



**BOARD OF TRUSTEES FOR THE TOWN OF LUTHER  
TUESDAY, APRIL 11, 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 meetings of March 14 and 23, 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

**Trustee One (Terry Arps)**

11. Consideration, discussion and possible action, including a question and answer period for those to be considered for appointment as a Trustee for the open seat on the Town of Luther Board of Trustees. Candidates include Steven Cholity, Steve Thomas and Jerrod Davis.
12. Consideration, discussion and possible action regarding installation of signs prohibiting motor vehicles in Wildhorse Park.
13. Consideration, discussion and possible action to designate a member and alternate(s) to represent the Town of Luther on the ACOG Metropolitan Planning Organization (MPO) Technical Committee. – Tabled from March 14, 2023.

14. Consideration, discussion, and possible approval to set the date for the Culpepper and Merriweather Circus. The date being considered is September 24, 2023.
15. Consideration, discussion and possible action to enter into a contract with Myers Engineering to administer the bidding and construction of the Luther Public Works Authority facility.
16. Consideration, discussion and possible action to enter into a Mutual Cooperation Agreement for K-9 Services with Luther Public School District.

**Trustee Two (Brian Hall)**

**Trustee Three (Carla Caruthers)**

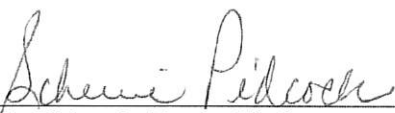
17. Consideration, discussion and possible action to purchase two (2) Automated External Defibrillator (AED) units, one (1) for Town Hall and one (1) for the Luther Police Department, at a cost not to exceed \$6,057.57.

**Trustee Four (Jeff Schwarzmeier)**

**Trustee Five (Joshua Rowton)**

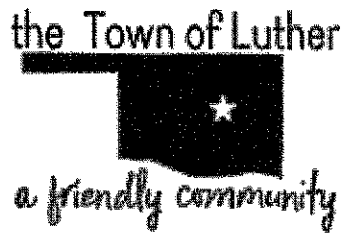
18. **New Business:** In accordance with the Open Meeting Act, Title 25 O.S. 311.A.9 of the Oklahoma Statutes, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda.
19. **Citizen participation:** Citizens may address 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.

20. **Adjourn.**

  
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Scherrie Pidcock, Town Clerk



Agenda Posted Monday, April 10, 2023, at Luther Town Hall, via MailChimp, on the website at [www.townoflutherok.com](http://www.townoflutherok.com) and on Facebook at The Town of Luther, prior to 7:00 pm.



**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 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, Jeff Schwarzmeier and Joshua Rowton. Carla Caruthers was not present at roll call but arrived at 7:07 pm.**
5. Determination of a quorum **was made by Terry Arps.**
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 – **Terry Arps made a motion to approve the Consent Agenda as presented, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (4) Yes.**
7. Consideration of Items Removed from the Consent Agenda – **None.**
8. Trustee Comments – **None.**
9. Department Reports – **Town Manager, PD and Fire Reports were presented.**
10. Attorney's Report – **Beth Anne Childs introduced her intern, Sydney Houston. Sydney reported on her review and summarized the contract between Mid-America Planning and the Town of Luther.**
11. Public Hearing – To consider an application for a lighted sign at the Luther Middle School campus, located at 320 SE 2<sup>nd</sup> 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 – **Terry Arps opened the public hearing. There was discussion. Terry Arps closed the public hearing. Carla Caruthers arrived during this time.**
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 – **Terry Arps opened the public hearing. There was discussion. Terry Arps closed the public hearing.**

**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 2<sup>nd</sup> 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 – **Terry Arps made a motion to approve the sign request, 2<sup>nd</sup> by Joshua Rowton. The Vote: All (5) Yes.**
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 – **Terry Arps made a motion to approve a temporary Specific Use Permit, for an 18 month period, 2<sup>nd</sup> by Brian Hall. The Vote: All (5) Yes.**
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. – **Terry Arps made a motion to approve the lot split request, 2<sup>nd</sup> by Brian Hall. The Vote: All (5) Yes.**
16. Report by Joshua Trope – Oklahoma HLP Town of Luther Workplace Wellness Program Annual Update. – **Joshua Trope reported on the Town’s wellness progress over the past year.**
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. – **Terry Arps made a motion to enter into the contract, 2<sup>nd</sup> by Carla Caruthers. The Vote: All (5) Yes.**
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. **Terry Arps made a motion to renew the lease with Community Action Agency, 2<sup>nd</sup> by Carla. The Vote: All (5) Yes.**
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. – **Terry Arps made a motion to advertise the vacancy and set a deadline for letters of interest as April 7, 2023, 2<sup>nd</sup> by Carla Caruthers. The Vote: All (5) Yes.**
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. – **Terry Arps made a motion to table the item to April 11, 2023, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (5) Yes.**
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. – **Terry Arps made a motion to ratify the signature, 2<sup>nd</sup> by Joshua Rowton. The Vote: All (5) Yes.**

**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. – **Brian Hall made a motion to enter into the lease agreement, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (5) Yes.**

**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. – **Carla Caruthers made a motion to purchase the paint, 2<sup>nd</sup> by Terry Arps. The Vote: All (5) Yes.**
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. – **Carla Caruthers made a motion to purchase the paint, 2<sup>nd</sup> by Terry Arps. The Vote: All (5) Yes.**
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. - **Carla Caruthers made a motion to purchase the light bar pack, 2<sup>nd</sup> by Terry Arps. The Vote: All (5) Yes.**
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. - **Carla Caruthers made a motion to purchase the five (5) sets of bunker gear and have Chief Figueroa report back on the cost of freight so a decision can be made on the best shipping option, 2<sup>nd</sup> by Terry Arps. The Vote: All (5) Yes.**
27. Consideration, discussion and possible action to surplus Ladder Truck 704, 1976 Hendrickson, VIN #7612989. – **Carla Caruthers made a motion to authorize Chief Figueroa to surplus Ladder Truck 704, but receive board approval before the sale, 2<sup>nd</sup> by Terry Arps. The Vote: All (5) Yes.**

