



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

**BOARD OF TRUSTEES FOR THE TOWN OF LUTHER
TUESDAY, JANUARY 13, 2026, 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 meeting of December 9, 2025.
 - 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. **Public Hearing** - To consider and take possible action to approve or deny an application for rezoning from A-1 Agricultural to R-1 Residential for a property generally located at 18630 NE 178th Street, Luther, OK 73054. The applicant has indicated the rezoning request is being made for the purpose of splitting the property into three (3) residential lots. The property is approximately 4.3 acres and the legal description is as follows: ARROYO SECO ESTATES 000 000 LOT 22 EX A TR 215FT N&S BY 202.62FT E&W BEG 251 AND ARROYO SECO ESTATES 000 000 BEG 251.75FT W OF NE/C LOT 22 TH S215FT W202.62FT N215FT E202.62FT TO BEG CONT 1ACR MORE OR LESS.
12. Consideration, discussion and possible action to approve or deny an application for a lot split from a parcel of 4.3 acres to three (3) parcels of 1.2563, 1.2588 and 1.8004 acres, legal description as follows: ARROYO SECO ESTATES 000 000 LOT 22 EX A TR 215FT N&S

BY 202.62FT E&W BEG 251 AND ARROYO SECO ESTATES 000 000 BEG 251.75FT W OF NE/C LOT 22 TH S215FT W202.62FT -N215FT E202.62FT TO BEG CONT 1ACR MORE OR LESS.

13. Consideration, discussion and possible action to set the dates for December 4 and 5, 2026, for the downtown event sponsored by the Luther Ministerial Alliance "A Christmas to Remember".
14. Consideration, discussion and possible action on future plans for the former Head Start building in Booker T. Washington Park. **Tabled from December 9, 2025.**
15. Consideration, discussion and possible action to enter into an Encroachment Agreement with Levi Bouska for the property located at 204 North Ash Street.
16. Consideration, discussion and possible action regarding speed limits in the Town of Luther. **Tabled from December 9, 2025.**
17. Consideration, discussion and possible action to authorize the purchase of a police vehicle to replace the vehicle totaled in an accident. **Tabled from December 9, 2025.**
18. Consideration, discussion and possible action to authorize the upfitting of a new police vehicle.
19. Consideration, discussion and possible action to implement the PACKTRACK K9 Tracking System at a subscription cost of \$140.00 annually.
20. Consideration, discussion and possible action to accept or decline an offer from Travelers Insurance for settlement regarding the crash involving the Metropolitan Library System delivery truck that hit and damaged our park bench and Town Hall building. **Tabled from December 9, 2025.**
21. Consideration, discussion, and possible direction on **AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, AMENDING CHAPTER 12, "PLANNING, ZONING AND DEVELOPMENT," CHAPTER 2, "ZONING REGULATIONS," ARTICLE B, "SPECIFIC DISTRICT REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF LUTHER, AND SPECIFICALLY AMENDING SECTION 12-214, "R-4 DISTRICT - RECREATIONAL VEHICLE PARKS," ELIMINATING MANUFACTURING OR MOBILE HOME COMMUNITIES AND PARKS, PROVIDING FOR RECREATIONAL VEHICLE PARKS, AND ESTABLISHING CRITERIA; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT**
22. Consideration, discussion, and possible approval of an Amended Request for Proposals (RFP) for the Purchase of an Approximate 1/4 Acre Tract of Real Property generally located north of Northeast 4th Street west of North Dogwood Street and south of the Dollar General, Luther, Oklahoma.

Trustee Two (Jerrod Davis)

23. Consideration, discussion and possible action to close Main Street during the Third Saturday Markets.
24. Consideration, discussion and possible action to close Main Street on March 28, 2026, for a townwide garage sale.

25. Consideration, discussion and possible action for the Final Pay Applications to Crossfire Construction for the completion of the LPWA Shop. **Tabled from December 9, 2025.**
26. Consideration; discussion and possible action to ratify the acceptance of the ACOG REAP contract for a drainage improvement project grant.
27. Consideration, discussion and possible action to enter into a contract with Cimarron Valley Engineering for the ACOG REAP drainage improvement project.
28. Consideration, discussion and possible action to decide on a project for the open round of Rt 66 Revitalization grant.
29. Consideration, discussion and possible action to contract with Dawn Shelton to write the Rt 66 Revitalization grant.
30. Consideration, discussion and possible action to contract with Dawn Shelton to update and streamline the Town of Luther website on a month-to-month basis at a cost of \$100 per month.
31. Consideration, discussion, and possible action, including preview and review of a draft ordinance for stormwater control, runoff, and design standards. – **Tabled from December 9, 2025.**

Trustee Three (Carla Caruthers)

32. Consideration, discussion and possible action to authorize hotel accommodations for fire personnel for three (3) nights to attend the Destry Horton Wildland and EMS Training Conference in Lawton, OK, on Feb 5, 6 and 7, 2026, in an amount not to exceed \$693.23.

Trustee Four (Jeff Schwarzmeier)

Trustee Five (Cindy Taylor)

33. **PROPOSED EXECUTIVE SESSION:** Consideration and possible action to enter into Executive Session for confidential communications and discussions with legal counsel and other staff members as requested and required to discuss the employment of the Town Manager, including her compensation and terms of employment and her notice of resignation effective as of April 3, 2026, as authorized by 25 O.S. §307(B)(1), which allows discussions pertaining to the employment, hiring, and appointment of any individual salaried public officer or employee.
34. **PROPOSED ACTION FOLLOWING EXECUTIVE SESSION:** Consideration, discussion, and possible reasonable action, including action pertaining to the employment of the Town Manager.
35. Consideration, discussion, and possible action regarding recruitment and advertising for the position of Town Manager.
36. Consideration, discussion, and possible action regarding authority to enter into a contract with Scherrie Pidcock for Consulting and Support Services after she leaves full-time employment with the Town of Luther.
37. **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

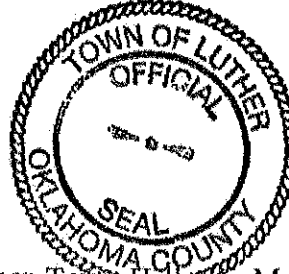
reasonably foreseen prior to the time of posting the agenda.

38. **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.

39. Adjourn.



Scherrie Pidcock, Town Clerk



Agenda Posted Monday, January 12, 2026, 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, Vice-Mayor, Trustee Three
Jeff Schwarzmeier, Trustee Four
Cindy Harris Baker, Trustee Five

**BOARD OF TRUSTEES FOR THE TOWN OF LUTHER
TUESDAY, DECEMBER 9, 2025, 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, Jerrod Davis, Jeff Schwarzmeier and Cindy Harris Baker. Carla Caruthers was 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 meeting of November 12, 2025.
 - 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 (4) Yes.
7. Consideration of Items Removed from the Consent Agenda – None.
8. Trustee Comments – Jerrod Davis commented that it was good to be back. Members agreed and welcomed him back.
9. Department Reports – Terry Arps read the Code Enforcement and Police Reports. Chief Figueroa presented the Fire Report. Town Manager had no report.
10. Attorney's Report – Beth Anne Childs reported that she had been in contact with Beltline Energy, and they have retained a law firm that focuses on zoning work issues. She stated she expected some sort of application for a Specific Use Permit as well as an economic development agreement to be submitted after the first of the year.

Trustee One (Terry Arps)

11. Consideration, discussion and possible action regarding acceptance of the Luther Street Drainage Improvements Grant award from the Association of Central Oklahoma Governments. – Terry Arps made a motion to accept the grant, 2nd by Jerrod Davis. The Vote: All (4) Yes.
12. Consideration, discussion and possible action to adopt Resolution 2025-09R, 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 2026. – Terry Arps made a motion to adopt the resolution, 2nd by Cindy Harris Baker. The Vote: All (4) Yes.

13. Consideration, discussion and possible action to adopt Resolution 2025-12R, 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 2026. – **Terry Arps made a motion to adopt the resolution, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
14. Consideration, discussion and possible action to adopt Resolution 2025-13R, 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 2026. - **Terry Arps made a motion to adopt the resolution, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
15. Consideration, discussion and possible action to insure the former Head Start building in Booker T. Washington Park. – **Terry Arps made a motion to insure the former Head Start building, 2nd by Jerrod Davis. The Vote: All (4) Yes.**
16. Discussion of future plans for the former Head Start building in Booker T. Washington Park. - **Discussion was held. Terry Arps made a motion to table the item to January 13, 2026, meeting, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
17. Consideration, discussion and possible action regarding holiday office closure dates and times for Town Hall. – **Cindy Harris Baker made a motion to close Town Hall at Noon on Christmas Eve, close on December 25 and 26, and close at 4:00 pm on New Year's Eve, 2nd by Terry Arps. The Vote: All (4) Yes.**
18. Consideration, discussion and possible action to authorize the Luther Alumni Committee to close Main Street all day on Saturday, May 16, 2026, for Luther Alumni Day activities on Main Street, including vendors, a parade, games and a street dance. -**Terry Arps made a motion to authorize Luther Alumni Day street closing and activities, 2nd by Jerrod Davis. The Vote: All (4) Yes.**
19. Consideration, discussion and possible action to waive vendor fees for Alumni Day vendors. – **Terry Arps made a motion to waive vendor fees, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
20. Consideration, discussion and possible action for the Final Pay Application to Crossfire Construction for the completion of the LPWA Shop. – **Terry Arps made a motion to table the item until January 13, 2026, 2nd by Jerrod Davis. The Vote: All (4).**
21. Consideration, discussion and possible action to authorize the purchase of a police vehicle to replace the vehicle totaled in an accident. – **Terry Arps made a motion to table the item until January 13, 2026, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
22. Consideration, discussion and possible action regarding speed limits in the Town of Luther. Tabled from November 12, 2025. - **Terry Arps made a motion to table the item until January 13, 2026, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
23. Consideration, discussion and possible action to adopt Ordinance No. 2025-06 requiring house numbers be displayed and visible from the street. – Tabled from November 12, 2025. – **Terry Arps made a motion to adopt Ordinance 2025-06, 2nd by Cindy Harris Baker. The Vote: All (4) Yes.**

Trustee Two (Jerrod Davis)

24. Consideration, discussion, and possible action, including preview and review of a draft ordinance for stormwater control, runoff, and design standards. – **Jerrod Davis made a motion to table the item until January 13, 2026, 2nd by Terry Arps. The Vote: All (4) Yes.**

Trustee Three (Carla Caruthers)

25. Consideration, discussion and possible action to upgrade to e-PCR for First Due reporting software at a cost of \$1,300.00. – **Terry Arps made a motion to approve the upgraded software, 2nd by Jerrod Davis. The Vote: All (4) Yes.**
26. Consideration, discussion and possible action to initiate Apple Business Essentials cloud storage for Town-owned Fire Department Apple brand devices, to enhance security and prevent data loss, at a cost of \$2.99 per month each, for six (6) devices. – **Terry Arps made a motion to approve the Apple Business Essentials, 2nd by Cindy Harris Baker. The Vote: All (4) Yes.**
27. Consideration, discussion and possible action to reimburse Firefighter Mason Factory for Advanced EMT class in the amount of \$1,300.00. – **Terry Arps made a motion to approve the reimbursement, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**

Trustee Four (Jeff Schwarzmeier)

Trustee Five (Cindy Harris Baker)

28. 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. – Terry Arps stated that the Board of Trustees had two (2) items that needed to be addressed that came up after the agenda was posted.
- a. Travelers Insurance made an offer for settlement regarding the crash involving the Metropolitan Library System delivery truck that hit and damaged our park bench and Town Hall building. **Terry Arps made a motion to table the item until January 13, 2026, to potentially get an independent estimate of damages, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
 - b. Terry Arps told the Board of Trustees that the City of Edmond had passed Resolution No. 48-25 to donate a 2005 International Watermaster Tanker truck to the Town of Luther. The resolution was reviewed. **Terry Arps made a motion to accept the tanker truck from the City of Edmond, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
29. 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.**
30. Adjourn. – **Terry Arps made a motion adjourn, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**

Scherrie Pidcock
Minutes transcribed by Scherrie Pidcock, Town Clerk



**TOWN OF LUTHER GENERAL FUND CLAIMS INCLUDING PAYROLL
DECEMBER 10, 2025 THROUGH JANUARY 13, 2026**

<u>Date</u>	<u>Ref No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Payment</u>
12/10/2025	EFT	QuickBooks Payroll	TOWN/FIRE/COURT(PD) PAYROLL	5,928.92
12/10/2025	EFT	IRS	FEDERAL PAYROLL TAX	2,551.90
12/10/2025	EFT	CAPITAL IMPROVEMENT FUND SAVINGS	QUARTERLY TRANSFER	38,935.65
12/10/2025	EFT	TECHNOLOGY FEE ACCOUNT	MONTHLY FEE TRANSFER	352.96
12/15/2025	EFT	AMAZON	MONTHLY SUBSCRIPTION	14.99
12/16/2025	EFT	AMAZON	PARTS/SUPPLIES	80.99
12/17/2025	EFT	BANCFIRST	DEPOSIT SLIPS	71.90
12/17/2025	EFT	Oklahoma Police Pension & Retirement System	PENSION CONTRIBUTIONS	7,422.53
12/17/2025	EFT	IRS	FEDERAL PAYROLL TAX	1,300.52
12/18/2025	EFT	SWEEP TRANSFER	SWEEP TRANSFER	691.47
12/19/2025	24283	Ameritas Life Insurance Corp	VOLUNTARY VISION INSURANCE	147.27
12/19/2025	24284	BLUECROSS BLUESHIELD OF OK	HEALTH INSURANCE	12,901.12
12/19/2025	24285	BLUECROSS BLUESHIELD OF OK-DEARBORN	LIFE INSURANCE	80.19
12/19/2025	24286	BridgeTower OpCo, LLC	PUBLICATIONS	98.28
12/19/2025	24287	CENTRANET	INTERNET	39.50
12/19/2025	24288	DAWN SHELTON	RT 66 MAGAZINE AD DESIGN	150.00
12/19/2025	24289	Delta Dental	VOLUNTARY DENTAL INSURANCE	697.00
12/19/2025	24290	DEPT OF PUBLIC SAFETY	OLETS	66.00
12/19/2025	24291	INTERSTATE CONSTRUCTION ADMINISTRATION NETWORK, INC.	INSPECTION FEES	525.00
12/19/2025	24292	MASON FACTORY	FIREFIGHTER CLASS REIMBURSEMENT	1,325.00
12/19/2025	24293	Oklahoma Firefighters Pension System	PENSION CONTRIBUTIONS	619.23
12/19/2025	24294	OKLAHOMA MUNICIPAL RETIREMENT FUND	PENSION CONTRIBUTIONS	329.44
12/19/2025	24295	Oklahoma ROUTE 66 ASSOCIATION	ANNUAL ADVERTISEMENT	850.00
12/19/2025	24296	OMAG	PROPERTY/LIABILITY/AUTO INS	2,932.17
12/19/2025	24297	OMCCA	COURT CLERK MEMBERSHIP	75.00
12/19/2025	24298	XCEL OFFICE SOLUTIONS	I.T./COPIER SERVICES	850.00
12/19/2025	24299	YOUNG & ASSOCIATES CPAs	ACCOUNTING SERVICES	510.00
12/19/2025	EFT	SWEEP TRANSFER	SWEEP TRANSFER	100.00
12/23/2025	EFT	QuickBooks Payroll	TOWN/FIRE/COURT(PD) PAYROLL	6,409.92

