



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, JUNE 9, 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 meetings of May 12, 2026.
  - 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

11. **PUBLIC HEARING** on the FY 2026-2027 Town of Luther Budget for the purpose of discussing, developing and finalizing the Town of Luther budget for the fiscal year beginning July 1, 2026. A copy of the proposed budget is available at Luther Town Hall, 108 S. Main, Luther, OK.

**Trustee One (Terry Arps)**

12. Consideration, discussion and possible action to adopt **Resolution 2026-03R, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, ADOPTING THE FISCAL YEAR 2026-2027 ANNUAL BUDGET FOR THE TOWN IN ACCORDANCE WITH THE PROVISIONS OF THE MUNICIPAL BUDGET ACT.**
13. Consideration, discussion, and possible action to approve a lease agreement with Luther Public Schools for use of ballfields at Wildhorse Park.

14. Consideration, discussion, and possible action to approve a lease agreement with Luther Little League for use of ballfields at Wildhorse Park.
15. Consideration, discussion, and possible action to review the REAP program and develop a potential future REAP application.
16. **PUBLIC HEARING** – To consider an application and take possible action, including making a recommendation to the Town Board of Trustees, to approve or deny an application for to consider an application for a Specific Use Permit for property generally located at 20140 N Triple X Road, Luther, Oklahoma, for purposes of multiple single-family residences in an agricultural zoning district. A copy of the proposed application is on file in the office of the Town Clerk at Luther Town Hall. The property is currently zoned A-1, Agricultural, and the legal description is as follows:

Part of Luther Township, more particularly part of the Northwest  $\frac{1}{4}$  of Section 20, Township 14 North, Range 1 East, beginning at the southwest corner of the northwest  $\frac{1}{4}$ , thence north 662.91 feet, thence east 668.20 feet, thence south 663.20 feet, thence west 688.20 feet to the point of beginning, containing 10.476 acres more or less.

17. Consideration, discussion and possible action, including making a recommendation to the Town Board of Trustees, to approve or deny an application for a lot split of three 3.5-acre parcels from a tract of land containing 10.476 acres with the legal description as follows:

Part of Luther Township, more particularly part of the Northwest  $\frac{1}{4}$  of Section 20, Township 14 North, Range 1 East, beginning at the southwest corner of the northwest  $\frac{1}{4}$ , thence north 662.91 feet, thence east 668.20 feet, thence south 663.20 feet, thence west 688.20 feet to the point of beginning, containing 10.476 acres more or less.

18. **PUBLIC HEARING** – To consider an application and take possible action, including making a recommendation to the Town Board of Trustees, to approve or deny an application for to consider an application for a Specific Use Permit for property generally located at 106 E Three Oaks Dr, Luther, Oklahoma, for purposes of multiple single-family residences in an agricultural zoning district. A copy of the proposed application is on file in the office of the Town Clerk at Luther Town Hall. The property is currently zoned A-1, Agricultural, and the legal description is as follows:

Unplatted Part of Section 20, Township 14 N, Range 1 East 000 000 Part of the Northwest  $\frac{1}{4}$  Section 20, Township 14 North, range 1 East, Beginning 1082.24 Feet of the Southwest  $\frac{1}{4}$ , thence North 663.3 feet, thence east 393.94 feet, thence south 663.53 feet, thence west 393.94 feet to the point of beginning, containing 6 acres more or less.

19. Consideration, discussion and possible action, including making a recommendation to the Town Board of Trustees, to approve or deny an application for a lot split of 3 parcels from a tract of land containing 6 acres with the legal description as follows:

Unplatted Part of Section 20, Township 14 N, Range 1 East 000 000 Part of the Northwest  $\frac{1}{4}$  Section 20, Township 14 North, range 1 East, Beginning 1082.24 Feet of the Southwest  $\frac{1}{4}$ , thence North 663.3 feet, thence east 393.94 feet, thence south 663.53 feet, thence west 393.94 feet to the point of beginning, containing 6 acres more or less.

20. Consideration, discussion, and possible action to approve an ordinance amending the zoning ordinance to establish a Specific Use Permit process for data centers.
21. Consideration and discussion of an SUP Master Design Statement and Infrastructure/Site Development Agreement for Box Law Group/BLE Landholdings, LLC/Beltline Energy.
22. Consideration, discussion, and possible action to approve a moratorium on the rezoning for and issuance of building permits for data center, large load users, or other large-scale industrial projects.
23. Consideration, discussion, and possible action to appoint a new member of the Luther Planning Commission.
24. Consideration, discussion, and possible action to place stop signs at the intersection of 7<sup>th</sup> and Cedar Streets.
25. Consideration, discussion, and possible action to approve an agreement with the Oklahoma County Criminal Justice Authority for the incarceration of prisoners at the Oklahoma County Jail.
26. Consideration, discussion, and possible action to approve travel and per diem for Sgt. Travonna Wright to attend the State DARE Conference June 15-17 at Choctaw Casino Resort in the amount not to exceed \$800 (\$380 hotel/\$180 registration fee/\$80 daily per diem).

**Trustee Two (Jerrod Davis)**

27. Consideration, discussion, and possible action to approve a resolution increasing water, sewer, trash, and bulk wastewater fees.
28. Consideration, discussion, and possible action to approve a Mutual Aid Agreement with Oklahoma County for road construction and maintenance.

**Trustee Three (Carla Caruthers)**

29. Consideration, discussion, and possible action to approve an agreement with Fireworkz A' Poppin for \$8,000 to provide the fireworks display on Lunny 3, 2026 for the 2026 Independence Day celebration.
30. Consideration, discussion, and possible action to approve the purchase of tires for the Luther Fire Department Polaris UTV with Ajax Motorsports in the amount not to exceed \$750.00.
31. Consideration, discussion, and possible action to amend Ordinance 2024-04 to allow for year-round sale and discharge of fireworks in the Town of Luther.

**Trustee Four (Jeff Schwarzmeier)**

**Trustee Five (Cindy Harris Baker)**

32. Consideration, discussion, and possible action to approve a chalk art street mural event and associated street closure on Main Street for July 17-19, 2026.

33. **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.
34. **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.

35. **Adjourn.**



Rian Harkins, Town Manager/Clerk



Agenda Posted Thursday, June 4, 2026, at Luther Town Hall, via MailChimp, on the website at [www.townoflutherok.com](http://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 Taylor, Trustee Five

**BOARD OF TRUSTEES FOR THE TOWN OF LUTHER  
TUESDAY, MAY 12, 2026, 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 was given by **Terry Arps**.
3. Pledge of Allegiance was led by **Terry Arps**.
4. Roll Call by **Terry Arps**. Present were **Terry Arps, Carla Caruthers, Jeff Schwarzmeier, and Cindy Taylor**. **Jerrod Davis** 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 meetings of April 14, 2025.
  - b. Approval of Claims, including Payroll
  - c. Review and Approval of Treasurer's Report – **Terry Arps** made a motion to approve, 2<sup>nd</sup> by **Jeff Schwarzmeier**. **The Vote: All (4) Yes**.
7. Consideration of Items Removed from the Consent Agenda – **None**.
8. Trustee Comments – **Cindy Taylor** mentioned the upcoming Alumni weekend and 3<sup>rd</sup> Saturday Market.
9. Department Reports – **Terry Arps** read the code enforcement and police department reports. **Carla Caruthers** mentioned the annual soap box derby event for 6-06-2026.
10. Attorney's Report – **None**.

**Trustee One (Terry Arps)**

11. Consideration, discussion, and possible action for repair of a 2017 Police Utility cruiser with LDM Automotive at a cost not to exceed \$3,500.00. – **Terry Arps** made a motion to approve, 2<sup>nd</sup> by **Carla Caruthers**. **The Vote: All (4) Yes**.
12. Consideration, discussion, and possible action to approve a Proposed Code of Conduct for Public Meetings of the Town of Luther, its Public Trusts, Commission, and Boards. – **Terry Arps** made a motion to approve, 2<sup>nd</sup> by **Jeff Schwarzmeier**. **The Vote: All (4) Yes**.
13. Consideration, discussion, and possible action to approve a Professional Services Agreement with The Childs Law Firm for the purposes of serving as the Town Attorney for the Town of Luther. – **Becky Tatum** spoke with questions about alternative options for town representation. **Terry Arps** made a motion to approve, 2<sup>nd</sup> by **Jeff Schwarzmeier**. **The Vote: All (4) Yes**.

14. Consideration, discussion, and possible action to approve an ordinance amending the zoning ordinance to establish a Specific Use Permit process for data centers. – **Rian Harkins presented the ordinance. Terry Arps made a motion to table to 6.09.2026, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (4) Yes.**
15. Consideration, discussion, and possible action to approve a moratorium on the rezoning for and issuance of building permits for data center, large load users, or other large-scale industrial projects. – **Terry Arps made a motion to table to 6.09.2026 to allow discussion with town council, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (4) Yes.**
16. Consideration, discussion and possible action to amend Chapter 12 of the zoning ordinance relating to RV Parks (continued from the April 14, 2026 meeting). – **Terry Arps made a motion to table to 6/09/2026, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (4) Yes.**
17. PUBLIC HEARING – To consider and take possible action to approve or deny and application for rezoning and subsequent rezoning ordinance from A-1 Agricultural to I-Industrial and Manufacturing for a property located on the southeast corner of 164th Street and N. Luther Road, Luther, OK 73054. The applicant has indicated the rezoning request is being made for the purpose of relocating an existing structural steel fabrication business. A copy of the proposed application is on file in the office of the Town Clerk at Luther Town Hall. The property is currently zoned A-1 Agricultural, and the legal description is as follows: DEWEY TOWNSHIP PT NW4 SEC 3 13N 1E BEG 100.01FT S OF NW/C OF NW4 TH E356.52FT SE462.15FT S506FT S486.75FT SWLY485.55FT SE587.99FT SWLY579.10FT W184.74FT N300FT NW203.82FT N199.99FT NW205.30FT W33FT N1727.15 TO BEG. – **Terry Arps opened the public hearing. Multiple residents spoke regarding the item (see sign up sheet). Terry Arps closed the public hearing. Carla Caruthers made a motion to deny the rezoning application, 2<sup>nd</sup> by Cindy Taylor. The Vote: Three (3) Yes. Terry Arps abstained from the vote.**
18. Presentation and discussion on the FY 2026-2027 Town of Luther Budget for the purpose of discussing, developing and finalizing the Town of Luther budget for the fiscal year beginning July 1, 2026. A copy of the proposed budget is available at Luther Town Hall, 108 S. Main, Luther, OK. – **Presented by Rian Harkins.**

#### **Trustee Two (Jerrod Davis)**

19. Consideration, discussion, and possible action regarding the resignation of Valarie Braxton as a part time LPWA employee. – **Terry Arps made a motion to approve, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (4) Yes.**
20. Consideration, discussion, and possible action regarding the line-item transfer in the amount of \$205.00 from the LPWA general Fund to the Town General Fund to account for a credit card machine error. – **Terry Arps made a motion to approve, 2<sup>nd</sup> by Cindy Taylor. The Vote: All (4) Yes.**
21. Consideration, discussion, and possible action regarding the line-item transfer in the amount of \$804.50 from the Town General Fund to the LPWA General Fund to account for a deposit error. – **Terry Arps made a motion to approve, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (4) Yes.**

**Trustee Three (Carla Caruthers)**

22. Consideration, discussion, and possible action regarding the enrolment of Fire Chief Figueroa in a Fire Inspector course hosted by the Owasso Fire Department June 15-20, 2026, at a total cost not to exceed \$1,550 (\$650 registration fee/\$80 books/\$660 hotel). – **Carla Caruthers made a motion to approve the training, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (4) Yes.**

**Trustee Four (Jeff Schwarzmeier)**

**Trustee Five (Cindy Harris Baker)**

23. Consideration, discussion and possible action to finalize the location of the Route 66 Monument. – **Cindy Taylor made a motion to approve the proposed location, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (4) Yes.**
24. Consideration, discussion and possible action regarding a line-item transfer of \$290 from LEDA to the Town of Luther General Fund to cover expenses related to contractor licensing and permitting relating to the Town Hall meeting room renovations. – **Cindy Taylor made a motion to approve the expenses, 2<sup>nd</sup> by Carla Caruthers. The Vote: All (4) Yes.**
25. **New Business:** In accordance with the Open Meeting Act, Title 25 O.S. 311.A.9 of the Oklahoma Statutes, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda. – **Terry Arps discussed the TSET grant regarding the toddler playground equipment. Terry Arps made a motion to approve himself and Chris Ivich to continue pursuing the proposed equipment purchase, 2<sup>nd</sup> by Cindy Taylor. The Vote: ALL (4) Yes. – Terry Arps also made a motion is accept Samuel Walker’s resignation from the Planning Commission, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (4) Yes.**
26. **Citizen participation:** Citizens may address the Board during open meetings on any matter on the agenda prior to the Board taking action on the matter. On any item not on the current agenda, citizens may address the Board under the agenda item Citizen Participation. Citizens should fill out a Citizen’s Participation Request form and give it to the Mayor. Citizen Participation is for information purposes only, and the Board cannot discuss, act or make any decisions on matters presented under Citizens Participation. Citizens are requested to limit their comments to two minutes. – **Destiny Mowers, Bruce Freeman, and Teresa Poisson all spoke their thoughts regarding data centers.**
27. **Adjourn.** – **Terry Arps made a motion to adjourn, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: ALL (4) Yes.**

Transcribed by Stephanie Mason, Administrative Assistant.

the Town of Luther



a friendly community

Town of Luther

PO Box 56

Luther, OK 73054

Phone: 405-277-3833

Fax: 405-277-9965

office@townoflutherok.com

# Sign Up Sheet

TOWN      LPWA      LEDA

Meeting Date 5/12/26

Name Crystal Avila

Item 17

Name Shane Avila

Item 17

Name Terri Passon

Item Possible 12, Citizens Participation

Name Becky Tatum

Item 12, 13, 14, (15)

Name Dorothy Mowers

Item 14

Name John Madden

Item 17

Name Justin Hulsey

Item 17

Name Tyler Slawson

Item 17

Name Bill Tatum

Item 15

MICHAEL CARLSON

17

the Town of Luther



a friendly community

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Luther, OK 73054

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Fax: 405-277-9965

office@townoflutherok.com

# Sign Up Sheet

TOWN    LPWA    LEDA

Meeting Date 5/12/20

Name Jenni White

Item 15

Name Patchy Madden

Item 17

Name Toni VALUIKAS

Item 14-15-16

Name Harold Wallace

Item 14/15

Name Daniel Drake

Item 17

Name \_\_\_\_\_

Item \_\_\_\_\_

Name \_\_\_\_\_

Item \_\_\_\_\_

Name \_\_\_\_\_

Item \_\_\_\_\_

Name \_\_\_\_\_

Item \_\_\_\_\_

**Town of Luther General Fund Claims Including Payroll  
May 8, 2026 to June 3, 2026**

<b>Date</b>	<b>Ref No.</b>	<b>Payee</b>	<b>Memo</b>	<b>Payment</b>
05/08/2026	EFT	Colonial Life	Life Ins. Premiums	252.68
05/08/2026		SWEEP	BancFirst SWEEP	78,225.76
05/11/2026	EFT	APPLE.COM	Fire Dept. IT	6.20
05/11/2026		SWEEP	BancFirst SWEEP	311.84
05/12/2026	24490	ABERDEEN ENTERPRIZES II, INC	Court collections	287.43
05/12/2026	24491	AT&T Mobility	IT/Phone	1,058.92
05/12/2026	24492	BLUECROSS BLUESHIELD OF OK	Health Insurance	9,531.50
05/12/2026	24493	BLUECROSS BLUESHIELD OF OK- DEARBORN	Health Insurance	65.61
05/12/2026	24494	Brent Coldiron	MC Prosecutor	950.00
05/12/2026	24495	Carol's Signs	Park garden sign	330.00
05/12/2026	24496	CHANDLER TIRE CENTER	PD tires	140.00
05/12/2026	24497	Chickasaw Personal Communications	IT/Phone/Internet	2,248.65
05/12/2026	24498	CLEET	PD Certifications	237.09
05/12/2026	24499	DANIEL MCCLURE SR.	Code enforcement	1,425.00
05/12/2026	24500	Delta Dental	Dential Ins. Premiums	662.00
05/12/2026	24501	DENIELLE WILLIAMS CHANEY	Parks Reimbursement	108.54
05/12/2026	24502	DENNIS MCGRATH	MC Judge	1,050.00
05/12/2026	24503	DEPT OF PUBLIC SAFETY	OTIS/PD subscription	66.00
05/12/2026	24504	Dollar General - Regions 410526	Office supplies	149.53
05/12/2026	24505	Eureka Water Company	Office supplies	53.74
05/12/2026	24506	FIRST RESPONDER SUPPORT SERVICES, PLLC	FD/PD counseling	300.00
05/12/2026	24507	FLUENTSTREAM TECHNOLOGIES	IT/Phone/Internet	386.67
05/12/2026	24508	FOP LODGE 230	Police Pension	845.00
05/12/2026	24509	GRANITE TELECOMMUNICATIONS LLC	IT/Phone/Internet	174.30
05/12/2026	24510	Harrington's	tires	10.00
05/12/2026	24511	JEFF SCHWARZMEIER	BOT phone	50.00
05/12/2026	24512	LOVE, BEAL, & NIXON, P.C.	collections	1,243.31

05/12/2026	24513	Luther Hardware, LLC	supplies	60.01
05/12/2026	24514	METCO	Eng. Testing	875.90
05/12/2026	24515	O'Reilly Auto Parts	PD vehicle parts	256.45
05/12/2026	24516	OG&E	35947561-3	3,887.26
05/12/2026	24517	OHIO CHILD SUPPORT PAYMENT CENTRAL	payment	195.32
05/12/2026	24518	OKLAHOMA CENTRALIZED SUPPORT REGISTRY	payment	736.84
05/12/2026	24519	Oklahoma Firefighters Pension System	FD Pension	1,238.46
05/12/2026	24520	OKLAHOMA MUNICIPAL RETIREMENT FUND	Pensions	432.28
05/12/2026	24521	Oklahoma Uniform Building Code Commission	Building Code	20.00
05/12/2026	24522	OMAG	Insurance Premium	250.00
05/12/2026	24523	ONG	Gas	358.63
05/12/2026	24524	OSBI	PD expense	167.00
05/12/2026	24525	OSBI - Fee Assessments	PD expense	448.61
05/12/2026	24526	SCHERRIE PIDCOCK	Transition contract	2,125.00
05/12/2026	24527	STAPLES	Office supplies	156.76
05/12/2026	24528	THOMSON REUTERS - WEST	PD/MC expense	367.78
05/12/2026	24529	TOP TIER TACTICAL	PD supplies	25.00
05/12/2026	24530	XCEL OFFICE SOLUTIONS- DALLAS	Printers/IT	1,704.77
05/12/2026		SWEEP		2,233.44
05/13/2026	EFT	QuickBooks Payroll	Payroll	6,286.45
05/13/2026	EFT	CEMETERY FUND	repairs/maintenance	1,400.00
05/13/2026	EFT	LPWA FUND	transfer	1,000.00
05/13/2026	EFT	LPWA FUND	transfer	804.50
05/13/2026	EFT	TECHNOLOGY FEE ACCOUNT	transfer	487.96
05/13/2026	EFT	AMAZON	Office supplies	31.96
05/14/2026	EFT	YOUNG & ASSOCIATES CPAs	Accounting	695.00
05/14/2026	EFT	YOUNG & ASSOCIATES CPAs	Accounting	625.00
05/15/2026	EFT	Ameritas Life Insurance Corp	Insurance Premium	98.92

05/15/2026	EFT	AMAZON	Office supplies	14.99
05/19/2026	EFT	AMAZON	Office supplies	56.49
05/19/2026	EFT	AMAZON	Office supplies	12.99
05/20/2026	EFT	QuickBooks Payroll	Payroll	18,581.80
05/20/2026	EFT	IRS	taxes	1,348.60
05/21/2026	EFT	BANCFIRST		80.74
05/21/2026	EFT	FUELMAN	fuel	4,885.94
05/22/2026	EFT	Oklahoma Tax Commission	taxes	1,713.00
05/26/2026	EFT	PURCHASE POWER/PITNEY BOWES	copiers	406.00
05/26/2026	EFT	Oklahoma Police Pension & Retirement System	PD Pension	5,549.14
05/26/2026	EFT	AMAZON	Office supplies	167.58
05/26/2026	24532	NOAH'S PARK & PLAYGROUNDS, LLC	Park Playground	23,965.50
05/26/2026	24533	STEPHANIE MASON	Prof. semintr reimbursement	54.60
05/27/2026	EFT	QuickBooks Payroll	Payroll	6,875.85
05/27/2026	EFT	IRS	taxes	1,688.08
05/27/2026	EFT	AMAZON	Office supplies	109.99
05/28/2026	24534	ABERDEEN ENTERPRIZES II, INC	MC collections	400.45
05/28/2026	24535	AT&T Mobility	IT/Phone/Internet	1,060.12
05/28/2026	24536	BLUECROSS BLUESHIELD OF OK	Insurance Premium	14,364.44
05/28/2026	24537	BLUECROSS BLUESHIELD OF OK-DEARBORN	Insurance Premium	80.19
05/28/2026	24538	BridgeTower OpCo, LLC	legal publications	523.64
05/28/2026	24539	Delta Dental	Insurance Premium	662.00
05/28/2026	24540	DEPT OF PUBLIC SAFETY	PD/MC subscriptions	66.00
05/28/2026	24541	Dollar General - Regions 410526	Office supplies	199.43
05/28/2026	24542	FIRST RESPONDER SUPPORT SERVICES, PLLC	PD/FD counseling	300.00
05/28/2026	24543	FOP LODGE 230	PD Pension	390.00
05/28/2026	24544	LDM AUTOMOTIVE	PD vehicle parts	562.00

05/28/2026	24545	OG&E	35947561-3	2,115.01
05/28/2026	24546	OHIO CHILD SUPPORT PAYMENT CENTRAL	payment	195.32
05/28/2026	24547	OKLAHOMA CENTRALIZED SUPPORT REGISTRY	payment	736.84
05/28/2026	24548	Oklahoma Firefighters Pension System	FD Pension	1,238.46
05/28/2026	24549	OKLAHOMA MUNICIPAL RETIREMENT FUND	Pensions	349.72
05/28/2026	24550	OMAG	Insurance Premium	2,553.75
05/28/2026	24551	SCOTT EMERICK	PD/FD counseling	2,297.00
05/28/2026	24552	Spectro Wire & Cable Inc.	FD vehicle repair	400.50
05/28/2026	24553	TERESA KENNEMER	Parks Reimbursement	261.15
05/28/2026	24554	WILSON HOMES	fee reimbursement	18.00
05/28/2026		SWEEP		1,115.00
05/29/2026	EFT	ORDERBUSINESSCHECKS.COM	town checks	226.73

**LPWA CLAIMS INCLUDING PAYROLL**

**5.5.26 to 6.3.26**

<b>Date</b>	<b>Ref No.</b>	<b>Payee</b>	<b>Memo</b>	<b>Payment</b>	<b>Balance</b>
05/29/2026		SWEEP	transfer	2,173.60	233,224.92
05/28/2026		SWEEP	transfer	945.47	233,850.54
05/28/2026	14978	Young & Associates CPA's	Accounting	450.00	234,796.01
05/28/2026	14977	PEPE & JON SANCHEZ	Reimbursement	45.11	235,246.01
05/28/2026	14976	OMAG	Insurance Premium	2,303.75	235,291.12
05/28/2026	14975	OKLAHOMA MUNICIPAL RETIREMENT FUND	Retirement	594.96	237,594.87
05/28/2026	14974	OKLAHOMA CONTRACTORS SUPPLY	Supplies	4,303.70	238,189.83
05/28/2026	14973	OG&E	Utilities	978.39	242,493.53
05/28/2026	14972	MADISON MCCONNELL	Reimbursement	50.71	243,471.92
05/28/2026	14971	LA FE JC CONSTRUCTIONS	Repairs	1,450.00	243,522.63
05/28/2026	14970	JENIFER BAUMAN	Reimbursement	29.00	244,972.63
05/28/2026	14969	JACE & AMANDA WILSON	Reimbursement	72.06	245,001.63
05/28/2026	14968	FERGUSON WATERWORKS	Repairs	336.00	245,073.69
05/28/2026	14967	Dollar General Charged Sales	Office Supplies	73.02	245,409.69
05/28/2026	14966	Delta Dental	Insurance Premium	70.00	245,482.71
05/28/2026	14965	Busby Pump & Supply	Repairs	928.00	245,552.71
05/28/2026	14964	BLUECROSS BLUESHIELD OF OK-HEALTH	Insurance Premium	2,859.45	246,480.71
05/28/2026	14963	BLUECROSS BLUESHIELD OF OK-DEARBORN	Insurance Premium	21.87	249,340.16
05/28/2026	14962	AT&T MOBILITY	IT/Phone/Internet	142.58	249,362.03
05/28/2026		American Tower	IT/Phone/Internet		249,504.61
05/27/2026	EFT	QuickBooks Payroll	Payroll	4,611.85	244,492.66
05/26/2026		SWEEP	transfer	542.88	247,405.97
05/22/2026	EFT	Oklahoma Tax Commission	Taxes	369.00	247,014.48
05/21/2026		SWEEP	transfer	166.07	247,283.13

05/20/2026	EFT	IRS	taxes	1,208.42	245,620.46
05/15/2026		SWEEP	transfer	252.09	194,018.78
05/14/2026		SWEEP	transfer	484.02	193,896.78
05/13/2026	EFT	QuickBooks Payroll	Payroll	4,730.55	189,868.68
05/13/2026	EFT	Town of Luther	Reimbursement	1,037.14	194,599.23
05/13/2026	EFT	Town of Luther	Reimbursement	206.00	195,636.37
05/13/2026	EFT	Town of Luther	Reimbursement	205.00	195,842.37
05/13/2026	EFT	Town of Luther	Reimbursement	115.00	196,047.37
05/13/2026	EFT	Town of Luther	Reimbursement	87.30	196,162.37
05/13/2026		Town of Luther	Reimbursement		196,249.67
05/13/2026		Town of Luther	Reimbursement		195,249.67
05/12/2026		SWEEP	transfer	5,026.92	194,120.67
05/12/2026	14961	Young & Associates CPA's	Accounting	430.00	199,147.59
05/12/2026	14960	XCEL OFFICE SOLUTIONS - DALLAS	IT/Phone/Internet	426.19	199,577.59
05/12/2026	14959	USA Bluebook	IT/Phone/Internet	195.35	200,003.78
05/12/2026	14958	UniFirst Corporation	Uniforms	273.19	200,199.13
05/12/2026	14957	THE ESTATE OF GARLAND RUSSELL	Reimbursement	23.60	200,472.32
05/12/2026	14956	STAPLES	Office Supplies	101.62	200,495.92
05/12/2026	14955	SISCA FRIEND	Reimbursement	100.05	200,597.54
05/12/2026	14954	ONG	Utilities	243.84	200,697.59
05/12/2026	14953	OKLAHOMA MUNICIPAL RETIREMENT FUND	Retirement	590.58	200,941.43
05/12/2026	14952	OG&E	Utilities	1,275.88	201,532.01
05/12/2026	14951	O'Reilly Auto Parts	Parts	129.64	202,807.89
05/12/2026	14950	NENA KESNER & JACOB LACKEY	Reimbursement	4.86	202,937.53
05/12/2026	14949	MICHAEL HENDREN	Reimbursement	99.62	202,942.39
05/12/2026	14948	MEGAN PETERS	Reimbursement	7.07	203,042.01
05/12/2026	14947	Luther Mill & Farm Supply Inc.	Supplies	37.00	203,049.08