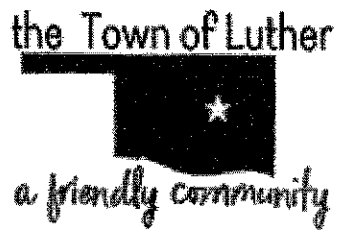
**Trustee Four (Jeff Schwarzmeier)**

**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. – **None.**
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. – **None.**
30. Adjourn. - **Terry Arps made a motion to adjourn, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (5) Yes.**



Minutes transcribed by Scherrie Pidcock, Town Clerk



## MINUTES OF SPECIAL MEETING

### BOARD OF TRUSTEES FOR THE TOWN OF LUTHER THURSDAY, MARCH 23, 2023, AT 6:30 P.M. LUTHER TOWN HALL 108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054

1. Call to order by Terry Arps.
2. Invocation by Terry Arps.
3. Pledge of Allegiance by Terry Arps.
4. Roll Call by Terry Arps. Present were Terry Arps, Brian Hall and Joshua Rowton. Carla Caruthers and Jeff Schwarzmeier were absent.
5. Determination of a quorum was made by Terry Arps.
6. Trustee Comments – None.

#### Trustee One (Terry Arps)

7. Consideration, discussion and possible action regarding the property located at 217 W 1<sup>st</sup> Street, Luther, Oklahoma, Legal Description - LUTHER CITY ADDITION 016 000 LOTS 1 THRU 11, including, but not limited to, authorization to perform a title search, acceptance of the deed to the property, or other reasonable action. – Terry Arps made a motion to move forward with research of property, including title search, if we receive a formal offer from the owner to deed the property to us, and contingent on there being no back taxes on the property, 2<sup>nd</sup> by Brian Hall. The Vote: All (3) Yes.
8. Discussion of possible uses for remaining ARPA funds. – Discussion of project ideas was held. No Action was taken.

#### Trustee Two (Brian Hall)

#### Trustee Three (Carla Caruthers)

#### Trustee Four (Jeff Schwarzmeier)

#### Trustee Five (Joshua Rowton)

9. 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.**

10. Adjourn. – **Terry Arps made a motion to adjourn, 2<sup>nd</sup> by Joshua Rowton. The Vote: All (3) Yes.**



Minutes transcribed by Scherrie Pidcock, Town Clerk







TOWN AND LPWA BANK BALANCES

September 13, 2022

October 11, 2022

November 8, 2022

December 13, 2022

January 10, 2023

February 14, 2023

March 14, 2023

Tuesday, April 11, 2023

Capital Improvement Fund					\$61,159.46	\$61,188.55	\$86,954.50	\$86,991.85	\$87,033.22
Cemetery Care Fund	\$9,577.38	\$9,577.46	\$9,619.54	\$9,619.62	\$9,619.62	\$9,619.70	\$9,661.78	\$9,661.85	\$9,703.93
Econ Dev Authority-LEDA	\$2,796.56	\$2,796.58	\$2,796.60	\$2,796.62	\$2,796.62	\$2,796.64	\$2,796.66	\$2,796.68	\$2,796.70
Fire Department Grant	\$59,055.37	\$31,208.74	\$21,156.61	\$21,156.78	\$21,156.78	\$21,156.96	\$21,157.14	\$21,157.30	\$21,157.48
General Fund	\$749,968.15	\$788,736.55	\$748,169.63	\$703,343.28	\$716,436.38	\$716,436.38	\$787,817.42	\$742,773.52	\$754,785.93
LPWA Fund	\$96,767.14	\$107,742.12	\$87,579.26	\$128,479.45	\$119,513.79	\$124,088.41	\$124,088.41	\$122,409.19	\$124,657.32
LPWA Utility Deposits	\$35,206.94	\$35,207.23	\$35,207.53	\$35,207.82	\$35,708.12	\$35,708.12	\$35,708.42	\$35,708.69	\$35,708.99
Rainy Day Fund LPWA	\$8,568.56	\$8,568.63	\$8,568.70	\$8,568.77	\$8,568.84	\$8,568.84	\$8,568.91	\$8,568.98	\$8,569.05
Rainy Day Fund Town	\$3,365.73	\$3,365.76	\$3,365.79	\$3,365.82	\$3,365.85	\$3,365.85	\$3,365.88	\$3,365.91	\$3,365.94
Technology Fee Account	\$27,041.67	\$27,285.65	\$27,654.31	\$28,113.49	\$28,669.12	\$29,094.08	\$29,094.08	\$29,796.24	\$30,216.51
TOTALS	\$992,347.50	\$1,014,488.72	\$944,117.97	\$1,001,811.11	\$1,007,023.95	\$1,109,213.20	\$1,063,230.21		\$1,077,995.07

