

**CENTRAL OKLAHOMA MASTER
CONSERVANCY DISTRICT**
AMENDED AGENDA FOR REGULAR MEETING
Thursday, July 11, 2024
6:30 P.M.

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



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, but videoconference and teleconference connections and quality of connections are outside the control of the District and cannot be assured. Although this accommodation is provided, members of the public including presenters are welcome to attend the meeting in-person.

Microsoft Teams meeting information:
Join on your computer, mobile app, or room device
Meeting ID: 295 641 936 90
Passcode: vbL8Xt

Dial in by phone
+1 312-763-9891
Phone conference ID: 381 222 096#

Board meeting packet can be found on website: <https://comcd.net>. This amended agenda was posted in the notice enclosure outside the COMCD office gate at 6:30 PM on July 9, 2024.

A. Call to order and roll call

B. Statement of compliance with Open Meeting Act

C. Administrative

1. Public comment

This is an opportunity for the public to address the COMCD board. Due to Open Meeting Act regulations, board members are not able to participate in discussion during this comment period. Comments will be accepted from those persons attending in-person and through the virtual meeting option. You are required to sign up in advance of the meeting in order to be eligible to make a comment. You may sign up by calling the COMCD office at 405-329-5228 during regular business hours (8:00 AM – 4:30 PM) or by contacting the office via email at admin@comcd.net. Public comment sign-up will end at 12:00 PM (noon) CDT on Thursday, July 11, 2024. Any request received after that will not be eligible. When signing up, you must provide your name, city of residence and topic about which you wish to speak. Each

commenter will be limited to three minutes and the entire comment period will not exceed one hour. Eligible commenters will be called to address the board in the order in which their request was received. Given the one-hour time limit, not all commenters are guaranteed the opportunity to speak. Written comments will also be accepted and kept as a matter of record for the meeting. If all commenters have addressed the board prior to the one-hour time limit, the public comment agenda item will be closed, and the balance of the time yielded back to the remainder of the agenda. The President reserves discretion during the meeting to make an adjustment to the public comment schedule.

2. Recognition of Ms. Jann Knotts for her service to the District
3. Easement for new pipeline alignment across Tinker Air Force Base
4. Draft contract between the City of Del City, the City of Norman and the Central Oklahoma Master Conservancy District for the sale of water by Del City to Norman
5. Report- April & May 2024 financials

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 present at a regular or special meeting. The following items may be discussed, considered, and approved, disapproved, amended, tabled or other action taken:

6. Minutes of the regular board meeting held on Thursday, May 2, 2024, and corresponding Resolution
7. Temporary Interim appointment of Dave Ballew as Secretary-Treasurer with required performance bond, and corresponding Resolution
8. Memorandum Agreement with Oklahoma Water Resources Board (OWRB) and United States Geological Survey (USGS) for stream gaging Fiscal Year ending June 30, 2025, and corresponding Resolution
9. Letter of Engagement of Finley & Cook, PLLC to perform FY 23-24 financial audit, and corresponding Resolution

E. Discussion

10. Legal Counsel's Report
11. General Manager's Report
12. President's Report
13. New business (any matter not known prior to the meeting, and which could not have been reasonably foreseen prior to the posting of the Agenda)

F. Adjourn

Item C.3.

DEPARTMENT OF THE AIR FORCE
GRANT OF EASEMENT
FOR
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ON
TINKER AIR FORCE BASE, OKLAHOMA

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DEPARTMENT OF THE AIR FORCE

GRANT OF EASEMENT

PREAMBLE

THE DEPARTMENT OF THE AIR FORCE, acting by and through the Secretary of the Air Force (the "Grantor"), under and pursuant to the authority granted in 10 U.S.C. § 2668, having determined that no more land than needed for the Easement is included herein, and the granting of this Easement is not against the public interest, does hereby grant and convey to **THE BUREAU OF RECLAMATION** and its assigns, acting by and through the Secretary of the Bureau of Reclamation, pursuant to the Act of Congress dated June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly the Act of June 27, 1960 (Public Law 86-529, 74 Stat. 225). and the Central Oklahoma Master Conservancy District, organized under the Conservancy Act of Oklahoma, 82 Oklahoma Statute 531 et seq. of the State of Oklahoma (hereinafter collectively referred to as, the "Grantee"), a no cost non-exclusive perpetual use Easement running with the land to construct, operate, repair, replace, and maintain a 24 inch underground raw water line on, over, under, and across the property on Tinker Air Force Base (AFB), Oklahoma, as described in Exhibit A and depicted on Exhibit B (the "Easement Area"). The Grantor and Grantee may be referred to as Parties or separately as a Party.

BASIC TERMS

1. TERM

1.1 Term. This easement is given in perpetuity.

1.2 Existing Easements. The following easements will be released, in whole or in part as necessary, in a subsequent legal instrument, and only upon formal acceptance of the completed 24-inch underground raw water line by the Grantee and execution and recording of this Grant of Easement:

Contract and Grant of Easement 14-06-527-203 from the Oklahoma City Municipal Improvement Authority to the U.S. dated May 7, 1963, and Recorded in Book 2931, Page 724 of the deed records of Oklahoma County. RPUID: 07630010034700

Contract and Grant of Easement from General Motors Corp. to the U.S. dated December 5, 1973, and Recorded in Book 4159 Page 1658 of the Deed Records of Oklahoma County. RPUID: 07630010035202

Contract and Grant of Easement from American First Title & Trust Co. to the U.S. Dated December 12, 1973, and Recorded in Book 4163 Page 763 et seq. of the deed records of Oklahoma County. RPUID: 07630010035201

Crossing Agreement between the City of Oklahoma City and the U.S. regarding pipeline crossings, including that on Midwest Blvd dated September 17, 1963, and recorded in Book 2989 Page 103 of the Deed Records of Oklahoma County.

1.3 Termination. The Grantor may terminate this easement at any time in the event of national emergency as declared by the President or the Congress of the United States, base closure, deactivation or substantial realignment, or in the interest of national defense upon 120 days' written notice to Grantee. If the giving of such notice is impracticable under the circumstances, the Secretary will use good faith efforts to give Grantee such advance written notice as the circumstances permit.

2. RENT

2.1 This is a no cost perpetual easement.

3. CORRESPONDENCE

3.1 Any notices pursuant to this Easement shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) email, in each case addressed as follows:

GRANTOR:

Tinker AFB Real Property Office
7535 5th Street
Tinker AFB, OK 73145
Real Property Workflow: 72ABW.CE.RealProperty@us.af.mil
(405)734-3173 or (405)734-4560

GRANTEE:

Supervisor, Resource Management Division
Bureau of Reclamation
Oklahoma City Field Office
5924 NW 2nd St., Suite 200
Oklahoma City, OK 73127

and:

District Manager
Central Oklahoma Master Conservancy District
12500 Alameda Dr.
Norman, OK 73026

4. USE OF EASEMENT AREA

4.1 Permitted Uses. The Grantee shall use the Easement Area solely for purposes of constructing, operating, repairing, and maintaining a 24-inch underground raw water line across the property on Tinker Air Force Base (AFB), Oklahoma. Grantee's use of the Easement Area shall comply, at Grantee's sole cost and expense, with all Applicable Laws, as defined in Section 25.1.1 below. The Grantee shall not use or occupy the Easement Area in any manner that is unlawful, dangerous, or that results in waste, unreasonable annoyance, or a nuisance to the Grantor.

4.2 Grantee Access. Grantee is granted the nonexclusive right to use the walkways, streets, and roads on Tinker AFB, Oklahoma in common with the Grantor and its grantees and licensees for access to and from the Easement Area and the nearest public street or highway.

4.3 Grantor's Right of Access And Inspection. Grantor shall have the right to enter the Easement Area at any time and shall have the right to reasonably inspect Grantee's use of it and any of Grantee's improvements or property placed thereon, without notice. Grantor shall have the right to enter the Premises at any time and shall have the right to reasonably inspect the Premises and Grantee's property placed thereon. In accepting the privileges and obligations established hereunder, Grantee recognizes that the Installation serves the national defense, and that Grantor will not permit the Grantee to interfere with the Installation's military mission. This Installation is an operating military Installation which is closed to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. § 797 and of 18 U.S.C. § 1382. Access to the Installation is subject to the control of the Installation Commander and is governed by such regulations and orders. Any access granted to Grantee, its officers, employees, partners, members, contractors of any tier, agents, invitees, others who may be on the Premises at their invitation, or assignees ("Grantee Parties") is subject to such regulations and orders. This Easement is subject to all regulations and orders currently promulgated or which may be promulgated by lawful authority as well as all other conditions contained in this Easement. Violation of any such regulations, orders, or conditions may result in the termination of this Easement. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances, of those entering. Grantee is responsible for the actions of Grantee Parties while on the Installation.

4.4 Grantor's Reasonable Regulation. The use and occupation of the Easement Area and the exercise of the rights herein granted shall be subject to Grantor's reasonable restrictions and regulations regarding ingress, egress, safety, sanitation, and security, as Grantor, or its duly authorized representatives, may from time to time impose.

4.5 No Obstructions. Neither party shall use the property nor construct, erect, or place any objects, buildings, structures, signs, or wells of a permanent nature on, under, or over the Easement Area that will unreasonably interfere with the other Party's use of the premises, as set out in this Easement or its reservations.

4.6 Limitation Of Grantee Rights. Except as is reasonably required to affect the purpose of this Easement, the Grantee has no right of use, license, easement, servitude, or usufruct, for any purpose, by necessity or otherwise, express or implied, on, over, across, or under any of the real property of the Grantor, and the Grantee agrees not to assert any such right or interest by reason of this Easement.

5. ABANDONMENT OR TERMINATION OF EASEMENT

5.1 Termination. This Easement may be terminated in whole or in part by the Grantor for Grantee's failure to comply with the terms of this Easement, and Grantor may terminate it for any part of the Easement Area that is abandoned or not used by the Grantee for 24 consecutive months. The Grantor shall give written notice of any termination, which will become effective 120 days after the date of such notice, unless the Grantee commences use or reuse of the unused portion of the Easement Area within that time.

5.2 Remedies For Non-Compliance. In the event the Grantee fails to comply with any obligation under this Easement, the Grantor may pursue monetary damages, equitable relief, or both, and the Grantee shall reimburse the Grantor for its attorney fees and costs.

OPERATION OF THE EASEMENT AREA

6. EASEMENTS AND RIGHTS OF WAY

6.1 This Easement is subject to all outstanding easements, rights of way, rights in the nature of an easement, leases, permits, licenses, and uses (collectively, "Outgrants") for any purpose affecting the Easement Area. The Grantor may make additional Outgrants and make additional uses that may affect the Easement Area. However, any such additional Outgrants shall not be inconsistent with the use of the Easement Area by the Grantee under this Easement.

7. CONDITION OF EASEMENT AREA

7.1 The Grantee has inspected and knows the condition of the Easement Area. It is understood that the Easement is granted "as is, where is" without any warranty, representation, or obligation on the part of the Grantor to make any alterations, repairs, improvements, or

corrections to conditions or to defects whether patent or latent. The Parties shall jointly perform and sign or otherwise authenticate a Physical Condition Report at the beginning of the Easement term to document the initial condition of the Easement Area. This report will be made a part of this Easement as Exhibit C. The Parties shall jointly perform and sign or otherwise authenticate a Physical Condition Report at the Termination of the Easement term to document the final condition of the Easement Area.

8. MAINTENANCE OF EASEMENT AREA

8.1 Maintenance of Easement Area. The Grantee, at no expense to the Grantor, shall at all times preserve, maintain, repair, and manage the Easement Area, Grantee improvements, and Grantee equipment in an acceptable, safe, and sanitary condition in accordance with this Easement.

8.2 Damage to Grantor Property. If the Grantee damages or destroys any real or personal property of the Grantor, the Grantee shall promptly repair or replace such real or personal property to the reasonable satisfaction of the Grantor. In lieu of such repair or replacement, the Subject to availability of appropriations, Grantee shall, if so, required by the Grantor, pay to the Grantor money in an amount sufficient to compensate for the loss sustained by the Grantor by reason of damage or destruction of Grantor property, including natural resources.

9. TAXES

9.1 Where required by law, the Grantee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this Easement may be imposed on the Grantee or the Easement Area.

10. INSURANCE

Grantee Insurance Coverage. The Grantee is self-insured.

11. ALTERATIONS

11.1 Alterations. Emergency repairs may be completed as needed at any time. At least 30 days before doing any scheduled work to repair, build, alter, modify, or demolish any improvements in the Easement Area, Grantee shall give written notice of its plans to the Installation Commander through the Base Civil Engineer, who shall have the right to review and approve or reasonably modify the plans and to place reasonable restrictions on Grantee's access, equipment, methods, materials, and manpower related to accomplishing the work, in order to ensure it is done consistent with Grantor's use of the Easement Area and the operation of the Installation.

11.2 Airfield Construction. Any new construction or alteration at the end of the runway, or within lateral clear zones for the runway, shall comply with any applicable DAF requirements, such as those contained in Unified Facilities Criteria (UFC) 3-260-01 titled "Airfield and Heliport Planning and Design," dated 4 February 2019, as amended.

12. COSTS OF UTILITIES/SERVICES

12.1 The Grantee shall be responsible for any utilities, janitorial services, refuse collection, and building and grounds maintenance of the Easement Area without cost to the Grantor.

13. RESTORATION

13.1 Grantee's Removal Obligation. Upon the expiration, abandonment, or termination of the Easement, Grantor may elect, in its sole discretion, to require Grantee to remove all its improvements and other property from the Easement Area and restore the Easement Area at Grantee's sole expense to substantially the same condition that existed immediately before the grant, all to Grantor's satisfaction. Grantor shall give notice to Grantee of such election within a reasonable time after learning of Grantee's abandonment, or together with Grantor's notice of termination. Alternatively, at those same times, Grantor may elect and give written notice to Grantee that some or all of Grantee's easement improvements and any other property Grantee may leave on the Easement Area will revert or be transferred to Grantor. Such reversion or transfer in lieu of Grantee's removal and restoration obligation shall be automatic and at no cost to Grantor and shall be effective on the Easement Expiration Date or the effective date of any abandonment or termination, without additional consideration, therefore. Grantee shall execute any documentation reasonably requested by the Grantor to confirm any transfer or conveyance.

13.2 Grantor Restoration of Easement Area. If Grantee fails to timely satisfy its removal and restoration obligations, then at Grantor's option, Grantee's improvements and personal property located on the Easement Area shall either become Grantor's property without compensation therefore or the Grantor may cause them to be removed or destroyed and the Easement Area to be so restored at the expense of Grantee, and no claim for damages against Grantor, its officers, employees, agents, or contractors shall be created by or made on account of such removal or destruction and restoration work. Grantee shall reimburse Grantor for any expenses it incurs to restore the Easement Area to the condition required by this grant within thirty (30) days after the Grantor provides written notice to Grantee of the reimbursement amount together with reasonable documentary support of the reimbursement amount.

CHANGES IN OWNERSHIP OR CONTROL

14. ASSIGNMENT

14.1 The Grantee may not assign this Easement without the prior written consent of the Grantor.

15. LIENS AND MORTGAGES

15.1 Prohibition Against Liens and Mortgages on the Easement Area. The Grantee shall not: (i) engage in any financing or other transaction creating any mortgage or security interest upon the Easement Area; (ii) place or suffer to be placed upon the Easement Area any lien or other encumbrance; (iii) suffer any levy or attachment to be made on the Grantee's interests in the Easement Area; or (iv) pledge, mortgage, assign, encumber, or otherwise grant a security interest in the Easement Area or the rents, issues, profits, or other income of the Easement Area.

ENVIRONMENT

16. ENVIRONMENTAL PROTECTION

16.1 Compliance with Applicable Laws. Grantee shall comply with all Applicable Laws and standards for environmental protection, including flood plains, wetlands, and pollution control and abatement, as well as for payment of all fines and assessments by regulators for the failure to comply with such standards. Grantee will meet with Grantor in good faith to resolve any violation of such law, regulation, or standard including, to the extent permitted by law and subject to the availability of appropriations, any reimbursement the Grantor for any civil or criminal fines or penalties levied against the Grantor for any environmental, safety, occupational health, or other infractions caused by or resulting from Grantee's action or inaction or that of its officers, agents, employees, contractors, subcontractors, licensees, or the invitees of any of them. In the event that any actions by Grantee including those of its officers, agents, employees, contractors, subcontractors, licensees, or invitees cause or contribute to a spill or other release of a substance or material, Grantee shall conduct any required cleanup, abatement, or response action in accordance with all applicable federal, State and local laws and regulations or, meet with Grantor in good faith to resolve, to the extent permitted by law and subject to the availability of appropriations, any costs incurred by Grantor for completing such cleanup, abatement, or response action.

16.2 Environmental Permits. The Grantee shall obtain at its sole cost and expense any environmental and other necessary permits required for its operations under this Easement, independent of any existing permits.

16.3 Grantor Caused Environmental Damage. Grantee does not assume any of Grantor's liability or responsibility for environmental impacts and damage resulting from Grantor's activities; however, this provision does not relieve Grantee of any obligation or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law.

16.4 Records Maintenance and Accessibility. The Grantor's rights under this Easement specifically include the right for Grantor officials to inspect the Easement Area, upon reasonable notice as provided under Paragraph 4.3, for compliance with Applicable Laws, including environmental laws, rules, regulations, and standards. Such inspections are without prejudice to

the right of duly constituted enforcement officials to make such inspections. Violations identified by the Grantor will be reported to the Grantee and to appropriate regulatory agencies, as required by Applicable Laws. The Grantee will be liable for the payment of any fines and penalties that may be imposed as a result of the actions or omissions of the Grantee.

16.5 Grantee Response Plan. The Grantee shall comply with all Installation plans and regulations for responding to hazardous waste, fuel, and other chemical spills.

16.6 Pesticide Management. Any pesticide use will require prior Grantor approval.

16.7 Compliance with Water Conservation Policy. The Grantee will comply with the Installation water conservation policy, as amended from time to time (to the extent that such policy exists and the Grantee receives copies thereof), from the Commencement Date through the Expiration Date.

16.8 Protection of Environment and Natural Resources. The Grantee will use all reasonable means available to protect environmental and natural resources, consistent with Applicable Laws and this Easement. Where damage nevertheless occurs, arising from the Grantee's activities, the Grantee shall be fully liable for any such damage.