12/23/2025	EFT	SWEEP TRANSFER PURCHASE POWER/PITNEY	SWEEP TRANSFER	10,844.35
12/24/2025	EFT	BOWES	POSTAGE	603.75
12/29/2025	24300	JOHN VANCE FLEET SERVICES	FIRE VEHICLE (GRANT)	67,481.00
12/30/2025	EFT	QuickBooks Payroll	POLICE PAYROLL	23,491.06
12/30/2025	EFT	Colonial Life	VOLUNTARY INSURANCE	252.68
12/31/2025	EFT	CH&W TIRE	BACKHOE TIRE SERVICE/REPAIR	324.00
12/31/2025	EFT	IRS	FEDERAL PAYROLL TAX	1,387.42
01/02/2026	EFT	INTUIT	LPWA QUICKBOOKS	115.00
01/05/2026	EFT	Google Play	EMAIL BACKUPS	310.80
01/05/2026	EFT	QuickBooks Payroll	POLICE PAYROLL-ADDITIONAL	277.14
01/06/2026	EFT	Oklahoma Police Pension & Retirement System	PENSION CONTRIBUTIONS	7,017.03
01/06/2026	EFT	INTUIT	GEN FUND QUICKBOOKS	115.00
01/07/2026	EFT	QuickBooks Payroll	TOWN/FIRE/COURT(PD) PAYROLL	6,469.62
01/07/2026	EFT	FUELMAN	FUEL ALL DEPARTMENTS	3,316.57
01/07/2026	EFT	IRS	FEDERAL PAYROLL TAX	2,263.80
01/07/2026	EFT	MERCHANT SERVICES IPS	CREDIT CARD TRANSACTION FEES	130.83
01/08/2026	EFT	SWEEP TRANSFER	SWEEP TRANSFER	2,295.79
01/09/2026	EFT	SWEEP TRANSFER	SWEEP TRANSFER	101,314.85
01/13/2026	24301	10-8 SOLUTIONS	EQUIPMENT AND INSTALL(PD)	1,540.00
01/13/2026	24302	4WHLZ UP TOWING	PD VEHICLE MAINTENANCE	451.28
01/13/2026	24303	A-Z HANDYMAN X-PRESS	OFFICE CLEANING	432.00
01/13/2026	24304	ABERDEEN ENTERPRIZES II, INC	COLLECTION FEES	38.88
01/13/2026	24305	Ameritas Life Insurance Corp	VOLUNTARY VISION INSURANCE	157.67
01/13/2026	24306	AT&T Mobility	CELLS/IPADS SERVICE	1,060.21
01/13/2026	24307	Brent Coldiron	PROSECUTOR SERVICES	950.00
01/13/2026	24308	BridgeTower OpCo, LLC	PUBLICATION FEES	60.66
01/13/2026	24309	CLEET	COLLECTION FEES	148.80
01/13/2026	24310	COPS PRODUCTS	POLICE EQUIPMENT	365.24
01/13/2026	24311	DANA SAFETY SUPPLY, INC.	POLICE EQUIPMENT	273.88
01/13/2026	24312	DANIEL MCCLURE SR.	CODE ENFORCEMENT	1,125.00

01/13/2026	24313	DENNIS MCGRATH	JUDICIAL SERVICES	950.00
01/13/2026	24314	Dollar General - Regions 410526	TOILETRIES/CLEANING SUPPLIES	204.92
01/13/2026	24315	Eureka Water Company	WATER AND DISPENSER	29.89
01/13/2026	24316	GRANITE TELECOMMUNICATIONS	PD FAX LANDLINE	158.50
01/13/2026	24317	JEFF SCHWARZMEIER	TELEPHONE REIMBURSEMENT	50.00
01/13/2026	24318	LIL BIT WESTERN LAWN CARE	CHRISTMAS LIGHT REMOVAL	50.00
01/13/2026	24319	Luther Hardware, LLC	PARTS/SUPPLIES	68.43
01/13/2026	24320	O'Reilly Auto Parts	PARTS/SUPPLIES	9.36
01/13/2026	24321	OG&E	ELECTRIC SERVICE	1,204.18
01/13/2026	24322	OCSPC	DEDUCTIONS	195.32
01/13/2026	24323	OCSR	DEDUCTIONS	761.84
01/13/2026	24324	Oklahoma Firefighters Pension System	PENSION CONTRIBUTIONS	1,238.46
01/13/2026	24325	OKLAHOMA MUNICIPAL RETIREMENT FUND	PENSION CONTRIBUTIONS	658.24
01/13/2026	24326	Oklahoma Uniform Building Code Commission	PERMIT FEES DUE TO STATE	12.00
01/13/2026	24327	OMAG	PROPERTY/LIABILITY/AUTO INS	4,765.75
01/13/2026	24328	ONG	NATURAL GAS SERVICE	828.04
01/13/2026	24329	OSBI	ODIS SUPPORT	167.00
01/13/2026	24330	OSBI - Fee Assessments	COLLECTION FEES	298.88
01/13/2026	24331	Special OPS Uniforms, Inc.	POLICE EQUIPMENT	89.98
01/13/2026	24332	THE CHILDS LAW FIRM, PLLC	LEGAL SERVICES	2,455.80
01/13/2026	24333	THOMSON REUTERS - WEST	CLEAR SOFTWARE	367.78
01/13/2026	24334	XCEL OFFICE SOLUTIONS-DALLAS	I.T./COPIER SERVICES	1,482.10
01/13/2026	24335	YOUNG & ASSOCIATES CPAs	ACCOUNTING SERVICES	565.00

\$337,282.73

HIGHLIGHTED AMOUNTS INDICATE TRANSFERS TO SWEEP-NOT ACTUAL EXPENDITURES

\$115,246.46

\$222,036.27

Town of Luther and Luther Public Works Authority

July 8, 2025 August 11, 2025 September 8, 2025 October 13, 2025 November 10, 2025 December 8, 2025 January 13, 2026

Checking and Savings

Capital Improvement Fund	195,210.28	195,303.13	195,396.02	222,741.24	222,828.26	222,912.51	261,946.04
Cemetery Care Fund	15,498.09	15,858.09	16,558.09	17,598.09	17,648.09	17,648.09	17,648.09
Econ Dev Authority-LEDA	2,796.74	2,796.74	2,796.74	2,796.74	2,796.74	2,796.74	2,796.74
Fire Department Grant	2,790.43	2,790.43	12,965.21	2,790.43	2,790.43	2,790.43	2,790.43
General Fund	839,218.76	838,873.23	971,430.39	250,268.00	250,176.53	250,000.00	250,000.00
LPWA Fund	215,921.10	230,643.12	236,169.18	241,375.57	250,168.76	250,220.89	250,136.59
LPWA Utility Deposits	38,917.34	38,917.67	38,918.00	38,918.32	38,918.65	38,918.97	38,919.30
Rainy Day Fund LPWA	8,564.87	8,565.01	8,565.08	8,565.15	8,565.22	closed	closed
Rainy Day Fund Town	3,366.00	3,366.00	3,366.00	3,366.00	3,366.00	closed	closed
Technology Fee Account	41,173.21	42,442.44	43,785.33	44,844.58	45,788.46	46,454.44	42,659.46
Town of Luther SWEEP				669,914.74	971,037.57	1,005,385.98	1,052,482.58
LPWA SWEEP				0.00	30,599.28	37,527.62	50,088.39
TOTALS	\$1,363,456.82	\$1,379,555.86	\$1,529,950.04	\$1,503,178.86	\$1,844,683.99	\$1,874,655.67	\$1,969,467.62

CD's Closed in October

Town of Luther	154,125.83	154,127.09	154,128.40	154,129.71	0.00	closed	closed
Town of Luther	111,872.16	111,873.08	111,874.03	111,874.98	0.00	closed	closed
Town of Luther	151,537.99	151,539.28	151,540.57	151,541.81	0.00	closed	closed
LPWA Fund	8,640.07	8,640.14	8,640.23	8,640.27	0.00	closed	closed
LPWA Fund	26,252.44	26,252.65	26,252.88	26,253.10	0.00	closed	closed

TOTALS	\$452,428.49	\$452,432.24	\$452,436.11	\$452,439.87	\$0.00	\$0.00	0.00
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TOTAL OF ALL ACCOUNTS	\$1,815,885.31	\$1,831,988.10	\$1,982,386.15	\$1,955,618.73	\$1,844,683.99	\$1,874,655.67	\$1,969,467.62
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Town of Luther
Budget vs. Actuals FY 25-26
November, December, and YTD

	Nov 2025				Dec 2025				YTD			
	Actual	Budget	over Budget	% of Budget	Actual	Budget	over Budget	% of Budget	Actual	Budget	over Budget	% of Budget
Income												
Donations		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
Fines & Forfeitures	4,256.90	11,600.00	-7,343.10	36.70%	3,824.00	11,600.00	-7,776.00	32.97%	49,934.52	69,600.00	-19,665.48	71.75%
Grant Revenue		0.00	0.00			0.00	0.00		377,509.78	125,000.00	252,509.78	302.01%
Insurance Subsidy/Int	2,614.92	2,800.00	-185.08	93.39%	2,152.43	2,800.00	-647.57	76.87%	14,569.60	16,800.00	-2,230.50	86.72%
Interest	3,219.00		3,219.00		3,307.73		3,307.73		9,349.85	0.00	9,349.85	
Licenses & Permits	1,361.68	2,500.00	-1,138.32	54.47%	1,454.01	2,500.00	-1,045.99	58.16%	10,428.58	15,000.00	-4,571.42	69.52%
Miscellaneous		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
Other/Rents/Fees	22,930.57	1,000.00	21,930.57	2293.06%	167.39	1,000.00	-832.61	16.74%	41,920.27	6,000.00	35,920.27	698.67%
Reimbursement SRO	16,949.27	13,200.00	3,749.27	128.40%	16,949.27	13,200.00	3,749.27	128.40%	67,567.42	79,200.00	-11,632.58	85.31%
Tax Revenues		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
Alcoholic Beverage Taxes	308.37	300.00	8.37	102.79%	367.44	300.00	67.44	122.48%	2,089.38	1,800.00	289.38	116.08%
Capital Improvement-Sales Tax	9,912.84	9,200.00	712.84	107.75%	19,958.46	9,200.00	10,758.46	216.94%	66,187.64	55,200.00	10,987.64	119.91%
Cigar & Cigarette Taxes	356.93	350.00	6.93	101.98%	332.60	350.00	-17.40	95.03%	2,080.38	2,100.00	-19.62	99.07%
Franchise Taxes	480.23	550.00	-69.77	87.31%	350.70	550.00	-199.30	63.76%	41,905.84	40,750.00	1,155.84	102.84%
Gasoline Tax	239.98	220.00	19.98	109.08%	253.25	220.00	33.25	115.11%	1,506.36	1,320.00	186.36	114.12%
Motor Vehicle Taxes	1,044.24	925.00	119.24	112.89%	886.68	925.00	-38.32	95.86%	5,437.53	5,550.00	-112.47	97.97%
Resale Tax		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
Sales Taxes	51,259.57	48,000.00	3,259.57	106.79%	63,014.47	48,000.00	15,014.47	131.28%	312,824.00	288,000.00	24,824.00	108.62%
Use Taxes	18,130.29	18,000.00	130.29	100.72%	76,694.74	18,000.00	58,694.74	426.08%	150,489.48	104,000.00	46,489.48	144.70%
Total Tax Revenues	\$ 81,732.45	\$ 77,545.00	\$ 4,187.45	105.40%	\$ 161,858.34	\$ 77,545.00	\$ 84,313.34	208.73%	\$ 582,520.61	\$ 498,720.00	\$ 83,800.61	116.80%
Total Income	\$ 133,064.79	\$ 108,645.00	\$ 24,419.79	122.48%	\$ 189,713.17	\$ 108,645.00	\$ 81,068.17	174.62%	\$ 1,153,800.53	\$ 810,320.00	\$ 343,480.53	142.39%
Gross Profit	\$ 133,064.79	\$ 108,645.00	\$ 24,419.79	122.48%	\$ 189,713.17	\$ 108,645.00	\$ 81,068.17	174.62%	\$ 1,153,800.53	\$ 810,320.00	\$ 343,480.53	142.39%
Expenses												
Fire Department		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
Capital Outlay (FD)		0.00	0.00		67,481.00	0.00	67,481.00		67,481.00	0.00	67,481.00	
Maint & Operations (FD)		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
ALL Insurance	656.64	800.00	-143.36	82.08%	977.39	800.00	177.39	122.17%	5,308.47	4,800.00	508.47	110.59%
Bunker Gear/Uniforms	1,122.00	6,000.00	-4,878.00	18.70%	72.00	0.00	72.00		1,194.00	6,000.00	-4,806.00	19.90%
Dues/Memberships/VolPension	2,200.00	250.00	1,950.00	880.00%		250.00	-250.00	0.00%	2,440.00	1,500.00	940.00	162.67%
FIRE Supplies/Repairs/Mtc		600.00	-600.00	0.00%	214.36	600.00	-385.64	35.73%	17,294.01	3,600.00	13,694.01	480.39%
Fuel	860.87	1,000.00	-139.13	86.09%	639.64	1,000.00	-360.36	63.96%	5,110.26	6,000.00	-889.74	85.17%
Grant Expenditures		0.00	0.00			0.00	0.00		7,410.00	0.00	7,410.00	
MEDICAL Parts / Supplies		300.00	-300.00	0.00%		300.00	-300.00	0.00%	16,684.88	46,200.00	-29,515.12	36.11%

