

the Town of Luther



**BOARD OF TRUSTEES FOR THE TOWN OF LUTHER  
L.P.W.A. MEETING AGENDA**

In accordance with the Open Meeting Act, Title 25, Section 311 of the Oklahoma Statutes, the Town of Luther, County of Oklahoma, 108 S. Main Street, hereby calls a **Regular L.P.W.A. Meeting of the Luther Board of Trustees, Tuesday, June 9<sup>th</sup>, 2020 at 7:00 p.m. at Town Hall, 108 S. Main St., Luther, OK 73054.**

1. **Call to order.**
2. **Roll Call.**
3. **Determination of a quorum.**
4. **Approval of the Consent Agenda, Previous Meeting's Minutes 05122020 LPWA & 05282020 Spc LPWA, Treasurer's Report, Review of Claims including Payroll.**
5. **Trustee Comments.**

**Trustee One (Terry Arps)**

6. Consideration, discussion and possible action to amend trash collection and water/sewer rates to eliminate Luther Public Works monthly deficits. Rates adjusted IAW chart below.

**Trustee Two (Brian Hall)**

7. Consideration, discussion and possible action to accept bids for the 5 year hay lease on the lagoon property.

**Trustee Three (Trandy Langston)**

8. Consideration, discussion and possible action to

**Trustee Four (Jeff Schwarzmeier)**

9. Consideration, discussion and possible action to


**Trustee Five (Jenni White)**

10. Consideration, discussion, and possible approval of Resolution No. 2020-11, a Resolution of the Board of Trustees of the Luther Public Works Authority for the Town of Luther, Oklahoma, adopting the fiscal year 2020-2021 annual budget for the Luther Public Works Authority in accordance with the provisions of the Municipal Budget Act.
11. **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.

12. **Citizen participation:** Citizens may address the Board during open meetings on any matter on the agenda prior to the Board taking action on the matter. On any item not on the current agenda, citizens may address the Board under the agenda item Citizen Participation. Citizens should fill out a Citizen's Participation Request form and give it to the Mayor. Citizen Participation is for information purposes only, and the Board cannot discuss, act or make any decisions on matters presented under Citizens Participation. Citizens are requested to limit their comments to two minutes.

13. **Adjourn.**



Kim Bourns, Town Clerk/Treasurer



\*Agenda Posted Friday, June 5<sup>th</sup>, 2020 at Luther Town Hall, on the website at [www.townoflutherok.com](http://www.townoflutherok.com) and on Facebook at The Town of Luther, prior to 7:00 pm.

**Water, Trash & Sewer IAW Chart:**

**Trash Rate Adjustment Proposal/Month**

**Cart Size Current Rate Proposed Rate**

Polycart \$14.30 \$15.30

2nd Cart \$8.39 \$10.45

2yd x1 \$35.50 \$39.00

3yd x1 \$49.60 \$50.70

4yd x1 \$59.30 \$63.70

6yd x1 \$75.10 \$87.10

8yd x1 \$83.90 \$98.80

2yd x2 \$64.90 \$71.50

3yd x2 \$82.50 \$89.70

4yd x2 \$100.65 \$109.20

6yd x2 \$108.90 \$127.40

8yd x2 \$143.00 \$167.70

Extra Pick Up \$35.00 \$35.00

300 Gallon Tub \$44.08 \$49.40

Temp Dumpster \$195.65 \$221.00

**Water Rate Adjustment Proposal/Month**

**Gallons Current Rate Proposed Rate**

2,000 \$16.00 \$18.00

3,000 \$5.00 \$5.00

4,000 \$5.50 \$5.50

**5,000 \$6.00 \$6.00**  
**6,000 \$7.00 \$7.00**  
**7,000 \$7.00 \$7.50**  
**8,000 \$7.00 \$8.00**  
**9,000 \$7.00 \$8.00**  
**9,001 or more \$9.00 \$9.00**

**Sewer Rate Adjustment Proposal/Month**

**Gallons Current Rate Proposed Rate**

**2,000 \$10.00 \$15.00**  
**3,000 \$1.00 \$1.00**  
**4,000 \$1.00 \$1.00**  
**5,000 \$1.00 \$2.00**  
**6,000 \$2.00 \$2.00**  
**7,000 \$2.00 \$2.00**  
**8,000 \$2.00 \$3.00**  
**9,000 \$2.00 \$3.00**  
**9001 or more \$4.00 \$4.00**

