

**BOARD OF TRUSTEES FOR THE TOWN OF LUTHER
TUESDAY, MARCH 14, 2023, AT 7:00 P.M.
LUTHER TOWN HALL
108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054**

REGULAR MEETING AGENDA

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

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Determination of a quorum
6. Approval of the Consent Agenda,
 - a. Approval of the Board Minutes from the meeting of February 14, 2023.
 - b. Approval of Claims, including Payroll
 - c. Review and Approval of Treasurer's Report
7. Consideration of Items Removed from the Consent Agenda
8. Trustee Comments
9. Department Reports
10. Attorney's Report

11. Public Hearing – To consider an application for a lighted sign at the Luther Middle School campus, located at 320 SE 2nd Street, Luther, Oklahoma, for purposes of granting a sign permit. The property is currently zoned R-1 Residential, and the legal description is as follows: SCHOOL LAND ADD LUTHER BLOCK 010 LOT 000

12. Public Hearing - To consider an application for a Specific Use Permit (SUP) for property generally located at 18210 N Sagebrush Cir, aka 18176 N Sagebrush Cir, Luther, Oklahoma, for purposes of placing a tiny home type structure on a temporary basis, to be used as a second residence on a 5.87 acre tract of land. The property is currently zoned A-1, Agricultural, and the legal description is as follows: Sect 26–T14N–R1E Qtr SE Tumblewood Estates Block 000 Lot 016

Trustee One (Terry Arps)

13. Consideration, discussion, and possible action to approve or deny an application for a lighted sign at the Luther Middle School campus, located at 320 SE 2nd Street, Luther, Oklahoma, for purposes of granting a sign permit. The property is currently zoned R-1 Residential, and the legal description is as follows: SCHOOL LAND ADD LUTHER BLOCK 010 LOT 000
14. Consideration, discussion, and possible action to approve or deny an application for a Specific Use Permit (SUP) for property generally located at 18210 N Sagebrush Cir, aka 18176 N Sagebrush Cir, Luther, Oklahoma, for purposes of placing a tiny home type structure on a temporary basis, to be used as a second residence on a 5.87 acre tract of land. The property is currently zoned A-1, Agricultural, and the legal description is as follows: Sect 26-T14N-R1E Qtr SE Tumblewood Estates Block 000 Lot 016
15. Consideration, discussion, and possible action to approve or deny a lot split for a new development, Honeycomb Crossing, for ten 5.517 acre tracts. The property is generally located on Dobbs 1/3 mile north of Highway 66 and Covell, on the east side of the road.
16. Report by Joshua Trope – Oklahoma HLP Town of Luther Workplace Wellness Program Annual Update.
17. Consideration, discussion, and possible action to enter into a contract with Larry Curtis, Mid-America Planning, for proposed revisions to the Town of Luther Zoning Code and Best Practices for the Planning and Zoning process.
18. Consideration, discussion, and possible action to renew the lease with Community Action Agency for the Head Start program at the rate of \$1,000.00 monthly.
19. Consideration, discussion, and possible action to announce the upcoming vacancy for a 2-year Trustee term and set a deadline for letters of interest.
20. Consideration, discussion and possible action to designate a member and alternates to represent the Town of Luther on the ACOG Metropolitan Planning Organization (MPO) Technical Committee.
21. Consideration, discussion and possible action to ratify the Mayor's signature accepting the ACOG REAP contract for the purpose of building a shop for the Luther Public Works Authority.

Trustee Two (Brian Hall)

22. Consideration, discussion and possible action to enter into a lease agreement with Luther Little League for lease of the softball fields and concession stand from March 15, 2023 to July 1, 2023 in the amount of \$150.00.

Trustee Three (Carla Caruthers)

23. Consideration, discussion and possible action to purchase Custom Coat Black 2-gallon paint from Amazon at a cost of \$249.99 plus shipping to paint the Stewart & Stevenson Brush Pumper 706.
24. Consideration, discussion and possible action to purchase Custom Coat Red 2-gallon paint from Amazon at a cost of \$369.99 plus shipping to paint the Stewart & Stevenson Brush Pumper 706.

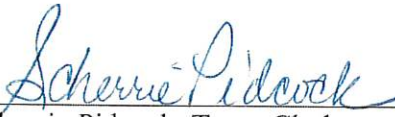
25. Consideration, discussion and possible action to purchase AGEDO 52" curved light bar pack from Amazon at a cost of \$159.99 plus shipping for the Stewart & Stevenson Brush Pumper 706.
26. Consideration, discussion and possible action to purchase five (5) full sets of bunker gear from Weis Fire and Safety at a cost of \$17,903.45, plus freight.
27. Consideration, discussion and possible action to surplus Ladder Truck 704, 1976 Hendrickson, VIN #7612989.

Trustee Four (Jeff Schwarzmeier)

Trustee Five (Joshua Rowton)

28. **New Business:** In accordance with the Open Meeting Act, Title 25 O.S. 311.A.9 of the Oklahoma Statutes, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda.
29. **Citizen participation:** Citizens may address the Board during open meetings on any matter on the agenda prior to the Board taking action on the matter. On any item not on the current agenda, citizens may address the Board under the agenda item Citizen Participation. Citizens should fill out a Citizen's Participation Request form and give it to the Mayor. Citizen Participation is for information purposes only, and the Board cannot discuss, act or make any decisions on matters presented under Citizens Participation. Citizens are requested to limit their comments to two minutes.

30. **Adjourn.**



Scherrie Pidcock, Town Clerk



Agenda Posted Monday, March 13, 2023, 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.



**BOARD OF TRUSTEES FOR THE TOWN OF LUTHER
TUESDAY, FEBRUARY 14, 2023, AT 7:00 P.M.
LUTHER TOWN HALL
108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054**

REGULAR MEETING MINUTES

1. Call to Order by **Terry Arps**.
2. Invocation by **Jeff Schwarzmeier**.
3. Pledge of Allegiance was led by **Terry Arps**.
4. Roll Call by **Terry Arps**. Present were **Terry Arps, Brian Hall, Carla Caruthers and Jeff Schwarzmeier**. **Joshua Rowton** was absent.
5. Determination of a quorum was made by **Terry Arps**.
6. Approval of the Consent Agenda,
 - a. Approval of the Board Minutes from the meetings of January 10 and 26, 2023
 - b. Approval of Claims, including Payroll
 - c. Review and Approval of Treasurer's Report – **Terry Arps made a motion to approve the consent agenda, 2nd by Carla Caruthers. The Vote: All (4) Yes.**
7. Consideration of Items Removed from the Consent Agenda – **None**.
8. Trustee Comments – **None**.
9. Department Reports – **Police and Fire Reports were presented.**
10. Attorney's Report – **Deferred to Item 18.**

Trustee One (Terry Arps)

11. Consideration, discussion and possible action to approve placement and design of park benches to be installed at Wildhorse Park. – **Kasey Wood and Denielle Chaney presented information on Items 11, 12 and 13. Terry Arps made a motion to approve the park benches, 2nd by Carla Caruthers. The Vote: All (4) Yes.**
12. Consideration, discussion and possible action to approve placement and design of trash cans at Wildhorse Park. – **Terry Arps made a motion to approve the trash cans, 2nd by Carla Caruthers. The Vote: All (4) Yes.**
13. Consideration, discussion and possible action to approve placement of the new playground equipment at Wildhorse Park. - **Terry Arps made a motion to approve placement of the equipment, 2nd by Carla Caruthers. The Vote: All (4) Yes.**

14. Presentation by AJ Bailey of University of Central Oklahoma regarding grant possibilities for the Luther Fire Department with discussion following. – **Mr. Bailey was not present. Mayor Arps mentioned that some grant possibilities were passed on to us. No Action.**
15. Consideration, discussion and possible action to repair the HVAC unit in the board meeting/court room at a cost not to exceed \$700.00. – **Terry Arps made a motion to approve the repair as written, 2nd by Brian Hall. The Vote: All (4) Yes.**
18. Consideration, discussion, and possible approval of contract with Mid-America Planning for the purpose of updating the Town of Luther Zoning Code, in an amount not to exceed \$30,000.00. – **Terry Arps made and motion to table the item until March 14, 2023, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**

Trustee Two (Brian Hall)

Trustee Three (Carla Caruthers)

19. Consideration, discussion and possible action to accept a 1600-gallon water tank, serial number 055452, from Oklahoma Department of Agriculture, Food and Forestry for Fire Department use, at no cost to the Town of Luther. – **Carla Caruthers made a motion to accept the tank, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**

Trustee Four (Jeff Schwarzmeier)

Trustee Five (Joshua Rowton)

20. **PROPOSED EXECUTIVE SESSION:** Consideration, discussion, and possible action to enter into executive session for confidential communications with legal counsel regarding an investigation and the results of an investigation into a complaint filed by Ben Murphy regarding officers in the Luther Police Department, on advice of legal counsel that public disclosure would seriously impair the ability of the Board of Trustees to process the pending investigation and any potential claims in the public interest as authorized by 25 O.S. § 307(B)(4). - **Terry Arps made a motion to enter into executive session, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes. Terry Arps reopened the meeting.**
21. **PROPOSED ACTION ITEMS FOR MATTERS DISCUSSED IN EXECUTIVE SESSION:** Consideration and possible appropriate and related action on items discussed in executive session, including direction to release the findings of the investigation. – **Terry Arps made a motion to authorize Beth Anne Childs to supply written notification of the results of the investigation to Ben Murphy, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
22. **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. – **None.**
23. **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.**

24. Adjourn. – Terry Arps made a motion to adjourn, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.



Minutes transcribed by Scherrie Pidcock, Town Clerk

(Agenda items were misnumbered when agenda was posted, but not discovered until later. This is the reason there is not a number 16 or 17 on the agenda or minutes.)

