CLAIMS PA...	-480.00	89,830.90
Total 1023-BANCFIRST #3940 & #0014						89,830.90	89,830.90
TOTAL						89,830.90	89,830.90

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
Profit & Loss YTD Comparison

February 2021

	Feb 21	Jan 21	Jul '20 - Feb 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	508,480.26
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	65,625.00
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	46,831.12	6,676.78	110,714.23
4922- ASSESSMENT ADJUSTMENTS	-23,019.30	-5,536.04	9,490.93
4923-BANK INTEREST INCOME	11,851.47	586.94	79,051.14
4925-DWSRF INTEREST INCOME	278.33	-10,879.91	2,285.65
4930-SECURITIES VALUE ADJUSTS	-38,550.80		49,657.87
Total 4920-OTHER REVENUES	-2,609.18	-8,873.90	251,199.82
Total Income	-2,609.18	-8,873.90	2,034,764.82
Expense			
5000-PERSONNEL			
5000.1-EMPLOYEES' WAGES	37,965.62	39,744.67	307,789.64
5009-EMPLOYEES' RETIREMENT	3,980.19	3,980.19	31,526.91
5011-PAYROLL TAXES	2,904.36	3,040.45	23,924.57
5012-TRAINING, EDUCATION&TRAVEL	1,150.00	240.00	2,319.72
5013-UNIFORM & BOOTS ALLOWANCE	27.04	136.91	1,398.42
5014-EMPLOYEE HEALTH, ETC, INS.	4,196.24	4,196.24	32,889.24
5017-SERVICE & SAFETY AWARDS	0.00	0.00	4,950.59
5018-TEMPORARY HELP	0.00	0.00	1,764.00
Total 5000-PERSONNEL	50,223.45	51,338.46	406,563.09
5100-MAINTENANCE			
5101-PLANT& DAM R&M, SUPPLIES	341.16	4,327.47	19,025.48
5103-VEHICLE OPS, R&M	1,003.04	743.20	10,720.15
5104-BUILDINGS ROADS & GROUNDS	2,285.81	390.51	4,448.34
5106-EQUIPMENT R&M, RENTAL	0.00	22.47	6,713.22
Total 5100-MAINTENANCE	3,630.01	5,483.65	40,907.19
5200-UTILITIES			
5201-TELEPHONE,PAGING,IT SERVIC	1,488.36	1,873.98	15,980.64
5204-ELECTRICITY	896.80	110.14	5,165.83
5205-PROPANE	1,831.50	0.00	1,831.50
5206-WASTE REMOVAL	97.32	97.32	681.24
Total 5200-UTILITIES	4,313.98	2,081.44	23,659.21
5300-INSURANCE AND BONDS			
5301-INSURANCE	0.00	1,558.00	2,742.00
Total 5300-INSURANCE AND BONDS	0.00	1,558.00	2,742.00
5400-ADMINISTRATIVE EXPENSE			
5401-OFFICE SUPPLIES, MATERIALS	785.11	816.57	6,900.96
Total 5400-ADMINISTRATIVE EXPENSE	785.11	816.57	6,900.96
5500-PROFESSIONAL SERVICES			
5501-LEGAL	4,568.00	1,140.00	15,933.00
5502-ACCOUNTING AND AUDIT	480.00	8,030.00	22,390.00
5511-WETLAND-SHORELINE STABILIZ	0.00	5,539.86	-16,899.73
Total 5500-PROFESSIONAL SERVICES	5,048.00	15,709.86	21,423.27
5600-WATER QUALITY SERVICES			
5601-STREAM GAUGING (OWRB)	0.00	0.00	12,400.00
5603-WATER QUALITY MONITORING	0.00	0.00	11,298.48
Total 5600-WATER QUALITY SERVICES	0.00	0.00	23,698.48
5800-PUMPING POWER			
5976-INTEREST EXPENSE-DWSRF	27,961.93	0.00	271,990.95
6000-DEPRECIATION	33,312.23	33,312.23	640.87
Total Expense	125,274.71	110,300.21	265,962.75
Net Income	-127,883.89	-119,174.11	1,064,488.77
			970,276.05

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

	Jul '20 - Feb 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	508,460.00	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	110,714.23		
4922- ASSESSMENT ADJUSTMENTS	9,490.93		
4923-BANK INTEREST INCOME	103,521.91		
4925-DWSRF INTEREST INCOME	2,285.65		
4930-SECURITIES VALUE ADJUSTS	49,657.87		
Total 4920-OTHER REVENUES	275,670.59		
Total Income	2,059,235.59	1,783,565.00	275,670.59
Expense			
5000-PERSONNEL			
5000.1-EMPLOYEES' WAGES	307,789.64	298,666.64	9,123.00
5009-EMPLOYEES' RETIREMENT	31,526.91	30,333.32	1,193.59
5010-DIRECTORS' EXPENSES	0.00	3,333.32	-3,333.32
5011-PAYROLL TAXES	23,924.57	22,000.00	1,924.57
5012-TRAINING, EDUCATION&TRAVEL	2,319.72	11,666.64	-9,346.92
5013-UNIFORM & BOOTS ALLOWANCE	1,398.42	2,000.00	-601.58
5014-EMPLOYEE HEALTH, ETC. INS.	32,889.24	44,910.00	-12,020.76
5015-WORKMEN'S COMPENSATION	0.00	14,366.64	-14,366.64
5017-SERVICE & SAFETY AWARDS	4,950.59	1,966.64	2,983.95
5018-TEMPORARY HELP	1,764.00		
Total 5000-PERSONNEL	406,563.09	429,243.20	-22,680.11
5100-MAINTENANCE			
5101-PLANT& DAM R&M, SUPPLIES	19,025.48	83,333.32	-64,307.84
5103-VEHICLE OPS, R&M	10,720.15	21,666.64	-10,946.49
5104-BUILDINGS ROADS & GROUNDS	4,448.34	13,333.32	-8,884.98
5106-EQUIPMENT R&M, RENTAL	6,713.22	11,333.32	-4,620.10
Total 5100-MAINTENANCE	40,907.19	129,666.60	-88,759.41
5200-UTILITIES			
5201-TELEPHONE,PAGING,IT SERVIC	15,980.64	13,000.00	2,980.64
5204-ELECTRICITY	5,165.83	5,666.64	-500.81
5205-PROPANE	1,831.50	4,000.00	-2,168.50
5206-WASTE REMOVAL	681.24	533.32	147.92
Total 5200-UTILITIES	23,659.21	23,199.96	459.25
5300-INSURANCE AND BONDS			
5301-INSURANCE	2,742.00	30,000.00	-27,258.00
Total 5300-INSURANCE AND BONDS	2,742.00	30,000.00	-27,258.00
5400-ADMINISTRATIVE EXPENSE			
5401-OFFICE SUPPLIES, MATERIALS	6,900.96	10,000.00	-3,099.04
Total 5400-ADMINISTRATIVE EXPENSE	6,900.96	10,000.00	-3,099.04
5500-PROFESSIONAL SERVICES			
5501-LEGAL	15,933.00	40,000.00	-24,067.00
5502-ACCOUNTING AND AUDIT	22,390.00	16,366.64	6,023.36
5503-CONSULTANTS AND ENGINEERS	0.00	26,666.64	-26,666.64
5504-CONSULTANT- TECHNICAL	0.00	0.00	0.00
5507-ENGINEERING-REUSE PROJECT	0.00	0.00	0.00
5511-WETLAND-SHORELINE STABILIZ	-16,899.73		
Total 5500-PROFESSIONAL SERVICES	21,423.27	83,033.28	-61,610.01
5600-WATER QUALITY SERVICES			
5601-STREAM GAUGING (OWRB)	12,400.00	11,733.32	666.68
5603-WATER QUALITY MONITORING	11,298.48	44,000.00	-32,701.52
5607-O2 TANK RENTAL-SDOX SYSTEM	0.00	49,333.32	-49,333.32
Total 5600-WATER QUALITY SERVICES	23,698.48	105,066.64	-81,368.16
5800-PUMPING POWER			
5950-ASSET PURCHASES & RESERVES	271,990.95	350,000.00	-78,009.05
5976-INTEREST EXPENSE-DWSRF	0.00	28,666.64	-28,666.64
6000-DEPRECIATION	265,962.75		
Total Expense	1,064,486.77	1,188,876.32	-124,387.55
Net Income	994,746.82	594,688.68	400,058.14

