



Terry Arps, Mayor, Trustee One
Jerrod Davis, Trustee Two
Carla Caruthers, Trustee Three
Jeff Schwarzmeier, Vice-Mayor, Trustee Four
Vacant, Trustee Five

**BOARD OF TRUSTEES FOR THE TOWN OF LUTHER
TUESDAY, JANUARY 14, 2025, AT 7:00 P.M.
LUTHER TOWN HALL
108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054**

REGULAR MEETING AGENDA

Official action can only be taken on items which appear on the agenda. The Trustees may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the Trustees may refer the matter to the Chairman or the Town Attorney, or back to a committee or recommending body. Under certain circumstances, items may be deferred to a specific later date or stricken from the agenda entirely.

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Determination of a quorum
6. Approval of the Consent Agenda,
 - a. Approval of the Board Minutes from the meetings of December 10 and 30, 2024.
 - b. Approval of Claims, including Payroll
 - c. Review and Approval of Treasurer's Report
7. Consideration of Items Removed from the Consent Agenda
8. Trustee Comments
9. Department Reports
10. Attorney's Report

Trustee One (Terry Arps)

- ✓ 11. Consideration, discussion and possible action to approve or deny an application for a lot split of 14.71 acres from a parcel of 20 acres, legal description as follows: LUTHER TOWNSHIP PT NW4 SEC 17 14N 1E E BEG NE/C NW4 TH SE1311.20FT W656.38FT NW651.32FT E330FT NW660.20FT E323.43FT TO BEG.
- ✓ 12. Consideration, discussion, and possible approval of the Notice of Availability of the Fiscal Year 2023-2024 Annual Audit and authorization to publish it in accordance with state statute.
- ✓ 13. Consideration, discussion and possible action to adopt Resolution 2024-11R, **A RESOLUTION ADOPTING THE REGIONAL SAFETY ACTION PLAN AND VISION ZERO POLICY; AND FOR OTHER PURPOSES.** *Tabled from December 10, 2024.*

- ✓ 14. Consideration, discussion and possible action to enter into a Right of Way Access Agreement with Centranet, LLC.
- ✓ 15. Consideration, discussion and possible action to accept or deny an offer of \$12,716.50 from American Farmers and Ranchers Insurance for the 2018 Ford Explorer, VIN ending in 5962.

Trustee Two (Jerrod Davis)

- ✓ 16. Consideration, discussion and possible action to award the bid for REAP Grant E3d-2024-8, Expanding Infrastructure for Sustainable Growth.

Trustee Three (Carla Caruthers)

- ✓ 17. Consideration, discussion and possible action to authorize Joseph Figueroa to serve as a reserve police officer for the Luther Police Department. *Tabled from December 30, 2024.*
- ✓ 18. Consideration, discussion and possible action to purchase MSA G1 Self Contained Breathing Apparatus (SCBA) gear for a total of \$47,420.00, using additional ARPA funds granted to Town of Luther by Oklahoma County in the amount of \$39,843, in combination with Town funds in the amount of \$7,577.00.
- ✓ 19. Consideration, discussion and possible action to purchase four (4) Lieutenant, Leather Passports at a cost not to exceed \$285.00.

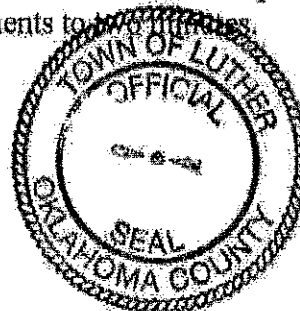
Trustee Four (Jeff Schwarzmeler)

Trustee Five (Vacant)

- 20. **New Business:** In accordance with the Open Meeting Act, Title 25 O.S. 311.A.9 of the Oklahoma Statutes, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda.
- 21. **Citizen participation:** Citizens may address the Board during open meetings on any matter on the agenda prior to the Board taking action on the matter. On any item not on the current agenda, citizens may address the Board under the agenda item Citizen Participation. Citizens should fill out a Citizen's Participation Request form and give it to the Mayor. Citizen Participation is for information purposes only, and the Board cannot discuss, act or make any decisions on matters presented under Citizens Participation. Citizens are requested to limit their comments to two minutes.

22. **Adjourn.**


Scherrie Pidcock, Town Clerk



Agenda Posted Monday, January 13, 2025, at Luther Town Hall, via MailChimp, on the website at www.townoflutherok.com and on Facebook at The Town of Luther, prior to 7:00 pm.

- ✓ 14. Consideration, discussion and possible action to enter into a Right of Way Access Agreement with Centranet, LLC.
- ✓ 15. Consideration, discussion and possible action to accept or deny an offer of \$12,716.50 from American Farmers and Ranchers Insurance for the 2018 Ford Explorer, VIN ending in 5962.

Trustee Two (Jerrod Davis)

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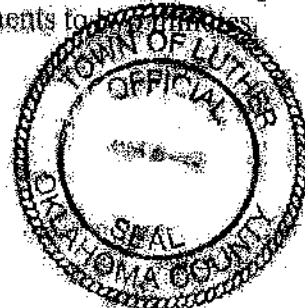
Trustee Four (Jeff Schwarzmeier)

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22. **Adjourn.**


 Scherrie Pidcock, Town Clerk



Agenda Posted Monday, January 13, 2025, at Luther Town Hall, via MailChimp, on the website at www.townoflutherok.com and on Facebook at The Town of Luther, prior to 7:00 pm.



Terry Arps, Mayor, Trustee One
Jerrod Davis, Trustee Two
Carla Caruthers, Trustee Three
Jeff Schwarzmeier, Vice-Mayor, Trustee Four
Nina Sloan, Trustee Five

**BOARD OF TRUSTEES FOR THE TOWN OF LUTHER
TUESDAY, DECEMBER 10, 2024, AT 7:00 P.M.
LUTHER TOWN HALL
108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054**

REGULAR MEETING MINUTES

1. Call to Order by **Terry Arps**.
2. Invocation by **Jeff Schwarzmeier**.
3. Pledge of Allegiance was led by **Terry Arps**.
4. Roll Call by **Terry Arps**. Present were **Terry Arps, Carla Caruthers and Jeff Schwarzmeier**. **Jerrod Davis and Nina Sloan were absent**.
5. Determination of a quorum was made by **Terry Arps**.
6. Approval of the Consent Agenda,
 - a. Approval of the Board Minutes from the meetings of November 12 and 25, 2024.
 - b. Approval of Claims, including Payroll
 - c. Review and Approval of Treasurer's Report – **Terry Arps made a motion to approve the Consent Agenda as presented, 2nd by Jeff Schwarzmeier. The Vote: All (3) Yes.**
7. Consideration of Items Removed from the Consent Agenda – **None**.
8. Trustee Comments – **None**.
9. Department Reports – **Terry Arps gave the Police Department and the Code Enforcement reports. Carla Caruthers gave the Fire Department report.**
10. Attorney's Report – **No report.**

Trustee One (Terry Arps)

11. Presentation of Fiscal Year 2023-2024 Audit Report by Autumn Williams, Russell & Williams CPA's, related discussion, and potential action, including to accept the Report. – **Autumn Williams presented the audit findings. Terry Arps made a motion to accept the report findings, 2nd by Jeff Schwarzmeier. The Vote: All (3) Yes.**
12. Consideration, discussion, and possible action regarding obligation of the ARPA \$80,052.72 funds. – **No Action. The funds are currently obligated to construction of the LPWA Shop/Shelter.**
13. Consideration, discussion and possible action to approve Pay Application #1 to Crossfire Construction, LLC in the amount of \$13,775.00, for ACOG REAP grant #E10-2023-10 for the LPWA Shop/Shelter. – **Terry Arps made a motion to approve Pay App #1, 2nd by Carla Caruthers. The Vote: All (3) Yes.**

14. Consideration and discussion concerning the split and purchase of ½ of a lot located at 305 NE 3rd Street, as opposed to re-routing of a sewer line crossing the property, and any other feasible options for the sanitary sewer line in this area. – **Discussion was held. No Action.**
15. Consideration, discussion and possible action to adopt Resolution 2024-06R, **A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, SETTING THE REGULARLY SCHEDULED MEETINGS OF THE BOARD OF TRUSTEES FOR CALENDAR YEAR 2025.** – Beth Anne Childs advised that the three (3) resolutions regarding meeting dates could be combined into one motion. Terry Arps made a motion to adopt Resolutions 2024-06R, 2024-09R and 2024-10R, 2nd by Carla Caruthers. **The Vote: All (3) Yes.**
16. Consideration, discussion and possible action to adopt Resolution 2024-09R, **A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, SETTING THE REGULARLY SCHEDULED MEETINGS OF THE LUTHER PLANNING COMMISSION FOR CALENDAR YEAR 2025.** – See item 15
17. Consideration, discussion and possible action to adopt Resolution 2024-10R, **A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, SETTING THE REGULARLY SCHEDULED MEETINGS OF THE LUTHER PARKS COMMISSION FOR CALENDAR YEAR 2025.** – See item 15
18. Consideration, discussion and possible action to adopt Resolution 2024-11R, **A RESOLUTION ADOPTING THE REGIONAL SAFETY ACTION PLAN AND VISION ZERO POLICY; AND FOR OTHER PURPOSES.** – Jenni White, Becky Tatum and Bill Tatum were present to speak on this item. Excerpts of the plan were presented. All encouraged a “no” vote on this resolution. Some discussion was held. Terry Arps made a motion to table the item until January 14, 2025, 2nd by Carla Caruthers. **The Vote: Terry Arps-Yes, Carla Caruthers-Yes, Jeff Schwarzmeier-No.**

Trustee Two (Jerrod Davis)

Trustee Three (Carla Caruthers)

19. Consideration, discussion and possible action to purchase five (5) tires for the Fire Chief’s vehicle, Unit 700, at a cost not to exceed \$1,242.00. – **Carla Caruthers made a motion to approve the purchase as written, 2nd by Terry Arps. The Vote: All (3) Yes.**
20. Consideration, discussion and possible action to approve a firefighter EMT-B course at a cost of \$1,050.00. – **Carla Caruthers made a motion to approve the course, 2nd by Terry Arps. The Vote: All (3) Yes.**
21. Consideration, discussion and possible action to set up emergency reporting software with ESO Solutions for a one-year period in the amount of \$2,592.00. – **Carla Caruthers made a motion to approve as written, 2nd by Terry Arps. The Vote: All (3) Yes.**
22. Consideration, discussion and possible action to approve a firefighter for an EMR course at a cost of \$250.00. – **Carla Caruthers made a motion to approve the course, not to exceed \$250, 2nd by Jeff Schwarzmeier. The Vote: All (3) Yes.**

23. Consideration, discussion and possible action to authorize an application for the Assistance to Firefighters Grant (AFG) Program to assist with purchase of PPE. – **Carla Caruthers made a motion to authorize the application as written, 2nd by Terry Arps. The Vote: All (3) Yes.**
24. Consideration, discussion, and possible action regarding a Resolution authorizing the Town Attorney to file an Application of the Chief of Police in District Court for Disposal of Property and Legal Tender. – **Carla Caruthers made a motion to table the item until December 30, 2024, 2nd by Terry Arps. The Vote: All (3) Yes.**

Trustee Four (Jeff Schwarzmeier)

Trustee Five (Nina Sloan)

25. **New Business:** In accordance with the Open Meeting Act, Title 25 O.S. 311.A.9 of the Oklahoma Statutes, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda. – ***Nina Sloan submitted her resignation from all Town of Luther Boards and Authorities on December 9, 2024, to be effective immediately. The resignation was received by the Clerk after the regular agenda was posted that date.*** Terry Arps made a motion to accept the resignation of Nina Sloan, 2nd by Jeff Schwarzmeier. **The Vote: All (3) Yes.** Terry Arps made a motion to remove Nina Sloan from all Town of Luther and Luther Public Works Authority bank accounts, 2nd by Carla Caruthers. **The Vote: All (3) Yes.**
26. **Citizen participation:** Citizens may address the Board during open meetings on any matter on the agenda prior to the Board taking action on the matter. On any item not on the current agenda, citizens may address the Board under the agenda item Citizen Participation. Citizens should fill out a Citizen's Participation Request form and give it to the Mayor. Citizen Participation is for information purposes only, and the Board cannot discuss, act or make any decisions on matters presented under Citizens Participation. Citizens are requested to limit their comments to two minutes. – **Terry Arps commented that he will be researching a TSET grant to help fund renovation of Booker T Washington walking track.**
27. Adjourn. – **Terry Arps made a motion to adjourn, 2nd by Jeff Schwarzmeier. The Vote: All (3) Yes.**



Minutes transcribed by Scherrie Pidcock, Town Clerk

the Town of Luther



a friendly community

Town of Luther

PO Box 56

Luther, OK 73054

Phone: 405-277-3833

Fax: 405-277-9965

office@townoflutherok.com

Sign Up Sheet

TOWN

LPWA

LEDA

Meeting Date 12-10-2024

Name Jenifer White

Item #18

Name Betsy Tatum

Item #18

Name Bill Tatum

Item #18

Name _____

Item _____

Name _____

Item _____

Name _____

Item _____

Name _____

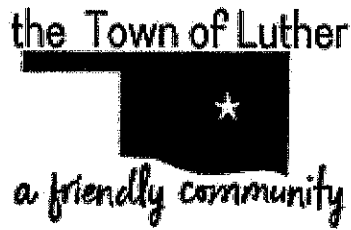
Item _____

Name _____

Item _____

Name _____

Item _____



Terry Arps, Mayor, Trustee One
Jerrod Davis, Trustee Two
Carla Caruthers, Trustee Three
Jeff Schwarzmeier, Vice Mayor, Trustee Four
Vacant, Trustee Five

MINUTES OF SPECIAL MEETING

BOARD OF TRUSTEES FOR THE TOWN OF LUTHER MONDAY, DECEMBER 30, 2024, AT 6:30 P.M. LUTHER TOWN HALL 108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054

1. Call to Order by Terry Arps.
2. Invocation by Terry Arps.
3. Pledge of Allegiance led by Terry Arps.
4. Roll Call by Terry Arps. Present were Terry Arps, Jerrod Davis and Carla Caruthers. Jeff Schwarzmeier was absent.
5. Determination of a Quorum was made by Terry Arps.
6. Trustee Comments – None.

Trustee One (Terry Arps)

7. **PROPOSED EXECUTIVE SESSION:** Consideration and possible action to enter into executive session for confidential communications to discuss the employment, hiring, appointment, demotion, disciplining or resignation of employee Amanda Lumbert, as authorized by 25 O.S. Section 307(B)(1). In the opinion of the Town Attorney, the Executive Session is necessary to protect confidential employment matters – **No Action.**
8. **PROPOSED ACTION ITEMS FOR MATTERS DISCUSSED IN EXECUTIVE SESSION:** Consideration, discussion, and possible appropriate and related action on matters discussed in Executive Session, including the employment, hiring, appointment, demotion, discipline or resignation of employee Amanda Lumbert. – **Terry Arps made a motion to accept Amanda Lumbert's resignation, 2nd by Carla Caruthers. The Vote: All (3) Yes.**
9. Consideration, discussion and possible action to hire Tyler Burrignt as a police officer in the School Resource Officer position at the rate of \$20.26 per hour. – **Terry Arps made a motion to hire Tyler Burrignt at written, 2nd by Carla Caruthers. The Vote: All (3) Yes.**
10. Consideration, discussion, and possible action regarding a Resolution authorizing the Town Attorney to file an Application of the Chief of Police in District Court for Disposal of Property and Legal Tender. *Tabled from December 10, 2024.* – **Terry Arps made a motion to adopt Resolution 2024-12R, 2nd by Jerrod Davis. The Vote: All (3) Yes.**

Trustee Two (Jerrod Davis)

Trustee Three (Carla Caruthers)

11. Consideration, discussion and possible action to authorize Joseph Figueroa to serve as a reserve police officer for the Luther Police Department. – **Carla Caruthers made a motion to table the item until January 14, 2025, 2nd by Terry Arps. The Vote: All (3) Yes.**

Trustee Four (Jeff Schwarzmeier)

Trustee Five (Vacant)

12. Citizen participation: Citizens may address the Board during open meetings on any matter on the agenda prior to the Board taking action on the matter. On any item not on the current agenda, citizens may address the Board under the agenda item Citizen Participation. Citizens should fill out a Citizen's Participation Request form and give it to the Mayor. Citizen Participation is for information purposes only, and the Board cannot discuss, act or make any decisions on matters presented under Citizens Participation. Citizens are requested to limit their comments to two minutes. – **None.**
13. Adjourn. – **Terry Arps made a motion to adjourn, 2nd by Jerrod Davis. The Vote: All (3) Yes.**