Office Supplies / Expenses	322.96	75.00	247.96	430.61%	359.95	75.00	284.95	479.93%	979.40	450.00	529.40	217.64%
Phone / Internet / IT	3,173.96	1,000.00	2,173.96	317.40%	303.06	1,000.00	-696.94	30.31%	9,695.17	6,000.00	3,695.17	161.59%
Travel / Training	1,198.00	375.00	823.00	319.47%	1,325.00	375.00	950.00	353.33%	5,422.24	2,250.00	3,172.24	240.99%
Utilities	182.32	430.00	-247.68	42.40%	222.03	430.00	-207.97	51.63%	1,310.59	2,580.00	-1,269.41	50.80%
Vehicle/Repair/Maintenance	1,078.25	1,000.00	78.25	107.83%	447.98	1,000.00	-552.02	44.80%	5,495.12	6,000.00	-504.88	91.59%
Total Maint & Operations (FD)	\$ 10,795.00	\$ 11,830.00	-\$ 1,035.00	91.26%	\$ 4,561.41	\$ 5,830.00	-\$ 1,268.59	78.24%	\$ 78,344.14	\$ 85,380.00	-\$ 7,035.86	91.78%
Payroll (FD)		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
Employee Benefits	1,924.59	1,962.75	-38.16	98.06%	1,189.70	1,962.75	-773.05	60.61%	7,420.37	11,776.50	-4,356.13	63.01%
Salary / Wage / Payroll Tax	6,044.64	5,859.00	185.64	103.17%	5,441.11	5,859.00	-417.89	92.87%	37,731.86	35,154.00	2,577.86	107.33%
Total Payroll (FD)	\$ 7,969.23	\$ 7,821.75	\$ 147.48	101.89%	\$ 6,630.81	\$ 7,821.75	-\$ 1,190.94	84.77%	\$ 45,152.23	\$ 46,930.50	-\$ 1,778.27	96.21%
Total Fire Department	\$ 18,764.23	\$ 19,651.75	-\$ 887.52	95.48%	\$ 78,673.22	\$ 13,661.75	\$ 65,021.47	576.29%	\$ 190,977.37	\$ 132,310.50	\$ 58,666.87	144.34%
General Government		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
Capital Outlay (GG)		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
Maint & Operations (GG)		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
ALL Insurance	93.80	500.00	-406.20	18.76%	977.39	500.00	477.39	195.48%	6,984.63	3,000.00	3,984.63	232.82%
Bank/Card Fees	221.77	110.00	111.77	201.61%	274.56	110.00	164.56	249.60%	1,048.63	660.00	388.63	158.88%
Budget / Other Publications	29.86	200.00	-170.14	14.93%	385.93	200.00	185.93	192.97%	540.89	1,200.00	-659.11	45.07%
Contract Labor	2,575.00	2,000.00	575.00	128.75%	1,400.00	2,000.00	-600.00	70.00%	7,693.75	12,000.00	-4,306.25	64.11%
Dues & Memberships	53.00	425.00	-372.00	12.47%	16.00	425.00	-409.00	3.76%	1,990.00	2,550.00	-560.00	78.04%
Emergency Management		100.00	-100.00	0.00%		100.00	-100.00	0.00%	0.00	600.00	-600.00	0.00%
Grant Expenditures		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
LEDA Maint & Operations	100.00	500.00	-400.00	20.00%	1,000.00	500.00	500.00	200.00%	2,100.00	3,000.00	-900.00	70.00%
Office Supplies / Expenses	139.30	275.00	-135.70	50.65%	332.66	275.00	57.66	120.97%	5,130.34	1,650.00	3,480.34	310.93%
Parks Commission	500.00	200.00	300.00	250.00%	506.52	200.00	306.52	253.26%	1,325.58	1,200.00	125.58	110.47%
Parts / Supplies / Repairs		300.00	-300.00	0.00%	10,151.00	11,000.00	-849.00	92.28%	20,964.63	58,200.00	-37,235.37	36.02%
Phone / Internet / IT	1,072.87	1,200.00	-127.13	89.41%	1,870.21	1,200.00	670.21	155.85%	7,544.39	17,200.00	-9,655.61	43.86%
Postage	99.92	150.00	-50.08	66.61%	203.75	150.00	53.75	135.83%	1,124.78	900.00	224.78	124.98%
Professional Services	14,410.00	4,000.00	10,410.00	360.25%	4,290.00	11,500.00	-7,210.00	37.30%	40,868.34	33,500.00	7,368.34	122.00%
Rentals/Misc		0.00	0.00			0.00	0.00		-350.00	0.00	-350.00	
Training / Travel	238.04	125.00	113.04	190.43%		125.00	-125.00	0.00%	543.04	750.00	-206.96	72.41%
Utilities	2,548.16	1,650.00	898.16	154.43%	130.04	1,650.00	-1,519.96	7.88%	9,432.63	9,900.00	-467.37	95.28%
Total Maint & Operations (GG)	\$ 22,081.72	\$ 11,735.00	\$ 10,346.72	188.17%	\$ 21,536.06	\$ 29,935.00	-\$ 8,398.94	71.95%	\$ 106,941.63	\$ 146,310.00	-\$ 39,368.37	73.09%
Payroll (GG)		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
Employee Benefits	2,031.91	2,979.25	-947.34	68.20%	2,045.40	2,979.25	-933.85	68.65%	10,949.94	17,875.50	-6,925.56	61.26%
Salary / Wage / Payroll Tax	9,823.05	9,174.83	648.22	107.07%	8,833.02	9,174.83	-341.81	96.27%	59,186.58	55,048.98	4,137.60	107.52%
Total Payroll (GG)	\$ 11,854.96	\$ 12,154.08	-\$ 299.12	97.54%	\$ 10,878.42	\$ 12,154.08	-\$ 1,275.66	88.50%	\$ 70,136.52	\$ 72,924.48	-\$ 2,787.96	96.18%
Total General Government	\$ 33,936.68	\$ 23,889.08	\$ 10,047.60	142.06%	\$ 32,416.48	\$ 42,089.08	-\$ 9,672.60	77.02%	\$ 177,078.15	\$ 219,234.48	-\$ 42,156.33	80.77%
Police Department		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
Capital Outlay (PD)		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
Maint & Operations (PD)		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
ALL Insurance	2,907.96	800.00	2,107.96	363.50%	977.39	800.00	177.39	122.17%	10,469.54	4,800.00	5,669.54	218.12%

Attorney & Judge	1,900.00	2,100.00	-200.00	90.48%	1,900.00	2,100.00	-200.00	90.48%	11,400.00	12,600.00	-1,200.00	90.48%
Credit Card Fees	50.00	100.00	-50.00	50.00%	50.00	100.00	-50.00	50.00%	659.77	600.00	59.77	109.96%
Fuel	2,861.16	3,000.00	-138.84	95.37%	2,354.64	3,000.00	-645.36	78.49%	17,586.17	18,000.00	-413.83	97.70%
Jail / Prisoner Fees		200.00	-200.00	0.00%	1,872.36	200.00	1,672.36	936.18%	2,517.66	1,200.00	1,317.66	209.81%
K9/Animal Control/Code		100.00	-100.00	0.00%	43.81	100.00	-56.19	43.81%	43.81	600.00	-556.19	7.30%
Office Supplies / Expenses	908.26	375.00	533.26	242.20%	71.19	375.00	-303.81	18.98%	2,687.79	2,250.00	437.79	119.46%
OSBI/OTHER Fees	852.53	1,700.00	-847.47	50.15%	1,049.49	1,700.00	-650.51	61.73%	8,636.94	10,200.00	-1,563.06	84.68%
Parts / Supplies / Repairs	5,852.65	1,000.00	4,852.65	585.27%	83.93	1,000.00	-916.07	8.39%	10,352.35	6,000.00	4,352.35	172.54%
PD Grant Expenditures		0.00	0.00			0.00	0.00		5,070.00	0.00	5,070.00	
Phone / Internet / IT	7,893.65	2,670.00	5,223.65	295.64%	1,188.08	2,670.00	-1,481.92	44.50%	18,013.22	16,020.00	1,993.22	112.44%
Training / Travel / Dues	231.05	400.00	-168.95	57.78%	75.00	400.00	-325.00	18.75%	1,101.05	2,400.00	-1,298.95	45.88%
Uniforms	185.24	400.00	-214.76	46.31%		400.00	-400.00	0.00%	589.97	2,400.00	-1,810.03	24.58%
Utilities	45.92	200.00	-154.08	22.96%	55.72	200.00	-144.28	27.86%	286.22	1,200.00	-913.78	23.85%
Total Maint & Operations (PD)	\$ 23,688.42	\$ 13,045.00	\$ 10,643.42	181.59%	\$ 9,721.61	\$ 13,045.00	-\$ 3,323.39	74.52%	\$ 89,414.49	\$ 78,270.00	\$ 11,144.49	114.24%
Payroll (PD)		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
Employee Benefits	6,953.38	12,738.92	-5,785.54	54.58%	7,723.72	12,738.92	-5,015.20	60.63%	57,367.56	76,433.52	-19,065.96	75.06%
Salary / Wage / Payroll Tax	35,867.74	35,383.17	484.57	101.37%	66,213.66	35,383.17	30,830.49	187.13%	230,703.87	212,299.02	18,404.85	108.67%
Total Payroll (PD)	\$ 42,821.12	\$ 48,122.09	-\$ 5,300.97	88.98%	\$ 73,937.38	\$ 48,122.09	\$ 25,815.29	153.65%	\$ 288,071.43	\$ 288,732.54	-\$ 661.11	99.77%
Total Police Department	\$ 66,509.54	\$ 61,167.09	\$ 5,342.45	108.73%	\$ 83,658.99	\$ 61,167.09	\$ 22,491.90	136.77%	\$ 377,485.92	\$ 367,002.54	\$ 10,483.38	102.86%
Total Expenses	\$ 119,210.45	\$ 104,707.92	\$ 14,502.53	113.85%	\$ 194,748.69	\$ 116,907.92	\$ 77,840.77	166.58%	\$ 745,541.44	\$ 718,547.52	\$ 26,993.92	103.76%
Net Operating Income	\$ 13,854.34	\$ 3,937.08	\$ 9,917.26	351.89%	-\$ 5,035.52	-\$ 8,262.92	\$ 3,227.40	60.94%	\$ 408,259.09	\$ 91,772.48	\$ 316,486.61	444.86%
Other Income												
Transfer from LWPA		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
Total Other Income	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00	
Other Expenses												
Payroll Suspense	0.00	0.00	0.00		0.00	0.00	0.00		0.00	0.00	0.00	
Suspense		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
Transfer to LPWA	1,000.00	1,000.00	0.00	100.00%		1,000.00	-1,000.00	0.00%	5,000.00	6,000.00	-1,000.00	83.33%
Transfers In/Out	200.00	0.00	200.00		816.49	0.00	816.49		-207.46	0.00	-207.46	
ARPA Funds		0.00	0.00			0.00	0.00		92,375.21	81,000.00	11,375.21	114.04%
Total Transfers In/Out	\$ 200.00	\$ 0.00	\$ 200.00		\$ 816.49	\$ 0.00	\$ 816.49		\$ 92,167.75	\$ 81,000.00	\$ 11,167.75	113.79%
Transfers In/Out (GG)		0.00	0.00		0.00	0.00	0.00		0.00	0.00	0.00	
Total Other Expenses	\$ 1,200.00	\$ 1,000.00	\$ 200.00	120.00%	\$ 816.49	\$ 1,000.00	-\$ 183.51	81.65%	\$ 97,167.75	\$ 87,000.00	\$ 10,167.75	111.69%
Net Other Income	-\$ 1,200.00	-\$ 1,000.00	-\$ 200.00	120.00%	-\$ 816.49	-\$ 1,000.00	\$ 183.51	81.65%	-\$ 97,167.75	-\$ 87,000.00	-\$ 10,167.75	111.69%
Net Income	\$ 12,654.34	\$ 2,937.08	\$ 9,717.26	430.85%	-\$ 5,852.01	-\$ 9,262.92	\$ 3,410.91	63.18%	\$ 311,091.34	\$ 477,240	\$ 306,318.86	6518.44%

Due to having 2 large police payrolls in the same month, the Dec numbers appear as if we are over budget, but the YTD confirms we are still doing well on our annual budget.



CODE ENFORCEMENT MONTHLY REPORT/DEC/25

ACTIVITY:

Cases Opened: 15 Contacts made.

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

15 Contacts made.

14 Grass, Weeds, Debris.

10 Corrective Actions were made.

8 Courtesy Notices issued.

2 Warning issued.

4 Furniture in Yard.

Spoke with multiple Residents in person and on phone and agreed to different time plans to get discrepancies resolved.

Progress being made on multiple properties.

Monthly Good News.

Found another case of someone living in camper resolver issue.

Multiple discrepancies resolved with debris in Yard.

Daniel McClure
Code Enforcement Officer

Luther Police Department
December 2025
Arrest Record

12-9-2025 Misdemeanor (Warrant Arrest)

12-13-2025 Misdemeanor Arrest (Driving under suspension)

12-26-2025 Misdemeanor Arrest (CDS Meth)

12-31-2025 Misdemeanor Arrest (Driving under suspension)
(Excessive speed) (Transporting an open container)
(Felony warrant Tulsa County)

Luther Police Department

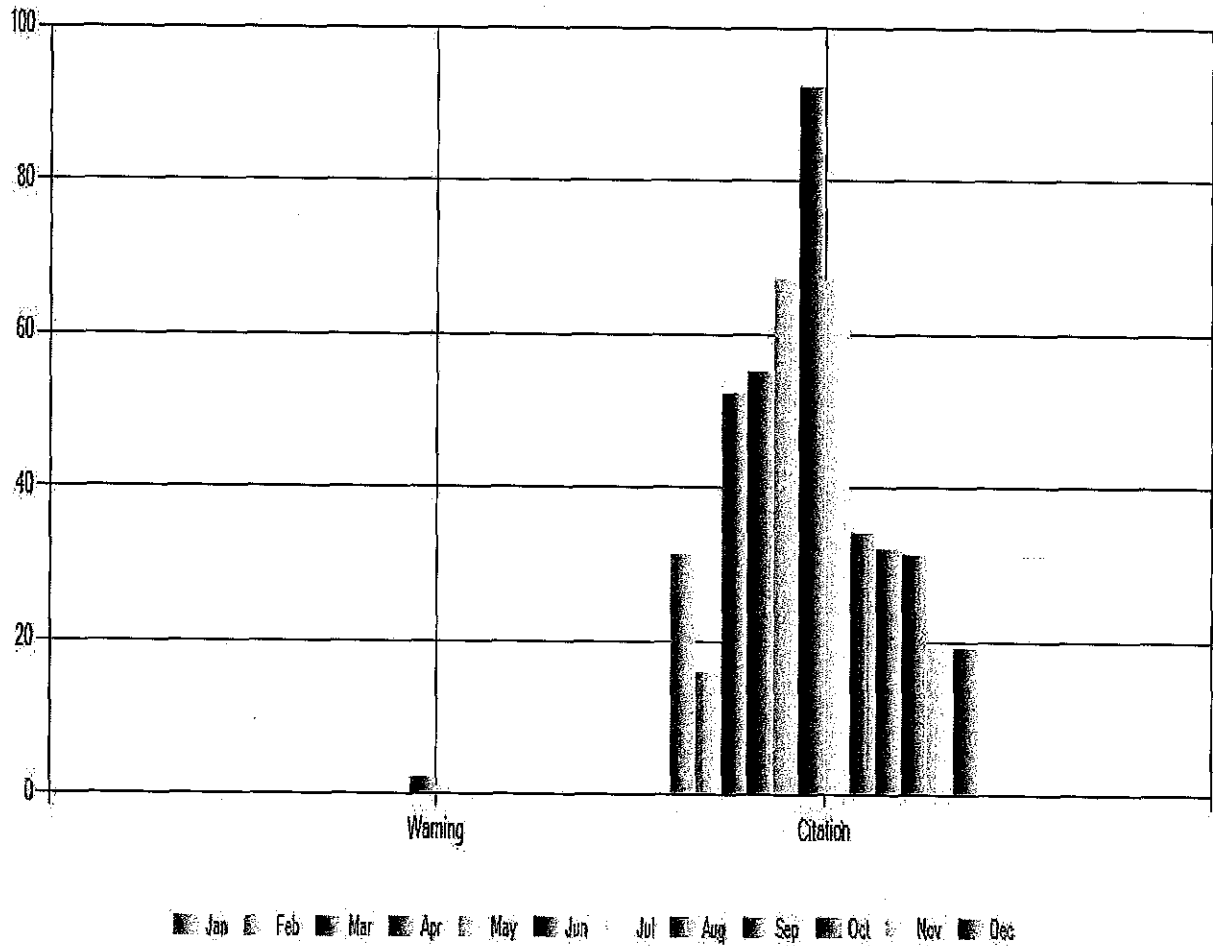
Offense By IBR Summary Report

Offense	2026	2025	2024
Animal Cruelty	0	0	1
Assault - Aggravated	0	0	1
Assault - Simple	0	7	10
Burglary/Breaking and Entering	0	2	1
Burglary/Larceny/Theft - From Motor Vehicle	0	1	2
Civil - Restraining Order	0	0	2
Disorderly Conduct	0	1	1
Driving Under the Influence	0	9	10
Drug/Narcotics - Equipment Violations	0	18	12
Drug/Narcotics - Violations	0	18	11
Drug/Narcotics - Violations - Marijuana	0	13	9
Drug/Narcotics - Violations - Opium or Cocaine and Their Derivatives (Morphine, Heroin, Codeine)	0	1	3
Drug/Narcotics - Violations - Synthetic Narcotics - Manufactured Narcotics Which Can Cause True Drug Addiction (Demerol, Methadones)	0	1	3
Drunkenness	0	3	0
Embezzlement	0	0	1
Emergency - Other	0	2	1
Family - Domestic Affair	0	4	4
Family - Missing Person	0	0	1
Family - Other	0	0	4
Family Offenses, Non-violent	0	0	3
Fraud - Credit Card/Automated Teller Machine Fraud	0	0	2
Fraud - False Pretenses/Swindle/Confidence Game	0	1	3
Fraud - Identity Theft	0	0	1
Fraud - Impersonation	0	0	2
Health/Safety - Other	0	2	2
Homicide - Murder and Non-negligent Manslaughter	0	0	1
Larceny/Theft - All Other	0	4	1
Larceny/Theft - From Building	0	2	1
Larceny/Theft - Of Motor Vehicle Parts or Accessories	0	0	1
Liquor Law Violations	0	7	7
Other Offenses - Non traffic	0	15	24
Pornography/Obscene Material	0	0	2
Public Peace - Animal Bites	0	0	1
Public Peace - Animal Other	0	1	0
Public Peace - Found Property	0	1	0
Public Peace - Mental Case	0	3	5
Public Peace - Other	0	1	5

