

the Town of Luther



a friendly community

REGULAR MEETING AGENDA

**BOARD OF TRUSTEES FOR THE LUTHER PUBLIC WORKS AUTHORITY
TUESDAY, APRIL 14, 2026, IMMEDIATELY FOLLOWING
THE TOWN BOARD OF TRUSTEES MEETING AT 7:00 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. Roll Call
3. Determination of a quorum
4. Approval of the Consent Agenda,
 - a. Approval of the Board Minutes from the regular meeting of March 10, 2026, and the special meeting of March 26, 2026.
 - b. Approval of Claims, including Payroll
 - c. Review and Approval of Treasurer's Report
5. Consideration of Items Removed from the Consent Agenda
6. LPWA Department Report
7. Trustee Comments

Trustee One (Terry Arps)

Trustee Two (Jerrod Davis)

8. Consideration, discussion, and possible action to approve the purchase of six (6) residential water meters at a cost not to exceed \$2,500.00.
9. Consideration, discussion, and possible action regarding hay leases at the sewage treatment lagoons.

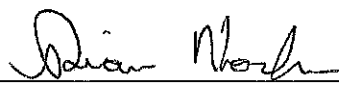
Trustee Three (Carla Caruthers)

Trustee Four (Jeff Schwarzmeier)

Trustee Five (Cindy Taylor)

- 10. 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.
- 11. 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.

12. Adjourn.



Rian Harkins, Town Clerk



Agenda Posted Monday, April 13, 2026 at Luther Town Hall, via MailChimp, on Facebook at The Town of Luther, and on our website at www.townoflutherok.com prior to 7:00 pm.



REGULAR MEETING MINUTES

**BOARD OF TRUSTEES FOR THE LUTHER PUBLIC WORKS AUTHORITY
TUESDAY, MARCH 10, 2026, IMMEDIATELY FOLLOWING
THE TOWN BOARD OF TRUSTEES MEETING AT 7:00 P.M.
LUTHER TOWN HALL
108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054**

1. Call to Order by **Terry Arps**.
2. Roll Call by **Terry Arps**. **Present were Terry Arps, Carla Caruthers, Jeff Schwarzmeier, and Cindy Taylor. Jerrod Davis was absent.**
3. Determination of a quorum was made by **Terry Arps**.
4. Approval of the Consent Agenda,
 - a. Approval of the Board Minutes from the meetings of February 10 and 26, 2026.
 - b. Approval of Claims, including Payroll
 - c. Review and Approval of Treasurer's Report – **Terry Arps made a motion to approve the minutes as presented, 2nd by Cindy Taylor. The Vote: All (4) Yes.**
5. Consideration of Items Removed from the Consent Agenda – **None**.
6. LPWA Department Report – **Carla Caruthers gave the LPWA report.**
7. Trustee Comments – **None**.

Trustee One (Terry Arps)

8. Consideration, discussion and possible action to designate Saturday, April 18, 2026, as the annual Spring Clean Up date, with dumpsters to be located at the new Public Works facility. – **Terry Arps made a motion to approve, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
9. Consideration, discussion and possible action to enter into a Lease for Tower Space Agreement with Chisholm Broadband for use of space on the water tower for internet services. – **Terry Arps made a motion to approve, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
10. Consideration, discussion and possible termination of a Lease for Tower Space Agreement with Airosurf Communications, Inc. – **Terry Arps made a motion to approve the lease termination, 2nd by Cindy Taylor. The Vote: All (4) Yes.**
11. Consideration, discussion and possible action to terminate the uniform contract with UniFirst Uniforms, effective July 2026. – **Terry Arps made a motion to terminate the uniform contract, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
12. Consideration, discussion and possible action to enter into a contract for uniform services for Luther Public Works Authority employees with AlSCO Uniforms. – **Terry Arps made a motion to approve**

the contract, subject to review and approval by legal counsel, 2nd by Jeff Schwartzmeier. The Vote: All (4) Yes.

