### TOWN OF CARLTON LANDING REGULAR MEETING OF THE CARLTON LANDING ECONOMIC DEVELOPMENT TRUST

Location: 10B Boulevard, Carlton Landing, Oklahoma, also known as the Carlton Landing Academy Cafeteria Saturday, September 21, 2024; 8:00 a.m.

### **NOTICE AND AGENDA**

### 1. Call to Order

2. Roll Call

#### Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Trust member requesting further information *on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.* 

- 3. Approval of Minutes:
  - a. Regular Meeting of the CL Economic Development Trust on August 17, 2024
- 4. Acknowledge receipt of Claims and Purchase Orders Report
- 5. Items Removed from Consent Agenda.
- 6. Consider, discuss and possibly vote to amend, revise, approve or deny purchasing new playground equipment, basketball shade structure, and painting basketball court for Carlton Landing Academy from Game Time, Cunnigham Rec, through Omnia Partners purchase cooperative for \$285,487.81, or take any other appropriate action. Exhibit: Academy Playground Equipment Proposal
- Consider, discuss, and possibly vote to, amend, revise, approve or deny Carlton Landing Enterprises Marina Project Development Agreement Re-imbursement request #1 in the amount of \$1,164,817.30, or take any other appropriate action. Exhibit:TIF Reimbursement Invoice
- Consider, discuss, and possibly vote to, amend, revise, approve or deny the Engagement Letter with Monaghan, Warrick, King (MWK) to provide legal services related to H&G Paving and Glover and Associates Contracts with an initial appropriation of \$5,000.00, or take any other appropriate action. Exhibit:Engagement letter Town of Carlton Landing 9-4-24

- 9. Consider and discuss project update of Nature Center Facility. Exhibit:2024 08 30 - Nature Center Schematic Set for Town
- Consider, discuss and possibly vote to amend, revise, approve or deny cancelling the December 21, 2024 Carlton Landing Economic Development Trust meeting, or take any other appropriate action. Exhibit:
- 11. Reports
  - a. Financial Reports Statement of Revenue and Expenditures CLEDT August 2024; Income Statement - CLEDT August 2024; Bank Register - CLEDT August 2024
  - b. Town Administrator Report
  - c. Legal Reports, Comments, and Recommendations to the Governing Body
- 12. Recognize Citizens wishing to comment on non-Agenda Items Under Oklahoma Law, Trustees are prohibited from discussing or taking any action on items not on today's agenda. Citizens wishing to address the Board on items not on the agenda are required to sign-up no later than five (5) minutes prior to the scheduled start time of the meeting. The sign-in sheet will contain space for citizens name, address, phone number, and topic to discuss. In this way, staff will be able to follow-up on any issues presented, if necessary. Citizens will be provided three (3) minutes.
- 13. Adjournment

I certify that the foregoing Notice and Agenda was posted in prominent view at 10 Boulevard, Carlton Landing, Oklahoma, also known as "the High School Classroom".

At 4:00 PM on the \_\_\_\_\_th day of September 2024, being at least 24 hours prior to the Regular Meeting described above.

 Signature of Person Posting the Agenda
 Printed Name of Person Posting the Agenda

 Agenda Regular Meeting of the CLEDT
 Page 1 of 2

### TOWN OF CARLTON LANDING REGULAR MEETING MINUTES OF THE CARLTON LANDING ECONOMIC DEVELOPMENT TRUST

Location: 10B Boulevard, Carlton Landing, Oklahoma, also known as the Carlton Landing Academy Cafeteria Saturday, August 17, 2024; 8:00 a.m.

### **MEETING MINUTES**

- 1. Call to Order: Meeting called to order by Mary Myrick at 8:02 a.m.
- 2. Roll Call

Myrick Brule' Chapman Mai Scott

#### Consent Items

- 3. Approval of Minutes:
  - a. Regular Meeting of the CL Economic Development Trust on June15, 2024
  - b. Regular Meeting of the CL Economic Development Trust on July 20. 2024
- 4. Acknowledge receipt of Claims and Purchase Orders Report

**MOTION:** A motion was made by Chuck Mai and seconded by Clay Chapman to approve the consent agenda.

AYE: Myrick Brule' Chapman Mai Scott

Nay:

- 5. Items Removed from Consent Agenda.
- 6. Consider, discuss and possibly vote to amend, revise, approve or deny the TIF Committee's recommendation to allocate \$500,00.00 for Carlton Landing Academy facility improvement projects or authorize the Town Administrator to proceed with the improvement projects, or take any other appropriate action. Exhibit:

**Mayor Myrick** has had several discussions with the Academy school board. The discussions focused on the relationship between Carlton Landing and the School.

The Academy is a growing school and TIF funding has limited access to the school. After several conversations, the agreement with the school has been renegotiated. Below is a prioritized list of projects.

- A. The school has collected some donations to fence entire property. The town will make up the difference and follows design standards
- B. Town will attend to the decks and ramps that provide entrance into the building. Boards are rotting and need replacement and stabilization. Rather than using wood, treks will be used.
- C. There is a dire need for storage internal and external...currently, there are no closets inside. The playground equipment needs to be stored and secured. We will build a storage building located close to the town trailer and school.
- D. A focus on outside activities thinking ahead to nature center and how children can engage in the nature center. Investing in that space to enhance outside learning. We are in discussions with a national playground developer. Rather than purchasing random equipment, we will purchase from a consistent line to enhance aesthetics. The playground facility will be built for 4 12-year-olds. It is a complex system that allows for insurance. The company provided several examples of a play space custom designed for our space.

When purchasing, we can navigate the system easier through the State and can get rates that have been pre-negotiated at a 20 percent discount. Also, there is a grant available now until October (if we purchase by October). Example: if we spend 150K we will be receiving approximately 225K worth of equipment. Outdoor playground structure: The courts will be resurfaced, and the tennis court covered with a tarp so there is more availability to be outside.

- E. Work inside school: would like a more cleanable floor. Town will increase access to the school during the summer and weekends. The building will become more multipurpose while the nature center is being built.
- F. Today, TIF was discussed and agreed to allocate 500K to the school for these projects. It gives us boundaries. The teams sought counsel from TIF attorney. We can use the TIF funds because all these projects are enhancements. We will use 150K from the general revenue to supplement what we can't do with TIF.
- G. Annual reoccurring budget adding 150K to keep things maintained.
- H. Order equipment by October. The ship date is 4-5 weeks late. All of this should potentially be accomplished by the end of the year.
- I. These projects meet the overall CL master plan.

Concerns voice by Heather Scott: Huge concern about maintenance. Thus far, the town, HOA, and builders have not prioritized maintenance. We need to raise our level of understanding about the expense of maintenance. When are we going to prioritize this issue?

Mary Myrick: lodging and sales tax revenues grows as the town grows and gives us additional money for maintenance. We are on a path.

**MOTION:** A motion was made by a Heather Scott and seconded by Chuck Mai to approve the TIF Committee's recommendation to allocate \$500,00.00 for Carlton

Landing Academy facility improvement projects or authorize the Town Administrator to proceed with the improvement projects or take any other appropriate action.

AYE: Myrick Brule' Chapman Mai Scott

Nay:

7. Consider, discuss and possibly vote to amend, revise, approve or deny Carlton Landing Economic Development Trust FY 24-25 Budget Amendment #1 for Phase 5 and Phase 6 Alley Improvements and Carlton Landing Academy Improvements, or take any other appropriate action.

