



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

**BOARD OF TRUSTEES FOR THE TOWN OF LUTHER
TUESDAY, OCTOBER 13, 2026, AT 7:00 P.M.
LUTHER TOWN HALL
108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054**

REGULAR MEETING AGENDA

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

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.

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Determination of a quorum
6. Approval of the Consent Agenda,
 - a. Approval of the Board Minutes from the regular meeting of September 8, 2026
 - b. Approval of Claims, including Payroll
 - c. Review and Approval of Treasurer's Report
7. Consideration of Items Removed from the Consent Agenda
8. Trustee Comments
9. Department Reports
10. Attorney's Report

Trustee One (Terry Arps)

11. 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.
12. 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.

13. 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)

14. 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.**
15. Consideration, discussion, and possible action to adopt an updated manual of Fees for the Town of Luther.

Trustee Three (vacant)

16. 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.
17. Consideration, discussion, and possible action to approve new tires for Brush Truck 736 from T&W tire utilizing state contract procurement at a rate not to exceed \$2,100.00.
18. Consideration, discussion, and possible action to approve new tires for Engine 704 from T&W tire utilizing state contract procurement at a rate not to exceed \$5,000.00.

Trustee Four (Jeff Schwarzmeier)

19. 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.
20. Consideration, discussion, and possible action to close town hall the afternoon of November 6, 2026, for preparation of the Luther Pecan Festival.
21. 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.
22. Consideration, discussion, and possible action to approve Saturday, October 31, 2026, as trick-or-treat night for the Town of Luther.
23. Consideration, discussion, and possible action to approve a contract addendum with Xcel Office Solutions for a new I.T. server backup at town hall.
24. Consideration, discussion, and possible action to approve a professional services agreement with Autumn Williams for preparation of the FY2025-2026 Audit at a cost not to exceed \$14,000.

Trustee Five (Cindy Harris Baker)

25. Consideration, discussion, and possible action to approve Anna Campbell and Mitch Shepley to the Board of Adjustment.

26. 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
27. Consideration, discussion , and possible action to approve the participation of the Town Manager at the Fall Conference of the American Planning Association – Oklahoma Chapter, to be held November 8-10, 2026, in Bartlesville, Oklahoma at a cost not to exceed \$900 (registration/hotel/mileage).

28. **Adjourn.**



Rian Harkins, Town Manager/Clerk



Agenda Posted Tuesday October 6, 2026, at Luther Town Hall, via MailChimp, on the website at www.townoflutherok.com and on Facebook at The Town of Luther, prior to 7:00 pm.





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

**BOARD OF TRUSTEES FOR THE TOWN OF LUTHER
TUESDAY, SEPTEMBER 8, 2026, AT 7:00 P.M.
LUTHER TOWN HALL
108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054**

REGULAR MEETING MINUTES

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

1. Call to Order by Terry Arps
2. Invocation by Terry Arps
3. Pledge of Allegiance led by Terry Arps
4. Roll Call by Terry Arps, Arps, Davis, Schwarzmeier, and Taylor present
5. Determination of a quorum made by Terry Arps
6. Approval of the Consent Agenda, Motion to approve made by Terry Arps, seconded by Jeff Schwarzmeier. Vote was 4-0
 - a. Approval of the Board Minutes from the regular meeting of August 11, 2026; Special Meeting of August 27, 2026; and Special Meeting of July 30, 2026
 - b. Approval of Claims, including Payroll
 - c. Review and Approval of Treasurer's Report
7. Consideration of Items Removed from the Consent Agenda None
8. Trustee Comments Jeff – Congratulations Carla on the new position. Terry – REAP grants are open, Eastern OK County Medical Authority may be dissolving soon and would result in a one-time infusion of funds to the town. Cindy – Do residents have access to the HS track? September 19th is the Main Street Market.
9. Department Reports Terry read the code enforcement and police reports, Rian Harkins gave the fire department report and a monthly manager report, including a petition for an ordinance naming the town manager as the point of contact for all economic development projects including the Beltline Data Center proposal.
10. Attorney's Report Work primarily has been on codification and the Finn case.

Trustee One (Terry Arps)

Trustee Two (Jerrod Davis)

11. Consideration, discussion, and possible action to begin the budget amendment process to consider an additional step increase in salary for Town/LPWA employees. Discussion centered on the idea of if an additional step could be accommodated for employees except probationary employees, the fire chief, and the town manager. Additional discussion focused on how incentives and evaluations can be factored into merit increases. Jerrod Davis moved to defer the item to the December meeting, seconded by Jeff Schwarzmeier. Vote was 4-0
12. 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. Jerrod Davis moved to defer the item to the September special meeting, seconded by Jeff Schwarzmeier. Vote was 4-0

Trustee Three (vacant)

13. Consideration, discussion, and possible action to approve a resolution seeking funding as part of the 2027 ACOG REAP Grant Application for a rescue vehicle and equipment for the Luther Fire Department. Motion to approve made by Jerrod Davis seconded by Cindy Taylor. Vote was 4-0

Trustee Four (Jeff Schwarzmeier)

Trustee Five (Cindy Harris Baker)

14. **New Business:** In accordance with the Open Meeting Act, Title 25 O.S. 311.A.9 of the Oklahoma Statutes, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda. Teresa Poisson noted the petition and its intention and asked it be adopted as an ordinance as soon as possible.
15. **Citizen participation:** Citizens may address the Board during open meetings on any matter on the agenda prior to the Board taking action on the matter. On any item not on the current agenda, citizens may address the Board under the agenda item Citizen Participation. Citizens should fill out a Citizen's Participation Request form and give it to the Mayor. Citizen Participation is for information purposes only, and the Board cannot discuss, act or make any decisions on matters presented under Citizens Participation. Citizens are requested to limit their comments to two minutes. None
16. **Adjourn.** Motion to approve made by Terry Arps, seconded by Jeff Schwarzmeier. Vote was 4-0

Minutes transcribed by Rian Harkins, Town Manager/Clerk

**Town of Luther Claims including Payroll
9/3/2026 to 10/5/2026**

Date	Payee	Memo	Payment
09/08/2026	A-Z HANDYMAN X-PRESS	Cleaning	432.00
09/08/2026	ABERDEEN ENTERPRIZES II, INC	Court Collections	152.31
09/08/2026	AT&T Mobility	IT	1,138.11
09/08/2026	BLUECROSS BLUESHIELD OF OK	Insurance	10,994.82
09/08/2026	BLUECROSS BLUESHIELD OF OK-DEARBORN	Insurance	65.61
09/08/2026	Brent Coldiron	Court	950.00
09/08/2026	BridgeTower OpCo, LLC	IT	31.84
09/08/2026	CATHY SCHMITZ	Reimbursement	50.00
09/08/2026	CITY OF OKLAHOMA CITY	Police/Fire	7,968.06
09/08/2026	CIVICPLUS LLC	IT	3,642.50
09/08/2026	COPS PRODUCTS	Police	210.47
09/08/2026	DANIEL MCCLURE SR.	Code enforcement	1,350.00
09/08/2026	Delta Dental	Insurance	592.00
09/08/2026	DENNIS MCGRATH	Court	1,050.00
09/08/2026	Dollar General - Regions 410526	supplies	78.15
09/08/2026	FLUENTSTREAM TECHNOLOGIES	IT	397.41
09/08/2026	FOP LODGE 230	Police	325.00
09/08/2026	INTERSTATE CONSTRUCTION ADMINISTRATION NETWORK, INC.	Permitting	600.00
09/08/2026	JEFF SCHWARZMEIER	Phone	50.00
09/08/2026	JEREMIAH FOSTER	Police	65.00
09/08/2026	JOSHUA MONHOLLAND	Police	215.00
09/08/2026	LDM AUTOMOTIVE	Reparis	2,534.00
09/08/2026	Lincoln County Sheriff's Department	Police	89.16
09/08/2026	Luther Hardware, LLC	supplies	109.29
09/08/2026	OKLAHOMA BUREAU OF NARCOTICS	Police	10.00

09/08/2026	Oklahoma Firefighters Pension System	Pension	1,263.72
09/08/2026	Oklahoma Municipal League	Membership	75.00
09/08/2026	OKLAHOMA MUNICIPAL RETIREMENT FUND	Pension	425.26
09/08/2026	OMAG	Insurance	6,428.45
09/08/2026	ONG	Utilities	539.39
09/08/2026	OSBI	Police	167.00
09/08/2026	OTA -PLATE PAY	Police/Fire	320.84
09/08/2026	PURCHASE POWER/PITNEY BOWES	Mail	406.00
09/08/2026	Special OPS Uniforms, Inc.	Police	235.99
09/08/2026	T&W Tire	Repairs	440.35
09/08/2026	THE CHILDS LAW FIRM, PLLC	Prof. Services	2,618.00
09/11/2026	QuickBooks Payroll	Payroll	24,475.68
09/11/2026	Statpacks	supplies	536.47
09/15/2026	QuickBooks Payroll	Payroll	7,035.04
09/15/2026	Oklahoma Police Pension & Retirement System	Pension	6,683.98
09/24/2026	4WHLZ UP TOWING	Police	1,026.94
09/24/2026	ABERDEEN ENTERPRIZES II, INC	Court	373.85
09/24/2026	AT&T Mobility	IT	1,138.11
09/24/2026	BLUECROSS BLUESHIELD OF OK	Insurance	10,994.82
09/24/2026	BLUECROSS BLUESHIELD OF OK-DEARBORN	Insurance	65.61
09/24/2026	CENTRANET	IT	25.00
09/24/2026	CITY OF OKLAHOMA CITY	Police/Fire	23,081.24
09/24/2026	Delta Dental	Insurance	627.00
09/24/2026	DEPT OF PUBLIC SAFETY	Police/Court	77.00
09/24/2026	Eureka Water Company	supplies	39.14
09/24/2026	FOP LODGE 230	Police	455.00
09/24/2026	Lion Electrical Contracting LLC	Bldg Repairs	3,425.47
09/24/2026	MAGUIRE IRON, INC.	Maintenance	3,727.25
09/24/2026	O'Reilly Auto Parts	Repairs	131.56

