



Terry Arps, Mayor, Trustee One
Jerrod Davis, Trustee Two
Carla Caruthers, Trustee Three
Jeff Schwarzmeier, Vice Mayor, Trustee Four
Joshua Rowton, Trustee Five

**BOARD OF TRUSTEES FOR THE TOWN OF LUTHER
TUESDAY, JUNE 13, 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 May 9 and May 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
11. **PUBLIC HEARING** on the FY 2023-2024 Town of Luther Budget for the purpose of discussing, developing and finalizing the Town of Luther budget for the fiscal year beginning July 1, 2023. A copy of the proposed budget is available at Luther Town Hall, 108 S. Main, Luther, OK.

Trustee One (Terry Arps)

12. Consideration, discussion, and possible action to adopt **Resolution 2023-01R, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, ADOPTING THE FISCAL YEAR 2023-2024 ANNUAL BUDGET FOR THE TOWN IN ACCORDANCE WITH THE PROVISIONS OF THE MUNICIPAL BUDGET ACT.**
13. Presentation by Robbie Squires, Cox Communications, about a Cox Communications franchise agreement offer.

14. Consideration, discussion, and possible action to accept the resignation of Josh Rowton as Trustee 5 of the Luther Board of Trustees.
15. Consideration, discussion, and possible action to accept letters of application for the Board to appoint a new Trustee, and to set a deadline for letters of application.
16. Consideration, discussion, and possible action to remove Josh Rowton from all Town of Luther bank accounts.
17. Consideration, discussion, and possible action to accept the resignation of Rosemarie Strong as a member of the Luther Parks Commission.
18. Consideration, discussion, and possible action to accept letters of application for the Board to appoint a new Parks Commissioner, and to set a deadline for letters of application.
19. Consideration, discussion, and possible action to approve Contract E1-2023-9 with ACOG for the REAP Grant for additional water valves.
20. Consideration, discussion, and possible action to approve three (3) School Resource Officer Mutual Cooperation Agreements with the Luther Public School District for Fiscal Year 2023-2024.
21. Consideration, discussion, and possible action to approve a Mutual Cooperation Agreement for K-9 Support Services agreement with Luther Public School District for Fiscal Year 2023-2024.
22. Consideration, discussion, and possible action on contract to provide mowing, tick control and weed control for Wildhorse Park.

Trustee Two (Jerrod Davis)

23. Consideration, discussion, and possible action to adopt **Resolution 2023-03R, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, APPROVING AND ADOPTING THE RATES AND FEES FOR WATER, SANITARY SEWER SERVICE, AND SOLID WASTE; TO BRING THE CHARGES IN LINE WITH SIMILARLY SITUATED COMMUNITIES; AND ESTABLISHING AN EFFECTIVE DATE OF AUGUST 1, 2023.**
24. Consideration, discussion, and possible action to adopt the updated Manual of Fees to include adjusted water, sanitary sewer and solid waste rates.

Trustee Three (Carla Caruthers)

25. Consideration, discussion, and possible action to approve the FY 23-24 Fire Department Annual Equipment Agreement with Oklahoma County Emergency Management.
26. Consideration, discussion, and possible action to approve the Grant Provision Agreement between Oklahoma County and the Town of Luther for funding radio system services for the Luther Fire Department.

Trustee Four (Jeff Schwarzmeier)

27. Consideration, discussion, and possible action to adopt **Resolution 2023-04R, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, APPROVING AN AMENDMENT TO THE BUDGET OF THE TOWN OF LUTHER FOR FISCAL YEAR 2022-2023 IN ACCORDANCE WITH THE MUNICIPAL BUDGET ACT.**

Trustee Five (Joshua Rowton)

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

30. **Adjourn.**



Scherrie Pidcock, Town Clerk



Agenda Posted Monday, June 12, 2023, at Luther Town Hall, via MailChimp, on the website at www.townoflutherok.com and on Facebook at The Town of Luther, prior to 7:00 pm.



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

**BOARD OF TRUSTEES FOR THE TOWN OF LUTHER
TUESDAY, MAY 9, 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. Swearing In and Oaths of Office – Jeff Schwarzmeier and Jerrod Davis were sworn in as Trustees and took the Oath of Office.
5. Roll Call by Terry Arps. Present were Terry Arps, Jerrod Davis, Carla Caruthers and Jeff Schwarzmeier. Joshua Rowton was absent.
6. Determination of a quorum was made by Terry Arps.
7. Approval of the Consent Agenda,
 - a. Approval of the Board Minutes from the meetings of April 11 and 27, 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, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.
8. Consideration of Items Removed from the Consent Agenda – None.
9. Trustee Comments – None.
10. Department Reports – Scherrie Pidcock gave the Manager's Report, Terry Arps gave the Police Department Report, Carla Caruthers reported on the Fire Department.
11. Attorney's Report – No report.
12. Presentation by representatives of Municipal Finance Services, Inc. – Chris Wolff gave a detailed report on the financial analysis of the Town of Luther and the Luther Public Works Authority, including the deficit in the rates for utilities.

Trustee One (Terry Arps)

13. Consideration, discussion and possible action to elect a Mayor from among the Board of Trustees for a 2-year term. – Jeff Schwarzmeier made a motion to appoint Terry Arps as Mayor, 2nd by Carla Caruthers. The Vote: All (4) Yes.
14. Consideration, discussion and possible action to elect a Vice-Mayor from among the Board of Trustees for a 2-year term. – Carla Caruthers made a motion to appoint Jeff Schwarzmeier as Vice-Mayor, 2nd by Terry Arps. The Vote: All (4) Yes.

15. Consideration, discussion and possible action to appoint Departmental and Commission liaisons from among the Board of Trustees for 2-year terms. – **Terry Arps made a motion to appoint Jerrod Davis as liaison for the Luther Public Works Authority and keep current liaisons in their respective positions, 2nd by Jeff Schwarzmeier. (Currently, Terry Arps is liaison to Parks Commission, Planning Commission and the Police Department. Carla Caruthers is liaison to the Fire Department. Jeff Schwarzmeier is liaison to Town Administrative staff.)**
16. Consideration, discussion and possible action to add Trustee Jerrod Davis and remove Brian Hall from Town of Luther bank accounts. – **Terry Arps made a motion to take action as written, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
17. Consideration, discussion and possible action to renew the Town of Luther Treasurer's Surety Bond as required by the Oklahoma County Treasurer. – **Terry Arps made a motion to renew the Treasurer's Surety Bond, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
18. Consideration, discussion and possible action to review and possibly amend the American Tower contract. -**Terry Arps made a motion to decline the offer to amend the contract, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes. (to decline)**
19. Consideration, discussion and possible action to enter into a contract with Beth Anne Childs, The Childs Law Firm, for Fiscal Year 2023-2024. – **Terry Arps made a motion to enter into the contract as written, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
20. Consideration, discussion and possible action to move forward with title search on the property located at 217 W 1st Street, Luther, Oklahoma. – **Terry Arps made a motion to conduct a title search, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
21. Consideration, discussion and possible action to hire Fesler Pest Control to spray for ticks at the disc golf course for an amount not to exceed \$700.00. – **Terry Arps made a motion to contract with Fesler Pest Control as recommended by the Park Commission, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
22. Consideration, discussion and possible action to spray areas of Wildhorse Park for sandburs at a cost not to exceed \$1,200.00. – **Parks Commission Chairman, Kasey Woods, presented quotes for spraying, including a quote from Van Leer's Lawn Care for \$920.00. Terry Arps made a motion to approve spraying for sandburs by Van Leer's Lawn Care at a cost not to exceed \$1,200.00, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
23. Consideration, discussion and possible action to set a fee of \$150.00 for disc golf tournaments, with the fee waived if the Parks Commission or Friends of the Park host the tournament. – **Terry Arps made a motion to set the fee as written, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**

Trustee Two (Jerrod Davis)

Trustee Three (Carla Caruthers)

24. Consideration, discussion and possible action to authorize the purchase of fireworks for the annual Independence Day Celebration on Saturday, July 1, 2023, at an amount not to exceed \$5,000.00. – **Carla Caruthers made a motion to purchase fireworks at a cost not to exceed \$5000.00, 2nd by Terry Arps. The Vote: All (4) Yes.**

25. Consideration, discussion and possible action to purchase 2 gallons of red paint, 2 gallons of black paint with spray guns and regulators, and a light bar kit for fire vehicle #745 from Amazon, at a cost not to exceed \$805.00. – **Carla Caruthers made a motion to purchase the items as written, 2nd by Terry Arps. The Vote: All (4) Yes.**
26. Consideration, discussion and possible action to purchase a replacement calibration gas bottle for a 4-gas meter from Casco Industries at a cost not to exceed \$370.00. – **Carla Caruthers made a motion to purchase the bottle as written, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
27. Consideration, discussion and possible action to send two (2) volunteer firefighters for EMT training at \$1,000.00 each, for a total of \$2,000.00. – **Carla Caruthers made a motion to send two firefighters as written, 2nd by Jerrod Davis. The Vote: All (4) Yes.**
28. Consideration, discussion and possible action to enroll volunteer firefighter Craig Martin in EMS Instructor course, scheduled for September 11, 2023, at a cost of \$250.00. – **Carla Caruthers made a motion to approve as written, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**

Trustee Four (Jeff Schwarzmeier)

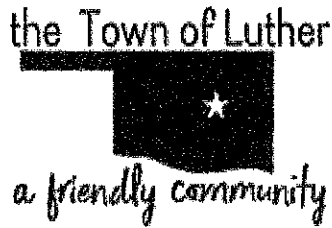
29. Consideration, discussion, and possible direction regarding the Fiscal Year 2023-2024 budget. – **A rough draft of the budget was presented for review prior to the next meeting. No Action.**

Trustee Five (Joshua Rowton)

30. 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. - **Parks Commission Chairman, Kasey Woods, presented quotes for mowing parts of Wildhorse Park, including part of the disc golf course, prior to the Grand Opening Ceremony for the new playground, scheduled for May 25, 2023. Kasey recommended a quote by Li'l Bit Western for \$575.00 total. Carla Caruthers made a motion to approve the mowing, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
31. 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.**
32. Adjourn. – **Terry Arps made a motion to adjourn, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**



Minutes transcribed by Scherrie Pidcock, Town Clerk



MINUTES OF SPECIAL MEETING

**BOARD OF TRUSTEES FOR THE TOWN OF LUTHER
TUESDAY MAY 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 **Jeff Schwarzmeier.**
3. Pledge of Allegiance was led by **Terry Arps.**
4. Roll Call by **Terry Arps.** Present were **Terry Arps, Jerrod Davis, Jeff Schwarzmeier.** **Carla Caruthers and Joshua Rowton** 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 to enter into an agreement with Code Enforcement Services, LLC; to provide code enforcement services for Fiscal Year 2023-2024. – **Jerrod Davis made a motion to enter into the agreement as written, 2nd by Terry Arps. The Vote: All (3) Yes.**
8. Consideration, discussion and possible action to approve the Fiscal Year 2023-2024 Oklahoma County Mutual Cooperative Agreement with the Oklahoma County Commissioners. – **Terry Arps made a motion to approve the agreement as presented, 2nd by Jeff Schwarzmeier. The Vote: All (3) Yes.**
9. Consideration, discussion and possible action to approve installation, in the Luther courtroom, of two framed devices that bring tribute to longtime citizen Vanessa Birmingham. – **Terry made a motion to approve the installation as written, 2nd by Jeff Schwarzmeier. The Vote: All (3) Yes.**
10. Consideration, discussion and ratification of emergency expenses related to flooding of the library building at 310 NE 3rd Street. **Terry Arps made a motion to ratify emergency expenses for repair of the damage to the library related to the flooding, 2nd by Jeff Schwarzmeier. The Vote: All (3) Yes.**

Trustee Two (Jerrod Davis)

Trustee Three (Carla Caruthers)

Trustee Four (Jeff Schwarzmeier)

11. Consideration, discussion, and possible direction regarding the Fiscal Year 2023-2024 budget. – **Trustees reviewed the proposed budget, asked questions, made comparisons, and suggested no revisions. No**

vote was taken. Scherrie Pidcock stated that a public hearing would be held on June 13, 2023, and the budget would be on the agenda for consideration and passage on that date.

Trustee Five (Joshua Rowton)

12. Citizen participation: Citizens may address the Board during open meetings on any matter on the agenda prior to the Board taking action on the matter. On any item not on the current agenda, citizens may address the Board under the agenda item Citizen Participation. Citizens should fill out a Citizen's Participation Request form and give it to the Mayor. Citizen Participation is for information purposes only, and the Board cannot discuss, act or make any decisions on matters presented under Citizens Participation. Citizens are requested to limit their comments to two minutes. – **Dena Stephens and Nancy Norman were present and inquired about the time frame to re-open the library.**
13. Adjourn. – **Terry Arps made a motion to adjourn, 2nd by Jeff Schwarzmeier. The Vote: All (3) Yes.**



Minutes transcribed by Scherrie Pidcock, Town Clerk

Town of Luther
Budget vs. Actuals - Town General Fund FY22-23
 July 2022 - May 2023