Trustee Two (Jerrod Davis)

Trustee Three (Carla Caruthers)

Trustee Four (Jeff Schwarzmeier)

Trustee Five (Cindy Taylor)

13. New Business: In accordance with the Open Meeting Act, Title 25 O.S. 311.A.9 of the Oklahoma Statutes, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda. – **None.**
14. 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.**
15. Adjourn. – **Terry Arps made a motion to adjourn, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**

Minutes transcribed by Stephanie Mason, Administrative Assistant.

the Town of Luther



a friendly community

**MINUTES OF SPECIAL MEETING OF
THE LUTHER PUBLIC WORKS AUTHORITY
THURSDAY, MARCH 26, 2026
IMMEDIATELY FOLLOWING THE BOARD MEETING AT 6:30 P.M.
LUTHER TOWN HALL
108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054**

1. Call to Order by **Terry Arps.**
2. Roll Call by **Terry Arps.** Present were **Terry Arps, Jerrod Davis, Carla Caruthers, Jeff Schwarzmeier, and Cindy Taylor.**
3. Determination of a Quorum was made by **Terry Arps.**
4. Trustee Comments – **None.**

Trustee One (Terry Arps)

Trustee Two (Jerrod Davis)

5. Consideration, discussion and possible action to ratify an emergency expense in the amount of \$4350.00 for repair of a water main, repaired by Klassic Tap, LLC. – **Jerrod Davis made a motion to ratify the amount for the repair, 2nd by Terry Arps. The Vote: All (5) Yes.**
6. Consideration, discussion and possible action to renew the Mutual Aid Agreement with Wellston Public Works Authority for calendar year 2026. – **Jerrod Davis made a motion to approve the agreement, 2nd by Jeff Schwarzmeier. The Vote: All (5) Yes.**

Trustee Three (Carla Caruthers)

Trustee Four (Jeff Schwarzmeier)

Trustee Five (Cindy Taylor)

7. 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.**

8. Adjourn. – Terry Arps made a motion to adjourn, 2nd by Jeff Schwarzmeier.
The Vote: All (5) Yes.

Minutes transcribed by Stephanie Mason, Administrative Assistant

LUTHER PUBLIC WORKS AUTHORITY CLAIMS INCLUDING PAYROLL

March 11 TO APRIL 14, 2026

Date	Ref No.	Payee	Payment	Balance
03/11/2026	EFT	IRS	1,035.00	273,311.20
03/11/2026	EFT	Town of Luther	403.26	272,907.94
03/11/2026	EFT	Town of Luther	200.00	272,707.94
03/11/2026	EFT	Town of Luther	115.00	272,592.94
03/11/2026	EFT	Town of Luther	87.30	272,505.64
03/11/2026	EFT	BURT PROCESS EQUIPMENT	594.54	271,911.10
03/11/2026			33,815.39	238,095.71
03/12/2026			1,972.68	237,700.20
03/16/2026	EFT	Bad Boy Joe LLC	124.50	241,139.47
03/17/2026			169.60	245,656.90
03/18/2026	EFT	QuickBooks Payroll	4,060.07	242,135.96
03/19/2026			153.02	246,510.62
03/20/2026	EFT	KLASSIC TAP LLC	4,350.00	242,546.34
03/23/2026			359.02	246,561.78
03/24/2026	EFT	Oklahoma Tax Commission	232.00	247,704.08
03/24/2026			59.63	247,644.45
03/25/2026	EFT	IRS	1,055.30	247,569.15
03/25/2026	EFT	Rose State College	65.00	247,504.15
03/26/2026	14900	Airgas USA, LLC	77.32	250,554.55
03/26/2026	14901	AT&T MOBILITY	140.39	250,414.16
03/26/2026	14902	BLUESHIELD OF OK-DEARBORN	21.87	250,392.29
03/26/2026	14903	BLUESHIELD OF OK-HEALTH	2,859.45	247,532.84
03/26/2026	14904	Delta Dental	70.00	247,462.84
03/26/2026	14905	MUNICIPAL RETIREMENT FUND	291.36	247,171.48
03/26/2026	14906	OMAG	1,000.00	246,171.48