# COMCD

Account Number: [REDACTED]  
Activity Statement

Values as of February 28, 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.<sup>97</sup>**

Value as of last statement 01/31/2021  
**\$4,306,812.<sup>56</sup>**

Value on February 28, 2021  
**\$4,280,094.<sup>98</sup>**

## 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 (February 28, 2021)**

Quarter to Date 01/01 - 02/28/2021	Year to Date 01/01 - 02/28/2021
<b>\$4,317,124.97</b>	<b>\$4,317,124.97</b>
(\$37,029.99)	(\$37,029.99)
—	—
—	—
\$484.46	\$484.46
\$11,916.26	\$11,916.26
—	—
—	—
(\$49,430.71)	(\$49,430.71)
<b>\$4,280,094.98</b>	<b>\$4,280,094.98</b>

## Account Holdings As of February 28, 2021

### Cash and Cash Equivalents

Description	Interest / Dividend Paid in February	Interest / Dividend Rate <sup>3</sup>	Current Balance
Insured Cash Account <sup>4</sup> Tristate Capital Bank			\$29,076.70

Cash and Cash Equivalents continued on next page...

<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.

<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.



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## Account Holdings

January 28, 2021 Continued

Continued

## Cash and Cash Equivalents

Description	Interest / Dividend Paid in February	Interest / Dividend Rate <sup>3</sup>	Current Balance
Wells Fargo JA			\$0.94
HSBC Bank NA			\$0.37
JPMorgan Chase Bank NA			\$0.03
Total Interest and Cash Equivalents	\$0.19	0.010%	\$29,078.04
			<b>\$29,078.04</b>

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

Symbol ID / Description	Quantity Price (\$)	Market Value (\$)	Cost Basis (\$) Purchase Cost (\$) <sup>5</sup>	Unrealized Gain / Loss (\$)	Estimated Annual Income (\$) <sup>6</sup> Est 30-Day Yield <sup>6</sup>
AMERICAN BALANCED	11,440.776	348,486.03	359,644.46		4,575
EATON VANCE SHORT N GOVT INCOME CL A <sup>8</sup>	\$30.46 30,885.755	250,792.33	350,005.00	(11,158.43)	1.31%
ETPs, Mutual Funds, Exchange-Traded and Funds and Interval Funds	\$8.12	599,278.36	250,489.46	302.87	4,762
			250,005.00		1.90%
			610,133.92		9,337
			600,010.00	(10,855.56)	

Dividends and/or capital gains distributed by this security will be reinvested.

## Bonds

Symbol / Description	Quantity Price (\$)	Market Value (\$)	Cost Basis (\$)	Unrealized Gain / Loss (\$) Accrued Int (\$)	Estimated Annual Income (\$) <sup>6</sup> Est 30-Day Yield <sup>6</sup>
ABBOTT LABS SR 9.50% DUE 03/15/25 FC 09/15/15 CALL 0.000 MOODYS &P RATING: A	312,000 \$107.2274	334,549.48	314,938.71	19,610.77 4,244.07	9,204 2.75%
BANK AMERICA ECD NOTE STEP UE 10/30/28 DTD 30/19 CALL 04/30/21 DAYS RATING: A2	285,000 \$100.4073	286,160.80	286,278.15	(117.35) 3,831.67	11,400 3.98%
GEING CO SR 0% DUE 03/01/35 09/01/15 CALL 00 MOODYS &P RATING: BBB-	44,000 \$96.1658	42,312.95	44,893.10	(2,580.15) 726.00	1,452 3.43%

Continued on next page...

<sup>5</sup>als Cost Basis of Equities and Mutual Funds less any reinvested dividends and interest.  
<sup>6</sup>ent message titled ESTIMATED ANNUAL INCOME (EAI) AND ESTIMATED YIELD (EY) for information on how this figure is calculated.

Account Holdings As of February 28, 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 \$100.8085	151,212.75	150,946.01	266.74 712.50	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: A1 S&P RATING: A-	150,000 \$110.753	166,129.50	163,138.68	2,990.82 2,048.15	5,382 3.24%
<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 \$108.3212	270,803.00	246,119.20	24,683.80 1,772.92	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 \$100.8824	176,544.20	172,680.20	3,864.00 886.67	4,200 2.38%
<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 \$109.6497	328,949.10	300,000.00	28,949.10 3,798.33	12,900 3.92%
<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 \$97.6706	157,249.66	161,053.10	(3,803.44) 214.67	4,830 3.07%
<b>500255AS3</b> KOHLS 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 \$102.875	205,750.00	200,523.41	5,226.59 541.67	6,500 3.16%
<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 \$106.6894	81,083.94	75,332.36	5,751.58 108.30	2,052 2.53%
<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 \$116.164	191,670.60	171,334.83	20,335.77 304.79	5,775 3.01%

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 February 28, 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 \$98.875	247,187.50	256,505.84	(9,318.34) 4,611.11	10,000 4.05%
<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 \$102.4749	97,351.15	91,265.00	6,086.15 336.46	4,037 4.15%
<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 \$108.7324	143,526.76	133,181.75	10,345.01 1,321.47	4,488 3.13%
<b>718549AB4</b> PHILLIPS 66 PRTNRS 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 \$107.5892	115,120.44	106,937.86	8,182.58 171.44	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 \$103.2351	258,087.75	249,554.20	8,533.55 1,319.44	6,250 2.42%
<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 \$105.366	158,049.00	150,677.15	7,371.85 1,325.00	4,500 2.85%
<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 \$100.00	240,000.00	240,128.92	(128.92) 1,435.67	7,080 2.95%
<b>Total of Corporate Bonds</b>		<b>3,651,738.58</b>	<b>3,515,488.47</b>	<b>136,250.11</b> <b>29,710.33</b>	<b>116,532</b>

## Total Account Holdings

Market Value (\$)	Cost Basis (\$) Purchase Cost (\$) <sup>6</sup>	Unrealized Gain / Loss (\$)	Estimated Annual Income (\$) <sup>a</sup>
<b>4,280,094.98</b>	<b>4,154,700.43</b> <b>629,088.04</b>	<b>125,394.55</b>	<b>125,869</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>6</sup> Purchase Cost equals Cost Basis less any reinvested dividends, interest, Fixed Income and Alternative Investments.