	May 2023				Total			
	Actual	Budget	over Budget	% of Budget	Actual	Budget	over Budget	% of Budget
Income								
Donations	50.00		50.00		3,743.00	0.00	3,743.00	
Fines & Forfeitures	8,439.84	12,000.00	-3,560.16	70.33%	93,465.08	132,000.00	-38,534.92	70.81%
Grant Revenue	45,898.71	0.00	45,898.71		248,183.89	153,610.00	94,573.89	161.57%
Interest/Insurance Subsidy	3,946.86	1,100.00	2,846.86	358.81%	39,362.41	12,100.00	27,262.41	325.31%
Licenses & Permits	3,372.75	2,200.00	1,172.75	153.31%	38,890.88	24,200.00	14,690.88	160.71%
Miscellaneous			0.00		664.00	0.00	664.00	
Other/Rents/Fees	5,610.45	2,350.00	3,260.45	238.74%	135,964.59	25,850.00	110,114.59	525.98%
Reimbursement SRO	11,002.14	11,002.00	0.14	100.00%	108,354.02	110,020.00	-3,665.98	96.67%
Tax Revenues			0.00		0.00	0.00	0.00	
Alcoholic Beverage Taxes	353.35	250.00	103.35	141.34%	4,431.89	2,750.00	1,681.89	161.16%
Capital Improvement-Sales Tax	9,586.38	7,900.00	1,686.38	121.09%	97,379.28	86,900.00	10,479.28	112.06%
Cigar & Cigarette Taxes	391.01	370.00	21.01	105.68%	4,142.04	4,070.00	72.04	101.77%
Franchise Taxes	400.12	510.00	-109.88	78.45%	38,620.71	33,100.00	5,520.71	116.68%
Gasoline Tax	298.99	210.00	88.99	142.38%	2,426.33	2,310.00	116.33	105.04%
Motor Vehicle Taxes	900.84	875.00	25.84	102.95%	11,706.66	9,625.00	2,081.66	121.83%
Sales Taxes	51,850.55	43,500.00	8,350.55	119.20%	531,411.96	478,500.00	52,911.96	111.06%
Use Taxes	15,114.08	10,000.00	5,114.08	151.14%	150,243.26	112,500.00	37,743.26	133.55%
Total Tax Revenues	\$ 78,875.32	\$ 63,615.00	\$ 15,260.32	123.99%	\$ 840,362.13	\$ 729,755.00	\$ 110,607.13	115.16%
Transfer In for Cap Outlay		0.00	0.00		0.00	22,075.00	-22,075.00	0.00%
Total Income	\$ 157,196.07	\$ 92,267.00	\$ 64,929.07	170.37%	\$ 1,506,990.00	\$ 1,209,610.00	\$ 297,380.00	124.58%
Gross Profit	\$ 157,196.07	\$ 92,267.00	\$ 64,929.07	170.37%	\$ 1,506,990.00	\$ 1,209,610.00	\$ 297,380.00	124.58%
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%	5,201.89	4,961.00	240.89	104.86%
Bunker Gear/Uniforms	876.25	0.00	876.25		16,879.78	21,000.00	-4,120.22	80.38%
Dues/Memberships/VolPension		375.00	-375.00	0.00%	2,456.44	4,125.00	-1,668.56	59.55%
Equipment Repairs/Mtc		800.00	-800.00	0.00%	1,354.93	8,800.00	-7,445.07	15.40%
Fuel	1,115.65	825.00	290.65	135.23%	7,728.09	9,075.00	-1,346.91	85.16%
Office Supplies / Expenses	21.76	100.00	-78.24	21.76%	452.95	1,100.00	-647.05	41.18%
Parts / Supplies / Repairs	6,179.58	300.00	5,879.58	2059.86%	9,177.53	3,300.00	5,877.53	278.11%
Phone / Internet / IT	206.34	750.00	-543.66	27.51%	8,879.45	8,250.00	629.45	107.63%
Travel / Training	415.00	375.00	40.00	110.67%	1,299.74	4,125.00	-2,825.26	31.51%
Utilities	759.39	375.00	384.39	202.50%	5,806.09	4,125.00	1,681.09	140.75%
Vehicle/Repair/Maintenance		415.00	-415.00	0.00%	8,391.47	4,565.00	3,826.47	183.82%
Workers Comp	540.47		540.47		540.47	0.00	540.47	
Total Maint & Operations (FD)	\$ 10,114.44	\$ 4,766.00	\$ 5,348.44	212.22%	\$ 68,168.83	\$ 73,426.00	-\$ 5,257.17	92.84%
Payroll (FD)			0.00		0.00	0.00	0.00	
Employee Benefits	1,151.76	1,192.75	-40.99	96.56%	13,917.72	13,120.25	797.47	106.08%
Salary / Wage / Payroll Tax	5,250.73	4,246.33	1,004.40	123.65%	48,346.32	48,709.63	1,636.69	103.50%
Total Payroll (FD)	\$ 6,402.49	\$ 5,439.08	\$ 963.41	117.71%	\$ 62,264.04	\$ 59,828.88	\$ 2,434.16	104.07%
Total Fire Department	\$ 16,516.93	\$ 10,205.08	\$ 6,311.85	161.85%	\$ 130,432.87	\$ 133,255.88	-\$ 2,823.01	97.88%
General Government			0.00		0.00	0.00	0.00	
Capital Outlay (GG)		0.00	0.00		392,220.15	437,510.00	-45,289.85	89.65%
Maint & Operations (GG)			0.00		0.00	0.00	0.00	
ALL Insurance		520.00	-520.00	0.00%	6,972.59	5,720.00	1,252.59	121.90%
Bank/Card Fees	223.76	200.00	23.76	111.88%	2,461.14	2,200.00	261.14	111.87%
Budget / Other Publications		250.00	-250.00	0.00%	396.19	2,750.00	-2,353.81	14.41%
Contract Labor	1,300.00	1,560.00	-260.00	83.33%	14,228.75	17,160.00	-2,931.25	82.92%
Dues & Memberships	1,548.28	320.00	1,228.28	483.84%	3,317.28	3,520.00	-202.72	94.24%
Emergency Management		100.00	-100.00	0.00%	42.25	1,100.00	-1,057.75	3.84%

LEDA Maint & Operations		300.00	-300.00	0.00%	2,590.64	3,300.00	-709.36	78.50%
Office Supplies / Expenses	166.17	275.00	-108.83	60.43%	2,225.23	3,025.00	-799.77	73.56%
Parks Commission	1,495.00	265.00	1,230.00	564.15%	38,499.98	38,650.00	-150.02	99.61%
Parts / Supplies / Repairs		200.00	-200.00	0.00%	4,507.44	2,200.00	2,307.44	204.88%
Phone / Internet / IT	561.78	600.00	-38.22	93.63%	7,499.76	6,800.00	899.78	113.63%
Postage		150.00	-150.00	0.00%	1,510.92	1,650.00	-139.08	91.57%
Professional Services	6,890.00	3,350.00	3,540.00	205.67%	35,488.28	36,850.00	-1,361.72	96.30%
Rentals/Misc		50.00	-50.00	0.00%	389.00	550.00	-161.00	70.73%
Training / Travel	50.00	150.00	-100.00	33.33%	1,844.13	1,650.00	194.13	111.77%
Utilities	1,866.75	1,600.00	266.75	116.67%	16,852.72	17,600.00	-747.28	95.75%
Workers Comp	67.29		67.29		67.29	0.00	67.29	
Total Maint & Operations (GG)	\$ 14,169.03	\$ 9,890.00	\$ 4,279.03	143.27%	\$ 138,893.61	\$ 144,525.00	-\$ 5,631.39	96.10%
Payroll (GG)			0.00		0.00	0.00	0.00	
Employee Benefits	791.98	775.92	16.04	102.07%	8,995.50	8,535.12	460.38	105.39%
Salary / Wage / Payroll Tax	7,691.10	7,192.42	498.68	106.93%	74,188.31	79,116.62	-4,930.31	93.77%
Total Payroll (GG)	\$ 8,483.06	\$ 7,968.34	\$ 514.72	106.46%	\$ 83,181.81	\$ 87,651.74	-\$ 4,469.93	94.90%
Total General Government	\$ 22,652.09	\$ 17,858.34	\$ 4,793.75	126.84%	\$ 614,295.57	\$ 669,886.74	-\$ 55,391.17	91.73%
Police Department			0.00		0.00	0.00	0.00	
Capital Outlay (PD)			0.00		14,189.91	0.00	14,189.91	
Maint & Operations (PD)			0.00		0.00	0.00	0.00	
ALL Insurance	500.00	440.00	60.00	113.64%	13,980.21	4,840.00	9,140.21	288.85%
Attorney & Judge	4,750.00	1,900.00	2,850.00	250.00%	19,000.00	20,900.00	-1,900.00	90.91%
Code/ACO		75.00	-75.00	0.00%	77.35	825.00	-747.65	9.38%
Credit Card Fees	100.00	200.00	-100.00	50.00%	1,289.91	2,200.00	-910.09	58.83%
Fuel	3,156.92	3,800.00	-643.08	83.08%	33,269.45	41,800.00	-8,530.55	79.59%
Jail / Prisoner Fees	498.75	600.00	-101.25	83.13%	3,148.70	6,600.00	-3,451.30	47.71%
Office Supplies / Expenses	168.82	235.00	-66.18	71.84%	3,501.09	2,585.00	916.09	135.44%
OSB/OTHER Fees	1,056.02	1,900.00	-843.98	55.58%	12,558.14	20,900.00	-8,341.86	60.09%
Parts / Supplies / Repairs	1,159.80	825.00	334.80	140.58%	17,694.88	9,075.00	8,619.88	194.98%
Phone / Internet / IT	1,221.85	2,580.00	-1,358.15	47.36%	19,357.87	28,380.00	-9,022.13	68.21%
Training / Travel	250.00	200.00	50.00	125.00%	1,983.03	2,200.00	-216.97	90.14%
Uniforms		150.00	-150.00	0.00%	2,544.99	1,650.00	894.99	154.24%
Utilities	410.93	230.00	180.93	178.67%	2,467.05	2,530.00	-62.95	97.51%
Workers Comp	4,438.40		4,438.40		4,438.40	0.00	4,438.40	
Total Maint & Operations (PD)	\$ 17,711.49	\$ 13,136.00	\$ 4,576.49	134.84%	\$ 135,311.07	\$ 144,485.00	-\$ 9,173.93	93.85%
Payroll (PD)			0.00		0.00	0.00	0.00	
Employee Benefits	8,024.59	8,416.50	-391.91	95.34%	86,393.76	92,581.50	-6,187.74	93.32%
Salary / Wage / Payroll Tax	30,444.14	28,897.25	1,546.89	105.35%	302,022.71	317,869.75	-15,847.04	95.01%
Total Payroll (PD)	\$ 38,468.73	\$ 37,313.75	\$ 1,154.98	103.10%	\$ 388,416.47	\$ 410,451.25	-\$ 22,034.78	94.63%
Total Police Department	\$ 58,180.22	\$ 50,448.75	\$ 5,731.47	111.36%	\$ 537,917.45	\$ 564,936.25	-\$ 17,018.80	96.93%
Total Expenses	\$ 96,349.24	\$ 78,512.17	\$ 16,837.07	121.45%	\$ 1,282,645.89	\$ 1,367,878.87	-\$ 75,232.98	94.46%
Net Operating Income	\$ 61,846.83	\$ 13,754.83	\$ 48,092.00	449.64%	\$ 224,344.11	-\$ 148,268.87	\$ 372,612.98	-151.31%
Other Expenses								
Payroll Suspense	0.00		0.00		0.00	0.00	0.00	
Transfer to LPWA	613.00	613.00	0.00	100.00%	16,923.00	15,905.00	1,018.00	106.40%
Transfers In/Out	-116.50		-116.50		763.00	0.00	763.00	
Transfers In/Out (GG)	0.00		0.00		-48.50	0.00	-48.50	
Total Other Expenses	\$ 496.50	\$ 613.00	-\$ 116.50	81.00%	\$ 17,637.50	\$ 15,905.00	\$ 1,732.50	110.89%
Net Other Income	-\$ 496.50	-\$ 613.00	\$ 116.50	81.00%	-\$ 17,637.50	-\$ 15,905.00	-\$ 1,732.50	110.89%
Net Income	\$ 61,350.33	\$ 13,141.83	\$ 48,208.50	466.83%	\$ 206,706.61	-\$ 164,173.87	\$ 370,880.48	-125.91%

Town of Luther
Profit and Loss
July 2022 - May 2023

	<u>Total</u>
Income	
Donations	3,743.00
Fines & Forfeitures	93,465.08
Grant Revenue	248,183.89
Interest/Insurance Subsidy	39,362.41
Licenses & Permits	38,890.88
Miscellaneous	664.00
Other/Rents/Fees	135,964.59
Reimbursement SRO	106,354.02
Tax Revenues	
Alcoholic Beverage Taxes	4,431.89
Capital Improvement-Sales Tax	97,379.28
Cigar & Cigarette Taxes	4,142.04
Franchise Taxes	38,620.71
Gasoline Tax	2,426.33
Motor Vehicle Taxes	11,706.66
Sales Taxes	531,411.96
Use Taxes	150,243.26
Total Tax Revenues	<u>\$ 840,362.13</u>
Total Income	<u>\$ 1,506,990.00</u>
Gross Profit	<u>\$ 1,506,990.00</u>
Expenses	
Fire Department	
Maint & Operations (FD)	
ALL Insurance	5,201.89
Bunker Gear/Uniforms	16,879.78
Dues/Memberships/Vol Pension	2,456.44
Equipment Repairs/Mtc	1,354.93
Fuel	7,728.09
Office Supples / Expenses	452.95
Parts / Supplies / Repairs	9,177.53
Phone / Internet / IT	8,879.45
Travel / Training	1,299.74
Utilities	5,806.09
Vehicle/Repair/Maintenance	8,391.47
Workers Comp	540.47
Total Maint & Operations (FD)	<u>\$ 68,168.83</u>
Payroll (FD)	
Employee Benefits	13,917.72
Salary / Wage / Payroll Tax	48,346.32
Total Payroll (FD)	<u>\$ 62,264.04</u>

Total Fire Department	\$ 130,432.87
General Government	
Capital Outlay (GG)	392,220.15
Maint & Operations (GG)	
ALL Insurance	6,972.59
Bank/Card Fees	2,461.14
Budget / Other Publications	396.19
Contract Labor	14,228.75
Dues & Memberships	3,317.28
Emergency Management	42.25
LEDA Maint & Operations	2,590.64
Office Supplies / Expenses	2,225.23
Parks Commission	38,499.98
Parts / Supplies / Repairs	4,507.44
Phone / Internet / IT	7,499.78
Postage	1,510.92
Professional Services	35,488.28
Rentals/Misc	389.00
Training / Travel	1,844.13
Utilities	16,852.72
Workers Comp	67.29
Total Maint & Operations (GG)	\$ 138,893.61
Payroll (GG)	
Employee Benefits	8,995.50
Salary / Wage / Payroll Tax	74,186.31
Total Payroll (GG)	\$ 83,181.81
Total General Government	\$ 614,295.57
Police Department	
Capital Outlay (PD)	14,189.91
Maint & Operations (PD)	
ALL Insurance	13,980.21
Attorney & Judge	19,000.00
Code/ACO	77.35
Credit Card Fees	1,289.91
Fuel	33,269.45
Jail / Prisoner Fees	3,148.70
Office Supplies / Expenses	3,501.09
OSBI/OTHER Fees	12,558.14
Parts / Supplies / Repairs	17,694.88
Phone / Internet / IT	19,357.87
Training / Travel	1,983.03
Uniforms	2,544.99
Utilities	2,467.05
Workers Comp	4,438.40
Total Maint & Operations (PD)	\$ 135,311.07
Payroll (PD)	
Employee Benefits	86,393.76

Salary / Wage / Payroll Tax	302,022.71
Total Payroll (PD)	<u>\$ 388,416.47</u>
Total Police Department	<u>\$ 537,917.45</u>
Total Expenses	<u>\$ 1,282,645.89</u>
Net Operating Income	<u>\$ 224,344.11</u>
Other Expenses	
Payroll Suspense	0.00
Transfer to LPWA	16,923.00
Transfers In/Out	763.00
Transfers In/Out (GG)	-48.50
Total Other Expenses	<u>\$ 17,637.50</u>
Net Other Income	<u>-\$ 17,637.50</u>
Net Income	<u>\$ 206,706.61</u>