16.9 Pesticides and Pesticide Related Chemicals in Soil. The Grantee acknowledges that the surface soil on the Easement Area may contain elevated levels of pesticides and pesticide-related chemicals applied in the normal course of maintaining the Easement Area. The Grantee shall manage all such soil on the Easement Area in accordance with the requirements of any Applicable Laws. The Grantor will not be responsible for the injury or death of any person affected by such soil conditions.

17. ASBESTOS-CONTAINING MATERIALS (ACM) AND LEAD-BASED PAINT (LBP)

17.1 Asbestos-Containing Materials (ACM). The Grantee is hereby notified that the Easement Area may contain existing and former improvements, such as buildings, facilities, equipment, and pipelines, above and/or below the ground that may contain ACM. The Grantor is not responsible for any handling, removal or containment of asbestos or ACM, or to the extent consistent with applicable law, for any liability related thereto.

17.2 Lead-Based Paint (LBP). The Grantee is hereby notified that LBP materials may be present on exterior and interior surfaces of any facilities within the Easement Area or in the soil. The Grantee will be responsible at its sole cost and expense for the management, maintenance, removal and disposal of all LBP either located in or attributable to the Easement Area or any improvements located thereon, necessary or required in connection with the use of the Easement Area. Removal and disposal of LBP must be carried out in compliance with all Applicable Laws.

18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT

18.1 Compliance With Health and Safety Plan. The Grantee agrees to comply with the provisions of any health or safety plan in effect under the Installation Restoration Program (IRP) (to the extent the Grantee has received notice thereof), or any hazardous substance remediation or response agreement of the Grantor with environmental regulatory authorities (to the extent the Grantee receives notice thereof if the agreement is not of public record) during the course of any of the response or remedial actions described in Paragraph 20.3. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Grantee. The Grantee and any assignees, licensees, or invitees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except to the extent permitted under federal law, including the Federal Tort Claims Act.

18.2 Occupational Safety and Health. The Grantee must comply with all Applicable Laws relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes.

19. HISTORIC PRESERVATION

19.1 Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity, as defined in the National Historic Preservation Act, 54 U.S.C. § 300101; Archaeological and Historic Preservation Act, 54 U.S.C. § 312501; Archaeological Resource Protection Act, 16 U.S.C. § 470aa; Antiquities Act, 54 U.S.C. § 320301; and Native American Graves Protection and Repatriation Act, 25 U.S.C. § 3001. In the event such items are discovered on the Easement Area, Grantee shall cease its activities at the site and immediately notify the Grantor and protect the site and the material from further disturbance until the Grantor gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Grantee.

20. INSTALLATION RESTORATION PROGRAM (IRP)

IRP Records. On or before the Commencement Date, the Grantor shall provide the Grantee access to Administrative Record and Information Repository applicable to the Easement Area, if any, and thereafter shall provide to the Grantee a copy of any amendments to or restatements of Administrative Record documents affecting the Easement Area. If the Installation has been listed on the National Priorities List (NPL) at the time this Easement is granted, or is listed subsequent to the granting of this Easement, the Grantor will provide the Grantee with a copy of any Federal Facility Agreement (FFA) that is entered into between the Grantor and the U.S. Environmental Protection Agency (USEPA), along with any amendments to the FFA when they become effective. Should any conflict arise between the terms of the FFA as it may be amended and the provisions of this Easement, the terms of the FFA shall govern.

20.1 No Liability for Interference. The Grantee expressly acknowledges that it fully understands the potential for some, or all of the IRP response actions to be undertaken with respect to the IRP may impact the Grantee's use of the Easement Area. The Grantee agrees that notwithstanding any other provision of this Easement, the Grantor shall have no liability to the Grantee should implementation of the IRP or other environmental cleanup requirements, whether imposed by law, regulatory agencies, or the Grantor or the Department of Defense, interfere with the Grantee's use of the Easement Area. The Grantee shall have no claim or cause of action against the United States, or any officer, agent, employee, contractor, or subcontractor thereof, on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under this Easement or otherwise.

20.2 Grantor Right of Entry. The Grantor and its officers, agents, employees, contractors, and subcontractors shall have the right, and be provided access badges IAW Air Force policy to enter upon the Easement Area for the purposes enumerated in this Paragraph.

20.2.1 To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, test pitting, testing soil borings, and other activities related to the IRP.

20.2.2 To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP.

20.2.3 To conduct any test or survey related to the implementation of the IRP or environmental conditions at the Easement Area or to verify any data submitted to the EPA or the State Environmental Office by the Grantor relating to such conditions; and

20.2.4 To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. Any investigations and surveys, drilling, test pitting, test soil borings, and other activities undertaken pursuant to this Subparagraph 20.2.4 shall be conducted in a manner that is as inconspicuous as practicable. Any monitoring wells, pumping wells, and treatment facilities required pursuant to this Paragraph 20.2.4 shall be designed and installed to be as inconspicuous as practicable. The Grantor shall attempt to minimize any interference with the Grantee's quiet use and enjoyment of the Easement Area arising as the result of such wells and treatment facilities. The Grantor shall, subject to the availability of appropriations therefor, repair any damage caused by its exercise of the rights in this Paragraph.

20.3 ACCESS FOR RESTORATION

20.3.1 Nothing in this Easement shall be interpreted as interfering with or otherwise limiting the right of the DAF and its duly authorized officers, employees, contractors of any tier, agents, and invitees to enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an Federal Facility Agreement (FFA) or required to implement the IRP conducted under the provisions of 10 U.S.C. § 2701-2705. The

Grantee shall provide reasonable assistance to the DAF to ensure DAF's activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

20.3.2 The United States Environmental Protection Agency (USEPA) and the state in which the Easement Area is located, including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents may, upon reasonable notice to the Grantee and with DAF's consent, enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an FFA. The Grantee shall provide reasonable assistance to USEPA and the State to ensure their activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

21. ENVIRONMENTAL BASELINE SURVEY ENVIRONMENTAL CONDITION OF PROPERTY

21.1 An Environmental Baseline Survey ("EBS") Waiver for the Easement Area dated 13 November 2023 has been delivered to the Grantee and is attached as **Exhibit C** hereto. A separate EBS waiver review for the Easement Area shall be prepared by the Grantor, after the expiration or earlier termination of this Easement ("Final EBS Waiver"). Such Final EBS Waiver shall document the original waiver conditions of the Easement Area on the Expiration Date reflected therein. The Final EBS Waiver will be used by the Grantor to determine whether the Grantee has fulfilled its obligations to maintain and restore the Easement Area under this Easement including, without limitation, Paragraph 13 and Paragraph 16.

GENERAL PROVISIONS

22. GENERAL PROVISIONS

22.1 Covenant Against Contingent Fees. The Grantee warrants that it has not employed or retained any person or agency to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Grantor the right to annul this Easement without liability or in its discretion to recover from the Grantee the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herewith set forth. This warranty shall not apply to commission's payable by the Grantee on the Easement secured or made through bona fide established commercial agencies retained by the Grantee for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

22.2 Officials Not to Benefit. No Member of, or Delegate to the Congress, or resident commissioner, shall be admitted to any part or share of this Easement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Easement if made with a corporation for its general benefit.

22.3 Facility Nondiscrimination. As used only in this Condition, the term “Facility” means lodgings, stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in any building covered by, or built on land covered by, this Easement.

22.3.1 The Grantee agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any Facility, including any and all services, privileges, accommodations, and activities provided on the Easement Area. This does not require the furnishing to the general public the use of any Facility customarily furnished by the Grantee solely for use by any assignees, licensees, or invitees or their guests and invitees.

22.3.2 The Parties agree that in the event of the Grantee’s noncompliance, the Grantor may take appropriate action to enforce compliance, and may terminate this Easement for default and breach as provided in Paragraph 5 or may pursue such other remedies as may be provided by law.

22.4 Gratuities.

22.4.1 The Grantor may, by written notice to the Grantee, terminate this Easement if, after notice and hearing, the Secretary of the Air Force or a designee determines that the Grantee, or any agent or representative of the Grantee, offered or gave a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of the Grantor and intended, by the gratuity, to obtain an easement or other agreement or favorable treatment under an easement or other agreement, except for gifts or benefits of nominal value offered to tenants of the Easement Area in the ordinary course of business.

22.4.2 The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

22.4.3 If this Easement is terminated under Paragraph 22.4.1, the Grantor shall be entitled to pursue the same remedies against the Grantee as in a breach of this Easement by the Grantee, and in addition to any other damages provided by law, to exemplary damages of not fewer than three (3), or more than ten (10), times the cost incurred by the Grantee in giving gratuities to the person concerned, as determined by the Grantor.

22.4.4 The rights and remedies of the Grantor provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Easement.

22.5 No Joint Venture. Nothing contained in this Easement will make, or shall be construed to make, the Parties’ partners or joint ventures with each other, it being understood and agreed that the only relationship between the Grantor and the Grantee under this Easement is that of landlord and tenant. Nothing in this Easement will render, or be construed to render, either of the Parties liable to any third party for the debts or obligations of the other Party.

22.6 Records and Books of Account. The Grantee agrees that the Secretary of the Air Force, the Comptroller General of the United States, or the Auditor General of the United States DAF, or any of their duly authorized representatives, shall, until the expiration of three (3) years after the expiration or earlier termination of this Easement, have access to, and the right to examine, any directly pertinent books, documents, papers, and records of the Grantee involving transactions related to this Easement.

22.7 Remedies Cumulative; Failure of Grantor to Insist on Compliance. The specified remedies to which the Grantor may resort under the terms of this Easement are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Grantor may be lawfully entitled in case of any breach or threatened breach by the Grantee of any provisions of this Easement. The failure of the Grantor to insist on any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Easement shall not be construed as a waiver or a relinquishment of the Grantor's right to the future performance of any such terms, covenants, or conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect. No waiver by the Grantor of any provisions of this Easement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Grantor.

22.8 Counterparts. This Easement may be executed in counterparts, each of which is deemed an original and together will be deemed one and the same agreement. Signatures delivered by facsimile or email, shall be deemed originals unless and until replaced by original signatures.

22.9 Personal Pronouns. All personal pronouns used in this Easement, whether used in the masculine, feminine, or neuter gender, will include all other genders.

22.10 Entire Agreement. It is expressly agreed that this written instrument, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Easement, embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee. In the event of any inconsistency between the terms of this Easement and of any provision that has been incorporated by reference, the terms of this Easement shall govern. There are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

22.11 Partial Invalidity. If any term or provision of this Easement, or the application of the term or provision to any person or circumstance, is, to any extent, invalid or unenforceable, the remainder of this Easement, or the application of the term or provision to persons or circumstances other than those for which the term or provision is held invalid or unenforceable, will not be affected by the application, and each remaining term or provision of this Easement will be valid and will be enforced to the fullest extent permitted by law.

22.12 Interpretation of Easement. The Parties and their legal counsel have participated fully in the negotiation and drafting of this Easement. This Easement has been prepared by the Parties equally and should be interpreted according to its terms. No inference shall be drawn that this Easement was prepared by, or is the product of, either Party.

22.13 Identification of Grantor Agencies, Statutes, Programs, and Forms. Any reference in this Easement, by name or number, to a Grantor department, agency, statute, regulation, program, or form shall include any successor or similar department, agency, statute, regulation, program, or form.

22.14 Approvals. Any approval or consent of the Parties required for any matter under this Easement shall be in writing and shall not be unreasonably withheld, conditioned or denied unless otherwise indicated in this Easement.

22.15 Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Easement and none of the provisions of this Easement shall be for the benefit of, or enforceable by, any creditors of the Grantee.

22.16 No Individual Liability of Grantor Officials. No covenant or agreement contained in this Easement shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Grantor, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Easement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

22.17 Excusable Delays. The Grantor and Grantee shall be excused from performing an obligation or undertaking provided for in this Easement, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of such delay, so long as such performance is prevented or unavoidably delayed, retarded, or hindered by an act of God; fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob; violence; sabotage; act of terrorism; inability to procure or a general shortage of, labor, equipment, facilities, materials, or supplies in the open market; failure or unavailability of transportation, strike, lockout, action of labor unions; a taking by eminent domain, requisition, laws, orders of Grantor, or of civil, military, or naval authorities (but only such orders of a general nature pertaining to the Easement Area and comparable properties in the state in which the Easement Area is located; Grantor restrictions (including, without limitation, access restrictions imposed by the Grantor and arising without fault or negligence on the part of the Grantee that significantly hinder the Grantee's ability to access the Easement Area and perform its obligations under the Development Plan in a timely manner); required environmental remediation; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control, and without the fault or negligence of, the Grantor or the Grantee, as the case may be, and/or any of their respective officers, agents, servants, employees, and/or any others who may be on the Easement Area at the invitation of the Grantee, or the invitation of any of the aforementioned persons, specifically excluding, however, delays for adjustments of insurance and delays due to shortage or unavailability of funds (collectively, "Excusable Delays"). Nothing contained in this

Paragraph 22.17 shall excuse the Grantee from the performance or satisfaction of an obligation under this Easement that is not prevented or delayed by the act or occurrence giving rise to an Excusable Delay.

23. SPECIAL PROVISIONS

Reserved

24. RIGHTS NOT IMPAIRED

24.1 Rights Not Impaired. Nothing contained in this Easement shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Grantor over the Easement Area relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

24.2 Installation Access. The Grantee acknowledges that it understands that the Installation is an operating military Installation that could remain closed to the public and accepts that the Grantee's operations may from time to time be restricted temporarily or permanently due to the needs of national defense. Access on the Installation may also be restricted due to inclement weather and natural disasters. The Grantee further acknowledges that the Grantor strictly enforces federal laws and DAF regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies, and equipment entering the Installation are subject to search and seizure pursuant to Applicable Laws and regulations. The Grantor will use reasonable diligence in permitting one (1) year renewable common access (CAC) badges allowing the Grantee access to the Easement Area at all times, subject to the provisions of this paragraph. Notwithstanding the foregoing, the Grantee agrees the Grantor will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of individual employees from the Installation under federal laws authorizing such actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to, or unavailable at, their work stations, or delay arrival of parts and supplies. The Grantor retains the right to refuse access to the Easement Area by the Grantee's parties. The Grantee, its assignees, employees, and invitees fully agree to abide with all access restrictions imposed by the Grantor in the interest of national defense.

24.3 Permanent Removal and Barment. Notwithstanding anything contained in this Easement to the contrary, pursuant to Applicable Laws and regulations, the Grantor has the right at all times to order the permanent removal and barment of anyone from the Installation, including but not limited to assignees, if it believes, in its sole discretion, that the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation, or compromises good order and/or discipline on the Installation.

24.4 No Diminishment of Rights. Except as provided in Paragraph 24.1, nothing in this Easement shall be construed to diminish, limit, or restrict any right of the Grantee under this Easement, or the rights of any assignees, licensees, or invitees as prescribed under their easements or Applicable Laws.

25. APPLICABLE LAWS

25.1 Compliance With Applicable Laws. The Grantee shall comply, at its sole cost and expense (except for matters for which the Grantor remains obligated hereunder pursuant to Paragraph 16), with all Applicable Laws including without limitation, those regarding construction, demolition, maintenance, operation, sanitation, licenses, or permits to do business, protection of the environment, pollution control and abatement, occupational safety and health, and all other related matters. The Grantee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable.

25.1.1 “Applicable Laws” means, collectively, all present and future laws, ordinances, rules, requirements, regulations, and orders of the United States, the State where the Easement Area is located and any other public or quasi-public federal, State, or local authority, and/or any department or agency thereof, having jurisdiction over the Project (“Project” means, collectively, the Easement Area and the Easement Area Improvements) and relating to the Project or imposing any duty upon the Grantee with respect to the use, occupation, or alteration of the Project during the Easement Term.

25.2 Permits, Licenses, and Approvals. The Grantee will be responsible for and obtain, at its sole expense, prior to the commencement of construction and demolition, and upon completion of the building of Easement Area improvements, any approvals, permits, or licenses that may be necessary to construct, occupy, and operate the Grantee improvements and Grantee equipment in compliance with all Applicable Laws.

25.3 No Waiver of Sovereign Immunity. Nothing in this Easement shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity. Only laws and regulations applicable to the Easement Area under the Constitution and statutes of the United States are covered by this Paragraph. The United States presently exercises federal legislative jurisdiction over the Easement Area.

25.4 Grantee Responsibility for Compliance. Responsibility for compliance as specified in this Paragraph 25 rests exclusively with the Grantee. The Grantor assumes no enforcement or supervisory responsibility, except with respect to matters committed to its jurisdiction and authority. The Grantee shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to the Grantee’s use and occupation of the Easement Area.

25.5 Grantee Right to Contest. The Grantee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to the Grantor, the validity or application of any law, ordinance, order, rule, regulation, or requirement of the nature referred to in this Paragraph 25. The Grantor shall not be required to join in or assist the Grantee in any such proceedings.

26. AVAILABILITY OF FUNDS

26.1 The obligations of any Party to this Easement or of any transferee of the Easement shall be subject to the availability of appropriated funds for any such obligation, unless such Party or transferee is a non-appropriated fund instrumentality of the United States. No appropriated funds are obligated by this Easement.

27. CONGRESSIONAL REPORTING

This Easement is not subject to 10 U.S.C. § 2662.

28. AMENDMENTS

28.1 This Easement may be amended at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of each of the respective Parties.

29. GENERAL INDEMNIFICATION BY GRANTEE

29.1 No Grantor Liability. Except as otherwise provided in this Easement, the Grantor shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Easement Area, or the use and occupation of the Easement Area, or for damages to the property of the Grantee, or injuries or death of the Grantee's officers, agents, servants, employees, or others who may be on the Easement Area at their invitation or the invitation of any one of them.

29.2 Grantee Liability. Except as otherwise provided in this Easement, and only to the extent permitted under the Federal Tort Claims Act, the Grantee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Easement Area by the Grantee, the Grantee's officers, agents, servants, employees, or others (excluding those employees or agents of the Grantor who are on the Easement Area for the purpose of performing official duties) who may be on the Easement Area at their invitation or the invitation of any one of them (the "Grantee Parties"), or the activities conducted by or on behalf of the Grantee Parties under this Easement. The Grantee expressly waives all claims against the Grantor for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Easement Area by the Grantee Parties, or the conduct of activities or the performance of responsibilities under this Easement.

