

the Town of Luther



*a friendly community*

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

## **NOTICE AND AGENDA OF SPECIAL MEETING**

**BOARD OF TRUSTEES FOR THE TOWN OF LUTHER**

**THURSDAY, FEBRUARY 22, 2024, AT 6:30 P.M.**

**LUTHER TOWN HALL**

**108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054**

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. Trustee Comments
7. Swearing In and Oath of Office for new trustee, Nina Sloan.

### **Trustee One (Terry Arps)**

8. Consideration, discussion and possible action to repair the A/C on the police department's 2014 Charger, the main backup vehicle, at a cost not to exceed \$1,181.00.
9. Consideration discussion and action to modify the Town of Luther Personnel Policies concerning leave policies, accrual and retention.
10. Consideration, discussion and possible action to enter into a new contract for code enforcement services with Daniel McClure, Sr.

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### **Trustee Two (Jerrod Davis)**

### **Trustee Three (Carla Caruthers)**

11. Consideration, discussion and possible action to accept a donated Ford F350, to be utilized as a fire rescue vehicle, from Oklahoma County Emergency Management.

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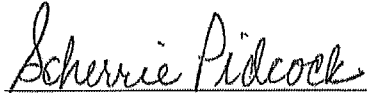
### **Trustee Four (Jeff Schwarzmeier)**

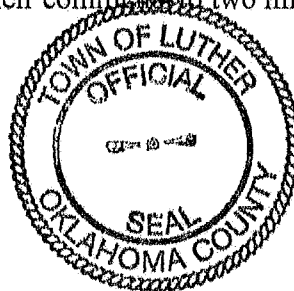
### **Trustee Five (Nina Sloan)**

12. Citizen participation: Citizens may address the Board during open meetings on any matter on the

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

13. Adjourn.

  
\_\_\_\_\_  
Scherrie Pidcock, Town Clerk



Agenda Posted Tuesday, February 20, 2024, at Luther Town Hall, on Facebook at The Town of Luther, on the Town website at [www.townoflutherok.com](http://www.townoflutherok.com) and via MailChimp email, prior to 6:30 p.m.



# Oath of Office

State of Oklahoma    )  
  ) ss:  
Oklahoma County    )

I, \_\_\_\_\_

do solemnly affirm that I will support, obey, and defend the Constitution of the United States, and the Constitution of the State of Oklahoma, and that I will not, knowingly, receive, directly or indirectly, any money or other valuable thing, for the performance or nonperformance of any act or duty pertaining to my office, I further affirm that I will faithfully discharge my duties as TRUSTEE of the Luther Board of Trustees to the best of my ability.

\_\_\_\_\_  
Principal

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_, 20 \_\_\_\_\_.



# Loyalty Oath

I do solemnly affirm I will support the Constitution and the laws of the United States of America and the Constitution and laws of the State of Oklahoma, and that I will faithfully discharge, according to the best of my ability, the duties of my office or employment during such time as I am a member of the Luther Board of Trustees.

\_\_\_\_\_

print name

\_\_\_\_\_

signature

Affiant

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public, or other officer authorized to administer oaths or affirmations.

My commission expires on \_\_\_\_\_, 20 \_\_\_\_.

(51 OS §36.2A)



# PERSONNEL POLICIES AND PROCEDURES MANUAL

## Town of Luther, Oklahoma

Preface: This manual is intended to provide information about employment policies for employees of the Town of Luther. A copy will be provided to each employee. It is the responsibility of each employee to become familiar with the material contained in the manual.

You are employed "at will", which means you are free to resign at any time, for whatever reason, just as the Town of Luther is free to end your employment at any time, and for any reason, with or without notice. Nothing in the Personnel Policies and Procedures is intended to create a contract binding you or the Town of Luther to an agreement of employment for a specific period of time.

The purpose of this manual is to establish policies which will serve as a guide to administrative action concerning various personnel activities and transactions. They may be changed, modified, rescinded or suspended, from time to time, with or without notice. These rules and regulations do not constitute a substantive modification or restriction of the Town's rights or ability to terminate or discipline any employee for the good of the services. This manual supersedes all previous publications pertaining to personnel policies.

Employees of the police department are subject to these policies and those of the police department's procedure manual. To the extent there is a conflict between the Town of Luther Employment Manual and the Police department's procedure manual, the police department's manual shall not control.

Adopted by the Town of Luther on this 11<sup>th</sup> day of July, 2017.

→ Amended by the Town of Luther Board of Trustees on this 22 day of February, 2024.



Suggested  
update



603-06 – Holiday during Unpaid leave: When a holiday falls within a period of leave without pay or immediately preceding or immediately after such leave, the employee shall receive no pay for the holiday.

603-07 – Appointment or Separation on Holiday: The appointment or separation of a regular employee shall not be effective on a holiday except when the employee is required to work that holiday.

