

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

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

**TIME: 6:30 P.M.  
THURSDAY, July 15, 2021**

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

TO PARTICIPATE AND LISTEN TO THE MEETING BY TELEPHONE, CALL TOLL FREE, 1-877-309-2073 ENTER ACCESS CODE: 160-566-029

TO PARTICIPATE AND LISTEN VIA A COMPUTER, SMARTPHONE, OR TABLET, GO TO  
[HTTPS://GLOBAL.GOTOMEETING.COM/JOIN/160566029](https://global.gotomeeting.com/join/160566029)

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

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

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

**C. ADMINISTRATIVE:**

1. STATUS REPORT OF THE DEL CITY PIPELINE PROJECT FROM ALAN PLUMMER ASSOCIATES, INC
2. FISCAL YEAR-END UPDATE ON CAPITAL EXPENDITURE AND EMERGENCY FUND INVESTMENT ACCOUNT FROM ROBERT LOCKARD, OF LPL FINANCIAL

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

3. MINUTES OF THE REGULAR BOARD MEETING HELD ON THURSDAY, JUNE 3, 2021, AND CORRESPONDING RESOLUTION
4. FINANCIAL STATEMENTS FOR OPERATING ACCOUNT FOR MAY 2021, AND CORRESPONDING RESOLUTION
5. AMENDING AN EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN AND JOINDER AGREEMENT AND CORRESPONDING RESOLUTION
6. CONTRACT BETWEEN THE DISTRICT AND CITY OF NORMAN AND NORMAN UTILITIES AUTHORITY FOR TEMPORARY WATER SUPPLY AND CORRESPONDING RESOLUTION
7. CONTRACT BETWEEN THE DISTRICT AND CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL AUTHORITY FOR TEMPORARY WATER SUPPLY AND CORRESPONDING RESOLUTION
8. CONTRACT BETWEEN THE DISTRICT AND CITY OF DEL CITY AND THE DEL CITY MUNICIPAL AUTHORITY FOR TEMPORARY WATER SUPPLY AND CORRESPONDING RESOLUTION

**E. DISCUSSION:**

9. LEGAL COUNSEL'S REPORT
10. GENERAL MANAGER'S REPORT

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

F. ADJOURN

Item D.3

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

**Thursday, June 3, 2021**

**Location-12500 Alameda Dr, Norman, OK 73026**

Due to expiration of the emergency amendments of the Open Meeting Act that allowed all Board Members to meet virtually by videoconference, the June 3, 2021, meeting is required to be in-person with a quorum of Board Members in attendance at the meeting location. However, to accommodate the public, including presenters of Agenda items, who wish to participate but not to attend the meeting in person, videoconference and teleconference capability is being made available. Although this accommodation is provided, members of the public including presenters are welcome to attend the meeting in-person.

To participate and listen to the meeting by telephone, call toll free, 1-866-899-4679  
enter access code: 629-958-629.

To participate and listen via a computer, smartphone, or tablet, go to  
[HTTPS://GLOBAL.GOTOMEETING.COM/JOIN/629958629](https://global.gotomeeting.com/join/629958629)

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

**A. Call to Order**

President Amanda Nairn called the meeting to Order at 6:37 pm.

**Roll Call:**

Board Members Present:

President Amanda Nairn

Treasurer Jann Knotts

Secretary Michael Dean

Board Member William Janacek

Board Member Roger Frech

Board Member Kevin Anders

Board Members Absent:

Casey Hurt

Staff Present:

Kyle Arthur, General Manager

Kelley Metcalf, Office Manager

Tim Carr, Operations & Maintenance Supervisor

Others Present:

Paul Streets

Don Maisch

Alan Swartz

Geri Wellborn

Video/callers

- Beverly Palmer
- Mark Roberts
- James Allard

**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. Administrative**

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

Alan Swartz reported:

Contractor has been working diligently to finish the punchlist including:

- finish grading and seeding
- painting ARV and BOV piping
- installing fences and gates
- completing meter vault installation
- removal of construction entrances

Closeout paperwork is almost complete and ready for the OWRB

Punchlist has been completed with the following exceptions:

- stainless steel stem extensions
- concrete valve pads
- bird screen flanges on air release valves
- one fence remains to be reinstalled

Mr. Arthur added with the addition of the stem extensions, necessary maintenance can be done safer and more efficiently from the surface. Mr. Arthur stated if anyone would like to see to let him know.

**C.2. Discussion on Attendance Policy**

President Nairn stated there was concern regarding board members and whether everyone was comfortable coming back. With the end of the Governor's Declaration of Emergency regarding COVID-19, that essentially ended our COVID Attendance Policy. So, the three-absence rule, that is in our Bylaws, is back in effect. President Nairn invited board members to reach out to her or the General Manager to discuss a possible extension of the temporary attendance allowance. President Nairn stated voting can no longer be valid via electronic method of attendance, with one exception, if a board member attends electronically, their address and phone number must be published on the agenda, and their location shall be open and accessible to the public, and the public shall be allowed into that site and room.

Mr. Anders inquired which authority does the District follow, the President of the U.S., Health Department, Federal or State. Mr. Arthur stated as it relates to the District's Attendance Policy that it is primarily within the District Board's purview. For purposes of who declares the emergency that ties back to the Open Meeting Act, that is the Governor. Mr. Arthur stated the latest amendments to the law allow for this to happen again should it present itself. Further Mr. Arthur said there is nothing in state statute specific to Conservancy District's regarding attendance, rather broadly to all public bodies subject to the OMA. Mr. Couch stated it is often organization's practice to ensure those appointed members attend. President Nairn reminded the board if a board member misses more than three meetings the board can vote to not remove that member.

With no objection from the Board the President requested to move item D.9, & D.10 to follow E.14.

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

**D.3. Minutes of the Regular Board Meeting held on Thursday, May 6, 2021, and corresponding Resolution**  
The minutes were reviewed and finding those in good order as presented, William Janacek made a motion seconded by Michael Dean to approve the Resolution.

Roll call vote:

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

Motion Passed

**D.4. Financial statements for operating accounts for April 2021, and corresponding Resolution**  
Treasurer Knotts stated costs for the Del City Pipeline totaled \$24,553.41 for the month of April. No additions to the loan were made. The District has spent \$5,364,231.40 on the pipeline loan, thus far. Mr. Arthur stated there might be one or two more advancements. Ten months into the year many of the O&M expenses are below budget. President Nairn asked what the \$5,499.30 deposit from ASAP was for. Mr. Arthur said that was the Bureau of Reclamation's match portion of the Shoreline Erosion Project. ASAP is just the federal online platform from which the payment is received. Finding the financial statement in good order as presented, Jann Knotts made a motion seconded by William Janacek to approve the Resolution.

Roll call vote:

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

Motion Passed

**D.5. Letter of engagement of Finley & Cook, PLLC to perform FY 20-21 financial audit, and corresponding Resolution**

Mr. Arthur recommended awarding Finley & Cook, PLLC the contract to perform the 2021 financial audit. The service cost is \$18,550 (same as prior year). The District has contracted with Finley & Cook for 10 plus years. Mr. Arthur remarked they are very professional and stated he is open to feedback. Ms. Knotts observed that compared to some other companies Finley & Cook's fee is reasonable. Mr. Dean likes the detail they provide. Michael Dean made a motion seconded by Jann Knotts to approve the Resolution.

Roll call vote:

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

Motion Passed

**D.6. Contract between the Bureau of Reclamation and the District for delivery of temporary water, and corresponding Resolution**

This item was tabled at the May 6, 2021, Board meeting.

Mr. Arthur briefed the members on the two current contracts that exist for delivery of temporary water. Contract No.169E640075, between the District and the Bureau of Reclamation and Contract No.K-1617-62 between the District and City of Norman, Oklahoma, and the Norman Utilities Authority. All three member cities were offered the opportunity to enter a contract with the District. Norman was the only one that availed themselves. Temporary water is available only when the reservoir water surface elevation is above elevation 1,039.0 feet.

Recently, the City of Norman approached Mr. Arthur about possible revisions to the contracts. The current BOR contract has a fixed fee schedule, and the contract ends in 2022. If approved Contract No. 219E640007 would supersede and replace Contract No. 169E640075. Mr. Arthur explained the most notable proposed revision is that payment for the use of temporary water in the future shall be based upon the amount of temporary water delivered when such deliveries are more than a participating city's regular water supply allocation at water year end. Additionally, the new contract's fee schedule is annually based on consumer price index and the term of the contract would extend from the Water Year in which it is executed (WY 2021) for a period of 5 Water Years, ending on September 30, 2025.