Public Peace - Unattended Death	0	1	4
Runaway	0	1	2
Sex - Assault with an Object	0	0	2
Sex - Forcible Fondling	0	1	0
Sex - Forcible Rape	0	0	1
Sex - Forcible Sodomy	0	1	0
Stolen Property - Receiving, Concealing, Etc	0	1	1
Stolen Vehicle/Motor Vehicle Theft	0	0	1
Suicide (Attempted/Completed)	0	0	3
Threats/Intimidation	0	6	4
Traffic - Direct Traffic	0	24	17
Traffic - Impounds	0	11	21
Traffic - Other	0	30	28
Traffic - Signs and Signal	0	2	1
Trespassing of Real Property	0	3	1
Vandalism/Destruction/Damage of Property	0	6	5
Warrants - For other Agency	0	4	2
Warrants - Local	0	0	1
Weapons Law Violations	0	3	2
GRAND TOTAL	0	211	234

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Warning	0	0	0	0	0	2	1	0	0	0	0	0	3
Citation	31	16	52	55	67	92	67	34	32	31	19	19	515
GRAND TOTAL	31	16	52	55	67	94	68	34	32	31	19	19	518

Monthly Report - Traffic Citation / Warning Report



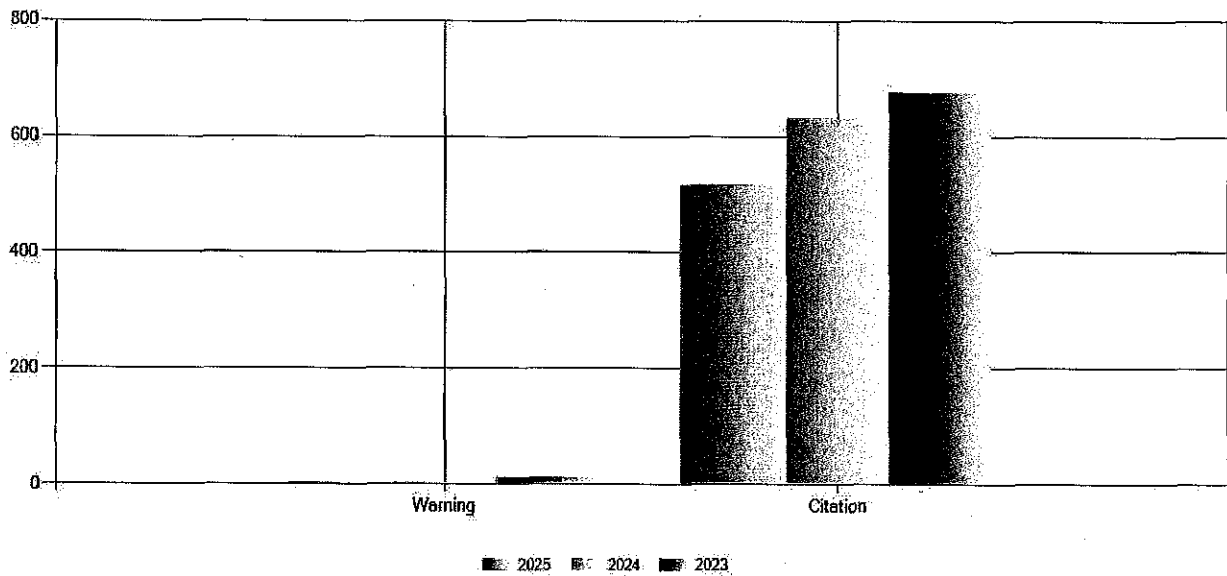
Luther Police Department 2025 Annual Report

Reported	2025	2024	2023
Warning	3	1	11
Citation	515	632	675
TOTAL	518	633	686

All Warnings are not reported on this report.

Highway 66 is open in Wellston, Traffic through Luther will increase in 2026.

Annual Report - Traffic Citation / Warning Report





LUTHER
VOLUNTEER FIRE DEPARTMENT
P.O. BOX 56 LUTHER OK, 73054
PHONE: 405-277-3883 CELL: 405-657-6024
EMERGENCY: 911



During the month of December 2025, the Luther Fire Department responded to a total of 27 calls for service.

Hazmat-1
Medical- 16
Fire Alarm- 1
Cancelled ENRT- 2
Grass Fire- 1
Mutual Aid Medical- 2
Mutual Aid Fire- 1
Structure Fire- 1
Motor Vehicle Accident- 1

Joseph P Figueroa
Fire Chief/ Emergency Manager
firechief@townoflutherok.com
Office (405)277-3833
Cell (405)657-6024



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

Application for Rezoning

Address or General Location: 18630 NE 178th Luther OK 73054

Present Zoning: A1 Recorded Owner: Samuel Walker

Legal description of tract under application (If described by metes and bounds, attach plat of survey):
See attached

If applicant is other than owner, please indicate interest (purchaser, lessee, agent for, other):

Are there any private or deed restrictions controlling use of tract? If yes, explain:
NO

To what zoning classification are you requesting the property be changed?
R1

I do hereby certify that the information herein submitted is complete, true and accurate.
Signature: Samuel Walker Date: 18 Nov 2025
Print Name: Samuel Walker Phone: 580 821 4893
Address: 18855 hogback Rd City: Luther State: OK Zip: 73054
Email: walkerSamuel447@gmail.com

General Description of Property

Size in acres or square feet: 4.33 acres ±

Current Use: Residential

Topography (flat, rolling hills, levee, etc.): hills and trees

Frontage Road: 178th

Identify structures and improvements on the property:

house on east side of lot

Town water? YES / NO

Town Sewer? YES / NO

Identify the use(s) intended for the subject property:

Residential

Residential

General Description of Adjoining Property

Identify any buildings and give their approximate distances from your property lines:

house 127 feet North property line
141 feet East property line
50 feet South property line
776 feet west property line

Explain surrounding land uses:

Residential/unimproved

Rezoning Request

Describe the benefits, if any, of your proposed rezoning to the adjacent properties and/or to the Town of Luther:

potential for New Residential housing

Identify how well suited the subject property is for your proposed use. (Cite such advantages as topography, foliage, soil, drainage, access, distance to centers of population, availability of utilities, etc.) Explain:

*original Subdivision was designed for Residential housing
Current lot is less than the A1 threshold @ 1.33 acres*

Explain how the proposed change in zoning will affect the road system serving your area:

No change

Is the proposed rezoning compatible to surrounding permitted uses and the existing development pattern? Explain:

yes Majority of people as residential property

NOTICE: APPLICATION FEE IS \$100.00 + ANY COSTS INCURRED BY THE TOWN FOR THE PROCESSING OF THE APPLICATION

DO NOT WRITE BELOW THIS LINE – FOR OFFICE USE ONLY

Application received by: _____ Date: _____

Tract Acreage: _____ Public Hearing Date: _____

Application Number: _____ Section: _____ Township: _____

Range: _____ Present Zoning: _____ Fee Receipt Number: _____

Planning Commission Action

Town Board Action

Action: _____

Action: _____

Vote: _____

Vote: _____

Date: _____

Date: _____

Provisions: _____

Provisions: _____

Staff Recommendation

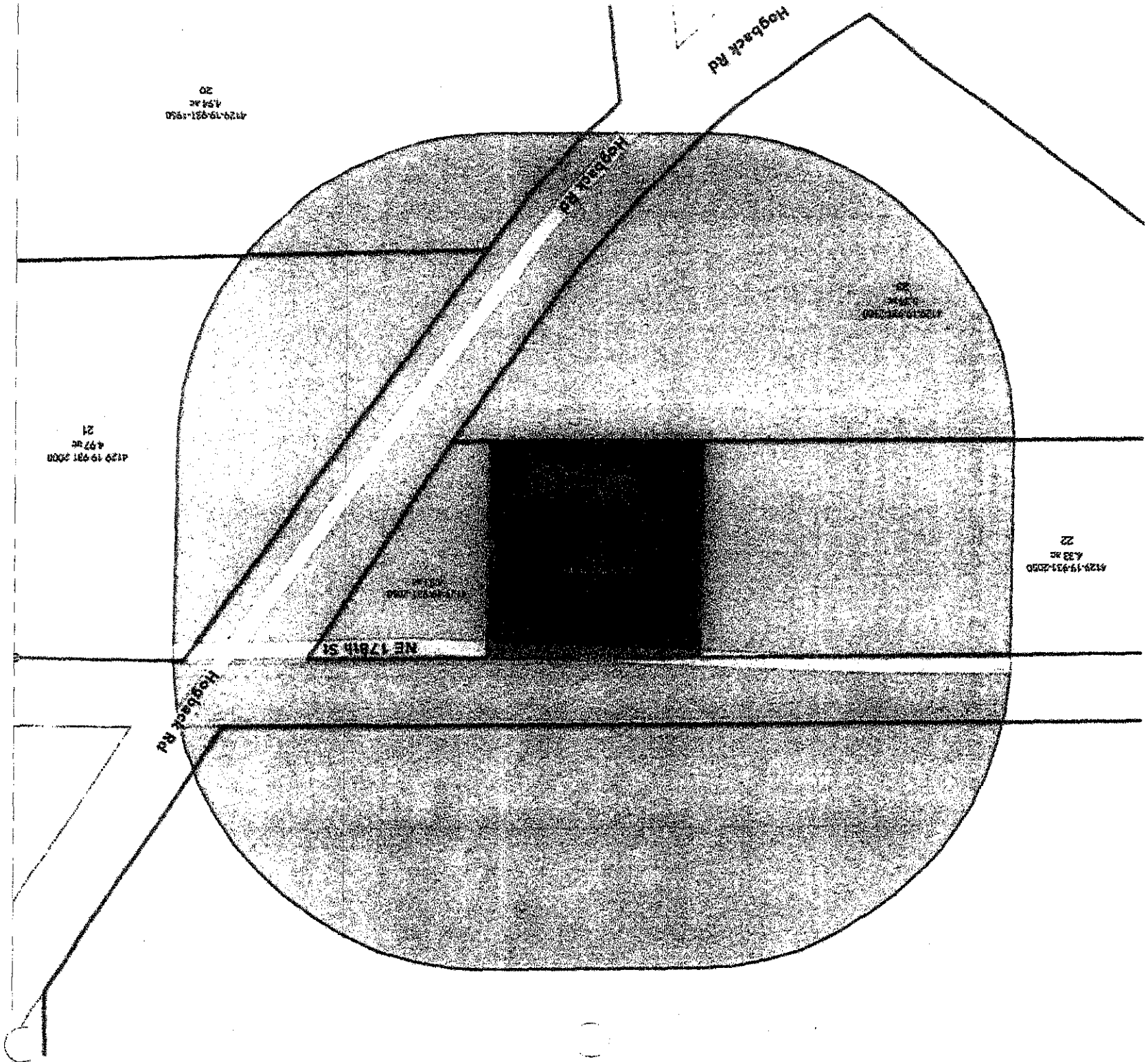
Recommendation: _____

Date: _____ Subdivision Name: _____ Ordinance Number: _____

Lot Twenty-Two (22), in ARROYO SECO ESTATES, to the Town of Luther, Oklahoma County, Oklahoma, according to the recorded plat thereof.

AND

Part of Lot Twenty-Two (22), of ARROYO SECO ESTATES, Beginning at a point on the North Section Line 251.75 feet West of the Northeast Corner Lot 22 of the ARROYO SECO ESTATES, a subdivision of the Northeast Quarter (NE/4) Section 33, Township 14 North, Range 1 East of the I.M., Luther, Oklahoma County, Oklahoma; thence 215 feet South; thence 202.62 feet West; thence 215 feet North; thence 202.62 feet East to the point of beginning.



CLAYBORN DAISY NELL DOSTER

1004.8

NE 178th St

508.00

202.62

NE 478th St

350.76

182.00

Blk: Lot: 22

WALKER SAMUEL J & CHELSEA A
WALKER SAMUEL J & CHELSEA A

Hogback Rd

Blk: Lot: 21

194.34

Blk: Lot: 23

295.21

Blk: Lot: 20

253.89

27

CHRISTOPHER

STEP JAMES CHRISTOPHER



LUTHER PLANNING COMMISSION – LOT SPLIT APPLICATION

PO Box 56, 108 South Main Street - Luther, Oklahoma 73054 - (405) 277-9833 - 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: 18630 NE 178th Luther OK 73054

LEGAL DESCRIPTION: See attached

PRESENT USE OF PROPERTY: Residential PRESENT ZONING: A1

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:

split lot from 4.33 Acres + 1.8[±] with house and two 1.26[±] lots on westside

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME <u>Samuel Walker</u>	NAME <u>Same</u>
ADDRESS <u>18655 hogback Rd</u>	ADDRESS _____
CITY, ST, ZIP <u>Luther OK 73054</u>	CITY, ST, ZIP _____
DAYTIME PHONE <u>5808214893</u>	DAYTIME PHONE _____
EMAIL <u>walker Samuel 47@gmail.com</u>	EMAIL _____
FAX _____	FAX _____
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.	
SIGNATURE & DATE: <u>Samuel Walker 18 Nov 2025</u>	

APPLICATION FEES			
NONREFUNDABLE APPLICATION FEE	<input checked="" type="checkbox"/> \$160.00	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.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.