603-08 – Election Day: Employees are urged to vote. Regular employees may be granted the necessary time off to vote, in accordance with the State Law.

#### 604 – Granting and Using Annual Leave:

Annual leave with pay shall be granted to full-time employees in accordance with State Law.

604-01 – An employee must not be a probationary employee and have been employed by the Town continuously for six months before being eligible to use his annual leave.

604-02 – All employees employed more than twelve months who have earned annual leave are encouraged to take a minimum of five consecutive days of annual leave each year. Careful consideration shall be given to the desires and needs of the employees.

→ 604-03 – Reserved.

604-04 – The amount of annual leave to be used shall be computed based on the exact number of days or hours an employee is normally scheduled to work during the period leave is to be taken.

604-05 – In the event an observed Holiday falls within an annual leave period, the Holiday shall not be charged as an annual leave day.


604-06 – Annual leave shall not exceed the total amount credited to an employee at the time of the proposed departure.

604-07 – Annual leave shall not be converted from sick leave.

604-08 – Employees shall not be permitted to use either accrued annual leave or accrued compensatory time during a period of suspense.

604-09 – The Town Clerk shall maintain all leave records.

605 – Accrual of Annual leave: Annual leave shall be accrued by each full-time employee according to the scale below:



1-5 Years	8 hrs per month (96 hours per year)	196 hrs max retention (use or lose)
6-10 Years	10 hrs per month (120 hours per year)	224 hrs max retention (use or lose)
11-15 Years	12 hrs per month (144 hours per year)	256 hrs max retention (use or lose)
16-20 Years	14 hrs per month (168 hours per year)	288 hrs max retention (use or lose)
21+ Years	16 hrs per month (192 hours per year)	288 hrs max retention (use or lose)

606 – Effect of Separation on Annual Leave Accruals:

606-01 – Upon separation, in good standing, an employee shall be paid for the unused portion of his accrued leave provided he has completed six continuous consecutive months of employment with the Town.

607 – Sick Leave:

Sick leave may be granted to an employee when he is unable to perform his duties due to personal illness, injury, pregnancy, or for each medical, optical, or dental appointment.

607-01- Dependent Sick: Full-time employees may be granted dependent sick leave, but the leave will be counted against the employee’s earned annual leave time. This applies to care for a member of the employees’ family who either resides with the employee or who is dependent on the employee to handle any contagious or critical illnesses or diseases.

Unless it is impossible to do so, the employee shall notify their supervisor within two hours of the beginning of their work schedule of their intention to use sick leave. Any such sick leave granted for each medical, optical or dental appointment shall not exceed the actual time necessary for the examination or treatment and reasonable travel time. Any other request not fitting the about criteria should be taken as annual leave.

608 – Granting Sick Leave:

Sick leave without loss of pay shall be granted to employees in accordance with the following provisions.

608-01 – Sick leave shall not exceed the total amount accrued by the employee at the time of his absence.

608-02 – Leave without pay may be granted for sickness extending beyond the amount of leave at the town’s discretion. While in an unpaid status employee will be responsible for their portion of premiums while on approved leave. Situations where the employee takes leave without pay that would otherwise be considered sick leave are subject to disciplinary action up to and including termination.

608-03 – After six months of service, accrued annual leave may be used as sick leave when accrued sick leave has been exhausted.



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Current

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604-02 – All employees employed more than twelve months who have earned annual leave are encouraged to take a minimum of five consecutive days of annual leave each year. Careful consideration shall be given to the desires and needs of the employees.

604-03 – All annual leave hours in excess of the allowed 120 carryover hours shall be forfeited as of the first day of the month of the employee's date of hire anniversary date. However: a Department Head with prior approval of the Board of Trustees may defer an employee's annual leave because of work requirements for up to 30 days.

604-04 – The amount of annual leave to be used shall be computed based on the exact number of days or hours an employee is normally scheduled to work during the period leave is to be taken.

604-05 – In the event an observed Holiday falls within an annual leave period, the Holiday shall not be charged as an annual leave day.

604-06 – Annual leave shall not exceed the total amount credited to an employee at the time of the proposed departure.

604-07 – Annual leave shall not be converted from sick leave.

604-08 – Employees shall not be permitted to use either accrued annual leave or accrued compensatory time during a period of suspense.

604-09 – The Town Clerk shall maintain all leave records.

605 – Accrual of Annual leave: Annual leave shall be accrued by each full time employee according to the scale below:

1 – 5 years	6.67 hours per month	10 days per year	80 hours
6 – 9 years	10.0 hours per month	15 days per year	120 hours
10+ years	13.34 hours per month	20 days per year	160 hours

606 – Effect of Separation on Annual Leave Accruals:

606-01 – Upon separation, in good standing, an employee shall be paid for the unused portion of his accrued leave provided he has completed six continuous consecutive months of employment with the Town.