09/24/2026	OKLAHOMA CENTRALIZED SUPPORT REGISTRY	Garnishments	736.84
09/24/2026	Oklahoma Firefighters Pension System	Pension	631.86
09/24/2026	OKLAHOMA MUNICIPAL RETIREMENT FUND	Pension	286.30
09/24/2026	Olivia Gonzalez	Reimbursement	1.00
09/24/2026	OTA -PLATE PAY	Police/Fire	286.35
09/24/2026	Rian Harkins	Reimbursement	242.59
09/24/2026	S&H MERCANTILE	supplies	14.46
09/24/2026	THOMSON REUTERS - WEST	legal	183.89
09/24/2026	XCEL OFFICE SOLUTIONS	copier	130.00
09/24/2026	XCEL OFFICE SOLUTIONS- DALLAS	IT	1,655.23
09/24/2026	Atwoods of Stillwater	Police	583.26
10/01/2026	QuickBooks Payroll	Payroll	6,247.98

Town of Luther
Budget vs. Actuals
September 2026 vs. Overall

	Sep 2026				Total			
	Actual	Budget	over Budget	% of Budget	Actual	Budget	over Budget	% of Budget
Income								
Donations		0.00	0.00		0.00	0.00	0.00	
Fines & Forfeitures	9,298.46	12,000.00	-2,701.54	77.49%	9,298.46	12,000.00	-2,701.54	77.49%
Grant Revenue		0.00	0.00		0.00	0.00	0.00	
Insurance Subsidy/Int		2,800.00	-2,800.00	0.00%	0.00	2,800.00	-2,800.00	0.00%
Licenses & Permits	2,717.64	2,500.00	217.64	108.71%	2,717.64	2,500.00	217.64	108.71%
Miscellaneous	140.00	0.00	140.00		140.00	0.00	140.00	
Other/Rents/Fees	155.50	1,000.00	-844.50	15.55%	155.50	1,000.00	-844.50	15.55%
Reimbursement SRO		14,800.00	-14,800.00	0.00%	0.00	14,800.00	-14,800.00	0.00%
Tax Revenues		0.00	0.00		0.00	0.00	0.00	
Alcoholic Beverage Taxes	365.77	368.33	-2.56	99.30%	365.77	368.33	-2.56	99.30%
Capital Improvement-Sales Tax		9,200.00	-9,200.00	0.00%	0.00	9,200.00	-9,200.00	0.00%
Cigar & Cigarette Taxes		350.00	-350.00	0.00%	0.00	350.00	-350.00	0.00%
Franchise Taxes	332.71	600.00	-267.29	55.45%	332.71	600.00	-267.29	55.45%
Gasoline Tax		220.00	-220.00	0.00%	0.00	220.00	-220.00	0.00%
Motor Vehicle Taxes	1,016.41	925.00	91.41	109.88%	1,016.41	925.00	91.41	109.88%
Resale Tax		0.00	0.00		0.00	0.00	0.00	
Sales Taxes		50,000.00	-50,000.00	0.00%	0.00	50,000.00	-50,000.00	0.00%
Use Taxes		18,500.00	-18,500.00	0.00%	0.00	18,500.00	-18,500.00	0.00%
Total Tax Revenues	\$ 1,714.89	\$ 80,163.33	-\$ 78,448.44	2.14%	\$ 1,714.89	\$ 80,163.33	-\$ 78,448.44	2.14%
Total Income	\$ 14,026.49	\$ 113,263.33	-\$ 99,236.84	12.38%	\$ 14,026.49	\$ 113,263.33	-\$ 99,236.84	12.38%
Gross Profit	\$ 14,026.49	\$ 113,263.33	-\$ 99,236.84	12.38%	\$ 14,026.49	\$ 113,263.33	-\$ 99,236.84	12.38%
Expenses								
Fire Department		0.00	0.00		0.00	0.00	0.00	
Capital Outlay (FD)		0.00	0.00		0.00	0.00	0.00	
Maint & Operations (FD)		0.00	0.00		0.00	0.00	0.00	
ALL Insurance	1,969.22	800.00	1,169.22	246.15%	1,969.22	800.00	1,169.22	246.15%
Bunker Gear/Uniforms		0.00	0.00		0.00	0.00	0.00	
Dues/Memberships/Vol Pension		250.00	-250.00	0.00%	0.00	250.00	-250.00	0.00%
FIRE Supplies/Repairs/Mtc	29.41	600.00	-570.59	4.90%	29.41	600.00	-570.59	4.90%
Fuel		1,000.00	-1,000.00	0.00%	0.00	1,000.00	-1,000.00	0.00%
Grant Expenditures	16,192.76	0.00	16,192.76		16,192.76	0.00	16,192.76	
MEDICAL Parts / Supplies	536.47	300.00	236.47	178.82%	536.47	300.00	236.47	178.82%
Office Supplies / Expenses	0.00	75.00	-75.00	0.00%	0.00	75.00	-75.00	0.00%
Phone / Internet / IT	696.86	1,000.00	-303.14	69.69%	696.86	1,000.00	-303.14	69.69%
Travel / Training	700.05	375.00	325.05	186.68%	700.05	375.00	325.05	186.68%
Utilities	379.06	430.00	-50.94	88.15%	379.06	430.00	-50.94	88.15%
Vehicle/Repair/Maintenance	1,188.56	1,000.00	188.56	118.86%	1,188.56	1,000.00	188.56	118.86%
Total Maint & Operations (FD)	\$ 21,692.39	\$ 5,830.00	\$ 15,862.39	372.08%	\$ 21,692.39	\$ 5,830.00	\$ 15,862.39	372.08%
Payroll (FD)		0.00	0.00		0.00	0.00	0.00	
Employee Benefits	2,114.27	1,962.75	151.52	107.72%	2,114.27	1,962.75	151.52	107.72%
Salary / Wage / Payroll Tax		5,859.00	-5,859.00	0.00%	0.00	5,859.00	-5,859.00	0.00%
Total Payroll (FD)	\$ 2,114.27	\$ 7,821.75	-\$ 5,707.48	27.03%	\$ 2,114.27	\$ 7,821.75	-\$ 5,707.48	27.03%
Total Fire Department	\$ 23,806.66	\$ 13,651.75	\$ 10,154.91	174.39%	\$ 23,806.66	\$ 13,651.75	\$ 10,154.91	174.39%
General Government	229.71	0.00	229.71		229.71	0.00	229.71	
Capital Outlay (GG)		0.00	0.00		0.00	0.00	0.00	
Maint & Operations (GG)		0.00	0.00		0.00	0.00	0.00	
ALL Insurance	1,969.22	500.00	1,469.22	393.84%	1,969.22	500.00	1,469.22	393.84%
Bank/Card Fees		110.00	-110.00	0.00%	0.00	110.00	-110.00	0.00%
Budget / Other Publications		200.00	-200.00	0.00%	0.00	200.00	-200.00	0.00%
Contract Labor	1,350.00	2,000.00	-650.00	67.50%	1,350.00	2,000.00	-650.00	67.50%
Dues & Memberships		425.00	-425.00	0.00%	0.00	425.00	-425.00	0.00%
Emergency Management		100.00	-100.00	0.00%	0.00	100.00	-100.00	0.00%

