

**TOWN OF CARLTON LANDING
REGULAR MEETING OF THE BOARD OF TRUSTEES**

Location: 10B Boulevard, Carlton Landing, Oklahoma, also known as
the Carlton Landing Academy Cafeteria
Saturday; June 20, 2020

Immediately following the Regular Meeting of the Carlton Landing Economic Development Trust

MINUTES

1. Call to Order

The meeting was called to order at 8:40 a.m. with Mayor Chinnici presiding.

2. Roll Call

Mary Myrick (teleconference)
Chuck Mai (teleconference)
Kris Brule (teleconference)
Clay Chapman (teleconference)
Joanne Chinnici (teleconference)
Jan Summers (teleconference)
Renee Norman (teleconference)
Kay Wall (teleconference)
Greg Buckley, present

ABSENT: None

Consent Items

3. Approval of Minutes:

a. Regular Meeting of the Board of Trustees of May 16, 2020

MOTION: A Motion was made by Chapman and seconded by Brule to accept the consent agenda as presented.

AYE: Chinnici, Myrick, Brule, Mai, Chapman

NAY: None

4. Consider, discuss and approve an Agreement with Renee Norman for bookkeeping and accounting services, or take any other appropriate action.

Exhibit: (See attached)

MOTION: A Motion was made by Mai and seconded by Chinnici to approve the agreement for bookkeeping and accounting with Renee Norman. (See Attached)

AYE: Chinnici, Myrick, Brule, Mai, Chapman

NAY: None

5. Consider, discuss and approve engagement letter with Crawford and Associates for financial services, or take any other appropriate action.
Exhibit: (See Attached)

MOTION: A Motion was made by Mai and seconded by Chapman to approve engagement letter with Crawford and Associates.

AYE: Chinnici, Myrick, Brule, Mai, Chapman
NAY: None

6. Consider, discuss and approve engagement letter with Elfrink & Associates for Auditing Services, or take any other appropriate action.
Exhibit: (See attached)

MOTION: A Motion was made by Chinnici and seconded by Brule to approve engagement letter with Elfrink & Associates for Auditing Services.

AYE: Chinnici, Myrick, Brule, Mai, Chapman
NAY: None

7. Acknowledge receipt of Claims and Purchase Orders Report
8. Items Removed from Consent Agenda
9. Consider, discuss and approve a Resolution of the Board of Trustees of the Town of Carlton Landing adopting accounting principles generally accepted in the United States of America (U.S. GAAP) in lieu of a modified cash basis of accounting (special purpose framework) for external financial statement reporting, or take any other appropriate action.
Exhibit: (See attached)

The Town has used the modified cash basis of accounting and for our external reporting purposes. While the modified cash basis of accounting is an approved and acceptable system the way Assets and Liabilities are accounted for somewhat skews the Town's Financial position in the Audit. Under Accounting Standards Assets are supposed to equal Liabilities. Because the Town has paid for assets and improvements to the Developer and not actually received the asset or improvement under the modified cash basis, we show a deficit, even though technically we do not. By changing to generally accepted accounting principles (GAAP) the recording of assets and liabilities are book (recorded) differently for reporting purposes, which then changes the appearance of our financial position. Under GAAP we can accrue the future asset which off-sets the current liability, making us balanced.

Following clarification of GAAP, a motion was made.

MOTION: A Motion was made by Chinnici and seconded by Mai to adopt accounting principles generally accepted in the United States of America (U.S. GAAP). The

resolution number is 2020-06-02

AYE: Chinnici, Myrick, Brule, Mai, Chapman

NAY: None

10. Consider, discuss and approve a Resolution approving and accepting the Pavilion and Community Center land transfer Agreement (Quit Claim Deed) by and between Humphreys Partners 2009 LLC and the Town of Carlton Landing, Oklahoma, or take any other appropriate action.
Exhibit: (See attached)

An opportunity has developed which would be a partnership between the Developer, Humphries Partnership 2009, LLC and the Town for the construction of a Pavilion and Community Center. The developer has expressed an interest in providing property along Water Street and adjacent to the Town Green for the Town to build a large open space Pavilion and a Community Center. The general concept for the Pavilion is thirty feet wide by seventy feet long with a clear ceiling height of seventeen and a half feet (30' X 70' X 17.5'). The Community Center would be a multi-purpose facility with some office space, some type or form of kitchen, and open area space for events, activities, etc.

No formal design or plan has been developed, which means discussion has been around purpose and possible function of facilities. The Town would own and manage the facilities. As long as the Town used the property for the designated purpose(s) the Town would have use/control of the land.