LPWA Fund	\$8,637.71	\$8,637.75	\$8,637.82	\$8,637.89	\$8,637.96	\$8,638.03	\$8,638.13	\$8,638.16
Town of Luther	\$154,082.18	\$154,083.49	\$154,084.75	\$154,086.06	\$154,087.33	\$154,088.63	\$154,089.94	\$154,091.12
Town of Luther	\$111,840.49	\$111,841.44	\$111,842.35	\$111,843.58	\$111,844.22	\$111,845.17	\$111,846.12	\$111,846.98
LPWA Fund	\$26,245.03	\$26,245.26	\$26,245.47	\$26,245.76	\$26,245.91	\$26,246.13	\$26,246.35	\$26,246.55
Town of Luther	\$151,495.10	\$151,496.35	\$151,497.63	\$151,498.88	\$151,500.16	\$151,501.45	\$151,502.61	\$151,503.90
TOTALS	\$452,300.51	\$452,304.29	\$452,308.02	\$452,312.17	\$452,315.58	\$452,319.41	\$452,323.15	\$452,326.71

TOTAL OF ALL ACCOUNTS	\$1,444,648.01	\$1,466,793.01	\$1,396,425.99	\$1,454,123.28	\$1,459,339.53	\$1,561,532.61	\$1,515,553.36	\$1,530,321.78
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# Town of Luther

## Budget vs. Actuals Town General Fund FY22-23

March 2023 and YTD

	Mar 2023				Total YTD			
	Actual	Budget	over Budget	% of Budget	Actual	Budget	over Budget	% of Budget
Income								
Donations	50.00		50.00		3,693.00	0.00	3,693.00	
Fines & Forfeitures	5,578.12	12,000.00	-6,421.88	46.48%	76,426.05	108,000.00	-31,573.95	70.76%
Grant Revenue		0.00	0.00		202,285.18	153,610.00	48,675.18	131.69%
Interest/Insurance Subsidy	3,672.94	1,100.00	2,572.94	333.90%	31,716.09	9,900.00	21,816.09	320.36%
Licenses & Permits	3,520.00	2,200.00	1,320.00	160.00%	32,594.33	19,800.00	12,794.33	164.62%
Miscellaneous			0.00		240.00	0.00	240.00	
Other/Rents/Fees	4,431.71	2,350.00	2,081.71	188.58%	129,231.60	21,150.00	108,081.60	611.02%
Reimbursement SRO	11,002.14	11,002.00	0.14	100.00%	84,349.74	88,016.00	-3,666.26	95.83%
Tax Revenues			0.00		0.00	0.00	0.00	
Alcoholic Beverage Taxes	298.34	250.00	48.34	119.34%	3,766.37	2,250.00	1,516.37	167.39%
Capital Improvement-Sales Tax	8,034.66	7,900.00	134.66	101.70%	79,164.37	71,100.00	8,064.37	111.34%
Cigar & Cigarette Taxes	279.67	370.00	-90.33	75.59%	3,394.84	3,330.00	64.84	101.95%
Franchise Taxes	1,060.88	510.00	550.88	208.02%	37,555.06	32,080.00	5,475.06	117.07%
Gasoline Tax	206.66	210.00	-3.34	98.41%	2,003.88	1,890.00	113.88	106.03%
Motor Vehicle Taxes	896.58	875.00	21.58	102.47%	9,748.38	7,875.00	1,873.38	123.79%
Sales Taxes	46,709.66	43,500.00	3,209.66	107.38%	430,092.55	391,500.00	38,592.55	109.86%
Use Taxes	9,532.94	10,000.00	-467.06	95.33%	124,058.33	92,500.00	31,558.33	134.12%
<b>Total Tax Revenues</b>	<b>\$ 67,019.39</b>	<b>\$ 63,615.00</b>	<b>\$ 3,404.39</b>	<b>105.35%</b>	<b>\$ 689,763.78</b>	<b>\$ 602,525.00</b>	<b>\$ 87,238.78</b>	<b>114.48%</b>
Transfer In for Cap Outlay		0.00	0.00		0.00	22,075.00	-22,075.00	0.00%
<b>Total Income</b>	<b>\$ 95,274.30</b>	<b>\$ 92,267.00</b>	<b>\$ 3,007.30</b>	<b>103.26%</b>	<b>\$ 1,250,319.77</b>	<b>\$ 1,025,076.00</b>	<b>\$ 225,243.77</b>	<b>121.97%</b>
<b>Gross Profit</b>	<b>\$ 95,274.30</b>	<b>\$ 92,267.00</b>	<b>\$ 3,007.30</b>	<b>103.26%</b>	<b>\$ 1,250,319.77</b>	<b>\$ 1,025,076.00</b>	<b>\$ 225,243.77</b>	<b>121.97%</b>
Expenses								
Fire Department			0.00		0.00	0.00	0.00	
Maint & Operations (FD)			0.00		0.00	0.00	0.00	
ALL Insurance		451.00	-451.00	0.00%	3,160.28	4,059.00	-898.72	77.86%
Bunker Gear/Uniforms		0.00	0.00		13,245.88	21,000.00	-7,754.12	63.08%