Grant Expenditures	23,965.50	0.00	23,965.50		23,965.50	0.00	23,965.50	
LEDA Maint & Operations		500.00	-500.00	0.00%	0.00	500.00	-500.00	0.00%
Office Supplies / Expenses	47.09	275.00	-227.91	17.12%	47.09	275.00	-227.91	17.12%
Parks Commission		200.00	-200.00	0.00%	0.00	200.00	-200.00	0.00%
Parts / Supplies / Repairs	3,727.25	11,000.00	-7,272.75	33.88%	3,727.25	11,000.00	-7,272.75	33.88%
Phone / Internet / IT	682.03	1,200.00	-517.97	56.84%	682.03	1,200.00	-517.97	56.84%
Postage		150.00	-150.00	0.00%	0.00	150.00	-150.00	0.00%
Professional Services	2,818.00	4,000.00	-1,182.00	70.45%	2,818.00	4,000.00	-1,182.00	70.45%
Rentals/Misc		0.00	0.00		0.00	0.00	0.00	
Training / Travel	563.43	125.00	438.43	450.74%	563.43	125.00	438.43	450.74%
Utilities	1,783.66	1,650.00	133.66	108.10%	1,783.66	1,650.00	133.66	108.10%
Total Maint & Operations (GG)	\$ 36,906.18	\$ 22,435.00	\$ 14,471.18	164.50%	\$ 36,906.18	\$ 22,435.00	\$ 14,471.18	164.60%
Payroll (GG)		0.00	0.00		0.00	0.00	0.00	
Employee Benefits	1,920.88	2,979.25	-1,058.37	64.48%	1,920.88	2,979.25	-1,058.37	64.48%
Salary / Wage / Payroll Tax	305.86	9,174.83	-8,868.97	3.33%	305.86	9,174.83	-8,868.97	3.33%
Total Payroll (GG)	\$ 2,226.74	\$ 12,154.08	\$ 9,927.34	18.32%	\$ 2,226.74	\$ 12,154.08	\$ 9,927.34	18.32%
Total General Government	\$ 39,362.63	\$ 34,589.08	\$ 4,773.55	113.80%	\$ 39,362.63	\$ 34,589.08	\$ 4,773.55	113.80%
Police Department		0.00	0.00		0.00	0.00	0.00	
Capital Outlay (PD)		0.00	0.00		0.00	0.00	0.00	
Maint & Operations (PD)	92.00	0.00	92.00		92.00	0.00	92.00	
ALL Insurance	1,969.23	800.00	1,169.23	246.15%	1,969.23	800.00	1,169.23	246.15%
Attorney & Judge	2,000.00	2,100.00	-100.00	95.24%	2,000.00	2,100.00	-100.00	95.24%
Credit Card Fees		100.00	-100.00	0.00%	0.00	100.00	-100.00	0.00%
Fuel		3,000.00	-3,000.00	0.00%	0.00	3,000.00	-3,000.00	0.00%
Jail / Prisoner Fees	89.16	200.00	-110.84	44.58%	89.16	200.00	-110.84	44.58%
K9/Animal Control/Code		100.00	-100.00	0.00%	0.00	100.00	-100.00	0.00%
Office Supplies / Expenses	621.52	375.00	246.52	165.74%	621.52	375.00	246.52	165.74%
OSBI/OTHER Fees	444.19	1,700.00	-1,255.81	26.13%	444.19	1,700.00	-1,255.81	26.13%
Parts / Supplies / Repairs	147.26	1,000.00	-852.74	14.73%	147.26	1,000.00	-852.74	14.73%
PD Grant Expenditures	6,888.48	0.00	6,888.48		6,888.48	0.00	6,888.48	
Phone / Internet / IT	2,097.75	2,670.00	-572.25	78.57%	2,097.75	2,670.00	-572.25	78.57%
Training / Travel / Dues	883.98	400.00	483.98	221.00%	883.98	400.00	483.98	221.00%
Uniforms		400.00	-400.00	0.00%	0.00	400.00	-400.00	0.00%
Utilities	343.59	200.00	143.59	171.80%	343.59	200.00	143.59	171.80%
Total Maint & Operations (PD)	\$ 15,577.16	\$ 13,045.00	\$ 2,532.16	119.41%	\$ 15,577.16	\$ 13,045.00	\$ 2,532.16	119.41%
Payroll (PD)		0.00	0.00		0.00	0.00	0.00	
Employee Benefits	9,831.15	12,738.92	-2,907.77	77.17%	9,831.15	12,738.92	-2,907.77	77.17%
Salary / Wage / Payroll Tax		35,383.17	-35,383.17	0.00%	0.00	35,383.17	-35,383.17	0.00%
Total Payroll (PD)	\$ 9,831.15	\$ 48,122.09	\$ 38,290.94	20.43%	\$ 9,831.15	\$ 48,122.09	\$ 38,290.94	20.43%
Total Police Department	\$ 25,408.31	\$ 61,167.09	\$ 35,758.78	41.54%	\$ 25,408.31	\$ 61,167.09	\$ 35,758.78	41.54%
Total Expenses	\$ 88,577.60	\$ 109,407.92	\$ 20,830.32	80.96%	\$ 88,577.60	\$ 109,407.92	\$ 20,830.32	80.96%
Net Operating Income	-\$ 74,551.11	\$ 3,855.41	-\$ 78,406.52	-1933.68%	-\$ 74,551.11	\$ 3,855.41	-\$ 78,406.52	-1933.68%
Other Income								
Transfer from LWPA		0.00	0.00		0.00	0.00	0.00	
Total Other Income	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00	
Other Expenses								
Payroll Suspense	46,087.44	0.00	46,087.44		46,087.44	0.00	46,087.44	
Suspense		0.00	0.00		0.00	0.00	0.00	
Transfer to LPWA		1,000.00	-1,000.00	0.00%	0.00	1,000.00	-1,000.00	0.00%
Transfers In/Out		0.00	0.00		0.00	0.00	0.00	
ARPA Funds		0.00	0.00		0.00	0.00	0.00	
Total Transfers In/Out	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00	
Transfers In/Out (GG)		0.00	0.00		0.00	0.00	0.00	
Total Other Expenses	\$ 46,087.44	\$ 1,000.00	\$ 45,087.44	4608.74%	\$ 46,087.44	\$ 1,000.00	\$ 45,087.44	4608.74%
Net Other Income	-\$ 46,087.44	-\$ 1,000.00	-\$ 45,087.44	4608.74%	-\$ 46,087.44	-\$ 1,000.00	-\$ 45,087.44	4608.74%
Net Income	-\$ 120,638.55	\$ 2,855.41	-\$ 123,493.96	-4224.91%	-\$ 120,638.55	\$ 2,855.41	-\$ 123,493.96	-4224.91%



CODE ENFORCEMENT MONTHLY REPORT/SEP/26

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

18 Contacts made, 17 Weeds/Grass, Debris.

1 Appliance in yard.

8 Corrective Actions were made.

7 Courtesy Notices issued, 5 warnings.

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

Progress being made on multiple properties.

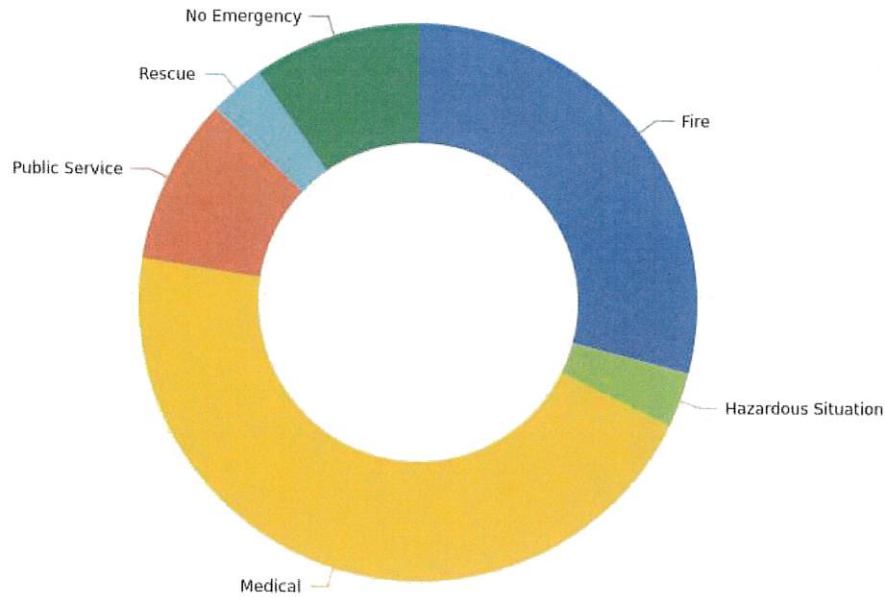
Working with Owner of Rental Property on her Renter who would not resolve multiple ordinance violations. The Property owner evicted the Renter and the issues resolved.

Att: Property 114 N Birch that had Trees down, finally removed all Trees and Brush. To get this done I went through multiple ATT contacts and over twenty text messages over Months of work. Never surrender never give up/ Neighbors thanked me for not giving up and getting project done. Property at 3rd and Main trimmed trees back and mowed intersection.

Daniel McClure: Code Enforcement Officer



FDR-IR: Incident Count by Primary Incident Type



PRIMARY INCIDENT GROUP / PRIMARY INCIDENT TYPE	COUNT	PERCENT OF TOTAL
Fire	9	29.03%
Fire - Outside Fire - Vegetation / Grass Fire	2	6.45%
Fire - Outside Fire - Wildfire - Wildland	5	16.13%
Fire - Transportation Fire - Vehicle Fire - Passenger	1	3.23%
Fire - Transportation Fire - Vehicle Fire - Commercial	1	3.23%
Hazardous Situation	1	3.23%
Hazardous Situation - Hazardous Materials - Gas Leak / Gas Odor	1	3.23%

FDR-IR: Incident Count by Primary Incident Type

Luther FD OK

Address: 110 S Ash St, Luther, OK, 73054



PRIMARY INCIDENT GROUP / PRIMARY INCIDENT TYPE	COUNT	PERCENT OF TOTAL
Medical	14	45.16%
Medical - Illness - Breathing Problems	1	3.23%
Medical - Illness - Cardiac Arrest	1	3.23%
Medical - Illness - Chest Pain (Non-Trauma)	4	12.90%
Medical - Illness - Psychological Behavior Issues	1	3.23%
Medical - Illness - Stroke / CVA	1	3.23%
Medical - Illness - No Appropriate Choice	2	6.45%
Medical - Injury / Trauma - Heat / Cold Exposure	1	3.23%
Medical - Injury / Trauma - Motor Vehicle Collision	1	3.23%
Medical - Injury / Trauma - Stab / Penetrating Trauma	1	3.23%
Medical - Other - Standby Request	1	3.23%
Public Service	3	9.68%
Public Service - Citizen Assist - Lift Assist	1	3.23%
Public Service - Other - Standby	2	6.45%
Rescue	1	3.23%
Rescue - Transportation (Land) - Aviation Collision / Crash	1	3.23%
No Emergency	3	9.68%
No Emergency - Cancelled	3	9.68%
Total	31	100.00%