MOTION: A Motion was made by Chinnici and seconded by Brule to approve Resolution 2020-06-03, the Pavilion and Community Center land transfer Agreement (Quit Claim Deed) by and between Humphreys Partners 2009 LLC and the Town of Carlton Landing, Oklahoma

AYE: Chinnici, Myrick, Brule, Mai, Chapman

NAY: None

11. Consider, discuss and approve a Project Planning and Management Services Agreement with New Town Development, LLC. to assist in various Town projects, as needed, or take any other appropriate action
Exhibit: (See attached)

The Town has used and continues to need the assistance of someone or a company to help plan, coordinate, oversee and manage projects of the Town. Previously, this has been done on a project by project basis. The intent of the Planning and Management Services Agreement is to formalize an agreement with New Town Development which pre-establishes the rate and or fees to be charged when the Town authorizes or engages New Town Development to work on a project. By having a structure and agreement in place will speed up the process to engage someone to assist with a project. The Agreement does not require the Town to use New Town Development on every project but allows the Town to engage them when needed.

The Agreement also allows New Town Development to bid and or quote projects which they are qualified/licensed to perform. If New Town Development is selected to construct the project, then their role will shift to General Contractor or Construction Manager. The initial term is one (1) year with ability to renew for four (4) additional one (1) year terms if there are no changes to the Agreement. The Town may also terminate the Agreement with giving ten (10) days written notice to New Town Development.

MOTION: A Motion was made by Chinnici and seconded by Mai to approve a Project Planning and Management Services Agreement with New Town Development, LLC. to assist in various Town projects, as needed.

AYE: Chinnici, Myrick, Brule, Mai, Chapman

NAY: None

12. Discuss, and provide direction to Staff, if any, on community Public Safety activities, plans for addressing vandalism, general violations, possible Community Watch Program, or take any other appropriate action.

Discussion: Chuck Mai asked if there was a way the town could work with the HOA to form a group of informed citizens with safety concerns. It was also reported that security cameras were being installed .

13. Discuss and provide direction to Staff, in any, on process and or a policy for the conceptual, design and construction selection for Town funded buildings, facilities, amenities, etc., or take any other appropriate action.

Discussion: Greg Buckley clarified the process for bidding and design build. Trustee Myrick asked if there is a process for us to move forward on projects, i.e. the Pavilion and Community Center. This process might ensure vendors follow the (1) vision of Carlton Landing, (2) have the skills needed for the project, and (3) follow a timeline that is ambitious.

14. Consider convening into executive session, pursuant to 25 O.S. Section 307 B.1 for the purpose of discussing employment, annual evaluation, of Town Administrator.

MOTION: A motion was made by Chinnici and seconded by Mai to exempt the clerk and town attorney and to enter into executive session.

MOTION: A motion was made by Mai and seconded by Chinnici to exit executive session.

15. Discuss and take possible action in open meeting, on executive session item 14, if necessary.

Discussion: Greg requests a one time performance stipend of \$750 and requested the board take a look at an increase in the base in December.

MOTION: A Motion was made by Mai and seconded by Chinnici to give a one time performance stipend of \$750, non-recurring, and to increase health insurance \$405 a year.

AYE: Chinnici, Myrick, Brule, Mai, Chapman

NAY: None

16. Reports

- a. Sales Tax Revenue and other Financial Reports (See attached)
- b. Town Administrator (See attached)
- c. Legal Reports, Comments, and Recommendations to the Governing Body
None

17. Recognize Citizens wishing to comment on non-Agenda Items. None

18. Comments and questions by Governing Body members regarding items for future consideration. None

19. Adjournment

There being no further business, a motion was made and seconded to adjourn the meeting at 10:38 a.m., June 20, 2020

Mayor

Attest:

Town Clerk

AGREEMENT FOR FINANCIAL SERVICES BETWEEN THE TOWN OF CARLTON LANDING OKLAHOMA AND RENEE NORMAN, CARLTON LANDING OKLAHOMA

July 20, 2020-June 30, 2021

This Agreement is made and entered into, effective July 20, 2019 by and between the Town of Carlton Landing, Oklahoma, and Renee Norman ("Renee") of Carlton Landing, Oklahoma. Unless terminated, this Agreement shall continue in force until the end of the Town's fiscal year on June 30, 2020 (subject to re approval of Renee Norman and the Town of Carlton Landing, Oklahoma at the start of Fiscal Year 2018/2019 which shall be the primary term of the Agreement. The Agreement may be renewed for additional terms, to consist of a single fiscal year, upon terms mutually agreed upon by the parties, provided that any additional terms shall be approved by the Town after the beginning of each fiscal year.

- A. Renee will primarily perform the job duties of Finance Officer for the Town of Carlton Landing, Oklahoma.
- B. The Town desires to have the services of Renee.
- C. Renee willfully enters into this Agreement with the Town. Either party is able to terminate the Agreement at any time according to the rules set forth in this Agreement.

Therefore, the parties agree as follows:

1. Engagement. The Town shall engage Renee to perform the duties of Finance Officer. Renee shall provide the services of Finance Officer. Renee accepts and agrees to such, and agrees to be subject to the general supervision, advice, and direction of the Town Board of Trustees, the Treasurer of the Town, and the Town Administrator. Renee shall also perform such other duties as are customarily performed by an employee in a similar position, and such other and unrelated services and duties as may be assigned to Renee from time to time by the Town.

2. BEST EFFORTS. Renee agrees to perform faithfully, industriously, and to the best of her ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Contract, to the reasonable satisfaction of the Town. Such duties shall be provided at such place(s) as the needs, business, or opportunities of the Town may require from time to time.