Secretary Dean raised concern that the new contract contains some language that was not in the original contract. Mr. Arthur stated he looked at the details of the added language, compared it with the existing contract and the original District/BOR contract. Mr. Arthur said that while there are most certainly new items that have been added, after visiting with Regional BOR counsel and staff from the Oklahoma-Texas Area Office, he is comfortable with the added language. This is primarily based upon two opinions: (1) the language is consistent with current expectations and practices of the District with respect to the requirements of BOR, that is to say, the District is already doing most of these things and this is simply a way of "codifying" those, and (2) the fact that BOR inserts, as a matter of routine practice, new language into new or amended contracts based upon the nature of the contract and guidance from their "Standards and Directives" document. This is often done to clarify issues that have come up in the past with other contracts, to implement a new policy, etc.

Mr. James Allard, from the Bureau of Reclamation, stated standard articles go into water contracts so all entities are treated equally. Typically, the District is bound and already doing everything in the contract. These provisions and the language are consistent with what BOR does across all contracts with respect to their projects.

Mr. Arthur stated that, with the new contract possibility, Midwest City and Del City (in addition to Norman) are also interested in having the contractual right to use temporary water. District Counsel, Mr. Couch, has drafted Midwest City's contract and city Attorney Don Maisch is reviewing. Mr. Couch will also be working on one for Del City and Beverly Palmer's review. Should Contract No. 219E640007 be approved tonight there would be agenda items for the three cities' contracts at the next board meeting.

With regards to specific language in the draft contract, Mr. Dean asked what the District's current Water Conservation Plan is. Mr. Arthur stated we have one, but it is out of date, and the next step is to update it. Discussions are ongoing with BOR. The recently updated draft yield model could possibly be utilized to set reservoir elevation trigger levels, as a central part of the Water Conservation Plan, to implement conservation measures to maximize water supply yield should we be in or about to enter a period of drought. Mr. Arthur stated the any trigger levels developed would be fair and done in an equitable manner and with support from all member cities. Mr. Arthur stated he and BOR on working on a scope of work to develop the Plan informed by the yield model results.

Mr. Anders pointed out that in the contract there is no verbiage of when the federal government takes over in a terrorist situation. Mr. Allard stated that would fall into the Emergency Action Plan. Ms. Nairn stated she could not think of any scenario where all-hands-on-deck would not be facilitated.

Mr. Frech asked what the District's liability would be, with regards to the water intake structure, if it is compromised, for example via purposeful contamination. Mr. Arthur stated that the repair of any physical damage done to the works would be the responsibility of the District. Ms. Nairn stated this Project being owned by BOR, if something catastrophic happened, might be a benefit. Mr. Couch stated the District would be responsible for alerting the public if any such action occurred.

Members Anders and Hurt are currently working on additional security with respect to IT, software, and telemetry systems.

Kevin Anders made a motion seconded by Michael Dean to approve the Resolution.

Roll call vote:

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

Motion Passed

**D.7. Memorandum Agreement with OWRB and USGS for stream gaging, fiscal year ending June 2022, and corresponding Resolution**

Mr. Arthur stated the cost for our portion of the cost-share agreement is \$12,400 (same as prior year). This



agreement has been active since the Project's inception. He recommended that the Board approve the Memorandum Agreement. Roger Frech made a motion seconded by Kevin Anders to approve the Resolution.

Roll call vote:

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

Motion Passed.

**D.8. Revised and updated Personnel Policy Manual, and corresponding Resolution**

This item was a discussion item at the March 4, 2021, Board meeting.

Mr. Arthur explained the yellow highlighted parts are the same as the previous draft. However, the draft document tonight has some areas that have blue highlights and those are new additions. Mr. Arthur proceeded to point out 5 areas of new additions:

1. The maximum number of hours one can accrue is 360 at the end of each calendar year for annual leave. Additionally, after accruing 200 hours of unused annual leave, the employee may elect to sell annual leave back to the District in 8-hour increments.  
(this concept existed previously; the language was just clarified.)
2. Tim Carr suggested changing the work week from Mon-Sun to Saturday 12:01A.M. thru Friday midnight. This change allows for more time to adjust the work week should weekend hours be required. Mr. Arthur consulted with Ms. Brightmire, and she stated there was no law specifying when the times of the work week must be, but we simply must maintain consistency in whatever schedule we adopt.
3. Mr. Dean inquired about sick leave accrual and whether that is paid to the employee at any point. Mr. Arthur stated sick leave will accumulate until the employee's service is terminated. Sick leave is not reimbursable and does not have a cap. Mr. Arthur did note that the revised Personnel Policy Manual also includes a new Qualified Medical Emergency Plan the governs the use of the District's pool of donated sick leave. Ms. Brightmire advised the District to have a policy if it wishes to make such sick leave available to all employees for catastrophic medical events. The District currently offers a donated sick leave pool, but did not have a policy outlining the qualifications, rules, etc. for donation and utilization of the pool. This change will create an official policy.
4. With respect to the new Cell Phone Policy, Mr. Hurt recommended adding language regarding the District requiring that all regular full-time employees carry a cell phone. This has been done.
5. With respect to Section 702, specifically the part regarding medical marijuana use, Mr. Arthur added the General Manager's position to the list of job titles performing "safety-sensitive" duties. The list now includes O&M Tech I, II, Senior, Supervisor and General Manager.

Roger Frech made a motion seconded by Jann Knotts to approve the Resolution.

Roll call vote:

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

Motion Passed.

## **E. Discussion**

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

May 6 conference call with Kyle Arthur about Bureau of Reclamation temporary water contract and attend monthly meeting of COMCD board in Postal Training Facility Norman

May 24 researched issues relating to resolution on attendance policy for board members and about attendance in executive session in virtual meeting and review draft board agenda and draft resolutions sent by Kelley Metcalf

May 25 attend meeting at District's office with Bureau of Reclamation Collin Balcombe and James Allard about yield study and implications, and thereafter meet for discussion with Amanda Nairn, Kyle Arthur, Kelley Metcalf, and Don Maisch about board meeting agenda matters

May 28 review and revise packet material and draft resolution and email to Kelley Metcalf for board packet and preparation of draft temporary water contract for Midwest City and dispatch to Don Maisch

With respect to the yield study mentioned by Mr. Couch, Ms. Nairn announced that the study will come before the board in early fall.

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

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

Mr. Dean asked the status of the emergency generators. Tim Carr stated the ETA is June 23rd, however, there have been delays. The new concrete has been poured and everything is in order. ETA for installation is mid-July.

Mr. Arthur stated a new generator for the office was ordered in November and we still do not have it. So, delays are certainly occurring with the manufacture of such equipment. Mr. Arthur reminded the Board that the electrical for the office building runs through the old office structure. Tim Carr, being an electrician, is going to build a wall and move all the electrical.

Mr. Arthur mentioned that the new tornado shelter has been installed.

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

Ms. Nairn explained the July board meeting is scheduled for Thursday, July 1<sup>st</sup>. Since that is the Thursday before the 4<sup>th</sup> of July (Sunday) she suggests moving the meeting to Thursday, July 15<sup>th</sup>. The August meeting would be cancelled. In July, a Floating Wetlands Presentation is expected. Also, temporary water contracts for the 3 member cities. With no objection the July meeting will be moved to July 15<sup>th</sup>.

Ms. Nairn announced a 5-minute break at 7:57 P.M.

Open session resumed at 8:08 P.M.

Action continued:

**D.9. (POSTPONED EARLIER)** Possible executive session for the purpose of confidential communication regarding the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee, in this case the General Manager of the District, Pursuant to 25 O.S. § 307 (B) (1) of the Oklahoma Open Meeting Act; chair designation of staff to attend executive session and to take minutes

Kevin Anders made a motion seconded by William Janacek to enter executive session.

Roll call vote:

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

Mr. Couch certified the reason listed on the agenda to enter executive session meets the Open Meeting Act requirements.

Motion Passed to enter executive session. TIME 8:09PM

Open session resumed at 9:34 P.M.

Ms. Nairn announced the vote to return to Open session was completed at the end of the executive session.

**D.10. (POSTPONED EARLIER)** Return to open session and possible action deemed appropriate, if any, arising from discussions held in executive session concerning matters pertaining to employment, hiring, appointment, promotion, demotion, review, disciplining or resignation of the General Manager of the District

Kevin Anders made a motion seconded by Roger Frech to approve the Resolution.

