

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

This meeting shall be by videoconference/teleconference participation:

**Saturday; May15, 2021; 8:00 a.m.**

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

Members attending remotely (videoconference/teleconference) shall be:

Mary Myrick (video/teleconference)

Clay Chapman (video/teleconference)

Chuck Mai (video/teleconference)

Kris Brule (video/teleconference)

Joanne Chinnici (video/teleconference)

Members attending physically shall be:

Members of the Public who would like to participate via video/teleconference:

Join Zoom Meeting

<https://zoom.us/j/7712678360?pwd=UjZVdUhpWENBdEw2Zi83cG95amZGUT09>

**Meeting ID – 771 267 8360**

**Password - Carlton**

or

1 346-248-7799 or 1 669-900-6833

Meeting ID#: 771 267 8360#

Participant ID #: 236541#

To sign up to speak on an agenda item or “Citizens wishing to comment,” or ask questions about the meeting, email City Clerk at [jansummers@me.com](mailto:jansummers@me.com) or call (918)707-5005 at least thirty (30) minutes prior to beginning of the meeting. Request to speak shall include speakers name, address, phone number and agenda item or topic to discuss.

Participants who wish to speak will be placed on mute until the Mayor recognizes the caller to speak.

Citizens will be limited to three (3) minutes to speak.

You may also use the “Raise Hand” feature during the item you wish to comment on.

**NOTICE AND AGENDA**

1. Call to Order

2. Roll Call

**Consent Items**

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

3. Approval of Minutes:

a. [Regular Meeting of the Board of Trustees on April 17, 2021](#)

4. [Acknowledge receipt of Claims and Purchase Orders Report](#)

5. Items Removed from Consent Agenda
6. Presentation and Review of Street Light Ordinance and Policy by Freese and Nichols with possible discussion and direction to staff related to Street Light Ordinance and Policy, or take any other appropriate action.  
Exhibit: Draft Ordinance - Policy
7. Consider and discuss possibly accepting, amending, revising, or denying an Easement(s) from Ridgeline Ranch, LLC for the right to erect, construct, install, lay, and thereafter use, operate, inspect, repair, and maintain, materials to establish a walking trail; for access for maintenance, or take any other appropriate action.  
Exhibit: Easement, Easement Legals, Map
8. Consider, discuss and possibly approve, revise, amend or deny a Marina Project Agreement between Humphrey's Partners 2009, LLC, the Town of Carlton Landing and Carlton Landing Economic Development Authority for the development and certain improvements of the Marina, or take any other appropriate action.  
Exhibit: Marina Development Agreement, Map of Dock, DRAFT TIF Budget Review, Carlton Landing Enterprises - Relocation Quote Letter 5-10-21
9. Consider and discuss possibly renewing, amending, revising, or denying a Financial Services Agreement with Renee Norman and, if necessary, provide direction to Staff, or take any other appropriate action.  
Exhibit: Financial Services Agreement
10. Reports
  - a. Sales Tax Revenue and other Financial Reports; SALES TAX COMPARISON by Fiscal Year 8-15-2020
  - b. Town Administrator  
F&N Monthly Report Carlton Landing\_2021-05
  - c. Legal Reports, Comments, and Recommendations to the Governing Body
11. 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 may email City Clerk at jansummers@me.com or call (918)707-5005 at least thirty (30) minutes prior to beginning of the meeting. Request to speak shall include speakers name, address, phone number and topic to discuss. Participants who wish to speak will be placed on mute until the Mayor recognizes the caller to speak. You may also use the "Raise Hand" feature and speak when recognized by the Mayor. Citizens will be limited to three (3) minutes to speak.
12. Comments and questions by Governing Body members regarding items for future consideration.
13. Adjournment

**I certify that the foregoing Notice and Agenda was posted in prominent view at  
10B Boulevard, Carlton Landing, Oklahoma, also known as "Academy Cafeteria"**

at \_\_\_\_\_ M on the \_\_\_\_th day of May 2021, being at least 24 hours prior to the Regular Meeting described above.

\_\_\_\_\_  
Signature of Person Posting the Agenda

Jan Summers  
Printed Name of Person Posting the Agenda

Agenda Regular Meeting of the CL BOT  
Page 1 of 3

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

This meeting shall be by videoconference/teleconference participation:  
**Saturday; April 17, 2021; 8:00 a.m.**

**MINUTES**

1. Call to Order

The meeting was called to order at 8:17 a.m. by Mayor Chinnici

2. Roll Call

PRESENT: Joanne Chinnici  
Mary Myrick  
Kris Brule  
Chuck Mai  
Clay Chapman

ABSENT: None

Consent Items 3, 4, 5

3. Approval of Minutes:

- a. Regular Meeting of the Board of Trustees on March 20, 2021
- b. Bi-annual Town Meeting of the Board of Trustees on April 6, 2021

4. Acknowledge receipt of Claims and Purchase Orders Report

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

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

5. Items Removed from Consent Agenda

6. Consider, discuss and approve engagement letter with Crawford and Associates for financial services, or take any other appropriate action.  
Exhibit: (available upon request)

MOTION: A motion was made by Mai and seconded by Brule to approve the engagement letter with Crawford and Associates for financial services

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

7. Consider, discuss and approve engagement letter with Elfrink & Associates for Auditing Services, or take any other appropriate action



Exhibit: (available upon request)

MOTION: A motion was made by Mai and seconded by Chapman to approve Elfrink & Associates for Auditing Services.

AYE: Myrick, Chinnici, Brule, Chapman, Mai

NAY: None

8. Consider, discuss and elect a Mayor for a two-year term ending April 2023, or take any other appropriate action.

MOTION: A motion was made by Mai and seconded by Chapman to appoint Dr. Joanne Chinnici as Mayor for a two-year term ending April, 2023. Chinnici was appointed by a vote of acclamation.

AYE: Myrick, Chinnici, Brule, Chapman, Mai

NAY: None

9. Consider, discuss and elect a Vice-Mayor for a two-year term ending April 2023, or take any other appropriate action

MOTION: A motion was made by Chinnici and seconded by Mai to appoint Mary Myrick as Vice-Mayor for a two-year term ending April, 2023. Myrick was appointed by a vote of acclamation.

AYE: Myrick, Chinnici, Brule, Chapman, Mai

NAY: None

10. Consider, discuss and possible action on in-person Board meetings, or take any other appropriate action.

the  
1031

Through the pandemic, when authorized to do so as allowed by SB 661 and SB 1031, Board has desired to meet virtually. While SB 661 was the initial bill which gave the authority for cities and towns to meet virtually it expired in November of 2020. SB was approved in early 2021 and authorizes cities and towns to meet virtually until February 2022 or until Governor Stitt ends the Declaration of Emergency.

vaccination  
being  
is the ability  
the

There have been several inquires about returning to in person meetings, with becoming available to all individuals and a growing number of individuals vaccinated, is there an interest in the Board to start in person meetings. There to allow both in person and virtual meeting; however, the Town does not have the technology, or ability, to meet the requirements for simultaneous meetings.

There is no requirement a city or town must select one option or the other, by moving to provide in person meetings does not preclude the ability to hold a meeting virtually.

DISCUSSION: Greg Buckley shared that the state statute provided for virtual meetings to be held through February, 2022. Since the pandemic continues and since the town does not have the technology to have in-person meetings AND have some members

attend virtually, a MOTION was made by Chinnici and seconded by Mai to continue virtual meetings until the CDC determines an 'all clear' for the pandemic.

AYE: Myrick, Chinnici, Brule, Mai  
NAY: Chapman

11. Reports

- a. Sales Tax Revenue and other Financial Reports (see attachment)
- b. Town Administrator (see attachment)
- c. Legal Reports, Comments, and Recommendations to the Governing Body  
(See CLEDT minutes)

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

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

14. Adjournment

There being no further business, a motion was made and seconded to adjourn the meeting at 8:41a.m., April 17, 2021

\_\_\_\_\_  
Mayor

Attest:

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

**General Fund**  
**Bank Register**  
**3/1/2021 to 3/31/2021**

Trans. Date	Trans. Number	Name / Description	Receipts & Credits	Checks & Payments	Balance
<b>General Fund</b>					
<b>Town of CL Checking 9683</b>					
		Beginning Balance			176,575.37
3/2/2021	1107	OPEH&W		1,424.12	175,151.25
3/2/2021	1108	Renee Norman		750.00	174,401.25
3/2/2021	1109	Kay Robbins Wall		600.00	173,801.25
3/2/2021	1110	Oklahoma Uniform Building		16.00	173,785.25
3/2/2021	1111	Dan Hurd		700.00	173,085.25
3/2/2021	EFT	Kiamichi Electric		219.00	172,866.25
3/2/2021	EFT	Cross Telephone Co		52.00	172,814.25
3/5/2021	A-10028	James G Buckley		2,513.34	170,300.91
3/5/2021	EFT	RWS Cloud Services		90.00	170,210.91
3/8/2021	EFT	BOK Credit Card		141.63	170,069.28
3/8/2021	R-00082	Oklahoma Tax Commission	867.27		170,936.55
3/8/2021	R-00083	Oklahoma Tax Commission	1,856.63		172,793.18
3/8/2021	R-00084	Oklahoma Tax Commission	14,390.75		187,183.93
3/10/2021	R-00085	Oklahoma Tax Commission	129.52		187,313.45
3/18/2021	R-00090	Scissortail Homes	786.00		188,099.45
3/19/2021	A-10029	James G Buckley		2,745.07	185,354.38
3/22/2021	R-00091	Kerney Homes	786.00		186,140.38
3/24/2021	EFT	Williams Scotsman		997.71	185,142.67
3/30/2021	R-00089	CLEDT	7,314.22		192,456.89
3/30/2021	R-00092	Renee Norman	213.71		192,670.60
3/31/2021				65.99	192,604.61
3/31/2021	EFT	Oklahoma Tax Commission		247.00	192,357.61
3/31/2021	EFT	Oklahoma Tax Commission		363.00	191,994.61
3/31/2021	EFT	EFTPS		1,634.51	190,360.10
3/31/2021	EFT	EFTPS		1,634.51	188,725.59
<b>Town of CL Checking 9683 Totals</b>			<b>\$26,344.10</b>	<b>\$14,193.88</b>	<b>\$188,725.59</b>
<b>General Fund Totals</b>			<b>\$26,344.10</b>	<b>\$14,193.88</b>	<b>\$188,725.59</b>
<b>Report Totals</b>			<b>\$26,344.10</b>	<b>\$14,193.88</b>	<b>\$188,725.59</b>
<b>Records included in total = 26</b>					

4/14/2021  
12:50 PM

**General Fund**  
**General Ledger**  
**7/1/2020 to 3/31/2021**

Page 1 of 1

Transaction Date	Transaction Number	Name / Description	Debits	Credits
<b>4000 Sales Tax</b>				
7/9/2020	R-00014	Oklahoma Tax Commission		7,780.42
7/13/2020	R-00013	Oklahoma Tax Commission		70.38
8/10/2020	R-00016	Oklahoma Tax Commission		10,987.42
8/12/2020	R-00031	Oklahoma Tax Commission		74.30
9/9/2020	R-00023	Oklahoma Tax Commission		16,659.44
9/11/2020	R-00025	Oklahoma Tax Commission		102.19
10/9/2020	R-00044	Oklahoma Tax Commission		15,249.30
10/13/2020	R-00046	Oklahoma Tax Commission		160.54
11/9/2020	R-00052	Oklahoma Tax Commission		8,792.06
11/11/2020	R-00054	Oklahoma Tax Commission		147.52
12/10/2020	R-00048	Oklahoma Tax Commission		14,225.44
12/11/2020	R-00051	Oklahoma Tax Commission		91.36
1/8/2021	R-00062	Oklahoma Tax Commission		12,374.07
1/12/2021	R-00063	Oklahoma Tax Commission		144.13
2/8/2021	R-00070	Oklahoma Tax Commission		18,444.22
2/10/2021	R-00073	Oklahoma Tax Commission		93.81
3/8/2021	R-00084	Oklahoma Tax Commission		14,390.75
3/10/2021	R-00085	Oklahoma Tax Commission		129.52
<b>Net Activity for: Sales Tax</b>				<b>\$119,916.87</b>
<b>Ending Balance</b>				<b>\$119,916.87</b>

*Report Options*

Fund: General Fund

Level 1 Account: Sales Tax

Department: Non-Departmental Revenues

Period: 7/1/2020 to 3/31/2021

**General Fund**  
**Statement of Revenue and Expenditures**

Acct	Current Period Mar 2021 Mar 2021 Actual	Year-To-Date Jul 2020 Mar 2021 Actual	Annual Budget Jul 2020 Jun 2021	Annual Budget Jul 2020 Jun 2021 Variance	Jul 2020 Jun 2021 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
<b>Non-Departmental Revenues</b>					
3999 Fund Balance Carryover	0.00	0.00	77,917.47	77,917.47	0.0%
4000 Sales Tax	14,520.27	119,916.87	80,000.00	(39,916.87)	149.9%
4005 Use Tax	867.27	5,214.74	7,200.00	1,985.26	72.4%
4010 Utility Tax	0.00	16,252.39	8,000.00	(8,252.39)	203.2%
4011 Lodging Tax	1,856.63	14,097.14	5,000.00	(9,097.14)	281.9%
4015 Pittsburgh County Sinking Fund	7,079.70	56,481.32	58,790.00	2,308.68	96.1%
4100 Building Permits/Inspection Fe	1,572.00	24,194.00	15,000.00	(9,194.00)	161.3%
4105 Business License and Permits	0.00	16.00	200.00	184.00	8.0%
9002 Transfer IN from TIF	7,314.22	71,030.44	111,458.30	40,427.86	63.7%
<b>Non-Departmental Revenues Totals</b>	<b>\$33,210.09</b>	<b>\$307,202.90</b>	<b>\$363,565.77</b>	<b>\$56,362.87</b>	
<b>Unallocated</b>					
9002 Transfer IN from TIF	0.00	0.00	6,093.75	6,093.75	0.0%
<b>Unallocated Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6,093.75</b>	<b>\$6,093.75</b>	
<b>Revenue</b>	<b>\$33,210.09</b>	<b>\$307,202.90</b>	<b>\$369,659.52</b>	<b>\$62,456.62</b>	
<b>Gross Profit</b>	<b>\$33,210.09</b>	<b>\$307,202.90</b>	<b>\$369,659.52</b>	<b>\$0.00</b>	
<b>Expenses</b>					
<b>Administration</b>					
5000 Salaries	6,630.76	63,492.22	87,924.00	24,431.78	72.2%
5001 Stipend	0.00	750.00	0.00	(750.00)	0.0%
5010 Social Security	532.09	5,138.06	6,726.19	1,588.13	76.4%
5015 Unemployment Tax	69.55	514.09	1,758.48	1,244.39	29.2%
5020 Employer Paid Insurance	1,424.12	12,817.08	17,205.00	4,387.92	74.5%
5025 Employer Retirement Contributi	695.56	6,591.58	8,792.40	2,200.82	75.0%
5030 Vehicle/Cell Allowance	324.85	2,923.65	3,600.00	676.35	81.2%
5500 Office Supplies	0.00	130.49	600.00	469.51	21.7%
6000 Utilities	271.00	3,508.52	7,825.00	4,316.48	44.8%
6005 Rent	997.71	7,300.49	9,000.00	1,699.51	81.1%
6035 Dues & Memberships	0.00	1,199.00	1,180.00	(19.00)	101.6%
6040 School, Training, Travel	0.00	324.00	4,000.00	3,676.00	8.1%
<b>Administration Totals</b>	<b>\$10,945.64</b>	<b>\$104,689.18</b>	<b>\$148,611.07</b>	<b>\$43,921.89</b>	
<b>General Government</b>					
5500 Office Supplies	141.63	1,154.53	1,500.00	345.47	77.0%
5520 Software Programs/ Services	90.00	4,779.45	6,372.70	1,593.25	75.0%
5530 Miscellaneous	(147.72)	557.26	600.00	42.74	92.9%
6010 Publication & Notice Expense	0.00	1,533.90	2,500.00	966.10	61.4%
6015 Insurance	0.00	88.08	1,800.00	1,711.92	4.9%
6020 Professional Services	2,066.00	42,429.00	40,000.00	(2,429.00)	106.1%
6030 Community Support Agreement	0.00	0.00	6,000.00	6,000.00	0.0%
6035 Dues & Memberships	0.00	620.00	1,079.00	459.00	57.5%
6040 School, Training, Travel	0.00	0.00	2,000.00	2,000.00	0.0%
6045 Road Maintenance	0.00	6,529.42	9,800.00	3,270.58	66.6%
6050 Website Expense	0.00	1,200.00	2,500.00	1,300.00	48.0%
7010 Projects	0.00	1,873.48	77,917.47	76,043.99	2.4%
8000 GO Bond Payments	600.00	600.00	58,790.00	58,190.00	1.0%
8500 Interest Expense	8,755.83	14,055.83	0.00	(14,055.83)	0.0%
<b>General Government Totals</b>	<b>\$11,505.74</b>	<b>\$75,420.95</b>	<b>\$210,859.17</b>	<b>\$135,438.22</b>	
<b>Expenses</b>	<b>\$22,451.38</b>	<b>\$180,110.13</b>	<b>\$359,470.24</b>	<b>\$179,360.11</b>	

Town Administrator's Report – April 17, 2021

- Entrance Road – I have followed up with the County on addressing the Entrance road and getting additional patching done. In addition, we discussed options for full repair of the road. The County was going to come out and do a full assessment and then we will get back together.

I completed the FEMA assessment report related to the winter storm damage to the road.

- TIF Committee Meeting – The TIF Committee met and I reviewed the TIF Revenue Projection and Project Analysis we covered in March's CLEDT meeting. The Committee also reviewed the projects and we discussed possible projects for FY 21-22 for Budgeting purposes. The TIF Committee will meet again in the fall to provide a formal recommendation to the Trustees once we have the actual data from the County for a TIF Revenue Note in FY 21-22. The TIF Committee is developing a project submission process for adding projects and ideas to the Committee for inclusion on the Project List and funding consideration.

- Ridgeline Trail – The Committee has reviewed several options related to trail material and are in the process of getting quotes for clearing, excavating, materials and installation. The Surveyor has completed the staking and working to complete the legal description for the easement from the Developer. We may be asking for a special meeting if all these pieces can be pulled together before the regular May meeting.

Thank you.

General Fund  
Bank Register  
4/1/2021 to 4/30/2021

Trans. Date	Trans. Number	Name / Description	Receipts & Credits	Checks & Payments	Balance
General Fund					
Town of CL Checking 9683					
		Beginning Balance			188,725.59
4/1/2021	R-00098	Clay Chapman	694.94		189,420.53
4/2/2021	1114	Crawford & Associates, P.C		247.50	189,173.03
4/2/2021	1115	Crawford & Associates, P.C		220.00	188,953.03
4/2/2021	1116	Crawford & Associates, P.C		110.00	188,843.03
4/2/2021	1118	Dan Hurd		2,100.00	186,743.03
4/2/2021	1120	Oklahoma Uniform Building		48.00	186,695.03
4/2/2021	1121	OnSolve LLC		1,597.50	185,097.53
4/2/2021	A-10030	James G Buckley		2,745.07	182,352.46
4/2/2021	EFT	Cross Telephone Co		52.00	182,300.46
4/2/2021	EFT	Kiamichi Electric		112.00	182,188.46
4/5/2021	R-00099	Anchor Homes	2,084.82		184,273.28
4/8/2021	01117	CSA Software		989.00	183,284.28
4/8/2021	1119	Kay Robbins Wall		600.00	182,684.28
4/8/2021	1122	OPEH&W		1,424.12	181,260.16
4/8/2021	1123	Pied Piper Service		80.00	181,180.16
4/8/2021	1124	Renee Norman		750.00	180,430.16
4/8/2021	EFT	BOK Credit Card		266.55	180,163.61
4/9/2021	R-00094	Oklahoma Tax Commission	11,578.57		191,742.18
4/9/2021	R-00096	Oklahoma Tax Commission	921.44		192,663.62
4/9/2021	R-00097	Oklahoma Tax Commission	408.92		193,072.54
4/13/2021	R-00095	Oklahoma Tax Commission	145.87		193,218.41
4/15/2021	EFT	CSA Software		441.05	192,777.36
4/16/2021	A-10031	James G Buckley		2,513.34	190,264.02
4/16/2021	R-00100	Kerney Homes	762.91		191,026.93
4/19/2021	1125	OMAG		1,040.00	189,986.93
4/19/2021	1126	OMAG		125.00	189,861.93
4/19/2021	1127	Center for Economic Devel		180.00	189,681.93
4/19/2021	1128	Center for Economic Devel		1,465.00	188,216.93
4/19/2021	1130	OkMRF		2,086.68	186,130.25
4/20/2021	EFT	RWS Cloud Services		90.00	186,040.25
4/26/2021	R-00101	Kerney Homes	786.00		186,826.25
4/30/2021				77.01	186,749.24
4/30/2021	A-10032	James G Buckley		2,513.34	184,235.90
Town of CL Checking 9683 Totals			\$17,383.47	\$21,873.16	\$184,235.90
General Fund Totals			\$17,383.47	\$21,873.16	\$184,235.90
Report Totals			\$17,383.47	\$21,873.16	\$184,235.90
Records included in total = 34					

Item No. \_\_\_\_\_

Date: May 15, 2021

## **AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Presentation and Review of Street Light Ordinance and Policy by Freese and Nichols with possible discussion and direction to staff related to Street Light Ordinance and Policy, or take any other appropriate action.