Exhibit: last meeting approved, this allocates the money

Heather Scott: concern with the 80K for phase 6, now corrected. She withdraws her concerns.

**MOTION**: A motion was made by Chuck Mai and seconded by Clay Chapman to approve Carlton Landing Economic Development Trust FY 24-25 Budget Amendment #1 for Phase 5 and Phase 6 Alley Improvements and Carlton Landing Academy Improvements or take any other appropriate action.

AYE: Myrick Brule' Chapman Mai Scott

Nay:

 Consider, discuss, and possibly vote to, amend, revise, approve or deny Carlton Landing Association, Inc Private Alley Development Agreement - Phase 5 with TIF funding in an amount up to \$463,137.00, or take any other appropriate action. Exhibit:

TIF attorney Jeff Savon wanted to include the agreements. The docs are what we agreed to with HOA.

**MOTION**: A motion was made by Heather Scott and seconded by Chuck Mai to approve Carlton Landing Association, Inc Private Alley Development Agreement - Phase 5 with TIF funding in an amount up to \$463,137.00 or take any other appropriate action.

AYE: Myrick Brule' Chapman Mai Scott Nay:

- 9. Consider, discuss, and possibly vote to amend, revise, approve or deny Carlton Landing Association, Inc Private Alley Development Agreement Phase 6 with TIF funding in an amount up to \$569,939.00, or take any other appropriate action. Exhibit:
- 10. **MOTION:** A motion was made by Kris Brule and seconded by Chuck Mai to approve Carlton Landing Association, Inc Private Alley Development Agreement Phase 6 with TIF funding in an amount up to \$569,939.00 or take any other appropriate action.

AYE: Myrick Brule' Chapman Mai Scott

Nay:

- 11. Reports other meeting
  - a. Financial Reports: N/A
  - b. Town Administrator Report: N/A
  - c. Legal Reports, Comments, and Recommendations to the Governing Body: N/A
- 12. Recognize Citizens wishing to comment on non-Agenda Items

RECOGNIZED CITIZENS: Crystal Conner

13. Adjournment: Meeting adjourned by Mary Myrick at 8:53 a.m.

Mayor

Attest:

**Town Clerk** 

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### 8/1/2024 to 8/31/2024

Check Date	Check / Reference	e # Payee	Amount
1040 BOK 36	49 TIF Iı	ncrement	
8/23/2024	0159	Town of Carlton Landing	11,252.43
8/31/2024		-	2.00
	:	1040 BOK 3649 TIF Increment Totals	\$11,254.43
1070 BOK - R	lev Bond	2019	
8/23/2024	0009	Kerney Homes	23.91
		1070 BOK - Rev Bond 2019 Totals	\$23.91
1090 BOK 40	44 Rev B	ond 2021	
8/23/2024	0043	Kerney Homes	83.51
	1	.090 BOK 4044 Rev Bond 2021 Totals	\$83.51
1091 BOK Re	v Bond R	Rev Acct 2020	
8/23/2024	0004	Kerney Homes	171.78
	1091	BOK Rev Bond Rev Acct 2020 Totals	\$171.78
L095 BOK 20	39 Rev B	ond 2022	
8/15/2024	0024	Sommer Design Studios	18,000.00
8/22/2024	0025	Johnson & Associates	12,800.00
8/23/2024	0028	New Town Development	209.30
8/23/2024	0027	Whisenhunt Construction	1,440.00
8/23/2024	0026	Kerney Homes	1,270.80
	1	.095 BOK 2039 Rev Bond 2022 Totals	\$33,720.10

Check Date: 8/1/2024 to 8/31/2024 Display Notation: No Fund: CLEDT

Item No.

Date: September 21, 2024

## AGENDA ITEM COMMENTARY

**ITEM TITLE:** Consider, discuss and possibly vote to amend, revise, approve or deny purchasing new playground equipment, basketball shade structure, and painting basketball court for Carlton Landing Academy from Game Time, Cunnigham Rec, through Omnia Partners purchase cooperative for \$285,487.81, or take any other appropriate action.

**INITIATOR:** Greg Buckley, Town Administrator

### STAFF INFORMATION SOURCE: Greg Buckley, Town Administrator

**BACKGROUND:** At the August 17, 2024 CLEDT meeting the Board approved a Budget Amendment for \$500,000.00 toward Carlton Landing Academy improvements, maintenance and repairs. One of the improvements was the upgrading of the playground equipment. Through Omnia Partners purchasing cooperative, we have received a quote for \$285,487.81. The quote includes new playground equipment, shade structure over the basketball court and surface painting of the basketball court. Currently, the Vendor Game Time is offering a grant program which will provide a 50% match to select playground equipment. The proposed playground equipment qualifies for the grant match and is reflected in the \$285,487.81 price. The Shade Structure and court painting is not covered by the grant.

The 50% matching grant is currently open accepting application and ends October 18, 2024. The match grant funds are on a first come first serve basis until the match grant funds are expended. If approved, Staff will process payment for the playground equipment and submit payment as soon as possible.

Design Review has approved the proposed playground along with the other proposed improvements to the School property. Thank you to Design Review Team for working with the Town and School in reviewing options and the quick review and approval of the plan.

FUNDING: TIF Revenue Note

**EXHIBITS:** Game Time Proposal

**RECOMMENDED ACTION:** Approve purchasing new playground equipment, basketball shade structure, and painting basketball court for Carlton Landing Academy from Game Time, Cunnigham Rec, through Omnia Partners purchase cooperative for \$285,487.81.

Proposal for

## Carlton Landing Township Carlton Landing, OK

Prepared by



### 9/10/24 Project #171903 Carlton Landing School Playground





800-438-2780 | cunninghamrec.com

### Hello!

We are excited for the opportunity to work with you on your upcoming exciting new playground project! For almost 60 years, Cunningham Recreation has designed and built thousands of playgrounds for children of all ages and all abilities. We partner with municipalities, schools, architects and youth organizations to plan, design and build their vision from the ground-up.

Cunningham Recreation is the exclusive representative for GameTime park and playground equipment in North Carolina, South Carolina, Virginia, West Virginia, Arkansas, Kansas, Missouri, Illinois, Oklahoma, Texas, Tennessee, Iowa, Nebraska, North Dakota, South Dakota, Delaware, Maryland, and DC.

The following pages will provide greater detail about our proposal(s), more information on Cunningham Recreation and GameTime and how we can meet the goals of your project.

Please reach out with any questions or additional details. I look forward to working with you.

Sincerely,



Justin Long Sales Associate 620-440-9831 justin@cunninghamrec.com



# About Cunningham Recreation and GameTime



Since 1929, GameTime has been a pioneer in the commercial playground equipment industry. GameTime has continued to bring meaningful research around the importance of play to the design, engineering, manufacture, and delivery of play equipment. GameTime Play Equipment's work has elevated industry standards on safety, physical and mental development, inclusion, and intergenerational interaction.

GameTime play systems, site furnishings and amenities are constructed from the highest quality materials and are backed by the industry's best warranty and customer service. Equipment is manufactured to meet current ASTM, CPSC and ADA guidelines for playground safety and accessibility.

For almost 60 years, Cunningham Recreation has been providing commercial park and playground equipment from design to construction. We are proud to serve as GameTime Play Equipment's exclusive representative in North Carolina, South Carolina, Virginia, West Virginia, Arkansas, Kansas, Missouri, Illinois, Oklahoma, Tennessee, Texas, Iowa, Nebraska, North Dakota, South Dakota, Delaware, Maryland, and DC.