Roll call vote:

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

Motion Passed.

F. Adjourn

There being no further business, President Nairn adjourned the meeting at 9:35P.M.

DRAFT

RESOLUTION  
OF  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
REGARDING OFFICIAL ACTION

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

IT IS HEREBY RESOLVED that minutes of the regular board meeting held on Thursday, June 3, 2021, are approved.

APPROVED by a majority of Board members present on this 15th day of July 2021.

Item D.4.

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

Balance Sheet  
As of May 31, 2021

	May 31, 21	Apr 30, 21	\$ Change
<b>ASSETS</b>			
Current Assets			
Checking/Savings			
1023-BANCFIRST #3940 & #0014	2,281,828.82	2,121,979.84	159,848.98
1050-LPL FINANCIAL			
1051-LPL ACCT# -2885 AT MARKET	4,323,478.53	4,316,218.86	7,259.67
Total 1050-LPL FINANCIAL	4,323,478.53	4,316,218.86	7,259.67
Total Checking/Savings	6,605,307.35	6,438,198.70	167,108.65
Accounts Receivable			
1800-GRANTS RECEIVABLE	32,500.12	32,500.12	0.00
1900-ASSESSMENTS RECEIVABLE			
1901-DEL CITY	49,713.31	49,713.31	0.00
1902-OPERATIONS AND MAINTENANCE	16,406.25	16,406.25	0.00
1903-POWER			
Total 1901-DEL CITY	66,119.56	66,119.56	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	0.00	137,812.86	-137,812.86
1911-POWER	0.00	48,693.75	-48,693.75
Total 1909-NORMAN	0.00	186,506.61	-186,506.61
Total 1900-ASSESSMENTS RECEIVABLE	452,649.68	639,156.29	-186,506.61
Total Accounts Receivable	485,149.80	671,656.41	-186,506.61
Other Current Assets			
1920-(BANCFIRST)-DWSRF ESCROW	16,434.25	8,337.53	8,096.72
1951-DWSRF REPYMT DUE-CURRENT	72,525.00	80,391.21	-7,866.21
Total Other Current Assets	88,959.25	88,728.74	230.51
Total Current Assets	7,179,416.40	7,198,583.85	-19,167.45
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	6,624,741.71	6,604,324.44	20,417.27
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	16,312,116.90	16,291,699.63	20,417.27
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	2,065,006.87	2,060,361.87	4,645.00
OFFICE EQUIPMENT	99,260.89	99,260.89	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	7,933,804.10	7,929,159.10	4,645.00
2030-ALLOWANCE FOR DEPRECIATION			
	-9,689,994.06	-9,686,681.83	-33,312.23
Total Fixed Assets	14,558,105.94	14,566,355.90	-8,249.96
Other Assets			
DEBT ISSUANCE COSTS	44,777.00	44,777.00	0.00
DWSRF REPAYMENTS-NONCURRENT	426,318.36	426,318.36	0.00
NET PENSION ASSET	266,750.00	266,750.00	0.00
Total Other Assets	737,845.36	737,845.36	0.00
TOTAL ASSETS	22,475,367.70	22,502,785.11	-27,417.41

ACCOUNTANT'S NOTES

- Boat dock rent received for the month was \$600.00
- The District realized \$85,905.00 on the sale of surplus equipment

Del City pipeline costs for the month were \$20,417.27  
Year to date Del City pipeline costs are \$3,730,531.10

Monthly advances on the Del City Pipeline loan were \$0.00  
Year to date Del City pipeline loan advances are \$3,845,171.14

Other fixed asset acquisitions during the month:

Storm Shelter \$4,645.00

Year to date other fixed asset acquisitions total \$21,950.39  
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.

06/09/21

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

Balance Sheet  
As of May 31, 2021

	May 31, 21	Apr 30, 21	\$ Change
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable	34,328.37	30,576.05	3,752.32
4000-CURRENT CLAIMS PAYABLE	34,328.37	30,576.05	3,752.32
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	6,118.45	5,510.95	607.50
4016-GROUP INSURANCE PAYABLE	1,113.20	1,303.20	-190.00
Total 4010-PAYROLL DEDUCTIONS	7,231.65	6,814.15	417.50
4017-COMPENSATED ABSENCES	17,150.38	17,150.38	0.00
4019-CONTRACTS-DUE W/1 YEAR			
4019.3-DWSRF CURRENT PYMTS	94,484.00	94,484.00	0.00
Total 4019-CONTRACTS-DUE W/1 YEAR	94,484.00	94,484.00	0.00
Total Other Current Liabilities	155,671.26	155,253.76	417.50
Total Current Liabilities	189,999.63	185,829.81	4,169.82
Long Term Liabilities			
4020-CONTRACTS PAYABLE			
4055-DWSRF PAYMENTS			0.00
4075-SUBSEQUENT PAYMENTS	426,318.36	426,318.36	0.00
Total 4055-DWSRF PAYMENTS	426,318.36	426,318.36	0.00
4080-NEW DEL CITY PIPELINE LOAN	5,364,231.40	5,364,231.40	0.00
Total 4020-CONTRACTS PAYABLE	5,790,549.76	5,790,549.76	0.00
Total Long Term Liabilities	5,790,549.76	5,790,549.76	0.00
Total Liabilities	5,980,549.39	5,976,379.57	4,169.82
Equity			
4802-BOR MANDATED MAINTRESERVE	50,000.00	50,000.00	0.00
4803-RESTRICTED-CAP IMPRVEMENTS	400,000.00	400,000.00	0.00
4806.5 UNRESTRICTED SURPLUS			
4807-UNRESTRICTED SURPLUS	15,210,960.06	15,210,960.06	0.00
4808-FYE '21 ADJUSTS-PRIOR YRS	229,802.99	229,802.99	0.00
Total 4806.5 UNRESTRICTED SURPLUS	15,440,763.05	15,440,763.06	0.00
Net Income	604,065.26	635,652.49	-31,587.23
Total Equity	16,494,818.31	16,526,405.54	-31,587.23
TOTAL LIABILITIES & EQUITY	22,475,367.70	22,502,785.11	-27,417.41

06/09/21

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
CURRENT CLAIMS PAYABLE

As of May 31, 2021

Current	Num	Name	Split	Open Balance
1		NET PAYROLL	-SPLIT-	23,264.24
1		BANCFIRST	-SPLIT-	9,694.13
1		OKLAHOMA TAX COMMISSION	4013-OWIT PAYABLE	1,370.00
Total Current				34,328.37
> n				



CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
Profit & Loss YTD Comparison

