

**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; **August 17, 2024**

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

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 Council 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 Board of Trustees on June 15, 2024
 - b. Regular Meeting of the CL Board of Trustees on July 20, 2024
4. Acknowledge receipt of Claims and Purchase Orders Report
5. Consider, discuss, and possibly vote to amend, revise, approve or deny Resolution 2024-07-02 Casting a Vote for Greg Buckley for Trustee of the Oklahoma Municipal Retirement Fund (OkMRF) to fill the expiring of At-Large Trustee representing the entire membership, or take any other appropriate action.
Exhibit:Official Ballot resolution At-Large-1
6. 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:HOA Phase 5 Alley Improvement Development Agreement (C 07-05-24)
7. 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:HOA Phase 6 Alley Improvement Development Agreement (C 07-05-24)
8. Items Removed from Consent Agenda
9. Consider, discuss, and possibly vote to amend, revise, approve or deny Resolution 2024-07-01 appointing David Walker as Commissioner #4 to the Planning Commission of the Town of Carlton Landing, Oklahoma, to fill the remaining term ending August 2025, or take any other appropriate action.
Exhibit:Resolution 2024-08-01 Planning Commission; Mary Myrick resignation Letter

10. Consider, discuss, and possibly vote to, amend, revise, approve or deny Ordinance No. 2024-08-01 governing the operation of Financial and Business Procedures of the Town of Carlton Landing purchasing authority and bidding requirements, or take any other appropriate action.
 - a. Vote to approve Declaring an Emergency
Exhibit:Purchase and Bidding Requirements Ord_2024-08-01
11. Consider, discuss, and possibly vote to amend, revise, approve or deny BOT Budget Fiscal Year 24-25 Amendment #1 appropriating \$75,0000 additional revenue in Balance Forward/Carryover and increase General Government Building Maintenance expense for maintenance \$25,000.00 and General Government Projects for Carlton Landing Academy Improvements \$50,000.00, or take any other appropriate action.
Exhibit:FY 24-25 BUDGET BOT AMENDMENT #1 8-17-2024
12. Reports
 - a. Sales Tax Revenue and other Financial Reports: Statement of Revenue and Expenditures - BOT July 2024, Income Statement - BOT July 2024, Bank Register - BOT July 2024
 - b. Town Administrator; Nature Center Update-07 2024 Developer Report
 - c. Legal Reports, Comments, and Recommendations to the Governing Body
13. Recognize Citizens wishing to comment on non-Agenda Items
Under Oklahoma Law, the Board of 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.
14. 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 August 2024, being at least 24 hours prior to the Regular Meeting described above.

Signature of Person Posting the Agenda

Susan Kimmel
Printed Name of Person Posting the Agenda

**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 15, 2024**

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

MINUTES

1. Call to Order: The meeting was called to order by Mayor Myrick at 8:35 a.m. on May 18, 2024

2. Roll Call
 - Mary Myrick
 - Kris Brule'
 - Clay Chapman
 - Chuck Mai
 - Scott

Consent Items

3. Approval of Minutes:
 - a. Regular Meeting of the CL Board of Trustees on May 18, 2024

4. Acknowledge receipt of Claims and Purchase Orders Report

5. Consider, discuss, and possibly vote to amend, revise, approve or deny removing Joanne Chinnici as an authorized signatory on the Town Bank Account(s), or take any other appropriate action.

6. Consider, discuss, and possibly vote to amend, revise, approve or deny adding Heather Scott as an authorized signatory on the Town Bank Account(s), or take any other appropriate action

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:

7. Items Removed from Consent Agenda
8. Hold a Public Hearing to discuss the Town of Carlton Landing Budget for Fiscal Year 2024-2025 or take any other appropriate action.

Exhibit:

The budget is consistent with last year with a couple of changes. Projected revenue down this year – adjusted down due to the given uncertainty of economic times. We will remain conservative in the way we handle the budget.

Projected expenses maintained with a few changes:

1. Maintained commit to school remains in budget
2. Fire department – six-month funding extension
3. Reduce amount of the administrative load from TIF

Questions: none

Close public hearing – council action

9. Consider, discuss and possibly vote to amend, revise, approve or deny Resolution 2024-06-01 approving the Town of Carlton Landing, Oklahoma, budget for the General Fund, Street and Alley Fund, and Carlton Landing Economic Development Trust for the fiscal year beginning July 1, 2024 and ending June 30, 2025, and providing for the investment of said funds, or take any other appropriate action

Trustee question: Chuck Mai: lodging tax. 77 percent – why? Answer (Buckley): To stay conservative. Lower projection we still meet our obligations. We have our contingency. We do have extra for security just in case we need more. We added security randomly throughout the week during the summer.

Increase lodging tax? No discussion from others. Residents are tax weary.

Concerns about school maintenance issues. They do have fund raising, but not quite meeting the need. Ultimately, it is not the town's obligation to do it. Greg will meet with superintendent. We will ask them for recommendations and assistance. If they cannot provide anything, then we will try to provide some assistance. School board president will resign this school year. She will stay on the Board parttime. The school needs to add new board members and leadership. The school buildings are the town's assets and we do have an agreement to lease it to the school (one dollar per year). The lease provides that the school takes care of all maintenance. Mike Kerney, as our public work person, will look at the list of maintenance issues. Currently: unresolved.

MOTION: A motion was made by Chuck Mai and seconded by Clay Chapman to amend, revise, approve or deny Resolution 2024-06-01 approving the Town of Carlton Landing, Oklahoma, budget for the General Fund, Street and Alley Fund, and Carlton Landing Economic Development Trust for the fiscal year beginning July 1, 2024 and ending June 30, 2025, and providing for the investment of said funds.

AYE: Myrick

Brule'

Chapman

Mai

Scott

Reports

- a. Sales Tax Revenue and other Financial Reports
- b. Town Administrator
- c. Legal Reports, Comments, and Recommendations to the Governing Body

Discussion: Greg: nature center had meeting with designer. By mid-July we should have a concept design.

Seth Gephardt is not in attendance today. Speaking on his behalf: five items to update.

- Nature center design: Cost for town cost infrastructure is \$19,500.
- Progress on marina – does include gasoline
- In process of signed agreement for marina to make sure we are comfortable with the current agreement.
- Clarification of expectation on future agreements between us and anyone we fund. We will include our expectations for all future agreements. We want specifics on infrastructure. Previously we didn't ask specific questions. The agreement is our opportunity to influence the process. Must define the expectations going forward.
- The marina infrastructure includes more than just the Marina...Stephens Road, soccer field, etc.

10. Recognize Citizens wishing to comment on non-Agenda Items
none

Discussion:

11. Adjournment: The meeting was adjourned by Mayor Myrick at 8:56 a.m., May 18, 2024.

Mayor

Attest:

Town Clerk

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

Location: 10B Boulevard, Carlton Landing, Oklahoma, also known as
the Carlton Landing Academy Cafeteria

Saturday; **July 20, 2024**

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

MINUTES

July meeting was cancelled.

Mayor

Attest:

Town Clerk

General Fund
Payments Journal (Summary)
7/1/2024 to 7/31/2024

Check Date	Check / Reference #	Payee	Amount
1000 Town of CL Checking 9683			
7/2/2024	EFT	RWS Cloud Services	96.00
7/5/2024	EFT	RWS Cloud Services	96.00
7/5/2024	1682	Susan Kimmel	300.00
7/5/2024	1681	Cross Telephone Co	97.00
7/5/2024	1680	Kiamichi Electric	99.00
7/5/2024	1679	Cloudpermit Inc	2,000.00
7/5/2024	1678	Luker Heat & Air LLC	147.50
7/5/2024	A-10158	Amanda K Harjo	1,600.14
7/5/2024	A-10157	James G Buckley	3,704.80
7/12/2024	EFT	Oklahoma Tax Commission	508.00
7/12/2024	EFTPS	EFTPS	3,394.12
7/12/2024	1685	OPEH&W	1,777.98
7/12/2024	1684	Oklahoma Facility Services LLC	2,735.00
7/12/2024	1683	Crawford & Associates, P.C.	345.00
7/15/2024			89.07
7/19/2024	1690	Matthew McFarland	200.00
7/19/2024	1689	John Burnett	200.00
7/19/2024	1688	OMAG	350.00
7/19/2024	1687	OMMS	500.00
7/19/2024	1686	Center for Economic	240.00
7/19/2024	A-10160	Amanda K Harjo	1,622.02
7/19/2024	A-10159	James G Buckley	3,571.86
7/26/2024	1692	Oklahoma Facility Services LLC	3,335.00
7/26/2024	1691	Elan Financial Services	1,137.97
7/26/2024	EFT	OESC	118.13
7/31/2024	GJ-10114	Payroll	5,401.39
1000 Town of CL Checking 9683 Totals			\$33,665.98

Report Options

Check Date: 7/1/2024 to 7/31/2024

Display Notation: No

Fund: General Fund

Item No. _____

Date: July 20, 2024

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, discuss, and possibly vote to, amend, revise, approve or deny Resolution 2024-07-02 Casting a Vote for Greg Buckley for Trustee of the Oklahoma Municipal Retirement Fund (OkMRF) to fill the expiring of At-Large Trustee representing the entire membership, or take any other appropriate action.

INITIATOR: Greg Buckley, Town Administrator

STAFF INFORMATION SOURCE: Greg Buckley, Town Administrator

BACKGROUND: At the May 18, Board of Trustee meeting the Board approved a Resolution Nominating me as a candidate to fill the At-Large Trustee position for the Oklahoma Municipal Retirement Fund. The proposed Resolution casts the Towns vote for me for the At-Large Trustee position.

FUNDING: None

EXHIBITS: Resolution casting Town's vote for Greg Buckley for At-Large position.

RECOMMENDED ACTION: Approve Resolution 2024-07-02 Casting a Vote for Greg Buckley for Trustee of the Oklahoma Municipal Retirement Fund (OkMRF) to fill the expiring of At-Large Trustee representing the entire membership.