Town of Luther

Profit and Loss

July 2022 - February 2023

	TOTAL
Income	
Donations	3,643.00
Fines & Forfeitures	70,847.93
Grant Revenue	202,285.18
Interest/Insurance Subsidy	28,015.16
Licenses & Permits	29,074.33
Miscellaneous	240.00
Other/Rents/Fees	124,799.89
Reimbursement SRO	73,347.60
Tax Revenues	
Alcoholic Beverage Taxes	3,468.03
Capital Improvement-Sales Tax	71,129.71
Cigar & Cigarette Taxes	3,115.17
Franchise Taxes	36,494.18
Gasoline Tax	1,797.22
Motor Vehicle Taxes	8,851.80
Sales Taxes	383,382.89
Use Taxes	114,525.39
Total Tax Revenues	622,764.39
Total Income	\$1,155,017.48
GROSS PROFIT	\$1,155,017.48
Expenses	
Fire Department	
Maint & Operations (FD)	
ALL Insurance	3,160.28
Bunker Gear/Uniforms	13,245.88
Dues/Memberships/Pension	1,286.44
Equipment Repairs/Mtc	4,381.73
Fuel	5,453.32
Office Supplies / Expenses	325.14
Parts / Supplies / Repairs	5,287.02
Phone / Internet / IT	7,654.75
Travel / Training	678.74
Utilities	3,225.93
Vehicle/Repair/Maintenance	1,176.17
Workers Comp	1,158.22
Total Maint & Operations (FD)	47,033.62
Payroll (FD)	
Employee Benefits	10,462.44
Salary / Wage / Payroll Tax	34,124.33
Total Payroll (FD)	44,586.77
Total Fire Department	91,620.39
General Government	

	TOTAL
Capital Outlay (GG)	382,069.15
Maint & Operations (GG)	
ALL Insurance	4,524.25
Bank/Card Fees	1,837.38
Budget / Other Publications	396.19
Contract Labor	9,753.75
Dues & Memberships	229.00
LEDA Maint & Operations	896.40
Office Supplies / Expenses	1,677.70
Parks Commission	36,750.00
Parts / Supplies / Repairs	1,299.18
Phone / Internet / IT	4,694.64
Postage	1,079.72
Professional Services	20,958.28
Training / Travel	1,594.13
Utilities	12,934.11
Workers Comp	165.46
Total Maint & Operations (GG)	98,790.19
Payroll (GG)	
Employee Benefits	6,619.62
Salary / Wage / Payroll Tax	53,043.34
Total Payroll (GG)	59,662.96
Total General Government	540,522.30
Police Department	
Capital Outlay (PD)	14,189.91
Maint & Operations (PD)	
ALL Insurance	3,292.43
Attorney & Judge	12,350.00
Code/ACO	77.35
Credit Card Fees	956.56
Fuel	24,436.78
Jail / Prisoner Fees	2,483.70
Office Supplies / Expenses	2,624.03
OSBI/OTHER Fees	9,517.43
Parts / Supplies / Repairs	14,513.94
Phone / Internet / IT	14,167.68
Training / Travel	1,733.03
Uniforms	2,209.70
Utilities	1,629.43
Workers Comp	5,129.26
Total Maint & Operations (PD)	95,121.32
Payroll (PD)	
Employee Benefits	62,259.67
Salary / Wage / Payroll Tax	202,136.25
Total Payroll (PD)	264,395.92
Total Police Department	379,707.15
Total Expenses	\$1,005,849.84
NET OPERATING INCOME	\$149,167.64
Other Expenses	

	TOTAL
Payroll Suspense	0.00
Transfer to LPWA	13,048.00
Transfers In/Out	718.00
Transfers In/Out (GG)	-48.50
Total Other Expenses	\$13,717.50
NET OTHER INCOME	\$ -13,717.50
NET INCOME	\$135,450.14

Town of Luther General Fund

Feb 15 to March 14, 2023 CLAIMS INCLUDING PAYROLL

Date	Ref No.	Payee	Memo	Payment
02/15/2023	EFT	IRS	FEDERAL PAYROLL TAXES	1,020.98
02/15/2023	EFT	LPWA FUND	MONTHLY SALES TAX TRANSFER	1,631.00
02/15/2023	EFT	TECHNOLOGY FEE ACCOUNT	MONTHLY TECH FEE TRANSFER	660.00
02/15/2023	EFT	SUPPLIES OUTLET	PD PRINTER SUPPLIES	30.98
02/15/2023	EFT	SUPPLIES OUTLET	PD PRINTER SUPPLIES	20.70
02/16/2023	22420	Luther Hardware, LLC	PARK IMPROVEMENTS (REIMBURSED BY FRIENDS OF THE PARK)	1,026.43
02/22/2023	EFT	QuickBooks Payroll	GENGOVT/COURT/FIRE PAYROLL	4,627.82
02/23/2023	EFT	Oklahoma Tax Commission	STATE PAYROLL TAXES	935.00
02/24/2023	EFT	FedEx	LEDA-FOUNDERS DAY BANNERS	58.43
02/24/2023	22421	Ameritas Life Insurance Corp	VOLUNTARY VISION INSURANCE	118.18
02/24/2023	22422	AT&T Mobility	CELLS, AIR CARDS	714.52
02/24/2023	22423	BLUECROSS BLUESHIELD OF OK	LIFE INSURANCE	62.70
02/24/2023	22424	BridgeTower OpCo, LLC	PUBLICATIONS/NOTICES	63.75
02/24/2023	22425	Delta Dental	VOLUNTARY DENTAL INSURANCE	640.00
02/24/2023	22426	NOAH'S PARK & PLAYGROUNDS, LLC	PARK BENCHES (REIMBURSED BY FRIENDS OF THE PARK)	4,465.75
02/24/2023	22427	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	56.44
02/24/2023	22428	OG&E	MONTHLY ELEC SVC & STREET LIGHTS	1,819.20
02/24/2023	22429	OK DPS	POLICE SUPPORT	40.00
02/24/2023	22430	OK Firefighters Pension System	PENSION CONTRIBUTIONS	405.49
02/24/2023	22431	OK MUNICIPAL RETIREMENT FUND	PENSION CONTRIBUTIONS	214.80
02/24/2023	22432	OK STATE DEPT OF HEALTH	FIRE DEPARTMENT LICENSE	20.00
02/24/2023	22433	OSBI - Fee Assessments	COLLECTION FEES ON CITATIONS	985.25
02/24/2023	22434	THE CHILDS LAW FIRM, PLLC	JANUARY 2023 SERVICES	900.00
02/24/2023	22435	OK Firefighters Pension System	ANNUAL VOLUNTEER CONTRIBUTIONS	660.00
03/01/2023	EFT	INTUIT	QUICKBOOKS ONLINE - TOWN	85.00
03/01/2023	EFT	Total Merchant Services	MONTHLY CARD TRANSACTION FEES	367.41
03/01/2023	EFT	IRS	FEDERAL PAYROLL TAXES	1,032.04
03/01/2023	EFT	QuickBooks Payroll	POLICE DEPARTMENT PAYROLL	15,340.29
03/03/2023	EFT	AMAZON	SUPPLIES	19.98
03/03/2023	EFT	FIREHOSE DIRECT	FIRE HOSE	591.45
03/03/2023	EFT	AT&T U-verse	FIBER INTERNET	126.76
03/03/2023	EFT	Purchase Power	POSTAGE	301.50