May 2021

	May 21	Apr 21	Jul '20 - May 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	284,600.00
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	86,505.00	6,099.30	203,918.53
4922- ASSESSMENT ADJUSTMENTS	-21,539.81	-17,386.41	-29,635.29
4923-BANK INTEREST INCOME	11,673.70	9,132.08	112,040.59
4925-DWSRF INTEREST INCOME	272.17	193.84	3,113.20
4930-SECURITIES VALUE ADJUSTS	12,646.64	34,556.36	90,248.31
Total 4920-OTHER REVENUES	89,557.70	32,395.17	379,685.34
Total Income	89,557.70	32,395.17	2,163,250.34
Expense			
5000-PERSONNEL			
5000.1-EMPLOYEES' WAGES	38,568.47	34,519.47	415,398.05
5009-EMPLOYEES' RETIREMENT	3,727.33	3,727.33	43,003.12
5011-PAYROLL TAXES	2,950.55	3,521.29	33,037.14
5012-TRAINING, EDUCATION&TRAVEL	0.00	0.00	2,325.72
5013-UNIFORM & BOOTS ALLOWANCE	116.77	0.00	1,667.38
5014-EMPLOYEE HEALTH, ETC, INS.	3,622.54	3,622.54	44,330.56
5015-WORKMEN'S COMPENSATION	1,745.00	2,218.55	3,963.55
5017-SERVICE & SAFETY AWARDS	0.00	0.00	4,950.59
5018-TEMPORARY HELP	0.00	0.00	1,764.00
Total 5000-PERSONNEL	50,731.66	47,609.18	550,440.11
5100-MAINTENANCE			
5101-PLANT& DAM R&M, SUPPLIES	1,341.30	1,403.61	24,423.44
5103-VEHICLE OPS, R&M	45.54	1,373.14	14,415.83
5104-BUILDINGS ROADS & GROUNDS	784.74	1,214.10	7,000.51
5106-EQUIPMENT R&M, RENTAL	504.52	10.74	7,495.41
Total 5100-MAINTENANCE	2,676.10	4,001.59	53,335.19
5200-UTILITIES			
5201-TELEPHONE,PAGING,IT SERVIC	1,816.55	2,621.16	22,046.71
5204-ELECTRICITY	641.78	826.52	8,958.72
5205-PROPANE	0.00	0.00	1,831.50
5206-WASTE REMOVAL	97.32	97.32	973.20
Total 5200-UTILITIES	2,555.65	3,545.00	33,810.13
5300-INSURANCE AND BONDS			
5301-INSURANCE	-156.00	61,732.00	64,318.00
5305-TREASURER &EMPLOYEE BONDS	250.00	0.00	250.00
Total 5300-INSURANCE AND BONDS	94.00	61,732.00	64,568.00
5400-ADMINISTRATIVE EXPENSE			
5401-OFFICE SUPPLIES, MATERIALS	356.13	798.10	8,521.61
Total 5400-ADMINISTRATIVE EXPENSE	356.13	798.10	8,521.61
5500-PROFESSIONAL SERVICES			
5501-LEGAL	1,000.00	1,532.00	21,241.00
5502-ACCOUNTING AND AUDIT	480.00	480.00	24,550.00
5511-WETLAND-SHORELINE STABILIZ	0.00	14,300.82	-2,598.91
Total 5500-PROFESSIONAL SERVICES	1,480.00	16,312.82	43,192.09
5600-WATER QUALITY SERVICES			
5601-STREAM GAUGING (OWRB)	0.00	0.00	12,400.00
5603-WATER QUALITY MONITORING	0.00	26,363.80	37,662.28
Total 5600-WATER QUALITY SERVICES	0.00	26,363.80	50,062.28
5800-PUMPING POWER	29,939.16	29,943.79	387,295.43
5976-INTEREST EXPENSE-DWSRF	0.00	0.00	2,060.80
6000-DEPRECIATION	33,312.23	33,312.23	365,899.44
Total Expense	121,144.93	223,618.51	1,559,185.08
Net Income	-31,587.23	-191,223.34	604,065.26

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

	Jul '20 - May 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	203,918.53		
4922- ASSESSMENT ADJUSTMENTS	-29,635.29		
4923-BANK INTEREST INCOME	112,040.59		
4925-DWSRF INTEREST INCOME	3,113.20		
4930-SECURITIES VALUE ADJUSTS	90,248.31		
Total 4920-OTHER REVENUES	379,685.34		
Total Income	2,163,250.34	1,783,565.00	379,685.34
Expense			
5000-PERSONNEL			
5000.1-EMPLOYEES' WAGES	415,398.05	410,666.66	4,731.39
5009-EMPLOYEES' RETIREMENT	43,003.12	41,708.33	1,294.79
5010-DIRECTORS' EXPENSES	0.00	4,583.33	-4,583.33
5011-PAYROLL TAXES	33,037.14	30,250.00	2,787.14
5012-TRAINING, EDUCATION&TRAVEL	2,325.72	16,041.66	-13,715.94
5013-UNIFORM & BOOTS ALLOWANCE	1,667.38	2,750.00	-1,082.62
5014-EMPLOYEE HEALTH, ETC, INS.	44,330.56	61,751.25	-17,420.69
5015-WORKMEN'S COMPENSATION	3,963.55	19,754.16	-15,790.61
5017-SERVICE & SAFETY AWARDS	4,950.59	2,704.16	2,246.43
5018-TEMPORARY HELP	1,764.00		
Total 5000-PERSONNEL	550,440.11	590,209.55	-39,769.44
5100-MAINTENANCE			
5101-PLANTS & DAM R&M, SUPPLIES	24,423.44	114,583.33	-90,159.89
5103-VEHICLE OPS, R&M	14,415.83	17,791.66	-15,375.83
5104-BUILDINGS ROADS & GROUNDS	7,000.51	18,333.33	-11,332.82
5106-EQUIPMENT R&M, RENTAL	7,495.41	15,583.33	-8,087.92
Total 5100-MAINTENANCE	53,335.19	178,291.65	-124,956.46
5200-UTILITIES			
5201-TELEPHONE,PAGING,IT SERVIC	22,046.71	17,875.00	4,171.71
5204-ELECTRICITY	8,958.72	7,791.66	1,167.06
5205-PROPANE	1,831.50	5,500.00	-3,668.50
5206-WASTE REMOVAL	973.20	733.33	239.87
Total 5200-UTILITIES	33,810.13	31,899.99	1,910.14
5300-INSURANCE AND BONDS			
5301-INSURANCE	84,318.00	41,250.00	23,068.00
5305-TREASURER &EMPLOYEE BONDS	250.00	250.00	0.00
Total 5300-INSURANCE AND BONDS	84,568.00	41,500.00	23,068.00
5400-ADMINISTRATIVE EXPENSE			
5401-OFFICE SUPPLIES, MATERIALS	8,521.61	13,750.00	-5,228.39
Total 5400-ADMINISTRATIVE EXPENSE	8,521.61	13,750.00	-5,228.39
5500-PROFESSIONAL SERVICES			
5501-LEGAL	21,241.00	55,000.00	-33,759.00
5502-ACCOUNTING AND AUDIT	24,550.00	22,504.16	2,045.84
5503-CONSULTANTS AND ENGINEERS	0.00	36,666.66	-36,666.66
5504-CONSULTANT- TECHNICAL	0.00	0.00	0.00
5507-ENGINEERING-REUSE PROJECT	0.00	0.00	0.00
5511-WETLAND-SHORELINE STABILIZ	-2,598.91		
Total 5500-PROFESSIONAL SERVICES	43,192.09	114,170.82	-70,978.73
5600-WATER QUALITY SERVICES			
5601-STREAM GAUGING (OWRB)	12,400.00	16,133.33	-3,733.33
5603-WATER QUALITY MONITORING	37,662.28	60,500.00	-22,837.72
5607-O2 TANK RENTAL-SDOX SYSTEM	0.00	67,833.33	-67,833.33
Total 5600-WATER QUALITY SERVICES	50,062.28	144,466.66	-94,404.38
5800-PUMPING POWER			
5950-ASSET PURCHASES & RESERVES	387,295.43	481,250.00	-93,954.57
5976-INTEREST EXPENSE-DWSRF	0.00	39,416.66	-39,416.66
6000-DEPRECIATION	365,899.44		
Total Expense	1,559,185.08	1,634,955.33	-75,770.25
Net Income	604,065.26	148,609.67	455,455.59



# COMCD

Account Number: [REDACTED]  
Activity Statement

Values as of May 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 04/30/2021  
**\$4,316,218.<sup>86</sup>**

Value on May 31, 2021  
**\$4,323,478.<sup>53</sup>**

## Account Summary

	Quarter to Date 04/01 - 05/31/2021	Year to Date 01/01 - 05/31/2021
<b>Starting Value</b>	<b>\$4,275,641.85</b>	<b>\$4,317,124.97</b>
Total Change in Value of Assets	\$47,836.68	\$6,353.56
Inflows	—	—
Outflows	(\$20,140.00)	(\$30,144.50)
Dividends	\$630.86	\$2,548.46
Interest	\$20,142.82	\$42,789.87
Capital Gains	—	—
Other Distributions	—	—
Market Fluctuations <sup>1</sup>	\$47,203.00	(\$8,840.27)
<b>Total Ending Value (May 31, 2021)</b>	<b>\$4,323,478.53</b>	<b>\$4,323,478.53</b>

## Account Holdings As of May 31, 2021

### Cash and Cash Equivalents

Description	Interest / Dividend Paid in May	Interest / Dividend Rate <sup>3</sup>	Current Balance
Insured Cash Account <sup>4</sup> Tristate Capital Bank			\$246,501.97

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.