RESOLUTION NO. 2024-07-02

OFFICIAL BALLOT

A RESOLUTION OF TOWN OF CARLTON LANDING CASTING A VOTE FOR TRUSTEE OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND (OkMRF) TO FILL THE EXPIRING TERM OF AT-LARGE TRUSTEE REPRESENTING THE ENTIRE MEMBERSHIP.

WHEREAS, Town of Carlton Landing , participates in the OkMRF and is eligible to cast one vote for the Trustee office of the OkMRF Board to fill the expiring term for At-Large Trustee; and

WHEREAS, no vote can be split or cast in any fraction or part of the whole; and

WHEREAS, the Authorized Agent indicates the results of our vote on the ballot and returns this ballot to the Trust Administrator between July 20, 2024, and August 30, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Mayor/Chair and City Council/Board, of the participating employer Town of Carlton Landing , that its vote for the At-Large Trustee shall be cast for the following nominee (fill in name of nominee):

1. Greg Buckley
AT-LARGE Trustee

*****END*****

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor/Chair and City Council/Board of the participating employer of Town of Carlton Landing on the 20 day of July , 2024 .

Mayor/Chair

Attest (Seal):

City Clerk/Secretary/Authorized Agent

TO ENSURE DELIVERY, PLEASE CALL 1-888-394-6673 EXT. 100

*MAIL RESOLUTIONS TO:
OKLAHOMA MUNICIPAL RETIREMENT FUND*

*1001 NW 63RD STREET, SUITE 260
OKLAHOMA CITY, OK 73116*

Item No. _____

Date: July 20, 2024

AGENDA ITEM COMMENTARY

ITEM TITLE: 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.

INITIATOR: Greg Buckley, Town Administrator

STAFF INFORMATION SOURCE: Greg Buckley, Town Administrator

BACKGROUND: At the June 15, 2024 Trust meeting the Board approved project funding for Carlton Landing Association, Inc Phase 5 Alley Improvement with TIF Funding. This is the first type of project with a third party. Staff worked with Jeff Sabin, Economic Law Group, to prepare an Agreement for this type of third-party project. The TIF Committee met June 7 and recommends appropriating an amount up to \$463,137.00 to Carlton Landing Association, Inc. for Phase 5 Alleyway Improvement Project. The project request would improve the Phase 5 alleyway with asphalt and conform with the previous alley improvement projects. Basically, the improvement will be a 12' wide concave asphalt overlay with a rain channel in the middle of the alley.

FUNDING: TIF

EXHIBITS: CL Association, Inc. Phase 5 Alleyway Improvement Development Agreement

RECOMMENDED ACTION: Approve Carlton Landing Association, Inc Private Alley Development Agreement - Phase 5 with TIF funding in an amount up to \$463,137.00.



Private Alley Development Agreement Phase 5

By and Between

The Town of Carlton Landing,

The Carlton Landing Economic Development Trust,

and

Carlton Landing Association, Inc.

_____, 2024

Private Alley Development Agreement - Phase 5

This *Private Alley Development Agreement* (“Agreement”) is made effective on or as of this ____ day of _____, 2024 (“Effective Date”), by and between the Town of Carlton Landing (“Town”), the Carlton Landing Economic Development Trust, a public trust having the Town of Carlton Landing as its beneficiary (“CLEDT”), and Carlton Landing Association, Inc., an Oklahoma not for profit corporation (“Developer”) (collectively, “Parties”).

Recitals:

1. The Town envisions the buildout of the Town according to its adopted comprehensive plan (“Project”), and has adopted the Carlton Landing Economic Development Project Plan (“Project Plan”) pursuant to the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.* (“Act”), to assist with the financing of the Project; and
2. Pursuant to the Project Plan, the Town has authorized CLEDT to undertake certain responsibilities in connection with the Project, including the ability incur project costs as defined in the Project Plan; and
3. The objectives of the Town will be advanced by construction and maintenance of privately owned and maintained alleys serving the general public in areas identified on Exhibit A to this Agreement (“Development”); and
4. On June 15, 2024, the Town approved an allocation of increment revenue for the Development in an amount not to exceed \$463,137.00; and
5. The Town, through CLEDT, desires to assist, encourage and support the Development by providing for the construction of the Development; and
6. The Town and CLEDT deem it appropriate to approve the execution of this Agreement.

Agreement:

In consideration of the promises and mutual obligations herein set forth, the Parties hereby covenant and agree with each other as follows:

I. Nature of the Agreement

A. Scope of the Project

The Development is described and identified on Exhibit A attached to this Agreement and incorporated herein by reference.

The Development will enhance the quality of life for current residents. The public assistance provided for in this Agreement will help enable the Developer to construct the Development.

B. Public Assistance

In accordance with this Agreement, CLEDT will provide assistance in development financing to the Developer to support the Development in order to augment the feasibility of undertaking the Development and the implementation of the Project. All costs of the Development will be borne by the Developer, subject to the assistance provisions contained herein.

C. Relationship of the Parties

The undertaking of this Agreement will require the mutual cooperation of the Parties and their timely actions on matters appropriate or necessary to implementation. The Parties shall use their best efforts in good faith to perform and to assist others in performing their respective obligations in accordance with this Agreement. This Agreement specifically does not create any partnership or joint venture between the Parties, nor render any party liable for any of the debts or obligations of any other party.

D. Compliance with Applicable Laws and Regulations

The Town, CLEDT, and the Developer shall comply with applicable federal, state, and local laws and regulations.

II. Conditions Preceding Development

A. Design Documents

Developer will have submitted, and CLEDT will have reviewed and approved, of all Design Documents submitted pursuant to Section III.C. of this Agreement.

B. Procurement

The Developer will have submitted evidence, reasonably satisfactory to CLEDT, that it has used reasonable efforts to obtain at least three quotes from qualified contractors or vendors capable of performing the services necessary to complete the Development.

III. Developer Obligations

A. Construction of Development

In accordance with the provisions of this Agreement, the Developer shall cause the Development to be constructed.

B. Commencement and Completion Date

The construction of the Development will be commenced on or before _____, 20____, and will be completed on or before _____, 20____. Developer must notify CLEDT in writing within thirty (30) days of completion of construction.

C. Design Documents

Developer shall provide to CLEDT development plans and specifications, consisting of architectural drawings and/or engineered plans (together, as applicable, "Design Documents") at least sixty (60) days before the date construction is to commence under paragraph B above. Design Documents should illustrate conformance with the Development description provided in Exhibit A. Developer shall secure or cause to be secured all governmental approvals (municipal, county, state, or federal) in connection with the construction of the Development. Developer shall submit any material change to the Design Documents to CLEDT for review and approval before agreeing to any such modifications or related change orders and before any work is performed related to such modification or change order. For purposes of this Agreement, a material change means any modification that increases the costs of the Development for which Developer will seek an increase in the Assistance in Development Financing to be provided pursuant to this Agreement. Developer shall be financially responsible for all work performed prior to CLEDT approval of the Design Documents or any material change.

D. Access to the Development

Prior to the completion of the construction of the Development, the Developer shall permit the representatives of the Town and CLEDT access to the Development and the Property at all reasonable times that any of them deems necessary for the purposes of the Agreement, including, but not limited to, inspection of all work being performed in connection with the construction of the Development. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this paragraph.

E. Maintenance of the Development

After completion of the construction of the Development, the Developer shall maintain the Development.

F. Point of Delivery

To the extent feasible, Developer shall cause, and shall require all contractors and vendors to cause, all construction purchases to be delivered to a construction site or another convenient location in the Town of Carlton Landing.

G. Other Actions

The Developer agrees to take such other actions as may be appropriate or desirable to support the implementation of the Development including, by way of example, furnishing information reasonably requested by CLEDT, and in other matters that may be of benefit to the Development.

IV. CLEDT and Town Obligations; Assistance Procedure

A. Design Review

CLEDT shall review Design Documents submitted by the Developer pursuant to Section III.C. of this Agreement.

B. Approval of Completed Construction

Upon Developer's completion of the Development, CLEDT shall inspect the construction to ensure compliance with the approved Design Documents. CLEDT shall notify the Developer in writing of its approval, or rejection with detailed reasons therefore, of completed construction within thirty (30) days of CLEDT's receipt of Developer's notice of completion of construction referenced in Section III.B. above.

C. Provision of Assistance in Development Financing

1. Generally

CLEDT shall provide the Developer with Assistance in Development Financing in the amount not to exceed \$463,137.00 to support the costs of construction of the Development as part of the Project. Authorized improvements for which public assistance will be provided include the identified and approved project described on Exhibit A.

2. Project Plan Authorization

The Project Plan authorizes a budget for authorized project costs. The costs of the Development are included as authorized costs in the Project Plan for public amenities under the "Assistance in Development Financing" Project Cost category. All costs for the Development shall generally be eligible for payment

through public financing assistance up to the total amounts listed in Section IV.C.1. above.

3. Payment Obligations and Procedure

CLEDT shall pay to the Developer such assistance, up to but not to exceed \$463,137.00, within 60 days of receipt of an invoice from Developer for costs incurred in construction of the Development. All invoices provided to CLEDT shall provide an amount requested for payment, any supporting documentation and contractor invoices related to such request, and the amount of assistance previously paid to Developer under this Agreement. CLEDT's payment obligations shall be payable solely from apportioned tax increment revenues collected from Increment District No. 1, as directed by the Town pursuant to the approved annual Project Cost implementation schedule, and public financing proceeds received for which apportioned tax increment revenues are pledged toward repayment.

4. Limitations on Assistance in Development Financing Obligations

In no event shall the total amount of Assistance in Development Financing provided to the Developer under this Agreement exceed the amount listed in Section IV.C.1.

5. No Liability of CLEDT

CLEDT shall not have any liability for payment of the Assistance in Development Financing obligations described in this Agreement other than the obligation to account for, and timely use, apportioned tax increment revenues or financing proceeds as authorized and agreed.

