

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

Location: 10B Boulevard, Carlton Landing, Oklahoma, also known as
the Carlton Landing Academy Cafeteria
Saturday; **November 18, 2023**

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

NOTICE AND AGENDA

1. Call to Order

2. Roll Call

Consent Items

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

3. Approval of Minutes:

a. [Regular Meeting of the CL Board of Trustees on October 21, 2023](#)

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

5. Consider, discuss, and approve a one-time \$500 salary stipend to the Town Administrator, or take any other appropriate action. (Mayor Chinnici)

6. Consider, discuss, and approve a one-time \$500 salary stipend to the Administrative Clerk, or take any other appropriate action. (Mayor Chinnici)

7. Consider, discuss, and approve a one-time \$500 salary stipend to the Town Attorney, or take any other appropriate action. (Mayor Chinnici)

8. Items Removed from Consent Agenda

9. Consider, discuss, and possibly vote to amend, revise, approve or deny authorizing Amanda Hajo, Administrative Clerk, and one Trustee to be signatories on the Town Bank Account(s), or take any other appropriate action.

10. [Consider, discuss, and possibly approve, amend, revise, or deny renewing a Contract for Administrative and Managerial Services with Rural Water, Sewer, and Solid Waste Management District No 20, Pittsburgh County, or take any other appropriate action.](#)
[Exhibit:RWD 20 - Carlton Landing Admin Contract 2023 - 10-21-2023](#)

11. [Consider, discuss, and possibly vote to amend, revise, approve or deny a Concessionaire](#)

Agreement with Hidden Pines, LLC for Camping sites; Nature Trails, maintaining Courtesy Dock and WIBIT water equipment, or take any other appropriate action.
Exhibit: Hidden Pine Concessionaire Agreement DRAFT v 3 11-10-23; Hidden Pines Sub-Leased Area Exhibit A 11-10-23

12. Presentation and updated of Nature Center Facility Center and possibly vote to provide direction to Staff, or take any other appropriate action.
13. Consider, discuss Town Security.
14. Reports
 - a. Sales Tax Revenue and other Financial Reports: Statement of Revenue and Expenditures - BOT Oct 2023; Income Statement - BOT Oct 2023; Bank Register - BOT Oct 2023
 - b. Town Administrator
 - c. Legal Reports, Comments, and Recommendations to the Governing Body
15. Recognize Citizens wishing to comment on non-Agenda Items
Under Oklahoma Law, the Board of Trustees are prohibited from discussing or taking any action on items not on today's agenda. Citizens wishing to address the Board on items not on the agenda are required to sign up no later than five (5) minutes prior to the scheduled start time of the meeting. The sign-in sheet will contain space for citizens name, address, phone number, and topic to discuss. In this way, staff will be able to follow up on any issues presented, if necessary. Citizens will be provided three (3) minutes.
16. Adjournment

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

At 4:00 PM on the ____th day of November 2023, being at least 24 hours prior to the Regular Meeting described above.

Signature of Person Posting the Agenda

Greg Buckley
Printed Name of Person Posting the Agenda

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

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

Saturday; **October 21, 2023**

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

MINUTES

1. Call to Order

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

2. Roll Call

PRESENT: Joanne Chinnici
Mary Myrick
Clay Chapman
Kris Brule'

ABSENT: Chuck Mai

Consent Items

3. Approval of Minutes:

- a. Regular Meeting of the CL Board of Trustees on September 16, 2023

4. Acknowledge receipt of Claims and Purchase Orders Report

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

AYE: Mary Myrick
Joanne Chinnici
Clay Chapman
Kris Brule'

NAY: None

5. Consider, discuss, and possibly vote to amend, revise, approve or deny the Carlton
Landing Board of Trustees meeting schedule for the year 2023 and set the meeting start
time immediately following the Carlton Landing Economic Development Trust meeting,
or take any other appropriate action.
Exhibit:

The meeting schedule maintains the Board of Trustee meetings on the third Saturday of each month to immediately follow the Economic Development Trust meeting. Location of the meeting will be:

10B Boulevard, Carlton Landing, OK 74432
Carlton Landing Academy - Cafeteria

Meeting Dates:

January 20
February 17
March 16
April 20
May 18
June 15

July 20
August 17
September 21
October 19
November 16
December 21

MOTION: A motion was made by Brule' and seconded by Chapman to approve Carlton Landing Board of Trustees meeting schedule for the year 2024 and set the meeting start time immediately following the Carlton Landing Economic Development Trust meeting.

AYE: Joanne Chinnici
Mary Myrick
Clay Chapman
Kris Brule'

NAY: None

6. Consider, discuss, and possibly vote to amend, revise, approve or deny BOT Budget Fiscal Year 22-23 Amendment #2 Recognizing State of Oklahoma 2015 Storm Reimbursement and Funds to Road Maintenance to replenish Town Road Maintenance Account with Pittsburg County, or take any other appropriate action.
Exhibit

The Town received the State of Oklahoma's Storm damage portion for the 2015 winter storm. When there is a State declared emergency of a weather event FEMA and the State share in the costs related to the event. FEMA reimburses 50% and the State reimburses 25% of qualifying expenses. For the 2015 Winter Storm the related expenses were road repair. The Town and Pittsburg County have a Mutual Aid Agreement for Road Maintenance. The Town has an account with the County for Road Maintenance, the account covers materials, and the County provides labor.

MOTION: A motion was made by Brule' and seconded by Chapman to approve BOT Budget Fiscal Year 22-23 Amendment #2 Recognizing State of Oklahoma 2015 Storm Reimbursement and Funds to Road Maintenance to replenish Town Road Maintenance Account with Pittsburg County.

AYE: Joanne Chinnici
Mary Myrick
Clay Chapman

Kris Brule'

NAY: None

7. Items Removed from Consent Agenda
8. Presentation and status update by Carlton Landling Fire and Rescue.

Susan Zubik introduced Joel Baine, the new Director of Fire Operations. She reported the pad is poured for the Fire Station and that a training has been set for next Saturday. The first draft of the policies and procedures has been turned in and we will organize under Title 18. There will be a ground breaking next Saturday, and we are working with Dan Hurd on inspections.

9. Consider, discuss and acknowledge receipt of Fiscal Year 2022-2023 Audit as prepared by Elfrink and Associates or take any other appropriate action.

Exhibit:

Audit was completed by Elfrink and Associates. Staff worked with Crawford and Associates to complete year-end reporting and to provide requested documentation.

ACTION: Acknowledge receipt of Fiscal Year 2022-2023 Audit as prepared by Elfrink and Associates.

10. Consider, discuss, and possibly vote to amend, revise, approve or deny Resolution 2023-10-01-accepting a Quit Claim Deed from Carlton Landing Association, Inc. for Common Area "B", Carlton Landing Phase I, also described as, Block 10 Parking Lot, or take any other appropriate action.

Exhibit:

As part of the 2023 TIF Revenue Note projects was the Alley – Phase II Paving which included the paving of Phase I Common Area "B" or also referred to as Block 10 Parking Lot. The Board had discussed their desire to acquire the property once the project was completed. The HOA has agreed to provide the property to the City. Upon acceptance the property the Town will be the responsible for all maintenance, upkeep, and enforcement of any regulations set by the Town.

MOTION: A motion was made by Brule' and seconded by Chapman to Approve Resolution 2023-10-01-accepting a Quit Claim Deed from Carlton Landing Association, Inc. for Common Area "B", Carlton Landing Phase I, also described as, Block 10 Parking Lot.

AYE: Mary Myrick
Joanne Chinnici
Clay Chapman
Kris Brule'

NAY: None

11. Consider, discuss, and possible action to amend, revise, approve or deny Resolution 2023-10-02, fixing the amount of General Obligation Bonds, Series 2024 to mature each year; fixing the time and place the Bonds are to be sold; designating a Paying Agent/Registrar; authorizing and approving contracts for Bond Counsel, Financial Advisor and Paying Agent-registrar services and amendments thereto; approving the preliminary official statement and distribution thereof; and authorizing the Clerk to give notice of said sale as required by law and fixing other details of the issue, or take any other appropriate action.
Exhibit:

Assessed Property values grew by approximately 39.4% from 2022 to 2023. This can be attributed to a couple of factors: one being the new houses that have been built adding to the total number of houses and two being an increase in the market value of houses. The Estimate of Needs shows our required millage to be 15.41 Mils, which is a drop from 19.58 Mils for 2022. To maintain our target average of 16 Mils a G.O. Bond will need to be issued, without a new G.O. Bond the millage is estimated to drop to approximately 13.25 to 13.5 Mils.

The GO Bond will be issued for \$100,000.00 and be designated for you on Community Buildings Complex. The Community Buildings Complex Bonds, which was Proposition No.2 on the February 9, 2016 vote, allocated \$1,650,000.00 for community buildings within the Town. The funds can be used for the purpose of designing, developing, and improving a Community Buildings Complex and designing, constructing, improving, equipping and furnishing community buildings within the Community Buildings Complex. These funds could be used or allocated for the Nature Center Facilities project and serve as additional funding to TIF and possible TSET grant.

MOTION: A motion was made by Brule' and seconded by Chapman to Approve Resolution 2023-10-02, fixing the amount of General Obligation Bonds, Series 2024 to mature each year; fixing the time and place the Bonds are to be sold; designating a Paying Agent/Registrar; authorizing and approving contracts for Bond Counsel, Financial Advisor and Paying Agent-registrar services and amendments thereto; approving the preliminary official statement and distribution thereof; and authorizing the Clerk to give notice of said sale as required by law and fixing other details of the issue.

AYE: Mary Myrick
Joanne Chinnici
Clay Chapman
Kris Brule'

NAY: None

12. Consider, discuss, and possible action to amend, revise, approve or deny Resolution 2023-10-03 of the Board of Trustees of The Town of Carlton Landing, Oklahoma (The "TOWN") authorizing the Carlton Landing Economic Development Trust (the

“AUTHORITY”) to assist the Town in carrying out and administering the Carlton Landing Economic Development Project Plan adopted by the Town; approving the incurrence of indebtedness by the Authority issuing its Tax Increment Revenue Note, Taxable Series 2023 (the “Note”); providing that the organizational document creating the Authority is subject to the provisions of the indenture authorizing the issuance of said Note; waiving Competitive Bidding with respect to the sale of said Note and approving the proceedings of the Authority pertaining to the sale of said Note; approving and authorizing execution of a Security Agreement by and between the Town and the Authority pertaining to the pledge of certain Ad Valorem Tax Increment revenue; approving the use of assistance in development financing; and containing other provisions relating thereto, or take any other appropriate action.

Exhibit:

Assessed Property values grew by approximately 39.4% from 2022 to 2023. This can be attributed to a couple of factors: one being the new houses that have been built adding to the total number of houses and two being an increase in the market value of houses. The Estimate of Needs shows our required millage to be 15.41 Mils, which is a drop from 19.58 Mils for 2022. To maintain our target average of 16 Mils a G.O. Bond will need to be issued, without a new G.O. Bond the millage is estimated to drop to approximately 13.25 to 13.5 Mils. Another impact this year to the TIF Revenue Note is higher interest rates. Although this will be one of the largest TIF Revenue Notes for the Economic Development Trust, the higher interest rate is impacting the amount of funds we will receive.

The TIF Committee has not met to review projects and priorities based on the 2023 TIF Revenue Note. At this time no specific funding allocation has been made or being recommended. Once the TIF Committee meets and prepares a recommendation it will be submitted to the Board for consideration and possible approval.

MOTION: A Motion was made by Brule’ and seconded by Chapman to Approve Resolution 2023-10-03 of the Board of Trustees of The Town of Carlton Landing, Oklahoma (The “TOWN”) authorizing the Carlton Landing Economic Development Trust (the “AUTHORITY”) to assist the Town in carrying out and administering the Carlton Landing Economic Development Project Plan adopted by the Town; approving the incurrence of indebtedness by the Authority issuing its Tax Increment Revenue Note, Taxable Series 2023 (the “Note”); providing that the organizational document creating the Authority is subject to the provisions of the indenture authorizing the issuance of said Note; waiving Competitive Bidding with respect to the sale of said Note and approving the proceedings of the Authority pertaining to the sale of said Note; approving and authorizing execution of a Security Agreement by and between the Town and the Authority pertaining to the pledge of certain Ad Valorem Tax Increment revenue; approving the use of assistance in development financing; and containing other provisions relating thereto.

AYE: Mary Myrick
Joanne Chinnici
Clay Chapman

Kris Brule'

NAY: None

13. Consider, discuss, and possibly vote to amend, revise, approve or deny entering into a Project Development Management Agreement – Nature Center Facilities, or take any other appropriate action.

Exhibit:

MOTION: A motion was made by Brule' and seconded by Chapman to Approve entering into a Project Management Agreement to be finalized as soon as possible.

AYE: Mary Myrick
Joanne Chinnici
Clay Chapman
Kris Brule'

NAY: None

14. Presentation and update of Nature Center Facility Center and possibly vote to provide direction to Staff, or take any other appropriate action.

Greg Buckley reported there has been more clearing on the Nature Center site.
Mary Myrick reported the school is dealing with credit complexity; she has researched trail funding

15. Consider, discuss Town Security

Seth Gebhart reported the HOA has security on their next agenda and that Josh Fish will be a good resource for security

16. 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
Kay Wall referred to the CLEDT agenda for comments

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

18. Adjournment

There being no further business the meeting was adjourned at 9:37 a.m., October 21, 2023.