Dues/Memberships/Pension	1,170.00	375.00	795.00	312.00%	2,456.44	3,375.00	-918.56	72.78%
Equipment Repairs/Mtc		800.00	-800.00	0.00%	4,381.73	7,200.00	-2,818.27	60.86%
Fuel	368.45	825.00	-456.55	44.66%	5,821.77	7,425.00	-1,603.23	78.41%
Office Supplies / Expenses	34.68	100.00	-65.32	34.68%	359.82	900.00	-540.18	39.98%
Parts / Supplies / Repairs	1,603.39	300.00	1,303.39	534.46%	6,890.41	2,700.00	4,190.41	255.20%
Phone / Internet / IT	115.70	750.00	-634.30	15.43%	7,770.45	6,750.00	1,020.45	115.12%
Travel / Training	75.00	375.00	-300.00	20.00%	753.74	3,375.00	-2,621.26	22.33%
Utilities	734.41	375.00	359.41	195.84%	3,960.34	3,375.00	585.34	117.34%
Vehicle/Repair/Maintenance		415.00	-415.00	0.00%	1,176.17	3,735.00	-2,558.83	31.49%
Workers Comp	50.00		50.00		1,208.22	0.00	1,208.22	
<b>Total Maint &amp; Operations (FD)</b>	<b>\$ 4,151.63</b>	<b>\$ 4,766.00</b>	<b>-\$ 614.37</b>	<b>87.11%</b>	<b>\$ 51,185.25</b>	<b>\$ 63,894.00</b>	<b>-\$ 12,708.75</b>	<b>80.11%</b>
Payroll (FD)			0.00		0.00	0.00	0.00	
Employee Benefits	904.94	1,192.75	-287.81	75.87%	11,367.38	10,734.75	632.63	105.89%
Salary / Wage / Payroll Tax	4,089.15	4,246.33	-157.18	96.30%	38,213.48	38,216.97	-3.49	99.99%
<b>Total Payroll (FD)</b>	<b>\$ 4,994.09</b>	<b>\$ 5,439.08</b>	<b>-\$ 444.99</b>	<b>91.82%</b>	<b>\$ 49,580.86</b>	<b>\$ 48,951.72</b>	<b>\$ 629.14</b>	<b>101.29%</b>
<b>Total Fire Department</b>	<b>\$ 9,145.72</b>	<b>\$ 10,205.08</b>	<b>-\$ 1,059.36</b>	<b>89.62%</b>	<b>\$ 100,766.11</b>	<b>\$ 112,845.72</b>	<b>-\$ 12,079.61</b>	<b>89.30%</b>
General Government			0.00		0.00	0.00	0.00	
Capital Outlay (GG)	10,151.00	10,700.00	-549.00	94.87%	392,220.15	437,510.00	-45,289.85	89.65%
Maint & Operations (GG)			0.00		0.00	0.00	0.00	
ALL Insurance	1,178.50	520.00	658.50	226.63%	5,702.75	4,680.00	1,022.75	121.85%
Bank/Card Fees	200.00	200.00	0.00	100.00%	2,037.38	1,800.00	237.38	113.19%
Budget / Other Publications		250.00	-250.00	0.00%	396.19	2,250.00	-1,853.81	17.61%
Contract Labor		1,560.00	-1,560.00	0.00%	9,753.75	14,040.00	-4,286.25	69.47%
Dues & Memberships	12.00	320.00	-308.00	3.75%	241.00	2,880.00	-2,639.00	8.37%
Emergency Management		100.00	-100.00	0.00%	0.00	900.00	-900.00	0.00%
LEDA Maint & Operations	519.24	300.00	219.24	173.08%	1,415.64	2,700.00	-1,284.36	52.43%
Office Supplies / Expenses	123.07	275.00	-151.93	44.75%	1,800.77	2,475.00	-674.23	72.76%
Parks Commission	19.98	265.00	-245.02	7.54%	36,769.98	38,120.00	-1,350.02	96.46%
Parts / Supplies / Repairs	46.08	200.00	-153.92	23.04%	1,345.26	1,800.00	-454.74	74.74%
Phone / Internet / IT	1,217.46	600.00	617.46	202.91%	5,912.10	5,400.00	512.10	109.48%
Postage	191.29	150.00	41.29	127.53%	1,271.01	1,350.00	-78.99	94.15%
Professional Services	7,208.00	3,350.00	3,858.00	215.16%	28,166.28	30,150.00	-1,983.72	93.42%
Rentals/Misc		50.00	-50.00	0.00%	0.00	450.00	-450.00	0.00%
Training / Travel	100.00	150.00	-50.00	66.67%	1,694.13	1,350.00	344.13	125.49%



Payroll Suspense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00%
Transfer to LPWA	1,631.00	1,631.00	0.00	100.00%	14,679.00	14,679.00	0.00	0.00	0.00	100.00%
Transfers In/Out	0.00		0.00		718.00	0.00	0.00	718.00		
Transfers In/Out (GG)			0.00		-48.50	0.00	0.00	-48.50		
Total Other Expenses	\$ 1,631.00	\$ 1,631.00	\$ 0.00	100.00%	\$ 15,348.50	\$ 14,679.00	\$ 0.00	\$ 669.50	\$ 669.50	104.56%
Net Other Income	-\$ 1,631.00	-\$ 1,631.00	\$ 0.00	100.00%	-\$ 15,348.50	-\$ 14,679.00	-\$ 0.00	\$ 669.50	-\$ 669.50	104.56%
Net Income	-\$ 4,387.32	\$ 1,423.83	-\$ 5,811.15	-308.14%	\$ 131,090.81	-\$ 190,457.53	\$ 321,548.34	\$ 321,548.34	-\$ 68.83%	

Slightly over monthly budgeted amount because Police Payroll happened twice in March due to their 28 day pay cycle. It will balance out by next month.

# Town of Luther

## Profit and Loss

July 2022 - March 2023

	TOTAL
Income	
Donations	3,693.00
Fines & Forfeitures	76,426.05
Grant Revenue	202,285.18
Interest/Insurance Subsidy	31,716.09
Licenses & Permits	32,594.33
Miscellaneous	240.00
Other/Rents/Fees	129,231.60
Reimbursement SRO	84,349.74
Tax Revenues	
Alcoholic Beverage Taxes	3,766.37
Capital Improvement-Sales Tax	79,164.37
Cigar & Cigarette Taxes	3,394.84
Franchise Taxes	37,555.06
Gasoline Tax	2,003.88
Motor Vehicle Taxes	9,748.38
Sales Taxes	430,092.55
Use Taxes	124,058.33
<b>Total Tax Revenues</b>	<b>689,783.78</b>
<b>Total Income</b>	<b>\$1,250,319.77</b>
GROSS PROFIT	<b>\$1,250,319.77</b>
Expenses	
Fire Department	
Maint & Operations (FD)	
ALL Insurance	3,160.28
Bunker Gear/Uniforms	13,245.88
Dues/Memberships/Pension	2,456.44
Equipment Repairs/Mtc	4,381.73
Fuel	5,821.77
Office Supplies / Expenses	359.82
Parts / Supplies / Repairs	6,890.41
Phone / Internet / IT	7,770.45
Travel / Training	753.74
Utilities	3,960.34
Vehicle/Repair/Maintenance	1,176.17
Workers Comp	1,208.22
<b>Total Maint &amp; Operations (FD)</b>	<b>51,185.25</b>
Payroll (FD)	
Employee Benefits	11,367.38
Salary / Wage / Payroll Tax	38,213.48
<b>Total Payroll (FD)</b>	<b>49,580.86</b>
<b>Total Fire Department</b>	<b>100,766.11</b>
General Government	

	TOTAL
Capital Outlay (GG)	392,220.15
Maint & Operations (GG)	
ALL Insurance	5,702.75
Bank/Card Fees	2,037.38
Budget / Other Publications	396.19
Contract Labor	12,028.75
Dues & Memberships	241.00
LEDA Maint & Operations	1,415.64
Office Supplies / Expenses	1,800.77
Parks Commission	36,769.98
Parts / Supplies / Repairs	2,113.26
Phone / Internet / IT	5,912.10
Postage	1,271.01
Professional Services	25,123.28
Training / Travel	1,694.13
Utilities	13,223.43
Workers Comp	261.46
<b>Total Maint &amp; Operations (GG)</b>	<b>109,991.13</b>
Payroll (GG)	
Employee Benefits	7,411.58
Salary / Wage / Payroll Tax	59,137.02
<b>Total Payroll (GG)</b>	<b>66,548.60</b>
<b>Total General Government</b>	<b>568,759.88</b>
Police Department	
Capital Outlay (PD)	14,189.91
Maint & Operations (PD)	
ALL Insurance	3,292.43
Attorney & Judge	13,300.00
Code/ACO	77.35
Credit Card Fees	1,123.97
Fuel	27,072.10
Jail / Prisoner Fees	2,649.95
Office Supplies / Expenses	2,830.38
OSBI/OTHER Fees	10,698.95
Parts / Supplies / Repairs	15,043.87
Phone / Internet / IT	14,831.15
Training / Travel	1,733.03
Uniforms	2,209.70
Utilities	1,703.55
Workers Comp	8,854.40
<b>Total Maint &amp; Operations (PD)</b>	<b>105,420.83</b>
Payroll (PD)	
Employee Benefits	70,388.46
Salary / Wage / Payroll Tax	244,355.27
<b>Total Payroll (PD)</b>	<b>314,743.73</b>
<b>Total Police Department</b>	<b>434,354.47</b>
<b>Total Expenses</b>	<b>\$1,103,880.46</b>
NET OPERATING INCOME	<b>\$146,439.31</b>
Other Expenses	



	TOTAL
Payroll Suspense	0.00
Transfer to LPWA	14,679.00
Transfers In/Out	718.00
Transfers In/Out (GG)	-48.50
<b>Total Other Expenses</b>	<b>\$15,348.50</b>
NET OTHER INCOME	<b>\$ -15,348.50</b>
NET INCOME	<b>\$131,090.81</b>



# MARCH 2023

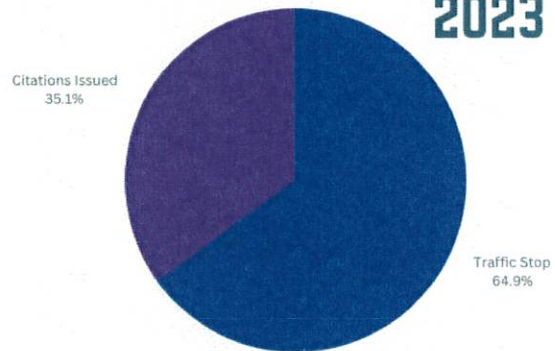
## Luther Police Department Stats

Total calls for service

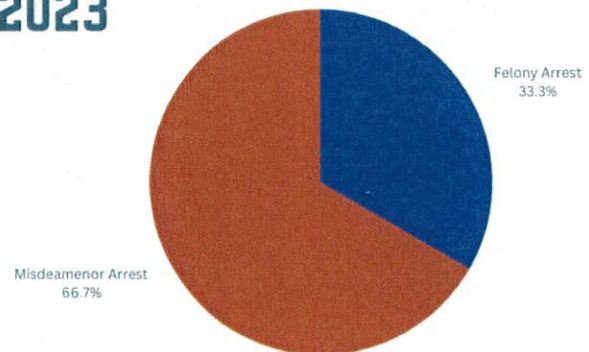
# 234

Burglary	2
Domestic	1
Fire call	5
Medical call	4
Missing person	1
Agency assist	14
Animal complaint	4
Livestock complaint	1
Theft/ larceny	1
Non-injury accident	1
Suspicious vehicle	8
Suspicious person	8
Followup investigations	5
Welfare check	2
Alarm call	2
Reckless driver	1
Disturbance/unknown trouble	1
Information report	9
Extra patrol/business check	69
Pedestrian check	1

### MARCH 2023



### MARCH 2023





## **CODE ENFORCEMENT**

**March 2023**

### **ACTIVITY:**

**Cases Opened: Contacted 17 Residents.**

- **10 trash, tall weeds, debris contacts | 6 corrected.**
- **2 contacts made for furniture in yard.**
- **11 courtesy notices issued.**

### **Highlights:**

- **Progress made on house being donated to town.**
- **Contacted DEQ and grow facility and had hose removed.**
- **Grow facility draining hose to storm drain.**

**Daniel McClure**  
**Code Enforcement Officer**

the Town of Luther



## LPWA MONTHLY REPORT

March 2023

Start New Service	11
Re-start Service	0
Stop Service	11
Leaks	3
Sewer Problems	0
New Meters	0
Accounts Billed	563
Late Accounts Billed	52

Cathy Schmitz  
Utility Clerk

Steve Thomas

316 N. Cedar

Luther, OK 73054

Trustees,

I am submitting my name for the vacant trustee position on the town board. I feel I would be a good representative for the community having lived here for twenty five years now. A little more information about me, my wife and I have raised three children in Luther and all have graduated now. Also I was a proud member of the Luther volunteer fire department for ten years. When my children were small I was also coaching them in little league, they are grown and now I get to be a spectator while watching my grandchildren who live and attend Luther schools play sports. I am originally from Moore, OK but moved to Luther twenty five years ago and have fallen in love with the town and the people in it. I want nothing but to see our town grow and be a great place for people to stay and raise their families. With over thirty years in the construction business building roads and bridges and commercial properties all over Oklahoma I also think I would be a good fit in being the liaison for the town maintenance division. Thank you for your consideration.

A handwritten signature in cursive script that reads "Steve L. Thomas". The signature is written in black ink and includes a long horizontal flourish at the end.

Steve Thomas

Town of Luther  
Attn: Town Manager  
108 S. Main  
Luther, OK 73054

To the Luther Town Board of Trustees,

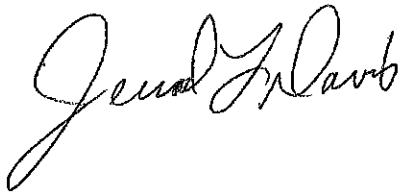
After seeing the announcement of an open seat on your Board and after having thoughtful discussions with my wife, I have decided to submit my application for the open seat on the Board of Trustees for the town of Luther, Oklahoma.

My family and I moved to Luther in the summer of 2017, and we really enjoy this little town. We live on the very far northern limits of the city. I am also a registered voter within Oklahoma County, and I exercise that right as often as possible. With my daughter attending Luther Public Schools and my son eventually going to school, my wife and I are trying to become as involved in the community as we can be. I would be honored if you would consider adding me to the pool of candidates for this seat.

I have worked within State government at the Oklahoma Department of Wildlife Conservation for the last fifteen years. In those fifteen years, I spent my first seven years in Wildlife Law Enforcement. I understand what is needed for Law Enforcement and first responders to do their job efficiently and, most importantly, safely. The last eight of those years have been as a Senior Programs Biologist. In this role, I track and report federal grant funding, manage research projects, analyze and enter data, and write and review professional articles. Another aspect of my job is educating and working with our State House of Representatives and Senate when it comes to wildlife related legislation.

This position will undoubtedly come with things I seldom have to contend with. I consider myself to be adaptable and open-minded when looking for solutions and am willing to learn about the aspects of local government that I am not as familiar with. My main goal, if chosen to fill the vacant position, is to see Luther grow and prosper on a safe and sustainable path for our current and future residents to enjoy.

Sincerely,

A handwritten signature in black ink that reads "Jerrod L. Davis". The signature is written in a cursive style with a large, sweeping initial 'J'.

Jerrod L. Davis  
19936 E. Ridge Cir.  
Luther, OK 73054  
580-467-2789  
Jd84Davis@gmail.com

**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: \_\_\_\_\_

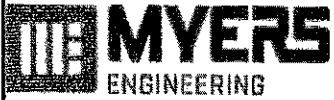
**Alternate:** Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Phone # \_\_\_\_\_ Cell # \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

**Second Alternate:** Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Phone # \_\_\_\_\_ Cell # \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

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

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





# Engineer's Opinion of Probable Cost

Municipal Building Site Plan

Town of Luther

MECE 223072

Friday, March 31, 2023

Item No.	QTY.		Description	Unit/Item Cost	
<b>Structure</b>					
1	2400	ft <sup>2</sup>	Pre-Engineered Metal Building (Metal, Erection, Foundation)	\$ 35.00	\$ 84,000.00
2	1	LSUM	Electrical Distribution	\$ 20,000.00	\$ 20,000.00
3	1	LSUM	HVAC	\$ 15,000.00	\$ 15,000.00
4	1	LSUM	Plumbing	\$ 15,000.00	\$ 15,000.00
5	1	LSUM	Auto Lift	\$ 15,000.00	\$ 15,000.00
6	1	LSUM	Carpentry and Finishes	\$ 10,000.00	\$ 10,000.00
7	1	LSUM	Gutters and Downspouts	\$ 2,400.00	\$ 2,400.00
				<b>Structure</b>	<b>\$ 161,400.00</b>
<b>Site Work</b>					
1	1	LSUM	Tree Removal	\$ 12,500.00	\$ 12,500.00
2	1	LSUM	Salvage Topsoil	\$ 2,500.00	\$ 2,500.00
3	1	LSUM	Site Grading	\$ 7,500.00	\$ 7,500.00
4	400	L.F.	Chain Link Fence w/ Climb Barrier and M.O. Gate	\$ 100.00	\$ 40,000.00
5	150	S.Y.	Gravel	\$ 40.00	\$ 6,000.00
6	1	LSUM	Dog Kennels	\$ 10,000.00	\$ 10,000.00
7	1	LSUM	Erosion Control and Final Stabilization	\$ 7,500.00	\$ 7,500.00
				<b>Site Work</b>	<b>\$ 78,500.00</b>
				<b>Construction Cost Estimate</b>	<b>\$ 239,900.00</b>
				Construction Contingencies (15%)	\$ 35,985.00
				Engineering	\$ 32,000.00
				Design Survey	\$ 2,250.00
				Inspection	
				<b>Total Project Estimate</b>	<b>\$ 310,135.00</b>

Note: Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between

Town of Luther \_\_\_\_\_ ("Owner")

and

Myers Engineering, Consulting Engineers, Inc. \_\_\_\_\_ ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Municipal Building Site Plan \_\_\_\_\_ ("Project").

Engineer's Services under this Agreement are generally identified as follows:

Preliminary Design Phase, Final Design Phase, Bidding or Negotiating Phase, and Construction Phase. Resident Project

Representative Services may be added by amendment at a later date if Owner requests it. (Myers Project Number 223072)

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01.
- B. Engineer shall complete its services within a reasonable time.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding **4 months**. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable upon receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state of Oklahoma.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2013 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option

and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
  - 1. Engineering Services - A Lump Sum fee of **\$32,000.00**
  - 2. Design Survey – A Lump Sum fee of **\$2,250.00**
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

Attachments: Exhibit A, Engineer's Services  
Exhibit B, Owner's Responsibilities.  
Exhibit I, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

\_\_\_\_\_

By: Terry Arps

Title: Mayor

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

Address for giving notices:

Scherrie Pidcock, Town Clerk

Town of Luther

PO Box 56

Luther, OK 73054-0056

ENGINEER:

\_\_\_\_\_

By: William T. Myers, P.E.

Title: President

Date Signed: April 11, 2023

Engineer License or Firm's Certificate  
Number: CA 121

State of: Oklahoma

Address for giving notices:

William T. Myers, P.E., Principal Engineer

Myers Engineering, Consulting Engineers, Inc.

13911 Quail Pointe Drive

Oklahoma City, OK 73134

MEC Project No. 223072

**Engineer's Services**

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**PART 1 – BASIC SERVICES**

A1.01 *Study and Report Phase N/A for this project*

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
  2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
  3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
  4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
  5. ~~Perform or provide the following additional Preliminary Design Phase tasks or deliverables:~~ [N/A]
  6. Furnish 2 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 90 calendar days of authorization to proceed with this phase, and review them with Owner. Within 30 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.
  7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 2 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 30 calendar days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final



design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer. Devise a design and construction schedule and distribute to the Owner.
4. ~~Perform or provide the following additional Final Design Phase tasks or deliverables: [N/A]~~
5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 30 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 2 final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 21 calendar days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

§

A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
2. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
3. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
4. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
6. ~~Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: [N/A]~~

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* N/A for this project. It could be added at a later date if Owner requests it.
3. *Construction Surveying and Staking.* Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.7, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
4. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.P.
5. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
6. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
7. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
8. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that

Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

9. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
10. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
11. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
12. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
13. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
14. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
15. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
16. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such

observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

17. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.

18. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

19. *Additional Tasks:* ~~Perform or provide the following additional Construction Phase tasks or deliverables:~~  
[N/A].

20. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

## **PART 2 – ADDITIONAL SERVICES**

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
  5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
  6. Providing renderings or models for Owner's use.
  7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
  8. Furnishing services of Consultants for other than Basic Services.
  9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
  10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
  11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
  12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
  13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

14. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
15. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
16. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
17. Preparation of operation and maintenance manuals.
18. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
19. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
20. Assistance in connection with the adjusting of Project equipment and systems.
21. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
22. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
23. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

*A2.02 Additional Services Not Requiring Owner's Written Authorization*

- B. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
  5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
  6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.



### **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

- B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:
- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
  - B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
  - C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
    - 1. Property descriptions.
    - 2. Zoning, deed, and other land use restrictions.
    - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
    - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
    - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
    - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
  - D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
  - E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
  - F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
  - G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: [N/A]

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Short Form of Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

**Engineer's Standard Hourly Rates**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix I and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

**MYERS ENGINEERING, CONSULTING ENGINEERS,  
INC.**

**FY 2023 Departmental Hourly Rates**

Effective as of 1-1-2023

<b>Member Description</b>	<b>Department</b>	
CADD Technician Level 1	CADD	\$ 101.00
CADD Technician Level 2	CADD	\$ 135.00
Inspector Level 1	Construction Mgmt	\$ 113.00
Inspector Level 2	Construction Mgmt	\$ 129.00
Engineering Assistant-1	Engineering	\$ 84.00
Engineering Assistant-2	Engineering	\$ 100.00
Engineering Assistant-3	Engineering	\$ 106.00
Engineering Intern	Engineering	\$ 135.00
Design Engineer	Engineering	\$ 179.00
Project Engineer	Engineering	\$ 253.00
Principal Engineer	Engineering	\$ 265.00
Professional Hydrologist	Engineering	\$ 253.00
Licensed Surveyor	Survey	\$ 191.00
GPS Crew	Survey	\$ 184.00
Design Surveyor	Survey	\$ 135.00
Survey Technician	Survey	\$ 135.00
Survey Assistant-1	Survey	\$ 61.00
Survey Assistant-2	Survey	\$ 101.00

**MUTUAL COOPERATION AGREEMENT FOR K-9 SUPPORT SERVICES  
TOWN OF LUTHER  
AND  
LUTHER PUBLIC SCHOOL DISTRICT OF OKLAHOMA COUNTY, OK**

This Mutual Cooperation Agreement (the "Agreement") is made and entered into this 11 day of April, 2023, by and between the Town of Luther, a municipal corporation, (the "Town"), and the Luther Public School District of Oklahoma County, Oklahoma, (the "District").