03/26/2026	14907	USA Bluebook	119.81	246,051.67
03/26/2026	14908	VADIM MUNICIPAL SOFTWARE INC	4,638.58	241,413.09
03/26/2026	14909	Eastside Waste	9,810.84	231,602.25
03/26/2026			1,619.77	229,982.48
03/27/2026	EFT	BIG RED CONSULTING	138.00	230,590.49
03/27/2026			578.66	230,011.83
03/30/2026			988.61	230,052.48
04/03/2026			2,285.68	248,183.58
04/06/2026			838.64	248,012.10
04/07/2026	EFT	MERCHANT SERVICES IPS	267.04	249,955.18
04/07/2026			1,201.13	248,754.05
04/08/2026	EFT	IRS	997.68	256,418.79
04/08/2026			7,406.69	249,012.10
04/09/2026	EFT	BANCFIRST	17.60	249,698.76
04/09/2026			669.06	249,029.70
04/10/2026			1,075.99	249,228.82
04/14/2026	14912	Dollar General Charged Sales	19.49	253,123.53
04/14/2026	14913	FLUENTSTREAM TECHNOLOGIES	81.62	253,041.91
04/14/2026	14914	HARCROS CHEMICALS INC.	319.00	252,722.91
04/14/2026	14915	JONES HARDWARE	118.36	252,604.55
04/14/2026	14916	LUTHER FAMILY CARE	15.00	252,589.55
04/14/2026	14917	Luther Hardware & Lumber, LLC	204.18	252,385.37
04/14/2026	14918	O'Reilly Auto Parts	40.77	252,344.60
04/14/2026	14919	OG&E	1,044.08	251,300.52
04/14/2026	14920	MUNICIPAL RETIREMENT FUND	282.26	251,018.26
04/14/2026	14921	OMAG	4,298.13	246,720.13

04/14/2026	14922	OMES Central Printing	197.00	246,523.13
04/14/2026	14923	ONG	274.01	246,249.12
04/14/2026	14924	Pioneer Supply, LLC - 844634	90.00	246,159.12
04/14/2026	14925	STAPLES	50.22	246,108.90
04/14/2026	14926	UniFirst Corporation	340.55	245,768.35
04/14/2026	14927	SOLUTIONS - DALLAS	413.81	245,354.54
04/14/2026	14928	Airgas USA, LLC	94.69	245,259.85
04/14/2026	14929	Environmental Quality	32.00	245,227.85