03/06/2023	EFT	INTUIT	QUICKBOOKS ONLINE - FOR LPWA	85.00
03/06/2023	EFT	Google Play	EMAIL BACKUPS	93.00
03/08/2023	EFT	AMAZON	SUPPLIES	30.98
03/08/2023	EFT	IRS	FEDERAL PAYROLL TAXES	1,948.14
03/08/2023	EFT	FUELMAN	FEB 2023 FUEL	3,467.53
03/08/2023	EFT	QuickBooks Payroll	GENGOVT/COURT/FIRE PAYROLL	4,538.08
03/13/2023	EFT	US Postal Service	PARCEL MAILING	17.85
03/14/2023	EFT	DISCMANIA	LEDA-FOUNDERS DAY MATERIAL	239.24
03/14/2023	22436	ABERDEEN ENTERPRIZES II, INC	COLLECTION FEES ON CITATIONS	35.70
03/14/2023	22437	BLUECROSS BLUESHIELD OF OK	HEALTH INSURANCE	8,474.05
03/14/2023	22438	BRIAN HALL	MONTHLY TELEPHONE REIMBURSEMENT	50.00
03/14/2023	22439	BRYAN KITZROW	5K REFUND	30.00
03/14/2023	22440	C.S.E. INC.	SURVEYING SERVICES-BIRCH	2,850.00
03/14/2023	22441	CHANDLER TIRE CENTER	TIRES	359.15
03/14/2023	22442	CNCSPC	DEDUCTIONS	493.92
03/14/2023	22443	CJ Cavin	WEBSITE SERVICES-ANNUAL	600.00
03/14/2023	22444	CLEET	COLLECTION FEES ON CITATIONS	232.08
03/14/2023	22445	DANIEL MCCLURE SR.	CODE ENFORCEMENT SERVICES	800.00
03/14/2023	22446	DENNIS MCGRATH	JUDICIAL SERVICES	950.00
03/14/2023	22447	Dollar General - Regions 410526	SUPPLIES/TOILETRIES	161.25
03/14/2023	22448	Eureka Water Company	WATER AND DISPENSER	36.34
03/14/2023	22449	FLUENTSTREAM TECHNOLOGIES	VOIP PHONE HOSTING	291.15
03/14/2023	22450	GRANITE TELECOM	FAX LANDLINE - PD	127.96
03/14/2023	22451	Harrington's	AUTO SERVICE	84.00
03/14/2023	22452	JEFF SCHWARZMEIER	MONTHLY TELEPHONE REIMBURSEMENT	50.00
03/14/2023	22453	Lincoln County Sheriff's Department	MONTHLY JAIL FEES	166.25
03/14/2023	22454	LUTHER FAMILY CARE	SERIVCES	20.00
03/14/2023	22455	Luther Hardware, LLC	PARTS/SUPPLIES	118.01
03/14/2023	22456	MAGUIRE IRON, INC	QUARTERLY TOWER MAINTENANCE	10,151.00
03/14/2023	22457	Mark Wheeler	INSPECTION SERVICES-RESIDENTIAL	1,475.00
03/14/2023	22458	MOTOROLA SOLUTIONS INC.	RADIO SERVICES	135.00
03/14/2023	22459	NICOLE & THAD AYERS	5K REFUND	60.00
03/14/2023	22460	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	33.50
03/14/2023	22461	OCSPC	DEDUCTIONS	195.32
03/14/2023	22462	OK BUREAU OF NARCOTICS	COLLECTION FEES ON CITATIONS	15.00

03/14/2023	22463	OK Firefighters Pension System	NEW VOLUNTEER PENSION CONTRIBUTIONS	120.00
03/14/2023	22464	OK MUNICIPAL RETIREMENT FUND	PENSION CONTRIBUTIONS	212.94
03/14/2023	22465	OK Police Pension & Retirement	PENSION CONTRIBUTIONS	4,495.69
03/14/2023	22466	OK State Firefighters Association	MEMBERSHIP DUES ALL MEMBERS	1,050.00
03/14/2023	22467	Ok Uniform Building Code Comm	MONTHLY FEES COLLECTED ON PERMITS	12.00
03/14/2023	22468	OMAG	INSURANCE PREMIUMS	1,178.50
03/14/2023	22469	ONG	NATURAL GAS SERVICE	1,097.85
03/14/2023	22470	OSBI	ODIS SUPPORT	167.00
03/14/2023	22471	OSBI - Fee Assessments	COLLECTION FEES ON CITATIONS	456.16
03/14/2023	22472	ROBINSON, HOOVER & FUDGE	DEDUCTIONS	387.27
03/14/2023	22473	THE CHILDS LAW FIRM, PLLC	FEB 2023 SERVICES	840.00
03/14/2023	22474	WORKS & LENTZ, INC	DEDUCTIONS	979.56
03/14/2023	22475	XCEL OFFICE SOLUTIONS-DALLAS	COPIER SERVICES	208.00
03/14/2023	22476	YOUNG & ASSOCIATES CPAs	MONTHLY SERVICES	455.00
03/14/2023	22477	OK Firefighters Pension System	PENSION CONTRIBUTIONS	405.49
				\$89,521.81

Town of Luther Budget vs. Actuals February 2023 and Ytd

	Jan 2023			Feb 2023			Total Ytd		
	Actual	Budget	over Budget	Actual	Budget	over Budget	Actual	Budget	over Budget
Income									
Donations			0.00	618.00		618.00			0.00
Fines & Forfeitures	14,803.01	12,000.00	2,803.01	8,254.33	12,000.00	-3,745.67	70,847.93	96,000.00	-25,152.07
Grant Revenue		0.00	0.00		0.00	0.00	202,285.18	153,610.00	48,675.18
Interest/Insurance Subsidy	88.32	1,100.00	-1,011.68	7,283.11	1,100.00	6,183.11	28,015.16	8,800.00	19,215.16
Licenses & Permits	2,274.00	2,200.00	74.00	1,686.00	2,200.00	-514.00	29,074.33	17,600.00	11,474.33
Miscellaneous			0.00	240.00		240.00			0.00
Other/Rentals/Fees	59,809.75	2,350.00	57,459.75	10,543.28	2,350.00	8,193.28	124,799.89	18,800.00	105,999.89
Reimbursement SRO	11,002.14	11,002.00	0.14	11,002.14	11,002.00	0.14	73,347.60	77,014.00	-3,666.40
Tax Revenues			0.00			0.00			0.00
Alcoholic Beverage Taxes	321.70	250.00	71.70	319.34	250.00	69.34	3,488.03	2,000.00	1,488.03
Capital Improvement-Sales Tax	8,714.13	7,900.00	814.13	9,149.95	7,900.00	1,249.95	71,129.71	63,200.00	7,929.71
Cigar & Cigarette Taxes	458.45	370.00	88.45	281.88	370.00	-88.32	3,115.17	2,980.00	156.17
Franchise Taxes	734.53	510.00	224.53	947.89	510.00	437.89	36,484.18	31,570.00	4,924.18
Gasoline Tax	216.46	210.00	6.46	221.12	210.00	11.12	1,797.22	1,680.00	117.22
Motor Vehicle Taxes	920.96	875.00	45.96	976.09	875.00	101.09	8,861.80	7,000.00	1,861.80
Sales Taxes	42,916.31	43,500.00	-583.69	43,877.12	43,500.00	377.12	383,382.89	348,000.00	35,382.89
Use Taxes	18,082.64	10,000.00	8,082.64	20,172.56	10,000.00	10,172.56	114,526.39	82,500.00	32,026.39
Total Tax Revenues	\$ 72,365.18	\$ 63,615.00	\$ 8,750.18	\$ 75,945.75	\$ 63,615.00	\$ 12,330.75	\$ 622,764.39	\$ 536,910.00	\$ 83,854.39
Transfer In for Cap Outlay		0.00	0.00		0.00	0.00		22,075.00	-22,075.00
Total Income	\$ 160,342.40	\$ 92,267.00	\$ 68,075.40	\$ 115,622.61	\$ 92,267.00	\$ 23,255.61	\$ 1,155,017.48	\$ 932,809.00	\$ 222,208.48
Gross Profit	\$ 160,342.40	\$ 92,267.00	\$ 68,075.40	\$ 115,622.61	\$ 92,267.00	\$ 23,255.61	\$ 1,155,017.48	\$ 932,809.00	\$ 222,208.48
Expenses									
Fire Department			0.00			0.00			0.00
Maint & Operations (FD)			0.00			0.00			0.00
ALL Insurance	1,070.06	451.00	619.06		451.00	-451.00	3,160.28	3,608.00	-447.72
Bunker Gear/Uniforms	10,482.88	10,500.00	-17.12		0.00	0.00	13,245.88	21,000.00	-7,754.12
Dues/Memberships/Fees		375.00	-375.00	680.00	375.00	305.00	1,286.44	3,000.00	-1,713.56
Equipment Repairs/Mtc	800.00	800.00	0.00%		800.00	-800.00	4,381.73	6,400.00	-2,018.27
Fuel	622.90	825.00	-202.10	544.91	825.00	-280.09	5,453.32	6,800.00	-1,346.68
Office Supplies / Expenses	30.65	100.00	-69.35	9.41	100.00	-90.59	325.14	800.00	-474.86
Parts / Supplies / Repairs	623.61	300.00	323.61	340.02	300.00	40.02	5,287.02	2,400.00	2,887.02
Phone / Internet / IT	415.12	750.00	-334.88	3,314.31	750.00	2,564.31	678.74	3,000.00	-1,654.75
Travel / Training	685.68	375.00	310.68	1,260.14	375.00	885.14	3,225.93	3,000.00	225.93
Utilities	230.49	415.00	-184.51		415.00	-415.00	1,176.17	3,320.00	-2,143.83
Vehicle/Repair/Maintenance			0.00	53.34		53.34	1,158.22	0.00	1,158.22
Workers Comp			0.00			0.00			0.00
Total Maint & Operations (FD)	\$ 14,161.39	\$ 15,266.00	\$ -1,104.61	\$ 6,202.13	\$ 4,766.00	\$ 1,436.13	\$ 47,033.62	\$ 59,128.00	\$ -12,094.38
			92.76%			130.13%			79.55%