05/12/2026	14946	Luther Hardware & Lumber, LLC	Supplies	109.06	203,086.08
05/12/2026	14945	JONES HARDWARE	Supplies	99.43	203,195.14
05/12/2026	14944	GREENHOUSE BUILDERS LLC	Supplies	101.96	203,294.57
05/12/2026	14943	FLUENTSTREAM TECHNOLOGIES	IT/Phone/Internet	42.96	203,396.53
05/12/2026	14942	FERGUSON WATERWORKS	Supplies	230.00	203,439.49
05/12/2026	14941	Eastside Waste	Utilities	9,853.70	203,669.49
05/12/2026	14940	DOOSAN BOBCAT NORTH AMERICA, INC	equipment	36,744.67	213,523.19
05/12/2026	14939	Dollar General Charged Sales	Office Supplies	29.82	250,267.86
05/12/2026	14938	DIAMOND MAPS	IT/Phone/Internet	336.00	250,297.68
05/12/2026	14937	Department of Environmental Quality	compliance	32.00	250,633.68
05/12/2026	14936	Delta Dental	Insurance Premium	70.00	250,665.68
05/12/2026	14935	Busby Pump & Supply	Repairs	309.37	250,735.68
05/12/2026	14934	BLUECROSS BLUESHIELD OF OK-HEALTH	Insurance Premium	2,859.45	251,045.05
05/12/2026	14933	BLUECROSS BLUESHIELD OF OK-DEARBORN	Insurance Premium	21.87	253,904.50
05/12/2026	14932	AT&T MOBILITY	IT/Phone/Internet	140.35	253,926.37
05/12/2026	14931	ALICE AUSTIN	Reimbursement	93.49	254,066.72
05/12/2026	14930	Airgas USA, LLC	materials	87.70	254,160.21
05/11/2026		SWEEP	transfer	1,800.89	249,371.66
05/11/2026		CHISHOLM BROADBAND	it/phone/internet		249,494.12
05/08/2026		SWEEP	transfer	10,665.65	249,026.45
05/07/2026		SWEEP	transfer	215.37	249,833.25
05/07/2026	EFT	MERCHANT SERVICES IPS	Supplies	247.57	250,048.62
05/06/2026		SWEEP	transfer	88.58	249,334.64
05/06/2026	EFT	IRS	taxes	1,184.20	249,423.22
05/06/2026	EFT	BANCFIRST	fees	102.00	250,607.42
05/05/2026		SWEEP	transfer	6,123.14	249,662.65
05/04/2026		SWEEP	transfer	1,351.67	249,248.79

05/04/2026	EFT	Oklahoma Employment Security Commission	Insurance Premium	292.98	250,600.46
05/01/2026		SWEEP	transfer	998.90	248,896.34
04/30/2026		SWEEP	transfer	2,067.39	248,932.64
04/29/2026	EFT	QuickBooks Payroll	Payroll	4,596.32	246,672.23
04/28/2026		SWEEP	transfer	1,492.72	249,171.38
04/27/2026		SWEEP	transfer	772.43	248,878.74
04/24/2026		SWEEP	transfer	91.58	248,878.74
04/23/2026		SWEEP	transfer	65.37	248,878.74
04/22/2026	EFT	IRS	taxes	1,007.84	247,637.80
04/22/2026	EFT	Oklahoma Tax Commission	taxes	244.00	248,645.64
04/21/2026		SWEEP	transfer	348.25	248,596.48
04/16/2026		SWEEP	transfer	445.70	241,096.93
04/15/2026	EFT	QuickBooks Payroll	Payroll	3,904.95	238,257.42
04/15/2026	EFT	Town of Luther	transfer	403.75	242,162.37
04/15/2026	EFT	Town of Luther	transfer	115.00	242,566.12
04/15/2026	EFT	Town of Luther	transfer	101.28	242,681.12
04/15/2026	EFT	Town of Luther	transfer	87.30	242,782.40
04/15/2026	EFT	Town of Luther	transfer	20.37	242,869.70
04/15/2026	EFT	Town of Luther	transfer	5.00	242,890.07
04/15/2026		Town of Luther	transfer		242,895.07

**Town of Luther**  
**Budget vs. Actuals: May 2026 & YTD**  
**May 2026 & FY 25-26 YTD**

	May 2026				Total			
	Actual	Budget	over Budget	% of Budget	Actual	Budget	over Budget	% of Budget
<b>Income</b>								
Donations	300.00	0.00	300.00		405.00	0.00	405.00	
Fines & Forfeitures	6,545.39	11,600.00	-5,054.61	56.43%	78,903.09	127,600.00	-48,696.91	61.84%
Grant Revenue		0.00	0.00		428,491.78	125,000.00	303,491.78	342.79%
Insurance Subsidy/Int	2,160.15	2,800.00	-639.85	77.15%	26,470.58	30,800.00	-4,329.42	85.94%
Interest	2,779.68		2,779.68		23,977.72	0.00	23,977.72	
Licenses & Permits	8,283.00	2,500.00	5,783.00	331.32%	29,246.58	27,500.00	1,746.58	106.35%
Miscellaneous	55.00	0.00	55.00		105.00	0.00	105.00	
Other/Rents/Fees	381.87	1,000.00	-618.13	38.19%	45,264.13	11,000.00	34,264.13	411.49%
Reimbursement SRO		13,200.00	-13,200.00	0.00%	123,711.88	145,200.00	-21,488.12	85.20%
Tax Revenues		0.00	0.00		0.00	0.00	0.00	
Alcoholic Beverage Taxes		300.00	-300.00	0.00%	3,328.66	3,300.00	28.66	100.87%
Capital Improvement-Sales Tax	9,809.18	9,200.00	609.18	106.62%	121,278.63	101,200.00	20,078.63	119.84%
Cigar & Cigarette Taxes	383.44	350.00	33.44	109.55%	3,906.92	3,850.00	56.92	101.48%
Franchise Taxes	458.38	550.00	-91.62	83.34%	45,100.65	43,500.00	1,600.65	103.68%
Gasoline Tax	258.04	220.00	38.04	117.29%	2,699.03	2,420.00	279.03	111.53%
Motor Vehicle Taxes		925.00	-925.00	0.00%	9,604.67	10,175.00	-570.33	94.39%
Resale Tax		0.00	0.00		0.00	0.00	0.00	
Sales Taxes	46,961.33	48,000.00	-1,038.67	97.84%	575,189.19	528,000.00	47,189.19	108.94%
Use Taxes	21,702.93	18,000.00	3,702.93	120.57%	273,761.27	194,000.00	79,761.27	141.11%
<b>Total Tax Revenues</b>	<b>\$ 79,573.30</b>	<b>\$ 77,545.00</b>	<b>\$ 2,028.30</b>	<b>102.62%</b>	<b>\$ 1,034,889.02</b>	<b>\$ 886,445.00</b>	<b>\$ 148,424.02</b>	<b>116.74%</b>
<b>Total Income</b>	<b>\$ 100,078.39</b>	<b>\$ 108,645.00</b>	<b>-\$ 8,566.61</b>	<b>92.12%</b>	<b>\$ 1,791,444.78</b>	<b>\$ 1,353,545.00</b>	<b>\$ 437,899.78</b>	<b>132.35%</b>
<b>Gross Profit</b>	<b>\$ 100,078.39</b>	<b>\$ 108,645.00</b>	<b>-\$ 8,566.61</b>	<b>92.12%</b>	<b>\$ 1,791,444.78</b>	<b>\$ 1,353,545.00</b>	<b>\$ 437,899.78</b>	<b>132.35%</b>
<b>Expenses</b>								
Fire Department		0.00	0.00		0.00	0.00	0.00	
Capital Outlay (FD)		0.00	0.00		70,390.70	0.00	70,390.70	
Maint & Operations (FD)		0.00	0.00		0.00	0.00	0.00	
ALL Insurance		800.00	-800.00	0.00%	7,397.82	8,800.00	-1,402.18	84.07%
Bunker Gear/Uniforms		0.00	0.00		2,274.00	12,000.00	-9,726.00	18.95%
Dues/Memberships/VolPension		250.00	-250.00	0.00%	5,904.00	2,750.00	3,154.00	214.69%
FIRE Supplies/Repairs/Mtc		600.00	-600.00	0.00%	17,856.24	6,800.00	11,256.24	270.55%
Fuel	900.55	1,000.00	-99.45	90.06%	10,793.25	11,000.00	-206.75	98.12%
Grant Expenditures		0.00	0.00		7,410.00	15,848.00	-8,238.00	47.35%
MEDICAL Parts / Supplies		300.00	-300.00	0.00%	16,885.19	47,700.00	-30,814.81	35.40%
Office Supplies / Expenses	515.77	75.00	440.77	687.69%	2,469.34	825.00	1,644.34	299.31%
Phone / Internet / IT	3,339.36	1,000.00	2,339.36	333.94%	16,543.30	11,000.00	5,543.30	150.39%
Travel / Training	1,442.73	375.00	1,067.73	384.73%	9,375.71	4,125.00	5,250.71	227.29%
Utilities	826.85	430.00	396.85	192.29%	4,075.23	4,730.00	-654.77	86.16%
Vehicle/Repair/Maintenance	400.50	1,000.00	-599.50	40.05%	13,581.56	11,000.00	2,581.56	123.47%
<b>Total Maint &amp; Operations (FD)</b>	<b>\$ 7,425.76</b>	<b>\$ 5,830.00</b>	<b>\$ 1,595.76</b>	<b>127.37%</b>	<b>\$ 114,565.64</b>	<b>\$ 136,178.00</b>	<b>-\$ 21,612.36</b>	<b>84.13%</b>
Payroll (FD)		0.00	0.00		0.00	0.00	0.00	
Employee Benefits	2,391.20	1,962.75	428.45	121.83%	15,882.29	21,590.25	-5,707.96	73.56%
Salary / Wage / Payroll Tax		5,859.00	-5,859.00	0.00%	63,214.40	64,449.00	-1,234.60	98.08%
<b>Total Payroll (FD)</b>	<b>\$ 2,391.20</b>	<b>\$ 7,821.75</b>	<b>-\$ 5,430.55</b>	<b>30.57%</b>	<b>\$ 79,096.69</b>	<b>\$ 86,039.25</b>	<b>-\$ 6,942.56</b>	<b>91.93%</b>
<b>Total Fire Department</b>	<b>\$ 9,816.96</b>	<b>\$ 13,651.75</b>	<b>-\$ 3,834.79</b>	<b>71.91%</b>	<b>\$ 264,053.03</b>	<b>\$ 222,217.25</b>	<b>\$ 41,835.78</b>	<b>118.83%</b>
<b>General Government</b>								
Capital Outlay (GG)		0.00	0.00		0.00	0.00	0.00	
Maint & Operations (GG)		0.00	0.00		0.00	0.00	0.00	
ALL Insurance	2,553.75	500.00	2,053.75	510.75%	18,576.56	5,500.00	13,076.56	337.76%
Bank/Card Fees	291.41	110.00	181.41	264.92%	2,539.71	1,210.00	1,329.71	209.89%
Budget / Other Publications	541.64	200.00	341.64	270.82%	1,481.87	2,200.00	-718.13	67.36%
Contract Labor	3,550.00	2,000.00	1,550.00	177.50%	17,034.38	22,000.00	-4,965.62	77.43%
Dues & Memberships	20.00	425.00	-405.00	4.71%	2,050.00	4,675.00	-2,625.00	43.85%
Emergency Management		100.00	-100.00	0.00%	0.00	1,100.00	-1,100.00	0.00%
Grant Expenditures	23,965.50	0.00	23,965.50		35,041.85	0.00	35,041.85	

LEDA Maint & Operations		500.00	-500.00	0.00%	6,583.70	5,500.00	1,083.70	119.70%
Office Supplies / Expenses	546.46	275.00	271.46	198.71%	6,837.04	3,025.00	3,812.04	226.02%
Parks Commission	369.69	200.00	169.69	184.85%	2,081.65	2,200.00	-118.35	94.62%
Parts / Supplies / Repairs		300.00	-300.00	0.00%	31,115.63	70,400.00	-39,284.37	44.20%
Phone / Internet / IT	1,199.72	1,200.00	-0.28	99.98%	13,461.38	23,200.00	-9,738.62	58.02%
Postage	200.00	150.00	50.00	133.33%	2,127.65	1,650.00	477.65	128.95%
Professional Services	1,320.00	4,000.00	-2,680.00	33.00%	61,365.19	53,500.00	7,865.19	114.70%
Rentals/Misc		0.00	0.00		-350.00	0.00	-350.00	
Training / Travel	104.60	125.00	-20.40	83.68%	942.64	1,375.00	-432.36	68.56%
Utilities	5,125.49	1,650.00	3,475.49	310.64%	20,599.52	18,150.00	2,449.52	113.50%
<b>Total Maint &amp; Operations (GG)</b>	<b>\$ 39,788.28</b>	<b>\$ 11,735.00</b>	<b>\$ 28,053.26</b>	<b>339.06%</b>	<b>\$ 221,488.77</b>	<b>\$ 215,686.00</b>	<b>\$ 5,803.77</b>	<b>102.69%</b>
Payroll (GG)		0.00	0.00		0.00	0.00	0.00	
Employee Benefits	2,730.58	2,979.25	-248.67	91.65%	21,661.63	32,771.75	-11,110.12	66.10%
Salary / Wage / Payroll Tax		9,174.83	-9,174.83	0.00%	109,651.69	100,923.13	8,728.56	108.65%
<b>Total Payroll (GG)</b>	<b>\$ 2,730.58</b>	<b>\$ 12,154.08</b>	<b>-\$ 9,423.50</b>	<b>22.47%</b>	<b>\$ 131,313.32</b>	<b>\$ 133,694.88</b>	<b>-\$ 2,381.56</b>	<b>98.22%</b>
<b>Total General Government</b>	<b>\$ 42,518.84</b>	<b>\$ 23,889.08</b>	<b>\$ 18,629.76</b>	<b>177.98%</b>	<b>\$ 352,802.09</b>	<b>\$ 349,379.88</b>	<b>\$ 3,422.21</b>	<b>100.98%</b>
Police Department		0.00	0.00		0.00	0.00	0.00	
Capital Outlay (PD)		0.00	0.00		70,207.19	0.00	70,207.19	
Maint & Operations (PD)		0.00	0.00		0.00	0.00	0.00	
ALL Insurance		800.00	-800.00	0.00%	15,048.03	8,800.00	6,248.03	171.00%
Attorney & Judge	2,000.00	2,100.00	-100.00	95.24%	21,000.00	23,100.00	-2,100.00	90.91%
Credit Card Fees	140.38	100.00	40.38	140.38%	1,208.91	1,100.00	108.91	109.90%
Fuel	2,948.25	3,000.00	-51.75	98.26%	29,885.39	33,000.00	-3,114.61	90.56%
Jail / Prisoner Fees		200.00	-200.00	0.00%	4,345.44	2,200.00	2,145.44	197.52%
K9/Animal Control/Code		100.00	-100.00	0.00%	183.81	1,100.00	-916.19	16.71%
Office Supplies / Expenses	373.57	375.00	-1.43	99.62%	4,168.06	4,125.00	43.06	101.04%
OSBI/OTHER Fees	1,477.07	1,700.00	-222.93	86.89%	13,198.21	18,700.00	-5,501.79	70.58%
Parts / Supplies / Repairs	968.45	1,000.00	-31.55	96.85%	14,150.91	11,000.00	3,150.91	128.64%
PD Grant Expenditures		11,000.00	-11,000.00	0.00%	5,070.00	11,000.00	-5,930.00	46.09%
Phone / Internet / IT	2,839.63	2,670.00	169.63	106.35%	29,607.83	29,370.00	237.83	100.81%
Training / Travel / Dues	1,082.00	400.00	682.00	270.50%	2,183.05	4,400.00	-2,216.95	49.61%
Uniforms		400.00	-400.00	0.00%	1,391.78	4,400.00	-3,008.22	31.63%
Utilities	408.56	200.00	208.56	204.28%	1,265.76	2,200.00	-934.24	57.53%
<b>Total Maint &amp; Operations (PD)</b>	<b>\$ 12,237.91</b>	<b>\$ 24,045.00</b>	<b>-\$ 11,807.09</b>	<b>50.90%</b>	<b>\$ 142,707.18</b>	<b>\$ 154,495.00</b>	<b>-\$ 11,787.82</b>	<b>92.37%</b>
Payroll (PD)		0.00	0.00		0.00	0.00	0.00	
Employee Benefits	11,176.27	12,738.92	-1,562.65	87.73%	118,322.01	140,128.12	-21,806.11	84.44%
Salary / Wage / Payroll Tax		35,363.17	-35,363.17	0.00%	366,238.86	389,214.87	-22,976.01	94.10%
<b>Total Payroll (PD)</b>	<b>\$ 11,176.27</b>	<b>\$ 48,122.09</b>	<b>-\$ 36,945.82</b>	<b>23.22%</b>	<b>\$ 484,560.87</b>	<b>\$ 529,342.99</b>	<b>-\$ 44,782.12</b>	<b>91.54%</b>
<b>Total Police Department</b>	<b>\$ 23,414.18</b>	<b>\$ 72,167.09</b>	<b>-\$ 48,752.91</b>	<b>32.44%</b>	<b>\$ 697,475.24</b>	<b>\$ 683,837.99</b>	<b>\$ 13,637.25</b>	<b>101.99%</b>
<b>Total Expenses</b>	<b>\$ 75,749.98</b>	<b>\$ 109,707.92</b>	<b>-\$ 33,957.94</b>	<b>69.05%</b>	<b>\$ 1,314,330.36</b>	<b>\$ 1,255,435.12</b>	<b>\$ 58,895.24</b>	<b>104.69%</b>
<b>Net Operating Income</b>	<b>\$ 24,328.41</b>	<b>-\$ 1,062.92</b>	<b>\$ 25,391.33</b>	<b>-2288.83%</b>	<b>\$ 477,114.42</b>	<b>\$ 98,109.88</b>	<b>\$ 379,004.54</b>	<b>486.31%</b>
<b>Other Income</b>								
Transfer from LWPA		0.00	0.00		0.00	0.00	0.00	
<b>Total Other Income</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	
<b>Other Expenses</b>								
Payroll Suspense	48,689.78	0.00	48,689.78		48,689.78	0.00	48,689.78	
Suspense		0.00	0.00		0.00	0.00	0.00	
Transfer to LPWA		1,000.00	-1,000.00	0.00%	0.00	11,000.00	-11,000.00	0.00%
Transfers In/Out	2,015.56	0.00	2,015.56		151,391.04	0.00	151,391.04	
ARPA Funds		0.00	0.00		0.00	81,000.00	-81,000.00	0.00%
<b>Total Transfers In/Out</b>	<b>\$ 2,015.56</b>	<b>\$ 0.00</b>	<b>\$ 2,015.56</b>		<b>\$ 151,391.04</b>	<b>\$ 81,000.00</b>	<b>\$ 70,391.04</b>	<b>186.90%</b>
Transfers In/Out (GG)		0.00	0.00		0.00	0.00	0.00	
<b>Total Other Expenses</b>	<b>\$ 50,705.34</b>	<b>\$ 1,000.00</b>	<b>\$ 49,705.34</b>	<b>5070.53%</b>	<b>\$ 200,080.82</b>	<b>\$ 92,000.00</b>	<b>\$ 108,080.82</b>	<b>217.48%</b>
<b>Net Other Income</b>	<b>-\$ 50,705.34</b>	<b>-\$ 1,000.00</b>	<b>-\$ 49,705.34</b>	<b>5070.53%</b>	<b>-\$ 200,080.82</b>	<b>-\$ 92,000.00</b>	<b>-\$ 108,080.82</b>	<b>217.48%</b>
<b>Net Income</b>	<b>-\$ 26,376.93</b>	<b>-\$ 2,062.92</b>	<b>-\$ 24,314.01</b>	<b>1278.62%</b>	<b>\$ 277,033.60</b>	<b>\$ 6,109.88</b>	<b>\$ 270,923.72</b>	<b>4534.19%</b>

**Luther Public Works Authority**  
**Budget vs. Actuals: May 2026 & YTD**  
 July 2025 - May 2026

	May 2026				Total			
	Actual	Budget	over Budget	% of Budget	Actual	Budget	over Budget	% of Budget
<b>Income</b>								
Grant Revenue		0.00	0.00		0.00	0.00	0.00	
Interest Revenue	234.80		234.80		1,174.10	0.00	1,174.10	
Other/Tower Rent	1,071.50	1,400.00	-328.50	76.54%	14,608.26	15,400.00	-791.74	94.86%
Permits/Tap Fees		75.00	-75.00	0.00%	0.00	825.00	-825.00	0.00%
Sales Tax		0.00	0.00		0.00	0.00	0.00	
Utility Revenue (Daily Deposit)	35,542.73	34,505.00	1,037.73	103.01%	411,905.49	379,555.00	32,350.49	108.52%
Water Drop/Wastewater Dump	90.00	175.00	-85.00	51.43%	4,420.00	1,925.00	2,495.00	229.61%
<b>Total Income</b>	<b>\$ 36,939.03</b>	<b>\$ 36,155.00</b>	<b>\$ 784.03</b>	<b>102.17%</b>	<b>\$ 432,107.85</b>	<b>\$ 397,705.00</b>	<b>\$ 34,402.85</b>	<b>108.65%</b>
<b>Expenses</b>								
Capital Outlay	36,744.67	0.00	36,744.67		36,744.67	30,000.00	6,744.67	122.48%
Debt Service - 2020 Truck		0.00	0.00		0.00	0.00	0.00	
Grant Expenditures		0.00	0.00		0.00	0.00	0.00	
LPWA Maintenance & Operations		0.00	0.00		0.00	0.00	0.00	
Accounting Services	450.00	425.00	25.00	105.88%	11,897.50	11,250.00	647.50	105.76%
Billing Software		3,400.00	-3,400.00	0.00%	1,207.15	4,000.00	-2,792.85	30.18%
Credit Card/Bank Fees	272.57	350.00	-77.43	77.88%	2,684.34	3,850.00	-1,165.66	69.72%
Dues, Fees, Training, Licenses		150.00	-150.00	0.00%	1,259.90	1,650.00	-390.10	76.36%
Fuel		210.00	-210.00	0.00%	1,960.52	2,310.00	-349.48	84.87%
Insurance	767.92	700.00	67.92	109.70%	15,845.91	7,700.00	8,145.91	205.79%
Legal Notice Publications		20.00	-20.00	0.00%	181.64	220.00	-38.36	82.56%
Office Supplies / Expenses	499.99	200.00	299.99	250.00%	4,386.36	3,200.00	1,186.36	137.07%
Phones / Internet / IT	1,088.08	650.00	438.08	167.40%	9,412.31	9,350.00	62.31	100.67%
Postage & Equip		275.00	-275.00	0.00%	2,091.05	3,025.00	-933.95	69.13%
Repairs/Mtrnce/Labor/Airgas	1,767.70	700.00	1,067.70	252.53%	5,905.84	12,600.00	-6,694.16	46.87%
Uniforms	68.86	230.00	-161.14	29.94%	765.08	2,530.00	-1,764.92	30.24%
Utilities	753.75	325.00	428.75	231.92%	4,995.89	3,575.00	1,420.89	139.75%
<b>Total LPWA Maintenance &amp; Operations</b>	<b>\$ 5,668.87</b>	<b>\$ 7,635.00</b>	<b>-\$ 1,966.13</b>	<b>74.26%</b>	<b>\$ 62,593.49</b>	<b>\$ 65,260.00</b>	<b>-\$ 2,666.51</b>	<b>95.91%</b>
Personnel Services		0.00	0.00		0.00	0.00	0.00	
Employee Benefits	3,402.95	2,690.00	712.95	126.50%	32,621.38	29,572.00	3,049.38	110.31%
Salaries / Wages / Payroll Tax	12,848.63	12,402.00	446.63	103.60%	132,774.49	135,976.00	-3,201.51	97.65%
<b>Total Personnel Services</b>	<b>\$ 16,251.58</b>	<b>\$ 15,092.00</b>	<b>\$ 1,159.58</b>	<b>107.68%</b>	<b>\$ 165,395.87</b>	<b>\$ 165,548.00</b>	<b>-\$ 152.13</b>	<b>99.91%</b>
Sanitation Service		0.00	0.00		0.00	0.00	0.00	
Billing Software		0.00	0.00		1,207.15	0.00	1,207.15	
Collection Fee	9,863.70	9,600.00	263.70	102.64%	86,778.82	105,600.00	-18,821.18	82.18%
Fuel		100.00	-100.00	0.00%	490.45	1,100.00	-609.55	44.59%
Uniforms	68.11	0.00	68.11		762.42	0.00	762.42	
<b>Total Sanitation Service</b>	<b>\$ 9,921.81</b>	<b>\$ 9,700.00</b>	<b>\$ 221.81</b>	<b>102.29%</b>	<b>\$ 89,238.84</b>	<b>\$ 106,700.00</b>	<b>-\$ 17,461.16</b>	<b>83.64%</b>
Sewer System		0.00	0.00		0.00	0.00	0.00	
Billing Software		0.00	0.00		1,207.14	0.00	1,207.14	
Fuel		150.00	-150.00	0.00%	861.84	1,650.00	-788.16	52.23%
Insurance	767.91	0.00	767.91		4,198.95	0.00	4,198.95	
Repairs / Maintenance	928.00	1,200.00	-272.00	77.33%	8,954.25	15,200.00	-6,245.75	58.91%
Supplies / Fees	37.00	300.00	-263.00	12.33%	125.78	7,300.00	-7,174.22	1.72%
Uniforms	68.11	0.00	68.11		761.34	0.00	761.34	
Utilities	824.05	375.00	449.05	219.75%	5,842.87	4,125.00	1,717.87	141.65%
<b>Total Sewer System</b>	<b>\$ 2,625.07</b>	<b>\$ 2,025.00</b>	<b>\$ 600.07</b>	<b>129.63%</b>	<b>\$ 21,952.17</b>	<b>\$ 28,275.00</b>	<b>-\$ 6,322.83</b>	<b>77.64%</b>
Town mtc - not water or sewer			0.00		0.00	0.00	0.00	
Vehicle Insurance			0.00		1,074.53	0.00	1,074.53	
<b>Total Town mtc - not water or sewer</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>		<b>\$ 1,074.53</b>	<b>\$ 0.00</b>	<b>\$ 1,074.53</b>	
Water System		0.00	0.00		0.00	0.00	0.00	
Billing Software		0.00	0.00		1,207.14	0.00	1,207.14	
DEQ Water Testing/Permits	32.00	1,000.00	-968.00	3.20%	10,433.61	12,000.00	-1,566.39	86.95%
Fuel		140.00	-140.00	0.00%	1,000.00	1,540.00	-540.00	64.94%

Insurance	767.92	0.00	767.92		4,198.96	0.00	4,198.96	
Meters	4,347.09	300.00	4,047.09	1449.03%	5,563.96	2,400.00	3,163.96	231.83%
Repairs / Maintenance	309.37	1,000.00	-690.63	30.94%	7,702.97	11,000.00	-3,297.03	70.03%
Supplies	530.56	1,000.00	-469.44	53.06%	7,069.13	11,000.00	-3,930.87	64.26%
Uniforms	68.11	0.00	68.11		761.34	0.00	761.34	
Utilities	920.31	625.00	295.31	147.25%	6,279.69	6,875.00	-595.31	91.34%
<b>Total Water System</b>	<b>\$ 6,975.36</b>	<b>\$ 4,065.00</b>	<b>\$ 2,910.36</b>	<b>171.60%</b>	<b>\$ 44,216.80</b>	<b>\$ 44,815.00</b>	<b>-\$ 598.20</b>	<b>98.67%</b>
<b>Total Expenses</b>	<b>\$ 78,187.36</b>	<b>\$ 38,517.00</b>	<b>\$ 39,670.36</b>	<b>202.99%</b>	<b>\$ 421,216.37</b>	<b>\$ 440,598.00</b>	<b>-\$ 19,381.63</b>	<b>95.60%</b>
<b>Net Operating Income</b>	<b>-\$ 41,248.33</b>	<b>-\$ 2,362.00</b>	<b>-\$ 38,886.33</b>	<b>1746.33%</b>	<b>\$ 10,891.48</b>	<b>-\$ 42,893.00</b>	<b>\$ 53,784.48</b>	<b>-25.39%</b>
<b>Other Income</b>								
Transfer from Capital Improvement		0.00	0.00		30,000.00	30,000.00	0.00	100.00%
Transfers In/Out	359.06	1,000.00	-640.94	35.91%	9,631.36	11,000.00	-1,368.64	87.56%
<b>Total Other Income</b>	<b>\$ 359.06</b>	<b>\$ 1,000.00</b>	<b>-\$ 640.94</b>	<b>35.91%</b>	<b>\$ 39,631.36</b>	<b>\$ 41,000.00</b>	<b>-\$ 1,368.64</b>	<b>96.66%</b>
<b>Other Expenses</b>								
Payroll Suspense		0.00	0.00		0.00	0.00	0.00	
<b>Total Other Expenses</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	
<b>Net Other Income</b>	<b>\$ 359.06</b>	<b>\$ 1,000.00</b>	<b>-\$ 640.94</b>	<b>35.91%</b>	<b>\$ 39,631.36</b>	<b>\$ 41,000.00</b>	<b>-\$ 1,368.64</b>	<b>96.66%</b>
<b>Net Income</b>	<b>-\$ 40,889.27</b>	<b>-\$ 1,362.00</b>	<b>-\$ 39,527.27</b>	<b>3002.15%</b>	<b>\$ 50,522.84</b>	<b>-\$ 1,893.00</b>	<b>\$ 52,415.84</b>	<b>-2668.93%</b>

Wednesday, Jun 03, 2026 10:55:51 AM GMT-7 - Accrual Basis

sales and use tax receipts for fiscal year 2025-2026

transfer amount

month/year rec'd	Total sales tax rec'd	Total use tax rec'd	TOTAL SALES AND USE	12.5% sales to cap imp	12.5% use to cap imp	TOTAL TO Cap Imp	TOTAL TO Sales Tax	TOTAL TO Use Tax	confirm calculations
Jul-25	52,296.35	16,968.34	69,264.69	6,537.04	2,121.04	8,658.09	45,759.31	14,847.30	69,264.69
Aug-25	47,867.51	12,534.56	60,402.07	5,983.44	1,566.82	7,550.26	41,884.07	10,967.74	60,402.07
Sep-25	69,332.22	19,016.93	88,349.15	8,666.53	2,377.12	11,043.64	60,665.69	16,639.81	88,349.15
Oct-25	57,418.16	15,096.68	72,514.84	7,177.27	1,887.08	9,064.35	50,240.89	13,209.60	72,514.84
Nov-25	58,582.37	20,720.33	79,302.70	7,322.80	2,590.04	9,912.84	51,259.57	18,130.29	79,302.70
Dec-25	72,016.54	87,651.13	159,667.67	9,002.07	10,956.39	19,958.46	63,014.47	76,694.74	159,667.67
Jan-26	72,497.79	28,825.88	101,323.67	9,062.22	3,603.23	12,665.45	63,435.57	25,222.65	101,323.67
Feb-26	58,901.17	45,786.61	104,687.78	7,362.65	5,723.33	13,085.97	51,538.52	40,063.28	104,687.78
Mar-26	57,281.97	16,401.94	73,683.91	7,160.25	2,050.24	9,210.49	50,121.72	14,351.70	73,683.91
Apr-26	53,670.09	24,803.35	78,473.44	6,708.76	3,100.42	9,809.18	46,961.33	21,702.93	78,473.44
May-26	53,760.09	24,803.35	78,563.44	6,720.01	3,100.42	9,820.43	47,040.08	21,702.93	78,563.44
Jun-26									9,809.18
Jul-26									9820.43

\$27,251.99

division off by one penny

\$38,935.65

division off by one penny

\$34,961.92

9,809.18

9820.43

0

Every Quarter a transfer needs to be made from the Town Gen Fund to the Capital Improvement Fund

**Town Of Luther**  
**Deposit Register**  
*For Outstanding Deposits*  
**For From 7/1/2010 Thru 5/31/2026**

Account	Customer Name	Reference #	Deposit Date	Refund Date	Deposit Amount	Refund Amount	Outstanding
<b>Total DEPOSIT</b>					<b>\$38,295.80</b>	<b>(\$0.50)</b>	<b>\$38,295.30</b>
02-1309.02	Nighthawk Holdings, LLC	07090D	6/24/2024		\$100.00	\$0.00	\$100.00
<b>Total CREDIT CARD for LANDFILL Commercial</b>					<b>\$100.00</b>	<b>\$0.00</b>	<b>\$100.00</b>
<b>Total LANDFILL Commercial</b>					<b>\$100.00</b>	<b>\$0.00</b>	<b>\$100.00</b>
02-0685.02	Dorsey & Sandra Robinson	111124	10/13/2025		\$50.00	\$0.00	\$50.00
02-1565.00	Randy Bellows	852997	12/16/2019		\$50.00	\$0.00	\$50.00
02-1628.01	Chante & Andrew Gerred	470026	12/29/2025		\$50.00	\$0.00	\$50.00
02-1652.00	Emmaline Kuhn	547749	10/15/2025		\$50.00	\$0.00	\$50.00
<b>Total CREDIT CARD for TRASH</b>					<b>\$200.00</b>	<b>\$0.00</b>	<b>\$200.00</b>
02-0826.00	Angela & Walter Cox	3557	8/2/2010		\$25.00	\$0.00	\$25.00
<b>Total CHECK for TRASH</b>					<b>\$25.00</b>	<b>\$0.00</b>	<b>\$25.00</b>
<b>Total TRASH</b>					<b>\$225.00</b>	<b>\$0.00</b>	<b>\$225.00</b>
02-0844.00	Staci Pickens		10/29/2010		\$80.00	\$0.00	\$80.00
<b>Total CASH for WATER</b>					<b>\$80.00</b>	<b>\$0.00</b>	<b>\$80.00</b>
02-0842.00	KIM TRENARY		10/29/2010		\$80.00	\$0.00	\$80.00
<b>Total CREDIT CARD for WATER</b>					<b>\$80.00</b>	<b>\$0.00</b>	<b>\$80.00</b>
02-0840.00	Greg & Hope Kuhlman	2018	10/15/2010		\$80.00	\$0.00	\$80.00
<b>Total CHECK for WATER</b>					<b>\$80.00</b>	<b>\$0.00</b>	<b>\$80.00</b>
<b>Total WATER</b>					<b>\$240.00</b>	<b>\$0.00</b>	<b>\$240.00</b>
<b>Total Deposits Outstanding:</b>							<b>\$38,860.30</b>

**TOWN OF LUTHER**

**TOWN BUDGET for FYE June 30 2027**

**REVENUE**

	<u>JULY</u>	<u>AUG</u>	<u>SEPT</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUNE</u>	<u>TOTAL</u>	<u>notes</u>
Sales Tax	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	53,000	603,000	
Sales-Use Tax Cap Improvement	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	110,400	
Cigarette Tax	350	350	350	350	350	350	350	350	350	350	350	350	4,200	
Gasoline Tax	220	220	220	220	220	220	220	220	220	220	220	220	2,640	
Use Tax	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	222,000	
Franchise Tax	600	41,500	600	600	600	600	600	600	600	600	600	600	48,100	
Alcohol/MV/Resale Tax	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,225	15,525	1,005,865
Grant Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	
Interest/Ins Subsidy	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	33,600	
Licenses/Permits	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000	
SRO +Kodi Reimbursement	14,800	14,800	14,800	14,800	14,800	14,800	14,800	14,800	14,800	14,800	14,800	14,800	177,600	
Other/Rents/Fees	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	
Fines & Forfeitures	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	144,000	
<b>Total Revenue</b>	<b>\$113,270</b>	<b>\$154,170</b>	<b>\$113,270</b>	<b>\$113,270</b>	<b>\$113,270</b>	<b>\$113,270</b>	<b>\$113,270</b>	<b>\$113,270</b>	<b>\$113,270</b>	<b>\$113,270</b>	<b>\$113,270</b>	<b>\$116,195</b>	<b>\$1,403,065</b>	1,403,065

wages: (inc holiday pay)

Police:

Chief	5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$63,000	\$28.34
Chief OT	340	\$340	\$340	\$340	\$340	\$340	340	\$340	\$340	\$340	\$340	\$340	\$4,081	8
Court Clerk	3,030	3,030	3,030	3,030	3,030	3,030	3,030	3,030	3,030	3,030	3,030	3,030	36,358	\$17.48
Court Clerk Overtime	52	52	52	52	52	52	52	52	52	52	52	52	629	2
Captain Pay	4,946	4,946	4,946	4,946	4,946	4,946	4,946	4,946	4,946	4,946	4,946	4,946	59,354	\$26.70
Captain Overtime	320	320	320	320	320	320	320	320	320	320	320	320	3,845	8
Pay	3,825	3,825	3,825	3,825	3,825	3,825	3,825	3,825	3,825	3,825	3,825	3,825	45,905	\$20.65
Overtime	93	93	93	93	93	93	93	93	93	93	93	93	1,115	3
Pay	4,485	4,485	4,485	4,485	4,485	4,485	4,485	4,485	4,485	4,485	4,485	4,485	53,819	\$24.21
Overtime	109	109	109	109	109	109	109	109	109	109	109	109	1,307	3
Pay	4,485	4,485	4,485	4,485	4,485	4,485	4,485	4,485	4,485	4,485	4,485	4,485	53,819	\$24.21
Overtime	218	218	218	218	218	218	218	218	218	218	218	218	2,615	6
Pay	4,392	4,392	4,392	4,392	4,392	4,392	4,392	4,392	4,392	4,392	4,392	4,392	52,707	\$23.71
Overtime	107	107	107	107	107	107	107	107	107	107	107	107	1,280	3
Pay	3,499	3,499	3,499	3,499	3,499	3,499	3,499	3,499	3,499	3,499	3,499	3,499	41,992	\$18.89
Overtime	85	85	85	85	85	85	85	85	85	85	85	85	1,020	3
Reserve Pay	435	435	435	435	435	435	435	435	435	435	435	435	5,220	
<b>Police Wages</b>	<b>\$35,672</b>	<b>\$35,672</b>	<b>\$35,672</b>	<b>\$35,672</b>	<b>\$35,672</b>	<b>\$35,672</b>	<b>\$35,672</b>	<b>\$35,672</b>	<b>\$35,672</b>	<b>\$35,672</b>	<b>\$35,672</b>	<b>\$35,672</b>	<b>\$428,067</b>	428,067

Fire Chief/Emergency Mgr

	5,952	5,952	5,952	5,952	5,952	5,952	5,952	5,952	5,952	5,952	5,952	5,952	71,424	
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Town Hall:

Town Mgr/Clerk-Treas/FPA	\$7,688	\$7,688	\$7,688	\$7,688	\$7,688	\$7,688	\$7,688	\$7,688	\$7,688	\$7,688	\$7,688	\$7,688	\$92,256	\$44.35
Town Manager Overtime	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0
Administrative Assistant	3,311	3,311	3,311	3,311	3,311	3,311	3,311	3,311	3,311	3,311	3,311	3,311	\$39,728	\$19.10
Admin Asst Overtime	129	129	129	129	129	129	129	129	129	129	129	129	\$1,547	5
Employer FICA	1,533	1,533	1,533	1,533	1,533	1,533	1,533	1,533	1,533	1,533	1,533	1,533	\$18,390	
Employer - Unemployment tax	478	478	478	478	478	478	478	478	478	478	478	478	\$5,737	1.00%
ALL workers comp	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	\$13,200	
<b>Total compensation expense</b>	<b>55,863</b>	<b>55,863</b>	<b>55,863</b>	<b>55,863</b>	<b>55,863</b>	<b>55,863</b>	<b>55,863</b>	<b>55,863</b>	<b>55,863</b>	<b>55,863</b>	<b>55,863</b>	<b>55,863</b>	<b>670,350</b>	670,350

# 11/12





Transfer in from Gen Fund Balance	0	0	0	0	0	0	0	0	0	0	0	0	0
Transfers <b>in</b> /(out) CAP IMP	0	0	0			0	0	0	0	0	0	0	0
Transfers <b>in</b> /(out) TECH FUND	0			0	0	0	0	0	0	0	0	0	0
Transfers in/( <b>out</b> ) LPWA debt*	0	0	0	0	0	0	0	0	0	0	0	0	0
Transfers in/( <b>out</b> ) to LPWA M&O	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	0
	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	0
<b>Net</b>	\$2,949	\$43,849	(\$7,751)	\$2,949	\$2,949	(\$28,649)	\$2,949	\$2,949	(\$7,751)	\$2,949	(\$8,051)	(\$12,326)	(\$2,982)

9,017.63

JUNE 30 PROJECTED	<b>\$295,000.00</b>
<b>CAPITAL IMPROVEMENT FUND BAL</b>	
<hr/>	
PD VEHICLE	90,000.00
	<hr/>
	90,000.00
	<hr/>
SUBTOTAL	\$205,000.00
TRANSFER TO <b>LPWA</b> FOR CAP IMP	<hr/>
	\$30,000.00
	<hr/>
BALANCE	
QUARTERLY DEPOSITS ARE MADE INTO CAP IMP FUND	

JUNE 30 PROJECTED	<b>\$43,958.00</b>
<b>TECH FEE FUND BALANCE</b>	
<hr/>	
MuniCode updates	\$12,000.00
	<hr/>
	\$12,000.00
	<hr/>
	<b>\$13,000.00</b>
	TECH FEE FUND BALANCE (FUNDS ARE ADDED MONTHLY)

Capital Improvement Plan

	FY 27	FY 28	FY29	FY30	FY31	FY 32	FY33	FY 34	FY 35
FD Rescue			120000						
FD Command Vehicle		100000							
FD Engine					500000				
Lift Station 1 upgrades	30000								
Lift Station 2 upgrades		30000							
Police cruiser	90000		100000		100000		100000		100000
Sewer main replacement				500000		500000		500000	
Water main replacement				500000		500000		500000	
Rescue Station/Bunkhouse/EOC		350000							
Street resurfacing			50000		50000		100000		100000
Town Hall Audio/Visual upgrades		2500							
Lift Station 3 Upgrades				30000					
Booker T Washington Park Updates			50000						
BWT School Mitigation/Updates			350000						
Old Town Hall Asbestos		50000							
Sewer Lagoon Upgrades			75000	750000	1000000				

**RESOLUTION NO. 2026-04R**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE LUTHER PUBLIC WORKS AUTHORITY, LUTHER, OKLAHOMA, ADOPTING THE FISCAL YEAR 2026-2027 ANNUAL BUDGET FOR THE LUTHER PUBLIC WORKS AUTHORITY**

**WHEREAS**, the Board of Trustees of the LUTHER PUBLIC WORKS AUTHORITY, Luther, Oklahoma (LPWA), desires for the provisions of the Municipal Budget Act (11 O.S. §17-201, et seq.) (“Act”) to serve as a guide to the budget process of the LPWA; and,

**WHEREAS**, the Public Hearing process set forth in the Act was completed by the Board of Trustees of the Town of Luther, and included the budget for the LPWA; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE LUTHER PUBLIC WORKS AUTHORITY, OKLAHOMA, THAT** the Fiscal Year 2026-2027 Annual Budget for the Luther Public Works Authority is hereby approved.

**ADOPTED BY THE TRUSTEES OF THE LUTHER PUBLIC WORKS AUTHORITY ON THIS 9TH DAY OF JUNE, 2026.**

\_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
TOWN CLERK

Approved as to form and legality:

\_\_\_\_\_  
TOWN ATTORNEY

**LEASE AGREEMENT 2026**  
**Town of Luther**  
**and**  
**Luther Public Schools**

**WHEREAS**, the Town of Luther, desires to enter into an agreement with Luther Public Schools, concerning the use of the Baseball Field at Wildhorse Park, generally located at 455 NE 4<sup>th</sup> Street, owned by the Town of Luther.

**WHEREAS**, Luther Public Schools, desires to enter into an agreement whereby they can utilize the Baseball Field at Wildhorse Park, which is property owned by Town of Luther.

**NOW, THEREFORE**, in consideration of the following premises and covenants contained herein, the parties agree as follows:

1. Luther Public Schools shall be allowed to use the Baseball Field at Wildhorse Park in the Town of Luther for the period from July 1, 2026, through June 30, 2027.
2. The Town of Luther will charge a lease fee of \$750.00 and will supply water and trash service as utilities included in this agreement. The lease fee will be due upon the first day of the requested lease date.
3. Luther Public Schools shall maintain the above-described property and shall keep it mowed, trimmed/edged, fertilized, and in good condition for the duration of the lease. This includes all areas utilized for baseball and football.
4. Neither party will sublease or assign this lease agreement to any other party without a written agreement of both parties. The Town of Luther may have certain events conducted on the property and will coordinate with Luther Public Schools for said events. In turn, Luther Public Schools will provide a copy of its athletic schedule to the Town of Luther to help better communicate needs in advance.
5. Any expenses incurred by Luther Public Schools, for upkeep, maintenance or otherwise accumulated, will not be reimbursed by the Town of Luther and will be the sole responsibility of Luther Public Schools.
6. Luther Public Schools shall provide all building maintenance for the facility including sewer backups, running faucets or toilets, and general maintenance.

**Contract can be voided by either party with a 30 day notice. This notice shall not be expected to automatically renew at any point in time.**

In consideration of the mutual promises contained herein, the parties execute this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

In consideration of the mutual promises contained herein, the parties execute this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
School Board Member

\_\_\_\_\_  
School Board Member

\_\_\_\_\_  
School Board Member

\_\_\_\_\_  
School Board Member

\_\_\_\_\_  
School Board Member

**LEASE AGREEMENT 2026**  
**Town of Luther**  
**and**  
**Luther Little League**

**WHEREAS**, the Town of Luther, the party of the first part, desires to enter into an agreement with Luther Little League, the party of the second part, concerning the use of the concession stand and Fields #1, #2 and #3 Fields at Wildhorse Park, owned by the Town of Luther.

**WHEREAS**, the party of the second part, desires to enter into an agreement whereby they can utilize the concession stand and #1, #2 and #3 Fields at Wildhorse Park, which is property owned by Town of Luther, party of the first part.

**NOW, THEREFORE**, in consideration of the following premises and covenants contained herein, the parties agree as follows:

1. The party of the second part shall be allowed to use the concession stand and #1, #2 and #3 Fields at Wildhorse Park in the Town of Luther for the period from June 30, 2026 through July 1, 2027.
2. The Town of Luther, party of the first part, will charge a lease fee of **\$300.00** and will supply water and trash service as utilities included in this agreement. The lease fee will be due upon the first day of the requested lease date.
3. The party of the second part, shall maintain the above described property and shall keep it mowed, edged/trimmed, fertilized, and in good condition for the duration of the lease.
4. Neither party will sublease or assign this lease agreement to any other party without a written agreement of both parties. The party of the first part may have certain events conducted on the requested property and will coordinate with the party of the second part for said events.
5. Any expenses incurred by the party of the second part, for upkeep, maintenance or otherwise accumulated, will not be reimbursed by the party of the first part and will be the sole responsibility of the party of the second part. This shall include water overruns, sewer backups, and other maintenance issues.

**Contract can be voided by either party with a 30 day notice. This notice shall not be expected to automatically renew at any point in time.**

In consideration of the mutual promises contained herein, the parties execute this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Manager/Clerk

In consideration of the mutual promises contained herein, the parties execute this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Luther Little League Officer

\_\_\_\_\_  
Luther Little League Officer

## INTRODUCTION

The general policies, program guidelines, and criteria set forth here are intended to constitute general guidelines and standards for REAP applications, review, and consideration by ACOG. These criteria shall not be deemed exclusive, and in all instances each application and project must be reviewed and considered on its own individual merits.

ACOG is an organization of, by, and for local governments that allows member entities to work in partnership to address issues or problems common to many jurisdictions. This regional cooperation serves to strengthen both the individual and collective capabilities of local governments.

The Rural Economic Action Plan (REAP) Program purpose is to provide funding for small, rural communities with populations under 7,000, and to give priority to much smaller communities. Projects must be located in the ACOG service area, Central Oklahoma (see Attachment A). The funds must be used for public activities and cannot be used on private property or for private business opportunities.

The criteria and standards set forth shall accordingly be interpreted and applied so as to allow sufficient flexibility in the ultimate exercise of ACOG's judgment and discretion. All projects that meet the guidelines of Oklahoma Statutes, Section 2008 of Title 62, will be reviewed and rated. Decisions on funding projects and amounts are at the sole discretion of ACOG. The ACOG Board of Directors reserves the right to modify this plan as a whole or any part to comply with federal, state, and local laws and regulations. The ACOG Board of Directors also reserves the right to modify this plan to meet current and future needs of the entities it serves.

Funds from the REAP account will be distributed on projects as awarded by the ACOG Board of Directors based on an evaluation of safety, health, and financial needs in the ACOG service area. Points will be awarded based on the ACOG REAP Rating Criteria.

## ELIGIBLE PROJECTS

In the following Oklahoma Statutes, Section 2008 of Title 62, as amended by HB3291, 52nd Legislature, Second Regular Session 2010, all projects must fall into one of the following ten (10) activities to be considered eligible for funding:

1. Rural water quality projects, including acquisition, treatment, distribution, and recovery of water for consumption by humans or animals, or both
2. Rural solid waste disposal, treatment, or similar projects
3. Rural sanitary sewer construction or improvement projects
4. Rural road or street construction or improvement projects
5. Provision of rural fire protection services and public safety services
6. Expenditures designed to increase the employment level within the jurisdiction of the entity
7. Provision of health care services, including emergency medical care, in rural areas
8. Construction or improvement of telecommunication facilities or systems
9. Improvement of municipal energy distribution systems
10. Community buildings, courthouses, town halls, senior nutrition centers, meeting rooms or similar public facilities

At least eighty percent (80%) of all funds expended shall be for projects that fall under activities 1-6 as set forth above.

The following examples of projects listed under each category are intended to be illustrative and

are not intended to be exhaustive or exclusive and are intended to serve as practical guidelines for projects that can be funded under each category.

1. **Rural water quality projects**, including acquisition, treatment, distribution, and recovery of water for consumption by humans or animals or both, including but not limited to the following projects for installation, construction, rehabilitation, reconstruction, operation or maintenance of water systems:
  - a. Land acquisition for water projects
  - b. Costs for planning, engineering, and designing water projects
  - c. Costs for hydraulic testing and analysis
  - d. Wells, test wells, well houses, blending stations, chlorine booster stations, water towers, standpipes, water storage tanks, pump houses, water treatment plants, security fencing, and other water related structures
  - e. Waterlines, pumps, pressure booster pumps, transfer pumps, motors, valves, shut off valves, fire hydrants, water meters, master meters, emergency generators, metal detectors to locate pipes, filters, filter media, water chlorinator, telemetry monitoring system with alarms, or other water related equipment or parts.
  - f. Backhoes, trenches or other water related vehicles are required to install or maintain water systems. Equipment for Conservation District projects through eligible sponsors (added by amendment)
2. **Rural solid waste disposal, treatment or similar projects**, including but not limited to the following projects for installation, construction, rehabilitation, reconstruction, operation, or maintenance of solid waste systems:
  - a. Land acquisition for solid waste projects
  - b. Costs for planning, engineering and designing solid waste projects
  - c. Collection facilities, landfills, transfer stations and other solid waste related structures
  - d. Packer trucks and other solid waste related vehicles.
  - e. Dumpsters, poly carts and other solid waste related equipment
3. **Rural sanitary sewer construction or improvement projects**, including but not limited to the following projects for installation, construction, rehabilitation, reconstruction, operation, or maintenance of sanitary sewer systems:
  - a. Land acquisition for sanitary sewer projects
  - b. Costs for planning, engineering and designing sanitary sewer systems
  - c. Sanitary Sewer Evaluation Survey (SSES), smoke testing, in-line camera inspection, flow monitoring, manhole evaluations, and other sanitary sewer related testing
  - d. Lagoons, transfer stations, treatment facilities and other sanitary sewer-related structures
  - e. Sewer lines, force mains, interceptor lines, lift stations, lift pumps, pumps, center pivot irrigation systems and parts, rip rap, emergency generators, pipe locators, high pressure hoses, debris screens, clarifier and trickling filters, diffused aeration system, bentonite for lagoons, grinder pumps, grinders, lagoon baffles, aerators, lagoon liners, and other sanitary sewer related equipment or parts. Costs for planning, engineering, and designing water projects
  - f. Sewer rodding machines, high pressure sewer jet, trenchers, or other sanitary sewer related vehicles

4. **Rural road or street construction or improvement projects**, including but not limited to the following projects for installation, construction, rehabilitation, reconstruction or resurfacing roads, streets, bridges and sidewalks:
  - a. Costs for planning, engineering and designing roads, streets, bridges and ADA compliant sidewalks
  - b. Concrete, asphalt, chip and seal, and other road and street related material
  - c. County maintenance shops and other road and street related structures
  - d. Road easement purchases
  - e. Sidewalks with ADA compliant crosswalks, curb and guttering, pavement markings, drainage improvements, parking lots and other similar projects
  - f. Traffic signals and signs, street signs, school crossing signals and signs, streetlights, culverts, and other road and street related equipment
  - g. Dump trucks, laydown machines, graders, dozers, loaders and other road and street related vehicles
5. **Provision of rural fire protection services and public safety services**, including but not limited to the following projects:
  - a. Land acquisition for fire stations, police stations, emergency shelters, animal shelters or other fire protection or public safety services related projects
  - b. Costs for planning, engineering, and designing fire stations, police stations, storm shelters, animal shelters, or other fire protection or public safety services related projects
  - c. Costs for construction, expansion, rehabilitation, refurbishment, or other building expenses for fire stations, police stations, emergency shelters, animal shelters, or other fire protection or public safety services related projects
  - d. Storm siren and tower, emergency radios, emergency portable radios, emergency pagers, emergency generators, automatic electronic defibrillator (AED), rescue tools, compressor system, jaws of life, air tanks, and other fire protection or public safety services related equipment
  - e. Pumpers, trucks, tanker trucks, tanker tenders, grass rigs, brush trucks, wildland fire trucks, skid steers and other fire protection services related vehicles
  - f. Sirens, lightbars, ladders, hose, skid steer attachments, fire swatters, nozzles, ventilation fans, skid units, water tanks, pond drop buckets, rescue saws, jaws of life, and other fire services equipment for fire protection related vehicles
  - g. Self-contained breathing apparatus (SCBAs), Cascade SCBA refilling station, Scott air packs and carbon cylinders, personal alert safety system (PASS) devices, bunker gear, or other personal protection equipment for fire protection services personnel
  - h. Police cars, animal control trucks, lake patrol rescue boats and other related public safety services related vehicles
  - i. Sirens, lightbars, prisoner transport partitions, radars, in-car video cameras, animal control transport boxes, shotgun racks, spotlights, and other public safety services vehicle equipment
  - j. Costs for planning, engineering and designing 911 call centers, dispatch centers and telecommunication facilities or systems
  - k. Costs for installing, constructing, reconstructing, or otherwise improving 911 call centers, dispatch centers, and telecommunication facilities or equipment

- i. Interoperable emergency communication radio system, 911 addressing, call center radio equipment, call center computers required for dispatching (no office computers), call center Computer Aided Dispatch (CAD) software, 911 wiring or cables, emergency generator, repeaters and other 911 related equipment
6. Expenditures designed to increase the employment level within the jurisdiction of the entity, including but not limited to the following, provided there is a nexus to increased employment levels:
  - a. Land acquisition for business or economic development
  - b. Costs for planning, engineering, and designing buildings or industrial parks for business and economic development
  - c. Costs for construction, expansion, rehabilitation, refurbishment, hazard mitigation or other building expenses for business and economic development
  - d. Feasibility or market studies and plans
  - e. Costs for installing, constructing, reconstructing or otherwise improving water, sanitary sewer, rail spur and roads and streets to or within an industrial park
  - f. Business incubators
7. Provision of health care services, including emergency medical care, in rural areas including but not limited to:
  - a. Land acquisition for hospitals, emergency care centers and other health care and emergency medical care related projects
  - b. Costs for planning, engineering and designing hospital, helo-pads, health care facilities or emergency care facilities
  - c. Costs for construction, expansion, rehabilitation, refurbishment, or other building expenses for health care services and emergency care facilities
  - d. Equipment for telemedicine and other health and medical programs
  - e. Ambulances and other emergency medical care vehicles
  - f. Automatic electronic defibrillator (AED), transport ventilator, gurney, and other non-consumable equipment for outfitting ambulances and other emergency medical care vehicles
8. Construction or improvement of telecommunication facilities or systems, including but not limited to:
  - a. Wireless equipment and devices, broadband equipment and devices, optic fiber and other telecommunication related equipment
  - b. Telephone systems including system equipment
9. Improvement of municipal energy distribution systems, including but not limited to:
  - a. Costs for planning, engineering, and designing municipal system distribution structures and systems
  - b. Costs for installing, constructing, reconstructing or otherwise improving electric substations and other municipal energy distribution structures and systems
  - c. Poles, wire, switches, voltage regulators, conductors, transformers, natural gas lines, gas meters, and other municipal energy distribution system equipment
  - d. Aerial bucket trucks and other municipal energy distribution system vehicles

**10. Community buildings, courthouses, town halls, senior nutrition centers, meeting rooms or similar public facilities, including but not limited to:**

- a. Costs for planning, engineering and designing public buildings and facilities
- b. Costs for constructing, reconstructing, rehabilitating, hazard mitigation or otherwise improving public buildings and facilities
- c. Sound systems, heat/air conditioning units, electrical system upgrades, security cameras, security fencing, elevator, ceiling fans, kitchen equipment (senior nutrition centers and community centers only), and other furniture, fixtures and equipment for public buildings and facilities
- d. Lighting, parking lots, sidewalks, septic systems, fire sprinkler systems, alarm systems, emergency generators, parking blocks, security fencing and other related public building and facilities related projects
- e. Libraries, museums and park pavilions

**INELIGIBLE PROJECTS**

Include, but not limited to:

- 1. Consumable goods and office supplies
- 2. Personnel costs
- 3. Park projects, including park maintenance equipment (except community centers and similar public facilities located in parks which are eligible - see #10 above)
- 4. Fairground projects (except community centers and similar public facilities located in fairgrounds which are eligible - see #10 above)
- 5. Mowers and lawn equipment
- 6. Veterans' memorials
- 7. Codification of ordinances
- 8. Capital Improvement Plans (CIP)
- 9. Comprehensive land use plans
- 10. Housing projects/programs (demolition, emergency repair, rehabilitation, and construction)
- 11. County maintenance barns or any other district-wide projects for county commission districts with a population of 7,000 or greater

Applications that are being submitted in conjunction with an existing or proposed business/economic development opportunity will be required to have letters of commitment from the benefiting businesses regarding intention to locate and/or number of existing or potential jobs.

All projects will meet the approval criteria adopted by the ACOG Board of Directors. In the review and consideration of the applications for financial assistance under the REAP Program, ACOG shall consider applicants based on the following general program guidelines:

1. **Compliance with the law.** The application and proposed project must be in compliance with all applicable and relevant federal, state and local laws and regulations, and the applicant must possess all necessary and incidental legal rights and privileges necessary for project commencement and operation.
2. **Eligibility.** The applicant must be a qualified entity, and the proposed project must be for a qualified purpose as defined in the REAP Plan. Proposed projects for unincorporated areas must secure a qualified governmental entity as their grant applicant. The REAP statutes allow projects to be performed only by counties, municipalities, or councils of government. In addition, counties, municipalities, and councils of government must perform the project themselves through their purchasing procedures. They cannot simply transfer the funds to another entity for them to perform the project.
3. **Local need, support, and priority.** The project must be found to be needed in the area to be served and must be found to be sufficient, as proposed, to serve such needs. ACOG shall additionally consider the project's relevant benefit and priority in relation to the needs of other proposed projects. ACOG shall also consider the extent and degree of local support, interest, and commitment in the proposed project.
4. **Availability of other assistance.** ACOG shall consider the feasibility and availability of alternative sources of revenue which could be obtained and utilized by the applicant for project financing.
5. **Economic feasibility.** ACOG shall consider the overall apparent economic viability and feasibility of the project as a whole.
6. **Project feasibility.** ACOG shall consider from the engineering data (if required for the project) submitted and other sources available, whether the proposed project appears feasible and serves the public interest and welfare.
7. **Grant amount and availability of funds.** Applicants are encouraged to request the smallest amount necessary to accomplish the projects. Should ODOC fund a CDBG/REAP set-aside, the matching funds for the ACOG REAP Program will be an amount equal to the allocation made by ODOC.
8. **ACOG is statutorily required to allocate at least 80 percent of total project funding to statutory categories one through six.** In the event initial scoring does not fulfill this obligation, ACOG reserves the right to apply additional scoring criteria to ensure compliance with state statutory project allocation requirements for funding.

# **ACOG REAP RATING CRITERIA**

## **COMMUNITY AND ECONOMIC DEVELOPMENT**

### **Population (25 points)**

- 899 and under (25 points)
- 900-2,299 (15 points)
- 3,000-6,999 (10 points)

### **Impact (25 points)**

1. Project will generate direct economic development gains for the community, such as jobs created, jobs retained, increased tourism, real estate development, and leveraging additional investment (10 points)
2. Project improves public health and/or safety, contributes to the community's sustainability, supports local initiatives or improvement plans, or addresses essential needs and services, such as infrastructure improvements, solid waste, water/sewer, rural fire, and public safety (15 points)

### **Urgent Need (10 points)**

1. Project addresses a specific critical, urgent need or hazard and/or responds to a Consent Order or Notice of Violation

### **Local Effort (15 points)**

1. Multi-Jurisdictional Agreements (5 points)
2. Project has additional sources of funding, including passage of a Municipal Bond in the last five (5) years, and/or has local in-kind labor or support, including equipment (5 points)
3. Project is part of a local or area plan, such as a Comprehensive Plan, a Capital Improvement Plan or a Hazard Mitigation Plan (5 points)

### **Grant Management Performance (10 points)**

ACOG staff will evaluate the applicant's management of previous REAP grants within the past five years. This includes:

- Timely reporting and closeout
- Proper expenditure and procurement procedures
- Communication responsiveness
- General compliance with contract terms

Applicants with no prior grant history will receive points based on organizational capacity.

### **ACOG Board Membership as of July 1, 2025 (15 points)**

### **Application Workshop Attendance (5 bonus points)**

### **Open grant/s from previous years (-15 points deduction)**

## **TRANSPORTATION**

### **Population (25 points)**

- 899 and under (25 points)
- 900-2,299 (15 points)
- 3,000-6,999 (10 points)

### **Project Impact (25 points)**

1. Project improves access to hospitals, community centers, parks, employment centers or the commercial district (10 points)
2. Project will generate direct economic development gains for the community such as job created, jobs retained, increased tourism, real estate development, and leveraging additional investment (5 points)
3. Project provides community benefits, including public safety, sustainability, and/or essential needs and services (10 points)

### **Urgent Need (10 points)**

1. Project addresses a specific critical, urgent need or hazard and/or responds to a Consent Order or Notice of Violation

### **Local Effort (15 points)**

1. Applicant has Multi-Jurisdictional Agreements, except jail services (5 points)
2. Project has additional sources of funding, including passage of a Municipal Bond in the last five (5) years, and/or has local in-kind labor or support, including equipment (5 points)
3. Project is part of a local or area plan, such as a Comprehensive Plan, a Capital Improvement Plan or a Hazard Mitigation Plan (5 points)

### **Grant Management Performance (10 points)**

ACOG staff will evaluate the applicant's management of previous REAP or ACOG-administered grants within the past five years. This includes:

- Timely reporting and closeout
- Proper expenditure and procurement procedures
- Communication responsiveness
- General compliance with contract terms

Applicants with no prior grant history will receive points based on organizational capacity.

### **ACOG Board Membership as of July 1, 2025 (15 points)**

### **Workshop Attendance (5 bonus points)**

### **Open grant/s from previous years (-15 points deduction)**



Andrew Ungerecht - Member  
Vacant – Member  
Steven Cholity – Member  
Cecilia Taft – Chair  
Patrice Christy – Vice Chair  
Cindy Taylor – Board Liaison

## Town of Luther Planning Commission Staff Report

Application Type:

SUP and Lot-Split Request

Meeting Date: June 8, 2026

Property Location: 106 Three Oaks, Luther, Oklahoma

Applicant: Doug & Katrina Wilson

Current Zoning: Agricultural with residential structure

Requested Use: Additional single-family residences

Parcel Size: Approximately 6 acres

Existing Use: Agricultural/Residential (Rural acreage)

Proposed Use: Additional rural acreages

Prepared By: Rian Harkins, AICP, Town Manager

Request

The applicant requests a specific use permit to allow for additional residential acreages. The Specific Use Permit is in accordance with Ordinance 2021-07, which allows for multiple single-family residences on land zoned agricultural. The Specific Use Request (SUP) request is concurrent with a lot split request to divide the subject property into three parcels that would allow for two new rural acreages to be developed.

Property Description

The subject property is generally located to the east of Triple X Road and has a shared access road (Three Oaks Drive) with other rural acreages in the vicinity. As public water and sanitary sewer are not available to the property at the present time, the parcel would utilize a well and septic systems for any new and/or existing dwelling units.

Background

This item will be considered by the Board of Trustees at their June 9, 2026, meeting.

#16/17/18/19



TOWN OF LUTHER  
119 South Main Street  
PO Box 56, Luther, OK 73054  
405-277-3833 | [www.townoflutherok.com](http://www.townoflutherok.com)  
office@townoflutherok.com

### NOTICE OF PUBLIC HEARING


Notice is hereby given that on June 8, 2026, at 7:00 p.m., at Luther Town Hall, 119 South Main Street, Luther, Oklahoma, the Planning Commission of the Town of Luther will conduct a public hearing to consider an application for a Specific Use Permit for property generally located at 106 E Three Oaks Dr, Luther, Oklahoma, for purposes of multiple single family residences in an agricultural zoning district. A copy of the proposed application is on file in the office of the Town Clerk at Luther Town Hall. The property is currently zoned A-1, Agricultural, and the legal description is as follows:

Unplatted Part of Section 20, Township 14 N, Range 1 East 000 000 Part of the Northwest ¼ Section 20, Township 14 North, range 1 East, Beginning 1082.24 Feet of the Southwest ¼, thence North 663.3 feet, thence east 393.94 feet, thence south 663.53 feet, thence west 393.94 feet to the point of beginning, containing 6 acres more or less.

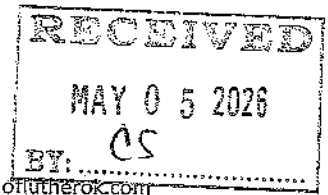
After the public hearing by the Planning Commission, the Town of Luther Board of Trustees will likewise review this application during a Public Hearing, consider the recommendation of the Planning Commission, and consider the Specific Use Permit, on June 9, 2026, at Luther Town Hall, 119 South Main Street, Luther, Oklahoma, at 7:00 p.m.

Interested persons are urged to attend and express their views on this Specific Use Permit to the zoning ordinance.

Dated this 13th day of May, 2026.

  
Rian Harkins, AICP  
Town Manager/Clerk





*Emailed 4-21-26*

## Specific Use Permit Procedures

Any applicant who wants 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 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 following. Incomplete applications cannot be processed in order to maintain the meeting legal 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 from a licensed bonded abstract company or the Oklahoma County Assessor.
  - c. Applicable Fees:
    - a. Non-refundable Filing Fee \$100.00
    - b. Non-refundable Mailing Fee \$2.00 per letter
    - c. Non-refundable Publication Fee \$45.00 (additional fee for overage may be applied once invoice is received)
  - d. Drawing, site plan or survey showing variance, if applicable.
2. Notices will be mailed to all the property owners within 300' and a notice will be placed in the newspaper to satisfy legal requirements. You will be required to pay for the mailing and publication at the time of application.
  3. You must attend or send a representative to the Planning Commission meeting in which your case will be heard. At the hearing, you will be given time to present your case. 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.
  4. If your case is approved, you may seek permit approval to use the property 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 hearing date will be set once the application is received.



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

### Application for Specific Use Permit

Address or General Location: 20140 N Triple X Rd Luther, OK 73054

Present Zoning: AG 1 Record Owner: Douglas and Katrina Wilson

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

LUTHER TOWNSHIP PT NW4 SEC 20 14N 1E BEG AT SW/C NW4 TH N662.91FT E688.20FT S663.20FT W688.20FT TO BEG CONT 10.476ACRS MORE OR LESS

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

Bill advertising and sign charges to: Doug Wilson

Address: 106 E. Three Oaks Dr City: Luther State: OK Zip: 73054

Phone: 405-229-6825

I do hereby certify that the information herein submitted is complete, true and accurate.

Signature:  Date: 5-7-26

Print Name: Doug Wilson Phone: \_\_\_\_\_

Address: same as above City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: wilsonhomesluther@gmail.com

**General Description of Property**

Size in acres or square feet: 10.4760 acres MOL

Current Use: Single family double wide home and cattle pasture

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

Frontage Road: Triple X Rd and private road E Three Oaks Dr

Identify structures and improvements on the property:

There is a single family home double wide

Town water? YES /  NO

Town Sewer? YES /  NO

Identify the use(s) intended for the subject property: split property into 3 tracts of land with the intent of building single family homes on each tract

**General Description of Adjoining Property**

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

There is a single family home across Triple X Rd to the west of the property line

There is a single family home approximately 50 ft to the east property line

Explain surrounding land uses: to the east are single family homes, to the north is 40+ acres of pasture land,  
to the west is 1 single family home and farm land and to the south is farm land

**Specific Use Permit Request**

Specific Use is an activity which is basically similar to the uses permitted in a zone, but which may not be entirely compatible with the permitted uses. As a consequence, an application for Specific Use requires review to ensure that the specific use may be made compatible with the permitted uses in the zone or other adjacent permitted uses which may be affected.

Describe the Specific Use as it pertains to your property: potentially building a single family homes

Describe the benefits, if any, of your proposed use to the adjacent properties and/or to the Town of Luther:  
new home in Luther city limits that would pay taxes to the town and to the school

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:  
There will need to be some work done to make ready for an eventual home build

Explain how the proposed change in use will affect the road system serving your area:  
none

Give an estimated traffic count (average daily trips) for the proposed use. How will the potential traffic resulting from the increased use or activity be controlled?  
10 or less

Is the proposed use compatible to surrounding permitted uses and the existing development pattern? Explain:  
yes, single family homes in the area

How will the proposed use be detrimental to property in the same zone or vicinity? (Identify any adverse effects and explain measures you would propose to minimize these effects.) Explain: none

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

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**DO NOT WRITE BELOW THIS LINE – FOR OFFICE USE ONLY**

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Application received by: \_\_\_\_\_ Date: \_\_\_\_\_

Tract Acreage: \_\_\_\_\_ Public Hearing Date: \_\_\_\_\_

Application Number: \_\_\_\_\_ Section: \_\_\_\_\_ Township: \_\_\_\_\_

Range: \_\_\_\_\_ Present Zoning: \_\_\_\_\_ Fee Receipt Number: \_\_\_\_\_

---

**Planning Commission Action**

**Appeal to Town Board?** \_\_\_\_\_

Action: \_\_\_\_\_

Action: \_\_\_\_\_

Vote: \_\_\_\_\_

Vote: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Provisions: \_\_\_\_\_

Provisions: \_\_\_\_\_

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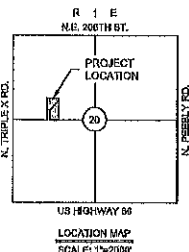
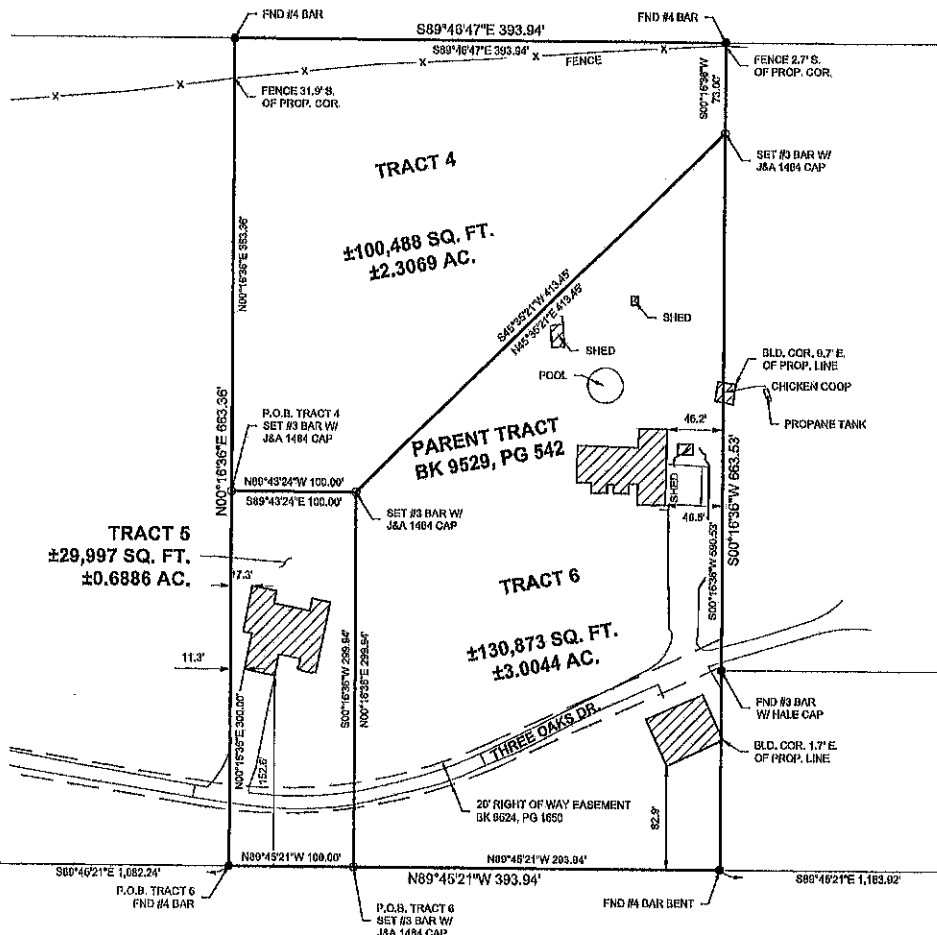
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**Staff Recommendation**

Recommendation: \_\_\_\_\_

Date: \_\_\_\_\_ Subdivision Name: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_



Legal Description:

**Tract 4:**  
 A tract of land being a part of the Northwest Quarter (NW¼) of Section Twenty (20), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Lutter, Oklahoma County, Oklahoma, and being a portion of a tract of land recorded in Book 9529, Page 1542 (East Wilson Tract), being more particularly described as follows:  
 Commencing at the Southwest (SW) Corner of said Northwest Quarter (NW¼);  
 THENCE South 89°46'21" East, along and with the South line of said Northwest Quarter (NW¼), a distance of 1,082.24 feet to the Southwest (SW) Corner of said East Wilson Tract;  
 THENCE North 00°16'30" East, along and with the West line of said East Wilson Tract, a distance of 300.00 feet to the POINT OF BEGINNING;  
 THENCE continuing North 00°16'30" East, along and with said West line, a distance of 383.36 feet to the Northwest (NW) Corner of said East Wilson Tract;  
 THENCE South 89°46'47" East, along and with the North line of said East Wilson Tract, a distance of 383.04 feet to the Northeast (NE) Corner of said East Wilson Tract;  
 THENCE South 00°16'30" West, along and with the East line of said East Wilson Tract, a distance of 73.00 feet;  
 THENCE South 46°35'21" West, departing said East line, a distance of 413.46 feet;  
 THENCE North 89°43'21" West, a distance of 100.00 feet to the POINT OF BEGINNING.  
 Containing 100,488 square feet or 2.3069 acres, more or less.

**Tract 5:**  
 A tract of land being a part of the Northwest Quarter (NW¼) of Section Twenty (20), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Lutter, Oklahoma County, Oklahoma, and being a portion of a tract of land recorded in Book 9529, Page 1542 (East Wilson Tract), being more particularly described as follows:  
 Commencing at the Southwest (SW) Corner of said Northwest Quarter (NW¼);  
 THENCE South 89°49'21" East, along and with the South line of said Northwest Quarter (NW¼), a distance of 1,082.24 feet to the Southwest (SW) Corner of said East Wilson Tract, said point being the POINT OF BEGINNING;  
 THENCE North 00°16'30" East, along and with the West line of said East Wilson Tract, a distance of 300.00 feet;  
 THENCE South 89°43'21" East, departing said West line, a distance of 100.00 feet;  
 THENCE South 00°16'30" West, a distance of 296.04 feet to a point on the South line of said Northwest Quarter (NW¼);  
 THENCE North 89°48'21" West, along and with said South line, a distance of 100.00 feet to the POINT OF BEGINNING.  
 Containing 29,997 square feet or 0.6886 acres, more or less.

**Tract 6:**  
 A tract of land being a part of the Northwest Quarter (NW¼) of Section Twenty (20), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Lutter, Oklahoma County, Oklahoma, and being a portion of a tract of land recorded in Book 9529, Page 1542 (East Wilson Tract), being more particularly described as follows:  
 Commencing at the Southwest (SW) Corner of said Northwest Quarter (NW¼);  
 THENCE South 89°49'21" East, along and with the South line of said Northwest Quarter (NW¼), a distance of 1,182.24 feet to the POINT OF BEGINNING;  
 THENCE North 00°16'30" East, departing said South line, a distance of 296.04 feet;  
 THENCE North 43°35'21" East, a distance of 413.45 feet to a point on the East line of said East Wilson Tract;  
 THENCE South 60°16'30" West, along and with said East line, a distance of 600.53 feet to the Southwest (SW) Corner of said East Wilson Tract, said point being on the South line of said Northwest Quarter (NW¼);  
 THENCE North 60°45'21" West, along and with said South line, a distance of 293.04 feet to the POINT OF BEGINNING.  
 Containing 130,873 square feet or 3.0044 acres, more or less.

Basis of Bearings: Grid North, as established by state plane datum (Oklahoma State Plane North Zone NAD83). All Distances are grid distances in U.S. Survey Feet. Bearings must be plotted 00°25'00" clockwise to match the record book in Book 9529, Page 1542.

**Certificate of Survey**

I, Matthew Johnson, a Professional Land Surveyor in the State of Oklahoma, do hereby certify that the accompanying survey accurately represents a careful survey performed under my supervision and that the plat of survey meets the Oklahoma Minimum Standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

Date: August 6, 2025

*Matthew Johnson*

Matthew Johnson, P.L.S.  
 Registration No. 1907



Copyright © 2025 Johnson & Associates

NO.	REVISIONS	DATE	DESCRIPTION

Johnson & Associates  
 1 E. Shelton Ave., Suite 200  
 Muskogee, Oklahoma 74401  
 (918) 685-1111  
 www.johnsonandassociates.com

**WILSON PROPERTY**  
 N. TRIPLE X ROAD  
 LUTTER, OKLAHOMA COUNTY, OKLAHOMA

Proj. No.	211
Date	8-6-25
Scale	1"=200'

SHEET NUMBER  
**2 of 2**



## LUTHER PLANNING COMMISSION – LOT SPLIT APPLICATION

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

### APPLICATION INFORMATION

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

### SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: 106 E Three Oaks Dr Luther, OK 73054  
 LEGAL DESCRIPTION: UNPLTD PT SEC 20 14N 1E 000 000 PT NW4 SEC 20 14N 1E BEG 1082.24FT E OF SW/C NW4 TH N663.3FT E393.94FT S663.53FT W 393.94FT TO BEG CONT 6ACRS MORE OR LESS

PRESENT USE OF PROPERTY: residential PRESENT ZONING: ag 1

### 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 property into 2 - 3 acre tracts and eventually have family build

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME <u>Doug Wilson</u>	NAME <u>Doug and Katrina Wilson</u>
ADDRESS <u>106 E Three Oaks Dr</u>	ADDRESS <u>same</u>
CITY, ST, ZIP <u>Luther, OK 73054</u>	CITY, ST, ZIP
DAYTIME PHONE <u>405-229-6825</u>	DAYTIME PHONE
EMAIL <u>wilsonhomesluther@gmail.com</u>	EMAIL
FAX	FAX
<b>I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.</b>	
SIGNATURE & DATE:	

APPLICATION FEES			
NONREFUNDABLE APPLICATION FEE	\$100.00	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.

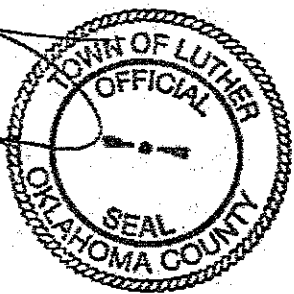
**SECTION 4. EMERGENCY.** It being immediately necessary for the preservation of the public health, peace and safety of the Town of Luther and the inhabitants thereof that the provisions of this ordinance be put into full force and effect immediately, an emergency is hereby declared to exist by reason 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.

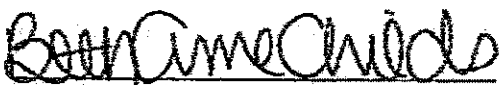
  
Mayor Jenni White

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](http://www.townoflutherok.com)

## Specific Use Permit Procedures

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1. Applications are available at Luther Town Hall. Applications must be received by the Town 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 following. Incomplete applications cannot be processed in order to maintain the meeting legal 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 from a licensed bonded abstract company or the Oklahoma County Assessor.
  - c. Applicable Fees:
    - a. Non-refundable Filing Fee \$100.00
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    - c. Non-refundable Publication Fee \$45.00 (additional fee for overage may be applied once invoice is received)
  - d. Drawing, site plan or survey showing variance, if applicable.
2. Notices will be mailed to all the property owners within 300' and a notice will be placed in the newspaper to satisfy legal requirements. You will be required to pay for the mailing and publication at the time of application.
  3. You must attend or send a representative to the Planning Commission meeting in which your case will be heard. At the hearing, you will be given time to present your case. 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.
  4. If your case is approved, you may seek permit approval to use the property 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 hearing date will be set once the application is received.



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

### Application for Specific Use Permit

Address or General Location: 106 E Three Oaks Dr. Luther, OK 73054

Present Zoning: AG 1 Record Owner: Doug and Katrina Wilson

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

UNPLTD PT SEC 20 14N 1E 000 000 PT NW4 SEC 20 14N 1E BEG 1082.24FT E OF SW/C NW4 TH N663.3FT  
E393.94FT S663.53FT W 393.94FT TO BEG CONT 6ACRS MORE OR LESS

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

Bill advertising and sign charges to: Doug Wilson

Address: 106 E. Three Oaks Dr City: Luther State: OK Zip: 73054

Phone: 405-229-6825

I do hereby certify that the information herein submitted is complete, true and accurate.

Signature:  Date: 5-7-26

Print Name: Doug Wilson Phone: \_\_\_\_\_

Address: same as above City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: wilsonhomesluther@gmail.com

Specific Use is an activity which is basically similar to the uses permitted in a zone, but which may not be entirely compatible with the permitted uses. As a consequence, an application for Specific Use requires review to ensure that the specific use may be made compatible with the permitted uses in the zone or other adjacent permitted uses which may be affected.

Describe the Specific Use as it pertains to your property: potentially build a single family home

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Describe the benefits, if any, of your proposed use to the adjacent properties and/or to the Town of Luther:  
new home in Luther city limits that would pay taxes to the town and to the school

---

---

---

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:  
There will need to be some work done to make ready for an eventual home build

---

---

---

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

---

---

---

Give an estimated traffic count (average daily trips) for the proposed use. How will the potential traffic resulting from the increased use or activity be controlled?  
10 or less on a private road

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---

---

Is the proposed use compatible to surrounding permitted uses and the existing development pattern? Explain:  
yes, single family homes in the area

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How will the proposed use be detrimental to property in the same zone or vicinity? (Identify any adverse effects and explain measures you would propose to minimize these effects.) Explain: none

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**General Description of Property**

Size in acres or square feet: 6 acres MOL

Current Use: Single family home

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

Frontage Road: private road to the property is Three Oaks Dr, main road is Triple X

Identify structures and improvements on the property:

There is a single family home, shop building, shed, chicken coop and a pool on the property.

Town water? YES /  NO

Town Sewer? YES /  NO

Identify the use(s) intended for the subject property: split property into 2 - 3 acre tracts and eventually have family build a single family home on the vacant 3 acres to the north of our current house

**General Description of Adjoining Property**

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

There is a single family home approximately 200 ft to the west of our current house

There is a single family home approximately 400 ft to the east of our current house

Explain surrounding land uses: 3 acres to our west is a single family home, 13.65 acres to our east is a single family home 40+ acres to our north is pasture for cattle and 40+ acres to our south is farmland and wooded

**Specific Use Permit Request**

LEGAL DESCRIPTION

Wilson Property N. Triple X Road  
Tract 2  
Access Easement

May 12, 2026

A tract of land being a part of the Northwest Quarter (NW/4) of Section Twenty (20), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Luther, Oklahoma County, Oklahoma, and being a portion of a tract of land recorded in Book 15791, Page 203 (Wilson Tract), being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Northwest Quarter (NW/4);

THENCE South 89°45'21" East, along and with the South line of said NW/4, a distance of 626.26 feet;

THENCE North 00°14'39" East, departing said South line, a distance of 133.62 feet to a point on the North line of an existing 20' right-of-way recorded in Book 9524, Page 1647, said point being the POINT OF BEGINNING;

THENCE North 02°15'12" West, a distance of 148.22 feet;

THENCE North 03°51'44" East, a distance of 50.02 feet to a point on the South line of proposed Tract 2;

THENCE South 89°44'37" East, along and with the South line of said proposed Tract 2, a distance of 15.03 feet;

THENCE South 03°51'44" West, departing said South line, a distance of 50.16 feet;

THENCE South 02°15'12" East, a distance of 148.14 feet to a point on the North line of said existing right-of-way;

THENCE along and with the North line of said existing right-of-way on a non-tangent curve to the left having a radius of 280.00 feet, a chord bearing of North 89°29'45" West, a chord length of 15.02 feet and an arc length of 15.02 feet to the POINT OF BEGINNING.

Containing 2,973 square feet or 0.0683 acres, more or less.

Basis of Bearing: Bearings must be rotated 00°28'09" clockwise to match the record bearings in Book 15791, Page 203.

LEGAL DESCRIPTION

Wilson Property N. Triple X Road  
Tract 4  
Access Easement

May 12, 2026

A tract of land being a part of the Northwest Quarter (NW/4) of Section Twenty (20), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Luther, Oklahoma County, Oklahoma, and being a portion of a tract of land recorded in Book 9529, Page 1542 (East Wilson Tract), being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Northwest Quarter (NW/4);

THENCE South 89°45'21" East, along and with the South line of said NW/4, a distance of 1,267.80 feet;

THENCE North 00°14'39" East, departing said South line, a distance of 90.17 feet to a point on the North line of an existing 20' right-of-way recorded in Book 9524, Page 1650, said point being the POINT OF BEGINNING;

THENCE North 00°00'00" East, a distance of 292.91 feet to a point on the South line of proposed Tract 4;

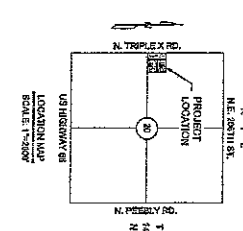
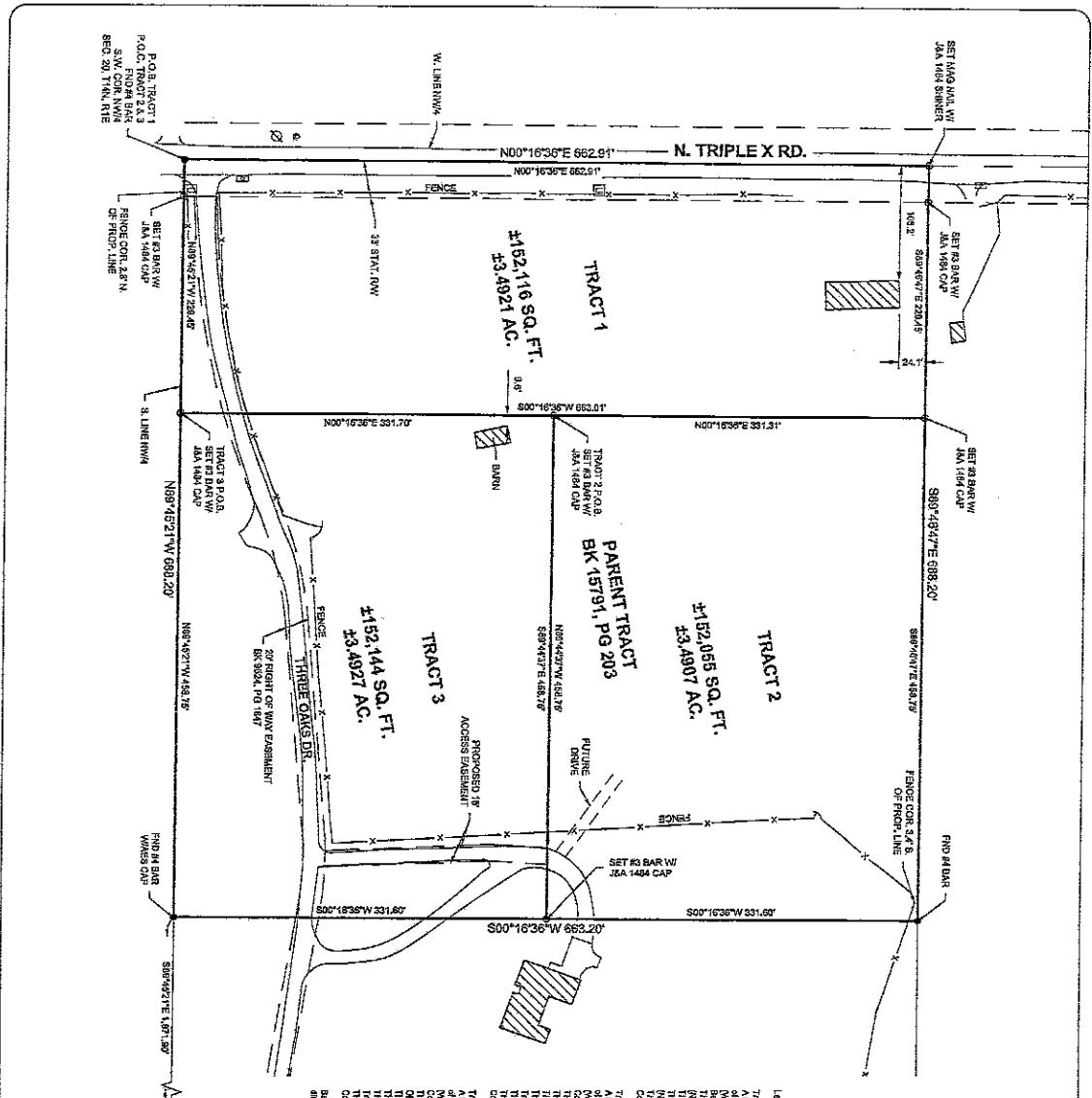
THENCE North 45°35'21" East, along and with the South line of proposed Tract 4, a distance of 21.00 feet;

THENCE South 00°00'00" East, departing said South line, a distance of 301.33 feet to a point on the North line of said existing right-of-way;

THENCE along and with the North line of said existing right-of-way on a non-tangent curve to the right having a radius of 390.00 feet, a chord bearing of South 67°17'19" West, a chord length of 16.26 feet and an arc length of 16.26 feet to the POINT OF BEGINNING.

Containing 4,458 square feet or 0.1023 acres, more or less.

Basis of Bearing: Bearings must be rotated 00°28'09" clockwise to match the record bearings in Book 9529, Page 1542.



**Legal Description:**

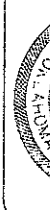
Tract 1: A tract of land being a part of the Southwest Quarter (SW/4) of Section Twenty (20), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Luther, Oklahoma County, Oklahoma, and being a portion of a tract of land recorded in Book 18781, Page 203 beginning at the southeast (SE) corner of said southwest quarter (SW/4), said tract being the POINT OF BEGINNING; THENCE North 07°19'27" East, along and with the West line of said Southwest Quarter (SW/4), a distance of 692.81 feet to the Northwest Corner (NW/4) of said Section Twenty (20), along and with the West line of said Township Fourteen (14) North, Range One (1) East, a distance of 229.41 feet; THENCE South 09°14'32" West, along and with the West line of said Township Fourteen (14) North, Range One (1) East, a distance of 692.81 feet to the POINT OF BEGINNING. Containing 162,116 square feet of 3.827 acres, more or less.

Tract 2: A tract of land being a part of the Northwest Quarter (NW/4) of Section Twenty (20), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Luther, Oklahoma County, Oklahoma, and being a portion of a tract of land recorded in Book 18781, Page 203 beginning at the southeast (SE) corner of said southwest quarter (SW/4), said tract being the POINT OF BEGINNING; THENCE North 07°19'27" East, along and with the West line of said Southwest Quarter (SW/4), a distance of 692.81 feet to the Northwest Corner (NW/4) of said Section Twenty (20), along and with the West line of said Township Fourteen (14) North, Range One (1) East, a distance of 229.41 feet; THENCE South 09°14'32" West, along and with the West line of said Township Fourteen (14) North, Range One (1) East, a distance of 692.81 feet to the POINT OF BEGINNING. Containing 162,065 square feet of 3.827 acres, more or less.

Tract 3: A tract of land being a part of the Northwest Quarter (NW/4) of Section Twenty (20), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Luther, Oklahoma County, Oklahoma, and being a portion of a tract of land recorded in Book 18781, Page 203 beginning at the southeast (SE) corner of said southwest quarter (SW/4), said tract being the POINT OF BEGINNING; THENCE North 07°19'27" East, along and with the West line of said Southwest Quarter (SW/4), a distance of 692.81 feet to the Northwest Corner (NW/4) of said Section Twenty (20), along and with the West line of said Township Fourteen (14) North, Range One (1) East, a distance of 229.41 feet; THENCE South 09°14'32" West, along and with the West line of said Township Fourteen (14) North, Range One (1) East, a distance of 692.81 feet to the POINT OF BEGINNING. Containing 162,144 square feet of 3.827 acres, more or less.

Both of bearing 09°14'32" West, along and with the West line of said Township Fourteen (14) North, Range One (1) East, a distance of 692.81 feet to the POINT OF BEGINNING. Containing 162,144 square feet of 3.827 acres, more or less.

**Garrett J. Johnson**  
 I, Matthew Johnson, a Professional Land Surveyor in the State of Oklahoma, do hereby certify that the accompanying survey was made in accordance with the provisions of the Oklahoma Statutes and the Oklahoma Board of Registration for Professional Engineers and Land Surveyors.  
 Date: May 15, 2023



NO.	REVISIONS	DATE
1	Revised field notes and survey data.	05-23

**WILSON PROPERTY**  
 N. TRIPLE X ROAD  
 LUTHER, OKLAHOMA COUNTY, OKLAHOMA  
 BOUNDARY SURVEY

1012



## LUTHER PLANNING COMMISSION – LOT SPLIT APPLICATION

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

### APPLICATION INFORMATION

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

### SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: 20240 N Triple X Rd Luther, OK 73054  
 LUTHER TOWNSHIP PT NW4 SEC 20 14N 1E BEG AT SW/C NW4 TH N662.91FT E688.20FT S663.20FT  
 W688.20FT TO BEG CONT 10.476ACRS MORE OR LESS

PRESENT USE OF PROPERTY: residential PRESENT ZONING: ag 1

### 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 property into 3 - 3.5 acre tracts and eventually have family build

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME <u>Doug Wilson</u>	NAME <u>Douglas and Katrina Wilson</u>
ADDRESS <u>106 E Three Oaks Dr</u>	ADDRESS <u>same</u>
CITY, ST, ZIP <u>Luther, OK 73054</u>	CITY, ST, ZIP _____
DAYTIME PHONE <u>405-229-6825</u>	DAYTIME PHONE _____
EMAIL <u>wilsonhomesluther@gmail.com</u>	EMAIL _____
FAX _____	FAX _____
<b>I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.</b>	
SIGNATURE & DATE: _____	

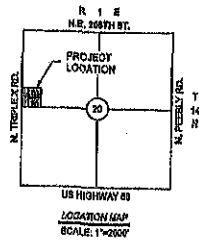
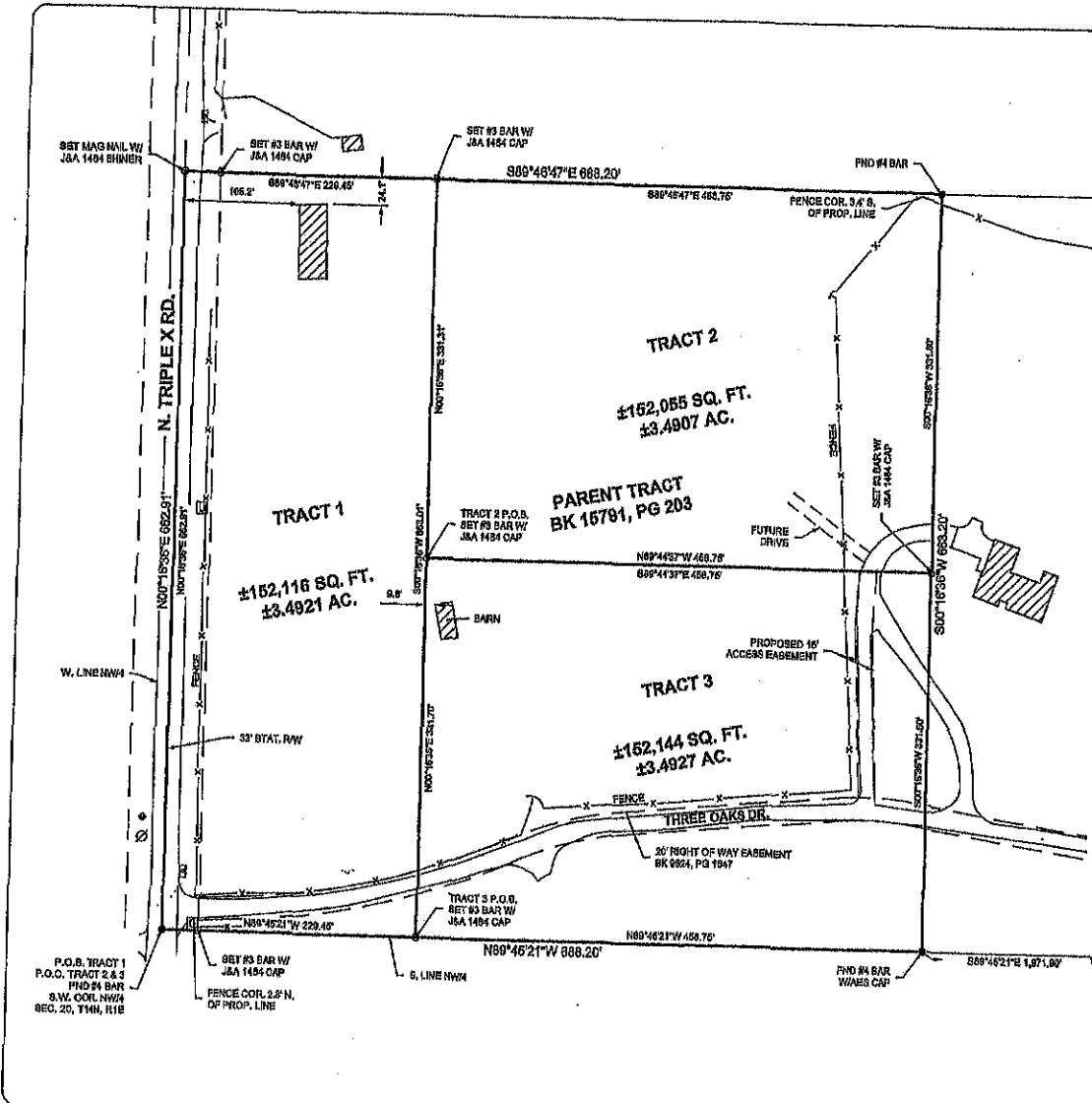
APPLICATION FEES			
NONREFUNDABLE APPLICATION FEE	\$100.00	RECEIPT NUMBER / DATE PAID	
PUBLICATION FEES (IF APPLICABLE)	\$	RECEIPT NUMBER / DATE PAID	
	\$	RECEIPT NUMBER / DATE PAID	
	\$	RECEIPT NUMBER / DATE PAID	
TOTAL AMOUNT PAID			\$

### 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.



**Legal Description:**

**Tract 1:**  
 A tract of land being a part of the Northwest Quarter (NW1/4) of Section Twenty (20), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Luther, Oklahoma County, Oklahoma, and being a portion of a tract of land recorded in Book 16781, Page 203 (Wilson Tract), being more particularly described as follows:  
 Beginning at the Southwest (SW1/4) Corner of said Northwest Quarter (NW1/4), said point being the POINT OF BEGINNING;  
 THENCE North 60°18'30\"/>

**Tract 2:**  
 A tract of land being a part of the Northwest Quarter (NW1/4) of Section Twenty (20), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Luther, Oklahoma County, Oklahoma, and being a portion of a tract of land recorded in Book 16781, Page 203 (Wilson Tract), being more particularly described as follows:  
 Commencing at the Southeast (SE1/4) Corner of said Northwest Quarter (NW1/4);  
 THENCE South 89°49'21\"/>

**Tract 3:**  
 A tract of land being a part of the Northwest Quarter (NW1/4) of Section Twenty (20), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Luther, Oklahoma County, Oklahoma, and being a portion of a tract of land recorded in Book 16781, Page 203 (Wilson Tract), being more particularly described as follows:  
 Commencing at the Southwest (SW1/4) Corner of said Northwest Quarter (NW1/4);  
 THENCE South 88°49'21\"/>

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83). All Distances are grid distances in U.S. Survey Feet. Bearings must be rotated 00°28'00\"/>

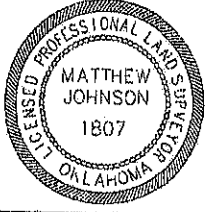
**Signature of Surveyor**

I, Matthew Johnson, a Professional Land Surveyor in the State of Oklahoma, do hereby certify that the accompanying survey accurately represents a careful survey performed under my supervision and that this plat of survey meets the Oklahoma Minimum Standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

Date: May 12, 2025

*Matthew Johnson*

Matthew Johnson, P.L.S.  
 Registration No. 1807



Copyright © 2025 Johnson & Associates

DATE	DESCRIPTION

Wilson Property  
 N. Triple X Road  
 Luther, Oklahoma County, Oklahoma

BOUNDARY SURVEY

10f2

ORDINANCE NO. 2026-03

**AN ORDINANCE OF THE TOWN OF LUTHER, OKLAHOMA, AMENDING THE TOWN ZONING CODE TO DEFINE DATA CENTER USES; ESTABLISHING DATA CENTERS AS A SPECIFIC USE PERMIT USE IN AGRICULTURAL AND INDUSTRIAL ZONING DISTRICTS; PROVIDING FOR SITE REVIEW AND PUBLIC HEARING; PROVIDING FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

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

Section 1. Findings and purpose.

The Board of Trustees finds that data centers can create substantial impacts related to electricity demand, water use, traffic, noise, lighting, building scale, and compatibility with surrounding land uses. The purpose of this ordinance is to ensure that data centers are reviewed through a specific use permit process so that the Town may evaluate site-specific impacts before approval. Yukon has used a special-use approach for data centers in industrial zoning to provide safeguards and compatibility review.

Section 2. Definitions.

The Town Zoning Code is amended to add the following definition:

Data Center. A facility used primarily for the storage, management, processing, and dissemination of digital data. A data center includes computer systems, servers, networking equipment, backup power systems, cooling systems, fire suppression systems, and related support infrastructure. A data center does not include customer-facing retail operations.

Section 3. Specific use permit required.

Data centers shall be permitted only by specific use permit in the following zoning districts:

- Agricultural zoning districts.
- Industrial zoning districts.

No data center shall be constructed, expanded, or operated in those districts unless a specific use permit is first approved by the Board of Trustees following recommendation from the Planning Commission.

#### Section 4. Review criteria.

In considering an application for a specific use permit for a data center, the Town may consider whether the proposal:

- Is consistent with the Town's comprehensive plan and zoning intent.
- Is compatible with surrounding uses.
- Adequately addresses access, traffic, and emergency response.
- Adequately addresses electric service, backup generation, water demand, drainage, and utility capacity.
- Minimizes adverse noise, lighting, visual, and environmental impacts.
- Provides sufficient setbacks, screening, and landscaping.
- Meets all other applicable local, state, and federal requirements.

#### Section 5. Conditions of approval.

The Board of Trustees may impose reasonable conditions on approval to mitigate impacts, including but not limited to:

- Limits on building placement, height, and massing.
- Screening, buffering, and landscaping requirements.
- Restrictions on outdoor storage.
- Noise and lighting controls.
- Limits on generator testing hours.
- Traffic management and access requirements.
- Water conservation or reuse measures.
- Decommissioning, abandonment, or site restoration conditions.

#### Section 6. Application requirements.

An applicant for a data center specific use permit shall submit, at a minimum:

- A site plan.
- A description of the proposed operations.
- A utility impact statement.
- Traffic and access information.
- A drainage and stormwater plan.
- A noise and lighting mitigation plan.
- Any other information requested by Town staff to evaluate compatibility and public welfare.

#### Section 7. Public hearing and notice.

A specific use permit application for a data center shall be processed in accordance with the Town's notice and hearing procedures for specific use permits, including mailed notice to affected property owners, published notice, and public hearing before the appropriate body.

#### Section 8. Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is held invalid, the remainder shall remain in full force and effect.

**Section 9. Repealer.**

All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of the conflict.

**Section 10. Effective date.**

This ordinance shall become effective upon passage, approval, and publication as required by law.

PASSED AND APPROVED by the Board of Trustees of the Town of Luther, Oklahoma, on this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor/Chairperson

ATTEST:

\_\_\_\_\_  
Town Clerk

Approved as to form:

\_\_\_\_\_  
Town Attorney

**THE TOWN OF LUTHER**  
**SPECIFIC USE PERMIT**  
**SUP MASTER DESIGN STATEMENT**  
**FOR**  
**BLE Landholdings, LLC**

June 2, 2026

**PREPARED FOR:**

BLE Landholdings, LLC  
154 Krog St. # 105  
Atlanta, GA 30307  
404-965-2722 Phone  
ryan@beltlineenergy.com  
charles@beltlineenergy.com  
dan@beltlineenergy.com

**PREPARED BY:**

BOX LAW GROUP, PLLC  
David Box  
Kaitlyn Turner  
525 NW 11<sup>th</sup> St., Ste. 205  
Oklahoma City, OK 73103  
405-652-0099 Phone  
[david@boxlawgroup.com](mailto:david@boxlawgroup.com)  
[kaitlyn@boxlawgroup.com](mailto:kaitlyn@boxlawgroup.com)

#21

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## **SECTION 1.0 ..... INTRODUCTION**

The Special Use Permit (SUP) of BLE Landholdings, LLC, consisting of approximately 320 acres, is located within the East Half (E/2) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma.

## **SECTION 2.0 ..... LEGAL DESCRIPTION**

The legal description of the property comprising this SUP is described in Exhibit A, attached, and is made a part of this SUP Master Design Statement.

## **SECTION 3.0 ..... OWNER/DEVELOPER**

The developer of this property is BLE Landholdings, LLC (the "Developer"). This Specific Use Permit may be transferred to a subsequent property owner, successor, or assigns without City approval and shall not run with the Applicant so long as each and every condition of this SUP is met. The property owners are as follows:

Wesley & Lisa Boydston, JBHCW Trust

## **SECTION 4.0 ..... SITE AND SURROUNDING AREA**

The subject property is presently zoned under A-1, Agricultural District. Surrounding properties are zoned for:

North: Oklahoma County.  
East: A-1 Agricultural.  
South: A-1 Agricultural.  
West: I Industrial and A-1 Agricultural.

The relationship between the proposed use of this parcel and the above adjoining land uses is compatible. The proposed use of this property is in harmony with the surrounding zoning.

## **SECTION 5.0 .....PHYSICAL CHARACTERISTICS**

The property is currently undeveloped.

## **SECTION 6.0 .....CONCEPT**

The concept for this SUP is to change the existing base zoning to allow with additional provisions development of a data center, further defined as a facility or facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems, associated components, and supporting infrastructure, including but not limited to telecommunications and storage systems, cooling systems, power supplies and systems for managing electrical and mechanical performance and equipment used for the transformation, transmission, distribution and management of electricity for on-site uses, electrical substations, battery energy storage systems ("BESS"), backup generation systems, internet-related equipment, data communications connections, private communication towers, environmental controls and security devices (collectively a "Data Center").

**SECTION 7.0 ..... SERVICE AVAILABILITY**

**7.1 ..... STREETS**

The nearest street to the north is E Coffee Creek Rd. The nearest street to the east is N. Luther Rd. The nearest street to the south is NE 206<sup>th</sup> St. The nearest street to the west is N Triple X Rd.