V. Remedies

A. Termination by Default

In the event that either party defaults on their obligations under this Agreement, and if any such default or failure shall not be cured within thirty (30) days after the date of written demand by the aggrieved party to the defaulting party, then this Agreement, or the relevant portion thereof, may, at the option of the aggrieved party, be terminated by written notice thereof to the defaulting party, and, neither Party shall have any further rights against or liability to the other Party under this Agreement.

B. Other Rights and Remedies of CLEDT; No Waiver by Delay

CLEDT shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purposes of this Agreement, and any delay by CLEDT in

instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights to so deprive it of or limit such rights in any way (it being the intent of this provision that CLEDT or the Town should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Paragraph because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by CLEDT with respect to any specific default by the Developer under this Section be considered or treated as a waiver of the rights of CLEDT to any other defaults by the Developer with respect to the particular default except to the extent specifically waived in writing.

C. Rights and Remedies Cumulative

The rights and remedies of the Parties, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party, or any successor in interest, of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance, or manner or time thereof, or any obligation of any other party or any condition to its own obligations under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of any other party or condition to its own obligations beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the party.

VI. General Provisions

A. Conflict of Interest; Town and CLEDT Representatives Not Individually Liable

No official or employee of the Town or CLEDT shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the Parties. No official or employee of the Town or CLEDT shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by CLEDT or for any amount that becomes due to the Developer or its successors under this Agreement.

B. No Broker Agreement

Each party hereto represents to each other party that the obligations pursuant to this Agreement have not involved any broker nor is any party hereto liable for the payment

of a brokerage commission in connection with the negotiation of this Agreement. Each party agrees to indemnify and hold harmless each other party from any and all liability, loss, claim or expenses arising out of any breach of their respective foregoing representation.

C. Applicable Law; Severability; Entire Agreement

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Except as specifically referenced herein, this Agreement sets forth the entire understanding between the Town, CLEDT, and the Developer with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than as contained herein.

D. Assignment

The Developer shall not assign this Agreement or any interest therein without the prior approval of the Town and CLEDT except for assignments for the benefit of any lender in accordance with required and approved financing.

E. Fiscal Year Limitation

Notwithstanding any provisions of this Agreement to the contrary, it is acknowledged that CLEDT, a public trust, is not subject to those provisions of the Oklahoma Constitution and law with respect to municipal obligations to transfer money beyond a municipality's fiscal year. The potentially multiyear obligations of CLEDT under this Agreement are not subject to future appropriations of the Town but only subject to availability of tax increment revenues from Increment District No. 1.

F. Third Parties

Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other person.

G. No Partnership Created

This Agreement specifically does not create any partnership or joint venture between the Parties, or render any party liable for any of the debts or obligations of any other party.

H. Time is of the Essence

The Parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.

I. Formalities and Authority

The Parties represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

J. Notices and Demands

Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

1. In the case of the Town:

Town of Carlton Landing
Attn: Greg Buckley, Town Administrator
44 Water Street
Carlton Landing, OK 74432

2. In the case of CLEDT:

Carlton Landing Economic Development Trust
Attn: Greg Buckley, Town Administrator
44 Water Street
Carlton Landing, OK 74432

3. In case of the Developer:

Carlton Landing Association, Inc.
Attn: Stephen Covil, General Manager
29 Water Street
Carlton Landing, OK 74432

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the others as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

K. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

L. Modifications

This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

M. Unavoidable Delays

The time for performance of any term, covenant, condition, or provision of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition or provision under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, any other party to this Agreement (for example, a delay in transfer of possession), strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty, but shall not include delays attributable to financial difficulties of such party.

N. Further Assurances

Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

O. Attorneys' Fees

In the event of any controversy, claim or dispute between the parties affecting or relating to the subject matter or performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable expenses, including reasonable attorneys' and accountants' fees.

P. Counterparts

This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same Agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

Q. Construction of this Agreement

The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

[signatures on following pages]

Town of Carlton Landing
"Town"

By: _____
Mary Myrick, Mayor

Acknowledgment

STATE OF OKLAHOMA,)
) ss.
COUNTY OF PITTSBURG.)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20____, personally appeared Mary Myrick, to me known to be the identical person who executed the foregoing instrument as the Mayor of the Town of Carlton Landing, and acknowledged to me that she executed the same as her free and voluntary act on behalf of the Town of Carlton Landing, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

Notary Public

My Commission Number: _____
My Commission Expires: _____

(SEAL)

Carlton Landing Economic Development Trust
"CLEDT"

By: _____
Mary Myrick, Chair

Acknowledgment

STATE OF OKLAHOMA,)
) ss.
COUNTY OF PITTSBURG.)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20____, personally appeared Mary Myrick, to me known to be the identical person who executed the foregoing instrument as the Chair of the Carlton Landing Economic Development Trust, and acknowledged to me that she executed the same as her free and voluntary act on behalf of the Carlton Landing Economic Development Trust, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

Notary Public

My Commission Number: _____
My Commission Expires: _____

(SEAL)

EXHIBIT A

PHASE 5 ALLEYWAY PROJECT

Project Sponsor: Carlton Landing Association, Inc.

Location: Phase 5

Project Budget: \$463,137

Projected Start Date: July 2024

Projected Completion Date: September 2024

Uses of Funds:

Project Costs \$ 355,882	78%
Contingency 56,457	15%
Project Management 30,299	7%
Total Uses of Funds \$ 463,137	100%

Sources of Funds:

Private Investment \$0	0%
TIF Funding 463,137	100%
Total Sources of Funds \$ 463,137	100%

Project Narrative and Public Benefit:

The Phase 5 Alley Way Project will enhance accessibility and safety for residents and visitors, facilitating easier movement throughout the neighborhood. Additionally, it will increase property values and contribute to the overall aesthetic appeal of the community.



Item No. _____

Date: July 20, 2024

AGENDA ITEM COMMENTARY

ITEM TITLE: 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.

INITIATOR: Greg Buckley, Town Administrator

STAFF INFORMATION SOURCE: Greg Buckley, Town Administrator

BACKGROUND: At the June 15, 2024 Trust meeting the Board approved project funding for Carlton Landing Association, Inc Phase 6 Alley Improvement with TIF Funding. This is the first type of project with a third party. Staff worked with Jeff Sabin, Economic Law Group, to prepare an Agreement for this type of third-party project. The TIF Committee met June 7 and recommends appropriating an amount up to \$569,939.00 to Carlton Landing Association, Inc. for Phase 6 Alleyway Improvement Project. The project request would improve the Phase 5 alleyway with asphalt and conform with the previous alley improvement projects. Basically, the improvement will be a 12' wide concave asphalt overlay with a rain channel in the middle of the alley.

FUNDING: TIF

EXHIBITS: CL Association, Inc. Phase 6 Alleyway Improvement Development Agreement

RECOMMENDED ACTION: Approve Carlton Landing Association, Inc Private Alley Development Agreement - Phase 6 with TIF funding in an amount up to \$569,939.00.



Private Alley Development Agreement Phase 6

By and Between

The Town of Carlton Landing,

The Carlton Landing Economic Development Trust,

and

Carlton Landing Association, Inc.

_____, 2024

Private Alley Development Agreement - Phase 6

This *Private Alley Development Agreement* (“Agreement”) is made effective on or as of this ____ day of _____, 2024 (“Effective Date”), by and between the Town of Carlton Landing (“Town”), the Carlton Landing Economic Development Trust, a public trust having the Town of Carlton Landing as its beneficiary (“CLEDT”), and Carlton Landing Association, Inc., an Oklahoma not for profit corporation (“Developer”) (collectively, “Parties”).

Recitals:

1. The Town envisions the buildout of the Town according to its adopted comprehensive plan (“Project”), and has adopted the Carlton Landing Economic Development Project Plan (“Project Plan”) pursuant to the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.* (“Act”), to assist with the financing of the Project; and
2. Pursuant to the Project Plan, the Town has authorized CLEDT to undertake certain responsibilities in connection with the Project, including the ability incur project costs as defined in the Project Plan; and
3. The objectives of the Town will be advanced by construction and maintenance of privately owned and maintained alleys serving the general public in areas identified on Exhibit A to this Agreement (“Development”); and
4. On June 15, 2024, the Town approved an allocation of increment revenue for the Development in an amount not to exceed \$569,939.00; and
5. The Town, through CLEDT, desires to assist, encourage and support the Development by providing for the construction of the Development; and
6. The Town and CLEDT deem it appropriate to approve the execution of this Agreement.

Agreement:

In consideration of the promises and mutual obligations herein set forth, the Parties hereby covenant and agree with each other as follows:

I. Nature of the Agreement

A. Scope of the Project

The Development is described and identified on Exhibit A attached to this Agreement and incorporated herein by reference.

The Development will enhance the quality of life for current residents. The public assistance provided for in this Agreement will help enable the Developer to construct the Development.

B. Public Assistance

In accordance with this Agreement, CLEDT will provide assistance in development financing to the Developer to support the Development in order to augment the feasibility of undertaking the Development and the implementation of the Project. All costs of the Development will be borne by the Developer, subject to the assistance provisions contained herein.

C. Relationship of the Parties

The undertaking of this Agreement will require the mutual cooperation of the Parties and their timely actions on matters appropriate or necessary to implementation. The Parties shall use their best efforts in good faith to perform and to assist others in performing their respective obligations in accordance with this Agreement. This Agreement specifically does not create any partnership or joint venture between the Parties, nor render any party liable for any of the debts or obligations of any other party.

D. Compliance with Applicable Laws and Regulations

The Town, CLEDT, and the Developer shall comply with applicable federal, state, and local laws and regulations.

II. Conditions Preceding Development

A. Design Documents

Developer will have submitted, and CLEDT will have reviewed and approved, of all Design Documents submitted pursuant to Section III.C. of this Agreement.

B. Procurement

The Developer will have submitted evidence, reasonably satisfactory to CLEDT, that it has used reasonable efforts to obtain at least three quotes from qualified contractors or vendors capable of performing the services necessary to complete the Development.