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608-03 – After six months of service, accrued annual leave may be used as sick leave when accrued sick leave has been exhausted.

# CODE ENFORCEMENT SERVICES CONTRACT

THIS CODE ENFORCEMENT SERVICES CONTRACT (the “Contract”) is made and entered into this 22nd day of February, 2024, by and between the Town of Luther, Oklahoma, an Oklahoma Municipal Corporation (the “Town”), and Code Enforcement Services, LLC (“Code Company”). In consideration of the mutual agreements and covenants contained herein, the parties agree as follows:

1. **Term and Termination, and Renewal.** This Contract shall commence on March 1, 2024, and terminate on June 30, 2025. It may be terminated by either party with at least ten (10) days written notification to the other party.
2. **Duties of the Code Company.** Code Company agrees to perform the following tasks in the Town in compliance with the laws of the State of Oklahoma and the Luther Code of Ordinances (the “Code”):
  - Work at least eight (8) hours per week on dates and times as directed by the Town Clerk/Treasurer.
  - Drive through the Town and evaluate properties within the community for compliance with the Code.
  - Attempt to resolve violations through oral and written warnings and work with the Police Department to issue citations that are reasonable and proper.
  - Refer properties for abatement actions to the Town Board.
  - Document non-compliant properties with supporting evidence, including photographs, written documentation, and citizen testimonies and/or complaints.
  - Inspect previously visited, warned, or cited properties for compliance. Maintain ongoing communication with property owners by phone, letter or e-mail for the purpose of resolving properties that are not compliant with the Code.
  - Provide technical assistance and research on mechanical matters when requested to help increase equipment uptime and reduce maintenance costs.
3. **Official Town Holidays.** Code Company will not be required to perform the duties set forth in Paragraph 2 on any Official Town Holiday.
4. **Compliance with Town Policies.** Code Company agrees that in all aspects of the duties and responsibilities, its employees, agents, contractors and sub-contractors shall comply with the policies, standards, and regulations of the Town.
5. **Payment.** The Town shall pay Code Company one hundred dollars (\$125.00) per day for a four (4) hour work day. Each four (4) hour work day shall include follow-up communications with, organizing and preparing documentation on properties worked during the day. There will be no charge to the Town for vehicle service, gasoline, vehicle insurance, or other related transportation expenses. The maximum amount to be paid by the Town pursuant to the provisions of this Contract shall not exceed the sum of \$13,000.00.

6. **Supervision and Control.** The parties acknowledge that Code Company, its employees, agents, contractors, and subcontractors are subject to the supervision and control of the Board of Trustees and the Town Manager. The parties further acknowledge this Contract does not in any way delegate the discretionary powers and functions of the Town to Code Company.

7. **Inspection.** The Town shall have the right to inspect the work performed by the Code Company. If any of the work performed pursuant to this Contract is incomplete or unacceptable, the Town shall have the right to notify the Code Company, at which time the Code Company shall promptly correct such work within a reasonable time.

8. **Insurance.** Code Company shall at all times maintain insurance in commercially reasonable amounts during the term of this Contract.

9. **Independent Contractor Status.** Code Company acknowledges that it is an independent contractor. Neither Code Company nor any of its employees, agents, contractors, or subcontractors are agents, partners, joint ventures, or employees of the Town.

10. **Certification and Safety.** At all times, Code Company shall ensure that its employees, agents, contractors or subcontractors remain certified by the State of Oklahoma to perform the duties set forth in this Contract and in state statute. Code Company shall, at its own expense, be solely responsible for protecting all of its employees, agents, contractors, and subcontractors from risk of death, injury or any bodily harm arising from or in any way related to the services performed pursuant to this Contract. In addition, Code Company agrees to always act in accordance with the rules, regulations, and statutes set forth in federal and state statutes.

11. **Alcohol and Drugs.** Code Company agrees that the presence of alcohol and drugs are prohibited while performing the duties set forth in this Contract. If any of its agents, employees, contractors or sub-contractors are determined to be present with alcohol or drugs in their possession, this Contract shall terminate immediately.

12. **Governing Law.** This Contract shall be governed and shall be construed in accordance with the laws of the State of Oklahoma. Oklahoma County is the appropriate venue.

**IN WITNESS WHEREOF**, the Parties hereto agree to the above terms and have caused this Contract to be executed in their names by their duly authorized officers.

Dated this 22nd day of February, 2024.

TOWN OF LUTHER:

Attest:

\_\_\_\_\_  
Mayor William Terry Arps

\_\_\_\_\_  
Town Clerk

CODE ENFORCEMENT SERVICES, LLC

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Daniel McClure, Sr.  
2742 Oak Ridge Drive  
Harrah, Oklahoma 73045  
danielmccluresr@gmail.com