## Cash Activity Summary

	Since last statement 02/01 - 02/28/2021	Year to Date 01/01 - 02/28/2021
Securities Purchased	—	—
Securities Sold	—	—
Cash Inflows	—	—
Cash Outflows	—	—
Dividends	\$319.60	\$484.46
Interest	\$11,513.62	\$11,916.26
Capital Gains	—	—
Other Distributions	—	—
Reinvestments	(\$319.60)	(\$484.46)

## Account Activity February 1 - February 28, 2021 (Since last statement)

Date	Transaction Type	Description/Security ID	Price(\$) Quantity	Amount
02/01/2021	Cash Dividend	EATON VANCE SHORT DURATION GOVT INCOME CL A 012921 30,846.44400 EALDX AS OF 01/29/21	—	\$319.60
02/01/2021	Dividend Reinvest	EATON VANCE SHORT DURATION GOVT INCOME CL A REINVEST AT 8.130 EALDX	39.311	(\$319.60)
02/01/2021	Interest	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 020121 200,000 500255AS3	—	\$3,250.00
02/01/2021	Interest	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 020121 95,000 682680AQ6	—	\$2,018.75
02/02/2021	Sweep (Deposit) <sup>7</sup>	INSURED CASH ACCOUNT	—	\$5,268.75
02/12/2021	Interest	MICROSOFT CORP NOTE CPN 3.500% DUE 02/12/35 DTD 02/12/15 FC 08/12/15 CALL 08/12/34 @ 100.000 021221 165,000 594918BC7	—	\$2,887.50
02/12/2021	Interest	MICROSOFT CORP NOTE CPN 2.700% DUE 02/12/25 DTD 02/12/15 FC 08/12/15 CALL 11/12/24 @ 100.000 021221 76,000 594918BB9	—	\$1,026.00

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 February 1 - February 28, 2021 (Since last statement) Continued

Date	Transaction Type	Description/Security ID	Price(\$) Quantity	Amount
02/16/2021	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 021521 161,000 38143C6D8 AS OF 02/15/21	— —	\$402.50
02/16/2021	Interest	PHILLIPS 66 PRNRS LP SR NOTE CPN 3.605% DUE 02/15/25 DTD 02/23/15 FC 08/15/15 CALL 11/15/24 @ 100.000 021521 107,000 718549AB4 AS OF 02/15/21	— —	\$1,928.68
02/16/2021	Sweep (Deposit) <sup>7</sup>	INSURED CASH ACCOUNT	— —	\$3,913.50
02/17/2021	Sweep (Deposit) <sup>7</sup>	INSURED CASH ACCOUNT	— —	\$2,331.18
02/26/2021	Interest	INSURED CASH ACCOUNT 022621 29,078	— —	\$0.19
02/26/2021	Sweep (Interest Deposit) <sup>7</sup>	INSURED CASH ACCOUNT	— —	\$0.19

<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.

### SEC FEE RATE DECREASE

The Securities and Exchange Commission (SEC) levies transaction fees on certain client liquidations (sells) that are transacted on national securities exchanges and self-regulatory organizations (i.e., over-the-counter markets). This charge offsets certain costs the federal government incurs in supervising and regulating securities markets. The SEC periodically recalculates the rate at which this fee is assessed pursuant to its authority under Section 31 of the Securities Exchange Act of 1934. Impacted sell transactions include both equity and option securities. The fee amount applied is determined by the dollar amount of a sell (liquidation) transaction.

Effective February 25, 2021, the current fee rate applicable to these securities liquidation transactions on national securities exchanges and over-the-counter markets was decreased from \$22.10 per million dollars to \$5.10 per million dollars. These fees will be reflected on customer confirms as "Settlement Fees."

## 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 Financial fails 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, and the joint account is protected under SIPC separately up to \$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/webapps/informemos>.

**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 GMNA 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) 558-7567 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 608 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) >Third Party Compensation and Related 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 reinvested 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

\$1LPLNON - 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 February 2021 are approved.

APPROVED by a majority of Board members present on this 6th day of May, 2021.

Item D.6

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

Balance Sheet  
As of March 31, 2021

	Mar 31, 21	Feb 28, 21	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
1023-BANCFIRST #3940 & #0014	2,084,499.32	2,435,395.80	-350,896.48
1050-LPL FINANCIAL			
1051-LPL ACCT# -2885 AT MARKET	4,285,646.35	4,280,094.98	5,551.37
Total 1050-LPL FINANCIAL	4,285,646.35	4,280,094.98	5,551.37
Total Checking/Savings	6,370,145.67	6,715,490.78	-345,345.11
Accounts Receivable	32,500.12	32,500.12	0.00
1800-GRANTS RECEIVABLE			
1900-ASSESSMENTS RECEIVABLE			
1901-DEL CITY	99,426.63	99,426.63	0.00
1902-OPERATIONS AND MAINTENANCE	32,812.50	32,812.50	0.00
1903-POWER			
Total 1901-DEL CITY	132,239.13	132,239.13	0.00
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	275,625.73	275,625.73	0.00
1911-POWER	97,387.50	97,387.50	0.00
Total 1909-NORMAN	373,013.23	373,013.23	0.00
Total 1900-ASSESSMENTS RECEIVABLE	891,782.48	891,782.48	0.00
Total Accounts Receivable	924,282.60	924,282.60	0.00
Other Current Assets			
1920-(BANCFIRST)-DWSRF ESCROW	240.81	40,730.76	-40,489.95
1951-DWSRF REPY/MT DUE-CURRENT	86,169.29	1,629.87	84,539.42
Total Other Current Assets	86,410.10	42,360.63	44,049.47
Total Current Assets	7,380,838.37	7,682,134.01	-301,295.64
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	6,579,791.03	6,213,020.61	366,770.42
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	16,287,166.22	15,900,395.80	386,770.42
2010-TRANSFERRED FROM BUREC			
OFFICE FURNITURE & FIXTURES	1,326.00	1,326.00	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	2,060,361.87	2,060,361.87	0.00
OFFICE EQUIPMENT	99,280.89	99,280.89	0.00
PLANT AND DAM EQUIPMENT	5,020,772.17	5,020,772.17	0.00
VEHICLES AND BOATS	748,744.17	748,744.17	0.00
Total 2020-OTHER PURCHASED ASSETS	7,929,159.10	7,929,159.10	0.00
2030-ALLOWANCE FOR DEPRECIATION	-9,623,369.60	-8,590,057.37	-33,312.23
Total Fixed Assets	14,575,134.72	14,241,676.53	333,458.19
Other Assets			
DEBT ISSUANCE COSTS			
DWSRF REPAYMENTS-NONCURRENT	44,777.00	44,777.00	0.00
NET PENSION ASSET	426,318.36	520,802.36	-94,484.00
Total Other Assets	266,750.00	266,750.00	0.00
	737,845.36	832,329.36	-94,484.00
TOTAL ASSETS	22,693,818.45	22,756,139.90	-62,321.45

ACCOUNTANT'S NOTES

- Boat dock rent received for the month was \$600.00

The District received a \$11,205.53 rom BOR as reimbursement for gate repairs.

Del City pipeline costs for the month were \$366,770.42  
Year to date Del City pipeline costs are \$3,705,977.69

Monthly advances on the Del City Pipeline loan were \$131,956.50  
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.



CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
Profit & Loss YTD Comparison

March 2021

	Mar 21	Feb 21	Jul '20 - Mar 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	508,460.26
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	65,625.00
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	600.00	46,831.12	111,314.23
4922-ASSESSMENT ADJUSTMENTS	0.00	-23,019.30	9,490.93
4923-BANK INTEREST INCOME	12,183.67	11,851.47	91,234.81
4925-DWSRF INTEREST INCOME	361.54	278.33	2,647.19
4930-SECURITIES VALUE ADJUSTS	-6,612.56	-38,550.80	43,045.31
Total 4920-OTHER REVENUES	6,532.65	-2,609.18	257,732.47
Total Income	6,532.65	-2,609.18	2,041,297.47
Expense			
5000-PERSONNEL			
5000.1-EMPLOYEES' WAGES	34,519.47	37,965.62	342,309.11
5009-EMPLOYEES' RETIREMENT	4,021.55	3,980.19	35,548.46
5011-PAYROLL TAXES	2,640.73	2,904.36	26,565.30
5012-TRAINING, EDUCATION&TRAVEL	6.00	1,150.00	2,325.72
5013-UNIFORM & BOOTS ALLOWANCE	152.19	27.04	1,550.61
5014-EMPLOYEE HEALTH, ETC, INS.	4,196.24	4,196.24	37,085.48
5017-SERVICE & SAFETY AWARDS	0.00	0.00	4,950.59
5018-TEMPORARY HELP	0.00	0.00	1,764.00
Total 5000-PERSONNEL	45,536.18	50,223.45	452,099.27
5100-MAINTENANCE			
5101-PLANT& DAM R&M, SUPPLIES	2,653.05	341.16	21,678.53
5103-VEHICLE OPS, R&M	2,277.00	1,003.04	12,997.15
5104-BUILDINGS ROADS & GROUNDS	553.33	2,285.81	5,001.67
5106-EQUIPMENT R&M, RENTAL	266.93	0.00	6,980.15
Total 5100-MAINTENANCE	5,750.31	3,630.01	46,657.50
5200-UTILITIES			
5201-TELEPHONE,PAGING,IT SERVIC	1,828.36	1,488.36	17,609.00
5204-ELECTRICITY	2,324.59	896.80	7,490.42
5205-PROPANE	0.00	1,831.50	1,831.50
5206-WASTE REMOVAL	97.32	97.32	778.56
Total 5200-UTILITIES	4,050.27	4,313.98	27,709.48
5300-INSURANCE AND BONDS			
5301-INSURANCE	0.00	0.00	2,742.00
Total 5300-INSURANCE AND BONDS	0.00	0.00	2,742.00
5400-ADMINISTRATIVE EXPENSE			
5401-OFFICE SUPPLIES, MATERIALS	466.42	785.11	7,367.38
Total 5400-ADMINISTRATIVE EXPENSE	466.42	785.11	7,367.38
5500-PROFESSIONAL SERVICES			
5501-LEGAL	2,776.00	4,568.00	18,709.00
5502-ACCOUNTING AND AUDIT	1,200.00	480.00	23,590.00
5511-WETLAND-SHORELINE STABILIZ	0.00	0.00	-16,899.73
Total 5500-PROFESSIONAL SERVICES	3,976.00	5,048.00	25,399.27
5600-WATER QUALITY SERVICES			
5601-STREAM GAUGING (OWRB)	0.00	0.00	12,400.00
5603-WATER QUALITY MONITORING	0.00	0.00	11,298.48
Total 5600-WATER QUALITY SERVICES	0.00	0.00	23,698.48
5800-PUMPING POWER			
5976-INTEREST EXPENSE-DWSRF	55,421.53	27,961.93	327,412.48
6000-DEPRECIATION	33,312.23	33,312.23	2,060.80
Total Expense	149,932.87	125,274.71	299,274.98
Net Income	-143,400.22	-127,883.89	1,214,421.64
			826,875.83

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

	Jul '20 - Mar 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	111,314.23		
4922- ASSESSMENT ADJUSTMENTS	9,490.93		
4923-BANK INTEREST INCOME	91,234.81		
4925-DWSRF INTEREST INCOME	2,647.19		
4930-SECURITIES VALUE ADJUSTS	43,045.31		
Total 4920-OTHER REVENUES	257,732.47		
Total Income	2,041,297.47	1,783,565.00	257,732.47
Expense			
5000-PERSONNEL			
5000.1-EMPLOYEES' WAGES	342,309.11	335,999.98	6,309.13
5009-EMPLOYEES' RETIREMENT	35,548.46	34,124.99	1,423.47
5010-DIRECTORS' EXPENSES	0.00	3,749.99	-3,749.99
5011-PAYROLL TAXES	26,565.30	24,750.00	1,815.30
5012-TRAINING, EDUCATION&TRAVEL	2,325.72	13,124.98	-10,799.26
5013-UNIFORM & BOOTS ALLOWANCE	1,550.61	2,250.00	-699.39
5014-EMPLOYEE HEALTH, ETC, INS.	37,085.48	50,523.75	-13,438.27
5015-WORKMEN'S COMPENSATION	0.00	16,162.48	-16,162.48
5017-SERVICE & SAFETY AWARDS	4,950.59	2,212.48	2,738.11
5018-TEMPORARY HELP	1,764.00		
Total 5000-PERSONNEL	452,099.27	482,898.65	-30,799.38
5100-MAINTENANCE			
5101-PLANTS & DAM R&M, SUPPLIES	21,678.53	93,749.99	-72,071.46
5103-VEHICLE OPS, R&M	12,997.15	24,374.98	-11,377.83
5104-BUILDINGS ROADS & GROUNDS	5,001.67	14,999.99	-9,998.32
5106-EQUIPMENT R&M, RENTAL	6,980.15	12,749.99	-5,769.84
Total 5100-MAINTENANCE	46,657.50	145,874.95	-99,217.45
5200-UTILITIES			
5201-TELEPHONE,PAGING,IT SERVIC	17,609.00	14,625.00	2,984.00
5204-ELECTRICITY	7,490.42	6,374.98	1,115.44
5205-PROPANE	1,831.50	4,500.00	-2,668.50
5206-WASTE REMOVAL	778.56	599.99	178.57
Total 5200-UTILITIES	27,709.48	26,099.97	1,609.51
5300-INSURANCE AND BONDS			
5301-INSURANCE	2,742.00	33,750.00	-31,008.00
5305-TREASURER &EMPLOYEE BONDS	0.00	250.00	-250.00
Total 5300-INSURANCE AND BONDS	2,742.00	34,000.00	-31,258.00
5400-ADMINISTRATIVE EXPENSE			
5401-OFFICE SUPPLIES, MATERIALS	7,367.38	11,250.00	-3,882.62
Total 5400-ADMINISTRATIVE EXPENSE	7,367.38	11,250.00	-3,882.62
5500-PROFESSIONAL SERVICES			
5501-LEGAL	18,709.00	45,000.00	-26,291.00
5502-ACCOUNTING AND AUDIT	23,590.00	18,412.48	5,177.52
5503-CONSULTANTS AND ENGINEERS	0.00	29,999.98	-29,999.98
5504-CONSULTANT- TECHNICAL	0.00	0.00	0.00
5507-ENGINEERING-REUSE PROJECT	0.00	0.00	0.00
5511-WETLAND-SHORELINE STABILIZ	-16,899.73		
Total 5500-PROFESSIONAL SERVICES	25,399.27	93,412.46	-68,013.19
5600-WATER QUALITY SERVICES			
5601-STREAM GAUGING (OWRB)	12,400.00	13,199.99	-799.99
5603-WATER QUALITY MONITORING	11,298.48	49,500.00	-38,201.52
5607-02 TANK RENTAL-SDOX SYSTEM	0.00	55,499.99	-55,499.99
Total 5600-WATER QUALITY SERVICES	23,698.48	118,199.98	-94,501.50
5800-PUMPING POWER			
5950-ASSET PURCHASES & RESERVES	327,412.48	393,750.00	-66,337.52
5976-INTEREST EXPENSE-DWSRF	0.00	32,249.98	-32,249.98
6000-DEPRECIATION	2,060.80		
Total Expense	295,274.98		
Total Expense	1,214,421.64	1,337,735.99	-123,314.35
Net Income	826,875.83	445,829.01	381,046.82