III. Developer Obligations

A. Construction of Development

In accordance with the provisions of this Agreement, the Developer shall cause the Development to be constructed.

B. Commencement and Completion Date

The construction of the Development will be commenced on or before _____, 20____, and will be completed on or before _____, 20____. Developer must notify CLEDT in writing within thirty (30) days of completion of construction.

C. Design Documents

Developer shall provide to CLEDT development plans and specifications, consisting of architectural drawings and/or engineered plans (together, as applicable, "Design Documents") at least sixty (60) days before the date construction is to commence under paragraph B above. Design Documents should illustrate conformance with the Development description provided in Exhibit A. Developer shall secure or cause to be secured all governmental approvals (municipal, county, state, or federal) in connection with the construction of the Development. Developer shall submit any material change to the Design Documents to CLEDT for review and approval before agreeing to any such modifications or related change orders and before any work is performed related to such modification or change order. For purposes of this Agreement, a material change means any modification that increases the costs of the Development for which Developer will seek an increase in the Assistance in Development Financing to be provided pursuant to this Agreement. Developer shall be financially responsible for all work performed prior to CLEDT approval of the Design Documents or any material change.

D. Access to the Development

Prior to the completion of the construction of the Development, the Developer shall permit the representatives of the Town and CLEDT access to the Development and the Property at all reasonable times that any of them deems necessary for the purposes of the Agreement, including, but not limited to, inspection of all work being performed in connection with the construction of the Development. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this paragraph.

E. Maintenance of the Development

After completion of the construction of the Development, the Developer shall maintain the Development.

F. Point of Delivery

To the extent feasible, Developer shall cause, and shall require all contractors and vendors to cause, all construction purchases to be delivered to a construction site or another convenient location in the Town of Carlton Landing.

G. Other Actions

The Developer agrees to take such other actions as may be appropriate or desirable to support the implementation of the Development including, by way of example, furnishing information reasonably requested by CLEDT, and in other matters that may be of benefit to the Development.

IV. CLEDT and Town Obligations; Assistance Procedure

A. Design Review

CLEDT shall review Design Documents submitted by the Developer pursuant to Section III.C. of this Agreement.

B. Approval of Completed Construction

Upon Developer's completion of the Development, CLEDT shall inspect the construction to ensure compliance with the approved Design Documents. CLEDT shall notify the Developer in writing of its approval, or rejection with detailed reasons therefore, of completed construction within thirty (30) days of CLEDT's receipt of Developer's notice of completion of construction referenced in Section III.B. above.

C. Provision of Assistance in Development Financing

1. Generally

CLEDT shall provide the Developer with Assistance in Development Financing in the amount not to exceed \$569,939.00 to support the costs of construction of the Development as part of the Project. Authorized improvements for which public assistance will be provided include the identified and approved project described on Exhibit A.

2. Project Plan Authorization

The Project Plan authorizes a budget for authorized project costs. The costs of the Development are included as authorized costs in the Project Plan for public amenities under the "Assistance in Development Financing" Project Cost category. All costs for the Development shall generally be eligible for payment

through public financing assistance up to the total amounts listed in Section IV.C.1. above.

3. Payment Obligations and Procedure

CLEDT shall pay to the Developer such assistance, up to but not to exceed \$569,939.00, within 60 days of receipt of an invoice from Developer for costs incurred in construction of the Development. All invoices provided to CLEDT shall provide an amount requested for payment, any supporting documentation and contractor invoices related to such request, and the amount of assistance previously paid to Developer under this Agreement. CLEDT's payment obligations shall be payable solely from apportioned tax increment revenues collected from Increment District No. 1, as directed by the Town pursuant to the approved annual Project Cost implementation schedule, and public financing proceeds received for which apportioned tax increment revenues are pledged toward repayment.

4. Limitations on Assistance in Development Financing Obligations

In no event shall the total amount of Assistance in Development Financing provided to the Developer under this Agreement exceed the amount listed in Section IV.C.1.

5. No Liability of CLEDT

CLEDT shall not have any liability for payment of the Assistance in Development Financing obligations described in this Agreement other than the obligation to account for, and timely use, apportioned tax increment revenues or financing proceeds as authorized and agreed.

V. Remedies

A. Termination by Default

In the event that either party defaults on their obligations under this Agreement, and if any such default or failure shall not be cured within thirty (30) days after the date of written demand by the aggrieved party to the defaulting party, then this Agreement, or the relevant portion thereof, may, at the option of the aggrieved party, be terminated by written notice thereof to the defaulting party, and, neither Party shall have any further rights against or liability to the other Party under this Agreement.

B. Other Rights and Remedies of CLEDT; No Waiver by Delay

CLEDT shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purposes of this Agreement, and any delay by CLEDT in

instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights to so deprive it of or limit such rights in any way (it being the intent of this provision that CLEDT or the Town should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Paragraph because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by CLEDT with respect to any specific default by the Developer under this Section be considered or treated as a waiver of the rights of CLEDT to any other defaults by the Developer with respect to the particular default except to the extent specifically waived in writing.

C. Rights and Remedies Cumulative

The rights and remedies of the Parties, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party, or any successor in interest, of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance, or manner or time thereof, or any obligation of any other party or any condition to its own obligations under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of any other party or condition to its own obligations beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the party.

VI. General Provisions

A. Conflict of Interest; Town and CLEDT Representatives Not Individually Liable

No official or employee of the Town or CLEDT shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the Parties. No official or employee of the Town or CLEDT shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by CLEDT or for any amount that becomes due to the Developer or its successors under this Agreement.

B. No Broker Agreement

Each party hereto represents to each other party that the obligations pursuant to this Agreement have not involved any broker nor is any party hereto liable for the payment

of a brokerage commission in connection with the negotiation of this Agreement. Each party agrees to indemnify and hold harmless each other party from any and all liability, loss, claim or expenses arising out of any breach of their respective foregoing representation.

C. Applicable Law; Severability; Entire Agreement

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Except as specifically referenced herein, this Agreement sets forth the entire understanding between the Town, CLEDT, and the Developer with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than as contained herein.

D. Assignment

The Developer shall not assign this Agreement or any interest therein without the prior approval of the Town and CLEDT except for assignments for the benefit of any lender in accordance with required and approved financing.

E. Fiscal Year Limitation

Notwithstanding any provisions of this Agreement to the contrary, it is acknowledged that CLEDT, a public trust, is not subject to those provisions of the Oklahoma Constitution and law with respect to municipal obligations to transfer money beyond a municipality's fiscal year. The potentially multiyear obligations of CLEDT under this Agreement are not subject to future appropriations of the Town but only subject to availability of tax increment revenues from Increment District No. 1.

F. Third Parties

Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other person.

G. No Partnership Created

This Agreement specifically does not create any partnership or joint venture between the Parties, or render any party liable for any of the debts or obligations of any other party.

H. Time is of the Essence

The Parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.

I. Formalities and Authority

The Parties represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

J. Notices and Demands

Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

1. In the case of the Town:

Town of Carlton Landing
Attn: Greg Buckley, Town Administrator
44 Water Street
Carlton Landing, OK 74432

2. In the case of CLEDT:

Carlton Landing Economic Development Trust
Attn: Greg Buckley, Town Administrator
44 Water Street
Carlton Landing, OK 74432

3. In case of the Developer:

Carlton Landing Association, Inc.
Attn: Stephen Covil, General Manager
29 Water Street
Carlton Landing, OK 74432

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the others as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

K. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

L. Modifications

This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

M. Unavoidable Delays

The time for performance of any term, covenant, condition, or provision of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition or provision under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, any other party to this Agreement (for example, a delay in transfer of possession), strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty, but shall not include delays attributable to financial difficulties of such party.

N. Further Assurances

Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

O. Attorneys' Fees

In the event of any controversy, claim or dispute between the parties affecting or relating to the subject matter or performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable expenses, including reasonable attorneys' and accountants' fees.

P. Counterparts

This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same Agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

Q. Construction of this Agreement

The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

[signatures on following pages]

Town of Carlton Landing
"Town"

By: _____
Mary Myrick, Mayor

Acknowledgment

STATE OF OKLAHOMA,)
) ss.
COUNTY OF PITTSBURG.)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20____, personally appeared Mary Myrick, to me known to be the identical person who executed the foregoing instrument as the Mayor of the Town of Carlton Landing, and acknowledged to me that she executed the same as her free and voluntary act on behalf of the Town of Carlton Landing, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

Notary Public

My Commission Number: _____
My Commission Expires: _____

(SEAL)

Carlton Landing Economic Development Trust
"CLEDT"

By: _____
Mary Myrick, Chair

Acknowledgment

STATE OF OKLAHOMA,)
) ss.
COUNTY OF PITTSBURG.)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20____, personally appeared Mary Myrick, to me known to be the identical person who executed the foregoing instrument as the Chair of the Carlton Landing Economic Development Trust, and acknowledged to me that she executed the same as her free and voluntary act on behalf of the Carlton Landing Economic Development Trust, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

Notary Public

My Commission Number: _____
My Commission Expires: _____

(SEAL)

EXHIBIT A

PHASE 6 ALLEYWAY PROJECT

Project Sponsor: Carlton Landing Association, Inc.