Uniforms	782.49	150.00	632.49	521.66%		150.00	-150.00	0.00%	2,209.70	1,200.00	1,009.70	184.14%
Utilities	200.06	230.00	-29.94	86.98%	296.90	230.00	66.90	128.65%	1,629.43	1,840.00	-210.57	88.56%
Workers Comp			0.00		236.22		236.22		5,129.26	0.00	5,129.26	
Total Maint & Operations (PD)	\$ 16,106.93	\$ 13,136.00	\$ 2,971.93	122.63%	\$ 9,340.75	\$ 13,136.00	\$ 3,794.25	71.11%	\$ 96,121.32	\$ 105,080.00	\$ 9,958.68	90.52%
Payroll (PD)			0.00				0.00		0.00	0.00	0.00	
Employee Benefits	7,983.16	8,416.50	-423.34	94.97%	8,095.68	8,416.50	-320.82	96.19%	62,259.67	67,332.00	-5,072.33	92.47%
Salary / Wage / Payroll Tax	26,689.45	28,897.25	-2,207.80	92.36%	26,804.80	28,897.25	-3,092.45	89.30%	202,136.25	231,178.00	-29,041.75	87.44%
Total Payroll (PD)	\$ 34,682.61	\$ 37,313.75	\$ -2,631.14	92.95%	\$ 33,900.48	\$ 37,313.75	\$ 3,413.27	90.85%	\$ 284,395.92	\$ 288,510.00	\$ -4,114.08	88.57%
Total Police Department	\$ 50,789.54	\$ 50,448.75	\$ 340.79	100.68%	\$ 43,241.23	\$ 50,448.75	\$ 7,207.52	85.71%	\$ 373,707.15	\$ 403,590.00	\$ -29,882.85	92.60%
Total Expenses	\$ 85,008.65	\$ 89,012.17	\$ -4,003.52	95.50%	\$ 69,917.39	\$ 129,712.17	\$ 59,794.78	53.90%	\$ 1,005,649.34	\$ 1,111,642.36	\$ -105,992.92	90.48%
Net Operating Income	\$ 75,333.75	\$ 3,254.83	\$ 72,078.92	2314.52%	\$ 45,605.22	\$ 37,448.17	\$ 8,157.05	-121.79%	\$ 149,167.64	\$ 178,833.36	\$ 29,665.72	-83.41%
Other Expenses			0.00		0.00		0.00		0.00	0.00	0.00	
Payroll Suspense	0.00		0.00		0.00		0.00		0.00	0.00	0.00	
Transfer to LPWA	1,631.00	1,631.00	0.00	100.00%	1,631.00	1,631.00	0.00	100.00%	13,048.00	13,048.00	0.00	100.00%
Transfers In/Out	493.01		493.01		-578.01		-578.01		718.00	0.00	718.00	
Transfers In/Out (GG)			0.00		-48.50		-48.50		-48.50	0.00	-48.50	
Total Other Expenses	\$ 2,124.01	\$ 1,631.00	\$ 493.01	130.23%	\$ 1,004.49	\$ 1,631.00	\$ 626.51	61.59%	\$ 13,717.50	\$ 13,048.00	\$ 669.50	106.13%
Net Other Income	-\$ 2,124.01	-\$ 1,631.00	\$ 493.01	130.23%	-\$ 1,004.49	-\$ 1,631.00	\$ 626.51	61.59%	-\$ 13,717.50	-\$ 13,048.00	-\$ 669.50	106.13%
Net Income	\$ 73,209.74	\$ 1,623.83	\$ 71,585.91	4508.46%	\$ 44,600.73	\$ 39,076.17	\$ 83,676.90	-114.14%	\$ 138,450.14	-\$ 191,891.36	\$ 327,331.50	-70.59%



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

MANAGER'S REPORT March 14, 2023

TOWN

Sales Tax \$53,382.47 and Use Tax \$10,894.79 receipts are on target with our budget.

We hope to be applying for a grant for ARPA funds through Oklahoma County for a Fire Tanker/Engine. We found out about the grant possibility a little late, so we are scrambling to get the grant submitted by the deadline of this Friday, March 17, 2023. Since this would benefit a large portion of our Fire District that is located in unincorporated Oklahoma County, I am hopeful that we will receive consideration.

LPWA

We had 2 water breaks last week due to unmapped lines being cut by an ONG contractor. ONG is replacing lines in specific areas and we are working together to try to prevent this from happening again as they continue their work.

Two (2) grant applications were submitted last week to Oklahoma Rural Water Association, one (1) for an additional portable generator and the second for digital water meters for the remaining properties that do not currently have digital meters.

We have received the Notice to Proceed for the ACOG REAP grant to build the LPWA shop.

We continue to search for more grant opportunities.

February 2023

Luther Police Department Stats



Total calls for services 155

Burglary 1

Fire call 3

Medical call 3

Domestic violence 1

Agency assist 16

Warrant service 2

Animal complaint 5

Suspicious vehicle 4

Suspicious person 4

Welfare check 3

Alarm 3

Disturbance/unknown trouble 3

Mental health 1

Pursuit 1

Extra patrol/ business checks 35

Traffic stop 37

Citations issued 19

Arrests total 10

Misdemeanor 4

Felony 6



CODE ENFORCEMENT MONTHLY REPORT FEBRUARY 2023 ACTIVITY

Cases Opened: 17

- **18 trash, tall weeds, and debris contacts were made.**
- **9 corrected.**
- **3 warnings issued.**
- **6 courtesy notices issued.**
- **1 case of car parked in street inoperable. Resolved.**
- **Spoke to multiple neighbors in person.**
- **Spent time researching properties.**

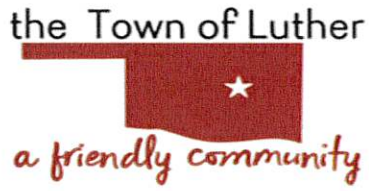
Major accomplishments:

- **Safety issue resolved, tree limbs blocking view at intersection.**
- **More furniture/misc. items removed from yards.**

Ongoing:

Working with owner of dangerous dilapidated property to clean up property and remove house.

**Daniel McClure
Code Enforcement Officer**



LPWA MONTHLY REPORT

February 2023

Start New Service	3
Re-start Service	1
Stop Service	3
Leaks	4
Sewer Problems	0
New Meters	1
Accounts Billed	576
Late Accounts Billed	48