Luther Public Works Authority Budget vs. Actuals FY25-26

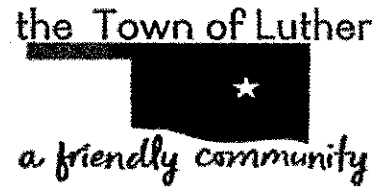
March 2026 & Year to Date

	Mar 2026				Year to Date			
	Actual	Budget	over Budget	% of Budget	Actual	Budget	over Budget	% of Budget
Income								
Grant Revenue		0.00	0.00		0.00	0.00	0.00	
Interest Revenue	222.58		222.58		702.66	0.00	702.66	
Other/Tower Rent	1,071.50	1,400.00	-328.50	76.54%	13,251.76	12,600.00	651.76	105.17%
Permits/Tap Fees		75.00	-75.00	0.00%	0.00	675.00	-675.00	0.00%
Sales Tax		0.00	0.00		0.00	0.00	0.00	
Utility Revenue (Daily Deposit)	41,258.51	34,505.00	6,753.51	119.57%	342,572.00	310,545.00	32,027.00	110.31%
Water Drop/Wastewater Dump	1,372.00	175.00	1,197.00	784.00%	3,912.00	1,575.00	2,337.00	248.38%
Total Income	\$ 43,924.59	\$ 36,155.00	\$ 7,769.59	121.49%	\$ 360,438.42	\$ 325,395.00	\$ 35,043.42	110.77%
Expenses								
Capital Outlay		0.00	0.00		0.00	30,000.00	-30,000.00	0.00%
Debt Service - 2020 Truck		0.00	0.00		0.00	0.00	0.00	
Grant Expenditures		0.00	0.00		0.00	0.00	0.00	
LPWA Maintenance & Operations		0.00	0.00		0.00	0.00	0.00	
Accounting Services	385.00	425.00	-40.00	90.59%	11,017.50	10,400.00	617.50	105.94%
Billing Software	1,159.65	60.00	1,099.65	1932.75%	1,207.15	540.00	667.15	223.55%
Credit Card/Bank Fees	274.56	350.00	-75.44	78.45%	2,119.73	3,150.00	-1,030.27	67.29%
Dues, Fees, Training, Licenses	65.00	150.00	-85.00	43.33%	1,244.90	1,350.00	-105.10	92.21%
Fuel	103.26	210.00	-106.74	49.17%	1,960.52	1,890.00	70.52	103.73%
Insurance	1,799.77	700.00	1,099.77	257.11%	14,003.45	6,300.00	7,703.45	222.28%
Legal Notice Publications		20.00	-20.00	0.00%	181.64	180.00	1.64	100.91%
Office Supplies / Expenses	464.82	200.00	264.82	232.41%	3,478.38	2,800.00	678.38	124.23%
Phones / Internet / IT	1,860.58	650.00	1,210.58	286.24%	7,828.80	8,050.00	-221.20	97.25%
Postage & Equip	200.00	275.00	-75.00	72.73%	2,091.05	2,475.00	-383.95	84.49%
Repairs/Mtnce/Labor/Airgas	125.56	700.00	-574.44	17.94%	3,884.32	11,200.00	-7,315.68	34.68%

Uniforms	66.22	230.00	-163.78	28.79%	611.09	2,070.00	-1,458.91	29.52%
Utilities	934.00	325.00	609.00	287.38%	3,827.96	2,925.00	902.96	130.87%
Total LPWA Maintenance & Operations	\$ 7,438.42	\$ 4,295.00	\$ 3,143.42	173.19%	\$ 53,456.49	\$ 53,330.00	\$ 126.49	100.24%
Personnel Services		0.00	0.00		0.00	0.00	0.00	
Employee Benefits	3,170.81	2,688.00	482.81	117.96%	25,984.84	24,192.00	1,792.84	107.41%
Salaries / Wages / Payroll Tax	10,828.86	12,402.00	-1,573.14	87.32%	105,049.55	111,172.00	-6,122.45	94.49%
Total Personnel Services	\$ 13,999.67	\$ 15,090.00	-\$ 1,090.33	92.77%	\$ 131,034.39	\$ 135,364.00	-\$ 4,329.61	96.80%
Sanitation Service		0.00	0.00		0.00	0.00	0.00	
Billing Software	1,159.65	0.00	1,159.65		1,207.15	0.00	1,207.15	
Collection Fee	9,810.84	9,600.00	210.84	102.20%	76,925.12	86,400.00	-9,474.88	89.03%
Fuel	100.00	100.00	0.00	100.00%	490.45	900.00	-409.55	54.49%
Uniforms	64.30	0.00	64.30		609.17	0.00	609.17	
Total Sanitation Service	\$ 11,134.79	\$ 9,700.00	\$ 1,434.79	114.79%	\$ 79,231.89	\$ 87,300.00	-\$ 8,068.11	90.76%
Sewer System		0.00	0.00		0.00	0.00	0.00	
Billing Software	1,159.64	0.00	1,159.64		1,207.14	0.00	1,207.14	
Fuel	100.00	150.00	-50.00	66.67%	861.84	1,350.00	-488.16	63.84%
Insurance	767.92	0.00	767.92		2,356.51	0.00	2,356.51	
Repairs / Maintenance	1,000.00	1,200.00	-200.00	83.33%	8,026.25	12,800.00	-4,773.75	62.71%
Supplies / Fees	27.55	300.00	-272.45	9.18%	83.08	6,700.00	-6,616.92	1.24%
Uniforms	64.30	0.00	64.30		608.09	0.00	608.09	
Utilities	436.39	375.00	61.39	116.37%	4,670.80	3,375.00	1,295.80	138.39%
Total Sewer System	\$ 3,555.80	\$ 2,025.00	\$ 1,530.80	175.60%	\$ 17,813.71	\$ 24,225.00	-\$ 6,411.29	73.53%
Water System		0.00	0.00		0.00	0.00	0.00	
Billing Software	1,159.64	0.00	1,159.64		1,207.14	0.00	1,207.14	
DEQ Water Testing/Permits	32.00	1,000.00	-968.00	3.20%	10,369.61	9,000.00	1,369.61	115.22%
Fuel	100.00	140.00	-40.00	71.43%	1,000.00	1,260.00	-260.00	79.37%
Insurance	767.92	0.00	767.92		2,356.51	0.00	2,356.51	
Meters		300.00	-300.00	0.00%	1,216.87	1,800.00	-583.13	67.60%
Repairs / Maintenance	4,350.00	1,000.00	3,350.00	435.00%	7,393.60	9,000.00	-1,606.40	82.15%
Supplies	816.14	1,000.00	-183.86	81.61%	6,072.37	9,000.00	-2,927.63	67.47%
Uniforms	64.30	0.00	64.30		608.09	0.00	608.09	
Utilities	618.75	625.00	-6.25	99.00%	4,803.49	5,625.00	-821.51	85.40%
Total Water System	\$ 7,908.75	\$ 4,065.00	\$ 3,843.75	194.56%	\$ 35,027.68	\$ 35,685.00	-\$ 657.32	98.16%