Location: Phase 6

Project Budget: \$569,939.00

Projected Start Date: July 2024

Projected Completion Date: September 2024

Uses of Funds:

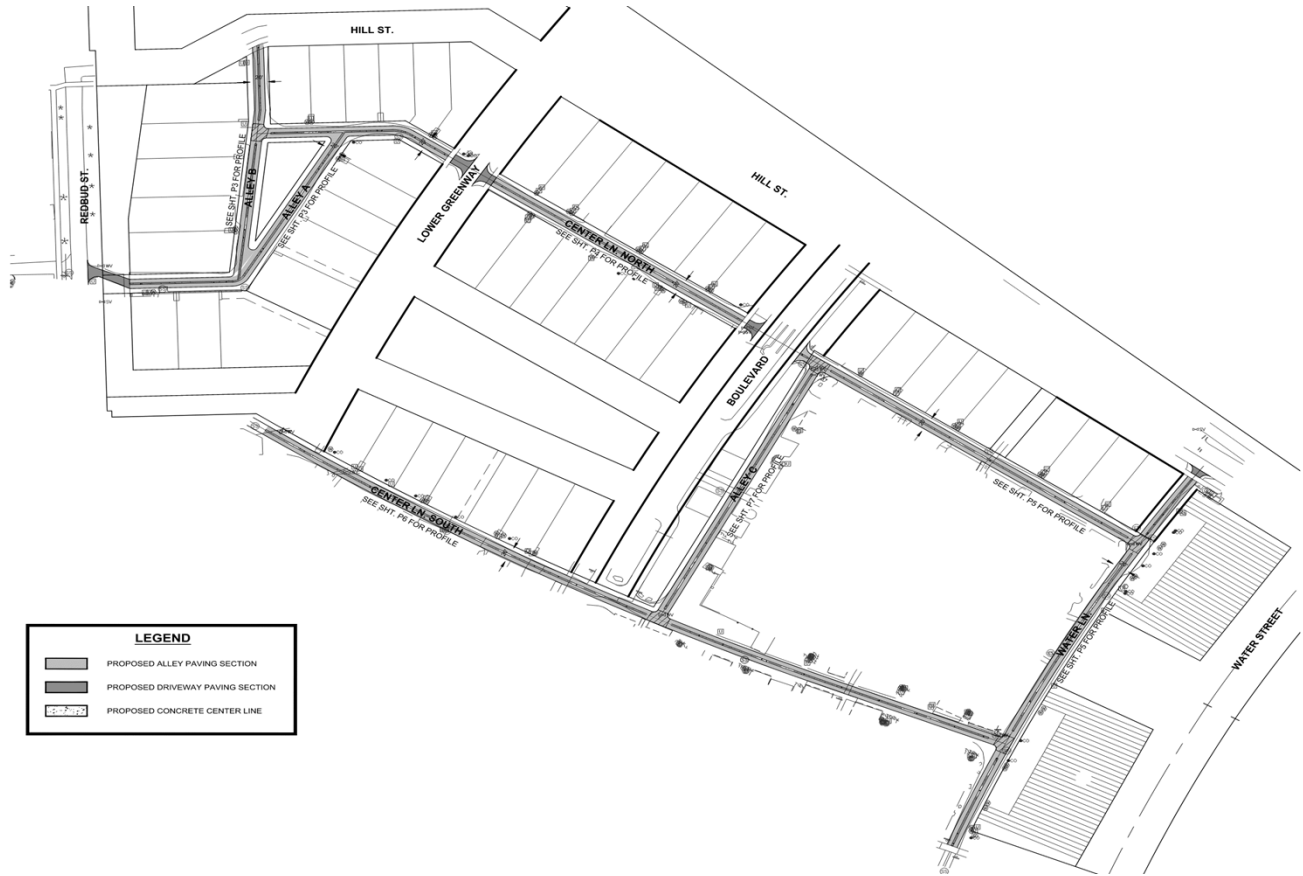
Project Costs	\$ 463,177	78%
Contingency	\$ 69,476	15%
Project Management	\$ 37,286	7%
Total Uses of Funds	\$ 569,939	100%

Sources of Funds:

Private Investment	\$ 0	0%
TIF Funding	\$ 569,939	100%
Total Sources of Funds	\$ 569,939	100%

Project Narrative and Public Benefit:

The Phase 6 Alley Way Project will enhance accessibility and safety for residents and visitors, facilitating easier movement throughout the neighborhood. Additionally, it will increase property values and contribute to the overall aesthetic appeal of the community.



TOWN OF CARLTON LANDING

RESOLUTION NO. 2024-08-01

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF CARLTON LANDING, PITTSBURG COUNTY, OKLAHOMA, WHEREBY THE BOARD OF TRUSTEES OF THE TOWN OF CARLTON LANDING, PITTSBURG COUNTY, OKLAHOMA RESOLVES TO APPOINT THE FOLLOWING PERSONS TO THE PLANNING COMMISSION OF THE TOWN OF CARLTON LANDING, PITTSBURG COUNTY, OKLAHOMA.

WHEREAS, the Board of Trustees of the town of Carlton Landing, Pittsburg County, Oklahoma, during a Regular Meeting on August 17, 2024, does hereby consider and hereby resolves to appoint the following person to fill the remaining term for Commissioner #4 on the Planning Commission of the Town of Carlton Landing, Pittsburg County, Oklahoma:

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Carlton Landing, Pittsburg County, Oklahoma

That Commissioner #4 of the Planning Commission of the Town of Carlton Landing, Pittsburg County, Oklahoma shall be:

Commissioner #4 David Walker for the remaining term ending August, 2025

ADOPTED by the Board of Trustees of the Town of Carlton Landing, Pittsburg County, Oklahoma, and SIGNED by the Mayor of the Town of Carlton Landing, Pittsburg County, Oklahoma on this 17th day of August, 2024.

Mary Myrick, Mayor

Susan Kimmel, Clerk

Mary Myrick
74 Ridgeline Road
Carlton Landing

Thank you for the opportunity to serve on the Planning Commission for many years but I believe the time has come for a transition.

As such, please accept this letter of resignation for my role as a Commissioner on the Carlton Landing Planning Commission. Given my current position as Mayor, I'd like to see this Planning Commission position filled with another member of the community to include more people in our Town governance.

Mary Myrick

Item No. _____

Date: August 17, 2024

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, discuss and possibly approve, amend, revise, or deny Ordinance No. 2024-08-01 governing the operation of Financial and Business procedures of the Town of Carlton Landing purchasing authority and bidding requirements, Declare an Emergency, or take any other appropriate action.

INITIATOR: Clay Chapman, Trustee

STAFF INFORMATION SOURCE: Greg Buckley, Town Administrator

BACKGROUND: In 2022 the State Legislature updated the purchasing and bidding requirements for municipalities and public trusts for public construction projects, better known as the Competitive Bidding Act. The increase in costs for such projects made it difficult to even do minor public construction projects without adding time and additional costs for complying with the Competitive Bidding Act. In 2023 the Legislature updated the Statutes for the bidding requirements to be the same for both municipalities and public trusts. The new limit is \$100,000.00 for public construction projects for both municipalities and public trusts.

The proposed update to Carlton Landing purchasing and bidding requirements reflects the changes to the Competitive Bidding Act. The change will allow minor budgeted project to move forward as an administrative function without having to bring something back to the Board for approval. The Budget requirements are still the same, which means the Board would have to approve the project and appropriate the funds in the Budget prior to a project being started.

FUNDING: None

EXHIBITS: Purchasing Limit Requirements Ordinance

RECOMMENDED ACTION: Approve Ordinance No. 2024-08-01 governing the operation of Financial and Business procedures of the Town of Carlton Landing purchasing authority and bidding requirements, Declare an Emergency.

**TOWN OF CARLTON LANDING
ORDINANCE 2024-08-01**

PURCHASING LIMIT REQUIREMENTS UPDATE TO PURCHASING POLICY

**AN ORDINANCE GOVERNING THE OPERATION OF FINANCIAL AND
BUSINESS PROCEDURES OF THE TOWN OF CARLTON LANDING
PURCHASING AUTHORITY AND BIDDING REQUIREMENTS**

WHEREAS, Oklahoma Statutes Title 11 Section 17, Title 61 and Title 62 outline general requirements to municipal finances and purchasing, the Statutes allow cities and towns discretion for their respective policies and practices; and

WHEREAS, the Oklahoma Legislators amended the purchasing requirements related to the Oklahoma Competitive Bidding Act and increased the purchasing requirement to \$100,000.00 before requiring formal seal bids; and

WHEREAS, the Town of Carlton Landing would benefit from amending its purchasing policy to match the Oklahoma Bidding Act bidding requirement amount of \$100,000.00.

NOW THEREFORE, be it ordained by the Council of the Town of Carlton Landing, in the State of Oklahoma, as follows:

SECTION 1: **AMENDMENT** “4.08.050 Purchasing” of the Carlton Landing Municipal Code is hereby *amended* as follows:

AMENDMENT

4.08.050 Purchasing

- A. **Definition.** "Contractual services", for the purpose of this chapter, means services performed by the city by persons not in the employment of the City, and may include the use of equipment or the furnishing of commodities in connection with such services under express or implied contract. Contractual services include: travel, freight, express, parcel post, postage, telephone, telegraph, utilities, rents, repairs, alterations, and maintenance of buildings, equipment, streets, and bridges and other physical facilities of the City and other services performed by the City by persons not in the employment of the City.
- B. **Authority to Purchase.** All purchases of supplies, materials, equipment, and contractual services for the offices, departments and agents of the Town government shall be made by the Town Administrator or by other City personnel in accordance with purchase authorizations issued by the Town Administrator, subject to any regulations which Board of Trustees may prescribe

C. Procedure.

1. Any supplies, materials and equipment for the offices, departments and agencies of the Town which have a cost not exceeding one hundred thousand dollars (\$100,000.00) ~~twenty-five thousand dollars (\$25,000.00)~~ shall follow purchasing guidelines:
 - a. Purchases under ten thousand ~~two thousand five hundred~~ dollars (\$10,000.00) ~~(\$2,500.00)~~ require no quotes or bids.
 - b. Purchases from ten thousand ~~two thousand five hundred~~ dollars (\$10,000.00) ~~(\$2,500.00)~~ to twenty-five ~~ten~~ thousand dollars (\$25,000.00) ~~(\$10,000.00)~~ require three (3) verbal quotes.
 - c. Purchases from twenty-five ~~ten~~ thousand dollars one cent (\$25,000.01) ~~(\$10,000.01)~~ to one hundred ~~twenty-five~~ thousand dollars (\$100,000.00) ~~(\$25,000.00)~~ require three (3) written quotes.
 - d. General Fund amounts over one hundred ~~twenty-five~~ thousand dollars (\$100,000.00) ~~(\$25,000.00)~~ require formal bids and approval by the Board of Trustees.
 - e. Trust authority amounts over one hundred ~~fifty~~ thousand dollars (\$100,000.00) ~~(\$50,000.00)~~ require formal bids and approval by the authority.