# COMCD

Account Number: [REDACTED]  
1st Quarter 2021 Statement

Values as of March 31, 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.<sup>97</sup>**

Value as of last statement 02/28/2021  
**\$4,280,094.<sup>98</sup>**

Value on March 31, 2021  
**\$4,275,641.<sup>85</sup>**

## 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 (March 31, 2021)**

1st Quarter 01/01 - 03/31/2021	Year to Date 01/01 - 03/31/2021
<b>\$4,317,124.97</b>	<b>\$4,317,124.97</b>
(\$41,483.12)	(\$41,483.12)
—	—
(\$10,004.50)	(\$10,004.50)
\$1,917.60	\$1,917.60
\$22,647.05	\$22,647.05
—	—
—	—
(\$56,043.27)	(\$56,043.27)
<b>\$4,275,641.85</b>	<b>\$4,275,641.85</b>

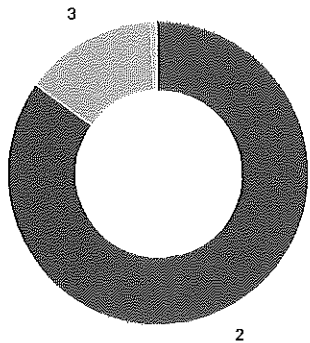
<sup>1</sup> Market Fluctuations reflects the impact of changes in the value of securities held in your LPL Financial account, as well as the impact of any transfers of securities into or out of your account during the statement period.



## Gain/Loss Summary

	Realized		Unrealized
	1st Quarter 01/01 - 03/31/2021	Year to Date 01/01 - 03/31/2021	As of 03/31/2021
Short Term Gain	—	—	\$8,487.57
Short Term Loss	—	—	(\$3,646.50)
<b>Net Short Term Gain or Loss</b>	—	—	<b>\$4,841.07</b>
Long Term Gain	—	—	\$124,884.68
Long Term Loss	—	—	(\$10,456.01)
<b>Net Long Term Gain or Loss</b>	—	—	<b>\$114,428.67</b>
Unknown Purchase Date	—	—	—
<b>Total</b>	—	—	<b>\$119,269.74</b>

## Asset Allocation As of 03/31/2021



1.	Equities & Options	—	—
2.	Fixed Income	85.04%	\$3,636,312.59
3.	ETPs, Mutual, Closed-End & Interval Funds	14.26%	\$609,524.93
4.	Alternative Investments	—	—
5.	Annuities	—	—
6.	Cash & Cash Equivalents	0.70%	\$29,804.33
7.	Other	—	—
<b>Total Ending Value</b>		<b>100.00%</b>	<b>\$4,275,641.85</b>

## Account Holdings As of March 31, 2021

## Cash and Cash Equivalents

Description	Interest / Dividend Paid in March	Interest / Dividend Rate <sup>3</sup>	Current Balance
Insured Cash Account <sup>4</sup> <i>Tristate Capital Bank</i>			\$29,804.33
Total Insured Cash Account	\$0.29	0.010%	\$29,804.33
<b>Total Cash and Cash Equivalents</b>			<b>\$29,804.33</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>6</sup> Est 30-Day Yield <sup>a</sup>
<b>ABALX</b> AMERICAN BALANCED CL A <sup>R</sup>	11,477.539 \$31.23	358,443.54	360,788.54 350,005.00	(2,345.00)	4,589 1.28%
<b>EALDX</b> EATON VANCE SHORT DURATION GOVT INCOME CL A <sup>R</sup>	30,921.354 \$8.12	251,081.39	250,778.52 250,005.00	302.87	4,562 1.82%
<b>Total of ETPs, Mutual Funds, Exchange-Traded Closed-End Funds and Interval Funds</b>		<b>609,524.93</b>	<b>611,567.06 600,010.00</b>	<b>(2,042.13)</b>	<b>9,151</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>6</sup> Est 30-Day Yield <sup>a</sup>
<b>002824BB5</b> 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 \$106.8212	333,282.14	314,871.04	18,411.10 409.07	9,204 2.76%
<b>06048WXS4</b> 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 MOODYS RATING: A2 S&P RATING: A-	285,000 \$100.1783	285,508.15	286,278.15	(770.00) 4,781.67	11,400 3.99%
<b>097023BK0</b> 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 \$94.8787	41,746.62	44,888.19	(3,141.57) 121.00	1,452 3.48%

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>6</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 March 31, 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 \$100.0454	150,068.10	150,929.66	(861.56) 993.75	3,375 2.25%
<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 \$109.2695	163,904.25	162,945.93	958.32 2,496.65	5,382 3.28%
<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 \$105.3663	263,415.75	246,119.20	17,296.55 2,543.75	9,250 3.51%
<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 \$101.7387	178,042.72	172,680.20	5,362.52 1,236.67	4,200 2.36%
<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 \$109.146	327,438.00	300,000.00	27,438.00 4,873.33	12,900 3.94%
<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 \$96.339	155,105.79	161,052.52	(5,946.73) 214.67	4,830 3.11%
<b>500255AS3</b> KOHLS 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 \$104.25	208,500.00	200,495.00	8,005.00 1,083.33	6,500 3.12%
<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 \$106.7657	81,141.93	75,332.36	5,809.57 279.30	2,052 2.53%
<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 \$110.8716	182,938.14	171,299.88	11,638.26 786.04	5,775 3.16%

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 March 31, 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 \$102.375	255,937.50	256,412.67	(475.17) 444.44	10,000 3.91%
<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 \$102.2106	97,100.07	91,265.00	5,835.07 672.92	4,037 4.16%
<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 \$108.4024	143,091.16	133,149.71	9,941.45 1,695.47	4,488 3.14%
<b>718549AB4</b> PHILLIPS 66 PRTNRS 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 \$107.0432	114,536.22	106,937.86	7,598.36 492.88	3,857 3.37%
<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 \$102.8412	257,103.00	249,554.20	7,548.80 1,840.28	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 \$104.9687	157,453.05	150,666.61	6,786.44 1,700.00	4,500 2.86%
<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 \$100.00	240,000.00	240,122.54	(122.54) 2,025.67	7,080 2.95%
<b>Total of Corporate Bonds</b>		<b>3,636,312.59</b>	<b>3,515,000.72</b>	<b>121,311.87</b> <b>28,690.89</b>	<b>116,532</b>