December 13, 2022 January 10, 2023 February 14, 2023 March 14, 2023 April 11, 2023 May 9, 2023 June 13, 2023

Capital Improvement Fund	\$61,159.46	\$61,188.55	\$86,954.50	\$86,991.85	\$87,033.22	\$112,979.58	\$113,033.31
Cemetery Care Fund	\$9,619.62	\$9,619.70	\$9,661.78	\$9,661.85	\$9,703.93	\$9,704.01	\$9,956.09
Econ Dev Authority-LEDA	\$2,796.62	\$2,796.64	\$2,796.66	\$2,796.68	\$2,796.70	\$2,796.72	\$2,796.74
Fire Department Grant	\$21,156.78	\$21,156.96	\$21,157.14	\$21,157.30	\$21,157.48	\$21,157.65	\$21,157.83
General Fund	\$703,343.28	\$716,436.38	\$787,817.42	\$742,773.52	\$754,785.93	\$763,634.08	\$815,173.10
LPWA Fund	\$128,479.45	\$119,513.79	\$124,088.41	\$122,409.19	\$124,657.32	\$127,069.64	\$133,199.28
LPWA Utility Deposits	\$35,207.82	\$35,708.12	\$35,708.42	\$35,708.69	\$35,708.99	\$35,709.28	\$36,009.59
Rainy Day Fund LPWA	\$8,568.77	\$8,568.84	\$8,568.91	\$8,568.98	\$8,569.05	\$8,569.12	\$8,569.19
Rainy Day Fund Town	\$3,365.82	\$3,365.85	\$3,365.88	\$3,365.91	\$3,365.94	\$3,365.97	\$3,366.00
Technology Fee Account	\$28,113.49	\$28,669.12	\$29,094.08	\$29,796.24	\$30,216.51	\$30,453.29	\$30,964.15
TOTALS	\$1,001,811.11	\$1,007,023.95	\$1,109,213.20	\$1,063,230.21	\$1,077,995.07	\$1,115,439.34	\$1,174,225.28

LPWA Fund	\$8,637.89	\$8,637.96	\$8,638.03	\$8,638.13	\$8,638.16	\$8,638.24	\$8,638.31
Town of Luther	\$154,086.06	\$154,087.33	\$154,088.63	\$154,089.94	\$154,091.12	\$154,092.43	\$154,093.70
Town of Luther	\$111,843.58	\$111,844.22	\$111,845.17	\$111,846.12	\$111,846.98	\$111,847.93	\$111,849.09
LPWA Fund	\$26,245.76	\$26,245.91	\$26,246.13	\$26,246.35	\$26,246.55	\$26,246.78	\$26,247.05
Town of Luther	\$151,498.88	\$151,500.16	\$151,501.45	\$151,502.61	\$151,503.90	\$151,505.14	\$151,506.43
TOTALS	\$452,312.17	\$452,315.58	\$452,319.41	\$452,323.15	\$452,326.71	\$452,330.52	\$452,334.58

SALES AND USE TAX REPORT

month/year rec'd	Total sales tax rec'd	Total use tax rec'd	TOTAL SALES AND USE	12.5% sales to cap imp	12.5% use to cap imp	TOTAL TO Cap Imp	TOTAL TO Sales Tax	TOTAL TO Use Tax	confirm calculations
Dec-22	71,316.01	14,952.81	86,268.82	8,914.50	1,869.10	10,783.60	62,401.51	13,083.71	86,268.82
Jan-22	60,445.99	21,009.23	81,455.22	7,555.75	2,626.15	10,181.90	52,890.24	18,383.08	81,455.22
Feb-22	47,190.09	20,591.06	67,781.15	5,898.77	2,573.88	8,472.65	41,291.32	18,017.18	67,781.15
Mar-22	40,730.13	9,892.36	50,622.49	5,091.27	1,236.55	6,327.82	35,638.86	8,655.81	50,622.49
Apr-22	64,627.02	16,703.86	81,330.88	8,078.38	2,087.98	10,166.38	56,548.64	14,615.86	81,330.88
May-22	55,883.66	14,491.76	70,375.42	6,985.46	1,811.47	8,796.93	48,898.20	12,680.29	70,375.42
Jun-22	56,257.73	14,748.44	71,006.17	7,032.22	1,843.56	8,875.78	49,225.51	12,904.88	71,006.17
21-22 FY									
						63,605.06			
Jul-22	61,601.31	15,270.51	76,871.82	7,700.16	1,908.81	9,608.98	53,901.15	13,361.70	76,871.82
Aug-22	59,565.06	13,879.33	73,444.39	7,445.63	1,734.92	9,180.55	52,119.43	12,144.41	73,444.39
Sep-22	55,772.06	16,433.29	72,205.35	6,971.51	2,054.16	9,025.67	48,800.55	14,379.13	72,205.35
Oct-22	55,304.11	14,676.51	69,980.62	6,913.01	1,834.56	8,747.58	48,391.10	12,841.95	69,980.62
Nov-22	49,654.08	12,773.71	62,427.79	6,206.76	1,596.71	7,803.47	43,447.32	11,177.00	62,427.79
Dec-22	57,062.74	14,132.57	71,195.31	7,132.84	1,766.57	8,899.41	49,929.90	12,366.00	71,195.31
Jan-23	49,047.21	20,665.87	69,713.08	6,130.90	2,583.23	8,714.14	42,916.31	18,082.64	69,713.08
Feb-23	50,145.28	23,054.35	73,199.63	6,268.16	2,881.79	9,149.95	43,877.12	20,172.56	73,199.63
Mar-23	53,382.47	10,894.79	64,277.26	6,672.81	1,361.85	8,034.66	46,709.66	9,532.94	64,277.26
Apr-23	56,535.84	12,652.40	69,188.24	7,066.98	1,581.55	8,648.53	49,468.86	11,070.85	69,188.24
May-23	59,257.77	17,273.24	76,531.01	7,407.22	2,159.16	9,566.38	51,850.55	15,114.08	76,531.01
Jun-23	55,874.92	16,503.45	72,378.37	6,984.37	2,062.93	9,047.30	48,890.56	14,440.52	72,378.37
	663,202.85	188,210.02	851,412.87	82,900.36	23,526.25	106,426.61	580,302.49	164,683.76	851,412.87



MAY 2023

Luther Police Department Stats

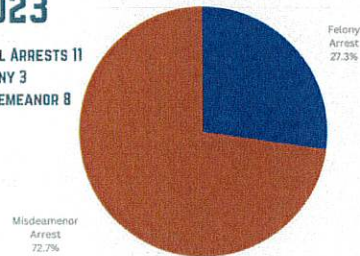
Total calls for service

269

- Burglary 2
- Fire call 2
- Medical call 0
- Agency assist 19
- Animal complaint 5
- Livestock complaint 1
- Motorist assist 3
- Theft/larceny 2
- Suspicious vehicle 4
- Suspicious person 3
- Follow-up investigation 5
- Welfare check 3
- Reckless driver 3
- Alarm call 4
- Extra patrol/business check 48
- Pursuit 1
- Recovered stolen property 1

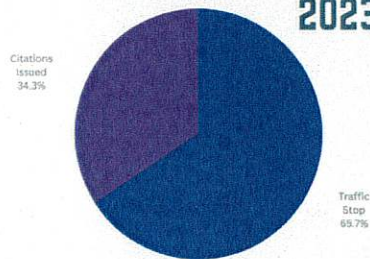
MAY 2023

TOTAL ARRESTS 11
FELONY 3
MISDEMEANDR 8



TRAFFIC STOPS 111
CITATIONS ISSUED 58

MAY 2023





LPWA MONTHLY REPORT

May 2023

Start New Service	13
Re-start Service	0
Stop Service	5
Leaks	3
Sewer Problems	1
New Meters	1
Accounts Billed	604
Late Accounts Billed	56

Cathy Schmitz
Utility Clerk

PUBLIC NOTICE OF HEARING FOR PROPOSED BUDGET

A Public Hearing on the FY 2023-2024 Town of Luther and Luther Public Works Authority Budgets will be held at 7:00 PM on Tuesday, June 13, 2023, at Luther Town Hall, 108 S. Main, Luther, OK 73054, for the purpose of discussing and finalizing the Town of Luther and Luther Public Works Authority budgets for the fiscal year beginning July 1, 2023. The public hearing is open to the public and citizen comments on the proposed budget will be welcome. Copies of the proposed budgets are available at Luther Town Hall, 108 S. Main, Luther, OK, online at townoflutherok.com, and a copy of the budget summary is attached.

Scherrie Pidcock, Town Clerk

May 24, 2023

TOWN OF LUTHER BUDGET SUMMARY FY 2023-2024

	BUDGET FY 2021-22	BUDGET FY-2022-23	PROPOSED FY 2023-2024
Revenues			
Taxes	\$712,545	\$793,370	\$896,320
Grant Revenue	\$133,999	\$0	\$307,000
Interest/Ins Subsidy	\$21,600	\$13,200	\$13,200
Licenses/Permits	\$18,000	\$26,400	\$36,000
School Resource Officer	\$33,960	\$113,687	\$157,308
Fire Subscription Fees	\$36,000	\$0	\$0
Other/Rents/Fees	\$30,225	\$28,200	\$34,200
Fines & Forfeitures	\$180,000	\$144,000	\$108,000
ARPA Funds	\$153,610	\$153,610	\$0
Total Revenues	<u>\$1,319,939</u>	<u>\$1,272,467</u>	<u>\$1,552,028</u>
Expenditures			
Personnel Services	\$447,813	\$608,654	\$647,737
Maintenance & Operations	\$327,606	\$395,427	\$723,828
Debt Service	\$10,080	\$0	\$0
Capital Outlay	\$500,409	\$448,010	\$146,800
Total Expenditures	<u>\$1,285,908</u>	<u>\$1,452,091</u>	<u>\$1,518,365</u>
Transfers In/Out		-\$16,518	-\$20,040
Transfers In/Out	\$33,144	<u>\$196,375</u>	<u>-\$7,356</u>
		<u>\$179,857</u>	<u>-\$27,396</u>
Net Revenue	\$887	\$233	\$6,267

LUTHER PUBLIC WORKS AUTHORITY BUDGET SUMMARY FY 2023-2024

	BUDGET FY 2021-22	BUDGET FY 2022-23	PROPOSED FY 2023-2024
Revenues			
Water	\$129,600	\$130,800	\$139,920
Water drop sales	\$1,800	\$3,000	\$2,400
Sewer	\$56,220	\$60,000	\$70,200
Trash	\$143,820	\$152,400	\$157,680
Interest/Rents	\$19,200	\$19,200	\$18,600
Sales Tax	\$33,144	\$16,518	\$7,356
Total Revenues	<u>\$383,784</u>	<u>\$381,918</u>	<u>\$396,156</u>
Operating Expenses			
Personnel Services	\$135,565	\$142,826	\$157,711
Maintenance & Operations	\$110,844	\$111,512	\$121,455
Sanitation	\$103,800	\$110,364	\$117,600
Debt Repayment	\$33,144	\$16,518	\$7,356
Total Operating Expense	<u>\$383,353</u>	<u>\$381,220</u>	<u>\$404,122</u>
Depreciation			
Capital Outlay	\$0	\$30,000	\$104,000
Transfers In/Out	\$0	\$30,000	\$20,040
Transfers In/Out			<u>\$92,000</u>
Net Revenue	\$431	\$698	\$74

RESOLUTION NO. 2023-01R

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER,
OKLAHOMA, ADOPTING THE FISCAL YEAR 2023-2024 ANNUAL BUDGET FOR
THE TOWN IN ACCORDANCE WITH THE PROVISIONS OF
THE MUNICIPAL BUDGET ACT**

WHEREAS, the Board of Trustees of the Town of Luther, Oklahoma, desires for the provisions of the Municipal Budget Act (11 O.S. §17-201, et seq.) (“Act”) to apply to the Town; and,

WHEREAS, the Public Hearing process set forth in the Act has been completed; and,

WHEREAS, the Act requires the annual budget to be adopted by the governing body of the Town by resolution no later than seven (7) days prior to the beginning of the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, THAT:

1. The provisions of the Municipal Budget Act (11 O.S. §17-201, et seq.) are hereby adopted.
2. The accompanying budget document sets forth the estimated revenues and appropriations for each fund of the Town and is hereby formally adopted by the Board of Trustees of the Town of Luther, Oklahoma.
3. The accompanying budget document complies with the requirements of the Municipal Budget Act by including:
 - * A complete financial plan for the Town, showing revenues and expenditures, past and anticipated
 - * A Budget Message
 - * A Budget Summary for all Funds
 - * Fund Budget Summaries showing estimates of revenues and expenditures by Departmental Appropriations by Account Category
3. In accordance with the Act, the Board of Trustees has determined that expenditures and encumbrances may not be authorized that exceed the available appropriation of any department of any fund.
4. Only the Board of Trustees may authorize Budget Amendments involving any supplement, decrease or inter-departmental transfer or appropriation.

ADOPTED BY THE BOARD OF TRUSTEES ON THIS 13TH DAY OF JUNE, 2023.

MAYOR

ATTEST:

TOWN CLERK

Approved as to form and legality:

TOWN ATTORNEY

TOWN OF LUTHER, OKLAHOMA

ORDINANCE NO. _____

AN ORDINANCE GRANTING A NONEXCLUSIVE PERMIT TO COXCOM, LLC., ITS SUCCESSORS AND ASSIGNS TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM WITHIN THE TOWN OF LUTHER, OKLAHOMA FOR A PERIOD NOT TO EXCEED TEN YEARS; DEFINING THE NATURE OF THE AGREEMENT; STATING THE OBLIGATIONS OF COXCOM, LLC.; STATING THE OBLIGATIONS OF THE TOWN; PROVIDING FOR CODIFICATION.

NOW THEREFORE, be it ordained by the Board of Trustees of the Town of Luther, Oklahoma:

WHEREAS, This Non- Exclusive Permit and Agreement (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between the Town of Luther, a municipal corporation, hereinafter referred to as the “Town,” and CoxCom, LLC., a Delaware limited liability company hereinafter referred to as “Cox”, “Company,” or “Grantee” with Cox and Town sometimes separately referred to hereinafter as a “party,” and sometimes collectively as “parties.”