Minutes transcribed by Scherrie Pidcock, Town Clerk

**TOWN OF LUTHER GENERAL FUND CLAIMS INCLUDING PAYROLL
DECEMBER 11, 2024 THROUGH JANUARY 14, 2025**

Date	Ref No.	Payee	Memo	Payment
12/11/2024	EFT	LPWA FUND	TRANSFER FOR DEBT SERVICE	613.00
12/11/2024	EFT	TECHNOLOGY FEE ACCOUNT	TECH FEE TRANSFER DEC 2024	620.00
12/11/2024	EFT	LPWA FUND	MONTHLY TRANSFER	1,000.00
12/11/2024	EFT	IRS	FEDERAL PAYROLL TAX	2,170.36
12/11/2024	EFT	QuickBooks Payroll	TOWN/FD/COURT(POLICE) PAYROLL	5,627.80
12/11/2024	EFT	CAPITAL IMPROVEMENT FUND	QUARTERLY TRANSFER	29,921.97
12/16/2024	EFT	AMAZON	MONTHLY PRIME FEE	14.99
12/18/2024	EFT	IRS	FEDERAL PAYROLL TAX	1,252.60
12/19/2024	EFT	Ok Police Pension	POLICE PENSION NOV 2024	5,304.79
12/19/2024	EFT	Ok Police Pension	POLICE PENSION DEC 2024	4,874.73
12/24/2024	EFT	QuickBooks Payroll	TOWN/FD/COURT(POLICE) PAYROLL	5,679.26
12/26/2024	EFT	BUSINESS CHECKS ONLINE	COMPUTER CHECKS	381.72
12/26/2024	EFT	Oklahoma Tax Commission	STATE PAYROLL TAX	1,228.00
12/27/2024	EFT	PITNEY BOWES	POSTAGE	300.00
12/27/2024	EFT	AT&T U-verse	FIBER INTERNET	130.41
12/30/2024	23615	AT&T Mobility	CELLS/TABLETS/IPADS/AIR CARDS	794.34
12/30/2024	23616	BLUECROSS BLUESHIELD OF OK	HEALTH INSURANCE	12,911.67
12/30/2024	23617	BLUECROSS BLUESHIELD OF OK	LIFE INSURANCE	72.90
12/30/2024	23618	BridgeTower OpCo, LLC	PUBLICATIONS - MISC	281.30
12/30/2024	23619	CITY OF OKLAHOMA CITY	RADIO COMMS	9,120.76
12/30/2024	23620	Delta Dental	VOLUNTARY DENTAL INSURANCE	664.00
12/30/2024	23621	DENIELLE WILLIAMS CHANEY	REIMBURSE FOR HOLIDAY EXPENSE	229.08
12/30/2024	23622	DEPT OF PUBLIC SAFETY	OLETS SERVICES	66.00
12/30/2024	23623	ESO SOLUTIONS INC.	FIRE DEPT EMERGENCY REPORTING	1,494.10
12/30/2024	23624	KIMBALL MIDWEST	PARTS/SUPPLIES	15.30
12/30/2024	23625	M & M METAL WORX	TOWER CONTRACT	10,000.00
12/30/2024	23626	O'Reilly Auto Parts	PARTS/SUPPLIES	316.46
12/30/2024	23627	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	36.33
12/30/2024	23628	Ok Firefighters Pension System	FIRE PENSION	1,238.46
12/30/2024	23629	OK MUNICIPAL RETIREMENT FUND	TOWN PENSION	492.32
12/30/2024	23630	Oklahoma ROUTE 66 ASSOCIATION	TRIP GUIDE ADVERTISEMENT	450.00
12/30/2024	23631	OMAG	GL/AUTO INSURANCE/COMP	4,268.39

12/30/2024	23632	ONG	NATURAL GAS SERVICE	579.70
12/30/2024	23633	THOMSON REUTERS - WEST	POLICE DEPT SOFTWARE	175.13
12/30/2024	23634	TOP TIER TACTICAL	ACCESSORIES	57.50
12/30/2024	23635	WEIS FIRE & SAFETY EQUIPMENT	FIRE EQUIPMENT	1,090.39
12/30/2024	23636	XCEL OFFICE SOLUTIONS-DALLAS	I.T./COPIER SERVICES	1,240.70
12/31/2024	EFT	QuickBooks Payroll	POLICE DEPT PAYROLL	19,139.30
01/02/2025	EFT	IRS	FEDERAL PAYROLL TAX	1,260.94
01/02/2025	EFT	INTUIT	QUICKBOOKS ONLINE FOR LPWA	99.00
01/06/2025	EFT	Google Play	TOWN GMAIL	266.40
01/06/2025	EFT	INTUIT	QUICKBOOKS ONLINE FOR TOWN	99.00
01/07/2025	EFT	MERCHANT SERVICES IPS	CARD TRANSACTION FEES	141.02
01/08/2025	EFT	QuickBooks Payroll	TOWN/FD/COURT(POLICE) PAYROLL	5,718.77
01/08/2025	EFT	IRS	FEDERAL PAYROLL TAX	2,087.06
01/08/2025	23637	INTERSTATE CONSTRUCTION ADMIN	INSPECTION FEES - LPS PROJECT	1,162.50
01/09/2025	EFT	FUELMAN	DEC 2024 FUEL	3,639.59
01/09/2025	EFT	PITNEY BOWES	QTRLY POSTAGE MACHINE LEASE	164.91
01/14/2025	EFT	Ok Police Pension	POLICE DEPT PENSION	5,308.98
01/14/2025	23638	ABERDEEN ENTERPRIZES II, INC	CITATION COLLECTION FEES	350.17
01/14/2025	23639	Ameritas Life Insurance Corp	VOLUNTARY VISION INSURANCE	142.24
01/14/2025	23640	BLUECROSS BLUESHIELD OF OK	HEALTH INSURANCE	10,020.53
01/14/2025	23641	Brent Coldiron	COURT PROSECUTOR	950.00
01/14/2025	23642	CHANDLER TIRE CENTER	TIRES/REPAIRS	1,656.15
01/14/2025	23643	Cimarron Valley Engineering LLC	ENGINEERING SERVICES	4,605.00
01/14/2025	23644	CLEET	COLLECTION FEES DUE TO STATE	267.84
01/14/2025	23645	DANIEL MCCLURE SR.	CODE ENFORCEMENT SERVICES	1,000.00
01/14/2025	23646	DENNIS MCGRATH	JUDICIAL SERVICES	950.00
01/14/2025	23647	DEPT OF PUBLIC SAFETY	OLETS SERVICES	66.00
01/14/2025	23648	Dollar General - Regions 410526	TOILETRIES/CLEANING SUPPLIES	82.65
01/14/2025	23649	FLUENTSTREAM TECHNOLOGIES	VOIP PHONE HOSTING	350.66
01/14/2025	23650	FOP LODGE 230	PD CONTRIBUTIONS	390.00
01/14/2025	23651	GALLS, LLC	UNIFORM ACCESSORIES	89.95
01/14/2025	23652	GRANITE TELECOM	PD LANDLINE FOR FAX	141.64
01/14/2025	23653	JEFF SCHWARZMEIER	PHONE REIMBURSEMENT	50.00

01/14/2025	23654	Luther Hardware, LLC	PARTS/SUPPLIES	160.89
01/14/2025	23655	METCO	SOIL TESTING SVS FOR LPWA SHOP	130.20
01/14/2025	23656	O'Reilly Auto Parts	PARTS/SUPPLIES	27.34
01/14/2025	23657	OG&E	ELECTRIC SERVICE	1,146.94
01/14/2025	23658	OCSPC	DEDUCTIONS	195.32
01/14/2025	23659	Oklahoma Firefighters Pension System	FIRE PENSION	619.23
01/14/2025	23660	OK MUNICIPAL RETIREMENT FUND	TOWN PENSION	253.44
01/14/2025	23661	Ok Uniform Building Code Commission	FEES DUE TO STATE	8.00
01/14/2025	23662	OSBI - Fee Assessments	CITATION FEES DUE TO STATE	524.34
01/14/2025	23663	THE CHILDS LAW FIRM, PLLC	TOWN ATTORNEY SERVICES	4,087.50
01/14/2025	23664	YOUNG & ASSOCIATES CPAs	ACCOUNTING SERVICES	1,040.00
01/14/2025	23665	Cimarron Valley Engineering LLC	ENGINEERING SERVICES	4,353.75
01/14/2025	23666	Cimarron Valley Engineering LLC	ENGINEERING SERVICES	10,000.00
				<u>\$187,461.71</u>

Town of Luther
Budget vs. Actuals: Town General Fund FY24-25 - FY25 P&L
 December, 2024

	Dec 2024				Total			
	Actual	Budget	over Budget	% of Budget	Actual	Budget	over Budget	% of Budget
Income								
Donations			0.00		200.00	0.00	200.00	
Fines & Forfeitures	7,853.79	13,475.00	-5,621.21	58.28%	70,118.50	80,850.00	-10,731.50	86.73%
Grant Revenue		0.00	0.00		168,718.89	180,000.00	-13,281.11	92.62%
Interest/Insurance Subsidy	3,115.86	3,600.00	-484.14	86.55%	22,576.38	21,600.00	976.38	104.52%
Licenses & Permits	4,408.81	3,000.00	1,408.81	146.96%	14,371.42	18,000.00	-3,628.58	79.84%
Other/Rents/Fees	9,211.17	1,000.00	8,211.17	921.12%	14,642.10	6,000.00	8,642.10	244.04%
Reimbursement SRO	21,321.04	13,800.00	7,521.04	154.50%	38,788.45	82,220.00	-43,433.55	47.17%
Tax Revenues			0.00		0.00	0.00	0.00	
Alcoholic Beverage Taxes	360.73	300.00	60.73	120.24%	2,078.17	1,800.00	278.17	115.45%
Capital Improvement-Sales Tax	8,917.59	9,000.00	-82.41	99.08%	58,424.45	54,000.00	4,424.45	108.19%
Cigar & Cigarette Taxes	375.67	350.00	25.67	107.33%	2,107.56	2,100.00	7.56	100.36%
Franchise Taxes	275.00	500.00	-225.00	55.00%	39,867.91	38,500.00	1,367.91	103.55%
Gasoline Tax	243.57	220.00	23.57	110.71%	1,442.37	1,320.00	122.37	109.27%
Motor Vehicle Taxes	814.45	928.00	-113.55	87.76%	5,148.67	5,568.00	-421.33	92.43%
Sales Taxes	45,202.14	48,000.00	-2,797.86	94.17%	292,375.36	288,000.00	4,375.36	101.52%
Use Taxes	17,220.94	16,000.00	1,220.94	107.63%	116,595.70	98,000.00	20,595.70	121.45%
Total Tax Revenues	\$ 73,410.09	\$ 75,298.00	-\$ 1,887.91	97.49%	\$ 518,038.19	\$ 487,288.00	\$ 30,750.19	106.31%
Transfer In for Cap Outlay		10,335.00	-10,335.00	0.00%	0.00	51,210.00	-51,210.00	0.00%
Total Income	\$ 119,320.76	\$ 120,508.00	-\$ 1,187.24	99.01%	\$ 845,450.93	\$ 927,168.00	-\$ 81,717.07	91.19%
Gross Profit	\$ 119,320.76	\$ 120,508.00	-\$ 1,187.24	99.01%	\$ 845,450.93	\$ 927,168.00	-\$ 81,717.07	91.19%
Expenses								
Fire Department			0.00		0.00	0.00	0.00	
Maint & Operations (FD)			0.00		0.00	0.00	0.00	
ALL Insurance	1,315.84	465.00	850.84	282.98%	3,788.35	2,790.00	998.35	135.78%
Bunker Gear/Uniforms	57.50	0.00	57.50		597.50	6,000.00	-5,402.50	9.96%
Dues/Memberships/VolPension		300.00	-300.00	0.00%	0.00	1,800.00	-1,800.00	0.00%
Equipment Repairs/Mtc		600.00	-600.00	0.00%	1,241.53	3,600.00	-2,358.47	34.49%
Fuel	580.44	825.00	-244.56	70.36%	4,477.64	4,950.00	-472.36	90.46%
Grant Expenditures	14,702.76	15,648.00	-945.24	93.96%	21,722.76	15,648.00	6,074.76	138.82%
Office Supplies / Expenses	119.88	75.00	44.88	159.84%	659.41	450.00	209.41	146.54%
Parts / Supplies / Repairs	1,292.18	375.00	917.18	344.58%	4,330.01	2,250.00	2,080.01	192.44%
Phone / Internet / IT	3,411.88	850.00	2,561.88	401.40%	5,494.67	5,100.00	394.67	107.74%
Travel / Training	1,050.00	375.00	675.00	280.00%	2,789.69	2,250.00	539.69	123.99%
Utilities	286.79	525.00	-238.21	54.63%	1,442.68	3,150.00	-1,707.32	45.80%
Vehicle/Repair/Maintenance		1,000.00	-1,000.00	0.00%	79.22	6,000.00	-5,920.78	1.32%
Total Maint & Operations (FD)	\$ 22,817.27	\$ 21,038.00	\$ 1,779.27	108.46%	\$ 46,823.46	\$ 53,988.00	-\$ 7,364.54	86.36%
Payroll (FD)			0.00		0.00	0.00	0.00	
Employee Benefits	1,929.10	1,535.69	393.41	125.62%	8,736.02	9,214.14	-478.12	94.81%
Salary / Wage / Payroll Tax	5,310.05	4,820.00	490.05	110.17%	30,965.37	28,920.00	2,045.37	107.07%
Total Payroll (FD)	\$ 7,239.15	\$ 6,355.69	\$ 883.46	113.90%	\$ 39,701.39	\$ 38,134.14	\$ 1,567.25	104.11%
Total Fire Department	\$ 30,056.42	\$ 27,393.69	\$ 2,662.73	109.72%	\$ 86,324.85	\$ 92,122.14	-\$ 5,797.29	93.71%
General Government			0.00		0.00	0.00	0.00	
Capital Outlay (GG)	10,151.00	21,035.00	-10,884.00	48.26%	20,302.00	288,590.00	-268,288.00	7.03%

Maint & Operations (GG)			0.00		0.00	0.00	0.00	0.00
ALL Insurance	3,148.61	650.00	2,498.61	484.40%	6,383.18	3,800.00	2,583.18	167.98%
Bank/Card Fees	60.00	75.00	-15.00	80.00%	756.13	450.00	306.13	168.03%
Budget / Other Publications	450.00	200.00	250.00	225.00%	756.44	1,200.00	-443.56	63.04%
Contract Labor	1,000.00	2,000.00	-1,000.00	50.00%	8,281.25	12,000.00	-3,718.75	69.01%
Dues & Memberships		300.00	-300.00	0.00%	3,645.35	1,800.00	1,845.35	202.52%
Emergency Management		100.00	-100.00	0.00%	0.00	600.00	-600.00	0.00%
Grant Expenditures	14,056.30	0.00	14,056.30		501,596.20	608,000.00	-106,403.80	82.50%
LEDA Maint & Operations		1,000.00	-1,000.00	0.00%	46.84	5,000.00	-4,953.16	0.94%
Office Supplies / Expenses	678.66	275.00	403.66	246.79%	2,010.15	1,650.00	360.15	121.83%
Parks Commission	229.08	200.00	29.08	114.54%	1,348.17	1,200.00	148.17	112.35%
Parts / Supplies / Repairs		300.00	-300.00	0.00%	16.99	1,800.00	-1,783.01	0.94%
Phone / Internet / IT	1,139.42	1,000.00	139.42	113.94%	7,461.00	6,000.00	1,461.00	124.35%
Postage	100.00	150.00	-50.00	66.67%	879.82	900.00	-20.18	97.76%
Professional Services	7,850.00	11,500.00	-3,650.00	68.26%	18,152.08	36,500.00	-18,347.92	49.73%
Rentals/Misc		0.00	0.00		-50.00	0.00	-50.00	
Training / Travel		100.00	-100.00	0.00%	300.00	600.00	-300.00	50.00%
Utilities	181.34	1,650.00	-1,468.66	10.99%	6,510.98	9,900.00	-3,389.02	65.77%
Total Maint & Operations (GG)	\$ 28,893.41	\$ 19,500.00	\$ 9,393.41	148.17%	\$ 558,094.58	\$ 691,400.00	-\$ 133,305.42	80.72%
Payroll (GG)			0.00		0.00	0.00	0.00	
Employee Benefits	1,956.32	1,862.21	94.11	105.05%	10,129.14	11,173.26	-1,044.12	90.66%
Salary / Wage / Payroll Tax	8,574.08	9,309.42	-735.34	92.10%	59,217.23	55,856.52	3,360.71	106.02%
Total Payroll (GG)	\$ 10,530.40	\$ 11,171.63	-\$ 641.23	94.26%	\$ 69,346.37	\$ 67,029.78	\$ 2,316.59	103.46%
Total General Government	\$ 49,574.81	\$ 51,706.63	-\$ 2,131.82	95.88%	\$ 647,742.95	\$ 1,047,019.78	-\$ 399,276.83	61.87%
Police Department			0.00		0.00	0.00	0.00	
Capital Outlay (PD)	41,679.00		41,679.00		213,875.00	0.00	213,875.00	
Maint & Operations (PD)			0.00		0.00	0.00	0.00	
ALL Insurance	1,557.44	1,250.00	307.44	124.60%	8,475.71	7,500.00	975.71	113.01%
Attorney & Judge		2,000.00	-2,000.00	0.00%	9,500.00	12,000.00	-2,500.00	79.17%
Code/ACO		100.00	-100.00	0.00%	0.00	600.00	-600.00	0.00%
Credit Card Fees	78.92	50.00	28.92	157.84%	1,534.29	300.00	1,234.29	511.43%
Fuel	2,205.20	3,335.00	-1,129.80	66.12%	16,428.81	20,010.00	-3,581.19	82.10%
Jail / Prisoner Fees		300.00	-300.00	0.00%	1,171.25	1,800.00	-628.75	65.07%
Office Supplies / Expenses	213.64	500.00	-286.36	42.73%	2,260.66	3,000.00	-739.34	75.36%
OSBI/OTHER Fees	911.12	2,085.00	-1,173.88	43.70%	9,572.52	12,510.00	-2,937.48	76.52%
Parts / Supplies / Repairs	1,398.67	900.00	498.67	155.41%	4,054.87	5,400.00	-1,345.13	75.09%
PD Grant Expenditures	4,418.00	0.00	4,418.00		8,513.00	0.00	8,513.00	
Phone / Internet / IT	2,195.56	2,670.00	-474.44	82.23%	12,906.00	16,020.00	-3,114.00	80.56%
Training / Travel		625.00	-625.00	0.00%	1,066.43	3,750.00	-2,683.57	28.44%
Uniforms		575.00	-575.00	0.00%	1,475.91	3,450.00	-1,974.09	42.78%
Utilities	111.57	230.00	-118.43	48.51%	721.22	1,380.00	-658.78	52.26%
Total Maint & Operations (PD)	\$ 13,090.12	\$ 14,620.00	-\$ 1,529.88	89.54%	\$ 77,680.67	\$ 87,720.00	-\$ 10,039.33	88.56%
Payroll (PD)			0.00		0.00	0.00	0.00	
Employee Benefits	11,855.71	11,228.43	627.28	105.59%	49,215.35	67,370.58	-18,155.23	73.05%
Salary / Wage / Payroll Tax	53,675.41	35,574.92	18,100.49	150.88%	201,064.74	213,449.52	-12,384.78	94.20%
Total Payroll (PD)	\$ 65,531.12	\$ 46,803.35	\$ 18,727.77	140.01%	\$ 250,280.09	\$ 280,820.10	-\$ 30,540.01	89.12%
Total Police Department	\$ 120,300.24	\$ 61,423.35	\$ 58,876.89	195.85%	\$ 541,835.76	\$ 368,540.10	\$ 173,295.66	147.02%
Total Expenses	\$ 199,931.47	\$ 140,523.67	\$ 59,407.80	142.28%	\$ 1,275,903.66	\$ 1,507,682.02	-\$ 231,778.46	84.63%
Net Operating Income	-\$ 80,610.71	-\$ 20,015.67	-\$ 60,595.04	402.74%	-\$ 430,452.63	-\$ 580,514.02	\$ 150,061.39	74.15%
Other Expenses								
Payroll Suspende	0.00		0.00		0.00	0.00	0.00	

Transfer to LPWA
Transfers In/Out
Transfers In/Out (GG)
Total Other Expenses
Net Other Income
Net Income

	1,613.00	1,613.00	0.00	100.00%	9,678.00	9,678.00	0.00	100.00%
	0.00	0.00	0.00		-1,313.21	0.00	-1,313.21	
			0.00		0.00	0.00	0.00	
	\$ 1,613.00	\$ 1,613.00	\$ 0.00	100.00%	\$ 8,364.79	\$ 9,678.00	-\$ 1,313.21	86.43%
	-\$ 1,613.00	-\$ 1,613.00	\$ 0.00	100.00%	-\$ 8,364.79	-\$ 9,678.00	\$ 1,313.21	86.43%
	-\$ 82,223.71	-\$ 21,628.67	-\$ 60,595.04	380.16%	-\$ 438,817.42	-\$ 590,192.02	\$ 151,374.60	74.35%
					1275903.56			
					428353.65			

EXPENSE LESS FIRE TRUCK	847549.91
INCOME	845450.93
EXPECTED GRANT REIMBURSEMENTS	90,000.00

As you may recall, my father's illness and my subsequent absence occurred in the beginning of August. The Board voted on a budget amendment in late July. I have not completed the adjustment to the budget in Quickbooks at this time. Also, as a reminder, we are still due several reimbursements on grants, and we paid out in **This** budget year for the fire engine that we received grant funds on in the **Previous Year**. (\$428,353.65)
 I will have all budgets brought up to date by the end of January.