Mayor

Attest:

Town Clerk

DRAFT

**General Fund
Bank Register
9/1/2023 to 9/30/2023**

Transaction Date	Transaction Number	Name / Description	Deposit Date	Deposit Number	Receipts & Credits	Checks & Payments	Balance
1000 Town of CL Checking 9683							
		Beginning Balance			0.00	0.00	730,443.30
9/1/2023	R-00504	Pittsburg County RWD #20			5,000.00	0.00	735,443.30
9/1/2023	GJ-10100	Payroll			5,255.54	0.00	740,698.84
9/1/2023	R-00490	CLEDT			13,915.94	0.00	754,614.78
9/1/2023	1523	McAlester News Capital			0.00	21.60	754,593.18
9/1/2023	1522	Kiamichi Electric			0.00	113.00	754,480.18
9/1/2023	1521	Dr Jan Summers			0.00	300.00	754,180.18
9/1/2023	1520	Carlton Landing Fire and			0.00	4,500.00	749,680.18
9/1/2023	A-10114	Amanda K Harjo			0.00	1,584.01	748,096.17
9/1/2023	A-10113	James G Buckley			0.00	3,671.53	744,424.64
9/5/2023	EFT	BOK Financial			0.00	25.00	744,399.64
9/5/2023	EFT	Kenneth Lynch & Sons			0.00	11,940.00	732,459.64
9/5/2023	R-00491	Humphreys Partners 2009			9,000.00	0.00	741,459.64
9/7/2023	EFT	RWS Cloud Services			0.00	96.00	741,363.64
9/8/2023	R-00495	Oklahoma Tax Commission			1,129.77	0.00	742,493.41
9/8/2023	R-00494	Oklahoma Tax Commission			20,223.40	0.00	762,716.81
9/8/2023	R-00493	Oklahoma Tax Commission			37,286.79	0.00	800,003.60
9/8/2023	1528	Oklahoma Uniform Building			0.00	32.00	799,971.60
9/8/2023	1527	Dan Hurd			0.00	1,400.00	798,571.60
9/8/2023	1526	Cross Telephone Co			0.00	97.00	798,474.60
9/8/2023	1525	Crawford & Associates, P.C.			0.00	150.00	798,324.60
9/8/2023	1524	Cartridge Word Tulsa			0.00	119.96	798,204.64
9/12/2023	R-00497	Joanne Chinicci -			150.00	0.00	798,354.64
9/12/2023	R-00496	Oklahoma Tax Commission			223.54	0.00	798,578.18
9/12/2023	R-00492	Pittsburg County Clerk			786.41	0.00	799,364.59
9/13/2023	EFTPS	EFTPS			0.00	3,472.74	795,891.85
9/13/2023	GJ-10101	Pittsburg County Clerk			0.00	667.52	795,224.33
9/14/2023	R-00505	Kerney Homes			762.91	0.00	795,987.24
9/15/2023					0.00	88.85	795,898.39
9/15/2023	1534	Pied Piper Service			0.00	80.00	795,818.39
9/15/2023	1532	OPEH&W			0.00	1,694.38	794,124.01
9/15/2023	1531	QMMS			0.00	500.00	793,624.01
9/15/2023	1530	OkMRF			0.00	2,096.81	791,527.20
9/15/2023	1529	Carlton Landing Academy			0.00	3,060.00	788,467.20
9/15/2023	A-10116	Amanda K Harjo			0.00	1,584.01	786,883.19
9/15/2023	A-10115	James G Buckley			0.00	3,469.67	783,413.52

BOT BUDGET AMENDMENT FORM**Fiscal Year: 23-24****Amendment #2:**

Fund	Department	Line Item	Account Code	Estimated Revenue		Expense	
				Increase	Decrease	Increase	Decrease
BOT	Revenue	Miscellaneous	10-00-3999-00	\$ 13,952.97	\$	\$	\$
	Gen Gov	Road & Trail Maintenance	10-15-6045-00	\$	\$	\$ 13,952.97	\$

Purpose – Recognize State of Oklahoma 2015 Storm Reimbursement and Funds to Road Maintenance to replenish Town Road Maintenance account with the Pittsburg County.

Approved by the Town Board of Trustees on October 21, 2023

Joanne Chinnici, Mayor

[Clerk Seal]

Dr. Jan Summers, Town Clerk

General Fund
Income Statement
9/1/2023 to 9/30/2023

	Sep 2023
	Sep 2023
	Actual
Revenue	
Other Revenue	
Sales Tax	37,510.33
Use Tax	1,129.77
Lodging Tax	20,223.40
Alcohol Beverage Tax	118.89
Pittsburgh County Sinking Fund	667.52
Building Permits/Inspection Fe	1,220.63
Miscellaneous Revenue	19,150.00
Transfer IN from TIF	31,279.04
Revenue	\$111,299.58
Gross Profit	\$111,299.58
Expenses	
Personal Services	
Salaries	15,225.22
Social Security	1,587.57
Employer Paid Insurance	1,641.28
Employer Retirement Contributi	2,080.56
Vehicle/Cell Allowance	324.85
Materials & Supplies	
Building Maintenance & Repairs	80.00
Software Programs/ Services	96.00
Miscellaneous	11,940.00
Other Services	
Utilities	210.00
Publication & Notice Expense	21.60
Professional Services	7,747.26
Community Support Agreements	12,440.00
Dues & Memberships	500.00
Office/Gen Administrative Exp	119.96
Debt Service	
Interest Expense	113.85
Expenses	\$54,128.15
Income (Loss) From Operations	\$57,171.43
Net Income (Loss)	\$57,171.43

Report Options

Period: 9/1/2023 to 9/30/2023
Display Level: Level 3 Accounts
Display Account Categories: Yes
Display Subtotals: None
Reporting Method: Accrual
Fund: General Fund
Include Accounts: Accounts With Activity

10/16/2023
8:29 AM

General Fund
Payments Journal (Summary)
9/1/2023 to 9/30/2023

Page 1 of 1

Check Date	Check / Reference #	Payee	Amount
1000 Town of CL Checking 9683			
9/1/2023	1523	McAlester News Capital	21.60
9/1/2023	1522	Kiamichi Electric	113.00
9/1/2023	1521	Dr Jan Summers	300.00
9/1/2023	1520	Carlton Landing Fire and	4,500.00
9/1/2023	A-10114	Amanda K Harjo	1,584.01
9/1/2023	A-10113	James G Buckley	3,671.53
9/5/2023	EFT	BOK Financial	25.00
9/5/2023	EFT	Kenneth Lynch & Sons	11,940.00
9/7/2023	EFT	RWS Cloud Services	96.00
9/8/2023	1528	Oklahoma Uniform Building	32.00
9/8/2023	1527	Dan Hurd	1,400.00
9/8/2023	1526	Cross Telephone Co	97.00
9/8/2023	1525	Crawford & Associates, P.C.	150.00
9/8/2023	1524	Cartridge Word Tulsa	119.96
9/13/2023	EFTPS	EFTPS	3,472.74
9/13/2023	GJ-10101	Pittsburg County Clerk	667.52
9/15/2023			88.85
9/15/2023	1534	Pied Piper Service	80.00
9/15/2023	1532	OPEH&W	1,694.38
9/15/2023	1531	OMMS	500.00
9/15/2023	1530	OkMRF	2,096.81
9/15/2023	1529	Carlton Landing Academy	3,060.00
9/15/2023	A-10116	Amanda K Harjo	1,584.01
9/15/2023	A-10115	James G Buckley	3,469.67
9/19/2023	EFT	Oklahoma Tax Commission	510.00
9/22/2023	1535	Kay Robbins Wall	600.00
9/29/2023	1538	Carlton Landing Fire and	2,000.00
9/29/2023	1537	Crawford & Associates, P.C.	5,265.26
9/29/2023	1536	Carlton Landing Academy	2,880.00
9/29/2023	A-10118	Amanda K Harjo	1,601.68
9/29/2023	A-10117	James G Buckley	3,469.67
1000 Town of CL Checking 9683 Totals			\$57,090.69
1030 Sinking Fund Checking 3087			
9/29/2023	0009	BOK Financial	4,590.00
1030 Sinking Fund Checking 3087 Totals			\$4,590.00

Report Options

Check Date: 9/1/2023 to 9/30/2023

Display Notation: No

Fund: General Fund

General Fund
Statement of Revenue and Expenditures

		Current Period Sep 2023 Sep 2023 Actual	Year-To-Date Jul 2023 Sep 2023 Actual	Annual Budget Jul 2023 Jun 2024	Annual Budget Jul 2023 Jun 2024 Variance	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures						
Revenue						
Non-Departmental Revenues						
Budget Carryover						
3999	Fund Balance Carryover	0.00	0.00	40,829.00	40,829.00	0.00%
Total Budget Carryover		\$0.00	\$0.00	\$40,829.00	\$40,829.00	
Other Revenue						
4012	Alcohol Beverage Tax	118.89	332.02	800.00	467.98	41.50%
4100	Building Permits/Inspection Fe	1,220.63	3,753.75	23,580.00	19,826.25	15.92%
4105	Business License and Permits	0.00	1,471.57	200.00	(1,271.57)	735.79%
4011	Lodging Tax	20,223.40	43,280.21	48,000.00	4,719.79	90.17%
4500	Miscellaneous Revenue	19,150.00	51,826.82	60,000.00	8,173.18	86.38%
4015	Pittsburgh County Sinking Fund	667.52	1,232.92	55,600.00	54,367.08	2.22%
4000	Sales Tax	37,510.33	104,626.95	200,000.00	95,373.05	52.31%
9002	Transfer IN from TIF	31,279.04	45,255.74	120,148.00	74,892.26	37.67%
4005	Use Tax	1,129.77	4,497.41	8,000.00	3,502.59	56.22%
4010	Utility Tax	0.00	2,533.77	12,000.00	9,466.23	21.11%
Total Other Revenue		\$111,299.58	\$258,811.16	\$528,328.00	\$269,516.84	
Non-Departmental Revenues Totals		\$111,299.58	\$258,811.16	\$569,157.00	\$310,345.84	
Revenue		\$111,299.58	\$258,811.16	\$569,157.00	\$310,345.84	
Gross Profit		\$111,299.58	\$258,811.16	\$569,157.00	\$0.00	
Expenses						
Administration						
Personal Services						
5020	Employer Paid Insurance	1,641.28	6,538.60	27,420.00	20,881.40	23.85%
5025	Employer Retirement Contributi	2,080.56	4,876.30	18,150.00	13,273.70	26.87%
5000	Salaries	15,225.22	47,788.44	181,500.00	133,711.56	26.33%
5010	Social Security	1,587.57	3,718.19	14,183.00	10,464.81	26.22%
5015	Unemployment Tax	0.00	0.00	3,708.00	3,708.00	0.00%
5030	Vehicle/Cell Allowance	324.85	974.55	3,900.00	2,925.45	24.99%
Total Personal Services		\$20,859.48	\$63,896.08	\$248,861.00	\$184,964.92	
Materials & Supplies						
5510	Building Maintenance & Repairs	80.00	80.00	320.00	240.00	25.00%
5530	Miscellaneous	0.00	0.00	100.00	100.00	0.00%
5500	Office Supplies	0.00	96.74	1,200.00	1,103.26	8.06%
5520	Software Programs/ Services	0.00	119.88	345.00	225.12	34.75%
Total Materials & Supplies		\$80.00	\$296.62	\$1,965.00	\$1,668.38	
Other Services						
6035	Dues & Memberships	0.00	0.00	1,380.00	1,380.00	0.00%
6015	Insurance	0.00	0.00	570.00	570.00	0.00%
6800	Office/Gen Administrative Exp	119.96	119.96	0.00	(119.96)	0.00%
6005	Rent	0.00	577.47	5,820.00	5,242.53	9.92%
6040	School, Training, Travel	0.00	0.00	6,000.00	6,000.00	0.00%
6000	Utilities	210.00	1,063.65	4,363.00	3,299.35	24.38%
Total Other Services		\$329.96	\$1,761.08	\$18,133.00	\$16,371.92	
Administration Totals		\$21,269.44	\$65,953.78	\$268,959.00	\$203,005.22	
General Government						
Personal Services						
5000	Salaries	0.00	0.00	3,600.00	3,600.00	0.00%
5010	Social Security	0.00	0.00	275.00	275.00	0.00%

PROJECT MANAGEMENT AGREEMENT

This Project Management Agreement (the “**Agreement**”) made effective as of the date set forth on the signature page hereto by and between the undersigned Client (hereafter “**Client**”), and CARLTON LANDING ENTERPRISES LLC, an Oklahoma limited liability company (“**Contractor**”).

WHEREAS, Client desires to engage Contractor to provide pre-construction and construction-related project management services (the “**Work**”) in accordance with the Scope of Work set forth in Schedule A for the project identified on Schedule A (collectively, the “**Project**”); and

WHEREAS, Client wishes to retain Contractor to perform the Work, and Contractor desires to perform the Work subject to the terms and conditions herein.

NOW, THEREFORE, Client and Contractor hereby agree as follows:

Section 1 Definitions

In this Agreement the following words and expression shall have the meanings hereby assigned to them except where the context otherwise requires:

“Agreement” means this Agreement, including appendices and fully executed amendments hereto.

“Additional Service Providers” means general contractors, and /or other consultants and contractors hired by Client in connection with the Project, but shall exclude any architects, space planners, and engineers.

“Change Order” means an order, issued pursuant to Section 7 of this Agreement, for changes in the scope, nature or quantity of the Work.

“Commencement Date” means the date for commencement of the Work as set forth in the Notice to Proceed.

“Completion Deadline” means the date on which the Project is to achieve Substantial Completion, which shall correspond to the schedules provided by Additional Service Providers and agreed to by Client, subject to such time extensions as may be granted pursuant to the terms of this Agreement and agreements with Additional Service Providers.

“Contract Documents” means the documents described in Section 3 of this Agreement.

“Cost of the Work” means the costs as set forth in Section 6 of this Agreement as demonstrated by Additional Service Providers’ draw requests, invoices, and supporting documentation.

“Design Documents” means the detailed construction plans, performance requirements and technical specifications that will detail and define the Work.

“Fee” means the percentage fee payable to the Contractor in connection with the Work, calculated as a percentage of the Cost of the Work in an amount set forth on Schedule A.

“Force Majeure” means any unforeseeable event, beyond the control of Contractor and Client, and not due to an act or omission of the Contractor or its Subcontractors, to the extent that the event (or the effects of the event) materially and adversely affects the Project critical path or results in a modification of the scope of the Work, and

could not have been avoided or prevented by due diligence and use of reasonable efforts by Contractor.

