



Terry Arps, Mayor, Trustee One
Jerrod Davis, Trustee Two
Vacant, Trustee Three
Jeff Schwarzmeier, Trustee Four
Cindy Taylor, Trustee Five

**BOARD OF TRUSTEES FOR THE TOWN OF LUTHER
THURSDAY SEPTEMBER 24, 2026, AT 6:30 P.M.
LUTHER TOWN HALL
108 S MAIN, LUTHER, OKLAHOMA 73054**

NOTICE AND AMENDED AGENDA OF SPECIAL MEETING

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.

This meeting will be conducted in accordance with the approved Code of Conduct, approved May 12, 2026, and posted on the Town of Luther website.

Agenda revisions are in italics.

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Determination of a quorum
6. Trustee Comments

Trustee One (Terry Arps)

7. Consideration, discussion, and possible action to review letters of interest in the vacant Board of Trustees position and interview, question, and possibly select one of the applicants to fill said vacant seat that expires in April 2029.
8. *Consideration, and discussion of the REAP Grant application process for FY 2027.*
9. Consideration, discussion, and possible action to approve an increase in the speed limit along Hogback Road from 178th Street north approximately 1200 feet to the Luther Community Center.

Trustee Two (Jerrod Davis)

10. Consideration, discussion, and possible action to approve a modified lease contract with American Tower for cell tower co-location on the Town of Luther water tower. **Tabled from the September 8, 2026 meeting.**

Trustee Three (vacant)

11. Consideration, discussion, and possible action to accept the bids and award the fire station retaining wall project to Toro Concrete in the amount of \$47,000 and authorize the execution of contract documents.

Trustee Four (Jeff Schwarzmeier)

12. Consideration, discussion, and possible action to approve a lease agreement with Bottleless Nation, LLC for an ice machine at a cost not to exceed \$199.00 per month.
13. Consideration, discussion, and possible action to close town hall the afternoon of November 6, 2026, for preparation of the Luther Pecan Festival.
14. Consideration, discussion, and possible action to close parts of main Street, East 1 Street, and NE 2nd Street on November 7, 2026 for the Luther Pecan Festival.
15. Consideration, discussion, and possible action to approve Saturday, October 31, 2026 as trick-or-treat night for the Town of Luther.
16. Consideration, discussion, and possible action to approve an contract addendum with Xcel Office Solutions for a new I.T. server backup at town hall.

Trustee Five (Cindy Harris Baker)

17. Consideration, discussion, and possible action to approve Anna Campbell and Mitch Shepley to the Board of Adjustment.
18. Consideration, discussion, and possible action, to approve a lot combination/boundary adjustment of the following legal descriptions: LUTHER TOWNSHIP PT SW4 SEC 27 14N 1E; UNPLTD PT SEC 27 14N 1E 000 000 PT SW4 SEC 27 14N 1E; UNPLTD PT SW4 SEC 27 14N 1E; and UNPLTD PT SW4 SEC 27 14N 1E
19. Consideration, discussion, and possible action to approve a proposed ordinance designating the town manager as the point of contact for economic development matters including economic development.
20. **Adjourn.**



Rian Harkins, Town Manager/Clerk



Amended Agenda Posted September 21, 2026, at Luther Town Hall, via MailChimp, on the website at www.townoflutherok.com and on Facebook at The Town of Luther, prior to 7:00 pm.

Application for Vacant Trustee Position Serving Remainder of Term through April 2027

Teresa Poisson <teresa@poissonservices.com>

Thu, Sep 10, 2026 at 8:35 PM

To: Town Manager <office@townoflutherok.com>

Cc: Terry Arps <trustee1@townoflutherok.com>, Jerrod Davis <trustee2@townoflutherok.com>, Cindy Harris Baker <trustee5@townoflutherok.com>, "trustee3@townoflutherok.com" <trustee3@townoflutherok.com>, "trustee4@townoflutherok.com" <trustee4@townoflutherok.com>

Rian and Trustees,

I am submitting my letter of interest for the Trustee position vacated by Carla Caruthers for the remainder of the term until April 2027.

I am sincerely interested in all the aspects of our town and in the path towards a healthy and bright future compatible with the character and lifestyle that makes it unique and personable for the citizens who live here as well as the visitors we want to see.

I believe in the town's spirit and the passion of its' citizens. I think we have a big opportunity to make the most of what all of us have learned from the many valuable experiences over the last 16 months. I would like to see the citizens stay engaged in the positive growth and development of our community. It has been obvious that the citizens do care about the town and their way of life here. I am most committed to helping to find ways to channel all of that energy and sincerity the citizens have expressed in as many positive ways as possible to ensure the best and brightest future for Luther.

I am self-employed and provide administrative services to my clients. My clients range from real estate investors with rental properties in Arizona and group real estate investments in Colorado to a vineyard in Sonoma County, CA and winery in Napa County, CA. I have worked with my clients since 2013. Prior to 2013, my husband and I had a company that was contracted to the US Air Force for the operations and maintenance of the base telecommunications systems which involved maintenance as well as the build out of new communications infrastructure on the base. We had up to 52 employees at various times and projects. Our company had contracts performing for the Air Force in North Carolina, Arizona and Nevada. I have also owned wholesale and retail businesses in Oklahoma and California.

My work with the Air Force provided me with a lot of experience with contracts, proposals, federal and state regulations, permits, processes and procedures. My time with my clients has also provided me with knowledge in a state/federal regulated industry involving permitting and compliance reporting. I have been responsible for their customer service relations, billing, payroll, sales/expense projections and contracts.

We are at a unique and complicated time in our town with the need for economic development that is in harmony with the vision that our citizens have for the town which will require a strong framework to work from. Fostering good stewardship in everyone in the town, forward thinking, effective communication and understanding with open minds and a willingness to come together will lead our town to where it needs to be - all of us working to make Luther the best it can be.

I am volunteering to do my best to serve to see Luther be the happy and thriving town all of us deserve it to be.

I appreciate your time and consideration of my letter of interest to serve the town. As always, I want to express my sincere gratitude for your service to our town and your strength of character over the last 16 months to stay committed to help Luther be the best it can be even through some most difficult times.

Best regards,

Teresa Poisson



Town Manager <office@townoflutherok.com>

Interest email

Stephanie Mason <slmason2879@gmail.com>

Tue, Sep 8, 2026 at 11:35 PM

To: Town Manager <office@townoflutherok.com>, trustee1@townoflutherok.com, trustee2@townoflutherok.com, trustee3@townoflutherok.com, trustee4@townoflutherok.com, trustee5@townoflutherok.com

Cc: Beth Anne Childs <bethanne@thechildsfirm.com>

Stephanie Mason

405-684-6327

[Slmason2879@gmail.com](mailto:slmason2879@gmail.com)

Luther, OK 73054

9/8/2026

Open Trustee Member

Town of Luther, Board of Trustees

Subject: Expression of Interest – Board of Trustees Position

Dear Town Council,

I am writing to formally express my interest in serving on the Board of Trustees for the Town of Luther. Having previously served as an employee for Luther, I developed a deep appreciation for the community's unique strengths, its strategic goals, its potential growth and the vital role the Board plays in shaping its long-term vision.

My background in both the court clerk and Administrative Assistant roles provided me with direct insight into local administrative processes, fiscal planning, and community engagement. Beyond my professional familiarity with the town, my experience includes being a long term resident, a good working relationship with Town leadership, including general government, fire, code enforcement, public works, and police departments, which enables me to evaluate key issues objectively and contribute effectively to governance decisions.

I am eager to leverage my past experience and continued commitment to the community to support the Board's initiatives and uphold the high standards of stewardship expected by the public. As a 30 year resident, I'm proud to maintain a passion for my community.

Thank you for your time and consideration. I welcome the opportunity to discuss how my background aligns with the current needs of the Board for the Town of Luther.

Stephanie Mason

Letter of interest regarding town board position

Steve Thomas fng718@icloud.com

Ms. Harkins

I would like to submit this letter as my interest in the vacant town board position, I have lived in Luther with my wife and family for the last 35 years. My three children all graduated from Luther high school and now my grandchildren attend Luther schools. I am currently lab manager and vice president of operations at Atlas Asphalt Products in Oklahoma City. With over forty years' experience in highway and vertical construction pertaining to structural and utilities I hope I can be an asset to the town's maintenance and future growth. In closing I also am a retiree from the fire department, so I am very conscious of the towns and the people's safety. Thank you for your consideration.

Respectfully,

A handwritten signature in blue ink that reads "Steve L. Thomas". The signature is fluid and cursive, with a long horizontal line extending from the end.

Steve Thomas



Town Manager <office@townoflutherok.com>

Open Position Board of Trustee

Jacky Peevyhouse <jackypeevyhouse@yahoo.com>

Fri, Aug 28, 2026 at 8:06 PM

To: "office@townoflutherok.com" <office@townoflutherok.com>, "trustee2@townoflutherok.com" <trustee2@townoflutherok.com>, "trustee1@townoflutherok.com" <trustee1@townoflutherok.com>, "trustee4@townoflutherok.com" <trustee4@townoflutherok.com>, "trustee5@townoflutherok.com" <trustee5@townoflutherok.com>

Jacky Ray Peevyhouse
116 North Cedar st
P.O Box 549
Luther Oklahoma 73054
405-821-3938
jackypeevyhouse@yahoo.com

TO:

Luther Board of Trustees
Mayor Terry Arps
Jeff Schwarzmeier
Cindy Taylor
Jerrod Davis

Dear Board of Trustees

I am writing to formally express my interest in serving on the Luther Oklahoma Board of Trustees. I have been a proud resident of Luther Oklahoma for 35 years. I have long admired your commitment to the improvement this Town Board as made to the community in the last few years. I have seen a lot of positive growth to are Town and Community. I welcome the opportunity to contribute my strategic leadership and to support your strategic goals.

Currently retired from 28 years in Major Bakery Business. I have developed deep expertise in managing fellow employees, Budgeting and Successfully Organize millions and dollars of in ingredients and supplies, Transportation and Dispatching. This experience taught me how to balance long-term fiduciary duties with immediate operation needs. I would be fairly new to the procedures in the inner working of the Town Board. But willing to learn and to help in any way I can.

Beyond my professional background I am deeply connected to the community. I have raised my children in this community an also have grandchild and family, friends in this community. It would be my honor in privilege to service and participate in helping this town and community grow and prosper feather more than it has already have.

I am fully prepared to dedicate the time required for board meetings, committee service, and advocacy efforts. I promise to serve this community with honesty, dignity, integrity and respect. Thank you for time and consideration. I look forward to the possibility of discussing how my background aligns with current needs of the Board.

Jacky Peevyhouse

RURAL ECONOMIC ACTION PLAN



Association of Central Oklahoma Governments

4205 N. Lincoln Blvd. | Oklahoma City, OK 73105 | 405.234.2264 | acogok.org

REAP FUNDING RESOLUTION

THIS FORM IS REQUIRED FOR ALL REAP APPLICATIONS. IT MUST BE SIGNED AND ATTESTED BY CITY, TOWN OR COUNTY OFFICIALS.

WHEREAS, the Town of Luther
(GOVERNMENTAL ENTITY, E.G., CITY, TOWN OR COUNTY)
Economic Action Plan Fund for Police Patrol Vehicle
(PROJECT DESCRIPTIONS/DESCRIPTION OF NEED) in the Town of Luther
(GOVERNMENTAL ENTITY);
and

WHEREAS, it is in the best interest of the residents of Town of Luther
(GOVERNMENTAL ENTITY) to expedite the
preparation and submission of an application for financial assistance from the Rural Economic Action
Plan Fund in the form of a grant.