SECTION 4. EMERGENCY. It being immediately necessary for the preservation of the public health, peace and safety of the Town of Luther and the inhabitants thereof that the provisions of this ordinance be put into full force and effect immediately, an emergency is hereby declared to exist by reason whereof, this Ordinance shall be in full force and effect from and after its passage as provided by law.

PASSED AND APPROVED and the Emergency Clause voted upon separately and passed and approved this 9th day of June, 2020:



Mayor Jenni White

ATTEST:



Town Clerk



Approved as to form and legality:



Town Attorney



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

Rezoning Application Procedures

Any applicant who wishes to apply for rezoning OR a zoning variance of a property must follow these procedures:

1. Applications are available at Luther Town Hall. Applications must be received by the Town a minimum of 30 days prior to the meeting at which you wish to be heard to allow for appropriate and lawful public notice. A completed application includes all of the items below. Incomplete applications cannot be processed in order to maintain the legal meeting notice schedules.

Return the following materials to the Town as soon as possible.

- a. Completed application form.
 - b. List of names and addresses of all property owners within a 300' radius beyond the subject property, obtained from a licensed bonded abstract company or the Oklahoma County Assessor.
 - c. Application filing fee of \$100.00, \$45.00 publication and mailing fee of \$2.00 per letter.
 - d. Drawing, site plan or survey.
2. Notices will be mailed to all the property owners within 300' by the Town staff, and a notice will be placed in a newspaper of general circulation to satisfy legal requirements.
 3. You must attend or send a representative to the public hearing and Planning Commission meeting in which your application will be heard. At the hearing, you will be given time to present your reasons for rezoning. Any protestors present will be given equal time. The Planning Commission will then table, or vote to make a recommendation to the Town Board to accept or deny your request. The matter will be brought to vote by the Town Board at their next scheduled meeting. It is recommended you also attend that meeting.
 4. If your rezoning is approved, you may proceed in accordance with the Town Board's conditions. If your case is denied, you may appeal to the Board of Adjustment within 10 days.

The above information is for general guidance only. For further details and/or information, please call the Town of Luther at (405) 277-3833.

Your public hearing date will be set once the application is received.

Town of Luther, Oklahoma

ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY

This Encroachment Agreement and Release of Liability for an encroachment on a Public Easement/Right-of-Way is entered into by and between the Town of Luther, an Oklahoma municipality ("Town"), and Levi Bouska ("Owner").

The Town owns public easements and/or rights-of-way across and upon Owners' property. Said property is more particularly described as 204 N Ash Street, Luther, OK 73054.

Owner has, without the permission of the Town, constructed or permitted the construction of structures or other encroachments, namely a storage building converted to a restaurant kitchen, upon the public easement/right-of-way on said property.

The Owner shall not construct or permit additional encroachments upon the public easement/right-of-way, and shall not alter, improve, replace or add to the existing encroachments.

The Town reserves the right to require Owner to remove all encroachments from the applicable public easement and right-of-way at any time in the event that the encroached upon easement is required, in the sole judgment of the Town, to be used for public purposes.

In consideration of the Town's agreement to not require Owner to immediately remove all encroachments from the applicable public easement/right-of-way, Owner agrees, on behalf of Owner, Owner's family and heirs, agents, devisees, successors, grantees, and assigns (collectively referred to as "Owner") to **waive any and all claims, causes of action, for damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury (including death), property damages (including loss of use), or other losses or damages arising from the construction, repair, or maintenance of streets or utilities within the easements and right of ways**, against the Town of Luther, Oklahoma, its employees, officers, agents or assigns, which may arise out of or in connection with any aspect of the encroachment upon the above described easement/right-of-way.

In consideration of the Town's agreement to not require Owner to immediately remove all encroachments from the applicable public easement/right-of-way, Owner also agrees to **indemnify, defend (at the Town's option), and hold harmless** the Town, its employees, officials, agents, representatives and volunteers **from and against any and all causes of action (whether groundless or not), losses, liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature arising from the construction, repair, or maintenance of streets or utilities within the easements and right of ways, directly or indirectly arising out of or in connection with the encroachment upon the above described easements/right-of-way.**

In consideration of the Town's agreement to not require Owner to immediately remove all encroachments from the applicable public easement/right-of-way, Owner also agrees to **reimburse Town for any direct or indirect costs or expenses** that the Town may incur as a direct or indirect result of any encroachment upon the above-described property. The presence or absence of any insurance shall not be construed as a limitation on the duties or obligations of Owner under this Agreement.

Owner shall obtain release agreements as required by all other applicable utilities companies, and shall comply with all local, state, and federal regulations and laws which may be applicable to Owner's encroachment upon the above easement/right-of-way.

OWNER UNDERSTANDS THEY MAY INCUR PERSONAL, PROPERTY, AND/OR FINANCIAL RISKS AS A RESULT OF THIS AGREEMENT, AND OWNERS AGREE TO ACCEPT THESE RISKS KNOWINGLY AND VOLUNTARILY.

Owner seeks this agreement with the Town voluntarily, and acknowledges that no promises, agreements or other inducements have been made to Owner. Owner understands that the Town of Luther, Oklahoma will rely on this statement, that the terms of this Agreement are contractual in nature, and this Agreement is specifically designed to protect the Town of Luther, Oklahoma, its citizens, employees, officers, agents, and assigns.

This Agreement is perpetual and runs with the land forever.

I HAVE READ THE ABOVE STATEMENT AND I UNDERSTAND IT. I HAVE SOUGHT AND OBTAINED ANY AND ALL LEGAL ADVICE I NEEDED OR MAY HAVE NEEDED PRIOR TO SIGNING THIS DOCUMENT, AND I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY.

Property Owner's Signature

Property Owner's Signature

Property Owner's Name (Printed)

Property Owner's Name (Printed)

State of Oklahoma)
) ss.
County of _____)

On this ____ day of _____ 20__ before me personally appeared _____, known to me to be the person(s) named herein and who executed the foregoing **ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY**, and who acknowledged to me that he/she/they knowingly and voluntarily executed the same.

My Commission Expires

Notary Public

Oklahoma Natural Gas Company, Utility Owner

Approved as to Substance by: (Please Print)

Name Title Date

Please Sign: _____

Oklahoma Gas and Electric, Utility Owner

Approved as to Substance by: (Please Print)

Name Title Date

Please Sign: _____

AT&T, Utility Owner

Approved as to Substance by: (Please Print)

Name Title Date

Please Sign: _____

Vyue Communication Cable, Utility Owner

Approved as to Substance by: (Please Print)

Name Title Date

Please Sign: _____

Approved as to Form:

Approved as to Substance:

Town Attorney

Mayor

Dated: _____

Attested by:

Town Clerk

VANCE CHEVROLET
BUICK, GMC OF MIAMI



FLEET & GOVERNMENT SALES
PO BOX 400, GUTHRIE, OK 73044
405-282-3800
OK Vendor # 0000552011

QUOTE

DATE 12/9/2025
QUOTE NUMBER 000Q18488
EXPIRATION DATE 12/19/2025
SHIP VIA Factory Order
TERMS SW035 - STATE CONTRACT
PO NUMBER

SOLD TO:
Luther Police Department
Johnny Leafy
108 S Main St
Luther, OK 73054
405-277-3500

SHIP TO:
Luther Police Department
Johnny Leafy
108 S Main St
Luther, OK 73054
405-277-3500

Any Questions? Call 405-282-3800
Jonathan Riedlinger

Jonathan@VanceFleet.Com

Qty	OPTION	Description	Unit Price	Ext. Price
	SW035	OKLAHOMA STATE CONTRACT		
1	CK10543	2026 CHEVROLET SILVERADO 1500 CREW CAB	\$42,045.00	\$42,045.00
1	1WT	WORK TRUCK PACKAGE	\$0.00	\$0.00
1	9C1	POLICE PURSUIT PACKAGE	\$4,491.00	\$4,491.00
1	4WD/NZZ	FOUR WHEEL DRIVE w/ SKID PLATES	\$2,532.00	\$2,532.00
1	L84	5.3L V8 GASOLINE	\$0.00	\$0.00
1	M12	10SPD AUTO TRANS	\$0.00	\$0.00
1	G80	LOCKING REAR DIFFERENTIAL	\$395.00	\$395.00
1	AMF	REMOTE KEYLESS ENTRY PACKAGE	\$0.00	\$0.00
1	C49	REAR WINDOW DEFROST	\$0.00	\$0.00
1	IOR	CHEVROLET INFOTAINMENT SYSTEM	\$0.00	\$0.00
1	K34	CRUISE CONTROL	\$0.00	\$0.00
1	K14	120V POWER OUTLET	\$0.00	\$0.00
1	NQH	2SPD TRANSFER CASE ROTARY DIAL	\$0.00	\$0.00
1	PXT	20" BLACK PAINTED STEEL WHEELS	\$0.00	\$0.00
1	TQ5	INTELLIBEAM HEADLIGHTS	\$0.00	\$0.00
1	UEU	FORWARD COLLISION SENSORS	\$0.00	\$0.00
1	UHX	LANE KEEPING DEPARTURE WARNING	\$0.00	\$0.00
1	UKJ	FRONT PEDESTRIAN BRAKING	\$0.00	\$0.00
1	V76	TOW HOOKS	\$0.00	\$0.00
1	VT2	LPO ASSIST STEPS, 6" BLACK TUBULAR WHEEL-TO-WHEEL	\$902.50	\$902.50
1	B1J	REAR WHEELHOUSE LINERS	\$133.00	\$133.00
1	UF2	LED CARGO AREA LIGHTING	\$118.75	\$118.75
1	Z71	Z71 OFF ROAD SUSPENSION	\$0.00	\$0.00
1	Z82	TRAILER TOW PACKAGE	\$425.00	\$425.00
1	H0U/AZ3/A2X	INTERIOR: JET BLACK, CLOTH 40/20/40 SPLIT BENCH w/ 10 WAY POWER DRIVERS SEAT	\$275.50	\$275.50
1	GXD	EXTERIOR: STERLING GRAY METALLIC	\$0.00	\$0.00
		SubTotal		\$51,317.75

Accepted By: _____

Terms:
THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.
1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE
2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.
3) PURCHASE ORDER REQUIRED TO ORDER VEHICLE

SUB-TOTAL	\$73,993.27
TAG/TAXES	\$0.00
TOTAL DUE	\$73,993.27

State of Oklahoma
 Category #25101507
 Item # 1000009315
 1/2 Ton Truck Crew Cab
 4WD PPV

Contract #: SW0035
 Dealer Name: Carter Chevrolet Agency, LLC
 Make Bidding: Chevrolet
 Model Bidding: 2026 Silverado 1500 Crew Cab
 Model Code: CK10543

Body/Chassis	Enter Vehicle Specification and Manufacturer Option Codes
Police Pursuit Package	Includes high-capacity air filter, 220-amp alternator, 120-volt power outlet, 120-volt bed-mounted power outlet, Heavy Duty Brakes, 20" Black painted steel wheels, 20" Black painted steel spare wheel, 275/60R20SL all-terrain, blackwall tires, 275/60R20 all-terrain, blackwall spare tire, Speedometer calibration, Hill Descent Control, Calibration, Keyless remote panic button exterior lights/horn disable, Skid Plates, Auto-Locking Differential, 2-Speed Transfer Case, Calibration & Surveillance mode interior & exterior lighting, Headlamp & Taillamp flasher system, Red/Red Taillamp flasher calibration & Red/White taillamp flasher Calibration, Z71 Off Road Package (incls Off-Road suspension, HD air filter & Transfer case, two-speed electronic Autotrac with push button control), Z82 Trailering Package (incls trailer hitch, 7-pin & 4-pin connectors & Hitch Guidance).
Gross Vehicle Weight Rating	7,100 Lbs.GVWR
Wheelbase/CA	81.87" CA 147" WB
Crew Cab Bed Length	5.5 Ft. Bed
Engine	
Engine Type (Cylinder/Liter	6.3L EcoTec3 V8 Gasoline Engine - 365HP - 383 Lb-Ft.
Transmission	
Automatic - Two Wheel Drive	10 Speed Automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking.
Drive Axle	
Primary Drive Axle	Four Wheel Drive
Differential Type/Ratio	Rear Axle 3.23 Ratio
Rear Differential	Auto-locking rear differential
Transfer Case	Two-Speed electronic AutoTrac with push button control Transfer Case
Electrical	
Alternator/Min (amps)	220 Amps
Battery min. (CCA)	Heavy Duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
Fuel	
Fuel Capacity min Liters(Gals)	24 Gallons
Exterior	
Paint	Red Hot, Summit White, Black, Sterling Gray (must specify color)
Tailgate	Tailgate, gate function manual with EZ Lift Includes power lock and release
Skid Plates	Skid Plates
WT Convenience Package	Includes Tinted Windows, Rear-Window Defogger and power mirrors (required with 9C1 PPV Package)
Doors & Windows	
Doors	4-Doors, Crew Cab
Door Locks	Power Door Locks with Remote Keyless Entry with six transmitters
Windows	Power Windows
Mirrors	Outside heated power-adjustable
Deep Tinted Glass	Glass, deep-tinted
Floor	
Floor Covering	Vinyl/Rubber
Interior	
Air Conditioning	Single-zone manual air conditioning.
Radio	Audio System, Chevrolet Infotainment 3 system with 7" diagonal color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility
Tilt & Cruise	Tilt Wheel & Cruise Control
Rear Window Defogger	Rear Window Defogger
Seats	
Seating Capacity min.	5 Passenger
Seats	Seats, 40/20/40 split bench - Jet Black (must specify cloth or vinyl)
Rear Seat	40/60 Split Bench - Jet Black, (must specify cloth or vinyl)
Safety	
Brakes	Heavy Duty 4-Wheel Antilock, 4-Wheel Disc with DURALIFE rotors
Restraint System All Pass	Standard
Air Bags Both Sides	Standard
Tires & Wheels	
Wheels	Wheels, 20" x 9" Black Painted Steel
Tires	275/60R20SL all-terrain, blackwall
Spare	Spare 275/60R20 all-terrain, blackwall
Towing	
Trailering Package	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and Hitch Guidance
Tow Hooks	Recovery hooks, front, frame-mounted, Black
Warranty	
Bumper to Bumper Warranty	3 Yr./38,000 Miles
Drive Train Warranty	5 Yr./100,000 Miles
2026 Chevy 4x4 1500LD 1/2 Ton Crew Cab PPV Silverado - MSRP \$58,300 less 13%	
\$48,981.00	
Total - FOB Carter Chevrolet, Okarche, OK	
\$48,981.00	

Recommended Option	
Remote Keyless Entry Package - Includes 4 additional transmitters	\$71.25
Wiring Provisions for grille lamps & siren speakers	\$195.66
Wiring Horn & siren circuit	\$99.75
Spotlight, Left-hand pillar mounted, LED	\$1,710.00
Seats, Driver & Passenger front individual seats (20% section removed)	\$0.00
Delivery Fee (waived if vehicle is picked up in Okarche)	\$1.50/mile