Total Expenses	\$ 44,037.43	\$ 35,175.00	\$ 8,862.43	125.20%	\$ 316,564.16	\$ 365,904.00	-\$ 49,339.84	86.52%
Net Operating Income	-\$ 112.84	\$ 980.00	-\$ 1,092.84	-11.51%	\$ 43,874.26	-\$ 40,509.00	\$ 84,383.26	-108.31%
Other Income								
Transfer from Capital Improvement	30,000.00	0.00	30,000.00		30,000.00	30,000.00	0.00	100.00%
Transfers In/Out	1,000.00	1,000.00	0.00	100.00%	9,000.00	9,000.00	0.00	100.00%
Total Other Income	\$ 31,000.00	\$ 1,000.00	\$ 30,000.00	3100.00%	\$ 39,000.00	\$ 39,000.00	\$ 0.00	100.00%
Other Expenses								
Payroll Suspense		0.00	0.00		0.00	0.00	0.00	
Total Other Expenses	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00	
Net Other Income	\$ 31,000.00	\$ 1,000.00	\$ 30,000.00	3100.00%	\$ 39,000.00	\$ 39,000.00	\$ 0.00	100.00%
Net Income	\$ 30,887.16	\$ 1,980.00	\$ 28,907.16	1559.96%	\$ 82,874.26	-\$ 1,509.00	\$ 84,383.26	-5492.00%

Monday, Apr 13, 2026 12:58:52 PM GMT-7 - Accrual Basis



LPWA MONTHLY REPORT

MARCH 2026

Start New Service 1

Stop Service 1

Disconnect non-payment 1

Re-start Service 1

Leaks 7

Sewer Problems 0

New Meters 0

Accounts Billed 612

Late Accounts Billed 147

Cathy Schmitz

Utility Clerk

KAMSTRUP METER SYSTEM QUOTATION



Customer:

Luther Public Works Authority
108 S. Main , PO Box 56, Luther, OK 73054

Quoted By:

Tim Matheson
Ferguson Meter & Automation
M 539.600.9210
tim.matheson@ferguson.com

Quote Date: 4/3/2026

Quote Expiration: 5/3/2026

Reference: Residential Meter Quote

MATERIAL: Meters and Accessories	Quantity	Unit Price	Extended Price
5/8" x 3/4" x 7 1/2" flowIQ® 2200 AMI/ALD Ultrasonic Polymer Meter, 25 GPM	6	\$ 350.00	\$ 2,100.00

Government Imposed Surcharge	Quantity	Unit Price	Extended Price
Government imposed Surcharge of meter part by the U.S. Government <i>5% per meter = \$17.50 x 6 = \$97.03</i>	1	\$ 97.03	\$ 97.03

(additional fee to cover tariff costs)

Project Total:			\$2,197.03
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Pricing Assumptions and Clarifications

Unit pricing prevails in the case of calculation error.