Town of Luther and Luther Public Works Authority

October 8, 2024 November 12, 2024 December 10, 2024 January 13, 2025

Checking and Savings

Capital Improvement Fund	\$94,214.13	122,771.47	\$122,827.98	152,818.01		
Cemetery Care Fund	\$10,948.09	12,348.09	\$12,348.09	12,348.09		
Econ Dev Authority-LEDA	\$2,796.74	2,796.74	\$2,796.74	2,796.74		
Fire Department Grant	\$31,175.15	21,157.83	\$2,790.43	2,790.43		
General Fund	\$1,214,969.49	891,501.56	\$992,594.89	891,200.29		
LPWA Fund	\$75,359.63	91,405.88	\$89,208.02	174,023.94		
LPWA Utility Deposits	\$37,414.50	37,914.82	\$37,915.13	37,915.45		
Rainy Day Fund LPWA	\$8,564.31	8,564.38	\$8,564.45	8,564.52		
Rainy Day Fund Town	\$3,366.00	3,366.00	\$3,366.00	3,366.00		
Technology Fee Account	\$34,179.69	35,098.09	\$36,217.02	36,936.59		
TOTALS	\$1,512,987.73	\$1,226,924.86	\$1,308,628.75	\$1,322,760.06		

CD's

LPWA Fund	\$8,639.43	\$8,639.50	\$8,639.58	\$8,639.65		
Town of Luther	\$154,114.32	\$154,115.59	\$154,116.89	\$154,118.16		
Town of Luther	\$111,863.81	\$111,864.73	\$111,865.68	\$111,866.59		
LPWA Fund	\$26,250.49	\$26,250.71	\$26,250.93	\$26,251.14		
Town of Luther	\$151,526.67	\$151,527.95	\$151,529.20	\$151,530.48		
TOTALS	\$452,394.72	\$452,398.48	\$452,402.28	\$452,406.02		

TOTAL OF ALL ACCOUNTS \$1,965,382.45 \$1,679,323.34 \$1,761,031.03 \$1,775,166.08 \$0.00 **\$0.00**



CODE ENFORCEMENT MONTHLY REPORT/Dec/24

ACTIVITY:

Contacts Made: 17

The following is a list of cases opened and actions taken.

11 Trash and Debris

9 Corrective Actions were made.

2 warning issued.

8 Courtesy Notices issued.

2 Appliances in yard.

4 Furniture

Spoke to multiple neighbors in person.

Highlights:

Contact was made with Owner of RV part on multiple Lots installing fence with no permit.

Contacted new Business in town remodeling old Building on Dobbs that was built in 1929.

Did a little research and found what looks to be 30 vehicles in town inop.

Stopped and complimented multiple residents on how well properties looked.

**Daniel McClure
Code Enforcement Officer**



Luther Police Department

108 S. Main, PO Box 56

Luther, OK 73054

Phone: 405-277-3500

Fax: 405-277-4315

1/4/2025

Contained in this report is the statistics for the month of December 2024 including a yearly report for the Luther Police Department for 2024. This year's annual report is a condensed combined format.

If anyone would like a more detailed report in a specific area please feel free to contact me and I will provide you with a detailed report.

With the closure of State highway 66 it has affected our statistics over the last few months but the impact was not as severe as what we initially expected.

Please contact me if I can provide you with any further information on the police department. Thank you for your continued support, we look forward to a great year ahead.

Sincerely,
Captain Warren
Luther Police Department
les.warren@lutherpolice.org
405-277-3500
405-229-7555

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December 2024 Arrest Record

Annual 2024 Citation Report By Month

Annual Report 2023,2024,2025 Citation Report

LPD 2024 Radio Log By Call Type Summary Report by Month

2024 Citation Violation Report

2024 Wrecker/Impound Report

2024 Collision List Report

Luther Police Department December 2024 Arrest Record

12/23/2024 Municipal Charges Possession of Controlled Dangerous Substance, Paraphernalia, Driving Under Suspension, Defective Equipment. Bond Amount 2,565.00 (Misdemeanor) Lincoln County Jail.

12/23/2024 Possession of Controlled Dangerous Substance, Paraphernalia. Bond Amount 1,590.00 (Misdemeanor) Lincoln County Jail.

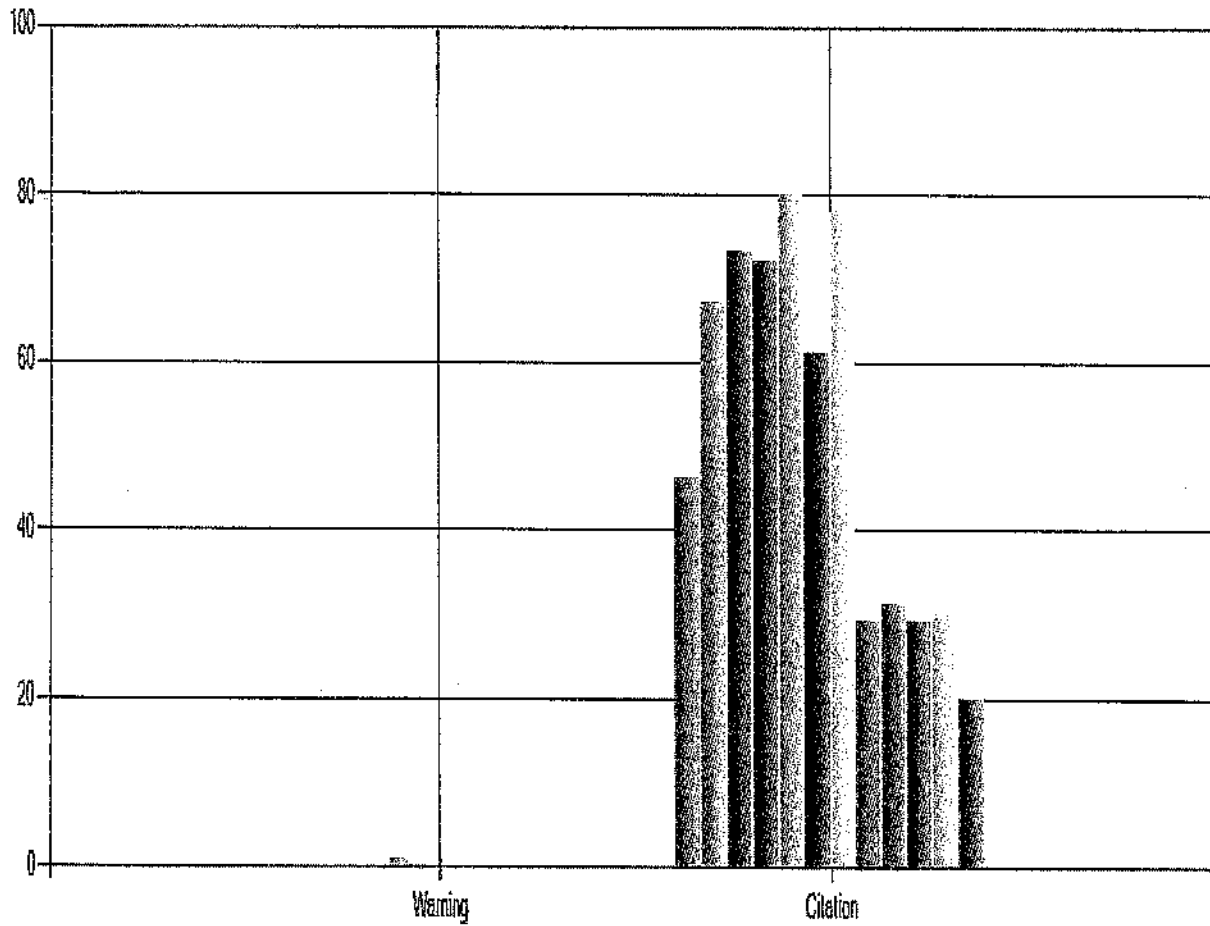
12/31/2024 Driving Under The Influence, Possession of Controlled Dangerous Substance, Transporting an Open Container, Possession of Marijuana, Speeding, Fail to Signal Intent. (Misdemeanor) Jailed at Oklahoma County Jail State Charges.

Annual Report / Citation - Warnings Report

2024

Warning	0	0	0	0	1	0	0	0	0	0	0	0	1
Citation	46	67	73	72	80	61	78	29	31	29	30	20	616

Monthly Report - Traffic Citation / Warning Report

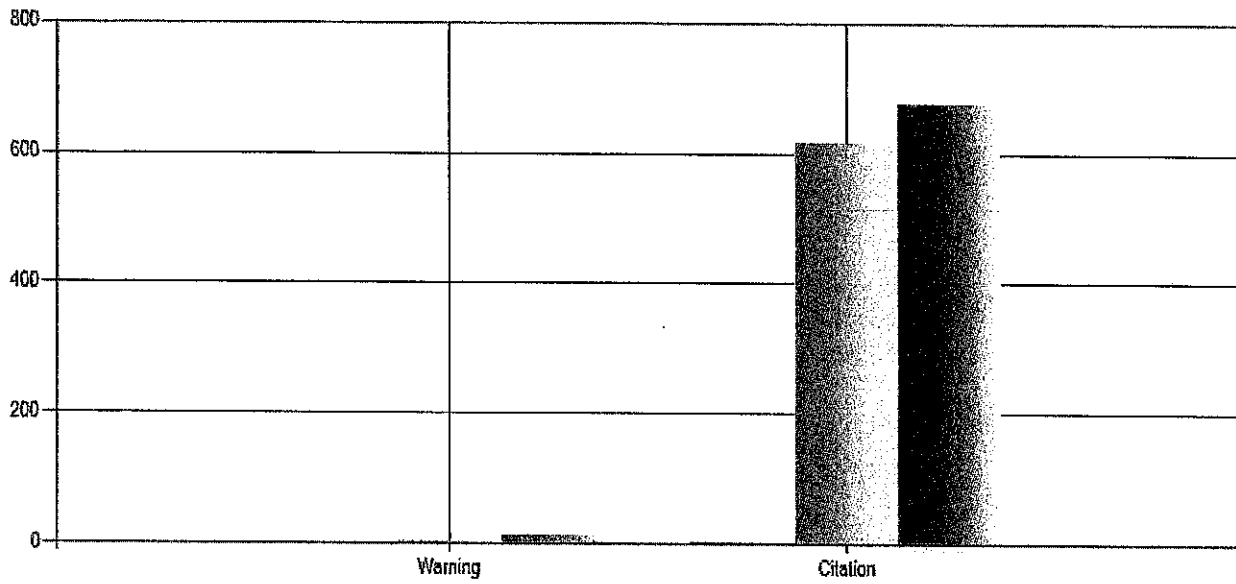


Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

Annual Report / Citation - Warnings Report

Island	2025	2024	2023
Warning	0	1	11
Citation	1	616	675
GRAND TOTAL	1	617	686

Annual Report - Traffic Citation / Warning Report



2025 2024 2023

Luther Police Department

Radio Log By Call Type Summary Report

Year 2024

Call Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
911 hang up	2	0	0	0	1	0	1	1	0	0	0	0	0
Abandoned Vehicle	0	3	1	2	0	2	1	6	0	0	0	0	0
Accident w/ Injury	0	0	0	0	2	1	3	2	1	2	0	0	0
Accident w/o Injury	1	1	1	2	1	1	1	0	1	1	1	1	0
ADMINISTRATIVE DUTY	1	4	2	3	0	1	1	0	0	0	0	1	0
Agency Assist	7	15	12	12	7	15	11	16	17	6	15	20	0
Alarm	2	1	1	3	2	0	3	2	1	5	1	3	0
Animal Complaint	4	8	1	10	3	3	1	3	8	1	1	1	0
Assault	0	0	0	0	1	0	0	0	1	0	0	0	0
BOLO	0	0	0	0	0	0	1	0	0	0	0	0	0
Burglary	0	0	0	0	0	0	0	0	0	1	0	0	0
Child Abuse	0	0	0	0	0	0	0	0	1	1	0	0	0
Civil Service	0	0	0	0	1	0	0	0	0	1	0	0	0
Civil Standby	0	1	0	1	1	0	0	0	0	0	0	1	0
Code enforcement violation	1	0	2	0	1	0	1	0	1	0	0	0	0
DA's office	0	0	0	0	1	0	1	0	0	0	0	0	0
Debris In Roadway	1	0	1	1	1	0	0	0	0	0	0	0	0
Department Meeting	0	0	0	1	0	0	0	0	0	0	0	0	0
Disturbance	3	2	3	0	3	2	1	0	2	4	0	2	0
Domestic Violence	1	1	0	0	0	0	1	1	3	0	0	0	0
Escort/parade	1	0	1	0	0	0	1	0	0	0	1	2	0
Evidence	0	0	0	0	0	0	1	0	0	0	0	1	0
Extra Patrol	3	2	5	1	2	2	0	2	0	0	0	0	0
Fire Call	1	2	3	1	0	0	2	2	2	1	1	1	0
Follow Up	5	4	1	5	3	0	0	3	1	2	1	0	0
Found Property	0	0	0	0	1	0	0	0	0	0	0	1	0
Fraud	0	1	1	0	0	0	1	0	1	0	0	0	0
Hazmat Incident	0	0	0	0	1	0	0	0	0	0	0	0	0
Hit and Run	0	0	0	1	0	0	0	0	0	0	0	0	0
Information	5	8	5	1	10	6	9	9	4	10	4	6	0
Intoxicated Driver	0	0	0	1	0	0	0	0	0	0	0	0	0
Intoxicated Person	0	0	1	0	0	0	0	0	0	0	0	1	0
Juvenile complaint	0	0	1	0	1	0	1	0	1	0	0	0	0
Livestock/Large Animal	2	1	2	1	1	3	1	0	4	0	1	0	0
Medical Call	1	5	6	0	5	1	5	4	1	3	0	0	0
Misc. Police Work	10	9	6	4	5	1	2	3	4	1	1	3	0
Missing Person	0	0	1	1	0	0	0	0	1	1	0	1	0
Motorist Assist	4	2	1	1	2	2	0	2	1	2	0	0	0
Municipal court	1	1	0	1	0	1	1	1	0	0	0	0	0
Noise Complaint	0	0	0	0	1	0	0	0	1	1	0	0	0
Off Duty	29	29	28	30	21	26	28	42	31	25	28	30	0
Officer Needs Assistance	0	0	0	0	0	0	1	1	0	0	0	0	0
On Duty	55	57	57	55	50	54	57	64	43	30	38	33	0
Open Door	0	0	1	0	0	0	1	0	2	0	0	0	0
Paperwork	3	3	3	4	2	4	0	4	2	0	0	0	0
Pedestrian check	0	0	0	3	2	0	1	0	0	0	0	0	0
Power Line Down	0	0	0	1	0	0	0	0	2	0	0	0	0
Pursuit	0	1	0	0	0	0	0	1	0	0	0	0	0
Receive Information	0	0	0	0	0	0	0	0	0	1	0	0	0
Reckless Driver	2	3	2	1	1	1	1	0	1	1	1	0	0
Request for city utilities	1	0	0	0	0	0	0	0	0	0	0	0	0

Robbery in progress	1	0	0	0	0	0	0	0	0	0	0	0	0
Runaway	0	2	0	0	1	0	0	2	0	0	0	0	0
School Function	0	0	0	0	0	0	0	1	0	0	0	0	0
Sex offense	0	0	0	0	0	0	0	0	0	0	0	1	0
Shooting complaint	0	0	0	0	0	0	0	0	0	1	0	0	0
Shots Fired	0	0	0	0	0	0	0	2	0	0	0	0	0
Signal 30/DOA	3	0	0	1	0	0	0	0	0	0	0	0	0
Signal 8/ Mental Health	1	1	1	1	0	1	0	1	0	0	0	0	0
Special Detail	0	1	1	2	1	2	0	0	0	1	0	0	0
Stolen Vehicle	0	0	1	0	0	1	0	0	0	0	0	0	0
Suicidal Subject	2	1	0	0	0	0	0	1	1	0	0	0	0
Suspicious Activity	3	1	3	3	1	0	2	2	0	1	0	0	0
Suspicious Person	2	0	1	2	2	4	3	4	0	1	0	2	0
Suspicious Vehicle	1	0	1	1	1	0	1	0	1	1	0	2	0
Theft/Larceny	0	1	1	0	0	1	0	0	0	0	0	0	0
Threats/Harassment	3	3	0	0	0	1	0	0	3	1	0	1	0
Town Meeting	0	0	0	2	0	0	1	0	0	0	0	0	0
Traffic Control	0	0	1	0	0	0	2	0	0	0	0	1	0
Traffic Detail	0	1	3	1	0	0	0	0	0	0	0	0	0
GRAND TOTAL	162	175	162	160	139	136	149	182	143	106	94	115	0