30. ENTIRE AGREEMENT

30.1 It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

31. CONDITION AND PARAGRAPH HEADINGS

31.1 The brief headings or titles preceding each Paragraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction and interpretation of this Easement.

32. STATUTORY AND REGULATORY REFERENCES

32.1 Any reference to a statute or regulation in this Easement shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time to time.

33. PRIOR AGREEMENT

33.1 This Easement supersedes all prior agreements, if any, to the Grantee for the Easement Area, but does not terminate any obligations of the Grantee under such prior Easements that may by their terms survive the termination or expiration of those Easements, except to the extent such obligations are inconsistent with this Easement. In the event that any prior license or other agreement between the Parties, or their predecessors in interest, for the use and occupancy of the Easement Area has expired prior to the execution of this Easement, the Parties acknowledge that the Grantee, either directly or through its predecessors in interest, has had continuous use and occupancy of the Easement Area pursuant to the prior agreement since the expiration of the prior agreement.

34. EXHIBITS

Four (4) exhibits are attached to and made a part of this Grant, as follows:

Exhibit A - Description of Premises

Exhibit B - Map of Premises

Exhibit C - Environmental Baseline Survey

DEPARTMENT OF AIR FORCE SIGNATURE PAGE FOR GRANT OF EASEMENT

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary
of the Air Force, the _____ day of _____, 20 _____.

GRANTOR:

THE DEPARTMENT OF THE AIR FORCE

By: _____
ABIGAIL L. RUSCETTA, COLONEL, USAF
COMMANDER, TINKER AFB, OKLAHOMA

BUREAU OF RECLAMATION AND CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
SIGNATURE PAGE OF ACCEPTANCE OF EASEMENT

The Bureau of Reclamation hereby accepts this grant of Easement and agrees to be bound by its terms.

DATED: _____ day of _____, 20_____.

GRANTEE:

THE BUREAU OF RECLAMATION

By: _____
Mark A. Treviño, Area Manager
Oklahoma-Texas Area Office
Bureau of Reclamation

The Central Oklahoma Master Conservancy District hereby accepts this grant of Easement and agrees to be bound by its terms.

DATED: _____ day of _____, 20_____.

GRANTEE:

CENTRAL OKLAHOMA MASTER
CONSERVANCY DISTRICT

By: _____

EXHIBIT A

A tract of land located in the Southeast Quarter of the Southeast Quarter, the West Half of the Southwest Quarter, and the Southwest Quarter of the Northwest Quarter of Section 27, and the North Half of the North Half of Section 34, all located in Township 11 North Range 2 West of the Indian Meridian in Oklahoma County, Oklahoma, more particularly described by northings and eastings as follows:

Description of Premises

Bureau of Reclamation Water Line Relocation Easement

The Bureau of Reclamation Water line relocation easement will be 15' each side of the pipeline once construction is complete. The easement shall begin at 145,927.75 feet North and 2,145,572 feet East Oklahoma North NAD 83 paralleling the pipeline at 15' on each side.

The easement will continue 15' each side of the line at the coordinates as follows:

<i>45 Degree Bend</i>	N= 145927.66	E= 2145674.00
<i>45 Degree Bend</i>	N= 145917.65	E= 2145684.16
<i>Start Point 100' R.</i>	N= 145838.67	E= 2145684.34
<i>Mid Point 100' R.</i>	N= 145807.61	E= 2145689.36
<i>End Point 100' R.</i>	N= 145779.65	E= 2145703.78
<i>Start Point 100' R.</i>	N= 145599.93	E= 2145835.93
<i>Mid Point 100' R.</i>	N= 145572.31	E= 2145850.24
<i>End Point 100' R.</i>	N= 145541.63	E= 2145855.37
<i>Start Point 200' R.</i>	N= 145434.90	E= 2145856.37
<i>Mid Point 200' R.</i>	N= 145374.99	E= 2145847.77
<i>End Point 200' R.</i>	N= 145320.39	E= 2145821.65
<i>Start Point 100' R.</i>	N= 145109.65	E= 2145678.03
<i>Mid Point 100' R.</i>	N= 145082.44	E= 2145664.99
<i>End Point 100' R.</i>	N= 145052.59	E= 2145660.66
<i>Start Point 75' R.</i>	N= 143368.57	E= 2145673.29
<i>Mid Point 75' R.</i>	N= 143315.92	E= 2145695.43
<i>End Point 75' R.</i>	N= 143294.13	E= 2145748.22
<i>Start Point 100' R.</i>	N= 143293.88	E= 2146026.51
<i>Mid Point 100' R.</i>	N= 143275.71	E= 2146083.91
<i>End Point 100' R.</i>	N= 143227.88	E= 2146120.47
<i>Start Point 200' R.</i>	N= 142853.71	E= 2146255.73
<i>Mid Point 200' R.</i>	N= 142835.69	E= 2146263.26
<i>End Point 200' R.</i>	N= 142818.48	E= 2146272.51
<i>Start Point 200' R.</i>	N= 142710.79	E= 2146337.41
<i>Mid Point 200' R.</i>	N= 142694.15	E= 2146348.60
<i>End Point 200' R.</i>	N= 142678.73	E= 2146361.41
<i>Start Point 200' R.</i>	N= 142586.20	E= 2146446.38
<i>Mid Point 200' R.</i>	N= 142572.66	E= 2146460.08

End Point 200' R.	N= 142560.50	E= 2146475.02
Start Point 200' R.	N= 142486.13	E= 2146575.90
Mid Point 200' R.	N= 142474.49	E= 2146593.59
End Point 200' R.	N= 142464.78	E= 2146612.40
Start Point 200' R.	N= 142413.46	E= 2146726.29
Mid Point 200' R.	N= 142406.84	E= 2146742.93
End Point 200' R.	N= 142401.74	E= 2146760.08
Start Point 200' R.	N= 142371.45	E= 2146881.55
Mid Point 200' R.	N= 142367.56	E= 2146901.38
End Point 200' R.	N= 142365.43	E= 2146920.85
Start Point 200' R.	N= 142328.65	E= 2147797.43
Mid Point 200' R.	N= 142328.51	E= 2147801.81
End Point 200' R.	N= 142328.47	E= 2147806.20
Start Point 75' R.	N= 142329.22	E= 2148263.09
Mid Point 75' R.	N= 142329.07	E= 2148268.06
End Point 75' R.	N= 142328.58	E= 2148273.02
Start Point 75' R.	N= 142318.61	E= 2148339.59
Mid Point 75' R.	N= 142319.51	E= 2148343.09
End Point 75' R.	N= 142319.35	E= 2148348.06
Start Point 75' R.	N= 142319.41	E= 2148383.42
Mid Point 75' R.	N= 142319.56	E= 2148388.08
End Point 75' R.	N= 142320.01	E= 2148392.73
Start Point 75' R.	N= 142328.97	E= 2148463.52
Mid Point 75' R.	N= 142329.41	E= 2148468.16
End Point 75' R.	N= 142329.57	E= 2148472.82
Start Point 200' R.	N= 142331.20	E= 2149467.79
Mid Point 200' R.	N= 142332.20	E= 2149487.44
End Point 200' R.	N= 142335.13	E= 2149506.90
Start Point 200' R.	N= 142343.50	E= 2149548.52
Mid Point 200' R.	N= 142348.12	E= 2149566.93
End Point 200' R.	N= 142354.46	E= 2149584.81
Start Point 200' R.	N= 142372.91	E= 2149629.91
Mid Point 200' R.	N= 142382.02	E= 2149649.07
End Point 200' R.	N= 142393.02	E= 2149667.20
Start Point 200' R.	N= 142557.27	E= 2149907.00
Mid Point 200' R.	N= 142567.03	E= 2149922.79
End Point 200' R.	N= 142575.30	E= 2149939.41
Start Point 200' R.	N= 142683.30	E= 2150184.66
Mid Point 200' R.	N= 142690.33	E= 2150203.02
End Point 200' R.	N= 142695.53	E= 2150221.97
Start Point 200' R.	N= 142753.38	E= 2150482.91
Mid Point 200' R.	N= 142756.72	E= 2150502.52
End Point 200' R.	N= 142758.09	E= 2150522.36
Start Point 60' R.	N= 142758.65	E= 2150551.33
Mid Point 60' R.	N= 142775.88	E= 2150593.99
End Point 60' R.	N= 142819.40	E= 2150610.17
Start Point 75' R.	N= 143330.40	E= 2150603.66

<i>Mid Point 75' R.</i>	N= 143343.90	E= 2150604.70
<i>End Point 75' R.</i>	N= 143356.83	E= 2150608.09
<i>Start Point 75' R.</i>	N= 143535.26	E= 2150672.38
<i>Mid Point 75' R.</i>	N= 143549.83	E= 2150676.03
<i>End Point 75' R.</i>	N= 143564.85	E= 2150676.71
<i>Start Point 60' R.</i>	N= 144056.68	E= 2150659.36
<i>Mid Point 60' R.</i>	N= 144098.83	E= 2150675.96
<i>End Point 60' R.</i>	N= 144117.40	E= 2150717.24
<i>Start Point 100' R.</i>	N= 144122.91	E= 2150870.30
<i>Mid Point 100' R.</i>	N= 144123.23	E= 2150875.50
<i>End Point 100' R.</i>	N= 144123.82	E= 2150880.68
<i>Start Point 100' R.</i>	N= 144129.72	E= 2150922.43
<i>Mid Point 100' R.</i>	N= 144130.49	E= 2150929.90
<i>End Point 100' R.</i>	N= 144130.69	E= 2150937.41
<i>To the tie in point</i>	N= 144130.57	E= 2150949.90

The tie in will be at the existing BoR control valve.

The area of easement and pipeline are depicted on the adjoining map page.

The total area of the easement is approximately 4.57 Acres.

EXHIBIT B

Map of Premises

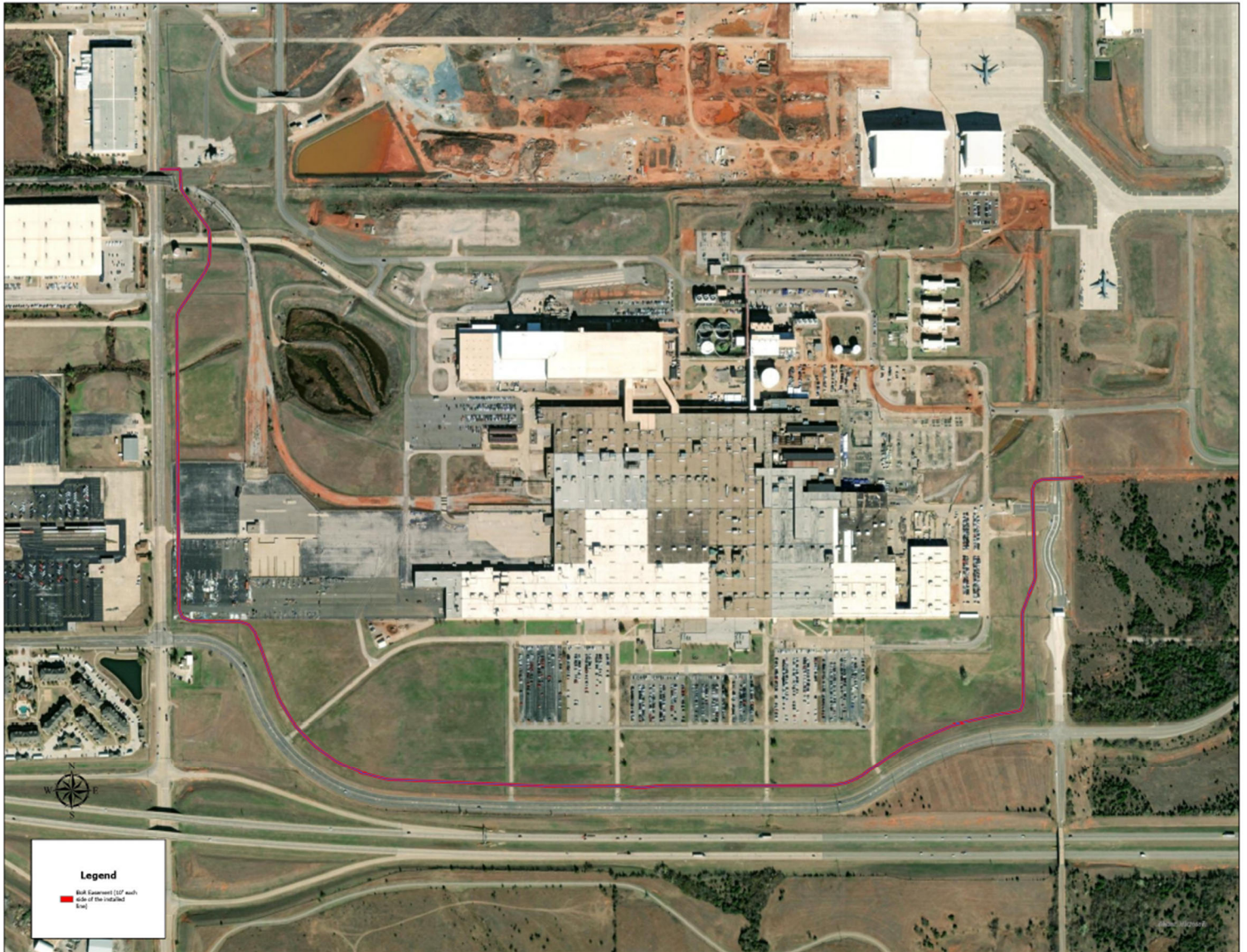


EXHIBIT C

ENVIRONMENTAL BASELINE SURVEY WAIVER



DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 72ND AIR BASE WING (AFMC)
TINKER AIR FORCE BASE OKLAHOMA

13 November 2023

WAIVER FOR ENVIRONMENTAL BASELINE SURVEY

SUBJECT: Bureau of Reclamation requires an Easement Number: USAF-WWYK-24-2-001 to construct, operate, repair, replace, and maintain a 24 inch underground raw water line on, over, under, and across the property located on Tinker Air Force Base.

WAIVER QUALIFICATION: The Base Civil Engineer or authorized designee, in consultation with the base Real Property staff, may waive Environmental Baseline Survey (EBS) requirements under the provisions of DAFI 32-7020 "*Environmental Restoration Program*" for real property transactions involving non-BRAC property. Records review, interviews, or site examination of the proposed use of the property indicates the following criteria is met:

1. The condition of the property will not create unacceptable human health and safety risks from usage of the property allowed under the real property transaction documents.
2. The allowable use of the property will not introduce any hazardous substances or petroleum products in quantities greater than the minimum levels.
3. The allowable use of the property is consistent with environmental compliance requirements (such as those pertaining to wetlands, historic preservation, etc.).
4. Air Force Form 813 Request for Environmental Impact Analysis is complete and signed by an Environmental Specialist IAW 32 CFR § 989.12.

The following real estate transactions are eligible for an EBS waiver including but are not limited to:

1. Renewing a temporary interest in real property if no change in the premises or in allowable use will occur.
2. Leasing, licensing, or permitting of administrative space in an existing building having no known asbestos, lead, or radon.
3. Acquiring restrictive use (Explosive-Quantity Distance arc, clear zone, restrictive use easements under Title 10 United States Code Section 2684a, cultural resource management, and navigation) easements and no other usage will occur.
4. Issuing temporary rights for surveys, inspections, and tests where there will be no introduction of hazardous substances or petroleum products on the property.
5. Allowing non-exclusive use of AF property, so long as the appropriate disclosures of any potential threats to human health and safety are provided.

CERTIFICATION: Under the proposed terms of this real estate instrument and IAW DAFI 32-7020 "*Environmental Restoration Program*," I certified AF Form 813 was completed March 2014 and Easement Number: USAF-WWYK-24-2-001 meets the requirements for a waiver from an Environmental Baseline Survey.

WILSON,STEPH Digitally signed by
ANIE.PETERENI
A.1063234377
Date: 2024.05.06
20:15:11 -05'00'

APPROVAL: STEPHANIE WILSON, NH-IV
Director, 72 ABW/CE

DATE: May/6/2024

Drafted IAW DAFI32-7020 DAFGM2024-01
Tinker AFB, 16 May 2024

Item C.4.

AGREEMENT FOR SALE OF SURPLUS MUNICIPAL WATER FROM DEL CITY TO NORMAN

This agreement is made and entered into the _____ day of _____, 2024, by and between the parties, being Norman Utilities Authority of the City of Norman, Oklahoma, a public trust for the benefit of the City of Norman, Oklahoma, (hereinafter referred to as “NORMAN”), the Del City Municipal Services Authority, a public trust for the benefit of the City of Del City and the City of Del City, Oklahoma, a municipal corporation, (hereinafter collectively referred to as “DEL CITY”); and Central Oklahoma Master Conservancy District, a master conservancy district organized under the laws of Oklahoma (hereinafter referred to as “COMCD”) all hereinafter referred to as “Agreement”.

The parties agree as follows:

1. The City of Del City, Oklahoma (DEL CITY) and Del City Municipal Services Authority are parties to a certain Contract with the Central Oklahoma Master Conservancy District, dated November 13, 1961 for the DEL CITY water supply under the terms and provisions of which DEL CITY and the Del City Municipal Services Authority (hereinafter collectively referred to as “DEL CITY” for both entities) were entitled to purchase a certain specified allocation of water from COMCD for an initial twenty-five year term.
2. The City of Norman, Oklahoma and the Norman Utilities Authority (NORMAN) are parties to a certain Contract with COMCD, dated September 5, 1961, for the Norman water supply, under the terms and provisions which NORMAN was entitled to purchase a certain specified allocation of water from COMCD.
3. DEL CITY and NORMAN have subsequently and separately renewed their respective contracts with COMCD for an additional twenty-five year term two times, the most recent renewal being effective January 1, 2017 (the “Del City Contract” and the “Norman Contract” respectively).
4. NORMAN anticipates, based upon past and current water demand and actual usage, that it may need more than the specified allocation of water available to NORMAN under said Contract with the COMCD, as amended, and that NORMAN desires to purchase Surplus Municipal Water and potentially On Demand Surplus Municipal Water (as referenced in Section 7 in the Norman contract and Section 8 in the Del City contract) from COMCD, to help meet the needs and demands of NORMAN.
5. DEL CITY is willing to allow COMCD to provide to NORMAN, at a mutually agreed upon price, Surplus Municipal Water and On Demand Surplus Municipal Water which DEL CITY is otherwise entitled to utilize or retain under the Del City contract.
6. NORMAN will pay DEL CITY for such Surplus Municipal Water and On Demand Surplus Municipal Water.