Other Offenses - Non traffic	1	1	1	1	0	1	2	4	4	1	0	0	16
Pornography/Obscene Material	0	0	1	0	0	0	0	0	0	0	0	0	1
Public Peace - Animal Other	0	1	0	0	0	0	0	0	0	0	0	0	1
Public Peace - Mental Case	1	0	0	0	0	0	0	0	0	0	0	0	1
Public Peace - Unattended Death	0	0	0	0	0	1	0	0	0	0	0	0	1
Runaway	0	0	1	1	0	0	0	0	0	0	0	0	2
Stolen Vehicle/Motor Vehicle Theft	0	0	0	0	1	0	0	0	0	0	0	0	1
Suicide (Attempted/Completed)	0	0	0	1	0	0	0	0	0	0	0	0	1
Threats/Intimidation	0	1	1	0	0	0	0	0	1	1	0	0	4
Traffic - Direct Traffic	1	2	3	2	2	1	0	2	4	0	0	0	17
Traffic - Impounds	1	1	1	0	1	1	0	0	0	0	0	0	5
Traffic - Other	1	3	3	0	1	1	3	1	2	0	0	0	15
Traffic - Signs and Signal	0	0	1	0	0	0	0	0	0	0	0	0	1
Trespassing of Real Property	0	0	0	0	0	0	0	1	0	0	0	0	1
Vandalism/Destruction/Damage of Property	0	0	0	0	0	1	1	0	0	0	0	0	2
Warrants - For other Agency	0	0	1	1	0	0	0	2	0	0	0	0	4
Warrants - Local	0	0	1	0	0	0	1	0	0	0	0	0	2
Warrants - Other	0	0	0	0	0	0	0	0	1	0	0	0	1
Weapons Law Violations	0	0	0	0	0	0	1	0	1	0	0	0	2
GRAND TOTAL	10	17	24	15	15	11	12	13	18	3	0	0	138

Call Log Calls Received September 2026

Call Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
911 hang up	0	0	0	1	1	3	0	0	3	0	0	0	0
Abandoned Vehicle	1	0	2	0	2	4	1	1	0	0	0	0	0
Accident w/ Injury	2	0	0	1	0	0	1	2	1	0	0	0	0
Accident w/o Injury	2	0	0	2	2	2	1	0	0	0	0	0	0
ADMINISTRATIVE DUTY	0	0	0	0	0	0	2	0	4	0	0	0	0
Agency Assist	8	17	16	12	19	21	20	14	13	2	0	0	0
Alarm	2	0	0	2	2	0	3	1	1	0	0	0	0
Animal Complaint	6	5	6	3	5	4	11	2	5	2	0	0	0
Arrest	0	0	0	0	1	0	0	0	0	0	0	0	0
Civil Standby	0	0	3	3	3	4	4	2	2	1	0	0	0
Debris in Roadway	0	1	1	0	0	4	0	0	0	0	0	0	0
Disturbance	3	1	0	1	1	2	0	0	2	0	0	0	0
Domestic Violence	0	1	0	0	0	0	0	0	2	0	0	0	0
Escort/parade	0	0	0	0	0	0	1	0	0	0	0	0	0
Extra Patrol	0	0	1	0	11	9	5	0	0	0	0	0	0
Fight	0	1	0	0	0	0	0	0	0	0	0	0	0
Fire Call	1	2	4	0	1	1	2	0	0	0	0	0	0
Follow Up	0	0	1	2	1	1	0	1	4	0	0	0	0
Found Property	0	0	0	0	1	0	0	0	0	0	0	0	0
Information	3	1	2	3	1	0	3	1	0	0	0	0	0
Livestock/Large Animal	1	0	1	0	0	1	0	0	1	2	0	0	0
Medical Call	1	2	1	1	3	4	3	0	0	0	0	0	0
Misc. Police Work	1	0	13	8	6	5	7	2	5	0	0	0	0
Missing Person	0	0	1	0	0	1	0	0	0	0	0	0	0

Motorist Assist	2	1	2	0	3	0	1	2	2	0	0	0	0
Municipal court	0	0	2	0	0	0	0	0	0	0	0	0	0
Noise Complaint	1	0	1	3	0	0	0	0	0	0	0	0	0
Off Duty	5	1	17	11	9	11	6	1	0	0	0	0	0
On Duty	9	3	18	14	12	12	4	3	1	0	0	0	0
Open Door	2	0	0	0	1	0	0	1	0	0	0	0	0
Paperwork	0	0	3	3	0	1	0	2	1	1	0	0	0
Pedestrian check	0	0	0	0	1	1	0	0	0	0	0	0	0
Power Line Down	0	0	0	0	1	0	0	0	0	0	0	0	0
Pursuit	0	0	0	0	0	0	0	1	0	0	0	0	0
Reckless Driver	0	3	1	1	1	2	0	0	1	0	0	0	0
Runaway	0	0	0	1	0	0	0	0	0	0	0	0	0
Sex offense	0	0	0	0	0	0	0	1	0	0	0	0	0
Sexual Assault	0	0	0	0	1	0	0	0	0	0	0	0	0
Shots Fired	0	0	1	1	0	0	0	0	0	0	0	0	0
Signal 30/DOA	0	0	0	0	0	0	0	1	0	0	0	0	0
Signal 8/ Mental Health	1	0	0	0	0	0	0	0	0	0	0	0	0
Stolen Vehicle	0	0	0	0	1	0	0	0	0	0	0	0	0
Suicidal Subject	0	1	0	1	0	0	1	0	1	0	0	0	0
Suspicious Activity	1	2	2	2	0	1	2	1	1	0	0	0	0
Suspicious Person	0	1	0	1	4	1	0	0	0	0	0	0	0
Suspicious Vehicle	2	3	0	0	3	1	1	0	2	0	0	0	0
Theft/Larceny	0	0	1	0	0	0	0	1	0	0	0	0	0
Threats/Harassment	0	0	0	1	1	0	0	0	1	1	0	0	0
Town Meeting	0	0	1	0	0	0	0	1	0	0	0	0	0
Traffic Control	0	0	0	0	0	1	0	3	11	1	0	0	0
GRAND TOTAL	54	46	101	78	98	97	79	44	64	10	0	0	0

Citations September 2026

Legend	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Warning	0	0	0	0	0	0	0	1	0	0	0	0	1
Citation	23	25	39	28	45	41	34	14	25	3	0	0	277
GRAND TOTAL	23	25	39	28	45	41	34	15	25	3	0	0	278

Warrants September 2026

Legend	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Served	0	0	1	0	0	0	1	0	0	0	0	0	2
Recalled	0	3	2	2	2	0	0	2	1	0	0	0	12
Active	3	10	4	1	0	0	0	0	0	0	0	0	18
GRAND TOTAL	3	13	7	3	2	0	1	2	1	0	0	0	32

Arrest September 2026

9/3/26 Obstruction/Fail to obey lawful order

9/6/26 Possession of CDS meth and paraphernalia

9/16/26 Domestic abuse

9/24/26 driving under suspension/defective equipment

9/24/26 Felony warrant (aggravated Trafficking)

9/24/26 Speeding / possession of firearm



TOWN OF LUTHER
108 S MAIN, PO BOX 56
LUTHER, OK 73054
405-277-3833
www.townoflutherok.com
office@townoflutherok.com

October 13, 2026, Manager's Report

Onboarding new staff.

Development of planning commission staff reports and agenda packet materials.

Met with the data center advisory committee. Next meeting will be 10/23 at town hall. The data center advisory committee is looking to hold a public meeting on November 16, 2026, to discuss progress made so far. Location is to be determined.

Continued discussion with staff regarding fee structure, including where fees should be increased, added, or established.

Ongoing discussion with the Town Attorney regarding the proposed rezoning from May 2026, including annexation research.

Various grant reporting updates completed. Working on the next TSET update for the playground project and arranging a ribbon cutting event.

We have two applications for the Board of Adjustment. This group will be appointed by the Board of Trustees (per ordinance) and will hear and decide any variance requests. They will meet as needed. We have made an additional request for volunteers.

We also have one vacancy for the planning commission.

Additional discussions with the town engineer regarding the infrastructure needs for the community if the Beltline proposal were approved. Our engineer is working on a draft estimate for road improvements for Triple X, Covell, and Coffee Creek.

Initial discussion with fire and police about a possible sales tax increase that would be dedicated to personnel and equipment for fire and police. If one were to be approved by voters, it could look like the following based upon current trends:

4.0% to 4.5% = Approximately \$97,000 annually (would match Wellston, Meeker, Stroud, Arcadia, Edmond, and Prague)

4.75% = Approximately \$108,888 annually (would match Harrah)

5.0% = Approximately \$193,000 annually (would match McLoud)

5.5% = Approximately \$290,000 annually

This could be specifically fund an additional firefighter salary as well as equipment needs for the police and fire departments.

Sales tax and use tax received in September account for \$63,485.56 and \$23,470.27 respectively.

As always, please know it is an honor to serve the community in this capacity. The last six months have been eventful but joyful as well.

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.

E. "Town Attorney"; means the Town Attorney, any assistant, special, or outside counsel, and any attorney or law firm retained by or acting on behalf of the Town, the Luther Public Works Authority, or the Luther Economic Development Authority, whether as an officer, employee, or independent contractor.

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 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.