Luther Police Department

Citation Violation Report

From 01/01/2024 - 12/31/2024

Total records found : 43

Violation	# of Citation	Total Amount
A&B-DOMESTIC	1	\$580.00
ACCIDENT - LEAVING SCENE NON-INJURY	1	\$0.00
ALL OTHER VIOLATIONS-CRIMINAL	2	\$520.00
ANIMAL-HARBOR VICIOUS	1	\$530.00
DRIVING- FAILURE TO DEVOTE	1	\$280.00
DRIVING- FAILURE TO SLOW/YIELD-EMERGENCY VEHICLE	1	\$280.00
DRIVING- FAILURE TO YEILD FROM STOP SIGN	1	\$280.00
DRIVING- SUSP, CANCELL, REVOCATION, DENIED	19	\$14,630.00
DRIVING- WITHOUT CURRENT STATE D/L	3	\$840.00
DRIVING-FOLLOWING TO CLOSE	1	\$280.00
DRIVING-LEFT OF CENTER	1	\$197.00
DRIVING-OFF ROADWAY TO RIGHT	1	\$280.00
DRIVING-PASSING IN NO PASSING ZONE	7	\$1,960.00
DRIVING-RECKLESS	4	\$2,320.00
DRUGS - PARAPHERNALIA	9	\$6,920.00
DRUGS- POSSESSION MARIJUANA	15	\$7,255.00
DRUGS-CDS, POSSESSION	13	\$10,640.00
EQUIPMENT- REQUIRED MOTOR VEHICLE	9	\$1,720.00
FAILURE TO APPEAR / COMPLY	1	\$244.00
INSURANCE-FAILURE TO COMPLY WITH COMPULSORY INSURANCE LAW	18	\$4,700.00
LICENSE- RESTRICTION	1	\$280.00
LICENSE- STATE D/L REQUIRED	16	\$4,000.00
MINOR- POSSESSION TOBACCO AND/OR ALLOWING	1	\$280.00
PARKING/STOPPING/STANDING-PROHIBITED AREA	1	\$200.00
PASSING- ILLEGAL	3	\$1,290.00
PI- PUBLIC INTOX- ALCOHOL/DRUGS	1	\$180.00
SPEED - EXCESSIVE	223	\$39,960.00
SPEEDING - 1-10 OVER LIMIT	16	\$1,360.00
SPEEDING - 11-15 OVER LIMIT	132	\$26,650.00
SPEEDING - 16-20 OVER LIMIT	34	\$7,820.00
SPEEDING - 21-25 OVER LIMIT	13	\$3,315.00
SPEEDING - 26-30 OVER LIMIT	11	\$2,915.00
SPEEDING - 31 OR MORE OVER	3	\$840.00
SPEEDING - CONSTRUCTION ZONE	1	\$280.00
SPEEDING - SCHOOL ZONE	11	\$3,080.00
STOP SIGN- FAILURE TO STOP	13	\$3,640.00
TAG- EXPIRED/ ILLEGAL DISPLAY	11	\$2,080.00
TAG- FAIL TO PAY TAXES DUE STATE (EXP 90+ DAYS)	11	\$2,000.00
TAG-FAIL TO REGISTER WITHIN 30 DAYS	2	\$410.00
TAMPERING- PUBLIC UTILITIES / WATER METER	1	\$580.00
TRAFFIC CONTROL- DISREGARD SIGN/DEVICE	1	\$330.00
TRANSPORT OPEN CONTAINER - 3.2 BEER	1	\$330.00
WEAPON- POSSESSION /CARRY - DANGEROUS/DEADLY	1	\$580.00
TOTALS	617	\$156,856.00

Luther Police Department

Wrecker Report

From 01/01/2024 - 12/31/2024

Wrecker Name	Called Time	Tag No	Last Name	First Name	Middle Name	Location	Reason Called	Note
RAGSDALE WRECKER SERVICE	12/23/2024 17:24	pdz781	moore	catrina		178th and hogback	arrest	
4 WHLZ UP	08/13/2024 10:18					HWY66 and N Ash	Accident	Towed two vehicles
RAGSDALE WRECKER SERVICE	08/07/2024 22:06	opg754	carr	trisha		18750 hwy 66	no insurance	
4 WHLZ UP	08/06/2024 19:32	8q1468	sanders	colt		hwy 66 and 3320rd	arrest	
4 WHLZ UP	07/30/2024 22:00							No Answer
RAGSDALE WRECKER SERVICE	07/30/2024 22:00	NZY688	Galvan	Eliza		HWY 66 and N Ash	D.U.S	
RAGSDALE WRECKER SERVICE	07/27/2024 00:30	jsr778	kraft	erica		17325 hwy 66	dui	
4 WHLZ UP	07/23/2024 23:45	jtu882	vachon	kristin		hwy 66 and luther	ragsdale not available cds arrest	
RAGSDALE WRECKER SERVICE	07/23/2024 23:43	jtu882	vachon	kristin		66 and luther		
4 WHLZ UP	07/20/2024 18:40	NEJ916	Morales	Jose		HWY 66 and N Ash	No Insurance, Expired Tag, and No DL	
RAGSDALE WRECKER SERVICE	07/19/2024 18:00						accident	did not show up
4 WHLZ UP	06/29/2024 21:20	paper tag	cooper	Joe		19300 blk luther rd	arrest	
RAGSDALE WRECKER SERVICE	06/27/2024 23:24	pph627	REED	Maryanne		hwy 66 and luther	DUI	
4 WHLZ UP	06/27/2024 20:31	pph627	reed	maryanna		66 and luther	dui	
RAGSDALE WRECKER SERVICE	06/21/2024 21:47	eap232	wishon	jacob		hwy66 and peebly	no insurance	
4 WHLZ UP	06/21/2024 21:45						out of town	
4 WHLZ UP	06/17/2024 21:35							
RAGSDALE WRECKER SERVICE	06/17/2024 21:35	jek441	steiner	austin		covell and luther rd	arrest	
RAGSDALE WRECKER SERVICE	06/01/2024 01:02	kyz115	ross	gregory		hwy 66 and luther		
4 WHLZ UP	05/27/2024 14:13	PDU142	MARTINEZ	KARLA		E HWY 66 & DOBBS	WRECK	HIT AND RUN JOSE MARTINEZ JUAREZ SUSPECT
4 WHLZ UP	05/05/2024 01:45							no answer
RAGSDALE WRECKER SERVICE	05/05/2024 01:45	jtp277	dugan	colby		66 and harrah	expired tag	
RAGSDALE WRECKER SERVICE	04/24/2024 12:12	nxs643	thomas	douglas		178th and luther rd	reckless driving and dus	
4 WHLZ UP	04/09/2024 08:45	CEC866	LINDSAY	KAYLA		1ST & MAIN	EXPIRED TAG	SPEED, DEFECTIVE EQUIPMENT WARNING
RAGSDALE WRECKER SERVICE	03/28/2024 19:51	KZX871	HERRERTE	ARIS		HWY 66 AND TRIPLE X JE	TRAFFIC/SPEEDING/NO DL	













4 WHLZ UP	03/18/2024 17:59	OAU006	KETCHER	MATTHEW		HWY 66 AND TRIPLE X JE	TRAFFIC/SPEEDING/NO INSURANCE
RAGSDALE WRECKER SERVICE	03/16/2024 22:00	MCK741	RAMOS	BOANERGES		HWY 66 AND TRIPLE X JE	TRAFFIC/SPEEDING/NO DL
4 WHLZ UP	03/16/2024 20:31	cn27290	PORTER	Katelyn		HWY 66 AND TRIPLE X JE	TRAFFIC/SPEEDING/NO INSURANCE
RAGSDALE WRECKER SERVICE	02/22/2024 02:07	gjz852	williams	amanda		saints blvd and harbor town	pursuit
4 WHLZ UP	02/12/2024 19:52	KYM362	Wein	Brice	Stanley	111 e 1st st	Apc
RAGSDALE WRECKER SERVICE	02/10/2024 15:48	EAP274	KETCHER	DONALD		HWY 66 AND ASH	TRAFFIC/SPEEDING/NO INSURANCE
4 WHLZ UP	02/03/2024 21:34	DKG696	SPENO	SOFIA		HWY 66 AND TRIPLE X JE	TRAFFIC/SPEEDING/NO DL
RAGSDALE WRECKER SERVICE	02/01/2024 21:36	BLL176	HERNANDEZ	HECTOR	F	HWY 66 AND TRIPLE X JE	TRAFFIC/SPEEDING/NO DL
4 WHLZ UP	02/01/2024 02:39	NOU795	LINDSAY	JOSHUA		HWY 66 AND INDIAN MERIDIAN JE	TRAFFIC/SPEEDING/NO INSURANCE



Luther Police Department



Collision List Report



From 01/01/2024 - 12/31/2024



Total records found : 15



Collision #	Collision Date	Location	Investigator	Case Assigned To	Case Approved	Approved Date
  2024001	01/17/2024 12:15	18001 N. Luther Road	NAILON, RANDY [3]	WARREN, LES [2]	Yes	
DUI	Fatality	Hit And Run	County	Vicinty		
No	No	Yes	OKLAHOMA			
  2024002	02/25/2024 13:35	19200 BLOCK HIGHWAY 66	LEAFTY, JOHNNY E[1]		No	
DUI	Fatality	Hit And Run	County	Vicinty		
No	No	No	OKLAHOMA			
  2024003	03/09/2024 20:28	19250 E HWY 66	LEDFORD, JEREMY [5]	LEDFORD, JEREMY [5]	No	
DUI	Fatality	Hit And Run	County	Vicinty		
No	No	No	OKLAHOMA			
  2024004	04/14/2024 12:45	18725 Hwy 66	WARREN, LES [2]		Yes	
DUI	Fatality	Hit And Run	County	Vicinty		
No	No	No	OKLAHOMA			
  2024005	05/09/2024 17:59	LUTHER RD & E HWY 66	WRIGHT, TRAVONNA [4]		No	
DUI	Fatality	Hit And Run	County	Vicinty		
No	No	No	OKLAHOMA			
  2024006	05/15/2024 07:40	LUTHER RD & E HWY 66	WRIGHT, TRAVONNA [4]		No	
DUI	Fatality	Hit And Run	County	Vicinty		
No	No	No	OKLAHOMA			



	2024007	05/27/2024 15:57	E HWY 66 and N Dobbs Rd	HALL, CHRISTIAN [6]	No
					
	DUI	Fatality	Hit And Run	County	Vicinity
	No	No	Yes	OKLAHOMA	



	2024008	06/12/2024 09:38	178th and HOGBACK RD	NAILON, RANDY [3]	Yes
					
	DUI	Fatality	Hit And Run	County	Vicinity
	No	No	No	OKLAHOMA	





	2024009	06/24/2024 03:15	400 N LUTHER ROAD	HALL, JASON [07]	HALL, JASON [07]	No
						
	DUI	Fatality	Hit And Run	County	Vicinity	
	No	No	No	OKLAHOMA		

	2024010	07/13/2024 13:46	Hwy 66 and Harrah	LEAFTY, JOHNNY E[1]	Yes	07/14/2024 12:15
						
	DUI	Fatality	Hit And Run	County	Vicinity	
	No	No	No	OKLAHOMA		

	2024011	08/13/2024 13:31	HWY 66 and N Ash St	HALL, CHRISTIAN [6]	No
					
	DUI	Fatality	Hit And Run	County	Vicinity
	No	No	No	OKLAHOMA	

	2024012	10/02/2024 15:43	18600 E HWY 66	WRIGHT, TRAVONNA [4]	No
					
	DUI	Fatality	Hit And Run	County	Vicinity
	No	No	No	OKLAHOMA	

	2024013	10/02/2024 15:43			No
					
	DUI	Fatality	Hit And Run	County	Vicinity
	No	No	No		

 	2024014	11/09/2024 16:15	178th & Dobbs	WARREN, LES [2]	No												
<table border="1"><thead><tr><th>DUI</th><th>Fatality</th><th>Hit And Run</th><th>County</th><th colspan="2">Vicinty</th></tr></thead><tbody><tr><td>No</td><td>No</td><td>No</td><td>OKLAHOMA</td><td colspan="2"></td></tr></tbody></table>						DUI	Fatality	Hit And Run	County	Vicinty		No	No	No	OKLAHOMA		
DUI	Fatality	Hit And Run	County	Vicinty													
No	No	No	OKLAHOMA														
 	2024015	12/13/2024 13:53	HARRAH RD & E HWY 66	WRIGHT, TRAVONNA [4]	No												
<table border="1"><thead><tr><th>DUI</th><th>Fatality</th><th>Hit And Run</th><th>County</th><th colspan="2">Vicinty</th></tr></thead><tbody><tr><td>No</td><td>No</td><td>No</td><td>OKLAHOMA</td><td colspan="2"></td></tr></tbody></table>						DUI	Fatality	Hit And Run	County	Vicinty		No	No	No	OKLAHOMA		
DUI	Fatality	Hit And Run	County	Vicinty													
No	No	No	OKLAHOMA														

Luther Fire/Rescue

Luther, OK

This report was generated on 1/10/2025 11:05:44 AM



Incident Statistics

Zone(s): All Zones | Start Date: 12/01/2024 | End Date: 12/31/2024

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		14	
FIRE		5	
TOTAL		19	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
700	0	0	1
723	0	0	1
766	0	0	7
POV	0	0	1
TOTAL	0	0	10
PRE-INCIDENT VALUE		LOSSES	
\$15,000.00		\$15,000.00	
CO CHECKS			
TOTAL			
MUTUAL AID			
Aid Type		Total	
Aid Given		1	
Aid Received		1	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
0		0	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station 1	0:11:34	0:08:00	
AVERAGE FOR ALL CALLS		0:11:05	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station 1	0:03:54	0:04:30	
AVERAGE FOR ALL CALLS		0:04:08	
AGENCY	AVERAGE TIME ON SCENE (MM:SS)		
Luther Fire/Rescue	36:42		

Only Reviewed Incidents included. EMS for Incident counts includes only 300 to 399 Incident Types. All other incident types are counted as FIRE. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



Luther Fire/Rescue

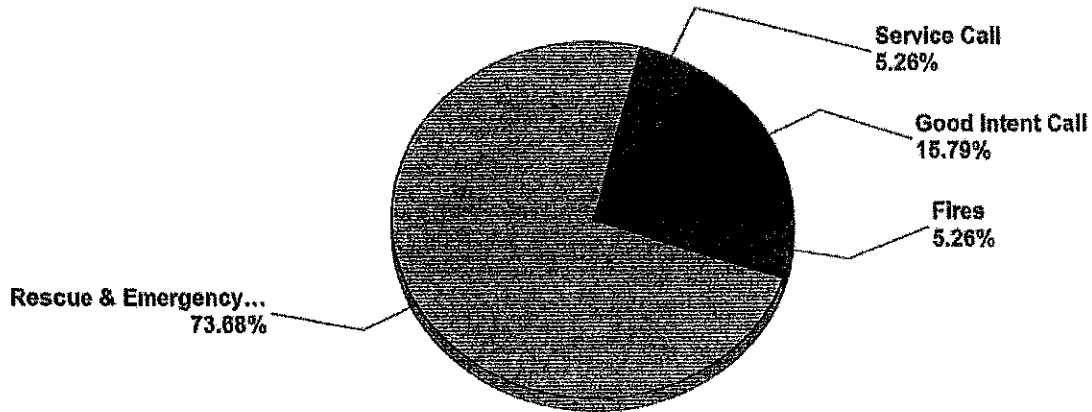
Luther, OK

This report was generated on 1/10/2025 11:06:16 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 12/01/2024 | End Date: 12/31/2024



MAJOR INCIDENT TYPE	# INCIDENTS	% OF TOTAL
Fires	1	5.26%
Rescue & Emergency Medical Service	14	73.68%
Service Call	1	5.26%
Good Intent Call	3	15.79%
TOTAL	19	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
138 - Off-road vehicle or heavy equipment fire	1	5.26%
311 - Medical assist, assist EMS crew	4	21.05%
320 - Emergency medical service, other	1	5.26%
321 - EMS call, excluding vehicle accident with injury	9	47.37%
511 - Lock-out	1	5.26%
611 - Dispatched & cancelled en route	2	10.53%
651 - Smoke scare, odor of smoke	1	5.26%
TOTAL INCIDENTS:	19	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Luther Fire/Rescue

Luther, OK

This report was generated on 1/10/2025 11:04:23 AM



Incident Statistics

Zone(s): All Zones | Start Date: 01/01/2024 | End Date: 12/31/2024

INCIDENT COUNT	
INCIDENT TYPE	# INCIDENTS
EMS	181
FIRE	124
TOTAL	285

TOTAL TRANSPORTS (N1 and N2)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
700	0	0	16
723	0	0	66
736	0	0	3
746	0	0	1
766	1	1	27
P713	0	0	3
POV	0	0	7
TOTAL	1	1	123

PRE-INCIDENT VALUE	LOSSES
\$234,900.00	\$132,000.00

CO CHECKS	
424 - Carbon monoxide incident	2
736 - CO detector activation due to malfunction	1
746 - Carbon monoxide detector activation, no CO	1
TOTAL	4

MUTUAL AID	
Aid Type	Total
Aid Given	44
Aid Received	12

OVERLAPPING CALLS	
# OVERLAPPING	% OVERLAPPING
61	21.4

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Station 1	0:09:24	0:10:00
AVERAGE FOR ALL CALLS		0:09:16

Only Reviewed Incidents Included. EMS for Incident counts includes only 300 to 399 Incident Types. All other incident types are counted as FIRE. CO Checks only Includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



FLIGHTS AND SIREN AVERAGE TURNOUT TIME (Dispatch to Enroute)

Station	EMS	FIRE
Station 1	0:03:18	0:02:04
AVERAGE FOR ALL CALLS		0:03:02

AGENCY	AVERAGE TIME ON SCENE (MM:SS)
Luther Fire/Rescue	51:02

Only Reviewed Incidents Included. EMS for Incident counts includes only 300 to 399 Incident Types. All other incident types are counted as FIRE. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



LUTHER PLANNING COMMISSION – LOT SPLIT APPLICATION

PO Box 56, 108 South Main Street - Luther, Oklahoma 73054 - (405) 277-3833 - FAX (405) 277-9965 – www.townoflutherok.com

APPLICATION INFORMATION

RECEIVED BY: _____ DATE FILED: _____ HEARING DATE: _____ CASE NUMBER # _____
 RESIDENTIAL NON-RESIDENTIAL COMBINATION BUILDING PERMIT APPLICATION NUMBER: _____

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: 17444 E. Coffee Creek Road, Luther, OK 73054
 LEGAL DESCRIPTION: _____
LUTHER TOWNSHIP PT NW4 SEC 17 14N 1E E 1/2 OF NE4 OF NW4 EX A TR BEG NE/C NW4 TH

PRESENT USE OF PROPERTY: Single Family Home at NW Corner. Remainder wooded. PRESENT ZONING: Agriculture

INFORMATION REQUIRED TO BE SUBMITTED WITH YOUR REQUEST

SIGNED COPIES OF THE DEEDS TO BE FILED ARE REQUIRED
COPIES OF DEEDS DEMONSTRATING OWNERSHIP OF THE APPLICANT ARE REQUIRED
A SITE PLAN, TO SCALE, IS REQUIRED TO BE SUBMITTED WITH YOUR REQUEST

ACTION(S) REQUESTED BY OWNER:
Please split lot as shown in provided survey/site plan. Kerstin Parker to maintain 17444 E Coffee Creek address and corresponding 5.29 acres. Remaining 14.711 acres to be assigned address of 17500 E. Coffee Creek Road.