7. COMCD Section 7 of the Del City Contract provides that when Surplus Municipal Water or On Demand Surplus Municipal Water is available, COMCD may dispose of such current surplus on whatever terms it can arrange.

8. DEL CITY ALLOCATION RIGHT RETENTION: DEL CITY shall retain all allocations and rights to all water which they have possessed immediately prior to the execution of this AGREEMENT, and NORMAN agrees not to seek or accept any additional rights of water currently held by DEL CITY as a result of DEL CITY making Surplus Municipal Water available to NORMAN under this AGREEMENT.

9. EFFECTIVE DATE: The effective date of this AGREEMENT shall be from October 1, 2024 to September 30, 2025. Then the term shall be from October 1 through September 30 each year. It is the intent of the parties to have this Agreement in Place for an additional nine (9) yearly renewals after the initial term with expiration on September 30, 2034, subject to DEL CITY, COMCD, and NORMAN approval and annual appropriation.

10. CONTRACT PURCHASE VOLUMES: DEL CITY agrees to sell, and COMCD agrees to convey, to NORMAN up to **three hundred million gallons (300,000,000)** of **Surplus Municipal Water** per year from DEL CITY contract allocation under its COMCD Contract and potentially additional **two hundred million gallons (200,000,000)** of **On Demand Surplus Municipal Water** per year from DEL CITY contract allocation under its COMCD Contract at the rates set forth within Paragraphs 10.1 and 10.2 of this AGREEMENT.

10.1 SURPLUS MUNICIPAL WATER: NORMAN agrees to purchase from DEL CITY, on an annual basis **three hundred million (300,000,000) gallons** of Surplus Municipal Water. Payment to DEL CITY for the available Surplus Municipal Water will be required to be paid on or before December 1st of each year of the Agreement in the amount of \$204,000.00 per year. Each subsequent year thereafter will be increased by 1.5% inflation rate increase (as is stated in Section 16).

- a. DEL CITY will irrevocably sell to NORMAN each year of the contract, and NORMAN shall pay DEL CITY for three hundred million **(300,000,000) gallons** per year of Surplus Municipal Water, whether the water is used or not, at a rate of **sixty-eight cents (\$0.68) per 1,000 gallons**.
- b. If DEL CITY determines that three hundred million (300,000,000) gallons of Surplus Municipal Water is not available for the upcoming year due to emergency condition defined in Paragraph 13 herein, DEL CITY will notify NORMAN within 60 days prior to the start of the contract year. If DEL CITY determines that the Surplus Municipal Water available is less than three hundred million (300,000,000) gallons after NORMAN has made full payment in accordance with this paragraph due to an emergency condition defined in Paragraph 13 herein, DEL CITY will reimburse NORMAN at the rate paid by NORMAN for the water made unavailable by DEL CITY.

10.2. ON DEMAND SURPLUS MUNICIPAL WATER: DEL CITY agrees to sell, and COMCD agrees to convey, to NORMAN, and NORMAN shall pay DEL CITY for On Demand Surplus Municipal Water on an as needed basis at the rate of

one dollar and **thirty-six cents (\$1.36) per 1,000 gallons**. On Demand Surplus Municipal Water is defined as available Surplus Municipal Water **in excess of three hundred million (300,000,000) gallons**. The minimum requested amount of On Demand Surplus Water shall be more than **fifty million (50,000,000) gallons**, and would be in addition to the purchased Surplus Municipal Water. The maximum amount of On Demand Surplus Municipal Water that can be requested per year is **two hundred million (200,000,000) gallons** and would be in addition to purchased Surplus Municipal Water. Use of On Demand Surplus Municipal Water would require NORMAN to request in writing the use of this water and DEL CITY to approve in writing the use of this water prior to the sale and use of any On Demand Surplus Municipal Water. Use of such water shall be in increments no less than fourteen 24-hour consecutive days. NORMAN shall pay DEL CITY in full within 60 days of each month for the use of any On Demand Surplus Municipal Water. DEL CITY may curtail or cancel the use of On Demand Surplus Municipal Water at their sole discretion.

11. BILLING AND WATER USAGE STATEMENTS: DEL CITY will provide invoice receipt for NORMAN after receiving payment for the purchase of Surplus Municipal Water. COMCD provides monthly usage statements and charts which reflect the current status of allocated water including yearly allocation, Surplus Municipal Water allocations, and On Demand Surplus allocations. COMCD will revise their monthly usage statement and charts upon written notification from the cities. NORMAN will request in writing to DEL CITY and COMCD of their desire to purchase the quantity of On Demand Surplus Water if needed. DEL CITY will invoice NORMAN for requested and approved water purchases shown on COMCD monthly usage statement and charts. During times when On Demand Surplus Water has been purchased by NORMAN, COMCD shall consider all water used thereafter, up to the amount of On Demand Surplus Water purchased, to be On Demand Surplus Water. The time period for the accounting of On Demand Surplus Water shall be in 24 hour day increments, beginning and ending at midnight each day. NORMAN will pay to DEL CITY the amount stated in the billing statements sent to NORMAN within sixty (60) days of the receipt of each such billing statement.

12. DEL CITY AND NORMAN USE OF TEMPORARY WATER: DEL CITY and NORMAN shall retain full rights to use temporary water in accordance with applicable contracts with COMCD.

13. EMERGENCY CONDITIONS: This AGREEMENT defines emergency conditions as follows:

13.1 COMCD determination of emergency conditions, includes but are not limited to, droughts, contamination, weather events, etc.

13.2 DEL CITY determination of emergency conditions, includes but are not limited to, droughts, contamination, terrorism, weather events, two or more DEL CITY water wells unable to produce drinking water, catastrophic infrastructure damage, large grass and structure fires, major acts of God, etc.

14. TAX PROVISIONS: NORMAN acknowledges that DEL CITY has advised NORMAN that the requirements of the Internal Revenue Code of 1986 and regulations adopted thereunder (collectively, the "Code") applicable to obligations issued and to be issued by DEL CITY to finance water facilities must be complied with in order for interest on such obligations to be and remain exempt from Federal income taxation. To ensure and maintain compliance with such Code requirements, DEL CITY/NORMAN makes the following covenants:

- a. NORMAN will not sell any water purchased under this Agreement in any manner that would cause such sale to result in any facility of DEL CITY being deemed to be used for a private business under the Code.
- b. NORMAN currently provides service to the University of Oklahoma who provides service to other tenants or users on their premises. NORMAN will not resell any water purchased under this Agreement, whether directly or as a part of a sale of water from NORMAN's water system, to a wholesale purchaser for resale by such purchaser other than to the University of Oklahoma.
- c. NORMAN will not enter into any agreement for water purchased under this AGREEMENT and resold to NORMAN'S retail customers except for arrangements for water sale that is available to the general public at either (i) no charge, or (ii) on the basis of rates that are generally applicable and uniformly applied, it being understood that for this purpose, rates may be treated as general applicable and uniformly applied, it being understood that for this purpose, rates may be treated as generally applicable and uniformly applied even if (x) different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or (y) a specially negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates and the rates established are as comparable as reasonably possible to the generally applicable rates.
- d. NORMAN will not enter into any arrangement for water purchased under this AGREEMENT and resold to NORMAN'S retail customers that conveys priority rights or other preferential benefits or that would obligate any retail customers to make payments that are not contingent on the amount of water purchased by such customer such as take or pay or take and pay contracts.
- e. In the event such Code requirements, or interpretations thereof, change after the date hereof, any or all of the foregoing may be modified, by notice in writing from DEL CITY to NORMAN based on the advice of counsel, to reflect such changes.
- f. NORMAN represents and confirms that the Norman Utilities Authority is a public trust created and existing under the laws of the State of

Oklahoma for the benefit of the City of Norman, Oklahoma, and covenants that it will continue to be such a public trust for the term of this AGREEMENT. NORMAN further represents and confirms that it is exempt and will remain exempt from Federal income taxation for the term of this AGREEMENT and, by virtue of such exemption, has not filed or paid and will not file or pay any Federal income tax returns for the term of this Agreement.

15. LIABILITY: Having considered the potential liabilities that may exist during the performance of the services, the NORMAN fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, DEL CITY, NORMAN and COMCD agree to allocate and limit such liabilities in accordance with this Article to the extent permitted by Oklahoma statutes, constitution, and case law.

15.1 Consequential Damages. To the extent permitted by Oklahoma statutes, constitution, and case law, DEL CITY shall not be liable to NORMAN or COMCD, NORMAN shall not be liable to DEL CITY or COMCD, and COMCD shall not be liable to DEL CITY or NORMAN for any special, indirect or consequential damages resulting in any way from the performance of this AGREEMENT.

15.2 Remedies and Indemnification for Breach of Tax Covenants. The parties agree that (a) the provisions of Paragraph 15. of this AGREEMENT constitute material terms and conditions of this Agreement; (b) COMCD, DEL CITY each has the right to terminate this Agreement by giving thirty (30) days written notice to NORMAN in the event DEL CITY or COMCD determines, in good faith, that Norman has breached any part of Paragraph 15. of this AGREEMENT; and (c) because of the importance to DEL CITY of preserving the tax-exempt treatment of the interest on its obligations, determinations by the DEL CITY, in good faith, as to NORMAN'S compliance with the provisions of Paragraph 14 and its subparts herein shall be conclusive. Notwithstanding the foregoing, NORMAN agrees to indemnify and hold harmless DEL CITY for all costs incurred by DEL CITY, including reasonable fees of counsel and other professional, with respect to any action required to be taken by DEL CITY to prevent, defend or settle any threatened, preliminary or final action or investigation by the Internal Revenue Service questioning or attacking the tax-exempt status under the Code of the interest on obligations issued by DEL CITY arising from any violation by NORMAN of Paragraph 14 and its subparts herein, except to the extent such violation results from any sale or resale approved in writing by DEL CITY in its sole discretion. Any provisions contained herein which provide for indemnification shall not apply to the United States in the event that it or one of its agencies becomes a successor in interest to NORMAN. This Section shall survive the expiration or earlier termination of this Agreement.

- 15.3 Survival. Upon completion of all obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason, the terms and conditions of this Paragraph 15 and all its subparagraphs shall survive.

16. TERM OF AGREEMENT: The initial term of this AGREEMENT is from October 1, 2024 to September 30, 2025. Then the term shall be from October 1 through September 30 each year. It is the intent of the parties to have this Agreement in place for ten (10) years, including the initial term with expiration on September 30, 2034, subject to DEL CITY, COMCD and NORMAN approval. At the renewal of each contract year, the price for Surplus Municipal Water and On Demand Surplus Water will increase by 1.5% over the previous year. The foregoing notwithstanding, the provision of Surplus Municipal Water or On Demand Surplus Municipal Water by COMCD to NORMAN may be terminated for failure to timely pay for such water as provided in this AGREEMENT. This Agreement is meant to be a utilized Agreement.

17. FORCE MAJEURE: Neither DEL CITY, COMCD, or NORMAN shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For the purposes of this AGREEMENT, such circumstances include, but are not limited to: abnormal weather conditions; unforeseen emergency causing infrastructure failure; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits; licenses; or authorization from any local, state, or federal agency for anything required to be provided by either DEL CITY, COMCD, or NORMAN under this AGREEMENT.

18. NONPERFORMANCE: Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

19. COMMUNICATION: Any communication required by this AGREEMENT shall be made in writing to the addresses specified below:

NORMAN: Norman Utilities Authority
ATTN: Director of Utilities
225 N. Webster Ave
Norman, OK 73070-0370

And

City Attorney
City of Norman
201 W. Gray Street
Norman, OK 73069
City.attorney@normanok.gov

CITY OF DEL CITY: Del City Municipal Services Authority
P.O. Box 15177

Del City, OK 73155
Attn: Trust Manager

And

City Attorney

City of Del City
3701 SE 15th Street
Del City, OK 73115
legal@cityofdelcity.org

COMCD:

Central Oklahoma Master Conservancy District
ATTN: General Manager
12500 Alameda Drive
Norman, OK 73026

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of NORMAN, DEL CITY and COMCD.

20. WAIVER OF BREACH: Any waiver by DEL CITY, NORMAN, or COMCD of any breach of this AGREEMENT shall be in writing. Such waiver shall not affect the waiving party's right with respect to any other or further breach.

21. SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

22. AMENDMENT: This AGREEMENT represents the entire and integrated AGREEMENT between NORMAN, DEL CITY and COMCD. Except as otherwise specified herein, this AGREEMENT supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT may only be changed by written amendment executed by both parties.

23. CITY CONTRACTS WITH COMCD: Nothing in this AGREEMENT supersedes, amends, or abrogates any of the provisions of the Del City contract with COMCD or the Norman contract with COMCD.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, NORMAN, DEL CITY and COMCD have executed this AGREEMENT.

NORMAN UTILITIES AUTHORITY

Approved by NORMAN this _____ day of _____, 2024.

NORMAN UTILITIES AUTHORITY

ATTEST:

By: _____
_____, Chairman

_____, Secretary

Reviewed this _____ day of _____, 2024.

General Counsel for Norman Utilities Authority

CITY OF DEL CITY/DEL CITY MUNICIPAL SERVICES AUTHORITY

Approved by DEL CITY MUNICIPAL SERVICES AUTHORITY this _____ day of _____, 2024.

DEL CITY MUNICIPAL SERVICES
AUTHORITY

ATTEST:

By: _____
_____, Chairman

_____, Secretary

Reviewed this _____ day of _____, 2024.

Attorney for Del City Municipal Services Authority

CITY OF DEL CITY

ATTEST:

By: _____
_____, Mayor

_____, City Clerk

Reviewed this _____ day of _____, 2024.

Attorney for City of Del City

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

Approved by COMCD this _____ day of _____, 2024.

CENTRAL OKLAHOMA MASTER
CONSERVANCY DISTRICT

ATTEST:

By: _____
_____, President

_____, Secretary

Reviewed this _____ day of _____, 2024.

Attorney for COMCD

Item C.5.

Central Oklahoma Master Conservancy District

Balance Sheet As of April 30, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1022-BANCFIRST #0014	313,735.17
1023-BANCFIRST #3940	150,001.23
1050-LPL FINANCIAL	0.00
1051-LPL ACCT# -2885 AT MARKET	3,952,787.90
1052-LPL ACCRUED INTEREST	28,143.13
Total 1050-LPL FINANCIAL	3,980,931.03
Total Bank Accounts	\$4,444,667.43
Accounts Receivable	
1900-ASSESSMENTS RECEIVABLE	0.00
1905-MIDWEST CITY	70,821.64
Total 1900-ASSESSMENTS RECEIVABLE	70,821.64
Total Accounts Receivable	\$70,821.64
Other Current Assets	
1919-T BILLS	1,558,955.21
1920.1-(BANC1ST)DWSRF ESCROW	8,744.83
1920.2-(BANC1ST)PIPELINE ESCROW	43,459.66
Total Other Current Assets	\$1,611,159.70
Total Current Assets	\$6,126,648.77
Fixed Assets	
2000-WATER SUPPLY ASSETS	
BUILDING AND STRUCTURES	54,811.23
DAM AND RESERVOIR	4,605,177.00
EQUIPMENT AND FENCE	31,209.74
NEW DEL CITY PIPELINE	6,847,316.73
PIPELINE	4,269,078.92
PUMPING PLANT	1,593,951.30
Total 2000-WATER SUPPLY ASSETS	17,401,544.92
2010-TRANSFERRED FROM BUREC	
OFFICE FURNITURE & FIXTURES	1,326.00
SHOP TOOLS	853.00
Total 2010-TRANSFERRED FROM BUREC	2,179.00
2020-OTHER PURCHASED ASSETS	
BUILDINGS,STRUCTURES & ROADS	1,210,463.12
OFFICE EQUIPMENT	110,083.83
PLANT AND DAM EQUIPMENT	5,343,901.87
VEHICLES AND BOATS	733,808.83
Total 2020-OTHER PURCHASED ASSETS	7,398,257.65
2030-ALLOWANCE FOR DEPRECIATION	-11,167,460.13
Total Fixed Assets	\$13,634,521.44
Other Assets	

	TOTAL
DEBT ISSUANCE COSTS	35,969.00
DEFERRED OUTFLOWS-PENSION	519,381.02
DWSRF REPYMTS DUE	
DEL CITY PIPELINE	4,370,589.61
ENERGY PROJECT	304,411.70
Total DWSRF REPYMTS DUE	4,675,001.31
NET PENSION ASSET	221,911.00
Total Other Assets	\$5,452,262.33
TOTAL ASSETS	\$25,213,432.54
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
4000-CURRENT CLAIMS PAYABLE	41,187.15
Total Accounts Payable	\$41,187.15
Credit Cards	
Derek Underwood CC 8490	1,707.23
James Neyman CC 7590	152.46
Kyle Arthur CC 1984	5,669.05
Steve McKinney CC 7608	243.56
Tim Carr CC 2834	473.60
Total Credit Cards	\$8,245.90
Other Current Liabilities	
4000.2-MISC PENSION PAYABLES	3,717.38
4002-DWSRF INTEREST PAYABLE	
4002.2 DEL CITY PIPELINE	6,105.59
Total 4002-DWSRF INTEREST PAYABLE	6,105.59
4010-PAYROLL LIABILITIES	0.00
4011.1-SOCIAL SECURITY PAYABLE	-267.52
4011.2-MEDICARE PAYABLE	-73.46
4014-RETIREMENT PLAN PAYABLE	5,918.95
4016-GROUP INSURANCE PAYABLE	527.86
Total 4010-PAYROLL LIABILITIES	6,105.83
4017-COMPENSATED ABSENCES	29,121.11
4200-DEFERRED INFLOWS-PENSION	389,571.00
Total Other Current Liabilities	\$434,620.91
Total Current Liabilities	\$484,053.96
Long-Term Liabilities	
4020-CONTRACTS PAYABLE	
4055-DWSRF LOAN (ENERGY)	
4075-DWSRF LOAN (ENERGY)	237,102.60
Total 4055-DWSRF LOAN (ENERGY)	237,102.60
4080-DWSRF LOAN (PIPELINE)	0.00
4085-DWSRF LOAN (PIPELINE)	4,480,377.04
Total 4080-DWSRF LOAN (PIPELINE)	4,480,377.04
CWSRF LOAN (CEC)	7,500.00
Total 4020-CONTRACTS PAYABLE	4,724,979.64
Total Long-Term Liabilities	\$4,724,979.64

	TOTAL
Total Liabilities	\$5,209,033.60
Equity	
4806.5 UNRESTRICTED SURPLUS	15,890,664.25
4807-UNRESTRICTED SURPLUS	45,737.88
4808-FYE '23 ADJUSTS-PRIOR YRS	15,936,402.13
Total 4806.5 UNRESTRICTED SURPLUS	4,361,782.62
Retained Earnings	-293,785.81
Net Income	\$20,004,398.94
Total Equity	\$25,213,432.54
TOTAL LIABILITIES AND EQUITY	

Note

Prepared by Paxus CPA Group. No assurance provided.