**Water/Sewer Trash\* Current Rate Proposed Rate**

**Up To 2,000 gal \$40.30 \$48.30**  
**2,001-3,000 \$46.30 \$54.30**  
**3,001-4,000 \$52.80 \$60.80**  
**4,001-5,000 \$59.80 \$68.80**  
**5,001-6,000 \$68.80 \$77.80**  
**6,001-7,000 \$77.80 \$87.30**  
**7,001-8,000 \$86.80 \$98.30**  
**8,001-9,000 \$99.80 \$111.30**  
**9,000 or more 112.80 + 124.30 +**

**\*with one (1) polycart for trash**

LUTHER PUBLIC WORKS AUTHORITY  
PROPOSED RATE ADJUSTMENT COMPARISON

**Trash Rate Adjustment Proposal/Month**

Cart Size	Current Rate	Proposed Rate
Polycart	\$14.30	\$15.30
2nd Cart	\$8.39	\$10.45
2yd x1	\$35.50	\$39.00
3yd x1	\$49.60	\$50.70
4yd x1	\$59.30	\$63.70
6yd x1	\$75.10	\$87.10
8yd x1	\$83.90	\$98.80
2yd x2	\$64.90	\$71.50
3yd x2	\$82.50	\$89.70
4yd x2	\$100.65	\$109.20
6yd x2	\$108.90	\$127.40
8yd x2	\$143.00	\$167.70
Extra Pick Up	\$35.00	\$35.00
300 Gallon Tub	\$44.08	\$49.40
Temp Dumpster	\$195.65	\$221.00

Water/Sewer Trash*	Current Rate	Proposed Rate
Up To 2,000 gal	\$40.30	\$48.30
2,001-3,000	\$46.30	\$54.30
3,001-4,000	\$52.80	\$60.80
4,001-5,000	\$59.80	\$68.80
5,001-6,000	\$68.80	\$77.80
6,001-7,000	\$77.80	\$87.30
7,001-8,000	\$86.80	\$98.30
8,001-9,000	\$99.80	\$111.30
9,000 or more	112.80 +	124.30 +

\*with one (1) polycart for trash

**Water Rate Adjustment Proposal/Month**

Gallons	Current Rate	Proposed Rate
2,000	\$16.00	\$18.00
3,000	\$5.00	\$5.00
4,000	\$5.50	\$5.50
5,000	\$6.00	\$6.00
6,000	\$7.00	\$7.00
7,000	\$7.00	\$7.50
8,000	\$7.00	\$8.00
9,000	\$7.00	\$8.00
9,001 or more	\$9.00	\$9.00

**Sewer Rate Adjustment Proposal/Month**

Gallons	Current Rate	Proposed Rate
2,000	\$10.00	\$15.00
3,000	\$1.00	\$1.00
4,000	\$1.00	\$1.00
5,000	\$1.00	\$2.00
6,000	\$2.00	\$2.00
7,000	\$2.00	\$2.00
8,000	\$2.00	\$3.00
9,000	\$2.00	\$3.00
9001 or more	\$4.00	\$4.00

## LEASE AGREEMENT

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Luther Public Works Authority ("LESSOR") and \_\_\_\_\_, ("LESSEE").

In consideration of the covenants and agreements contain herein and the amounts agreed to be paid, the parties agree as follows:

1. PREMISES: LESSOR hereby leases to LESSEE and LESSEE hereby leases from the LESSOR the following described real property situated in Oklahoma County, Oklahoma, to wit:

Part of SW/4, Section 28, 14N, 1E IM, Govt. Lot 15 & Part of 16 16& Part of S/2 of the SW/\$, Beginning 764.97 ft.

East of SW. c of SW/4 then NELY 2317.35 ft. NELY 336.13 ft. NELY 271349 ft. NELY 132.58 ft. East 262.86 ft. South 1054.70 ft. to North line of RR then SWLY along RR 496.99 ft. then along curve of RR 607.84 ft. then SWLY 856.14 ft. West 698.85 ft. to Beginning.

The said property is leased "as is."