**INITIATOR:** Greg Buckley, Town Administrator,

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

**BACKGROUND:** At the February Board of Trustees meeting the Trustees authorized Freese and Nichols to develop a Street Light Ordinance and Policy based on the Dark Sky principles. At this point Freese and Nichols would like to make a presentation and review some of the assumptions used in developing the Ordinance/Policy. The review includes helping the Board and Community understand some of the differences between lighting styles, types, illumination, etc. In addition, the Board will need to give direction on the style and look of the streetlights.

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**FUNDING:** None

**EXHIBITS:** Street Light Ordinance and Policy

**RECOMMENDED ACTION:** Provide direction to Freese and Nichols and Staff, if necessary.



# Outdoor Lighting Ordinance

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TOWN OF CARLTON LANDING - 2021

DRAFT – 5/5/2021

## TABLE OF CONTENTS

I.	Outdoor Lighting .....	1
A.	Purpose .....	1
II.	Lighting Zones .....	1
A.	LZ0: No ambient lighting.....	1
B.	LZ1: Low ambient lighting.....	1
C.	LZ2: Moderate ambient lighting .....	1
D.	LZ3: Moderately high ambient lighting .....	1
E.	LZ4: High ambient lighting .....	2
III.	General Requirements for All Outdoor Lighting .....	2
A.	Conformance with All Applicable Codes.....	2
B.	Applicability .....	2
C.	Allowed Correlated Color Temperature .....	3
D.	Lighting Control Requirements.....	3
IV.	Methods for Determining Compliance .....	3
A.	Prescriptive Method .....	3
B.	Performance Method .....	4
V.	Requirements for Non-Residential and Mixed-Use Outdoor Lighting.....	4
A.	General Requirements.....	4
B.	Prescriptive Method .....	4
C.	Performance Method .....	5
VI.	Requirements for Residential Outdoor Lighting .....	6
A.	General Requirements.....	6
B.	Exceptions.....	6
C.	Requirements for Residential Landscape Lighting .....	6
VII.	Lighting by Special Permit Only.....	6
A.	Complex and Non-Conforming Uses .....	6
B.	Special Lighting Permit .....	6
VIII.	Existing Lighting.....	7
A.	New Uses or Structures, or Change of Use.....	7
IX.	Lighting Design Standards and Metrics.....	7
A.	Allowed Total Initial Luminaire Lumens per Site, per Parking Space Method .....	7

B.	Allowed Total Initial Lumens per Site, per Hardscape Area Method .....	8
C.	Maximum Allowable Backlight, Uplight, and Glare (BUG) Ratings.....	9
D.	Allowed Total Initial Site Lumens .....	10
E.	Performance Method Additional Initial Luminaire Lumen Allowances .....	10
F.	Maximum Vertical Illuminance at Any Point in the Plane of the Lot line.....	13
G.	Residential Lighting Limits .....	13
X.	Street Lighting .....	14
A.	Purpose.....	14
B.	Applicability .....	14
C.	Master Lighting Plan .....	14
D.	Warranting.....	14
E.	Light Shielding and Distribution.....	14
XI.	Enforcement and Penalties (Reserved).....	15
XII.	Definitions of Key Terms .....	15

## I. OUTDOOR LIGHTING

### A. Purpose

The purpose of this Ordinance is to provide regulations for outdoor lighting that will:

1. Permit the use of outdoor lighting that does not exceed the minimum levels specified in IES (Illuminating Engineering Society) recommended practices for night-time safety, utility, security, productivity, enjoyment, and commerce.
2. Minimize adverse offsite impacts of lighting such as light trespass, and obtrusive light.
3. Curtail light pollution, reduce skyglow and improve the nighttime environment for astronomy.
4. Help protect the natural environment from the adverse effects of night lighting from gas or electric sources.
5. Conserve energy and resources to the greatest extent possible.

## II. LIGHTING ZONES

Lighting zones shall be assigned to all properties within the jurisdiction in relationship to adopted transect (or zoning) districts and in accordance with Table II-A below.

### A. LZ0: No ambient lighting

Areas where the natural environment will be seriously and adversely affected by lighting. Impacts include disturbing the biological cycles of flora and fauna and/or detracting from human enjoyment and appreciation of the natural environment. Human activity is subordinate in importance to nature. The vision of human residents and users is adapted to the darkness, and they expect to see little or no lighting. When not needed, lighting should be extinguished.

### B. LZ1: Low ambient lighting

Areas where lighting might adversely affect flora and fauna or disturb the character of the area. The vision of human residents and users is adapted to low light levels. Lighting may be used for safety and convenience, but it is not necessarily uniform or continuous. After curfew, most lighting should be extinguished or reduced as activity levels decline.

### C. LZ2: Moderate ambient lighting

Areas of human activity where the vision of human residents and users is adapted to moderate light levels. Lighting may typically be used for safety and convenience, but it is not necessarily uniform or continuous. After curfew, lighting may be extinguished or reduced as activity levels decline.

### D. LZ3: Moderately high ambient lighting

Areas of human activity where the vision of human residents and users is adapted to moderately high light levels. Lighting is generally desired for safety, security and/or convenience and it is often uniform and/or continuous. After curfew, lighting may be extinguished or reduced in most areas as activity levels decline.

**E. LZ4: High ambient lighting**

Areas of human activity where the vision of human residents and users is adapted to high light levels. Lighting is generally considered necessary for safety, security and/or convenience and it is mostly uniform and/or continuous. After curfew, lighting may be extinguished or reduced in some areas as activity levels decline.

**Table II-A**

Carlton Landing Transect Designation	Lighting Zone
n/a	LZ-0: No ambient lighting
Civic / Open Space	LZ-1: Low ambient lighting
T1 - USACE Leased Premises	LZ-1: Low ambient lighting
T2 - Neighborhood Edge	LZ-1: Low ambient lighting
T3 - Neighborhood General	LZ-1: Low ambient lighting
T4 - Neighborhood Center	LZ-2: Moderate ambient lighting
T5 - Town Center	LZ-2: Moderate ambient lighting
n/a	LZ-3: Moderately high ambient lighting
n/a	LZ-4: High ambient lighting

**III. GENERAL REQUIREMENTS FOR ALL OUTDOOR LIGHTING**

**A. Conformance with All Applicable Codes**

All outdoor lighting shall be installed in conformance with the provisions of this Ordinance, applicable Electrical and Energy Codes, and applicable sections of the Building Code.

**B. Applicability**

1. Except as described below, all outdoor lighting installed after the date of effect of this Ordinance shall comply with these requirements. This includes, but is not limited to, new lighting, replacement lighting, or any other lighting whether attached to structures, poles, the earth, or any other location, including lighting installed by any third party.
2. Exemptions
  - a. Lighting within the public right-of-way or easement for the principal purpose of illuminating roads and highways. No exemption shall apply to any street lighting and to any lighting within the public right of way or easement when the purpose of the luminaire is to illuminate areas outside of the public right of way or easement.
  - b. Lighting for public monuments and statuary.
  - c. Lighting solely for signs (lighting for signs is regulated by the Sign Ordinance).
  - d. Repairs to existing luminaires not exceeding 25% of total installed luminaires.
  - e. Temporary lighting for theatrical, television, performance areas and construction sites;
  - f. Underwater lighting in swimming pools and other water features

- g. Temporary lighting and seasonal lighting provided that individual lamps are less than 10 watts and 70 lumens.
- h. Lighting that is only used under emergency conditions.

3. Preemption

All lighting shall follow the provisions of this ordinance, except lighting required by federal, state, territorial, commonwealth or provincial laws or regulations.

**C. Allowed Correlated Color Temperature**

The allowable correlated color temperature of all lighting fixtures shall not exceed 3,000 Kelvins (K).

**D. Lighting Control Requirements**

1. Automatic Switching Requirements

Controls shall be provided that automatically extinguish all outdoor lighting when sufficient daylight is available using a control device or system such as a photoelectric switch, astronomic time switch or equivalent functions from a programmable lighting controller, building automation system or lighting energy management system, all with battery or similar backup power or device.

2. Exceptions

Automatic lighting controls are not required for the following:

- a. Lighting under canopies.
- b. Lighting for tunnels, parking garages, garage entrances, and similar conditions where a light source is almost completely concealed or serves a very specific purpose.

3. Automatic Lighting Reduction Requirements

Total outdoor lighting lumens for businesses shall be reduced by at least 30% or extinguished from one (1) hour after closing until one (1) hour before opening. This reduction does not apply to a business that operates on a 24-hours per day basis.

4. Exceptions

Lighting reductions are not required for any of the following:

- (i) With the exception of landscape lighting, lighting for residential properties including multiple residential properties not having common areas.
- (ii) When the outdoor lighting consists of only one luminaire.
- (iii) Code required lighting for steps, stairs, walkways, and building entrances.
- (iv) When in the opinion of the Authority, lighting levels must be maintained.
- (v) Motion activated lighting.

**IV. METHODS FOR DETERMINING COMPLIANCE**

Two methods are provided for assessing regulatory compliance:

**A. Prescriptive Method**

- 1. The Prescriptive Method contains precise and easily verifiable requirements for luminaire light output and fixture design that limit glare, upward projected light (uplight), light trespass, and the amount of light that can be used.

2. The Prescriptive Method constrains total installed initial luminaire lumens based on compliant luminaires and project property conditions and features.
3. The Prescriptive Method is most suitable for outdoor lighting projects that do not involve a lighting professional because it is simple and does not require engineering expertise.

**B. Performance Method**

1. The Performance Method allows greater flexibility and creativity in meeting the intent of this Section.
2. The Performance Method establishes system performance metrics for the system detailing photometric calculations in addition to individual luminaire compliance.
3. An engineer or lighting professional generally will be required to design within the Performance Method.
4. The Performance Method is most suitable for projects with the following characteristics:
  - a. Lighting must be evaluated under complex requirements not suitable under the Prescriptive Method;
  - b. The applicant wants or needs more flexibility in lighting design;
  - c. The lighting designer plans to aim or direct any light fixture upward (above 90 degrees); or
  - d. The project requires higher lighting levels compared to typical area lighting.

**V. REQUIREMENTS FOR NON-RESIDENTIAL AND MIXED-USE OUTDOOR LIGHTING**

**A. General Requirements**

For all Live-Work, Bungalow Court, Rowhouse, Courtyard Building, and Flex Building/Six-Plex properties, all outdoor lighting shall comply either with the Prescriptive Method or the Performance Method described in this section.

**B. Prescriptive Method**

An outdoor lighting installation complies with this section if it meets the requirements of subsections A and B, below.

1. Total Site Lumen Limit
  - a. The total installed initial luminaire lumens of all outdoor lighting shall not exceed the total site lumen limit. The total site lumen limit shall be determined using either the Parking Space Method (Table IX-A) or the Hardscape Area Method (Table IX-B).
  - b. Only one method shall be used per permit application, and for sites with existing lighting, existing lighting shall be included in the calculation of total installed lumens.
  - c. The total installed initial luminaire lumens is calculated as the sum of the initial luminaire lumens for all luminaires.
2. Limits to Off Site Impacts

All luminaires shall be rated and installed according to Table IX-C.

- a. Light Shielding for Parking Lot Illumination
  - (i) All parking lot lighting shall have no light emitted above 90 degrees.
  - (ii) Exception

Ornamental parking lighting shall be permitted by special permit only and shall meet the requirements of Table IX-C for Backlight, Uplight, and Glare, without the need for external field-added modifications.

## C. Performance Method

### 1. Total Site Lumen Limit

- a. The total installed initial luminaire lumens of all lighting systems on the site shall not exceed the allowed total initial site lumens. The allowed total initial site lumens shall be determined using Table IX-D and Table IX-E. For sites with existing lighting, existing lighting shall be included in the calculation of total installed lumens.
- b. The total installed initial luminaire lumens of all are calculated as the sum of the initial luminaire lumens for all luminaires.

### 2. Limits to Off Site Impacts

- a. All luminaires shall be rated and installed using either Option IV.A Prescriptive Method or Option IV.B Performance Method . Only one option may be used per permit application.
  - (i) Option A: All luminaires shall be rated and installed according to Table IX-C.
  - (ii) Option B: The entire outdoor lighting design shall be analyzed using industry standard lighting software including inter-reflections in the following manner:
    - (a) Input data shall describe the lighting system including luminaire locations, mounting heights, aiming directions, and employing photometric data tested in accordance with IES guidelines. Buildings or other physical objects on the site within three object heights of the lot line must be included in the calculations.
    - (b) Analysis shall utilize an enclosure comprised of calculation planes with zero reflectance values around the perimeter of the site. The top of the enclosure shall be no less than 33 feet (10 meters) above the tallest luminaire. Calculations shall include total lumens upon the inside surfaces of the box top and vertical sides and maximum vertical illuminance (footcandles and/or lux) on the sides of the enclosure.
    - (c) The design complies if:
      - (i) The total lumens on the inside surfaces of the virtual enclosure are less than 15% of the total site lumen limit; and
      - (ii) The maximum vertical illuminance on any vertical surface is less than the allowed maximum illuminance per Table IX-F.



## VI. REQUIREMENTS FOR RESIDENTIAL OUTDOOR LIGHTING

### A. General Requirements

For Estate, House/Dwelling Assembly Matrix, and Cottage properties, all outdoor luminaires shall be fully shielded and shall not exceed the allowed lumen output in Table IX-G, row 2.

### B. Exceptions

1. One partly shielded or unshielded luminaire at the main entry, not exceeding the allowed lumen output in Table IX-G, row 1.
2. Any other partly shielded or unshielded luminaires not exceeding the allowed lumen output in Table IX-G, row 3.
3. Low voltage landscape lighting aimed away from adjacent properties and not exceeding the allowed lumen output in Table IX-G, row 4.
4. Shielded directional flood lighting aimed so that direct glare is not visible from adjacent properties and not exceeding the allowed lumen output in Table IX-G, row 5.
5. Open flame gas lamps.
6. Lighting installed with a vacancy sensor, where the sensor extinguishes the lights no more than 15 minutes after the area is vacated.
7. Lighting exempt per Section III.B.2.

### C. Requirements for Residential Landscape Lighting

1. Shall comply with Table IX-G.
2. Shall not be aimed onto adjacent properties.

## VII. LIGHTING BY SPECIAL PERMIT ONLY

### A. Complex and Non-Conforming Uses

### B. Special Lighting Permit

Upon special permit issued by the Authority, lighting not complying with the technical requirements of this ordinance but consistent with its intent may be installed for complex sites or uses or special uses. Special Lighting Permit Application and Criteria:

1. Applicants shall demonstrate that the proposed lighting installation:
  - a. Has sustained every reasonable effort to mitigate the effects of light on the environment and surrounding properties, supported by a signed statement describing the mitigation measures. Such statement shall be accompanied by the calculations required for the Performance Method.
  - b. Employs lighting controls to reduce lighting at a Project Specific Curfew ("Curfew") time to be established in the Permit.
  - c. Complies with the Performance Method after Curfew.
2. Approval Process
  - a. The Authority shall review each such application.
  - b. A permit may be granted if, upon review, the Authority believes that the proposed lighting will not create unwarranted glare, sky glow, or light trespass.

Verify need for VII.A. There may not be any non-conforming uses in the Town at this time.

## VIII. EXISTING LIGHTING

Lighting installed prior to the effective date of this ordinance shall comply with the following.

### A. New Uses or Structures, or Change of Use

Whenever there is a new use of a property (zoning or variance change) or the use on the property is changed, all outdoor lighting on the property shall be brought into compliance with this Ordinance before the new or changed use commences.

#### 1. Additions or Alterations

##### a. Major Additions.

If a major addition occurs on a property, lighting for the entire property shall comply with the requirements of this Code. For purposes of this section, the following are considered to be major additions:

- (i) Additions of 25 percent or more in terms of additional dwelling units, gross floor area, seating capacity, or parking spaces, either with a single addition or with cumulative additions after the effective date of this Ordinance.
- (ii) Single or cumulative additions, modification, or replacement of 25 percent or more of installed outdoor lighting luminaires existing as of the effective date of this Ordinance.

##### b. Minor Modifications, Additions, or New Lighting Fixtures for Non-residential and Multiple Dwellings

- (i) For non-residential and multiple dwellings, all additions, modifications, or replacement of more than 25 percent of outdoor lighting fixtures existing as of the effective date of this Ordinance shall require the submission of a complete inventory and site plan detailing all existing and any proposed new outdoor lighting.
- (ii) Any new lighting shall meet the requirements of this Ordinance.

##### c. Resumption of Use after Abandonment

- (i) If a property with non-conforming lighting is abandoned for a period of six months or more, then all outdoor lighting shall be brought into compliance with this Ordinance before any further use of the property occurs.

## IX. LIGHTING DESIGN STANDARDS AND METRICS

### A. Allowed Total Initial Luminaire Lumens per Site, per Parking Space Method

This method applies only to properties with up to 10 parking spaces (including handicapped accessible spaces).

*Table IX-A*

LZ-0	LZ-1	LZ-2	LZ-3	LZ-4
350 lms/space	490 lms/space	630 lms/space	840 lms/space	1,050 lms/space

**B. Allowed Total Initial Lumens per Site, per Hardscape Area Method**

This method may be used for any project. When lighting intersections of site drives and public streets, a total of 600 square feet for each intersection may be added to the actual site hardscape area to provide for intersection lighting.

*Table IX-B*

	LZ-0	LZ-1	LZ-2	LZ-3	LZ-4
Base Allowance (per square foot of Hardscape)					
	0.5 lumens	1.25 lumens	2.5 lumens	5 lumens	7.5 lumens
Additional Allowances, in Addition to Base Allowance					
<i>No more than two additional allowances are permitted per site.</i>					
<b>Outdoor Sales Lots.</b> This allowance is lumens per square foot of un-covered sales lots used exclusively for the display of vehicles or other merchandise for sale, and may not include driveways, parking or other non-sales areas. To use this allowance, luminaires must be within 2 mounting heights of sales lot area.	0	4 lumens per square foot	8 lumens per square foot	16 lumens per square foot	16 lumens per square foot
<b>Outdoor Sales Frontage.</b> This allowance is for lineal feet of sales frontage immediately adjacent to the principal viewing location(s) and unobstructed for its viewing length. A corner sales lot may include two adjacent sides provided that a different principal viewing location exists for each side. In order to use this allowance, luminaires must be located between the principal viewing location and the frontage outdoor sales area.	0	0	1,000 lumens per lineal feet	1,500 lumens per lineal feet	2,000 lumens per lineal feet
<b>Drive Up Windows.</b> In order to use this allowance, luminaires must be within 20 feet horizontal distance of the center of the window.	0	2,000 lumens per drive up window	4,000 lumens per drive up window	8,000 lumens per drive up window	8,000 lumens per drive up window

<b>Vehicle Service Station.</b> This allowance is lumens per installed fuel pump.	0	4,000 lumens per pump (based on 5 fc horiz)	8,000 lumens per pump (based on 5 fc horiz)	16,000 lumens per pump (based on 5 fc horiz)	24,000 lumens per pump (based on 5 fc horiz)
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**C. Maximum Allowable Backlight, Uplight, and Glare (BUG) Ratings**

This table may be used for any project. A luminaire may be used if it is rated for the lighting zone of the site or lower in number for all ratings B, U, and G. Luminaires equipped with adjustable mounting devices permitting alteration of luminaire aiming in the field shall not be permitted.