Central Oklahoma Master Conservancy District
Profit and Loss
July 2023 - April 2024

	Feb 2024	Mar 2024	Apr 2024	Total Fiscal Year
Income				
4900-ASSESSMENTS				
4901-MUNI SHARE, OPERATING COST				
4902-DEL CITY	15,514.25	15,514.25	15,514.25	155,142.50
4903-MIDWEST CITY	39,669.50	39,669.50	39,669.50	396,695.00
4904-NORMAN	43,008.00	43,008.00	43,008.00	430,080.00
Total 4901-MUNI SHARE, OPERATING COST	\$98,191.75	\$98,191.75	\$98,191.75	\$981,917.50
4905-MUNI SHARE, POWER				
4906-DEL CITY	5,906.46	5,302.38	4,879.56	52,716.91
4907-MIDWEST CITY	19,785.21	15,855.11	16,249.37	223,429.45
4908-NORMAN	10,032.22	14,553.81	15,945.66	212,872.48
Total 4905-MUNI SHARE, POWER	\$35,723.89	\$35,711.30	\$37,074.59	\$489,018.84
Total 4900-ASSESSMENTS	\$133,915.64	\$133,903.05	\$135,266.34	\$1,470,936.34
4921--BOAT DOCK RENT INCOME	600.00	600.00	600.00	6,000.00
4923-INVEST INT DIVS & GAINS	10,246.09	15,633.54	11,459.31	125,884.50
4927-TEMPORARY WATER SURCHARGE				6,644.80
4936-OK DEPARTMENT OF TOURISM & REC (OTRD)				17,171.00
Total Income	\$144,761.73	\$150,136.59	\$147,325.65	\$1,626,636.64
Gross Profit	\$144,761.73	\$150,136.59	\$147,325.65	\$1,626,636.64
Expenses				
5000-PERSONNEL				
5000.1-EMPLOYEES' WAGES	43,273.92	44,703.89	43,409.86	446,187.27
5009-EMPLOYEES' RETIREMENT	4,552.90	4,557.14	4,561.38	47,127.79
5011-PAYROLL TAXES	3,748.14	3,679.74	3,556.42	36,999.82
5012-TRAINING, EDUCATION&TRAVEL	747.95		235.10	5,963.44
5013-UNIFORM & BOOTS ALLOWANCE	45.96	500.81		1,565.71
5014-EMPLOYEE HEALTH, ETC, INS.	4,725.68	4,725.68	4,725.68	46,174.94
5015-WORKMEN'S COMPENSATION	10,987.00			10,987.00
Total 5000-PERSONNEL	\$68,081.55	\$58,167.26	\$56,488.44	\$595,005.97
5100-MAINTENANCE				
5101-PLANT& DAM R&M, SUPPLIES	11,944.85	25,991.54	11,920.75	74,540.32
5103-VEHICLE OPS, R&M	1,266.60	271.37	1,298.38	10,566.12
5104-BUILDINGS ROADS & GROUNDS	259.34	174.53	8,272.51	14,677.05
5106-EQUIPMENT R&M, RENTAL	1,113.42	969.80	4,216.78	28,528.55
5109-BOATHOUSE MAINTENANCE				2,623.76
Total 5100-MAINTENANCE	\$14,584.21	\$27,407.24	\$25,708.42	\$130,935.80
5200-UTILITIES				
5201-TELEPHONE,PAGING,IT SERVIC	2,074.24	1,921.28	2,197.45	19,105.96

5202-RELIFT PLANT TELEPHONE			36.99	36.99
5204-ELECTRICITY	1,129.35	965.04	613.82	8,070.58
5205-PROPANE			425.00	1,818.00
5206-WASTE REMOVAL	97.32	97.32	124.20	1,000.08
Total 5200-UTILITIES	<u>\$3,300.91</u>	<u>\$2,983.64</u>	<u>\$3,397.46</u>	<u>\$30,031.61</u>
5300-INSURANCE AND BONDS				
5301-INSURANCE		2,690.00	85,046.00	92,976.00
Total 5300-INSURANCE AND BONDS	<u>\$0.00</u>	<u>\$2,690.00</u>	<u>\$85,046.00</u>	<u>\$92,976.00</u>
5400-ADMINISTRATIVE EXPENSE				
5401-OFFICE SUPPLIES, MATERIALS	476.23	1,941.20	2,045.98	14,706.08
5404-WATERSHED IMPROVEMENT (LTWA)				25,000.00
Total 5400-ADMINISTRATIVE EXPENSE	<u>\$476.23</u>	<u>\$1,941.20</u>	<u>\$2,045.98</u>	<u>\$39,706.08</u>
5500-PROFESSIONAL SERVICES				
5501-LEGAL		2,200.00	800.00	6,760.00
5502-ACCOUNTING AND AUDIT	1,073.14	1,085.77	929.07	33,520.88
5503-CONSULTANTS AND ENGINEERS	5,024.48			16,624.44
Total 5500-PROFESSIONAL SERVICES	<u>\$6,097.62</u>	<u>\$3,285.77</u>	<u>\$1,729.07</u>	<u>\$56,905.32</u>
5600-WATER QUALITY SERVICES				
5601-STREAM GAUGING (OWRB)				13,100.00
Total 5600-WATER QUALITY SERVICES	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$13,100.00</u>
5800-PUMPING POWER	35,723.89	35,711.30	37,074.59	489,018.85
Total Expenses	<u>\$128,264.41</u>	<u>\$132,186.41</u>	<u>\$211,489.96</u>	<u>\$1,447,679.63</u>
Net Operating Income	<u>\$16,497.32</u>	<u>\$17,950.18</u>	<u>-\$64,164.31</u>	<u>\$178,957.01</u>
Other Income				
4920-OTHER REVENUES				
4921.5-MISCELLANEOUS RECEIPTS				7,649.06
4930-SECURITIES VALUE ADJUSTS	-5,983.48	23,941.91	-47,488.85	58,364.54
4931-WATER RESOURCE BD GRANTS CEC	86,203.17			86,203.17
4934-OWRB ARPA FUNDS			177,503.00	338,573.00
4935 INTEREST INCOME	3,418.89	12,476.32	15,611.11	89,933.31
Total 4920-OTHER REVENUES	<u>\$83,638.58</u>	<u>\$36,418.23</u>	<u>\$145,625.26</u>	<u>\$580,723.08</u>
Total Other Income	<u>\$83,638.58</u>	<u>\$36,418.23</u>	<u>\$145,625.26</u>	<u>\$580,723.08</u>
Other Expenses				
5825-NON BUDGETED EXPENSES		250.00		250.00
5833-CEC PROJECT	8,935.01		89,141.75	169,650.93
5834-ARPA PROJECT	684.56	178,243.00	560.00	342,777.60
5837 MOTOR REFURBISHMENT		7,880.37		31,265.90
5838-OFFICE BACK-UP POWER		483.76	7,376.24	41,598.07
5980 T BILL FEE	25.00	25.00	25.00	175.00
6000-DEPRECIATION	46,774.84	46,774.84	46,774.84	467,748.40
Total 5825-NON BUDGETED EXPENSES	<u>\$56,419.41</u>	<u>\$233,656.97</u>	<u>\$143,877.83</u>	<u>\$1,053,465.90</u>
Total Other Expenses	<u>\$56,419.41</u>	<u>\$233,656.97</u>	<u>\$143,877.83</u>	<u>\$1,053,465.90</u>
Net Other Income	<u>\$27,219.17</u>	<u>-\$197,238.74</u>	<u>\$1,747.43</u>	<u>-\$472,742.82</u>
Net Income	<u>\$43,716.49</u>	<u>-\$179,288.56</u>	<u>-\$62,416.88</u>	<u>-\$293,785.81</u>

Note

Prepared by Paxus CPA Group. No assurance provided.

Tuesday, May 14, 2024 09:45:53 AM GMT-7 - Accrual Basis

Central Oklahoma Master Conservancy District
Budget vs. Actuals: FY_2023_2024 - FY24 P&L
July 2023 - April 2024

	Feb 2024			Mar 2024			Apr 2024			Total Fiscal Year		
	Actual	Budget	over Budget	Actual	Budget	over Budget	Actual	Budget	over Budget	Actual	Budget	over Budget
Income												
4900-ASSESSMENTS												
4901-MUNI SHARE, OPERATING COST												
4902-DEL CITY	15,514.25	15,514.25	0.00	15,514.25	15,514.25	0.00	15,514.25	15,514.25	0.00	155,142.50	155,142.50	0.00
4903-MIDWEST CITY	39,669.50	39,669.50	0.00	39,669.50	39,669.50	0.00	39,669.50	39,669.50	0.00	396,695.00	396,695.00	0.00
4904-NORMAN	43,008.00	43,008.00	0.00	43,008.00	43,008.00	0.00	43,008.00	43,008.00	0.00	430,080.00	430,080.00	0.00
Total 4901-MUNI SHARE, OPERATING COST	\$98,191.75	\$98,191.75	\$0.00	\$98,191.75	\$98,191.75	\$0.00	\$98,191.75	\$98,191.75	\$0.00	\$981,917.50	\$981,917.50	\$0.00
4905-MUNI SHARE, POWER												
4906-DEL CITY	5,906.46	5,906.46	0.00	5,302.38	5,302.38	0.00	4,879.56	4,879.56	0.00	52,716.91	52,716.91	0.00
4907-MIDWEST CITY	19,785.21	19,785.21	0.00	15,855.11	15,855.11	0.00	16,249.37	16,249.37	0.00	223,429.45	223,429.45	0.00
4908-NORMAN	10,032.22	10,032.22	0.00	14,553.81	14,553.81	0.00	15,945.66	15,945.66	0.00	212,872.48	212,872.48	0.00
Total 4905-MUNI SHARE, POWER	\$35,723.89	\$35,723.89	\$0.00	\$35,711.30	\$35,711.30	\$0.00	\$37,074.59	\$37,074.59	\$0.00	\$489,018.84	\$489,018.84	\$0.00
Total 4900-ASSESSMENTS	\$133,915.64	\$133,915.64	\$0.00	\$133,903.05	\$133,903.05	\$0.00	\$135,266.34	\$135,266.34	\$0.00	\$1,470,936.34	\$1,470,936.34	\$0.00
4921-BOAT DOCK RENT INCOME	600.00	600.00	0.00	600.00	600.00	0.00	600.00	600.00	0.00	6,000.00	6,000.00	0.00
4923-INVEST INT DIVS & GAINS	10,246.09	10,416.67	-170.58	15,833.54	10,416.67	5,216.87	11,459.31	10,416.67	1,042.64	125,884.50	104,166.70	21,717.80
4927-TEMPORARY WATER SURCHARGE										6,644.80	6,644.80	
4936-OK DEPARTMENT OF TOURISM & REC (OTRD)										17,171.00	17,171.00	
Total Income	\$144,761.73	\$144,932.31	-\$170.58	\$150,136.59	\$144,919.72	\$5,216.87	\$147,325.65	\$146,283.01	\$1,042.64	\$1,626,636.64	\$1,604,918.84	\$21,717.80
Gross Profit	\$144,761.73	\$144,932.31	-\$170.58	\$150,136.59	\$144,919.72	\$5,216.87	\$147,325.65	\$146,283.01	\$1,042.64	\$1,626,636.64	\$1,604,918.84	\$21,717.80
Expenses												
5000-PERSONNEL												
5000.1-EMPLOYEES' WAGES	43,273.92	44,628.58	-1,354.66	44,703.89	44,628.58	75.31	43,409.86	44,628.58	-1,218.72	446,187.27	446,285.80	-98.53
5009-EMPLOYEES' RETIREMENT	4,552.90	3,992.75	560.15	4,557.14	3,992.75	564.39	4,561.38	3,992.75	568.63	47,127.79	39,927.50	7,200.29
5010-DIRECTORS' EXPENSES		416.67	-416.67		416.67	-416.67		416.67	-416.67	0.00	4,166.70	-4,166.70
5011-PAYROLL TAXES	3,748.14	3,414.08	334.06	3,679.74	3,414.08	265.66	3,556.42	3,414.08	142.34	36,999.82	34,140.80	2,859.02
5012-TRAINING, EDUCATION&TRAVEL	747.95	958.33	-210.38		958.33	-958.33	235.10	958.33	-723.23	5,963.44	9,583.30	-3,619.86
5013-UNIFORM & BOOTS ALLOWANCE	45.96	258.33	-212.37	500.81	258.33	242.48		258.33	-258.33	1,565.71	2,583.30	-1,017.59
5014-EMPLOYEE HEALTH, ETC, INS.	4,725.68	4,646.08	79.60	4,725.68	4,646.08	79.60	4,725.68	4,646.08	79.60	46,174.94	46,460.80	-285.86
5015-WORKMEN'S COMPENSATION	10,987.00	15,000.00	-4,013.00		0.00	0.00		0.00	0.00	10,987.00	15,000.00	-4,013.00
Total 5000-PERSONNEL	\$68,081.55	\$73,314.82	-\$5,233.27	\$58,167.26	\$58,314.82	-\$147.56	\$56,488.44	\$58,314.82	-\$1,826.38	\$595,005.97	\$598,148.20	-\$3,142.23
5100-MAINTENANCE												
5101-PLANT& DAM R&M, SUPPLIES	11,944.85	10,666.67	1,278.18	25,991.54	10,666.67	15,324.87	11,920.75	10,666.67	1,254.08	74,540.32	113,311.50	-38,771.18
5103-VEHICLE OPS, R&M	1,266.60	2,083.33	-816.73	271.37	2,083.33	-1,811.96	1,298.38	2,083.33	-784.95	10,566.12	20,833.30	-10,267.18
5104-BUILDINGS ROADS & GROUNDS	259.34	1,458.33	-1,198.99	174.53	1,458.33	-1,283.80	8,272.51	1,458.33	6,814.18	14,877.05	14,583.30	93.75
5106-EQUIPMENT R&M, RENTAL	1,113.42	3,722.58	-2,609.16	969.80	3,722.58	-2,752.78	4,216.78	3,722.58	494.20	28,528.55	37,225.80	-8,697.25
5109-BOATHOUSE MAINTENANCE		600.00	-600.00		600.00	-600.00		600.00	-600.00	2,623.76	6,000.00	-3,376.24
Total 5100-MAINTENANCE	\$14,584.21	\$18,530.91	-\$3,946.70	\$27,407.24	\$18,530.91	\$8,876.33	\$25,708.42	\$18,530.91	\$7,177.51	\$130,935.80	\$191,953.90	-\$61,018.10
5200-UTILITIES												