“Indemnified Parties” means Client and its officers, directors, shareholders, agents and employees.

“Insurance” means the insurance coverage required of the Contractor by Section 14.1 and the insurance coverage required of the Client as part of the Client-controlled insurance program described in Section 14.2.

“Notice to Proceed” means a notice to commence the Work issued by the Client in accordance with Section 5.

“Project Schedule” means the schedule for completion of the Project prepared by the Additional Service Providers and as agreed to by the Parties and as amended from time to time with Client’s approval.

“Substantial Completion” means completion of the Project such that the Client may have full and beneficial use of the Project for its intended purpose, notwithstanding any Work of a minor nature that may remain incomplete.

“Subcontractor” means any person or entity with whom Contractor has entered into any subcontract and any other person or entity with whom any subcontractor has further subcontracted any part of the Work, at any tier, including subconsultants and suppliers of material and equipment.

“Work” means pre-construction, construction and post-construction project management services performed by Contractor as defined in Schedule A and the Contract Documents or as otherwise necessary for the realization of the Project.

“Working days” means days on which the recording office of the Pittsburgh County Clerk is open.

Section 2

Contract Interpretation

2.1. Headings are inserted solely for convenience and shall not be taken into consideration in the interpretation or construction of this Agreement.

2.2. Words importing the singular only also include the plural and vice versa where the context requires.

2.3. Wherever in this Agreement provision is made for giving of notice, consent or approval by any person, such notice, consent or approval shall, unless otherwise specified, be in writing and the word “notify” and “notice” shall be construed accordingly.

2.4. The terms “approved” and “directed” wherever used in this Agreement means approved or directed in writing and “approval” or “directions” means approval or direction in writing.

2.5. This Agreement shall be construed as if it was prepared by both parties and not one party to the exclusion of the other.

2.6. The Contract Documents shall not be construed to create a contractual relationship of any

kind (1) between the Client and a Subcontractor; or (2) between any persons or entities other than the Client and the Contractor.

Section 3

Contract Documents

3.1. The following documents are the Contract Documents for the Work: (i) fully executed Amendments to this Agreement; (ii) Change Orders; (iii) the appendices/exhibits/schedules to this Agreement; (iv) this Agreement; and (v) the design documents (if any).

3.2. The documents listed above shall be taken as mutually explanatory of one another, but in case of any discrepancy among them, the order of precedence shall be the order in which the Contract Documents are listed in Section 3.1 above. On plans, working drawings, and standard plans, calculated dimensions shall take precedence over scaled dimensions. Detailed plans, drawings and specifications shall take precedence over general drawings and specifications.

3.3. Client shall promptly supply Contractor with all data in its possession relating to the Project site including, if available, as-built information indicating the location of utilities, property boundaries, property setbacks, ALTA Survey, Geotechnical Report, Environmental Site Analysis, and all US Army Corp of Engineers clearance approvals. The information so supplied is provided for reference purposes only. Client takes no responsibility for, and makes no warranty with respect to, the completeness or accuracy of the site information provided pursuant to this Section.

Section 4

Scope of Work

4.1. In exchange for payment by Client to Contractor as described in Section 8 Contractor shall perform the Work in accordance with the Scope of Work set forth in Schedule A.

4.1.1. In performing the Work, Contractor shall cooperate with and coordinate Additional Service Providers in order to achieve Client's objectives for the Project. At the request of Client, Contractor shall advise Client with respect to the use of Additional Service Providers; but it is expressly agreed and understood that Contractor shall not be responsible for the engagement or work on the Project of any Additional Service Providers, and all Additional Service Providers shall be engaged directly by client and shall be compensated by Client.

4.2.2. In addition to procuring and managing Subcontractors to perform certain components of the Work hereunder, Contractor shall also have the right to employ its own team to perform certain services that are not included in the Work. In the event Contractor elects to perform such services, Contractor and Client shall agree to a fee for such services.

4.2. Contractor shall perform the Work using its best professional skill and judgment, acting with due care and in accordance with professional standards of care and construction practices generally accepted as standards of the industry in the State of Oklahoma. Contractor's services hereunder shall be provided and completed promptly and in such a manner as to assure completion of the Work by the Completion Deadline, in a good and workmanlike manner, free from defects and in accordance with the terms and conditions set forth in the Contract Documents.

4.3. All individuals employed by Contractor shall have the skills and experience required to perform the Work assigned to them. If the Client determines in its sole discretion that any individual

employed by the Contractor is not performing the Work in a proper and skillful manner, then at the written request of the Client, Contractor shall remove such individual and such individual shall not be re-employed on the Project without the prior written approval of the Client. If Contractor fails to remove such individual or fails to furnish skilled and experienced personnel for the proper performance of the Work, then the Client may suspend the affected portion of the Work by delivery of written notice of such suspension to Contractor. Such suspension shall in no way relieve Contractor of any obligation contained in the Contract Documents or entitle Contractor to a Change Order or extension of the Completion Deadline. Once compliance is achieved, Contractor shall be entitled to and shall promptly resume the Work.

4.4. Contractor shall assist Client in the evaluation of regulatory requirements related to the Project including zoning ordinances, public facilities requirements, and other requirements of the jurisdiction in which the Project is located. Notwithstanding the foregoing, Client acknowledges that Contractor is not an expert in and is not responsible for any technical work performed by Additional Service Providers and Client shall rely solely on the judgments of the expert's Client hires with respect to such technical work.

Section 5

Commencement and Prosecution of the Work

5.1. Contractor shall commence the Work within twenty (20) business days after receipt from Client of a written Notice to Proceed.

5.2. Contractor shall endeavor to ensure that Additional Service Providers attain Substantial Completion of the Work by the Completion Deadline.

5.3. Contractor shall maintain records of the progress of Project construction, including written progress reports and photographs reflecting the status of Project construction and percentage completion. Contractor shall maintain sufficient records during Project construction.

Section 6

Cost of the Work

6.1. The term "Cost of the Work" shall mean and include the following:

6.1.1. The total amount paid by Client to Additional Service Providers for the construction and related improvements necessary to complete the building, utility infrastructure, sidewalks, parking lot, and other land or ground improvements for the completion of the Project.

6.1.2. Cost of the Work does not include Client employee costs or business expenses, or any cost(s) paid by Client prior to the execution of this Agreement.

6.2. All hard construction costs for Work undertaken by Client towards the Project shall be considered a Cost of the Work unless otherwise agreed to in writing by both Parties hereto.

Section 7

Changes in the Work

7.1 If either party determines that any services not included in the Work described in Exhibit A are required in connection with a Project, such party shall give prompt notice to the other party. If Client desires Contractor to perform additional services and Contractor agrees, the parties shall enter into a

modification to this Agreement in the form of a Change Order which shall provide for performance by Contractor of the additional services and any increase in the Fee for such Project as a result thereof. In no event shall Contractor be required to perform any additional services and in no event, shall the Fee for a Project be increased in connection with additional services unless the parties have agreed in writing to a Change Order identifying such additional services and any increase in the Fee.

Section 8 Terms of Payment

8.1. Client will pay Contractor for Contractor's performance under this Agreement a sum equal to the Fee.

8.2. Work under Change Orders shall be included in Contractor's payment applications as such Work is performed.

8.3. Client will pay Contractor the Fee in installments, as follows:

8.3.1. On or before the last day of each month, Contractor shall deliver to Client a payment application showing the Fee due as of the end of the month covered by the application and the amount of any reimbursable expenses due and owing to Contractor under the terms of this Agreement, including amounts due under any Change Orders. Client and Contractor shall coordinate and assist in obtaining any supporting data from Additional Service Providers, including relevant invoices and other documentation demonstrating the Cost of the Work used for the calculation of the Fee for which payment is being sought. Materials and equipment not yet incorporated in the Project, but delivered and stored at the Project site or secure location, shall be considered completed items for purposes of determining the Cost of the Work at the time the Fee is calculated.

8.3.2. Within ten (10) Working Days following receipt by Client of Contractor's payment application, Client shall pay to Contractor, one hundred percent (100%) of the amount due and owing under the applicable invoice.

8.3.3. If Client disputes any item on a payment application, Client shall promptly notify Contractor in writing of such dispute, who shall respond with verification or an explanation of the disputed item, or a revised payment application. If Client and Contractor are unable to resolve a disputed item in the Payment Application, the undisputed amount shall be paid to Contractor and any disputed amounts shall be submitted for dispute resolution in accordance with Section 15.

8.3.4. Should Client fail to pay Contractor undisputed amounts within thirty (30) calendar days following receipt from Contractor of a payment application, then the unpaid amount shall accrue interest at the rate of eight percent (8%) from the date payment was due until such sum is paid in full.

Section 9 Indemnification

9.1. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Indemnified Parties harmless from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the Work, excepting only such injury or harm as may be caused solely and exclusively by the fault or negligence of, or by the willful misconduct of, one or more of the Indemnified Parties. Such indemnity shall extend to claims, demands, or liability for injuries occurring after completion of the Project, as well as during the construction of the Project.

9.2. To the fullest extent permitted by law, Client shall defend, indemnify and hold Contractor harmless from and against any and all claims, damages, losses and expenses arising out of or resulting from the sole or exclusive negligence of one or more of the Indemnified Parties.

Section 10 Substantial Completion Confirmation

10.1 Upon the Project achieving Substantial Completion, Contractor shall notify Client and payment of Contractor's final invoice shall be deemed acceptance by the Client of the Work hereunder.

Section 11 Limitations on Work

11.1. Client acknowledges and agrees that Contractor's obligation under this Agreement is to use reasonable efforts to cause the Project to be completed in accordance with plans and specifications, budgets and schedules approved by Client, but that Contractor shall not be deemed to have given any guaranty or warranty that any of the foregoing can be accomplished and shall not be liable for the errors, omissions or breaches of contract by the Additional Service Providers or any other party providing goods or services to the Project. Contractor, however, shall promptly notify Client when it reasonably anticipates that the Project cannot be constructed in accordance with the plans and specifications, budgets and schedules approved by Client.

Section 12 Time for Completion

12.1. The Work shall be undertaken and completed substantially in accordance with the Project Schedule prepared by the Additional Service Providers and approved by the Client and Contractor. The Project Schedule shall be used by the parties for planning and monitoring the progress of the Work.

Section 13 Suspension / Termination

13.1. Client may, at any time and for any reason, deliver written notice for Contractor to suspend all or any part of the Work for the period of time that Client deems appropriate for the convenience of the Client. Contractor shall recommence all suspended Work within a reasonable time upon receipt of written notice from the Client directing Contractor to resume Work. Client shall remit payment to Contractor for the Fee becoming due on the Cost of the Work completed up and through the date of suspension notice.

13.2. If Contractor should materially breach any provision of this Agreement, then Client may, give written notice to Contractor of such failure. If Contractor fails to commence and diligently pursue a cure of the failure within ten (10) Working Days of such notice or if Contractor fails to fully and completely cure such failure within a reasonable time not to exceed sixty (60) calendar days of such notice, then, without prejudice to any other right or remedy and without notice to any surety, Client may terminate this Agreement by giving Contractor written notice of such termination. In case of such termination, Contractor shall be entitled to payment of the Fee on the Cost of the Work completed through the effective date of termination, and costs reasonably incurred by reason of such termination.

13.3. Contractor may suspend the performance of its Work under this Agreement if Client shall fail to make payment to Contractor within fifteen (15) Working Days of the due date of such payment. Such suspension shall continue until payment is made in full, or until this Agreement is terminated

pursuant to Section 13.4. Contractor shall be entitled to recover any costs or expenses incurred as the direct result of the delay in payment.

13.4. Contractor may, upon thirty (30) Working Days written notice, terminate this Agreement, in the following cases:

13.4.1. In the event Client fails to make payment to Contractor within fifteen (15) Working Days of the due date of such payment, whether or not Contractor suspended its Work pursuant to Section 13.3 of this Agreement;

13.4.2. In the event of any material breach of this Agreement by Client, and a failure to cure such breach within fourteen days after written notice from the Contractor;

13.4.3. In the event the Work is suspended at the Client's direction for a continuous period in excess of sixty (60) calendar days, unless such suspension is occasioned by the Contractor's failure to comply with its obligations under the Contract Documents; or

13.4.4. In the event of the bankruptcy or insolvency of Client.

Section 14 Insurance

14.1. Contractor will procure, or cause to be procured, the following Insurance:

14.1.1. Statutory Worker's Compensation and Employer's Liability Insurance covering all Contractor's employees if employees are working on the Project hereunder;

14.1.2. Automobile Liability Insurance coverage; and

14.1.3. Commercial General Liability Insurance (Primary and Umbrella/Excess) with limits of not less than \$2,000,000.00 Million Dollars (\$1,000,000.00) per occurrence for personal injury and property damage. Coverages must include the following: blanket contractual liability, products and completed operations, and severability of interest. Client shall be named as an additional insured under such insurance.

14.2. Client will procure, or cause to be procured by a general contractor, the following Insurance:

14.2.1. All-risk property insurance, covering the full replacement cost of the property and improvements where the Work is being performed; and

14.2.2. Commercial General Liability Insurance (Primary and Umbrella/Excess) with limits of not less than \$2,000,000.00 Million Dollars (\$1,000,000.00) per occurrence for personal injury and property damage, or as provided within the Governmental Tort Claims Act. Coverages must include the following: blanket contractual liability, products and completed operations, and severability of interest. Contractor shall be named as an additional insured under such insurance.

14.3. Client and Contractor shall provide each other with evidence of the Insurance required of them by this Section 14, which evidence shall name Client, Client's Employees, lender, Contractor and Contractor's employees and Subcontractors as additional insureds, and shall provide that the policy may

only be canceled, reduced, or modified by the insurer upon thirty (30) days prior written notice to Contractor. Client assumes the risk and liability of all casualty losses with respect to the risks described above which are within loss deductible clauses or are not otherwise covered by Insurance.