C. Town Attorney. Notwithstanding Subsection B(4) of this Section or Section 7(B) of this ordinance, the Town Attorney shall not initiate or participate in any meeting, conference call, video conference, site visit, negotiation, or substantive written or oral communication with a project representative concerning an economic development matter, including the preparation, exchange, review, or negotiation of any draft agreement, term sheet, letter of intent, memorandum of understanding, permit condition, easement, lease, incentive, or other instrument, unless:

1. The Town Manager is present or participating.

2. The Town Manager has authorized the communication in advance and in writing, specifying its scope, and the Town Attorney provides the Town Manager a copy of each written communication contemporaneously and a written summary of each oral communication within two (2) business days.

or

3. The Board has expressly directed the Town Attorney to engage in communication by action taken in accordance with the Oklahoma Open Meeting Act.

D. Subsection C does not apply to:

1. Communications with an opposing party or its counsel in pending litigation, an administrative proceeding, or a formally asserted claim, to the extent necessary to meet obligations to a court or tribunal, provided the Town Manager is informed promptly;

2. The Town Attorney's participation in a public meeting or public hearing; or

3. Any communication required by the Oklahoma Rules of Professional Conduct.

E. Nothing in this Section limits the Town Attorney's communications with, advice to, or reports to the Board, the Mayor, or the Town Manager.

F. Any statement, draft, proposed term, or representation communicated to a project representative in violation of this Section is unauthorized and shall not constitute an offer, acceptance, commitment, or position of the Town.

G. Compliance with this Section is a condition of the engagement of any Town Attorney. The Town Clerk shall provide a copy of this ordinance to the Town Attorney within five (5) days of its effective date.

SECTION 5. 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 6. 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. Except as expressly provided in Section 4 of this ordinance, 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 7. 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 8. 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 9. REPEALER.

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

SECTION 10. 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 11. 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.

PASSED AND APPROVED with an emergency clause due to the sensitive nature of economic development discussions 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

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 stroke at 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

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.**

TOWN OF LUTHER

2026

MANUAL OF FEES

Effective: February 27, 2020

Updated: June 25, 2020; August 27, 2020, April 27, 2023, **September 30, 2026**

Town of Luther Fees

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BUILDING PERMIT FEES

New Residential Construction (Building Permit Required)	\$.20 per sq ft + \$60.00 per inspection
Additions Residential (Building Permit Required)	\$35.00 + \$60.00 per inspection
Remodel Residential (Building Permit Required)	\$35.00 + \$60.00 per inspection
Mobile/Manufactured Home (Building Permit Required)	\$340.00
Commercial Zoning/Flood Plain Review	\$40.00
New/Add-on/Remodel Commercial – Plan Review	\$240.00
New/Add-on/Commercial Building Permit & 5 Inspections	\$700.00
Commercial Revision and Resubmission of Plans	\$90.00 each resubmission
Large or Industrial Plan Review/Permit/Inspection	To be determined based on scope of project
Storage Building < 240 sq. ft. (Accessory Structure Permit Required)	\$25.00 if there is elec/plumbing/HVAC
Storage Building > 240 sq. ft. (Accessory Structure Permit Required)	\$25.00 + \$.05 per sq ft over 240 sq ft
Carports/Covered Patio (Accessory Structure Permit Required)	\$35.00
Driveway Approach Permit	\$35.00
Swimming Pool Inground (Accessory Structure Permit Required) See Ord.2025-1	\$50.00 + \$40.00 per inspection
Swimming Pool Above Ground See Ordinance 2025-01	\$40.00 Electric permit if permanently wired
Fence Permit	\$50.00
Retaining Wall above 3 feet (Accessory Structure Permit Required)	\$60.00
Demolition/Excavation (Permit Required)	\$100.00
Storm Shelter Registration	No cost – Must register with Town Hall
Storm Shelter Permit NEW INSTALL	\$25.00 – Must register with Town Hall
Permanent Sign Permit	\$50.00
Cell Tower Permit	\$500.00 annually
Roof Solar Panels	No cost – \$60.00 Electric permit required
Windmill/Wind Tower	\$1000.00
Plat Filing Fee	\$100.00 + publication fees
Certificate of Occupancy	\$60.00
Variance Filing Fee	\$100.00 + publication fees + postage (\$4.00)
Rezoning Filing/Permit Fee	\$100.00 + publication fees + postage (\$4.00)
Specific Use Permit	\$100.00 + publication fees+ postage (\$4.00)
Street Boring Permit 14-114	\$250.00
Street Excavation Permit 14-112	\$1000.00
Culvert Installation Permit 14-113	No cost
Septic Tank Permit 8-412 C	\$60.00 each-electric/plumbing inspections

BUILDING INSPECTIONS

Electric Inspection – Residential/Commercial	Residential \$60.00/Commercial \$140.00
Mechanical Inspection – Residential/Commercial	Residential \$60.00/Commercial \$140.00
Plumbing/Gas Inspection – Residential/Commercial	Residential \$60.00/Commercial \$140.00
Re-Inspection Fee – Residential/Commercial	Residential \$60.00/Commercial \$140.00

OCCUPATIONAL LICENSES

Electrical Contractor's License	\$150.00
Electrical Journeyman's License	\$50.00
Mechanical Contractor's License	\$150.00
Mechanical Journeyman's License	\$50.00
Plumbing Contractor's License	\$150.00
Plumbing Journeyman's License	\$50.00

CLEAN UP AND NUISANCE ABATEMENT FEES

Administrative Fee	\$250.00
Mowing/Per Hour/Per Person	\$50.00
Weed Eating/Per Hour/Per Person	\$50.00
Pickup Truck/Per Hour	\$50.00
Dump Truck/Per Hour	\$150.00
Heavy Equipment/Per Hour/Per Person	\$150.00
Certified Mailing/Postage	\$10.00
Oklahoma County Treasurer/Clerk Filing Fee/Postage	\$13.00 each

ALCOHOLIC BEVERAGE FEES-ANNUAL OCCUPATION TAX

	INITIAL	RENEWAL
Brewer	\$1,250.00	\$1,250.00
Distiller	\$3,125.00	\$3,125.00
Wine Maker	\$625.00	\$625.00
Oklahoma Winemaker	\$75.00	\$75.00
Rectifier	\$3,125.00	\$3,125.00

Wholesaler	\$2,500.00	\$2,500.00
Class B Wholesaler	\$625.00	\$625.00
Retail Package Store	\$25.00	\$25.00
Retail Wine	\$1,000.00	\$1,000.00
Retail Beer	\$500.00	\$500.00
Mixed Beverage License	\$800.00	\$800.00
Special Event	\$50.00	\$50.00
Bottle Club	\$1,000.00	\$1,000.00

MEDICAL MARIJUANA LICENSES AND FEES

	INITIAL	RENEWAL
Dispensary	\$600.00	\$600.00
Commercial Grower	\$1,500.00	\$1,000.00
Marijuana Processor	\$1,500.00	\$1,000.00
Compliance Inspection	\$200.00	\$200.00

OIL AND GAS ACTIVITY FEES

Drilling Permit – Original	\$2,500.00
Drilling Permit – Deepen Existing	\$2,500.00
Drilling Permit – Re-enter Abandoned	\$2,500.00
Water Wells for Enhanced Recovery	\$2,500.00
Annual Inspection	\$250.00
Pipeline Permit – Initial/Annual	\$250.00
Pipeline Permit – Street/Road Crossing	\$350.00

UTILITY FEES

Water, Sewer, Trash Deposit Owner	\$100.00
Water, Sewer, Trash Deposit Renter	\$150.00
Trash Only Deposit – ~~Polycart~~ Owner	~~\$50.00~~ \$100.00
Trash Only Deposit – ~~Metal Dumpster~~ Renter	~~\$100.00~~ \$150.00
New Water Tap – Residential or Commercial	~~\$250.00~~ \$400.00
~~New Sewer Tap – Residential or Commercial~~	~~\$250.00~~
Water Drop Per 1000 Gallons or part thereof	\$18.00
Water Meter Deposit for Extended Water Sales	\$775.00
Wastewater Drop Per 1000 Gallons or part thereof	\$71.50
~~Water Delivery by Fire Department (pool, etc.)~~	~~\$75.00/per tanker load~~
Meter Testing Deposit ~~5/8" – 1" and larger~~	~~\$105.00 – \$170.00~~
Water Reconnection Fee	\$30.00
Dumpster Fee Per Pickup Load / Trailer Load at Town Cleanup (non-customer)	~~\$25.00~~ \$50.00

LUTHER PUBLIC WORKS AUTHORITY

WATER RATES

ADOPTED JUNE 2026

EFFECTIVE AUGUST 1, 2026

GALLONS	RATE
0-2,000	\$20.79
2,001-3,000	\$5.78
3,001-4,000	\$6.93
4,001-5,000	\$8.09
5,001-6,000	\$8.67
6,001-7,000	\$9.24
7,001-8,000	\$9.24
8,001-9,000	\$10.40
9,001 or more	\$10.40

SEWER RATES

GALLONS	RATE
0-2,000	\$17.33
2,001-3,000	\$1.16
3,001-4,000	\$1.16
4,001-5,000	\$2.31
5,001-6,000	\$2.31
6,001-7,000	\$2.31
7,001-8,000	\$3.47
8,001-9,000	\$3.47
9,001 or more	\$4.62