*Table IX-C*

	LZ-0	LZ-1	LZ-2	LZ-3	LZ-4
<b>1 - Allowed Backlight Rating</b>					
Greater than 2 mounting heights from lot line.	B1	B3	B4	B5	B5
1 to less than 2 mounting heights from lot line and ideally oriented.	B1	B2	B3	B4	B4
0.5 to 1 mounting heights from lot line and ideally oriented.	B0	B1	B2	B3	B3
Less than 0.5 mounting height to lot line and properly oriented.	B0	B0	B0	B1	B2
<b>2 - Allowed Uplight Rating</b>	U0	U1	U2	U3	U4
Allowed % light emission above 90 degrees for street or area lighting.	0%	0%	0%	0%	0%
<b>3 - Allowed Glare Rating</b>	G0	G1	G2	G3	G4
Any luminaire not ideally oriented with 1 to less than 2 mounting heights to any lot line of concern.	G0	G0	G1	G1	G2
Any luminaire not ideally oriented with 0.5 to 1 mounting heights to any lot line of concern.	G0	G0	G0	G1	G1

Any luminaire not ideally oriented with less than 0.5 mounting heights to any lot line of concern.	G0	G0	G0	G0	G1
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1. For lot lines that abut public walkways, bikeways, plazas, and parking lots, the lot line may be considered to be 5 feet beyond the actual lot line for purpose of determining compliance with this section. For lot lines that abut public roadways and public transit corridors, the lot line may be considered to be the centerline of the public roadway or public transit corridor for the purpose of determining compliance with this section. NOTE: This adjustment is relative to Table IX-C, Sections 1 and 3 only and shall not be used to increase the lighting area of the site.
2. To be considered 'ideally oriented', the luminaire must be mounted with the backlight portion of the light output oriented perpendicular and towards the lot line of concern.
3. Any luminaire that cannot be mounted with its backlight perpendicular to any lot line within two times the mounting heights of the luminaire location shall meet the reduced Allowed Glare Rating in Table IX-C.

**D. Allowed Total Initial Site Lumens**

This table may be used for any project.

*Table IX-D*

	LZ-0	LZ-1	LZ-2	LZ-3	LZ-4
Allowed lumens per square foot (SF)	0.5	1.25	2.5	5	7.5
Allowed base lumens per site	0	3,500	7,000	14,000	21,000

**E. Performance Method Additional Initial Luminaire Lumen Allowances**

*Table IX-E*

Lighting Application	LZ-0	LZ-1	LZ-2	LZ-3	LZ-4
<b>Additional Lumens Allowances for all buildings <i>except</i> Service Stations and Outdoor Sales Facilities.</b>					
<b>Building Entrances or Exits.</b> This allowance is per door. In order to use this allowance, luminaires must be within 20 feet of the door.	400	1,000	2,000	4,000	6,000

<b>Building Facades.</b> This allowance is lumens per unit area of building façade that are illuminated. To use this allowance, luminaires must be aimed at the façade and capable of illuminating it without obstruction.	0	0	8/SF	16/SF	24/SF
<b>Sales or Non-sales Canopies.</b> This allowance is lumens per unit area for the total area within the drip line of the canopy. In order to qualify for this allowance, luminaires must be located under the canopy.	0	3/SF	6/SF	12/SF	18/SF
<b>Guard Stations.</b> This allowance is lumens per unit area of guardhouse plus 2000 sf per vehicle lane. In order to use this allowance, luminaires must be within 2 mounting heights of a vehicle lane or the guardhouse.	0	6/SF	12/SF	24/SF	36/SF
<b>Outdoor Dining.</b> This allowance is lumens per unit area for the total illuminated hardscape of outdoor dining. In order to use this allowance, luminaires must be within 2 mounting heights of the hardscape area of outdoor dining.	0	1/SF	5/SF	10/SF	15/SF
<b>Drive Up Windows.</b> This allowance is lumens per window. In order to use this allowance, luminaires must be within 20 feet of the center of the window.	0	2,000 lumens per drive up window	4,000 lumens per drive up window	8,000 lumens per drive up window	8,000 lumens per drive up window
<b>Additional Lumens Allowances for Service Stations only. Service Stations may not use any other additional allowances.</b>					

<b>Vehicle Service Station Hardscape.</b> This allowance is lumens per unit area for the total illuminated hardscape area less area of buildings, area under canopies, area off property, or areas obstructed by signs or structures. In order to use this allowance, luminaires must be illuminating the hardscape area and must not be within a building, below a canopy, beyond lot lines, or obstructed by a sign or other structure.	0	4/SF	8/SF	16/SF	24/SF
<b>Vehicle Service Station Canopies.</b> This allowance is lumens per unit area for the total area within the drip line of the canopy. In order to use this allowance, luminaires must be located under the canopy.	0	8/SF	16/SF	32/SF	32/SF
<b>Additional Lumens Allowances for Outdoor Sales Facilities only. Outdoor Sales Facilities may not use any other additional allowances.</b>					
<b>Outdoor Sales Lots.</b> This allowance is lumens per square foot of uncovered sales lots used exclusively for the display of vehicles or other merchandise for sale, and may not include driveways, parking or other non-sales areas and shall not exceed 25% of the total hardscape area. To use this allowance, luminaires must be within 2 mounting heights of the sales lot area.	0	4/SF	8/SF	12/SF	18/SF

<b>Outdoor Sales Frontage.</b> This allowance is for lineal feet of sales frontage immediately adjacent to the principal viewing location(s) and unobstructed for its viewing length. A corner sales lot may include two adjacent sides provided that a different principal viewing location exists for each side. In order to use this allowance, luminaires must be located between the principal viewing location and the frontage outdoor sales area.	0	0	1,000/LF	1,500/LF	2,000/LF
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1. If not used, allowances cannot be applied for other purposes.
2. No more than three additional allowances are permitted per site.
3. All area and distance measurements are based on plan view unless otherwise noted.

**F. Maximum Vertical Illuminance at Any Point in the Plane of the Lot line**

*Table IX-F*

LZ-0	LZ-1	LZ-2	LZ-3	LZ-4
0.05 FC or 0.5 LUX	0.1 FC or 1.0 LUX	0.3 FC or 3.0 LUX	0.8 FC or 8.0 LUX	1.5 FC or 15.0 LUX

**G. Residential Lighting Limits**

Luminaire lumens equals initial lamp lumens for a lamp, multiplied by the number of lamps in the luminaire.

*Table IX-G*

Lighting Application		LZ-0	LZ-1	LZ-2	LZ-3	LZ-4
Row 1	Maximum Allowed Luminaire Lumens* for Unshielded Luminaires at one entry only.	Not allowed	420 lumens	630 lumens	630 lumens	630 lumens
Row 2	Maximum Allowed Luminaire Lumens* for each Fully Shielded Luminaire.	Not allowed	1,260 lumens	1,260 lumens	1,260 lumens	1,260 lumens
Row 3	Maximum Allowed Luminaire Lumens* for each Unshielded Luminaire excluding main entry.	Not allowed	315 lumens	315 lumens	315 lumens	315 lumens
Row 4	Maximum Allowed Luminaire Lumens* for each Landscape Lighting.	Not allowed	Not allowed	1,050 lumens	2,100 lumens	2,100 lumens



Row 5	Maximum Allowed Luminaire Lumens* for each Shielded Directional Flood Lighting.	Not allowed	Not allowed	1,260 lumens	2,100 lumens	2,100 lumens
Row 6	Maximum Allowed Luminaire Lumens* for each Low Voltage Landscape Lighting.	Not allowed	Not allowed	525 lumens	525 lumens	525 lumens

## X. STREET LIGHTING

### A. Purpose

The purpose of this Ordinance is to control the light pollution of street lighting, including all collectors, local streets, alleys, sidewalks and bikeways, as defined by ANSI/IES RP-8 Standard Practice for Roadway and Street Lighting and in a manner consistent with the Model Lighting Ordinance.

### B. Applicability

All street lighting not governed by regulation of federal, state, or other superseding jurisdiction.

*Exception:* Lighting systems mounted less than 10.5 feet above street level and having less than 1000 initial lumens each.

### C. Master Lighting Plan

The Authority shall develop a Master Lighting Plan based on the American Association of State Highway and Transportation Officials (AASHTO) Roadway Lighting Design Guide GL-6, October 2005, Chapter 2. Such plan shall include, but not be limited to, the Adoption of Lighting Zones and:

1. Goals of street lighting in the jurisdiction by Lighting Zone
2. Assessment of the safety and security issues in the jurisdiction by Lighting Zone
3. Environmentally judicious use of resources by Lighting Zone
4. Energy use and efficiency by Lighting Zone
5. Curfews to reduce or extinguish lighting when no longer needed by Lighting Zone

### D. Warranting

The Authority shall establish a warranting process to determine whether lighting is required. Such warranting process shall not assume the need for any lighting nor for continuous lighting unless conditions warrant the need. Lighting shall only be installed where warranted.

### E. Light Shielding and Distribution

All street lighting shall have no light emitted above 90 degrees.

*Exception:* Ornamental street lighting for specific districts or projects shall be permitted by special permit only and shall meet the requirements of Table X-A below without the need for external field-added modifications.

Table X-A

Lighting Zone	Maximum Uplight Rating
LZ-0	U-0
LZ-1	U-1
LZ-2	U-2
LZ-3	U-3
LZ-4	U-4

Is there a general ordinance for addressing compliance with Town regulations? Do we need to establish fines, fees, and citation procedures specifically for lighting? I included a placeholder that can be populated or removed as applicable.

## XI. ENFORCEMENT AND PENALTIES (RESERVED)

## XII. DEFINITIONS OF KEY TERMS

### 1. Absolute Photometry

Photometric measurements (usually of a solid-state luminaire) that directly measures the footprint of the luminaire. Reference Standard IES LM-79.

### 2. Architectural Lighting

Lighting designed to reveal architectural beauty, shape and/or form and for which lighting for any other purpose is incidental.

### 3. Authority

The adopting municipality, agency, or other governing body.

### 4. Astronomic Time Switch

An automatic lighting control device that switches outdoor lighting relative to time of solar day with time of year correction.

### 5. Backlight

For an exterior luminaire, lumens emitted in the quarter sphere below horizontal and in the opposite direction of the intended orientation of the luminaire. For luminaires with symmetric distribution, backlight will be the same as front light.

### 6. BUG

An automatic lighting control device that switches outdoor lighting relative to time of solar day with time of year correction.

### 7. Canopy

A covered, unconditioned structure with at least one side open for pedestrian and/or vehicular access. (An unconditioned structure is one that may be open to the elements and has no heat or air conditioning.)

### 8. Common Outdoor Areas

One or more of the following: a parking lot; a parking structure or covered vehicular entrance; a common entrance or public space shared by all occupants of the domiciles.

### 9. Curfew

A time defined by the authority when outdoor lighting is reduced or extinguished.

**10. Emergency Conditions**

Generally, lighting that is only energized during an emergency; lighting fed from a backup power source; or lighting for illuminating the path of egress solely during a fire or other emergency; or lighting for security purposes used solely during an alarm.

**11. Footcandle**

The unit of measure expressing the quantity of light received on a surface. One footcandle is the illuminance produced by a candle on a surface one-foot square from a distance of one foot.

**12. Forward Light**

For an exterior luminaire, lumens emitted in the quarter sphere below horizontal and in the direction of the intended orientation of the luminaire.

**13. Fully Shielded Luminaire**

A luminaire constructed and installed in such a manner that all light emitted by the luminaire, either directly from the lamp or a diffusing element, or indirectly by reflection or refraction from any part of the luminaire, is projected below the horizontal plane through the luminaire's lowest light-emitting part.

**14. Glare**

Lighting entering the eye directly from luminaires or indirectly from reflective surfaces that causes visual discomfort or reduced visibility.

**15. Hardscape**

Permanent hardscape improvements to the site including parking lots, drives, entrances, curbs, ramps, stairs, steps, medians, walkways and non-vegetated landscaping that is 10 feet or less in width. Materials may include concrete, asphalt, stone, gravel, etc.

**16. Hardscape Area**

The area measured in square feet of all hardscape. It is used to calculate the Total Site Lumen Limit in both the Prescriptive Method and Performance Methods. Refer to Hardscape definition.

**17. Hardscape Perimeter**

The perimeter measured in linear feet is used to calculate the Total Site Lumen Limit in the Performance Method. Refer to Hardscape definition.

**18. IDA**

International Dark-Sky Association.

**19. IESNA**

Illuminating Engineering Society of North America.

**20. Impervious Material**

Material which is sealed to severely restrict water entry and movement.

**21. Industry Standard Lighting Software**

Lighting software that calculates point-by-point illuminance that includes reflected light using either ray-tracing or radiosity methods.

**22. Lamp**

A generic term for a source of optical radiation (i.e. “light”), often called a “bulb” or “tube”. Examples include incandescent, fluorescent, high-intensity discharge (HID) lamps, and low-pressure sodium (LPS) lamps, as well as light-emitting diode (LED) modules and arrays.

**23. Landscape Lighting**

Lighting of trees, shrubs, or other plant material as well as ponds and other landscape features.

**24. LED**

Light Emitting Diode.

**25. Light Pollution**

Any adverse effect of artificial light including, but not limited to, glare, light trespass, sky-glow, energy waste, compromised safety and security, and impacts on the nocturnal environment.

**26. Light Trespass**

Light that falls beyond the property it is intended to illuminate.

**27. Lighting**

“Electric” or “man-made” or “artificial” lighting. See “Lighting Equipment”.

**28. Lighting Equipment**

Equipment specifically intended to provide gas or electric illumination, including but not limited to, lamp(s), luminaire(s), ballast(s), poles, posts, lens(s), and related structures, electrical wiring, and other necessary or auxiliary components.

**29. Lighting Zone**

An overlay zoning system establishing legal limits for lighting for particular parcels, areas, or districts in a community.

**30. Low Voltage Landscape Lighting**

Landscape lighting powered at less than 15 volts and limited to luminaires having a rated initial luminaire lumen output of 525 lumens or less.

**31. Lumen**

The unit of measure used to quantify the amount of light produced by a lamp or emitted from a luminaire (as distinct from “watt,” a measure of power consumption).

**32. Luminaire**

The complete lighting unit (fixture), consisting of a lamp, or lamps and ballast(s) (when applicable), together with the parts designed to distribute the light (reflector, lens, diffuser), to position and protect the lamps, and to connect the lamps to the power supply.

**33. Luminaire Lumens**

For luminaires with relative photometry per IES, it is calculated as the sum of the initial lamp lumens for all lamps within an individual luminaire, multiplied by the luminaire efficiency. If the efficiency is not known for a residential luminaire, assume 70%. For luminaires with absolute photometry per IES LM-79, it is the total luminaire lumens. The lumen rating of a luminaire assumes the lamp or luminaire is new and has not depreciated in light output.

**34. Lux**

The SI unit of illuminance. One lux is one lumen per square meter. 1 Lux is a unit of incident illuminance approximately equal to 1/10 footcandle.

**35. Mounting Height**

The height of the photometric center of a luminaire above grade level.

**36. New Lighting**

Lighting for areas not previously illuminated newly installed lighting of any type except for replacement lighting or lighting repairs.

**37. Object**

A permanent structure located on a site. Objects may include statues or artwork, garages or canopies, outbuildings, etc.

**38. Object Height**

The highest point of an object, not including antennas or similar structures.

**39. Ornamental Lighting**

Lighting that does not impact the function and safety of an area but is purely decorative, or used to illuminate architecture and/or landscaping, and installed for aesthetic effect.

**40. Ornamental Street Lighting**

A luminaire intended for illuminating streets that serves a decorative function in addition to providing optics that effectively deliver street lighting. It has a historical period appearance or decorative appearance, and has the following design characteristics:

- Designed to mount on a pole using an arm, pendant, or vertical tenon;
- Opaque or translucent top and/or sides;
- An optical aperture that is either open or enclosed with a flat, sag, or drop lens;
- Mounted in a fixed position; and
- With its photometric output measured using Type C photometry per IESNA LM-75-01.

**41. Outdoor Lighting**

Lighting equipment installed within the lot line and outside the building envelopes, whether attached to poles, building structures, the earth, or any other location; and any associated lighting control equipment.

**42. Partly Shielded Luminaire**

A luminaire with opaque top and translucent or perforated sides, designed to emit most light downward.

**43. Pedestrian Hardscape**

Stone, brick, concrete, asphalt or other similar finished surfaces intended primarily for walking, such as sidewalks and pathways.

**44. Photoelectric Switch**

A control device employing a photocell or photodiode to detect daylight and automatically switch lights off when sufficient daylight is available.

**45. Relative Photometry**

Photometric measurements made of the lamp plus luminaire and adjusted to allow for light loss due to reflection or absorption within the luminaire. Reference standard: IES LM-63.

**46. Repair(s)**

The reconstruction or renewal of any part of an existing luminaire for the purpose of its ongoing operation, other than lamp replacement or replacement of components including capacitor, ballast or photocell. Note that retrofitting a luminaire with new lamp and/or ballast technology is not considered a repair and for the purposes of this ordinance the luminaire shall be treated as if new. "Repair" does not include normal lamp replacement or replacement of components including capacitor, ballast or photocell.

**47. Replacement Lighting**

Lighting installed specifically to replace existing lighting that is sufficiently broken to be beyond repair.

**48. Sales Area**

Uncovered area used for sales of retail goods and materials, including but not limited to automobiles, boats, tractors and other farm equipment, building supplies, and gardening and nursery products.

**49. Seasonal Lighting**

Temporary lighting installed and operated in connection with holidays or traditions.

**50. Shielded Directional Luminaire**

A luminaire that includes an adjustable mounting device allowing aiming in any direction and contains a shield, louver, or baffle to reduce direct view of the lamp.

**51. Sign**

Advertising, directional or other outdoor promotional display of art, words and/or pictures.

**52. Sky Glow**

The brightening of the nighttime sky that results from scattering and reflection of artificial light by moisture and dust particles in the atmosphere. Skyglow is caused by light directed or reflected upwards or sideways and reduces one's ability to view the night sky.

**53. Temporary Lighting**

Lighting installed and operated for periods not to exceed 60 days, completely removed and not operated again for at least 30 days.

**54. Third Party**

A party contracted to provide lighting, such as a utility company.

**55. Time Switch**

An automatic lighting control device that switches lights according to time of day.

**56. Translucent**

Allowing light to pass through, diffusing it so that objects beyond cannot be seen clearly (not transparent or clear).

**57. Unshielded Luminaire**

A luminaire capable of emitting light in any direction including downwards.

**58. Uplight**

For an exterior luminaire, flux radiated in the hemisphere at or above the horizontal plane.

**59. Vertical Illuminance**

Illuminance measured or calculated in a plane perpendicular to the site boundary or lot line.

DRAFT

Item No. \_\_\_\_\_

Date: May 15, 2021

## **AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consider and discuss possibly accepting, amending, revising, or denying an Easement(s) from Ridgeline Ranch, LLC for the right to erect, construct, install, lay, and thereafter use, operate, inspect, repair, and maintain, materials to establish a walking trail; for access for maintenance, or take any other appropriate action.

**INITIATOR:** Greg Buckley, Town Administrator

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

**BACKGROUND:** The Board of Trustees has approved the construction of a Walking Trail along Ridgeline Road. Funding was approved and appropriated in the TIF 2020 Revenue Note for an amount of \$125,000.00. The Developer, Grant Humphreys, has offered a ten (10) foot easement adjacent to the Ridgeline Road right of way for the Town to install, construct and maintain a walking trail. The Ridgeline Road right of way provides a six (6) foot area for a sidewalk. The combined area allows for a sixteen (16) foot wide path from the Outlook to just short of Lower Greenway. Lot 6 and 7 of Block 23 are not owned by the Ridgeline Ranch, LLC. the trail will be installed within the allowed six (6) foot right of way within those lots.

With the acceptance of the Easement, the Town will be able to begin the installation and construction of the Trail.

**FUNDING:** TIF Rev Note 2020

**EXHIBITS:** Easement, Ridgeline Trail Easement Legals, Map of Easement

**RECOMMENDED ACTION:** Accept the Easement(s) from Ridgeline Ranch, LLC for the right to erect, construct, install, lay, and thereafter use, operate, inspect, repair, and maintain, materials to establish a walking trail; for access for maintenance.



## **EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the mutual covenants and agreements between Ridgeline Ranch, LLC, hereinafter referred to as GRANTOR, and the Town of Carlton Landing, Pittsburg County, Oklahoma, of 44 Water Street, Carlton Landing, Oklahoma 74432, hereinafter referred to as GRANTEE, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement as described on the Attachment hereto; with the right to erect, construct, install, lay, and thereafter use, operate, inspect, repair, and maintain, materials to establish a walking trail; for access for maintenance, situate in Pittsburg County, State of Oklahoma, the easement being described as follows:

See Attached Legal Descriptions:

Parcel No. 1A  
Parcel No. 2A  
Parcel No. 3A

together with the right of ingress and egress over the lands of the GRANTOR, its successors and assigns, for the purpose of this easement.

The undersigned covenants that Ridgeline Ranch LLC is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character.

The Consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, its successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the land of the GRANTOR, its successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_  
day of \_\_\_\_\_, 2021.