Account Holdings As of May 31, 2021 *Continued*Cash and Cash Equivalents *Continued*

Description	Interest / Dividend Paid in May	Interest / Dividend Rate <sup>3</sup>	Current Balance
HSBC Bank USA NA			\$56,958.64
JPMorgan Chase Bank NA			\$11,346.54
Total Insured Cash Account	\$2.57	0.010%	\$314,807.15
<b>Total Cash and Cash Equivalents</b>			<b>\$314,807.15</b>

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

Security ID / Description	Quantity Price (\$)	Market Value (\$)	Cost Basis (\$) Purchase Cost (\$) <sup>5</sup>	Unrealized Gain / Loss (\$)	Estimated Annual Income (\$) <sup>a</sup> Est 30-Day Yield <sup>a</sup>
<b>ABALX</b> AMERICAN BALANCED CL A <sup>R</sup>	11,477.539 \$32.73	375,659.85	360,788.54 350,005.00	14,871.31	4,589 1.22%
<b>EALDX</b> EATON VANCE SHORT DURATION GOVT INCOME CL A <sup>R</sup>	30,999.046 \$8.09	250,782.28	251,409.38 250,005.00	(627.10)	4,166 1.66%
<b>Total of ETPs, Mutual Funds, Exchange-Traded Closed-End Funds and Interval Funds</b>		<b>626,442.13</b>	<b>612,197.92 600,010.00</b>	<b>14,244.21</b>	<b>8,755</b>

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

## Corporate Bonds

Security ID / Description	Quantity Price (\$)	Market Value (\$)	Cost Basis (\$)	Unrealized Gain / Loss (\$) Accrued Int (\$)	Estimated Annual Income (\$) <sup>a</sup> Est 30-Day Yield <sup>a</sup>
<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: A2 S&P RATING: A+	312,000 \$107.5979	335,705.44	314,747.17	20,958.27 1,943.07	9,204 2.74%
<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 \$98.2427	43,226.78	44,879.24	(1,652.46) 363.00	1,452 3.36%
<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 \$101.0695	151,604.25	150,899.95	704.30 1,556.25	3,375 2.23%

Corporate Bonds continued on next page...

<sup>5</sup> Purchase Cost equals Cost Basis of Equities and Mutual Funds less any reinvested dividends and interest.  
<sup>a</sup> Refer to the statement message titled ESTIMATED ANNUAL INCOME (EAI) AND ESTIMATED YIELD (EY) for information on how this figure is calculated.

Account Holdings As of May 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>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 \$111.148	166,722.00	162,592.74	4,129.26 702.65	5,382 3.23%
<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 \$109.2102	273,025.50	246,119.20	26,906.30 4,085.42	9,250 3.39%
<b>20826FAA4</b> CONOCOPHILLIPS CO GTD NOTE CPN 2.400% DUE 12/15/22 DTD 12/07/12 FC 06/15/13 CALL 09/15/22 @ 100.000 MOODYS RATING: A3 S&P RATING: A-	175,000 \$102.6233	179,590.77	172,680.20	6,910.57 1,936.67	4,200 2.34%
<b>36966TDN9</b> GENL ELECTRIC CAP CORP INTERNOTES SURVIVOR OPTION CPN 4.300% DUE 11/15/25 DTD 11/03/11 FC 05/15/12 MOODYS RATING: BAA1 S&P RATING: BBB+	300,000 \$110.1059	330,317.70	300,000.00	30,317.70 573.33	12,900 3.91%
<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 \$97.4743	156,933.62	161,051.46	(4,117.84) 214.67	4,830 3.08%
<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 \$103.3641	206,728.20	200,443.35	6,284.85 2,166.67	6,500 3.14%
<b>594918BB9</b> MICROSOFT CORP NOTE CPN 2.700% DUE 02/12/25 DTD 02/12/15 FC 08/12/15 CALL 11/12/24 @ 100.000 MOODYS RATING: AAA S&P RATING: AAA	76,000 \$107.3037	81,550.81	75,332.36	6,218.45 621.30	2,052 2.52%
<b>594918BC7</b> MICROSOFT CORP NOTE CPN 3.500% DUE 02/12/35 DTD 02/12/15 FC 08/12/15 CALL 08/12/34 @ 100.000 MOODYS RATING: AAA S&P RATING: AAA	165,000 \$113.1179	186,644.53	171,236.34	15,408.19 1,748.54	5,775 3.09%
<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 \$102.75	256,875.00	256,241.77	633.23 2,111.11	10,000 3.89%

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 May 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>682680AQ6</b> ONEOK INC NEW NOTE CPN 4.250% DUE 02/01/22 DTD 01/26/12 FC 08/01/12 CALL 11/01/21 @ 100.000 MOODYS RATING: BAA3 S&P RATING: BBB	95,000 \$101.5275	96,451.12	91,265.00	5,186.12 1,345.83	4,037 4.19%
<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 \$109.0361	143,927.65	133,091.22	10,836.43 199.47	4,488 3.12%
<b>718549AB4</b> PHILLIPS 66 PRTRNS 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 \$107.7998	115,345.78	106,937.86	8,407.92 1,135.78	3,857 3.34%
<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 \$102.2354	255,588.50	249,554.20	6,034.30 2,881.94	6,250 2.45%
<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 \$107.1944	160,791.60	150,647.36	10,144.24 200.00	4,500 2.80%
<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 \$100.50	241,200.00	240,110.92	1,089.08 3,205.67	7,080 2.94%
<b>Total of Corporate Bonds</b>		<b>3,382,229.25</b>	<b>3,227,830.34</b>	<b>154,398.91 26,991.37</b>	<b>105,132</b>

## Total Account Holdings

Market Value (\$)	Cost Basis (\$) Purchase Cost (\$) <sup>b</sup>	Unrealized Gain / Loss (\$)	Estimated Annual Income (\$) <sup>a</sup>
<b>4,323,478.53</b>	<b>4,154,835.41 914,817.15</b>	<b>168,643.12</b>	<b>113,887</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 05/01 - 05/31/2021	Year to Date 01/01 - 05/31/2021
Securities Purchased	—	—
Securities Sold	—	\$285,000.00
Cash Inflows	—	—
Cash Outflows	(\$17,046.50)	(\$30,144.50)
Dividends	\$310.46	\$2,548.46
Interest	\$11,349.07	\$42,789.87
Capital Gains	—	—
Other Distributions	—	—
Reinvestments	(\$310.46)	(\$2,548.46)

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

Date	Transaction Type	Description/Security ID	Price(\$) Quantity	Amount
05/03/2021	Cash Dividend	EATON VANCE SHORT DURATION GOVT INCOME CL A 043021 30,960.81200 EALDX AS OF 04/30/21	—	\$310.46
05/03/2021	Dividend Reinvest	EATON VANCE SHORT DURATION GOVT INCOME CL A REINVEST AT 8.120 EALDX	38.234	(\$310.46)
05/03/2021	Sweep (Deposit) <sup>7</sup>	INSURED CASH ACCOUNT	—	\$290,700.00
05/17/2021	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 051521 161,000 38143C6D8 AS OF 05/15/21	—	\$402.50
05/17/2021	Interest	GENL ELECTRIC CAP CORP INTERNOTES SURVIVOR OPTION CPN 4.300% DUE 11/15/25 DTD 11/03/11 FC 05/15/12 051521 300,000 36966TDN9 AS OF 05/15/21	—	\$6,450.00
05/17/2021	Interest	PFIZER INC SR NOTE CPN 3.400% DUE 05/15/24 DTD 05/15/14 FC 11/15/14 051521 132,000 717081DM2 AS OF 05/15/21	—	\$2,244.00
05/17/2021	Interest	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 051521 150,000 844741BC1 AS OF 05/15/21	—	\$2,250.00
05/18/2021	Sweep (Deposit) <sup>7</sup>	INSURED CASH ACCOUNT	—	\$11,346.50

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

Date	Transaction Type	Description/Security ID	Price(\$) Quantity	Amount
05/28/2021	Interest	INSURED CASH ACCOUNT 052821 314,807	—	\$2.57
05/28/2021	Sweep (Interest Deposit) <sup>7</sup>	INSURED CASH ACCOUNT	—	\$2.57
05/28/2021	Sweep (Withdrawal) <sup>7</sup>	INSURED CASH ACCOUNT	—	(\$17,046.50)
05/28/2021	ACH Funds	INCOME DISTRIBUTION TRACE # 021000010001851	—	(\$17,046.50)

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

## Messages From LPL Financial

### PAPERLESS STATEMENTS

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

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

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

### NON-TRANSFERABLE SECURITIES THAT ARE WORTHLESS

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

### SETTLEMENT FEE

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

### POLICY FOR BENEFICIARY ACCOUNTS

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

### ICA INFORMATION

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

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

### LPL RELATIONSHIP SUMMARY AVAILABLE ONLINE

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

### NOTICE OF UPDATE TO LPL BCCD

We recently modified LPL Financial's Brokerage Compensation and Conflicts Disclosure to inform you that certain of our financial professionals receive a higher payout rate on advisory and insurance business than they do on brokerage business, which can incentive them to recommend advisory or insurance products or services. To view the complete updated disclosure, please visit the Disclosures page on [lpl.com](http://lpl.com) and click on "Account Disclosures, Agreements, Fee Schedules & Conflicts of Interest."