WHEREAS, The Town, having determined that the financial, legal, and technical ability of Cox is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Agreement with Cox for the construction and operation of a Cable System on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, the parties agree as follows:

1. Term of Non-exclusive Permit and Agreement: This non-exclusive Permit and Agreement shall take effect upon approval hereof by Cox and by the Board of Trustees of the Town and shall be effective for a term of ten (10) years thereafter. Prior to the end of this term, the parties agree to enter into good faith negotiations regarding a possible renewal and/or modification and/or extension of this Agreement.

2. Nature of Agreement:

(A) No privilege or exemption shall be granted or conferred by this Agreement except those specifically prescribed herein.

(B) Any right or power in, or duty impressed upon, any officer, employee, department, or board of the Town by this Agreement shall be subject to transfer by the Town to any other officer, employee, department, or board of the Town.

(v) administrative charges related to the provision of Cable Services, including, but not limited to, service order and service termination charges;

(vi) amounts billed to Cable Services subscribers to recover the Permit Fee authorized by this section.

(2) For purposes of this Agreement, gross revenues do not include:

(i) Uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected, less expenses of collection, shall be included in gross revenues in the period collected;

(ii) late payment fees;

(iii) revenues from contracts for in-home maintenance service unless they relate solely to maintenance on equipment used only for the provisioning of Cable Services and not for the provisioning of any other service provided by Cox or its affiliates;

(iv) amounts billed to Cable Services subscribers to recover taxes, fees or surcharges imposed upon Cable Services subscribers in connection with the provision of Cable Services, other than the Permit Fee authorized by this section;

(v) revenue from the sale of capital assets or surplus equipment; or

(vi) charges, other than those described in subsection (1), that are aggregated or bundled with amounts billed to Cable Services subscribers.

(3) "Gross Revenues" which are subject to the Permit Fee paid by Cox additionally include a pro rata portion of all revenue collected by Cox pursuant to compensation arrangements for advertising (less any commissions Cox receives from any third parties for advertising) and home-shopping sales derived from the operation of Cox's Cable System within the Town. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in the Town divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

(4) Bundling discounts shall be apportioned fairly among video and other services. Cox shall not apportion revenue in such a manner as to avoid the Permit Fee.

(5) In the event that any other video services provider, including but not limited to a cable operator or open video service provider, enters into any agreement or makes any arrangement with Town during the term of this Agreement whereby it is required or allowed to pay a fee to the Town that is similar to the Permit Fee described herein, Town shall allow Cox to substitute the definition of "gross revenue" set forth in that agreement or arrangement for the definition of "gross revenue" set forth in this Agreement immediately upon request of Cox.

(6) In the event that any other municipality enters into any agreement or makes any arrangement with Cox during the term of this Agreement whereby Cox is required or allowed to pay a fee to the Town that is similar to the Permit Fee described

to the Town. Upon written request, Cox shall provide a certificate of insurance showing evidence of coverage required by this Section.

(G) The Grantee agrees to indemnify, save and hold harmless, and defend the Town, its officers agents and employees, from and against any and all liability for damage and for any liability or claim resulting from property damage or bodily injury (including accidental death) which arise out of the Grantee's construction, operation maintenance of its Cable System, or damages arising out of any provisions or requirement of this ordinance or its enforcement, including but not limited to, reasonable attorney's fees and costs.

4. Obligations of Town. Town will not attempt to nor subject the provision of Cox's Cable Service to regulation under any provision of the Town's cable television or broadband telecommunications Permit ordinance or similar ordinance(s) that are inconsistent with or more burdensome than those contained herein. In addition:

(A) Town agrees to subject the construction and installation of the facilities that will be used in whole or in part to provide Cox's Cable Service to the same process and review as it subjects the installation and construction of traditional telecommunications infrastructure;

(B) Town agrees not to unreasonably block, restrict, or limit the construction and installation of facilities that will be used in whole or in part to provide Cox's Cable Service;

(C) Town agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with placement of communications or transmission facilities of any kind in a timely and prompt manner;

(D) Cox represents and claims that its Cable Service is a "cable service" under federal law and will comply with all obligations imposed by federal law on cable operators. This Agreement shall not apply to any service Cox provides that is not a "cable service" as such service is defined under federal law.

5. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.

6. Entire Agreement. This Agreement constitutes the entire agreement between Town and Cox with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between Town and Cox regarding the subject matter hereof.

7. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

12. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, or any reason, held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed to be a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance, except that the effective date provision of this ordinance shall not be severable from the operative provisions of this ordinance.

PASSED AND APPROVED by the Board of Trustees of The Town of Luther, Oklahoma, on the ____ day of _____, 2023, with the emergency clause having been voted upon separately.

Town of Luther, Oklahoma

By: _____

ATTEST:

(SEAL)

REVIEWED as to form and legality this ____ day of _____, 2023.

Town Attorney



Town Manager <office@townoflutherok.com>

Grateful and Honored to Serve - Regrettable Resignation

1 message

Joshua Rowton <trustee5@townoflutherok.com>

Thu, Jun 8, 2023 at 5:40 PM

To: "trustee1@townoflutherok.com" <trustee1@townoflutherok.com>

Cc: Town Manager <office@townoflutherok.com>, "bethanne@thechildsfirm.com" <bethanne@thechildsfirm.com>

Mr. Mayor,

I have been esteemed, honored, and grateful to serve The Town of Luther and it's people. I am honored to have served with you, Sherrie and Mayor Arps. I am grateful and humbled to have been a recipient of Beth Anne's pen taps of wise counsel during our ever more efficiently and succinctly run meetings.

I believe the public trust, local government, and individual liberty will be won or lost on a local level, so I hope that this will be the foremost priority when conducting business through our republican form of government.

It is with great regret and much prayerful deliberation that I must tender my resignation to you and the other fine members of The Board. The last two years have been an excellent experience and one of learning and growth for me. Due to family illness, business, and other personal matters too delicate to discuss with any specificity, I am compelled to make this resignation effective immediately.

I do plan to come and thank everyone personally within the next two weeks.

I pray God's wisdom, protection, confidence, boldness, righteous zeal and judgement, and The Blood of Jesus over each one of you and this town.

Hebrews 10:32-39 (KJV)

32 But call to remembrance the former days, in which, after ye were illuminated, ye endured a great fight of afflictions; 33 Partly, whilst ye were made a gazingstock both by reproaches and afflictions; and partly, whilst ye became companions of them that were so used. 34 For ye had compassion of me in my bonds, and took joyfully the spoiling of your goods, knowing in yourselves that ye have in heaven a better and an enduring substance.

35 Cast not away therefore your confidence, which hath great recompence of reward. 36 For ye have need of patience, that, after ye have done the will of God, ye might receive the promise. 37 For yet a little while, and he that shall come will come, and will not tarry. 38 Now the just shall live by faith: but if any man draw back, my soul shall have no pleasure in him. 39 But we are not of them who draw back unto perdition; but of them that believe to the saving of the soul.

Thanks and Blessings in Jesus' name.

Respectfully,

Joshua J. Rowton

June 3, 2023

Dear Luther Park Commissioners:

It is with a heavy heart that I must resign my position on the Luther Parks Commission Board. To say that I have enjoyed all the people that I have met and worked with through this board is an understatement. This board has been a true blessing in my life for 6 years. My life and work have recently changed which means I am not available to attend meetings on the first Thursday of the month at 6:30pm. I have shortened my work week and I now am working until 8pm on Thursday nights.

I am committed to the work the board does for our community. I would like to respectfully ask to join the Friends of the Park and assist in any way possible with our mission to improve our parks for the children and citizens of Luther. It is my understanding that there are no set requirements for attending meetings. In fact, I am told I can participate by phone/ZOOM if I have a free moment in the evenings at the clinic.

I have duties that I have volunteered for and I plan on doing those tasks. I will get circus flyers to the Luther Schools. I will help with the Christmas Carriage Rides and be the point of contact with Tom Peterson.

Thank you for 6 wonderful years. I wish the Board the very best, and I look forward to being of assistance through the Friends of the Park.

Sincerely,
Rosemarie Strong



REAP CONTRACTS

PART I - CONTRACT SUMMARY

Contract Title: Rural Economic Action Plan (REAP) Funds
Contract Number: **2023 REAP GRANT E1-2023-9**
Contracting Agency: Association of Central Oklahoma Governments (ACOG)
Grant Recipient: Town of Luther
108 S Main
Luther, OK 73054

Description of Project(s): Addition of gate and insertion valves to Luther water distribution

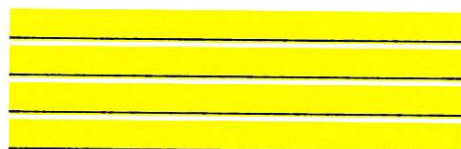
FUNDS

Amount: \$ 99,999
Source: Senate Bill 1040, 58th Oklahoma Legislature (2022)

Submit Requisitions To:

Issue Payment To:

Association of Central Oklahoma Governments
Attn: Christopher Bluth, CED Manager
4205 N. Lincoln Blvd.
Oklahoma City, OK 73105



AGREEMENT COMPONENTS:

Part I - Summary and Signatures
Part II - Terms and Conditions

SIGNATURES - EXECUTION OF CONTRACT

RECIPIENT: Town of Luther

Association of Central Oklahoma Governments

Authorized Official

Mark W. Sweeney, AICP, Executive Director

Date

Date



PART II - TERMS AND CONDITIONS

1. TERM OF CONTRACT

This Agreement shall become effective on the date signed by ACOG and shall remain in effect for a period of one year unless extended in accordance with the provisions in this contract.

2. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to the Association of Central Oklahoma Governments (ACOG) by the State of Oklahoma for the REAP Program. Notwithstanding any other provisions, payments to the Recipient by ACOG are subject to the availability of such funds, as determined by State action and/or law. ACOG may take any action necessary in accordance with such determination.

3. MODIFICATION (AMENDMENT)

- a. This contract is subject to such modification as may be required by State law or regulations. Any such modification may be done unilaterally by ACOG.
- b. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon written agreement of the duly authorized representatives of both parties.
- c. Revisions to the contract must be approved in writing in advance by ACOG.
- d. A waiver by ACOG of any provision of this contract must be in writing and signed by the Executive Director of ACOG or his designee.

4. FUNDING

ACOG will provide funding for the project up to the total contract amount, and in accordance with Section 2 of this contract.

5. RECIPIENT

- a. The Recipient will provide the necessary personnel, facilities, supplies, equipment, and/or related resources and skills to accomplish all projects in accordance with the terms and conditions of this contract. The Recipient agrees to perform those duties, obligations, and representations contained in this contract and all amendments thereto submitted to and accepted by ACOG, and to be bound by the provisions of all - subcontracts, said recipient's grant application **E1-2023-9** being incorporated herein and made a part hereof by reference.
- b. All of the work and services required shall be performed by the Recipient, or be performed under the Recipient's supervision, and all personnel engaged therein must be fully qualified and authorized under State and local law to perform such work and services.
- c. None of the work and services covered by this contract may be subcontracted without prior written approval of ACOG.
- d. In no event will this contract or any subcontract incur obligation on the part of ACOG beyond that stated in Section 3, above.

6. EMPLOYEE BENEFITS

The Recipient shall have full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and Federal income tax, and any other deductions required by law for their employees.

7. CERTIFICATIONS BY RECIPIENT

- a. The Recipient expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all State statutes and other legal authority. The Recipient recognizes that it is responsible for assuring financial and programmatic compliance by its subcontractors.
- b. The Recipient specifically certifies and assures that:
 - It will adhere to State and Federal regulations pertaining to non-discrimination and the Americans with Disabilities Act.
 - It will maintain fiscal controls and accounting procedures adequate to ensure the proper disbursement and accounting for all funds received pursuant to this program.
- c. The Recipient certifies that it is in compliance with the provisions of 25 O.S. §1313.
- d. The Recipient specifically certifies that the nature, extent, and scope of the project to be funded is one and the same project as described in part one of this contract and as described in the recipient's grant application for project funds. The said recipient's grant application **E1-2023-9**; due date **June 28, 2024**, being incorporated herein and made a part hereof by reference.

8. HOLD HARMLESS CLAUSE

The Recipient shall, within limitations placed on such entities by State law, save harmless ACOG, its agents, officers, and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damages sustained by any person or property in consequence of any act or omission by the Recipient or any subcontractor. The Recipient shall, within limitations placed on such entities by State law, save harmless ACOG, its agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, or copyright, or from any claim or amounts arising or recovered under Workers' Compensation law or any other law. In any agreement with any subcontractor or any agent for the Recipient, the Recipient will specify that such subcontractors or agents shall hold harmless ACOG, its agents, officers, and employees for all the hereinbefore-described expenses, claims, actions, or amounts recovered.

9. POLITICAL ACTIVITY

- a. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office; nor shall any portion of the contract funds be used to further the adoption or defeat of any bond, proposal, or issue brought to a vote of the people.
- b. No portion of the contract funds may be used for lobbying activities.

10. PAYMENTS TO COMPANIES

- a. No contract funds may be paid to any corporation, limited liability company, partnership, sole proprietor, or other private entity except for services provided pursuant to a contract or as otherwise provided by Recipient's procurement policies.
- b. No contract funds may be loaned to any corporation, limited liability company, partnership, proprietor, or other legal entity.

11. NO-CONFLICT COVENANT

The Recipient covenants that no members or employees of any governing board of the Recipient or subcontractor have any personal or financial interest in this contract, direct or indirect, and that none shall acquire any such interest that would conflict with the full and complete execution of this contract. The Recipient further covenants that in the performance of this contract no person having any such interest will be employed by the Recipient or subcontractor as set forth in the Non-Collusion Affidavit attached hereto as "Exhibit A" and made a part hereof by reference.

12. PUBLICATIONS AND OTHER MATERIALS

- a. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ACOG shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract.
- b. Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning the following statement:
 - This (type of material) was financed in whole or in part by funds from the State of Oklahoma as administered by the Oklahoma Department of Commerce.

13. COMPENSATION TO RECIPIENT

- a. Funds made available pursuant to this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by ACOG. **No contract funds shall be used for expenses incurred either prior to or after the time period specified in this Contract. Contract funds shall not be used for any purpose other than those approved and agreed to by ACOG.**
- b. The funds provided under this contract shall not be used to pay any administrative/planning expenses of the entity requesting the funds or any subcontractor, or any expenses of the Recipient or subcontractor in preparation for this project. This provision shall not apply to funds provided pursuant to 62 O.S. § 2011(C).
- c. ACOG may provide for and make progressive payments to Recipient of the amount due Recipient's contractors and/or suppliers. ACOG shall require written assurances from Recipient that the work claimed on any such progressive billings has been performed or the materials received, prior to paying Recipient's progressive and final billing. ACOG may provide for and make advance payments of grant funds to Recipients of amounts due Recipients' contractors and/or suppliers, as ACOG deems necessary and appropriate, subject to availability of funds from the State.