Joe Cooper Chevrolet Quote

For More Information Contact Our Government Sales Team:(405)737-3389

Dee Roberson - dee@cooperfleet.com cell:(405)740-9546Britt Woods - britt@cooperfleet.com cell:(405)229-5690Brandon Harley - brandonharley@cooperfleet.com

10-24-2025

State Contract SW0035

Quote Number 22632413 A

Quoted By: Brandon

Quoted Folder: New2026

Quote Total is \$50,529.00

This is quote for Luther Police Department

Contact: Captain Les Warren

Phone: 405-229-7555

Quoting a 2026 Chevy 1500 9C1 Crew Cab with 5.5' Bed 4WD

Color: Summit White -- Seats: Cloth Front Vinyl Rear

Standard Contract Equipment and Options on the 9C1 Pursuit 1500 Truck:

Police Pursuit Package includes (K47) high-capacity air filter, (KW5) 220-amp alternator, (K14) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (J55) Heavy Duty Brakes, (PXT) 20" Black painted steel wheels, (RNQ) 20" Black painted steel spare wheel, (QAE) 275/60R20SL all-terrain, blackwall tires, (RMW) 275/60R20 all-terrain, blackwall spare tire, (VZ2) speedometer calibration, (JHD) Hill Descent Control, (5J1) Calibration, keyless remote panic button exterior lights/horn disable, (NZZ) skid plates, (G80) auto-locking differential, (K34) cruise control, (NQH) 2-speed transfer case, (5J3) calibration and surveillance mode interior & exterior lighting, (6J7) headlamp and taillamp flasher system, (5LO) red/red taillamp flasher calibration and (5J9) red/white taillamp flasher calibration, (Z71) Off-Road suspension, (JHD) Hill Descent Control, (NZZ) skid plates and (Z82) Trailering Package and AT Tires, Cruise, Tilt, AC, Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo, include Bluetooth, Power Windows, Power Locks, Power Mirrors, Keyless Entry, Single Zone AC, Safety: HD Rear Vision Camera, Lane Keep Assist with Lane Departure Warning, Following Distance Indicator, Forward Collision Alert

Quote Summary

Item Description	Quantity	Amount
Chevy 1500 Police Pursuit Crew Cab with 5.5' Bed 4WD	1	\$48,415.00
Engine, 5.3L EcoTec3 V8 (355 hp Transmission, 10 speed automatic,	1	\$0.00
Tires: 275/60 R20 All Terrain, Blackwall Std	1	\$0.00
Wheels: 20" Steel Std	1	\$0.00
Trailering Package includes trailer hitch Std	1	\$0.00
Driver Side Spotlight LED \$979	1	\$979.00
Glass, deep-tinted Back Windows only STD	1	\$0.00
Rear Window Defogger MSRP \$219.00	1	\$210.00
LED Cargo Area Lighting located in pickup bed,	1	\$120.00
Chevytec spray-on bedliner, MSRP \$553	1	\$530.00
Seat adjuster, driver 10-way power / lumbar MSRP \$287	1	\$275.00
Power outlet, 120-volt in Cab and Bed Std	1	\$0.00
Calibration, Taillamp Flasher, Red/White. Std	1	\$0.00
Quote Total		\$50,529.00



10-8 Solutions
 329363 East Lincoln Street
 OK 73045

R. Anderson

Estimate

Date	Estimate #
1/5/2026	121

Name / Address
Luther Police Department Chief Leafly 108 S. Main Street Luther, Oklahoma 73054

Description	Qty	Rate	Project	
			Total	
Westin Push Bumper EX LITE XD 2024 Silverado	1	650.00	650.00	
Westin Wing Wrap Elite XD 2024 Silverado	1	296.00	296.00	
Westin Push Bumper Elite XD Pit Bars 2024 Silverado	1	425.00	425.00	
Westin Elite Push Bumper Light Channel Soundoff 4 light	1	45.00	45.00	
Decked Sierra/Silverado Bed Drawer System	1	1,500.00	1,500.00	
Backflip G2 Silverado	1	950.00	950.00	
Jotto Desk Single Cell Partition Silverado	1	1,400.00	1,400.00	
GR7 AR/870 Single Cell Spineless	1	376.00	376.00	
Jotto Desk Contour Console Silverado	1	715.00	715.00	
Jotto Desk Cup Holder - ABS	1	72.00	72.00	
Jotto Desk Console Side Mount w/A-MOD Desktop	1	530.00	530.00	
Jotto Desk Adjustable Arm Rest	1	62.00	62.00	
SoundOff 400 Series Remote Siren 200W	1	600.00	600.00	
SoundOff M Power Fascia 4" Stud Mount R/B/W	14	151.00	2,114.00	
SoundOff 4" M Power 90 Deg Mounting Bracket	2	12.00	24.00	
SoundOff Interior Front Lightbar R/W B/W	1	1,018.00	1,018.00	
SoundOff Interior Rear Lightbar R/B	1	857.00	857.00	
SoundOff 4" M Power License Plate Bracket	1	42.00	42.00	
SoundOff 50" SL Running Light	1	303.00	303.00	
SoundOff Composite Speaker	2	187.00	374.00	
SoundOff Universal Dome Light R/W	1	75.00	75.00	
SoundOff Speaker Bracket Silverado Driver Side	1	45.00	45.00	
SoundOff Speaker Bracket Silverado Passenger Side	1	45.00	45.00	
Lind DC Toughbook Power Adapter	1	138.00	138.00	
Stalker DSR 2 Antenna Radar w/VSS Serial Port Kit	1	3,512.30	3,512.30	
Stalker Front Antenna Mount 2025 Silverado PPV	1	264.00	264.00	
Stalker Rear Antenna Mount 2025 Silverado PPV	1	154.00	154.00	
17' NMO Coax No Connector	2	30.00	60.00	
Power Distribution Block	1	50.00	50.00	
Blue Sea ATD Shutdown Timer	1	150.00	150.00	
Shop Supplies	1	250.00	250.00	
Installation	40	60.00	2,400.00	
Shipping	1	550.00	550.00	
Prices Good for 30 Days		Total		\$20,046.30

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	601477-C
Customer No.	LUTHERPDOK

Bill To

Luther Police Department
 108 S Main Street
 Luther, OK 73054
 United States

Ship To

(For Pickup - OKLA)
 OKLAHOMA
 308 NE 145TH PLACE
 EDMOND, OK 73013

Contact: Tiffany
 Telephone: 405-277-3833
 E-mail: clerk@townoflutherok.com

Contact:
 Telephone:
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/06/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Ryan Clanton		Ryan Clanton- Oklahoma	CHIEF LEAFY		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: DROP LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	350.0000	350.00
1	1	Y	INSTALL 38 HOURS @ \$92.50/HR, STATE CONTRACT SW0142 Warehouse: DROP	3,515.0000	3,515.00
<p>Approved By: _____</p> <p><input type="checkbox"/> Approve All Items & Quantities</p> <p>Quote Good for 30 Days</p>					

Print Date	11/07/25
Print Time	03:35:34 PM
Page No.	8

Subtotal	17,981.36
Freight	425.00
Order Total	18,406.36

Printed By: Ryan Clanton

RIG-HARNESS-12/GANG	Includes 12 gang fuse panel, timer, and wiring harness	1	\$500.00	\$500.00
Shop Supplies		1	\$200.00	\$200.00
LABOR- INSTALLATION	Installation labor per vehicle	40	\$85.00	\$3,400.00
Custom Accessory	2026 Chevy Silverado 1500 Crew Cab- State Contract	1	\$53,000.00	\$53,000.00
			SUBTOTAL	\$70,728.00
			SHIPPING	\$450.00
			TAX	\$0.00
			TOTAL	\$71,178.00

\$ 18,178⁰⁰

Customer Agreement

By signing below, the customer agrees to all terms outlined in this estimate. Any changes to the scope of work, products, or services—including quantity, specifications, or scheduling—will not be binding unless approved in writing by both parties. Such changes may result in additional or increased charges.

Estimates are valid for 30 days from the date issued unless otherwise stated in writing.

Estimates do not include sales tax. Applicable taxes will be added to the final invoice if a valid tax-exempt certificate is not provided prior to invoicing.

Authorized Signatures

Customer Signature: _____ Date: _____

Print Name: _____

Sales Representative Signature: _____ Date: _____

Print Name: _____

Customer Approved PO #: _____

Sign up to **PACKTRACK** to begin

Sensible and fair pricing

A PACKTRACK subscription provides full access to our website and mobile app - including our unique map tracking features. There's no contract required. A handler subscription covers the handler and all of their dogs. Unlike other services we don't charge multiple times if a handler has 2 or more dogs. We also have an amazing interface for trainers and supervisors and these roles are completely free.

Never lose access to your records

PACKTRACK doesn't remove your data from the system unless you explicitly ask us to. Your records remain available even if you don't have an active subscription. Whether you transition to a new role, move to a new department or leave K9 work altogether we'll ensure that you retain access to your old records for viewing or creating reports.

- Free trial: try PACKTRACK for 30 days
- Monthly subscription: \$14 per handler each month
- Annual subscription: \$140 per handler each year – Save \$28 annually!
- Special billing requests: use the Contact Us form below

NOTE: You must complete this signup process before you can login to the **iPhone** (<https://itunes.apple.com/us/app/packtrack-app/id491075340?mt=8>) and **Android** (<https://play.google.com/store/apps/details?id=com.csnmedia.android.packtrack>) mobile apps.

 [Register Now!](#)

(<https://mypacktrack.com/get-started>)

LUTHER_TOWN_HALL

Exterior

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
2. Soda blasting - Heavy	50.00 SF	3.59	2.79	182.29	0/NA	Avg.	0%	<0.00>	182.29
For paint transfer to stone siding									
4. Mason - Stone - per hour*	16.00 HR	80.05	0.00	1,280.80	0/NA	Avg.	0%	<0.00>	1,280.80
2 for 8 hours To regrout area of impact									
7. Stone veneer - Detach & reset	20.00 SF	66.89	0.45	1,338.25	0/NA	Avg.	0%	<0.00>	1,338.25
8. Material Only Stone veneer - natural stone	5.00 SF	14.74	3.32	77.02	0/150 yrs	Avg.	0%	<0.00>	77.02
For stones with chipping from impact.									
6. Haul debris - per pickup truck load - including dump fees	1.00 EA	158.19	0.00	158.19	0/NA	Avg.	NA	<0.00>	158.19
Totals: Exterior			6.56	3,036.55				0.00	3,036.55

Bench

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
1. Metal Bench*	1.00 EA	2,215.00	0.00	2,215.00	4/20 yrs	Avg.	20%	<443.00>	1,772.00
Estimate from Superior Amenities for Innovated Standard Bench with Back									
Totals: Bench			0.00	2,215.00				443.00	1,772.00

Labor Minimums Applied

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
3. Cleaning labor minimum	1.00 EA	64.31	0.00	64.31	0/NA	Avg.	0%	<0.00>	64.31
Totals: Labor Minimums Applied			0.00	64.31				0.00	64.31

Line Item Totals: LUTHER_TOWN_HALL **6.56** **5,315.86** **443.00** **4,872.86**

[%] - Indicates that depreciate by percent was used for this item

[M] - Indicates that the depreciation percentage was limited by the maximum allowable depreciation for this item

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, AMENDING CHAPTER 12, "PLANNING, ZONING AND DEVELOPMENT," CHAPTER 2, "ZONING REGULATIONS," ARTICLE B, "SPECIFIC DISTRICT REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF LUTHER, AND SPECIFICALLY AMENDING SECTION 12-214, "R-4 DISTRICT – RECREATIONAL VEHICLE PARKS," ELIMINATING MANUFACTURING OR MOBILE HOME COMMUNITIES AND PARKS, PROVIDING FOR RECREATIONAL VEHICLE PARKS, AND ESTABLISHING CRITERIA; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT

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

SECTION I: Section 12-214 of the Code of Ordinances of the Town of Luther, Oklahoma, is hereby amended to read as follows:

SECTION 12-214 R-4 DISTRICT - RECREATIONAL VEHICLE PARKS

A. **Purpose:** The purpose of this Section is to provide regulations for Recreational Vehicles in the corporate boundaries of the Town of Luther, Oklahoma, and for the location, development, and maintenance of Recreational Vehicle Parks. The regulations set forth in this Section are designed to promote stable neighborhoods, avoid traffic congestion, and encourage the proper flow of traffic, to prevent health and safety hazards, and to encourage the economical and orderly development and operation of Recreational Vehicle Parks.

B. **Definitions:** For purposes of this Section, the following terms, words, and phrases shall have the meanings indicated below:

Haulers with Living Quarters means any vehicle or portable structure built on a chassis and designed or used to transport cargo, cars, motorcycles or other property and which contains an area suitable for use as living quarters.

Recreational Vehicle means all vehicles and portable structures built on a chassis, designed as a temporary or permanent dwelling for travel, recreational, and vacation use including, but not limited to recreational vehicles, travel trailers, fifth wheels, tent camper trailers, pop-up campers, haulers with living quarters and motor homes.

RV Park means any tract of land that provides fewer than 2.5 acres per dwelling unit upon which three or more Recreational Vehicles are located, regardless of whether or not a charge is made for such accommodations.

RV Space means the plot of ground within an RV Park, designated and designed for the accommodation of one Recreational Vehicle.

C. Size and Dimensions of RV Parks: The minimum size of RV Parks shall be five (5) acres. Intensity of development shall be limited to each RV space being no less than 30 feet by 50 feet in dimension and located in such a manner that a Recreational Vehicle will not impede or obstruct the normal flow of traffic in the park and streets. The area used for sewerage treatment, public water, open space, or other amenities and utilities shall not be included in the available acreage for the purpose of density computations.

D. Permitted units and structures: The following are permitted in RV Parks:

1. Currently existing Recreational Vehicles;
2. New Recreational Vehicles;
3. Haulers with living quarters;
4. Livestock trailers with living quarters, so long as the conditions set forth herein are fully met;
5. An office building, either of conventional construction or a non-residential mobile trailer allowed as a use permitted on review;
6. One or more service buildings to provide community amenities;
7. One storage unit in good repair, per space;
8. Storm shelters in good repair centrally located to accommodate residents and visitors and approved by the Town Administrator; and/or
9. Such other buildings which are necessary for operation and maintenance of the RV park and which are approved by the Town.

E. Utilities and Connections within RV Parks: Utilities and connections must be installed in accordance with all federal, state, and county rules and regulations. Utilities and connections must be completed by licensed technicians.

F. Sewage Disposal within RV Parks: Wastewater shall be discharged into the RV Park's sanitary sewage disposal system of such construction and in such manner as approved by federal, state, and county agencies, and in accordance with the applicable ordinances of the Town. Design of sanitary sewer system shall be based on the maximum capacity of the RV Park. All disposal facilities shall be located in an area where they will not create a nuisance or health hazard to the owner, occupant, or adjacent property owner. All connections to the Town sanitary sewer system shall be maintained in good connection. Any dump sites shall be constructed in such a way as to provide sufficient capacity for wastewater collection and shall be properly maintained and kept sanitary at all times.

G. Water Supply within RV Parks: All water supply lines and piping shall meet all federal, state, and county rules and regulations with regard to design, construction, and maintenance. The water system shall be connected by pipes to all RV Spaces. All connections shall be made to potable water sources, shall be protected from backflows, and be weather tight, constructed of impervious materials.