Cunningham Recreation has adequate coverage in each territory to ensure our customers receive professional assistance and excellent customer service.

#### **Range of Installation and Services**

GameTime holds an ISO 9001 certification, which validates our high-quality manufacturing standards and our commitment to excellence in the design, production, installation, inspection and testing of our products. Our ISO 14001 certification supports our dedication to environmental sustainability and our commitment to eliminating waste, implementing recycling practices in our manufacturing facility, and offering recycled and recyclable products to our customers.

Cunningham Recreation specializes in complete park and playground solutions. We offer a full range of commercial park and play equipment for children of all ages and all abilities, and we have completed thousands of installations.



Cunningham Recreation offers a variety of resources and design approaches for planning and maintaining parks and playgrounds.



Both Cunningham Recreation and GameTime are considered leaders in the playground industry. Why not partner with a leader? Our research, design principles, innovative products and available resources are at your disposal.



### SIGNATURE PROJECTS



#### Olivia's Playground – Salina, KS

This large river themed GameTime inclusive playground with custom poured-in-place rubber surfacing blends perfectly in this 10 acre park in downtown Salina, KS. It includes two play structures, zip tracks, inclusive swings, an interactive Lappset Yalp Sona dance and play arch, and features nets for a great climbing experience. Shaded benches and site furnishings for added guest comfort. A fun and engaging playground and outdoor fitness equipment area for all ages and abilities.

#### Total Cost: \$805,000



#### Thank You First Responders Park – Sapulpa, OK

Ruby grant Park – Norman, OK

abilities.

Total Cost: \$585,000

This large fully inclusive playground with poured-inplace rubber blends perfectly in this 144 acre park in Norman, OK. It includes two GameTime play structures, freestanding zip tracks, inclusive whirl, hopscotch, music

and adult outdoor fitness for a one of a kind multigenerational playground. Shaded benches, site furnishings and an area of respite for added guest comfort. A fun and engaging playground for all ages and

This inclusive playground features 6,800 sq. ft. of custom colored poured-in-place rubber safety surfacing, shade, various sensory rich play areas including outdoor musical, two large fully accessible ramped play structures and freestanding play components. These items include adaptive swings, GT Expression Swings, inclusive whirl, and a Lappset Yalp Sona interactive play and dance arch. The park also includes a Thrive 250, outdoor fitness area.

Total Cost: \$600,000





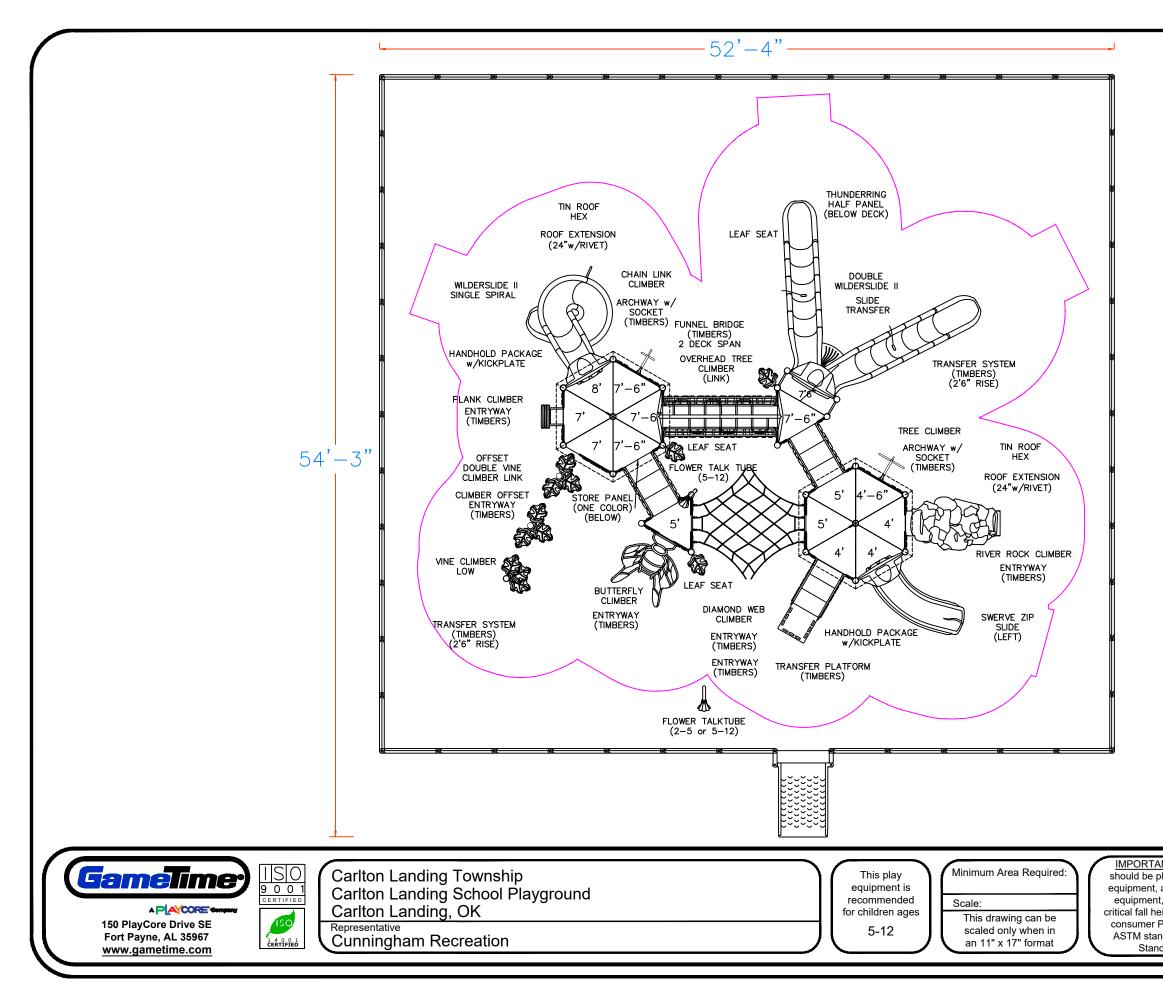


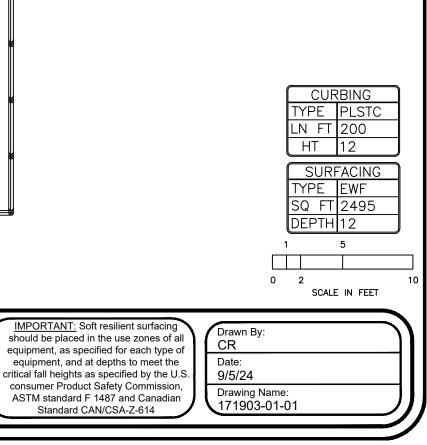
www.cunninghamrec.com

RECREATION

CUNNINGHAM

## Design • Build • PLAY!







GameTime c/o Cunningham Recreation PO Box 240981 Charlotte, NC 28224 800.438.2780 704.525.7356 FAX

## **Carlton Landing School Playground (CWO Grant)**

Carlton Landing Township Attn: Mary Myrick 10 Boulevard Carlton Landing, OK 74432 United States mary.myrick@publicstrategies.com Ship to Zip 74432