Ridgeline Ranch, LLC  
By: The Humphreys Company, LLC, Manager

\_\_\_\_\_  
Grant Humphreys, Manager

STATE OF OKLAHOMA            )  
  )     SS.  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGEMENT**

Before me, a Notary Public within and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared Grant Humphreys, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the within and foregoing instrument and that he executed the same as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

\_\_\_\_\_  
**NOTARY PUBLIC**

Commission Expiration: \_\_\_\_\_

Commission Number: \_\_\_\_\_

COUNTY       PITTSBURG        
PARCEL NO.       1A        
PARCEL TYPE  
SIDEWALK EASEMENT

*REAL PROPERTY ACQUISITION  
LEGAL DESCRIPTION/PARCEL MAP*



Prepared By:  
NATIVE PLAINS  
Surveying & Mapping, LLC  
A Native American Owned Business  
5807 South Garnett Road, Suite K, Tulsa, Oklahoma, 74146  
Telephone: 918.234.7596, Fax: 918.893.5552

REVISION RECORD

<u>Date</u>	<u>By</u>	<u>Description of Revision</u>
04/07/2021	JLN	Create Parcel Map, Legal Description and closure report
04/28/2021	JLN	Revised geometry of easement

PROJECT NO. \_\_\_\_\_ 216004  
PARCEL NO. \_\_\_\_\_ 1A  
COUNTY \_\_\_\_\_ PITTSBURG  
PAGE \_\_\_\_\_ 1 of 2

## LEGAL DESCRIPTION

### *SIDEWALK EASEMENT*

A part of the Southeast Quarter (SE/4) of Section Thirty-Six (36), Township Nine (9) North, Range Sixteen (16) East and the Southwest Quarter (SW/4) of Section Thirty-One (31), Township Nine (9) North, Range Seventeen (17) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma, according to the United States Government Survey thereof and being more particularly described as follows:

COMMENCING at the Northwest corner of said SW/4; thence South 01°35'07" East and along the West line of said SW/4, for a distance of 723.14 feet; thence South 32°04'44" East and parallel with the East Right of Way of Ridgeline Road, for a distance of 2.79 feet to the POINT OF BEGINNING; thence North 57°55'16" East and parallel with the North Right of Way of Ridgeline Road, for a distance of 138.94 feet to a point of curve; thence along said curve to the right with a radius of 640.00 feet, a chord bearing of North 79°10'05" East, a chord distance of 463.86 feet, for an arc distance of 474.67 feet; thence South 79°35'04" East, for a distance of 131.16 feet to a point of curve; thence along said curve to the right with a radius of 1140.00 feet, a chord bearing of South 64°04'26" East, a chord distance of 609.71 feet, for an arc distance of 617.22 feet to a point of curve; thence along said curve to the left, with a radius of 960.00 feet, a chord bearing of South 57°09'28" East, a chord distance of 286.92 feet, for an arc distance of 288.00 feet; thence South 65°45'08" East, for a distance of 49.86 feet to a point on the West Right of Way of Tallgrass Drive; thence along said West Right of Way being a curve to the left with a radius of 1075.00 feet, a chord bearing of South 26°05'02" West, a chord distance of 10.01 feet, for an arc distance of 10.01 feet to a point on the North Right of Way of Ridgeline Road; thence North 65°45'08" West and along said North Right of Way, for a distance of 49.54 feet to a point of curve; thence continuing along said North Right of Way being a curve to the right with a radius of 970.00 feet, a chord bearing of North 57°09'28" West, a chord distance of 289.91 feet, for an arc distance of 291.00 feet to a point of curve; thence continuing along said North Right of Way being a curve to the left with a radius of 1130.00 feet, a chord bearing of North 64°04'26" West, a chord distance of 604.36 feet, for an arc distance of 611.81 feet; thence North 79°35'04" West and continuing along said North Right of Way, for a distance of 131.16 feet to a point of curve; thence continuing along said North Right of Way being a curve to the left with a radius of 630.00 feet; a chord bearing of South 79°10'05" West, a chord distance of 456.62 feet, for an arc distance of 467.25 feet; thence South 57°55'16" West and continuing along said North Right of Way, for a distance of 148.94 to a point on the East Right of Way of Ridgeline Road; thence North 32°04'44" West and along said East Right of Way, for a distance of 60.00 feet; thence North 57°55'16" East and perpendicular to said East Right of Way, for a distance of 10.00 feet; thence South 32°04'44" East and parallel with said East Right of Way, for a distance of 47.21 feet to the POINT OF BEGINNING.

## REAL PROPERTY CERTIFICATION:

I, Nathaniel J. Reed, certify that the attached legal description closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

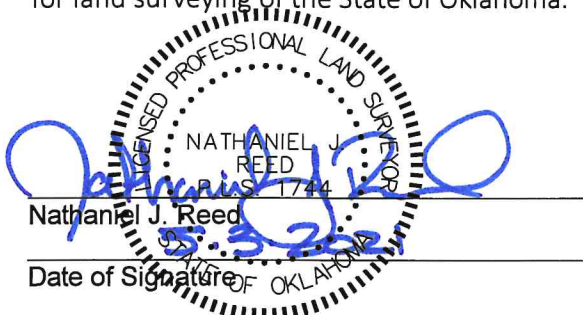
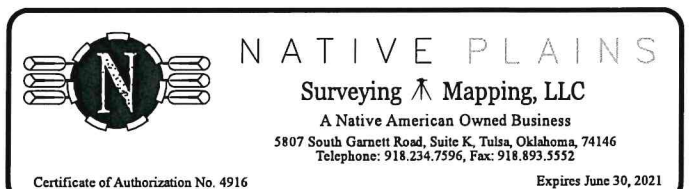
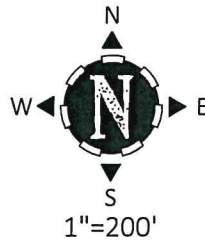
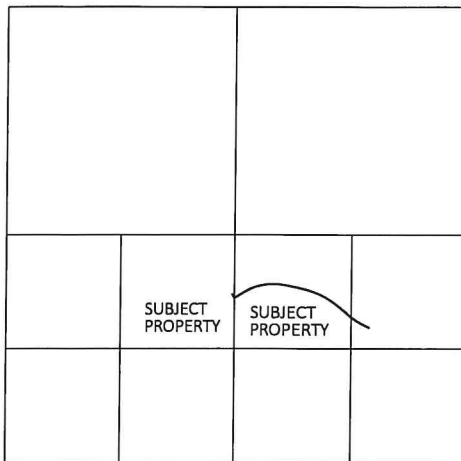


EXHIBIT "A"  
Page 1 of 2



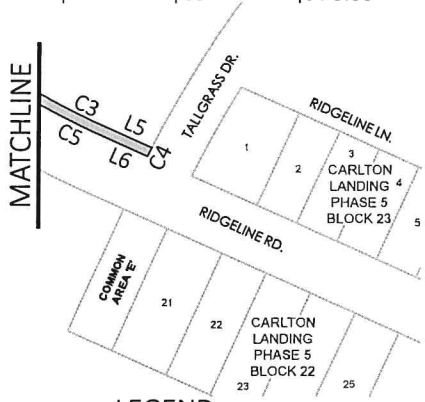
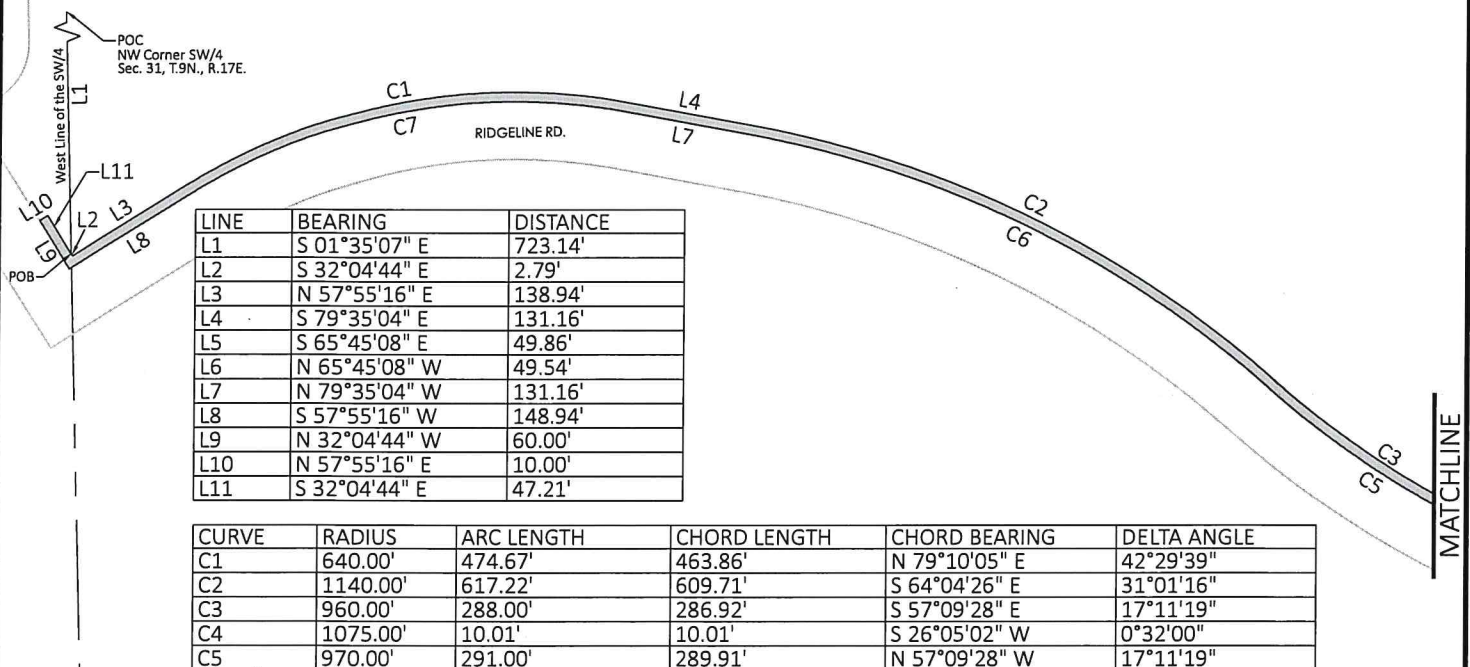


PROJECT NO. 216004  
 PARCEL NO. 1A  
 COUNTY PITTSBURG  
 PAGE 2 of 2

LEGAL DESCRIPTION: A part of the SE/4 of Section 36, Township 9 North, Range 16 East, and the SW/4 of Section 31, Township 9 North, Range 17 East, Pittsburg County, State of Oklahoma.

SEC 36 T 9 N R 16 E  
 SEC 31 T 9 N R 17 E

BEFORE GROSS	0.00 SF	0.00 ACRES
EXISTING R/W	0.00 SF	0.00 ACRES
SIDEWALK EASEMENT	17,547.55 SF	0.40 ACRES

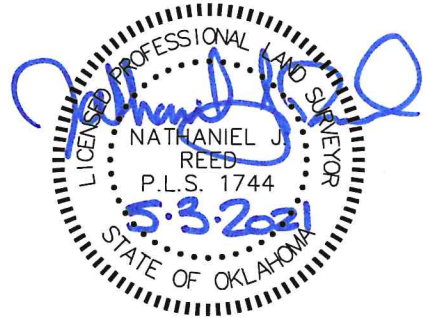


LEGEND

POB Point of Beginning  
 POC Point of Commencement

The Basis of Bearing is Oklahoma State Plane Coordinates, North Zone 3501, NAD 83 (1993)

EXHIBIT "A"  
 Page 2 of 2



## Deed Report

Wed Apr 28 06:59:21 2021

Deed Name: PARCEL 1A

Starting Coordinates: Northing 691116.02, Easting 2698246.57

Distance Units: Feet

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
S 32°04'44" E	2.79	LINE					
N 57°55'16" E	138.94	LINE					
N 79°10'05" E	463.86	CURVE R	640.00	474.67	42°29'39"	248.85	
							Rad-In: S 32°04'44" E Rad-Out: S 10°24'55" W
S 79°35'04" E	131.16	LINE					
S 64°04'26" E	609.71	CURVE R	1140.00	617.22	31°01'16"	316.38	
							Rad-In: S 10°24'56" W Rad-Out: S 41°26'12" W
S 57°09'28" E	286.92	CURVE L	960.00	288.00	17°11'19"	145.09	
							Rad-In: N 41°26'12" E Rad-Out: N 24°14'52" E
S 65°45'08" E	49.86	LINE					
S 26°05'02" W	10.01	CURVE L	1075.00	10.01	0°32'00"	5.00	
							Rad-In: S 63°38'58" E Rad-Out: S 64°10'58" E
N 65°45'08" W	49.54	LINE					
N 57°09'28" W	289.91	CURVE R	970.00	291.00	17°11'19"	146.60	
							Rad-In: N 24°14'52" E Rad-Out: N 41°26'12" E
N 64°04'26" W	604.36	CURVE L	1130.00	611.81	31°01'16"	313.60	
							Rad-In: S 41°26'12" W Rad-Out: S 10°24'56" W
N 79°35'04" W	131.16	LINE					
S 79°10'05" W	456.62	CURVE L	630.00	467.25	42°29'40"	244.96	
							Rad-In: S 10°24'56" W Rad-Out: S 32°04'45" E
S 57°55'16" W	148.94	LINE					
N 32°04'44" W	60.00	LINE					
N 57°55'16" E	10.00	LINE					
S 32°04'44" E	47.21	LINE					

Ending Coordinates: Northing 691116.02, Easting 2698246.57

Area: 17547.55 S.F., 0.4028 Acres

Total Perimeter Distance&gt; 3529.55

Closure Error Distance&gt; 0.0000

Closure Precision&gt; 1 in 999999



COUNTY PITTSBURG  
PARCEL NO. 2A  
PARCEL TYPE  
SIDEWALK EASEMENT

*REAL PROPERTY ACQUISITION  
LEGAL DESCRIPTION/PARCEL MAP*



Prepared By:

NATIVE PLAINS

Surveying  Mapping, LLC

A Native American Owned Business

5807 South Garnett Road, Suite K, Tulsa, Oklahoma, 74146  
Telephone: 918.234.7596, Fax: 918.893.5552

REVISION RECORD

<u>Date</u>	<u>By</u>	<u>Description of Revision</u>
05/03/2021	JLN	Create Parcel Map, Legal Description and closure report

PROJECT NO. \_\_\_\_\_ 216004  
PARCEL NO. \_\_\_\_\_ 2A  
COUNTY \_\_\_\_\_ PITTSBURG  
PAGE \_\_\_\_\_ 1 of 2

## LEGAL DESCRIPTION

### *SIDEWALK EASEMENT*

A part of Lots One through Seven (1-7), Block Twenty-Three (23), CARLTON LANDING PHASE 5, an Addition to Pittsburg County, State of Oklahoma, according to the recorded plat thereof and being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 1; thence along the West line of said Lot 1, being a curve to the right with a radius of 1025.00 feet, a chord bearing of North 26°10'25" East, a chord distance of 10.01 feet, for an arc distance of 10.01 feet; thence South 65°45'08" East and parallel with the South line of said Lot Block 23, for a distance of 373.70 feet to a point on the East line of said Lot 7; thence South 24°14'52" West and along said East line, for a distance of 10.00 feet to the Southeast corner of said Lot 7; thence North 65°45'08" West and along the South line of said Block 23, for a distance of 374.04 feet to the POINT OF BEGINNING.

## REAL PROPERTY CERTIFICATION:

I, Nathaniel J. Reed, certify that the attached legal description closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

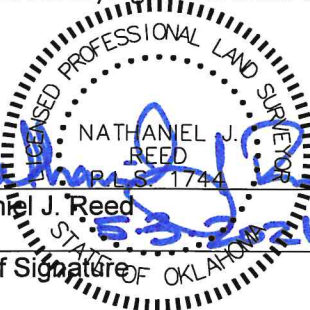
  
Nathaniel J. Reed  
Date of Signature \_\_\_\_\_

EXHIBIT "A"  
Page 1 of 2



NATIVE PLAINS

Surveying & Mapping, LLC

A Native American Owned Business

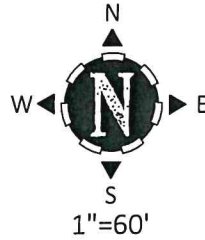
5807 South Garnett Road, Suite K, Tulsa, Oklahoma, 74146  
Telephone: 918.234.7596, Fax: 918.893.5552

Certificate of Authorization No. 4916

Expires June 30, 2021



SUBJECT PROPERTY			



PROJECT NO. 216004  
 PARCEL NO. 2A  
 COUNTY PITTSBURG  
 PAGE 2 of 2

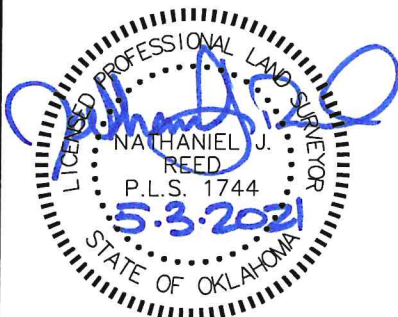
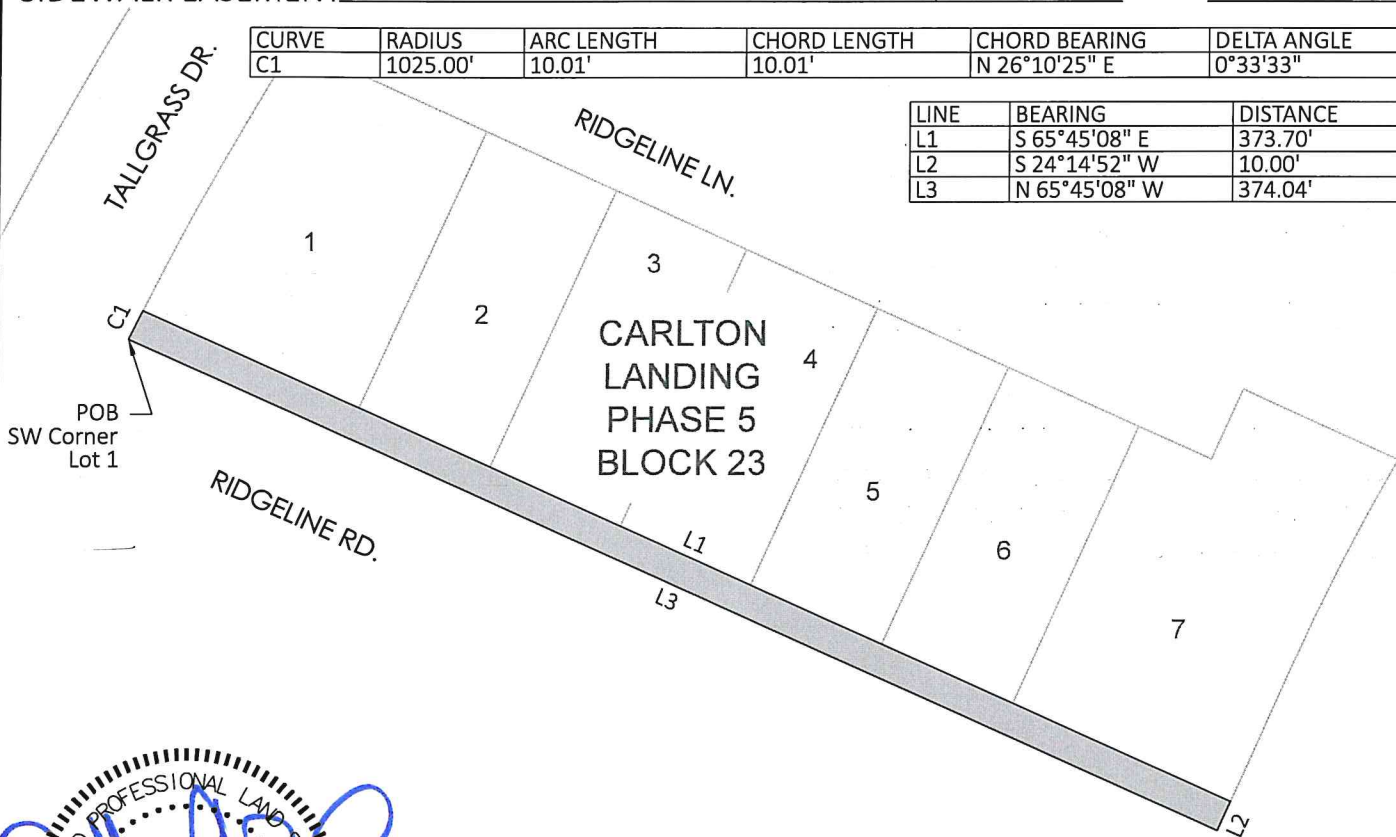
LEGAL DESCRIPTION: A part of Lots 1 through 7,  
 Block 23, CARLTON LANDING PHASE 5, an  
 Addition to Pittsburg County, State of Oklahoma