3. COMPENSATION FOR SERVICES RENDERED. As compensation for the financial services provided by Renee under this Agreement, the Town will pay Renee \$750.00 per month. This amount shall be paid monthly on the First Day of each Month. Upon termination of this Agreement, payments under this paragraph shall cease, provided, however, that Renee shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Renee has not yet been paid. This section of the Agreement is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of engagement.

For the purposes of this Agreement, it is specifically acknowledged and agreed that Renee is an independent contractor performing services for the Town of Carlton Landing, Oklahoma and is not an employee of the Town. It is understood that the Town will not withhold any amounts for payment of taxes from Renee's compensation, and that she (Renee) will not accrue benefits of any sort, and that Renee will be solely responsible to pay all applicable taxes from said payments.

4. EXPENSE REIMBURSEMENT. The Town will reimburse Renee for "out-of-pocket" expenses incurred by Renee in accordance with the Town's policies in effect from time to time.

5. RECOMMENDATIONS FOR IMPROVING OPERATIONS. Renee shall provide the Town with all information, suggestions, and recommendations regarding the Town's business, of which Renee has knowledge, that will be of benefit to the Town.

6. INABILITY TO CONTRACT FOR THE TOWN. Renee shall not have the right to make any contracts of commitments for or on behalf of the Town without first obtaining the express written consent of the Town.

7. TERM/TERMINATION. Renee's engagement under this Agreement shall coincide with the Fiscal Year of the Town as laid out on page one of this Agreement and may be renewed for additional terms, to consist of a single fiscal year, upon terms mutually agreed upon by the parties, provided that any additional terms shall be approved by the Town after the beginning of each fiscal year. This Agreement may be terminated by the Town upon 14 days written notice, and by Renee upon 30 days written notice. If Renee is in violation of this Agreement, the Town may terminate employment without notice and with compensation to Renee only to the date of such termination. The compensation paid under this Agreement shall be Renee's exclusive remedy.

8. TERMINATION FOR DISABILITY. The Town shall have the option to terminate this Agreement, if Renee becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. The Town shall exercise this option by giving 30 days written notice to Renee.

9. COMPLIANCE WITH TOWN RULES. Renee agrees to comply with all of the rules and regulations of the Town.

10. RETURN OF PROPERTY. Upon termination of this Agreement, Renee shall deliver to the Town all property which is the Town's property or related to the Town's business (including keys, records, notes, data, memoranda, models, and equipment) that is in Renee's possession or under Renee's control. Such obligation shall be governed by any separate confidentiality of proprietary rights agreement signed by Renee.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or after being delivered by the United States Postal Service.

Signed on this 20th day of June, 2020

Renee Norman

Mayor

Attest: _____
Town Clerk-Treasurer



June 4, 2020

Honorable Mayor and Members of the Town Board
Town of Carlton Landing
10 Boulevard Unit G
Carlton Landing, OK 74332

To the Honorable Mayor and Members of the Town Board:

Crawford & Associates, P.C. is pleased that the Town of Carlton Landing (the Town) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the Town of Carlton Landing management and governing body.

We are prepared to provide a full range of accounting and consulting services to the Town of Carlton Landing contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the Town of Carlton Landing are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

Preparation of Annual Financial Statements
General Accounting and Advisory Assistance
Internal Accounting Records Cleanup/Restructure
Budget Preparation and Amendment Assistance
Capital Asset Records and Accounting Assistance
Information Technology System Assistance
Internal Control Policies and Procedures Assistance
Labor Relations Consulting
Laws and Regulations Compliance Assistance
Investigation of Allegations or Concerns
Forensic Accounting Engagements
Tax and Other Regulatory Report Assistance

T: 405-691-5550
F: 405-691-5646 | W: www.crawfordcpas.com
E: info@crawfordcpas.com | 10308 Greenbriar Place, Oklahoma City, OK 73159

Initial Services Requested

- General Accounting and Advisory Assistance, including the preparation of FY 2020 year-end working trial balances on a modified cash basis for use by the auditor;
- Preparation of additional information needed for the eventual GAAP basis conversion in FY 2021, for beginning balance purposes

Other Requested and Available Services

In conjunction with the other requested and available services as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

CRAWFORD & ASSOCIATES, P.C.

Standard Hourly Rates:

- Firm President \$250
- Shareholders \$165
- Consulting Senior Managers \$150
- Consulting Managers \$125
- Consulting Staff \$110
- Clerical Staff \$45

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we estimate the annual cost for the initial services requested to be \$9,500.

The term of this engagement is a period from July 1, 2020 through June 30, 2021. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to a continuing professional relationship with the Town of Carlton Landing.

Respectfully submitted and agreed to by,


Frank Crawford
Crawford and Associates, P.C.