5201-TELEPHONE,PAGING,IT SERVIC	2,074.24	2,333.33	-259.09	1,921.28	2,333.33	-412.05	2,197.45	2,333.33	-135.88	19,105.96	23,333.30	-4,227.34
5202-RELIFT PLANT TELEPHONE							36.99		36.99	36.99		36.99
5204-ELECTRICITY	1,129.35	708.33	421.02	965.04	708.33	256.71	613.82	708.33	-94.51	8,070.58	7,083.30	987.28
5205-PROPANE		350.00	-350.00		350.00	-350.00	425.00	350.00	75.00	1,818.00	3,500.00	-1,682.00
5206-WASTE REMOVAL	97.32	108.17	-10.85	97.32	108.17	-10.85	124.20	108.17	16.03	1,000.08	1,081.70	-81.62
Total 5200-UTILITIES	\$3,300.91	\$3,499.83	-\$198.92	\$2,983.64	\$3,499.83	-\$516.19	\$3,397.46	\$3,499.83	-\$102.37	\$30,031.61	\$34,998.30	-\$4,966.69
5300-INSURANCE AND BONDS												
5301-INSURANCE		6,916.67	-6,916.67	2,690.00	6,916.67	-4,226.67	85,046.00	6,916.67	78,129.33	92,976.00	69,166.70	23,809.30
5305-TREASURER &EMPLOYEE BONDS		20.83	-20.83		20.83	-20.83		20.83	-20.83	0.00	208.30	-208.30
Total 5300-INSURANCE AND BONDS	\$0.00	\$6,937.50	-\$6,937.50	\$2,690.00	\$6,937.50	-\$4,247.50	\$85,046.00	\$6,937.50	\$78,108.50	\$92,976.00	\$69,375.00	\$23,601.00
5400-ADMINISTRATIVE EXPENSE												
5401-OFFICE SUPPLIES, MATERIALS	476.23	1,531.25	-1,055.02	1,941.20	1,531.25	409.95	2,045.98	1,531.25	514.73	14,706.08	15,312.50	-606.42
5404-WATERSHED IMPROVEMENT (LTWA)										25,000.00	25,000.00	
Total 5400-ADMINISTRATIVE EXPENSE	\$476.23	\$1,531.25	-\$1,055.02	\$1,941.20	\$1,531.25	\$409.95	\$2,045.98	\$1,531.25	\$514.73	\$39,706.08	\$40,312.50	-\$606.42
5500-PROFESSIONAL SERVICES												
5501-LEGAL		1,458.33	-1,458.33	2,200.00	1,458.33	741.67	800.00	1,458.33	-658.33	6,760.00	14,583.30	-7,823.30
5502-ACCOUNTING AND AUDIT	1,073.14	4,333.33	-3,260.19	1,085.77	4,333.33	-3,247.56	929.07	4,333.33	-3,404.26	33,520.88	43,333.30	-9,812.42
5503-CONSULTANTS AND ENGINEERS	5,024.48	5,833.33	-808.85		5,833.33	-5,833.33		5,833.33	-5,833.33	16,624.44	58,333.30	-41,708.86
Total 5500-PROFESSIONAL SERVICES	\$6,097.62	\$11,624.99	-\$5,527.37	\$3,285.77	\$11,624.99	-\$8,339.22	\$1,729.07	\$11,624.99	-\$9,895.92	\$56,905.32	\$116,249.90	-\$59,344.58
5600-WATER QUALITY SERVICES												
5601-STREAM GAUGING (OWRB)										13,100.00	12,400.00	700.00
5603-WATER QUALITY MONITORING		3,333.33	-3,333.33		3,333.33	-3,333.33		3,333.33	-3,333.33		33,333.30	-33,333.30
Total 5600-WATER QUALITY SERVICES	\$ 0.00	\$ 3,333.33	-\$ 3,333.33	\$ 0.00	\$ 3,333.33	-\$ 3,333.33	\$ 0.00	\$ 3,333.33	-\$ 3,333.33	\$ 13,100.00	\$ 45,733.30	-\$ 32,633.30
5800-PUMPING POWER	35,723.89	35,723.89	0.00	35,711.30	35,711.30	0.00	37,074.59	37,074.59	0.00	489,018.85	489,018.84	0.01
5950-ASSET PURCHASES & RESERVES		2,500.00	-2,500.00		2,500.00	-2,500.00		2,500.00	-2,500.00	0.00	25,000.00	-25,000.00
Total Expenses	\$128,264.41	\$156,996.52	-\$28,732.11	\$132,186.41	\$141,983.93	-\$9,797.52	\$211,489.96	\$143,347.22	\$68,142.74	\$1,447,679.63	\$1,610,789.94	-\$163,110.31
Net Operating Income	\$16,497.32	-\$12,064.21	\$28,561.53	\$17,950.18	\$2,935.79	\$15,014.39	-\$64,164.31	\$2,935.79	-\$67,100.10	\$178,957.01	-\$5,871.10	\$184,828.11
Other Income												
4920-OTHER REVENUES												
4921.5-MISCELLANEOUS RECEIPTS										7,649.06	0.00	7,649.06
4930-SECURITIES VALUE ADJUSTS	-5,983.48		-5,983.48	23,941.91		23,941.91	-47,488.85		-47,488.85	58,364.54	0.00	58,364.54
4931-WATER RESOURCE BD GRANTS CEC	86,203.17		86,203.17			0.00			0.00	86,203.17	0.00	86,203.17
4934-OWRB ARPA FUNDS			0.00			0.00	177,503.00		177,503.00	338,573.00	0.00	338,573.00
4935 INTEREST INCOME	3,418.89		3,418.89	12,476.32		12,476.32	15,611.11		15,611.11	89,933.31	0.00	89,933.31
Total 4920-OTHER REVENUES	\$83,638.58	\$0.00	\$83,638.58	\$36,418.23	\$0.00	\$36,418.23	\$145,625.26	\$0.00	\$145,625.26	\$580,723.08	\$0.00	\$580,723.08
Total Other Income	\$83,638.58	\$0.00	\$83,638.58	\$36,418.23	\$0.00	\$36,418.23	\$145,625.26	\$0.00	\$145,625.26	\$580,723.08	\$0.00	\$580,723.08
Other Expenses												
5825-NON BUDGETED EXPENSES				250.00		250.00				250.00		250.00
5833-CEC PROJECT	8,935.01	61,672.33	-52,737.32		61,672.33	-61,672.33	89,141.75	61,672.33	27,469.42	169,650.93	616,723.30	-447,072.37
5834-ARPA PROJECT	684.56	73,828.91	-73,144.35	178,243.00	73,828.91	104,414.09	560.00	73,828.91	-73,268.91	342,777.60	738,289.10	-395,511.50
5837 MOTOR REFURBISHMENT		2,605.49	-2,605.49	7,880.37	2,605.49	5,274.88		2,605.49	-2,605.49	31,265.90	26,054.90	5,211.00
5838-OFFICE BACK-UP POWER		4,166.67	-4,166.67	483.76	4,166.67	-3,682.91	7,376.24	4,166.67	3,209.57	41,598.07	41,666.70	-68.63
5980 T BILL FEE	25.00		25.00	25.00		25.00	25.00		25.00	175.00	0.00	175.00
6000-DEPRECIATION	46,774.84		46,774.84	46,774.84		46,774.84	46,774.84		46,774.84	467,748.40	0.00	467,748.40
Total 5825-NON BUDGETED EXPENSES	\$56,419.41	\$142,273.40	-\$85,853.99	\$233,656.97	\$142,273.40	\$91,383.57	\$143,877.83	\$142,273.40	\$1,604.43	\$1,053,465.90	\$1,422,734.00	-\$369,268.10
Total Other Expenses	\$56,419.41	\$142,273.40	-\$85,853.99	\$233,656.97	\$142,273.40	\$91,383.57	\$143,877.83	\$142,273.40	\$1,604.43	\$1,053,465.90	\$1,422,734.00	-\$369,268.10
Net Other Income	\$27,219.17	-\$142,273.40	\$169,492.57	-\$197,238.74	-\$142,273.40	-\$54,965.34	\$1,747.43	-\$142,273.40	\$144,020.83	-\$472,742.82	-\$1,422,734.00	\$949,991.18

Net Income	\$43,716.49	-\$154,337.61	\$198,054.10	-\$179,288.56	-\$139,337.61	-\$39,950.95	-\$62,416.88	-\$139,337.61	\$76,920.73	-\$293,785.81	-\$1,428,605.10	\$1,134,819.29
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Note
Prepared by Paxus CPA Group. No assurance provided.

Central Oklahoma Master Conservancy District

Balance Sheet As of May 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1022-BANCFIRST #0014	350,893.64
1023-BANCFIRST #3940	145,701.27
1050-LPL FINANCIAL	0.00
1051-LPL ACCT# -2885 AT MARKET	3,994,965.51
1052-LPL ACCRUED INTEREST	25,632.48
Total 1050-LPL FINANCIAL	4,020,597.99
Total Bank Accounts	\$4,517,192.90
Other Current Assets	
1919-T BILLS	1,558,955.21
1920.1-(BANC1ST)DWSRF ESCROW	16,764.64
1920.2-(BANC1ST)PIPELINE ESCROW	80,473.45
Total Other Current Assets	\$1,656,193.30
Total Current Assets	\$6,173,386.20
Fixed Assets	
2000-WATER SUPPLY ASSETS	
BUILDING AND STRUCTURES	54,811.23
DAM AND RESERVOIR	4,605,177.00
EQUIPMENT AND FENCE	31,209.74
NEW DEL CITY PIPELINE	6,847,316.73
PIPELINE	4,269,078.92
PUMPING PLANT	1,593,951.30
Total 2000-WATER SUPPLY ASSETS	17,401,544.92
2010-TRANSFERRED FROM BUREC	
OFFICE FURNITURE & FIXTURES	1,326.00
SHOP TOOLS	853.00
Total 2010-TRANSFERRED FROM BUREC	2,179.00
2020-OTHER PURCHASED ASSETS	
BUILDINGS,STRUCTURES & ROADS	1,210,463.12
OFFICE EQUIPMENT	110,083.83
PLANT AND DAM EQUIPMENT	5,325,780.87
VEHICLES AND BOATS	685,440.83
Total 2020-OTHER PURCHASED ASSETS	7,331,768.65
2030-ALLOWANCE FOR DEPRECIATION	-11,148,049.98
Total Fixed Assets	\$13,587,442.59
Other Assets	
DEBT ISSUANCE COSTS	35,969.00
DEFERRED OUTFLOWS-PENSION	519,381.02
DWSRF REPYMTS DUE	
DEL CITY PIPELINE	4,333,701.57
ENERGY PROJECT	308,585.90

	TOTAL
Total DWSRF REPYMTS DUE	4,642,287.47
NET PENSION ASSET	221,911.00
Total Other Assets	\$5,419,548.49
TOTAL ASSETS	\$25,180,377.28
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
4000-CURRENT CLAIMS PAYABLE	39,591.91
Total Accounts Payable	\$39,591.91
Credit Cards	
David Carpenter CC 7582	501.54
Derek Underwood CC 8490	1,744.19
James Neyman CC 7590	914.52
Kyle Arthur CC 1984	3,226.67
Steve McKinney CC 7608	1,559.75
Tim Carr CC 2834	1,715.33
Total Credit Cards	\$9,662.00
Other Current Liabilities	
4000.2-MISC PENSION PAYABLES	3,717.38
4002-DWSRF INTEREST PAYABLE	
4002.2 DEL CITY PIPELINE	18,316.77
Total 4002-DWSRF INTEREST PAYABLE	18,316.77
4010-PAYROLL LIABILITIES	0.00
4011.1-SOCIAL SECURITY PAYABLE	-267.52
4011.2-MEDICARE PAYABLE	-73.46
4014-RETIREMENT PLAN PAYABLE	5,919.39
4016-GROUP INSURANCE PAYABLE	190.96
Total 4010-PAYROLL LIABILITIES	5,769.37
4017-COMPENSATED ABSENCES	29,121.11
4200-DEFERRED INFLOWS-PENSION	389,571.00
Total Other Current Liabilities	\$446,495.63
Total Current Liabilities	\$495,749.54
Long-Term Liabilities	
4020-CONTRACTS PAYABLE	
4055-DWSRF LOAN (ENERGY)	
4075-DWSRF LOAN (ENERGY)	237,102.60
Total 4055-DWSRF LOAN (ENERGY)	237,102.60
4080-DWSRF LOAN (PIPELINE)	0.00
4085-DWSRF LOAN (PIPELINE)	4,480,377.04
Total 4080-DWSRF LOAN (PIPELINE)	4,480,377.04
CWSRF LOAN (CEC)	7,500.00
Total 4020-CONTRACTS PAYABLE	4,724,979.64
Total Long-Term Liabilities	\$4,724,979.64
Total Liabilities	\$5,220,729.18
Equity	
4806.5 UNRESTRICTED SURPLUS	
4807-UNRESTRICTED SURPLUS	15,890,664.25

	TOTAL
4808-FYE '23 ADJUSTS-PRIOR YRS	45,737.88
Total 4806.5 UNRESTRICTED SURPLUS	15,936,402.13
Retained Earnings	4,361,782.62
Net Income	-338,536.65
Total Equity	\$19,959,648.10
TOTAL LIABILITIES AND EQUITY	\$25,180,377.28

Note

Prepared by Paxus CPA Group. No assurance provided.

Central Oklahoma Master Conservancy District
Profit and Loss
July 2023 - May 2024

	Mar 2024	Apr 2024	May 2024	Fiscal Year Total
Income				
4900-ASSESSMENTS				
4901-MUNI SHARE, OPERATING COST				
4902-DEL CITY	\$15,514.25	\$15,514.25	\$15,514.25	\$170,656.75
4903-MIDWEST CITY	\$39,669.50	\$39,669.50	\$39,669.50	\$436,364.50
4904-NORMAN	\$43,008.00	\$43,008.00	\$43,008.00	\$473,088.00
Total 4901-MUNI SHARE, OPERATING COST	\$98,191.75	\$98,191.75	\$98,191.75	\$1,080,109.25
4905-MUNI SHARE, POWER				
4906-DEL CITY	\$5,302.38	\$4,879.56	\$4,494.43	\$57,211.34
4907-MIDWEST CITY	\$15,855.11	\$16,249.37	\$15,675.86	\$239,105.31
4908-NORMAN	\$14,553.81	\$15,945.66	\$18,528.02	\$231,400.50
Total 4905-MUNI SHARE, POWER	\$35,711.30	\$37,074.59	\$38,698.31	\$527,717.15
Total 4900-ASSESSMENTS	\$133,903.05	\$135,266.34	\$136,890.06	\$1,607,826.40
4921--BOAT DOCK RENT INCOME	\$600.00	\$600.00	\$600.00	\$6,600.00
4923-INVEST INT DIVS & GAINS	\$15,633.54	\$11,459.31	\$3,872.58	\$129,757.08
4927-TEMPORARY WATER SURCHARGE				\$6,644.80
4936-OK DEPARTMENT OF TOURISM & REC (OTRD)				\$17,171.00
Total Income	\$150,136.59	\$147,325.65	\$141,362.64	\$1,767,999.28
Gross Profit	\$150,136.59	\$147,325.65	\$141,362.64	\$1,767,999.28
Expenses				
5000-PERSONNEL				
5000.1-EMPLOYEES' WAGES	\$44,703.89	\$43,409.86	\$43,409.86	\$489,597.13
5009-EMPLOYEES' RETIREMENT	\$4,557.14	\$4,561.38	\$4,561.38	\$51,689.17
5011-PAYROLL TAXES	\$3,679.74	\$3,556.42	\$3,511.99	\$40,511.81
5012-TRAINING, EDUCATION&TRAVEL		\$235.10	\$251.52	\$6,214.96
5013-UNIFORM & BOOTS ALLOWANCE	\$500.81		\$574.79	\$2,140.50
5014-EMPLOYEE HEALTH, ETC, INS.	\$4,725.68	\$4,725.68	\$4,725.68	\$50,900.62
5015-WORKMEN'S COMPENSATION				\$10,987.00
Total 5000-PERSONNEL	\$58,167.26	\$56,488.44	\$57,035.22	\$652,041.19
5100-MAINTENANCE				
5101-PLANT& DAM R&M, SUPPLIES	\$25,991.54	\$9,048.43	\$29,286.19	\$100,954.19
5103-VEHICLE OPS, R&M	\$271.37	\$1,298.38	\$4,024.11	\$14,590.23
5104-BUILDINGS ROADS & GROUNDS	\$174.53	\$8,272.51	\$1,519.94	\$16,196.99
5106-EQUIPMENT R&M, RENTAL	\$969.80	\$4,216.78	\$2,029.28	\$30,557.83
5109-BOATHOUSE MAINTENANCE				\$2,623.76
Total 5100-MAINTENANCE	\$27,407.24	\$22,836.10	\$36,859.52	\$164,923.00
5200-UTILITIES				
5201-TELEPHONE,PAGING,IT SERVIC	\$1,921.28	\$2,197.45	\$2,019.53	\$21,125.49

5202-RELIFT PLANT TELEPHONE		\$36.99		\$36.99
5204-ELECTRICITY	\$965.04	\$613.82	\$672.60	\$8,743.18
5205-PROPANE		\$425.00		\$1,818.00
5206-WASTE REMOVAL	\$97.32	\$124.20		\$1,000.08
Total 5200-UTILITIES	\$2,983.64	\$3,397.46	\$2,692.13	\$32,723.74
5300-INSURANCE AND BONDS				
5301-INSURANCE	\$2,690.00	\$85,046.00		\$92,976.00
Total 5300-INSURANCE AND BONDS	\$2,690.00	\$85,046.00	\$0.00	\$92,976.00
5400-ADMINISTRATIVE EXPENSE				
5401-OFFICE SUPPLIES, MATERIALS	\$1,941.20	\$2,045.98	\$1,017.09	\$15,723.17
5404-WATERSHED IMPROVEMENT (LTWA)				\$25,000.00
Total 5400-ADMINISTRATIVE EXPENSE	\$1,941.20	\$2,045.98	\$1,017.09	\$40,723.17
5500-PROFESSIONAL SERVICES				
5501-LEGAL	\$2,200.00	\$800.00	\$1,000.00	\$7,760.00
5502-ACCOUNTING AND AUDIT	\$1,085.77	\$929.07	\$1,008.14	\$34,529.02
5503-CONSULTANTS AND ENGINEERS				\$16,624.44
Total 5500-PROFESSIONAL SERVICES	\$3,285.77	\$1,729.07	\$2,008.14	\$58,913.46
5600-WATER QUALITY SERVICES				
5601-STREAM GAUGING (OWRB)				\$13,100.00
Total 5600-WATER QUALITY SERVICES	\$0.00	\$0.00	\$0.00	\$13,100.00
5800-PUMPING POWER	\$35,711.30	\$37,074.59	\$38,698.31	\$527,717.16
Total Expenses	\$132,186.41	\$208,617.64	\$138,310.41	\$1,583,117.72
Net Operating Income	\$17,950.18	-\$61,291.99	\$3,052.23	\$184,881.56
Other Income				
4920-OTHER REVENUES				
4921.5-MISCELLANEOUS RECEIPTS				\$7,649.06
4928 GAIN/LOSS ON SALE of ASSET			\$36,841.99	\$36,841.99
4930-SECURITIES VALUE ADJUSTS	\$23,941.91	-\$47,488.85	\$39,666.96	\$98,031.50
4931-WATER RESOURCE BD GRANTS CEC				\$86,203.17
4934-OWRB ARPA FUNDS		\$177,503.00		\$338,573.00
4935 INTEREST INCOME	\$12,476.32	\$15,611.11	\$1,699.82	\$91,633.13
Total 4920-OTHER REVENUES	\$36,418.23	\$145,625.26	\$78,208.77	\$658,931.85
Total Other Income	\$36,418.23	\$145,625.26	\$78,208.77	\$658,931.85
Other Expenses				
5825-NON BUDGETED EXPENSES	\$250.00			\$250.00
5826-AUCTION COMMISSION EXPENSE			\$3,714.60	\$3,714.60
5833-CEC PROJECT		\$89,141.75	\$34,055.97	\$203,706.90
5834-ARPA PROJECT	\$178,243.00	\$560.00	\$1,160.00	\$343,937.60
5837 MOTOR REFURBISHMENT	\$7,880.37			\$31,265.90
5838-OFFICE BACK-UP POWER	\$483.76	\$7,376.24		\$41,598.07
5839 FOREBAY CLEANOUT			\$43,178.75	\$43,178.75
5980 T BILL FEE	\$25.00	\$25.00		\$175.00
6000-DEPRECIATION	\$46,774.84	\$46,774.84	\$46,774.84	\$514,523.24
Total 5825-NON BUDGETED EXPENSES	\$233,656.97	\$143,877.83	\$128,884.16	\$1,182,350.06

Total Other Expenses	\$233,656.97	\$143,877.83	\$128,884.16	\$1,182,350.06
Net Other Income	-\$197,238.74	\$1,747.43	-\$50,675.39	-\$523,418.21
Net Income	-\$179,288.56	-\$59,544.56	-\$47,623.16	-\$338,536.65

Note

Prepared by Paxus CPA Group. No assurance provided.