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PowerScape Modular Unit for Ages 5-12 (per attached drawing) [Accent:] [Basic:] [RotoPlastic:] [Deck:Pvc:] [Deck:Pvc:] [MetalRoof:] [Accent2:] [ClimberNets:] [HDPE:] [UniPlastic:] [Arch:]	\$146,310.00	\$146,310.00
		(1) 38010 Vine Climber Low		
		(1) 38217 Flower Talk Tube Ground Level 2-5		
		(14) 80001 49"Tri Punched Steel Deck		
		(1) 80082 Slide Transfer		
		(12) 80167 Roof Ext 24" W/Rivet		
		(2) 80206 Tin Roof Hex		
		(2) 80687 Handhold/Kick Plate Pkg		
		(1) 81530 Overhead Tree Climber Lnk		
		(3) 81766 Leaf Seat		
		(1) 90002 Diamond Web Link		
		(1) 90013 Flower Talk Tube 4'6" - 6'0" (2 - 12		
		(1) 90118 4'/4'-6" Tree Climber		
		(1) 90154 6'/7' Offset Double Vine Climber Lin		
		(1) 90247 7' & 7'-6" Chain Link Climber		
		(2) 90269 11' Upright, Alum		
		(2) 90270 12' Upright, Alum		
		(2) 90272 14' Upright, Alum		
		(12) 90273 15' Upright, Alum		
		(1) 90354 Counter Panel		
		(1) 90369 River Rock Climber		
		(1) 90525 Half Panel W/Thunderring		
		(1) 90653 3'-6"/4'-0" Zip Swerve Slide Left		
		(1) 90701 Double Entrance Wilderslide li		
		(10) 90703 Straight Section Wilderslide li		
		(2) 90709 Support Wilderslide li		



## Carlton Landing School Playground (CWO Grant)

Quantity	Part #	Description	Unit Price	Amount
		(1) 90750 Butterfly Climber		
		(2) 90762 Long Exit ( Use On 7' & 8' Slides)		
		(1) 90842 Single Spiral		
		(5) 91150 Entryway - Timbers		
		(2) 91157 Archway W/ Socket - Timbers		
		(1) 91179 4' 0" Transfer Platform - Timbers		
		(1) 91184 7' 0" Plank Climber - Timbers		
		(2) 91202 2' 6" Transfer System - Timbers		
		(1) 91211 Funnel Bridge - Timbers (2 Deck Span)		
		(1) 91333 Climber Offset Entryway (Timbers)		
		(2) G90262 4' Upright, Galv		
		(2) G90272 14' Upright, Galv		
1	178749	GameTime - Owner's Kit	\$89.00	\$89.00
1	4858	GameTime - Access Playcurb-W/Adap	\$820.00	\$820.00
49	4862	GameTime - 12" Playground Border	\$83.00	\$4,067.00
	2024 GT- Grant	MISC - 2024 Matching Funds Grant- Grant Rules and Limitations: To qualify for up to 100% matching grant, list price of the qualifying playground system must exceed \$75,000, and payment in full must accompany your order. For play systems with a list price of less than \$75,000 and greater than \$25,000 with payment in full, GameTime playground grants are available with matching funds up to 80%. For play systems that exceed \$25,000, and purchased with credit terms, matching funds are available up to 65%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape®, PrimeTime®, Xscape®, and Modern City® systems only. Up to 50% matching funds for select outdoor fitness equipment, including THRIVE®, Challenge Course, KidCourse, and The Stadium®. VistaRope®, freestanding net structures, TuffForms, Landmark Design, GTSymphony freestanding, other freestanding play products, and Play On! non-system events are not eligible for funding. All applications must be received and validated by the project administrator by October 18, 2024. GameTime reserves the right to decline any application for a GameTime grant. GameTime will accept grant orders until October 25, 2024, or until all eligible funds are disbursed, whichever comes first. Customer must be able to receive order by December 31, 2024, subject to transportation availability. GameTime reserves the right to terminate this offer at any time without notice. GameTime playground grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2024 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included. Other terms and restrictions may apply. Contact your local GameTime representative for complete details.		
Contract:	OMNIA	#2017001134	Sub Total	\$151,286.00
			Grant	(\$73,936.92
			Freight	\$3,000.00
			Total	\$80,349.08



## Carlton Landing School Playground (CWO Grant)

#### Comments

- \* MATERIALS ONLY: Quotation does not include any site work, off-loading, storage, safety surfacing, or installation.
- \* Customer is responsible for all site prep, ADA sidewalks, and anything not specifically listed as included.

#### \* Surfacing and Installation quoted separately.

#### GAMETIME - TERMS & CONDITIONS:

- PRICING: Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request
  updated pricing if your quote is older than 30 days before making a purchase.
- TERMS OF SALE: For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. Any order exceeding \$300,000 will require progress payments during the course of completion.
- CREDIT APPLICATION: Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- FINANCE CHARGE: A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- CASH WITH ORDER DISCOUNT: Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- FREIGHT CHARGES: Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- SHIPMENT: Standard Lead time is 6-8 weeks (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- PACKAGING: All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- RECEIPT OF GOODS: Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- TAXES: Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

#### SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.



## **Carlton Landing School Playground (CWO Grant)**

#### **ACCEPTANCE OF QUOTATION:**

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed):	_Title:
Telephone:	_Fax:
P.O. Number:	_Date:

Purchase Amount: \$80,349.08

SALES TAX EXEMPTION CERTIFICATE #	
GALLO TAX EXEMI TION OLIVITI TOATE #	•

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature	Customer Signature	
<b>BILLING INFORMATION:</b>		
Bill to:		
Contact:		
Address:		
City, State:	Zip:	
Tel:	Fax:	
E-mail:		
SHIPPING INFORMATION:		
Ship to:		
Contact:		
Address:		
	Zip:	
Tel:	Fax:	
E-mail:		



## Carlton Landing School - Shade, Surfacing & Install

Carlton Landing Township Attn: Mary Myrick 10 Boulevard Carlton Landing, OK 74432 United States mary.myrick@publicstrategies.com

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	MISC - Installation of Playground Unit- *Price includes drainage tile	\$44,870.00	\$44,870.00
1	CUSTOM	<ul> <li>Superior Recreational Products - Square Super Dome Hip Shade: 60' Length x 60' Width x 14'/15.16'/17' Entry Height-</li> <li>(4) Columns on Base Plates + 6" surfacing at 12"x12", (2) Columns at 14' entry height, (1) Column at 15.16' entry height, and (1) column at 17' entry height.</li> <li>Rafters at 10"x6" Without Glide Elbows.</li> </ul>	\$65,490.00	\$65,490.00
1	ABT	Superior Recreational Products - Anchor Hardware and Templates	\$215.00	\$215.00
1	INSTALL	MISC - Installation of Hip Shade	\$66,670.00	\$66,670.00
1	INSTALL	MISC - Installation of Playcurbs	\$560.00	\$560.00
124	EWF	<ul> <li>GT-Impax - Engineered Wood Fiber Safety Surfacing (CY)-</li> <li>Area: 2495 Sq.Ft.</li> <li>Thickness (Compacted): 12"</li> </ul>	\$30.53	\$3,785.72
124	INSTALL	MISC - Installation of EWF (per CY)	\$23.34	\$2,894.16
1	INSTALL	MISC - Refurbish- Includes: • Cleaning concrete • Filling cracks • Refurbish paint in entire court • Basketball striping • Single pickleball striping	\$17,070.00	\$17,070.00
Contract:	OMNIA #2	2017001134	Sub Total	\$201,554.88
			Discount	(\$1,971.15)
			Freight	\$5,555.00
			Total	\$205,138.73

#### Comments

\* Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

\* Customer is responsible for all site prep, ADA sidewalks, and anything not specifically listed as included.