## Total Account Holdings

Market Value (\$)	Cost Basis (\$) Purchase Cost (\$) <sup>a</sup>	Unrealized Gain / Loss (\$)	Estimated Annual Income (\$) <sup>a</sup>
<b>4,275,641.85</b>	<b>4,156,372.11</b> <b>629,814.33</b>	<b>119,269.74</b>	<b>125,683</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 03/01 - 03/31/2021	1st Quarter 01/01 - 03/31/2021	Year to Date 01/01 - 03/31/2021
Securities Purchased	—	—	—
Securities Sold	—	—	—
Cash Inflows	—	—	—
Cash Outflows	(\$10,004.50)	(\$10,004.50)	(\$10,004.50)
Dividends	\$1,433.14	\$1,917.60	\$1,917.60
Interest	\$10,730.79	\$22,647.05	\$22,647.05
Capital Gains	—	—	—
Other Distributions	—	—	—
Reinvestments	(\$1,433.14)	(\$1,917.60)	(\$1,917.60)

## Account Activity March 1 - March 31, 2021 (Since last statement)

Date	Transaction Type	Description/Security ID	Price(\$) Quantity	Amount
03/01/2021	Cash Dividend	EATON VANCE SHORT DURATION GOVT INCOME CL A 022621 30,885.75500 EALDX AS OF 02/26/21	—	\$289.06
03/01/2021	Dividend Reinvest	EATON VANCE SHORT DURATION GOVT INCOME CL A REINVEST AT 8.120 EALDX	— 35.599	(\$289.06)
03/01/2021	Interest	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 030121 44,000 097023BK0	—	\$726.00
03/02/2021	Sweep (Deposit) <sup>7</sup>	INSURED CASH ACCOUNT	—	\$726.00
03/15/2021	Interest	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 031521 312,000 002824BB5	—	\$4,602.00
03/15/2021	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 031521 161,000 38143C6D8	—	\$402.50
03/15/2021	Interest	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 031521 250,000 655664AS9	—	\$5,000.00

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** March 1 - March 31, 2021 (Since last statement) Continued

Date	Transaction Type	Description/Security ID	Price(\$) Quantity	Amount
03/16/2021	Cash Dividend	AMERICAN BALANCED CL A 031621 11,440.77600 ABALX	—	\$1,144.08
03/16/2021	Dividend Reinvest	AMERICAN BALANCED CL A REINVEST AT 31.120 ABALX	— 36.763	(\$1,144.08)
03/16/2021	Sweep (Deposit) <sup>7</sup>	INSURED CASH ACCOUNT	—	\$10,004.50
03/31/2021	Interest	INSURED CASH ACCOUNT 033121 29,804	—	\$0.29
03/31/2021	Sweep (Interest Deposit) <sup>7</sup>	INSURED CASH ACCOUNT	—	\$0.29
03/31/2021	Sweep (Withdrawal) <sup>7</sup>	INSURED CASH ACCOUNT	—	(\$10,004.50)
03/31/2021	ACH Funds	INCOME DISTRIBUTION TRACE # 021000010001077	—	(\$10,004.50)

**Dividends, Interests, Capital Gains, and Other Distributions Not Yet Paid**

(Transactions are not final and are subject to change)

Closing Date	Transaction Type	Description/Security ID	Record Date	Quantity Rate	Amount of Payment (\$)
04/14/21	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 05565QDM7	03/29/21	150,000 \$17.9400	2,691.00
04/15/21	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 CALL 08/15/28 @ 100.000 38143C6D8	03/30/21	161,000 \$2.5000	402.50

<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.

## Messages From LPL Financial *(continued)*

### STATEMENT OF FINANCIAL CONDITION NET CAPITAL

The Company is subject to the SEC's Net Capital Rule (Rule 15c3-1 under the Exchange Act), which requires the maintenance of minimum net capital. The net capital rules also provide that the broker-dealer's capital may not be withdrawn if resulting net capital would be less than minimum requirements. Additionally, certain withdrawals require the approval of the SEC and FINRA to the extent they exceed defined levels, even though such withdrawals would not cause net capital to be less than minimum requirements. Net capital and the related net capital requirement may fluctuate on a daily basis. The Company is a clearing broker-dealer and, as of December 31, 2020, had net capital of \$119.0 million with a minimum net capital requirement of \$11.0 million. As of December 31, 2020, LPL Financial has met all capital adequacy requirements to which it is subject.

Statement of Financial Condition filed pursuant to Rule 17a-5(e)(3) under the Securities Exchange Act of 1934 is available for inspection at the principal office of the Company and at the Boston Regional Office of the Commission.

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 [www.lpl.com/disclosures](http://www.lpl.com/disclosures).

### LPL BANK SWEEP PROGRAMS

LPL is making changes to our cash sweep programs, Insured Cash Account (ICA) and Deposit Cash Account (DCA), and providing additional details about how and when the backup cash sweep destinations we previously disclosed to you will be used. In addition, LPL is reducing the monthly fee charged for DCA. For more information, please review the ICA and DCA disclosure booklets at <https://www.lpl.com/disclosures/lpl-financial-fdic-insured-bank-deposit-sweep-programs.html> or speak with your financial professional.

### SEC FEE RATE DECREASE

The Securities and Exchange Commission (SEC) levies transaction fees on certain client liquidations (sells) that are transacted on national securities exchanges and self-regulatory organizations (i.e., over-the-counter markets). This charge offsets certain costs the federal government incurs in supervising and regulating securities markets. The SEC periodically recalculates the rate at which this fee is assessed pursuant to its authority under Section 31 of the Securities Exchange Act of 1934. Impacted sell transactions include both equity and option securities. The fee amount applied is determined by the dollar amount of a sell (liquidation) transaction.

Effective February 25, 2021, the current fee rate applicable to these securities liquidation transactions on national securities exchanges and over-the-counter markets was decreased from \$22.10 per million dollars to \$5.10 per million dollars. These fees will be reflected on customer confirms as "Settlement Fees."

## 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 Financial fails 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, and the joint account is protected under SIPC separately up to \$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/webapps/informemos>.

**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 GMNA 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) 558-7567 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 240.15c-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 Regulatory 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>Third Party Compensation and Related 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

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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 March 2021 are approved.

APPROVED by a majority of Board members present on this 6th day of May, 2021.

Item D.7

**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 licenses 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, 1965, 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 6<sup>th</sup> day of May, 2021.

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Amanda Nairn, President

Item D.8

CONTRACT  
by and among the  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
the  
CITY OF NORMAN, OKLAHOMA  
and the  
NORMAN UTILITIES AUTHORITY  
FOR A CITY OF NORMAN  
TEMPORARY WATER SUPPLY

AGREEMENT TO SUPPLY TEMPORARY WATER

1. This is a Contract between the Central Oklahoma Master Conservancy District ("District") and the City of Norman and Norman Utilities Authority ("Norman") for a City of Norman Temporary Water Supply.

2. The District agrees to deliver a supply of Temporary Water to Norman in consideration of the City's and Utility Authority's execution of and compliance with the terms of this Contract. The obligation of the District to supply Temporary Water to Norman shall arise during such time that Temporary Water is available under the terms of this Contract.