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July 2023 - May 2024

	Mar 2024			Apr 2024			May 2024			Fiscal Year Total		
	Actual	Budget	over Budget	Actual	Budget	over Budget	Actual	Budget	over Budget	Actual	Budget	over Budget
Income												
4900-ASSESSMENTS												
4901-MUNI SHARE, OPERATING COST												
4902-DEL CITY	\$15,514.25	\$15,514.25	0.00	\$15,514.25	\$15,514.25	\$0.00	\$15,514.25	\$15,514.25	\$0.00	\$170,656.75	\$170,656.75	\$0.00
4903-MIDWEST CITY	\$39,669.50	\$39,669.50	0.00	\$39,669.50	\$39,669.50	\$0.00	\$39,669.50	\$39,669.50	\$0.00	\$436,364.50	\$436,364.50	\$0.00
4904-NORMAN	\$43,008.00	\$43,008.00	0.00	\$43,008.00	\$43,008.00	\$0.00	\$43,008.00	\$43,008.00	\$0.00	\$473,088.00	\$473,088.00	\$0.00
Total 4901-MUNI SHARE, OPERATING COST	\$98,191.75	\$98,191.75	\$0.00	\$98,191.75	\$98,191.75	\$0.00	\$98,191.75	\$98,191.75	\$0.00	\$1,080,109.25	\$1,080,109.25	\$0.00
4905-MUNI SHARE, POWER												
4906-DEL CITY	\$5,302.38	\$5,302.38	\$0.00	\$4,879.56	\$4,879.56	\$0.00	\$4,494.43	\$4,494.43	\$0.00	\$57,211.34	\$57,211.34	\$0.00
4907-MIDWEST CITY	\$15,855.11	\$15,855.11	\$0.00	\$16,249.37	\$16,249.37	\$0.00	\$15,675.86	\$15,675.86	\$0.00	\$239,105.31	\$239,105.31	\$0.00
4908-NORMAN	\$14,553.81	\$14,553.81	\$0.00	\$15,945.66	\$15,945.66	\$0.00	\$18,528.02	\$18,528.02	\$0.00	\$231,400.50	\$231,400.50	\$0.00
Total 4905-MUNI SHARE, POWER	\$35,711.30	\$35,711.30	\$0.00	\$37,074.59	\$37,074.59	\$0.00	\$38,698.31	\$38,698.31	\$0.00	\$527,717.15	\$527,717.15	\$0.00
Total 4900-ASSESSMENTS	\$133,903.05	\$133,903.05	\$0.00	\$135,266.34	\$135,266.34	\$0.00	\$136,890.06	\$136,890.06	\$0.00	\$1,607,826.40	\$1,607,826.40	\$0.00
4921-BOAT DOCK RENT INCOME	\$600.00	\$600.00	\$0.00	\$600.00	\$600.00	\$0.00	\$600.00	\$600.00	\$0.00	\$6,600.00	\$6,600.00	\$0.00
4923-INVEST INT DIVS & GAINS	\$15,633.54	\$10,416.87	\$5,216.87	\$11,459.31	\$10,416.87	\$1,042.64	\$3,872.58	\$10,416.67	-\$6,544.09	\$129,757.08	\$114,583.37	\$15,173.71
4927-TEMPORARY WATER SURCHARGE										\$6,644.80	\$6,644.80	\$0.00
4936-OK DEPARTMENT OF TOURISM & REC (OTRD)										17,171.00	17,171.00	
Total Income	\$150,136.59	\$144,919.72	\$5,216.87	\$147,325.65	\$146,283.01	\$1,042.64	\$141,362.64	\$147,906.73	-\$6,544.09	\$1,767,999.28	\$1,752,825.57	\$15,173.71
Gross Profit	\$150,136.59	\$144,919.72	\$5,216.87	\$147,325.65	\$146,283.01	\$1,042.64	\$141,362.64	\$147,906.73	-\$6,544.09	\$1,767,999.28	\$1,752,825.57	\$15,173.71
Expenses												
5000-PERSONNEL												
5000.1-EMPLOYEES' WAGES	\$44,703.89	\$44,628.58	\$75.31	\$43,409.86	\$44,628.58	-\$1,218.72	\$43,409.86	\$44,628.58	-\$1,218.72	\$489,597.13	\$490,914.38	-\$1,317.25
5009-EMPLOYEES' RETIREMENT	\$4,557.14	\$3,992.75	\$564.39	\$4,561.38	\$3,992.75	\$568.63	\$4,561.38	\$3,992.75	\$568.63	\$51,689.17	\$43,920.25	\$7,768.92
5010-DIRECTORS' EXPENSES		\$416.67	-\$416.67		\$416.67	-\$416.67		\$416.67	-\$416.67	\$0.00	\$4,583.37	-\$4,583.37
5011-PAYROLL TAXES	\$3,679.74	\$3,414.08	\$265.66	\$3,556.42	\$3,414.08	\$142.34	\$3,511.99	\$3,414.08	\$97.91	\$40,511.81	\$37,554.88	\$2,956.93
5012-TRAINING, EDUCATION&TRAVEL		\$958.33	-\$958.33	\$235.10	\$958.33	-\$723.23	\$251.52	\$958.33	-\$706.81	\$6,214.96	\$10,541.63	-\$4,326.67
5013-UNIFORM & BOOTS ALLOWANCE	\$500.81	\$258.33	\$242.48		\$258.33	-\$258.33	\$574.79	\$258.33	\$316.46	\$2,140.50	\$2,841.63	-\$701.13
5014-EMPLOYEE HEALTH, ETC, INS.	\$4,725.68	\$4,646.08	\$79.60	\$4,725.68	\$4,646.08	\$79.60	\$4,725.68	\$4,646.08	\$79.60	\$50,900.62	\$51,106.88	-\$206.26
5015-WORKMEN'S COMPENSATION										\$10,987.00	\$15,000.00	-\$4,013.00
Total 5000-PERSONNEL	\$58,167.26	\$58,314.82	-\$147.56	\$56,488.44	\$58,314.82	-\$1,826.38	\$57,035.22	\$58,314.82	-\$1,279.60	\$652,041.19	\$656,463.02	-\$4,421.83
5100-MAINTENANCE												
5101-PLANT& DAM R&M, SUPPLIES	\$25,991.54	\$10,666.67	\$15,324.87	\$9,048.43	\$10,666.67	-\$1,618.24	\$29,286.19	\$10,666.67	\$18,619.52	\$100,954.19	\$123,978.17	-\$23,023.98
5103-VEHICLE OPS, R&M	\$271.37	\$2,083.33	-\$1,811.96	\$1,298.38	\$2,083.33	-\$784.95	\$4,024.11	\$2,083.33	\$1,940.78	\$14,590.23	\$22,916.63	-\$8,326.40
5104-BUILDINGS ROADS & GROUNDS	\$174.53	\$1,458.33	-\$1,283.80	\$8,272.51	\$1,458.33	\$6,814.18	\$1,519.94	\$1,458.33	\$61.61	\$16,196.99	\$16,041.63	\$155.36
5106-EQUIPMENT R&M, RENTAL	\$969.80	\$3,722.58	-\$2,752.78	\$4,216.78	\$3,722.58	\$494.20	\$2,029.28	\$3,722.58	-\$1,693.30	\$30,557.83	\$40,948.38	-\$10,390.55
5109-BOATHOUSE MAINTENANCE		\$600.00	-\$600.00		\$600.00	-\$600.00		\$600.00	-\$600.00	\$2,623.76	\$6,600.00	-\$3,976.24
Total 5100-MAINTENANCE	\$27,407.24	\$18,530.91	\$8,876.33	\$22,836.10	\$18,530.91	\$4,305.19	\$36,859.52	\$18,530.91	\$18,328.61	\$164,923.00	\$210,484.81	-\$45,561.81
5200-UTILITIES												

5201-TELEPHONE,PAGING,IT SERVIC	\$1,921.28	\$2,333.33	-\$412.05	\$2,197.45	\$2,333.33	-\$135.88	\$2,019.53	\$2,333.33	-\$313.80	\$21,125.49	\$25,666.63	-\$4,541.14
5202-RELIFT PLANT TELEPHONE				\$36.99		\$36.99				\$36.99		\$36.99
5204-ELECTRICITY	\$965.04	\$708.33	\$256.71	\$613.82	\$708.33	-\$94.51	\$672.60	\$708.33	-\$35.73	\$8,743.18	\$7,791.63	\$951.55
5205-PROPANE		\$350.00	-\$350.00	\$425.00	\$350.00	\$75.00		\$350.00	-\$350.00	\$1,818.00	\$3,850.00	-\$2,032.00
5206-WASTE REMOVAL	\$97.32	\$108.17	-\$10.85	\$124.20	\$108.17	\$16.03		\$108.17	-\$108.17	\$1,000.08	\$1,189.87	-\$189.79
Total 5200-UTILITIES	\$2,983.64	\$3,499.83	-\$516.19	\$3,397.46	\$3,499.83	-\$102.37	\$2,692.13	\$3,499.83	-\$807.70	\$32,723.74	\$38,498.13	-\$5,774.39
5300-INSURANCE AND BONDS												
5301-INSURANCE	\$2,690.00	\$6,916.67	-\$4,226.67	\$85,046.00	\$6,916.67	\$78,129.33		\$6,916.67	-\$6,916.67	92,976.00	76,083.37	16,892.63
5305-TREASURER &EMPLOYEE BONDS		\$20.83	-\$20.83		\$20.83	-\$20.83		\$20.83	-\$20.83		229.13	-229.13
Total 5300-INSURANCE AND BONDS	\$2,690.00	\$6,937.50	-\$4,247.50	\$85,046.00	\$6,937.50	\$78,108.50	\$0.00	\$6,937.50	-\$6,937.50	\$ 92,976.00	\$ 76,312.50	\$ 16,663.50
5400-ADMINISTRATIVE EXPENSE												
5401-OFFICE SUPPLIES, MATERIALS	\$1,941.20	\$1,531.25	\$409.95	\$2,045.98	\$1,531.25	\$514.73	\$1,017.09	\$1,531.25	-\$514.16	\$15,723.17	\$16,843.75	-\$1,120.58
5404-WATERSHED IMPROVEMENT (LTWA)										\$25,000.00	\$25,000.00	
Total 5400-ADMINISTRATIVE EXPENSE	\$1,941.20	\$1,531.25	\$409.95	\$2,045.98	\$1,531.25	\$514.73	\$1,017.09	\$1,531.25	-\$514.16	\$40,723.17	\$41,843.75	-\$1,120.58
5500-PROFESSIONAL SERVICES												
5501-LEGAL	2,200.00	1,458.33	741.67	800.00	1,458.33	-658.33	\$1,000.00	\$1,458.33	-\$458.33	7,760.00	16,041.63	-8,281.63
5502-ACCOUNTING AND AUDIT	1,085.77	4,333.33	-3,247.56	929.07	4,333.33	-3,404.26	\$1,008.14	\$4,333.33	-\$3,325.19	34,529.02	47,666.63	-13,137.61
5503-CONSULTANTS AND ENGINEERS		5,833.33	-5,833.33		5,833.33	-5,833.33		5,833.33	-\$5,833.33	16,624.44	64,166.63	-47,542.19
Total 5500-PROFESSIONAL SERVICES	\$ 3,285.77	\$ 11,624.99	-\$ 8,339.22	\$ 1,729.07	\$ 11,624.99	-\$ 9,895.92	\$2,008.14	\$11,624.99	-\$9,616.85	\$ 58,913.46	\$ 127,874.89	-\$ 68,961.43
5600-WATER QUALITY SERVICES										13,100.00	12,400.00	700.00
5601-STREAM GAUGING (OWRB)		\$3,333.33	-\$3,333.33		3,333.33	-3,333.33		3,333.33	-3,333.33		36,666.63	-36,666.63
5603-WATER QUALITY MONITORING	\$0.00	\$3,333.33	-\$3,333.33	\$0.00	\$3,333.33	-\$3,333.33	\$0.00	\$3,333.33	-\$3,333.33	\$13,100.00	\$49,066.63	-\$35,966.63
Total 5600-WATER QUALITY SERVICES	\$35,711.30	\$35,711.30	\$0.00	\$37,074.59	\$37,074.59	\$0.00	\$38,698.31	\$38,698.31	\$0.00	\$527,717.16	\$527,717.15	\$0.01
5800-PUMPING POWER		\$2,500.00	-\$2,500.00		\$2,500.00	-\$2,500.00		\$2,500.00	-\$2,500.00	\$0.00	\$27,500.00	-\$27,500.00
5950-ASSET PURCHASES & RESERVES	\$132,186.41	\$141,983.93	-\$9,797.52	\$208,617.64	\$143,347.22	\$65,270.42	\$138,310.41	\$144,970.94	-\$6,660.53	\$1,583,117.72	\$1,755,760.88	-\$172,643.16
Total Expenses	\$17,950.18	\$2,935.79	\$15,014.39	-\$61,291.99	\$2,935.79	-\$64,227.78	\$3,052.23	\$2,935.79	\$116.44	\$184,881.56	-\$2,935.31	\$187,816.87
Net Operating Income												
Other Income												
4920-OTHER REVENUES										\$7,649.06		\$7,649.06
4921.5-MISCELLANEOUS RECEIPTS							\$36,841.99		\$36,841.99	\$36,841.99		\$36,841.99
4928 GAIN/LOSS ON SALE of ASSET							\$39,666.96		\$39,666.96	\$98,031.50		\$98,031.50
4930-SECURITIES VALUE ADJUSTS	\$23,941.91		\$23,941.91	-\$47,488.85		-\$47,488.85						
4931-WATER RESOURCE BD GRANTS CEC			\$0.00							\$86,203.17		\$86,203.17
4934-OWRB ARPA FUNDS			\$0.00	\$177,503.00		\$177,503.00				\$338,573.00		\$338,573.00
4935 INTEREST INCOME	\$12,476.32		\$12,476.32	\$15,611.11		\$15,611.11	\$1,699.82		\$1,699.82	\$91,633.13		\$91,633.13
Total 4920-OTHER REVENUES	\$36,418.23	\$0.00	\$36,418.23	\$145,625.26	\$0.00	\$145,625.26	\$78,208.77	\$0.00	\$78,208.77	\$658,931.85	\$0.00	\$658,931.85
Total Other Income	\$36,418.23	\$0.00	\$36,418.23	\$145,625.26	\$0.00	\$145,625.26	\$78,208.77	\$0.00	\$78,208.77	\$658,931.85	\$0.00	\$658,931.85
Other Expenses										\$250.00		\$250.00
5825-NON BUDGETED EXPENSES	\$250.00		\$250.00							\$3,714.60		\$3,714.60
5826-AUCTION COMMISSION EXPENSE		\$61,672.33	-\$61,672.33	\$89,141.75	\$61,672.33	\$27,469.42	\$34,055.97	\$61,672.33	-\$27,616.36	\$203,706.90	\$678,395.63	-\$474,688.73
5833-CEC PROJECT		\$73,828.91	\$104,414.09	\$560.00	\$73,828.91	-\$73,268.91	\$1,160.00	\$73,828.91	-\$72,668.91	\$343,937.60	\$812,118.01	-\$468,180.41
5834-ARPA PROJECT	\$178,243.00	\$2,605.49	\$5,274.88		\$2,605.49	-\$2,605.49		\$2,605.49	-\$2,605.49	\$31,265.90	\$28,660.39	\$2,605.51
5837 MOTOR REFURBISHMENT	\$7,880.37	\$4,166.67	-\$3,682.91	\$7,376.24	\$4,166.67	\$3,209.57		\$4,166.67	-\$4,166.67	\$41,598.07	\$45,833.37	-\$4,235.30
5838-OFFICE BACK-UP POWER	\$483.76									\$43,178.75		\$43,178.75
5839 FOREBAY CLEANOUT							\$43,178.75					

5980 T BILL FEE	\$25.00		\$25.00	\$25.00		\$25.00				\$175.00		\$175.00
6000-DEPRECIATION	\$46,774.84		\$46,774.84	\$46,774.84		\$46,774.84	\$46,774.84		\$46,774.84	\$514,523.24		\$514,523.24
Total 5825-NON BUDGETED EXPENSES	\$233,656.97	\$142,273.40	\$91,383.57	\$143,877.83	\$142,273.40	\$1,604.43	\$128,884.16	\$142,273.40	-\$13,389.24	\$1,182,350.06	\$1,565,007.40	-\$382,657.34
Total Other Expenses	\$233,656.97	\$142,273.40	\$91,383.57	\$143,877.83	\$142,273.40	\$1,604.43	\$128,884.16	\$142,273.40	-\$13,389.24	\$1,182,350.06	\$1,565,007.40	-\$382,657.34
Net Other Income	-\$197,238.74	-\$142,273.40	-\$54,965.34	\$1,747.43	-\$142,273.40	\$144,020.83	-\$50,675.39	-\$142,273.40	\$91,598.01	-\$523,418.21	-\$1,565,007.40	\$1,041,589.19
Net Income	-\$179,288.56	-\$139,337.61	-\$39,950.95	-\$59,544.56	-\$139,337.61	\$79,793.05	-\$47,623.16	-\$139,337.61	\$91,714.45	-\$338,536.65	-\$1,567,942.71	\$1,229,406.06

Note

Prepared by Paxus CPA Group. No assurance provided.

Wednesday, Jun 12, 2024 12:02:39 PM GMT-7 - Accrual Basis

Item D.6.

MINUTES OF THE REGULAR BOARD MEETING
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

Thursday, May 2, 2024

6:30 P.M.

Location: 12500 Alameda Dr. Norman, OK 73026

A. Call to Order

President Amanda Nairn called the meeting to Order at 6:30 pm.

Roll Call

Board Members Present:

President Amanda Nairn
Vice President Michael Dean
Secretary Dave Ballew
Edgar O'Rear
Espaniola Bowen
Steve Carano

Board Members Absent:

Treasurer Jann Knotts

Staff Present:

Kyle Arthur, General Manager
Kelley Metcalf, Office Manager
Tim Carr, Operations & Maintenance Supervisor
Derek Underwood, O&M Tech II

Others Present:

Dean Couch
Mark Roberts
Carrie Evenson
Rachel Croft

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

1. Public Comment

None

2. Treasurer Report- March 2024 financials

Due to the absence of Ms. Knotts, Mr. Arthur reviewed and discussed the March financial statements.