\* Equipment included on Q #171903-01-01.

Ship to Zip 74432



## Carlton Landing School - Shade, Surfacing & Install

#### **GAMETIME - TERMS & CONDITIONS:**

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- TERMS OF SALE: For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. Any order exceeding \$300,000 will require progress payments during the course of completion.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- FINANCE CHARGE: A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- CASH WITH ORDER DISCOUNT: Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- ORDERS: All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- FREIGHT CHARGES: Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- SHIPMENT: Standard Lead time is 6-8 weeks (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- PACKAGING: All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- RECEIPT OF GOODS: Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- TAXES: Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

#### **INSTALLATION CONDITIONS:**

- ACCESS: The site must be clear, level, and provide unrestricted access for trucks and machinery. Any site that is inaccessible may incur additional charges.
- **STORAGE:** The customer is responsible for providing a secure area for off-loading and storing equipment during installation. Once equipment is delivered to the site, the owner assumes responsibility for any theft or vandalism unless alternative arrangements are made and documented in the quotation.
- FOOTER EXCAVATION: Installation pricing is based on footer excavation through earth/soil only, prior to the installation of drains, subbase, or surfacing. The customer is responsible for any unforeseen conditions such as buried utilities (public or private), tree stumps, rocks, or any other concealed materials or conditions that may result in additional labor or material costs.
- UTILITIES: The installer will contact 811 to locate all public utilities before layout and excavation of footer holes. The owner is responsible for identifying any private utilities. Cunningham Recreation and the installer are not liable for any damage to unmarked private utilities.
- ADDITIONAL COSTS: Pricing is based on a single mobilization for installation unless otherwise stated. The price includes only the items specified in this quotation. Additional site work or specialized equipment needs may result in price adjustments.
- SITE CONDITIONS: The site must have a slope of less than 1.5%. Any excavation or grading required to achieve an acceptable slope is the responsibility of others unless otherwise noted. All demolition and site preparation must be completed before the installation crew is mobilized.
- **GENERAL INSTALLATION NOTES:** Installation will be performed according to the manufacturer's specifications by a GameTime-certified installer. A one-year warranty on all labor is provided from the date of completion. Product warranty and service claims may not include labor.



## Carlton Landing School - Shade, Surfacing & Install

#### **ACCEPTANCE OF QUOTATION:**

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed):	_ Title:
Telephone:	_Fax:
P.O. Number:	_Date:

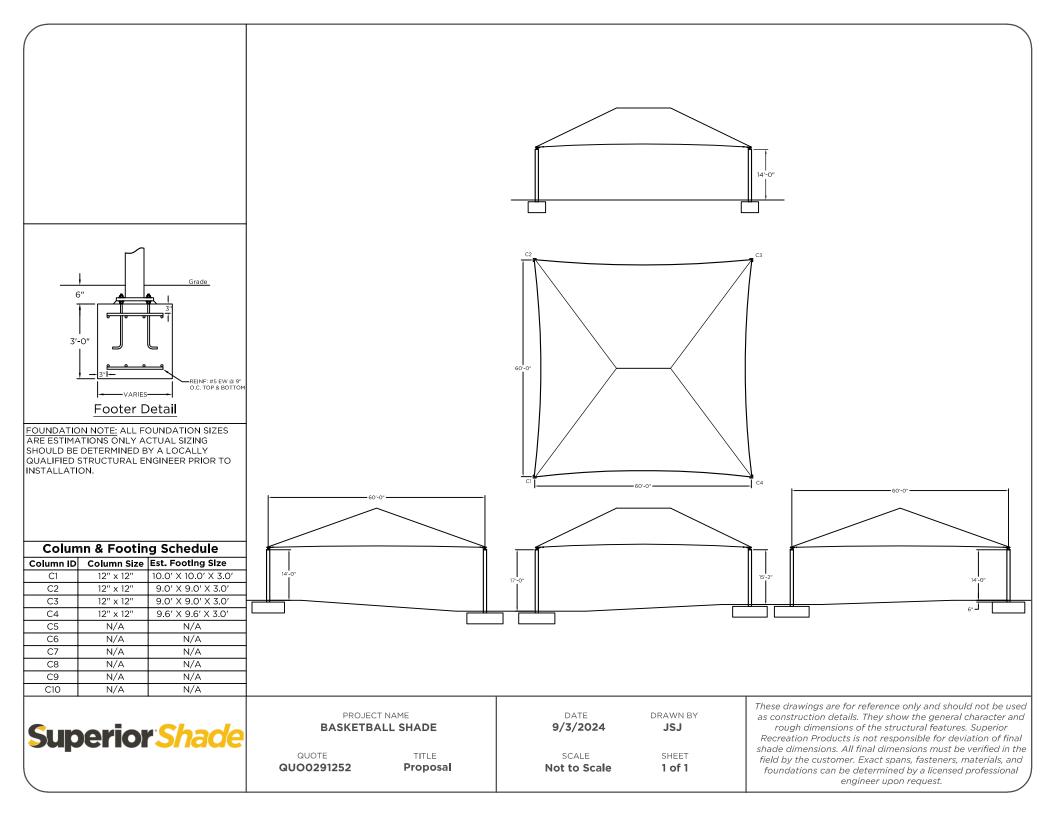
Purchase Amount: \$205,138.73

SALES TAX EXEMPTION CERTIFICATE #:\_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature BILLING INFORMATION:	Customer Sigr	ature
Bill to:		
Contact:		
Address:		
Address:		
City, State:		
Tel:		
E-mail:		
SHIPPING INFORMATION:		
Ship to:		
Contact:		
Address:		
City, State:		
Tel:		
E-mail:		





# **MATERIAL COLOR OPTIONS**



Actual colors may differ from the images represented here. Contact your local GameTime representative for sample materials.



# MATERIAL COLOR OPTIONS

SHADE FABRIC				VISTAROPE™	STANDAR	D		
Charcoal	Red	sky elue		Yellow	Brown		Natural	Black
Silver							A MAS	
Cream		VISTAR	OPE™ CUSTON	1			SPECIA	L ROCK
Beîge Latte	Red/Black	Red/Sky Blue	Sky Blue/Yellow					
Cedar	Be	Red	Sky BI			and (C) (C) Contractions (C) (C) Contractions (C) (C)	and a second	
Brown	*Colors for V	íistaRope products on	ıly. All standard Gam	neTime ropes are blad	ck.	Sand	stone	Deep Granite
Forest Green		WALLCANO® H	IANDHOLDS			SITE REC	CYCLED PLAST	IC LUMBER
Bottle Green	Red	Green	Blue	Beige		Gray	Tudor	Sand
Lime		. 13133333		DEC	CKS		141	
Dove Blue	В	llue	Bro	own	NEW!	Chocolate		Gray
Turquoise								
True Blue								
Navy Blue								
Purple								
Royal Purple								
Deep Ochre								
Sun Blaze								
Cayenne								
Orange								
Yellow								



Item No.

Date: September 21, 2024

## AGENDA ITEM COMMENTARY

**ITEM TITLE:** Consider, discuss and possibly vote to amend, revise, approve or deny Carlton Landing Enterprises Marina Project Development Agreement Reimbursement request #1 in the amount of \$1,164,817.30, or take any other appropriate action.