14. TRAVEL AND PER DIEM

No travel-related costs, including per diem, shall be paid from these funds.

15. PROCUREMENT

Procurement of goods and services and the management and disposition of personal property acquired with contract funds shall be governed by the principles of the Oklahoma Central Purchasing Act, 74 O.S. §85.1, et seq.

16. RECORDS, REPORTS, DOCUMENTATION

- a. The Recipient shall maintain records and accounts, including property, personnel, and financial records that properly document and account for all project funds. Some specific types and forms of records may be required by ACOG.
- b. The Recipient shall furnish ACOG with narrative reports and financial reports related to this contract in the forms and at such times as may be required by ACOG.
- c. The Recipient shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. The Recipient shall, as ACOG deems necessary, permit authorized representatives of ACOG and the State of Oklahoma to have full access to and the right to fully examine all such materials.
- d. The Recipient has not paid, given, or donated, or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of this contract.

17. CLOSING OUT OF PERIOD FUNDED

- a. The Recipient shall promptly return to ACOG and the Rural Economic Action Plan fund any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only if goods and services have been received or a binding contract for such has been executed as of the final date of the period funded.
- b. The Recipient shall submit closeout documents no later than thirty (30) days after the final date of the period funded. Said closeout documents shall be accompanied by the Final Expenditure Report.
- c. When actual expenditures total less than the contract amount, the contract shall automatically be deobligated to actual expenditures as shown in the closeout documents and such excess funds shall be promptly returned to ACOG and the Rural Economic Action Plan fund.

18. INTERPRETATION, REMEDIES

- a. In the event the parties fail to agree on changes or interpretations of this contract, the decision of ACOG shall prevail.
- b. In the event of any disagreement between the Recipient and ACOG relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of ACOG shall prevail.

- c. Neither forbearance nor payment by ACOG shall be construed to constitute waiver of any remedies for any default or breach by the Recipient or subcontractor that exists or occurs later.
- d. This Agreement shall be construed in accordance with the Constitution and laws of the State of Oklahoma. Venue for any action to construe or have enforced any provision of this Agreement shall be in the District Court of Oklahoma County, State of Oklahoma.

19. TERMINATION OR SUSPENSION, LIQUIDATED DAMAGES

- a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- b. This contract may be terminated or suspended by ACOG, in whole or in part, for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to:
 - Recipient fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines, or procedures, or is unduly dilatory in executing its commitments under this contract.
 - Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - Recipient has submitted incorrect or incomplete documentation pertaining to this contract.
- c. In the event of termination or suspension, the Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Recipient shall reduce to the minimum possible all obligations, prepaid expenses, and other costs.
- d. The Recipient shall not be relieved of liability to ACOG for damages sustained by ACOG by virtue of any breach of this contract by Recipient or subcontractor. ACOG may withhold payments due under this contract pending resolution of the damages.
- e. Recipient shall have one (1) year from beginning day of the term of this contract to complete the project. The Executive Director of ACOG may, as he deems appropriate, grant Recipient a ninety (90) day extension after the end of said one (1) year period to complete the project. The ACOG Board may, as it deems appropriate, grant Recipient an additional ninety (90) day extension to complete the project.

20. AUDITS

- a. ACOG may obtain and review audits of the Recipients to fulfill its responsibility to ensure that all projects funded through ACOG comply with the provisions of this agreement. Such an audit of the project may be performed coincidental to any required annual financial audit of the Recipient.
- b. In the alternative, ACOG may collect documentation on all the projects it funds and have that documentation audited to insure that those projects have been performed in compliance with the provisions of this contract. Such an audit of those projects may be performed in conjunction with any required annual financial audit of ACOG.

21. ENTIRE AGREEMENT

This contract constitutes the entire agreement between ACOG and the Recipient and is final and complete. No evidence of alleged prior dealings, course of dealing or performance not specifically set out herein shall be deemed in any sense relevant to supply any unexpressed term, to supplement or qualify this contract, or to add any stipulation or obligation different from or inconsistent with the express provisions of this contract.

22. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

RECIPIENT - Town of Luther

Association of Central Oklahoma Governments

Signature of Authorized Official

Mark W. Sweeney, AICP, Executive Director

Typed/printed name and title

Date

Date



Exhibit A CONTRACTOR NON-COLLUSION AFFIDAVIT

A notarized sworn statement shall be submitted to ACOG as part of its REAP Contract for the procurement of goods and services.

_____ of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of _____ (entity), the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract.
2. (S)he is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract.
3. Neither the contractor nor anyone subject to the contractor's direction or control has paid, given, or donated, or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

The contractor further certifies that no person who has been involved in any manner in the development of that contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract.

If this contract is for professional services, as defined, and if the final product is a written proposal, report, or study, the contractor further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Signature of Authorized Official

Date

Printed Name

Title

STATE OF Oklahoma

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires: _____

Notary Public

My Commission Number: _____

**SCHOOL RESOURCE OFFICER
MUTUAL COOPERATION AGREEMENT**

This Mutual Cooperation Agreement (the Agreement) made and entered into this ____ day of _____, 2023, by and between the Town of Luther, a municipal corporation, (hereinafter the “Town”), and the Luther Public School District of Oklahoma County, Oklahoma, (hereinafter the “District”). Collectively, the Town and District are referred to as the “Parties” and individually as the “Party”.

PURPOSE:

The purpose of establishing the terms under this Agreement is to provide for the increased safety and security of the public schools of the District through the placement of a School Resource Police Officer (the “Officer”).

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 duties to be performed by the Officer. 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:

In addition to other amounts provided for under this Agreement, the District agrees to pay the Town for the use of one (1) Officer a total sum of \$46,387.00 for the term beginning August 1, 2023 through June 30, 2024 (the “Term”), payable by the 20th of each month during the Term in an amount of \$4,217.00. The Town will pay any remaining balance of the Officer’s yearly salary, benefits and any appropriate Collective Bargaining Agreement terms. District may choose to pay the entire or remaining balance on the Term in one or more lump sums but not less than \$4,217.00 monthly.

TERM OF AGREEMENT:

This Agreement shall be in effect as of the date the Agreement is signed by the Parties and shall terminate on June 30, 2024, 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 at least annually 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 Officer shall be a duly certified police officer 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 Officer 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.

ASSIGNMENT OF SCHOOL RESOURCE OFFICER:

1. The Town agrees to provide the Officer to serve as a school resource officer at the location(s) within the District as directed by the District Superintendent.
2. The primary function of the Officer shall be to assist in the safety of the students and faculty and provide campus security. Specifically, the Officer shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds, issue citations for criminal acts, and serve as liaison between the District, the Town of Luther police department, juvenile officials, probation officials, courts and other agencies of the juvenile justice system.

DUTIES OF SCHOOL RESOURCE OFFICER:

The Officer's duties will include, but not be limited to, the following:

- A. To be a certified police officer for assignments consistent with this Agreement.
- B. To be a visible, active law enforcement figure with the District dealing with law enforcement matters.
- C. 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.
- D. To provide a classroom resource for law enforcement education using approved materials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.
- G. To be available for school activities and organizations associated with the campus and as a speaker on a variety of requested topics.
- H. The Officer 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.

- I. If the District believes that in a given situation or incident there is a law violation, the District may request the Officer's involvement.
- J. All law enforcement agencies requesting to conduct a formal police interview, interrogation, and arrest of any student should be referred to the Officer.
- K. The Officer will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency and delinquency prone youths and their families. Referrals will be made when necessary.
- L. The Officer and the District will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M. The Officer may be asked to provide community wide crime prevention presentations that include, but are not limited to:
 - Drugs and the law – Adult and juvenile;
 - Alcohol and the law – Adult and juvenile;
 - Sexual assault prevention;
 - Safety programs – Adult and juvenile;
 - Bullying – In person and through cyberspace;
 - Assistance in other crime prevention programs as assigned.
- N. The Officer 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.
- O. The Officer will wear their Town authorized duty weapons in accordance with Town policy.
- P. The Officer 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.

HOURS OF WORK:

- A. Unless otherwise directed by the District, the Town shall assign the Officer to work during the instructional days of the school year from August through June. Hours of work will be Monday through Friday, eight hours a day with Saturday and Sunday off. Subject to approval of the Chief of Police, the District shall be responsible for determining a consistent eight hour schedule per day for the Officer. Should the Officer attend activities outside their regular hours under this Agreement associated with the District, the Officer shall coordinate these events with their immediate supervisor, and such time shall be compensated by District.

ACCESS TO EDUCATION RECORDS:

- A. District officials shall allow the Officer to inspect and copy and public records maintained by the District to the extent allowed by law.
- B. If confidential student records information is needed by the Officer, the information may be released only as allowed by law.

EMPLOYMENT OF SCHOOL RESOURCE OFFICER:

- A. The Officer 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 Officer 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 Officer.
- D. The Chief of Police and the District shall make a recommendation for the Officer position to the Town who shall assign such Officer. If the District is dissatisfied with an Officer who has been assigned, the District may request the Town for a new Officer. The District will forward the request to the Town for assignment of a different Officer as the Officer for that school.

WITNESS OUR HANDS this day and year first above written

“Town”

By: _____
Mayor

Date

Print: _____

“District”

By: _____
Title: _____

Date

Print: _____

By: _____
Title: _____

Date

Print: _____

**SCHOOL RESOURCE OFFICER
MUTUAL COOPERATION AGREEMENT**

This Mutual Cooperation Agreement (the Agreement) made and entered into this ____ day of _____, 2023, by and between the Town of Luther, a municipal corporation, (hereinafter the “Town”), and the Luther Public School District of Oklahoma County, Oklahoma, (hereinafter the “District”). Collectively, the Town and District are referred to as the “Parties” and individually as the “Party”.

PURPOSE:

The purpose of establishing the terms under this Agreement is to provide for the increased safety and security of the public schools of the District through the placement of a School Resource Police Officer (the “Officer”).

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 duties to be performed by the Officer. 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:

In addition to other amounts provided for under this Agreement, the District agrees to pay the Town for the use of one (1) Officer a total sum of \$42,170.00 for the term beginning August 1, 2023 through May 31, 2024 (the “Term”), payable by the 20th of each month during the Term in an amount of \$4,217.00. The Town will pay any remaining balance of the Officer’s yearly salary, benefits and any appropriate Collective Bargaining Agreement terms. District may choose to pay the entire or remaining balance on the Term in one or more lump sums but not less than \$4,217.00 monthly.

TERM OF AGREEMENT:

This Agreement shall be in effect as of the date the Agreement is signed by the Parties and shall terminate on May 31, 2024, 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 at least annually 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 Officer shall be a duly certified police officer 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 Officer 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.

ASSIGNMENT OF SCHOOL RESOURCE OFFICER:

1. The Town agrees to provide the Officer to serve as a school resource officer at the location(s) within the District as directed by the District Superintendent.
2. The primary function of the Officer shall be to assist in the safety of the students and faculty and provide campus security. Specifically, the Officer shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds, issue citations for criminal acts, and serve as liaison between the District, the Town of Luther police department, juvenile officials, probation officials, courts and other agencies of the juvenile justice system.

DUTIES OF SCHOOL RESOURCE OFFICER:

The Officer's duties will include, but not be limited to, the following:

- A. To be a certified police officer for assignments consistent with this Agreement.
- B. To be a visible, active law enforcement figure with the District dealing with law enforcement matters.
- C. 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.
- D. To provide a classroom resource for law enforcement education using approved materials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.
- G. To be available for school activities and organizations associated with the campus and as a speaker on a variety of requested topics.
- H. The Officer 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.

- I. If the District believes that in a given situation or incident there is a law violation, the District may request the Officer's involvement.
- J. All law enforcement agencies requesting to conduct a formal police interview, interrogation, and arrest of any student should be referred to the Officer.
- K. The Officer will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency and delinquency prone youths and their families. Referrals will be made when necessary.
- L. The Officer and the District will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M. The Officer may be asked to provide community wide crime prevention presentations that include, but are not limited to:
 - Drugs and the law – Adult and juvenile;
 - Alcohol and the law – Adult and juvenile;
 - Sexual assault prevention;
 - Safety programs – Adult and juvenile;
 - Bullying – In person and through cyberspace;
 - Assistance in other crime prevention programs as assigned.
- N. The Officer 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.
- O. The Officer will wear their Town authorized duty weapons in accordance with Town policy.
- P. The Officer 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.

HOURS OF WORK:

- A. Unless otherwise directed by the District, the Town shall assign the Officer to work during the instructional days of the school year from August through May. Hours of work will be Monday through Friday, eight hours a day with Saturday and Sunday off. Subject to approval of the Chief of Police, the District shall be responsible for determining a consistent eight hour schedule per day for the Officer. Should the Officer attend activities outside their regular hours under this Agreement associated with the District, the Officer shall coordinate these events with their immediate supervisor, and such time shall be compensated by District.

ACCESS TO EDUCATION RECORDS:

- A. District officials shall allow the Officer to inspect and copy and public records maintained by the District to the extent allowed by law.
- B. If confidential student records information is needed by the Officer, the information may be released only as allowed by law.

EMPLOYMENT OF SCHOOL RESOURCE OFFICER:

- A. The Officer 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 Officer 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 Officer.
- D. The Chief of Police and the District shall make a recommendation for the Officer position to the Town who shall assign such Officer. If the District is dissatisfied with an Officer who has been assigned, the District may request the Town for a new Officer. The District will forward the request to the Town for assignment of a different Officer as the Officer for that school.

WITNESS OUR HANDS this day and year first above written

“Town”

By: _____
Mayor

Date

Print: _____

“District”

By: _____
Title: _____

Date

Print: _____

By: _____
Title: _____

Date

Print: _____

**SCHOOL RESOURCE OFFICER
MUTUAL COOPERATION AGREEMENT**

This Mutual Cooperation Agreement (the Agreement) made and entered into this _____ day of _____, 2023, by and between the Town of Luther, a municipal corporation, (hereinafter the "Town"), and the Luther Public School District of Oklahoma County, Oklahoma, (hereinafter the "District"). Collectively, the Town and District are referred to as the "Parties" and individually as the "Party".

PURPOSE:

The purpose of establishing the terms under this Agreement is to provide for the increased safety and security of the public schools of the District through the placement of a School Resource Police Officer (the "Officer").

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 duties to be performed by the Officer. 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:

In addition to other amounts provided for under this Agreement, the District agrees to pay the Town for the use of one (1) Officer a total sum of \$42,170.00 for the term beginning August 1, 2023 through May 31, 2024 (the "Term"), payable by the 20th of each month during the Term in an amount of \$4,217.00. The Town will pay any remaining balance of the Officer's yearly salary, benefits and any appropriate Collective Bargaining Agreement terms. District may choose to pay the entire or remaining balance on the Term in one or more lump sums but not less than \$4,217.00 monthly.

TERM OF AGREEMENT:

This Agreement shall be in effect as of the date the Agreement is signed by the Parties and shall terminate on May 31, 2024, 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 at least annually 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 Officer shall be a duly certified police officer 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 Officer 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.

ASSIGNMENT OF SCHOOL RESOURCE OFFICER:

1. The Town agrees to provide the Officer to serve as a school resource officer at the location(s) within the District as directed by the District Superintendent.
2. The primary function of the Officer shall be to assist in the safety of the students and faculty and provide campus security. Specifically, the Officer shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds, issue citations for criminal acts, and serve as liaison between the District, the Town of Luther police department, juvenile officials, probation officials, courts and other agencies of the juvenile justice system.

DUTIES OF SCHOOL RESOURCE OFFICER:

The Officer's duties will include, but not be limited to, the following:

- A. To be a certified police officer for assignments consistent with this Agreement.
- B. To be a visible, active law enforcement figure with the District dealing with law enforcement matters.
- C. 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.
- D. To provide a classroom resource for law enforcement education using approved materials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.
- G. To be available for school activities and organizations associated with the campus and as a speaker on a variety of requested topics.
- H. The Officer 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.

- I. If the District believes that in a given situation or incident there is a law violation, the District may request the Officer's involvement.
- J. All law enforcement agencies requesting to conduct a formal police interview, interrogation, and arrest of any student should be referred to the Officer.
- K. The Officer will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency and delinquency prone youths and their families. Referrals will be made when necessary.
- L. The Officer and the District will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M. The Officer may be asked to provide community wide crime prevention presentations that include, but are not limited to:
 - Drugs and the law – Adult and juvenile;
 - Alcohol and the law – Adult and juvenile;
 - Sexual assault prevention;
 - Safety programs – Adult and juvenile;
 - Bullying – In person and through cyberspace;
 - Assistance in other crime prevention programs as assigned.
- N. The Officer 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.
- O. The Officer will wear their Town authorized duty weapons in accordance with Town policy.
- P. The Officer 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.

HOURS OF WORK:

- A. Unless otherwise directed by the District, the Town shall assign the Officer to work during the instructional days of the school year from August through May. Hours of work will be Monday through Friday, eight hours a day with Saturday and Sunday off. Subject to approval of the Chief of Police, the District shall be responsible for determining a consistent eight hour schedule per day for the Officer. Should the Officer attend activities outside their regular hours under this Agreement associated with the District, the Officer shall coordinate these events with their immediate supervisor, and such time shall be compensated by District.

ACCESS TO EDUCATION RECORDS:

- A. District officials shall allow the Officer to inspect and copy and public records maintained by the District to the extent allowed by law.
- B. If confidential student records information is needed by the Officer, the information may be released only as allowed by law.

EMPLOYMENT OF SCHOOL RESOURCE OFFICER:

- A. The Officer 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 Officer 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 Officer.
- D. The Chief of Police and the District shall make a recommendation for the Officer position to the Town who shall assign such Officer. If the District is dissatisfied with an Officer who has been assigned, the District may request the Town for a new Officer. The District will forward the request to the Town for assignment of a different Officer as the Officer for that school.

WITNESS OUR HANDS this day and year first above written

“Town”

By: _____
Mayor

Date

Print: _____

“District”

By: _____
Title: _____

Date

Print: _____

By: _____
Title: _____

Date

Print: _____

MUTUAL COOPERATION AGREEMENT FOR K-9 SUPPORT SERVICES

This Mutual Cooperation Agreement (the "Agreement") is made and entered into this ____ day of June, 2023, by and between the Town of Luther, a municipal corporation, (the "Town"), and the Luther Independent 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 \$600.00 per month for the Services beginning on the 1st day of August, 2023, and continuing throughout the Term of this Agreement.

TERM OF AGREEMENT:

This Agreement shall be in effect as of August 1, 2023, and shall terminate on May 31, 2024, 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: _____

Date

Title: _____

Print: _____

By: _____

Date

Title: _____

Print: _____



Lil Bit Western Lawn Care, L.L.C.
14729 East Memorial Rd.
Jones Ok 73049

CUSTOMER
Luther Park and Recreation

CUSTOMER NO.	320
PHONE	
ESTIMATE NO.	320-050823
ESTIMATE DATE	5/8/23

Description	Qty	Unit Price	Amount
Lawn Care Mowing Park	20	\$350.00	\$7,000.00
Spraying and Fertilization Park	5	\$600.00	\$3,000.00
Lawn Care Mowing Disc Golf	20	\$225.00	\$4,500.00
Spraying and Fertilization Disc Golf	5	\$225.00	\$1,125.00
Total			\$15,625.00

12 month contract for spraying and mowing of Park 833.33.

12 month Contract for spraying and mowing of Disc Golf 468.75



Lil Bit Western Lawn Care, L.L.C.
14729 East Memorial Rd.
Jones Ok 73049

CUSTOMER NO.	320
PHONE	
ESTIMATE NO.	320-050823
ESTIMATE DATE	5/8/23

CUSTOMER
Town of Luther

Description	Qty	Unit Price	Amount
Lawn Care Mowing Park	20	\$350.00	\$7,000.00
Lawn Care Mowing Disc Golf	20	\$225.00	\$4,500.00
Total			\$11,500.00

12 month contract for spraying and mowing of Park 833.33.
12 month Contract for spraying and mowing of Disc Golf 468.75



Lil Bit Western Lawn Care ,L,L,C.

14729 E Memorial Road, Jones, Oklahoma 73049

405-740-3091

Service Agreement

The Agreement between CSL Plasma and Lil Bit Western Lawn Care, L.L.C. is for lawn maintenance on the property located: Town of Luther/ Horseshoe park and Disc Golf

The agreement for the above-mentioned property will commence on _____ and end _____ with the option to renew.

Services to be performed are;

- X Mowing
- X Edging
- X Weed Eating
- NA Hedging/Tree trimming
- NA Flowerbed Maintenance (mulch, spring flowers, and fall flowers)
- NA Reseeding
- NA Christmas Light
- NA Winter Clean up
- NA Spraying of cracks and curbs to remove unwanted grass

Applications

- * Pre-emergent
- * Weed Killer
- * Fertilizer
- * Fertilizer
- * Post-emergent

Extras are considered anything that is not discussed or checked on this agreement. Extras will be charged by time and material.

Insurance will be in force at all times for your protection. A copy is available upon request.

Payment for the above-mentioned services will be \$ _____ per month for Twelve months total of \$ _____ with option to renew and will be mailed to Lil Bit Western Lawn Care, L.L.C. at 14729 E Memorial Road, Jones, Oklahoma 73049. Please make all checks payable to Lil Bit Western Lawn Care, L.L.C.

Name: Jason Loyd

Property Rep. (Print) _____

Signature: _____ Jason Loyd _____

Signature: _____

RESOLUTION NO. 2023-03R

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, APPROVING AND ADOPTING THE RATES AND FEES FOR WATER, SANITARY SEWER SERVICE, AND SOLID WASTE; TO BRING THE CHARGES IN LINE WITH SIMILARLY SITUATED COMMUNITIES; AND ESTABLISHING AN EFFECTIVE DATE OF AUGUST 1, 2023

WHEREAS, on May 23 and June 13, 2023, the Board of Trustees discussed the rates for solid waste, water service, and sanitary sewer service; and

WHEREAS, in order to address significant infrastructural issues and utility budget deficiencies, the Board believes that it is necessary to increase the fees for water, sanitary sewer service and solid waste disposal; and

WHEREAS, the increased rates and charges will bring current rates in line with those charges imposed by similarly situated communities; and

WHEREAS, the Board of Trustees deems it appropriate to approve and adopt the increased fees and determines that such actions are in the best interests of the Town and the health, safety and welfare of the Town and residents within and near the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, THAT the rates and fees for solid waste disposal, water service, and sanitary sewer service are increased effective August 1, 2023, in accordance with the attached Exhibit "A."

DATED this 13th day of June, 2023.

MAYOR WILLIAM T. ARPS

ATTEST:

TOWN CLERK

EXHIBIT "A"

Water

Rate		
Gallons		Effective 8.1.2023
0 to 2000		\$19.80
2001-3000	add	\$5.50
3001-4000	add	\$6.05
4001-5000	add	\$6.60
5001-6000	add	\$7.70
6001-7000	add	\$8.25
7001-8000	add	\$8.80
8001-9000	add	\$8.80
9001 or more	add	\$9.90

Sewer

Rate		
Gallons		Effective 8.1.2023
0 to 2000		\$16.50
2001-3000	add	\$1.10
3001-4000	add	\$1.10
4001-5000	add	\$2.20
5001-6000	add	\$2.20
6001-7000	add	\$2.20
7001-8000	add	\$3.30
8001-9000	add	\$3.30
9001 or more	add	\$4.40

Sanitation

Cart Size		Effective 8.1.23
1 Polycart		\$17.30
2nd Polycart		\$11.45
2yd x1		\$44.00
3yd x1		\$55.70
4yd x1		\$68.70
6yd x1		\$92.10
8yd x1		\$103.80
2yd x2		\$76.50
3yd x2		\$94.70
4yd x2		\$114.20
6yd x2		\$132.40
8yd x2		\$172.70
Extra Pick Up		\$39.00
300 Gallon Tub		\$54.40
Temp Dumpster		\$250.00

DRAFT

**TOWN OF LUTHER
2023
MANUAL OF FEES**

Effective: February 27, 2020

Updated: June 25, 2020; August 27, 2020, April 27, 2023, June 13, 2023

Town of Luther Fees

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BUILDING PERMIT FEES

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

BUILDING INSPECTIONS

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

OCCUPATIONAL LICENSES

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

CLEAN UP AND NUISANCE ABATEMENT FEES

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

ALCOHOLIC BEVERAGE FEES-ANNUAL OCCUPATION TAX

	INITIAL	RENEWAL
Brewer	\$1,250.00	\$1,250.00
Distiller	\$3,125.00	\$3,125.00
Wine Maker	\$625.00	\$625.00
Oklahoma Winemaker	\$75.00	\$75.00
Rectifier	\$3,125.00	\$3,125.00
Wholesaler	\$2,500.00	\$2,500.00
Class B Wholesaler	\$625.00	\$625.00

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

MEDICAL MARIJUANA LICENSES AND FEES

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

OIL AND GAS ACTIVITY FEES

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

UTILITY FEES

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

Water

Rate		
Gallons		Effective 8.1.2023
0 to 2000		\$19.80
2001-3000	add	\$5.50
3001-4000	add	\$6.05
4001-5000	add	\$6.60
5001-6000	add	\$7.70
6001-7000	add	\$8.25
7001-8000	add	\$8.80
8001-9000	add	\$8.80
9001 or more	add	\$9.90

Sewer

Rate		
Gallons		Effective 8.1.2023
0 to 2000		\$16.50
2001-3000	add	\$1.10
3001-4000	add	\$1.10
4001-5000	add	\$2.20
5001-6000	add	\$2.20
6001-7000	add	\$2.20
7001-8000	add	\$3.30
8001-9000	add	\$3.30
9001 or more	add	\$4.40

Sanitation

Cart Size	Effective 8.1.23
1 Polycart	\$17.30
2nd Polycart	\$11.45
2yd x1	\$44.00
3yd x1	\$55.70
4yd x1	\$68.70
6yd x1	\$92.10
8yd x1	\$103.80
2yd x2	\$76.50
3yd x2	\$94.70
4yd x2	\$114.20
6yd x2	\$132.40
8yd x2	\$172.70
Extra Pick Up	\$39.00
300 Gallon Tub	\$54.40
Temp Dumpster	\$250.00

ANIMAL FEES

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

MISCELLANEOUS PERMITS, FEES, AND LICENSES

Annual Business License	\$50.00
Daily Peddler's License	\$10.00
Weekly Peddler's License	\$25.00
Annual Peddler's License	\$100.00
Garage Sale Permit	\$5.00
Cemetery Plot	\$350.00
Cemetery Plot – 4 Plots	\$1,400.00
Event License 9-101	\$25.00
Event Vendor Fee	\$25.00
Bail Bondsman Annual License	\$25.00
Bail Bondsman Bonding Fee	\$10.00
Vehicle Impound Release	\$50.00
Police and Accident Report Fees	\$5.00
Park Pavilion Rental Per Day – includes electric	\$25.00
Park Pavilion Water Usage Fee	\$20.00
Fireworks Stand on Town Property – refundable deposit	\$100.00
Burn Permit	\$10.00
Copies – 8 ½ X 14 or less	\$0.25 per page
Copies – Special Size Paper (larger than 8 ½ X 14) or Any Color Copies	\$.055 per page
Certified copy charge	\$1.00 per page
Copies – Other Specialty Paper	Direct cost of reproduction
Notary Fee – per page	\$5.00
Any other media copy charge (flash, thumb drive, external hard drive, etc.	Direct cost of reproduction
Audio/DVD/VCR/CD copy charge	\$10.00 per copy
Request solely for Commercial Purposes	Direct cost of record search & copying
Request that disrupts the essential functions of the Town	Direct cost of record search & copying
Returned Check or Returned ACH Fee	\$35.00
Firework Stand Permit	\$100.00
Parking to Load or unload – 15-709	No cost
Fire/Run Report Fee	\$5.00
Mobile Home Park Code Article B 5-820	\$25.00
Parade – over 200 people – 15-530	No cost

Coin Operated Devices 9-302	\$10.00 per year
Police Department Cost to Serve Other Community 13-405	TBD

FIRE DEPARTMENT RECOVERY FEES

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

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

FIRE EQUIPMENT AGREEMENT
BETWEEN
OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE TOWN OF LUTHER

July 1, 2023 through June 30, 2024

This FIRE EQUIPMENT AGREEMENT (the "Agreement") is entered into between the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "Board"), and THE TOWN OF LUTHER, a **municipal corporation**.