H. Refuse Disposal within RV Parks: The storage, collection, and disposal of refuse shall be managed to create no health hazards, rodent harborage, insect breeding areas, accident or fire hazards, air pollution, water pollution, or any other public safety hazard. All refuse shall be stored in fly-tight, water-tight, rodent-proof containers. All refuse shall be collected at least once weekly.

I. Fuel Piping within RV Parks: All piping from outside fuel storage tanks to Recreational Vehicles shall be of acceptable material and shall be permanently installed and securely fastened in place. No piping shall be located inside or beneath a Recreational Vehicle.

J. Fire Protection within RV Parks: All areas shall be kept free of tall grass and weeds, litter, rubbish, and other flammable materials. Fires shall be made only in stoves and other cooking and/or heating equipment intended for such purposes.

K. Registration of Owners and Occupants in RV Parks: Each park owner and operator shall keep a register, which shall be made available upon request of the Town, containing a record of all Recreational Vehicle owners and occupants located within the RV Park. The register shall contain the name and address and contact information of the owner and occupant of each Recreational Vehicle, the RV Space, and the date of arrival and departure.

L. Buffer Planting Strip and Open Space: All RV Parks shall have and maintain a buffer planting strip, not less than three (3) feet in width, along all park boundaries not bordering a street. Such strip shall consist of not less than one row of shrubs, spaced not more than eight feet apart and which will eventually grow to a height of not less than 12 feet. Each and every RV Park shall set aside no less than 10% of each park for purpose of open space.

M. Location and layout: All RV Parks shall comply with the following location and layout requirements:

1. All RV Parks shall be located on a well-drained site, properly graded to insure rapid drainage and freedom from stagnant pools of water.
2. All RV Parks shall be surveyed and platted. Each space shall be assigned an address in accordance with the Town's annexing scheme and said address shall be posted in a manner that is consistent with the Code of Ordinances. Each street within the RV Park shall have appropriate street signs.
3. Every RV space shall be clearly defined. Recreational Vehicles shall be parked at least ten (10) feet from the curb of any road within the RV Park and at least twenty (20) feet from any other unit.
4. No Recreational Vehicle may be located closer than 35 feet from any public street or highway. No Recreational Vehicle may obstruct any roadway.
5. All RV spaces must abut a driveway of not less than twenty (20) feet in width.
6. RV Parks shall have at least one (1) clearly defined parking area for each RV space either on or adjacent to the RV space.
7. Haulers with living quarters, livestock trailers with living quarters shall be allowed so long as appropriate and adequate accommodations are made for any animals or other special requirements.

N. Compliance with Federal, State, and County Regulations or Laws: In addition to the other requirements set forth in this Section, every owner, manager, or operator of an RV Park shall comply with any other rule, regulation or law of applicable federal, state or county governments and agencies, including, but not limited to those pertaining to water, stormwater, and wastewater.

O. RV Parks in existence as of the effective date of this Section may continue to operate; provided that any modification of spaces, hookups, and/or land expanded in any way must fully comply with the provisions of this Section.

SECTION II. If any section, sentence, clause or phrase of this ordinance or any part thereof is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

SECTION III. All ordinances in conflict herewith are hereby repealed.

SECTION IV. This ordinance shall be in full force and effect thirty (30) days from and after its publication.

PASSED AND APPROVED this xxxxx day of xxxxxx, 2026.

MAYOR WILLIAM T. ARPS

ATTEST:

TOWN CLERK

Approved as to form and legality:

Town Attorney

REAP CONTRACTS

PART I - CONTRACT SUMMARY

Rural Economic Action Plan (REAP)

2026 REAP GRANT NUMBER Town of Luther 1

Town of Luther

P.O. Box 56

108 S. Main

Luther, Oklahoma 73054

Luther street drainage improvements

FUNDS

Awarded \$ 150,000.00

Source: Senate Bill 1040, 58th Oklahoma Legislature (2022)

SUBMIT REQUISITIONS TO:

Association of Central Oklahoma Governments

Attn: REAP

4205 N. Lincoln Blvd.

Oklahoma City, OK 73105

ISSUE PAYMENT TO:

Town of Luther

P.O. Box 56

108 S. Main

Luther, Oklahoma 73054

AGREEMENT COMPONENTS:

Part I - Summary

Part II - Terms and Conditions

Part II - Signatures - Execution of Contract

PART II - TERMS AND CONDITIONS

1. TERM OF CONTRACT

This Agreement shall become effective on the date signed by ACOG and shall remain in effect for a period of one year unless extended in accordance with the provisions in this contract.

2. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to the Association of Central Oklahoma Governments (ACOG) by the State of Oklahoma for the REAP Program. Notwithstanding any other provisions, payments to the Recipient by ACOG are subject to the availability of such funds, as determined by State action and/or law. ACOG may take any action necessary in accordance with such determination.

3. MODIFICATION (AMENDMENT)

- a. This contract is subject to such modification as may be required by State law or regulations. Any such modification may be done unilaterally by ACOG.
- b. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon written agreement of the duly authorized representatives of both parties.
- c. Revisions to the contract must be approved in writing in advance by ACOG.
- d. A waiver by ACOG of any provision of this contract must be in writing and signed by the Executive Director of ACOG or his designee.

4. FUNDING

ACOG will provide funding for the project up to the total contract amount and in accordance with Section 2 of this contract.

5. RECIPIENT

- a. The Recipient will provide the necessary personnel, facilities, supplies, equipment, and/or related resources and skills to accomplish all projects in accordance with the terms and conditions of this contract. The Recipient agrees to perform those duties, obligations, and representations contained in this contract and all amendments thereto submitted to and accepted by ACOG, and to be bound by the provisions of all -subcontracts said recipient's grant application Grant #Town of Luther 1 being incorporated herein and made a part hereof by reference.
- b. All of the work and services required shall be performed by the Recipient, or be performed under the Recipient's supervision, and all personnel engaged therein must be fully qualified and authorized under State and local law to perform such work and services.
- c. None of the work and services covered by this contract may be subcontracted without prior written approval of ACOG.
- d. In no event will this contract or any subcontract incur obligation on the part of ACOG beyond that stated in Section 3, above.

6. EMPLOYEE BENEFITS

The Recipient shall have full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and Federal income tax, and any other deductions required by law for their employees.

7. CERTIFICATIONS BY RECIPIENT

- a. The Recipient expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all State statutes and other legal authority. The Recipient recognizes that it is responsible for assuring financial and programmatic compliance by its subcontractors.
- b. The Recipient specifically certifies and assures that:
 - It will adhere to State and Federal regulations pertaining to non-discrimination and the Americans with Disabilities Act.
 - It will maintain fiscal controls and accounting procedures adequate to ensure the proper disbursement and accounting for all funds received pursuant to this program.
- c. The Recipient certifies that it is in compliance with the provisions of 25 O.S. §1313.
- d. The Recipient specifically certifies that the nature, extent, and scope of the project to be funded is one and the same project as described in part one of this contract and as described in the recipient's grant application for project funds. The said recipient's grant application **Grant #Town of Luther 1 due date Contract Term End Date 02/07/2027**, being incorporated herein and made a part hereof by reference.

8. HOLD HARMLESS CLAUSE

The Recipient shall, within limitations placed on such entities by State law, save harmless ACOG, its agents, officers, and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damages sustained by any person or property in consequence of any act or omission by the Recipient or any subcontractor. The Recipient shall, within limitations placed on such entities by State law, save harmless ACOG, its agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, or copyright, or from any claim or amounts arising or recovered under Workers' Compensation law or any other law. In any agreement with any subcontractor or any agent for the Recipient, the Recipient will specify that such subcontractors or agents shall hold harmless ACOG, its agents, officers, and employees for all the hereinbefore-described expenses, claims, actions, or amounts recovered.

9. POLITICAL ACTIVITY

- a. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office; nor shall any portion of the contract funds be used to further the adoption or defeat of any bond, proposal, or issue brought to a vote of the people.
- b. No portion of the contract funds may be used for lobbying activities.

10. PAYMENTS TO COMPANIES

- a. No contract funds may be paid to any corporation, limited liability company, partnership, sole proprietor, or other private entity except for services provided pursuant to a contract or as otherwise provided by Recipient's procurement policies.
- b. No contract funds may be loaned to any corporation, limited liability company, partnership, proprietor, or other legal entity.

11. NO-CONFLICT COVENANT

The Recipient covenants that no members or employees of any governing board of the Recipient or subcontractor have any personal or financial interest in this contract, direct or indirect, and that none shall acquire any such interest that would conflict with the full and complete execution of this contract. The Recipient further covenants that in the performance of

this contract no person having any such interest will be employed by the Recipient or subcontractor as set forth in the Non-Collusion Affidavit attached hereto as "Exhibit A" and made a part hereof by reference.

12. PUBLICATIONS AND OTHER MATERIALS

- a. No material produced in whole or in part under this contract shall be subject to
- b. copyright in the United States or any other country. ACOG shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract.
- c. Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning the following statement:
 - This (type of material) was financed in whole or in part by funds from the State of Oklahoma as administered by the Oklahoma Department of Commerce.

13. COMPENSATION TO RECIPIENT

- a. Funds made available pursuant to this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by ACOG. **No contract funds shall be used for expenses incurred either prior to or after the time period specified in this Contract. Contract funds shall not be used for any purpose other than those approved and agreed to by ACOG.**
- b. The funds provided under this contract shall not be used to pay any administrative/planning expenses of the entity requesting the funds or any subcontractor, or any expenses of the Recipient or subcontractor in preparation for this project. This provision shall not apply to funds provided pursuant to 62 O.S. § 2011(C).
- c. ACOG may provide for and make progressive payments to Recipient of the amount due Recipient's contractors and/or suppliers. ACOG shall require written assurances from Recipient that the work claimed on any such progressive billings has been performed or the materials received, prior to paying Recipient's progressive and final billing. ACOG may provide for and make advance payments of grant funds to Recipients of amounts due Recipients' contractors and/or suppliers, as ACOG deems necessary and appropriate, subject to availability of funds from the State.

14. TRAVEL AND PER DIEM

No travel-related costs, including per diem, shall be paid from these funds.

15. PROCUREMENT

Procurement of goods and services and the management and disposition of personal property acquired with contract funds shall be governed by the principles of the Oklahoma Central Purchasing Act, 74 O.S. §85.1, et seq.

16. RECORDS, REPORTS, DOCUMENTATION

- a. The Recipient shall maintain records and accounts, including property, personnel, and financial records that properly document and account for all project funds. Some specific types and forms of records may be required by ACOG.
- b. The Recipient shall furnish ACOG with narrative reports and financial reports related to this contract in the forms and at such times as may be required by ACOG.
- c. The Recipient shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this contract for at least seven (7) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. The Recipient shall, as ACOG deems necessary, permit authorized representatives of ACOG and the State of Oklahoma to have full access to and the right to fully examine all such materials.

- d. The Recipient has not paid, given, or donated, or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of this contract.

17. CLOSING OUT OF PERIOD FUNDED

- a. The Recipient shall promptly return to ACOG and the Rural Economic Action Plan fund any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only if goods and services have been received or a binding contract for such has been executed as of the final date of the period funded.
- b. The Recipient shall submit close-out documents no later than thirty (30) days after the final date of the period funded. All documents must contain the Grant # assigned. Said closeout documents shall be accompanied by a Final Request for Payment.
- c. When actual expenditures total less than the contract amount, the contract shall automatically be deobligated to actual expenditures as shown in the closeout documents and such excess funds shall be promptly returned to ACOG and the Rural Economic Action Plan fund.

18. INTERPRETATION, REMEDIES

- a. In the event the parties fail to agree on changes or interpretations of this contract, the decision of ACOG shall prevail.
- b. In the event of any disagreement between the Recipient and ACOG relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of ACOG shall prevail.
- c. Neither forbearance nor payment by ACOG shall be construed to constitute waiver of any remedies for any default or breach by the Recipient or subcontractor that exists or occurs later.
- d. This Agreement shall be construed in accordance with the Constitution and laws of the State of Oklahoma. Venue for any action to construe or have enforced any provision of this Agreement shall be in the District Court of Oklahoma County, State of Oklahoma.

19. TERMINATION OR SUSPENSION, LIQUIDATED DAMAGES

- a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- b. This contract may be terminated or suspended by ACOG, in whole or in part, for cause, after notice, and an opportunity for Recipient to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to:
 - Recipient fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines, or procedures, or is unduly dilatory in executing its commitments under this contract.
 - Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - Recipient has submitted incorrect or incomplete documentation pertaining to this contract.
- c. In the event of termination or suspension, the Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Recipient shall reduce to the minimum possible all obligations, prepaid expenses, and other costs.

- d. The Recipient shall not be relieved of liability to ACOG for damages sustained by ACOG by virtue of any breach of this contract by Recipient or subcontractor. ACOG may withhold payments due under this contract pending resolution of the damages.
- e. Recipient shall have one (1) year from beginning day of the term of this contract to complete the project. The Executive Director of ACOG may, as he deems appropriate, grant Recipient a ninety (90) day extension after the end of said one (1) year period to complete the project. The ACOG Board may, as it deems appropriate, grant Recipient an additional ninety (90) day extension to complete the project.

20. AUDITS

- a. ACOG may obtain and review audits of the Recipients to fulfill its responsibility to ensure that all projects funded through ACOG comply with the provisions of this agreement. Such an audit of the project may be performed coincidental to any required annual financial audit of the Recipient.
- b. In the alternative, ACOG may collect documentation on all the projects it funds and have that documentation audited to insure that those projects have been performed in compliance with the provisions of this contract. Such an audit of those projects may be performed in conjunction with any required annual financial audit of ACOG.

21. ENTIRE AGREEMENT

This contract constitutes the entire agreement between ACOG and the Recipient and is final and complete. No evidence of alleged prior dealings, course of dealing or performance not specifically set out herein shall be deemed in any sense relevant to supply any unexpressed term, to supplement or qualify this contract, or to add any stipulation or obligation different from or inconsistent with the express provisions of this contract.

22. SEVERABILITY CLAUSE

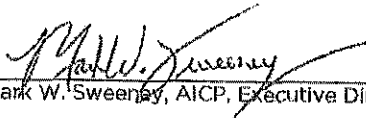
If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

PART III - SIGNATURES - EXECUTION OF CONTRACT

RECIPIENT -OK County D1

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS


Signature of Authorized Official


Mark W. Sweeney, AICP, Executive Director

WILLIAM T. ARPS
Name of Authorized Elected Official

Date

6 JANUARY 2026
Date

Return this signed and dated contract to ACOG no later than January 30, 2026.
Upon receipt of the signed contract, a Notice to Proceed will be sent to the grantee on 02/02/2026.

TOWN OF LUTHER

REAP DRAINAGE IMPROVEMENTS

2026

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND
ENGINEER FOR PROFESSIONAL SERVICES**

IN COOPERATION WITH

**ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENT
RURAL ECONOMIC ACTION PLAN**

CIMARRON VALLEY ENGINEERING, LLC PROJECT # CVE25-051
FIRM CERTIFICATE OF AUTHORIZATION # 9319 EXP 6/30/26

CIMARRON VALLEY ENGINEERING, LLC
SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____, 2026("Effective Date") between Town of Luther ("Owner") and Cimarron Valley Engineering, LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Luther Road Drainage Improvements ("Project").