THE SUPPLY AND AVAILABILITY OF TEMPORARY WATER

3, The District has entered into a contract (No. 219E64007) with the United States, acting by and through the Secretary of the Interior, Bureau of Reclamation, to acquire the contractual right to receive delivery of Temporary Water. The contract between the District and the United States is attached to this Contract as Exhibit 1. Norman is a Participating Municipality as defined in that contract. The terms of that contract applicable to a Participating Municipality are incorporated in this Contract.

4. Temporary Water is defined in that contract as a supply of water made possible when infrequent and otherwise unmanageable flood flows of short duration create a temporary supply of water not storable for Norman Project water supply purposes. Temporary water is available only when the reservoir water surface elevation for Lake Thunderbird is above elevation 1039.0, the top of the conservation storage pool. This definition is adopted as the definition of Temporary Water in this Contract.

5. To obtain the right to use the Temporary Water, the District is required to comply with the provisions of contract No. 219E640007 between the District and the United States. Therefore, Temporary Water shall only be available whenever the District is reasonably able to comply with the terms of that contract. The obligation of the District to supply Temporary Water shall be in accordance with and limited by the terms of that contract.

6. To obtain the right to use the Temporary Water, the District must apply for and be granted a permit by the Oklahoma Water Resources Board (OWRB) for the right to take and use

such water pursuant to statutes beginning at Title 82 Okla. Stat. Section 105.1 and following and the rules of the OWRB applicable to the right to use surface water in Oklahoma. Therefore, Temporary Water shall be considered available only after the District has been granted such a permit and during such time as the permit is in force and in accordance with its lawful provisions and requirements. The District will apply for a permit for Municipal and Industrial use of Temporary Water as soon as reasonably possible after the execution and effective date of this Contract and will use all reasonable efforts to obtain the permit in a timely manner. Norman will do all things reasonably necessary as requested by the District to facilitate the District's acquisition of and compliance with the permit. The District will notify and provide Norman with a copy of the permit promptly upon its receipt.

#### DELIVERY OF TEMPORARY WATER

7. Norman is not required to take any Temporary Water unless and until Norman requests the District to supply it with Temporary Water. Temporary Water shall only be considered to be available whenever Norman requests the District to deliver Temporary Water to Norman in accordance with the terms of this Contract, and when Temporary Water is otherwise available under the terms of this Contract and contract No. 219E640007.

8. Norman shall request delivery of Temporary Water from the District by notifying the District in writing of its request delivered to the address provided for the receipt of Notices by the District recited below. The request shall be effective when actually received by the District.

9. As soon as reasonably possible after Norman requests the District to supply Norman with Temporary Water in accordance with the provisions of this Contract, the District will deliver the water requested by Norman to the extent such Temporary Water is available. The delivery point shall be as provided in the 1961 Contract for a City of Norman Water Supply and its subsequent amendments and renewals.

#### PAYMENT FOR TEMPORARY WATER

10. The District is required to pay the United States for the amount of Temporary Water delivered that is in excess of Norman's water supply allocation of 43.8 percent of Municipal Water use from Lake Thunderbird in any one year. The District's payment to the United States is required by no later than December 31 of the year following the Water Year in which Temporary Water under contract No. 219E640007 was delivered to Norman. Therefore, by December 1 following the Water Year in which the District delivers Temporary Water to Norman, the District will invoice Norman for payment for such water as described in paragraph 12 of this Contract.

11. Norman will pay the District pursuant to the invoice within 30 days of receipt of the invoice.

12. The price for Temporary Water to be paid to the District by Norman shall be based upon the same rates and charges as for those specified in contract No. 219E640007 for payment

by the District to the United States for delivery of Temporary Water, plus a surcharge of 25% of the amount to be paid by the District to the United States as reimbursement to the District by Norman for fees and costs incurred by the District in arranging for and delivering the supply of water under this temporary water supply contract. Norman shall also pay to the District any administrative fees, interest assessments, and penalties that the District shall owe to the United States to the extent such fees, assessments, or penalties arise from any breach of this Contract by Norman.

### NOTICES

13. Notices to the District and the City of Norman and the Norman Utilities Authority shall be effective when actually received by the noticed party.

Notices shall be sent to the following or future successors in the same positions:

To the District  
Kyle Arthur, General Manager  
12500 Alameda Drive  
Norman, Oklahoma 73026 or by e-mail to [karthur@comcd.net](mailto:karthur@comcd.net)

To the City of Norman and Norman Utilities Authority

\_\_\_\_\_  
201 West Gray  
Norman, OK or by e-mail to \_\_\_\_\_

AGREED this 6<sup>th</sup> day of May, 2021.

CITY OF NORMAN

Attest:

\_\_\_\_\_

\_\_\_\_\_

NORMAN UTILITIES AUTHORITY

Attest:

\_\_\_\_\_

\_\_\_\_\_

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

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

## Temporary Water District Surcharge Rationale

2022 Plant and Dam Assessment	\$127,500.00
Norman Cost (43.8%)	\$55,845.00
Norman cost/1000 gal allocated	\$0.018

BOR cost/1000 - Year 1	\$0.07
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% of BOR cost*	25.72%
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\*By having a percentage, District surcharge increases with annual BOR Consumer Price Index adjustments

Year	Acre-Ft	BOR Cost	District Additional Surcharge if it had Existed in Current Contract
2017	1742	\$38,184.64	\$9,546.16
2018	1168	\$25,757.25	\$6,439.31
2019	1314	\$29,394.18	\$7,348.55
2020	1600	\$36,160.00	\$9,040.00
2021	1600	\$36,528.00	\$9,132.00
Total	7424	\$166,024.07	\$41,506.02

RESOLUTION  
OF  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
REGARDING CONTRACT WITH CITY OF NORMAN AND NORMAN UTILITIES  
AUTHORITY  
FOR TEMPORARY WATER SUPPLY

WHEREAS, a quorum of the Board of Directors of the Central Oklahoma Master Conservancy District met in a regular meeting and considered approval of an Agreement between the City of Norman, Norman Utilities Authority and the Central Oklahoma Master Conservancy District to Supply Temporary Water to the City of Norman.

IT IS HEREBY RESOLVED that the Agreement between the City of Norman, Norman Utilities Authority and the Central Oklahoma Master Conservancy District to Supply Temporary Water to the City of Norman should be and the same is hereby approved.

APPROVED by a majority of Board members present on this 6<sup>th</sup> day of May, 2021.

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Amanda Nairn, President

Item D.9

AMENDMENT AGREEMENT  
BETWEEN  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
AND  
ALAN PLUMMER ASSOCIATES, INC.

This is an Agreement to amend the original contract dated September 7, 2017, by and between the Central Oklahoma Master Conservancy District (DSTRICK) and Alan Plummer Associates, Inc. (ENGINEER) relating to the Del City Raw Water Pipeline (Del City Pipeline) construction phase services and is effective May 6, 2021.

WHEREAS, the DISTRICT and ENGINEER entered into the original professional services contract dated September 7, 2017, that included a Scope of Services for Preliminary Design, Detailed Design and Bid Phase services, and possible Additional Services and Special Services that may be provided for the Del City Pipeline project, and included a project schedule for Basic Services; and

WHEREAS, on June 18, 2019, the DISTRICT and ENGINEER entered into Exhibit F titled Amendment 2 to Scope of Services to modify the Additional Services provisions of the Scope of Services from the September 7, 2017, contract, by providing additional descriptions of Construction Administration Services with additional compensation and a project schedule of one year for Additional Services plus additional time as necessitated by construction progress;

WHEREAS, on November 7, 2019, the DISTRICT and ENGINEER entered into a second professional services contract with a revised Scope of Services for Construction Management that included descriptions of Basic Services and possible Additional Services, with additional compensation and a project schedule; and

WHEREAS, construction progress has extended past the 12 month contract period anticipated, and continued construction management services including continuation of field activities, general contract administration, and project management as described in Exhibit F dated June 18, 2019, are needed through the end of the construction phase.