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME <u>Kelly Milleson</u>	NAME <u>Kerstin Parker</u>
ADDRESS <u>16516 Moorgate Lane</u>	ADDRESS <u>1912 NW 157TH ST</u>
CITY, ST, ZIP <u>Edmond, OK 73012</u>	CITY, ST, ZIP <u>EDMOND, OK 73013</u>
DAYTIME PHONE <u>405-825-5904</u>	DAYTIME PHONE <u>970-275-1666</u>
EMAIL <u>kelly@russellinteriorsinc.com</u>	EMAIL _____
FAX _____	FAX _____
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.	
SIGNATURE & DATE: <u>Kelly Milleson 12-17-24</u>	

APPLICATION FEES			
NONREFUNDABLE APPLICATION FEE	\$400.00	RECEIPT NUMBER / DATE PAID	
PUBLICATION FEES (IF APPLICABLE)	\$	RECEIPT NUMBER / DATE PAID	
	\$	RECEIPT NUMBER / DATE PAID	
	\$	RECEIPT NUMBER / DATE PAID	
TOTAL AMOUNT PAID			\$

DISPOSITION AFTER HEARING
 PLANNING COMMISSION RECOMMENDATION _____ VOTE: _____

TOWN BOARD MEETING DATE: _____ VOTE: _____

ORDINANCE NUMBER 2020-06 REGARDING LOT SPLITS IS ATTACHED TO THIS APPLICATION FOR YOUR REFERENCE. PLEASE REVIEW.

ORDINANCE 2020-06

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, AMENDING PART 12, "PLANNING, ZONING, AND DEVELOPMENT," OF THE TOWN OF LUTHER CODE OF ORDINANCES, ADDING SECTION 12-305, "DEED APPROVALS, LOT SPLITS OR SUBDIVISION OF LAND;" AND SPECIFICALLY SETTING FORTH THE CRITERIA FOR DEED APPROVALS AND LOTS SPLITS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

BE IS ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA:

SECTION 1. Section 12-305 of the Code of Ordinances of the Town of Luther, Oklahoma, is hereby added to read as follows:

SECTION 12-305. DEED APPROVALS, LOT SPLITS OR SUBDIVISION OF LAND.

1. No deed for the transfer or subdivision of a lot or land shall be valid and recordable except for that regarding a platted lot or otherwise approved as provided within this section. The Town Board, after recommendation from the Planning Commission, may approve deeds for the transfer of land by metes and bounds description less than five (5) acres, lot splits or subdivisions of land, when the following requirements have been met and documents provided:

- a. When a survey of all the property described is submitted for review;
- b. Verification of adequate provision for utilities;
- c. Verification of access to the property by means of a public or private street and compliance with all other driveway and access ordinances.
- d. Compliance with the zoning district regulations where the property is situated;
- e. Compliance with building regulations;
- f. Signed copies of the deeds to be filed; and
- g. Copy of the deeds demonstrating ownership of the applicant to lot split.

2. Manufactured housing (R-3), Multi-family (R-4), Business/Commercial (B); or industrial (I) lot splits or subdivisions shall be not be approved until there is a plat submitted for review. Deed approvals or lot splits can be considered at the time of transfer as a first step to the platting process.

3. Any fee for the lot split application, process, and hearing is non-refundable, is payable at the time of application for lot split, and shall be as set out and as periodically modified by the Board of Trustees.

SECTION 2. REPEALER. All ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed to the extent of any such conflict.

ORDINANCE 2020-06

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, AMENDING PART 12, "PLANNING, ZONING, AND DEVELOPMENT," OF THE TOWN OF LUTHER CODE OF ORDINANCES, ADDING SECTION 12-305, "DEED APPROVALS, LOT SPLITS OR SUBDIVISION OF LAND;" AND SPECIFICALLY SETTING FORTH THE CRITERIA FOR DEED APPROVALS AND LOTS SPLITS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

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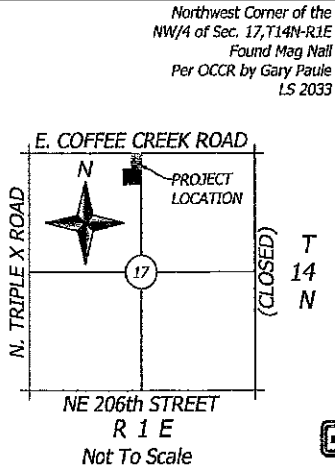
- a. When a survey of all the property described is submitted for review;
- b. Verification of adequate provision for utilities;
- c. Verification of access to the property by means of a public or private street and compliance with all other driveway and access ordinances.
- d. Compliance with the zoning district regulations where the property is situated;
- e. Compliance with building regulations;
- f. Signed copies of the deeds to be filed; and
- g. Copy of the deeds demonstrating ownership of the applicant to lot split.

2. Manufactured housing (R-3), Multi-family (R-4), Business/Commercial (B); or industrial (I) lot splits or subdivisions shall be not be approved until there is a plat submitted for review. Deed approvals or lot splits can be considered at the time of transfer as a first step to the platting process.

3. Any fee for the lot split application, process, and hearing is non-refundable, is payable at the time of application for lot split, and shall be as set out and as periodically modified by the Board of Trustees.

SECTION 2. REPEALER. All ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed to the extent of any such conflict.

EXHIBIT



LEGEND

- SECTION CORNER
- QUARTER CORNER
- SET IRON PIN W/CAP
- SET MAG NAIL W/WASHER
- FOUND MONUMENT
- I.P.-IRON PIN
- S.I.P.-SET IRON PIN
- F.I.P.-FOUND IRON PIN
- BARBED WIRE FENCE

0 125' 250'



1" = 250'

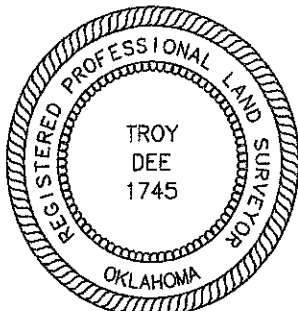
U.S. Survey Foot
Basis of Bearing
North Line of the NW/4
of Sec 17, T14N-R1E, I.M.
North 89° 46' 06" West
Per Oklahoma State Plane
Grid North
Field Date: MAY 9, 2024

LEGAL DESCRIPTION

A tract of land lying in the East Half (E/2) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:
 BEGINNING at the Northeast corner of the NW/4; Thence South 00°54'33" East along East line of said NW/4 a distance of 1311.20 feet to the Southeast corner of said NE/4 of the NW/4; Thence North 89°47'09" West along the South line of said NE/4 of the NW/4 a distance of 656.38 feet to the Southwest corner of said E/2 of the NE/4 of the NW/4; Thence North 00°46'48" West along the West line of said E/2 of the NE/4 of the NW/4 a distance of 651.32 feet; Thence South 89°45'10" East parallel with the North line of said NW/4 a distance of 330.00 feet; Thence North 00°46'48" West a distance of 660.20 feet to a point on the North line of said NW/4; Thence South 89°45'10" East along the North line of said NW/4 a distance of 323.43 feet to the POINT OF BEGINNING;
 Containing 640,831.46 Sq. Ft. or 14.711 Acres, more or less.

Legal Description prepared on July 10, 2024 by Troy Dee, Registered Professional Land Surveyor No. 1745.

I, Troy Dee, herewith state that the above plat is a true and correct representation of a survey made on the ground, under my supervision Witness my signature and surveyors seal this 10 day of July, 2024.



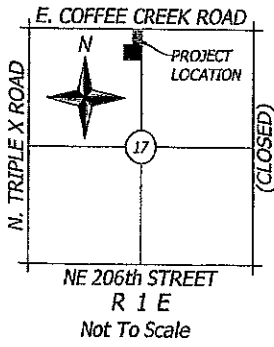
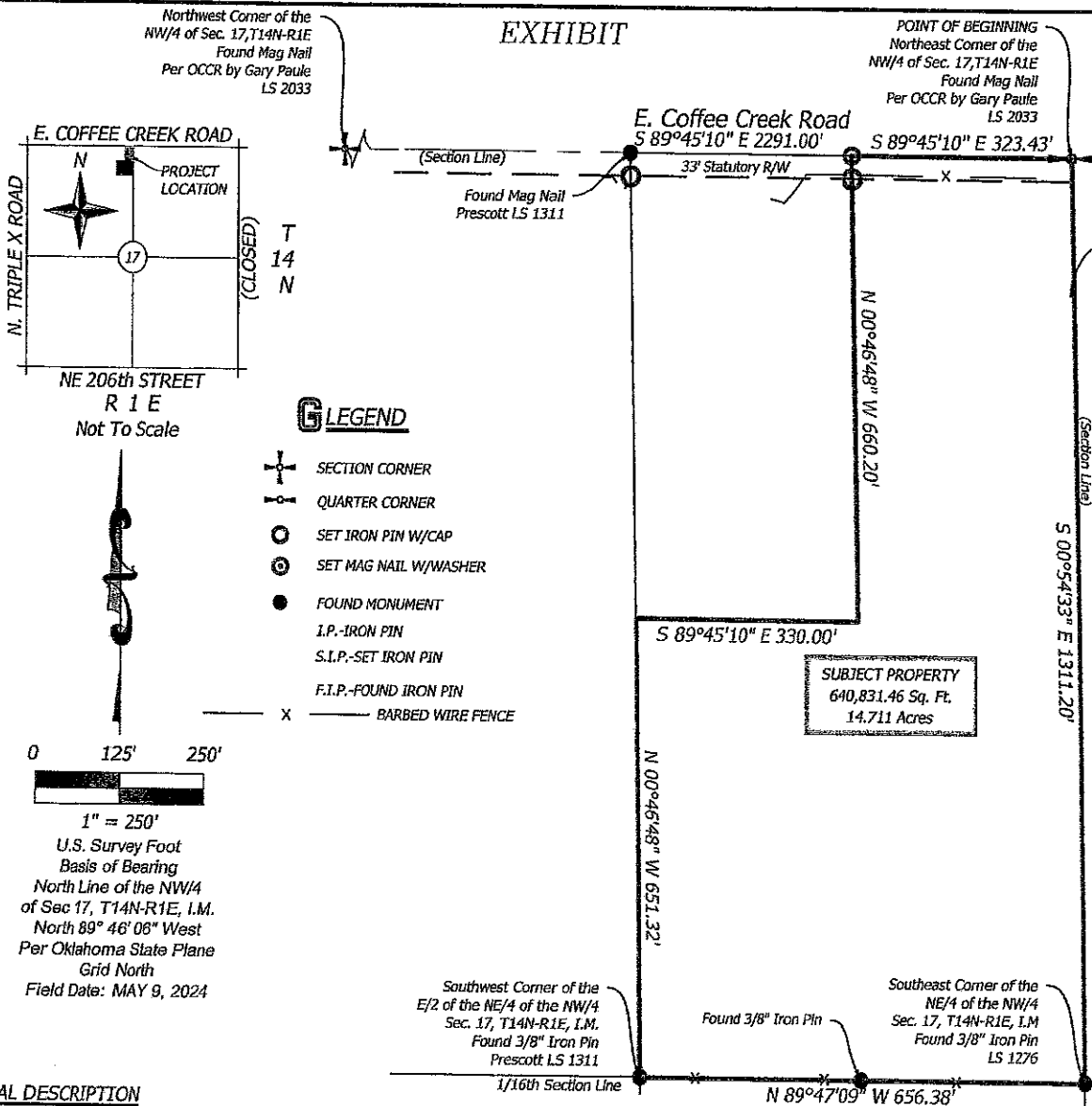
Troy Dee
 Troy Dee, PLS #1745
 July 10, 2024

Prepared By
GOLDEN
LAND SURVEYING

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
 C.A.# 7263 / Exp. Date =6/30/2026
 Telephone: (405) 849-6010 Email: troy@goldens.com
 Drafted by: JP GLS Job No.: 241499
 Plot Date: July 10, 2024

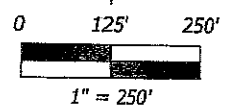
Sheet 1 Of 1

EXHIBIT



LEGEND

- SECTION CORNER
- QUARTER CORNER
- SET IRON PIN W/CAP
- SET MAG NAIL W/WASHER
- FOUND MONUMENT
- I.P.-IRON PIN
- S.I.P.-SET IRON PIN
- F.I.P.-FOUND IRON PIN
- BARBED WIRE FENCE



U.S. Survey Foot
Basis of Bearing
North Line of the NW/4
of Sec 17, T14N-R1E, I.M.
North 89° 46' 08" West
Per Oklahoma State Plane
Grid North
Field Date: MAY 9, 2024

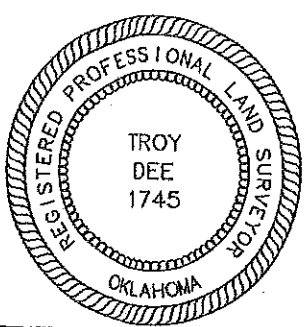
SUBJECT PROPERTY
640,831.46 Sq. Ft.
14.711 Acres

LEGAL DESCRIPTION

A tract of land lying in the East Half (E/2) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:
BEGINNING at the Northeast corner of the NW/4; Thence South 00°54'33" East along East line of said NW/4 a distance of 1311.20 feet to the Southeast corner of said NE/4 of the NW/4; Thence North 89°47'09" West along the South line of said NE/4 of the NW/4 a distance of 656.38 feet to the Southwest corner of said E/2 of the NE/4 of the NW/4; Thence North 00°46'48" West along the West line of said E/2 of the NE/4 of the NW/4 a distance of 651.32 feet; Thence South 89°45'10" East parallel with the North line of said NW/4 a distance of 330.00 feet; Thence North 00°46'48" West a distance of 660.20 feet to a point on the North line of said NW/4; Thence South 89°45'10" East along the North line of said NW/4 a distance of 323.43 feet to the POINT OF BEGINNING;
 Containing 640,831.46 Sq. Ft. or 14.711 Acres, more or less.

Legal Description prepared on July 10, 2024 by Troy Dee, Registered Professional Land Surveyor No. 1745.

I, Troy Dee, herewith state that the above plat is a true and correct representation of a survey made on the ground, under my supervision Witness my signature and surveyors seal this 10 day of July, 2024.



Troy Dee
Troy Dee, PLS #1745
July 10, 2024

Prepared By
GOLDEN
LAND SURVEYING
 4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
 C.A.# 7263 / Exp. Date =6/30/2026
 Telephone: (405) 849-6010 Email: troy@goldens.com
 Drafted by: JP GLS Job No.: 241499
 Plot Date: July 10, 2024

File name: \\GLS\NAS\OFFICE\JOBS\PROJECTS\2024\241499_17444 E COFFEE CREEK RD._LUTHER, OK_SPLIT\DWG\241499_17444 E COFFEE CREEK SPLIT.DWG; Last Saved: 7/10/2024 6:18:35 PM; Plot Date: 7/10/2024 6:18:35 PM; Log in: JAMES PHELPS



DOC STAMPS: \$0.00

Property Address: 17444 Coffee Creek Road, Luther, OK 73054

Buyer Mailing Address: ~~17444 Coffee Creek Road, Luther, OK 73054~~

16516 Morgate Ln. Edmond, OK 73012

JOINT TENANCY
WARRANTY DEED

That, Kerstin U. Parker AKA Kerstin Savory, a single person, Party of the first part, in consideration of the sum of TEN AND NO/100 Dollars (\$10.00) and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto

Kelly Milleson and Joshua Milleson *KM JM*

as joint tenants and not as tenants in common, with right of survivorship, the whole estate to vest in the survivor, parties of the second part, the following described real property and premises situate in Oklahoma County, State of Oklahoma, to-wit:

SURFACE ONLY IN AND TO: A tract of land lying in the East Half (E/2) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: BEGINNING at the Northeast corner of the NW/4; Thence South 00°54'33" East along East line of said NW/4 a distance of 1311.20 feet to the Southeast corner of said NE/4 of the NW/4; Thence North 89°47'09" West along the South line of said NE/4 of the NW/4 a distance of 656.38 feet to the Southwest corner of said E/2 of the NE/4 of the NW/4; Thence North 00°46'48" West along the West line of said E/2 of the NE/4 of the NW/4 a distance of 651.32 feet; Thence South 89°45'10" East parallel with the North line of said NW/4 a distance of 330.00 feet; Thence North 00°46'48" West a distance of 660.20 feet to a point on the North line of said NW/4; Thence South 89°45'10" East along the North line of said NW/4 a distance of 323.43 feet to the POINT OF BEGINNING. (the "Property").