2. Exceptions.

- a. Notwithstanding the foregoing limitation, competitive bidding and or obtaining quotes shall not be required and the Town Administrator shall have the authority, instead, to make purchases from a Cooperative Purchasing Agreement/Plan or under contracts let by the State of Oklahoma, when the best interests of the Town would be served. The Town Administrator has the authority to join or become a member of Cooperative Purchase Agreement/Plan(s) that comply with Oklahoma purchasing Statutes.
- b. The purchase of used equipment, supplies and or items from Federal or State Surplus sites or from a dealer or auction site provided the item was budgeted and the purchase price does not exceed the budget amount for said item.
- c. Contractual services (gas, electricity, telephone service, and the like) purchased from a public utility at a price or rate determined by the State Corporation Commission or other government authority.
- d. Taxes, including but not limited to withholding social security and unemployment compensation taxes.
- e. Retirement, pension fund, insurance and similar payments or contributions which are payable pursuant to a resolution, ordinance, contract, policy or other appropriate agreement which has been approved by the Board of Trustees.
- f. Supplies, materials, equipment, or contractual services which can be furnished-only by a single dealer or a sole source vendor, or which have a uniform price wherever bought.

- g. Contractual services of a professional nature, such as engineering, architectural, medical, and legal services.

SECTION 2: **AMENDMENT** “4.08.060 Bidding Requirements” of the Carlton Landing Municipal Code is hereby *amended* as follows:

AMENDMENT

4.08.060 Bidding Requirements

- A. **Public Competitive Bidding Act.** State law requires that all public construction contracts be awarded to the lowest responsible bidder by free and open competitive bidding after solicitation for sealed bids. "Public construction contract" is defined, in part, as any contract exceeding one hundred fifty thousand dollars ~~(\$1000,000.00)~~ ~~(\$50,000.00)~~ in amount awards by any public agency for the purpose of making any public improvements, constructing any public building or making repairs to or performing maintenance on any public building. "Public improvement" is defined by the law as any beneficial of valuable change of addition, betterment, enhancement or amelioration of or upon any real property, or interest therein, belonging to a public agency, intended to enhance its value, beauty or utility or to adapt it to new or further purposes. The term does not include the direct purchase of materials, equipment or supplies by a public agency of any personal property as defined in 2001 O.S. Title 62 § 430.01. Public agencies subject to the Public Competitive Bidding Act include all cities, towns, public trusts and any department, agency board. Commission, committee or authority of any city, town or public trust. Numerous provisions are mandated for bid notices, advertising, awarding contracts, change order, qualification of bidders, insurance and other matters. Authority is given for waiving bidding requirements if an emergency exists, and for negotiating a contract if no timely bids are received. In ~~2022~~ ~~06~~, new requirement were established in O.S. Title 61 § 103(~~C B~~) for contracts under one hundred fifty thousand dollars ~~(\$100,000.00)~~ ~~(\$50,000.00)~~. Public construction contracts less than one hundred fifty thousand dollars ~~(100,000.00)~~ ~~(\$50,000.00)~~ must be let and awarded to the lowest responsible bidder by receipt of written bids.
- B. **Public Trust Bidding Law.** All public trust contracts for construction. Labor, equipment, material, repairs in excess of one hundred twenty-five thousand dollars ~~(100,000.00)~~ ~~(\$25,000.00)~~ shall be awarded by public trusts to the lowest and best competitive bidder pursuant to public invitation to bid. Authority to waive the bidding requirement is given if an emergency is declared to exist.

Note public trusts must follow both title 61's Competitive Bidding Act as well as title 60's Public Trust Bidding Law.

SECTION 3: EMERGENCY CLAUSE: It being immediately necessary for the preservation of the public peace, health and safety of the Town of Carlton Landing, Oklahoma, and the inhabitants thereof, an emergency is hereby declared to exist. By reason whereof it is necessary that this ordinance shall go into full effect and be of force immediately upon its passage and publication.

PASSED AND ADOPTED BY THE TOWN OF CARLTON LANDING COUNCIL

_____.

Presiding Officer

Attest

Mary Myrick, Mayor, Town of
Carlton Landing

Susan Kimmel, Town Clerk/Treasurer,
Town of Carlton Landing

Date: February 17, 2024

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, discuss, and possibly vote to amend, revise, approve or deny BOT Budget Fiscal Year 24-25 Amendment #1 appropriating \$75,0000 additional revenue in Balance Forward/Carryover and increase General Government Building Maintenance expense for maintenance \$25,000.00 and General Government Projects for Carlton Landing Academy Improvements \$50,000.00, or take any other appropriate action.

INITIATOR: Greg Buckley, Town Administrator

STAFF INFORMATION SOURCE: Greg Buckley, Town Administrator

BACKGROUND: The Carlton Landing Academy facilities are owned by the Town of Carlton Landing. The Town and the Academy have a lease Agreement for the use and operation of the buildings and grounds as a school. The School Buildings need maintenance, repairs and some improvement. The Carlton Landing Academy is currently responsible for the general maintenance and upkeep of the buildings; however, they have not had the funds to fully maintain the buildings. The proposed project funds would be used to paint the buildings and the building maintenance funds would be for any general repairs that may occur throughout the year.

We are working on a new Use Agreement between the Town and Carlon Landing Academy and will bring it to the Board for approval once completed.

FUNDING: General Fund

EXHIBITS: Budget Amendment #1

RECOMMENDED ACTION: Approve BOT Budget Fiscal Year 24-25 Amendment #1 appropriating \$75,0000 additional revenue in Balance Forward/Carryover and increase General Government Building Maintenance expense for maintenance and General Government Projects for Carlton Landing Academy Improvements.

BOT BUDGET AMENDMENT FORM

Fiscal Year: 24-25

Amendment #1:

Fund	Department	Line Item	Account Code	Estimated Revenue		Expense	
				Increase	Decrease	Increase	Decrease
BOT	Non-Dept Rev	Balance Forward/Carry-over		\$ 75,000.00	\$	\$	\$
	Gen Gov	Building Maint & Repairs	10-15-5510-00	\$	\$	\$25,000.00	\$
	Gen Gov	Projects	10-15-7010-00	\$	\$	\$50,000.00	\$

Purpose – Appropriate unappropriated Balance Forward Fund Balance and appropriate funds for Carlton Landing Academy maintenance and repairs.

Approved by the Town Bord of Trustees on August 17, 2024

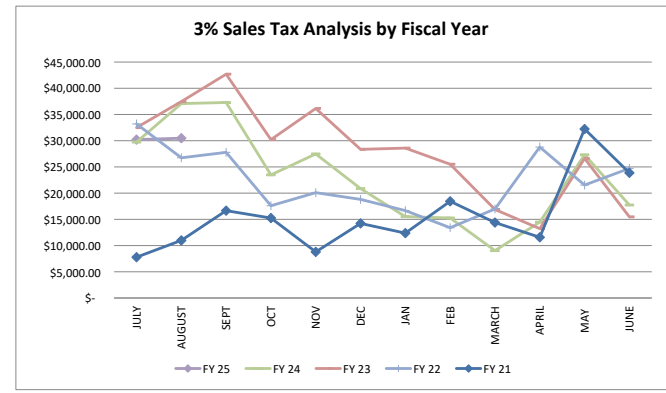
Mary Myrick, Mayor

[Clerk Seal]

Susan Kimmel, Town Clerk

**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>
FY 25	\$ 30,207.68	\$ 30,479.68											\$ 60,687.36
FY 24	\$ 29,736.65	\$ 37,081.03	\$ 37,286.79	\$ 23,484.98	\$ 27,472.79	\$ 20,869.65	\$ 15,520.39	\$ 15,257.15	\$ 9,037.47	\$ 14,479.36	\$ 27,320.57	\$ 17,734.18	\$ 275,281.01
FY 23	\$ 32,499.83	\$ 37,461.11	\$ 42,690.75	\$ 30,204.63	\$ 36,148.41	\$ 28,352.24	\$ 28,588.22	\$ 25,509.72	\$ 16,883.51	\$ 13,225.81	\$ 26,618.84	\$ 15,477.83	\$ 333,660.90
FY22	\$ 33,205.30	\$ 26,739.30	\$ 27,778.11	\$ 17,599.62	\$ 20,093.03	\$ 18,805.23	\$ 16,669.69	\$ 13,403.28	\$ 16,978.58	\$ 28,789.33	\$ 21,537.34	\$ 24,724.76	\$ 266,323.57
FY21	\$ 7,780.42	\$ 10,987.42	\$ 16,659.44	\$ 15,249.30	\$ 8,792.06	\$ 14,225.44	\$ 12,374.07	\$ 18,444.22	\$ 14,390.75	\$ 11,578.57	\$ 32,227.87	\$ 23,870.40	\$ 186,579.96
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>
FY 25	\$ 2,258.14	\$ 1,436.84											\$ 3,694.98
FY 24	\$ 1,807.68	\$ 1,559.96	\$ 1,129.77	\$ 1,567.42	\$ 828.84	\$ 3,002.00	\$ 2,099.04	\$ 1,179.36	\$ 1,108.82	\$ 1,176.35	\$ 1,603.31	\$ 1,348.32	\$ 18,410.87
FY 23	\$ 1,065.28	\$ 882.34	\$ 1,359.64	\$ 1,147.96	\$ 1,458.21	\$ 1,820.58	\$ 1,529.77	\$ 1,544.36	\$ 1,235.80	\$ 1,745.93	\$ 1,303.59	\$ 1,167.00	\$ 16,260.46
FY22	\$ 985.86	\$ 1,463.42	\$ 343.94	\$ 1,165.01	\$ 715.56	\$ 1,058.05	\$ 685.52	\$ 1,234.03	\$ 779.74	\$ 1,061.12	\$ 1,305.58	\$ 575.80	\$ 11,373.63
FY21	\$ 714.83	\$ 569.76	\$ 313.48	\$ 228.44	\$ 424.74	\$ 559.76	\$ 579.16	\$ 957.30	\$ 867.27	\$ 921.44	\$ 711.20	\$ 1,154.16	\$ 8,001.54
FY20									\$ 34.13	\$ 651.90	\$ 788.30	\$ 402.88	\$ 1,877.21