## Messages From LPL Financial *(continued)*

### NOTICE OF UPDATE TO LPL RELATIONSHIP SUMMARY

We recently modified LPL Financial's Relationship Summary, effective April 30, 2021, to be clearer about the legal and disciplinary history of LPL and its financial professionals. The revised language states: "Do you or your financial professionals have legal or disciplinary history? Yes. Visit [Investor.gov/CRS](https://investor.gov/crs) for a free and simple search tool to research LPL and our Professionals." Prior to this change and a change made on September 9, 2020, the language had stated, "Do your financial professionals have legal or disciplinary history? Yes, some of them do. You can access the legal and disciplinary histories of LPL and our Professionals using a free and simple search tool at [Investor.gov/CRS](https://investor.gov/crs)." To view the updated Relationship Summary, visit [lpl.com/crs](https://lpl.com/crs).

## 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 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 GNMAs transactions) may vary according to the rate at which the underlying assets or receivables are repaid. Information about yield factors is available from your financial professional on request.

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

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

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

**DISCREPANCIES** Please notify your financial professional and LPL Financial immediately of any discrepancies on your statement. If your financial professional is affiliated with another broker/dealer, you must notify them as well. Please contact your financial professional for the broker/dealer's contact information. Your financial professional's address and telephone number can be found on the bottom of each page of this statement. LPL Financial's telephone number is (800) 558-7567 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 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

SLPLNON - 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 May 2021 are approved.

APPROVED by a majority of Board members present on this 15th day of July, 2021.

Item D.5.

**OKLAHOMA MUNICIPAL RETIREMENT FUND  
MASTER DEFINED BENEFIT PLAN  
JOINDER AGREEMENT**

**Central Oklahoma Master Conservancy District** [a municipality chartered, incorporated or formed under the laws of Oklahoma], a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Norman, Oklahoma, hereby establishes a Defined Benefit Plan to be known as Central Oklahoma Master Conservancy District Plan (the "Plan") in the form of The Oklahoma Municipal Retirement Fund Master Defined Benefit Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

**1. Dates.**

- ☐ This instrument is a new Plan effective \_\_\_\_ [such date may not be earlier than the first day of the Plan Year in which it is executed].
- ☒ This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally July 1, 1982. The effective date of this Joinder Agreement is July 15, 2021 [such date may not be earlier than the first day of the Plan Year beginning in 2008, or the first day of the initial Plan Year, if later], except as otherwise stated in the Plan and the Joinder Agreement.

**2. Employee.**

The word "Employee" shall mean:

- ☒ Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- ☐ Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- ☒ Any person who, on or after the Effective Date, is an employee of the Employer and holds the position of:
- ☒ **City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.**
- ☐ Assistant City Manager
- ☐ Chief of Police
- ☐ Fire Chief
- ☐ Department Head or Department Manager
- ☐ Finance Director or Chief Financial Officer
- ☐ General Counsel or Municipal Attorney
- ☐ Municipal Judge
- ☐ \_ (specify position) [do not specify the name of the individual or a finite group unless the Plan otherwise provides continuing eligibility to a specified position or group]

The word "Employee" shall **not** include:

- ☒ Any person who is currently accruing benefits under any other state or local retirement system.
- ☐ Any person in the following position and who is covered under another retirement program of system approved by the City:
  - ☐ City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
  - ☐ Assistant City Manager
  - ☐ Chief of Police
  - ☐ Fire Chief
  - ☐ Department Head or Department Manager
  - ☐ Finance Director or Chief Financial Officer
  - ☐ General Counsel or Municipal Attorney
  - ☐ Municipal Judge
  - ☐ (specify position) [do not specify the name of the individual or a finite group unless the Plan otherwise provides continuing eligibility to a specified position or group]
- ☐ Any person who is \_.

**3. Eligibility.**

Eligible Employees shall commence participation in the Plan: (Select only one)

- ☐ month(s) (any number of months up to twelve consecutive) after the Employee's Employment Commencement Date or the date the individual meets the definition of Employee in Section 2 hereof, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
- ☒ On the Employee's Employment Commencement Date.

**4. Definition of Compensation.**

Compensation shall exclude the item(s) listed below:

- ☐ No exclusions.
- ☐ Overtime pay.
- ☐ Bonuses.
- ☐ Commissions.
- ☐ Longevity pay.
- ☒ Severance pay.
- ☒ Accrued vacation or sick leave paid upon termination of employment and moving expenses.
- ☐ Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- ☐ Other: [must be definitely determinable]

**5. Average Monthly Compensation.**

The considered period for purposes of the definition of "Average Monthly Compensation" in Section 2.1 of the Plan is:

- ☒ sixty (60) consecutive months.
- ☐ thirty-six (36) consecutive months.

**6. The Employer hereby elects the following Plan design:**

- ☒ **Mandatory Contribution Option.** A Participant shall be required to contribute to the Plan for each Plan Year the percentage of his Compensation ("Mandatory Contributions") required by the Plan in Section 8 of this Joinder Agreement. Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

If the Participant's Mandatory Contributions pursuant to the preceding paragraph are to be taxed deferred:

- ☒ **Pick Up Option.** The Employer hereby elects to have the provisions of Section 3.4 of the Plan apply. The Employer shall pick up and pay the percentage of each Participant's Compensation required to be contributed as of July 1, 1999 [insert date] in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.



☐ Non-Contributory Option. Participants shall not be required nor permitted to contribute to the Plan.

7. **A. Payment Options.** The Employer hereby elects the following minimum number of payments for employees eligible to receive benefits under Article IV of the Plan:

☒ Sixty (60) monthly payments.

☐ One hundred and twenty (120) monthly payments.

**B. Plan Options.** The Employer hereby elects the following plan designation and percentage used in calculating benefits under Section 5.1 of the Plan.

☒ Plan AAA – 3.00% with no maximum Years of Service

☐ Plan AAA – 3.00% recognizing a maximum of 22 Years of Service

☐ Plan AA 2.625%

☐ Plan BB 2.25%

☐ Plan CC 1.875%

☐ Plan A 1.50%

☐ Plan B 1.125%

☐ Plan C .75%

**C. Normal Retirement Age.** Normal retirement age shall be:

☐ Age 65

☐ The earlier of (i) and (ii) as follows:

(i) age 65

(ii) the later of age 62 and the age at which the Participant has completed 30 Years of Service.

**Examples:** An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 62.

An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments at age 65.

☒ Modified Rule of 80:

The earlier of (i) and (ii) as follows:

(i) age 65

(ii) the later of age 55 and the age at which the sum of the Participant's age in completed years and the participant's number of completed Years of Service total 80 or greater. To be eligible, the Participant's age plus Years of Service must be at least 80 prior to termination of employment (or, after termination of employment in the case of a Participant who transfers to another Municipality in accordance with Section 8.1(b) of the Plan)

**Examples:** 1. An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments immediately. Age 55 plus 25 years equals 80.

2. An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 55. The employee has age plus Years of Service points at age 50 but the minimum age for payment is 55.

3. An employee hired at age 25 who worked for 25 years and terminated at age 50 would be entitled to unreduced payments at age 65. Age 50 plus 25 years is less than 80, so the Normal Retirement Age is 65.

**D. Vesting Options.** The Employer hereby elects the following vesting option to determine an Employee's eligibility to receive retirement benefits.

☐ Ten Year Cliff Vesting Schedule

☒ **Seven Year Cliff Vesting Schedule**

☐ Five Year Cliff Vesting Schedule

**E. Service Credit Prior to Effective Date.** The Employer hereby elects to include the following limitation of service prior to the effective date.

- ☒ No limitation
  - ☒ For all purposes under the Plan
  - ☐ With respect to Service for purposes of vesting and attainment of Normal Retirement Age
- ☐ Service credit prior to the effective date shall not exceed \_\_\_\_\_ years
  - ☐ For all purposes under the Plan
  - ☐ With respect to Service for purposes of benefit accruals.

**F. Service Buyback.** The Employer hereby elects

- ☐ No service buyback pursuant to Section 10.11 of the Plan
- ☒ The service buyback provisions of Section 10.11 of the Plan.

**G. Service for Worker's Compensation Period.** If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

- ☒ shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits, but no Employee contributions shall be made with respect to the Participant for such period.
- ☐ shall not be credited with Service for such period.