14.4. Client and Contractor waive all rights against each other, against each of their agents and employees and against Subcontractors and their respective members, directors, officers, employees, agents and consultants for any claims to the extent covered by Insurance obtained pursuant to this Section 14, except such rights as they may have to the proceeds of such Insurance. Each policy, including workers' compensation, shall include a waiver of any right of subrogation against the additional insureds (and their respective members, directors, officers, employees, agents and consultants).

Section 15

Claims/Dispute Resolution

15.1. MEDIATION: ANY DISPUTES ARISING UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING AN ALLEGATION OF BREACH THEREOF, AND ANY DISPUTES ARISING OUT OF OR RELATING TO THE RELATIONSHIP CREATED BY THE AGREEMENT, AND ANY DISPUTES AS TO THE RIGHTS AND OBLIGATIONS OF THE PARTIES (A "DISPUTE") SHALL BE FIRST SUBMITTED TO NON-BINDING MEDIATION IN PITTSBURG COUNTY, OKLAHOMA. IF THE DISPUTE CANNOT BE SETTLED BY MEDIATION, EITHER PARTY MAY GIVE THE OTHER PARTY AND THE MEDIATOR A WRITTEN NOTICE TERMINATING THE MEDIATION PROCESS, AND THE DISPUTE WILL THEN BE RESOLVED BY ARBITRATION AS SET FORTH HEREINAFTER. ALL CONFERENCES AND DISCUSSIONS THAT OCCUR IN CONNECTION WITH THE MEDIATION CONDUCTED UNDER THIS AGREEMENT WILL BE DEEMED SETTLEMENT DISCUSSIONS. EACH PARTY WILL BEAR ITS OWN COSTS OF MEDIATION, AND ANY COSTS PAYABLE TO THE MEDIATION SERVICE OR THE MEDIATOR WILL BE SHARED EQUALLY BY THE PARTIES.

15.2. ARBITRATION: UPON CONCLUSION OF AN UNSUCCESSFUL MEDIATION, A DISPUTE, INCLUDING THE ARBITRABILITY OF DISPUTES BETWEEN THE PARTIES, SHALL BE FULLY RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE OKLAHOMA UNIFORM ARBITRATION ACT AND/OR THE FEDERAL ARBITRATION ACT, ANY ARBITRATION BETWEEN THE PARTIES WILL BE GOVERNED BY THE THEN CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "RULES"). IN THE EVENT OF CONFLICT BETWEEN THE RULES AND THE PROVISIONS OF THIS AGREEMENT, THE PROVISIONS OF THIS AGREEMENT SHALL CONTROL. EXCEPTIONS/CLARIFICATIONS OF THE RULES INCLUDE: (I) THE PROCEEDINGS SHALL BE CONDUCTED BY A SINGLE, NEUTRAL ARBITRATOR TO BE SELECTED BY THE PARTIES, OR, FAILING THAT, APPOINTED IN ACCORDANCE WITH THE RULES, (II) THE SUBSTANTIVE LAW OF THE STATE OF OKLAHOMA SHALL APPLY, AND (III) THE AWARD SHALL BE CONCLUSIVE AND BINDING WITH NO FURTHER CHALLENGE OR APPEAL. A DEMAND FOR ARBITRATION SHALL BE FILED NOT LATER THAN ONE (1) YEAR AFTER THE DISPUTE ARISES OR THE CLAIM ACCRUES, AND FAILURE TO FILE SAID DEMAND WITH THE ONE (1) YEAR PERIOD SHALL BE DEEMED A FULL WAIVER OF THE CLAIM. THE PARTIES AGREE THAT ANY PRE-ARBITRATION PROCEEDINGS (DISCOVERY) WILL BE LIMITED TO: 10 INTERROGATORIES AND 10 REQUESTS FOR PRODUCTION ISSUED TO THE OPPOSING PARTY; 2 INDIVIDUAL DEPOSITIONS PER PARTY; THE DEPOSITION OF ONE EXPERT DESIGNATED BY THE OPPOSING PARTY; UNLIMITED SUBPOENA POWER FOR THIRD PARTY DOCUMENTS. THE PLACE OF THE ARBITRATION HEREIN SHALL BE PITTSBURG COUNTY, OKLAHOMA. BOTH PARTIES AGREE TO BE FULLY AND FINALLY

BOUND BY THE ARBITRATION AWARD, AND JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES AGREE THE ARBITRATION FEES SHALL SPLIT BETWEEN THE PARTIES AND THE PARTIES SHALL BEAR THEIR OWN COSTS OF RETAINED LEGAL COUNSEL AND ANY PRE-ARBITRATION MEDIATION PROCEEDINGS/DISCOVERY THEY UNDERTAKE.

Section 16 Sole Agreement

16.1. The Contract Documents contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all prior representations, understandings, correspondence or agreements (oral or written) between the parties.

16.2. No amendment of this Agreement or deletion of or addition to its contents shall be valid or binding upon the parties unless such amendment, deletion or addition is contained in a written amendment signed and dated by a duly authorized representative on behalf of each party.

Section 17 Miscellaneous

17.1. Contractor hereby declares that it is engaged in an independent business and agrees to perform the Work described in this Agreement as an independent Contractor, and not as an agent, employee, or servant of Client. Contractor has, and hereby retains, the right to exercise full control and supervision of the Work, and full control over the employment, direction, compensation, and discharge of all persons assisting in the Work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with social security, withholding, and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and Subcontractors during the life of this Agreement.

17.2. All notices or communications contemplated under this Agreement shall be in writing and shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) working days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication sent by overnight courier, or (iv) on the day such notice or communication is sent by electronic mail transmission on the day of receipt if delivered (as indicated by delivery confirmation of the sender) by 5:00 p.m. Central time, or on the next following business day if delivered after 5:00 p.m. Central time. A Party may, for purposes of this Agreement, change its address, email, or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant hereto. Notice in each case shall be delivered to the respective addresses, or electronic mail address set forth in the signatures blocks hereto, or at such other address as either party may specify in a written notice to the other party.

17.3 Neither Client nor Contractor may assign their rights and/or obligations under this Agreement, or payments due under this Agreement, without prior written consent of the other party.

17.4. This Agreement shall be executed in duplicate. Each duplicate original copy of this Agreement shall be deemed an original.

17.5. In the event that any provision or Section contained herein shall be found to be invalid or unenforceable, the presence of such invalid or unenforceable provision shall not affect the validity or enforceability of any other provision or Section contained herein.

17.6. This Agreement shall be governed by and construed in accordance with the laws of Oklahoma.

[Signatures appear on the following page]

DRAFT

IN WITNESS WHEREOF, the parties hereto have hereunto signed this Agreement and related appendices to be effective on the _____ day of _____ 202__.

CONTRACTOR:

CARLTON LANDING ENTERPRISES LLC,
an Oklahoma limited liability company

By: _____
Grant Humphreys, Manager

Address:

Email: _____

CLIENT:

[Name]

By: _____

Name: _____

Title: _____

Address:

Email: _____

Schedule A
PROJECT; SCOPE OF WORK; AND FEES

In accordance with the terms and conditions of the Agreement entered into by the parties hereto, Contractor shall perform the following services for the Client. The terms and conditions of this Schedule A shall be an integral part of the Agreement entered into by the parties and shall be incorporated by reference into such agreement. This Schedule A may be modified and amended from time to time, in which case the Agreement shall remain in full force and effect, and the new Schedule A terms shall be incorporated therein without further action needed by the parties hereto.

Project: _____

- 1. Initiation and Planning:**
 - a. Project definition and strategy
 - b. Development of the project plan, including timeline, budget, and resources
 - c. Develop a preliminary project timeline, including major milestones and critical paths
- 2. Design Coordination:**
 - a. Assist in the RFP process
 - b. Recommend Selecting and oversight of architects, engineers, and other design professionals in compliance with municipal code and Oklahoma statutes that are applicable to Client.
 - c. Review and coordination of design documents through Constructability Reviews – recommend solutions or modifications throughout initial programming to 100% contract documentation completion
 - d. Programming & Conceptual level design documents.
- 3. Bid & Contractor Selection Process:**
 - a. Preparation of bid documents
 - b. Recommend Selection of contractors and subcontractors in compliance with municipal code and Oklahoma statutes that are applicable to Client.
 - c. Contract negotiation and award
 - d. Value engineering (reviewing design proposals for cost-effectiveness and recommend alternatives that can achieve the desired results at lower costs or greater efficiency.
 - e. Identify potential risks associated with the project and develop mitigation strategies
 - f. Provide insights on material availability, lead times, and cost effective procurement strategies
- 4. Construction Management:**
 - a. Routine on-site supervision and coordination
 - b. Schedule and budget monitoring
 - c. Quality control and assurance
 - d. Coordination of inspections and approvals
 - e. Change order management
- 5. Communication:**
 - a. Routine updates to stakeholders (Clients, financiers, etc.)
 - b. Conducting routine project meetings
 - c. Handling and resolution of disputes and issues
- 6. Financial Management:**
 - a. Budgeting and cost estimation
 - b. Review and recommend approval of contractor invoices
 - c. Cost reporting
- 7. Compliance and Regulatory Management:**
 - a. Ensuring the project complies with local regulations, zoning laws, and building codes

- b. Securing necessary permits and approvals
- c. Environmental impact assessment and management
- 8. **Project Handover and Closeout:**
 - a. Coordination of project handover to the client or end-user
 - b. Compilation and submission of all project documents, including warranties and manuals
 - c. Management of project closeout, including final inspections and certifications
- 9. **Post-Completion Services:**
 - a. Warranty management and follow-up
 - b. Post-completion reviews and lessons learned
- 10. **Additional Non-Standard Services:**
 - a. Sustainability & Environmental Consultation
 - b. Specialized Reporting
 - c. Stakeholder Training
 - d. Public Relations or Community Engagement
 - e. Advanced Technology integration
 - f. Managing projects with cultural or historical significance
 - g. Special Regulatory Compliance
 - h. In-depth Market Research
 - i. Extended Post Completion Support

Fees:

Total:

Six percent (6%) of the Cost of the Work and an incentive fee equal to one percent (1%) of the Cost of the Work shall be paid contingent upon completion of the Work by the Completion Deadline and within the budget approved by the Client (as adjusted according to the Agreement) . Provided however, if the Client does not select the contractors, architects, engineers, or other design professionals recommended by Contractor, then the one percent incentive fee shall be due upon completion of the Work regardless of whether it is within the Completion Deadline or within the budget.

Town Administrator's Report October 21, 2023

- ☐ Alley Phase II and Block 10 Parking Lot – We are continuing to work through final payment request.
- ☐ Stephens Road Extension – The clearing Contractor has completed their work and the General Contractor has accepted the site. The Road Contractor has mobilized their equipment and begun dirt work. The road has been staked, which shows the layout and path of the actual road.
- ☐ Adopt a Bench – I worked on getting plaque inscriptions for each of the adopted benches. The vendor provided proofs of each plaque inscriptions which have been approved. The Bench and Parking Committee met to review locations for benches. An updated location map is being prepared and then will be submitted for review and consideration.
- ☐ Nature Center Facilities –We are still waiting on approval from the Corp on the Phase 2 Clearing for the Nature Center Facility. We worked on getting quotes for the Phase 2 Clearing so once we have Corp approval, we will begin the Phase 2 Clearing. Seth Gebhart, Jim Boohaker, and I worked on developing a Project Management Services Agreement.
- ☐ TIF Revenue Note and GO Bond – Worked with Chris Gander and Bond Counsel on TIF Revenue Note projections. Also, worked with Bond Counsel on language for GO Bond and Proposition to allocate issuance of funds.
- ☐ ICMA Conference – attended the ICAM Conference in Austin TX. I attended some good sessions and met with some vendors at the Conference .

Thank you.

General Fund
Payments Journal (Summary)
10/1/2023 to 10/31/2023

Check Date	Check / Reference #	Payee	Amount
1000 Town of CL Checking 9683			
10/4/2023	EFT	RWS Cloud Services	96.00
10/6/2023	1548	Greg Buckley - Reimbursements	514.00
10/6/2023	1547	CSA Software	183.19
10/6/2023	1546	OPEH&W	1,694.38
10/6/2023	1544	McAlester News Capital	259.00
10/6/2023	1543	Kiamichi Electric	106.00
10/6/2023	1542	Dr Jan Summers	300.00
10/6/2023	1541	Cross Telephone Co	97.00
10/6/2023	1540	CivicPlus LLC	1,000.00
10/6/2023	1539	Carlton Landing Academy	2,560.00
10/12/2023	EFT	Oklahoma Tax Commission	759.00
10/12/2023	EFTPS	EFTPS	5,160.22
10/13/2023	1554	OKMRF	3,120.85
10/13/2023	1553	Oklahoma Uniform Building	48.00
10/13/2023	1552	Landmark	706.80
10/13/2023	1551	Anne Marie Elfrink, MS	7,700.00
10/13/2023	1550	Dan Hurd	1,600.00
10/13/2023	1549	Carlton Landing Academy	6,500.00
10/13/2023	A-10120	Amanda K Harjo	1,584.01
10/13/2023	A-10119	James G Buckley	3,671.53
10/16/2023			75.55
10/17/2023	EFT	Kenneth Lynch & Sons	3,760.00
10/18/2023	EFT	Elan Financial Services	2,887.19
10/20/2023	1555	Cartridge Word Tulsa	244.94
10/27/2023	1556	Kay Robbins Wall	600.00
10/27/2023	A-10122	Amanda K Harjo	1,584.01
10/27/2023	A-10121	James G Buckley	3,469.67
10/31/2023	VOID 1484	Carlton Landing Association,	(320.00)
1000 Town of CL Checking 9683 Totals			\$49,961.34

Report Options

Check Date: 10/1/2023 to 10/31/2023

Display Notation: No

Fund: General Fund

Item No. _____

Date: November 18, 2023

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, discuss, and possibly approve, amend, revise, or deny renewing a Contract for Administrative and Managerial Services with Rural Water, Sewer, and Solid Waste Management District No 20, Pittsburgh County, or take any other appropriate action.