Ferguson assumes that all meter installs/swaps are "like for like", meaning that no additional materials or excessive labor will be required to remove the old meter from service and install the new meter. All other materials and install services related to the meter pit are not included. Additional materials and services can be added with pricing and specifications presented by Ferguson to the city for approval.

Meter replacement pricing includes gaskets and flange kits for all meter sizes. The City is responsible for any spool pieces/adapters required to meet existing lay-length requirements. Ferguson will assist with the meter audit and ordering of the proper materials as an adder.

All stored materials will be invoiced upon receipt by the city.

Ferguson assumes that the city will provide a suitable storage location for securing of materials and will provide access for the installation subcontractor throughout the duration of the meter installation phase.

All old meters removed from service will be brought to an accessible storage area for later salvage/disposal by the City. The City will take ownership of old meters for disposal.

All old cast iron pit lids removed from service will remain the property of the City, to be recycled or disposed of as determined at a later date. Ferguson can assist in this effort in a negotiated scope change.

Ferguson assumes if any pre-existing meter plumbing issues (i.e. existing leaks or poor condition of pipes or meters) that would prevent a safe, quality installation of a new water meter, then the City will be notified directly for repairs and/or further instruction.

Ferguson's installation partner, Vepo Solutions, will provide an automated Work Order Management System (WOMS) that will include online access to the meter swap data.

Ferguson assumes no Davis-Bacon prevailing wage rate requirements will apply to the project.

* Quote does not include an Android device required for running the REAdy Mobile Application, available on the Google Play Store. This app will allow reprogramming, diagnostic testing and local data retrieval from the meter. Ferguson can supply a tablet device for an additional charge, but finds it more beneficial for the utility to purchase a tablet directly, especially if adding the device(s) to an existing municipal cellular group plan.

The utility is responsible for providing 120V AC power to the proposed data collector installation site. Ferguson and Kamstrup will assist through a network site survey the final network design.

The utility is responsible for providing a 4G/5G cellular data machine-to-machine (M2M) SIM card for each data collector to enable data transmission to the server. This is an easy add to the utility/municipality's existing cellular phone plan, and it uses minimal bandwidth (250-500 MB per month). Ferguson and Kamstrup will assist in the specification and SIM card installation. An alternative to the SIM card would be a wired Ethernet connection, should fiber internet service be available at the site.

** Our software integration fees cover CIS billing setup and testing by Kamstrup. The City is responsible for any additional integration fees, should there be any, charged by Publiq Software.

This proposal does not include customer outreach materials beyond a basic door hanger used at the time of meter swap service. Ferguson will gladly participate in customer outreach planning and share best practices from our experience - dedicated web page, flyers, mailers, town hall meetings, etc. Some of these additional deliverables may present additional costs if provided by Ferguson.

Customer portal optional capabilities include phone message automation, text message automation, and city-branded apps are available for an additional setup and/or hosting adder. The implementation pricing is based on a minimum three-year term.

LEASE AGREEMENT

This agreement is made this 31 day of July, 2020, between the Luther Public Works Authority ("LESSOR") and 5V Ranch, ("LESSEE").

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

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

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

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

The said property is leased "as is."

2. TERMS: RENTAL: This lease is for a term of one year, beginning on the 1 day of August, 2020, and ending on the 31 day of July, 2025, for which term LESSEE shall pay as rental, the total sum of \$1600/year. Said rental sum shall be paid in advance by the LESSEE to the LESSOR upon the execution of lease agreement and upon the execution of any extension hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

THE LUTHER PUBLIC WORKS AUTHORITY, LESSOR

pd 9/20 1600
pd 9/21 1600

BY: _____
CHAIRPERSON

ATTEST: Scheini Pidcock
CLERK/TREASURER

PAID
9-31-03

LESSEE: GARY CURTIS Five V Ranch 405 590 2539
NAME, ADDRESS, PHONE NUMBER