NOW THEREFORE BE IT RESOLVED that William "Terry" Arps
(CHIEF ELECTED OFFICIAL) of the
Town of Luther
(GOVERNMENTAL ENTITY) is hereby authorized and directed to sign an application and related
documents necessary to file and process a grant application through the Rural Economic Action Plan
Fund on behalf of the Town of Luther
(GOVERNMENTAL ENTITY).

PASSED AND APPROVED by the Town of Luther
(GOVERNING BODY) this 24
day of September 2026.

By: _____
TITLE

ATTEST: _____



Request to Restore Hogback Road General Speed Limit Pending Required Engineering Study

GoodOKCitizen <GoodOKCitizen@proton.me>

Fri, Sep 11, 2026 at 2:36 PM

To: "office@townoflutherok.com" <office@townoflutherok.com>, "paul.foster@oklahomacounty.org" <paul.foster@oklahomacounty.org>, "Stacey.Trumbo@oklahomacounty.org" <Stacey.Trumbo@oklahomacounty.org>, "william.mcclung@oklahomacounty.org" <william.mcclung@oklahomacounty.org>, "trustee1@townoflutherok.com" <trustee1@townoflutherok.com>, "trustee2@townoflutherok.com" <trustee2@townoflutherok.com>, "trustee3@townoflutherok.com" <trustee3@townoflutherok.com>, "trustee4@townoflutherok.com" <trustee4@townoflutherok.com>, "trustee5@townoflutherok.com" <trustee5@townoflutherok.com>, "bethanne@thechildsfirm.com" <bethanne@thechildsfirm.com>

Town of Luther and Oklahoma County Officials:

I am writing to formally request that the general posted speed limit on Hogback Road be restored to the previously posted 35 mph, outside the times and limits of the existing school zone, until the engineering and traffic investigation required by Oklahoma law has been completed..

I want to make clear at the outset that I am not challenging the existing school zone on Hogback Road. The school-zone signage identifies specific times during which the reduced school-zone speed applies, and I am not requesting any change to that properly established, time-limited school-zone restriction...

My concern is the separate decision to reduce the general posted speed limit on Hogback Road from 35 mph to 25 mph outside the posted school-zone times and, where applicable, outside the limits of the school zone itself.

This request follows the responses I received to my Oklahoma Open Records Act requests and subsequent correspondence with Oklahoma County Engineering.

The Town of Luther has confirmed that it has no responsive records for the requested engineering and traffic investigation, speed study, traffic data, roadway analysis, arterial designation, urban-district determination, or MUTCD engineering analysis supporting the reduction from 35 mph to 25 mph.

Oklahoma County Engineering has separately confirmed in writing: "No studies were conducted."

County Engineer Stacey Trumbo has subsequently stated that the County relies upon 47 O.S. §11-801(F)(1)(a) as providing the County Commissioners discretion to determine speed limits and uses §11-801(B)(4) concerning school zones as "sound judgement" for selecting 25 mph.

I respectfully believe that this does not resolve the requirements of 47 O.S. §11-803.

Section 11 -803 provides that when local authorities determine that an existing maximum speed is greater or less than is reasonable and safe, that determination is to be made "on the basis of an engineering and traffic investigation." The statute further requires an engineering and traffic investigation when establishing the proper maximum speed for arterial streets.

I also have concerns regarding reliance upon §11-801(F)(1)(a). That provision concerns a maximum speed established by resolution for county roads "which are not otherwise posted for speed." Hogback Road was already posted at 35 mph before this action.

Likewise, the existence of an established school zone does not by itself establish a permanent 25-mph general speed limit outside the posted school-zone times or throughout the remainder of Hogback Road. The school-zone restriction on Hogback is specifically time-limited by the posted signage.

The public records also demonstrate that this action was broader than merely maintaining an existing school zone. Oklahoma County Highway Superintendent Bill McClung wrote that the County was working with Luther to "lower the speed limits to 25 throughout the town" and stated that BOCC approval was required.

The Oklahoma County BOCC action subsequently described the proposal as converting "areas of heavy pedestrian travel" from 35 mph to 25 mph for safety purposes, and the Board approved the item.

Luther Resolution 2026-02R states that the County Engineer recommended converting the suburban areas to 25 mph "as a matter of simplicity and consistency." The resolution does not contain the findings of an engineering and traffic investigation establishing 25 mph as the reasonable and safe general maximum speed for Hogback Road.

Given that both the Town and County have now confirmed that no engineering and traffic study supporting this alteration was conducted, I respectfully request the following corrective action:

1. Restore the previously posted 35-mph general speed limit on Hogback Road outside the times and limits of the existing properly marked school zone, pending completion of the engineering and traffic investigation required by 47 O.S. §11-803 and applicable MUTCD provisions.
2. Leave the existing school-zone speed restriction unchanged during the posted times in which that school-zone restriction is in effect.
3. Suspend enforcement of the new general 25-mph limit outside the operative school-zone restriction until the legal and engineering basis for that change has been resolved.
4. Place reconsideration of the applicable speed-limit resolutions on the agendas of the appropriate Town of Luther Board of Trustees and Oklahoma County Board of County Commissioners meetings so that corrective action may be considered publicly.
5. If the Town and County continue to believe that 25 mph is the appropriate permanent general speed for Hogback Road, conduct the required engineering and traffic investigation and establish the resulting speed limit based upon that investigation.

I am not asking that legitimate school-zone protections be removed, nor am I asking that 35 mph necessarily become the permanent speed without engineering review. I am asking that the previously established general speed limit be restored while the Town and County complete the process required to determine whether a permanent altered speed limit is appropriate.

If the Town of Luther or Oklahoma County believes that an engineering and traffic investigation is not required to reduce the previously posted 35-mph general speed limit on Hogback Road to a permanent 25-mph general limit outside the posted school-zone times, please provide in writing the specific statutory authority supporting that position and explaining why 47 O.S. §11-803 does not apply.

I would appreciate a written response and confirmation as to whether this matter will be placed on the next appropriate public meeting agendas.

Thank you,

Good Oklahoma Citizen

Sent with Proton Mail secure email.



August 26, 2026

Scherrie Pidcock
119 S Main St
Luther, OK 73054-9345

RE: American Tower Site No. 421038 / Tbd ("Tower Site")

Dear Valued Landlord,

As the leading independent operator of wireless and broadcast communication sites, American Towers LLC (together with its affiliates and subsidiaries, "American Tower") understands the importance of maintaining productive long-term relationships with its landlords. American Tower has therefore engaged MD7 to reach out to its landlords to review ways to grow and develop those relationships.

Based upon current market conditions, we need to adjust the financial terms of this Tower Site's contract in order to ensure the long-term stability of the Tower Site and allow all parties to benefit. The proposal below outlines two options available for the tower on your property:

Option 1:

- A one-time signing bonus of **\$5,000.00**
- \$637.50 per month commencing second rental payment after close
- 7.5% term escalation will commence (02/01/2030)
- \$150.00 Revenue Share per month on all future tenants

Option 2: Perpetual Easement

- One-time payment of **\$120,000.00**

Current Payment =
\$786.50/mo

Option 3: Perpetual Easement Installments

- One-time payment of **\$40,000.00**
- 120 monthly installments of \$804.66

I look forward to working with you to secure this mutually beneficial relationship for the years to come. After you review the options outlined above, please contact me to discuss further.

Respectfully,

**PLEASE NOTE: All proposals are good for a limited time and for discussion purposes only. The parties will not be bound in any respect and with regard to any proposal until and unless a written agreement is signed by all applicable parties. Further, all proposals are contingent upon: 1) American Tower's confirmation, review and approval, in its sole discretion, of a title report and if necessary, a land survey of the property; and 2) final approval and authorization by American Tower's Executive Team. Nothing contained herein shall be construed as, or deemed to create, an agency, joint venture, or partnership relationship between American Tower and MD7.

Agustin Chavez
achavez@md7.com
(469) 606-2495

MD7 | Lease Consultant

An authorized vendor of American Towers LLC and its subsidiaries and affiliates

****PLEASE NOTE: *This conditional offer expires and is for discussion purposes only. The parties will not be bound in any respect until and unless a written agreement is signed by all applicable parties.***



September 16, 2026
Town of Luther
108 S Main St.
Luther, OK 73054

Subject: Recommendation for Contract Award - Fire Station Retaining Wall Improvements

Dear Mayor Arps and Board Members,

Three quotes were received for the Fire Station Retaining Wall Improvements Project, Cimarron Valley Engineering, LLC has reviewed the quotes received and provides the following recommendation.

A total of three quotes were received and are summarized below in order from lowest to highest as-read quote amount:

Quoter	Location	As-Read Quote
Toro Concrete, LLC	Luther, OK	\$47,000.00
Grade Work Construction, LLC	Edmond, OK	\$69,225.00
Parathon Construction, LLC	Edmond, OK	\$83,500.00*

** Parathon's cover letter stated \$83,500.00. Its itemized extension totaled \$98,700.00 due to Item 4 being entered as \$3,800 per stump for five stumps while showing a \$19,000 extension.*

Based on our review of the quote tabulation and supporting documentation, Toro Concrete, LLC submitted the lowest responsive and responsible quote. We recommend awarding the construction contract to Toro Concrete, LLC in the amount of \$47,000.00, contingent upon approval by the Town of Luther and execution of the contract documents.

The project generally consists of demolition and removal of the existing retaining wall; tree stump removal; reconstruction of the retaining wall; site regrading; erosion and sediment control; and final topsoil, seeding, mulch, and turf restoration at the Luther Fire Station.

Toro Concrete's quote extensions were checked and total \$47,000.00. The submitted packet included a five-percent quote bond. Based on our review of the quote and available

qualifications, Toro Concrete, LLC appears capable of completing the work upon execution of the Agreement and receipt of the required performance and payment bonds and insurance.

Recommendation for Contract Award
Fire Station Retaining Wall

We appreciate the opportunity to assist the Town of Luther with this project and are available to provide additional information or answer any questions.

Kind regards,

A handwritten signature in blue ink, appearing to read 'Matthew A. Coe', with a stylized, flowing script.

Matthew A. Coe, P.E., P.H., CFM

Principal Engineer
Cimarron Valley Engineering, LLC

Attachment: Quote Tabulation



CIMARRON VALLEY ENGINEERING

Bid Tabulation- Retaining Wall Fire Station
Town of Luther
CVE26-031
9/10/2026

Item	Description	Unit	Qty	Toro Concrete, Luther, OK		Grade Work Construction, LLC, Edmond, OK		Parathon Construction, LLC Edmond, OK	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
2	Erosion and Sediment Control	LS	1	\$ 1,600.00	\$ 1,600.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
3	Demolition	LS	1	\$ 3,600.00	\$ 3,600.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
4	Tree Stump Removal	EA	5	\$ 250.00	\$ 1,250.00	\$ 1,000.00	\$ 5,000.00	\$ 3,800.00	\$ 19,000.00
5	Retaining Wall Reconstruction	LS	1	\$ 35,050.00	\$ 35,050.00	\$ 37,950.00	\$ 37,950.00	\$ 43,500.00	\$ 43,500.00
6	Site Regrading	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 3,775.00	\$ 3,775.00	\$ 3,700.00	\$ 3,700.00
7	Topsoil, Seed, mulch, and turf	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Total Bid				\$ 47,000.00		\$ 69,225.00		\$ 98,700.00	
								Bidder appears to have inadvertantly used lump sum price in lieu of unit price on item 4. Cover letter states \$83,500.00	

Division 00 45 13

Bidder's Qualifications

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Toro Concrete LLC	
Corporate Office 6019 N Mueller Ave Bethany Ok 73008			
Name:	Ruben Lopez	Phone number:	405-902-4446
Title:	Owner	Email address:	toroconcrete LLC@gmail.com
Business address of corporate office:		6019 N Mueller Ave Bethany Ok 73008	
Local Office 14000 N Indian Meridian Ave Luther Ok 73059			
Name:	Ruben Lopez Jr	Phone number:	405 762 2613
Title:	Owner	Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:	
1.	
2.	
3.	
Provide a separate Qualification Statement for each Joint Venturer.	
Date Business was formed:	01/2018 State in which Business was formed: Ok
Is this Business authorized to operate in the Project location? ☒ Yes ☐ No ☐ Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	

Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2--LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3--DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		

☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial			
Business address:			
Date of Business's most recent financial statement:		☐ Attached	
Date of Business's most recent audited financial statement:		☐ Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			

Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) + Current Liabilities)	
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ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Econo-Wise Insurance		
Surety is a corporation organized and existing under the laws of the state of:	OK		
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?	☒ Yes ☐ No		
Mailing Address (principal place of business):	2705 SW 29th St Oklahoma City OK 73119		
Physical Address (principal place of business):	2705 SW 29th St Oklahoma City OK 73119		
Phone (main):	408-Cat-6699	Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Econo-Wise Insurance agency	Commercial General Liability
Progressive Insurance # 38628	General Aggregate
	personal + Adv Injry
	Products - Comp/Op ag
Are providers licensed or authorized to issue policies in the Project location?	☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☒ Yes ☐ No
Mailing Address (principal place of business):	2705 SW 29th St Oklahoma City OK 73119
Physical Address (principal place of business):	

ATTACHMENT A- "BID SUMMARY SHEET"

Item	Pay item, encompassing, though not restricted to, the entirety of components required for a comprehensive system/installation.	Unit	Quantity	Cost/Unit	Total Cost
1	Mobilization including all labor, equipment, materials, transportation, insurance, bonds, permits, temporary facilities, and incidentals required to mobilize to and demobilize from the project site.	L.S.	1		2,000.00
2	Erosion and Sediment Control including furnishing, installing, maintaining, and removing all temporary erosion and sediment control measures required to prevent sediment from leaving the project limits throughout construction.	L.S.	1		1,600.00
3	Remove Existing Retaining Wall including demolition, removal, loading, hauling, disposal of the existing CMU retaining wall, foundations, and all associated materials, complete in place.	L.S.	1		3,600.00
4	Tree Stump Removal including excavation, removal, disposal, backfilling, and compaction associated with removal of existing tree stumps.	E.A.	5	250.00	1,250.00
5	Retaining Wall Reconstruction including all labor, materials, equipment, excavation, foundation preparation, drainage materials, backfill, compaction, wall construction, and all appurtenant work necessary to construct the retaining wall complete in accordance with the plans and specifications.	L.S.	1		35,050.00
6	Site Regrading including excavation, filling, grading, shaping, fine grading, compaction, and restoration necessary to provide final site grades as shown on the plans or as directed by the Engineer.	L.S.	1		1,500.00
7	Topsoil, Seed, and Mulch including furnishing and placing topsoil where required and establishing permanent vegetative cover through seeding and mulching, complete in accordance with the plans and specifications.	L.S.	1		2,000.00

ATTACHMENT A- "BID SUMMARY SHEET"

Item	Pay item, encompassing, though not restricted to, the entirety of components required for a comprehensive system/installation.	Unit	Quantity	Cost/Unit	Total Cost
	Total Bid		47,000.00		

Schedule A—Current Projects

Name of Organization	Aqua Scapes Pools / Toro Concrete				
Project Owner	Ruben Lopez		Project Name	Shackles bridge pool house	
General Description of Project	Pool house with pool deck				
Project Cost	100,000.00		Date Project	9/20/26	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ruben Lopez	Adam Jacobs		Ruben Lopez Jr	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Adam Jacobs	Superintendent	AquaScapes	405-202-4851	
Designer	Kirk Hullender	Designer	AquaScapes	405-503-0660	
Construction Manager					

Project Owner	Ruben Lopez		Project Name	Megan Rose Pool	
General Description of Project	Fiber glass pool + deck				
Project Cost	80,000		Date Project	08/26	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ruben Lopez	Kirk Hullender		Ruben Lopez Jr	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Kirk Hullender	Superintendent	AquaScapes	405 503 0660	
Designer	Adam Jacobs	Designer	AquaScapes	405 202 4851	
Construction Manager					

Project Owner	Ruben Lopez		Project Name	Jim Allen	
General Description of Project	Driveway demo / repair				
Project Cost	22,000		Date Project	05/26	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ruben Lopez			Ruben Lopez Jr	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jim Allen	home owner		405-306-0171	
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization		Toro Concrete LLC			
Project Owner		Ruben Lopez Jr		Project Name	
General Description of Project		40 ft retaining wall - Wild Rose Retaining Wall			
Project Budget and Schedule Performance					
Project Cost	Amount	% of Bid	Schedule Performance		Date
Budget History	100,000.00	(12,500) 12%	Notice to Proceed		08/20
Change Orders			Contract Substantial Completion Date at Notice to Proceed		
Owner Enhancements			Contract Final Completion Date at Notice to Proceed		5/10/20
Unforeseen Conditions			Change Order Authorized Substantial Completion Date		
Design Issues			Change Order Authorized Final Completion Date		
Total			Actual / Estimated Substantial Completion Date		
Final Cost	115,000.00		Actual / Estimated Final Completion Date		5/10/20
Key Project Personnel					
		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name		Ruben Lopez	Ruben Lopez Jr		
Percentage of time devoted to this project		25%	50%		
Percentage of time proposed for this project		25%	50%		
Did individual start and complete the project?		Yes	Yes		
If not, who started or completed the project?					
Reason for Change?					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Brock Howell	Owner	Premium Land	405-829-6192	
Designer	↓	↓	↓		
Construction Manager	Ruben Lopez	Owner	Toro Concrete LLC	405 762 2613	
Surety	Econo-Wise				
Issues/disputes resolved or pending resolution by arbitration, litigation, or dispute review boards					
Number of issues resolved		Total amount involved in resolved issues		Number of issues pending	Total amount involved in issues pending

Schedule C—Key Individuals

Project Manager			
Name of individual		Ruben Lopez Jr	
Years of experience as project manager		10	
Years of experience with this organization		8	
Number of similar projects as project manager		25	
Number of similar projects in other positions		25	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
mailbox cluster pads		1/2 day	09/26
pool deck		3 days	10/02/26
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Daniel Wilds	Name	Scott Java
Title/Position	Owner	Title/Position	Part Owner
Organization	Twild	Organization	Reliable fence
Telephone	405-938-5651	Telephone	405-473-2695
Email		Email	
Project	City of Edmond	Project	fence retaining wall
Candidate's role on project	Superintendent	Candidate's role on project	Owner
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Ruben Lopez	
Years of experience as project manager		30	
Years of experience with this organization		10	
Number of similar projects as project manager		75	
Number of similar projects in other positions		100	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Brock Howell	Name	Mark Messner
Title/Position	Superintendent	Title/Position	Owner
Organization	Premium Land	Organization	Lux Outdoor
Telephone	905-824-6142	Telephone	405-314-7105
Email		Email	
Project	Retaining Walls	Project	retaining walls
Candidate's role on project	Managing	Candidate's role on project	Designer
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Phone (main):		Phone (claims):	

ARTICLE 8--CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	3
Estimate of revenue for the current year:	500,000
Estimate of revenue for the previous year:	493,000

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 8 years	
As a general contractor: 8	As a joint venturer: 8
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:	
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No	
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No	
Been released from a bid in the past 5 years? ☐ Yes ☒ No	
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No	
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No	
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No	
Provide full details in a separate attachment if the response to any of these questions is Yes.	

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9--REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

- B. Diverse Business Certifications if required by Paragraph 3.01.
 - C. Certification of Business's safety performance if required by Paragraph 4.02.
 - D. Financial statements as required by Paragraph 5.01.
 - E. Attachments providing additional information as required by Paragraph 8.02.
 - F. Schedule A (Current Projects) as required by Paragraph 8.03.
 - G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
 - H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
 - I. Additional items as pertinent.
-

This Statement of Qualifications is offered by:

Business: Toro Concrete LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Ruben Lopez Jr
(typed or printed)

Title: Owner
(typed or printed)

Date: 9/10/26
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
6019 N Mueller Ave, Bethany OK 73008
1900 N Indian Meridian Ave, Luther OK 73084

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Town of Luther

108 S. Main Street

Luther, Oklahoma 73054

P.O. Box 56, Luther, Oklahoma 73054

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—BIDDER'S ACKNOWLEDGEMENT

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3—ATTACHMENTS TO THIS BID

3.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Attachment "A" – Bid Summary Sheet;
- C. Evidence of authority to do business in the state of the Oklahoma; or a written covenant to obtain such authority within the time for acceptance of Bids;
- D. Non-Collusion Affidavit
- E. Business Relationship Affidavit

ARTICLE 4—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

4.01 *Lump Sum Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Attachment "A" - Bid Summary Sheet.
- B. Bidder acknowledges that:
 - 1. Each Bid Unit includes an amount considered by bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 - 2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities determined as provided in the Contract Documents

4.02 *Unit Price Bids*

- A. Bidder will perform Work at the indicated unit prices in Attachment "A" - Bid Summary Sheet.
- B. Bidder acknowledges that:
 - 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 - 2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
 - 3. The contractor agrees that items paid based on plan quantities, as outlined in the contract documents, shall not be subject to adjustment. Payment shall only be made for the quantities specified in Exhibit "A" - Bid Summary Sheet, which forms an integral part of this contract.

ARTICLE 5—TIME OF COMPLETION

- 5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

6.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for **30 days** from the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

6.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

6.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda: [Add rows as needed. Bidder is to complete table.]

Addendum Number	Addendum Date

ARTICLE 7—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
12. The Bidder acknowledges that utility locations provided may be approximate and incomplete, and has factored this into the bid, understanding that under no circumstances shall the Owner or Engineer be held responsible for damage to underground utilities, whether unmarked or improperly marked, resulting from geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

7.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 7.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

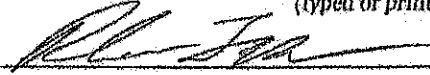
BIDDER hereby submits this Bid as set forth above:

Bidder:

Toro Concrete LLC

(typed or printed name of organization)

By:



(individual's signature)

Name:

Ruben Loper Jr

(typed or printed)

Title:

Owner

(typed or printed)

Date:

9/10/20

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

6019 N Mucker Ave Bethany Ok 73008

19000 N Indian Meridian Luther Ok 73054

Bidder's Contact:

Name:

Amanda Loper

(typed or printed)

Title:

Office Manager

(typed or printed)

Phone:

405 339 0750

Email:

toroconcrete LLC @gmail.com

Address:

Bidder's Contractor License No.: (if applicable)

EJCDC® C-410, Bid Form for Construction Contract.

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and American Society of Civil Engineers. All rights reserved.

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AFFIDAVITS

State of Oklahoma ss.
County of Oklahoma

Ruben Lopez Jr, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid.

Non-Collusion

Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other value for special consideration in the letting of a contract; that the bidder/contractor had not paid, given or donated or agreed to pay, give or donate to any officer or employee of the Toro Concrete LLC (or other entity) any money or other thing of value, either directly or indirectly in the procurement of a contract or pursuant to this bid.

Business Relationships

Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

If none of the business relationship herein above mentioned exists, affiant should so state.