(CVE25-051)

Subject to other terms herein, including without limitation 5.01, Engineer's Scope of Services ("Services") under this Agreement are generally identified as follows:

- Hydrologic and hydraulic analysis of the drainage basin in the vicinity of Ash Street and SE 8th Street to evaluate existing stormwater conveyance capacity, identify deficiencies, and establish design criteria for proposed improvements.
- Prepare plans, specifications, and cost estimates for drainage improvements intended to enhance stormwater conveyance along Ash Street, including alignment, sizing, and associated appurtenances as required for constructability
- Assist the Owner with preparation of bidding documents, respond to bidder inquiries, issue addenda as necessary, assist with bid evaluation, and provide a recommendation for award.
- Provide engineering services during construction, including review of shop drawings and submittals, responses to requests for information (RFIs), evaluation of change requests, and periodic site visits to observe general conformance of the work with the plans and specifications.
- Provide design survey services as required for project development and construction staking necessary for layout of proposed improvements.
- Attend project meetings with the Owner, contractors, and other stakeholders as reasonably required to support design development, bidding, and construction activities.

Items specifically excluded from the scope of work (but may be included as additional services) include:

- Preparation of legal descriptions, plats for acquisition, title research, negotiations with property owners, condemnation support, appraisal services, or assistance with acquisition of easements or rights-of-way.
- Legal advice, interpretation of laws or ordinances, preparation of legal documents, or participation in legal proceedings, including eminent domain actions.

- Permit applications, environmental assessments, cultural resource studies, wetlands delineations, floodplain permitting, or regulatory approvals.
- Subsurface investigations, geotechnical engineering, soil borings, pavement design, construction materials testing, laboratory services, or environmental sampling and remediation.
- Preparation of claims, expert testimony, dispute resolution services, mediation, arbitration, or litigation support.
- Any services not expressly described in the Engineer's Scope of Services shall be considered Additional Services and shall require written authorization and a mutually agreed-upon amendment to this Agreement.

In addition to those items set forth in the Agreement, Owner shall:

- Give thorough consideration to all documents and other information presented by Engineer and informing Engineer of all decisions within a reasonable time so as not to delay the Services.
- Make provision for the Personnel of Engineer to enter public and private lands as required for Engineer to perform necessary preliminary surveys and other investigations required under this scope of work.
- Furnish Engineer such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- Provide legal, accounting, and insurance counseling services necessary for the Project and such auditing services as Owner may require.
- Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the Project and others as may be necessary for completion of the Project.
- Engineer shall be entitled to rely upon and shall not be responsible for the accuracy, completeness and timeliness of services and information furnished by Owner or Owner's consultants.

Any additional services beyond this Scope of Services specifically listed herein would be performed as requested based on current hourly rates or as a negotiated lump sum agreement, and may include an appropriate adjustment to the schedule.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services based on a mutually agreeable schedule.

- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 2.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly and within 30 days advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:

- 1. A Lump Sum amount of \$24,620.00:
 - a. Engineering Services- \$19,500
 - b. Survey and Construction Staking- \$5,120.00.

- 2. Owner shall pay Engineer for Inspection Services as follows:

Inspection services shall be at the standard hourly rates in Appendix 1 as required by Owner.

- 3. In addition to the Lump Sum amount, reimbursement for the following expenses: None

- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

- 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times the standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1. Alternatively, if agreed to, Owner shall pay Engineer a negotiated lump sum amount. As an example, Additional Services may include, among others: Services due to changes in the Project, Services necessitated by the enactment or revision of codes, laws or regulations, and preparation for and attendance at public presentations, meetings or hearings relating to the Project.

3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its Services is a substantial failure to perform and a basis for termination for cause and suspension of Services.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform Services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, including without limitation Owner's suspending of the Project, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.L.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
 3. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, Engineer's consultants' charges, if any, and costs attributable to termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, agents and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, agents and legal representatives (and said assigns) of such other party, in respect of all covenants, rights, agreements, duties and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law, and except that Owner may assign this Agreement to a lender providing financing to the Project if the lender agrees to assume Owner's rights and obligations hereunder, including any payments due to Engineer by Owner. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create a contractual relationship with, or a cause of action in favor of, or to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, have authority over or be responsible for any Constructor's work, or any Constructor's means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor, nor shall Engineer be responsible for any Constructor's failure to perform the work in accordance with the requirements of the Contract Documents.
- C. Engineer shall not be responsible for the acts or omissions of any Constructor or any of Constructor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made on interpretations or clarifications of the construction contract or the Contract Documents given by Owner without consultation and written approval of Engineer. The Engineer shall have authority to act on behalf of Owner only to the extent provided in this Agreement or with express written authorization.

- D. Engineer shall visit the Project at intervals appropriate to the stage of construction to become familiar with the progress and quality of Constructor's work and to determine, in general, if the work observed is being performed in a manner indicating that the work, when completed, will be in accordance with the Contract Documents. However, Engineer shall not be required to make extensive or continual on-site inspections. If Engineer reviews Constructor's submittals, such as Shop Drawings, Product Data or Samples, that review is only for the limited purpose of checking for general conformance with information given and the design concept in the Contract Documents. Such review is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are Constructor's responsibility. Engineer's review shall not constitute approval of a deviation from the requirements of the Contract Documents unless Constructor has specifically informed Engineer in writing of such deviation at the time of submittal and Engineer has given specific written acknowledgment of the specific deviation. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to properly furnish and perform its work.
- E. Engineer's estimates (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from estimates of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- F. Owner understands that the construction cost estimates developed by Engineer do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Engineer will not be required to re-design the Services without additional compensation.
- G. Engineer has the authority to reject work that does not conform to the Contract Documents and may require inspection or testing of the work, however a decision made in good faith by Engineer shall not give rise to any duty or responsibility of Engineer to any Constructor performing any work. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction Contract Documents other than those made by Engineer or its consultants.
- H. All documents prepared or furnished by Engineer are Instruments of Service, and Engineer retains exclusively an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the Instruments of Service on the Project, extensions of the Project, and for related uses of the Owner, including use solely on this Project by Constructor, subject to Owner performing its obligations under this Agreement, including receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the Instruments of Service and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, is improper and will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including all attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- I. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. Contemporaneous with this Agreement, Owner and Engineer shall designate in writing specific individuals to act as Owner's and Engineer's representatives with respect to the duties and responsibilities of the Parties to this Agreement.
 - J. In accepting and utilizing any form of digital data generated and provided by Engineer for its Services, Owner agrees that all such digital data are Instruments of Service of Engineer. Owner is aware that differences may exist between the digital data delivered and the printed hardcopy document. In the event of a conflict between the original signed document prepared by Engineer and digital data, the original signed and sealed hard-copy document shall govern. Under no circumstances shall delivery of digital data for use by Owner be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Engineer be liable for indirect or consequential damages as a result of Owner's use or reuse of the digital data.
 - K. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, representatives and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages such as loss of use, lost profits, financing, and other such damages arising out of, resulting from, or in any way related to this Agreement or the Project, (2) to the extent damages are covered by property insurance, waive any and all claims or rights against each other for damages, except such rights as they may have to the proceeds of insurance, (3) agree that Engineer's total liability to Owner and maximum recovery from Engineer for any damages, claims, costs or expenses under this Agreement, whether in contract, tort or otherwise, shall be limited to the scope of services provided and further limited to the total amount of compensation received by Engineer under this Agreement, and (4) agree that Engineer is not responsible for damages arising from any circumstances beyond Engineer's reasonable control, including without limitation, strike or labor disputes, severe weather disruptions, natural disasters, fire or other acts of God, riots, epidemics, war or other emergencies, failure of any governmental agency to act in a timely manner, failure of performance by Owner or Constructors, or discovery of any hazardous substances or differing and unforeseeable site conditions.
 - L. The limitations set forth in the waivers above apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

- M. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Engineer's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.
- N. Owner shall procure and maintain insurance as set forth workers' compensation (if applicable), general liability, motor vehicle damage and injuries, and other insurance necessary and sufficient to protect Owner's and Engineer's interests in the Project. Owner agrees that should he/she not have sufficient knowledge and expertise to ascertain levels of proper insurance required, that a insurance professional will be consulted. Owner shall cause Engineer to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- O. Owner shall require any consultant and/or contractor additionally working on this project to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary and sufficient to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such general liability insurance purchased and maintained by consultants and/or contractors for the Project.
- P. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- Q. Owner and Engineer agree to informally discuss and negotiate each dispute and any claim between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated by a mediator agreed upon by the parties. The Mediator's fee and any filing fees shall be shared equally by Owner and Engineer. If mediation is unsuccessful, then the parties may exercise their rights at law.
- R. This Agreement is to be governed by the law of the state in which the Project is located.
- S. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- T. Engineer's Services and Additional Services do not include: providing any general insurance-related advice include amounts of coverage required, recommendations, counseling, or research, or enforcement of insurance requirements. It is the responsibility of the Owner to review and verify the submitted requirements and type of policies / riders outlined in the Contract Documents are reasonable and valid for

project type. The amounts/type inserted by Engineer are for reference only and Engineer has no assumed responsibility or stated/implied expertise.

- U. Engineer has no stated or implied expertise in matter outside and not specifically referenced in this Agreement or within Engineer's standard area of practice. Examples include, but are not limited to, legal representation for review of Agreements and Contract Documents, municipal advisers, financial advisers, bond council, insurance professionals for review of insurance and bonding limits and requirements, accountants, and auditors. Owner should consult with relevant professionals for any matters not specific to this Agreement.
- V. The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make it legal and enforceable, and if not, then that provision shall be stricken and all remaining provisions shall be valid and enforceable.
- W. Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- X. Except to the extent expressly included as part of the Services, Engineer will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Engineer is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Engineer responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.
- Y. Owner and Engineer shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Engineer's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Engineer from disclosing general information regarding the Project for future marketing purposes.
- Z. Engineer is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

- AA. In accordance with applicable law, including the applicable Uniform Electronic Transactions Act, Owner and Engineer agree that electronic signatures (such as e-mail or electronically-typed signatures) of the parties' authorized representatives to this Agreement or to later consents or approvals associated herewith shall constitute the valid signature of the party for purposes of obtaining agreements, consents or other matters prescribed by the Agreement.

6.01 *Owner's Responsibilities*

- A. In connection with the Project, Owner's responsibilities shall include the following:
1. Any responsibilities set forth in Scope of Work.
 2. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Scope of Work.
 3. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.
 4. Owner shall include Engineer as an Indemnified party under the contractor's indemnity obligations included in the construction contract documents.
 5. Owner will not directly or indirectly solicit any of Engineer's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.
 6. Owner shall provide additional advisers/professionals as deemed necessary by Owner for any services not specifically outlined and included in this Agreement. Examples include, but are not limited to, legal representation for review of Agreements and Contract Documents, municipal advisers, financial advisers, bond council, insurance professionals for review of insurance and bonding limits and requirements, accountants, auditors and other professionals as deemed necessary. Engineer has no stated or implied expertise in these matters and Owner should consult with relevant professional for any matters not specific to this Agreement.

7.01 *Entire Agreement; Amendment*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral representations, understandings, or agreements. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument executed by both Owner and Engineer and dated.

Definitions

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Town of Luther

Engineer: Cimarron Valley Engineering, LLC

By: _____

By:  _____

Print name: William T. Arps

Print name: Matthew A. Coe, P.E., P.H., CFM

Title: Mayor

Title: Principal Engineer

Date Signed: _____

Date Signed: January 10, 2026

Engineer License or Firm's Certificate No. :
Oklahoma #9319

Address for Owner's receipt of notices:
P.O. Box 56
Luther, OK 73054

Address for Engineer's receipt of notices:
8455 N Indian Meridian Rd
Coyle, OK 73027

CVE25-051

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in the Agreement, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

FY 2026 ENGINEER'S STANDARD HOURLY RATES

Cimarron Valley Engineering, LLC

Effective: 1/31/26 to 1/31/27

Job Description	Rate
CADD Technician	\$125
Engineering Assistant	\$88
Engineering Intern	\$139
Professional Engineer	\$190
Principal Engineer	\$235
Professional Hydrologist	\$235
Inspector	\$125
Survey Crew	\$165

The minimum billing increment for services rendered shall be 15 minutes.

Invoices shall be provided to clients on a monthly basis.

The Standard Hourly Rates comprise salaries and wages paid to personnel within each billing class, customary and statutory benefits, general and administrative overhead, non-project operating costs, and an allowance for operating margin or profit.

These rates apply only as specified and are subject to annual review and adjustment.

Engineer may recommend to Owner for approval the use of consultants, specialists, or contractors in performance of duties.

The Engineer shall provide the client with scope and estimate of the anticipated cost prior to engagement of any consultants, specialist, or contractors.

Ideas for grant received via email and phone conversations:

Sidewalks

drainage

walking/biking path at parks

basketball court at Wildhorse

splash pad

amphitheater

additional signage at Rt 66/Luther Road intersection, near the RR tracks and toward downtown

placemaking signs for parks

renovation of building in Booker T Washington Park into an event center with historical theme

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Summary of Charges

Room Type:	2 Queen Beds, 1 Room Suite, Suite, No Smoking
Number of Rooms:	1
Number of Occupants:	1
Daily Rates:	Feb 5, 2026 for 1 night at \$118.80 Feb 6, 2026 for 1 night at \$102.83 Feb 7, 2026 for 1 night at \$99.09
Room Type:	1 King Bed, 1 Room Suite, Suite, No Smoking
Number of Rooms:	1
Number of Occupants:	1
Daily Rates:	Feb 5, 2026 for 1 night at \$105.30 Feb 6, 2026 for 1 night at \$89.33 Feb 7, 2026 for 1 night at \$90.09
Estimated Tax and Other Charges:	\$87.79
Estimated Total:	\$693.23

Cancellation Policy: Free Cancellation until Feb 5, 2026 at 4:00:00 PM local hotel time.

Standard Guarantee Policy: Policies vary by hotel. Please view your reservation details online here to confirm the policy of the hotel you have booked.

Hotel Notice: All Pets are allowed. Pet Fee of 25.00 USD. Per Stay. Per Pet. Maximum of 2 Pets Per room. Limit of 2 pets per room, and has a limit of 50 Lbs. Service animals are permitted, without charge.

Your Reservation at Comfort Suites Lawton Near Fort Sill in Lawton is Confirmed.

2 messages

Choice Hotels Reservations <choicehotels@reservations.choicehotels.com>
To: "firechief@townoflutherok.com" <firechief@townoflutherok.com>

Thu, Jan 8, 2026 at 11:26 AM

XCEL Office Solutions

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Comfort Suites Lawton Near Fort Sill

201 SE Interstate Drive, Lawton, OK, 73501, US
+1 (580) 248-2200
[Review All Hotel Details & Amenities](#)

Joseph, your reservation is confirmed.

Confirmation Number: 1025754155



Check-in:

Check-out:

5

8

Thu, Feb 5, 2026
3:00 PM

Sun, Feb 8, 2026
11:00 AM

Print

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