Mr. Arthur explained that account 1023 has a negative balance due to a check being written and not clearing in the same month. The approximate true balance at the end of March is \$500,000.

A Treasury Bill (T-bill) matured and was reinvested. The weighted yield average of the 4 T-Bills is 5.287%.

Mr. Arthur pointed out several categories that are currently under budget. For Account 5301 (Insurance) , while it is significantly under budget currently, it will not be once the annual premium is paid in April. Account 5603 (Water Quality Monitoring) was budgeted for \$40,000 has not had any expenses booked to it so far. This amount was budgeted to cover any expenses that might not be considered reimbursable for the Contaminants of Emerging Concern (CEC) sampling project. However, all expenses to date have been reimbursable and we expect that to be the case for the entire project. Account 5503 (Consultants & Engineers) is quite a bit underspent, for now. Mr. Arthur said there will be additional expenses related to the Supervisory Control and Data Acquisition (SCADA) and telemetry project. Mr. Arthur also noted that Account 5834 (American Rescue Plan Act Project) expenses total \$342,000 to date, however only \$161,000 has been collected to date (Acct 4934). The remaining balance of funds was reimbursed in April and will be reflected in that month's financials.

Ms. Nairn mentioned the Budget vs Actuals report is hard to read and maybe printing on legal size paper would be a better option. Mr. Ballew expressed his opinion that he would be satisfied with having the LPL Financial report less frequently. Ms. Nairn stated quarterly would be a good compromise. Mr. Arthur stated that at the time he started as Manager, the CEEF investment fund statement was not included in the Board packet. Shortly after his arrival it became part of the packet for the purposes of (1) transparency and, (2) to receive input from the Board. He noted that several excellent suggestions have been made by Board members regarding our investment strategy and that at least periodic review would be good. However, he agreed that including it monthly may be too frequent. Mr. O'Rear stated he thought Ms. Knotts should be consulted to give her preference. Mr. O'Rear suggested the newly appointed Treasurer and Mr. Arthur could use their discretion to bring anomalies to the Board.

Ms. Nairn asked Mr. Ballew if he got his questions answered from the last meeting, he replied that he had.

Ms. Nairn asked if there were any other questions or comments on the financials, hearing none she moved to the action portion of the meeting.

D. Action: Pursuant to 82 OKLA. STATUTES, SECTION 541 (D) (10), the Board of Directors shall perform official actions by resolution and all official actions including final passage and enactment of all resolutions must be approved by a majority of the Board of Directors, 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, April 4, 2024, and corresponding Resolution

Ms. Nairn asked if there were any questions, comments, or edits, hearing none she entertained a motion.

Michael Dean made a motion seconded by Espaniola Bowen to approve the minutes, and corresponding Resolution.

Roll call vote:

President Amanda Nairn Yes

Vice President Michael Dean Yes

Treasurer Jann Knotts Absent

Secretary Dave Ballew Yes

Member Edgar O'Rear Yes

Member Espaniola Bowen Yes

Member Steve Carano Yes

Motion Passed

4. Contract between Central Oklahoma Master Conservancy District, and Callahan Construction, Inc. dba Callahan Steel Buildings, for a new equipment building, ARPA Grant No. ARP-23-0019-DPG, and corresponding Resolution

Ms. Nairn stated a discussion was held at the previous board meeting and Mr. Padilla was present to answer questions.

Ms. Nairn announced that prior to the meeting, Mr. Dean asked for a small edit on 1.C. to provide clarification regarding coordination and trash removal from the work site. The Board was provided with an updated contract.

Mr. Arthur stated in 1.B. the total amount for the building and lean-to structure is \$355,686.00, as bid. In Section 4.D. there is a provision for change orders not to exceed a total of \$35,568.60. Mr. Arthur reminded the Board of the language in the Resolution passed on April 4, 2024, that includes construction cost not to exceed \$375,000, plus a 10% provision for approved change orders. Mr. Arthur said it was suggested that skylight panels be considered. The approximate cost would be \$1,400.00, and they would not be on the roof, but rather on the northeast side. Mr. Arthur thinks adding skylights are a good idea. This would be handled as a change order. Mr. Arthur stated the warranty or integrity of the structure would not be jeopardized in any way. Additionally, automatic garage door openers will be added and also handled through a change order. Mr. Carano said Mr. Padilla (Callahan Steel Buildings) stated that water run off would not be an issue. Mr. Arthur agreed and said the existing runoff path is toward the south and the west. With the new building being on the east side (upstream end of the runoff flow), plus the fact that the building's floor will be mostly above grade, and additionally that the building would have gutters, he believes the stormwater runoff flow would not be of concern.

Michael Dean made a motion seconded by Steve Carano to approve the contract with Callahan Steel Buildings for a new equipment building, and corresponding Resolution.

Roll call vote:

President Amanda Nairn Yes
Vice President Michael Dean Yes
Treasurer Jann Knotts Absent
Secretary Dave Ballew Yes
Member Edgar O'Rear Yes
Member Espaniola Bowen Yes
Member Steve Carano Yes

Motion Passed

E. Discussion

5. Legal Counsel's Report

April 4 Attend monthly meeting of Board
April 5 Review Open Records Act to determine applicability to preliminary data from CEC sampling
April 15 Prepare draft contract with Callahan Steel Buildings for new equipment building
April 23 Video conference with Kyle and Amanda about requests for preliminary data from CEC sampling
May 2 Prepare and transmit Legal Counsel Report to Kelley Metcalf

6. General Manager's Report

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

Mr. Carr gave a brief update on the electrical service to accommodate the new building.

Mr. Dean mentioned in reviewing the April Trend Charts he noticed a significant increase in Norman's usage for the last 3 months. Ms. Croft stated that while temporary water is being utilized, well usage decreases. She also stated that swimming pools are being filled, which could account for some of the increase.

Mr. O'Rear asked, during Phase I of the forebay cleanout, were there any findings to make future cleanouts more accurate and easier. Mr. Arthur stated, in his opinion, the forebay should be completely pumped out to obtain a visual volume estimate. Mr. Arthur invited Ms. Nairn to come and observe the project, and she did go for 2 days. Ms. Nairn stated hopefully the District never finds itself in this position again (17 years since the last cleanout). More information will be shared in July. Phase II will not begin until the fall, due to demand.

7. President's Report

Ms. Nairn stated the June meeting is going to be cancelled. She also reminded everyone the July meeting is not the usual first Thursday of the month. The meeting is on Thursday, the 11th.

Ms. Nairn said there have been two data requests with respect to our current CEC (Contaminants of Emerging Concern) sampling project. She reminded the Board that the CEC project is ongoing and is expected to be complete by the end of the summer. The District has data for three sampling events that have been through quality control (QC) both with the lab and Halff Associates, Inc. The first data request was in support of a class action lawsuit against 3M that the three cities have joined. The law firm (McAfee & Taft), representing the three cities, requested the PFAS (per-polyfluoroalkyl substances) data specifically. In support of all three cities litigation efforts, and due to the fact that the District is subject to the Oklahoma Open Records Act, the data was provided. Shortly thereafter, a United States Geological Survey (USGS) scientist who is involved with a project in conjunction with the Bureau of Reclamation (BOR) and the City of Norman regarding the treatment of CECs through constructed wetlands also requested the same information. The information was given. Mr. Couch wrote a disclaimer regarding the information provided.

Mr. O'Rear shared that he became aware of an interactive EPA (Environmental Protection Agency) website containing PFAS sampling information from across the country for which you can query for cities, among other types of locations. While the website does not give specific numeric values, it does give locations where PFAS testing has occurred and indicates how the results compare to the proposed standard. He stated that if anyone wants the address of the web page to let him know.

8. 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. Bowen stated she will not be at the July meeting due to travel.

F. Adjourn

There being no further business, President Nairn adjourned the meeting at 7:44 P.M.

Resolution
Of
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
REGARDING OFFICIAL ACTION

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

IT IS HEREBY RESOLVED that minutes of the regular board meeting held on May 2, 2024, are approved.

APPROVED by a majority of Board members present on this 11th Day of July, 2024.

Amanda Nairn, President

Item D.7.

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 a temporary interim appointment of a Secretary-Treasurer position by the President; and

WHEREAS, Ms. Jann Knotts, representing the City of Norman on the District's Board of Directors, was elected Treasurer of the District approximately eight years ago; and

WHEREAS, Ms. Knotts has resigned her position on the Board of Directors as her latest term has expired; and

WHEREAS, elections for officer positions of the Board of Directors is scheduled for October 2024; and

WHEREAS, a Board member is needed to fill the position of Treasurer before the October 2024 elections due to ongoing financial transactions and operations of the District; and

WHEREAS, Mr. Dave Ballew, representing the City of Midwest City on the Board, was elected and currently serves as Secretary to the Board; and

WHEREAS, Mr. Ballew agreed to be appointed by the President as Secretary-Treasurer on an interim basis until the election of officers of the Board is conducted.

IT IS HEREBY RESOLVED that the temporary interim appointment of Dave Ballew as Secretary-Treasurer of the District until the election of officers of the Board is conducted is hereby approved.

IT IS FURTHER RESOLVED that Mr. Ballew be named in a bond for the penal sum of \$25,000 for the faithful performance of the duties of the office of the Treasurer as required by the By-laws of the District.

APPROVED by a majority of Board members present on this 11th day of July, 2024.

Amanda Nairn, President

Item D.8.

MEMORANDUM AGREEMENT

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

WITNESSETH:

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

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

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

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

1. The water data collection activities required by the Cooperator shall be included in the cooperative program being maintained by the Board and the USGS.
2. Within thirty (30) days after receipt of an invoice from the Board, the Cooperator shall contribute and pay to the Board in one lump sum the amount of Thirteen Thousand Six Hundred Dollars (\$13,600.00) to cover costs of necessary field and office work directly related to the operation of a stream gaging station on Little River below Thunderbird Reservoir for the purpose of rating the Thunderbird Reservoir outlet works and as an official record of discharge from the Reservoir, or other water data collection sites or activities as may be agreed by the respective representatives of the Cooperator and the Board, for the fiscal year beginning July 1, 2024.
3. Funds advanced by the Cooperator for the above purposes will be supplemented by matching funds appropriated by the Congress of the United States for cooperation with the States on water resources investigations, insofar as available funds will permit, and will be covered by the cooperative agreement between the Board and the USGS; and the same being contemplated within the "Proposed Cooperative Program between the Oklahoma Water Resources Board and the U.S. Geological Survey for the Central Oklahoma Master Conservancy District for the Fiscal Year Ending June 30, 2025", which attached proposal is incorporated by reference herein and made a part hereof for all purposes.
4. This Agreement, or any portion thereof, may be terminated by either party upon thirty (30) days' prior written notice to the other party.

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

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

OKLAHOMA WATER RESOURCES BOARD

CENTRAL OKLAHOMA MASTER
CONSERVANCY DISTRICT

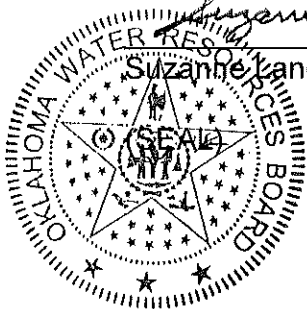
Jennifer Castillo 5/21/24
Jennifer Castillo, Chairman Date

Amanda Nairn, President Date

ATTEST:

ATTEST:

Suzanne V. Landess
Suzanne Landess, Secretary

The seal of the Oklahoma Water Resources Board is circular. It features a five-pointed star in the center, surrounded by a ring of smaller stars. The words "OKLAHOMA WATER RESOURCES BOARD" are inscribed around the perimeter of the seal. In the center of the star, the word "SEAL" is visible.

Michael Dean, Secretary

(SEAL)

U.S. GEOLOGICAL SURVEY

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

Proposed
Cooperative Program
between the OKLAHOMA WATER RESOURCES BOARD
and the U.S. GEOLOGICAL SURVEY for the
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
for the Fiscal Year Ending June 30, 2025

Program Description:

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

We propose the continuation of the above data collection program for the period July 1, 2024 through June 30, 2025 as summarized below:

<u>Station No.</u>	<u>Station Name</u>	<u>Total</u>
07229900	Lake Thunderbird nr Norman	\$ 3,700
07230000	Little River below Lake Thunderbird	<u>\$16,800</u>
	Total	\$20,500

COMCD' S share through OWRB-----	\$13,600
U.S. Geological Survey matching funds-----	<u>\$ 6,900</u>
Total	\$20,500

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 an Intergovernmental Agreement with Oklahoma Water Resources Board for routine water quality monitoring at Lake Thunderbird pursuant to the Scope of Work attached thereto.

IT IS HEREBY RESOLVED that the Intergovernmental Agreement with Oklahoma Water Resources Board for routine water quality monitoring at Lake Thunderbird pursuant to the Scope of Work attached thereto should be and is hereby approved.


APPROVED by a majority of Board members present on this 11th
Day of July 2024.


Amanda Nairn, President

Item D.9.




Timothy L. Barnes, CPA | Partner 

405-878-7381 

405-623-5587 

tbarnes@finley-cook.com 

Finley-Cook.com 

Finley & Cook, PLLC
1421 East 45th Street 
Shawnee, OK 74804

June 17, 2024

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

Dear District Manager:

We are pleased to confirm our understanding of the services we are to provide Central Oklahoma Master Conservancy District (the "District") for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the District as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance.

(Continued)

Audit Scope and Objectives, Continued

The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

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

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditors' report on the financial statements OR in a report combined with our auditors' report on the financial statements.

- Schedule of expenditures of federal awards.

Audit Scope and Objectives, Continued

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the above paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

**Auditors' Responsibilities for the Audit of the
Financial Statements and Single Audit, Continued**

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

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

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions.

**Auditors' Responsibilities for the Audit of the
Financial Statements and Single Audit, Continued**

We have identified the following significant risks of material misstatement as part of our audit planning:

- Management override of internal controls.
- Fair value of investments.
- Accuracy, presentation, and disclosures of post-retirement benefits.
- Impairment of long-lived assets.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the District and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

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

Audit Procedures—Compliance

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

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Responsibilities of Management for the Financial Statements and Single Audit, Continued

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

Responsibilities of Management for the Financial Statements and Single Audit, Continued

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

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

Responsibilities of Management for the Financial Statements and Single Audit, Continued

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

Other Services

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

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

Engagement Administration, Fees, and Other

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

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or 9 months after the end of the audit period.

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

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

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

Tim Barnes is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in October 2024 and to issue our reports no later than December 31, 2024.

Engagement Administration, Fees, and Other, Continued

Our fee for services will be \$20,800 for the financial statement audit and a range of \$8,000 to \$10,000 for the compliance audit of federal awards. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the District's Board of Directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

District Manager
Central Oklahoma Master Conservancy District
June 17, 2024
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We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,



Timothy L. Barnes
Partner

RESPONSE:

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

Management Signature and Title

Date

Governance Signature and Title

Date

(ALG CL-1.2(2/24))

RESOLUTION
OF
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
REGARDING
ENGAGEMENT OF FINLEY & COOK, PLLC TO PERFORM
FY 23-24 FINANCIAL AUDIT

WHEREAS, a quorum of the Board of Directors of the Central Oklahoma Master Conservancy District met in a regular meeting and considered approval of engagement of Finley and Cook, PLLC to perform FY 23-24 financial audit.

IT IS HEREBY RESOLVED that the engagement of Finley & Cook, PLLC to perform FY 23-24 financial audit should be and is hereby approved.

APPROVED by a majority of Board members present on this 11th day of July, 2024.

Amanda Nairn, President

Item E.11.

Manager's Report – July 2024

Pump Replacement Project

- Pump 7 was installed and tested the week of May 6th and working well
- Pump 5 was then pulled
- Pump 5 was installed and tested the week of June 24th and working well
- Check valves were also rebuilt for each
- This completes the pump replacement project!

New Equipment Building

- Moved shipping containers away from new building site to make room
 - One container was placed near the Main Reservoir Plant
 - The other was placed in the old boneyard
- Dirt work is expected to commence the week of July 15

SCADA/Telemetry Project

- Bid packet 99% complete
- Plan to advertise for bids starting on July 17

Checkerboard Surge Tower

- BOR performed the drone inspection of the Checkerboard Tower on June 21st
 - Drone pictures did reveal obvious surface abrasions, rust and what appears to be a “center mark”
 - BOR will attempt to get better pictures to confirm some details
 - We will await instructions from them on how to proceed

Relift Plant

- Pump #5 (Del City) currently being rebuilt
- Pump #1 (Midwest City) will be rebuilt this fall – this will complete all of the MWC pumps
- Pump #2 (Midwest City) is currently being repaired
 - A catch in the rotation and a water leak
- Ordered Exhaust fan for Relift
 - Plan to install as soon as possible to provide better exhausting of heat

Mowing

- Has commenced and is in full swing
- Oklahoma Department of Tourism and Recreation has again agreed to help fund our mowing activities this year (\$17,700)
 - Very appreciative of their support!

Field Trucks

- Installed grill guards on remaining field trucks (3) to help protect the front of the trucks on the road (pigs and deer) and when driving fence/pipelines
- This year we will begin equipping the trucks with safety lights for when they do work or need to park near a road

S.S. COMCD

- Boat started running rough
- Determined the problem was a clogged and faulty fuel pump
 - It was replaced successfully

CEC Sampling Project

- Last sampling event was held the week of June 24
- Next steps are getting the final data analyzed and writing final report

PFAS Litigation

- Responded to several requests for information in support of the class action lawsuit that our member cities are plaintiffs
 - Primarily data pertaining to volumes pumped, specifications on the pumps themselves and other general information about COMCD

Area Infrastructure Masterplan (AIM) - Norman

- I serve on the water and wastewater committee
- Hosted the members of the committee on May 14
- Discussed history and purpose of the District, yield of the lake and current BOR yield modeling efforts

Water License Renewal

- Technicians and Supervisor attended two classes the week of June 17th offered by Rose State to fulfill their annual training requirement for the Class C Waterworks Operator's License

Tinker Waterline Relocation

- Tie in for the new Tinker AFB section of Del City Pipeline is scheduled for July 21-28