Subscribed and sworn to before me this 10 day of Sept, 20 22

Notary Public Signature

My Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Econo-Wise Insurance Agency 2705 SW 29th St Oklahoma City, OK 73119	CONTACT NAME:		
	PHONE (A/C No. Ex): 405-682-6899	FAX (A/C No.): 405-682-6656	
INSURED Toro Concrete LLC 14600 North Indian Meridian Luther, OK 73054	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Progressive Insurance #38628		38628
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			PGR973267401	05/27/25	05/27/26	EACH OCCURRENCE \$ 1,000,000.00
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000.00
	☒ POLICY ☐ PROJECT ☐ LOC						PERSONAL & ADV INJURY \$ INCLUDED
	OTHER:						GENERAL AGGREGATE \$ 2,000,000.00
							PRODUCTS - COM/OP AGG \$ 2,000,000.00
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CONCRETE

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ADAM SOLIS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Econo-Wise Insurance Agency 2705 SW 29th St Oklahoma City, OK 73119	CONTACT NAME:	
	PHONE (A/C, No, Ext): 405-682-6699	FAX (A/C, No): 405-682-6656
INSURED Toro Concrete LLC 14600 North Indian Meridian Luther, OK 73054	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			BIP-D5224236	09/11/26	09/11/27	EACH OCCURRENCE \$ 1,000,000.00
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000.00
	☒ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY \$ 1,000,000.00
	OTHER:						GENERAL AGGREGATE \$ 2,000,000.00
							PRODUCTS - COMP/OP AGG \$ 2,000,000.00
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CONCRETE**CERTIFICATE HOLDER**Town of Luther
108 S Main St
Luther, OK 73054**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ADAM SOLIS

BID BOND
(Percentage)

Bond No. 89041936

KNOW ALL PERSONS BY THESE PRESENTS, That we Toro Concrete, LLC
of 14600 North Indian Meridian, Luther, OK 73054

WESTERN SURETY COMPANY, hereinafter referred to as the Principal, and

as Surety, are held and firmly bound unto Town of LUTHER

~~not~~

, hereinafter referred to as the Obligor, in the amount of
Five Percent of the Amount Bid
(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligor on a contract for CONCRETE RETAINING WALL

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligor; or if Principal shall fail to do so, pay to Obligor the damages which Obligor may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 11th day of September, 2026.

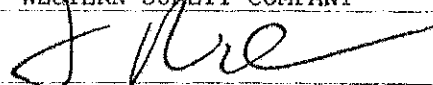
Principal

Toro Concrete, LLC

BY: _____

Surety

WESTERN SURETY COMPANY

BY: 

Jose Adam Solis, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 89041936

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Jose Adam Solis

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Toro Concrete, LLC

Obligee: Town of LUTHER

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

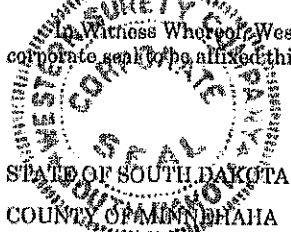
"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 89041936 is not issued on or before midnight of December 10th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

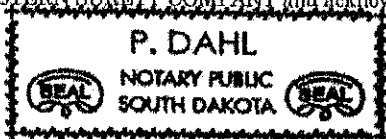
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 11th day of September, 2026.



WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 11th day of September, in the year 2026, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 18, 2031

P. Dahl
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 11th day of September, 2026.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.



The State of Oklahoma requires we inform you of the following:

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**ARTICLE 6—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS,
AND RECEIPT OF ADDENDA**

6.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for **30 days** from the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

6.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

6.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda: [Add rows as needed. Bidder is to complete table.]

Addendum Number	Addendum Date
n/a	

ARTICLE 7—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Grade Work Construction LLC

By:

(typed or printed name of organization)

(individual's signature)

Name: Kris Goff

(typed or printed)

Title: Owner/Managing Member

(typed or printed)

Date: 9/3/26

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

10700 Black Hawk Rd, Edmond OK 73025

Bidder's Contact:

Name: Kris Goff

(typed or printed)

Title: Owner/Managing Member

(typed or printed)

Phone: 580-402-1195

Email: kris@gradeworkconstructionllc.com

Address:

10700 Black Hawk Rd, Edmond OK 73025

Bidder's Contractor License No.: (if applicable) 81-4540563

EJCDC® C-410, Bid Form for Construction Contract.

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and American Society of Civil Engineers. All rights reserved.

00 41 13 Page 6 of 6

ATTACHMENT A- "BID SUMMARY SHEET"

Item	Pay item, encompassing, though not restricted to, the entirety of components required for a comprehensive system/installation.	Unit	Quantity	Cost/Unit	Total Cost
1	Mobilization including all labor, equipment, materials, transportation, insurance, bonds, permits, temporary facilities, and incidentals required to mobilize to and demobilize from the project site.	L.S.	1	5,000	5,000
2	Erosion and Sediment Control including furnishing, installing, maintaining, and removing all temporary erosion and sediment control measures required to prevent sediment from leaving the project limits throughout construction.	L.S.	1	2,500	2,500
3	Remove Existing Retaining Wall including demolition, removal, loading, hauling, disposal of the existing CMU retaining wall, foundations, and all associated materials, complete in place.	L.S.	1	10,000	10,000
4	Tree Stump Removal including excavation, removal, disposal, backfilling, and compaction associated with removal of existing tree stumps.	E.A.	5	1,000	5,000
5	Retaining Wall Reconstruction including all labor, materials, equipment, excavation, foundation preparation, drainage materials, backfill, compaction, wall construction, and all appurtenant work necessary to construct the retaining wall complete in accordance with the plans and specifications.	L.S.	1	37,950	37,950
6	Site Regrading including excavation, filling, grading, shaping, fine grading, compaction, and restoration necessary to provide final site grades as shown on the plans or as directed by the Engineer.	L.S.	1	3,775	3,775
7	Topsoil, Seed, and Mulch including furnishing and placing topsoil where required and establishing permanent vegetative cover through seeding and mulching, complete in accordance with the plans and specifications.	L.S.	1	5,000	5,000

ATTACHMENT A- "BID SUMMARY SHEET"

Item	Pay Item, encompassing, though not restricted to, the entirety of components required for a comprehensive system/installation.	Unit	Quantity	Cost/Unit	Total Cost
Total Bid					69,225

EXHIBIT B

DIVISION 00 43 13

LIST OF PROPOSED SUBCONTRACTORS

Project Name: Luther Retaining Wall

Owner: Town of Luther

Bidder Name: Grade Work Construction LLC

Bidder Address: 10700 Black Hawk Rd, Edmond OK 73025

Date of Bid: 9/10/26

In accordance with the Instructions to Bidders, the undersigned proposes to use the following Subcontractors for the portions of the Work identified below. The Owner reserves the right to reject any Subcontractor who, in the judgment of the Owner or Engineer, does not meet the qualification standards set forth in the Contract Documents.

Portion of Work	Subcontractor Name	Address	Phone Number	Percent of Contract Work

Note: Attach additional pages if more space is required.

Authorized Signature: 

Printed Name: Kris Goff

Title: Owner/Managing Member

Date: 9/3/26

00 41 22 Special Materials Cost Increases
SPECIAL MATERIALS COST INCREASES

If it is anticipated that any special non-standard materials cost increases will occur during the project or after the bid is submitted, the Contractor shall submit below a detailed listing of potential impacted vendors. Contractor shall additionally submit for each vendor listed a detailed accounting of price bid and statement from vendor outlining the reason(s) it wasn't possible to lock in pricing on the items for the project duration at the time of bid. Any items not listed will constitute certification by the contractor that firm and fixed pricing has been established for any/all items not specifically listed.

An item listed by the apparent low bidder as potentially being subject to price increases that is not listed by second / subsequent bidders may be cause for the Owner to award to a second / subsequent bidder as the "best" bid.

List of Potential Impacted Vendors w/ Attachments

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Seal (if incorporated)

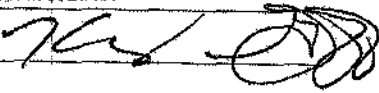
Bidder Name: Grade Work Construction LLC

Contact Name: Kris Goff

Title: Owner/Managing Member

Contact Number: 580-402-1195

Contact Email: kris@gradeworkconstructionllc.com

Signature of Authorized Agent for Bidder: 

Date: 9/3/26

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Grade Work Construction LLC	
Corporate Office			
Name:	Kris Goff	Phone number:	580-402-1195
Title:	Managing Member	Email address:	kris_goff@yahoo.com
Business address of corporate office:		10700 Black Hawk Rd	
		Edmond OK 73025	
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide Information on the Business's organizational structure:

Form of Business:	☒ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	11/01/2016	State in which Business was formed:	OK
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Kris Goff	Title:	Owner/Managing Member
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☒ Small Business Enterprise	SAM	
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		

☐ Other			
☐ None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:		
Business address:		
Date of Business's most recent financial statement:		☐ Attached
Date of Business's most recent audited financial statement:		☐ Attached
Financial Indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	NGM Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:	NH		
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
☒ Yes ☐ No			
Mailing Address (principal place of business):	55 WEST Street		
	Keene, NH 03431		
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Painter Insurance	auto
	Liability
	Workmans Comp
	Inland Marine
Are providers licensed or authorized to issue policies in the Project location?	
☒ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?	
☐ Yes ☐ No	
Mailing Address (principal place of business):	114 S Cherokee St
	Hennessey OK 73742
Physical Address (principal place of business):	
Phone (main):	405-643-8277
Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

- 8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	5
Estimate of revenue for the current year:	1.5 million
Estimate of revenue for the previous year:	

- 8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 31 years			
As a general contractor:	7	As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been released from a bid in the past 5 years? ☐ Yes ☒ No			
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No			
Been a party to any currently pending litigation or arbitration? ☐ Yes ☐ No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

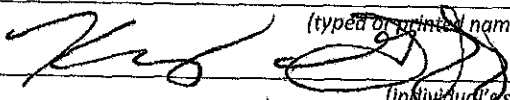
ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Diverse Business Certifications if required by Paragraph 3.01.
 - C. Certification of Business's safety performance if required by Paragraph 4.02.
 - D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Grade Work Construction LLC

By:  (typed or printed name of organization)

Name: Kristopher Goff (individual's signature)

Title: Managing Member (typed or printed)

Date: 01/18/2024 (typed or printed)

(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: (individual's signature)

Name: (typed or printed)

Title: (typed or printed)

Address for giving notices:

10700 Black Hawk Rd
Edmond, OK 73025

Designated Representative:

Name: (typed or printed)

Title: (typed or printed)

Address:

Phone:

Email:

Schedule A—Current Projects

Name of Organization					
Project Owner	City of Wakita		Project Name	Wakita Force Main Replacement	
General Description of Project	replace 4 th sewer force main				
Project Cost	57,237		Date Project	5-9-25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Eric Nibarger	Public Works Director	City of Wakita	580-594-2200	
Designer	Jennifer Figgard	Project Manager	Myers Engineering	580-542-2323	
Construction Manager					

Project Owner	City of Coalgate		Project Name	Coalgate Lift Station Rehabilitation	
General Description of Project	rehab lift station				
Project Cost	85,000		Date Project	5-26-25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	David	Public Works Director	City of Coalgate	580-258-1089	
Designer	Robert Vaughn	Engineer	Infrastructure Solutions	918-916-3742	
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner	City Of Harrah		Project Name	Harrah Sewer Improvements Section 3	
General Description of Project	replace 1600 Ft of 18" sewer line				
Project Cost	648,534.28		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jerry	Public Works Director	City of Harrah	405-623-9084	
Designer	Melissa Prado	Project Manager	Myers Engineering	405-755-5325	
Construction Manager					

Project Owner	Town of Roosevelt		Project Name	Lift station improvements project	
General Description of Project	Lift station rehab and valve vault installation with force main				
Project Cost	100,000		Date Project	4/1/26	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Town of Roosevelt		Town of Roosevelt	580-639-2681	
Designer	Jennifer Firgard	Project Manager	Myers Engineering	405-666-8058	
Construction Manager					

Project Owner	City of Alva		Project Name	Avard Regional Rail Park Authority	
General Description of Project	Complete lift station installation				
Project Cost	300,000		Date Project	10/1/25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of Alva				
Designer	Jennifer Firgard	Project Manager	Myers Engineering	405-666-9142	
Construction Manager	Sonny Edwards	Project Manager	Edwards Equipment	405-757-5767	

Schedule C—Key Individuals

Project Manager			
Name of individual		Kris Goff	
Years of experience as project manager		25 Years	
Years of experience with this organization			
Number of similar projects as project manager		10+	
Number of similar projects in other positions		30	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Chris Parrish	Name	Dustin Marco
Title/Position		Title/Position	Project Manager
Organization	Myers Engineering	Organization	Apache Ft. Sill
Telephone	405-831-3306	Telephone	580-351-8282
Email		Email	
Project	City of Guthrie	Project	10 Mile
Candidate's role on project	Inspector	Candidate's role on project	Project Manager
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Chance Westervelt W/ EOC	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		Kris Goff	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

AFFIDAVITS

State of Oklahoma ss.
County of Oklahoma

Kris Goff, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid.