LODGING 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>
FY 25	10,599.41	19,262.01											\$ 29,861.42
FY 24	\$ 7,232.32	\$ 15,824.49	\$ 20,223.40	\$ 10,877.93	\$ 10,409.19	\$ 6,088.02	\$ 4,674.03	\$ 5,558.25	\$ 883.24	\$ 1,359.79	\$ 9,412.31	\$ 2,488.42	\$ 95,031.39
FY 23	\$ 6,831.18	\$ 15,434.04	\$ 18,219.98	\$ 8,483.01	\$ 5,631.71	\$ 6,061.89	\$ 4,651.10	\$ 3,208.16	\$ 2,174.31	\$ 1,121.75	\$ 6,553.97	\$ 3,189.92	\$ 81,561.02
FY22	\$ 5,672.25	\$ 12,679.63	\$ 15,631.81	\$ 9,357.10	\$ 6,728.90	\$ 6,713.56	\$ 3,463.33	\$ 3,097.16	\$ 1,664.17	\$ 1,858.14	\$ 5,478.61	\$ 2,963.09	\$ 75,307.75
FY21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,753.09	\$ 4,547.48	\$ 1,912.94	\$ 1,856.63	\$ 408.92	\$ 5,277.35	\$ 3,009.90	\$ 22,766.31

Statement of Revenue and Expenditures

		Current Period Jul 2024 Jul 2024 Actual	Year-To-Date Jul 2024 Jul 2024 Actual	Annual Budget Jul 2024 Jun 2025	Annual Budget Jul 2024 Jun 2025 Variance	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures						
Revenue						
Non-Departmental Revenues						
Other Revenue						
4012	Alcohol Beverage Tax	110.67	110.67	0.00	(110.67)	0.00%
4100	Building Permits/Inspection Fe	2,498.46	2,498.46	0.00	(2,498.46)	0.00%
4105	Business License and Permits	311.92	311.92	0.00	(311.92)	0.00%
4011	Lodging Tax	10,599.41	10,599.41	0.00	(10,599.41)	0.00%
4500	Miscellaneous Revenue	5,000.00	5,000.00	0.00	(5,000.00)	0.00%
4000	Sales Tax	30,309.42	30,309.42	0.00	(30,309.42)	0.00%
4005	Use Tax	2,258.14	2,258.14	0.00	(2,258.14)	0.00%
4010	Utility Tax	2,992.86	2,992.86	0.00	(2,992.86)	0.00%
Total Other Revenue		\$54,080.88	\$54,080.88	\$0.00	(\$54,080.88)	
Non-Departmental Revenues Totals		\$54,080.88	\$54,080.88	\$0.00	(\$54,080.88)	
Unallocated						
Other Revenue						
4500	Miscellaneous Revenue	1,535.14	1,535.14	0.00	(1,535.14)	0.00%
Total Other Revenue		\$1,535.14	\$1,535.14	\$0.00	(\$1,535.14)	
Unallocated Totals		\$1,535.14	\$1,535.14	\$0.00	(\$1,535.14)	
Revenue		\$55,616.02	\$55,616.02	\$0.00	(\$55,616.02)	
Gross Profit		\$55,616.02	\$55,616.02	\$0.00	\$0.00	
Expenses						
Administration						
Personal Services						
5020	Employer Paid Insurance	1,725.66	1,725.66	0.00	(1,725.66)	0.00%
5025	Employer Retirement Contributi	2,182.91	2,182.91	0.00	(2,182.91)	0.00%
5000	Salaries	19,212.11	19,212.11	0.00	(19,212.11)	0.00%
5010	Social Security	1,077.22	1,077.22	0.00	(1,077.22)	0.00%
5030	Vehicle/Cell Allowance	324.85	324.85	0.00	(324.85)	0.00%
Total Personal Services		\$24,522.75	\$24,522.75	\$0.00	(\$24,522.75)	
Materials & Supplies						
5510	Building Maintenance & Repairs	147.50	147.50	0.00	(147.50)	0.00%
Total Materials & Supplies		\$147.50	\$147.50	\$0.00	(\$147.50)	
Other Services						
6015	Insurance	350.00	350.00	0.00	(350.00)	0.00%
6040	School, Training, Travel	810.00	810.00	0.00	(810.00)	0.00%
6000	Utilities	97.00	97.00	0.00	(97.00)	0.00%
Total Other Services		\$1,257.00	\$1,257.00	\$0.00	(\$1,257.00)	
Administration Totals		\$25,927.25	\$25,927.25	\$0.00	(\$25,927.25)	
General Government						
Personal Services						
5000	Salaries	300.00	300.00	0.00	(300.00)	0.00%
Total Personal Services		\$300.00	\$300.00	\$0.00	(\$300.00)	
Materials & Supplies						
5500	Office Supplies	113.98	113.98	0.00	(113.98)	0.00%
5520	Software Programs/ Services	390.00	390.00	0.00	(390.00)	0.00%
Total Materials & Supplies		\$503.98	\$503.98	\$0.00	(\$503.98)	
Other Services						
6030	Community Support Agreements	400.00	400.00	0.00	(400.00)	0.00%
6035	Dues & Memberships	515.99	515.99	0.00	(515.99)	0.00%

Statement of Revenue and Expenditures

		Current	Year-To-Date	Annual Budget	Annual Budget	Jul 2024
		Period	Jul 2024	Jul 2024	Jul 2024	Jun 2025
		Jul 2024	Jul 2024	Jun 2025	Jun 2025	Percent of
		Actual	Actual		Variance	Budget
Revenue & Expenditures						
Expenses						
General Government						
Other Services						
6020	Professional Services	240.00	240.00	0.00	(240.00)	0.00%
6045	Road & Trail Maintenance	3,335.00	3,335.00	0.00	(3,335.00)	0.00%
Total Other Services		\$4,490.99	\$4,490.99	\$0.00	(\$4,490.99)	
Debt Service						
8500	Interest Expense	89.07	89.07	0.00	(89.07)	0.00%
Total Debt Service		\$89.07	\$89.07	\$0.00	(\$89.07)	
General Government Totals		\$5,384.04	\$5,384.04	\$0.00	(\$5,384.04)	
Expenses		\$31,311.29	\$31,311.29	\$0.00	(\$31,311.29)	
Revenue Less Expenditures		\$24,304.73	\$24,304.73	\$0.00	\$0.00	
Net Change in Fund Balance		\$24,304.73	\$24,304.73	\$0.00	\$0.00	
Fund Balances						
Beginning Fund Balance		1,350,553.57	1,350,553.57	0.00	0.00	0.00%
Net Change in Fund Balance		24,304.73	24,304.73	0.00	0.00	0.00%
Ending Fund Balance		1,374,858.30	1,374,858.30	0.00	0.00	0.00%

General Fund
Income Statement
7/1/2024 to 7/31/2024

Jul 2024
Jul 2024
Actual

Revenue

Other Revenue

Sales Tax	30,309.42
Use Tax	2,258.14
Utility Tax	2,992.86
Lodging Tax	10,599.41
Alcohol Beverage Tax	110.67
Building Permits/Inspection Fe	2,498.46
Business License and Permits	311.92
Miscellaneous Revenue	6,535.14

Revenue	\$55,616.02
Gross Profit	\$55,616.02

Expenses

Personal Services

Salaries	19,512.11
Social Security	1,077.22
Employer Paid Insurance	1,725.66
Employer Retirement Contributi	2,182.91
Vehicle/Cell Allowance	324.85

Materials & Supplies

Office Supplies	113.98
Building Maintenance & Repairs	147.50
Software Programs/ Services	390.00

Other Services

Utilities	97.00
Insurance	350.00
Professional Services	240.00
Community Support Agreements	400.00
Dues & Memberships	515.99
School, Training, Travel	810.00
Road & Trail Maintenance	3,335.00

Debt Service

Interest Expense	89.07
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Expenses	\$31,311.29
Income (Loss) From Operations	\$24,304.73
Net Income (Loss)	\$24,304.73

Report Options

Period: 7/1/2024 to 7/31/2024
Display Level: Level 3 Accounts
Display Account Categories: Yes
Display Subtotals: None
Reporting Method: Accrual
Fund: General Fund
Include Accounts: Accounts With Activity