2. TERMS: RENTAL: This lease is for a term of one year, beginning on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for which term LESSEE shall pay as rental, the total sum of \_\_\_\_\_. Said rental sum shall be paid in advance by the LESSEE to the LESSOR upon the execution of lease agreement and upon the execution of any extension hereof.

3. USE: LESSEE agrees to use the property for the sole purpose of cutting and removing the grass thereon for use as hay. The LESSEE further agrees to use the road on the Northeast end of the property as his sole means of ingress and egress and that he will not park, drive or walk on the lagoon dikes on the south end thereof. LESSEE further agrees to keep the gate locked at the entrance of the property at all time. LESSEE agrees to perform and be responsible for the irrigation as is required to maintain a proper level of water in the lagoon.

4. PREMISES: LESSEE agree to maintain said property in a proper clean and healthy condition and will not commit any waste upon the said property which would constitute a nuisance in any manner of change the general appearance of said property without the prior written consent of the LESSOR.

5. REDELIVERY OF PREMISES: At the termination or earlier expiration of the lease, LESSEE will deliver the said property to LESSOR in as good a condition as the beginning of the lease. LESSOR may from time to time repair any damage done by LESSEE or LESSEE'S servants to said property or any equipment of the LESSOR thereon, and LESSEE will, on demand, but not later than thirty (30) days from the date of such demand, reimburse LESSOR for the cost, whether actual or estimated of such repairs. In the event LESSEE fails to pay for any said damage done as demanded by the LESSOR, this lease shall automatically terminate at the option of the LESSOR.

6. INSPECTION: LESSOR may enter the premises at all reasonable times for the purpose of caring for the premises or any of LESSOR'S equipment located thereupon or for any purpose whatsoever.

7. LESSOR'S REMEDIES: If LESSEE shall vacate or abandon the premises during the lease term or fail in the performance of any provision of the lease, or any other representation to or agreement with LESSOR, LESSOR, may at its sole option terminate this lease and obtain immediate possession of the premises and retain any rents paid by the LESSEE under this lease.

8. LESSEE'S REMEDIES: In the event of the breach of any of the terms of this lease by LESSOR for which LESSEE believes himself entitled to declare this lease terminated, LESSEE agrees to give LESSOR thirty (30) days prior written notice specifying the breach complained of and, if LESSOR shall remedy such breach within such thirty (30) days, the lease shall continue in full force and effect.

9. ASSIGNMENT: SUBLETTING: LESSEE shall not assign or sublet all or any part of this lease or the premises without prior written approval of the LESSOR.

10. LIMITATION OF LIABILITY: LESSOR will not be responsible to LESSEE or LESSEE's family or servants for any damage or injury to persons or property caused by anyone. The risk of loss or injury to property or persons shall be on the LESSEE and the LESSOR is hereby released by LESSEE from all liability for loses, damage, theft, or injury to the property of the LESSEE or his servants or any person LESSEE agrees to hold LESSOR harmless from any liability of any sort arising from the lease, including all LESSOR's costs and attorney fees.

11. INSURANCE: It shall be the duty of the LESSEE to provide liability insurance with LESSOR as an additional insured to be approved by LESSOR in advance of LESSEE's occupancy and to be in no less amount than is provided in the GOVERNMENTAL TORT CLAIMS ACT.

12. ATTORNEY FEES: LESSEE agrees to pay LESSOR's reasonable attorney fees and all costs incurred by LESSOR in defending or enforcing any of the provisions of this lease.

13. RENEWAL: This lease may be renewed for four (4) additional one (1) year terms by the agreement of the parties under the same terms and the same rental rate. In the event the parties fail to agree to renew earlier than fifteen (15) days prior to the end of the lease terms, this lease shall be deemed terminated and LESSEE shall immediately surrender possession.

This lease shall be binding on LESSEE and its heirs, successors, and assigns. This lease shall not be amended, except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this lease on the date first above written and the LESSOR has caused these presents to be signed in its name by its Chairperson, its seal affixed, and attested by its Clerk/Treasurer.

THE LUTHER PUBLIC WORKS AUTHORITY, LESSOR

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

ATTEST: \_\_\_\_\_  
CLERK/TREASURER

LESSEE: \_\_\_\_\_  
NAME, ADDRESS, PHONE NUMBER