**INITIATOR:** Greg Buckley, Town Administrator

## STAFF INFORMATION SOURCE: Greg Buckley, Town Administrator

**BACKGROUND:** In May 2021, the Carlton Landing Economic Development Trust and Humphries Partners 2009, LLC. entered into a Project Development Agreement for certain marina improvements. Humphries Partners 2009, LLC has provided written notice of assignment of the Marina Project Development Agreement to Carlton Landing Enterprises. The Development Agreement provided for the assignment of the Marina Project Development Agreement to Carlton Landing Enterprises without any required approval from the Town.

The Development Agreement improvements consisted of the installation of the road from the end of Water Street to the Marina and parking area; extension of water, sewer, fiber, and electric utilities to the Marina; construction of the gangway and appropriate appurtenances to the floating dock and common area of the dock. Most of the improvements have been completed and the Developer has submitted his first reimbursement request in the amount of \$1,164,817.30. The Agreement provided for reimbursement to Developer for costs up to a maximum of \$1,252,169.00.

Portions of the project still to be completed are the water and sewer lines. Once the water and/or sewer lines have been installed the Developer will submit request(s) for reimbursement for the remaining balance of up to \$87,351.70.

Staff has reviewed the reimbursement request along with supporting invoices and determined the proposed reimbursement of expenses complies with the work to be performed under the Marina Project Development Agreement.

## **FUNDING:** TIF Revenue Note

EXHIBITS: Humphries Partners 2009, LLC Invoice

**RECOMMENDED ACTION:** Approve Carlton Landing Enterprises Marina Project Development Agreement Reimbursement request #1 in the amount of \$1,164,817.30.

Carlton Landing Enterprises 29 Water Street Carlton Landing, OK 74432 **Phone** 918 707 6138



## INVOICE NO. 2024

## DATE 9/17/2024

BILL TO	INSTRUCTIONS		
Town of Carlton Lar 44 Water Street Carlton Landing, OK 74432		ransfer Instructions.	
QUANTITY	DESCRIPTION		TOTAL
1	Marina Phase 1 Reimbursement		\$1,164,817.30
		SUBTOTAL	\$1,164,817.30
		TOTAL DUE	\$1,164,817.30
	-		

Thank you for your business!

Item No.

Date: September 21, 2024

## AGENDA ITEM COMMENTARY

**ITEM TITLE:** Consider, discuss and possibly vote to amend, revise, approve or deny the Engagement Letter with Monaghan, Warrick, King (MWK) to provide legal services related to H&G Paving and Glover and Associates Contracts with an initial appropriation of \$5,000.00, or take any other appropriate action.

**INITIATOR:** Greg Buckley, Town Administrator

### STAFF INFORMATION SOURCE: Greg Buckley, Town Administrator

**BACKGROUND:** There is still outstanding issue(s) related to finalizing the Alley Paving Project with H&G Paving. We have met with and corresponded with the Contractor and their Attorney multiple times over the past several months. The staff thinks it has reached a point to use an attorney with a background in construction contract disputes. Kay and I reached out to several attorneys for recommendations on attorney with municipal and construction contract issues. Kay further met with several of the attorneys to determine their interest and capability. Mr. Brant Warrick of Monoghan, Warrick, King presented himself will and was willing to accept the case.

The Engagement letter covers both H&G Paving and Glover and Associates. Glover and Associates is the contractor working on Stephens Road. Glover was the G of H&G Paving. When Glover and Associates bid on the Stephens Road project, we were assured that Glover and Associates was not a part of or a reorganization of H&G Paving. Based on that assurance we awarded the Stephens Road project to Glover and Associates. Recently, we have been made aware the parties are working together. The Stephens Road project is behind schedule and into Liquidated Damages of the Contract. Given the history with the Alley Project, we are preparing for the possibility of issues in closing out the Stephens Road project. Glover and Associates is still working on Stephens Road.

Staff think it is prudent to have Mr. Warrick's scope of service include both contracts and contractors.

## FUNDING: CLEDT

EXHIBITS: Monaghan, Warrick, King (MWK) Engagement Letter

**RECOMMENDED ACTION:** Approve the Engagement Letter with Monaghan, Warrick, King (MWK) to provide legal services related to H&G Paving and Glover and Associates Contracts with an initial appropriation of \$5,000.00.



MONAGHAN•WARRICK•KING

Attorneys and Counselors

September 4, 2024

<u>VIA EMAIL ONLY</u> Town of Carlton Landing Carlton Landing Economic Development Trust c/o Kay Robbins Wall lkrw@sbcglobal.net

> Re: Engagement for Legal Services- Town of Carlton Landing: H&G Paving & Glover and Associates

Dear Ms. Wall:

The purpose of this letter is to acknowledge your request for this Law Firm ("Firm") to provide a proposal to perform legal services for the Town of Carlton Landing and the Carlton Landing Economic Development Trust (collectively "Client") related to certain contract disputes involving H&G Paving Contractors, Inc. and Glover and Associates. This letter details our proposal. If the terms are acceptable, please send written confirmation of the engagement or sign the letter in the space provided below and return it to us.

Our goal is to provide quality legal services at a reasonable cost. Using our professional judgment, we will endeavor to assign work to the Firm's attorneys and legal assistants we deem appropriate under the circumstances. Although we will do our best to serve you effectively, we cannot guarantee success on any given matter. Nor do we guarantee that any particular result will be attained by us. You should promptly contact me with any questions or concerns you have with regard to our services.

Our fees in all matters in which we are engaged shall be based upon actual time spent in representing Client, including reviewing, legal research, drafting and preparation of documents, attendance at conferences and meetings, telephone conferences, and if required court appearances, trial time. Our schedule of hourly rates is based on experience, training and level of professional attainment for each attorney and legal assistant. We perform work on this matter at hourly billing rates for attorneys range from \$260.00 per hour for attorneys Kelly Monaghan and Brant Warrick, \$195 per hour for Associate Attorneys, and Legal Assistants are billed at \$120.00 per hour. These rates are for government entities and are discounted from our normal hourly rates.

4111 South Darlington • Suite 900 Tulsa, Oklahoma 74135-6330 (918) 627-6202 • (918) 627-6265 fax Direct Dial (918) 627-6251 E-Mail • bwarrick@mwkoklaw.com Town of Carlton Landing Carlton Landing Economic Development Trust September 4, 2024 Page 2

In the course of rendering services to Client, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, long distance telephone calls, travel, lodging and meals. Expense items incurred on your behalf will be itemized separately. You will be billed for the actual cost of such expenses. Additionally, it may be necessary to retain appraisers, engineers or other experts. Your approval to retain such experts will be requested in advance and invoices for their services will be forwarded directly to you for payment.

Generally, our statements are prepared and mailed on a monthly basis. Each statement is reviewed in advance by the responsible attorney and then processed to be sent to Client. We request your payment of our statements for all fees and expenses within twenty (20) days of your receipt. We will first deduct fees and costs earned from the retainer and such payments will be noted on our statements. We reserve the right to decline to continue to provide Client with services if Client fails to timely pay our statements without making mutually acceptable arrangements for delayed payments. In the event that our appearance is entered of record in any court proceeding, your failure to pay shall constitute your express consent to our withdrawal of our appearance as your counsel in such proceeding.

While there are no current conflicts of interest and none are anticipated, potential conflicts of interest may arise by virtue of representation of one party and other clients of the Firm. In the event of a conflict, you will be notified and the Firm may withdraw from all further representation of Client. Unless otherwise directed, under no circumstance will confidential information be divulged by the Firm to other persons or entities. By virtue of the nature of conflicting interests or potential conflicts of interest, the Firm hereby reserves the right to disengage representation upon delivery of written notice to Client.