General Fund
Bank Register
7/1/2024 to 7/31/2024

Transaction Date	Transaction Number	Name / Description	Deposit Date	Deposit Number	Receipts & Credits	Checks & Payments	Balance
1000 Town of CL Checking 9683							
		Beginning Balance			0.00	0.00	846,553.72
7/1/2024	R-00627	Amy Shahsavari			23.97	0.00	846,577.69
7/1/2024	R-00623	Pittsburg County RWD #20			5,000.00	0.00	851,577.69
7/2/2024	EFT	RWS Cloud Services			0.00	96.00	851,481.69
7/5/2024	EFT	RWS Cloud Services			0.00	96.00	851,385.69
7/5/2024	R-00628	Lisa Augustine			23.97	0.00	851,409.66
7/5/2024	1682	Susan Kimmel			0.00	300.00	851,109.66
7/5/2024	1681	Cross Telephone Co			0.00	97.00	851,012.66
7/5/2024	1680	Kiamichi Electric			0.00	99.00	850,913.66
7/5/2024	1679	Cloudpermit Inc			0.00	2,000.00	848,913.66
7/5/2024	1678	Luker Heat & Air LLC			0.00	147.50	848,766.16
7/5/2024	A-10158	Amanda K Harjo			0.00	1,600.14	847,166.02
7/5/2024	A-10157	James G Buckley			0.00	3,704.80	843,461.22
7/8/2024	R-00640	Oklahoma Tax Commission			2,258.14	0.00	845,719.36
7/8/2024	R-00639	Oklahoma Tax Commission			10,599.41	0.00	856,318.77
7/8/2024	R-00638	Oklahoma Tax Commission			30,207.68	0.00	886,526.45
7/8/2024	R-00630	Cynthia Haggerton			23.97	0.00	886,550.42
7/8/2024	R-00629	Vince Willcox			23.97	0.00	886,574.39
7/9/2024	R-00642	Scissortail Homes			762.91	0.00	887,337.30
7/9/2024	R-00637	Chris Calcara			23.97	0.00	887,361.27
7/9/2024	R-00636	Jason Nowell			23.97	0.00	887,385.24
7/9/2024	R-00635	Cynthia Haggerton			23.97	0.00	887,409.21
7/9/2024	R-00634	Cynthia Haggerton			23.97	0.00	887,433.18
7/9/2024	R-00633	Jessica Hill			23.97	0.00	887,457.15
7/9/2024	R-00632	Whitney Rainbolt			23.97	0.00	887,481.12
7/9/2024	R-00631	Rob McKinzie			23.97	0.00	887,505.09
7/9/2024	EFT	OPEH&W			0.00	0.00	887,505.09
7/9/2024	EFT	OkMRF			0.00	0.00	887,505.09
7/10/2024	R-00641	Oklahoma Tax Commission			101.74	0.00	887,606.83
7/11/2024	R-00649	Kerney Homes			972.64	0.00	888,579.47
7/11/2024	R-00650	Born Again Restored LLC			762.91	0.00	889,342.38
7/12/2024	EFT	Oklahoma Tax Commission			0.00	508.00	888,834.38
7/12/2024	EFTPS	EFTPS			0.00	3,394.12	885,440.26
7/12/2024	1685	OPEH&W			0.00	1,777.98	883,662.28
7/12/2024	1684	Oklahoma Facility Services			0.00	2,735.00	880,927.28
7/12/2024	1683	Crawford & Associates, P.C.			0.00	345.00	880,582.28

**General Fund
Bank Register
7/1/2024 to 7/31/2024**

Transaction Date	Transaction Number	Name / Description	Deposit Date	Deposit Number	Receipts & Credits	Checks & Payments	Balance
7/15/2024					0.00	89.07	880,493.21
7/15/2024	R-00643	Pittsburg County Clerk			110.67	0.00	880,603.88
7/19/2024	1690	Matthew McFarland			0.00	200.00	880,403.88
7/19/2024	1689	John Burnett			0.00	200.00	880,203.88
7/19/2024	1688	OMAG			0.00	350.00	879,853.88
7/19/2024	1687	OMMS			0.00	500.00	879,353.88
7/19/2024	1686	Center for Economic			0.00	240.00	879,113.88
7/19/2024	A-10160	Amanda K Harjo			0.00	1,622.02	877,491.86
7/19/2024	A-10159	James G Buckley			0.00	3,571.86	873,920.00
7/23/2024	R-00644	Kiamichi Electric			2,992.86	0.00	876,912.86
7/26/2024	1692	Oklahoma Facility Services			0.00	3,335.00	873,577.86
7/26/2024	1691	Elan Financial Services			0.00	1,137.97	872,439.89
7/26/2024	EFT	OESC			0.00	118.13	872,321.76
7/30/2024	R-00647	Katherine Arbuckle			48.25	0.00	872,370.01
7/31/2024	GJ-10114	Payroll			0.00	5,401.39	866,968.62
1000 Town of CL Checking 9683 Totals					\$54,080.88	\$33,665.98	\$866,968.62
1010 2018 GO Bond Checking							
Beginning Balance					0.00	0.00	69,786.67
1010 2018 GO Bond Checking Totals					\$0.00	\$0.00	\$69,786.67
1020 2020 GO Bond Checking							
Beginning Balance					0.00	0.00	79,877.47
1020 2020 GO Bond Checking Totals					\$0.00	\$0.00	\$79,877.47
1021 2024 GO Bond Checking							
Beginning Balance					0.00	0.00	79,107.25
1021 2024 GO Bond Checking Totals					\$0.00	\$0.00	\$79,107.25
1030 Sinking Fund Checking 3087							
Beginning Balance					0.00	0.00	62,475.32
1030 Sinking Fund Checking 3087 Totals					\$0.00	\$0.00	\$62,475.32
1080 BOK 3045 Rev Bond 2020							
Beginning Balance					0.00	0.00	(51,708.07)
1080 BOK 3045 Rev Bond 2020 Totals					\$0.00	\$0.00	(\$51,708.07)

General Fund
Bank Register
7/1/2024 to 7/31/2024

Transaction Date	Transaction Number	Name / Description	Deposit Date	Deposit Number	Receipts & Credits	Checks & Payments	Balance
		1090 BOK 4044 Rev Bond 2021					
		Beginning Balance			0.00	0.00	51,708.07
		1090 BOK 4044 Rev Bond 2021 Totals			\$0.00	\$0.00	\$51,708.07
		Report Totals			\$54,080.88	\$33,665.98	\$1,158,215.33
Records included in total = 57							

Report Options

Trans Date: 7/1/2024 to 7/31/2024
Fund: General Fund
Display Notation: No

Town Administrator's Report August 17, 2024

- Stephens Road – The Contractor has worked on the culvert head walls. They are behind schedule and having difficulty getting the headwalls completed. They are considerably behind schedule and continue to struggle on progress. I am visiting with our Town Engineer and other municipal consultants on best course of action and next steps. Once I have a course of action and or options I will bring them to the Board. Depending on timing I'll put on a regular agenda, or we may need to have a special meeting.
- Nature Center Facility– Sommers Design Group provided schematic designs based on our initial feedback of Sommers concept designs. The Project Manager, Mayor and I reviewed the schematic designs and provided additional feedback to Sommers Group.
- Town Center Infrastructure – We reviewed the preliminary draft of engineer's plans and have provided feedback.
- Community Security – The Sheriff's Office has continued providing extra security during the week. They will be working four to six hour shifts on different days at different times. We have received positive feedback from both the Sheriff's Office and the community.
- HOA Alley Improvement Projects – Worked with Jeff Sabin and HOA on finalizing the Agreements for Phase 5 and Phase 6 Alley Improvement Projects.
- Estimate of Needs – Contacted Anne Elfrink, Elfrink and Associates, to begin working on the Estimate of Needs. We have provided the initial documentation they have requested. The Estimate of Needs is what we used to calculate funds available for the next TIF Revenue Note.
- Audit FY 23-24 – We have begun working on fiscal year-end reports for Crawford and Associates and Elfrink and Associates. Crawford and Associates is scheduled August 26 to perform their on site review.
- Carlton Landing Academy – I have worked with Mayor and TIF Committee on the Schools improvement needs, possible funding and initial project scopes. I have also started to review and work on a new Lease Agreement between the Town and the School. Once the Lease Agreement is complete, we will bring to the Board for approval, hopefully in the next month or two.
- Carlton Landing Fire and Rescue - Fire and Rescue is working on an application for new ISO rating. We have worked to assist them on obtaining information related to the Rural Water district and the Town.

- Office Trailer Lease – The current lease on the Trailer expired. I renewed the lease for another 18-month period to lock in the rate. The rate did increase slightly by about \$60.00 per month, roughly 10%. Their initial proposed increase was about 22%.

Thank you.



Monthly Developer Update

Town Meeting: July 2024

1. Nature Center Main Hall Design Work

Work Scope: Nature Center Main Hall Building

General: See below.

Dates: August 2, 2024, revised Schematics due. We provided feedback to Architect and are awaiting revisions.

Dollars: On track. Next invoice will be submitted upon Schematic Design completion.

Design: On track. Received first pass of schematics from Sommer in June and will revise per our feedback by August 2.

2. Town Center Infrastructure Design Work

Work Scope: Infrastructure design for the Town Center area.

General: Working through drawings to ensure scope is accurate.

Dates: On track. Design drawings have been received.

Dollars: On track. Budget is \$19,500.

Design: On track. Design drawings have been received.

3. Marina Center Infrastructure Project

Work Scope: Infrastructure for vehicular traffic for Marina Center Loop Road

General: Greg and I are working to update the existing Marina Development Agreement for this project. Private Investment project financing is in the works.

Dates: On track. Anticipated groundbreaking is September 2024 and be completed February 2025.

Dollars: On track. Total Project costs are \$735,409. CLEDT approved \$581,409 for this project. 154,000 is private investment.

Design: Complete. Drawings are finalized.

4. Marina Expansion Project

Work Scope: Ship Store, Gangway extension, and additional boat and PWC slips.

General: Greg and I are working to update the existing Marina Development Agreement for this project. Private Investment project financing is in the works.

Dates: On track. Project to break ground September 2024 and be completed February 2025.

Dollars: On track. Total project costs are \$2,416,711. CLEDT approved \$105,244 for this project. \$2,311,467 is private investment.

Design: Complete. Drawings are finalized.

5. HOA Alleyway Phase 5 Improvements

Work Scope: Alleyways in Phase 5

General: Development Agreement is under review.

Dates: On track. Project to break ground September 9, 2024, and be completed January 1, 2025.

Dollars: On track. Total project estimate is \$463,137.

Design: Complete. Drawings are complete and been provided to CLEDT.



Monthly Developer Update

Town Meeting: July 2024

6. HOA Alleyway Phase 6 Improvements

Work Scope: Alleyways in Phase 6

General: Development Agreement is under review.

Dates: On track. Project to break ground September 9, 2024, and be completed January 1, 2025.

Dollars: On track. Total project estimate is \$569,939.

Design: Complete. Drawings are complete and been provided to CLEDT.