**H. Additional Service Credit.** Notwithstanding anything to the contrary herein or in the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan, "service" as defined in Section 2.1(kk) of the Plan shall include the following: (7) Uniformed Service. Effective May 1, 2005 and subject to receipt from the Internal Revenue Service of a favorable determination letter that covers the Plan, service for benefit purposes (and not for vesting purposes) shall include the last continuous period of service in the uniformed services, provided that: (i) the Participant must make a written application to the Committee requesting such credit and providing written proof of such service; (ii) the amount of service that will be credited under this Subsection (7) shall not exceed two years; and (iii) such service in the uniformed services has not already been included in another retirement plan of a Municipality that participates in the Oklahoma Municipal Retirement Fund. Partial years of service shall not be credited under this Subsection (7). For purposes of this Subsection (7), "service in the uniformed services" shall mean full time active duty in the United States Army, Navy, Air Force, Marines or Coast Guard. Provided, however, notwithstanding anything to the contrary herein, service under this provision shall only be included for purposes of this Plan and not for purposes of any other retirement plan of a Municipality that participates in the Oklahoma Municipal Retirement Fund.

## **8. Contributions by Participants.**

If Participants are required to contribute to the cost of providing benefits under this Plan, such contributions shall be based on the plan designation selected in Section 7B above and shall apply to pay periods commencing on and after **July 1, 2000**.

- a. ☒ The Participant contribution formula in Section 3.3 of the Plan shall use the following percentage for the Plan Option selected in Section 7B of this Joinder Agreement:  
Plan AAA – 6.00%   Plan AA - 5.25%   Plan BB - 4.50%   Plan CC - 3.75%  
Plan A – 3.00%   Plan B - 2.25%   Plan C - 1.50%
- b. ☐ The contribution formula shall be % [insert number between 0 and twelve] of compensation.
- c. ☐ The contribution as annually determined each year shall be shared by the Participant and Employer as follows: Employee portion % Employer portion %

(Participant plus Employer percentages must total 100%.)

The contribution will be actuarially determined based on Plan assets and liabilities as of January 1 of each year as a percent of payroll, which will then be shared between the Employer and Participant as noted above. These contribution rates will be in effect from July 1 of that year until June 30 of the subsequent year.

**9. Cost-of-Living Option.**

For purposes of adjusting retiree and beneficiary pensions, the Employer hereby elects the following:

☐ No Cost-of-Living Option.

☒ Cost-of-Living Option. This election applies to Sections 5.1 (Normal Pension), 5.2 (Early Pension), 5.3 (Disability Pension), 5.4 (Deferred Vested Pension), 6.2 (Death Prior to Commencement of Pension), 6.3(a) and 6.3(b) (Death After Commencement of Pension), and 6.4 (Spouse's Pension) and provides annual benefit increases of the smaller of three percent (3%) or the percentage change in the Consumer Price Index.

The effective date of the Cost-Of-Living Option shall be July 1, 1989, the original date that the Employer elected the Cost-Of-Living Option.

**10. Retiree Plan Improvement Option.**

Benefits payable to or on behalf of a former Employee under Article V, Article VI, or Article VII of the Plan, which are due or in the course of payment on or after the Effective Date of this Joinder Agreement, shall

☐ be increased according to the Plan Option elected herein. Such increased benefits shall be reflected in any periodic payments due or paid on or after the Effective Date of the Joinder Agreement. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.

☐ be increased by % effective . Such increased benefits shall be reflected in any periodic payments due or paid after such date. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.

☒ not be increased unless such former Employee is subject to Section 10.9 or 10.10 of the Plan, but shall continue to be paid under the terms of the Previous Plan.

**11. Limitations on Optional Benefit Forms.**

Section 7.2 of the Plan provides for a lump sum payment form, an installment payment form that would be payable over a fixed number of years (at which time all payments would cease), or the purchase of an insured annuity. The Employer hereby elects the following:

☒ Optional benefit forms under Section 7.2 of the Plan will not be permitted.

☐ Optional benefit forms under Section 7.2 of the Plan will be permitted, subject to Retirement Committee approval for any such elections by a Participant, subject to the following limitation(s):  
(The above election has no effect on the joint and survivor optional benefit forms under Section 7.1).

**12. Defined Contribution Option.**

☒ Not applicable.

☐ Participant shall be entitled to the benefit under this option, in addition to the benefit determined according to Section 7B.

An account shall be created for each active Participant as of the effective date of the option. The beginning balance of the account shall be the Participant's Contribution Accumulation. The account shall be credited with:

- (1) Mandatory Contributions made by the Participant after the effective date of the option; and
- (2) Investment earnings at same rate as earned by the Oklahoma Municipal Retirement Fund (OMRF) Defined Benefit Fund.

As soon as administratively possible after termination of employment or death, the administrator shall pay the Participant or Beneficiary if applicable, the account balance as requested. The Participant may elect to receive the benefit in any of the Benefit options permitted under the plan. The benefit shall be the Actuarial Equivalent of the account balance at the time the benefit commences.

This option shall be effective [include the earlier of the date this Option was originally adopted in a Joinder Agreement or the date of adoption in the current Plan Year].

**13. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.**

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IN WITNESS WHEREOF the Central Oklahoma Master Conservancy District has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Central Oklahoma Master Conservancy District

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

Attest:

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

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

(SEAL)

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The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

OKLAHOMA MUNICIPAL RETIREMENT FUND

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

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

Attest:

\_\_\_\_\_  
Secretary

(SEAL)

**Required Disclosures.** This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2011-49, the Volume Submitter Practitioner who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Volume Submitter Practitioner will inform adopting employers of any such amendments or of the discontinuance or abandonment of the volume submitter plan document. The name, address and telephone number of the Volume Submitter Practitioner are: McAfee & Taft A Professional Corporation, 10<sup>th</sup> Floor, Two Leadership Square, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the volume submitter plan may be directed to the Volume Submitter Practitioner.

**A RESOLUTION OF THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT**

**AN RESOLUTION AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN FOR CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT; PERTAINING TO THE DEFINITION OF EMPLOYEE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR REPEALER AND SEVERABILITY.**

**BE IT RESOLVED BY BOARD OF DIRECTORS OF THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT.**

Section 1. The Employee Retirement System, Defined Benefit Plan, of the Central Oklahoma Master Conservancy District, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on **July 15, 2021**.

Section 2. The Secretary and President be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this resolution, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this resolution.

Section 4. Any resolution inconsistent with the terms and provisions of this resolution is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this resolution shall be cumulative of other resolutions regulating and governing the subject matter covered by this resolution.

\*\*\*END\*\*\*

The foregoing resolution was introduced before the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and was duly adopted and approved by the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, after compliance with notice requirements of the Open Meeting Law (25 OSA, Section 301, et seq.).

**Central Oklahoma Master Conservancy District**

ATTEST:

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

Approved as to form and legality on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
ATTORNEY

Item D.6

### Proposed Temporary Water Surcharge Calculation

FY 2022 Plant and Dam Assessment (All Cities)	\$127,500.00
Plant and Dam Assessment Cost/1000 gal Allocated	\$0.018
Cost/ac-ft	\$5.90
Cost as a percentage of BOR fee (Year 1 = \$22.95/ac-ft)	25.7%

### **Historical Tempopary Water Use**

Year	Acre-Ft	Cost	Surcharge Cost (had it existed)
2017	1742	\$38,184.64	\$0.00
2018	1168	\$25,757.25	\$0.00
2019	1314	\$29,394.18	\$7,348.50
2020	1600	\$36,160.00	\$9,040.00
2021 (to date)	2360	TBD	TBD
Total	8184	\$129,496.07	\$16,388.50



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 15<sup>th</sup> day of July, 2021.

CITY OF NORMAN

Attest:

\_\_\_\_\_

\_\_\_\_\_

NORMAN UTILITIES AUTHORITY

Attest:

\_\_\_\_\_

\_\_\_\_\_

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

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

RESOLUTION  
OF  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT REGARDING  
CONTRACT WITH CITY OF NORMAN, OKLAHOMA AND THE 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, Oklahoma and the Norman Utilities Authority for Temporary Water Supply.

IT IS HEREBY RESOLVED that the Agreement between the City of Norman, Oklahoma and the 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 15<sup>th</sup> day of July, 2021.