Client waives and agrees in advance that the Firm will not be disqualified from representing interests that may become adverse to Client in regard to matters that are not substantially related to the matters on which the Firm has been retained by Client. This waiver does not permit the Firm to represent interests directly adverse to Client in matters that are substantially related to the work done for Client or permit the Firm to reveal to any third party or use against Client any confidences or secrets that Client transmits to the Firm.

Generally, at the conclusion of each matter, we will retain your legal files for a period of five (5) years after the matter has been completed. At the expiration of the five-year period, your legal files, including all documents or other items you may have provided to us, will be destroyed unless we are notified by you in writing to the contrary.

You have the right to terminate our representation at any time. We have the same right, subject to an obligation to give you reasonable notice to arrange alternative representation. In either

Town of Carlton Landing Carlton Landing Economic Development Trust September 4, 2024 Page 3

event, fees and costs incurred on or before the date of termination must be paid as described in this letter.

We look forward to assisting you. If at any time you have questions or comments regarding your legal representation, or wish to discuss matters set forth in this letter, please call.

Yours very truly,

MONAGHAN WARRICK-KING

W. Brant Warrick

WBW

Accepted by:

Item No.

Date: September 21, 2024

## AGENDA ITEM COMMENTARY

**ITEM TITLE:** Consider, discuss project update of Nature Center Facility.

**INITIATOR:** Mary Myrick, Mayor

STAFF INFORMATION SOURCE: Greg Buckley, Town Administrator

## **BACKGROUND**:

FUNDING: None

**EXHIBITS:** Nature Center Facility Concept Plan

**RECOMMENDED ACTION:** None.



# NATURE CENTER

The site the Nature Center occupies in Carlton Landing is important as a transition from the urban to the natural. The building acts as a terminated vista, while also forming one of the two walls of the hardscaped plaza with the future chapel. It also one of the few buildings along the edge of Lake Eufaula in Carlton Landing. We have designed the building to be multisided as all elevations have an important role to play in forming the public realm.

In this pass we have included the larger context of the site to include the future wedding lawn and outdoor pavillions to the south of the Nature Center. We created an education lawn between the building and the outdoor classroom acting as a hinge point that can serve both the classroom and the Nature Center. Beyond the classroom there are three lawns that can be used for various sized events. The path to these lawns is terminated with a rectangular pavalion that can serve as shelter for events. A hardscaped terrace along the edge could be used as a dance floor. We are also proposing selective clearing of trees along the edge to help open up views from this area and from the rear porch of the nature center.

This scheme sub-divides the main hall into three spaces and allowing that to be shown in the massing the building, so instead of a single-gabled, barn-like massing, the spaces are turned towards the lake with two gable ends and a connector between them. This allows for multiple configurations: 3 separate, small halls; 2 unequal-sized halls; or 1 single space. The main entry hall is off of the shared plaza with the chapel. There is a porch along the eastern facade opening to the upper and lower terraces along with views to the water. The admin suite is located off the parking lot and is postioned along with the future classroom buildings to the west to create a courtyard space that leads to the side entrance and main plaza beyond.

Total H/C square footage for this plan is 9,488. Total square footage under roof is 10,985.

<u>KEY</u>

- A. NATURE CENTER
  B. UPPER TERRACE
  C. EDUCATION LAWN
  D. OUTDOOR CLASSROOM
  E. SMALL EVENT LAWN
  F. LARGE EVENT LAWN
  G. GARDEN ROOM
  H. DANCE TERRACE
  J. LOWER TERRACE
- K. VIEW CORRIDOR L. FUTURE TOWN SQUARE BUILDINGS M. FUTURE CHAPEL N. PLAZA P. TOWN SQUARE R. TREE BOSQUE PARKING S. SERVICE YARD T. TRASH



SITE PLAN

# SCHEMATIC PRESENTATION

## SOMMER DESIGN STUDIOS

ARCHITECTURE & PLACE MAKING







PERSPECTIVE TOWARDS NATURE CENTER FROM STREET



PERSPECTIVE TOWARDS NATURE CENTER FROM CHAPEL

## FLOOR PLAN

SCHEMATIC PRESENTATION

# SOMMER DESIGN STUDIOS

ARCHITECTURE & PLACE MAKING





NORTH ELEVATION



SCHEMATIC PRESENTATION

## SOMMER DESIGN STUDIOS ARCHITECTURE & PLACE MAKING





SOUTH ELEVATION





AXON

# SCHEMATIC PRESENTATION



# SOMMER DESIGN STUDIOS

ARCHITECTURE & PLACE MAKING

Item No.

Date: September 21, 2024

## AGENDA ITEM COMMENTARY

**ITEM TITLE:** Consider, discuss and possible vote to amend, revise, approve or deny cancelling the December 21, 2024, Carlton Landing Economic Development Trust meeting, or take any other appropriate action.

**INITIATOR:** Mary Myrick, Mayor

STAFF INFORMATION SOURCE: Greg Buckley, Town Administrator

**BACKGROUND:** The Carlton Landing Economic Development Trust regular December meeting is December 21, 2024. The meeting date is the Saturday before the Christmas Holiday. Cancelling the December Carlton Landing Economic Development Trust meeting will allow the public, Trustees and Staff the ability to travel and/or enjoy the Holiday season without concern of missing a meeting.

FUNDING: None

EXHIBITS: None

**RECOMMENDED ACTION:** Approve cancelling the December 21, 2024, Carlton Landing Economic Development Trust meeting.

### Statement of Revenue and Expenditures

Acct		Current Period Aug 2024 Aug 2024 Actual	Year-To-Date Jul 2024 Aug 2024 Actual	Annual Budget Jul 2024 Jun 2025	Annual Budget Jul 2024 Jun 2025 Variance	Jul 2024 Jun 2025 Percent of Budget
nue & Expe	nditures					
evenue						
	tmental Revenues					
3999	Fund Balance Carryover	0.00	0.00	2,500,000.00	2,500,000.00	0.0%
4015	Pittsburgh County Sinking Fund	0.00	0.00	1,400,000.00	1,400,000.00	0.0%
4050	Tax Increment from County	46,500.50	46,500.50	0.00	(46,500.50)	0.0%
4400	Interest Income	27,976.97	27,976.97	0.00	(27,976.97)	0.0%
4500	Miscellanous Revenue	0.00	0.00	60,000.00	60,000.00	0.0%
Non-I	Departmental Revenues Totals	\$74,477.47	\$74,477.47	\$3,960,000.00	\$3,885,522.53	
	Revenue	\$74,477.47	\$74,477.47	\$3,960,000.00	\$3,885,522.53	
	Gross Profit	\$74,477.47	\$74,477.47	\$3,960,000.00	\$0.00	
penses						
General Go	vernment					
8100	2018 Revenue Bond	0.00	0.00	212,550.00	212,550.00	0.0%
8101	2018B Revenue Bond	0.00	0.00	119,612.50	119,612.50	0.0%
8102	2019 Revenue Bond	0.00	0.00	183,187.50	183,187.50	0.0%
8103	2020 Revenue Bond	0.00	0.00	81,980.00	81,980.00	0.0%
8104	2021 Revenue Bond	0.00	0.00	145,775.00	145,775.00	0.0%
8105	2022 Revenue Bond	0.00	0.00	187,363.00	187,363.00	0.0%
8106	2023 Revenue Bond	0.00	0.00	333,150.00	333,150.00	0.0%
8500	Interest Expense	2.00	4.00	0.00	(4.00)	0.0%
9500	Transfer OUT to General Fund	11,252.43	19,709.85	120,146.00	100,436.15	16.4%
	General Government Totals	\$11,254.43	\$19,713.85	\$1,383,764.00	\$1,364,050.15	
TIF Project	S					
7133	2019 Rev Bond - Trail Develop	0.00	0.00	25,000.00	25,000.00	0.0%
7160	2021 Rev Bond-Nature Center	30,800.00	51,534.98	412,500.00	360,965.02	12.5%
7161	2021 Rev Bond- Stephens Road	3,199.30	3,199.30	0.00	(3,199.30)	0.0%
7166	Rev Note-Marina Expan - Dock	0.00	0.00	105,244.00	105,244.00	0.0%
7167	Rev Note-Rec & Marina Infra	0.00	0.00	581,409.00	581,409.00	0.0%
7168	Phase 5 Alley Imrpov	0.00	0.00	463,137.00	463,137.00	0.0%
7169	Phase 6 Alley Improv	0.00	0.00	569,939.00	569,939.00	0.0%
7170	CL Academy Improv	0.00	0.00	500,000.00	500,000.00	0.0%
	TIF Projects Totals	\$33,999.30	\$54,734.28	\$2,657,229.00	\$2,602,494.72	
	Expenses	\$45,253.73	\$74,448.13	\$4,040,993.00	\$3,966,544.87	
		+ 20 222 74	±20.24	(490,002,00)	¢0.00	
	Revenue Less Expenditures	\$29,223.74	\$29.34	(\$80,993.00)	\$0.00	