INITIATOR: Greg Buckley, Town Administrator

STAFF INFORMATION SOURCE: Greg Buckley, Town Administrator

BACKGROUND: The scope of services with the Contract covers general administrative and managerial oversight of the RWD to include – utility billing; account set-up and changes; customer service; general accounting and record keeping; financial reporting and management; assist with Agendas and Board meeting; and assistance with other vendors, contractors, outside agencies on behalf of the RWD.

The term is for one (1) year at \$60,000.00. Either Party may cancel with proper Notice. The Town Administrator and Administrative Clerk will provide the general oversight, financial management, utility billing and representation of RWD to outside groups, vendors, agencies.

FUNDING: None

EXHIBITS: Administrative and Management Services Agreement

RECOMMENDED ACTION: Approve entering into a Contract for Administrative and Managerial Services with Rural Water, Sewer, and Solid Waste Management District No 20, Pittsburgh County.

AGREEMENT FOR
ADMINISTRATIVE SERVICES

THIS AGREEMENT, entered into this ____ day of November, 2023 and covering a period beginning on December 1, 2023 and expiring on November 30, 2024 by and between:

Rural Water, Sewer, and Solid Waste Management District No. 20,
Pittsburg County, Oklahoma (hereinafter called OWNER)
and
The Town of Carlton Landing
(hereinafter called TOWN)

WHEREAS: OWNER is a rural water distribution SYSTEM and serves its customers with water services and wastewater services located in the Town of Carlton Landing, Oklahoma, Pittsburg County (hereinafter called the SYSTEM); and

WHEREAS: OWNER desires that the SYSTEM be administered in the most efficient manner possible, while complying with all applicable laws and ordinances; and

WHEREAS: TOWN has qualified personnel to administer such SYSTEM;

NOW, THEREFORE, in consideration of the promises and terms contained herein, the parties agree as follows:

I. GENERAL

1. It is understood that the relationship of TOWN to the OWNER is that of an independent contractor.
2. All grounds, facilities, equipment, and vehicles now owned by OWNER or acquired by OWNER during the term of this Agreement shall remain the property of the OWNER.
3. This Agreement shall be binding upon the respective successors and assignees of each of the parties hereto; however, assignment under this Agreement without the prior written consent of the OWNER is prohibited.
4. All notices shall be in writing and transmitted by certified mail to the addresses noted in Exhibit A, attached hereto and made a part of this Agreement.
5. This Agreement, states the entire agreement between OWNER and TOWN, supersedes all previous or contemporaneous representations and agreements (whether written or oral) and may be modified only in writing and signed by the parties.
6. This Agreement shall become effective upon approval of the Boards, and execution by the OWNER and TOWN and shall remain in effect for a period of one (1) years, unless terminated earlier pursuant to provisions herein.
7. This Agreement may be terminated for any reason by either party upon giving 90 days

written notice. In the event the Agreement is not formally renewed at its expiration and the parties continue to maintain their management Association; the terms and conditions of the Agreement shall govern the relationship of the parties until renewed or terminated.

II. SCOPE OF SERVICES

TOWN shall:

1. The Town, acting through, the Town Administrator, shall serve as the principal administrator/General Manager of the OWNER. Such administrative services shall include the following and such items within the scope of administration:

- a) Comply with all local, State and Federal laws that pertain to administration of the SYSTEM. This includes requirements of the ODEQ, EPA, USDA, FEMA, ODOT, EEOC, OSHA, Okie One Call and others who are directly related to the successful management and operation. Serving as primary point of contact for customers, outside representatives, State and Federal Agencies, contractors and vendors.
- b) Assist with Mapping Updates and/or mapping services as provided and approved through available software and/or consultant services at the expense of the OWNER.
- c) Review invoices used at the SYSTEM, track utility consumption on a monthly basis and approve for correctness and payment by the OWNER. Periodically review the applicable rate schedules from water providers and operate the SYSTEM to minimize water costs.
- d) Investigate customer complaints relating to the billing on behalf of the OWNER and report all matters of a critical nature to the designated representative in a timely manner.
- e) Attend monthly OWNER board meetings at the request of the OWNER. If requested, take Board Meeting Minutes for Board Approval. Distribute as requested by the Board of Directors.
- f) Provide monthly financial, OWNER information, and accounting reports in accordance with the OWNER's Annual Budget and fee schedules at each monthly Board Meeting. All records and reports shall be made available to the OWNER for review and/or inspection. Annual Audits to be conducted by a professional accounting firm approved by the OWNER and at OWNER's expense. During each monthly Board Meeting provide financial reports as requested by the Directors to include, Monthly Income and Expense Report, Budget Comparison, Aged Accounts Receivable Report, Fund Balances, Customer Disconnect Report, and Collections Report. All account transfers to

Reserve, Debt Service, Replacement or other accounts with prior approval will be provided

- g) Perform customer billing, accept collections and make scheduled deposits to those banking accounts in the name of the OWNER and designated for reserve/replacement, debt payment, operating funds, and surplus funds.
- h) TOWN shall attempt collections of all customer bills issued on behalf of the SYSTEM. However, TOWN will have no liability for those bills deemed by it to be uncollectible. TOWN, will Direct Uncollectable Accounts as requested by the Board to a designated Collections Agency
- i) Take action to comply with and enforce the OWNER Customer Service Agreement Rules and Fee Schedules as adopted by the OWNER. Priority will be given to discontinue water service of those customers for non-payment of past-due customer account balances.
- j) Assist with Annual Budget, preparing Policies and Procedures for approval by the OWNER.
- k) Provide information periodically to the SYSTEM'S website and social media provider for updates and designs.
- l) Provide reliable after - hours answering service with OWNER'S approval and at OWNER's expense.
- m) Administer the SYSTEM subject to any administration procedures currently existing and adopted by the OWNER.
- n) Assist the Owner in goal setting, project management and strategic planning.

OWNER shall:

1. Provide for TOWN use of land, equipment (both heavy and electronic), buildings, structures, inventory of routine administrative and distribution SYSTEM supplies and materials and facilities under OWNER'S control and integral to the routine operation of the SYSTEM. Access to Pittsburgh RWS & SWM District No 20 assets including passwords, keys or other protected property will be made available to TOWN. Also, all financial reports, audit reports, billing reports and all other financial and accounting information as well as customer account information will be made available to TOWN.
2. Obtain and maintain existing license, permits and warranties associated with the SYSTEM.

3. Perform all functions and retain all responsibilities and obligations, related to the SYSTEM, not expressly assumed by TOWN herein.
4. Pay all applicable taxes and similar charges associated with the operation and maintenance of the SYSTEM other than those imposed upon TOWN, for its Administration services.
5. Pay directly for all utilities required for the SYSTEM; all electricity accounts shall remain in consumption and approved for payment by the OWNER.
6. Pay and be responsible for office supplies and expenses directly related to OWNER.
7. At OWNER expense provide the necessary legal representation, professional accounting services, insurance and consulting engineer services for the SYSTEM as required to comply with all statutes, ordinances, rules, and regulations of the various state and federal agencies with respect to the operation of a public water and wastewater SYSTEM, specifically including the United States Department of Agriculture Rural Development and the Oklahoma Department of Environmental Quality.
8. At OWNER expense provide for replacement or renewal of SYSTEM facilities, assets and components.
9. Maintain a Board of Directors in compliance with Title 82 O.S. Section 1324 et. Seq. and its bylaws
10. Continue to perform and maintain its duties and obligations as a Rural Water, Sewer and Solid Waste Management District in compliance with Title 82 O.S. Section 1324 et. Seq., the Open Meeting Act, Open Records Acts and all other applicable State and Federal laws.

III. COMPENSATION

1. Compensation to TOWN under this Agreement shall consist of a monthly fee. The monthly fee is \$5,000.00 per month for billing and administration.
2. OWNER will pay TOWN each month and payment shall be due and payable by the beginning of the month for which services are provided. All other compensation and reimbursements to TOWN are due upon receipt of TOWN invoice and payable within 30 days. If payment is not made within 30 days of the invoice date a 10% late fee will be assessed.

3. Adjustments to the monthly fee shall be reviewed and adjusted annually.

IV. WARRANTY

1. TOWN warrants that it will use all reasonable efforts to administer the SYSTEM in accordance with the Scope of Services set forth in this Agreement and generally accepted industry principles and practices for administration of a similar SYSTEM.
2. TOWN warrants that it will maintain the SYSTEM in accordance with the Scope of Services set forth in this Agreement and generally accepted industry principles and practices for administration of similar SYSTEMs, subject to the condition of the SYSTEM at the time TOWN'S services commenced hereunder.

V. LIABILITY AND INDEMNITY

1. Both parties agree to indemnify and hold each other harmless from liability for bodily injury, including death, and damages to tangible property during the term of this Agreement, to the extent arising from such party's employees and/or subcontractor's gross negligence or willful misconduct. The indemnity shall be limited to the amount of insurance proceeds paid under insurance.
2. Neither party shall be liable for any special, consequential, indirect or incidental damages relating in any way to this Agreement.

VI. INSURANCE

OWNER shall maintain:

1. Statutory Workers Compensation Insurance for all employees.
2. Commercial general liability insurance for bodily injury and property damage claims. Such insurance shall be in total limits of not less than \$1,000,000 each occurrence, and \$2,000,000 in the aggregate and naming the OWNER as an additional insured. TOWN will also provide a fidelity bond covering all individuals that will have access to the OWNERs funds in the amount of \$500,000 for the duration of the contract.
3. Shall be responsible for costs associated with its Directors and Officers liability insurance.

Each party:

1. Shall maintain adequate property insurance for its equipment and real and personal property. OWNER and TOWN and their respective insurers shall waive their rights of subrogation to the other party under this property insurance.

VII. DEFAULT

1. In the event of default on the part of TOWN in complying with the provisions of the Agreement, the OWNER shall forthwith give TOWN written notice of said default. If within thirty (30) days of said written notice TOWN does not comply with the provisions of this Agreement and correct said default, the OWNER may, at its option, unilaterally terminate this Agreement.
2. Default shall be defined as a material failure on the part of TOWN to provide services as listed in Scope of Services.
3. In the event of default on the part of the OWNER in complying with the provisions of the Agreement, the TOWN shall forthwith give OWNER written notice of said default. If within thirty (30) days of said written notice OWNER does not comply with the provisions of this Agreement and correct said default, the Town may, at its option unilaterally terminate this Agreement. OWNER shall be responsible to pay the TOWN for services rendered to date of termination.

VIII. MISCELLANEOUS

1. Rural Water, Sewer, and Solid Waste Management District No 20, Pittsburg County, Oklahoma, is an equal opportunity employer and agrees to comply with all applicable laws.

IN WITNESS WHEREOF all parties have caused this Agreement to be duly executed as of the day and year first above written.

Rural Water, Sewer, and Solid Waste Management District No 20, Pittsburg County, Oklahoma; and, Town of Carlton Landing, Oklahoma.

Signature
Mayor
Town of Carlton Landing

Date

Signature
Chairman
Rural Water and Sewer District, No. 20

Date

EXHIBIT A
NOTICES

A-1. All notices required to be given to Rural Water, Sewer, and Solid Waste Management District No 20, Pittsburg County, Oklahoma shall be addressed as follows:

Rural Water District No. 20, Pittsburg County
44 Water Street
Carlton Landing, OK 74432

B-2. All notices required to be given to TOWN shall be addressed as follows:

Town of Carlton Landing
44 Water Street
Carlton Landing, Oklahoma 74432

Item No. _____

Date: November 18, 2023

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, discuss, and possibly approve, amend, revise, or deny Concessionaire Agreement with Hidden Pine, LLC for Camping sites; Nature Trails, maintaining Courtesy Dock and WIBIT water equipment, or take any other appropriate action.

INITIATOR: Greg Buckley, Town Administrator

STAFF INFORMATION SOURCE: Greg Buckley, Town Administrator

BACKGROUND: The Town of Carlton Landing has a Master Lease Agreement, DACW56-1-15-268, with the Department of Army, Corp of Engineers. The Lease outlines certain activities the Town will develop and or provide on the leased premises. Some of those activities include camping, nature trails, and WIBIT or water activities. Hidden Pine, LLC. approached the Town regarding a sublease to provide these types of services. Hidden Pine, LLC is owned and operated by Daryl Neito.

The term of the Concessionaire Agreement will be November 2023 to the end of the Master Lease in 2040. The compensation to the Town will be the collection and remittance of Sales/use tax and lodging tax as applicable. Hidden Pine, LLC will be responsible for all costs and expenses of any improvements necessary to provide specified activities. In addition, the Agreement allows for the building and operating of a camp store, RV sites, as well as the maintenance and upkeep of the courtesy dock. The Agreement includes timeframes for the completion of activities with penalty for failing to meet the timeframes.

FUNDING: None

EXHIBITS: Concessionaire Agreement, Exhibit A

RECOMMENDED ACTION: Approve Concessionaire Agreement with Hidden Pine, LLC for Camping sites; Nature Trails, maintaining Courtesy Dock and WIBIT water equipment.



**Town of Carlton
Landing Concession
Agreement for
HIDDEN PINE OF
CARLTON LANDING**

Whereas: The Town of Carlton Landing, a public municipality located in Pittsburg County, Oklahoma (the "Town") is committed to providing excellent and varied services and amenities to its residents and visitors. The Town Trustees have determined it to be advantageous to enter into agreements with concessionaires interested in providing facilities and/or services on public lands either owned by the Town or leased from the United States Army Corps of Engineers (the "Corps"). Through Lease DACWSG-1-15-268 (the "Master Lease"), the Town leased 420 acres of federal land from the Corps. And whereas, on Page 4, Section 9 of the Master Lease, the Town is authorized to provide facilities and services within according to the Use Plan and Development Plan of the Master Lease and said facilities and/or services may be provided by the Town directly **or** through concession agreements which must be reviewed and approved by the Corps.