Non-Collusion

Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other value for special consideration in the letting of a contract; that the bidder/contractor had not paid, given or donated or agreed to pay, give or donate to any officer or employee of the Town of Luther (or other entity) any money or other thing of value, either directly or indirectly in the procurement of a contract or pursuant to this bid.

Business Relationships

Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

N/A

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

N/A

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

N/A

If none of the business relationship herein above mentioned exists, affiant should so state.

Subscribed and sworn to before me this 31st day of September, 2021

My Commission Expires: 2-19-28



Deanna Brawer
Notary Public Signature



Project Proposal

September 10, 2026

Project: City of Luther – Retaining Wall Improvements

Parathon Construction, LLC will supply, except as noted, all material, labor, supervision and equipment for the below mentioned **scope of work**.

Scope of Work:

Work as set forth on Cimarron Valley Engineering plans signed and dated

7/9/2026

Pricing:

Parathon Construction, LLC will perform the above stated scope of work for a total sum of:

\$83,500.00 (Eighty Three Thousand Five Hundred Dollars Even)

If you have any questions or need any additional information please contact us.

Jimmy Smith, Parathon Construction LLC

ATTACHMENT A- "BID SUMMARY SHEET"

Item	Pay item, encompassing, though not restricted to, the entirety of components required for a comprehensive system/installation.	Unit	Quantity	Cost/Unit	Total Cost
1	Mobilization including all labor, equipment, materials, transportation, insurance, bonds, permits, temporary facilities, and incidentals required to mobilize to and demobilize from the project site.	L.S.	1	\$10,000.00	\$10,000.00
2	Erosion and Sediment Control including furnishing, installing, maintaining, and removing all temporary erosion and sediment control measures required to prevent sediment from leaving the project limits throughout construction.	L.S.	1	\$2,500.00	\$2,500.00
3	Remove Existing Retaining Wall including demolition, removal, loading, hauling, disposal of the existing CMU retaining wall, foundations, and all associated materials, complete in place.	L.S.	1	\$15,000.00	\$15,000.00
4	Tree Stump Removal including excavation, removal, disposal, backfilling, and compaction associated with removal of existing tree stumps.	E.A.	5	\$3,800.00	\$3,800.00
5	Retaining Wall Reconstruction including all labor, materials, equipment, excavation, foundation preparation, drainage materials, backfill, compaction, wall construction, and all appurtenant work necessary to construct the retaining wall complete in accordance with the plans and specifications.	L.S.	1	\$43,500.00	\$43,500.00
6	Site Regrading including excavation, filling, grading, shaping, fine grading, compaction, and restoration necessary to provide final site grades as shown on the plans or as directed by the Engineer.	L.S.	1	\$3,700.00	\$3,700.00
7	Topsoil, Seed, and Mulch including furnishing and placing topsoil where required and establishing permanent vegetative cover through seeding and mulching, complete in accordance with the plans and specifications.	L.S.	1	\$5,000.00	\$5,000.00

ATTACHMENT A- "BID SUMMARY SHEET"

Item	Pay item, encompassing, though not restricted to, the entirety of components required for a comprehensive system/installation.	Unit	Quantity	Cost/Unit	Total Cost
Total Bid					\$83,500.00

AFFIDAVITS

State of Oklahoma ss.
County of Oklahoma

James R Smith, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid.

Non-Collusion

Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other value for special consideration in the letting of a contract; that the bidder/contractor had not paid, given or donated or agreed to pay, give or donate to any officer or employee of the Parathon Construction, LLC (or other entity) any money or other thing of value, either directly or indirectly in the procurement of a contract or pursuant to this bid.

Business Relationships

Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

NONE

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

NONE

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

NONE

If none of the business relationship herein above mentioned exists, affiant should so state.

Subscribed and sworn to before me this 10th day of September, 2026.



Notary Public Signature



My Commission Expires: _____

B.N. Bonding, LLC

910984 S. Moccasin Trl, Chandler, OK 74834 ♦ 918 - 399 - 3545 (Barry cell)

September 10, 2026

RE: Bonding Letter

To Whom It May Concern:

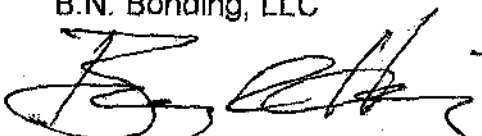
Parathon Construction, LLC is a very valued surety client. No complaints or concerns regarding Parathon Construction, LLC's performance of contract obligations have been received. Subject to acceptable underwriting criteria, at the time of consideration, the Surety is willing to consider projects up to \$7,500,000 single project size with a \$20,000,000 total aggregate backlog.

Please understand any agreement for surety credit is between Parathon Construction, LLC and Hudson Insurance Company. We reserve our rights to exercise our normal underwriting practices for any request for surety and no liability can be assumed by you or any other third party regarding this letter.

If you have any questions, please give me a call. Thanks.

Sincerely,

B.N. Bonding, LLC



Barry Lynn Herring, Attorney-In-Fact



List of current and completed work

Description	Location/owner	Contact Info	Date	Complete	Amount
City of Edmond - FY 27 Pavign Reconstruction	City of Edmond	Ken Miner, City of Edmond, 405-359-4773	9/1/2026	NTP	\$ 3,517,000.00
ODOT - Norman STP-214D(AG) JP-36724(04)	City of Norman	ODOT-Purcell Residnecy	11/6/2025	Complete	\$ 1,020,000.00
City of Norman - Concrete Streets Unit Price	City of Norman	Chris Smith - 405-366-5265	2/28/2026	Complete	\$ 600,000.00
City of Edmond FYE 27 Unit Price	City of Edmond	Michael Borzea, 405-889-1585 (new contract - 5 years)	7/1/2026	In Process	\$ 1,500,000.00
City of Bethany - NW 35th St Paving	City of Bethany	Steve Maneck -Teim Design	5/31/2026	In Process	\$ 490,000.00
City of Bethany - Sidewalk Partnership Project - Phase I	City of Bethany	Steve Maneck -Teim Design	7/16/2025	Complete	\$ 130,000.00
City of Edmond - Fire Station #4 Driveway	City of Edmond	Ken Miner, City of Edmond, 405-359-4773	6/15/2025	Complete	\$ 235,000.00
OCWUT - WC-1095	OKC Water Utilities	OCWUT - Bryan Hubble - Kimley Horn	4/1/2025	Complete	\$ 425,000.00
MS-0132, ADA Accessibility and Transit Access	City of Oklahoma City	Scott Cox - City of OKC	2/25/2025	Complete	\$ 2,000,000.00
ODOT - TAP-214(153)AG	City of Norman	ODOT-Purcell Residnecy	5/9/2024	Complete	\$ 1,700,000.00
ODOT-STP-208C(106) AD	Town of Binger	ODOT - Anadarko Residency	5/9/2023	Complete	\$ 375,000.00
City of Edmond FY23 Concrete Paving Reconstruction Project	City of Edmond	Ken Miner, City of Edmond, 405-359-4773	4/1/2024	Complete	\$ 1,020,000.00
OCWUT Utility Cut Repairs (Unit Price Contract)	OCWUT	Line Maintenance (3 year contract)	7/1/2023	Complete	\$ 1,500,000.00
City of Edmond Concrete Repair & Replacement (unit price contract)	City of Edmond	Michael Borzea, 405-889-1585 (new contract - 5 years)	7/1/2024	Complete	\$ 3,500,000.00

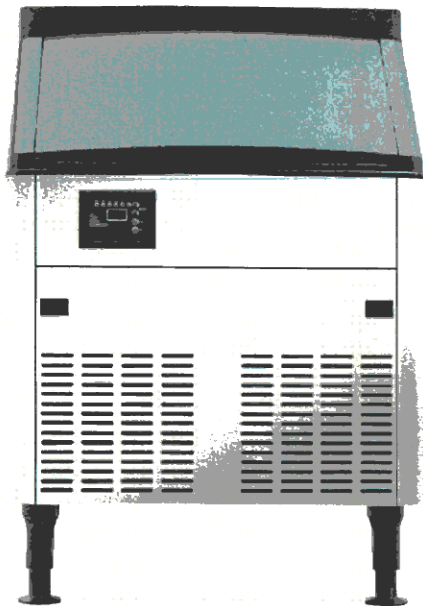
\$159 at 60 months
\$199 at 36 months

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A-280C-UC

THE SMART SOLUTION FOR ICE

This free-standing, sleek A Series ice system produces up to 280 lbs of ice per day in a self-contained, 80 lb capacity bin with door-activated light. The stainless steel construction provides durability to this reliable system perfect for anyone who needs ice.



- 280 lbs of Ice Production/Day
- Air Cooled
- Durable Stainless Steel Body
- Storage Bin with Automatic Shut-off
- Adjustable Leveling Feet
- Maintained by Authorized Service Professionals 2x a year
- Produces High-Quality, Crystal Clear Ice Cubes
- Digital Controller and Display

SPECIFICATIONS

WEIGHT	147 lbs
DIMENSIONS	27.6"w x 26"d x 38.5"h
ICE PRODUCTION	280 lbs/day
BIN CAPACITY	80 lbs
ICE TYPE	Full-Size Cubes

**Xcel Office Solutions**

304 North Meridian Ste.18

Oklahoma City, OK 73107

Phone: 405.748.4222

Fax 405.748.4233

IT Services Program Addendum 002

(This Addendum adds below Equipment / services to Contract)

Customer Name (Bill to)	Town of Luther
Street Address	108 S. Main St.
Box/Routing	PO Box 56
City, State	Luther, OK
Zip Code	73054
Tax ID #	

New Service to Add to Current Agreement	QTY	Monthly Cost
Slide BCDR	1	\$197.50
TOTAL:		\$197.50

Addendum Price Information

Program Components	Component Cost
New Total Monthly Cost	\$1,928.32
Effective Date: Upon Setup	Component Cost
Program Setup Fee	N/A
TOTAL AMOUNT DUE UPON SIGNING:	N/A

Agreement Presented By: Angela K Hayes

Authorized By	CLIENT
<i>Rian Harkins</i>	2026-09-14
Authorized Signature (Officer or Owner)	Date
Rian Harkins	Town Manager
Print Name	Title



Town Manager <office@townoflutherok.com>

Angela Hayes sent you Town of Luther Addendum - Slide BCDR Addendum 09.09.26

3 messages

Angela Hayes <docs@email.pandadoc.net>
Reply-To: Angela Hayes <akhayes@xceloffice.com>
To: Rian Harkins <office@townoflutherok.com>

Mon, Sep 14, 2026 at 12:59 PM



**Angela Hayes sent you Town of Luther
Addendum - Slide BCDR Addendum 09.09.26**

Good Afternoon Rian

Here is the agreement for the Slide BCDR backup that Tim
and you spoke about for signature.

Please let me know if you have any questions or if you need
any additional information.