**7.2 ..... SANITARY SEWER**

Facilities will require sewer service to meet domestic sanitary needs. The domestic sanitary sewer needs associated with this section shall not include the use of wastewater for cooling of the facilities.

**7.3 ..... WATER**

Facilities shall require potable water to meet domestic, landscaping and fire protection needs. Potable water supply shall not be used for cooling of the facilities. Private wells shall not be utilized for cooling needs of the project. Developer and City of Oklahoma City may enter into one or more Utility Agreement(s), which will allow the Project to use City of Oklahoma City waste water (grey water) to cool facilities on the Project site. It is contemplated that the wastewater would be purchased and returned to the City of Oklahoma City via a separate Utility Agreement. All grey water used, purchased or returned to the City of Oklahoma City will be as set forth in a separate negotiated Utility Agreement with the City of Oklahoma City. The City of Oklahoma City Utility Agreement will call out the required quality of the grey water purchased and returned to comply with all Oklahoma Department of Environmental Quality laws and regulations.

**7.4 ..... FIRE PROTECTION**

The nearest fire station to this property is the Luther Fire Department located at 110 S Ash St, Luther, OK 73054. It is approximately 2 miles from this SUP development.

**7.5 .....GAS, ELECTRICAL, AND TELEPHONE SERVICE**

Proper coordination with the various utility companies will be made in conjunction with this development.

**7.6 ..... PUBLIC TRANSPORTATION**

Public Transportation is currently unavailable adjacent to this site.

**7.7 ..... DRAINAGE**

The property within this Specific Use Permit is not within a FEMA flood plain. All stormwater generated on the Property will be designed to comply with Chapter 4, Section 12-401 et seq., of the Town of Luther Code of Ordinances.

7.8 .....COMPREHENSIVE PLAN

The Land Use Plan projects this parcel to be in the rural estate land use topology area.

**SECTION 8.0 .....SPECIAL DEVELOPMENT REGULATIONS**

The following Special Development Regulations and/or limitations are placed upon the development of the SUP. Planning and zoning regulations will be those, which are in effect at the time of development of this SUP, provided, however, that the density and or intensity of the SUP shall not be increased. Development is when a permit is issued for any construction or addition to any structure on a development tract. Certain zoning districts are referred to as a part of the Special Development Regulations of this SUP. For purposes of interpretation of these Special Development Regulations, the operative and controlling language and regulations shall be the language and regulations contained herein. In the event of conflict between provisions of this SUP and any of the provisions of the Code in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this SUP, the provisions of this SUP shall prevail and be controlling. provided however, that in the event of a conflict between the Special Use and Development Regulations specifically negotiated as a part of this SUP and the provisions of the Code in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this SUP, such Special Use and Development Regulations of this SUP shall prevail and be controlling. All health, safety, and fire regulations shall meet Code requirements.

8.1.....USE AND DEVELOPMENT REGULATIONS

The use and development regulations of the I District, Industrial and Manufacturing shall govern this SUP, except as herein modified.

*All uses within the I District shall be permitted within this SUP. In addition, a Data Center, defined above, and accessory uses shall be permitted.*

**9.0.....SPECIAL CONDITIONS**

The following special conditions shall be made a part of this SUP:

Operational noise limits shall not exceed 65 dBA at the property line. This does not take into account background noise levels from outside of this parcel.

Cooling Towers and Backup Power Generation.

- a. Cooling Towers and Backup Power Generators shall not be located within any setbacks, as defined in Section 9.14.
- b. Generators shall be enclosed within non-reflective, sound-attenuated housing.
- c. Generator testing is only allowed Monday through Friday, from 10:00 a.m. to 4:00 p.m., except in the case of emergencies.
- d. All systems must be reviewed and permitted by the Town of Luther, including the Fire Department, and comply with all environmental statutes and codes.

Maximum lot coverage including all buildings and paving shall not exceed 75% of SUP area.

9.1.....FAÇADE REGULATIONS

Exterior building wall finish on all structures shall consist of a minimum 70% brick veneer, masonry, rock, stone, stucco, architectural metal, pre-cast concrete, or other similar type finish. No more than 30% EIFS (Exterior Insulation Finish System) shall be permitted.

The façade of any building visible from the property line along NE 206<sup>th</sup> St. and E Coffee Creek Rd shall have changes in wall plane, material, pattern, texture, or color, decorative metal or masonry panels, and changes in wall height.

9.2 ..... LANDSCAPING REGULATIONS

- A. The landscaping along property frontage facing NE 206<sup>th</sup> St. and E Coffee Creek Rd shall include a 50-foot-wide landscape buffer as follows:
  - a. Exception – Frontage with the following conditions shall not require buffer plantings:
    - i. Where existing wooded area at least 50’ in width is preserved.
    - ii. Within 40 lineal feet of high voltage overhead electric transmission lines.
  - b. For each 25 lineal feet of frontage or fraction thereof 1 large tree shall be planted within the buffer.
    - i. Large trees shall be capable of reaching a minimum height of 50’ at maturity.
    - ii. Large Deciduous Trees shall be capable of reaching a minimum canopy spread of 50’ at maturity.
    - iii. A minimum of 25% of large trees shall be evergreen. A minimum of 25% of large trees shall be deciduous.
  - c. For each 30 lineal feet of frontage or fraction thereof 1 medium tree shall be planted within the buffer.
    - i. Medium trees shall be capable of reaching a minimum height of 25’ at maturity.
    - ii. A minimum of 25% of medium trees shall be deciduous.
  - d. For each 10 lineal feet of frontage or fraction thereof three shrubs shall be planted within the buffer.
    - i. A minimum of 25% of shrubs shall be capable of reaching a height of 12’ or taller at maturity.
  - e. Deciduous trees shall be 2” caliper or larger and evergreen trees shall be 7-8’ height or taller at time of planting.
    - i. Up to 50% of required trees may be planted with smaller nursery stock at a 3:2 Ratio.
      - 1. Three 1” caliper deciduous trees may be planted in place of two 2” caliper deciduous trees.

- 2. Three 5-6' height evergreen trees may be planted in place of two 7-8' evergreen trees.
- f. Shrubs shall be 3-gallon container size or larger at time of planting.
  - i. Up to 75% of required shrubs may be planted with smaller nursery stock at a 2:1 ratio.
    - 1. Two 1 gallon or larger shrubs may be planted in place of one 3-gallon shrub.
    - ii. The 25% minimum required 12' at maturity shrubs may not be smaller than 3 gallons at time of planting.
  - g. Plantings shall be densely focused along the property line to maximize visual screening effect.
- B. The landscaping for the remaining perimeter, except for that portion of the Site that adjoins the Redbud Power Facility parcel, shall include a 30-foot landscaped buffer and staggered rows of evergreen trees that at maturity shall reach at least six (6) feet in height. This landscape buffer requirement may be fulfilled by the preservation of established woodland on site. Additional security fencing/screening may be placed adjacent or nearer to the buildings as necessary at the discretion of the Developer. Landscaping shall include low-water, low-maintenance native plantings
- C. Landscaping shall be regularly maintained and dead or damaged plants or trees must be removed within forty-five (45) days of notification.

9.3 ..... LIGHTING REGULATIONS

Lighting for the Project shall be adequate to illuminate the Site for safety and security while minimizing light spillover, glare and skyglow. All exterior lighting shall be pointed towards Developer's buildings and infrastructure and shielded from adjacent land uses. All exterior lighting must be full cut-off, downcast and dark-sky compliant, with LED lights 3000K or lower in color temperature. The maximum pole height is 20 feet. Developer shall submit a photometric plan showing foot-candle levels with any application with the Town for construction. Lighting must not exceed 1 foot-candle levels for any property line not along NE 206<sup>th</sup> St. Lighting for mechanical or service areas must be fully screened from public view. Fully shielded fixtures shall be used for outdoor and security lighting, which shall be aimed away from streets and residentially zoned and used properties.

9.4 ..... SCREENING REGULATIONS

Rooftop and ground-level mechanical equipment must be fully screened from NE 206th St. and E Coffee Creek Rd using architectural elements or dense vegetation.

Chain link, barbed and razor wire is prohibited along frontages. Vinyl coated chain link, decorative metal, masonry, or green-screened fencing shall be permitted.

All mounted cameras must be unobtrusive and coordinated with the fence or lighting design. No visible cabling or industrial conduit on frontages.

9.5 ..... PLATTING REGULATIONS

Platting shall be required in accordance with applicable Code requirements.

9.6 ..... DRAINAGE REGULATIONS

Development of this parcel will comply with Chapter 4 Flood Damage Prevention of the Town of Luther Code. Any additional drainage requirements will be through recognized standards and shall be expressly subject to review and approval of the Town Engineer.

9.7 ..... DUMPSTER REGULATIONS

Dumpsters shall be located within an area screened by a fence or masonry wall of sufficient height that screens the dumpster from public streets and residences and shall be placed no closer than 50 feet from all property lines adjacent to residential zoning district or use.

9.8 ..... ACCESS REGULATIONS

Access may be taken from NE 206<sup>th</sup> St. and E Coffee Creek Rd.

9.9 ..... PARKING REGULATIONS

Two parking spaces shall be required per 1,000 square feet of office area, except that no more than 180 parking spaces shall be required, with at least one (1) ADA-accessible parking space for every 25 total spaces. Parking areas shall include one (1) shade tree per eight (8) parking spaces.

9.10 ..... SIGNAGE REGULATIONS

The signage regulations shall be in accordance with the base zoning district.

9.11 ..... ROOFING REGULATIONS

All structures within this SUP shall have Class C roofing or better.

9.12 ..... SIDEWALK REGULATIONS

Sidewalks shall not be required within this SUP.

9.13 ..... HEIGHT REGULATIONS

The height of any building shall not exceed eighty-five (85) feet as measured to the roofline. Rooftop equipment shall be permitted and screened in accordance with Section 9.4. Towers that are accessory to the Project shall not exceed 150 feet in height and shall not be located within 200 feet of any property boundary.

9.14 ..... SETBACK REGULATIONS

All buildings shall be set back a minimum of fifty (50) feet from all property lines. Provided that, buildings shall be set back a minimum of one hundred (100) feet from NE 206th St and E Coffee Creek Rd.

9.15 ..... PUBLIC IMPROVEMENTS

On-site improvements shall comply with all applicable Local ordinances and State and Federal law.

9.16 ..... COMMON AREAS

Maintenance of the common areas in the development shall be the responsibility of the property owner. No structures, storage of material, grading, fill, or other obstructions, including fences, either temporary or permanent, that shall cause a blockage of flow or an adverse effect on the functioning of the storm water facility, shall be placed within the common areas intended for the use of conveyance of storm water, and/or drainage easements.

9.17 ..... DECOMMISSIONING

Prior to issuance of the Certificate of Occupancy, the Developer shall submit a Decommissioning Plan describing general procedures for securing, de-energizing, and removing equipment that may pose public safety or environmental risks if data center operations at the Project are abandoned. The Plan shall be conceptual in nature. Provided that, the holder of this SUP shall be required to comply with all applicable laws in effect at the time of decommissioning. For purposes of this Agreement, 'Abandonment' shall mean the Facility remaining non-operational and unoccupied for a period of not less than twenty-four (24) consecutive months, excluding periods of temporary shutdown for maintenance, upgrades, or market-driven operational pauses. Nothing herein shall obligate Developer to demolish improvements, remove all structures, or restore the Property to a specific use or condition, provided that the Property remains in compliance with applicable laws and does not create a public safety hazard.

**10.0 ..... DEVELOPMENT SEQUENCE**

Developmental phasing shall be allowed as a part of the development of this SUP. Town of Luther Code of Ordinances Section 12-251 Section F shall not apply to this SUP.

Operations and orderly progress toward completion of construction shall be satisfied by any of the following:

- a. Application for building permits
- b. Engagement for extension of public infrastructure
- c. Extension of public infrastructure
- d. Updates with Town on Construction Timeframes
- e. Engagement with Town on design, engineering, and permitting
- f. Procurement of materials

- g. Engagement with Town for improvements to the town water and sewer systems to serve the project
- h. Payment of any fees or related costs to upgrades and improvements to the town water and sewer systems to serve the project
- i. Engagement with the appropriate provider of power for engineering and design
- j. Execution of a contract for power with the appropriate provider

**11.0 ..... EXHIBITS**

The following exhibits are hereby attached and incorporated into this SUP. These exhibits are:

*Exhibit A* - Legal Description

*Exhibit B* - Conceptual Site Plan: The site plan included herein is conceptual. Final plans shall be submitted with a building permit and shall be administratively approved so long as such final plans adhere to the provisions of this SUP.

*Exhibit C* - Preliminary Landscaping Plan

EXHIBIT A

**Town of Luther Parcel Legal Descriptions:**

**Wesley L. Boydston and Lisa Anne Boydston** – Parcel # 4066264175000

Legal Description:

The West Half (W/2) of the Southeast Quarter (SE/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma.

**JBHCW Trust** – Parcel # 4065264171010; 4065264171000; 4066264175010

Legal Description:

The West Half (W/2) of the Northeast Quarter (NE/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma, according to the recorded plat thereof.

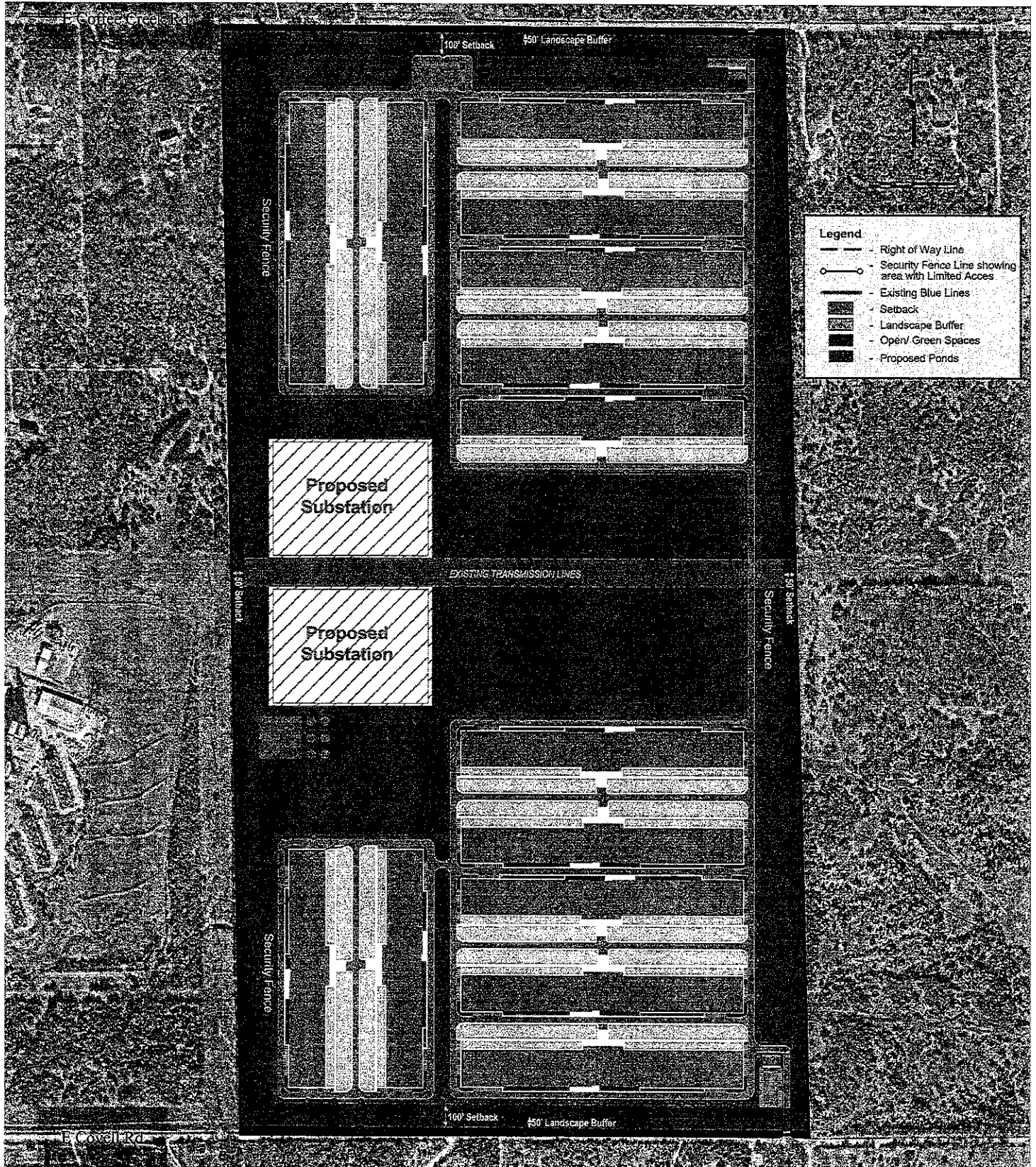
AND

The East Half (E/2) of the Northeast Quarter (NE/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma, according to the recorded plat thereof.

AND

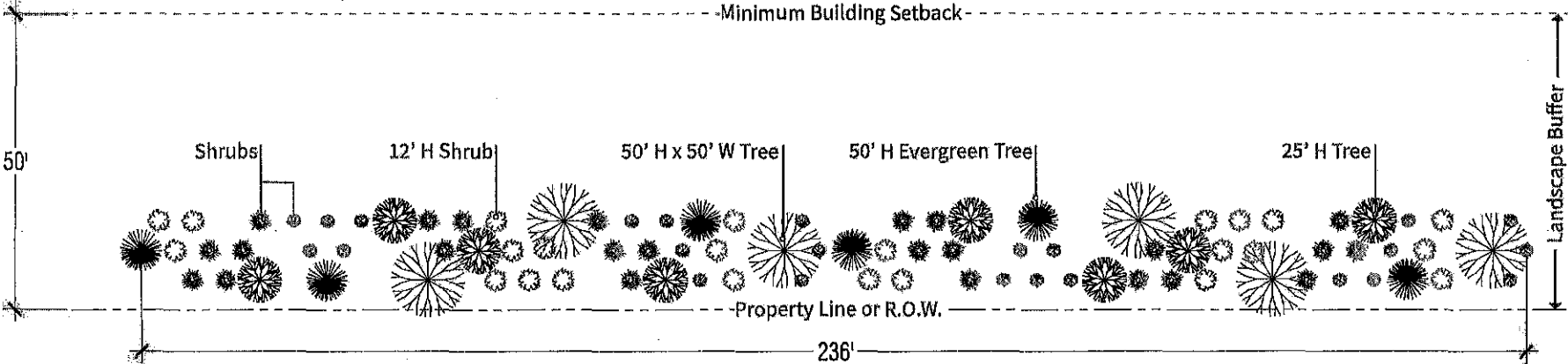
The East Half (E/2) of the Southeast Quarter (SE/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma, according to the recorded plat thereof.

# EXHIBIT B CONCEPTUAL SITE PLAN





ELEVATION



PLAN

## INFRASTRUCTURE AND SITE DEVELOPMENT AGREEMENT

THIS **INFRASTRUCTURE AND SITE DEVELOPMENT AGREEMENT** (The “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between the Luther Public Works Authority, an Oklahoma Public Trust of which the Town of Luther is the sole beneficiary (the “LPWA”) and BLE Landholdings, LLC, a Georgia limited liability company (“BELTLINE”) or any of its assigns. BELTLINE and LPWA are referred to herein collectively as the “Parties” and individually as a “Party.”

**WHEREAS**, BELTLINE uses the technical expertise of its representatives and partners, strong local relationships and focused project due diligence in order to develop, build and own quality energy and data center projects; and

**WHEREAS**, data centers serve as the backbone of the digital economy, support cloud computing, artificial intelligence, and various online services; and

**WHEREAS**, data centers expand the tax base of the local cities, towns and counties through franchise fees, *ad valorem* taxes, sales and use taxes, and vendor contributions; and

**WHEREAS**, BELTLINE is interested in developing data center operations in the Town of Luther and approached representatives of the Town of Luther (the “Town,” which term, when used in such context, shall also mean the geographical area of the Town limits) about building a new data center campus (the “Proposed Project”) to be owned by BELTLINE or another party experienced in owning and/or developing and operating data centers; and

**WHEREAS**, the Proposed Project would be located generally north of NE 206<sup>th</sup> Street and east of the Oklahoma Gas and Electric Company property which is immediately east of North Triple XXX Road in the Town (the “Subject Property”); and

**WHEREAS**, the Proposed Project anticipates employment of an estimated 420 full-time equivalent employees within the first five (5) years of commencement of its operations in the Town, such estimate being preliminary and subject to modification based on the final design, development, ownership and operation of the Proposed Project; and

**WHEREAS**, BELTLINE will construct or cause to be constructed the Proposed Project and related infrastructure at its sole cost and expense and will ensure that the Proposed Project and related infrastructure is constructed in a first-rate manner in such a way as to ensure compliance with all applicable state, federal, county and Town laws, regulations, ordinances, and codes (collectively, “Applicable Laws”); and

**WHEREAS**, the Parties specifically agree that this Agreement is expressly contingent upon (a) approval of a Specific Use Permit application by the Town Board of Trustees for the Project (the “SUP”), and (b) the BELTLINE’s closing on the purchase of the Subject Property; and

**WHEREAS**, the Trustees of the LPWA recognize that this Proposed Project and its subsequent operations could reasonably be expected to provide direct economic benefits within and near the Town, which may be achieved through retaining and increasing Town sales tax receipts, increasing utility franchise fees, increasing water and sewer revenue, increasing *ad valorem* tax revenues derived by the Town, Oklahoma County, the Luther Public School District, and other local and governmental entities, within the Town and otherwise contributing significantly to the economic well-being of the citizens and residents within and near the Town, as well as secondary and tertiary economic benefits throughout construction and operations of the Proposed Project; and

**WHEREAS**, the Trustees of the LPWA have also determined that it is necessary to ensure that construction and operation of the Proposed Project and related infrastructure only occur after the completion of assessments, design in accordance with recognized standards, and evaluation of water, electric, gas and broadband availability, as well as the discharge of stormwater and wastewater; and

**WHEREAS**, the LPWA was created under a certain Trust Indenture dated July 21, 1967, as a public trust for the use and benefit of its sole beneficiary, the Town, under authority of and pursuant to Title 60, Oklahoma Statutes, §§176, et seq., and as amended on February 17, 2025; and

**WHEREAS**, the Trustees of the LPWA deem it appropriate to approve the execution and delivery of this Agreement and in providing for the implementation of the Proposed Project and the development of the Subject Property and determine that such actions are in the best interests of the Town and the health, safety and welfare of the Town and residents within and near the Town.

**NOW, THEREFORE**, in consideration of the promises and the mutual terms, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, BELTLINE and the LPWA covenant and agree as follows:

## **ARTICLE I - NATURE OF THIS AGREEMENT**

1.1 **Scope of the Project.** The Proposed Project shall be designed, developed, constructed and landscaped in conformity with the terms of an SUP approved by the Town Board of Trustees and LPWA Board of Trustees and all Applicable Laws (including, without limitation, Oklahoma state statute, Oklahoma Department of Environmental Quality regulations and requirements, the International Building Code, Town Building and Land Subdivision Codes, and established engineering design standards). For purposes of this Agreement, (a) the term “Data Center” is defined as a facility or facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems, associated components, and supporting infrastructure, including, but not limited to, telecommunications and storage systems, cooling systems, power supplies and systems for managing electrical and mechanical performance and equipment used for the transformation, transmission, distribution and management of electricity for on-site uses, electrical substations, battery energy storage systems, backup generation systems, internet-related equipment, data communications connections, private communication

towers, environmental controls and security devices, and (b) the term "Intended Purpose" means a Data Center.

1.2 Relationship of the Parties. The undertakings of the Parties under this Agreement require the mutual cooperation of the Parties and their timely actions on matters appropriate and/or necessary to fully implement the provisions hereof. The Parties agree to exercise diligent, commercially reasonable best and good faith efforts in performing and assisting one another, and requisite third parties, in performing their respective obligations under and/or relating to this Agreement.

1.3 Identification of the Subject Property. BELTLINE is under contract to purchase the Subject Property, which is approximately 320 acres of land generally located north of East Covell Road and east of the Oklahoma Gas and Electric Company property which is immediately east of North Triple XXX Road in the Town and legally described as:

The West Half (W/2) of the Southeast Quarter (SE/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma.

The West Half (W/2) of the Northeast Quarter (NE/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma.

The East Half (E/2) of the Southeast Quarter (SE/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma.

The East Half (E/2) of the Northeast Quarter (NE/4) of Section Seventeen (17), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma.

1.4 Failure to acquire the Subject Property. If BELTLINE does not acquire the Subject Property, this Agreement shall terminate and be of no further effect.

## **ARTICLE II – ZONING AND PLATTING**

2.1 Zoning. The Subject Property is currently located within the corporate limits of the Town. BELTLINE agrees and acknowledges that the Subject Property will need zoning approval in accordance with Oklahoma state statutes and the Town of Luther Code of Ordinances. Should the SUP application of BELTLINE be denied, this Agreement shall terminate and be of no further effect. If the SUP application of Beltline is approved by the Town Board of Trustees, this Agreement shall remain in effect until BELTLINE receives its initial applicable building permit from the Town in accordance with the SUP. This Agreement shall remain in effect until the *certificate of occupancy for the first building is issued.*

2.2 Platting. Platting shall be required in accordance with applicable Code requirements.

2.3 Application for Rezoning. BELTLINE agrees to submit an Application for rezoning or the SUP. The Application shall include the following:

- a. A project description, including the list of owners and/or developers with contact information for the developers, including e-mail addresses;
- b. Information on accessible utilities and street access;
- c. A description of Proposed Project scheduling phasing and development;
- d. A conceptual site plan which shows building lines, street locations, access, driveways, parking, and other relevant information, with the final site plan to be submitted with a building permit application; and
- e. The planned location of onsite detention facilities, with the final location of onsite detention facilities to be submitted with a building permit application.

### **ARTICLE III – TESTING, STUDIES AND SERVICE AGREEMENTS**

3.1 Preliminary Site Feasibility Study. BELTLINE shall prepare or cause to be prepared a preliminary site feasibility study or memorandum for the Proposed Project, which may consist of one or more memoranda, exhibits, maps, letters, summaries, or other preliminary materials prepared by BELTLINE’s engineers, consultants, utility providers, or other appropriate third parties.

The Preliminary Site Feasibility Study is intended to provide the Town and LPWA with sufficient preliminary information to confirm that BELTLINE has evaluated, at a planning level, the anticipated utility, drainage, power, and environmental considerations associated with the Intended Purpose before the public hearing on the SUP before the Planning Commission. The Preliminary Site Feasibility Study shall be for planning, zoning, and coordination purposes only and shall not constitute final engineering design, permit-level analysis, construction documents, or a binding commitment as to final utility demands, routing, costs, infrastructure requirements, environmental mitigation, or project design.

The Preliminary Site Feasibility Study may be prepared using readily available project information, reasonable engineering assumptions, conceptual site planning, publicly available records, published utility rates or rate assumptions, existing utility information, provider correspondence, and other information reasonably available at the time of preparation. Unless otherwise required by applicable law, the Preliminary Site Feasibility Study shall not require final design, detailed hydraulic modeling, detailed hydrologic modeling, survey work, third-party pricing, sealed construction drawings, permit-level engineering, or final utility provider agreements.

The Preliminary Site Feasibility Study shall address, at a high level, the following matters:

- a. Potable Water. The estimated potable water demand for the Intended Purpose, the anticipated source or sources of potable water supply, a conceptual routing plan, anticipated usage fees or rate assumptions, minimum supply requirements, and order-of-magnitude capital improvement costs for potable water supply, if any.

b. Sanitary Sewer. The estimated sanitary sewer discharge associated with the Intended Purpose, the anticipated point or points of connection or service, a conceptual routing plan, anticipated usage fees or rate assumptions, minimum service requirements, and order-of-magnitude capital improvement costs for sanitary sewer service, if any.

c. Stormwater and Drainage. A preliminary stormwater and drainage review based on conceptual site information, existing topographic or publicly available drainage information, and reasonable engineering assumptions.

d. Power. Preliminary confirmation that BELTLINE has considered anticipated electric power service needs for the Proposed Project. Final electric power service requirements shall be coordinated by BELTLINE with the applicable utility as the Proposed Project proceeds through design, permitting, utility coordination, and construction.

e. Environmental Review. A preliminary environmental review or screening of the Property based on readily available records, publicly available information, existing reports, site information, and reasonable consultant review. The preliminary environmental review shall be intended to identify, at a high level, known or reasonably apparent environmental conditions relevant to the Intended Purpose.

The Preliminary Site Feasibility Study shall be provided to the Town and LPWA before the public hearing on the SUP before the Planning Commission. Receipt of the Preliminary Site Feasibility Study shall satisfy BELTLINE's obligation to provide preliminary utility, drainage, power, and environmental information before the SUP hearing. All information contained in the Preliminary Site Feasibility Study shall be preliminary and subject to refinement as the Proposed Project proceeds through design, permitting, utility coordination, provider negotiations, and construction planning.

Following receipt of the Preliminary Site Feasibility Study, LPWA shall provide BELTLINE with a "will serve" letter with respect to potable water service to be provided by the Town, subject to applicable Town and LPWA requirements and the assumptions, conditions, and limitations identified in the Preliminary Site Feasibility Study.

With respect to any water supply required for cooling operations of the Proposed Project, such water shall not be potable water. If treated wastewater is contemplated for cooling operations, BELTLINE shall enter into a water supply agreement with an entity other than the Town for use of treated wastewater for such cooling operations. Any such water supply agreement shall be provided to LPWA when BELTLINE proceeds with building permits, unless treated wastewater for cooling operations of the Intended Purpose is not contemplated.

3.2 Permitting-Phase Studies and Final Approvals. BELTLINE shall complete or cause to be completed any final engineering studies, utility designs, stormwater reports, drainage analyses, environmental reports, utility provider agreements, construction plans, permits, and other technical materials required by applicable law, applicable utility provider requirements, or the Town's generally applicable permitting requirements at the time BELTLINE proceeds with

planning, site plan approval, building permits, civil construction permits, or other applicable project approvals.

Nothing in the Preliminary Site Feasibility Study shall limit the Town's ability to review final plans and permit applications for compliance with applicable laws, ordinances, engineering standards, and permitting requirements, and nothing in the Preliminary Site Feasibility Study shall require BELTLINE to complete final design, permit-level engineering, or final utility provider agreements before approval of the SUP.

#### **ARTICLE IV – PUBLIC INFORMATION**

4.1 Maintenance of a Public Website. BELTLINE shall create and maintain a public website explaining the general scope of the Proposed Project.

4.2 Informational Public Meeting. Prior to the Effective Date, in addition to the public meetings required for approval of the Preliminary Plat, the Final Plat, and Rezoning, BELTLINE agrees to have at least one (1) Informational Public Meeting. This Meeting shall be held at a time and place convenient to the public with advance notice of no less than one (1) week. The Public Informational Meeting shall be held prior to Public Hearing on the SUP before the Planning Commission.

#### **ARTICLE V– SITE DESIGN STANDARDS AND INSPECTIONS**

5.1 Site Design Standards. BELTLINE agrees to comply with all site design standards set forth in the SUP.

5.2 Inspections. The LPWA may retain an experienced inspector to ensure that the development, construction, and design of the Subject Property and the Proposed Project are in compliance with Applicable Laws. BELTLINE agrees to comply with the direction of all inspectors retained by the Town as necessary to ensure compliance with Applicable Laws. At the request of BELTLINE, with the approval of LPWA, BELTLINE may employ, at its sole cost and expense, an experienced third-party inspector in place of the LPWA inspector for the purpose of ensuring compliance.

#### **ARTICLE VI – INDEMNIFICATION AND INSURANCE**

6.1 Indemnification. BELTLINE shall indemnify and hold harmless the LPWA for any liability arising out of or related to BELTLINE'S negligent acts or omissions with regard to this Agreement and the obligations of BELTLINE stated herein, but only to the extent not caused by willful misconduct or negligence of the LPWA or its officials, employees or agents.

6.2 Insurance. Prior to commencement of construction of the Proposed Project, BELTLINE shall obtain and maintain, or shall cause its contractor to obtain and maintain, in full force and effect one or more policies of builder's risk insurance in commercially reasonable amounts in regard to the Proposed Project. Following completion of the Proposed Project, BELTLINE shall maintain insurance in commercially reasonable amounts for replacement value and liability.

## **ARTICLE VII – POTENTIAL BENEFITS OF PROPOSED PROJECT**

7.1 Franchise Fees: In connection with the Proposed Project, the Town is expected to receive franchise fees collected by OG&E from BELTLINE or its end user. BELTLINE shall cooperate with the Town in connection with the collection of franchise fees but shall have no liability or obligation to the Town with respect to the payment thereof.

7.2 Sales and Use Taxes: In connection with the Proposed Project, the Town is expected to receive significant sales and use taxes. BELTLINE shall comply with all Applicable Laws with respect to the payment of sales and use taxes but shall have no liability or obligation to the Town for sales or use taxes due and owing by any third parties.

## **ARTICLE VIII – ASSIGNMENT OF AGREEMENT**

8.1 Assignment. BELTLINE shall have the right to assign its rights or obligations under this Agreement to the owner of the Subject Property and/or end user of the Proposed Project. Any party that assumes the rights and obligations of this Agreement shall expressly agree to the terms contained herein.

## **ARTICLE IX - GENERAL PROVISIONS**

9.1 Nondiscrimination. BELTLINE agrees not to discriminate on the basis of race, color, religion, gender, or national origin in the sale, lease, or rental or in the use or occupancy of the Subject Property, the Proposed Project or any related facilities in violation of Applicable Laws.

9.2 Conflict of Interest; Representatives not Individually Liable. No official or employee of the LPWA shall have any personal interest in or under this Agreement, and the LPWA shall ensure that no official or employee of the LPWA voluntarily acquires any ownership interest, direct or indirect, in any legal entity which is a party to this Agreement. No official or employee of the LPWA shall be personally liable to BELTLINE in the event of any default or breach by the LPWA for any amount to become due to BELTLINE under this Agreement.

9.3 Applicable Law, Severability and Entire Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or surviving portion(s) of such provision, and each other provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the LPWA and BELTLINE with respect to the subject matters of this Agreement, there being no terms, conditions, warranties or representations with respect to the subject matter other than as contained herein.

9.4 Third Parties. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties and not for the benefit of any other

persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person.

9.5 No Partnership Created. This Agreement specifically does not create any partnership or joint venture between the Parties hereto or render any Party liable for any of the debts or obligations of any other Party.

9.6 Formalities and Authority. The Parties represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

9.7 Notices and Demands. Any notice, demand, or other communication under this Agreement must be in writing and sent using the contact information as stated below, and shall be deemed to have been given when (a) personally delivered; (b) if sent by a recognized overnight courier service, on the next business day following delivery to such service, or (c) if sent by electronic mail, upon receipt of proof of transmission, provided that if notice is provided under subsection (c), an additional copy of such notice is also provided as described in subsection (a) or (b).

To the LPWA:

Chairman – Luther Public Works Authority  
108 South Main Street  
Luther, Oklahoma 73054  
Email:

To BELTLINE:

BLE Landholdings, LLC  
154 Krog St, Suite 105  
Atlanta, GA 30307  
Attn: Legal

As to BELTLINE, with a copy to:

Holt Ney Zatcoff & Wasserman, LLP  
100 Galleria Parkway, Suite 1800  
Atlanta, Georgia 30339  
Attn: Derek Krebs, Esq.  
Email: dkrebs@hznzw.com

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the others as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a Party under this

Agreement to any other Party under this Section shall be given to each other Party to this Agreement.

9.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns.

9.9 Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by both Parties.

9.10 Unavoidable Delays. The time for performance of any term, covenant, condition, or provision of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" shall mean beyond the reasonable direct or indirect control of the Party obligated to perform the applicable term, covenant, condition, or provision under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, epidemics/pandemics, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy, and casualty, and shall not include any delays attributable to financial difficulties; provided, the assertion of any unavoidable delay shall be subject to the asserting Party first giving written notice to the other Party of its claim thereof and thereupon and forthwith diligently and in good faith undertaking all reasonable efforts to overcome the conditions leading to or causing such delay.

9.11 Further Assurances. Each Party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to the consummation of the matters or completion of the undertakings set forth herein, as may be reasonably requested by any other Party to consummate more effectively the purposes or subject matter of this Agreement.

9.12 Attorneys' Fees. In the event of any controversy, claim or dispute between the Parties affecting or relating to the subject matter or performance of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all of its reasonable out of pocket expenses, including reasonable attorneys' fees.

9.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

9.14 Construction of this Agreement. Each Party hereby acknowledges that it and its legal counsel have reviewed and, as the case may be, revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

9.15 Termination by BELTLINE. Notwithstanding anything to the contrary in this Agreement, BELTLINE may, at its sole discretion, terminate this Agreement at any time by providing written notice to the LPWA if it elects not to proceed with the Proposed Project, and upon such

termination, BELTLINE shall have no further obligations, liabilities, or commitments under this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized official(s), as of the date first above written.

**The LPWA:**

THE LUTHER PUBLIC WORKS AUTHORITY

ATTEST:

BY: \_\_\_\_\_  
Chairman Wm. Terry Arps

\_\_\_\_\_  
Secretary

**BELTLINE:**

BLE Landholdings, LLC

BY: \_\_\_\_\_

Name:

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

ss:

Before me, the undersigned, a Notary Public in and for said County and State on the \_\_\_\_ day of \_\_\_\_\_, 2026, personally appeared \_\_\_\_\_, \_\_\_\_\_ of **BLE LANDHOLDINGS, LLC**, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said limited partnership for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public

**ORDINANCE NO.2026-05**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, DECLARING A MORATORIUM UNTIL DECEMBER 31, 2026, ON THE ACCEPTANCE OF NEW APPLICATIONS FOR THE PROCESSING OF AND ISSUANCE OF REZONING REQUESTS AND PERMITS, INCLUDING BUILDING PERMITS AND SPECIFIC USE PERMITS, THAT WOULD ALLOW CONSTRUCTION ON, EXPANSION OF, OR USE OF A PROPERTY FOR A DATA CENTER LOCATED IN THE TOWN OF LUTHER; PROVIDING AN EXCEPTION FOR CERTAIN PENDING REZONING REQUESTS; PROVIDING FOR AN APPEAL PROCESS; PROVIDING FOR EFFECTIVE AND EXPIRATION DATES; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY**

**WHEREAS**, historically, data centers in Oklahoma have been on a small scale or associated with a specific office or business use, and they did not generate the potential negative impacts that have now become associated with new, larger-scale data centers; and

**WHEREAS**, large-scale data centers can cause potential issues related to water usage, electrical usage, noise, heat, air quality, infrastructure issues, and various other potential impacts; and

**WHEREAS**, the Town is in the process of reviewing the zoning use classifications, including the addition of a use unit for data centers and battery storage systems and associated components and regulations thereto; and

**WHEREAS**, as part of the approval process of revisions to the Zoning Code to address data centers, the holding of public hearings and adoption of amendments related to data centers are critical and an emergency exists that requires the declaration of a temporary moratorium on the acceptance of applications for the processing of and issuance of all rezoning requests and permits, including building permits, for the construction on or use of property for new or expanded data centers; and

**WHEREAS**, the declaration of a temporary moratorium will allow the Board of Trustees time to evaluate the full scope of the potential impacts of data centers and to determine the appropriate regulations to be applied to data centers.

**NOW, THEREFORE, BE IT ORDAINED BY THE TRUSTEES OF THE TOWN OF LUTHER, AS FOLLOWS:**

**SECTION I.** A Moratorium is hereby declared on the acceptance of new applications for processing of and issuance of rezoning requests and permits, including building permits, that would allow for the construction on, the expansion of, or the use of real property located in the Town of Luther for data centers. No application for such a rezoning or a permit, including building permits or specific use permits, for construction or expansion of a building or structure for such use shall be accepted or processed by the Town of Luther, and no permits, including building permits, shall be issued for the same during the term of this Moratorium.

**SECTION II.** Any firm, person or business entity aggrieved by any determination made by the Town Manager under the terms of this Ordinance may appeal such determination to the Board of Trustees within ten (10) days of the denial of acceptance of the application. The Board of Adjustment is hereby authorized to grant variances from the terms of this Ordinance to relieve an unnecessary hardship, provided the purpose and intent of the Ordinance is met.

**SECTION III.** The provisions of this Ordinance shall only apply to applications for the processing of and issuance of rezoning requests and permits, including building permits, for the construction and/or expansion of or use of property for data centers which are filed after the effective date of this Ordinance as set forth in Section 4 below.

**SECTION IV.** The Moratorium shall become effective immediately upon its adoption, and shall remain in full force and effect until December 31, 2025, at 5:00 p.m., after which it shall automatically expire and be null and void; provided that, the expiration date of the Moratorium may be modified by the enactment of a subsequent ordinance of the Town of Luther Board of Trustees.

**SECTION V.** If any part or parts of this ordinance are deemed unconstitutional, invalid, or ineffective, the remaining portion shall not be affected, but shall remain in full force and effect.

**SECTION VI.** All ordinances in conflict herewith are hereby repealed.

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

**PASSED AND APPROVED** and the Emergency Clause ruled upon separately this 9<sup>th</sup> day of June, 2026.

\_\_\_\_\_  
MAYOR WILLIAM TERRY ARPS

ATTEST:

\_\_\_\_\_  
Town Clerk

Approved as to form and legality:

---

Town Attorney

**Nick Hutchins**

10:00 AM (0  
minutes  
ago)

to me

Rian,

I'm 41, I have 3 young boys in Luther schools. 2 in middle school and 1 in elementary. I want the town to grow and prosper not only for my sake but for theirs as well. I also feel it is important to serve the community where you live. I believe I can help with projects, planning, funding and budgeting if need be.

I am a veteran and retiree of the Army, I retired last May after 21 years. 6 active the rest reserves. During my service I held various leadership roles and managed budgets and projects in excess of 100 million. Currently I am the Health, Safety and Environmental Director for Kimray in OKC, we manufacture pressure controls for oil and gas. I've been in oil and gas for nearly 20 years, various leadership roles in pipeline, corporate, remediation and refining. I gained experience managing projects and outages of large and small scale as well. I have a service mentality, at work and in life putting the needs of the people we serve above all else is the way I do business and I would bring that same mentality to the committee. I appreciate the opportunity and if now isn't the right time hopefully you'll keep me in mind for future positions. Thanks!

-Nick

#23

To the Luther Town Council / Trustees;

My name is Larry Brady; I have interest in filling the vacancy on the Planning Commission. My wife of 39 yrs., Dannel and I have lived in Luther for 10 yrs and our daughter's family resides here also. I want to be involved in Our town and serve where I can assist in making a difference for the good of the whole town of Luther. I will take the task seriously and fairly in all that I would be involved in. I have been around construction for approximately 30yrs, from the setting up and leveling a building pad to finishing the construction of a project. I've done planning and installation for both electric and gas lines to homes and buildings to concrete slabs. I've assisted in metal building construction and have built my barndominium home. Thank you for your consideration in this appointment to the Town of Luther Planning Commission.

Larry Brady  
19800 E Coffee Creek Rd  
Luther, Ok. 73054  
405-229-4691

To the Luther Board of Trustees,

I am formally submitting my application to serve on the Luther Planning Commission.

As most of you know, I previously served on the Planning Commission for approximately three and a half years and worked alongside several members of the current commission during that time. Through that experience, I became familiar with the planning and zoning process, the direction of the town, and the responsibility that comes with making decisions that affect residents, businesses, infrastructure, and future development.

When I stepped away from the commission, it was due to matters in my personal and professional life that needed my attention at that time. I believed it was the responsible decision to step back, address those matters properly, and not continue in a role if I could not give it the focus it deserved. Since then, I have been able to get those matters resolved sooner than I expected, and I am now in a position where I am ready to serve again.

Outside of my previous service on the commission, I am also a local business owner. Business has taught me the importance of negotiation, communication, problem solving, accountability, planning, and follow-through. It has also taught me to look at both the immediate details and the long-term impact of decisions being made. Those are principles I take seriously and would continue to bring with me in serving the town.

I believe strongly in the future of Luther and the opportunities ahead for the community. Responsible growth, local business, infrastructure, and long-term planning are all important to the future of the town. My previous experience on the commission, familiarity with the process, understanding of the town's trajectory, and business background would allow me to step back into the role and contribute immediately.

I have invested a lot of time and energy into this community over the years because I care about where Luther is headed, and I would appreciate the opportunity to serve the town again.

Thank you for your time and consideration.

Tyler Slawson



## Letter of Interest for Luther Planning Commission Vacancy

To Whom It May Concern :

I am interested in the vacancy on the Luther Planning Commission.

While I have just closed on property in Luther, I am heavily invested in the well-being of the town. We are planning on this being our forever home. And I want to make sure that I'm doing everything I can to help Luther grow.

I am a licensed mechanical engineer (I design HVAC and plumbing systems for commercial buildings) and am very familiar with codes and standards and reviewing plans. I have been part of *planning commission meetings in the past (although from the engineer of record side)*. The company that I work for has a planning department, and while I can't engage them officially without hiring them, I can use their expertise to help guide decisions and help understand the best way to attract new businesses that can help with the annual budget of the community.

I would enjoy an opportunity to participate in local government with the hopes that I could offer a valuable perspective to the planning process. Thank you for your time.

Sincerely,

**Chris Carlsen**  
Group Leader, Mechanical Engineering

Google Maps

Luther, Oklahoma

Google Street View

Jul 2024 See more dates



Google Maps

Image capture: Jul 2024 © 2026 Google



#24

**OKLAHOMA COUNTY CRIMINAL JUSTICE AUTHORITY – MUNICIPALITY OF  
LUTHER JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into between the Municipality of Luther, Oklahoma an Oklahoma municipality (hereafter referred to as the “City”), and the Oklahoma County Criminal Justice Authority (hereinafter referred to as “Authority”).

**RECITALS**

WHEREAS, Authority is public trust created pursuant to the authority of Title 60, Section 176 *et seq.* of the Oklahoma Statutes and empowered to operate the Oklahoma County Detention Center for the benefit of Oklahoma County. By the powers granted by Article VIII of the Trust Indenture and in accordance with Title 19, Section 180.43 and Section 513.2 the Authority is empowered to enter contracts as necessary to perform its duties.

WHEREAS, City is a municipality incorporated and acting under the laws of the State of Oklahoma and empowered to enter this Agreement by the powers granted by the City Charter and pursuant to Title 19, Section 180.43.

WHEREAS, this Agreement is made pursuant to the Title 74, Section 1008 of the Interlocal Cooperation Act.

NOW THEREFORE, for and in consideration of the promises and promises herein contained, the parties agree as follows:

**ARTICLE I: GENERAL TERMS AND CONDITIONS**

A. The purpose of this Agreement is to provide for the incarceration of municipal prisoners within the Oklahoma County Detention Center.

B. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meaning herein specified:

1. “City prisoner” shall be defined as any prisoner incarcerated in the Oklahoma County Detention Center solely on municipal charges, solely on a municipal conviction, and/or any other person that is otherwise held solely at the request of the law enforcement of the municipality that surrendered custody to the Detention Center.

2. “Hold for state prisoner” shall be defined as any prisoner arrested by a municipal police officer, with or without a warrant, for any alleged violation of Oklahoma state law. Hold for state prisoners will become city prisoners as defined herein when all state charges have been declined or otherwise disposed of and the prisoner is being held solely on one or more municipal charges and/or convictions.

3. “Prisoner day” shall be defined as each calendar day, or partial day, that a city prisoner is incarcerated in the Oklahoma County Detention Center.

C. The term of this Agreement shall be from the 1st day of July 2026, at 12:01 a.m., to midnight on the 30<sup>th</sup> day of June 2027, unless terminated prior thereto in accordance with Article IV.

D. A waiver by the parties of any provision of this Agreement must be in writing and signed by the parties hereto.

E. The rights and duties under this Agreement are not assignable except upon prior written consent of the parties.

F. Title of Paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

## **ARTICLE II: OBLIGATIONS OF THE PARTIES**

A. Authority agrees to provide the following jail services for the incarceration of municipal prisoners and no other:

1. Authority agrees to detain and incarcerate any person delivered to the Oklahoma County Detention Center who is classified as a city prisoner or hold for state prisoner as defined herein and who has been determined to be medically fit for incarceration by medical personnel of the Detention Center, following a review of the results of the body scanner. For purposes of this Agreement, physical custody shall be deemed to pass from City to Authority only after the prisoner has been cleared as fit for incarceration by medical personnel of the Detention Center, the results of the body scanner have been reviewed, and all necessary documentation for booking of prisoners has been presented to jail staff. Until physical custody of any prisoner is transferred to Authority, City and its officers and employees are exclusively responsible for the custody, safety, and care of the prisoner and any expenses or liability therefor.

2. Upon passage of physical custody of a prisoner from City, Authority agrees to provide access to adequate food, clothing, shelter, and basic on-site medical care to each prisoner until such time as the prisoner is released on bond, by order of a court, or otherwise completes service of any sentence of confinement in the Oklahoma County Detention Center.

3. Authority agrees to coordinate with municipal judges of City for the posting of bonds for city prisoners.

4. Authority agrees to permit employees of City, who have been approved by City's Chief of Police and who are acting in the course of official duties, to have access to any city prisoner or hold for state prisoner at any time while the prisoner is incarcerated at the Oklahoma County Detention Center.

5. Authority agrees to permit employees of City, who have been approved by City's Chief of Police and who are acting in the course of official duties, to assume temporary physical custody of any city prisoner from the Detention Center. Temporary

physical custody of any city prisoner is transferred from Authority to City upon presentment of the prisoner to City's employee. Upon temporary transfer of physical custody from Authority to City, City and its officers and employees are exclusively responsible for the custody, safety, and care of the prisoner and any expenses or liability therefore. Transfer of temporary physical custody from City back to Authority shall occur upon presentment of the prisoner to the Detention Center by City's employee.

6. If a hold for state prisoner requires medical care that cannot be rendered on-site at the Oklahoma County Detention Center, Authority will notify City via a designated contact person. Authority will further transport the prisoner to and from the Detention Center and maintain supervision over the prisoner while care is rendered at the outside facility or until an order of release or recognizance bond is entered by a court.

7. If a city prisoner requires medical care that cannot be rendered on-site at the Oklahoma County Detention Center, Authority will notify City via a designated contact person and proceed as follows:

- a. If the city prisoner requires non-emergency medical care, City will take temporary physical custody of the prisoner and transport them to and from the outside medical care facility. Such transportation will be by a law enforcement vehicle or other means, including ambulance, as is necessary based upon the prisoner's medical condition.
- b. If a city prisoner requires urgent or emergency medical care, Authority will transport the prisoner to a hospital or other appropriate outside medical facility. City will assume temporary physical custody of the prisoner by providing a uniformed officer to remain with the prisoner at the hospital or outside medical facility within four (4) hours of being notified of the prisoner's need for care. Cost of transportation and supervision of the city prisoner by Authority employees prior to City's assumption of temporary physical custody will be borne by City and calculated at the following rates: (i) IRS standard mileage rate as of July 1, 2025; and (ii) staff time calculated in increments of .10 of an hour, rounded up to the next .10 hour. If City does not assume temporary physical custody within four (4) hours of being notified of the prisoner's condition, the staff time rate for Authority employees to maintain physical custody of the city prisoner will increase to \$52.50 per hour for each hour, calculated in increments of .10 of an hour and rounded up to the nearest .10 hour.
- c. If a city prisoner requires medical care from a facility outside of the Detention Center for any reason, City will be the primary party liable for all expenses incurred for medical care and related expenses of the city prisoner. City agrees to indemnify and hold harmless Authority and Oklahoma County, as its beneficiary, from any and all such expenses.

8. Authority agrees to provide jail inspection reports of the State Department of Health to City upon request.

9. Authority agrees to submit monthly statements no later than the 15<sup>th</sup> of each month following the month of service on a claim form pursuant to statutory and/or City

Charter requirements. For compensation purposes, City's financial responsibility ends on the date City provides Authority documentation authorizing release of a city prisoner regardless of the date of actual release of the prisoner. Compensation for the jail services described herein shall be calculated as the total of the following charges:

- a. \$171.31 for the first prisoner day for each city prisoner detained at the Oklahoma County Detention Center. This includes the first prisoner day upon which a hold for state prisoner becomes a city prisoner even though the prisoner may have been incarcerated for one or more previous days awaiting determination or disposition of all state charges.
- b. \$71.53 for the second prisoner day and every subsequent prisoner day thereafter for each city prisoner detained at the Oklahoma County Detention Center.
- c. Cost of transportation for each city prisoner transported by Authority to an outside hospital or facility for medical care as set forth herein.
- d. Cost of supervision for each city prisoner supervised by Authority employees at an outside hospital or facility for medical care as set forth herein.
- e. Actual cost of medical care rendered to a city prisoner and all related medical expenses from a facility outside of the Oklahoma County Detention Center for any reason.

11. Authority may conduct a quarterly reconciliation of City's hold for state prisoner and city prisoner booking, charging, and case disposition records to ensure accuracy of prisoner classification for purposes of City's financial responsibility under this Agreement. Authority reserves the right to assess additional charges in accordance with the rates as set forth herein for jail services for any prisoner originally classified as a hold for state prisoner and found to be prosecuted upon a municipal citation or charge arising out of the same transaction or occurrence that formed the basis for the original arrest on state charges where the state charges are declined or dismissed without disposition on the merits.

12. Nothing in this Agreement shall limit the ability of Authority to collect fees for medical services as set forth in Section 531 of Title 19 and/or Section 979a of Title 22 of the Oklahoma Statutes.

B. The duties of City under this Agreement are as follows and no other:

1. City will not present any prisoner who is in need of immediate medical care to the Oklahoma County Detention Center. A prisoner in need of immediate medical care includes, but is not limited to, one who is unconscious or semi-conscious, bleeding, or cannot answer questions concerning their health to the satisfaction of medical personnel at the Detention Center. A prisoner who indicates or shows a need for medical care must first be taken to a hospital or other medical facility from a list of providers approved by the Detention Center. City employees must provide documentation of medical evaluation and/or treatment or refusal thereof by an approved hospital or medical facility as part of the documents required for booking and transfer of physical custody to Authority. Failure

to provide such documentation will result in rejection of the prisoner as medically unfit for detention.

2. City shall promptly notify designated employees of the Oklahoma County Detention Center of scheduled court appearances of any city prisoner. City shall assume temporary physical custody of a city prisoner for transport to and from all municipal court appearances. Upon temporary transfer of physical custody from Authority to City, City and its officers and employees are exclusively responsible for the custody, safety, and care of the prisoner and any expenses or liability therefor. Transfer of temporary physical custody from City back to Authority shall occur upon presentment of the prisoner to the Detention Center by City's employee.