It is understood that this Concession Agreement for Hidden Pine Recreational Services (the "Concession Agreement") is granted subject to all provisions of the Master Lease and that this Concession Agreement is null and void without written approval of the Corps. The Town will not allow any third-party activities which would give the third party an undue economic advantage or circumvent the intent of the Use Plan and/or the Development Plan as found in the Master Lease and as amended by written agreement between the Town and the Corps.

Therefore:

The Town enters into this Concession Agreement with Hidden Pine Recreational Services, LLC, an Oklahoma limited liability company (the "Concessionaire") to operate a Recreational Service Business in accordance with the Use Plan of the Master Lease. It is mutually agreed by and between the Town and the Concessionaire as follows:

Section 1. Term

The term of this Agreement shall commence on the 1st day of December 2023, and end on the 14th day of June, 2040, both dates inclusive. The terms of this Concession Agreement may be further extended by mutual agreement of both the Town and the Concessionaire. In the event that the term of the Master Lease is extended, this Concession Agreement shall automatically extend in the same manner so that the last date of the term of this Concession Agreement is equal to the last date of the term of the Master Lease. Except in the situation when the Town requests an Audit (as in the below Section "Accounts and Records"), the Concessionaire shall within thirty (30) days of expiration of the lease, remove from the Subleased Premises or otherwise dispose of all property belonging to the Concessionaire located on said Subleased Premises. Should the Concessionaire fail to remove or dispose of the Concessionaire's property, the Town may consider such property abandoned and may dispose of the same and invoice the Concessionaire for the cost of the disposal. Also, at the expiration or termination of this Concessionaire Agreement, the Concessionaire shall quit and surrender the Subleased Premises, leaving any real property improvements in a good state of repair, damage by matters over which the Concessionaire has no control excepted, provided that such exculpatory provision shall not extend to any risk against which the Town is required to insure.

Section 2. Condition of the Subleased Premises

The taking of possession of the subject Subleased Premises by the Concessionaire, shall, in itself, constitute acknowledgment that the subject Subleased Premises are in good and tenable condition. The Concessionaire agrees to accept said Subleased Premises in their presently existing condition, "as is", and the Town of Carlton Landing shall not be obligated to make any alterations, additions, or betterment thereto.

Section 3. Rent and Fees

~~Due to the fact that~~ the Concessionaire is acting ~~in accordance~~ to satisfy ~~the COE~~ some and or parts of the Towns Master Lease requirement with the Corps of Engineers request to fulfill a plan not set forth by the Concessionaire, the consideration related to this Concessionaire Agreement shall be the lodging tax and sales/use tax generated from services or sales generated on the leased premises of the term. ~~If the Concessionaire fails to complete an activity use within the identified timeframe listed in Section 5, the Concessionaire shall pay the Town a fee of \$100.00 per month until said use is brought into compliance. The \$100.00 fee shall be applied to each activity use not in compliance. The Town reserves the right to initiate Non-Compliance Notification for Performance as provided in Section 8 after six months or more than one use activity is out of compliance.~~

If the Concessionaire is prevented from carrying on the operation ~~or part thereof~~ contemplated in this Agreement by reason of an Act of God, ~~then the fee paid by the Concessionaire rental~~ shall be abated for such period of non-operation of that portion of the leased premises. If more than one party is named in this Agreement as Concessionaire, the obligations of said parties shall be joint and severable obligations.

Section 4. Accounts and Records

The Concessionaire shall keep true and accurate books and records showing all of its business transactions and separate records of account, in a manner acceptable to the Town. The Town

and any appropriate state and/or federal entity shall have the right, through its representative including the Oklahoma State Auditor and Inspector and at all reasonable times, including the seven (7) year period following the termination of this Agreement, to inspect and copy such books, documents, records, tax records, accounting procedures and practices and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

The Concessionaire shall install and maintain such cash register equipment as may be deemed necessary by Town.

Upon request of the Town, the Concessionaire shall submit a copy of the Concessionaire's Federal Income Tax Return and a profit and loss statement pertaining to the business in this Concession Agreement for whatever year(s) requested by, to the Town. In the event this Concession Agreement is terminated, a profit and loss statement for the period of operation not previously reported, prepared by a public accountant or a certified public accountant licensed by the State of Oklahoma and at the Concessionaire's expense, shall be submitted to the Town within forty-five (45) days after this Concession Agreement is terminated.

In the event of termination of this Concessionaire Agreement, no personal assets on the Subleased Premises related to this Concessionaire Agreement may be removed at the expiration or termination of this Concessionaire Agreement until all commissions/fees/taxes owed are paid to the Town, and a final audit has been conducted.

Section 5. Use of the Premises

The Concessionaire shall use the premises hereby let, identified on the Exhibit A, to provide services, including but not limited to:

Minimum Activities Required by the Concessionaire during the lease period following all federal, state, and local ordinances, statutes, rules & regulations:

1. Build and maintain nature trails. Nature trails will not be built of impermeable materials to meet the requirements of the Corps of Engineers. Initial building of trails to begin within six (6) months with trails operational and open for use within eight (8) months.
2. Build and operate camp office/store and restroom facilities to include the sale of food, refreshments, fishing tackle, bait, fishing licenses and camp related supplies.
3. To be completed and operational within twenty-four (24) months.
4. Coordinate the construction and leasing operations of camping facilities, to include glamping and natural camp sites. Available camping sites to be available for rental within twenty-four (24) months.
5. Furnish, operate, and maintain WIBIT like structures, sail boats, and/or other watercraft. WIBIT like structure to be open and operational within eighteen (18) months.
6. Management of the Courtesy Dock's right of use, maintenance, and security for public day use and access.
7. Build, maintain, and operate RV sites. Building of RV sites to begin within 48 months and available for rental within sixty (60) months.

All above time frames to be determined from Execution Date of this Agreement.

Optional Activities That May Be Offered by the Concessionaire:

1. Chartering of dinner sailing cruises on the lake. Sailing school/camp.
2. Sale of miscellaneous gear, equipment, and other camping and outdoor related products.
3. Building, maintenance, and operations of floating cabins

The Concessionaire shall not use or permit the premises to be used for any other purpose or purposes without written permission from the Town. The hours of operation shall be posted in a conspicuous place on or near the entrances of the business.

The Concessionaire shall annually provide written hours of operation to the Town for each separate business activity, to include seasonal hours if different from year-round hours, by January 31 of each year. Hours of operation may be changed by Concessionaire upon written notice to the Town. Any proposed change in the hours or days of operation must be submitted to the Town for approval. The Concessionaire may remain open on other dates with the concurrence of the Town.

The Concessionaire agrees to maintain and operate such Subleased Premises and areas adjacent to such Subleased Premises to a distance not less than fifty (50) feet, in a clean, safe, wholesome and sanitary condition, free of trash, garbage or other obstructions, mowed and trimmed, and in compliance with any and all Town, state and federal laws, and general rules or regulations of any governmental authority.

The Concessionaire may submit a request, in writing, for a modification, adjustment, or removal to the minimum Activity requirement listed in Section 5. The written request shall specify the Activity; the modification, adjustment or for the Activity to be removed from the Agreement; and reason or purpose for the modification, adjustment, or removal. Upon receipt of the written request the Town shall consider an amendment to the Concessionaire Agreement and provide written Notice of its agreement to amend the Concessionaire Agreement or denial of the request.

Section 6. Utilities

The Concessionaire shall be responsible for the payment of all utility charges. The Concessionaire shall also be responsible for all refuse and garbage containers, and the removal and disposal of all rubbish, refuse, and garbage resulting from its' business operations.

Section 7. Improvements and Maintenance

Title to Improvements

The Concessionaire hereby acknowledges the title of the Town in the Subleased Premises pertaining to this Concession Agreement, including real property improvements existing or erected thereon, and agrees to cooperate and protect said improvements from damage. Title to personal property provided by the Concessionaire shall remain in the name of the Concessionaire.

Maintenance of Improvements

The Concessionaire agrees to maintain any and all business facilities in good order and repair, at his/her own expense, during the entire term of this Concession Agreement. The Concessionaire shall, at his/her own expense, perform any required maintenance and repairs, including structural maintenance to the improvement. Should the Concessionaire fail, neglect, or refuse to do so, the Town may perform such maintenance or repair after providing proper Notice as provided in Section 8 and the Concessionaire shall reimburse the Town for the cost thereof within fifteen (15) days of Notice to the Concessionaire. provided that the Town shall first give the Concessionaire ten (10) days written notice, as provided in Section 8, of its' intention to perform such repair or maintenance so as to enable the Concessionaire to proceed at his/her own expense. The Town is not obligated to perform any repairs or maintenance and has the option to terminate this Concession Agreement if the

Concessionaire fails to maintain the Subleased Premises in an acceptable condition.

Section 8. Performance of Contract

Any violation by the Concessionaire of the terms of this Concession Agreement shall be grounds for termination of this Agreement by the Town. Notice of the violation shall be provided to the Concessionaire along with a time period within which the Concessionaire shall remedy the violation which shall not be less than sixty (60) days. If the violation is not cured, this Concession Agreement may be terminated by the Town provided that thirty (30) days written notice of termination is given to the Concessionaire.

Section 9. Liability and Property and Casualty Insurance

The Concessionaire shall maintain public liability insurance naming both the Concessionaire and the Town as named insured from a duly licensed insurance company within the State of Oklahoma, acceptable to the State, providing for minimum limits of:

\$1,000,000.00 Combined Limit for General Liability

The Concessionaire shall maintain property and casualty insurance to the full deductible amount as specified by the Town. A copy of the insurance policy shall be furnished the Town within thirty (30) days of the commencement of this Concession Agreement. **The Concessionaire shall annually provide an updated and current copy of the insurance policy or any time the Concessionaire changes insurance providers.**

In addition, the Concessionaire agrees to indemnify and hold harmless the Town from all loss or damage to any person, or to the property of any person including **Town State**, arising in connection with the operation of the business. Lessee further agrees to pay any costs and attorney fees incurred by the **Town State**, its department or agents in defense of any such actions.

Section 10. Inspection of Premises

The Town hereby reserves the right to enter upon the Subleased Premises occupied by the Concessionaire at any reasonable time to inspect the same.

Section 11. Applicable Laws

The Concessionaire shall comply with all local, state, and federal laws and regulations, statutes, and ordinances.

Section 12. Non-Discrimination

The Concessionaire and his/her employees shall not discriminate against any person by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public based on any protected class as defined by Federal Law, including race, religion, color, gender, disability, familial status or national origin or **other Federally protected class**. In addition thereto, the Concessionaire will not discriminate against any employee of applicant for employment because of any protected class as defined by Federal Law, including race, religion, color, gender, disability, familial status, or national origin **other Federally protected class**.

Section 13. Assignments and Subleases

The Concessionaire must obtain written authorization from the Town before he/she assigns,

subleases, or conveys any interest granted by this Concession Agreement. The Concessionaire must be the operator of Hidden Pine Recreational Services, LLC. The Concessionaire's interest hereunder shall not be assignable in bankruptcy nor by operation of law. Any document by which an interest is granted shall indicate that the person acquiring the interest takes such interest subject to the terms of this Concession Agreement **and approval by the Town**. The Town may prescribe the conditions of assignment.

Section 14. Agent for Service of Process

It is expressly agreed that if the Concessionaire ceases to be a resident of the State of Oklahoma, then the Concessionaire shall file with the Town a designation of a natural person residing in Oklahoma with that person's address, as his/her agent for the purpose of service of process in any court action between the Concessionaire and the Town. The Concessionaire shall keep the Town informed of any change of mailing address.

Section 15. Time of Essence

Time shall be of the essence in the performance of the terms of this Concession Agreement. Upon the death of the party or parties signing this Concession Agreement, the Town may recognize the heir or heirs as being the Concessionaire(s). The heirs may sign an agreement with the Town to operate the business for the duration of the current contract, providing that all stipulations in the contract can be met by that person or persons. The heirs must be of legal age and able to enter into an agreement.

Section 16. Taxes

The Concessionaire agrees to pay all lawful taxes, including any tourism tax; assignment; or charges which, at any time, may be levied by the State, County, and Town. In addition he/she agrees to pay any tax or assessment levied upon any interest in this Concession Agreement, or any possessory right which the Concessionaire may have in or on the Subleased Premises covered hereby, or the improvements thereon, by reason of its' use or occupancy thereof, or otherwise. The Concessionaire also agrees to pay all lawful taxes on goods, merchandise, fixtures, appliances, equipment and property owned by him/her in or about said premises.

Section 17. Approval of Contract

It is understood that the Concessionaire is subject to all terms and conditions thereof between the Town, the Corps, or the Bureau of Reclamation, in any area owned by the Corps or the Bureau of Reclamation and leased by the Town. This Agreement shall not become effective unless it is accepted and approved in writing by the above as indicated.

Section 18. Professional Conduct

The Concessionaire will conduct his or her business in a professional manner at all times, and his or her employees are expected to do likewise. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on the Town or its holdings, will be documented by the Town and the Concessionaire shall be notified of said incident. In such event, the Concessionaire commits to use every good faith effort to remedy the situation so that such an incident is not repeated.

Section 19. Disabled Accessibility

~~Prior to executing this Concession Agreement,~~ the Town may inspect the Subleased Premises to

ensure that all construction is in a manner which reasonably accommodates accessibility for disabled individuals.

Section 20. Facility Construction and Improvement Plan Review

All modifications to existing facilities or new construction associated with this Concessionaire Agreement shall be reviewed by the Town for sensitivity of design as relates to the Town's desire to maintain the appearance of the Town and the Leased Premises as defined in the Master Lease. The Concessionaire shall prepare and submit all plans and specifications for construction or improvements to be reviewed and approved by the Town's ~~Planning Commission~~ for compliance with federal, state, and local codes and requirements.

Section 21. Modifications

This Concessionaire Agreement contains the entire agreement between the Town and Concessionaire and no modification of this Concession Agreement, or waiver, or consent hereunder shall be valid unless the same is in writing, signed by the Town and Concessionaire or by duly authorized representative(s) and approved by the Corps of Engineers, as necessary. This provision shall apply to this clause as well as other conditions of this Concessionaire Agreement.