Thank you
Angela K. Hayes
Xcel Office Solutions

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DOCUMENT

FORWARD

Stop getting these emails: [Report this email](#) or [Decline to sign](#)

Use PandaDoc to create, send, track, and eSign documents — quickly
and securely.

Town Manager <office@townoflutherok.com>
To: Angela Hayes <akhayes@xceloffice.com>, Tim Neafus <TNeafus@xceloffice.com>

Mon, Sep 14, 2026 at 1:40 PM

This is for our server backup?
Remind me again why the switch was required?
Rian Harkins, AICP
Town Manager/Clerk-Treasurer-FPA

Town of Luther/Luther Public Works Authority
108 S Main, PO Box 56
Luther, OK 73054
405-277-3833 phone
405-277-9965 fax
<http://townoflutherok.com>

[Quoted text hidden]

Angela K. Hayes <akhayes@xceloffice.com>
To: Town Manager <office@townoflutherok.com>, Tim Neafus <tneafus@xceloffice.com>

Mon, Sep 14, 2026 at 1:47 PM

Rian

You are correct, this is for the server back up that you and Tim discussed last week. Your current unit that was provided by a previous director and it has expired and the cost for the updated unit is the \$197.50/Mo.

Thank you



Connect with us!    

ANGELA K. HAYES

STRATEGIC ACCOUNT SPECIALIST

Xcel Office Solutions

3121 S. Lakeside Dr.

Oklahoma City, OK 73179

Direct: 405-544-5977

From: Town Manager <office@townoflutherok.com>

Sent: Monday, September 14, 2026 1:40 PM

To: Angela K. Hayes <akhayes@xceloffice.com>; Tim Neafus <tneafus@xceloffice.com>

Subject: [EXTERNAL EMAIL]Re: Angela Hayes sent you Town of Luther Addendum - Slide BCDR Addendum 09.09.26

This is for our server backup?

Remind me again why the switch was required?

Rian Harkins, AICP

Town Manager/Clerk-Treasurer-FPA

Town of Luther/Luther Public Works Authority

108 S Main, PO Box 56

Luther, OK 73054

405-277-3833 phone

405-277-9965 fax

<http://townoflutherok.com>

On Mon, Sep 14, 2026 at 12:59 PM Angela Hayes <docs@email.pandadoc.net> wrote:

Angela Hayes sent you Town of Luther Addendum - Slide BCDR Addendum 09.09.26. Good Afternoon Rian Here is the agreement for the Slide BCDR backup that Tim and you spoke about for signature. Please let me know if you have any questions or if you need any additional information. Thank you Angela K. Hayes Xcel Office Solutions Open the document via <https://app.pandadoc.com/document/v2?token=054c99e230d369dafafc7975560eca710408d4b4?> Forward <https://app.pandadoc.com/document/v2?token=054c99e230d369dafafc7975560eca710408d4b4?tool=forward> PandaDoc is an application to send, track, annotate, and sign documents online in a fast, secure, and professional way.

**Angela Hayes sent you Town of Luther Addendum
- Slide BCDR Addendum 09.09.26.**

Good Afternoon Rian

Here is the agreement for the Slide BCDR backup that Tim and you spoke about for signature.

Please let me know if you have any questions or if you need any additional information.

Thank you
Angela K. Hayes
Xcel Office Solutions

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||
[EXTERNAL EMAIL]



Andrew Ungerecht - Member
Larry Brady – Member
– Member
Cecilia Taft – Chair
Patrice Christy – Vice Chair
Cindy Taylor – Board Liaison

Town of Luther Planning Commission Staff Report

Item 6

Application Type:

Lot Combination/Boundary Adjustment Request

Meeting Date: September 14, 2026

Property Location: SE 4th/Dobbs/Dogwood, Luther, Oklahoma

Applicant: Phyllis Hartman/Jennifer Hodgens

Current Zoning: Agricultural

Parcel Size: 5+ acres each when complete

Existing Use: Agricultural/Future Residential (rural acreage/agricultural)

Prepared By: Rian Harkins, AICP, Town Manager

Request

The applicant requests a lot combination of two existing parcels and a boundary adjustment to accommodate additional setback area next to an existing structure situated near a property line.

Property Description

The subject property is generally located to the east of the area of SE 4th and Dogwood.

Background

This item will be considered by the Board of Trustees at their September 24, 2026, meeting.

The subject properties are currently four (4) parcels with two sets of owners and one building near the property line of the two existing northern parcels. The owners are seeking the boundary line adjustment to provide additional setback near an existing structure. However, to accommodate the five-acre minimum lot size for the Agricultural zoning district, a lot combination is also necessary to have the minimum lot size.

The request would combine the two northern parcels for each owner with the southern parcels of each owner for a 5-acre minimum lot size.

Recommendation

Due to the findings established in this staff report, staff recommends the planning commission recommend approval of this item to the Board of Trustees.



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: NE 175m between N Luther Rd & Debb's
LEGAL DESCRIPTION: _____

PRESENT USE OF PROPERTY: Agriculture PRESENT ZONING: A-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:

Deed 0.25 ac from Phyllis Hartman R1108643855 to Robert & Charlotte
Shumaker R189832035 to create a buffer around existing barn.
Then add Phyllis Hartman's remaining R1108643855 to her own R189832041
so it will be at least 5 acres

APPLICANT INFORMATION

NAME Jennifer Hodgins
ADDRESS 19 N Broadway
CITY, ST, ZIP Edmond OK 73034
DAYTIME PHONE 405-519-2302
EMAIL jenniferhodgens@oklahoma.com
FAX _____

PROPERTY OWNER INFORMATION

NAME Phyllis Hartman
ADDRESS 1000 Kelly Park Rd
CITY, ST, ZIP Edmond OK 73003
DAYTIME PHONE 405-249-7522
EMAIL tim@ptd sales llc.com
FAX _____

I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.

SIGNATURE & DATE: [Signature] 8/3/20

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	
	\$	RECEIPT NUMBER / DATE PAID	
		TOTAL AMOUNT PAID	\$

DISPOSITION AFTER HEARING

PLANNING COMMISSION RECOMMENDATION _____ VOTE: _____

TOWN BOARD MEETING DATE: _____ VOTE: _____

ORDINANCE NUMBER 2020-08 REGARDING LOT SPLITS IS ATTACHED TO THIS APPLICATION FOR YOUR REFERENCE. PLEASE REVIEW.

Office @ town of lutherok.com

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.

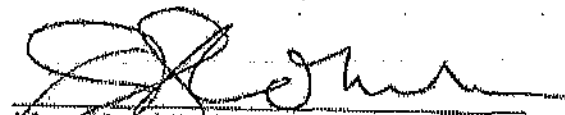
3. Any fee for the lot split application, process, and hearing is non-refundable, is payable at the time of application for lot split, and shall be as set out and as periodically modified by the Board of Trustees.

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.

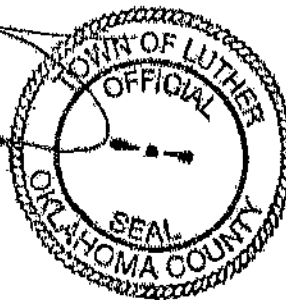
SECTION 4. EMERGENCY. It being immediately necessary for the preservation of the public health, peace and safety of the Town of Luther and the inhabitants thereof that the provisions of this ordinance be put into full force and effect immediately, an emergency is hereby declared to exist by reason whereof,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

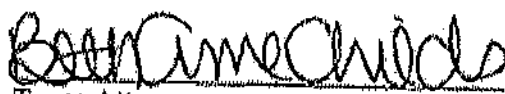

Mayor Jenni White

ATTEST:

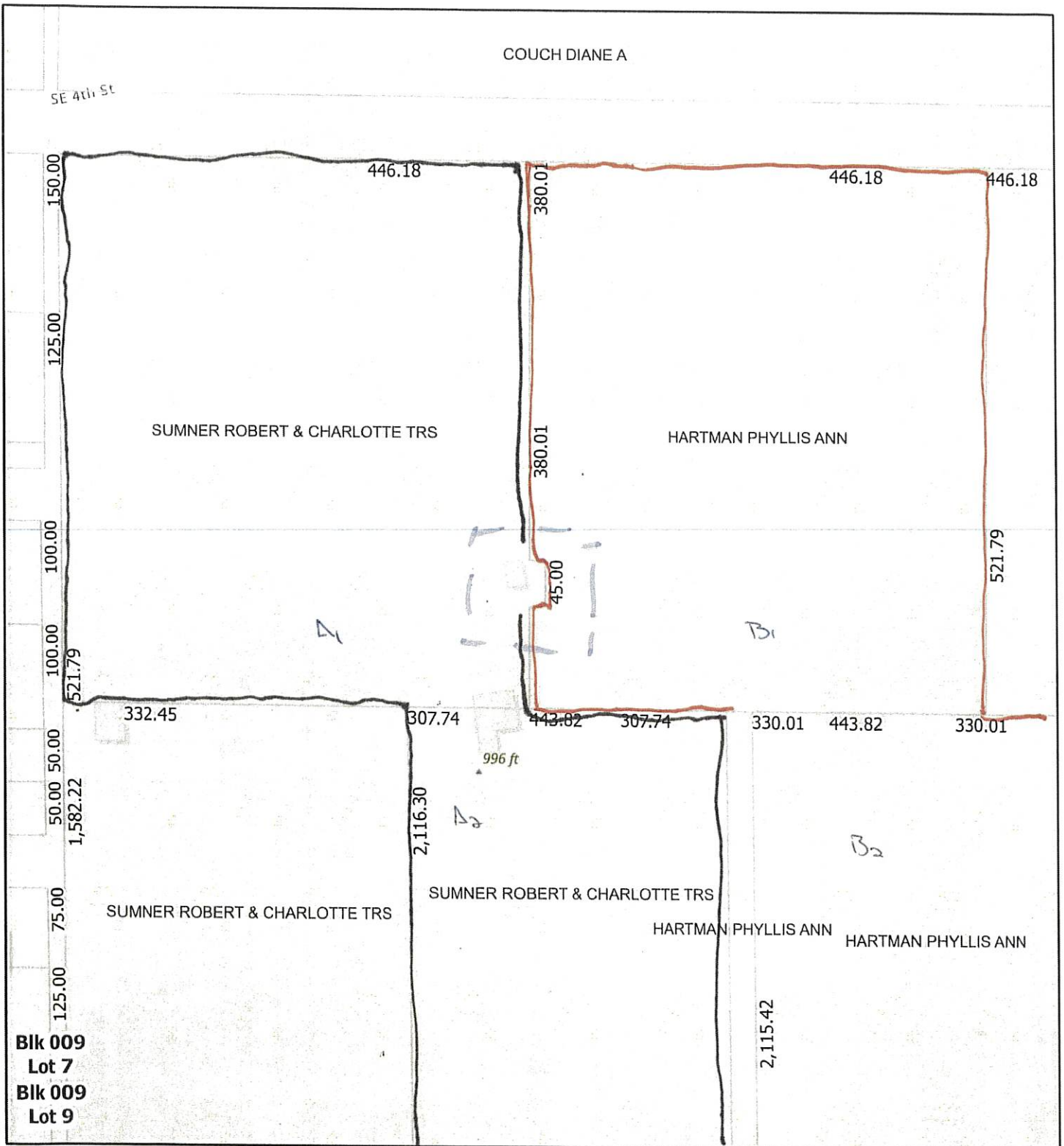

Town Clerk



Approved as to form and legality:

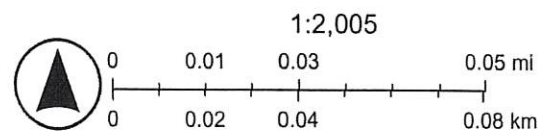

Town Attorney

ArcGIS Web Map

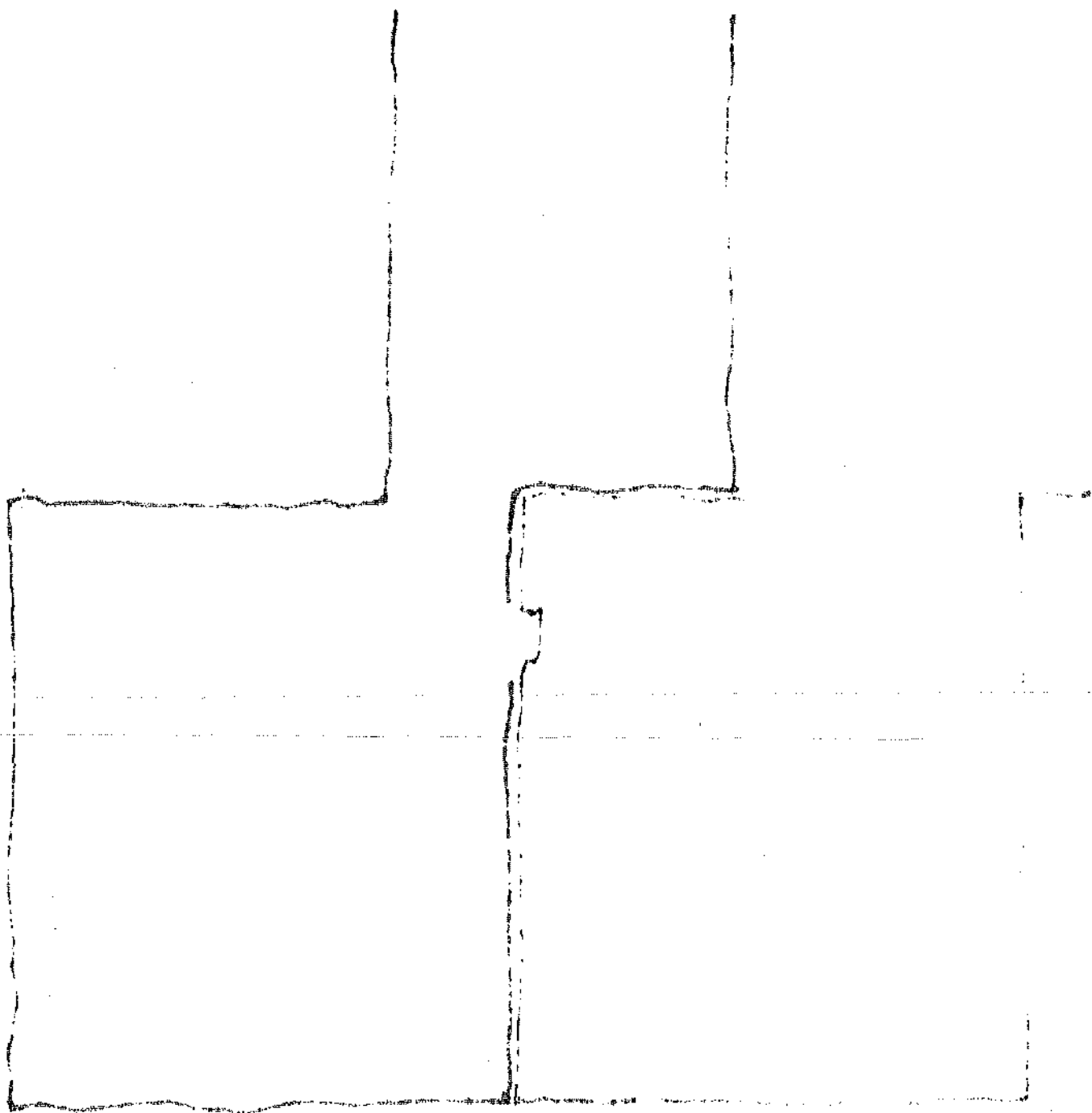


9/9/2026, 11:24:56 AM

- Tax Parcels
- Parcel Dimensions
- Lot & Block Numbers
- Sections
- World_Hillshade



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodataslyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

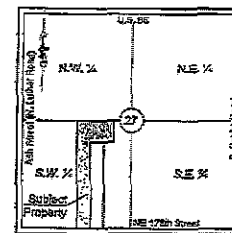


Plat of Survey

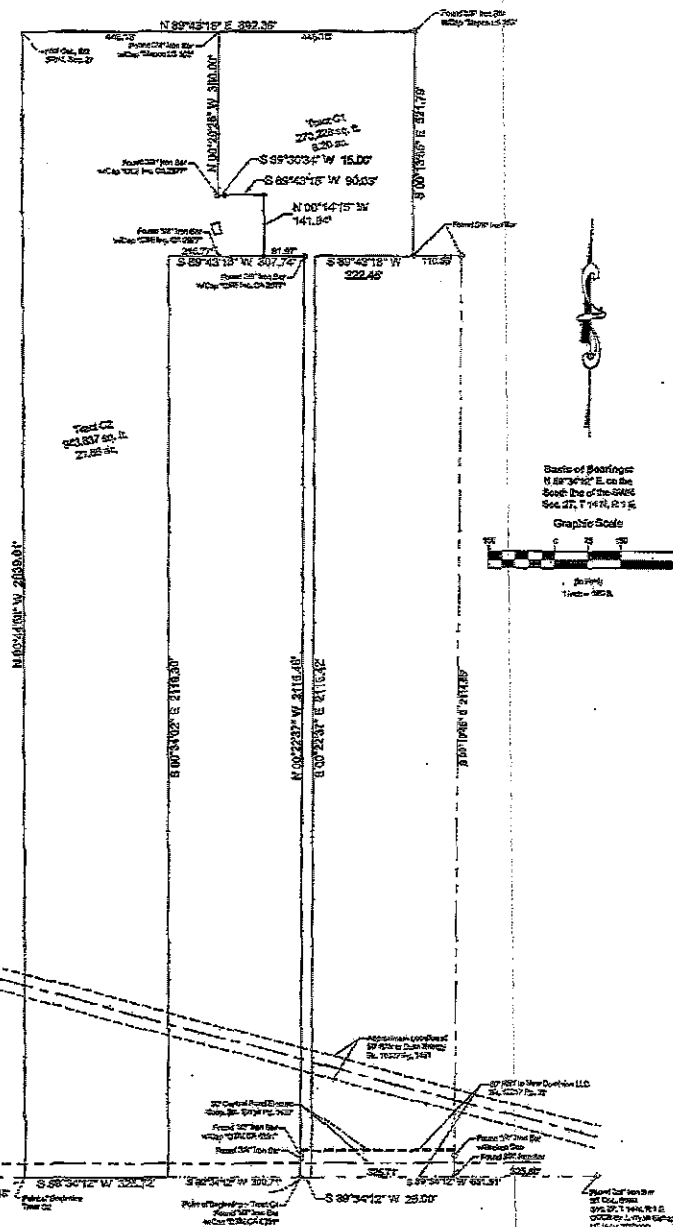
Part of the Southwest Quarter of

Section 27, Township 14 North, Range 1 East, I.M.

Town of Luther, Oklahoma County, Oklahoma



Section 27, Township 14N, Range 1E
Not To Scale



Legal Descriptions

Proposed Combined Legal Descriptions

Tract C1

A tract of land in the Southwest Quarter (SW1/4) of Section Twenty-seven (27), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described by Curtis Lee Hale, LS 1084 on August 5, 2025 with metes and bounds as follows:

Commencing at the Southwest corner of said SW1/4; Thence North 89°34'12" East as the Basis of Bearing on the South line of said SW1/4 a distance of 1063.13 feet to the Point of Beginning;

Thence North 00°22'37" West a distance of 2115.48 feet; Thence South 89°43'14" West a distance of 91.97 feet; Thence North 89°14'15" West a distance of 141.84 feet; Thence South 89°12'12" West a distance of 80.03 feet; Thence South 89°38'39" West a distance of 13.50 feet; Thence North 00°28'28" West a distance of 380.00 feet; Thence North 89°43'18" East a distance of 448.18 feet; Thence South 89°13'55" East a distance of 521.79 feet; Thence South 89°43'19" West a distance of 222.45 feet; Thence South 00°22'37" East a distance of 2115.42 feet to a point on the South line of said SW1/4; Thence South 89°34'12" West on the South line of said SW1/4 a distance of 23.00 feet to the Point of Beginning. This description contains 270,225 square feet or 6.20 acres, more or less. Subject to Easements and Rights-of-Way of record.

Tract C2

A tract of land in the Southwest Quarter (SW1/4) of Section Twenty-seven (27), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described by Curtis Lee Hale, LS 1084 on August 5, 2025 with metes and bounds as follows:

Commencing at the Southwest corner of said SW1/4; Thence North 89°34'12" East as the Basis of Bearing on the South line of said SW1/4 a distance of 1339.75 feet to the Point of Beginning;

Thence North 00°44'08" East a distance of 2839.01 feet to the Northwest corner of the East Half (E1/2) of said SW1/4; Thence North 89°43'18" East a distance of 448.18 feet; Thence South 00°22'26" East a distance of 380.00 feet; Thence North 89°38'34" East a distance of 13.50 feet; Thence North 89°43'18" East a distance of 80.03 feet; Thence South 00°14'15" East a distance of 141.84 feet; Thence South 89°43'18" West a distance of 216.77 feet; Thence South 00°34'02" East a distance of 2115.50 feet to a point on the South line of said SW1/4; Thence South 89°34'12" West on the South line of said SW1/4 a distance of 325.72 feet to the Point of Beginning. This description contains 943,537 square feet or 21.58 acres, more or less. Subject to Easements and Rights-of-Way of record.

Surveyor's Notes

1. This Survey meets the requirements of the Oklahoma Minimum Standards for the Practice of Land Surveying, effective November 1, 2020, by the Board of Licensure for Professional Engineers and Land Surveyors.
2. Date of Field Work: August 15 & October 16, 2025
3. This Survey was performed without the benefit of a Title Commitment. Surveyor not liable for Easements contained in abstract or by title search performed by the title company that may or may not cross the subject property. Easements shown were provided by Chicago Title Oklahoma Co., in Title Commitment No. 710302401411.

Surveyor's Certificate

I, Curtis Lee Hale, a Licensed Land Surveyor, do hereby certify that a careful survey has been made under my supervision on the above described property as shown on the annexed plat hereto and there are no encroachments except if shown hereon. This Survey was made for the above stated purpose only and no other responsibility is hereby assumed. Dated at Oklahoma City, Oklahoma on this 8th day of August, 2025.