LESS AND EXCEPT ALL MINERALS THAT GRANTOR RESERVES UNTO THEMSELVES.

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, as such joint tenants, and to the heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

EXCEPT covenants, conditions, easements, and restrictions of record.

Signed and delivered this 30th day of July, 2024.

Kerstin U. Parker Savory
Kerstin U. Parker AKA Kerstin Savory

STATE OF OKLAHOMA

COUNTY OF Oklahoma

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30 day of July, 2024 personally appeared Kerstin U. Parker AKA Kerstin Savory, a single person, to me known to be the identical person (s) who signed the name of the maker thereof to the within foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public in and for the State of _____
Notary's printed name: _____
Notary's commission expires: _____



OAG 2024-1 – INDIVIDUAL

Exhibit to Deed

AFFIDAVIT OF LAND OWNERSHIP: INDIVIDUAL

STATE OF OKLAHOMA)
) ss.
COUNTY OF Oklahoma)
TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned: Kelly Milleson
(list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states as of the date of this Affidavit:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.
2. I have personal knowledge of the statements made herein.
3. I am:
 - a citizen of the United States; or
 - not a citizen of the United States, but an alien who is a bona fide resident of the State of Oklahoma.

4. I acquired title to the real property identified in the Deed to which this Affidavit is attached (the "Property").
5. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

6. I acknowledge and understand that section 121 generally prohibits an alien or person who is not a citizen of the United States from acquiring title to or owning land in the State of Oklahoma. I further acknowledge and understand that section 121 does not prohibit an alien who is or who shall become a bona fide resident of the State of Oklahoma from acquiring title to or owning land in the State of Oklahoma.
7. I acquired title to the Property in compliance with the requirements of 60 O.S. § 121 and no funding source was used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.
8. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

Kelly Milleson
AFFIANT

7-30-24
Date

The foregoing instrument was subscribed and sworn to before me this 30 day of July, 2024
by Kelly Milleson

My Commission Expires: _____

My Commission Number: _____



[Signature]
NOTARY PUBLIC

OAG 2024-1 - INDIVIDUAL

Exhibit to Deed

AFFIDAVIT OF LAND OWNERSHIP: INDIVIDUAL

STATE OF OKLAHOMA)
) ss.
COUNTY OF Oklahoma)

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned: Kelly Milleson
(list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states as of the date of this Affidavit:

- 1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.
- 2. I have personal knowledge of the statements made herein.
- 3. I am:

- a citizen of the United States; or
- not a citizen of the United States, but an alien who is a bona fide resident of the State of Oklahoma.

- 4. I acquired title to the real property identified in the Deed to which this Affidavit is attached (the "Property").
- 5. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

- 6. I acknowledge and understand that section 121 generally prohibits an alien or person who is not a citizen of the United States from acquiring title to or owning land in the State of Oklahoma. I further acknowledge and understand that section 121 does not prohibit an alien who is or who shall become a bona fide resident of the State of Oklahoma from acquiring title to or owning land in the State of Oklahoma.
- 7. I acquired title to the Property in compliance with the requirements of 60 O.S. § 121 and no funding source was used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.
- 8. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

Kelly Milleson
AFFIANT

7-30-24
Date

The foregoing instrument was subscribed and sworn to before me this 30 day of July, 2024,
by Kelly Milleson

My Commission Expires: _____

My Commission Number: _____



[Signature]
NOTARY PUBLIC

OAG 2024-1 - INDIVIDUAL

Exhibit to Deed

AFFIDAVIT OF LAND OWNERSHIP: INDIVIDUAL

STATE OF OKLAHOMA)
)
COUNTY OF Oklahoma) ss.

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned: Joshua Milleson
(list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states as of the date of this Affidavit:

- 1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.
- 2. I have personal knowledge of the statements made herein.
- 3. I am:

- a citizen of the United States; or
- not a citizen of the United States, but an alien who is a bona fide resident of the State of Oklahoma.

- 4. I acquired title to the real property identified in the Deed to which this Affidavit is attached (the "Property").
- 5. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

- 6. I acknowledge and understand that section 121 generally prohibits an alien or person who is not a citizen of the United States from acquiring title to or owning land in the State of Oklahoma. I further acknowledge and understand that section 121 does not prohibit an alien who is or who shall become a bona fide resident of the State of Oklahoma from acquiring title to or owning land in the State of Oklahoma.
- 7. I acquired title to the Property in compliance with the requirements of 60 O.S. § 121 and no funding source was used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.
- 8. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

Joshua Milleson
AFFIANT

7-30-24
Date

The foregoing instrument was subscribed and sworn to before me this 30 day of July, 2024,
by Joshua Milleson

My Commission Expires: _____

My Commission Number: _____



NOTARY PUBLIC



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That **KELLY MILLESON** and **JOSHUA MILLESON**, Grantors, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **JOSHUA H. MILLESON** and **KELLY D. MILLESON**, Trustees of **THE MILLESON FAMILY TRUST DATED OCTOBER 7, 2024**, Grantee, the following described real property and premises situated in Oklahoma County, State of Oklahoma, to-wit:

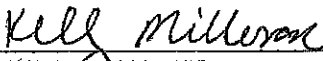
[SEE ATTACHED EXHIBIT "A"]
Legal Description

subject to all easements, restrictions and mineral reservations of record together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said Grantee, and to the successors and assigns of the Grantee, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, except and subject to all matters of record affecting the real property described above.

Signed and delivered this 7th day of October, 2024.

Exempt Documentary Stamp Tax
O.S. Tit. 68, Art. 32, §3201, ¶A & B



KELLY MILLESON



JOSHUA MILLESON

GRANTEE:
The Milleson Family Trust Dated October 7, 2024
16516 Moorgate Lane
Edmond, OK 73012

MIGAW
RETURN TO:
The Milleson Family Trust Dated October 7, 2024
16516 Moorgate Lane
Edmond, OK 73012

5/26



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That **KELLY MILLESON** and **JOSHUA MILLESON**, Grantors, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **JOSHUA H. MILLESON** and **KELLY D. MILLESON**, Trustees of **THE MILLESON FAMILY TRUST DATED OCTOBER 7, 2024**, Grantee, the following described real property and premises situated in Oklahoma County, State of Oklahoma, to-wit:


[SEE ATTACHED EXHIBIT "A"]
Legal Description

subject to all easements, restrictions and mineral reservations of record together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said Grantee, and to the successors and assigns of the Grantee, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, except and subject to all matters of record affecting the real property described above.

Signed and delivered this 7th day of October, 2024.

Exempt Documentary Stamp Tax
O.S. Tit. 68, Art. 32, §3201, ¶A & B



KELLY MILLESON



JOSHUA MILLESON

GRANTEE:
The Milleson Family Trust Dated October 7, 2024
16516 Moorgate Lane
Edmond, OK 73012

MIRAN RETURN TO:
The Milleson Family Trust Dated October 7, 2024
16516 Moorgate Lane
Edmond, OK 73012

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7th day of October, 2024, personally appeared **KELLY MILLESON** and **JOSHUA MILLESON**, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Debbie Turner

Notary Public


	DEBBIE TURNER NOTARY PUBLIC STATE OF OKLAHOMA Commission # 14003574 Expires 04/21/26
---	--

EXHIBIT "A"

(Legal Description)

SURFACE ONLY IN AND TO:

A tract of land lying in the East Half (E/2) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: BEGINNING at the Northeast corner of the NW/4; Thence South 00°54'33" East along East line of said NW/4 a distance of 1311.20 feet to the Southeast corner of said NE/4 of the NW/4; Thence North 89°47'09" West along the South line of said NE/4 of the NW/4 a distance of 656.38 feet to the Southwest corner of said E/2 of the NE/4 of the NW/4; Thence North 00°46'48" West along the West line of said E/2 of the NE/4 of the NW/4 a distance of 651.32 feet; Thence South 89°45'10" East parallel with the North line of said NW/4 a distance of 330.00 feet; Thence North 00°46'48" West a distance of 660.20 feet to a point on the North line of said NW/4; Thence South 89°45'10" East along the North line of said NW/4 a distance of 323.43 feet to the POINT OF BEGINNING (the 'Property').

LESS AND EXCEPT ALL MINERALS THAT GRANTOR RESERVES UNTO THEMSELVES.

PHYSICAL ADDRESS: 17500 E. Coffee Creek Road, Luther, OK 73054

EXHIBIT "A"

(Legal Description)

SURFACE ONLY IN AND TO:

A tract of land lying in the East Half (E/2) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: BEGINNING at the Northeast corner of the NW/4; Thence South 00°54'33" East along East line of said NW/4 a distance of 1311.20 feet to the Southeast corner of said NE/4 of the NW/4; Thence North 89°47'09" West along the South line of said NE/4 of the NW/4 a distance of 656.38 feet to the Southwest corner of said E/2 of the NE/4 of the NW/4; Thence North 00°46'48" West along the West line of said E/2 of the NE/4 of the NW/4 a distance of 651.32 feet; Thence South 89°45'10" East parallel with the North line of said NW/4 a distance of 330.00 feet; Thence North 00°46'48" West a distance of 660.20 feet to a point on the North line of said NW/4; Thence South 89°45'10" East along the North line of said NW/4 a distance of 323.43 feet to the POINT OF BEGINNING (the 'Property').

LESS AND EXCEPT ALL MINERALS THAT GRANTOR RESERVES UNTO THEMSELVES.

PHYSICAL ADDRESS: 17500 E. Coffee Creek Road, Luther, OK 73054

EXHIBIT TO DEED

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP; EXEMPT BUSINESS OR TRUST

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned **JOSHUA H. MILLESON** (the "Affiant"), who, having been first duly sworn, deposes and states:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.

2. I am a Trustee of **THE MILLESON FAMILY TRUST DATED OCTOBER 7, 2024** (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which is taking title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.

3. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

4. For purposes of this Affidavit, I acknowledge and understand that to be "engaged in regulated interstate commerce in accordance with federal law," means all the Entity's business activities in Oklahoma must be either: (a) expressly permitted by federal regulation or federal law, or (b) not prohibited by federal regulation or federal law. I further acknowledge and understand that an entity engaged in or supporting the cultivation of marijuana in Oklahoma is not "engaged in regulated interstate commerce in accordance with federal law." I have read the provisions of 60 O.S. § 121 and this Affidavit and certify that the Entity is engaged in regulated interstate commerce in accordance with federal law."

5. No funding source is being used in the sale or transfer of the Property in violation of Section 121 or any other state or federal law.

6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT!

Joshua H. Milleson
AFFIANT, individually and as authorized agent of the Entity

October 7, 2024

Date

The foregoing instrument was acknowledged before me this 7th day of October, 2024, by JOSHUA H. MILLESON.

Debbie Turner
Notary Public



DEBBIE TURNER
NOTARY PUBLIC
STATE OF OKLAHOMA

Commission # 14003674 Expires 1-4-2125

5. No funding source is being used in the sale or transfer of the Property in violation of Section 121 or any other state or federal law.

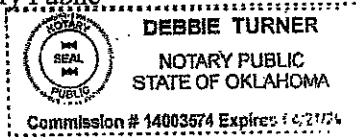
6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT!

Joshua H. Milleson
AFFIANT, individually and as authorized agent of the Entity

October 7, 2024
Date

The foregoing instrument was acknowledged before me this 7th day of October, 2024, by JOSHUA H. MILLESON.

Debbie Turner
Notary Public




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Larry Stein Oklahoma County Assessor (405) 713-1200 - Public Access System

Home	Contact Us	Guest Book	Map Search	New Search
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Real Property Display - Screen Produced 12/16/2024 3:35:54 PM

Account: R264173000	Type: Residential		Location: 17444 E COFFEE CREEK RD
Building Name/Occupant:		Map Parcel	UNINCORPORATED
Owner Name 1: PARKER KERSTIN U		Parcel PIN#: 4068-26-417-3000	
Owner Name 2:		1/4 section #: 4068	
Owner Name 3:		Parent Acct:	
Billing Address: 1912 NW 157TH ST		Tax District: TXD 103	
City, State, Zip: EDMOND, OK 73013		School System: Luther #3	
Country: (If noted)		Land Size: 5.2900 Acres	
Personal Property	Land Value: 32,258	Treasurer:	Click to View Taxes

Sect 17-T14N-R1E Qtr NW LUTHER TOWNSHIP Block 000 Lot 000 [Subdivision Sales](#)

Full Legal Description: LUTHER TOWNSHIP PT NW4 SEC 17 14N 1E E 1/2 OF NE4 OF NW4 EX A TR BEG NE/C NW4 TH SE1311.20FT W656.38FT NW651.32FT E330FT NW660.20FT E323.43FT TO BEG

No comparable sales report available.

No comparable sales returned.

Value History The County Treasurer 405-713-1300 posts & collects actual tax amounts. Contact information [HERE](#).

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2024	56,101	9,394	1,033	0	1,033	95.02	\$98	\$488
2023	23,234	9,307	1,022	0	1,022	90.96	\$93	\$139
2022	23,233	9,036	993	0	993	91.07	\$91	\$142
2021	24,589	8,773	964	0	964	92.41	\$89	\$161
2020	24,641	8,518	936	0	936	93.51	\$88	\$166

[1/6]

Property Account Status/Adjustments/Exemptions			
Account #	Grant Year	Exemption Description	Amount
R264173000	1999	Capped Ag 3%	0

Property Deed Transaction History (Recorded in the County Clerk's Office)						
Date	Type	Book	Page	Price	Grantor	Grantee
4/16/2009	Deeds	11069	272	0	SAVORY JAMES E PARKER KERSTIN U	PARKER KERSTIN U
7/18/2001	Hmstd Off &	8151	626	0	SAVORY JAMES E	SAVORY JAMES E PARKER KERSTIN U
9/23/1994	Historical	6657	1353	0	DEFURIA CHARLES & VICKI	SAVORY JAMES E
9/15/1992	Historical	6336	2309	0	GOODYEAR JAN C & G DIANE	DEFURIA CHARLES & VICKI
1/8/1992	Historical	6245	10	0	NINTH DISTRICT PRODUCTION	GOODYEAR JAN C & G DIANE

[1/2]

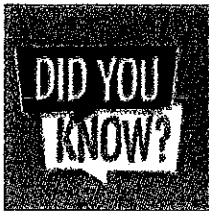
Last Mailed Notice of Value (N.O.V.) Information/History						
Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2024	01/22/2024	57,000	9,586	1,053	0	1,053
2023	03/02/2023	23,234	9,307	1,022	0	1,022
2022	02/22/2022	23,233	9,036	992	0	992
2021	02/24/2021	24,589	8,773	965	0	965
2020	02/21/2020	24,641	8,518	936	0	936

[1/3]

Property Building Permit History						
Issued	Permit #	Provided by	Bldg #	Description	Est Construction Cost	Status
4/21/1998	10278378	OKLAHOMA CITY	1	Manufactured	7,500	Inactive

Click button on building number to access detailed information:

Bldg #	Vacant/Improved Land	Bldg Description	Year Built	SqFt	# Stories
Click 1	Improved	Single Wide	1984	988	1 Stories



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Real Property Display - Screen Produced 12/16/2024 3:43:32 PM

Account: R264173025	Type: Residential		Location:	17500 E COFFEE CREEK RD
Building Name/Occupant:			Map Parcel	UNINCORPORATED
Owner Name 1:	MILLESON JOSHUA H TRS		Parcel PIN#:	4068-26-417-3025
Owner Name 2:	MILLESON KELLY D TRS		1/4 section #:	4068
Owner Name 3:	MILLESON FAMILY TRUST		Parent Acct:	4068-26-417-3000
Billing Address:	16516 MOORGATE LN		Tax District:	TXD 103
City, State, Zip	EDMOND, OK 73012-4240		School System:	Luther #3
Country: (If noted)			Land Size:	14.7100 Acres
Personal Property	Land Value: 190,000		Treasurer:	Click to View Taxes
Sec 17-T14N-R1E Qtr NW	LUTHER TOWNSHIP Block 000 Lot 000		Subdivision Sales	

Full Legal Description: LUTHER TOWNSHIP PT NW4 SEC 17 14N 1E E BEG NE/C NW4 TH SE1311.20FT W656.38FT NW651.32FT E330FT NW660.20FT E323.43FT TO BEG

No comparable sales report available.

	No Photo Available		No Sketch Available	No comparable sales returned.

Value History (The County Treasurer 405-713-1300 posts & collects actual tax amounts. Contact information [HERE](#))

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2024	899	192	21	0	21	95.02	\$2	\$7
2023	0		0				\$	\$

Property Account Status/Adjustments/Exemptions

Account #	Grant Year	Exemption Description	Amount
No adjustment/exemption records returned.			

Property Deed Transaction History (Recorded in the County Clerk's Office)

Date	Type	Book	Page	Price	Grantor	Grantee
10/7/2024	Deeds	15887	1936	0	MILLESON KELLY	MILLESON JOSHUA H TRS
7/30/2024	Deeds	15823	1	190,000	PARKER KERSTIN U	MILLESON KELLY
4/16/2009	Deeds	11069	272	0	SAVORY JAMES E PARKER KERSTIN U	PARKER KERSTIN U

Last Mailed Notice of Value (N.O.V) Information/History

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
No Notice of Value N.O.V. records returned.						

Property Building Permit History

Issued	Permit #	Provided by	Bldg #	Description	Est Construction Cost	Status
No Building Permit records returned.						

Click button on building number to access detailed information:

Bldg #	Vacant/Improved Land	Bldg Description	Year Built	SqFt	# Stories
No building records returned.					