SEC 31 T 9 N R 17 E

BEFORE GROSS 0.00 SF 0.00 ACRES  
 EXISTING R/W 0.00 SF 0.00 ACRES  
 SIDEWALK EASEMENT 3,738.76 SF 0.09 ACRES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1025.00'	10.01'	10.01'	N 26°10'25" E	0°33'33"

LINE	BEARING	DISTANCE
L1	S 65°45'08" E	373.70'
L2	S 24°14'52" W	10.00'
L3	N 65°45'08" W	374.04'



LEGEND

POB Point of Beginning  
 POC Point of Commencement

The Basis of Bearing is Oklahoma State Plane Coordinates, North Zone 3501, NAD 83 (1993)

EXHIBIT "A"  
 Page 2 of 2

Deed Report

Mon May 3 08:44:57 2021

Deed Name: PARCEL 2A

Starting Coordinates: Northing 690781.72, Easting 2699826.45

Distance Units: Feet

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
N 26°10'25" E	10.01	CURVE R	1025.00	10.01	0°33'33"	5.00	
			Rad-In: S 64°06'22" E			Rad-Out: S 63°32'48" E	
S 65°45'08" E	373.70	LINE					
S 24°14'52" W	10.00	LINE					
N 65°45'08" W	374.04	LINE					

Ending Coordinates: Northing 690781.72, Easting 2699826.45

Area: 3738.76 S.F., 0.0858 Acres

Total Perimeter Distance> 767.74

Closure Error Distance> 0.0000

Closure Precision> 1 in 999999

COUNTY PITTSBURG  
PARCEL NO. 3A  
PARCEL TYPE  
SIDEWALK EASEMENT

*REAL PROPERTY ACQUISITION  
LEGAL DESCRIPTION/PARCEL MAP*



Prepared By:

NATIVE PLAINS

Surveying  Mapping, LLC

A Native American Owned Business

5807 South Garnett Road, Suite K, Tulsa, Oklahoma, 74146  
Telephone: 918.234.7596, Fax: 918.893.5552

REVISION RECORD

<u>Date</u>	<u>By</u>	<u>Description of Revision</u>
05/03/2021	JLN	Create Parcel Map, Legal Description and closure report

PROJECT NO. \_\_\_\_\_ 216004  
PARCEL NO. \_\_\_\_\_ 3A  
COUNTY \_\_\_\_\_ PITTSBURG  
PAGE \_\_\_\_\_ 1 of 2

## LEGAL DESCRIPTION

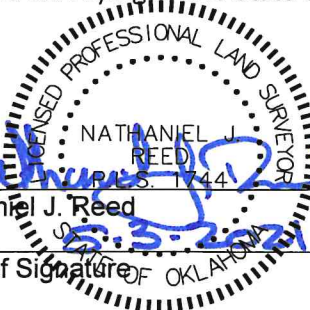
### *SIDEWALK EASEMENT*

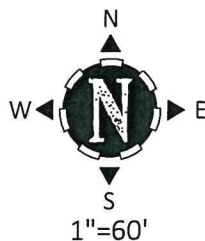
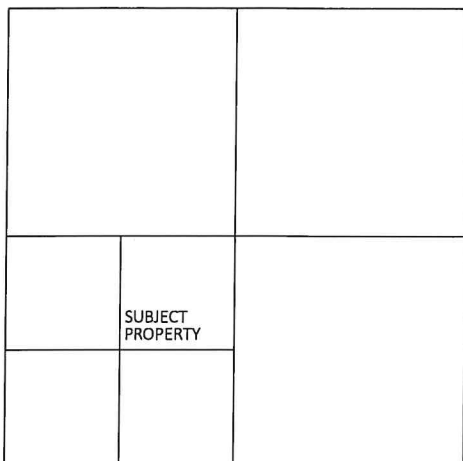
A part of Lots One through Five (1-5), Block Twenty (20), CARLTON LANDING PHASE 5, an Addition to Pittsburg County, State of Oklahoma, according to the recorded plat thereof and being more particularly described as follows:

**BEGINNING** at the Southwest corner of said Lot 1; thence North 24°14'52" East and along the West line of said Lot 1, for a distance of 10.00 feet; thence South 65°45'08" East and parallel with the South line of said Block 20, for a distance of 103.34 feet to a point of curve; thence along a curve to the right with a radius of 240.00, a chord bearing of South 57°25'14" East, a chord distance of 69.55 feet, for an arc distance of 69.80 feet to a point of curve; thence along a curve to the left with a radius of 410.00, a chord bearing of South 51°52'02" East, a chord distance of 39.75 feet, for an arc distance of 39.77 feet to a point on the East line of said Lot 5; thence South 24°14'52" West and along said East line, for a distance of 10.19 feet to the Southeast corner of said Lot 5; thence along the South line of said Block 20 being a curve to the right with a radius of 420.00, a chord bearing of North 52°00'04" West, a chord distance of 42.68 feet, for an arc distance of 42.70 feet to a point of curve thence along a curve to the left with a radius of 230.00, a chord bearing of North 57°25'14" West, a chord distance of 66.66 feet, for an arc distance of 66.89 feet; thence North 65°45'08" West, for a distance of 103.34 feet to the **POINT OF BEGINNING**.

## REAL PROPERTY CERTIFICATION:

I, Nathaniel J. Reed, certify that the attached legal description closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

  
Nathaniel J. Reed  
Date of Signature \_\_\_\_\_



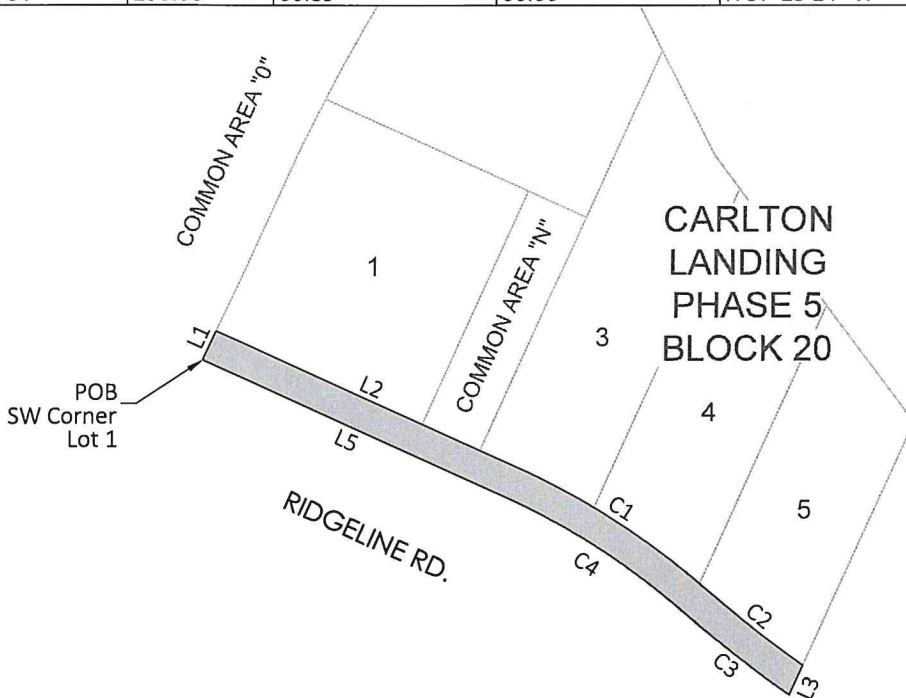
PROJECT NO. 216004  
 PARCEL NO. 3A  
 COUNTY PITTSBURG  
 PAGE 2 of 2

LEGAL DESCRIPTION: A part of Lots 1 through 5,  
Block 20, CARLTON LANDING PHASE 5, an  
Addition to Pittsburg County, State of Oklahoma

SEC 31 T 9 N R 17 E

BEFORE GROSS	0.00	SF	0.00	ACRES
EXISTING R/W	0.00	SF	0.00	ACRES
SIDEWALK EASEMENT	2,129.13	SF	0.05	ACRES

LINE	BEARING	DISTANCE			
L1	N 24°14'52" E	10.00'			
L2	S 65°45'08" E	103.34'			
L3	S 24°14'52" W	10.19'			
L5	N 65°45'08" W	103.34'			
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	240.00'	69.80'	69.55'	S 57°25'14" E	16°39'48"
C2	410.00'	39.77'	39.75'	S 51°52'02" E	5°33'25"
C3	420.00'	42.70'	42.68'	N 52°00'04" W	5°49'29"
C4	230.00'	66.89'	66.66'	N 57°25'14" W	16°39'48"



LEGEND

POB Point of Beginning  
 POC Point of Commencement

The Basis of Bearing is Oklahoma State Plane Coordinates, North Zone 3501, NAD 83 (1993)

## Deed Report

Mon May 3 09:04:36 2021

Deed Name: PARCEL 3A

Starting Coordinates: Northing 690607.58, Easting 2700213.08

Distance Units: Feet

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
N 24°14'52" E	10.00	LINE					
S 65°45'08" E	103.34	LINE					
S 57°25'14" E	69.55	CURVE R	240.00	69.80	16°39'48"	35.15	
							Rad-In: S 24°14'52" W Rad-Out: S 40°54'40" W
S 51°52'02" E	39.75	CURVE L	410.00	39.77	5°33'25"	19.90	
							Rad-In: N 40°54'40" E Rad-Out: N 35°21'15" E
S 24°14'52" W	10.19	LINE					
N 52°00'04" W	42.68	CURVE R	420.00	42.70	5°49'29"	21.37	
							Rad-In: N 35°05'12" E Rad-Out: N 40°54'40" E
N 57°25'14" W	66.66	CURVE L	230.00	66.89	16°39'48"	33.68	
							Rad-In: S 40°54'40" W Rad-Out: S 24°14'52" W
N 65°45'08" W	103.34	LINE					

Ending Coordinates: Northing 690607.58, Easting 2700213.08

Area: 2129.13 S.F., 0.0489 Acres

Total Perimeter Distance&gt; 446.01

Closure Error Distance&gt; 0.0000

Closure Precision&gt; 1 in 999999





Google Earth

© 2021 Google



Item No. \_\_\_\_\_

Date: May 15, 2021

## **AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consider, discuss and possibly approve, revise, amend or deny a Marina Project Agreement between Humphrey's Partners 2009, LLC, the Town of Carlton Landing and Carlton Landing Economic Development Authority for the development and certain improvements of the Marina, or take any other appropriate action.

**INITIATOR:** Greg Buckley, Town Administrator,

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

**BACKGROUND:** The Phase 1 of the Marina Center has been designed in accordance with the requirement of the Eufaula Lakeshore Management Plan Revisions and Master Plan Supplemental Final Environmental Impact Statement, Lease No. DCW56-1-15-268. The Developer, Humphrey's Partners 2009, LLC. is wanting to move forward with the relocation of the Marina and docks to its final identified location, per the Lease agreement. The U.S. Army Corps of Engineers has been inquiring and seeking to move forward with the relocation of the Marina and docks.

There is general Town infrastructure that needs to be constructed to provide access to the area and support the development. The Developer is proposing a partnership between the Developer, Town of Carlton Landing and Economic Development Trust which would let the Develop put in the needed infrastructure for the development through a project agreement. The Agreement provides that the Developer would put in the infrastructure on a re-imbursement basis with a not to exceed amount. The Agreement caps the Towns contribution for re-imbursement at \$1,252,169.00.

Previous discussions and planning had a project estimate of \$950,000.00, which was prepared several years ago. There are two elements that have increased the project cost. First, material and construction costs have increased since the original estimate, especially in the past six to eight months. Second, the Developer has incorporated a longer public walkway within this phase of the project. The added walkway allows the addition of two more dock sections. The added docks will increase the original total of boat slips from eighty-two (82) to one hundred forty-six (146).

The 2021 TIF Revenue Note projection is approximately \$1,191,424.00, after issuance costs. Last year's TIF Review Committee recommendation and preliminary discuss in preparation for 2021-2022 Budget, proposes to allocate \$250,000.00 for the Marina Project. Other proposed projects are Community Center (\$550,000.00), Stephens Road (\$250,00.00), and Alley Improvement Phase 3 (\$138,100.00). This model allows for other projects to be continued and or completed and it means entering an FEA (Funding Eligibility Agreement) with the Developer. If we maintain the same annual payment of approximately \$250,000.00 it will take five (5) years to repay the Marina Project FEA, which would mean paying interest on the outstanding balance.



The Developer is preparing to start development of Phase 6. Once completed the Developer will be eligible to twenty-five (25%) percent re-imbursement of the infrastructure costs. The Developer anticipates it will be next year when he submits a request for infrastructure re-imbursement. While no estimate for Phase 6 re-imbursement has been provided, Phase 5a was \$912,829.00, On the TIF possible project list \$1,000.000 has been provided for Developer re-imbursement. Based on current TIF Revenue projections, it is likely the Town will need to enter an FEA with the Developer for the infrastructure re-imbursement. If sales of lots continue at 2020 rates, the Developer may quickly start Phase 7. The Rural Water District is projected to award the contract for the Wastewater Treatment Plant on Saturday May 15,2020.

In projecting for TIF Revenue Note 2022, the TIF Committee placed \$500,000.00 for Developer Re-imbursement. As the TIF Committee and the Board continue to plan and look ahead, we will need to balance the ‘financing’ of projects or waiting until funds are available.

**FUNDING:** None

**EXHIBITS:** Marina Development Agreement

**RECOMMENDED ACTION:** Approve a Marina Project Agreement between Humphrey’s Partners 2009, LLC, the Town of Carlton Landing and Carlton Landing Economic Development Authority for the development and certain improvements of the Marina.

## **MARINA PROJECT DEVELOPMENT AGREEMENT**

**May \_\_, 2021**

THIS MARINA PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is entered into this \_\_ day of May, 2021, by and between **Humphreys Partners 2009, LLC**, an Oklahoma limited liability company or permitted assigns as provided for herein (the "Developer"), and **The Town of Carlton Landing** (the "Town") and **Carlton Landing Economic Development Trust** (the "Trust") (the Town and the Trust collectively "Grantors") (Developer, Town and Trust sometimes collectively referred to herein as the "Parties").

### **RECITALS**

- A. The Parties have entered into that certain Carlton Landing Master Development Agreement dated January 20, 2018 (the "MDA") whereby, the Parties have agreed to work together towards implementation of projects beneficial to the Town.
- B. Consistent with the MDA, the Grantors wish to enter into this Agreement specifically for development of certain marina improvements impacting the property described on **Exhibit "A"** attached hereto as a part hereof (the "Property").
- C. The purpose of this Agreement to outline certain agreements regarding the oversight of the development and construction of marina improvements on the Property (the "Project").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **ARTICLE 1**

#### **DEVELOPMENT AND CONSTRUCTION**

- 1.1 Scope of Project: The Developer shall construct or cause the construction of the Marina Development Project ("Project") shall consist of: the installation of the road from the end of Water Street to the Marina and parking area; extension of water, sewer, fiber, and electric utilities to the Marina; construction of the gangway and appropriate appurtenances to the floating dock and common area of the dock. Work and costs to relocate the Marina from the existing location to the new location and any expansion of private docks shall not be a part of this project or Agreement. The road shall be constructed to a gravel road in accordance with the Street Standard, as provided in Exhibit "B". The gangway and public dock area shall be constructed per plans and specifications attached hereto as Exhibit "C".

- 1.2 Reimbursement of Agreed Project Costs: The Parties agree direct costs associated with the construction of the Project are eligible for reimbursement. Such cost shall include engineering, permits, materials, labor, management, and oversight of the Project. The Grantors shall reimburse such eligible costs up to a maximum of \$1,252,169.00. Developer shall submit request for payment along with supporting paid invoices upon completion of the Project. The Grantors shall review the request and supporting documentation for processing of reimbursement.

In the event the Grantors are unable to pay any or all of the eligible reimbursement the Parties agree a Funding Eligibility Agreement ("FEA") shall be entered into for the outstanding balance owed the Developer. The FEA shall include any outstanding balance along with a provision to include interest, such interest shall be set at the same interest rate the Developer is paying on any borrowed funds. If the Developer has not borrowed funds related to this Project then the interest rate shall be set at the Prime Rate, most recently updated when request for reimbursement was submitted, plus 1.5%.

Principal amounts of eligible direct costs reimbursed under this Section shall be applied to the following Project Cost categories under the Carlton Landing Economic Development Project Plan:

Assistance in Development Financing

Public Amenities—	<u>\$1,252,169.00</u>
-------------------	-----------------------

- 1.3 Oversight of Construction. Developer shall oversee contractors hired to build the Project. In that regard, Developer shall oversee and coordinate construction per contracts entered into by and between Developer and shall endeavor to mitigate against any undue delays, increased costs and defects and deficiencies in the construction of the Project.
- 1.4 Construction Payment. Developer shall be responsible for and pay construction costs, including, but not limited to, labor, materials, supplies, insurance and any applicable taxes for the Project, subject to reimbursement by Grantors per the provisions of 1.1 above.
- 1.5 Conveyance or Dedication Upon Completion. Upon completion of the Project, Developer shall convey or dedicate the following components of Project to the following entities:
- The road from the end of Water Street to the Marina and parking area, **is within the Master Lease DACW56-1-15-268 area, shall be the responsibility of the Town upon completion and acceptance of the road improvement.**
  - The fixed dock walkway which connects the ground parking area to the point identified in Exhibit C.
  - Water and sewer utilities shall be conveyed and dedicated to the Pittsburg County Rural Water & Sewer District 20 by appropriate deed or instrument.

- d. The floating dock and appropriate appurtenances not conveyed to the Town under paragraph “b” above shall be conveyed to Carlton Landing Enterprises LLC, by appropriate deed or instrument, in its role as the Concessionaire contracted by the Town to operate the Marina business in accordance with the Use Plan of Lease DACW56-1-15-268 between the Town and the United States Army Corps of Engineers.

## **ARTICLE 2**

### **GENERAL PROVISIONS**

- 2.1 Audit. To the extent applicable to this Project, Developer shall furnish all information and reports required by governmental authorities to determine Developer or any contractors’ compliance with any applicable laws. Developer shall permit access to its Project books and records to satisfy the audit requirements of any governmental authority during regular business hours.
- 2.2 Materiality. To “materially” breach this Agreement, either of the Parties must fail to conform to commercially reasonable standards.
- 2.3 Authorization. Representatives executing this Agreement warrant that each has authority to bind the respective parties to this Agreement. The Developer **shall represent any contracted vendors, subcontractors and or hired individuals.**
- 2.4 Notices. All notices under this Agreement may be in writing and shall be deemed to have been duly given when delivered in person or mailed by first class, certified mail, postage prepaid, or by overnight commercial delivery services with written tracking, or by email with verification and addressed to the respective parties at the addresses shown below or to such other addresses as any party, by written notice to the others, may from time to time designate:

Grantors:           The Town of Carlton Landing AND  
Carlton Landing Economic Development Trust  
Attn: Greg Buckley, Town Administrator  
44 Water Street  
Carlton Landing, Oklahoma 74432  
admin@townofcarltonlanding.net

Developer:         Humphreys Partners 2009, LLC  
Attn: Grant Humphreys  
17 NW 6<sup>th</sup> Street  
Oklahoma City, OK 73102  
grant@humphreyscapital.com

- 2.5 Assignment. This Agreement and the duties and benefits hereunder shall not be assigned by either party without the express prior written consent of the other;

however, this shall not prevent assignment of this Agreement by Developer to a wholly owned subsidiary or affiliate or to Carlton Landing Enterprises, LLC without consent of Grantors. Any such assignee shall step into the shoes of the Developer and shall have the rights and duties of Developer provided for herein. In the event the Developer assigns this Agreement to a wholly owned subsidiary or affiliate or to Carlton Landing Enterprises, LLC the Developer shall provide written notice to the Grantors thirty (30) days prior to such assignment.