---

Amanda Nairn, President

Item D.7

CONTRACT  
by and among the  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
the  
CITY OF MIDWEST CITY, OKLAHOMA  
and the  
MIDWEST CITY MUNICIPAL AUTHORITY  
FOR A CITY OF MIDWEST CITY  
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 Midwest City and Midwest City Municipal Authority ("Midwest City") for a City of Midwest City Temporary Water Supply.

2. The District agrees to deliver a supply of Temporary Water to Midwest City in consideration of the City's and Municipal Authority's execution of and compliance with the terms of this Contract. The obligation of the District to supply Temporary Water to Midwest City 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. Midwest City 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. Midwest City 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 Midwest City with a copy of the permit promptly upon its receipt.

#### **DELIVERY OF TEMPORARY WATER**

7. Midwest City is not required to take any Temporary Water unless and until Midwest City requests the District to supply it with Temporary Water. Temporary Water shall only be considered to be available whenever Midwest City requests the District to deliver Temporary Water to Midwest City 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. Midwest City 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 Midwest City requests the District to supply Midwest City with Temporary Water in accordance with the provisions of this Contract, the District will deliver the water requested by Midwest City to the extent such Temporary Water is available. The delivery point shall be as provided in the 1961 Contract for a City of Midwest City 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 Midwest City's water supply allocation of 40.4 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 Midwest City. Therefore, by December 1 following the Water Year in which the District delivers Temporary Water to Midwest City, the District will invoice Midwest City for payment for such water as described in paragraph 12 of this Contract.

11. Midwest City 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 Midwest City 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 Midwest City for fees and costs incurred by the District in arranging for and delivering the supply of water under this temporary water supply contract. Midwest City 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 Midwest City.

#### NOTICES

13. Notices to the District and the City of Midwest City and the Midwest City Municipal 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 Midwest City and the Midwest City Municipal Authority

\_\_\_\_\_  
100 N Midwest Boulevard  
Midwest City, OK 73110

or by e-mail to \_\_\_\_\_

AGREED this 15th day of July, 2021.

CITY OF MIDWEST CITY

Attest:

\_\_\_\_\_  
MIDWEST CITY MUNICIPAL AUTHORITY

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

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



RESOLUTION  
OF

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT REGARDING  
CONTRACT WITH CITY OF MIDWEST CITY, OKLAHOMA AND THE MIDWEST CITY  
MUNICIPAL 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 Midwest City, Oklahoma and the Midwest City Municipal Authority for Temporary Water Supply.

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

APPROVED by a majority of Board members present on 15<sup>th</sup> day of July, 2021.

---

Amanda Nairn, President

Item D.8

CONTRACT  
by and among the  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
the  
CITY OF DEL CITY, OKLAHOMA  
and the  
DEL CITY MUNICIPAL SERVICES AUTHORITY  
FOR A CITY OF DEL CITY  
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 Del City and Del City Municipal Services Authority ("Del City") for a City of Del City Temporary Water Supply.

2. The District agrees to deliver a supply of Temporary Water to Del City in consideration of the City's and Municipal Authority's execution of and compliance with the terms of this Contract. The obligation of the District to supply Temporary Water to Del City 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. Del City 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. Del City 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 Del City with a copy of the permit promptly upon its receipt.

#### DELIVERY OF TEMPORARY WATER

7. Del City is not required to take any Temporary Water unless and until Del City requests the District to supply it with Temporary Water. Temporary Water shall only be considered to be available whenever Del City requests the District to deliver Temporary Water to Del City 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. Del City 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 Del City requests the District to supply Del City with Temporary Water in accordance with the provisions of this Contract, the District will deliver the water requested by Del City to the extent such Temporary Water is available. The delivery point shall be as provided in the 1961 Contract for a City of Del City 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 Del City's water supply allocation of 15.8 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 Del City. Therefore, by December 1 following the Water Year in which the District delivers Temporary Water to Del City, the District will invoice Del City for payment for such water as described in paragraph 12 of this Contract.

11. Del City 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 Del City 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 Del City for fees and costs incurred by the District in arranging for and delivering the supply of water under this temporary water supply contract. Del City 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 Del City.

#### NOTICES

13. Notices to the District and the City of Del City and the Del City Municipal Services 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 Del City and the Del City Municipal Services Authority

\_\_\_\_\_  
3701 SE 15th Street

Del City, Oklahoma 73115

or by e-mail to \_\_\_\_\_

AGREED this 15th day of July, 2021.

CITY OF DEL CITY

Attest:

\_\_\_\_\_

\_\_\_\_\_

DEL CITY MUNICIPAL SERVICES AUTHORITY

Attest:

\_\_\_\_\_

\_\_\_\_\_

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

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

RESOLUTION  
OF

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT REGARDING  
CONTRACT WITH CITY OF DEL CITY, OKLAHOMA AND THE DEL CITY MUNICIPAL  
SERVICES 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 Del City, Oklahoma and the Del City Municipal Services Authority for Temporary Water Supply.

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

APPROVED by a majority of Board members present on 15<sup>th</sup> day of July, 2021.

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Amanda Nairn, President

Item E.9.

## LEGAL COUNSEL REPORT

July 15, 2021

June 3 Prepare and file Motion to Confirm Transfer of Surplus Property to Tourism Department and file same with Cleveland County District Court

June 3 Attend monthly board meeting at District offices at Lake Thunderbird

June 7 Review amended schedule of regular meetings of Board

June 9 File stamped copy of Order Confirming Transfer of Surplus Property and deliver copy to Kelley Metcalf at District offices

July 6 Finalize draft of temporary water contract for Del City and dispatch same to Beverly Palmer

July 7 Review draft resolutions prepared by Kelley Metcalf

July 9 Prepare and dispatch copy of Legal Counsel report to Kelley Metcalf



Item E.10.

## Manager's Report – July 2021

- Employee evaluations completed.
- Plant Emergency Generator Project
- Generators are in place schedule and installation expected to be complete by July 16
  - Old generator will be removed
  - Caterpillar will be on-site to begin testing
- Variable Frequency Drives tested
  - Used to regulate the frequency/power to our pump motors
  - We had several spare ones on-hand; uncertain as to which ones were good and which were not
  - Load tested and determined the good ones
  - We now have spare VFDs for each of our motor sizes (4 sizes total)
- Office Efficiency Efforts
  - Electronic Check reader was purchased and installed to ease deposits and fewer trips into town
  - City of Norman will now pay invoices via electronic transfer
  - Setting up online payments for several recurring expenses
  - Investigating opportunities to share files and documents with our bookkeeper electronically
  - Checking into monthly power & assessment invoicing
- Security efforts
  - Repaired outside lighting around the office
  - Continuing installation of interior security cameras (office, plant, control room, shop)
- Purchased a 350 Diesel Tank Trailer
  - Spoke with DOT and Highway Patrol; if the tank capacity is 499 gallons or less, no "H" endorsement is required on license
  - Placarding is required and has been installed
- Scheduled a diagnostics exercise with Southwest Electric to resolve a tripping breaker and to set all parameters for efficiency and safety at the intake facility.
- Work on emergency spillway repairs has been completed
  - Removed vegetation on both sides
  - Placed mat material down and two layers of aggregate
  - Will prevent growth and encroachment adjacent to spillway walls
  - O&M recommendation from BOR
- Purchased a portable fuel transport tank for field service truck to refill tractors during mowing season
  - Keeps us from having to drive the tractors in every day; will leave on location
- Held staff meeting to discuss mowing and maintenance schedules during the summer.
  - Also discussed safety during extreme heats. (water, breaks, check-ins, etc...)
- July began new payroll schedule

- Switched to semi-monthly, paying on the 1<sup>st</sup> and 15<sup>th</sup> of every month
- All of OU's equipment from the wetland project was removed from district property
  - All wetland units removed and brought to staging area near office
  - Ultimate disposition to be determined
- 4-seat Polaris was repaired and picked up from mechanic
- Relift Work
  - Replaced breakers at relift that were damaged during winter storms
  - Also installed an A/C on the PLC cabinet to prevent any overheating during the summer heat
- Replaced board room chairs; carpet likely next in the near future
- Attended Oklahoma Association of Reclamation Projects lunch meeting on July 2<sup>nd</sup>
  - Planning trip to visit Billings, MT BOR office and OARP Planning Retreat in September
- Participated in Oklahoma Comprehensive Water Plan workgroup providing input to the scope of work for the next Plan
- Hosted Lake Thunderbird Watershed Alliance on June 28<sup>th</sup>
- Working with the OWRB on hosting a group at the District for the North American Lake Managers Society (NALMS) conference in November
  - Being held in OKC