WHEREAS, the Board is empowered pursuant to Title 19, Oklahoma Statutes, Section 351, to provide firefighting service in the County and to expend certain Oklahoma County funds to rent, lease and purchase firefighting equipment; and

WHEREAS, while the county may provide fire protection services through a county fire department, a Board of County Commissioners need not duplicate fire protection services provided by other legal entities within the county, and

WHEREAS, a Board of County Commissioners has legal authority to contract with municipalities to provide fire protection services to persons and property not located within the corporate limits pursuant to 19 O.S. §351.1, and

WHEREAS, pursuant to the Interlocal Cooperation Act in Title 74, Oklahoma Statutes, Sections 1001, *et seq.*, and Title 19, Oklahoma Statutes, Section 351.1, the Board and the Town of Luther are authorized to enter into an agreement providing for fire protection services for persons and property located within the unincorporated areas of Oklahoma County; and

WHEREAS, by means of this Agreement, the Board desires to provide certain firefighting equipment to the Town of Luther in return for the Town of Luther's Fire Department furnishing fire protection services for persons and property located within the unincorporated areas of Oklahoma County.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other valuable consideration, the parties agree as follows:

1. **Term.** This Agreement shall commence on July 1, 2023, and shall terminate on June 30, 2024. This Agreement is renewable for an additional fiscal year upon written approval of both parties. Otherwise, this Agreement may be terminated by either of the parties by giving at least thirty (30) days written notice of such termination. On the termination of this Agreement either by termination

of the fiscal year for which the agreement is written, or written 30-day notification, the Town of Luther shall return the Equipment to the County.

2. Equipment. The Board shall provide the Town of Luther with the following firefighting equipment (hereinafter called the "Equipment"):

Property Description	Serial Number	County ID Number
2018 Dodge RAM 4500, Cab & Chassis	3C7WRLAL1JG362073	SP 302-00065
2000 Ford BP F-450	1FDXF47F2YED42199	SP 302-00014
Brush Guard	N/A	SP 302-00014
Signal Vista Siren w/Speakers	00060408	
Task Force Tip Nozzle	TFTB-317114	
Motorola Radio	869FAJ8798	
Skid Unit Bed (includes the following)		SP 649-00123
Black Poly 300 gallon Tank		SP 649-00125
Waterous Vanguard 18hp pump	131286	SP 651-00121
Hannay Hose Reel		SP 652-00089
Hannay Hose Reel	885712	SP 652-00090
Skid Unit Bed (includes the following)		SP 649-00124
Black Poly 300 gallon Tank		SP 649-00126
Waterous Vanguard 18hp pump	131285	SP 651-00120
Hannay Hose Reel	1027470	SP 652-00091
Hannay Hose Reel	1025668	SP 652-00092
Skid Unit (includes the following)		
Pump w/Motor	00B1009	
Hannay Hose Reel w/Hose	1258486	
Hannay Hose Reel w/Hose	1258482	
Plas-Mac 318 Gallon Tank	109PMISKU300	
1999 Ford BP F-450	1FDXF47F9XEE65755	SP 302-00011
Ranch Hand Grill Guard		
WARN winch	636742	
Whelen Liberty Light Bar		
Federal PA300 Siren		
Skid Unit		SP 649-00106
Includes:		
United Plastic 350 Gal Poly Tank		
1-1/2" LP Hose Reel	1213390	

1986 Ford BP	1FDHF38L8FKB61402	SP 301-00010
300 Gallon Tank	85-0901	SP 649-00079
Hannay Hose Reel	453466	SP 652-00078
Miscellaneous Equipment		
1500 Gallon Poly Tank	110526	SP 649-00122
300 Gallon Tank	071884	SP 649-00075
Hannay Hose Reel	759205	
18 HP Vanguard Hale Pump	02F0938	
Hannay Hose Reel	N/A	SP 652-00027
Hannay Hose Reel	18248	
Hannay Hose Reel	1713162	
Honda 18 HP Pump	P702-1218	
Floto Pump	1177	
EF Johnson Radio	5170F3011C36069	SP 602-00637
EF Johnson Radio	5170F3011C36092	SP 602-00638
EF Johnson Mobile 800 MHz Radio	5378H2414C21742	SP 602-01037
Motorola CDM-1250	103TMJ8343	
Motorola CDM-1250	103TMJ8322	
Motorola APX7500 Mobile Radio	656CNM0195	SP 602-00656
Kenwood TK-2180 HH MIII TFS	B4500396	
Kenwood TK-2180 HH MIII TFS	B4500397	
Kenwood TK-2180 HH MIII TFS	B4500398	
Kenwood TK-2180 HH MIII TFS	B4500399	
Kenwood TK-2180 HH MIII TFS	B4500400	
Kenwood TK-2180 HH MIII TFS	B4500401	
Kenwood TK-2180 HH MIII TFS	B4500402	
Kenwood TK-2180 HH MIII TFS	B4500403	
Kenwood TK-2180 HH MIII TFS	B4500404	
Kenwood TK-2180 HH MIII TFS	B4500405	
Kenwood TK-2180 HH MIII TFS	B4500406	
Kenwood TK-2180 HH MIII TFS	B4500407	
Kenwood TK-7180 HH MIII TFS	B4800073	
Kenwood TK-7180 HH MIII TFS	B4800074	
Kenwood TK-7180 HH MIII TFS	B4800075	
Kenwood TK-7180 HH MIII TFS	B4800076	
Kenwood TK-7180 HH MIII TFS	B4800077	
Kenwood TK-7180 HH MIII TFS	B4800078	
Kenwood TK-7180 HH MIII TFS	B4800079	
Kenwood TK-7180 HH MIII TFS	B4800080	
Kenwood TK-7180 HH MIII TFS	B4800086	
Kenwood TK-7180 HH MIII TFS	B4800087	
UVC 2 Hanging UV Light Unit	1198	SP 503-00010
UVC 2 Tripod UV Light Unit	1233	SP 503-00043

ARPA-Funded Radios

L3Harris XL-200 Portable Radio	A40322015318	SP 602-01350
L3Harris XL-200 Portable Radio	A40322015320	SP 602-01351
L3Harris XL-200 Portable Radio	A40322015332	SP 602-01352
L3Harris XL-200 Portable Radio	A40322015343	SP 602-01353
L3Harris XL-200 Portable Radio	A40322015360	SP 602-01354
L3Harris XL-200 Portable Radio	A40322015366	SP 602-01355
L3Harris XL-200 Portable Radio	A40322015381	SP 602-01356
L3Harris XL-200 Portable Radio	A40322015388	SP 602-01357
L3Harris XL-200 Portable Radio	A40322015414	SP 602-01358
L3Harris XL-200 Portable Radio	A40322015423	SP 602-01359
L3Harris XL-200 Portable Radio	A40322015427	SP 602-01360
L3Harris XL-200 Portable Radio	A40322015508	SP 602-01361
L3Harris XL-200 Portable Radio	A40322015518	SP 602-01362
L3Harris XL-200 Portable Radio	A40322015523	SP 602-01363
L3Harris XL-200 Portable Radio	A40322015534	SP 602-01364
L3Harris XL-200 Portable Radio	A40322015542	SP 602-01365
L3Harris XL-200 Portable Radio	A40322015557	SP 602-01366
L3Harris XL-200 Portable Radio	A40322015585	SP 602-01367
L3Harris XL-200 Portable Radio	A40322015590	SP 602-01368
L3Harris XL-200 Portable Radio	A40322015594	SP 602-01369
L3Harris XL-185 Mobile Radio	A40312032635	SP 602-01631
L3Harris XL-185 Control Head	A40314037145	SP 602-01632
L3Harris XL-185 Mobile Radio	A40312032636	SP 602-01633
L3Harris XL-185 Control Head	A40314037144	SP 602-01634
L3Harris XL-185 Mobile Radio	A40312032637	SP 602-01635
L3Harris XL-185 Control Head	A40314037146	SP 602-01636
L3Harris XL-185 Mobile Radio	A40312032648	SP 602-01637
L3Harris XL-185 Control Head	A40314037081	SP 602-01638
L3Harris XL-185 Mobile Radio	A40312032649	SP 602-01639
L3Harris XL-185 Control Head	A40314037080	SP 602-01640
L3Harris XL-185 Mobile Radio	A40312032650	SP 602-01641
L3Harris XL-185 Control Head	A40314037079	SP 602-01642
L3Harris XL-185 Mobile Radio	A40312032651	SP 602-01643
L3Harris XL-185 Control Head	A40314037139	SP 602-01644
L3Harris XL-185 Mobile Radio	A40312032652	SP 602-01645
L3Harris XL-185 Control Head	A40314037076	SP 602-01646
L3Harris XL-185 Mobile Radio	A40312032673	SP 602-01647
L3Harris XL-185 Control Head	A40314037111	SP 602-01648
L3Harris XL-185 Mobile Radio	A40312032674	SP 602-01649
L3Harris XL-185 Control Head	A40314037115	SP 602-01650
L3Harris XL-185 Mobile Radio	A40312032639	SP 602-01751
L3Harris XL-185 Control Head	A40314036944	SP 602-01752
L3Harris XL-185 Control Head	A40314036957	SP 602-01753
Unication G4D 7/800 MHz Pager	G4DSF10005	SP 602-01805
Unication G4D 7/800 MHz Pager	G4DSF10006	SP 602-01806

Unication G4D 7/800 MHz Pager G4DSF10007	SP 602-01807
Unication G4D 7/800 MHz Pager G4DSF10008	SP 602-01808
Unication G4D 7/800 MHz Pager G4DSF10009	SP 602-01809
Unication G4D 7/800 MHz Pager G4DSF10010	SP 602-01810
Unication G4D 7/800 MHz Pager G4DSF10011	SP 602-01811
Unication G4D 7/800 MHz Pager G4DSF10012	SP 602-01812
Unication G4D 7/800 MHz Pager G4DSF10013	SP 602-01813
Unication G4D 7/800 MHz Pager G4DSF10014	SP 602-01814
Unication G4D 7/800 MHz Pager G4DSF10015	SP 602-01815
Unication G4D 7/800 MHz Pager G4DSF10016	SP 602-01816
Unication G4D 7/800 MHz Pager G4DSF10017	SP 602-01817
Unication G4D 7/800 MHz Pager G4DSF10018	SP 602-01818
Unication G4D 7/800 MHz Pager G4DSF10019	SP 602-01819
Unication G4D 7/800 MHz Pager G4DSF10020	SP 602-01820

3. Purpose. The Town of Luther shall use the Equipment for the purpose of providing firefighting and rescue services to persons and property located within the unincorporated areas of Oklahoma County, including the Town of Luther, or, when provided by law or pursuant to an agreement under 63 O.S. § 695, Oklahoma Intrastate Mutual Aid Compact, to other cities, towns, or political subdivisions of the State of Oklahoma as necessary for mutual aid and assistance; and further, to respond to major natural or man-made disasters, including but not limited to bomb disposal and hazardous material handling, in such jurisdictions when so requested by the Oklahoma County Emergency Management Director or appropriate authority.

4. Maintenance and Repair. The Town of Luther will be solely responsible for: **(a)** maintaining the Equipment in safe operating condition in accordance with the laws of the State of Oklahoma, including, but not limited to, periodic safety checks and maintenance reviews required by the Board to ensure that the Equipment meets or exceeds all safety provisions and requirements; **(b)** scheduling necessary maintenance; **(c)** providing housing for the Equipment inside a structure suitable to protect the Equipment from adverse weather and vandalism when the Equipment is not in use; and **(d)** notifying the Oklahoma County Emergency Management Director whenever repairs or preventive maintenance work is needed to keep the Equipment in optimum operating condition, and thereafter taking the Equipment for repairs or servicing to the Oklahoma County Highway District site designated by the Oklahoma County Emergency Management Director, or other appropriate maintenance or repair facility, as necessary.

5. Indemnification. The Town of Luther assumes all liability for any personal injuries, death claims, property damages or any other damages arising out of the possession and operation of the Board's firefighting equipment or any action or causes of action arising there from pursuant to this Agreement. The Town of Luther further agrees to indemnify and hold the Board and Oklahoma

County, their employees, officers, and agents, harmless from any claims of any kind, including attorney fees and costs of defending same that arise from the use of the Equipment. The Town of Luther agrees to maintain liability insurance in an amount sufficient to satisfy any claim or lawsuit that might arise under the Governmental Tort Claims Act (Title 51 Oklahoma Statutes, Sections 151 *et seq.*) covering the obligations contained herein and including a provision that the Board, at the address set forth below, will be notified no less than ten (10) days prior to any cancellation of the policy, a copy of which insurance or renewal policy shall be submitted to:

Oklahoma County Emergency Management Director
320 Robert S. Kerr Avenue, Suite 101
Oklahoma City, Oklahoma 73102

6. **Workers' Compensation Liability.** The Town of Luther shall provide workers compensation insurance for all personnel utilizing the Equipment or assume sole responsibility thereof.
7. **Use of Equipment.** The Town of Luther shall have the sole responsibility of ensuring that all drivers or operators of the Equipment have a current valid State of Oklahoma driver's license and have had appropriate training in the use of the vehicle and the Equipment.
8. **Notice of Accidents.** Any Oklahoma County-owned Equipment involved in an accident, of any type, shall be reported, including a copy of any police or highway patrol report, to the Oklahoma County Emergency Management Director within ten (10) days of said accident.
9. **Injuries.** The Town of Luther shall be solely liable for any operator, passenger, guests or any other persons injured by the Equipment. A written report of such injury shall be submitted to the Oklahoma County Emergency Management Director within ten (10) days from the date of the injury.
10. **Destruction of Equipment.** Neither the Board nor any department of Oklahoma County is under any obligation to replace the Equipment if the Equipment is destroyed or damaged beyond repair. The Town of Luther may, at its discretion, provide additional insurance coverage to insure against said damage or destruction. A copy of any such policy or renewal shall be submitted to the Oklahoma County Emergency Management Director, 320 Robert S Kerr Avenue, Suite 101, Oklahoma City, Oklahoma, 73102, within ten (10) days after receipt by the Town of Luther.
11. **Breach of Agreement.** Failure to adhere to any of the terms of this Agreement will result in the Equipment being immediately recalled by the Board.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth beside their signatures, with this Agreement to be effective as of July 1, 2023.

APPROVED:



Director, Oklahoma County Emergency Management

Approved as to form and legality this 18th day of May, 2023.



Assistant District Attorney

THE TOWN OF LUTHER

APPROVED AND AGREED TO by the Town of Luther this _____ day of _____, 2023.

BY: _____, Mayor

Printed Name: _____

ATTEST: _____, City Clerk

**BOARD OF COUNTY COMMISSIONERS OF
OKLAHOMA COUNTY, OKLAHOMA**

APPROVED AND AGREED TO by the Board this _____ day of
_____, 2023.

By: _____
Carrie Blumert, Member

By: _____
Brian Maughan, Member

By: _____
Myles Davidson, Member

ATTEST:

Maressa Treat, County Clerk

GRANT PROVISION AGREEMENT

between
OKLAHOMA COUNTY
and
TOWN of LUTHER

This agreement is made and entered into by and between Oklahoma County, herein referred to as COUNTY, and the TOWN of LUTHER, herein referred to as GRANTEE, for the provision of funding for radio system service fees for the GRANTEE.