Cathy Schmitz
Utility Clerk

Luther Fire/Rescue

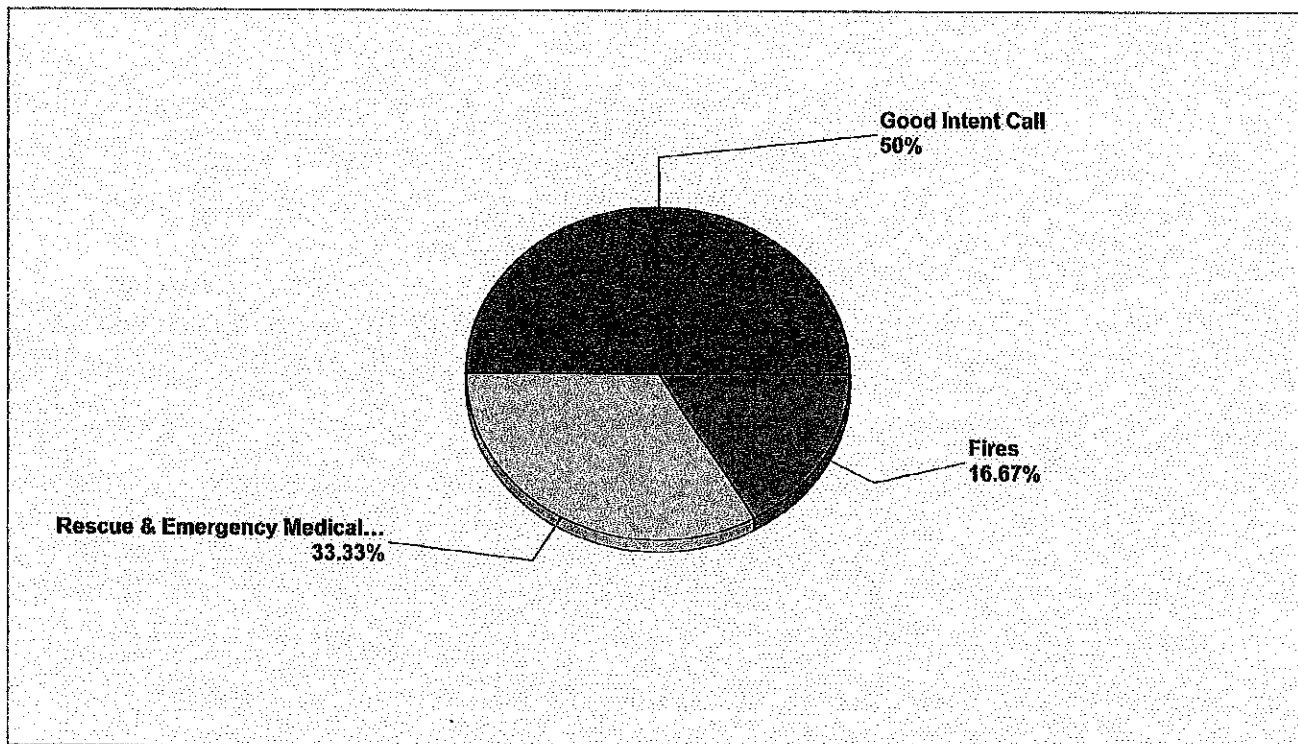
Luther, OK

This report was generated on 3/14/2023 12:07:30 PM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 02/01/2023 | End Date: 02/28/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	16.67%
Rescue & Emergency Medical Service	2	33.33%
Good Intent Call	3	50%
TOTAL	6	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
121 - Fire in mobile home used as fixed residence	1	16.67%
311 - Medical assist, assist EMS crew	1	16.67%
321 - EMS call, excluding vehicle accident with injury	1	16.67%
611 - Dispatched & cancelled en route	3	50%
TOTAL INCIDENTS:	6	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Luther Fire/Rescue

Luther, OK

This report was generated on 3/14/2023 12:04:15 PM



Incident Statistics

Zone(s): All Zones | Start Date: 02/01/2023 | End Date: 02/28/2023

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		2	
FIRE		4	
TOTAL		6	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
723	0	0	2
TOTAL	0	0	2
PRE-INCIDENT VALUE		LOSSES	
\$0.00		\$0.00	
CO CHECKS			
TOTAL			
MUTUAL AID			
Aid Type		Total	
Aid Given		1	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
0		0	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station 1	0:16:00	0:15:00	
AVERAGE FOR ALL CALLS			0:15:40
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station 1	0:11:00	0:05:00	
AVERAGE FOR ALL CALLS			0:08:00
AGENCY	AVERAGE TIME ON SCENE (MM:SS)		
Luther Fire/Rescue	84:10		

Only Reviewed Incidents included. EMS for Incident counts includes only 300 to 399 Incident Types. All other incident types are counted as FIRE. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



emergencyreporting.com
 Doc Id: 1645
 Page # 1 of 1



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

February 6, 2023

NOTICE OF PUBLIC HEARING


Notice is hereby given that on Monday, March 13, 2023, at 7:00 pm, at Luther Town Hall, 108 South Main Street, Luther, Oklahoma, the Planning Commission of the Town of Luther will conduct a public hearing to consider an application for a lighted sign at the Luther Middle School campus, located at 320 SE 2nd Street, Luther, Oklahoma, for purposes of granting a sign permit. A copy of the proposed application is on file in the office of the Town Clerk at Luther Town Hall. The property is currently zoned R-1 Residential, and the legal description is as follows:

SCHOOL LAND ADD LUTHER BLOCK 010 LOT 000

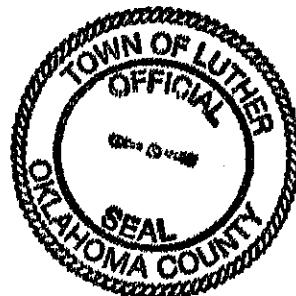
After the public hearing by the Planning Commission, the Town of Luther Board of Trustees will likewise review this application, consider the recommendation of the Planning Commission, and make a decision on whether or not to grant the sign permit, on Tuesday, March 14, 2023, at Luther Town Hall, 108 South Main Street, Luther, Oklahoma, at 7:00 pm.

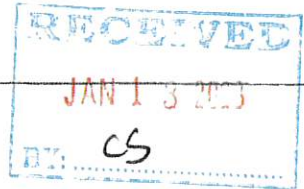
Interested persons are urged to attend and express their views on this amendment to the zoning ordinance.

Dated this 3 day of February, 2023.



Scherrie Pidcock, Town Clerk





TOWN OF LUTHER
119 South Main Street
PO Box 56, Luther, OK 73054
405-277-3833 | www.townoflutherok.com
office@townoflutherok.com

SIGN PERMIT APPLICATION

BUSINESS NAME LUTHER MIDDLE SCHOOL
BUSINESS PHYSICAL ADDRESS 320 SE 2ND ST.
MAILING ADDRESS 320 SE 2ND ST.
BUSINESS PHONE/WEBSITE/EMAIL (405) 277-3264 /

APPLICANT NAME SUPERIOR NEON SIGNS
APPLICANT ADDRESS 2515 N. OKLAHOMA AVE.
APPLICANT PHONE/EMAIL (405) 528-5515 / CONNIE@SUPERIORNEON.COM

PLEASE ATTACH A SITE DRAWING OF WHERE YOU PROPOSE TO PLACE THE SIGN.
PLEASE SEE SEC 12-231 OUTDOOR ADVERTISING DESIGN RESTRICTIONS, ATTACHED.

DIMENSIONS OF SIGN: 8' WIDE TOP / 7' 7" WIDE TOP / 13' 8" HEIGHT

CONSTRUCTION MATERIAL FOR SIGN: EXISTING POLE, COLOR DISPLAY, PEDESTAL CUSTOM STEEL

SINGLE OR DOUBLE SIDED DOUBLE

FREE STANDING IN CONCRETE ENGINEER'S CERTIFICATION MUST BE ATTACHED
ATTACHED TO BUILDING _____

DOES SIGN HAVE LIGHTS? YES
DOES THE SIGN HAVE MOVING PARTS? NO

IF YES, TO EITHER QUESTION, PLEASE ATTACH ENGINEER'S DRAWINGS FOR THE SIGN

ARE YOU THE LEGAL OWNER OF PROPERTY WHERE SIGN IS TO BE PLACED? NO
IF NO, PLEASE PROVIDE DOCUMENTATION/PERMISSIONS FROM LEGAL OWNER



TOWN OF LUTHER
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LUTHER, OK 73054
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www.townoflutherok.com
office@townoflutherok.com

NOTICE OF PUBLIC HEARING

Notice is hereby given that on Monday, March 13, 2023, at 7:00 p.m., at Luther Town Hall, 108 South Main Street, Luther, Oklahoma, the Planning Commission of the Town of Luther will conduct a public hearing to consider an application for a Specific Use Permit (SUP) for property generally located at 18210 N Sagebrush Cir, aka 18176 N Sagebrush Cir, Luther, Oklahoma, for purposes of placing a tiny home type structure on a temporary basis, to be used as a second residence on a 5.87 acre tract of land. A copy of the proposed application is on file in the office of the Town Clerk at Luther Town Hall. The property is currently zoned A-1, Agricultural, and the legal description is as follows:

Sect 26-T14N-R1E Qtr SE Tumblewood Estates Block 000 Lot 016

After the public hearing by the Planning Commission, the Town of Luther Board of Trustees will likewise review this application, consider the recommendation of the Planning Commission, and make a decision on whether or not to approve the Specific Use Permit, on Tuesday, March 14, 2023, at Luther Town Hall, 108 South Main Street, Luther, Oklahoma, at 7:00 p.m.

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

Dated this 7 day of February, 2023.



Scherrie Pidcock, Town Clerk





PO Box 56, 108 South Main Street - Luther, Oklahoma 73054 - (405) 277-8893 - FAX (405) 277-9965 - www.townoflutherok.com

Application for Specific Use Permit

Address or General Location: 18210 N. Sagebrush Cir (AKA 18176 N. Sagebrush Cir)

Present Zoning: Residential Record Owner: Neal Viann Co Trust

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

Sect. 26-T14N-R1E Qtr SE
Tumblewood Estates Block 000 Lot 016

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

purchaser

Are there any private or deed restrictions controlling use of tract? If yes, explain:

No

Bill advertising and sign charges to: Jennifer Davenport

Address: 18210 N. Sagebrush Cir City: Luther State: OK Zip: 73054

Phone: 405-740-2292

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

Signature: Jennifer Davenport Date: 1-24-2023

Print Name: Jennifer Davenport Phone: 405-740-2292

Address: 18210 N. Sagebrush Cir City: Luther State: OK Zip: 73054

Email: jennifer.mitchell99@icloud.com

General Description of Property

Size in acres or square feet: 5.87 acres

Current Use: Residential use

Topography (flat, rolling hills, levee, etc.): flat for the most part

Frontage Road: Sagebrush Circle

Identify structures and improvements on the property:

The main house is approx 1624 ft². I am hoping to add onto this part. I also have a 14' x 28' shed and a greenhouse that is 20' x 48'.