WORKS AUTHORITY**TRASH RATES****ADOPTED JUNE 2026****EFFECTIVE AUGUST 1, 2026**

RECEPTICAL SIZE	RATE
POLYCART	\$18.17
ADDITIONAL CARTS	\$12.03
RESIDENTIAL LANDFILL FEE	\$0.32
COMMERCIAL LANDFILL FEE	\$0.53
2YD DUMPSTER	\$46.20
3YD DUMPSTER	\$58.49
4YD DUMPSTER	\$72.14
6YD DUMPSTER	\$96.71
8YD DUMPSTER	\$108.99
2YD TWICE A WEEK	\$80.33
3YD TWICE A WEEK	\$99.44
4YD TWICE A WEEK	\$119.91
6YD TWICE A WEEK	\$139.02
8YD TWICE A WEEK	\$181.34
EXTRA PICKUP	\$39.00
300 GALLON TUB	\$57.12
DUMPSTER REPOSSESSION	\$35.00
TEMPORARY DUMPSTER ORDERED THROUGH EASTSIDE WASTE-PAYMENT DUE BEFORE DELIVERY	\$250.00

ANIMAL FEES

Pet License – provide rabies vaccination record	\$3.00
Pet Impound Release Fee – provide rabies vaccination record	\$35.00
~~Intake of Unwanted Dog – owner surrender~~	~~\$25.00~~
Intake of Lost/Found Dog – not by owner	No cost
Animal Quarantine Fee 4-150	\$20.00/per day
Kennel License 4-161	\$50.00

MISCELLANEOUS PERMITS, FEES, AND LICENSES

Annual Business License	\$50.00
Daily Peddler's License	\$10.00
Weekly Peddler's License	\$25.00
Annual Peddler's License	\$100.00
Garage Sale Permit	\$5.00
Cemetery Plot	\$350.00
Cemetery Plot – 4 Plots	\$1,400.00
Event License 9-101	\$25.00
Event Vendor Fee	\$25.00
Bail Bondsman Annual License	\$25.00
Bail Bondsman Bonding Fee	\$10.00
Vehicle Impound Release	\$50.00
Police and Accident Report Fees	\$5.00
Park Pavilion Rental Per Day – includes electric (Permit Required)	\$25.00
Park Pavilion Water Usage Fee (Permit Required)	\$20.00
Fireworks Stand on Town Property – refundable deposit	\$100.00 deposit/\$5.00 permit
Burn Permit	\$10.00
Copies – 8 ½ X 14 or less	\$0.25 per page
Copies – Special Size Paper (larger than 8 ½ X 14) or Any Color Copies	\$.055 per page
Certified copy charge	\$1.00 per page
Copies – Other Specialty Paper	Direct cost of reproduction
Notary Fee – per page	\$5.00
Any other media copy charge (flash, thumb drive, external hard drive, etc.	Direct cost of reproduction
Audio/DVD/VCR/CD copy charge	\$10.00 per copy
Request solely for Commercial Purposes	Direct cost of record search & copying
Request that disrupts the essential functions of the Town	Direct cost of record search & copying
Returned Check or Returned ACH Fee	\$35.00
Firework Stand Permit	~~\$100.00~~ \$5.00
Parking to Load or unload – 15-709	No cost

Fire/Run Report Fee	\$5.00
Mobile Home Park Code Article B 5-820	\$25.00
Parade – over 200 people – 15-530	No cost
Coin Operated Devices 9-302	\$10.00 per year
Police Department Cost to Serve Other Community 13-405	TBD

FIRE DEPARTMENT RECOVERY FEES

Engine	\$350.00 per hour
Aerial/Ladder	\$400.00 per hour
Rescue	\$300.00 per hour
Squad/Utility/Support	\$150.00 per hour
Tanker/Tender	\$300.00 per hour
SCBA	\$50.00 each
Hose (per 50')	\$25.00
Gas/CO Detector/Heat Gun	\$50.00 per use
Deodorizer	\$25.00 per use
Extinguisher (any class)	\$50.00 per use
Fire Services	\$100.00 per hour
Hand Tools	\$15.00 each
Hydraulic Rescue Tools	\$200.00 each
Scene Lighting	\$75.00 per hour
Oil Booms	\$20.00 each
Oil Absorbent Sheets	\$10.00 each
Oil Dry	\$35.00 per bucket
Portable Pumps	\$30.00 per hour
Power Tools	\$50.00 each
Road Closing/Traffic Control	\$100.00 per hour
Salvage Covers	\$35.00 each
Debris Cleanup/Removal	\$250.00
Flares	\$8.00 each
Ventilation Fans	\$50.00 each
IR Camera	\$100.00 each
Foam	\$60.00 per gallon
Cribbing: Passenger	\$100.00 each
Class B	\$200.00 each
Trucks – Class A	\$500.00 each
Stabilization Struts	\$50.00 per use
Latex Gloves	\$2.00 per pair
Ladders	\$35.00 per use
Medical Extrication (w/Hydraulics)	\$1,500.00 per patient
Generator	\$50.00 per hour
Hand Lights	\$5.00 per use
Portable Pond	\$150.00 per use
Wetting Agent	\$25.00 per unit
Fire Line Tape	\$.25 per foot

The Town of Luther, Board of Trustees is authorized to waive any fee, or any portion of a fee, contained in this Manual of Fees if it is determined by the Town of Luther, Board of Trustees to be in the best interest of the Town and within the authority granted by the Town of Luther Code of Ordinances.



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 'M. 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.lc@gmail.com
Business address of corporate office:		6019 N Mueller Ave Bethany Ok 73008	
Local Office 14600 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	TRF R	MH	EMR	TRF R	MH	EMR	TRF R	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)	
---	--

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):	405-623-6699	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 + Actv Injury 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 Oklahoma City, OK 73119
Physical Address (principal place of business):	

EJCDC C-451, Qualifications Statement.

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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.	EA.	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
					47,000.00
				Total Bid	

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	405-503-0860	
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	405-503-0860	
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	Wild Rose Retaining Wall		
General Description of Project	40 ft retaining wall -				
Project Budget and Schedule Performance					
Project Cost	Amount	% of Bid	Schedule Performance	Date	Days
Budget History	100,000.00	(12,500) 12%	Notice to Proceed	08/26	5 days
Change Orders			Contract Substantial Completion Date at Notice to Proceed		
Owner Enhancements			Contract Final Completion Date at Notice to Proceed	5/10/26	
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	5/10/26	
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	405-824-6142	
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	405-973-2695
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.

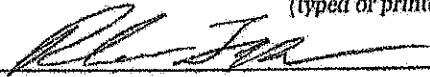
BIDDER hereby submits this Bid as set forth above:

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 Mueller 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:

905 339 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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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 employees of the Tora 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, 2022

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 JA/C. No. Ex: 405-682-6699 FAX JA/C. No.: 405-682-6656 E-MAIL ADDRESS:	
INSURED Toro Concrete LLC 14600 North Indian Meridian Luther, OK 73054		INSURER(S) AFFORDING COVERAGE INSURER A: Progressive Insurance #38628 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC# 38628	

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 WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			PGR973267401	05/27/25	05/27/26	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 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	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		

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

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

XX _____, 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.

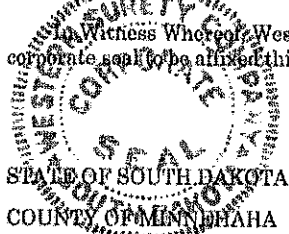
"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may 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.

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.cnasurety.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.

Form F2837-3-2012

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

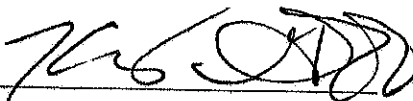
Bidder Address: 10700 Black Hawk Rd, Edmond OK 73025

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)

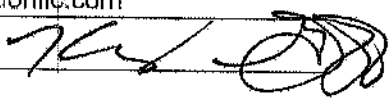
Bidder Name: Grade Work Construction LLC

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

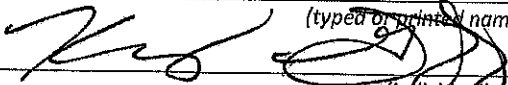
9.01 Provide the following information with the Statement of Qualifications:

- 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" 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 Figgard	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 Figgard	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 3rd day of September, 2021.

My Commission Expires: 2-19-28



Deanna Brawner
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

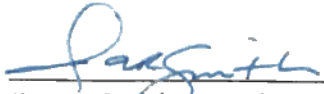
7/9/2026

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:

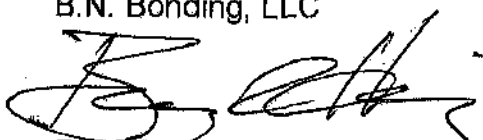
Parathon Construction, LLC is a very valued surety client. No complaints or concerns regarding Parathon Construction, LLC's performance of contract obligations have been received. Subject to acceptable underwriting criteria, at the time of consideration, the Surety is willing to consider projects up 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

A handwritten signature in black ink, appearing to read 'Barry Lynn Herring', written over a horizontal line.

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



T & W TIRE - OKC-TTC
25B N. COUNCIL RD.

OKC, OK 73127

405/787-6711

REMIT TO:
T & W TIRE
P.O. BOX 258859
OKC, OK 73125-8859

ESTIMATE #: 139240

PAGE: 1

CUSTOMER: TOWN OF LUTHER

P O BOX 56
1106436
LUTHER, OK 73054

FLT UNIT# FIRE TRUCK

VEHICLE: REPLACE ALL 6

SALESMAN: 11864

ESTIMATE DATE: 10/06/26

DUE: 11/10/26

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
TRK-MOUNT/DISMOUNT ON LOOSE WHEEL S0636		6	45.00		270.00
TRK-BALANCE S0639		6	45.00		270.00
225/70R195(G) BFG RCTRLS VG G21717		2	236.00		472.00
225/70R195(G) BFG RCTRLD VG G83490		4	236.06		944.24
TRK-VALVE STEM ALUMINUM S0838		6	8.25		49.50
SHOP SUPPLIES			10.80		10.80
SHOP SUPPLIES					
OK STATE TIRE FEE 282			33.00		33.00
				MERCHANDISE:	1498.74
				LABOR:	540.00
				OTHER:	10.80
				ESTIMATE TOTAL:	2049.54

Brush 736

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

A SERIES

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

19

**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

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

OPEN THE
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.