Elfrink and Associates, PLLC
Certified Public Accountants

June 8, 2020

To the Honorable Mayor, and Town Board of Trustees

Town of Carlton Landing
55 Boardwalk
Carlton Landing, Oklahoma 74332

We are pleased to confirm our understanding of the services we are to provide Town of Carlton Landing, Oklahoma (the "Town") for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule – General Fund

We will also compile the Estimate of Needs for the fiscal year ended June 30, 2020 and prepare the Annual Survey of City and Town Finances (SAI2643) for the fiscal year ended June 30, 2020 in a form prescribed by the Oklahoma State Auditor and Inspector. A compilation is limited to presenting in the prescribed form information that is representative of the Town of Carlton Landing, Oklahoma's management. We will not audit or review the Estimate of Needs or Annual Survey of City and Town Finances and, accordingly, will not express an opinion or any other form of assurance on them.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of

3119 E 87 th Street Tulsa, OK, 74137 Members of the AICPA and OSCPA	 <table border="0"><tr><td>918-361-2133 anne.elfrink@CPA.com Government and Nonprofit Auditing</td></tr></table>	918-361-2133 anne.elfrink@CPA.com Government and Nonprofit Auditing
918-361-2133 anne.elfrink@CPA.com Government and Nonprofit Auditing		

America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Town's financial statements. Our report will be addressed to the Board of Trustees of the Town of Carlton Landing, Oklahoma. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as

auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Town of Carlton Landing in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for

implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views

on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Elfrink and Associates, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Oklahoma State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Elfrink and Associates, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oklahoma State Auditor and Inspector. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately July 1, 2020 and to issue our reports no later than December 31, 2020. Anne Elfrink is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$6,000 (\$5,500 for the audit and \$500 for the Estimate of Needs). If the Town elects to engage another accountant to prepare the financial statements, we will reduce our audit fee by \$1,000.

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Invoices more than 45 days past due will be assessed a finance charge at the rate of 6% per annum from the date of the invoice. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Town of Carlton Landing, Oklahoma and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Elfrink and Associates, PLLC

Elfrink and Associates, PLLC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Carlton Landing, Oklahoma.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

RESOLUTION 2020-06-

RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF CARLTON LANDING ADOPTING ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA (U.S. GAAP) IN LIEU OF A MODIFIED CASH BASIS OF ACCOUNTING (SPECIAL PURPOSE FRAMEWORK) FOR EXTERNAL FINANCIAL STATEMENT REPORTING.

WHEREAS, the Town of Carlton Landing has operated and reported externally under the modified cash basis of accounting; and

WHEREAS, adopting GAAP for external financial reporting would provide that the Town's financial accounting system and external reporting would adhere to established rules and regulations as set by the Governmental Accounting Standards Board; and

WHEREAS, preparing external financial reports in compliance with GAAP will establish greater accountability and transparency between the Town and its citizens, legislative and oversight bodies, investors, and creditors.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF CARLTON LANDING that effective July 1, 2020 the Town of Carlton Landing shall adopt and adhere to the Generally Accepted Accounting Principles as set by the Governmental Accounting Standards Board for its external financial reporting.

APPROVED by the Board of Trustees and SIGNED by the Mayor of Carlton Landing, Oklahoma this 20th day of June, 2020.

Mayor

ATTEST:

Town Clerk - Treasurer

Town of Carlton Landing

Resolution _____

A RESOLUTION APPROVING AND ACCEPTING THE PAVILION AND COMMUNITY CENTER LAND TRANSFER AGREEMENT (QUIT CLAIM DEED) BY AND BETWEEN HUMPHREYS PARTNERS 2009 LLC AND THE TOWN OF CARLTON LANDING, OKLAHOMA

WHEREAS, the Town of Carlton Landing ("Town") has elected to develop a Pavilion and Community Center; and

WHEREAS, the Town plans to use monies obtained from the sale of GO Bond Series 2017 to in payment for construction of the Town Green and the Beach at the Town Green; and

WHEREAS, the Town must own the property on which improvements are made with monies obtained through the sale of GO Bonds; and

WHEREAS, Humphreys Partners 2009 LLC hereby transfers to the Town, the property on which the Pavilion and Community Center is to be developed.

NOW THEREFORE, BE IT RESOLVED by the Town of Carlton Landing Board of Trustees that:

The Pavilion and Community Center Transfer Agreement by and between Humphreys Partners 2009 LLC and the Town of Carlton Landing, is hereby approved and adopted.

Mayor

Attest:

Town Clerk - Treasurer

PROJECT PLANNING AND MANAGEMENT SERVICES AGREEMENT

Town of Carlton Landing

This Contract for Project Management Services (the "Contract") entered into this ____ day of _____ **2020**, (the "Effective Date") by and between **The Town of Carlton Landing** (the "Owner"), and **New Town Development, LLC** (the "Manager"), an Oklahoma Limited Liability Corporation.

1. **THE WORK:** The Manager agrees to serve as General Project Manager for the Owner. The term "Work" shall be defined as providing the following services:

Pre-Development Services.

1. Assist in developing a project scope for each individual project
2. Assist in acquiring Architectural, Planning, and Engineering Services for project implementation.
3. Assist in obtaining any permits and or authorizations from the proper agency (Local, State Federal).