IT IS THEREFORE UNDERSTOOD AND AGREED as follows:

1. ENGINEER will continue to provide construction administration management services described in Tasks IV.a.1.a, c and d set forth in Exhibit F, additional General Contract Administration including meeting notes, project closeout documents, Proposed Contract Modifications, Request for Information Responses, Contractor Pay Applications, and other documentation necessary through Project Completion, and Project Management described in Task IV.A.3 set forth in Exhibit F, through the end of the construction phase of the Del City Pipeline project.

2. DISTRICT will compensate ENGINEER on a time and materials basis and not to exceed the total amendment cost set forth in the chart below for the SERVICES rendered at ENGINEER's hourly rates provided in Attachment 1 to Exhibit F. All direct non-labor expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the SERVICES shall be paid at invoice or internal office cost plus a fifteen percent (15%) service charge. Subcontract expenses shall be paid at direct cost plus a fifteen percent (15%) service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to ENGINEER's compensation when invoicing DISTRICT.

Activity	Task Description	Fee Ceiling
ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES		
Task IV.a.1	Field Activities (16hrs @ \$191.57)	\$3,065.04
Task IV.a.2	Construction Administration (30hrs @ \$191.57)	\$5,747.10
Task IV.a.3	Project Management (12hrs @ \$259.58)	\$3,114.96
TOTAL AMENDMENT		\$11,927.10

The ENGINEER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to DISTRICT will be by task for the percentage of work actually completed. The DISTRICT shall make interim payments within 30 calendar days in response to ENGINEER's interim statements.

### 3. SCHEDULE

The time period for performance of the construction phase tasks identified under ADDITIONAL SERVICES as detailed above shall be completed within the time frame as necessitated by construction progress.

**OWNER:**

**ENGINEER:**

**Central Oklahoma Master Conservancy District**

**Alan Plummer Associates, Inc.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

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

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

**Witness:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

RESOLUTION  
OF  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
REGARDING  
AMENDMENT AGREEMENT WITH ALAN PLUMMER ASSOCIATES, INC.  
FOR DEL CITY PIPELINE CONSTRUCTION MANAGEMENT

WHEREAS, a quorum of the Board of Directors of the Central Oklahoma Master Conservancy District met in a regular meeting and considered approval of an Amendment Agreement with Alan Plummer Associates, Inc. for the Del City Pipeline Construction Management services.

IT IS HEREBY RESOLVED that the Amendment Agreement with Alan Plummer Associates, Inc. for the Del City Pipeline Construction Management services should be and the same is hereby approved.

APPROVED by a majority of Board members present on this 6<sup>th</sup> day of May, 2021.

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Amanda Nairn, President

Item D.10

RESOLUTION  
OF  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
REGARDING  
TRANSFER OF ITEMS OF SURPLUS PROPERTY  
TO  
OKLAHOMA DEPARTMENT OF TOURISM AND RECREATION

WHEREAS, a quorum of the Board of Directors of the Central Oklahoma Master Conservancy District met in a regular meeting and considered approval of transfer items declared to be surplus property to the Oklahoma Department of Tourism and Recreation; and

WHEREAS, confirmation of such a transfer of surplus property of the District to a state agency by the District Court is required.

IT IS THEREFORE RESOLVED that the following items of surplus property shall be transferred to the Oklahoma Department of Tourism and Recreation:

1. Welder serial number MA270036L
2. Power Washer serial number 0615-1225

IT IS FURTHER RESOLVED that a request to transfer surplus property should be prepared and filed with the District Court and confirmation received before the surplus property is transferred to the Oklahoma Department of Tourism and Recreation.

APPROVED by a majority of Board members present on this 6<sup>th</sup> day of May, 2021.

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

Item E.11

## LEGAL COUNSEL REPORT

May 6, 2021

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 resolutions for Kelley

Item E.12

## Manager's Report – May 2021

- Reclamation Inspections
  - Reclamation staff, including some from the Technical Services Center in Denver, completed various routine/scheduled inspections recently
    - April 14<sup>th</sup> performed mechanical inspection
    - April 15<sup>th</sup> performed dive examination of inlet works at gates
    - April 29<sup>th</sup> performed civil exam of the dam and associated facilities
- Shoreline Erosion Project
  - Shoreline Erosion project data collection was concluded, and removal of wetland frames was completed April 27<sup>th</sup>, 2021.
  - Barge is scheduled for May 7<sup>th</sup> to remove concrete anchors
  - Final Report from OU and presentation tentatively scheduled for June Board meeting
- Generator Replacement
  - Kick-off meeting held on April 8<sup>th</sup>
  - Generator replacement project work officially broke ground on April 26<sup>th</sup> with relocation of current back-up generator
  - Foundation and conduit prep work currently underway
  - ETA of new generators is May 27<sup>th</sup>
- Big Iron Auction items were open to bid on April 14<sup>th</sup>. Bids close on May 5<sup>th</sup>.
- Hosted meeting with Lake Thunderbird State Park staff to discuss various items.
  - Parks had an interest in two items the Board had deemed surplus
  - Resolution to approve their transfer is on current agenda
- Completed remodel of Control Room/HMI building.
  - Dave and Jim did excellent work!
  - Created a completed connected building (3 rooms + bathroom)
  - Rehabilitated existing bathroom
  - Organized and cleaned out old chlorine room for use as a workshop
- Met with three contractors to obtain estimates on placing gravel along sidewalls of emergency spillway as per the recommendation of Reclamation
- Security cameras were ordered and will be installed inside buildings to be able to remotely and safely inspect any alarms we receive
- HMI Programming
  - Paul Cunningham with Worth Hydrochem is continuing work on updating the platform to replace our current HMI software (“Lookout”) with “Ignition”.
  - Met with staff on two occasions to receive input on desired functionality
  - Has completed the major of the programming; currently working on reporting features
- May 3<sup>rd</sup>, walk-through punch list meeting with Plummer, Travis Boone (inspector).
  - Estimated final completion date is May 21<sup>st</sup>, 2021.
- Placed new rock on boat jetty to replace damage from past winter storms

- Recorded video for the Lake Thunderbird Watershed Alliance (LTWA)
  - Came on-site and toured facility
  - Talked about the District, water quality, support for the Alliance, etc.
  - Will be posted on LTWA website
- Reclamation has been working on an updated yield model for the lake
  - Plan to meet with the three cities within the next 2-3 weeks
  - Presentation to Board will follow
- Spoke to Norman Rotary on April 8<sup>th</sup>
- Spoke to OU Civil Engineering and Environmental Science seminar class on April 30<sup>th</sup>
- Governor Stitt signed into law the bill raising the threshold for requiring the solicitation of bids through the competitive bidding process from \$50,000 - \$100,000
  - Will be working on updating and enhancing our internal purchasing policy to reflect this change, as well as create a hierarchy for Manager and Board approval thresholds below \$100,000