- 2.6 Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma and any applicable federal laws. If any portion of this Agreement is found to violate applicable law, then such portion will be severed and the balance of the Agreement will remain valid and in full force and effect.
- 2.7 Binding Effect. This Agreement will be binding on and inure to the benefit of the parties, and their successors and permitted assignees.
- 2.8 Multiple Counterparts/Execution. This Agreement may be executed in multiple counterparts which, when taken together shall constitute one and the same agreement; and may be executed and delivered electronically.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the \_\_\_\_ day of May, 2021:

GRANTORS:

The Town of Carlton Landing, Oklahoma

Carlton Landing Development Trust

By: \_\_\_\_\_ (Signature)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Print Name)

Mayor

Chair

DEVELOPER:

Humphreys Partners 2009, LLC

By: The Humphreys Company, LLC, Manager

By: \_\_\_\_\_ (Signature)

Grant Humphreys

Managing Member

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

LEGAL DESCRIPTION  
"LEASED PREMISES"

U.S. ARMY CORPS OF ENGINEERS  
TULSA DISTRICT



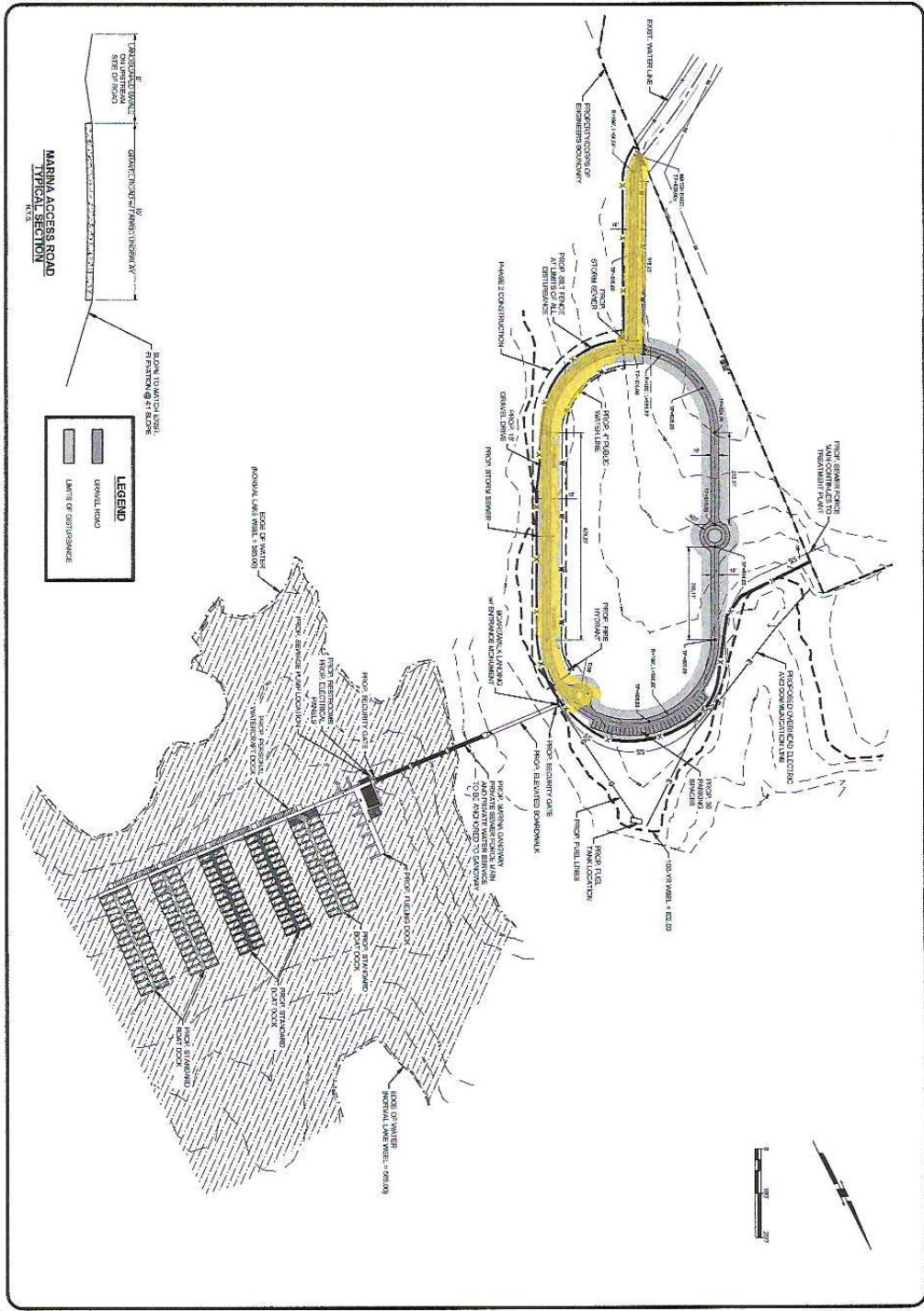
ROUNDTREE LANDING

Area contains 420 acres of which 297 acres are land and 123 acres are water, located in Sections 5 and 6, T8N, R17E and Sections 31 and 32, T9N, R17E, Pittsburg County, Oklahoma

GRANTEE NAME: Town of Carlton Landing

CONTRACT NO.: DACW56-1-15-268

PROJECT: Eufaula Lake



**EXHIBIT B**

**CARLTON LANDING MARINA**  
LAKE EUFAULA, PITTSBURG COUNTY, OKLAHOMA

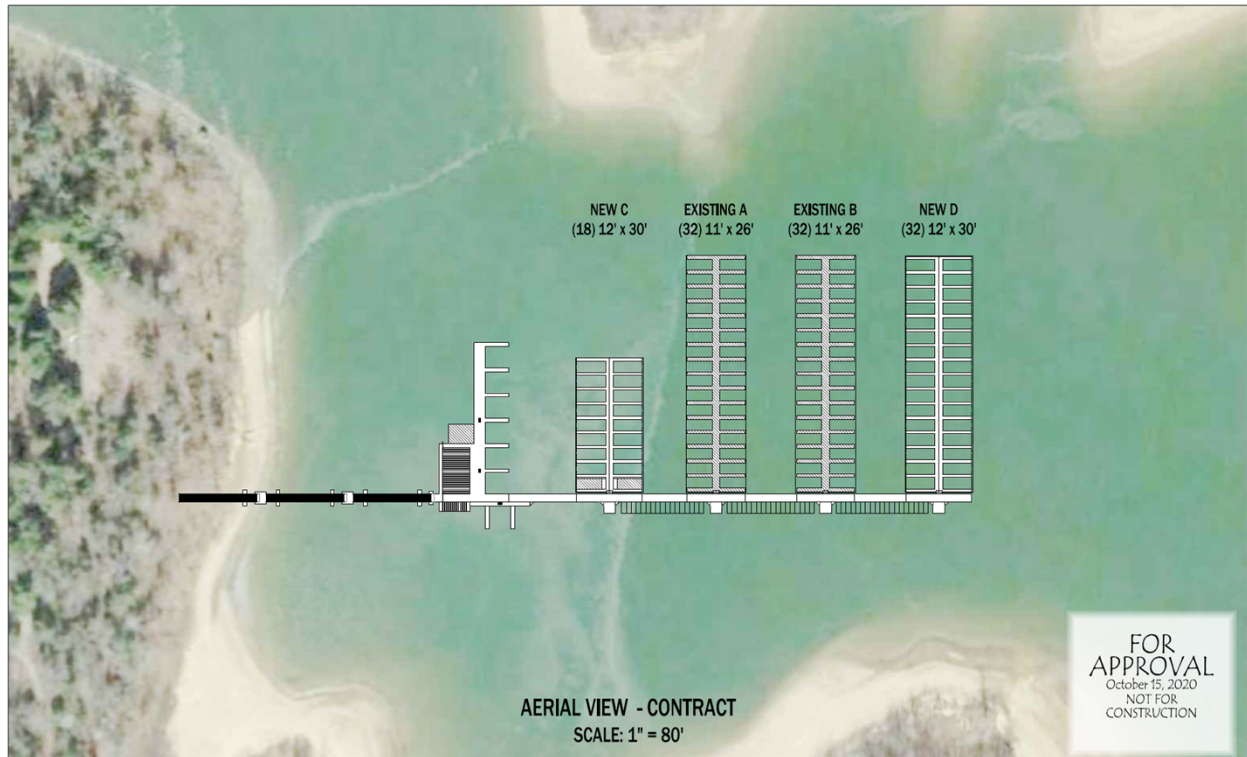
Johnson & Associates, Inc.  
11 E. Broadway Ave., Suite 200  
Oklahoma City, OK 73104  
405.233.4343

REVISIONS		
NO.	DESCRIPTION	DATE





# EXHIBIT "C"

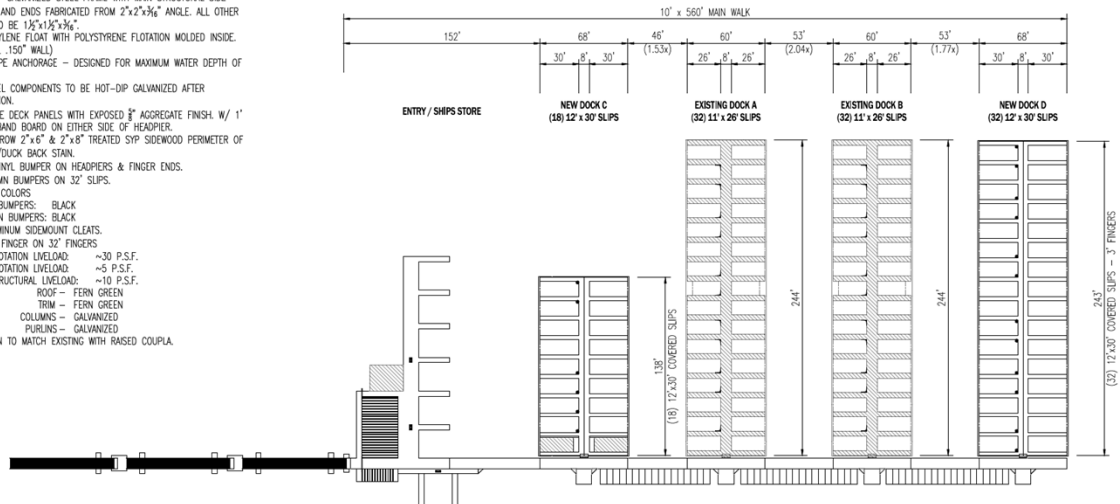


FOR  
APPROVAL  
October 15, 2020  
NOT FOR  
CONSTRUCTION

NO.	REVISION DESCRIPTION	BY	DATE	NOTES	DRAWN BY: RTL	FILE NAME: 7711M-SITE	CHECKED BY:	JOB #	PLAN # 7711M	DATE: 10/15/20	SHEET CONTRACT	CARLTON LANDING MASTER PLAN MARINA CARLTON LANDING, OK

## NOTES:

1. 12" DEEP GALVANIZED STEEL FRAME WITH MAIN STRUCTURAL SIDE CHORDS AND ENDS FABRICATED FROM 2"x2"x $\frac{3}{16}$ " ANGLE. ALL OTHER ANGLE TO BE 1 $\frac{1}{2}$ "x1 $\frac{1}{2}$ "x $\frac{3}{16}$ ".
2. POLYETHYLENE FLOAT WITH POLYSTYRENE FLOTATION MOLDED INSIDE. (NOMINAL 150" WALL)
3. TELESCOPE ANCHORAGE - DESIGNED FOR MAXIMUM WATER DEPTH OF 32'-0".
4. ALL STEEL COMPONENTS TO BE HOT-DIP GALVANIZED AFTER FABRICATION.
5. CONCRETE DECK PANELS WITH EXPOSED #2 AGGREGATE FINISH. W/ 1" OF IPE BAND BOARD ON EITHER SIDE OF HEADPIER.
6. DOUBLE ROW 2"x6" & 2"x8" TREATED SYP SIDEWOOD PERIMETER OF DOCK W/DUCK BACK STAIN.
7. #5001 VINYL BUMPER ON HEADPIERS & FINGER ENDS.  
3" COLUMN BUMPER ON 32' SLIPS.  
BUMPER COLORS  
VINYL BUMPER: BLACK  
COLUMN BUMPER: BLACK
8. 10" ALUMINUM SIDEMOUNT CLEATS.  
(4) PER FINGER ON 32' FINGERS
9. DECK FLOTATION LVL: ~30 P.S.F.
10. ROOF FLOTATION LVL: ~5 P.S.F.
- ROOF STRUCTURAL LVL: ~10 P.S.F.
- COLORS:  
ROOF - FERN GREEN  
TRIM - FERN GREEN  
COLUMNS - GALVANIZED  
PURLINS - GALVANIZED
- ROOF DESIGN TO MATCH EXISTING WITH RAISED COUPLA.



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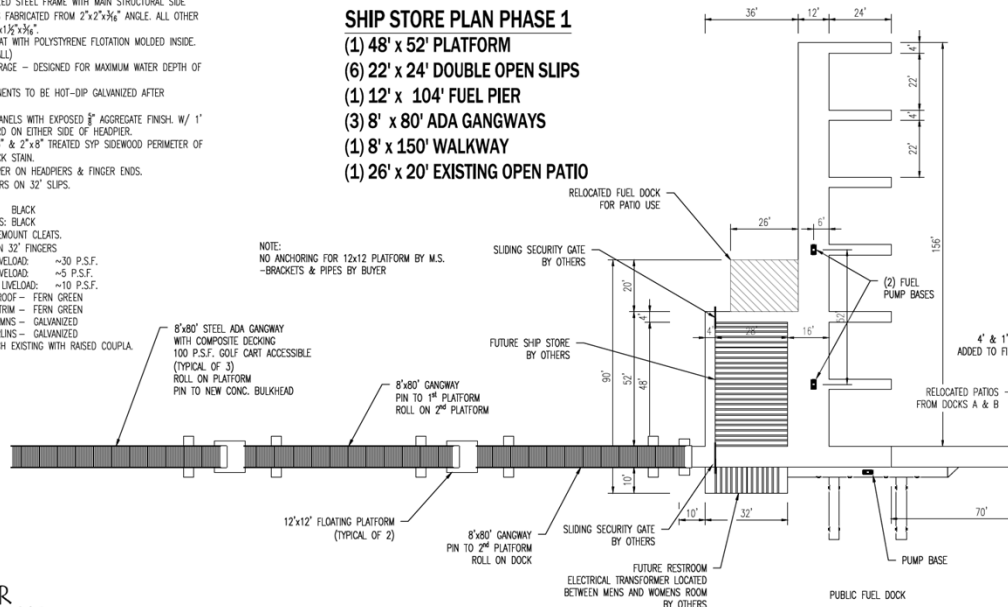
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# NOTES:

- 12" DEEP GALVANIZED STEEL FRAME WITH MAIN STRUCTURAL SIDE CHORDS AND ENDS FABRICATED FROM 2"x2"x3/16" ANGLE. ALL OTHER ANGLE TO BE 1 1/2"x1 1/2"x3/16".
  - POLYETHYLENE FLOAT WITH POLYSTYRENE FLOTATION MOLDED INSIDE. (NOMINAL .150" WALL)
  - TELESCOPE ANCHORAGE - DESIGNED FOR MAXIMUM WATER DEPTH OF 32'-0".
  - ALL STEEL COMPONENTS TO BE HOT-DIP GALVANIZED AFTER FABRICATION.
  - CONCRETE DECK PANELS WITH EXPOSED 3/4" AGGREGATE FINISH. W/ 1" OF IPE BAND BOARD ON EITHER SIDE OF HEADPIER.
  - DOUBLE ROW 2"x6" & 2"x8" TREATED SYP SIDWOOD PERIMETER OF DOCK W/DUCK BACK STAIN.
  - #5001 VINYL BUMPER ON HEADPIERS & FINGER ENDS. 3" COLUMN BUMPERS ON 32' SLIPS.
- BUMPER COLORS:  
VINYL BUMPERS: BLACK  
COLUMN BUMPERS: BLACK
- 10" ALUMINUM SIDEMOUNT CLEATS.  
(4) PER FINGER ON 32' FINGERS
  - DECK FLOTATION UNLOAD: ~30 P.S.F.
  - ROOF FLOTATION UNLOAD: ~5 P.S.F.
  - ROOF STRUCTURAL UNLOAD: ~10 P.S.F.
- COLORS:  
ROOF - FERN GREEN  
TRIM - FERN GREEN  
COLUMNS - GALVANIZED  
PURLINS - GALVANIZED
- ROOF DESIGN TO MATCH EXISTING WITH RAISED COUPLA.

## SHIP STORE PLAN PHASE 1

- 48' x 52' PLATFORM
- 22' x 24' DOUBLE OPEN SLIPS
- 12' x 104' FUEL PIER
- 8' x 80' ADA GANGWAYS
- 8' x 150' WALKWAY
- 26' x 20' EXISTING OPEN PATIO

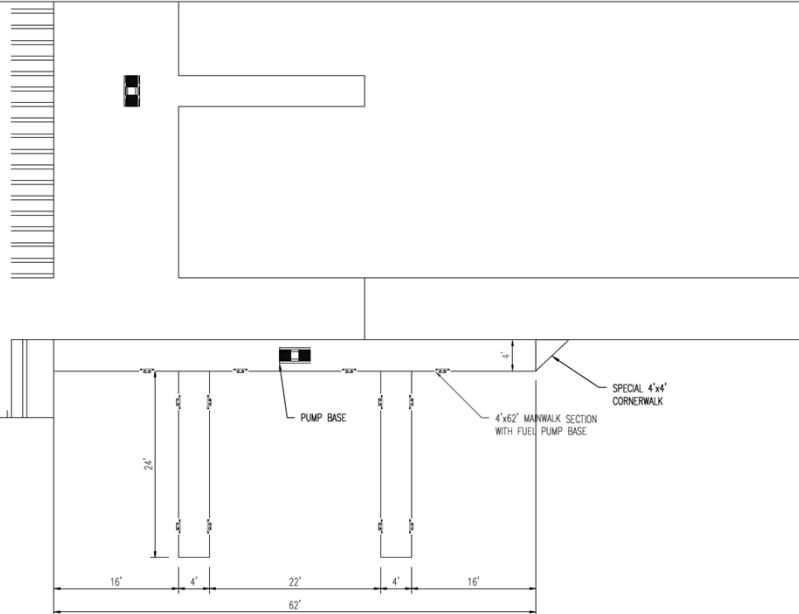


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October 15, 2020  
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# NOTES:

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  - DECK FLOTATION UNLOAD: ~30 P.S.F.
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  - ROOF STRUCTURAL UNLOAD: ~10 P.S.F.
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ROOF - FERN GREEN  
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PURLINS - GALVANIZED
- ROOF DESIGN TO MATCH EXISTING WITH RAISED COUPLA.