Construction Management/General Contract Services

4. Oversight and management of the Consultant(s), Contractor(s), and Vendor(s) required for project completion.
5. Oversee project bidding and contract preparation.
6. Review and approve invoices submitted for payment by the Town.
7. Plan Review and Inspection of work as completed.
8. Assist in obtaining easement(s) from affected Property Owners, if necessary.
9. Prepare reports as needed or requested.
10. Assist in Preparing and or reviewing contractor contracts, invoices for Town approval.

1.a. The Manager is not precluded from and may quote/bid to serve as general contractor or a Construction Manager along with any other qualified contractor, sub-contractor, etc. for any work that quotes or bids are required and New Town Development is qualified/licensed to perform

In the event the Manager is awarded a contract to serve as General Contractor or Construction Manager, Pre-Development Services shall be closed and invoiced for payment for work performed to contract award date. Construction Management/General Contract Services performed and to be performed under this Agreement shall be incorporated into the awarded contract

In the event the Manager is not awarded a contract to serve as General Contractor or Construction Manager all services performed shall be invoiced and paid pursuant to this Agreement

2. **CONTRACT AMOUNT:** A project specific scope will be prepared for individual projects for approval by the Town Administrator. Billing rates will be per Exhibit A- Fee Schedule.
3. **BREACH OF AGREEMENT:** If Owner determines that the Manager has acted or not acted in a way that results in the failure to perform under this Contract (the "Breach"), then Owner may provide the Manager with a written notice of violation which specifically defines the Breach. The Manager shall then have up to five (5) days to cure the Breach as defined in the notice. If the Manager is unable or unwilling to cure the Breach, then Owner may terminate this Contract and complete the Work itself or cause the Work to be completed by others. Any monies due to the Manager up to the notice date shall be due to the Manager, but the remainder of the Contract Amount shall be the sole property of Owner.

1. TERM of AGREEMENT: The initial term of agreement shall be one (1) year and may be automatically renewed for four (4) additional one (1) year terms under the same terms and conditions without modification, unless Notice is provided by either party not to renew.
2. CONTRACT TERMINATION: Owner shall have the right to cancel this Agreement at any time prior to the completion of the Work upon giving ten (10) days written notice to the Manager. Should Owner so elect to cancel, and Manager is not in breach hereunder, Owner shall promptly pay Manager the actual cost of labor and materials furnished to the notice date.
3. PROGRESS PAYMENTS: Progress Payments should be invoiced no later than the second Friday of the month for payment. Owner agrees to make payment within fifteen (15) days of approval.
4. INDEPENDENT MANAGER: The Manager, being an independent Manager, agrees to furnish all labor, materials (if specified), machinery, tools and all other items necessary to or required to perform the Work in a professional workmanlike manner.
5. LIEN WAIVERS: If requested, the Manager agrees to require that subcontractors provide lien waivers from labor and material suppliers evidencing payment of all financial responsibilities for the Improvements. In lieu of lien waivers, if acceptable to Owner, the Manager may require that subcontractors provide a Payment Bond or Certification certifying that all labor and materials pertaining to the Improvements have been paid in full.
6. INDEMNIFICATION: Manager hereby expressly binds itself to indemnify and save Owner, and Town of Carlton Landing (collectively, the "Indemnitees") from all claims, suits and actions of every kind and description which may be brought against the Indemnitees on account of any Injunction or damages received, sustained, or claimed by any party or parties, or to any property, resulting from the acts or omissions of the Manager, employees, servants, agent or invitees of either in performing the Work. Owner is not responsible in any manner for the property of the Manager used to perform the Work or for the property of its employees or subcontractors engaged in performing the Work.
7. INSURANCE: The Manager agrees to carry and maintain primary and noncontributory insurance as described below:
 - a. Workers Compensation Insurance, which will fully comply with applicable law and Employer's Liability insurance with limits not less than \$1,000,000 per occurrence. The Manager will provide a valid waiver executed by its workers compensation insurance carrier of any right of subrogation against the Indemnitees for any injury to a covered employee working on the premises of the Project.
 - b. Comprehensive General Public Liability Insurance, occurrence form including Products and Completed Operations, Broad Form Property Damage, and Broad Form Contractual Liability covering the Manager's obligations and liabilities under the Contract as follows: \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - c. Automobile Liability Insurance covering owned, non-owned and hired vehicles used by the Manager with combined single limit of not less than \$1,000,000.