Town water? YES / NO

Town Sewer? YES / NO

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

I intend to use my property for residential use. My intention is to use the specific use permit to house my disabled dad and his blind wife while I add to my property.

General Description of Adjoining Property

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

The south end of my property is approx 300 feet from my house. The north end of my property is approx 500 feet from my house and 500 feet from the west end of my property.

Explain surrounding land uses:

Surrounding land is all residential use.

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

Describe the Specific Use as it pertains to your property: I am requesting to be able to use a tiny house as a temporary structure to house my disabled veteran dad (that is not in good health) and my blind step mom as I build onto my house so that I can take care of my Dad as his health worsens.

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

N/A

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

Since I have almost 12 acres of land, there should be plenty of space for a temporary structure while I add onto my house.

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

This should not affect the road system serving my area.

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

There will only be one trip back and forth work daily. The only thing that will change are the occasional trips to the doctor.

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

Yes, it is still for residential use but temporary in nature.

How will the proposed use be detrimental to property in the same zone or vicinity? (Identify any adverse effects and explain measures you would propose to minimize these effects.) Explain:

The temporary structure will go away after the remodel so there should be no detrimental effects.



LUTHER PLANNING COMMISSION – LOT SPLIT APPLICATION

PO Box 56, 108 South Main Street - Luther, Oklahoma 73054 - (405) 277-3833 - FAX (405) 277-9985 – 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: 1/2 MILE NORTH HWY 66 ON EAST SIDE OF DOBBS RD

LEGAL DESCRIPTION: SEE ATTACHED

PRESENT USE OF PROPERTY: _____ PRESENT ZONING: _____

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:

LOT SPLITS - PLOT MAP

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME <u>MARTIN JEAN, DERICK & MAGGIE PAYTON</u>	NAME <u>MARTIN JEAN / DERICK & MAGGIE PAYTON</u>
ADDRESS <u>P.O. BX 283</u>	ADDRESS <u>same</u>
CITY, ST, ZIP <u>COALDALE, CO 81222</u>	CITY, ST, ZIP
DAYTIME PHONE <u>405-627-3913</u>	DAYTIME PHONE
EMAIL <u>MARTINRJ@GMAIL.COM</u>	EMAIL
FAX	FAX
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.	
SIGNATURE & DATE: <u>Martin Jean</u> <u>02-29-2023</u>	

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

DISPOSITION AFTER HEARING

PLANNING COMMISSION RECOMMENDATION _____ VOTE: _____

TOWN BOARD MEETING DATE: _____ VOTE: _____

ORDINANCE NUMBER 2020-06 REGARDING LOT SPLITS IS ATTACHED TO THIS APPLICATION FOR YOUR REFERENCE. PLEASE REVIEW.



**PROFESSIONAL SERVICES AGREEMENT
ZONING ORDINANCE UPDATE
for the
TOWN OF LUTHER, OKLAHOMA**

This Professional Services Agreement (the “Agreement”) is made and entered into this 14th day of March, 2023, by and between Mid-America Planning, LLC, an Oklahoma Limited Liability Company, (the “CONSULTANT”), and the Town of Luther, Oklahoma, a Municipal Corporation (the “TOWN”).

ARTICLE I – CONSULTANT

1.1 The CONSULTANT, as an independent contractor, covenants and agrees to perform the professional planning services related to the TOWN’S Zoning Code as described in this Agreement and the Scope of Services contained in the attached Exhibit “A” (“SCOPE OF SERVICES”).

1.2 The CONSULTANT shall provide services rendered pursuant to this Agreement with the same degree of care, skill, and diligence as is ordinarily provided by a professional planner under similar circumstances

ARTICLE II – SCOPE OF SERVICES

2.1 The CONSULTANT will perform the professional planning services as set forth in the SCOPE OF SERVICES.

2.2 The CLIENT shall have the option to obtain Additional Services from CONSULTANT pursuant to a written amendment to this Agreement. Additional Services include, but are not limited to the following:

a. Additional workshops or meetings other than the number identified in the SCOPE OF SERVICES and project schedule that require added preparation or follow-up or displace other planned trip activities.

b. Requested additional trips other than the number identified in the SCOPE OF SERVICES and Project Schedule.

c. Requested additional days or nights added to a scheduled trip that require additional time and direct expenses (e.g., meals, hotel nights, extended car rental and gasoline use, airfare change fees, extended airport parking, etc.).

d. Other requested work tasks, study activities, or documentation not foreseen or specifically identified in the SCOPE OF SERVICES.

e. Requested additional deliverables or additional physical copies of deliverables, including the submission at key milestones of draft and final written reports or maps, other than those specified or in a quantity greater than the number identified in the SCOPE OF SERVICES.

f. Requested additional revisions (individual or cumulative) to draft and final deliverables that are beyond the single comprehensive round of revisions that are to be collected, consolidated and annotated by the TOWN as specified in the SCOPE OF SERVICES.

g. Requested review and provision of recommendations relating to other planning or development related issues and matters other than those for which such findings and recommendations are specified in the SCOPE OF SERVICES.

h. Further requested changes to a deliverable which the CONSULTANT has already revised based on review comments and which the CLIENT has already accepted as revised, and which the CONSULTANT determines to be significant and substantive changes to a deliverable already at

a point of substantial completion in accordance with the SCOPE OF SERVICES and available budget.

i. Other related or unrelated professional planning services that may be requested by the TOWN which are not specified in the SCOPE OF SERVICES.

ARTICLE III – CONSULTANT PERSONNEL

3.1 The CONSULTANT represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the TOWN.

3.2 The CONSULTANT may contract with subconsultants for portions of the work or services under this Agreement with the prior written approval of the TOWN.

ARTICLE IV – SUPPORT TO ACCOMPLISH SCOPE OF SERVICES

4.1 The TOWN agrees to provide reasonable support services necessary for the CONSULTANT to accomplish the SCOPE OF SERVICES, including scheduling meetings and preparing minutes of meetings for committees, workshops, and public meetings.

4.2 The TOWN agrees to provide data and documentation necessary for the CONSULTANT to accomplish the SCOPE OF SERVICES.

4.3 The TOWN agrees to review, offer comments, and approve all submittals in accordance with the SCOPE OF SERVICES and/or the project schedule.

ARTICLE V – TIME OF PERFORMANCE

5.1 The CONSULTANT shall commence services upon execution of this Agreement.

5.2 The CONSULTANT shall make a good faith effort to complete the projects contained in the SCOPE OF SERVICES within twelve (12) months.

5.3 The parties agree that the completion schedule may need to be amended due to causes that result in delay over which neither the CONSULTANT nor the TOWN has any control.

5.4 This Agreement shall terminate upon the TOWN'S final acceptance of work completed by CONSULTANT unless otherwise terminated or modified herein.

ARTICLE VI – COMPENSATION TO CONSULTANT

6.1 The TOWN shall compensate the CONSULTANT for the professional tasks set forth in the SCOPE OF SERVICES. The TOWN shall pay the CONSULTANT on a basis of reimbursement of Actual Costs Incurred ("ACI") the amount of \$30,000.00, Additional Services are not included in this amount and shall be billed separately.

6.2 Payment of all invoices shall be made within thirty (30) days of receipt.

6.3 The terms of this Agreement are contingent upon sufficient appropriations being made by the TOWN for the performance of this Agreement. If at any time during the period of performance, sufficient appropriations and authorizations are not made by the TOWN, this Agreement shall terminate upon written notice being given to the CONSULTANT in accordance with the provisions of Section 8.4. All amounts due and owing up to the date of notice shall be paid in full by the TOWN.

ARTICLE VII – PRODUCT OF SERVICES

7.1 The parties agree that reports, maps and materials prepared or developed under the terms of this Agreement shall be delivered to and become the property of the TOWN. The CONSULTANT shall have the right to retain copies and to utilize the product of services for marketing purposes except for Confidential Information defined herein.

7.2 The CONSULTANT shall furnish the TOWN with the numbers of copies and reports identified in the SCOPE OF SERVICES.

ARTICLE VIII – AMENDMENT OR TERMINATION

8.1 This Agreement may not be amended or revised except in writing, mutually agreed to by both parties.

8.2 The TOWN may, from time to time, request amendments to the SCOPE OF SERVICES and/or time of performance. All amendments, extensions or revisions shall be mutually agreed upon by the parties in writing.

8.3 This Agreement may be terminated pursuant to the provisions contained in Section 6.3, for cause, or for the convenience of the parties. Written notice of any termination shall be delivered to the party no less than thirty (30) days prior to the termination.