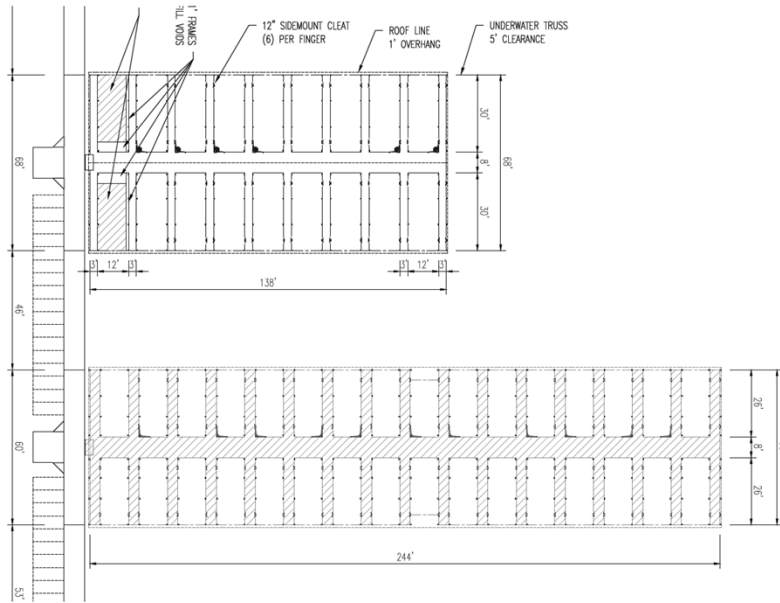


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## PUBLIC ACCESS FUEL DOCK

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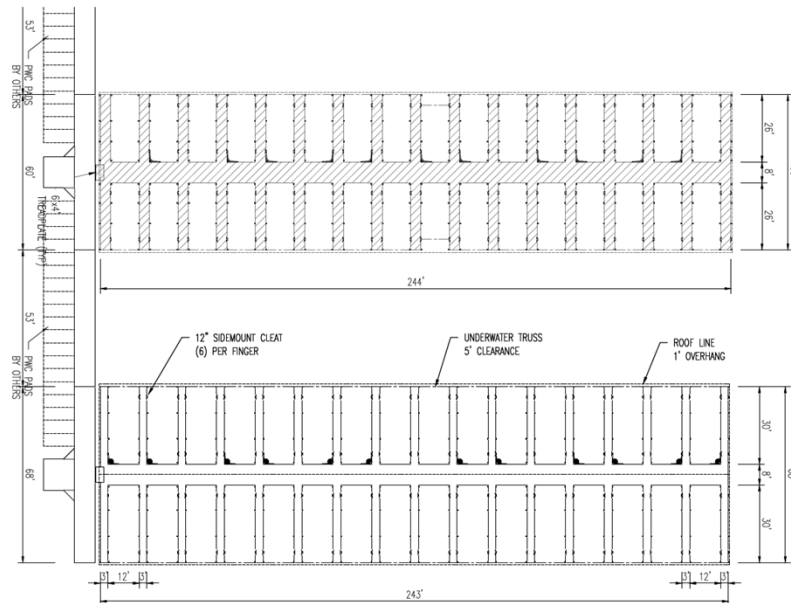
FOR  
APPROVAL  
October 15, 2020  
NOT FOR  
CONSTRUCTION



**NEW C DOCK & RELOCATED DOCK A**  
(18) 12' x 30' SLIPS  
(32) 11' x 26 COVERED SLIPS (EXISTING)  
(1) 8' x 174' WALKWAY

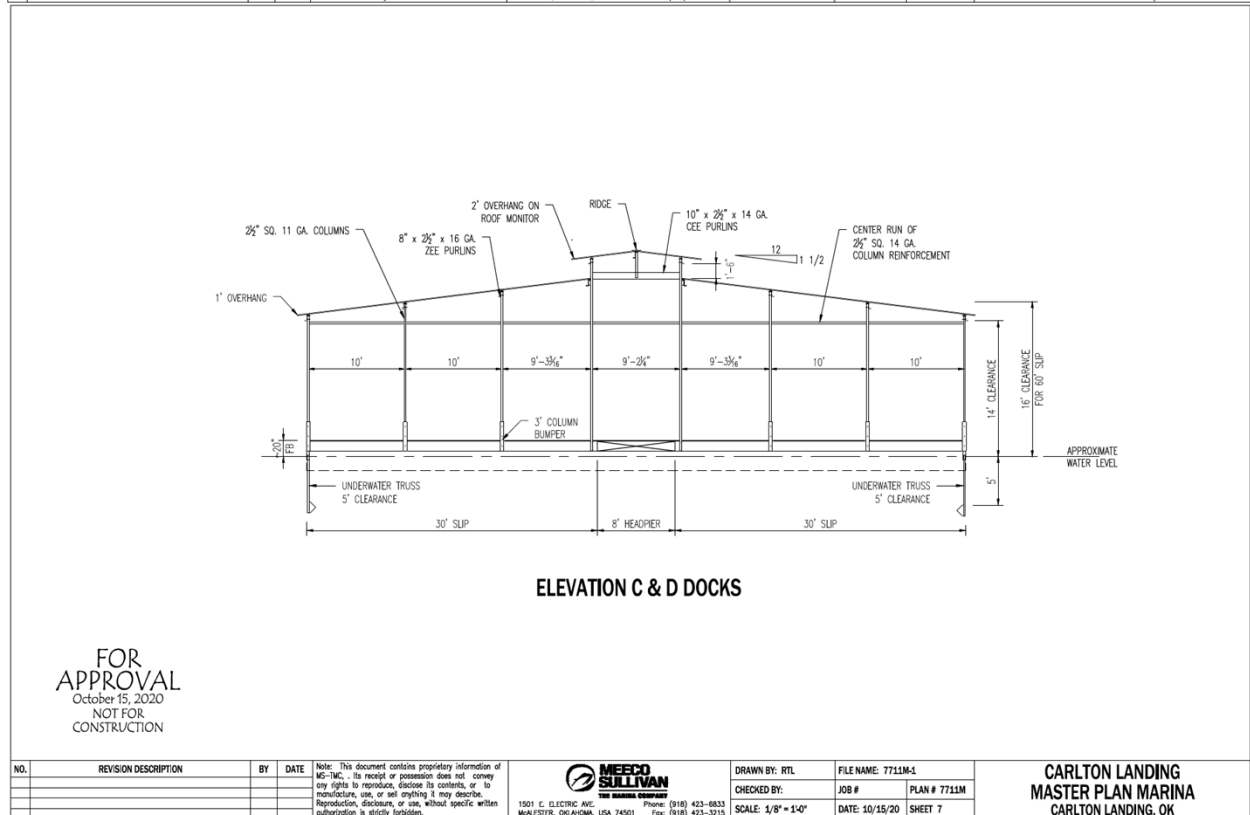
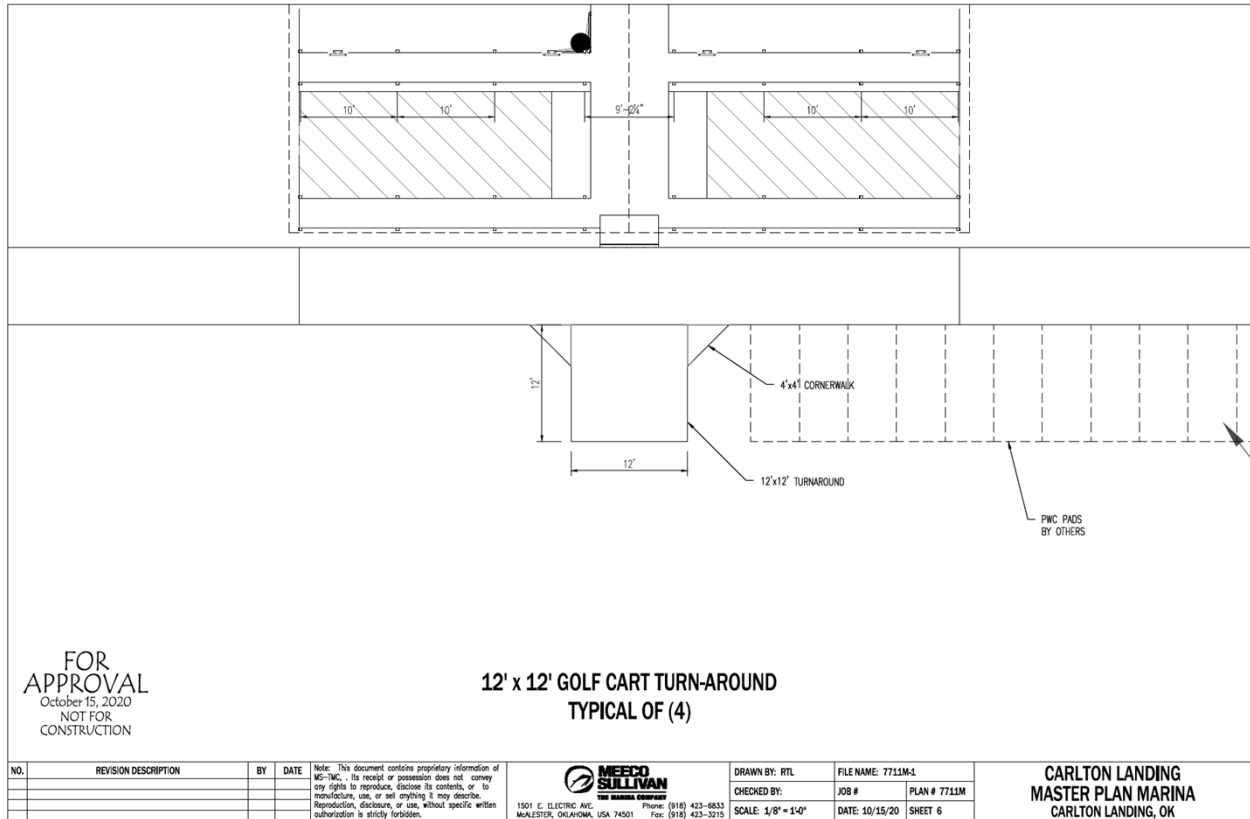
NO.	REVISION DESCRIPTION	BY	DATE	NOTE: This document contains proprietary information of M&T-MC. Its receipt or possession does not convey any rights to reproduce, disclose its contents, or to manufacture, use, or sell anything it may describe. Reproduction, disclosure, or use, without specific written authorization is strictly forbidden.	MEECO SULLIVAN THE MARINA COMPANY 1501 E. ELECTRIC AVE. Phone: (918) 423-6833 MALESTER, OKLAHOMA, USA 74501 Fax: (918) 423-3215	DRAWN BY: RTL CHECKED BY: SCALE: #####	FILE NAME: 7711M-1 JOB # DATE: 10/15/20	PLAN # 7711M SHEET 4	CARLTON LANDING MASTER PLAN MARINA CARLTON LANDING, OK
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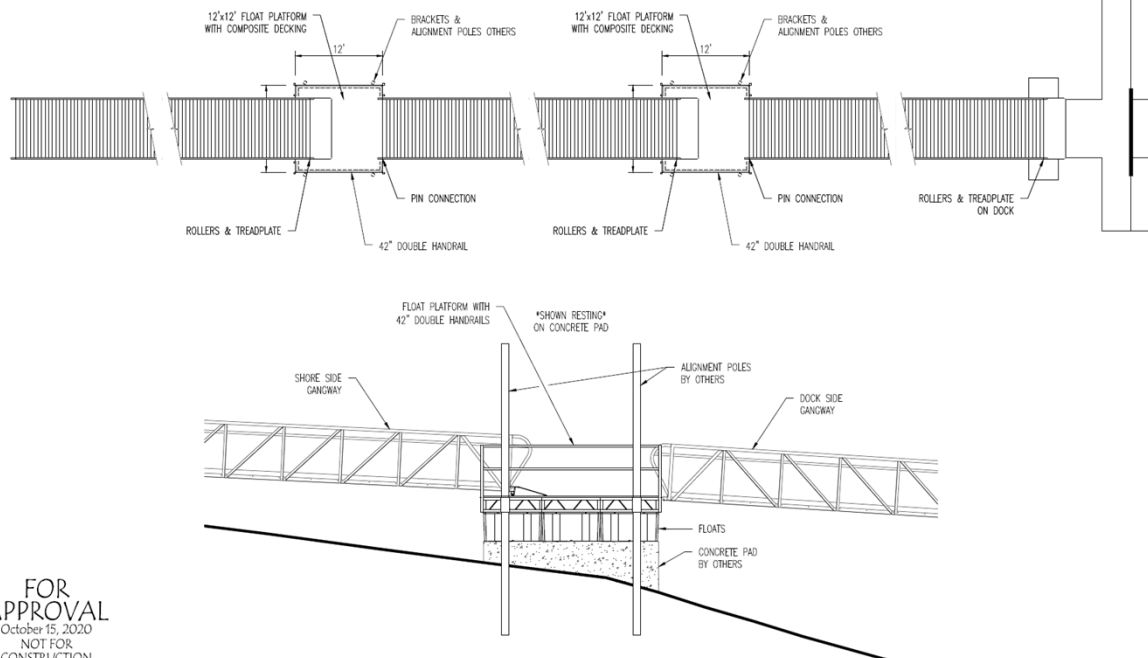
FOR  
APPROVAL  
October 15, 2020  
NOT FOR  
CONSTRUCTION



**RELOCATED DOCK B & NEW DOCK D**  
(32) 11' x 26 COVERED SLIPS (EXISTING)  
(32) 12' x 30' COVERED SLIPS (NEW)  
(1) 8' x 234' WALKWAY

NO.	REVISION DESCRIPTION	BY	DATE	NOTE: This document contains proprietary information of M&T-MC. Its receipt or possession does not convey any rights to reproduce, disclose its contents, or to manufacture, use, or sell anything it may describe. Reproduction, disclosure, or use, without specific written authorization is strictly forbidden.	MEECO SULLIVAN THE MARINA COMPANY 1501 E. ELECTRIC AVE. Phone: (918) 423-6833 MALESTER, OKLAHOMA, USA 74501 Fax: (918) 423-3215	DRAWN BY: RTL CHECKED BY: SCALE: #####	FILE NAME: 7711M-1 JOB # DATE: 10/15/20	PLAN # 7711M SHEET 5	CARLTON LANDING MASTER PLAN MARINA CARLTON LANDING, OK
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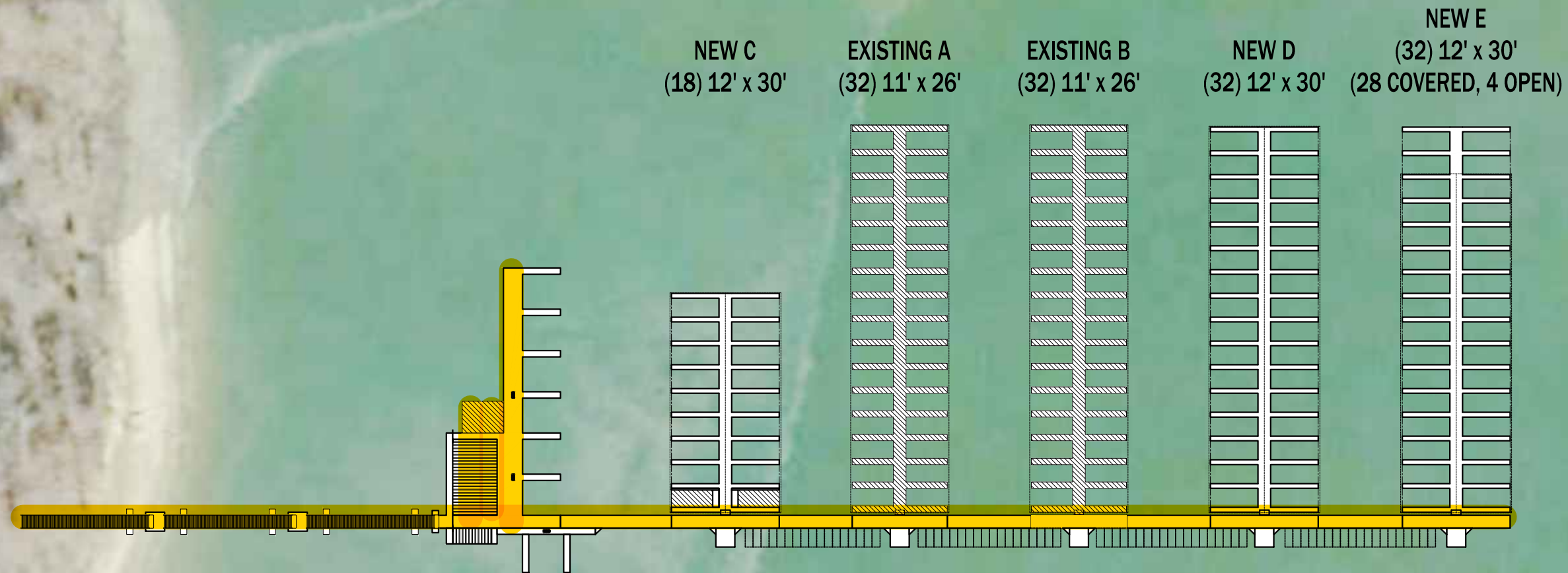




FOR  
APPROVAL  
October 15, 2020  
NOT FOR  
CONSTRUCTION

### GANGWAYS / PLATFORMS DETAILS

NO.	REVISION DESCRIPTION	BY	DATE	<p><small>Note: This document contains proprietary information of MS-TMC. Its receipt or possession does not convey any rights to reproduce, disclose its contents, or to manufacture, use, or sell anything it may describe. Reproduction, disclosure, or use, without specific written authorization is strictly forbidden.</small></p>  <p><small>1501 E. ELECTRIC AVE. Phone: (918) 423-8833 MAULESTER, OKLAHOMA, USA 74501 Fax: (918) 423-3215</small></p>	DRAWN BY: RTL	FILE NAME: 7711M-2	<p><b>CARLTON LANDING MASTER PLAN MARINA CARLTON LANDING, OK</b></p>	
					CHECKED BY:	JOB #		
					SCALE: 3/32" = 1'-0"	DATE: 10/15/20		
							PLAN # 7711M	
							SHEET 8	



**AERIAL VIEW - PERMITTING DRAWING**  
**SCALE: 1" = 80'**

**FOR  
APPROVAL**  
April 19, 2021  
NOT FOR  
CONSTRUCTION

NO.	REVISION DESCRIPTION	BY	DATE	<p>Note: This document contains proprietary information of MS-TMC, . Its receipt or possession does not convey any rights to reproduce, disclose its contents, or to manufacture, use, or sell anything it may describe. Reproduction, disclosure, or use, without specific written authorization is strictly forbidden.</p> <div><div><b>MEECO SULLIVAN</b> THE MARINA COMPANY</div><div>1501 E. ELECTRIC AVE. McALESTER, OKLAHOMA, USA 74501</div><div>Phone: (918) 423-6833 Fax: (918) 423-3215</div></div>	DRAWN BY: RTL		FILE NAME: 7711M-SITE		<div><b>CARLTON LANDING MASTER PLAN MARINA</b> CARLTON LANDING, OK</div>
					CHECKED BY:	JOB #	PLAN # 7711M		
					SCALE: 1"=80'-0"	DATE: 4/19/21	SHEET PERMIT		

**2021/22 TIF Revenue Note - TIF COMMITTEE RECOMMENDATION**

**DRAFT**

<b>TIF Balances (8-30-20)</b>		Commitments	<u>Mail Boxes</u>	<u>Pavilion</u>	<u>Ally Phase 1A</u>	<u>Avail. Balance</u>
2018	\$	497,159.99	\$ 9,103.80	\$ 160,000.00	\$ 180,000.00	\$ 148,056.19
2018B	\$	1,170.98				\$ 1,170.98
2019	\$	417,305.84				\$ 417,305.84

Proposed TIF			Issuance Cost			
2020	\$	636,000.00	\$ 50,880.00			\$ 585,120.00
Total Avail Funds						\$ 1,151,653.01

<u>Projects</u>	<u>Projected Budget</u>	Previous TIF	<u>2020 TIF</u>	<u>Approved</u>	<u>Priority</u>	<u>2021 TIF</u>	<u>2022 TIF</u>	<u>Total</u>
			\$ 1,151,653.01	\$ 1,151,653.01		\$ 1,191,424.55	\$ 1,341,561.06	\$ 3,684,638.62
Pavilion	\$ 500,000.00	\$ 160,000.00	\$ 340,000.00	\$ 340,000.00	2			\$ 500,000.00
Community Center	\$ 900,000.00		\$ 400,000.00	\$ 350,000.00	3	\$ 550,000.00		\$ 900,000.00
Marina	\$ 950,000.00					\$ 250,000.00	\$ 250,000.00	\$ 500,000.00
Stephens Road	\$ 756,000.00					\$ 250,000.00	\$ 500,000.00	\$ 750,000.00
Alley Improvement Phase 1A/B,2	\$ 213,000.00		\$ 213,000.00	\$ 213,000.00	1			\$ 213,000.00
Alley Improvement Phase 3	\$ 138,029.39					\$ 138,100.00		\$ 138,100.00
Alley Improvement Phase 4	\$ 111,225.26						\$ 111,500.00	\$ 111,500.00
Ridgeline Road Path/Trail	\$ 125,000.00		\$ 125,000.00	\$ 125,000.00	4			\$ 125,000.00
Parking Lot 10 - Trees	\$ 10,000.00		\$ 10,000.00	\$ 20,000.00	6			\$ 20,000.00
Camping Sites - Business Incentive				\$ 75,000.00	5			\$ 75,000.00
Expand Nature Center Playground	\$ 10,000.00		\$ 10,000.00	\$ 10,000.00	8			\$ 10,000.00
Trail Development/Expansion	\$ 25,000.00		\$ 25,000.00					\$ -
Future Project Plan/Costs				\$ 18,653.01	7			\$ 18,653.01
Developer Reimbursement	\$ 1,000,000.00					\$ -	\$ 500,000.00	\$ 500,000.00
Total	\$ 4,738,254.65		\$ 1,123,000.00	\$ 1,151,653.01		\$ 1,188,100.00	\$ 1,361,500.00	\$ 3,701,253.01
Unallocate/Contingency			\$ 28,653.01	\$ -		\$ 3,324.55	\$ (19,938.94)	\$ (16,614.39)





May 10, 2021

Mayor Jo Anne Chinnici  
Town of Carlton Landing  
29 Water Street  
Carlton Landing, OK 74432

Re: Town of Carlton Landing, Oklahoma ó Existing Marina Relocation

Dear Mayor Chinnici:

We are pleased to provide the following quotation per Meeco Sullivan, LLC Plan # 7711M

**Description of Design**

**Item #1 – Approach gangway and landing**

- (3) 8' x 80' ADA gangways**
- (2) 12' x 12' floating platforms**

**Item #2 – Courtesy Dock/Ship Store**

- (6) 22' x 24' open slips**
- (1) 36' x 52' platform**
- (1) 10' x 32' restroom platform**

**Item #3 – Connecting walkway**

**8' x 680' connecting walkway**

**Item #4 – Courtesy Dock at Existing Site**

**Add (4) 4' x 24' open fingers to existing dock**

**Item #5 – Golf Cart Turnarounds**

- (5) 12' x 12' floating platforms**

**\*Docks shipped fully assembled in largest possible shipping units for easy field installation**

**Description of Materials**

**Galvanized Steel Frames** - manufactured by Meeco Sullivan, LLC

12" Deep galvanized steel frame - proven, strong, low maintenance

Unique box truss frame design - creates 100% full load transfer

Main structural frame members shall be a minimum of 2" x 2" x 3/16" angle - superior system performance.