- d. The Manager will provide Certificates of Insurance reflecting the coverages required by the Contract. The certificates will specify the date when such insurance expires and will provide that all indemnitees will be given not less than thirty (30) days' written notice before cancellation or reduction of coverage to such insurance. Additionally, the Manager will give all indemnitees written notice of any reduction or material change in the insurance within thirty (30) days of such change.
 - e. All insurance policies except Workers Compensation will name the Indemnitees as Additional Insured.
 - f. The Manager will also provide certificates of insurance evidencing the Manager's Comprehensive General Liability coverage, including Blanket Contractual Liability, Completed Operations Products Liability and XCU coverage and all other coverage available under the Extended Business Liability Endorsement. Certificates are to also indicate that the General Liability policy provides coverage for the indemnification mentioned above.
8. LEGAL COMPLIANCE: The Manager agrees to perform the Work in compliance with all local, state and federal laws or applicable building codes. The Manager further agrees to observe all local, state and federal laws relating to the obstruction of roads, streets and alleys, and will maintain all signals, barriers and notices that may be necessary so as to adequately protect employees and all other persons. The Manager agrees to accept full responsibility for any citations issued as a result of Manager's failure to comply with all requirements of the Williams-Steiger Occupational Safety and Health Act of 1970, as amended. The Manager further agrees to remain in full compliance with requirements of the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, at all times.
9. CONTROVERSIES OR CLAIMS: The parties agree that this contract is made and entered into in Pittsburg County, Oklahoma, and that Pittsburg County, Oklahoma has jurisdiction of the issues. Should controversies or claims arise, the parties agree to refer issues to mediation.
10. NOTIFICATION: The Manager will be responsible for notifying the proper public authorities for any inspection of his work necessary under State laws. Such fees charged for any necessary inspections will be the expense of and paid for by Owner. All Federal, State, City and other taxes or levies will be paid by the Manager and will be submitted to Owner for reimbursement. The Manager agrees to indemnify the Indemnitees from any losses or expenses incurred by the Manager's failure to comply with the above-mentioned ordinances or statutes. All testing required by the Manager will be at the expense of and paid for by the Manager.
11. ASSIGNMENT: Inasmuch as the Contract is made upon the Manager's personal qualifications and responsibility, and inasmuch as the payments to be made hereunder are intended to finance performance, the Manager agrees that it will not assign or otherwise transfer the Contract without first obtaining Owner's written consent; and any assignment without Owner's consent is null and void.
12. SURVIVAL OF CONTRACT: It is mutually agreed and understood that the Contract will be binding upon all parties hereto and their respective heirs, executors, or administrators.

The undersigned mutually agree to the terms defined herein.

Carlton Landing Economic Development Trust

New Town Development, LLC

By: _____

By:

Joanne Chinnici, Chairman Date

Michael Kerney, Owner

Date

Draft

Schedule A- Fee Schedule

New Town Development, LLC
Dba: Kerney Homes
Project Planning and Management Services
Billing Rates
Effective: June 17, 2020

	Project/Contract Value up to \$500K	Project/Contract Value \$500K-1M	Project/Contract Value \$1M+
Owner/Manager Administration	\$150/hr. \$50/hr.	\$135/hr. \$50/hr.	\$120/hr. \$50/hr.

Town of Carlton Landing

Budget Message

FY 2020-2021

Mayor and Trustees,

It is an honor and a privilege to be submitting my first full budget for your consideration and approval. The past year has seen some significant administrative and operational changes throughout Fiscal Year 19-20. The Board hiring me as the first Town Administrator; finding and establishing two Town Offices; establishing new policies; changing to a new financial software system; and adding additional funding sources - the Utility Tax, Use Tax and hopefully the passage of the Lodging Tax. FY 19-20 Budget projections have been less than projected, but we have been able to readily adjust and not impact services. While COVID-19 has impacted Town operations, allowing teleconferencing/videoconferencing of Town meetings, it has not negatively impacted our finances like other communities.

The FY 2020-2021 Budget follows the new format established with the new account structure and the Amended Budget. The estimate Sales Tax collection is projected to be \$80,000.00, which is \$40,000.00 less than FY 19-20. The reduced FY 20-21 Sales Tax projection is more in line with what the Town expects in FY 19-20. Sales Tax has declined each year for the past several years as building and development projects have slowed down. While the additional of Use Tax, the Utility Tax and possibly the Lodging Tax will not fully off-set the decline in Sales Tax, they will serve as a buffer and grow as the Town continues to grow. They will also provide a little more stability to the Town's Revenues; however, as long as Sales Tax is the primary revenue source for operation the Town's annual revenues will be subject to ups and downs.

The Tax Increment Financing District continues to grow at a rate larger than debt service projections.

The proposed Budget for FY 20-21 is a balanced budget without using Balance Forward/Carryover to balance. The funds being carried over are directly tied to the GO Bond project which is not going to be completed in FY 19-20. To use the FY 19-20 Funds in FY 20-21 they need to be appropriated so then they can be spent on the project in FY 20-21.

Other Highlights of the proposed FY 20-21 Budget include:

- Included Funds for Administrative Dues, Memberships, Training
- Included Funds for Office Cleaning
- Included Funds to establish Codification of the Towns Ordinances, self-publishing
- Included Funds for Trustee and or Mayor to attend OML Conference and Mayors Conference

- Included funds to enhance Town website – allow forms/permits to submitted and payments made online.

Key Projects for the proposed FY 20-21 Budget Include:

- Community Center Facility
- Alley Improvements
- Stephens Road Extension
- Street Light Plan and pilot project
- Extend hiking/walking trails
- Expand features at Nature Center Playground
- Marina Relocation

The Budget has been prepared in accordance with the Oklahoma Municipal Budget Act, Title 11 Oklahoma Statutes.