Section 22. Independent Contractor

The Concessionaire shall be an independent contractor. Nothing contained in this Concessionaire Agreement shall be construed to create a partnership or joint venture or an employment relationship between the Town and the Concessionaire or their successors in interest.

Section 23. Application For Lease Concession Renewal, Extension, or Assignment

The Concessionaire agrees to use an application process established by the Town as part of the requirements associated with an extension, renewal, assignment, or other request as authorized under the Concessionaire Agreement Sections 1 and 14 entitled Terms, and Assignments and Subleases.

(Signature Blocks on the following page.)

11

IN WITNESS WHEREOF, the parties hereto have cause these presents to be executed this _____
20th day of _____, 2023 ~~May~~, 2017.

THE TOWN OF CARLTON LANDING, OKLAHOMA

Signed: _____

By: _____

HIDDEN PINE RECREATIONAL SERVICES LLC, an Oklahoma Limited Liability Company

Signed: _____

By: _____

Notary

**CARLTON
LANDING**

LEASED PREMISES SITE PLAN

approx. scale:
1" = 700'



Exhibit A

Area 2

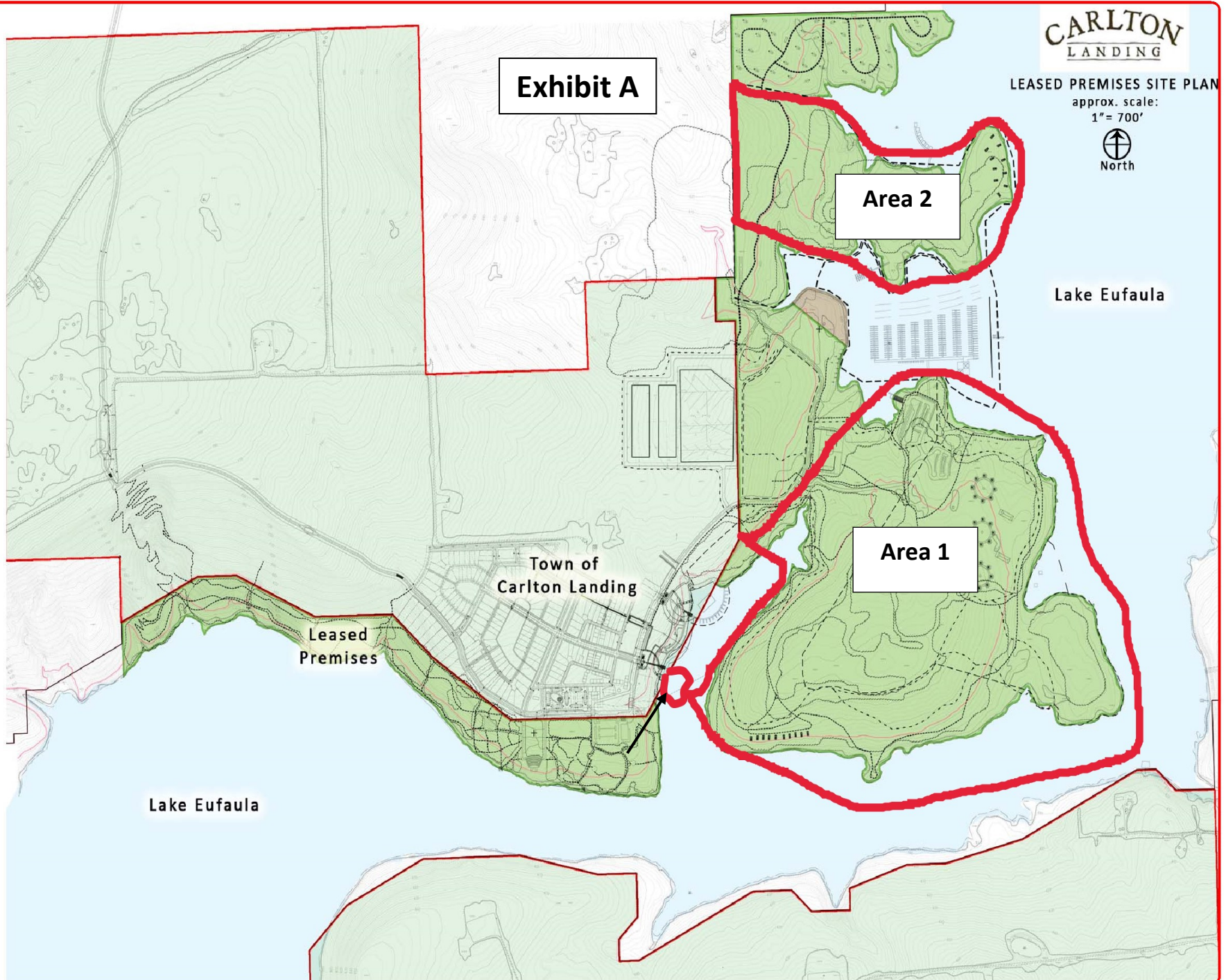
Lake Eufaula

Area 1

Town of
Carlton Landing

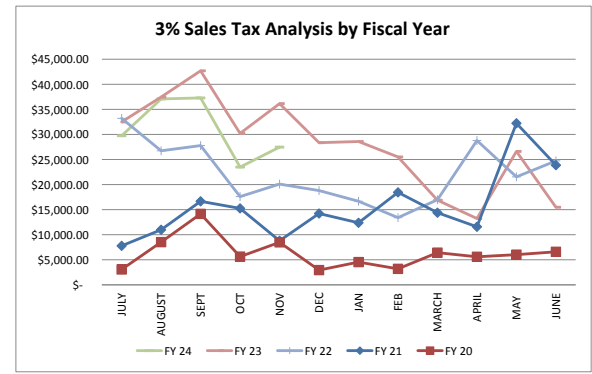
Leased
Premises

Lake Eufaula



**TOWN OF CARLTON LANDING
SALES TAX COLLECTIONS**

	<u>JULY</u>	<u>AUGUST</u>	<u>SEPT</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>TOTALS</u>
FY 24	\$ 29,736.65	\$ 37,081.03	\$ 37,286.79	\$ 23,484.98	\$ 27,472.79								\$ 155,062.24
FY 23	\$ 32,499.83	\$ 37,461.11	\$ 42,690.75	\$ 30,204.63	\$ 36,148.41	\$ 28,352.24	\$ 28,588.22	\$ 25,509.72	\$ 16,883.51	\$ 13,225.81	\$ 26,618.84	\$ 15,477.83	\$ 333,660.90
FY22	\$ 33,205.30	\$ 26,739.30	\$ 27,778.11	\$ 17,599.62	\$ 20,093.03	\$ 18,805.23	\$ 16,669.69	\$ 13,403.28	\$ 16,978.58	\$ 28,789.33	\$ 21,537.34	\$ 24,724.76	\$ 266,323.57
FY21	\$ 7,780.42	\$ 10,987.42	\$ 16,659.44	\$ 15,249.30	\$ 8,792.06	\$ 14,225.44	\$ 12,374.07	\$ 18,444.22	\$ 14,390.75	\$ 11,578.57	\$ 32,227.87	\$ 23,870.40	\$ 186,579.96
FY20	\$ 3,067.59	\$ 8,520.10	\$ 14,155.52	\$ 5,628.66	\$ 8,477.29	\$ 2,939.35	\$ 4,537.13	\$ 3,188.78	\$ 6,419.86	\$ 5,595.92	\$ 6,020.78	\$ 6,589.58	\$ 75,140.56
FY19	\$ 8,070.42	\$ 13,116.45	\$ 7,242.33	\$ 16,914.86	\$ 11,104.80	\$ 13,214.80	\$ 6,638.89	\$ 6,335.74	\$ 8,803.50	\$ 3,763.47	\$ 4,516.85	\$ 6,346.49	\$ 106,068.60
FY18	\$ 10,565.93	\$ 11,304.10	\$ 14,205.42	\$ 10,281.23	\$ 12,606.99	\$ 11,481.49	\$ 7,003.16	\$ 8,229.47	\$ 7,767.43	\$ 5,982.22	\$ 9,944.07	\$ 7,985.29	\$ 117,356.80
FY17	\$ 7,479.32	\$ 6,320.67	\$ 9,864.58	\$ 12,332.60	\$ 12,558.21	\$ 13,933.97	\$ 12,932.01	\$ 7,767.94	\$ 17,407.20	\$ 10,848.10	\$ 14,906.00	\$ 7,974.32	\$ 134,324.92



USE TAX COLLECTIONS

	<u>JULY</u>	<u>AUGUST</u>	<u>SEPT</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>TOTALS</u>
FY 24	\$ 1,807.68	\$ 1,559.96	\$ 1,129.77	\$ 1,567.42	\$ 828.84								\$ 6,893.67
FY 23	\$ 1,065.28	\$ 882.34	\$ 1,359.64	\$ 1,147.96	\$ 1,458.21	\$ 1,820.58	\$ 1,529.77	\$ 1,544.36	\$ 1,235.80	\$ 1,745.93	\$ 1,303.59	\$ 1,167.00	\$ 16,260.46
FY22	\$ 985.86	\$ 1,463.42	\$ 343.94	\$ 1,165.01	\$ 715.56	\$ 1,058.05	\$ 685.52	\$ 1,234.03	\$ 779.74	\$ 1,061.12	\$ 1,305.58	\$ 575.80	\$ 11,373.63
FY21	\$ 714.83	\$ 569.76	\$ 313.48	\$ 228.44	\$ 424.74	\$ 559.76	\$ 579.16	\$ 957.30	\$ 867.27	\$ 921.44	\$ 711.20	\$ 1,154.16	\$ 8,001.54
FY20								\$ 34.13	\$ 651.90	\$ 788.30	\$ 402.88	\$ 1,877.21	

LODGING TAX COLLECTIONS

	<u>JULY</u>	<u>AUGUST</u>	<u>SEPT</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>TOTALS</u>
FY 24	\$ 7,232.32	\$ 15,824.49	\$ 20,223.40	\$ 10,877.93	\$ 10,409.19								\$ 64,567.33
FY 23	\$ 6,831.18	\$ 15,434.04	\$ 18,219.98	\$ 8,483.01	\$ 5,631.71	\$ 6,061.89	\$ 4,651.10	\$ 3,208.16	\$ 2,174.31	\$ 1,121.75	\$ 6,553.97	\$ 3,189.92	\$ 81,561.02
FY22	\$ 5,672.25	\$ 12,679.63	\$ 15,631.81	\$ 9,357.10	\$ 6,728.99	\$ 6,713.56	\$ 3,463.33	\$ 3,097.16	\$ 1,664.17	\$ 1,858.14	\$ 5,478.61	\$ 2,963.09	\$ 75,307.75
FY21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,753.09	\$ 4,547.48	\$ 1,912.94	\$ 1,856.63	\$ 408.92	\$ 5,277.35	\$ 3,009.90	\$ 22,766.31

Statement of Revenue and Expenditures

		Current Period Oct 2023 Actual	Year-To-Date Jul 2023 Oct 2023 Actual	Annual Budget Jul 2023 Jun 2024	Annual Budget Jul 2023 Jun 2024 Variance	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures						
Revenue						
Non-Departmental Revenues						
Budget Carryover						
3999	Fund Balance Carryover	0.00	0.00	56,829.00	56,829.00	0.00%
Total Budget Carryover		\$0.00	\$0.00	\$56,829.00	\$56,829.00	
Other Revenue						
4012	Alcohol Beverage Tax	100.12	432.14	800.00	367.86	54.02%
4100	Building Permits/Inspection Fe	1,708.58	5,462.33	23,580.00	18,117.67	23.17%
4105	Business License and Permits	96.50	1,568.07	200.00	(1,368.07)	784.04%
4210	Donations	0.00	0.00	60,000.00	60,000.00	0.00%
4011	Lodging Tax	10,877.93	54,158.14	48,000.00	(6,158.14)	112.83%
4500	Miscellaneous Revenue	14,304.97	66,131.79	60,000.00	(6,131.79)	110.22%
4015	Pittsburgh County Sinking Fund	0.00	1,232.92	55,600.00	54,367.08	2.22%
4000	Sales Tax	23,750.17	128,377.12	200,000.00	71,622.88	64.19%
9002	Transfer IN from TIF	0.00	45,255.74	120,148.00	74,892.26	37.67%
4005	Use Tax	1,567.42	6,064.83	8,000.00	1,935.17	75.81%
4010	Utility Tax	4,169.39	6,703.16	12,000.00	5,296.84	55.86%
Total Other Revenue		\$56,575.08	\$315,386.24	\$588,328.00	\$272,941.76	
Non-Departmental Revenues Totals		\$56,575.08	\$315,386.24	\$645,157.00	\$329,770.76	
Revenue		\$56,575.08	\$315,386.24	\$645,157.00	\$329,770.76	
Gross Profit		\$56,575.08	\$315,386.24	\$645,157.00	\$0.00	
Expenses						
Administration						
Personal Services						
5020	Employer Paid Insurance	1,641.28	8,179.88	27,420.00	19,240.12	29.83%
5025	Employer Retirement Contributi	1,397.87	6,274.17	18,150.00	11,875.83	34.57%
5000	Salaries	13,653.84	61,442.28	181,500.00	120,057.72	33.85%
5010	Social Security	1,065.31	4,783.50	14,183.00	9,399.50	33.73%
5015	Unemployment Tax	0.00	0.00	3,708.00	3,708.00	0.00%
5030	Vehicle/Cell Allowance	324.85	1,299.40	3,900.00	2,600.60	33.32%
Total Personal Services		\$18,083.15	\$81,979.23	\$248,861.00	\$166,881.77	
Materials & Supplies						
5510	Building Maintenance & Repairs	0.00	80.00	320.00	240.00	25.00%
5530	Miscellaneous	0.00	0.00	100.00	100.00	0.00%
5500	Office Supplies	474.31	691.01	1,200.00	508.99	57.58%
5520	Software Programs/ Services	0.00	119.88	345.00	225.12	34.75%
Total Materials & Supplies		\$474.31	\$890.89	\$1,965.00	\$1,074.11	
Other Services						
6035	Dues & Memberships	0.00	0.00	1,380.00	1,380.00	0.00%
6015	Insurance	0.00	0.00	570.00	570.00	0.00%
6005	Rent	1,198.60	1,776.07	5,820.00	4,043.93	30.52%
6040	School, Training, Travel	1,685.44	1,905.78	6,000.00	4,094.22	31.76%
6000	Utilities	203.00	1,266.65	4,363.00	3,096.35	29.03%
Total Other Services		\$3,087.04	\$4,948.50	\$18,133.00	\$13,184.50	
Administration Totals		\$21,644.50	\$87,818.62	\$268,959.00	\$181,140.38	
General Government						
Personal Services						
5000	Salaries	0.00	0.00	3,600.00	3,600.00	0.00%
5010	Social Security	0.00	0.00	275.00	275.00	0.00%