**PURPOSE:**

The purpose of this Agreement is to provide for the increased safety and security of the public schools of the District through the use of K-9 Support Services (the "Services").

**ADMINISTRATION:**

This Agreement shall be administered by the Chief of Police of the Town and the District Superintendent, and they shall have the authority to determine the scope and frequency of the Services. The Chief of Police of the Town shall receive from the District, periodic recommendations and suggestions as to the needs of the District. These recommendations shall be submitted by the District Superintendent.

**CONSIDERATION:**

The District agrees to pay the Town the sum of \$500.00 per month for the Services, beginning on the 15 day of April and continuing throughout the Term of this Agreement.

**TERM OF AGREEMENT:**

This Agreement shall be in effect as of April 15, 2023, and shall terminate on June 30, 2023, unless otherwise modified as provided herein. A Party to this Agreement may terminate this Agreement upon thirty (30) days written notice to the other Party to the Agreement.

**AGENCY REPRESENTATIVES:**

The Chief of Police and District Superintendent shall develop and implement policies and procedures for implementation and operation of this Agreement. The Parties shall meet at least quarterly to review such policies and procedures and if necessary, advise any changes.

**MODIFICATION OF AGREEMENT:**

Modification of this Agreement shall be made only by written amendment by the Parties. Such modification shall include a written document setting forth the modifications, which is signed by all the Parties.

**QUALIFICATIONS:**

The K-9 and his handler shall be duly certified police officers of the Town and shall perform those tasks and duties delineated in the job description as approved by the Parties. The Town agrees and guarantees that the Officers will be, at all times, a certified police officer for the State of Oklahoma and meet all requirements as set forth by the Oklahoma Council of Law Enforcement and Training, the Town of Luther, Oklahoma and as may be required by law.

The Town warrants to the District that the Officer is fully trained in the proper and appropriate law enforcement use of all equipment issued to or allowed by the Town for use by police officers, including, but not limited to, any weapons or equipment designed to or capable of causing harm to persons or property.

### **SERVICES:**

The Town will provide the following K-9 Support Services:

- A. To provide a visible, active law enforcement figure with the District dealing with law enforcement matters.
- B. To coordinate with campus administration in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- C. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- D. To be available for school activities and organizations associated with the campus and as a speaker on a variety of requested topics.
- E. The Handler will not be involved in ordinary school discipline, unless it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students shall remain a District responsibility, and only when the District and the Officer agree that the Officer's assistance is needed to maintain a safe and proper school environment would the District request the Officer's involvement.
- F. If the District believes that in a given situation or incident there is a law violation, the District may request the Handler's involvement.
- G. The Handler will wear the approved Town uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the request of the school and/or the Town. The Chief of Police and the District shall jointly set expectation and resolve any disputes in this area.
- H. The Handler will wear their Town authorized duty weapons in accordance with Town policy.
- I. The Handler shall attend professional development training as required by the Town, the District and Officer training. This training will be scheduled outside the Officer's normal operating hours. The costs of any Officer training necessitated or requested under this Agreement shall be borne by District.

### **EMPLOYMENT OF K-9 HANDLER:**

- A. The K-9 Handler shall be an employee of the Town and shall be subject to the administration, supervision and control of the Town. In the event of need, in the sole discretion of the Chief of Police, Officer may be called for off-campus duties at any time during the Term of this Agreement.
- B. The K-9 Handler shall be subject to all personnel policies and practices of the Town except as such policies and practices may be modified by the terms and conditions of the Agreement.
- C. The Town, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the K-9 Handler.

WITNESS OUR HANDS this day and year first above written:

**“Town”**

**By:**

---

Mayor William Terry Arps

Date

**“District”**

**By:**

---

Signature and Title

Date

**By:**

---

Signature and Title

Date



# Cardio Partners

## Sales Quote

**Q1026150**

April 10, 2023

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Cardio Partners Inc  
PO Box 772834  
Detroit, MI 48277  
715-356-0200

**Customer Number** C0436147  
**Your Reference**  
**Customer PO Number**  
**Shipping Method** FEDEX Ground  
**Payment Terms** Credit Card

**BILL TO:**

Town of Luther  
Terry Arps  
108 S MAIN ST  
BOX 56  
LUTHER, OK 73054-9344

**SHIP TO:**

Luther Fire Department  
Chief Joseph Figueroa  
108 S Main St  
Box 56  
Luther, OK 73054-9344

\*\*\*Have you thought about stop the bleed kits?\*\*\*

Item No.	Description	Quantity	Current Price	Your Price	Total
CVP-LP1000G-B	PC-AED LP1000 Graphic Corporate VP (Basic Cabinet)	1	<del>3,605.00</del>	3,102.00	3,102.00
99425-000023	PC-AED LP1000 - Graphical Display	1	<del>3,436.00</del>	2,933.00	2,933.00
W/EXTRA	Shipping Charges	1	22.57	22.57	22.57
<b>Subtotal</b>					<b>6,057.57</b>
<b>Total Tax</b>					<b>0.00</b>
<b>Total \$ Incl. Tax</b>					<b>6,057.57</b>

Quote valid for 30 days from the above date

**Prepared for you by:**

Rorie Schmitz  
rorie.schmitz@cardiopartners.com  
800-750-9186

**PROUD SUPPLIER TO THE US GOVERNMENT**

GSA/VA Contract Number: V797D-50533

Contract Expiration Date: 01/31/2023

DUNS #: 121 306 984

CAGE Code: 3DHR2

FEIN/TIN: 27-0005083

Business Size Classification: Large