Respectfully Submitted,

J. Gregory Buckley
Town Administrator

General Fund
Statement of Revenue and Expenditures

Acct	Current Period Jul 2019 Jun 2020 Actual	Year-To-Date Jul 2019 Jun 2020 Actual	Annual Budget Jul 2019 Jun 2020	Annual Budget Jul 2019 Jun 2020 Variance	Jul 2019 Jun 2020 Percent of Budget
Revenue & Expenditures					
Revenue					
Non-Departmental Revenues					
3999 Fund Balance Carryover	0.00	0.00	153,505.00	153,505.00	0.0%
4000 Sales Tax	75,834.86	75,834.86	120,000.00	44,165.14	63.2%
4005 Use Tax	1,877.21	1,877.21	1,000.00	(877.21)	187.7%
4010 Utility Tax	3,280.31	3,280.31	1,000.00	(2,280.31)	328.0%
4015 Pittsburgh County Sinking Fund	41,141.93	41,141.93	34,000.00	(7,141.93)	121.0%
4100 Building Permits/Inspection Fe	1,022.00	1,022.00	35,000.00	33,978.00	2.9%
4105 Business License and Permits	6,700.60	6,700.60	0.00	(6,700.60)	0.0%
9002 Transfer IN from TIF	0.00	0.00	99,404.00	99,404.00	0.0%
Non-Departmental Revenues Totals	\$129,856.91	\$129,856.91	\$443,909.00	\$314,052.09	
Administration					
4500 Miscellaneous Revenue	19.89	19.89	0.00	(19.89)	0.0%
Administration Totals	\$19.89	\$19.89	\$0.00	(\$19.89)	
Revenue	\$129,876.80	\$129,876.80	\$443,909.00	\$314,032.20	
Gross Profit	\$129,876.80	\$129,876.80	\$443,909.00	\$0.00	
Expenses					
Administration					
5000 Salaries	25,859.96	25,859.96	86,200.00	60,340.04	30.0%
5010 Social Security	2,744.33	2,744.33	6,594.30	3,849.97	41.6%
5015 Unemployment Tax	0.00	0.00	1,724.00	1,724.00	0.0%
5020 Employer Paid Insurance	4,185.48	4,185.48	16,800.00	12,614.52	24.9%
5025 Employer Retirement Contributi	7,054.34	7,054.34	8,620.00	1,565.66	81.8%
5030 Vehicle/Cell Allowance	974.55	974.55	3,600.00	2,625.45	27.1%
5500 Office Supplies	0.00	0.00	1,200.00	1,200.00	0.0%
6000 Utilities	510.00	510.00	1,800.00	1,290.00	28.3%
6005 Rent	4,000.00	4,000.00	6,000.00	2,000.00	66.7%
Administration Totals	\$45,328.66	\$45,328.66	\$132,538.30	\$87,209.64	
General Government					
5500 Office Supplies	291.53	291.53	8,000.00	7,708.47	3.6%
5520 Software Programs/ Services	1,413.15	1,413.15	0.00	(1,413.15)	0.0%
5530 Miscellaneous	321.95	321.95	1,900.00	1,578.05	16.9%
6000 Utilities	204.00	204.00	0.00	(204.00)	0.0%
6005 Rent	1,927.00	1,927.00	0.00	(1,927.00)	0.0%
6010 Publication & Notice Expense	2,136.08	2,136.08	1,500.00	(636.08)	142.4%
6015 Insurance	0.00	0.00	1,800.00	1,800.00	0.0%
6020 Professional Services	49,681.69	49,681.69	38,250.00	(11,431.69)	129.9%
6030 Community Support Agreement	2,000.00	2,000.00	6,000.00	4,000.00	33.3%
6035 Dues & Memberships	2,325.62	2,325.62	1,800.00	(525.62)	129.2%
6040 School, Training, Travel	226.39	226.39	800.00	573.61	28.3%
6045 Road Maintenance	131,195.00	131,195.00	9,800.00	(121,395.00)	1,338.7%
6050 Website Expense	528.70	528.70	1,000.00	471.30	52.9%
6055 Grant Match	0.00	0.00	42,000.00	42,000.00	0.0%
7010 Projects	0.00	0.00	153,504.51	153,504.51	0.0%
8000 GO Bond Payments	400.00	400.00	34,000.00	33,600.00	1.2%
8500 Interest Expense	12,400.00	12,400.00	0.00	(12,400.00)	0.0%
General Government Totals	\$205,051.11	\$205,051.11	\$300,354.51	\$95,303.40	
Expenses	\$250,379.77	\$250,379.77	\$432,892.81	\$182,513.04	
Revenue Less Expenditures	(\$120,502.97)	(\$120,502.97)	\$11,016.19	\$0.00	