3. City employees shall at all times comply with all security and confidentiality policies provided to them by Authority and its employees. Information belonging to Authority shall be safeguarded by City as its own information of like kind, subject to disclosures required by law.

4. City will provide designated employees of Authority written notice of the filing of any one or more municipal citations or charges against a current or former hold for state prisoner arising out of the same transaction or occurrence which formed the basis for the arrest and detention of the hold for state prisoner. Notice shall include the prisoner's name, date of birth, date of arrest, state charges at the time of booking, and the case number of the municipal citation or charge.

5. City will promptly provide designated employees of Authority with documentation relevant to the detention status of any hold for state prisoner or city prisoner. Such documents shall include, but not be limited to, decline or dismissal of state charges by the District Attorney's Office, decline or dismissal of city charges by the Municipal Counselor's Office, orders of release, recognizance bonds, and Judgment and Sentences.

### **ARTICLE III: MODIFICATION OF AGREEMENT**

This Agreement sets forth the complete understanding of the parties and supersedes previous negotiations, representations, and oral agreements between the parties and their agents. No party, agent, administrator, or their employees may alter or change the terms of this Agreement, nor shall any party be bound by any statement or representation not in conformity herewith.

The terms of this Agreement may be amended as required by law or as may be in the interests of the parties. Any such modification and its effective date will be agreed upon by all parties in writing.

### **ARTICLE IV: CANCELLATION OF AGREEMENT**

A. Any party may terminate this Agreement when it is determined to be in the party's best interest. The termination of the Agreement shall be effective thirty (30) days from the receipt of the written notice of termination. Written notice will be given in compliance with Article X of this Agreement.

B. Upon termination of this Agreement prior to the end of the then existing term, City shall pay all amounts due to Authority for jail services rendered up to the effective termination date in accordance with the fees described in Article II hereof.

#### **ARTICLE V: RELATIONSHIP OF THE PARTIES**

This Agreement is made between two political subdivisions of the State of Oklahoma. No separate legal entity or organization is created by this Agreement. This Agreement does not create an employment relationship, a joint employment relationship, a borrowed servant relationship, an agency relationship, a joint venture, or an association between the parties.

#### **ARTICLE VI: NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement is intended by the parties, nor shall the Agreement be construed to confer upon any person or legal entity not a party to this Agreement any right, remedy, or claim, equitable or legal, under or by reason of this Agreement or any provision hereof. All provisions, conditions, and terms of this Agreement are intended to be and are for the exclusive benefit of Authority and City. Nothing herein shall be construed as consent by the parties to be sued by third parties or that this Agreement can be used in any litigation by third parties.

#### **ARTICLE VII: NO WAIVER OF SOVERIEGN IMMUNITY**

Each of the parties are political subdivisions of the state entitled to protections and immunities pursuant to the Governmental Tort Claims Act, Title 51, Section 151 *et seq.* Nothing in this Agreement is intended to or should be construed to be a waiver by any party of sovereign immunity or any other protections provided by the Governmental Tort Claims Act.

#### **ARTICLE VIII: EXECUTION**

This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

#### **ARTICLE IX: SEVERABILITY**

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

#### **ARTICLE X: NOTICES**

All notices, designations, consents, offers, acceptances, or any other communication provided for herein will be given in writing and delivered by First Class U.S. Mail, by receipted hand delivery, or other similar and reliable carrier and addressed to each party as stated below. Notice will be deemed to be provided at the time it is actually received or within five days after deposited in First Class U.S. Mail.

Oklahoma County Criminal Justice Authority  
c/o Oklahoma County Clerk  
320 Robert S. Kerr, Suite 200  
Oklahoma City, OK 73102

Municipality of Luther  
c/o City Clerk

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE XI: AUTHORIZATION**

Each party to this Agreement represents and warrants to the other that they have the right, power, and authority to enter into and perform their obligations under this Agreement. By their signatures hereto, the parties represent that all requisite action to approve execution, delivery, and performance of this Agreement has been taken and that this Agreement constitutes a legal, valid, and binding obligation to the entity he or she represents in accordance with its terms.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above agreement and caused their duly authorized representatives to execute this Agreement.

The Oklahoma County Criminal Justice Authority

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
County Clerk

Municipality of Luther

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Clerk



Town Manager <office@townoflutherok.com>

**Fwd: D.A.R.E Conference**

1 message

**Les Warren** <les.warren@townoflutherok.com>  
To: Town Manager <office@townoflutherok.com>

Wed, Jun 3, 2026 at 9:44 AM

Captain Les Warren  
Luther Police Department  
Luther Oklahoma 73054  
les.warren@lutherpolice.org  
405-229-7555

----- Forwarded message -----

From: **Travonna Wright** <travonna.wright@townoflutherok.com>  
Date: Wed, May 27, 2026 at 6:31 PM  
Subject: Re: D.A.R.E Conference  
To: Johnny Leafly <johnny.leafly@lutherpolice.org>, Les Warren <les.warren@lutherpolice.org>

Just checking on follow up for this.

Sgt. Wright  
Luther Police Department  
108 S Main St / PO BOX 56  
Luther, Oklahoma 73054  
405-277-3500

On Sat, May 23, 2026 at 18:02 Travonna Wright <travonna.wright@townoflutherok.com> wrote:

Good Evening,

This year the D.A.R.E Conference is June 15-17, I have \$500 in the dare account to go toward accommodations. I have to pre-register by May 30th.

Thank you for your attention to this matter.

Thank you,

Sgt. Travonna Wright  
Luther Police Department  
108 S Main / PO Box 56  
Luther, OK 73054  
P: 405-277-3500  
F: 405-277-9965

*\$180 conf fee  
\$110/night plus tax (hotel)  
\$80/day meals/misc per diem  
(per GSA)*

*#26*

**RESOLUTION NO. 2026-05R**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, APPROVING AND ADOPTING THE RATES AND FEES FOR WATER, SANITARY SEWER SERVICE, AND SOLID WASTE; TO BRING THE CHARGES IN LINE WITH SIMILARLY SITUATED COMMUNITIES; AND ESTABLISHING AN EFFECTIVE DATE OF AUGUST 1, 2026**

**WHEREAS**, on May 12, the Board of Trustees discussed a five percent (5%) increase in rates for solid waste, water service, and sanitary sewer service; and

**WHEREAS**, on May 12, the Board of Trustees discussed a forty three percent (43%) increase in rates for bulk wastewater dump fees; and

**WHEREAS**, in order to address significant infrastructural issues and utility budget deficiencies, the Board believes that it is necessary to increase the fees for water, sanitary sewer service and solid waste disposal; and

**WHEREAS**, the increased rates and charges will bring current rates in line with those charges imposed by similarly situated communities; and

**WHEREAS**, the Board of Trustees deems it appropriate to approve and adopt the increased fees and determines that such actions are in the best interests of the Town and the health, safety and welfare of the Town and residents within and near the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, THAT** the rates and fees for solid waste disposal, water service, and sanitary sewer service are increased effective August 1, 2026, by 5% and that bulk wastewater dump fees are increased by 43%

**DATED** this 9th day of June, 2026.

\_\_\_\_\_  
MAYOR WILLIAM T. ARPS

ATTEST:

\_\_\_\_\_  
TOWN CLERK

# 27

# GENERAL MUTUAL COOPERATION AGREEMENT

## BETWEEN THE TOWN OF LUTHER & THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

THIS GENERAL MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into effective JULY 1, 2026, between the TOWN OF LUTHER, a municipal corporation organized and existing under the laws of the State of Oklahoma (the "Municipality"), and the BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County").

### RECITALS:

WHEREAS, 69 O.S. § 601A, authorizes the County to use any funds which are in the county highway fund to construct and maintain as county highways those roads which best serve the most people of the county; and

WHEREAS, 69 O.S. § 603 provides that the County may contract for grading, draining, or hard-surfacing any street within any municipality where such street is a continuation of or a connecting link in the State or County Highway System; and

WHEREAS, 69 O.S. § 1903B authorizes the County to enter into an agreement with a municipality or any two or more counties or municipalities to construct, improve, repair or maintain any of the roads, streets or highways of the other parties to the contract; and

WHEREAS, County Resolution No. 118-08 has set out procedures for tinhorn acquisition if the requested tinhorn location(s) is/are within the corporate limits of a municipality, and a legal agreement with the municipal entity to install the tinhorn and collect the fees must be approved; and,

WHEREAS, the County and the Municipality find that it is to the mutual benefit of the citizens of both the Municipality and the County to enter into an agreement for mutual cooperation for maintenance, construction, and repair of certain streets within the limits of the Municipality and the responsibility of the Municipality, and the installation of tinhorns within the limits of the Municipality.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The County may, at their discretion, perform work to construct, improve, or repair certain roadways within the incorporated limits of the Municipality.
2. The Municipality's governing body must submit specific written requests to the County, titled regarding particularly described streets or portions of streets for which the Municipality is seeking the County's assistance in construction, improvement, repair and maintenance. Said requests shall adequately and specifically describe the street location and the specific type of

assistance needed from the County and describe the anticipated period of time that such assistance shall be needed. If the County approves the Municipality's request for assistance, said request shall be performed pursuant to the authority of this Agreement and the specific agreement.

3. The Municipality shall, under the specific agreement, furnish to the County the funds to pay the Municipality's share of the costs of labor, engineering, equipment, and material.

4. No party to the contract shall be liable for the acts or omissions of the other party or for failure to inspect or supervise the performance of the other party.

5. The parties understand and agree that this Agreement in no way relieves the Municipality of the Municipality's primary duty to maintain its streets in a reasonably safe condition for travel by the public for the duration of the project.

6. Municipality hereby represents and warrants to County that the Municipality owns, leases, or holds beneficial easements on any and all real property on which they seek the County's assistance in construction, improvement, repair or maintenance.

7. Notwithstanding anything to the contrary herein, the Municipality acknowledges that the County's performance of work under this agreement is subject to the County's availability of highway department personnel, equipment, labor and materials, and to weather conditions or circumstances beyond the reasonable control of County.

8. This Agreement shall commence on July 1, 2026 and continue through June 30, 2027.

*APPROVED by the governing bodies of the parties on the dates hereafter set forth.*

**MUNICIPALITY**

APPROVED by the Municipality this \_\_\_\_\_ day of \_\_\_\_\_,

2026.

**ATTEST:**

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Mayor

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_,

2026.

\_\_\_\_\_  
City Attorney

COUNTY

APPROVED by the County this 8th day of May

2026.


BOARD OF COUNTY COMMISSIONERS  
OF OKLAHOMA COUNTY, OKLAHOMA

By Erin Manghan  
Chairman

By Jason Lowe  
Member

By Paul Foster  
Member

ATTEST:

Maressa Ineart   
County Clerk

APPROVED as to form and legality this 4th day of May, 2026.

La Elor Eddy  
Assistant District Attorney



Fireworkz A' Poppin' LLC  
Dakota Hoover

Date of Contract 5/21/2026

Town of Luther

110 S Ash, PO Box 56, Luther, OK 73054

Attn: Joseph P. Figueroa

Dear Joseph:

Thank you for selecting Fireworkz A' Poppin' to produce your fireworks display. We enclose our one display contract in the amount of Eight Thousand Dollars (\$8,000.00) for display to be held on July 3rd, 2026.

1. CONTRACTS:

Contracts must be returned within thirty (30) days of the date contract was written. Contracts are to be initialed at the bottom of the first page, signed and dated on the bottom right of the second page. Shows are only placed on our schedule once we are in possession of the signed contract.

2. Once we receive your signed contract, I (Dakota Hoover) will sign and return an original executed copy to you by email.

3. DEPOSIT: A deposit invoice will be emailed after contract signing and payment is required on or before June 21st, 2026. Please do not wait to return the signed contract until the deposit is due.

We look forward to producing this fireworks display and providing our services to you for your event. If you have any questions, please do not hesitate to call.

Yours truly, *Dakota Hoover*

Fireworkz A' Poppin' LLC  
405-641-0437

1516 W College Ave, Guthrie, OK 73044  
www.fireworkzapoppin.com

#29

Display Dates:

July 3 - 2026

2

## CONTRACT

**THIS CONTRACT, prepared on the 21st day of May, 2026, and is by and between **FIREWORKZ A' POPPIN'**, Guthrie, OK, as **DISPLAY COMPANY** and **Town of Luther**, as **CLIENT**.**

**WITNESSETH:** In consideration of the parties mutual covenants and the terms and conditions all of which are hereinafter stated in this contract, the **DISPLAY COMPANY** and **CLIENT** agree as follows:

**DISPLAY COMPANY** agrees to provide, deliver and display to and for the benefit of **CLIENT** a certain fireworks show along with operators to fire the display(s). **DISPLAY COMPANY** shall be responsible for any and all wages, expenses and workers compensation for any and all persons employed by **DISPLAY COMPANY** and will provide to the **CLIENT** public liability and property damage insurance in the amount of \$1,000,000.00 combined single limit, and will add as additional insured the sponsor of the project, the property owner of the location, any property owner in the fallout zone, and any municipality where the shoot is being performed in or any municipality that requests additional insured status, same having been approved and accepted by **CLIENT** for providing a fireworks display service at:

**DISPLAY SITE:**

On the Following Date(s):

**July 3 - 2026**

**CLIENT** agrees to pay **DISPLAY COMPANY** for said fireworks display(s) thereof, the sum of:  
**EIGHT THOUSAND DOLLARS (\$8,000)**

This contract must be executed within thirty (30) days from the date the contract was prepared, listed in the first paragraph of the first page of this contract. If **CLIENT** does not return the signed contract within thirty (30) days of that date, this contract will be void and a new contract will need to be negotiated. **CLIENT** agrees to pay the deposit for each display of **FOUR THOUSAND DOLLARS (\$4,000.00)**, which is Fifty Percent (50%) of the total agreed price for each display, by check made payable to **Fireworkz A' Poppin' LLC** by **May 17th 2026**. An invoice will be emailed out for the deposit when contract signing is complete. **CLIENT** shall pay the balance of said display(s) upon receipt of invoice after each fireworks display(s), by check made payable to **Fireworkz A' Poppin' LLC**.

**CLIENT** agrees to provide security to prevent spectators or other unauthorized persons in any area designated by the **DISPLAY COMPANY**. **DISPLAY COMPANY** shall provide a detailed site plan to the **CLIENT** and shall designate the areas where spectators and/or unauthorized persons are prohibited prior to the conducting of the fireworks display(s). The **CLIENT** shall also provide sufficient security protection for the fireworks and equipment owned by the **DISPLAY COMPANY** prior to and after the fireworks display(s). The **DISPLAY COMPANY** shall be responsible for an inspection of the display area and fall out zone for debris and other items related to the fireworks display. The **CLIENT** shall be responsible for cleanup of any and all refuse attributable to those persons at the fireworks display such as spectators, guests (whether invited or not). Additionally, **CLIENT** shall assume the liability and pay for any and all claims, demands, damages or any other request for reimbursement by any person, firm or entity for any damage as a result of the **CLIENT's** failure to provide proper security for the fireworks display site.

→Initials: \_\_\_\_\_

CLIENT shall be responsible for all permit fees and fire watch fees necessary to conduct fireworks display. DISPLAY COMPANY shall prepare and secure all permits associated with the fireworks display and list them on your final invoice.

Any alteration or modification to this contract shall be in writing as agreed by the parties. Nothing in this Contract shall be construed or interpreted to mean a partnership, joint venture or employer/employee relationship between the parties hereto; each of the parties hereto being responsible for its or his separate and individual acts, debts and obligations.

The following guidelines will be in effect regarding weather: It is understood and agreed that if the display is postponed due to weather on either the display date or the rain date, there will be a twenty five percent (25%) surcharge for expenses. It is understood and agreed that the DISPLAY COMPANY's chief on site pyrotechnician, along with the local Authority Having Jurisdiction (AHJ), shall make the final determination if the conditions are conducive for a safe and proper fireworks display. If the display is cancelled altogether due to weather, there will be a fifty percent (50%) surcharge and the CLIENT will forfeit their deposit. If the CLIENT cancels the display for any other reason, on the day of display, the full price of the display will be charged.

The following guidelines will be in effect regarding non weather related cancelations: It is understood and agreed that the fireworks display herein contracted for by the CLIENT is created particularly for and on account of said contract and specially produced, designed and assembled by DISPLAY COMPANY at the request of CLIENT. As a result, it is agreed to by the parties that the CLIENT may only terminate this contract by giving at least sixty (60) days written notice of cancellation prior to the display date(s). In the event that the CLIENT shall provide cancellation of the contract within the above stated time, the CLIENT shall be responsible for, and shall pay to DISPLAY COMPANY the amount of fifty percent (50%) of the agreed price. In the event that cancellation of the event and/or contract for fireworks display is less than sixty (60) days prior to the event, the CLIENT shall pay to the DISPLAY COMPANY the entire agreed price.

This contract shall be binding upon and insure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. This contract is not binding if DISPLAY COMPANY is restricted in any manner due to local, state or federal regulations. The person signing this contract on behalf of the CLIENT hereby represents that they have the legal authority to bind and contract for the CLIENT. In the event that there is a breach of this contract, the DISPLAY COMPANY shall be entitled to all damages herein.

I understand that if I do not pay the entire balance due in full, and my account is forwarded for further collection efforts, I will be responsible for any and all reasonable collection fees, legal fees, filing fees, service costs and disbursements incurred as a result of the collection efforts.

CLIENT will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of 300 Feet at all points from the discharge area; - The display area must be 70ft per inch of shell discharged as put forth by NFPA 1123-2014 (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; (f) Cleanup responsibilities on following day after search of fallout area; and (g) Provide credit as "Fireworks by Fireworkz A' Poppin'" in all advertising and marketing materials.

→Initials: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereunto set their hand in duplicate the day and year first written on Page One of this contract.

Fireworkz A' Poppin'  
DISPLAY COMPANY

Town of Luther  
CLIENT

Dakota Hoover  
Display Operator

\_\_\_\_\_  
Signature of Representative/Agent

\_\_\_\_\_  
Printed Name

CONTACT/INSURANCE INFORMATION FORM You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Sponsor Name (Entity Contracting Display Operator): \_\_\_\_\_

Primary Point of Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Accounts Payable Email: \_\_\_\_\_

Date(s) of Show: \_\_\_\_\_

Display Start Time(s): \_\_\_\_\_

Rain Out Date(s) within 3 days of original: \_\_\_\_\_

Day-of-Show Contact Name: \_\_\_\_\_

Day-of-Show Mobile Phone Number: \_\_\_\_\_

Day-of-Show Email: \_\_\_\_\_

Display Site Location(s) and Address(es): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If Display Company has produced a show at this site, has the geography changed (i.e, new structures, new terrain, etc.)? If yes, please describe:

\_\_\_\_\_

\_\_\_\_\_

Additionally Insured – If Applicable:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

-->Initials: \_\_\_\_\_

The Fireworks:

The fireworks that will be provided for your show fall under these categories: 1.4G Consumer and 1.4G Pro. Under these categories lie herein the possible products used. 500 gram cakes, 200 gram cakes, single shots, slices, artillery, compounds, special effects.

"Cakes" are multishot devices that range from 200 grams to 500 grams of black powder.

"Single Shots" are singular effect devices with one shot ranging from 1.2" to 2.5" diameter.

"Slices" are 1.4G Pro Sliced sections of cakes.

"Artillery" are single shot aerial devices 1.75" in diameter and between 4-8" in length fired from mortar tubes individually.

"Compounds" are multiple 500 gram 1.4G Pro cakes made to tie into each other in sequence to create a larger longer lasting display

"Special Effects" are uncommon devices used in pyrotechnic displays for a variety of effect types. These include but are not limited to: Lances, Set Pieces, Liquid Fuel Mines, etc.

For the estimated budget of \$8,000 I have outlined the total amount of devices, total shot count, and total time. Your show is currently created solely by 1.4G and 1.4G Pro 500 gram cakes and 1 special effect liquid fuel mine; permitting distancing required and wind. Your show is made of bore sizes from 1.2" to 3" diameter shots of pyrotechnics - Changes may be made for both smaller and larger bore sizes and vertical/fan shapes to be used depending upon shoot site examination and crowd distance.

Total 500 Gram Cakes: 121 cakes - 1.4G and 1.4G Pro Compound

Total Shots: 4573

Total Special Effects: 0

Total Time of Show: 18 minutes

This is an Estimate by Display Operator. Final changes will be made after receiving Final budget amount from CUSTOMER and any changes made due to new product being added/removed/changed from the initial quote. We strive to give you the best show possible with your budget and our expertise!

→Initials: \_\_\_\_\_

**Sold To :**

Luther Fire Department  
Luther, OK (Oklahoma) 73054  
(M) 405-277-3833 |  
Firechief@townoflutherok.com



**Ajax Motorsports of OKC**  
8417 S. I-35 Service Road  
Oklahoma City, OK 73149  
(405) 634-8400

**Date: May. 20,2026**  
Salesperson: Travin Wiley  
PICK TICKET #156857



Description	Vendor	Bins	Sold	S/O	Price	Unit	Total
TIRE COYOTE 25X10-12 BIAS 6PR LR420LBS	WPS		0	6	\$141.99	\$113.59	\$681.54
WASTE TIRE FEE	MISC	N	6	0	\$1.99	\$1.99	\$11.94

Shipping Amount:	\$0.00
Sold Amount:	\$11.94
S/O Amount:	\$681.54
Sub Total:	\$693.48
Tax Exempt	\$0.00
<b>Total:</b>	<b>\$693.48</b>
Amount Tender:	\$0.00
<b>Balance:</b>	<b>\$693.48</b>

**You saved \$170.40 on your total purchase today.**

NO RETURNS ON SPECIAL ORDERS, ELECTRICAL PARTS, BELTS, HELMETS OR DISCOUNTED ITEMS

Returns are subject to in-store credit only

Chemicals and oils are not subject to discounts.

Special Orders Returned are subject to a 30% restocking fee

No Returns Without Receipt or after 30 days

Special orders must be picked up within 90 days or order will be forfeited with no refund.

\$25.00 Return Check Fee

Open Tuesday thru Friday 9am to 6pm Saturday 9am to 4pm

1A 30

**JONES OFFROAD**

12555 E. BRITTON RD  
JONES, OK 73049  
405-399-9005

**Pick Ticket**

Sold To: Counter Sale

Date: 05/15/2026 12:52 PM

Sold	S/O	Lay	P/U	Part Number	Sub	Description	Ext Price	Bin	Ava
0	6	0	0	570-4201	WP	TIRE COYOTE F/R 25X10-12 LR-42	\$848.64		0

Subtotal \$848.64

Sales Tax \$0.00

Pick Ticket Total \$848.64

(This is not an Invoice)

1981-1982

1981-1982

**SHAMBERG**  
Motorsports & Marine

1981-1982

**ORDINANCE NO. 2026-04**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, PART 10, "OFFENSES AND CRIMES," CHAPTER 3, "OFFENSES AGAINST THE PUBLIC," OF THE LUTHER CODE OF ORDINANCES, AMENDING SECTION 10-303(B),(E) AND (F), "FIREWORKS REGULATED; LICENSES; SALE AND DISCHARGE RESTRICTED," SAID AMENDMENT TO CHANGE THE DATES TO OBTAIN A PERMIT FOR FIREWORKS AND TO USE FIREWORKS AND PROVIDING AN EXCEPTION FOR PUBLIC DISPLAYS; REPEALING ALL PRIOR ORDINANCES TO THE CONTRARY; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY**

**BE IT ORDAINED BY THE TRUSTEES OF THE TOWN OF LUTHER, AS FOLLOWS:**

**SECTION I.** Section 10-303(B) of the Code of Ordinances of the Town of Luther, Oklahoma, is hereby amended to read as follows:

Fireworks stands may be licensed between June 20 and July 4 only. In addition to paying a license fee in such sum as set by the Town Board of Trustees, before the license is issued, the applicant shall pay a deposit in such sum as required by the Board guaranteeing that the premises shall be cleaned and all paper, trash, and debris shall be completely removed by the licensee. If the premises are not cleaned, the money shall be forfeited and the Town shall be responsible for cleaning the area. The above-referenced dates shall be subject to change following written approval by the Mayor, the Fire Chief, and the Police Chief. Further, this subsection D shall not apply to public fireworks displays sponsored or hosted by the Town of Luther.

**SECTION II.** Section 10-303(D) of the Code of Ordinances of the Town of Luther, Oklahoma, is hereby amended to read as follows:

Each fireworks stand shall post notice, in a conspicuous place, that it is a violation of the ordinances of the town to discharge any fireworks within the town limits at any time, except for June 30-July 4 of each calendar year at the following times:

- a. Sunday through Thursday from 10:00 a.m. to 10:00 p.m.
- b. Friday and Saturday from 10:00 a.m. to midnight.

The above-referenced dates shall be subject to change following written approval by the Mayor, the Fire Chief, and the Police Chief. Further, this subsection D shall not apply to public fireworks displays sponsored or hosted by the Town of Luther.

**SECTION III.** Section 10-303(E) of the Code of Ordinances of the Town of Luther, Oklahoma, is hereby amended to read as follows:

The use and/or discharge of fireworks within the town limits is prohibited except for June 30-July 4 of each calendar year at the following times:

- a. Sunday through Thursday from 10:00 a.m. to 10:00 p.m.
- b. Friday and Saturday from 10:00 a.m. to midnight.

The above-referenced dates shall be subject to change following written approval by the Mayor, the Fire Chief, and the Police Chief. Further, this subsection E shall not apply to public fireworks displays sponsored or hosted by the Town of Luther.

**SECTION IV.** If any part or parts of this ordinance are deemed unconstitutional, invalid, or ineffective, the remaining portion shall not be affected, but shall remain in full force and effect.

**SECTION V.** All ordinances in conflict herewith are hereby repealed.

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

**PASSED AND APPROVED** and the Emergency Clause ruled upon separately this 25<sup>th</sup> day of April, 2024.

\_\_\_\_\_  
MAYOR WILLIAM TERRY ARPS

ATTEST:

\_\_\_\_\_  
Town Clerk

Approved as to form and legality:

\_\_\_\_\_  
Town Attorney

*(Follow the Arrow)* ←

# MAIN STREET MURAL FEST

## LUTHER 66 CENTENNIAL

Fun for families, artists, and 66 road trippers!

**SATURDAY, JULY 18, 2026**  
 ⇒ 9:00 AM – 1:00 PM ⇐

### ★ CHALK MURAL CONTEST!

CREATE YOUR OWN PAVEMENT ART MASTERPIECE!

**PRIZES!**

- ★ MOST CREATIVE
- ★ BEST LUTHER ROUTE 66 THEME
- ★ GRAND CHAMPION

All participants receive a **FREE** box of chalk!

- 🎨 ROUTE 66 ART & MURALS
- 🛍️ VENDORS & SHOPPING
- 🚚 FOOD TRUCKS
- 🎵 LIVE MUSIC
- 📷 PHOTO OPPORTUNITIES
- 🏆 PRIZES & MORE!

**FREE SPACE** for kids to doodle!

**DETAILS & REGISTRATION:**  
 Scan the QR code or visit [townoflutherok.com](http://townoflutherok.com)

**CELEBRITY ART JUDGES!**  
 Come create, have fun, and leave your mark on Historic Main Street Luther!

**FOLLOW US FOR UPDATES!**  
 Town of Luther on Facebook

**CALL TOWN HALL FOR MORE INFO:**  
 (405) 277-3833