Statement of Revenue and Expenditures

		Current Period Oct 2023 Oct 2023 Actual	Year-To-Date Jul 2023 Oct 2023 Actual	Annual Budget Jul 2023 Jun 2024	Annual Budget Jul 2023 Jun 2024 Variance	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures						
Expenses						
General Government						
Personal Services						
5015	Unemployment Tax	0.00	0.00	72.00	72.00	0.00%
Total Personal Services		\$0.00	\$0.00	\$3,947.00	\$3,947.00	
Materials & Supplies						
5510	Building Maintenance & Repairs	0.00	0.00	2,500.00	2,500.00	0.00%
5530	Miscellaneous	0.00	0.00	1,460.00	1,460.00	0.00%
5500	Office Supplies	0.00	75.48	1,500.00	1,424.52	5.03%
5505	Postage	0.00	0.00	600.00	600.00	0.00%
5520	Software Programs/ Services	1,096.00	3,580.00	7,480.00	3,900.00	47.86%
Total Materials & Supplies		\$1,096.00	\$3,655.48	\$13,540.00	\$9,884.52	
Other Services						
6030	Community Support Agreements	8,740.00	23,000.00	39,000.00	16,000.00	58.97%
6035	Dues & Memberships	31.98	597.97	3,555.00	2,957.03	16.82%
6015	Insurance	0.00	0.00	5,500.00	5,500.00	0.00%
6800	Office/Gen Administrative Exp	0.00	0.00	17,500.00	17,500.00	0.00%
6020	Professional Services	10,248.00	27,285.26	59,300.00	32,014.74	46.01%
6010	Publication & Notice Expense	259.00	297.85	2,500.00	2,202.15	11.91%
6045	Road & Trail Maintenance	706.80	3,987.00	26,696.00	22,709.00	14.93%
6040	School, Training, Travel	0.00	0.00	2,500.00	2,500.00	0.00%
6000	Utilities	0.00	0.00	1,000.00	1,000.00	0.00%
6050	Website Expense	0.00	0.00	4,000.00	4,000.00	0.00%
Total Other Services		\$19,985.78	\$55,168.08	\$161,551.00	\$106,382.92	
Capital Outlay						
7010	Projects	3,760.00	15,700.00	100,829.00	85,129.00	15.57%
Total Capital Outlay		\$3,760.00	\$15,700.00	\$100,829.00	\$85,129.00	
Debt Service						
8000	GO Bond Payments	0.00	0.00	55,600.00	55,600.00	0.00%
8500	Interest Expense	114.55	379.50	0.00	(379.50)	0.00%
Total Debt Service		\$114.55	\$379.50	\$55,600.00	\$55,220.50	
Transfers Out						
9503	Transfer OUT to Reserve Fund	0.00	0.00	20,000.00	20,000.00	0.00%
Total Transfers Out		\$0.00	\$0.00	\$20,000.00	\$20,000.00	
General Government Totals		\$24,956.33	\$74,903.06	\$355,467.00	\$280,563.94	
TIF Projects						
Capital Outlay						
7161	2021 Rev Bond- Stephens Road	399.99	399.99	0.00	(399.99)	0.00%
Total Capital Outlay		\$399.99	\$399.99	\$0.00	(\$399.99)	
TIF Projects Totals		\$399.99	\$399.99	\$0.00	(\$399.99)	
Expenses		\$47,000.82	\$163,121.67	\$624,426.00	\$461,304.33	
Revenue Less Expenditures		\$9,574.26	\$152,264.57	\$20,731.00	\$0.00	
Net Change in Fund Balance		\$9,574.26	\$152,264.57	\$20,731.00	\$0.00	
Fund Balances						
Beginning Fund Balance		1,242,452.45	1,099,762.14	0.00	0.00	0.00%
Net Change in Fund Balance		9,574.26	152,264.57	20,731.00	0.00	0.00%
Ending Fund Balance		1,252,026.71	1,252,026.71	0.00	0.00	0.00%

General Fund
Income Statement
10/1/2023 to 10/31/2023

Oct 2023
Oct 2023
Actual

Revenue

Other Revenue

Sales Tax	23,750.17
Use Tax	1,567.42
Utility Tax	4,169.39
Lodging Tax	10,877.93
Alcohol Beverage Tax	100.12
Building Permits/Inspection Fe	1,708.58
Business License and Permits	96.50
Miscellaneous Revenue	14,304.97

Revenue	\$56,575.08
Gross Profit	\$56,575.08

Expenses

Personal Services

Salaries	13,653.84
Social Security	1,065.31
Employer Paid Insurance	1,641.28
Employer Retirement Contributi	1,397.87
Vehicle/Cell Allowance	324.85

Materials & Supplies

Office Supplies	229.37
Software Programs/ Services	1,096.00

Other Services

Utilities	203.00
Rent	1,198.60
Publication & Notice Expense	259.00
Professional Services	10,248.00
Community Support Agreements	8,740.00
Dues & Memberships	31.98
School, Training, Travel	1,685.44
Road & Trail Maintenance	706.80
Office/Gen Administrative Exp	244.94

Capital Outlay

Projects	3,760.00
2021 Rev Bond- Stephens Road	399.99

Debt Service

Interest Expense	114.55
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Expenses	\$47,000.82
Income (Loss) From Operations	\$9,574.26
Net Income (Loss)	\$9,574.26

Report Options

Period: 10/1/2023 to 10/31/2023
Display Level: Level 3 Accounts
Display Account Categories: Yes
Display Subtotals: None
Reporting Method: Accrual
Fund: General Fund
Include Accounts: Accounts With Activity

General Fund
Bank Register
10/1/2023 to 10/31/2023

Transaction Date	Transaction Number	Name / Description	Deposit Date	Deposit Number	Receipts & Credits	Checks & Payments	Balance
1000 Town of CL Checking 9683							
		Beginning Balance			0.00	0.00	790,307.72
10/3/2023	R-00503	State of Oklahoma, State			13,952.97	0.00	804,260.69
10/4/2023	EFT	RWS Cloud Services			0.00	96.00	804,164.69
10/4/2023	R-00506	Grace Griffin			48.25	0.00	804,212.94
10/5/2023	R-00507	Anchor Homes			228.86	0.00	804,441.80
10/6/2023	R-00511	Oklahoma Tax Commission			1,567.42	0.00	806,009.22
10/6/2023	R-00510	Oklahoma Tax Commission			10,877.93	0.00	816,887.15
10/6/2023	R-00509	Oklahoma Tax Commission			23,484.98	0.00	840,372.13
10/6/2023	R-00508	Ainslee Crum			48.25	0.00	840,420.38
10/6/2023	1548	Greg Buckley -			0.00	514.00	839,906.38
10/6/2023	1547	CSA Software			0.00	183.19	839,723.19
10/6/2023	1546	OPEH&W			0.00	1,694.38	838,028.81
10/6/2023	1544	McAlester News Capital			0.00	259.00	837,769.81
10/6/2023	1543	Kiamichi Electric			0.00	106.00	837,663.81
10/6/2023	1542	Dr Jan Summers			0.00	300.00	837,363.81
10/6/2023	1541	Cross Telephone Co			0.00	97.00	837,266.81
10/6/2023	1540	CivicPlus LLC			0.00	1,000.00	836,266.81
10/6/2023	1539	Carlton Landing Academy			0.00	2,560.00	833,706.81
10/10/2023	R-00523	Oklahoma Tax Commission			265.19	0.00	833,972.00
10/10/2023	R-00514	OMAG			40.00	0.00	834,012.00
10/10/2023	R-00513	Pittsburg County Clerk			100.12	0.00	834,112.12
10/11/2023	R-00515	George Chinnici			312.00	0.00	834,424.12
10/12/2023	R-00518	Kerney Homes			228.86	0.00	834,652.98
10/12/2023	EFT	Oklahoma Tax Commission			0.00	759.00	833,893.98
10/12/2023	EFTPS	EFTPS			0.00	5,160.22	828,733.76
10/13/2023	R-00517	Kiamichi Electric			4,169.39	0.00	832,903.15
10/13/2023	R-00516	Stacked Flats Condo			236.00	0.00	833,139.15
10/13/2023	1554	OkMRF			0.00	3,120.85	830,018.30
10/13/2023	1553	Oklahoma Uniform Building			0.00	48.00	829,970.30
10/13/2023	1552	Landmark			0.00	706.80	829,263.50
10/13/2023	1551	Anne Marie Elfrink, MS			0.00	7,700.00	821,563.50
10/13/2023	1550	Dan Hurd			0.00	1,600.00	819,963.50
10/13/2023	1549	Carlton Landing Academy			0.00	6,500.00	813,463.50
10/13/2023	A-10120	Amanda K Harjo			0.00	1,584.01	811,879.49
10/13/2023	A-10119	James G Buckley			0.00	3,671.53	808,207.96
10/16/2023					0.00	75.55	808,132.41

General Fund
Bank Register
10/1/2023 to 10/31/2023

Transaction Date	Transaction Number	Name / Description	Deposit Date	Deposit Number	Receipts & Credits	Checks & Payments	Balance
10/17/2023	EFT	Kenneth Lynch & Sons			0.00	3,760.00	804,372.41
10/18/2023	EFT	Elan Financial Services			0.00	2,887.19	801,485.22
10/19/2023	R-00519	Born Again Restored LLC			228.86	0.00	801,714.08
10/20/2023	1555	Cartridge Word Tulsa			0.00	244.94	801,469.14
10/27/2023	1556	Kay Robbins Wall			0.00	600.00	800,869.14
10/27/2023	A-10122	Amanda K Harjo			0.00	1,584.01	799,285.13
10/27/2023	A-10121	James G Buckley			0.00	3,469.67	795,815.46
10/31/2023	VOID 1484	Carlton Landing			320.00	0.00	796,135.46
10/31/2023	R-00520	Clay Chapman			786.00	0.00	796,921.46
1000 Town of CL Checking 9683 Totals					\$56,895.08	\$50,281.34	\$796,921.46
1010 2018 GO Bond Checking							
Beginning Balance					0.00	0.00	69,786.67
1010 2018 GO Bond Checking Totals					\$0.00	\$0.00	\$69,786.67
1020 2020 GO Bond Checking							
Beginning Balance					0.00	0.00	79,877.47
1020 2020 GO Bond Checking Totals					\$0.00	\$0.00	\$79,877.47
1030 Sinking Fund Checking 3087							
Beginning Balance					0.00	0.00	55,861.00
1030 Sinking Fund Checking 3087 Totals					\$0.00	\$0.00	\$55,861.00
1080 BOK 3045 Rev Bond 2020							
Beginning Balance					0.00	0.00	(51,708.07)
1080 BOK 3045 Rev Bond 2020 Totals					\$0.00	\$0.00	(\$51,708.07)
1090 BOK 4044 Rev Bond 2021							
Beginning Balance					0.00	0.00	51,708.07
1090 BOK 4044 Rev Bond 2021 Totals					\$0.00	\$0.00	\$51,708.07
Report Totals					\$56,895.08	\$50,281.34	\$1,002,446.60
Records included in total = 50							

Report Options

Trans Date: 10/1/2023 to 10/31/2023

Fund: General Fund

Display Notation: No

Town Administrator's Report November 18, 2023

- Alley Phase II and Block 10 Parking Lot – We are working through final payment request. We have received calls from some of the subcontractors stating they have not been paid. H&G has requested a change order for additional asphalt but has been unable to support or prove the plans and specifications are wrong. Kay and I have been discussing the best approach regarding non-payment to subcontractors. One next step is to provide notice to the Bonding Company of the Payment Bond. We are still holding the retainage.
- Stephens Road Extension – The contractor has mobilized and is making good progress on the road. They have run into some shale rock in one area. They are still on pace to complete on time.
- Adopt a Bench – The plaques for the benches have been submitted. Last update benches should arrive in early January. The Bench subcommittee of the Planning Commission has met and updated the proposed bench locations. The Planning Commission will review and if they approve, planned bench locations will go to design review, and once approved by design review the plan will come to the Town Board for review and approval. Design review has already approved the bench itself, they will just be looking at the locations.
- Nature Center Facilities – Attended a meeting with the Corp and we discussed the request submitted for the additional clearing and trail extension. They said the trail portion was OK, but they are not going to approve the additional clearing at this time. They said once we receive the denial for this request, we can resubmit with just the trail extension and that would be approved. Project Management Agreement details were finalized and has been signed.
- Trail Expansion – Same as the Nature Center Facility, Corp denying the clearing of trees, but trail is fine. After I get the formal denial from the Corp will resubmit just the trails.
- 2024 Meeting Dates – The McAlester newspaper crossed the information related to the Town Board meeting and the RWD. They have corrected and republished the Notices. The Town Board and CLEDT meeting notices have been filed with the County.
- Employee Handbook and Policies – Ann Elfrink, auditor, suggested the Town approve a formal travel policy. We have been following the travel and training provision in the Town Administrator Agreement, which Ann said was OK, but would be better if the Town had a Policy. While I was developing the new policy I thought it would be good to include some other Employee Policies that should be in place and formalized. I plan to have the Employee Handbook on the December Agenda.

Thank you.