### Statement of Revenue and Expenditures

Acct		Current Period Aug 2024 Aug 2024 Actual	Year-To-Date Jul 2024 Aug 2024 Actual	Annual Budget Jul 2024 Jun 2025	Annual Budget Jul 2024 Jun 2025 Variance	Jul 2024 Jun 2025 Percent of Budget	
Fund Balances							
	Beginning Fund Balance	482,603.40	511,797.80	0.00	0.00	0.0%	
	Net Change in Fund Balance	29,223.74	29.34	(80,993.00)	0.00	0.0%	
	Ending Fund Balance	511,827.14	511,827.14	0.00	0.00	0.0%	

#### Page 1 of 1

## Income Statement 8/1/2024 to 8/31/2024

		Aug 2024
		Aug 2024 Actual
		Actual
Revenue		
Other Revenue		
Tax Increment from County		46,500.50
Interest Income		27,976.97
	Revenue	\$74,477.47
	Gross Profit	\$74,477.47
<b>F</b>		
Expenses		
Capital Outlay		
2021 Rev Bond-Nature Center		30,800.00
2021 Rev Bond- Stephens Roa	d	3,199.30
Debt Service		
Interest Expense		2.00
Transfers Out		
Transfer OUT to General Fund		11,252.43
	Expenses	\$45,253.73
Income (Loss)	From Operations	\$29,223.74
	let Income (Loss)	\$29,223.74

Period: 8/1/2024 to 8/31/2024 Display Level: Level 3 Accounts Display Account Categories: Yes Display Subtotals: None Reporting Method: Accrual Fund: CLEDT Include Accounts: Accounts With Activity **Bank Register** 

## 8/1/2024 to 8/31/2024

	Transaction		Deposit	Deposit	Receipts	Checks &	D - I
Date	Number	Name / Description	Date	Number	& Credits	Payments	Balance
1040 BOK 36	49 TIF Ind	crement					
		Beginning Balance			0.00	0.00	594,317.07
8/23/2024	0159	Town of Carlton Landing			0.00	11,252.43	583,064.64
8/26/2024	R-00196	Pittsburg County Clerk			46,500.50	0.00	629,565.14
8/31/2024					0.00	2.00	629,563.14
		1040 BO	K 3649 TIF I	ncrement Totals	\$46,500.50	\$11,254.43	\$629,563.14
1070 BOK - F	Rev Bond 2	2019					
		Beginning Balance			0.00	0.00	1,608.18
8/23/2024	0009	Kerney Homes			0.00	23.91	1,584.27
		,	BOK - Rev B	ond 2019 Totals	\$0.00	\$23.91	\$1,584.27
1071 BOK D	av Band 24	10 Interact					
1071 BOK-R	ev Bona Zu	Beginning Balance			0.00	0.00	1,627.86
		5 5	v Rond 2010	9-Interest Totals	\$0.00	\$0.00	\$1,627.86
		1071 BOR-RE	W BUIIU 201:	-interest rotais	<b>\$0.00</b>	<b>\$0.00</b>	\$1,027.80
1080 BOK 30	45 Rev B	ond 2020					
		Beginning Balance			0.00	0.00	277,268.65
8/31/2024	R-00197	BOK Financial			1.34	0.00	277,269.99
		1080 BOK	3045 Rev B	ond 2020 Totals	\$1.34	\$0.00	\$277,269.99
1085 BOK 80	16 Rev Bo	ond 2023					
2000 2011 00		Beginning Balance			0.00	0.00	2,345,608.31
8/31/2024	R-00200	BOK Financial			20,123.66	0.00	2,365,731.97
		1085 BOK	8016 Rev B	ond 2023 Totals	\$20,123.66	\$0.00	\$2,365,731.97
1090 BOK 40		and 2021					
1090 DOK 40	144 KEV DU	Beginning Balance			0.00	0.00	(51,625.22)
8/23/2024	0043	Kerney Homes			0.00	83.51	(51,708.73)
8/31/2024	R-00198	BOK Financial			0.66	0.00	(51,708.07)
0,01,2021	K 00190		4044 Rev B	ond 2021 Totals	\$0.66	\$83.51	(\$51,708.07)
				-	•	· -	
1091 BOK Re	ev Bond Re						
		Beginning Balance			0.00	0.00	(226,975.25)
8/23/2024	0004	Kerney Homes			0.00	171.78	(227,147.03)
		1091 BOK Re	v Bond Rev	Acct 2020 Totals	\$0.00	\$171.78	(\$227,147.03)

**Bank Register** 

### 8/1/2024 to 8/31/2024

Transaction	Transaction		Deposit	Deposit	Receipts	Checks &	
Date	Number	Name / Description	Date	Number	& Credits	Payments	Balance
1092 BOK Re	ev Bond Pr	oceeds Acct 202					
		Beginning Balance			0.00	0.00	(4.21)
		1092 BOK Rev Bond Proceeds Acct 202 Totals			\$0.00	\$0.00	(\$4.21)
1095 BOK 20	)39 Rev Bo	ond 2022					
		Beginning Balance			0.00	0.00	899,035.69
8/15/2024	0024	Sommer Design Studios			0.00	18,000.00	881,035.69
8/22/2024	0025	Johnson & Associates			0.00	12,800.00	868,235.69
8/23/2024	0028	New Town Development			0.00	209.30	868,026.39
8/23/2024	0027	Whisenhunt Construction			0.00	1,440.00	866,586.39
8/23/2024	0026	Kerney Homes			0.00	1,270.80	865,315.59
8/31/2024	R-00199	BOK Financial			7,851.31	0.00	873,166.90
		1095 BOI	( 2039 Rev Bo	ond 2022 Totals	\$7,851.31	\$33,720.10	\$873,166.90
				Report Totals	\$74,477.47	\$45,253.73	\$3,870,084.82
		R	ecords includ	ed in total = 24			

Report Options Trans Date: 8/1/2024 to 8/31/2024 Fund: CLEDT Display Notation: No