8.4 Upon receipt of a notice of termination, the CONSULTANT shall immediately discontinue all services and submit a Final Statement including all unpaid amounts or unreimbursed expenses or reasonable amounts due and owing.

8.5 Notwithstanding the provisions of this Article VIII, the CONSULTANT shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any negligent act or omission or any breach of this Agreement by CONSULTANT.

ARTICLE IX – CONFIDENTIALITY

9.1 Any information determined to be confidential that is provided to CONSULTANT or developed by the CONSULTANT for the benefit of the town shall be kept confidential and shall not be made available without prior, written authorization of the TOWN.

ARTICLE X – INSPECTION OF RECORDS

10.1 The CONSULTANT shall maintain accounts and records adequate to identify and account for all costs pertaining to this Agreement to assure proper accounting for all project funds. The CONSULTANT agrees to retain these records for three years after the expiration or termination of this Agreement.

10.2 At any time during normal business hours, the CONSULTANT shall make available to the TOWN for examination all project records created or maintained in the performance of this Agreement.

ARTICLE XI – INSURANCE

11.1 The CONSULTANT shall maintain Commercial General Liability, Business Automobile Liability, Umbrella Liability, and Errors and Omissions Insurance covering claims against the CONSULTANT in the course of work performed under this Agreement in commercially reasonable amounts standard in the industry.

ARTICLE XII – MISCELLANEOUS PROVISIONS

12.1 Force Majure. Neither the TOWN nor the CONSULTANT shall be required to perform any term, condition or covenant of this Agreement while such performance is delayed or prevented by acts of God.

12.2 Entire Agreement. This Agreement constitutes the entire agreement between the TOWN and the CONSULTANT and shall not be modified except by written amendment executed by both parties.

12.3 Choice of Law. The parties agree that this Agreement shall be construed in accordance with the laws of the State of Oklahoma. The parties agree that jurisdiction and venue rest solely in Oklahoma County, Oklahoma.

12.4 Dispute Resolution. The parties shall meet and confer regarding any issues that may arise pursuant to this Agreement. If disputes cannot be resolved, the parties retain the right to bring an action in any appropriate Court of Law.

12.5 Severability. If one or more provisions of this Agreement are held to be invalid, unenforceable, or illegal in any respect, the remainder of this Agreement shall remain valid and in full force and effect.

12.6 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified mail as set forth below:

CONSULTANT:	Larry Curtis, CEO Mid-America Planning, LLC P.O. Box 962 Bartlesville, Oklahoma 74005	TOWN:	Mayor – Town of Luther Luther Town Hall 108 South Main Street Luther, Oklahoma 74054
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12.7 Assignment. This Agreement shall not be assigned without the written consent of both parties.

12.8 Reports and Information. The CONSULTANT shall furnish periodic reports as requested by the TOWN pertaining to the work or services undertaken pursuant to this Agreement.

12.9 Waiver. The failure on the part of any party to require the performance of any portion of this Agreement shall not be deemed a waiver of, or in any way affect the party's rights to enforce such provision or other provisions. Any waiver shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.

12.10 Survival. Any and all representations and conditions made by the CONSULTANT under this Agreement shall survive the execution, delivery and termination of this Agreement.

12.11 Application of Laws. This Agreement is subject to all applicable federal, state and local laws, statutes, codes, and ordinances.

12.12 Equal Employment Opportunity. In the performance of this Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment or any other person because

of race, color, religion, age, sex, or national origin. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of it, state that it is an Equal Opportunity Employee.

DATED this 14th day of March, 2023.

THE TOWN OF LUTHER:

MID-AMERICA PLANNING, LLC:

BY: _____
MAYOR TERRY ARPS

BY: _____
LARRY CURTIS, CEO

ATTEST:

Town Clerk

EXHIBIT "A"
UPDATE OF ZONING
ORDINANCE
SCOPE OF SERVICES

Overview

Under contract to The Town of Luther, Mid-America Planning LLC (MAP), will provide professional ordinance writing services to assist in creating a new Zoning Ordinance. This work effort will be centered on updating and rewriting the zoning regulations, streamlining procedures, and establishing good standards to achieve quality, sustainable development outcomes.

The process will be developed in two phases. The first phase will focus on background study and the initial analysis, followed by drafting the zoning ordinance. The phase two services will supplement phase one but requires additional funding in the new fiscal year.

Project Administration

MAP will coordinate to develop a project schedule. The schedule will include the dates of deliverables, periods of review, and meetings for the duration of the project. The schedule will be coordinated so that the Town's Project Director can provide status reports to the Planning Commission, Board of Trustees and other boards and commissions at regular milestones in the ordinance development process.

MAP will complete project management activities to ensure schedule adherence, cost control, and quality assurance. These activities will include:

- Preparation and maintenance of the project schedule.
- Frequent communication and coordination with the Town's Project Director.
- Submittal of written progress reports in conjunction with each monthly invoice.

CORE PROJECT SERVICES OF PHASE I

The core services of Phase I are divided into five distinct stages:

1. Project Orientation
2. Outreach and Communication
3. Diagnostics and Analyses
4. Technical Drafting
5. Review and Adoption

Within each stage is a series of tasks and subtasks. The scope of services made up of these tasks and subtasks is set out below.

Phase II services include those outlined later in this scope of services.

STAGE 1: Project Orientation

1.1 Setting the Stage

- Review the Code of Ordinances to identify provisions to cross reference or include in the Zoning Ordinance.

1.2 Coordination

- Conduct a staff kick-off meeting to:
 - Establish project logistics, communications, scheduling, and roles.
 - Review the schedule to coordinate dates of deliverables.
 - Discuss the structure and membership of a Stakeholder Advisory Committee (SAC).
 - Identify needed data, maps and information.

Deliverable(s): Project schedule

STAGE 2: Outreach and Communication

2.1 Project Introductions

- Facilitate a meeting with the Staff Technical Team (STT).
 - Review the list of issues assembled by the STT and delivered to MAP.
 - Discuss the current processes, procedures, and practices.

– Outline the common issues with the administration and enforcement of the Zoning Ordinance.

- Kick-off the meeting series.
 - Review of project scope and schedule;
 - Discuss roles and responsibilities; and
 - Initiate assets and issues exercise.
- Provide introductory information.
 - Overview the project approach and schedule;
 - Summarize the findings of the stakeholder listening sessions; and
 - Discuss key planning and regulatory issues to be addressed in the ordinance rewrite.
- Client tasks:
 - Hold an open-door meeting for walk-in participants to inquire about the zoning update process and to provide input. Provide a written report to document the outcomes for MAP.
 - Conduct a public kick-off event with input from MAP. Provide a written report to document the outcomes for MAP. Provide an overview of the zoning update project and what is and is not included;
 - Outline the opportunities for participation;
 - Assemble a mailing list of interested persons; and
 - Arrange to solicit comments and input via question/answer boards, where do you live/work map, and walk-through breakout sessions.

2.2 Stakeholder Listening Sessions

- Conduct a one-hour virtual stakeholder listening session to include:
 - Representatives of the HOAs;
 - Landowners, developers and builders;
 - Engineers, architects and planners;
 - Downtown business owners;
- Document the key conversation points.

Deliverable(s): Meeting presentations which will include a Summary of Stakeholder Input (after these meetings are completed)

STAGE 3: Diagnostics and Analyses

3.1 Background Study

- Review related planning documents

3.2 Field Reconnaissance (coordinated with Task 2.1 on-site activities)

- Acquire existing conditions data, information and mapping.
- Attend a staff-lead tour of the Town and its fence line area to see relevant examples of different development types, patterns and forms; past and recent development; and drive-throughs of conventional and planned developments.
- Observe through a self-guided tour, built applications of the zoning ordinance, particularly any that demonstrate applications of low-impact, sustainable development and sites pointed out by participants in the stakeholder listening sessions and other introductory meetings.
- Develop a photographic inventory.

3.3 Diagnostic Review

- Outline the policies, principles, and goals of the Comprehensive Plan to be implemented by the Zoning Ordinance.
- CLIENT Task: Review and provide a written summary of the gaps and deficiencies in the current regulations:
 - Concerns and comments from staff, stakeholders and public meetings;
 - Consistency with the Comprehensive Plan;
 - Compliance with state statutes and federal laws;
 - Assessment of the structure and organization;
 - Ease of navigation and understanding; and
 - Enforceability.
- Upon receiving the above written reports of staff, MAP will perform an analysis of the zoning districts and land uses.

3.4 Presentation and Consensus Building

- Discuss the diagnostic with the STT to receive feedback and to reach consensus on the approach.
- Present the Diagnostic Review in a joint meeting to the STT, SAC, Planning Commission and Board of Trustees
- Receive policy direction and guidance.