6/17/2020
10:04 AM

General Fund
Statement of Revenue and Expenditures

Page 2 of 2

Acct	Current Period Jul 2019 Jun 2020 Actual	Year-To-Date Jul 2019 Jun 2020 Actual	Annual Budget Jul 2019 Jun 2020	Annual Budget Jul 2019 Jun 2020 Variance	Jul 2019 Jun 2020 Percent of Budget
Revenue & Expenditures					
Net Change in Fund Balance	(\$120,502.97)	(\$120,502.97)	\$11,016.19	\$0.00	
Fund Balances					
Beginning Fund Balance	4,801.67	4,801.67	0.00	0.00	0.0%
Net Change in Fund Balance	(120,502.97)	(120,502.97)	11,016.19	0.00	0.0%
Ending Fund Balance	226,241.43	226,241.43	0.00	0.00	0.0%

PROJECT PLANNING AND MANAGEMENT SERVICES AGREEMENT

Town of Carlton Landing

This Contract for Project Management Services (the "Contract") entered into this ____ day of _____ **2020**, (the "Effective Date") by and between **The Town of Carlton Landing** (the "Owner"), and **New Town Development, LLC** (the "Manager"), an Oklahoma Limited Liability Corporation.

1. **THE WORK:** The Manager agrees to serve as General Project Manager for the Owner. The term "Work" shall be defined as providing the following services:

Pre-Development Services.

1. Assist in developing a project scope for each individual project
2. Assist in acquiring Architectural, Planning, and Engineering Services for project implementation.
3. Assist in obtaining any permits and or authorizations from the proper agency (Local, State Federal).

Construction Management/General Contract Services

4. Oversight and management of the Consultant(s), Contractor(s), and Vendor(s) required for project completion.
5. Oversee project bidding and contract preparation.
6. Review and approve invoices submitted for payment by the Town.
7. Plan Review and Inspection of work as completed.
8. Assist in obtaining easement(s) from affected Property Owners, if necessary.
9. Prepare reports as needed or requested.
10. Assist in Preparing and or reviewing contractor contracts, invoices for Town approval.

1.a. The Manager is not precluded from and may quote/bid to serve as general contractor or a Construction Manager along with any other qualified contractor, sub-contractor, etc. for any work that quotes or bids are required and New Town Development is qualified/licensed to perform

In the event the Manager is awarded a contract to serve as General Contractor or Construction Manager, Pre-Development Services shall be closed and invoiced for payment for work performed to contract award date. Construction Management/General Contract Services performed and or to be performed under this Agreement shall be incorporated into the awarded contract

In the event the Manager is not awarded a contract to serve as General Contractor or Construction Manager all services performed shall be invoiced and paid pursuant to this Agreement

2. **CONTRACT AMOUNT:** A project specific scope will be prepared for individual projects for approval by the Town Administrator. Billing rates will be per Exhibit A- Fee Schedule.
3. **BREACH OF AGREEMENT:** If Owner determines that the Manager has acted or not acted in a way that results in the failure to perform under this Contract (the "Breach"), then Owner may provide the Manager with a written notice of violation which specifically defines the Breach. The Manager shall then have up to five (5) days to cure the Breach as defined in the notice. If the Manager is unable or unwilling to cure the Breach, then Owner may terminate this Contract and complete the Work itself or cause the Work to be completed by others. Any monies due to the Manager up to the notice date shall be due to the Manager, but the remainder of the Contract Amount shall be the sole property of Owner.

	TOWN OF CARLTON LANDING SALES TAX COLLECTIONS												
	<u>JULY</u>	<u>AUGUST</u>	<u>SEPT</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>TOTALS</u>
FY20	\$ 3,067.59	\$ 8,520.10	\$ 14,155.52	\$ 5,628.66	\$ 8,477.29	\$ 2,939.35	\$ 4,537.13	\$ 3,188.78	\$ 6,419.86	\$ 5,595.92	\$ 6,020.78	\$ 6,589.58	\$ 75,140.56
FY19	\$ 8,070.42	\$ 13,116.45	\$ 7,242.33	\$ 16,914.86	\$ 11,104.80	\$ 13,214.80	\$ 6,638.89	\$ 6,335.74	\$ 8,803.50	\$ 3,763.47	\$ 4,516.85	\$ 6,346.49	\$ 106,068.60
FY18	\$ 10,565.93	\$ 11,304.10	\$ 14,205.42	\$ 10,281.23	\$ 12,606.99	\$ 11,481.49	\$ 7,003.16	\$ 8,229.47	\$ 7,767.43	\$ 5,982.22	\$ 9,944.07	\$ 7,985.29	\$ 117,356.80
FY17	\$ 7,479.32	\$ 6,320.67	\$ 9,864.58	\$ 12,332.60	\$ 12,558.21	\$ 13,933.97	\$ 12,932.01	\$ 7,767.94	\$ 17,407.20	\$ 10,848.10	\$ 14,906.00	\$ 7,974.32	\$ 134,324.92

	USE TAX COLLECTIONS												
	<u>JULY</u>	<u>AUGUST</u>	<u>SEPT</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>TOTALS</u>
FY20									\$ 34.13	\$ 651.90	\$ 788.30	\$ 402.88	\$ 1,877.21
													77,017.77