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Real Property Display - Screen Produced 12/16/2024 3:43:32 PM

Account: R264173025	Type: Residential		Location: 17500 E COFFEE CREEK RD
Building Name/Occupant:		Map Parcel	UNINCORPORATED
Owner Name 1:	MILLESON JOSHUA H TRS	Parcel PIN#:	4068-26-417-3025
Owner Name 2:	MILLESON KELLY D TRS	1/4 section #:	4068
Owner Name 3:	MILLESON FAMILY TRUST	Parent Acct:	4068-26-417-3000
Billing Address:	16516 MOORGATE LN	Tax District:	TXD 103
City, State, Zip	EDMOND, OK 73012-4240	School System:	Luther #3
Country: (If noted)		Land Size:	14.7100 Acres

Personal Property
Land Value: 190,000
Treasurer: [Click to View Taxes](#)

Sect 17-T14N-R1E Qtr NW LUTHER TOWNSHIP Block 000 Lot 000 [Subdivision Sales](#)

Full Legal Description: LUTHER TOWNSHIP PT NW4 SEC 17 14N 1E E BEG NE/C NW4 TH SE1311.20FT W656.38FT NW651.32FT E330FT NW660.20FT E323.43FT TO BEG

No comparable sales report available.

No Photo Available

No Sketch Available

No comparable sales returned.

Value History (The County Treasurer 405-713-1300 posts & collects actual tax amounts. Contact information [HERE](#))

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2024	899	192	21	0	21	95.02	\$2	\$7
2023	0		0				\$	\$

Property Account Status/Adjustments/Exemptions

Account #	Grant Year	Exemption Description	Amount
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No adjustment/exemption records returned.

Property Deed Transaction History (Recorded in the County Clerk's Office)

Date	Type	Book	Page	Price	Grantor	Grantee
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7/30/2024	Deeds	15823	1	190,000	PARKER KERSTIN U	MILLESON KELLY
4/16/2009	Deeds	11069	272	0	SAVORY JAMES E PARKER KERSTIN U	PARKER KERSTIN U

Last Mailed Notice of Value (N.O.V.) Information/History

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
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No Notice of Value N.O.V. records returned.

Property Building Permit History

Issued	Permit #	Provided by	Bldg #	Description	Est Construction Cost	Status
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No Building Permit records returned.

Click button on building number to access detailed information:

Bldg #	Vacant/Improved Land	Bldg Description	Year Built	SqFt	# Stories
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No building records returned.

**NOTICE OF AVAILABILITY OF ANNUAL AUDIT
FOR FISCAL YEAR 2023-2024**

On the 10th day of December, 2024, the Board of Trustees of the Town of Luther, Oklahoma, accepted the annual Audit. This Audit of the Town's financial status, which was prepared by Russell & Williams, CPA, is available for public inspection in Town Hall, 108 South Main Street, Luther, Oklahoma 73054.

Scherrie Pidcock, Town Clerk

RESOLUTION NO. 2024-11R

A RESOLUTION ADOPTING THE REGIONAL SAFETY ACTION PLAN AND VISION ZERO POLICY; AND FOR OTHER PURPOSES.

WHEREAS, The Town of Luther is a member of the Association of Central Oklahoma Governments;

WHEREAS, on November 14, 2024, the Board of Directors of the Association of Central Oklahoma Governments endorsed the Regional Action Safety Plan authorizing ACOG to submit implementation grant applications to the U.S. DOT for Safe Streets and Roads for All (SS4A) funding; and

WHEREAS, The Town of Luther desires to implement this Regional Safety Action Plan and Vision Zero Policy in support of the Association of Central Oklahoma Governments.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA:

Section 1: The Town of Luther adopts the Regional Safety Action Plan, by the Association of Central Oklahoma Governments, and makes it part of this resolution, effective immediately;

Section 2: The Town of Luther adopts a Vision Zero Policy which includes the goal of eliminating traffic deaths and serious injuries to zero by 2050 and endorses Vision Zero as a comprehensive and holistic approach to achieving this goal;

Section 3: By adopting this resolution, the Town of Luther is now able to apply for U.S. DOT SS4A implementation funding.

Section 4: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5: Repeal of Conflicting Provisions: All resolutions or orders of the Board of Trustees, or parts of resolutions or orders of the Board of Trustees, in conflict with the Resolution, are repealed to the extent of the conflict.

RESOLVED this _____ day of _____, 2024.

APPROVED:

Mayor

Attest:

Town Clerk

Right of Way Access Agreement

Between the Town of Luther

and

Centranet, LLC

THIS IS AN AGREEMENT, made as of the date of the last signature of the parties, between the Town of Luther, a Municipal Corporation in the State of Oklahoma (hereinafter called TOWN), and Centranet, LLC dba Centranet (hereinafter called CENTRANET). TOWN grants CENTRANET a non-exclusive right to access public right of way over and under certain streets, alleys, easements, and public rights-of-way within the corporate limits of the TOWN.

The TOWN and CENTRANET, in consideration of their mutual covenants herein, agree to the following:

SECTION 1: Definition of Terms

For the purpose of this Agreement (the "Agreement"), the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

(A) "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership or control with Centranet.

(B) "TOWN" means the Town of Luther, Oklahoma, a municipal corporation.

(C) "Centranet" means Centranet, LLC d/b/a Centranet Fiber, or the lawful successor, transferee, or assignee thereof.

(D) "Fiber Internet Agreement" means the initial authorization, or renewal thereof, issued by the Town, regardless of whether such authorization is designated as a permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Fiber Internet system for the purpose of offering Fiber Internet Service to Subscribers.

(E) "Fiber Internet Service" means (i) the two-way transmission to Subscribers of internet service, and (ii) Subscriber interaction, if any, which is required for the selection or use of such internet service.

(F) "Fiber Internet System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment or other equipment that is designed to provide Fiber Internet Service or other services to Subscribers.

(G) "FCC" means Federal Communications Commission, or successor governmental entity thereto.

(H) "Permit" means the initial authorization, or renewal thereof, issued by the Town, regardless of whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Fiber Internet System for the purpose of offering telecommunication services to Subscribers.

(I) "Person" means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.

(J) "Public Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by Town in the Service Area which shall entitle Town and Centranet to the use thereof for the purpose of installing, operating, repairing, and maintaining the Fiber Internet System. "Public Way" also means any easement now or hereafter held by Town within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Town and Centranet to the use thereof for the purposes of installing Centranet's Fiber Internet System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Fiber Internet System.

(K) "Right-of-Way" means the legal right granted by a property owner, municipality, or other regulatory body to a telecommunications company (such as a fiber internet service provider) to access and use a specific portion of land, including public and private lands, for the purpose of installing, maintaining, and operating fiber optic cables and associated infrastructure.

(L) "Service Area" means the present municipal boundaries of the Town and all areas annexed into the Town in the future.

(M) "Subscriber" means a user of the Fiber Internet System who lawfully receives telecommunication's services with Centranet's express permission.

SECTION 2: Right of Way Access Requirements

2.1 Conditions of Street Occupancy. All transmission and distribution structures, poles, other lines, and equipment installed or erected by CENTRANET pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways. CENTRANET shall comply with all right-of-way and easement management ordinances and/or regulations enacted by TOWN as of the date of this agreement or as may be enacted in the future. It is expressly understood that this Agreement conveys no property interest of any kind in or to any public land, rights-of-way, or easements to CENTRANET.

2.2 Restoration of Public Ways and Infrastructure in the Right-of-Way. If, during the course of CENTRANET's construction, operation, or maintenance of the Fiber Internet System, there occurs a disturbance of any Public Way or any town infrastructure in any Right-of-Way by CENTRANET, it shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

2.3 Relocation at Request of the TOWN. Upon its receipt of reasonable advance notice, CENTRANET shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of CENTRANET when lawfully required by TOWN by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by TOWN; but CENTRANET shall, in all cases, have the right of abandonment of its property provided that such abandoned property does not interfere with the town's use of its Right-of-Way. If public funds are appropriated and encumbered for any company using such street, easement, or right of way for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to CENTRANET.

2.4 Relocation at Request of Third Party. CENTRANET shall, at the request of any Person holding a building or other structure moving permit issued by TOWN, temporarily raise or lower its wires to permit the moving of such building or other structure, provided: (a) the expense of such temporary raising or lowering of wires is paid by such Person, including, if required by CENTRANET, making such payment in advance; and (b) CENTRANET is given not fewer than ten (10) business days' advance written notice to arrange for such temporary wire changes.

2.5 Trimming of Trees and Shrubbery. CENTRANET shall have the authority to trim trees or other natural growth overhanging any of its Fiber Internet System in the Service Area so as to prevent branches from coming in contact with CENTRANET wires, cables, or other equipment. Trimming shall be in accordance with best practices, state statutes, and local codes. CENTRANET shall reasonably compensate TOWN or property owner for any damages caused by such trimming.

2.6 Safety Requirements. Construction, installation, and maintenance of the Fiber Internet System shall be performed in an orderly and workmanlike manner. All such work shall be performed in accordance with applicable FCC or other federal, state, and local regulations. The Fiber Internet System shall not unreasonably endanger or interfere with the safety of persons or property in the Service Area.

2.7 Aerial and Underground Construction. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, CENTRANET likewise shall construct, operate, and maintain all of its Fiber Internet facilities underground, provided that such facilities are actually capable of receiving CENTRANET's Fiber Internet and other equipment without technical degradation. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, CENTRANET shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained

in this Subsection 2.7 shall require CENTRANET to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this Subsection 2.7, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Agreement, CENTRANET shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

2.8 Pole Attachments. Utility poles owned by TOWN or an affiliated entity shall be available for use by CENTRANET. CENTRANET shall obtain permission from TOWN for the use of poles owned by TOWN or its affiliate. Additionally, TOWN owned property may be available, including parks, and TOWN owned poles, but only after specific written approval by the town Board of Trustees.

2.9 Notice of Construction. CENTRANET shall provide written notice to the TOWN Manager not less than twenty-one (21) calendar days prior to commencement of any routine construction, installation, or maintenance operation conducted in the public land, rights-of-way, or easements. If such routine construction, installation, or maintenance operation will interrupt, impede or restrict vehicular traffic, CENTRANET shall provide advance public notice of same and shall provide on-site safeguard and traffic warnings in accordance with state statute and local ordinances. In emergency situations arising at other than regular business hours, notice of the work undertaken shall be given by CENTRANET to the TOWN Manager the following business day.

2.10 Methods of Construction. The Fiber Internet system shall be constructed, repaired, renewed, and maintained by CENTRANET at CENTRANET's own cost and expense in a safe, proper, and workmanlike manner and at such times and in such a manner as not to prevent or interfere with the safe, proper, and convenient movement of traffic or operation of utilities.

CENTRANET shall backfill all trenches, fill all holes caused by shrinkage, remove all excess dirt, and leave the premises in a solid and safe condition. CENTRANET shall restore all sodded areas to its original condition by placing slab sod on all disturbed areas and subject to the inspection and approval of the TOWN Manager. If CENTRANET shall fail to make any repairs or do any work required of CENTRANET by the provisions of this Agreement within fourteen (14) calendar days after receipt of written notice from the TOWN calling attention thereto and requesting such repairs or work to be done, then the TOWN shall have the right to make such repairs or do such work at the expense of CENTRANET and CENTRANET shall reimburse the TOWN for cost and expense of such repairs or work promptly upon receipt of a bill thereof by the TOWN to CENTRANET.

All Fiber Internet cables installed which cross from one side of the public right-of-way to the other shall require permission from TOWN to bore under the street. When openings are made adjacent to any street, alley, public way or easement, CENTRANET shall, at its expense, furnish barricades, fences, lights, and danger signals and shall take all precautionary measures for the protection of the public in accordance with state statute and local ordinances.

No materials or equipment used in the construction of the work shall be placed so as to endanger the work or prevent free access to all water valves, gas valves, manholes, electric, and telephone in the vicinity. The TOWN reserves the right to remedy any neglect, on the part of CENTRANET as regards the protection of the work, at CENTRANET's expense.

CENTRANET shall place standard identification markers at points where the Fiber Internet cable intersects the TOWN's right-of-way boundary. Said marker shall extend a minimum of thirty-six inches (36") above right-of-way surface.

CENTRANET shall provide the TOWN Manager with a set of record drawings of the Fiber Internet system which shall be made available for review prior to installation.

CENTRANET will place no additional structures, encroachments, or improvements in or upon property without approval of the TOWN Manager. If no response from TOWN Manager after twenty-one (21) calendar days of request sent per section 7.4 of this document, then CENTRANET can proceed as if approved.

CENTRANET will restore grounds to their preexisting condition and restore infrastructure to TOWN Code standards following excavation.

Once construction is completed, CENTRANET will provide TOWN with "as-built" plans documenting the work done and locations accessed.

2.11 Termination of Fiber Internet Cable Usage. CENTRANET shall notify the TOWN in writing upon the termination of use of said Fiber Internet cable(s) and the right-of-way shall be returned to substantially the same condition existing prior to the installation.

SECTION 3: Right of Way Access Fee, Rates and Charges, Conditions of Sale or Transfer

3.1 Right of Way Access Fee. During the term of this agreement, Centranet shall pay to the Town a fee equal 5.0 percent of the gross revenues that Centranet and its affiliates collect from all Subscribers in the town limits. CENTRANET shall collect the fee monthly from each Subscriber/customer to CENTRANET's Fiber Internet services, including existing business and commercial Subscribers/customers. ("Right of Way Access Fee"). The Fee shall be forwarded to TOWN quarterly and shall be due forty-five (45) days after the end of each calendar quarter.

- A. For purposes of this Agreement, gross revenues are limited to the following:
 - 1. recurring charges for Fiber Internet Services;
 - 2. service charges related to the provision of Fiber Internet Services, including, but not limited to, activation, and installation.
 - 3. administrative charges related to the provision of Fiber Internet Services, including, but not limited to, service order and service termination charges.
- B. For purposes of this Agreement, gross revenues do not include:
 - 1. uncollectible fees, provided that all or part of uncollectible fees which are written off as

bad debt but subsequently collected, less expenses of collection, shall be included in gross revenues in the period collected;

2. late payment fees;
3. revenues from contracts for in-home maintenance service, unless they relate solely to maintenance on equipment used only for the provisioning of Fiber Internet Services and not for the provisioning of any other service provided by CENTRANET or its affiliates;
4. amounts billed to Fiber Internet Services Subscribers/customers to recover taxes, fees, or surcharges imposed upon Fiber Internet Services Subscribers/customers in connection with the provision of Fiber Internet Services, other than the Fee authorized by this section;
5. revenue from Fiber Internet Services repairs;
6. revenue from the sale of capital assets or surplus equipment; or
7. charges, other than those described in subsection (A), that are aggregated or bundled with amounts billed to Fiber Internet Service Subscribers.

C. Bundling discounts shall be apportioned fairly among internet and other services. CENTRANET shall not apportion revenue in such a manner as to avoid the Right of Way Access Fee.

D. CENTRANET and TOWN agree that the Right of Way Access Fee shall be in lieu of all other concessions, charges, excises, franchise, license, privilege, other permit fees, taxes, or assessments except sales taxes, personal or real property taxes, and act valorem taxes.

E. The five percent (5%) of the gross revenues fee referenced above shall decrease to any lower rate that TOWN agrees to charge any similarly situated telecom providers that are providing similar products to what CENTRANET offers its customers.

3.2 Rates and Charges. TOWN may not regulate the rates for the provision of Fiber Internet Service or other service, including, but not limited to, ancillary charges relating thereto, except as expressly provided herein and except as may be authorized pursuant to federal and state law. From time to time, and at any time, CENTRANET has the right to modify its rates and charges, at its discretion and without consent of TOWN, including, but not limited to, the implementation of additional charges and rates; provided, however, that CENTRANET shall give notice to TOWN of any such modifications or additional charges thirty (30) days prior to the effective date thereof.

3.3 Conditions of Sale. CENTRANET and TOWN agree that in the case of a lawful termination of this Agreement, CENTRANET shall be given a reasonable opportunity to effectuate a transfer of its Fiber Internet System to a qualified third party. TOWN further agrees that during such period of time, it shall authorize CENTRANET to continue to operate pursuant to the terms of this Agreement; however, in no event shall such authorization exceed a period of time greater than six (6) months from the effective date of such termination. If, at the end of that time, CENTRANET is unsuccessful in procuring a qualified transferee or assignee of its Fiber Internet System which is reasonably acceptable to TOWN, CENTRANET and TOWN may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that CENTRANET's continued operation of its Fiber Internet System during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either TOWN or CENTRANET. Notwithstanding anything to the contrary set forth in this Subsection 3.3, neither TOWN nor CENTRANET shall be required to violate federal or state law.

3.4 Service to Public Buildings. Centranet shall provide to TOWN, at no charge, its fiber-based, symmetrical Internet service with speeds of up to 1 Gbps x 1 Gbps upload to two (2) municipal public building locations, located within the Centranet targeted build areas that have been shared by Centranet with the Town, designated by the Town in writing to Centranet (the "Public Building Service"). Installation costs and equipment charges relating to the Public Building Service shall be paid by Centranet up to a maximum of \$8,000. The Public Building Service shall be used solely for Internet access, any emergency system use, or any mission critical use. The Public Building Service shall not be used for any private business or private commercial use. Accordingly, while Centranet shall use commercially reasonable efforts to ensure that the Public Building Service is available 24 hours per day, 7 days per week, consistent with its own network availability, Centranet shall have no liability whatsoever to the Town or otherwise under this Agreement for any failure or unavailability of the Public Building Service. Buildout and availability of the Public Building Service shall occur concurrently with Centranet's planned buildout of the Fiber Internet System, but in any event as quickly as commercially practicable once the Fiber Internet System has been constructed in the immediate vicinity of such locations.

SECTION 4: Compliance and Monitoring

4. Books and Records. CENTRANET agrees that TOWN may review such of CENTRANET's books and records, during normal business hours and on a nondisruptive basis, as are reasonably necessary to monitor compliance with the financial terms hereof. Such records include, but are not limited to, any public records required to be kept by CENTRANET pursuant to the rules and regulations of the FCC, or any other governmental agency or body. Notwithstanding anything to the contrary set forth herein, CENTRANET shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. TOWN agrees to treat any information disclosed to it by CENTRANET as confidential, to the extent not prohibited by law, and to disclose it only to employees, representatives, and agents of TOWN that have a need to know, or in order to enforce the provisions hereof.

SECTION 5: Insurance, Indemnification, and Bonds or Other Surety

5.1 Insurance Requirements. CENTRANET shall maintain in full force and effect during the term of this Agreement, at its own cost and expense, a general comprehensive liability insurance policy naming, as an additional insured, the TOWN, its officers, boards, commissions, agents and employees, with a company mutually acceptable by CENTRANET and the TOWN in a form satisfactory to the TOWN protecting the TOWN and all persons against liability for loss or damage for personal injury, death or property damage occasioned by the operations of CENTRANET under this Agreement in the amount of at least \$1,000,000.

5.2 Indemnification. CENTRANET agrees to indemnify, save and hold harmless, and defend TOWN, its officers, boards and employees, from and against any liability for damages and for any liability or claims, in each case resulting from property damage or bodily injury (including accidental death) which arise out of CENTRANET's construction, operation or maintenance of its

Fiber Internet System, including, but not limited to, reasonable attorneys' fees and costs.

5.3 Bonds and Other Surety. Except as expressly provided herein, CENTRANET shall not be required to obtain or maintain bonds or other surety as a condition of this Agreement. TOWN acknowledges that the legal, financial, and technical qualifications of CENTRANET are sufficient to afford compliance with the terms of the Agreement and the enforcement thereof. CENTRANET and TOWN recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for Fiber Internet Service or other service. In order to minimize such costs, TOWN agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefor. TOWN agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$100,000, conditioned upon the substantial performance of the material terms, covenants, and conditions of this Agreement. Initially, no bond or other surety shall be required. In the event that one is required in the future, TOWN agrees to give CENTRANET at least sixty (60) days' prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in CENTRANET's legal, financial, or technical qualifications, which would materially prohibit or impair its ability to comply with the terms of this Agreement or afford compliance therewith.

SECTION 6: Law, Venue, Jurisdiction

6. Governing Law, Jurisdiction, and Venue. This Agreement will be governed by the laws of the State of Oklahoma. Jurisdiction and Venue will be in the District Court of Oklahoma County, Oklahoma, or the Federal Western District of Oklahoma. The TOWN represents to CENTRANET and CENTRANET relies on the assertions that the TOWN has the ability to grant the rights subject of this agreement.

SECTION 7: Miscellaneous Provisions

7.1 Term. This Agreement shall be for a term of ten (10) years from the date of this Agreement unless otherwise lawfully terminated in accordance with the terms of this Agreement. Prior to the end of this Agreement's term, TOWN and CENTRANET agree to enter into good faith negotiations regarding the renewal, modification, and/or extension of this Agreement.

7.2 Preemption. If any federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of this Agreement, then, to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like jurisdiction by TOWN, the jurisdiction of TOWN shall cease and no longer exist.

7.3 Employment Requirements. CENTRANET shall afford equal opportunity in employment to all qualified persons. No person shall be discriminated against in employment because of race, color, sex, religion, gender, national origin, age, familial status, or disability. CENTRANET shall maintain and carry out a continuing program of specific practices designed to assure equal opportunity in every aspect of its employment policies and practices.

7.4 Notice. Unless expressly otherwise agreed between the parties, every notice or response to

be served upon TOWN or CENTRANET shall be in writing and shall be delivered by a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a Post Office or branch thereof regularly maintained by the U.S. Postal Service. If questioned, the party sending a notice shall have the burden to prove receipt or rejection. Rejected notices shall be deemed delivered. The parties may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this section. The notice and contact information for TOWN and CENTRANET are as follows:

If to TOWN: Town Clerk, Town of Luther
 108 S. Main
 Luther, OK 73054

If to CENTRANET: Centranet, LLC
 P.O. Box 1809
 Stillwater, OK 74076

7.5 Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

7.6 Severability. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Agreement or any renewal or renewals thereof.

7.7 Force Majeure. CENTRANET shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of CENTRANET to control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain, or monitor their utility poles to which CENTRANET's Fiber Internet System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Signature page follows

TOWN

Attest:

Town Clerk

Date: _____

Mayor

Date: _____

Approved as to Content:

Town Manager

Date: _____

Approved as to Form and Legality

Town Attorney

Date: _____

CENTRANET

Centranet, LLC

By: _____

Date: _____

Name: _____

Title: _____



January 9th, 2025

Mayor Terry Arps & Town Board Members
Town of Luther
108 S Main
Luther, OK 73054

Re: CVE24-041 Sanitary Sewer System Improvements Bid Tabulation and Recommendation

Dear Mayor Arps and Town Board Members,

Following the public bid opening for the Sanitary Sewer System Improvements (CVE24-041) held on January 2nd, 2025, at 10:00 a.m., we thoroughly reviewed the bid tabulation. Six bids were submitted:

1. Urban Contractors, LLC, OKC, OK: Total Bid - \$164,590.00
2. Luckinbill Construction Co., LLC, Edmond, OK: Total Bid - \$177,840.00
3. D Owen Construction, Norman, OK: Total Bid - \$237,845.00
4. Mills Utilities & Construction, LLC, Asher, OK - \$239,606.00
5. Circle B Underground, LLC, Bristow, OK - \$264,430.34
6. Timco Blasting & Coatings, Inc., Bristow, OK - \$342,995.00

The contractors submitted bids for the completion of the specified improvements, which include furnishing and installing sewer pipe via conventional trenching, concrete manholes, sewer service connections, and site restoration. After evaluating the bid prices and the completeness of the submissions, Urban Contractors offered the lowest responsive bid at \$164,590.00.

We recommend awarding Section A – Line A and Section C – Add Alternates of the bid, along with a concurrent additive change order of \$20,000 (five additional manhole replacements), resulting in a total contract award of \$86,494.00, to Urban Contractors, as their bid meets the project's requirements while providing a cost saving compared to the other submissions. Their proposal demonstrates a clear understanding of the project scope and includes all necessary elements to ensure successful completion.

Please feel free to contact us if you require additional information or have any questions. We look forward to your decision and are ready to proceed with the next steps in the project.

Kind Regards,

A handwritten signature in black ink that reads 'Michael G. Andersen'.

Michael G. Andersen, P.E.
Project Engineer
Cimarron Valley Engineering, LLC

Attachments: Bid Tabulation and Project Cost – Post Bids



Bid Tabulation
 Town of Luther
 CVE24-041
 January 2nd, 2025 at 10:00 a.m.

Item	Pay Item, encompassing, though not restricted to, the entirety of components required for a comprehensive system/installation.	Unit	Qty	Urban Contractors, LLC Oklahoma City, OK		Luckinbill Construction Co., LLC Edmond, OK		D Owen Construction Norman, OK		Mills Utilities & Construction, LLC Asher, OK		Circle B Underground, LLC Bristow, OK		Timco Blasting & Coatings, Inc. Bristow, OK	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Section A - Line A															
1	Furnish and Install 8" SDR-26 PVC Sewer Main including laying, backfill and appurtenances	L.F.	250	\$ 170.00	\$ 42,500.00	\$ 110.00	\$ 27,500.00	\$ 75.00	\$ 18,750.00	\$ 50.00	\$ 12,500.00	\$ 36.00	\$ 9,000.00	\$ 130.00	\$ 32,500.00
2	Trenching (0-10') including all trenching excavation and backfill	L.F.	250	\$ 5.00	\$ 1,250.00	\$ 10.00	\$ 2,500.00	\$ 40.00	\$ 10,000.00	\$ 100.00	\$ 25,000.00	\$ 84.00	\$ 21,000.00	\$ 45.00	\$ 11,250.00
3	Furnish and install 4' Dia. Concrete Manhole 0-6 feet deep including all excavation, backfill, concrete, steel, ring, cover and appurtenances	Ea.	2	\$ 3,500.00	\$ 7,000.00	\$ 8,000.00	\$ 16,000.00	\$ 10,000.00	\$ 20,000.00	\$ 3,500.00	\$ 7,000.00	\$ 10,616.00	\$ 21,232.00	\$ 11,300.00	\$ 22,600.00
4	Construct Additional Depth for Standard 4' Dia. Concrete Manhole including but not limited to all excavation, backfill, forming, concrete, reinforcement and appurtenances	V.F.	2.78	\$ 300.00	\$ 834.00	\$ 225.00	\$ 625.50	\$ 1,000.00	\$ 2,780.00	\$ 500.00	\$ 1,390.00	\$ 1,275.00	\$ 3,544.50	\$ 1,500.00	\$ 4,170.00
5	Remove Existing Manhole including the demolition disposal and any backfill necessary.	Ea.	1	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 5,500.00	\$ 5,500.00	\$ 3,675.00	\$ 3,675.00	\$ 6,200.00	\$ 8,200.00
6	Sewer Service Connection including furnishing all labor, equipment, materials, and incidentals necessary to install a sewer service connection, including excavation, pipe, fittings, bedding, backfill, and	Ea.	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,478.00	\$ 3,478.00	\$ 3,150.00	\$ 3,150.00
7	Sewer Service Riser including furnishing all labor, equipment, materials, and incidentals necessary to construct a sewer service riser, including excavation, riser pipe, fittings, bedding, backfill, and surface restoration.	L.F.	10	\$ 20.00	\$ 200.00	\$ 15.00	\$ 150.00	\$ 50.00	\$ 500.00	\$ 19.00	\$ 190.00	\$ 91.00	\$ 910.00	\$ 350.00	\$ 3,500.00
8	Embedment Material including furnishing all labor, equipment, embedment material and any incidentals necessary to place embedment material	C.Y.	34	\$ 100.00	\$ 3,400.00	\$ 85.00	\$ 2,890.00	\$ 100.00	\$ 3,400.00	\$ 75.00	\$ 2,550.00	\$ 80.00	\$ 2,720.00	\$ 50.00	\$ 1,700.00
9	Topsoil, fertilizer, bermuda grass sodding, and watering until established	S.Y.	500	\$ 5.00	\$ 2,500.00	\$ 5.00	\$ 2,500.00	\$ 20.00	\$ 10,000.00	\$ 5.00	\$ 2,500.00	\$ 17.00	\$ 8,500.00	\$ 50.00	\$ 25,000.00
10	Traffic Control and signing in accordance with the Manual of Uniform Traffic Control Devices for Sewer Main Relocation	LSUM	1	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,200.00	\$ 4,200.00	\$ 3,500.00	\$ 3,500.00
11	SWPPP and Erosion Control for Sewer Main Relocation	LSUM	1	\$ 400.00	\$ 400.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,150.00	\$ 3,150.00	\$ 2,500.00	\$ 2,500.00
12	Clearing, Grubbing and Miscellaneous Incidental Removals of Structures and Obstructions	LSUM	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 5,500.00	\$ 5,500.00	\$ 6,825.00	\$ 6,825.00	\$ 4,500.00	\$ 4,500.00
Total Bid Section A					\$ 60,984.00		\$ 57,165.50		\$ 79,430.00		\$ 66,630.00		\$ 88,234.50		\$ 122,570.00
Section B - Line B															
1	Furnish and Install 12" SDR-26 PVC Sewer Main including laying, backfill and appurtenances	L.F.	365	\$ 185.00	\$ 67,525.00	\$ 170.00	\$ 62,050.00	\$ 95.00	\$ 34,675.00	\$ 60.00	\$ 21,900.00	\$ 65.00	\$ 23,725.00	\$ 168.00	\$ 61,320.00
2	Trenching (0-10') including all trenching excavation and backfill	L.F.	165	\$ 5.00	\$ 825.00	\$ 10.00	\$ 1,650.00	\$ 40.00	\$ 6,600.00	\$ 100.00	\$ 16,500.00	\$ 126.00	\$ 20,790.00	\$ 45.00	\$ 7,425.00

Item	Description	Unit	Qty	Unit Price	Total	Edmond-OK	Norman-OK	Asher-OK	Bristow-OK	Oklahoma City-OK
3	trenching (10'-15') including all trenching excavation and backfill	L.F.	200	\$ 5.00	\$ 1,000.00	\$ 20.00	\$ 50.00	\$ 350.00	\$ 158.00	\$ 65.00
4	Finish and install 4' Dia. Concrete Manhole 0-5-foot deep including all excavation, backfill, concrete, steel, ring, cover and appurtenances	Ea.	3	\$ 3,500.00	\$ 10,500.00	\$ 8,000.00	\$ 12,000.00	\$ 3,500.00	\$ 7,891.00	\$ 11,300.00
5	Concrete Additional Depth for Standard 4' Dia. Concrete Manhole including burn-in timber to all excavation, backfill, forming, concrete, reinforcement and appurtenances	V.F.	10.82	\$ 225.00	\$ 2,437.50	\$ 1,000.00	\$ 10,820.00	\$ 500.00	\$ 1,252.00	\$ 1,500.00
6	Sewer Service Connection including furnishing all labor, equipment, materials, and incidentals necessary to install a sewer service connection, including excavation, pipe, fittings, bedding, backfill, and	Ea.	2	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 2,500.00	\$ 1,500.00	\$ 3,805.00	\$ 3,150.00
7	Sewer Service Riser including furnishing all labor, equipment, materials, and incidentals necessary to construct a sewer service riser, including excavation, steel pipe, fittings, bedding, backfill, and surface restoration	L.F.	40	\$ 20.00	\$ 800.00	\$ 15.00	\$ 50.00	\$ 19.00	\$ 88.00	\$ 350.00
8	Embedment material including furnishing all labor, equipment, materials, and incidentals necessary to place embedment material	C.Y.	63	\$ 100.00	\$ 6,300.00	\$ 65.00	\$ 100.00	\$ 75.00	\$ 90.00	\$ 50.00
9	Topsoil, fertilizer, bermuda grass sodding, and watering until established	S.Y.	640	\$ 5.00	\$ 3,200.00	\$ 5.00	\$ 20.00	\$ 5.00	\$ 17.00	\$ 50.00
10	Incidentals necessary to install a gravel road/drive repair	S.Y.	75	\$ 20.00	\$ 1,500.00	\$ 35.00	\$ 40.00	\$ 85.00	\$ 74.00	\$ 30.00
11	Traffic Control and signing in accordance with the Manual of Uniform Traffic Control Devices for Sewer Main Relocation	LUM	1	\$ 400.00	\$ 400.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 4,200.00	\$ 3,500.00
12	SWPP and Erosion Control for Sewer Main Relocation	LUM	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 2,000.00	\$ 1,200.00	\$ 4,725.00	\$ 2,500.00
13	Cleaning, Grubbing and Miscellaneous Incidentals Removals of Structures and Obstructions	LUM	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 8,000.00	\$ 5,500.00	\$ 5,775.00	\$ 4,500.00
Section C - Add Alternates										
Total Bid Section B										
\$ 98,086.00										
\$ 108,899.50										
\$ 108,899.50										
\$ 150,920.00										
\$ 190,882.84										
\$ 199,975.00										
Section C - Add Alternates										
Total Bid Section A + Section B										
\$ 159,080.00										
\$ 159,080.00										
\$ 217,550.00										
\$ 249,117.34										
\$ 327,545.00										
Total Bid Section A + Section B + Section C										
\$ 164,890.00										
\$ 177,840.00										
\$ 237,845.00										
\$ 238,606.00										
\$ 264,430.34										
\$ 342,995.00										



CIMARRON VALLEY
ENGINEERING

Project Cost - Post Bids
Sewer Main Relocation
Town of Luther
CVE24-041
Tuesday, January 7, 2025

Section A - Line A

1	250	L.F.	Furnish and Install 8" SDR-26 PVC Sewer Main including laying, backfill and appurtenances	\$ 170.00	\$ 42,500.00
2	250	L.F.	Trenching (0-10') including all trenching excavation and backfill	\$ 5.00	\$ 1,250.00
3	2	Ea.	Furnish and Install 4' Dia. Concrete Manhole 0-6 feet deep including all excavation, backfill, concrete, steel, ring, cover and appurtenances	\$ 3,500.00	\$ 7,000.00
4	2.78	V.F.	Construct Additional Depth for Standard 4' Dia. Concrete Manhole including but not limited to all excavation, backfill, forming, concrete, reinforcement and appurtenances	\$ 300.00	\$ 834.00
5	1	Ea.	Remove Existing Manhole including the demolition disposal and any backfill necessary.	\$ 500.00	\$ 500.00
6	1	Ea.	Sewer Service Connection including furnishing all labor, equipment, materials, and incidentals necessary to install a sewer service connection, including excavation, pipe, fittings, bedding, backfill, and surface restoration.	\$ 500.00	\$ 500.00
7	10	L.F.	Sewer Service Riser including furnishing all labor, equipment, materials, and incidentals necessary to construct a sewer service riser, including excavation, riser pipe, fittings, bedding, backfill, and surface restoration.	\$ 20.00	\$ 200.00
8	34	C.Y.	Embedment Material including furnishing all labor, equipment, embedment material and any incidentals necessary to place embedment material	\$ 100.00	\$ 3,400.00
9	500	S.Y.	Topsoil, fertilizer, bermuda grass sodding, and watering until established	\$ 5.00	\$ 2,500.00
10	1	LSUM	Traffic Control and signing in accordance with the Manual of Uniform Traffic Control Devices for Sewer Main Relocation	\$ 400.00	\$ 400.00
11	1	LSUM	SWPPP and Erosion Control for Sewer Main Relocation	\$ 400.00	\$ 400.00
12	1	LSUM	Clearing, Grubbing and Miscellaneous Incidental Removals of Structures and Obstructions	\$ 1,500.00	\$ 1,500.00

Section C - Add Alternates

1	6	Ea.	Remove Existing Manhole including the demolition disposal and any backfill necessary.	\$ 500.00	\$ 3,000.00
2	6	Ea.	Furnish and Install 4' Dia. Concrete Manhole 0-6 feet	\$ 3,500.00	\$ 21,000.00
3	10	S.Y.	Asphalt Paving Removal and Replacement including	\$ 130.00	\$ 1,300.00
4	10	S.Y.	Gravel Repair including furnishing all labor, equipment,	\$ 20.00	\$ 200.00
5	1	S.Y.	Topsoil, fertilizer, bermuda grass sodding, and watering	\$ 10.00	\$ 10.00
Total Construction Cost				\$	86,494.00
Fees				\$	13,505.00
Total Project Cost				\$	99,999.00