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.**

[]

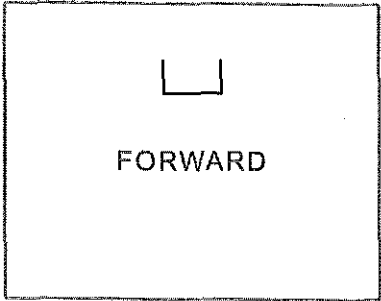
Good Afternoon Rian

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

OPEN THE DOCUMENT



FORWARD

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

[EXTERNAL EMAIL]

Autumn Williams CPA, P.C.

Autumn L. Williams, C.P.A., Esq.
Member AICPA & OSCP

1503 N. Washington Ave.
Durant, Oklahoma 74701
autumn@autumnwilliamscpa.com

C: (580) 434-2721
O: (580) 920-0340

September 24, 2026

Town of Luther
P.O. Box
Luther, OK

To whom it may concern:

We are pleased to confirm our understanding of the services we are to provide Town of Luther for the year ended June 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Town of Luther as of and for the year ended June 30, 2026.

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

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

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

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or

violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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

Audit Procedures—Internal Control

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

Audit Procedures—Compliance

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

Other Services

We will also assist in preparing the financial statements and related notes of Town of Luther in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

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

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

Engagement Administration, Fees, and Other

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

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

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

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

Autumn L. Williams is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately October 1, 2026 and to issue our reports no later than November 30, 2026.

Our fee for services will be \$13,500. If an audit performed in accordance with the Uniform Guidance is required an additional \$4,000 will be charged.

Reporting

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

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Town of Luther is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally

accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to Town of Luther and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,

Autumn Williams CPA, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Town of Luther.

Management Signature: _____

Title: _____

Date: _____



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 Hodgins

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 178m 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 R168643855 to Robert & Charlotte
Shawver R189832035 to create a buffer around existing barn.
Then add Phyllis Hartman's remaining R168643855 to her own R189832041
So it will be at least 5 acres

APPLICANT INFORMATION		PROPERTY OWNER INFORMATION	
NAME	<u>Phyllis Hartman Jennifer Hodgins</u>	NAME	<u>Phyllis Hartman</u>
ADDRESS	<u>19 N Broadway</u>	ADDRESS	<u>1000 Kelly Park Rd</u>
CITY, ST, ZIP	<u>Edmond OK 73034</u>	CITY, ST, ZIP	<u>Edmond OK 73003</u>
DAYTIME PHONE	<u>405-519-2302</u>	DAYTIME PHONE	<u>405-249-7522</u>
EMAIL	<u>jenniferrhodgens@oklahoma.com</u>	EMAIL	<u>tim@ptdsalesllc.com</u>
FAX		FAX	
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.			
SIGNATURE & DATE: <u>[Signature]</u>		<u>8/3/20</u>	

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.

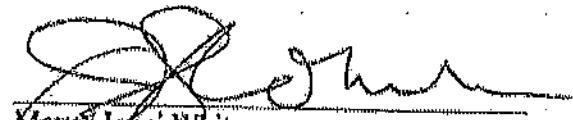
3. Any fee for the lot split application, process, and hearing is non-refundable, is payable at the time of application for lot split, and shall be as set out and as periodically modified by the Board of Trustees.

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.

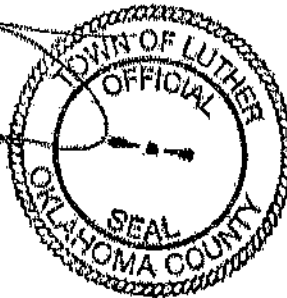
SECTION 4. EMERGENCY. It being immediately necessary for the preservation of the public health, peace and safety of the Town of Luther and the inhabitants thereof that the provisions of this ordinance be put into full force and effect immediately, an emergency is hereby declared to exist by reason whereof,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

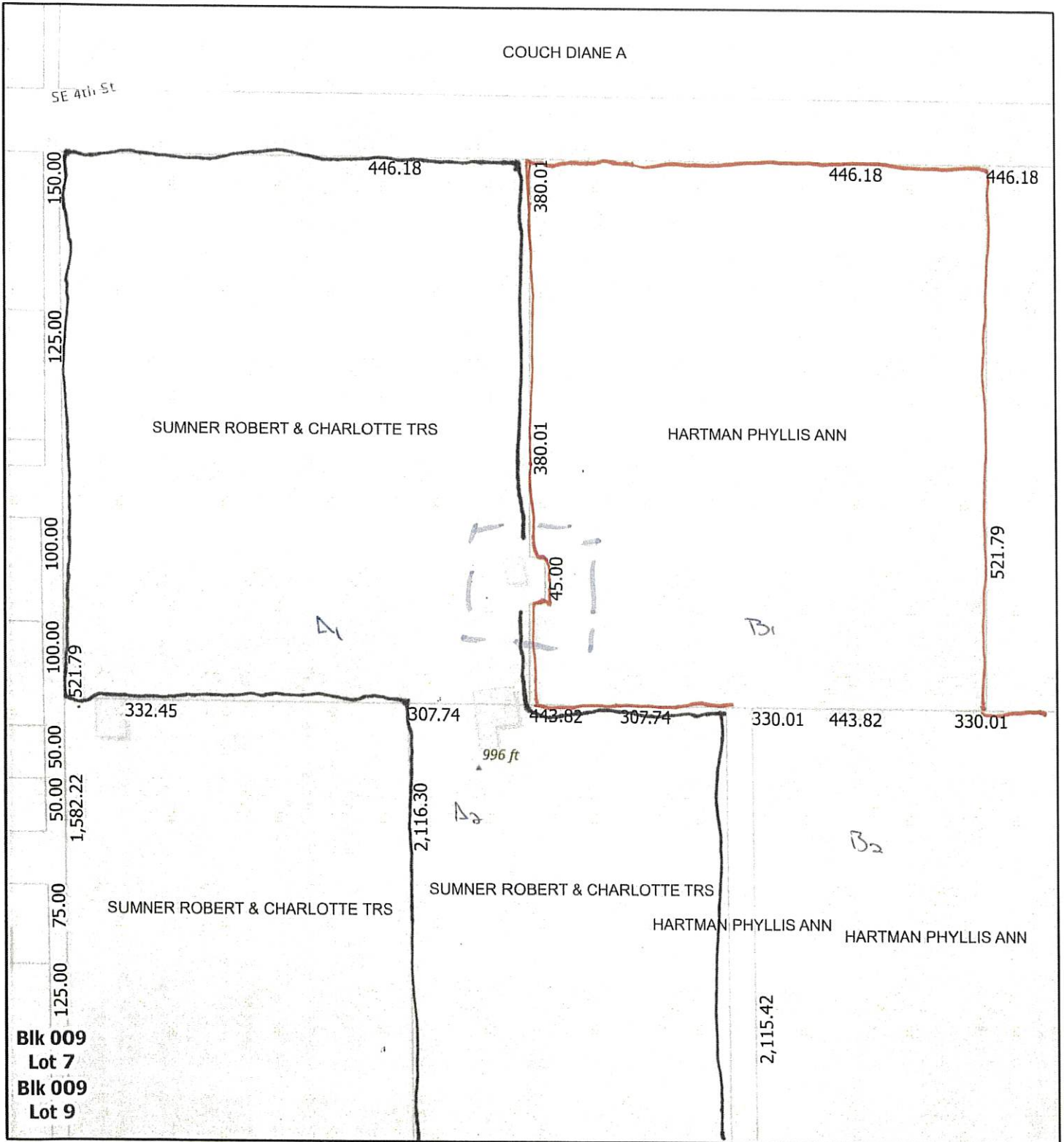

Town Clerk



Approved as to form and legality:

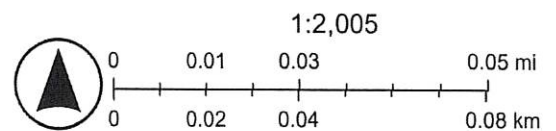

Town Attorney

ArcGIS Web Map

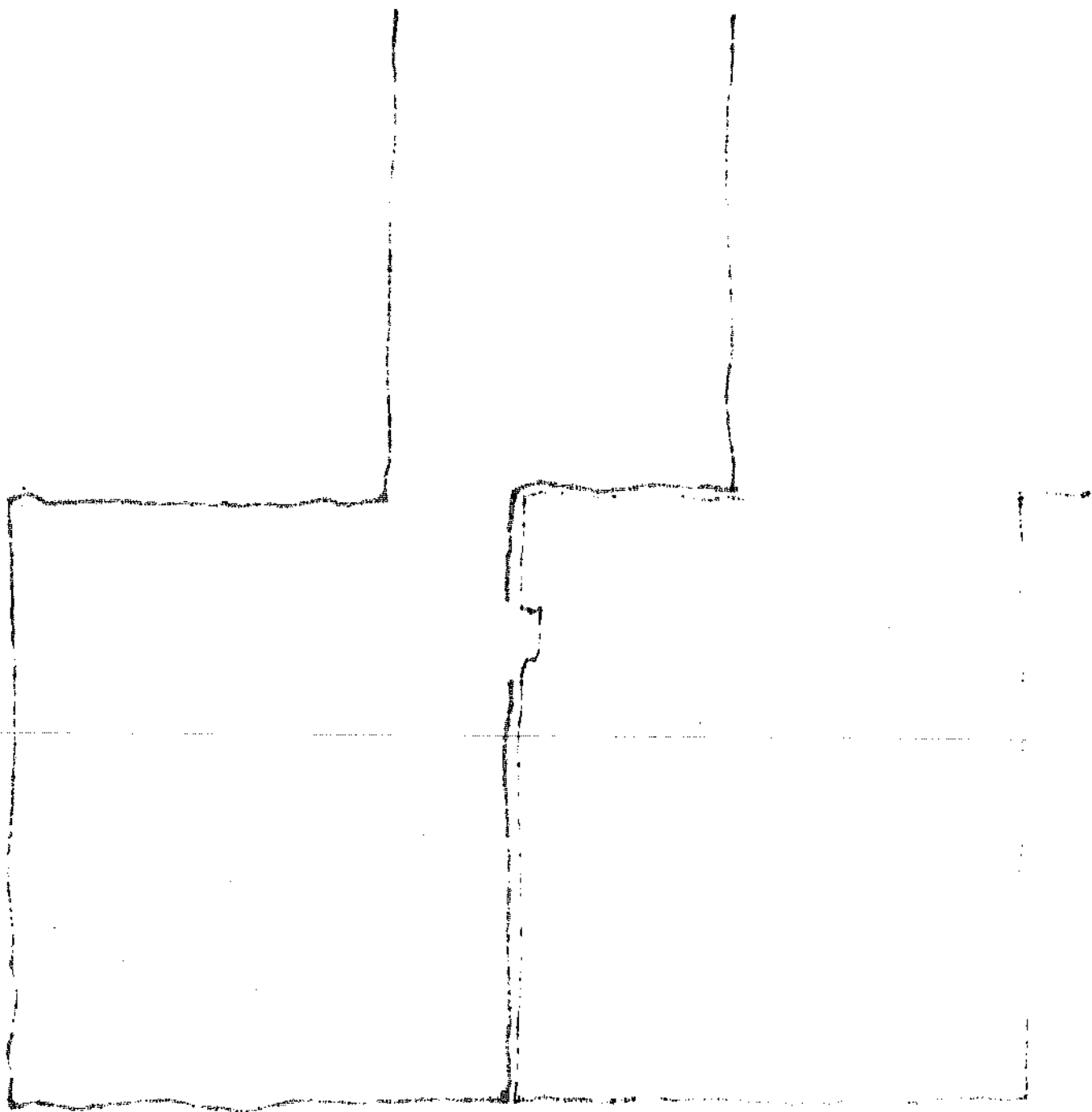


9/9/2026, 11:24:56 AM

- 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, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community



Part of the Southwest Quarter of

Proposed Conditional Fee Arrangements

A tract of land in the Southwest Quarter (SW1/4) of Section One-Twenty-Six (26), Township Fourteen (14) North, Range Two (2) East of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described by Curtis Lee Hale, US 10826 on August 5, 2026 with metes and bounds as follows:

Community at the Southwest corner of 98th Street and
 10th Ave. **SWA** 67-577 East is a distance of 1985.13 feet to the Point of
 Beginning.

Thence North 07°22'37" West a distance of 215.65 feet
 Thence South 07°54'37" West a distance of 61.37 feet
 Thence North 03°15'18" West a distance of 141.24 feet
 Thence South 83°45'18" West a distance of 10.03 feet
 Thence South 83°45'18" West a distance of 15.00 feet
 Thence North 07°22'37" West a distance of 980.03 feet
 Thence North 07°43'14" East a distance of 446.18 feet
 Thence South 07°13'55" East a distance of 581.75 feet
 Thence South 07°45'18" West a distance of 222.45 feet
 Thence South 07°22'37" West a distance of 215.62 feet
 Thence South 07°22'37" West a distance of 1985.13 feet
 to the Point of Beginning.

Thence North 07°22'37" West a distance of 222.45 feet
 Thence South 07°45'18" West a distance of 581.75 feet
 Thence North 07°43'14" East a distance of 446.18 feet
 Thence North 07°22'37" West a distance of 980.03 feet
 Thence South 83°45'18" West a distance of 10.03 feet
 Thence South 83°45'18" West a distance of 15.00 feet
 Thence North 03°15'18" West a distance of 141.24 feet
 Thence South 07°54'37" West a distance of 61.37 feet
 Thence North 07°22'37" West a distance of 215.65 feet
 to the Point of Beginning.

This description complies with 270, 282
 and 283 of the State Laws of this jurisdiction. The area of the
 square feet or 5.29 acres, more or less. Subject to Easements,
 Rights of Way and all other claims.

A tract of land in the Southwest Quarter (SW^{1/4}) of Section twenty-one (21), Township Fourteen (14) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described by Clark Lee Brown, US 1964 on August 15, 2025 with metes and bounds as follows:

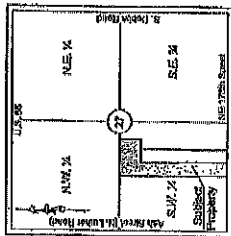
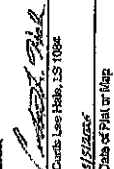
The following table lists the locations of the 100 most common words in the Southland corpus, ordered by frequency. The locations are given as (line number, column number, word frequency). The locations are given as (line number, column number, word frequency). The locations are given as (line number, column number, word frequency).

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, 2005

3. This Survey was performed without the benefit of a Title Commitment. Surveyor not liable for Encumbrances contained in abstract or by title search performed by the abctary that may or may not cross the subject property. Encumbrances shown were provided by Chicago Title Collaborative Co., in Title Commitment No. 719302450141.

I, Curtis Lee Helle, 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 accompanying plat hereto and there are no encroachments except as shown thereon. This Survey was made for the above stated purpose only and no other responsibility is hereby assumed. Witness my hand and seal at Oklahoma City, Oklahoma on this 28th day of August, 1928.



पुष्पेश्वर झा
Section 27, Township 14N, Range 1E
Arlene Co. South

[illegible]

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

[illegible]

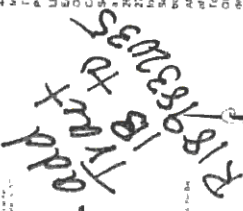
Part of the Southwest Quarter
Section 27, Township 14 North
Range 1 East of the Indian Meridian
Oklahoma County, Oklahoma
Plat of Survey

PROJECT	7124.1
POS	7124.1.DWG
DATE	9/2/2005
DESIGNED BY	JMS
CHECKED BY	GVA
IN CHARGE	M. AS

7

Part of the Southwest Quarter of

Section 27, Township 14 North, Range 1 East, I.M.
Town of Luther, Oklahoma County, Oklahoma



Legal Description

Parent Legal Description[illegible][illegible]

Abstract 1: Prepared Legal Descriptions

[illegible]

distance containing North 39°43'16" East a distance of 442.19 feet; then South 89°13'55" East a distance of 521.79 feet; then South 89°43'18" West a distance of 439.42 feet; then North 00°47'15" West a distance of 141.84 feet; then South 89°42'15" West a distance of 93.03 feet; then North 89°20'37" East a distance of 15.93 feet; then North 89°29'25" West a distance of 280.03 feet to the point of beginning. The decimeter contains 217.542 square feet or 4.939 acres, more or less. Subject to Easement and Easements of Record.

Table 13

[illegible]

Legal Description

Parent-Led Discussions Continued

Tract 2
A Part of the S/2 SW/4 Section 27, T.14N. R.1E of the 18th Principal Meridian, Grant County, Indiana, and being more particularly described as follows: Beginning at the NW corner of the SW/4 said Section 27; Thence N89°13'30"E along the SW/4 said Section 27 for a distance of 198.11 feet to the South line of said Section 27; Thence S89°13'30"E along the South line of said Section 27 for a distance of 198.11 feet to the Point of Beginning; Thence N0°22'37"W for a distance of 215.42 feet; Thence N89°13'30"E for a distance of 333.03 feet; Thence S89°10'45"E for a distance of 214.85 feet to a point on the South line of said S/2 SW/4 Section 27; Thence S89°10'45"E along said South line for a distance of 325.71 feet to the Point of Beginning.

Only

[illegible]

Surveyor's Notice

This Survey meets the requirements of the Oklahoma Minimum Standards for the Practice of Land Surveying, effective November 1, 2002, by the Board of Licensure for Professional Engineers and Land Surveyors.

Dan of Fiske Works, August 15 & October 18, 2025

This Survey was performed without the benefit of a Title Curative. Surveyors are liable for Encumbrances that are not disclosed by title reports purchased by the client. The client is advised that any notations on the subject property, Encumbrances shown on the plat, are the property of the Client.

71603924001411

71603924001411

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Surveyor's Certificate

Curly Lee Hale, a Licensed Land Surveyor on board the Cattle & Corn Cattle Co. survey, has been made my observation as the above described property as of date on the expiration date herein, and there are no known or possible claims against the same. The survey was made for the above named person herein, and I am not responsible for the survey. The survey was made only and no other responsibility is hereby assumed. The survey was made on the 22nd day of May, 1924.



 Marilyn Lee Hale, L.S. 1084
 184 22, 2026
 No. of Dist or Mat

May 22, 20

Abstract