Deliverable(s): Diagnostic Review
Annotated Outline

STAGE 4: Technical Drafting

4.1 Preliminaries

- Outline the process and protocols for drafting, delivery, review, revision, and public release.
- Discuss the means of achieving public input during Phase II, which may include:
 - Community survey(s);
 - Stakeholder and interest group polling; and/or

4.2 Ordinance Drafting

- Outline the contents of each deliverable in the annotated outline delivered in Task 3.3.
- Present each module to the STT prior to their review and comment.

4.3 Facilitated Discussions

- Concurrent with the delivery of each module:
 - Meet with the STT to discuss warranted edits and modifications;

4.4 Ordinance Revisions

- Based on the input of attendees of the above meetings:
 - Discuss the requested changes with the STT;
 - Seek input and guidance from the Board of Trustees, as needed;
 - Add, delete or modify the initial draft of each module to reflect the warranted changes;
 - Republish a revised draft to the project website.
- Assemble revised versions of Module 1 and 2 into a public review draft.

STAGE 5: Review and Adoption

5.1 Building Support

- Make the Public Hearing Draft available on the project website (linked to the Town's website)

5.2 Public Hearings

- Planning Commission.
 - Attend a public hearing of the Planning Commission to present an overview of the updated zoning ordinance and to answer questions of the Commissioners.
 - Note public comments to identify warranted changes and modifications.
 - Make a final round of revisions to incorporate changes requested by the Planning Commission.
 - Seek a recommendation of support for adoption from the Planning Commission.

- Board of Trustees
 - Attend a public hearing of the Board of Trustees for their consideration of adoption.
 - Prepare the final adopted ordinance.

5.3 Final Delivery

- Upon adoption, the zoning ordinance will be published to the Town's website, which will include:
 - All standard features;
 - Branded site design;
 - Provide digital files in Microsoft Word and Adobe PDF

**ACOG MPO TECHNICAL COMMITTEE (TC)
MEMBER DESIGNATION FORM**

ACOG MPO TC meets on the second or third Thursday of the month at 10 a.m. to review and consider various regional multimodal transportation policies and programs, and its recommendations are taken to the ACOG MPO Policy Committee (PC).

The Committee is comprised of two voting staff members from each ACOG MPO entity who are typically planners or engineers. In the absence of a planner or engineer, the city manager or chief administrator may serve. No consulting engineer or planner may serve on the committee.

The following designated voting member(s), and in their absence either of the listed alternates, shall have all the voting privileges and rights afforded by the ACOG MPO TC Bylaws. Let this form further witness that both the regular voting member and the alternates are of the governing body of:

City of Luther
NAME OF ENTITY

Designated Member: Name: _____
Job Title: _____ Email Address: _____
Phone # _____ Cell # _____
Mailing Address: _____

Second Designated Member: Name: _____
Job Title: _____ Email Address: _____
Phone # _____ Cell # _____
Mailing Address: _____

Alternate: Name: _____
Job Title: _____ Email Address: _____
Phone # _____ Cell # _____
Mailing Address: _____

Second Alternate: Name: _____
Job Title: _____ Email Address: _____
Phone # _____ Cell # _____
Mailing Address: _____

SIGNED: _____ PRINT NAME: _____
 City Manager
 Mayor
 Town/City/County Clerk
 Chair of Board of County Commissioners
 Director
DATE: _____

Please return this signed form via email: bgarner@acogok.org, fax: (405)234-2200, or mail to:
Association of Central Oklahoma Governments, 4205 N. Lincoln Blvd., Oklahoma City, OK 73105

LEASE AGREEMENT 2022
Town of Luther
and
Luther Little League

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

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

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

1. The party of the second part shall be allowed to use the concession stand and #1, #2 and #3 Fields at Wildhorse Park in the Town of Luther for the period from March 15, 2023 through July 1, 2023.
2. The Town of Luther, party of the first part, will charge a lease fee of **\$150.00** and will supply water and trash service as utilities included in this agreement. The lease fee will be due upon the first day of the requested lease date.
3. The party of the second part, shall maintain the above described property and shall keep it mowed and in good condition.
4. Neither party will sublease or assign this lease agreement to any other party without a written agreement of both parties. The party of the first part may have certain events conducted on the requested property and will coordinate with the party of the second part for said events.
5. Any expenses incurred by the party of the second part, for upkeep, maintenance or otherwise accumulated, will not be reimbursed by the party of the first part and will be the sole responsibility of the party of the second part.

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

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

Trustee

Trustee

Trustee

Trustee

Trustee

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

Luther Little League Officer

Luther Little League Officer

ORIGINAL

11:03

5G

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Conditions apply



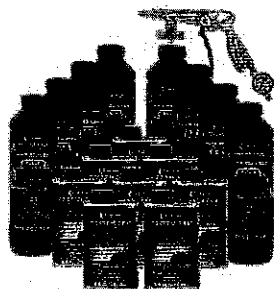
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Compare with similar items



Custom Coat Black 2 Gallon (8 Quart) Urethane Spray-On Truck B...

\$249⁹⁹ Prime FREE Delivery

Size: 2 Gallon Kit with Gun

Color: Black



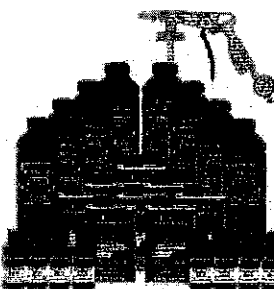
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Custom Coat Blood Red 2 Gallon (8 Quart) Urethane Spray-On Truck B...

\$369⁹⁹

In Stock

Shipped from: TCP Global Corp



1



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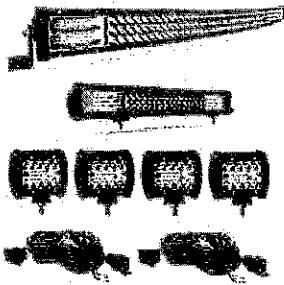
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Agedo 52 Inch Curved Light Bar + 20 Inch Light Bar with 4PCS 4 Inch LE...

\$159⁹⁹

✓prime & FREE Returns

In Stock

Size: 52in + 20in Triple Row Light Bar Curved

Color: Triple Row

Clip & Save up to 5%

Conditions apply



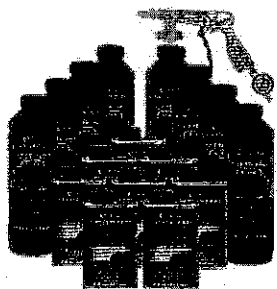
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Custom Coat Black 2 Gallon (8 Quart) Urethane Spray-On Truck B...

\$249⁹⁹ Prime FREE Delivery

Size: 2 Gallon Kit with Gun

Color: Black



1



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Custom Coat Blood Red 2 Gallo (8 Quart) Urethane Spray-On Truck B...



Weis Fire & Safety Equipment, LLC.

111 E. Pacific Ave
 Salina, KS 67401
 (785) 825-9527 Fax (785) 825-9538
 www.weisfiresafety.com



WFE QUOTATION

DATE	QUOTE #
3/8/2023	5844

Name / Address
 LUTHER FIRE DEPARTMENT
 PO BOX 56
 LUTHER, OK 73054

ATTN:
 LUTHER FIRE DEPARTMENT
 110 S. ASH
 LUTHER, OK 73054

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
5	RICO-1	M-2 RESPONSE STRUCTURAL BUNKER COAT (SEE SPEC)	1,802.82	9,014.10
5	RICO-1	M-2 RESPONSE STRUCTURAL PANTS (SEE SPEC)	1,196.34	5,981.70
5	RICO-1	RICOCHET DELIVERY	30.00	150.00
5	INN-INNO331	REGULAR WHITE HOOD - 8 OZ 20% NOMEX® / 80% LENZING	68.43	342.15
5	VAN-7877 (76N)	MK-1 STRUCTURAL FIREFIGHTING GLOVE - MED	89.95	449.75
5	THO-804-6369-10.5W	14" QR14 STRUCTURAL BUNKER BOOT, SIZE- 10.5W PLUS FREIGHT	393.15	1,965.75
Total				\$17,903.45

Due to shortages of raw materials, volatility of the market and conditions out of our control, delivery times are estimated and could be extended. Price quotes are only good for two weeks. Freight costs provided are estimates only and are subject to change. Please call if you have any questions or want to confirm price quotes past two weeks.

Notwithstanding anything to the contrary in any terms governing the sale of Products or otherwise, Buyer agrees that (1) Seller's ability to supply Products may be impacted by the 2019 novel coronavirus (COVID-19) and resulting events and circumstances, and as a material condition of Seller's acceptance of the order, Buyer assumes such risk. (2) Seller is only obligated to use reasonable efforts to meet any requested delivery date, and shall not be liable for any failure to do so and (3) during any period when demand for Products exceeds Seller's supply or Seller is otherwise unable to supply ordered quantities (whether due to circumstances referenced above or otherwise), Seller may allocate any available Products or production resources on such basis as Seller deems fair and reasonable, including to contract customers and/or for internal uses.