WHEREAS, the American Rescue Plan Act (ARPA) was signed into law on March 11, 2021;
and

WHEREAS, the American Rescue Plan Act establishes a Coronavirus State and Local Fiscal Recovery Fund (SLFRF) which allocates \$350 billion for state, local, and Tribal governments;
and

WHEREAS, Oklahoma County accepted \$154 million American Rescue Plan Act funding from the United States Department of the Treasury; and

WHEREAS, this agreement is consistent with American Rescue Plan Act guidelines as laid out in the Final Rule which took effect on April 1, 2022; and

WHEREAS, the GRANTEE requests and the COUNTY agrees to provide funding to the GRANTEE for eligible expenditures under the American Rescue Plan Act; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term: The period of performance for this award begins on July 1, 2023 and shall terminate on December 31, 2026. This Agreement may be terminated by either of the parties by giving at least thirty (30) days written notice of such termination. On the termination of this Agreement, either by termination of the fiscal year for which the Agreement is written, or written 30-day notification, the TOWN of LUTHER shall return any unused System Access Funding and prepare for a full fiscal audit of the funds provided and proof of any paid or unpaid funds.

2. Sub-awarding: For the purposes of this Agreement, the COUNTY serves as the pass-through entity for a Federal award and the GRANTEE serves as the recipient of a sub-award. This agreement is entered into based on the following representations:
 - a. The GRANTEE represents that it is fully qualified and eligible to receive these funds per the funding requirements;
 - b. The COUNTY received these funds from the federal government, and the COUNTY has the authority to sub-grant these funds to the GRANTEE upon the terms and conditions outlined below; and
 - c. The COUNTY has authority to disburse the funds under this agreement.

The COUNTY agrees to provide financial assistance to the GRANTEE in an amount not-to-exceed \$64,069.44, (see Attachment C). The GRANTEE must use this financial assistance for expenses eligible under 603(c)(1) of the Social Security Act, specifically the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) to mitigate financial hardships incurred because of COVID19 during the Term. These funds must be spent in accordance with the guidance on the United States Treasury's website <https://home.treasury.gov/policy-issues/coronavirus/assistance-forstate-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>. GRANTEES are responsible for ensuring that any procurement using CSLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, and Appendix II to Part 200, as applicable.

GRANTEE is required to review the United States Treasury's website for updates to ensure compliance with the most updated CSLFRF guidance.

3. COUNTY Responsibilities: The COUNTY will assume the following duties and responsibilities:
 - a. Follow established processes for reviewing eligibility of all projects receiving American Rescue Plan Act State and Local Fiscal Recovery Funds
 - b. Transfer funding to GRANTEE upon approval by COUNTY Board of County Commissioners and Budget Board
 - c. Submit reporting on GRANTEE projects to US Treasury, pending receipt of reporting information from GRANTEE
4. GRANTEE Representatives: Joseph Figueroa, Fire Chief, TOWN of LUTHER
5. GRANTEE Responsibilities: The GRANTEE will assume the following duties and responsibilities:
 - a. GRANTEE covenants that the use of the CSLFRF funding by GRANTEE pursuant to this Agreement is limited to only those uses for which the CSLFRF funding may be utilized under American Rescue Plan Act.
 - b. Comply with 2 CFR 200 (Uniform Guidance) for accounting standards and cost principles

- c. Comply with all STATE, COUNTY and 2 CFR 200 laws/rules related to procurement, including COUNTY and 2 CFR 200 standards relating to conflict of interest
 - d. Provide COUNTY with reporting information on ARPA-related projects as detailed in Reporting section below.
 - e. For any vendors or subcontractors used by the GRANTEE, the GRANTEE must ensure that the vendor or subcontractor adhere to State, County and 2 CFR 200 procurement laws and include any contract language designated by the County.
 - f. COUNTY shall not be liable to any vendor, supplier or subcontractor for any expenses or liabilities incurred in connection with any Project and GRANTEE shall be solely liable for such expenses and liabilities.
6. Enforcement: GRANTEE certifies that the information provided is complete, accurate, and current demonstrating GRANTEE'S eligibility to receive the Funds. GRANTEE is liable for recapture of Funds if any representation made in the reimbursement requests, reporting, or supporting documentation is at any time false or misleading in any respect, or if GRANTEE is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. This Section shall survive the termination of this Agreement.
7. Recapture of Expenses: Funds provided by the COUNTY to the GRANTEE under this agreement are subject to recapture by the COUNTY under the following conditions:
 - a. Any funds that are not expended as authorized under this agreement must be refunded to the COUNTY prior to December 31, 2026.
 - b. Any funds that are not expended by December 31, 2026, are subject to recapture by the COUNTY for return to the United States Department of the Treasury
 - c. The COUNTY'S determination that an expenditure is eligible does not relieve the GRANTEE of its duty to repay the COUNTY in full for any expenditures that are later determined by the COUNTY or the Federal Government, in each of its sole discretion, to be ineligible expenditures or the discovery of a duplication of benefits.
 - d. The GRANTEE has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The GRANTEE will also report all suspected fraud to the county.
8. GRANTEE Monitoring: The GRANTEE agrees to permit representatives of the COUNTY, the Federal or State government to inspect all records, papers, documents, facilities' goods and services of the GRANTEE and/or interview any clients, employees, and contractors of the GRANTEE to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the GRANTEE reasonable notice. GRANTEE will rectify noted deficiencies and provide COUNTY with a reasonable and acceptable justification for not correcting noted

shortcomings. GRANTEE'S failure to correct or justify the deficiencies within the time specified by the COUNTY may result in termination of this agreement.

9. Audit and Record Retention: The GRANTEE shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, the State Auditor, and the US Treasury as outlined in 2 CFR 200. If it is determined during the course of the audit that the RECIPIENT was provided funds for unallowable costs under this Agreement or any, the RECIPIENT agrees to promptly reimburse the COUNTY for such payments upon request. The GRANTEE must maintain records and financial documents in compliance with all standards in the ARPA CSLFRF guidance and 2 CFR 200. Generally, records and financial documents must be maintained for five years after all funds have been expended or returned. The COUNTY or Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. GRANTEE must agree to provide or make available such records to the COUNTY upon request, to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations. The COUNTY may access the GRANTEE records and financial statements as necessary to conduct monitoring activities.
10. Reporting: In order to ensure compliance with the existing ARPA guidelines set forth by the US Treasury, the GRANTEE shall provide on a quarterly basis to the COUNTY a comprehensive and detailed list of all ARPA-related expenditures on an itemized invoice reflecting payment and shall also provide any backup documentation to support such expenditures. The invoice must include an attestation, signed by the GRANTEE, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US Treasury. The GRANTEE will additionally provide performance updates for all programs to demonstrate that the programs are meeting key performance indicators.
Specifically, the GRANTEE will provide documentation to the County by January 1, April 1, July 1, and October 1 of each year of the award.
11. Closeout: GRANTEE will comply will all closeout procedures of the awards, to include full compliance with the agreement terms and conditions, ARPA, SLFRF rule and guidance, and 2 CFR 200. Key tasks will be closeout communications, confirmation for maintenance of records and financial documents, receipt of all final reimbursement requests or payment requests, receipt of all financial reports and performance reports, fulfillment of any requests to reconcile reports and payment requests. The retention period per SLFRF compliance and reporting is 5 years.
12. Termination: The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the GRANTEE.

13. Indemnification: The GRANTEE agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the GRANTEE, its officers, directors, employees, and/or agents relating to the GRANTEE's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.
14. Remedies: The COUNTY may exercise any other rights or remedies, which may be available under law. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the GRANTEE, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the GRANTEE.
15. Equal Opportunity: GRANTEE shall comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, and executive orders are incorporated herein by reference.
16. Survivability: Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.
17. Modifications: This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the COUNTY.
18. Entire Agreement: It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

IN WITNESS WHEREOF, the GRANTEE and the COUNTY respectively, have caused this Agreement to be executed by their duly authorized representatives.

GRANTEE

APPROVED AND AGREED TO by the Town of Luther this _____ day of _____, 2023.

BY: _____, Mayor

Printed Name: _____

ATTEST: _____, Town Clerk

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

Brian Maughan

Member

Carrie Blumel

Member

Steph D

Member

ATTESTED BY: COUNTY CLERK

Manana Just

[COUNTY CLERK]



Approved as to form and legality this 9th day of May, 2023.

Steph D
(Assistant District Attorney)

ATTACHMENT A: PROJECT DETAILS

The **Oklahoma County First Responder Communications Project** is intended to help eliminate threatening disparities between the radio communications systems utilized by emergency First Responders in eastern Oklahoma County, while greatly improving responder safety and overall emergency response efficacy. Specifically, this project is intended to provide essential radio equipment for some identified jurisdictions and disciplines, and the ability to migrate to the advanced technology of an existing trunked 800 MHz radio system.

The identified jurisdictions, agencies, and departments covered by this Agreement receiving radio system access funding agree to the provisions as evidenced by acceptance and applicable signatures affixed to this document. System access funding is awarded on the basis of geographic location within Oklahoma County and the existing interagency cooperation in the provision of public safety services.

For the purposes of this Agreement, the Oklahoma County First Responder Communications Project provides System Access Funding – to be remitted to the City of Oklahoma City for access and associated services related to their L3 Harris 800 MHz Trunked Radio System.

ATTACHMENT B: ARPA PROJECT ATTESTATION

OKLAHOMA COUNTY PURCHASING
ARPA COMPLIANCE

320 Robert S. Kerr, Ste. 117
Oklahoma City, OK 73102

I certify that I have reviewed ARPA eligible expenditures and all aspects of this project are consistent with the provisions of ARPA Final Rule. The funds allocated from ARPA for this project will only be used for the purposes laid out in ARPA, including addressing public sector capacity, responding to the public health and economic impacts of COVID-19, providing premium pay for essential workers affected by the COVID-19 pandemic, and investing in critical water, sewer, and broadband infrastructure. I understand use of ARPA funds for non-eligible purposes may result in the return of the funds to the County and/or US Treasury.

GRANTEE

APPROVED AND AGREED TO by the Town of Luther this _____ day of _____, 2023.

BY: _____, Mayor

Printed Name _____

Acknowledgement

State of Oklahoma)
) ss.
County of Oklahoma)

Before me, the undersigned, a Notary Public, in and for said County and State, on this ___ day of _____, 2023, personally appeared _____ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she executed the same on behalf of _____, as its _____, and as a free and voluntary act and deed of said entity for the uses and purposes herein set forth.

Given under my hand and seal the day and year last above written.

Notary Public _____

My commission expires: _____

My commission number: _____

ATTACHMENT C: TOWN of LUTHER SPECIFIC SERVICE FEES

Access Fees Number of Radios Fire Departments For period 7-1-23 to 6-30-27*				
Fire Department	Usage Fees Handhelds	Usage Fees Mobiles	Cap.Repl.Alloc.Fee Total # of Radios	Total Per Period
Luther	26	12	38	
Usage Fees & Capital Replacement Allocation Fee Period of 7/1/2023 - 6/30/2024	\$4,945.20	\$3,284.64	\$7,410.00	\$15,639.84
Usage Fees & Capital Replacement Allocation Fee Period of 7/1/2024 - 6/30/2025	\$5,094.96	\$3,382.56	\$7,410.00	\$15,887.52
Usage Fees & Capital Replacement Allocation Fee Period of 7/1/2025 - 6/30/2026	\$5,247.84	\$3,483.36	\$7,410.00	\$16,141.20
Usage Fees & Capital Replacement Allocation Fee Period of 7/1/2026 - 6/30/2027	\$5,403.84	\$3,587.04	\$7,410.00	\$16,400.88
			GRAND TOTAL	\$64,069.44

*Jurisdictions must have paid for
FY 27 PRIOR TO 12-31-26

RESOLUTION NO. 2023-04R

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, APPROVING AN AMENDMENT TO THE BUDGET OF THE TOWN OF LUTHER FOR FISCAL YEAR 2022-2023 IN ACCORDANCE WITH THE PROVISIONS OF THE MUNICIPAL BUDGET ACT

WHEREAS, the Board of Trustees of the Town of Luther, Oklahoma, desires for the provisions of the Municipal Budget Act (11 O.S. §17-201, et seq.) to apply to the Town; and

WHEREAS, the Municipal Budget Act allows governing bodies to amend the budget to make supplemental appropriations to any fund up to the amount of additional revenues which are available for current expenses for the fund due to:

1. Revenues received or to be received from sources not anticipated in the budget for that year;
2. Revenues received or to be received from anticipated sources but in excess of the budget estimates therefor; or
3. Unexpended and unencumbered fund balances on hand at the end of the preceding fiscal year which had not been anticipated or appropriated in the budget; and

WHEREAS, the Municipal Budget Act further provides that if at any time during the budget year it appears probable that revenues available will be insufficient to meet the amount appropriated, or that due to unforeseen emergencies there is temporarily insufficient money in a particular fund to meet the requirements of appropriation for the fund, the governing body shall take action as it deems necessary, and for that purpose, may amend the budget to reduce one or more appropriations or it may amend the budget to transfer money from one fund to another fund; and

WHEREAS, due to additional revenue, resulting in no need to transfer in funds from Capital Improvement, the Board deems it reasonable and proper to amend the Fiscal Year 2022-2023 Budget in accordance with the Municipal Budget Act.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, THAT the attached Budget Amendments involving any supplement, decrease or inter-departmental transfer or appropriation is hereby approved for Fiscal Year 2022-2023.

ADOPTED BY THE BOARD OF TRUSTEES ON THIS 13TH DAY OF JUNE, 2023.

Mayor Wm. Terry Arps

ATTEST:

Approved as to form and legality:

Town Clerk

Town Attorney

TOWN OF LUTHER
BUDGET AMENDMENT FYE 6/30/2023

Estimated Revenue

<u>Description</u>	<u>Balance Before Amendment</u>	<u>Amount of Amendment</u>	<u>Balance after Amendment</u>
Transfers In	196,375	-196,375	0
Sales/Use Tax	739,300	105,700	845,000
Grants	153,610	55,000	208,610
Other/Rents/Fees	28,200	35,675	63,875
Total		0	1,117,485

Appropriations

Capital Outlay	448,010	0	448,010
Total		0	
NET		0	

Explanation of Budget Amendment

To amend the budget to recognize additional revenue received from sales tax, use tax, grants and other/rents/fees, and to acknowledge there is no need to transfer funds in from Capital Improvement or other funds.

Approved by Town Board of Trustees

Attest by Town Clerk

Date

Mayor William T Arps

Scherrie Pidcock