Bolted connection in horizontal plane - added strength for vertical/wave movement

**Underwater Truss System**

Triangle truss made with 1.5" x 1.5" x 3/16" angle size and 2" x 2" x 3/16" minimum underwater column angle size. All underwater connections to be double nutted with Grade 5 bolts

Underwater bracing - 4' 6" clearance

**Polyethylene Floats**

Shell: Roto-molded polyethylene, resistant to marine life and petroleum

Core: Expanded polystyrene block is molded inside the shell.

Shell thickness shall be .150 inches ARM STD +/-20%.

Firmly bolted to the frame

**Concrete Decking**

Exposed rock aggregate finish - attractive 5/8" rock

Internal reinforcement - added strength, added safety

28 Day strength of 4000 PSI - exceeds industry standards

2' x 3' & 2' x 2' x 1-1/2" thick removable panels - ready access to utilities

Decking shall be installed with 1/8" x 1/2" tape caulking between the support member and concrete panel.

After installation the height variation between panels shall not exceed 0.25" in accordance to Federal Register Vol. 56, No. 144 figure 7.

**Ipe Decking ó outer 12" on each side of headpier only**

Deluxe hardwood 5/4" x 6" - natural resistance to decay eliminates the need for treatment, long lasting and low maintenance.

Attached to frame on 2' maximum spans

**Bumpering/Fendering**

Double row 2" x 6" and 2" x 8" treated Southern Yellow Pine sidewood with duck back stain on perimeter

Black #5001 vinyl bumper on headpier and finger ends attached with stainless steel staples

Black 3' column bumpers on 32' slips

**Mooring Devices**

10" aluminum side mount cleats

**Telescope Anchor System**

Maximum water depth of 32'

Galvanized telescope frame, Galvanized anchor pipes

**Super Span Roofing System** - manufactured by Meeco Sullivan, LLC

Heavy-duty roof panels with 6" corrugation - extra strong, carries more snowload

Galvanized purlins and columns - long life, low maintenance

SuperSpan 26-gauge roof sheets are 80,000 pound yield

Grade E with corrugations on 6" centers for superior strength

Columns are 2 1/2" x 11 gauge galvanized steel

Roof pitch = 1-1/2:12

**Gangway**

8' x 80' galvanized steel ADA gangways with composite decking

**Warranties**

Two Year Manufacturer's Material Limited Warranty

Five Year Manufacturer's Concrete Decking Material Limited Warranty

Ten Year Manufacturer's Flotation Limited Warranty

Ten Year Manufacturer's Limited Warranty on Super Span Roofing Paint

**\*Due to the volatility of freight prices at this time, we reserve the right to revise freight costs at the time of shipment.**

**Value**

Total, including materials, freight, offloading and installation

<b>Item #1</b>	<b>\$153,269</b>
<b>Item #2</b>	<b>\$180,587</b>
<b>Item #3</b>	<b>\$190,746</b>
<b>Item #4</b>	<b>\$53,174</b>
<b>Item #5</b>	<b>\$39,937</b>
<b>Total</b>	<b>\$617,713</b>

**Items Not Included**

Engineer stamped plans, all applicable tax, utilities, permits, or fees

***This quote remains valid for a period of 60 days. An agreed upon completion date for the project will be set at the time this quote is turned into an Executed Sales and Service Agreement with deposit.***

Please call if I may be of further assistance.

Sincerely,

Steve Shoup  
(918) 424-9804  
South Central Regional Sales Manager  
Meeco Sullivan, LLC

Item No. \_\_\_\_\_

Date: May 15, 2021

## **AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consider and discuss possibly renewing, amending, revising, or denying a Financial Services Agreement with Renee Norman and, if necessary, provide direction to Staff, or take any other appropriate action.

**INITIATOR:** Joanne Chinnici, Mayor

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

**BACKGROUND:**

.

**FUNDING:** None

**EXHIBITS:** Financial Services Agreement

**RECOMMENDED ACTION:** Provide direction to Staff, if necessary.

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

July 20, 2020-June 30, 2021

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

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

Therefore, the parties agree as follows:

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

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

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



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

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

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

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

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

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

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

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

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

Signed on this 20th day of June, 2020

Renee Norman  
Renee Norman

Joanne Chinnici  
Joanne Chinnici, Mayor TOCL

Attest:

Jan Summers  
Jan Summers, Clerk-Treasurer TOCL



**Exhibit A:**

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

**Scope of Services**

Ensure fiscal responsibility through modern accounting and financial reporting practices

**Responsibilities**

Responsibilities, subject to the supervision and authority of the Board of Trustees, the Town Treasurer, and the Town Administrator shall include, but not be limited to:

1. Preparation of a proposed annual budget to be presented at the annual Public Meeting on the Budget and to the Town Trustees and update as requested by the Town Trustees, the Town Treasurer, and/or the Town Administrator
2. Tracking and preparation of reports regarding transactions involving the Town's accounts and funds including the Monthly Tax Revenue Report and Budget Report as requested by the Town Treasurer
3. Preparation of Purchase Orders and Warrants for approval by the Town Board of Trustees.
4. Payment of Invoices
5. Maintenance of appropriation ledgers, with tracking of fund encumbrances.
6. Preparation of purchase orders and warrants for approval by the Town Board of Trustees.
7. Hiring of parties as required by law to examine the Town's financial records subject to Town Approval.
8. Cooperation and assistance to parties engaged to examine the Town's financial records including audit firms.
9. Preparation of financial statements and reports as requested by the Board of Trustees, or the Town Treasurer, and/or the Town Administrator.



# General Fund

## Statement of Revenue and Expenditures

Acct		Current	Year-To-Date		Annual Budget	Jul 2020
		Period	Jul 2020	Annual Budget	Jul 2020	Jun 2021
		Apr 2021	Apr 2021	Jul 2020	Jun 2021	Percent of
		Apr 2021	Actual	Jun 2021	Variance	Budget
Revenue & Expenditures						
Revenue						
Non-Departmental Revenues						
3999	Fund Balance Carryover	0.00	0.00	77,917.47	77,917.47	0.0%
4000	Sales Tax	11,724.44	131,641.31	80,000.00	(51,641.31)	164.6%
4005	Use Tax	921.44	6,136.18	7,200.00	1,063.82	85.2%
4010	Utility Tax	0.00	16,252.39	8,000.00	(8,252.39)	203.2%
4011	Lodging Tax	408.92	14,506.06	5,000.00	(9,506.06)	290.1%
4015	Pittsburgh County Sinking Fund	5,319.53	58,261.00	58,790.00	529.00	99.1%
4100	Building Permits/Inspection Fe	4,328.67	28,522.67	15,000.00	(13,522.67)	190.2%
4105	Business License and Permits	0.00	16.00	200.00	184.00	8.0%
9002	Transfer IN from TIF	0.00	71,030.44	111,458.30	40,427.86	63.7%
Non-Departmental Revenues Totals		\$22,703.00	\$326,366.05	\$363,565.77	\$37,199.72	
Unallocated						
9002	Transfer IN from TIF	0.00	0.00	6,093.75	6,093.75	0.0%
Unallocated Totals		\$0.00	\$0.00	\$6,093.75	\$6,093.75	
Revenue		\$22,703.00	\$326,366.05	\$369,659.52	\$43,293.47	
Gross Profit		\$22,703.00	\$326,366.05	\$369,659.52	\$0.00	
Expenses						
Administration						
5000	Salaries	9,946.14	73,438.36	87,924.00	14,485.64	83.5%
5001	Stipend	0.00	750.00	0.00	(750.00)	0.0%
5010	Social Security	785.71	5,923.77	6,726.19	802.42	88.1%
5015	Unemployment Tax	31.33	545.42	1,758.48	1,213.06	31.0%
5020	Employer Paid Insurance	1,424.12	14,241.20	17,205.00	2,963.80	82.8%
5025	Employer Retirement Contributi	1,027.10	7,618.68	8,792.40	1,173.72	86.7%
5030	Vehicle/Cell Allowance	324.85	3,248.50	3,600.00	351.50	90.2%
5500	Office Supplies	0.00	99.00	600.00	501.00	16.5%
5510	Building Maintenance & Repairs	80.00	80.00	0.00	(80.00)	0.0%
6000	Utilities	216.00	3,724.52	7,825.00	4,100.48	47.6%
6005	Rent	0.00	7,300.49	9,000.00	1,699.51	81.1%
6035	Dues & Memberships	0.00	1,199.00	1,180.00	(19.00)	101.6%
6040	School,Training, Travel	0.00	324.00	4,000.00	3,676.00	8.1%
Administration Totals		\$13,835.25	\$118,492.94	\$148,611.07	\$30,118.13	
General Government						
5500	Office Supplies	149.70	1,335.72	1,500.00	164.28	89.0%
5520	Software Programs/ Services	1,584.90	6,364.35	6,372.70	8.35	99.9%
5530	Miscellaneous	77.01	634.27	600.00	(34.27)	105.7%
6010	Publication & Notice Expense	0.00	1,533.90	2,500.00	966.10	61.4%
6015	Insurance	1,165.00	1,253.08	1,800.00	546.92	69.6%
6020	Professional Services	7,318.00	49,747.00	40,000.00	(9,747.00)	124.4%
6030	Community Support Agreement	0.00	0.00	6,000.00	6,000.00	0.0%
6035	Dues & Memberships	0.00	620.00	1,079.00	459.00	57.5%
6040	School,Training, Travel	0.00	0.00	2,000.00	2,000.00	0.0%
6045	Road Maintenance	0.00	6,529.42	9,800.00	3,270.58	66.6%
6050	Website Expense	0.00	1,200.00	2,500.00	1,300.00	48.0%
7010	Projects	0.00	1,873.48	77,917.47	76,043.99	2.4%
8000	GO Bond Payments	0.00	600.00	58,790.00	58,190.00	1.0%
8500	Interest Expense	0.00	14,055.83	0.00	(14,055.83)	0.0%
General Government Totals		\$10,294.61	\$85,747.05	\$210,859.17	\$125,112.12	

# General Fund

## Statement of Revenue and Expenditures

Acct	Current	Year-To-Date	Annual Budget	Annual Budget	Jul 2020
	Period	Jul 2020	Annual Budget	Jul 2020	Jun 2021
	Apr 2021	Apr 2021	Jul 2020	Jun 2021	Percent of
	Actual	Actual	Jun 2021	Variance	Budget
Revenue & Expenditures					
	Expenses	\$24,129.86	\$204,239.99	\$359,470.24	\$155,230.25
	Revenue Less Expenditures	(\$1,426.86)	\$122,126.06	\$10,189.28	\$0.00
	Net Change in Fund Balance	(\$1,426.86)	\$122,126.06	\$10,189.28	\$0.00
Fund Balances					
	Beginning Fund Balance	283,344.01	159,791.09	0.00	0.00
	Net Change in Fund Balance	(1,426.86)	122,126.06	10,189.28	0.00
	Ending Fund Balance	281,917.15	281,917.15	0.00	0.00

General Ledger  
7/1/2020 to 4/30/2021

Transaction Date	Transaction Number	Name / Description	Debits	Credits
<b>4000 Sales Tax</b>				
7/9/2020	R-00014	Oklahoma Tax Commission		7,780.42
7/13/2020	R-00013	Oklahoma Tax Commission		70.38
8/10/2020	R-00016	Oklahoma Tax Commission		10,987.42
8/12/2020	R-00031	Oklahoma Tax Commission		74.30
9/9/2020	R-00023	Oklahoma Tax Commission		16,659.44
9/11/2020	R-00025	Oklahoma Tax Commission		102.19
10/9/2020	R-00044	Oklahoma Tax Commission		15,249.30
10/13/2020	R-00046	Oklahoma Tax Commission		160.54
11/9/2020	R-00052	Oklahoma Tax Commission		8,792.06
11/11/2020	R-00054	Oklahoma Tax Commission		147.52
12/10/2020	R-00048	Oklahoma Tax Commission		14,225.44
12/11/2020	R-00051	Oklahoma Tax Commission		91.36
1/8/2021	R-00062	Oklahoma Tax Commission		12,374.07
1/12/2021	R-00063	Oklahoma Tax Commission		144.13
2/8/2021	R-00070	Oklahoma Tax Commission		18,444.22
2/10/2021	R-00073	Oklahoma Tax Commission		93.81
3/8/2021	R-00084	Oklahoma Tax Commission		14,390.75
3/10/2021	R-00085	Oklahoma Tax Commission		129.52
4/9/2021	R-00094	Oklahoma Tax Commission		11,578.57
4/13/2021	R-00095	Oklahoma Tax Commission		145.87
Net Activity for: Sales Tax				<u>\$131,641.31</u>
Ending Balance				<u>\$131,641.31</u>
<b>4005 Use Tax</b>				
7/9/2020	R-00015	Oklahoma Tax Commission		714.83
8/10/2020	R-00017	Oklahoma Tax Commission		569.76
9/9/2020	R-00024	Oklahoma Tax Commission		313.48
10/9/2020	R-00045	Oklahoma Tax Commission		228.44
11/9/2020	R-00053	Oklahoma Tax Commission		424.74
12/9/2020	R-00050	Oklahoma Tax Commission		559.76
1/8/2021	R-00060	Oklahoma Tax Commission		579.16
2/8/2021	R-00072	Oklahoma Tax Commission		957.30
3/8/2021	R-00082	Oklahoma Tax Commission		867.27
4/9/2021	R-00096	Oklahoma Tax Commission		921.44
Net Activity for: Use Tax				<u>\$6,136.18</u>
Ending Balance				<u>\$6,136.18</u>
<b>4010 Utility Tax</b>				
7/17/2020	R-00019	Kiamichi Electric		1,892.04
10/9/2020	R-00047	Kiamichi Electric		2,515.80
1/29/2021	R-00069	Kiamichi Electric		1,848.12
Net Activity for: Utility Tax				<u>\$6,255.96</u>
Ending Balance				<u>\$6,255.96</u>
<b>4011 Lodging Tax</b>				
12/9/2020	R-00049	Oklahoma Tax Commission		5,753.09
1/8/2021	R-00061	Oklahoma Tax Commission		4,574.48
2/8/2021	R-00071	Oklahoma Tax Commission		1,912.94
3/8/2021	R-00083	Oklahoma Tax Commission		1,856.63
4/9/2021	R-00097	Oklahoma Tax Commission		408.92
Net Activity for: Lodging Tax				<u>\$14,506.06</u>
Ending Balance				<u>\$14,506.06</u>

5/12/2021  
5:47 PM

CLEDT, General Fund, Reserve Fund

Page 2 of 2

General Ledger

7/1/2020 to 4/30/2021

Transaction Date	Transaction Number	Name / Description	Debits	Credits
4100 Building Permits/Inspection Fe				
8/20/2020	R-00028	New Town Development		236.00
8/20/2020	R-00027	New Town Development		786.00
8/20/2020	R-00026	Scissortail Homes		786.00
9/4/2020	R-00039	New Town Development		786.00
9/4/2020	R-00038	Scissortail Homes		786.00
9/14/2020	R-00040	Scissortail Homes		236.00
9/15/2020	R-00041	Scissortail Homes		786.00
9/23/2020	R-00043	Anchor Homes		1,572.00
9/23/2020	R-00042	Scissortail Homes		456.00
11/9/2020	R-00055	New Town Development		1,572.00
11/10/2020	R-00056	Scissortail Homes		2,358.00
11/12/2020	R-00057	Born Again Restored LLC		786.00
11/25/2020	R-00058	Anchor Homes		786.00
12/8/2020	R-00065	Anchor Homes		3,144.00
12/8/2020	R-00064	New Town Development		1,808.00
12/14/2020	R-00066	New Town Development		786.00
1/14/2021	R-00076	Kerney Homes		786.00
1/14/2021	R-00075	Born Again Restored LLC		786.00
1/20/2021	R-00074	Born Again Restored LLC		236.00
2/9/2021	R-00078	Kerney Homes		786.00
2/26/2021	R-00081	Scissortail Homes		786.00
2/26/2021	R-00080	Scissortail Homes		786.00
2/26/2021	R-00079	Scissortail Homes		786.00
3/18/2021	R-00090	Scissortail Homes		786.00
3/22/2021	R-00091	Kerney Homes		786.00
4/1/2021	R-00098	Clay Chapman		694.94
4/5/2021	R-00099	Anchor Homes		2,084.82
4/16/2021	R-00100	Kerney Homes		762.91
4/26/2021	R-00101	Kerney Homes		786.00
Net Activity for: Building Permits/Inspection Fe				\$28,522.67
Ending Balance				\$28,522.67

Report Options

Period: 7/1/2020 to 4/30/2021

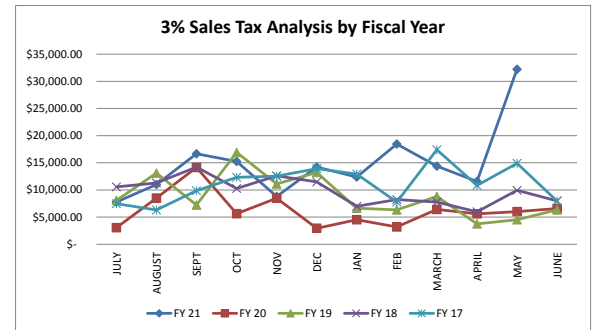
Account: Sales Tax, Utility Tax, Use Tax, Building Permits/Inspection Fe, Lodging Tax

Display Notation: No

Display Individual Items: No

**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>
<b><u>FY21</u></b>	\$ 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		\$ 162,709.56
<b><u>FY20</u></b>	\$ 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
<b><u>FY19</u></b>	\$ 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
<b><u>FY18</u></b>	\$ 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
<b><u>FY17</u></b>	\$ 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>
<b><u>FY21</u></b>	\$ 714.83	\$ 569.76	\$ 313.48	\$ 228.44	\$ 424.74	\$ 559.76	\$ 579.16	\$ 957.30	\$ 867.27	\$ 921.44	\$ 711.20	\$ -	\$ 6,847.38
<b><u>FY20</u></b>								\$ 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>
<b><u>FY21</u></b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,753.09	\$ 4,547.48	\$ 1,912.94	\$ 1,856.63	\$ 408.92	\$ 5,277.35	\$ -	\$ 19,756.41

## Town Administrator's Report – May 15, 2021

- Declaration of Emergency – Governor Stitt has rescinded the Declaration of Emergency related to COVID-19. While the Legislature passed legislation that allowed virtual meetings under modified rules until February 2022 or until 30 days after the rescinding of the Declaration of Emergency. Governor Stitt rescinded the Emergency effective May 4, 2021 which make June 4, 2021 the last day the special provisions of Public Meetings will expire. We will need to go back to regular in person meetings after June 4, 2021.
- Alley Improvements – The SWH Construction is working to finish the last pieces of the project. The sidewalks were to be replaced have been installed; however, upon a preliminary walk through we did not accept the sidewalks. SWH has agreed to replace those sections of sidewalk they installed.
- Sales Tax Revenue– The past several months has been very strong and have been some of the highest sales tax months ever received by the Town. April Financials shows April 2021 was the highest April receipts comparing April year to year. May's collection is almost 2X higher than the previous highest month. May's receipts are \$32,227.87, the previous highest monthly sales tax was \$18,444.22. Very exciting, but I think this will go back down as material costs correct themselves and until Phase 6 opens.
- Wastewater Treatment Plant – The RWD received three bids for the construction of the Plant. The RWD Board is scheduled to award the Bid at their May 15, 2021 Board meeting.

Thank you.

**PROJECT NO.:** CRL21228/21229

**PROJECTS:** *Survey of Ridgeline Road*  
*Street Light Policy and Standards*  
*Community Center Planning*

**TO:** Greg Buckley

**FROM:** Keith Beatty, P.E.

**DATE** May 12, 2021

## PROJECT UPDATES

### Survey of Ridgeline Road

- R/W has been staked
- Surveyor developing legal descriptions - Completed

### Street Light Policy and Standards – Design Project

#### Phase A – Develop Lighting Policy

- Staff working on Lighting Policy examples - Completed
- Sent to Town Administrator – 5/10/2021
- Board of Trustees Discussion – 5/15/2021
- Anticipated completion – 7/1/2021

#### Phase B – Develop Light Standard

- Phase B to follow Phase A
- Received possible light standards from Town Administrator – 5/12/2021
- Board of Trustees Discussion – 5/15/2021
- May have some discussions regarding the standard prior to finish of Phase A
- Anticipated Completion – 7/1/2021

#### Phase C – Lighting Plan Production

- Surveyor to complete survey by 3/20/21 weather permitting - Complete
- Survey data to Engineer 3/27/2021 - Complete
- Initial Plan set 5/27/21 – Developing Concept Plan
- Final Plan set anticipated 8/1/21

### **Community Center Planning**

- **FNI developing scope and fee – Discussed initial scope with City Administrator**