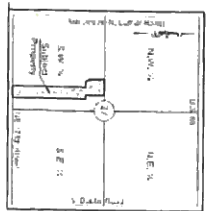
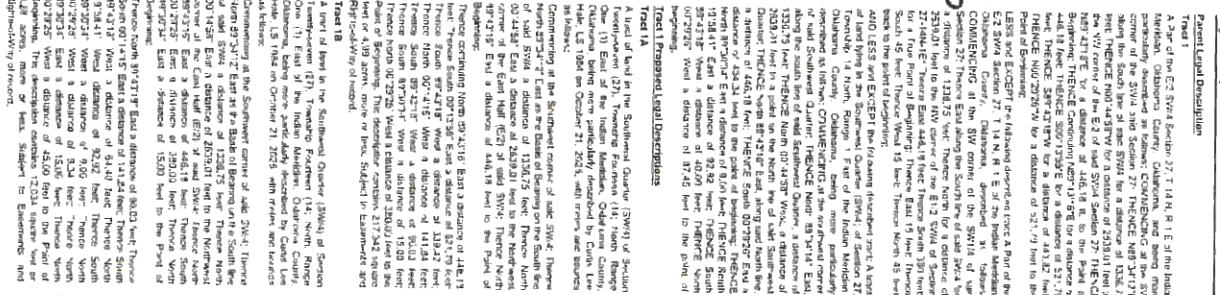
Curtis Lee Hale
Curtis Lee Hale, LS 1084

s/s
Date of Plat or Map



DATE	10/17/2025
REVISION/SCALE	1.0
BY	BR
1. Double Check	
2. Area Tracked	
3. Total of 15%	
Land Surveying and Planning 1001 SW 6th Street, Suite 200 Oklahoma City, Oklahoma 73109 Curtis Lee Hale, LS 1084 C.L.H. - 361-8385 www.curtisleehale.com	
Part of the Southwest Quarter Section 27, Township 14 North Range 1 East of the Indian Meridian Oklahoma County, Oklahoma Plat of Survey	
PROJECT NO.	7124.1
DATE	7/24/24.dwg
DWG	8/22/2025
DESIGNED BY	DHS
CHECKED BY	CWA
PROJECT NO.	MLJS
1	OF 1

Town of Luther, Oklahoma County, Oklahoma



Mendelian Characters: Cystic Fibrosis and Sickle Cell Anemia are both recessively-inherited autosomal disorders. COMBINING at the SWP marker of the SMU said Edward 2? THEANCE N002412726 along the South side of road SW62, for a distance of 19826 feet to the Point of Beginning; THEANCE N00223737 for a distance of 211542 feet; THEANCE 800-10-576 for a distance of 33300 feet; THEANCE 800-10-576 for a distance of 211435 feet to the South line of the said ED 5544; THEANCE 5524121270 along said South line for a distance of 325,271 feet to the point of station at beginning.

Diphema, furry, blackish, and more profusely, described as follows. The 25 feet of the following described tract, Connecting 14th Ave. corner of the SW 1/4 of said Section 27, Township 14N, Range 1E, Thence N64°14'12"E along the East line of said Section 27, a distance of .68217 feet to the South line of said SW1/4, for a distance of .68217 feet to the South line of Beginning, Thence N63°14'30"E, for a distance of 216.620 feet, Thence N64°14'12"E for a distance of 325.721 feet, Thence SW 1/4 Section 27, for a distance of 1115.42 feet to a point on the South line of said E/2 SW 1/4 of Section 27, Township 14 North, Range 1E, Thence S89°24'12"W along said South line for a distance of 325.71 feet to the South line of Beginning.

May 22, 22
State of Plant or Map

—

Part of the Southwest Quarter
Section 27, Township 14 North
Range 1 East of the Indian Meridian
Oklahoma County, Oklahoma
Plat of Survey



Land Surveying and Planning
4601 SW 34th Street, Building C, Suite 100
Oklahoma City, Oklahoma 73159
Tel: (405) 446-0174 • Fax: (405) 441-4441
C. A. & P. Exp. June 30, 2027
www.telcorurvey.com

Tim Hartman
1000 Kelly Park Road
Edmond, Oklahoma 73003
(405) 361-9355

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF LUTHER, OKLAHOMA, DESIGNATING THE TOWN MANAGER AS THE INITIAL AND PRIMARY ADMINISTRATIVE POINT OF CONTACT FOR ECONOMIC DEVELOPMENT MATTERS; ESTABLISHING COORDINATION PROCEDURES FOR DEVELOPMENT PROPOSALS, SPECIAL USE PERMIT MATTERS, AND ENERGY-RELATED PROJECTS; PRESERVING THE AUTHORITY OF THE BOARD OF TRUSTEES, TOWN ATTORNEY, AND OTHER TOWN BOARDS, OFFICERS, AND EMPLOYEES; PROVIDING FOR RECORDS, SEVERABILITY, REPEALER, AND EFFECTIVE DATE.

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

SECTION 1. PURPOSE.

The purpose of this ordinance is to establish a consistent and efficient administrative process for receiving, coordinating, evaluating, and communicating regarding economic-development matters in the Town of Luther. The Board of Trustees finds that centralized coordination through the Town Manager will promote the efficient use of Town resources, improve communication and recordkeeping, enable early identification of planning, zoning, utility, infrastructure, public-safety, and legal issues, and help ensure that proposed projects are considered in accordance with applicable law and Town procedures.

SECTION 2. DEFINITIONS.

For purposes of this ordinance:

A. "Board" means the Board of Trustees of the Town of Luther, Oklahoma.

B. "Town Manager" means the Town Manager of the Town of Luther, Oklahoma, or a Town employee formally designated in writing by the Town Manager to act on the Town Manager's behalf for a particular matter.

C. "Economic development matter" means a proposed, pending, exploratory, formal, or informal project, inquiry, application, request, negotiation, or communication relating to:

1. Commercial, industrial, residential, mixed-use, institutional, utility, infrastructure, or other development within or affecting the Town;
2. A special use permit, zoning amendment, subdivision, site plan, development agreement, utility extension, incentive, public infrastructure request, or other land-use or development-related Town action; or
3. An energy-generation, energy-storage, utility, power-generation, transmission, distribution, renewable-energy, battery-storage, data-center, or related development project.

D. "Project representative" means an applicant, landowner, developer, business, company, utility, consultant, contractor, attorney, agent, affiliate, representative, prospective purchaser, or other individual or entity acting for, representing, or seeking to pursue an economic-development matter.

SECTION 3. DESIGNATION OF TOWN MANAGER.

A. The Town Manager is hereby designated as the Town's initial and primary administrative point of contact for all economic development matters.

B. All persons or entities proposing, pursuing, discussing, or inquiring about an economic development matter with the Town are directed to contact and coordinate with the Town Manager as the initial Town representative for the matter.

C. All Town officers, employees, consultants, boards, commissions, and authorities receiving a substantive inquiry, proposal, application, request, or communication concerning an economic development matter shall, when practicable, refer the project representative to the Town Manager for coordination.

D. The Town Manager may develop and use administrative intake procedures, pre-application procedures, project checklists, internal review processes, and communication protocols consistent with this ordinance and other applicable Town ordinances, policies, and laws.

SECTION 4. REQUIRED COORDINATION FOR MEETINGS AND COMMUNICATIONS.

A. A Town officer, employee, consultant, board member, or representative shall not participate in a substantive meeting, conference call, video conference, site visit, negotiation, or communication with a project representative concerning an economic development matter unless:

1. The Town Manager is present or participating; or
2. The Town Manager has authorized the participation in advance and is promptly provided a written summary of the communication, including material information presented, documents received, commitments requested or discussed, and proposed next steps.

B. This section does not prohibit:

1. Public meetings or public hearings of the Board, Planning Commission, Board of Adjustment, Luther Public Works Authority, Luther Economic Development Authority, or another public body that are conducted in accordance with applicable law;
2. Routine ministerial communications, including scheduling, receipt of public records, permit-status updates, inspection coordination, billing, or provision of publicly available

information, provided that substantive project negotiations, commitments, or policy discussions are referred to the Town Manager;

3. Emergency communications necessary to protect public health, safety, welfare, property, or utility service, provided that the Town Manager is notified as soon as reasonably practicable; or

4. Communications between the Town Attorney and Town officers, employees, or representatives for the purpose of providing legal advice, handling litigation or claims, performing privileged legal work, or otherwise carrying out the Town Attorney's professional responsibilities.

SECTION 5. SPECIFIC APPLICABILITY TO BELTLINE ENERGY AND BLE HOLDINGS, LLC.

A. The Town Manager shall serve as the initial and primary administrative point of contact for all special use permit, land-use, development, utility, energy-generation, energy-storage, infrastructure, and other economic-development matters involving:

1. Beltline Energy;

2. BLE Holdings, LLC; and

3. Any parent, subsidiary, affiliate, consultant, attorney, agent, contractor, representative, successor, assign, or person acting on behalf of Beltline Energy or BLE Holdings, LLC.

B. This section applies to existing, pending, future, formal, informal, pre-application, exploratory, and negotiated matters involving the entities identified in subsection A.

C. This section does not grant an approval, entitlement, preference, vested right, exclusive privilege, or contract right to any entity. Any request, proposal, application, or project remains subject to all applicable federal, state, and local law; Town ordinances; adopted plans; application and public-hearing procedures; fees; and approval standards.

SECTION 6. DUTIES OF THE TOWN MANAGER.

In administering this ordinance, the Town Manager shall, as appropriate:

A. Receive and maintain a centralized project file for substantive economic development matters;

B. Coordinate review and comment by applicable Town departments, personnel, consultants, public authorities, and outside agencies;

C. Advise project representatives concerning applicable procedures, applications, fees, deadlines, review requirements, public-hearing requirements, and approval processes;

- D. Coordinate pre-application conferences, internal review meetings, and communications among Town personnel and project representatives;
- E. Identify issues that may require review or advice from the Town Attorney, including proposed contracts, development agreements, incentives, property transactions, public-finance matters, regulatory authority, Open Meeting Act issues, Open Records Act issues, conflicts of interest, litigation exposure, and other legal matters;
- F. Consult the Town Attorney when authorized or directed by the Board, when required by law or Town policy, or when the Town Manager reasonably determines that legal advice is necessary to protect the Town's interests;
- G. Report material economic-development matters to the Board as appropriate, subject to applicable confidentiality requirements, attorney-client privilege, Open Records Act requirements, and lawful executive-session authority; and
- H. Refrain from making a binding commitment, authorization, representation, agreement, incentive, expenditure, regulatory decision, or approval on behalf of the Town unless specifically authorized by the Board or otherwise authorized by law or Town ordinance.

SECTION 7. PRESERVATION OF GOVERNING AUTHORITY.

- A. Nothing in this ordinance delegates or transfers any authority of the Board. The Board retains all authority provided by state law and Town ordinance, including authority over Town policy; contracts; expenditures; development agreements; incentives; zoning and land-use actions; special use permits; utility commitments; municipal property; and other actions requiring Board approval.
- B. Nothing in this ordinance alters the lawful powers, responsibilities, or independent review duties of the Planning Commission, Board of Adjustment, Town Attorney, Town Clerk, building official, code-enforcement personnel, public-works personnel, public authorities, consultants, or other Town officers and employees.
- C. No individual trustee may bind the Town, direct the Town Manager or other Town staff contrary to duly adopted Board policy, make a Town commitment, or negotiate an agreement on behalf of the Town unless specifically authorized by the Board in accordance with applicable law.
- D. All Board deliberations and actions shall remain subject to the Oklahoma Open Meeting Act and all other applicable laws.

SECTION 8. RECORDS.

A. The Town Manager shall maintain, or cause to be maintained, appropriate records of substantive communications, meeting summaries, correspondence, applications, materials received, and Town responses relating to economic development matters.

B. Records maintained under this ordinance shall be retained and disclosed in accordance with applicable state records-retention requirements, the Oklahoma Open Records Act, attorney-client privilege, work-product protections, and other applicable exemptions or confidentiality requirements.

SECTION 9. NO PRIVATE RIGHT OR ENTITLEMENT.

This ordinance establishes an internal administrative coordination procedure. It does not create a private right of action, a right to an approval or meeting, a vested property or land-use right, a contractual right, or a waiver of any requirement imposed by federal law, state law, Town ordinance, adopted plan, or lawful Town policy.

SECTION 10. REPEALER.

All ordinances, resolutions, policies, procedures, or parts thereof in conflict with this ordinance are repealed only to the extent of the conflict.

SECTION 11. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, the remaining portions shall remain in full force and effect.

SECTION 12. EFFECTIVE DATE.

This ordinance shall become effective thirty (30) days after its passage and publication as provided by law.

PASSED AND APPROVED by the Board of Trustees of the Town of Luther, Oklahoma, this ____ day of _____, 2026.

TOWN OF LUTHER, OKLAHOMA

Terry Arps, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney