

**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; **February 17, 2024**

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

NOTICE AND AGENDA

1. Call to Order
2. Roll Call
3. Acknowledgement, recognition, and presentation by Akahia McDonald, eighth grader at Carlton Landing Academy, First place winner of the Oklahoma Municipal League 2024 "If I Were Mayor" essay contest.

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.*

4. Approval of Minutes:
 - a. Regular Meeting of the CL Board of Trustees on January 20, 2024
5. Acknowledge receipt of Claims and Purchase Orders Report
6. Items Removed from Consent Agenda
7. Consider, discuss, and possibly vote to amend, revise, approve or deny BOT Budget Fiscal Year 23-24 Amendment #2 appropriating \$25,0000 additional revenue in Lodging Tax and increase General Government Project expense for maintenance and expansion of Nature Center Playground, or take any other appropriate action.
Exhibit: FY 23-24 BUDGET BOT AMENDMENT #2 2-17-2024; Nature Center Expand Request Ltr signed 4-26-23; Construction Approval Letter signed
8. Consider, discuss, and possibly approve, amend, revise, or deny Concessionaire Agreement with Lake Days Eufaula, LLC for maintaining Courtesy Dock, operation of WIBIT structures (aquatic park) and other nonmotorized water activities, or take any other appropriate action.
Exhibit: Lake Days Concessionaire Agreement DRAFT v1 2-17-24; Lake Days Dock Layout 1.28.24
9. Presentation and updated of Nature Center Facility Center and possibly vote to provide direction to Staff, or take any other appropriate action.

10. Reports

- a. [Sales Tax Revenue](#) and other Financial Reports; [SALES TAX COMPARISON by Fiscal Year 7-9-2023](#); [Bank Register BOT Jan 2024](#); [Income Statement - BOT Jan 2024](#)
- b. [Town Administrator](#)
- c. Legal Reports, Comments, and Recommendations to the Governing Body

11. Recognize Citizens wishing to comment on non-Agenda Items

Under Oklahoma Law, the Board of Trustees are prohibited from discussing or taking any action on items not on today's agenda. Citizens wishing to address the Board 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.

12. 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 February 2024, being at least 24 hours prior to the Regular Meeting described above.

Signature of Person Posting the Agenda

Susan Kimmel
Printed Name of Person Posting the Agenda

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

Location: 10B Boulevard, Carlton Landing, Oklahoma, also known as
the Carlton Landing Academy Cafeteria
Saturday, January 20, 2024

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

MINUTES

1. Call to Order

The meeting was called to order at 8:07 a.m. with Mayor Chinnici presiding.

2. Roll Call

PRESENT: Joanne Chinnici
Mary Myrick
Chuck Mai
Kris Brule'

ABSENT: Clay Chapman

3. Approval of Minutes:

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

4. Acknowledge receipt of Claims and Purchase Orders Report

MOTION: A motion was made by Chuck Mai and seconded by Kris Brule' to accept the Consent Agenda as present

AYE: Joanne Chinnici
Mary Myrick
Chuck Mai
Kris Brule'

NAY: None

5. Items Removed from Consent Agenda.

None

6. Discussion, consideration and possible action regarding bids received for sale of \$100,000 General Obligation Bonds, Series 2024, and award sale of bonds to the bidder bidding the lowest interest cost or take any other appropriate action.
Exhibit:

The trustees discussed the GO Bond and the upcoming notice of sale of the GO Bond to be sold.

MOTION: A motion was made by Joanne Chinnici and seconded by Chuck Mai to approve the sale of the GO Bond.

AYE: Joanne Chinnici
Mary Myrick
Chuck Mai
Kris Brule'

NAY: None

7. Discussion, consideration and possible action regarding an **Ordinance** providing for the issuance of General Obligation Bonds in the sum of One Hundred Thousand Dollars (\$100,000) by the Town of Carlton Landing, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of bonds; providing for a bond issue designated "General Obligation Bonds, Series 2024"; designating bonds for purposes of certain provisions of the Internal Revenue Code; providing for registration thereof; appointing a paying-agent registrar for the issue and matters related thereto; approving the Official Statement pertaining to the bonds; providing for the levy of an annual tax for payment of principal and interest on the bonds; authorizing the approval of contracts and instruments necessary to consummate sale of the bonds and disbursement of proceeds of the bonds; fixing other details of the bond sale and issuance, or take any other appropriate action; and declaring an emergency.
Exhibit:

The trustees discussed the Ordinance and agreed on the sale.

MOTION: The motion was made by Joanne Chinnici and seconded by Chuck Mai to approve Ordinance 2024-1-1, providing for the issuance of General Obligation Bonds in the sum of One Hundred Thousand Dollars to the towns of Carlton Landing.

AYE: Joanne Chinnici
Mary Myrick
Chuck Mai
Kris Brule'

NAY: None

- a. Consider and approve emergency clause for foregoing ordinance

MOTION: A motion was made by Joanne Chinnici and seconded by Chuck Mai to approve the emergency clause.

AYE: Joanne Chinnici
Mary Myrick
Chuck Mai
Kris Brule'

NAY: None

8. Consider, discuss, and possibly vote to amend, revise, approve or deny Filling a Vacant Carlton Landing Trustee Position Policy, or take any other appropriate action.

Exhibit:

BACKGROUND: At the December 16 Trustee meeting, the Trustees discussed the upcoming vacancy of Joann Chinnici position and what would be the process used for filling a vacancy of a Trustee position. The Trustees asked Staff to develop and bring back a proposed Policy that would help the Board and possible candidates interested in being appointed to the Board of Trustees. Staff incorporated the State Statute to establish the guidelines for the Board and create an application of interest. The policy provides the timeline for interested candidates to submit an application and when the Board must decide on a candidate or call an election. The Statutory provision used to guide this proposed policy is O.S. 11 Chapter 1 Section 8-109 A and Section 16- 101 et.sec.

When a vacancy occurs in an office of an elected municipal official except the mayor, the governing body shall appoint, by a majority vote of the remaining members, a person to fill the vacancy until the next general municipal election, or the next biennial town meeting if the municipality is subject to the Oklahoma Town Meeting Act, Section 11-16-301 et seq. of this title, and to serve until a successor is elected and qualified. Any vacancy shall then be filled at the next general municipal election or biennial town meeting by election of a person to complete the balance of any unexpired term. If the vacancy has not been filled within sixty (60) days after it occurs, the governing body shall call for a special election or a special town meeting for the purpose of filling the vacancy for the duration of the unexpired term unless said vacancy occurs or said election would occur within one hundred twenty (120) days prior to the first day of the filing period for the next general municipal election or within one hundred twenty (120) days prior to the next biennial town meeting. If a vacancy is not filled by the special election or at a special town meeting, it shall be filled by appointment as provided for in this subsection.

The Statue outlines the responsibility and the time frame(s) for appointing or electing to fill a vacancy but does not outline the process for the governing body to identify and or qualify candidates for appointment within the sixty (60) day timeframe. To assist the governing body, staff, interested candidate(s) and the public, does the Trustees wish to formalize and put in place a process for interested individuals to be considered to fill a vacant Trustee position. Interested candidates for appointment as a Trustee are still required to meet the qualifications required for filing a declaration for candidacy for that position.

MOTION: A motion was made by Chuck Mai and seconded by Joanne Chinnici to approve the filling a Vacant Carlton Landing Trustee Position Policy and accept as distributed, “as is.”

AYE: Joanne Chinnici
Mary Myrick

Chuck Mai
Kris Brule'

NAY: None

9. Presentation and status update by Carlton Landing Fire and Rescue.

Susan Zubik and Joel Bain reported on the status update. All volunteer fire fighters have received the CPR/1st Aid training. Mike Kearney is the designated Fire Chief with Randy Raiford serving as Assistant Fire Chief. For additional training, the Carlton Landing Fire Department will collaborate with surrounding fire departments, attending those trainings when appropriate.

The CL Fire Department structure is close to completion. Additional rock and dirt work, along with installing and turning on heat.

Five surrounding fire departments will assist and aid us until we are fully functioning.

Donations: over \$144,000.

10. Presentation and update of Hidden Pines Aquatic Park Concessionaire Agreement.

At the November 18, 2023 Town of Carlton Landing Board of Trustees meeting the Trustees discussed a possible Concessionaire Agreement with Hidden Pines LLC for camping sites, Nature Trails, maintaining the Courtesy Dock and installation of WIBIT equipment. The Trustees recommended breaking the Concessionaire Agreement into separate parts for each type of activity. The Trustees approved the courtesy dock and WIBIT concept at the November 18 meeting. This would allow the Concessionaire to move forward with ordering the WIBIT structures while providing time to work out a more focused Concessionaire Agreement. The Concessionaire has continued to develop the WIBIT model and the elements for a smaller scope Concessionaire Agreement.

Per the Trustees' request the Concessionaire has worked to address just the Courtesy Dock and WIBIT activity. We are working to schedule a meeting with the US Corp of Engineers local office to review the WIBIT structures and ensure compliance with Corp rules and guidelines. The meeting with the Corp will help ensure elements requirement by the Corp are included in the Concessionaire.

Presentation: Greg Buckley. Mr. Buckley will meet with the Corp about obtaining approval for the concession area. The Aquatic Center is an extension of the courtesy dock. It is the intention of this subgroup to open the Center this summer season.

11. Presentation and updated of Nature Center Facility Center and possibly vote to provide direction to Staff or take any other appropriate action.

A presentation was made by Mary Myrick

Thus far, we have approximately \$600,000 in donation obligations towards the Nature Center Facility. Seth Gebhart stated that RFP's were sent to seven firms. They have until February 7, 2024, to ask additional questions regarding the project. A selection will be made and brought back to the February Board of Trustees' meeting for approval. The

RFP is for the first Nature Center Facility Building. The building is between eight and ten thousand square feet. The estimated time for the groundbreaking is June 2024.

12. Reports

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

13. Recognize Citizens wishing to comment on non-Agenda Items

None

14. Adjournment

There being no further business, a motion was made and seconded to adjourn the meeting at 8:58 a.m., January 20, 2024.

Mayor

Attest:

1/15/2024
5:40 PM

**General Fund
Bank Register
12/1/2023 to 12/31/2023**

Page 1 of 2

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	840,502.35
12/1/2023	R-00537	Pittsburg County RWD #20			5,000.00	0.00	845,502.35
12/1/2023	1578	Dr Jan Summers			0.00	300.00	845,202.35
12/1/2023	1577	Cross Telephone Co			0.00	97.00	845,105.35
12/1/2023	1576	Crawford & Associates, P.C.			0.00	30.00	845,075.35
12/1/2023	1575	Carlton Landing Fire and			0.00	2,000.00	843,075.35
12/6/2023	EFT	RWS Cloud Services			0.00	96.00	842,979.35
12/8/2023	R-00541	Oklahoma Tax Commission			3,002.00	0.00	845,981.35
12/8/2023	R-00540	Oklahoma Tax Commission			6,088.02	0.00	852,069.37
12/8/2023	R-00539	Oklahoma Tax Commission			20,869.65	0.00	872,939.02
12/8/2023	1580	Oklahoma Uniform Building			0.00	32.00	872,907.02
12/8/2023	1579	Dan Hurd			0.00	400.00	872,507.02
12/8/2023	A-10128	Amanda K Harjo			0.00	1,584.01	870,923.01
12/8/2023	A-10127	James G Buckley			0.00	3,671.53	867,251.48
12/11/2023	R-00542	Oklahoma Tax Commission			172.92	0.00	867,424.40
12/13/2023	R-00538	Pittsburg County Clerk			13,846.64	0.00	881,271.04
12/14/2023					0.00	75.89	881,195.15
12/14/2023	EFTPS	EFTPS			0.00	3,834.74	877,360.41
12/14/2023	GJ-10102	Pittsburg County Clerk			0.00	13,748.17	863,612.24
12/15/2023	1585	OkMRF			0.00	2,246.81	861,365.43
12/15/2023	1584	OPEH&W			0.00	1,694.38	859,671.05
12/15/2023	1582	CSA Software			0.00	855.00	858,816.05
12/19/2023	R-00543	Born Again Restored LLC			778.44	0.00	859,594.49
12/19/2023	EFT	Oklahoma Tax Commission			0.00	554.00	859,040.49
12/22/2023	1587	Kay Robbins Wall			0.00	600.00	858,440.49
12/22/2023	1586	Elan Financial Services			0.00	1,009.46	857,431.03
12/22/2023	A-10130	Amanda K Harjo			0.00	1,584.01	855,847.02
12/22/2023	A-10129	James G Buckley			0.00	3,469.67	852,377.35
12/29/2023	R-00546	CLEDT			14,135.65	0.00	866,513.00
12/29/2023	R-00545	Susan Kimmel			3,000.00	0.00	869,513.00
12/29/2023	R-00544	Kerney Homes			762.91	0.00	870,275.91
12/29/2023	1589	Pied Piper Service			0.00	80.00	870,195.91
12/29/2023	1588	Dr Jan Summers			0.00	300.00	869,895.91
1000 Town of CL Checking 9683 Totals					\$67,656.23	\$38,262.67	\$869,895.91

DRAFT

General Fund
Income Statement
12/1/2023 to 12/31/2023

	Dec 2023	Dec 2023
	Dec 2023	Actual
Revenue		
Other Revenue		
Sales Tax		21,042.57
Use Tax		3,002.00
Lodging Tax		6,088.02
Alcohol Beverage Tax		98.47
Pittsburgh County Sinking Fund		13,748.17
Building Permits/Inspection Fe		1,541.35
Miscellaneous Revenue		8,000.00
Transfer IN from TIF		14,135.65
Revenue	\$67,656.23	
Gross Profit	\$67,656.23	
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		66.00
Building Maintenance & Repairs		80.00
Software Programs/ Services		951.00
Other Services		
Utilities		97.00
Rent		577.47
Professional Services		1,662.00
Community Support Agreements		2,000.00
Dues & Memberships		15.99
School, Training, Travel		350.00
Debt Service		
Interest Expense		75.89
Expenses	\$23,958.50	
Income (Loss) From Operations	\$43,697.73	
Net Income (Loss)	\$43,697.73	

Report Options

Period: 12/1/2023 to 12/31/2023

Display Level: Level 3 Accounts

Display Account Categories: Yes

Display Subtotals: None

Reporting Method: Accrual

Fund: General Fund

Include Accounts: Accounts With Activity

1/15/2024
5:30 PM

General Fund
Payments Journal (Summary)
12/1/2023 to 12/31/2023

Page 1 of 1

Check Date	Check / Reference #	Payee	Amount
1000 Town of CL Checking 9683			
12/1/2023	1578	Dr Jan Summers	300.00
12/1/2023	1577	Cross Telephone Co	97.00
12/1/2023	1576	Crawford & Associates, P.C.	30.00
12/1/2023	1575	Carlton Landing Fire and	2,000.00
12/6/2023	EFT	RWS Cloud Services	96.00
12/8/2023	1580	Oklahoma Uniform Building	32.00
12/8/2023	1579	Dan Hurd	400.00
12/8/2023	A-10128	Amanda K Harjo	1,584.01
12/8/2023	A-10127	James G Buckley	3,671.53
12/14/2023			75.89
12/14/2023	EFTPS	EFTPS	3,834.74
12/14/2023	GJ-10102	Pittsburg County Clerk	13,748.17
12/15/2023	1585	OkMRF	2,246.81
12/15/2023	1584	OPEH&W	1,694.38
12/15/2023	1582	CSA Software	855.00
12/19/2023	EFT	Oklahoma Tax Commission	554.00
12/22/2023	1587	Kay Robbins Wall	600.00
12/22/2023	1586	Elan Financial Services	1,009.46
12/22/2023	A-10130	Amanda K Harjo	1,584.01
12/22/2023	A-10129	James G Buckley	3,469.67
12/29/2023	1589	Pied Piper Service	80.00
12/29/2023	1588	Dr Jan Summers	300.00
1000 Town of CL Checking 9683 Totals			\$38,262.67

Report Options

Check Date: 12/1/2023 to 12/31/2023

Display Notation: No

Fund: General Fund

General Fund
Statement of Revenue and Expenditures

		Current Period Dec 2023 Dec 2023 Actual	Year-To-Date Jul 2023 Dec 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	98.47	630.82	800.00	169.18	78.85%
4100	Building Permits/Inspection Fe	1,541.35	8,224.31	23,580.00	15,355.69	34.88%
4105	Business License and Permits	0.00	1,761.07	200.00	(1,561.07)	880.54%
4210	Donations	0.00	0.00	60,000.00	60,000.00	0.00%
4011	Lodging Tax	6,088.02	70,655.35	48,000.00	(22,655.35)	147.20%
4500	Miscellaneous Revenue	8,000.00	79,131.79	60,000.00	(19,131.79)	131.89%
4015	Pittsburgh County Sinking Fund	13,748.17	14,981.09	55,600.00	40,618.91	26.94%
4000	Sales Tax	21,042.57	177,030.10	200,000.00	22,969.90	88.52%
9002	Transfer IN from TIF	14,135.65	88,513.88	120,148.00	31,634.12	73.67%
4005	Use Tax	3,002.00	9,895.67	8,000.00	(1,895.67)	123.70%
4010	Utility Tax	0.00	6,703.16	12,000.00	5,296.84	55.86%
Total Other Revenue		\$67,656.23	\$457,527.24	\$588,328.00	\$130,800.76	
Non-Departmental Revenues Totals		\$67,656.23	\$457,527.24	\$645,157.00	\$187,629.76	
Revenue		\$67,656.23	\$457,527.24	\$645,157.00	\$187,629.76	
Gross Profit		\$67,656.23	\$457,527.24	\$645,157.00	\$0.00	
Expenses						
Administration						
Personal Services						
5020	Employer Paid Insurance	1,641.28	11,462.44	27,420.00	15,957.56	41.80%
5025	Employer Retirement Contributi	1,397.87	9,169.91	18,150.00	8,980.09	50.52%
5000	Salaries	13,653.84	88,749.96	181,500.00	92,750.04	48.90%
5010	Social Security	1,065.31	6,990.62	14,183.00	7,192.38	49.29%
5001	Stipend	0.00	1,000.00	0.00	(1,000.00)	0.00%
5015	Unemployment Tax	0.00	0.00	3,708.00	3,708.00	0.00%
5030	Vehicle/Cell Allowance	324.85	1,949.10	3,900.00	1,950.90	49.98%
Total Personal Services		\$18,083.15	\$119,322.03	\$248,861.00	\$129,538.97	
Materials & Supplies						
5510	Building Maintenance & Repairs	80.00	160.00	320.00	160.00	50.00%
5530	Miscellaneous	0.00	0.00	100.00	100.00	0.00%
5500	Office Supplies	66.00	757.01	1,200.00	442.99	63.08%
5520	Software Programs/ Services	0.00	119.88	345.00	225.12	34.75%
Total Materials & Supplies		\$146.00	\$1,036.89	\$1,965.00	\$928.11	
Other Services						
6035	Dues & Memberships	0.00	0.00	1,380.00	1,380.00	0.00%
6015	Insurance	0.00	70.00	570.00	500.00	12.28%
6005	Rent	577.47	2,931.01	5,820.00	2,888.99	50.36%
6040	School, Training, Travel	0.00	2,018.44	6,000.00	3,981.56	33.64%
6000	Utilities	97.00	1,537.65	4,363.00	2,825.35	35.24%
Total Other Services		\$674.47	\$6,557.10	\$18,133.00	\$11,575.90	
Administration Totals		\$18,903.62	\$126,916.02	\$268,959.00	\$142,042.98	
General Government						
Personal Services						
5000	Salaries	0.00	0.00	3,600.00	3,600.00	0.00%

Town Administrator's Report January 20, 2024

- Stephens Road – The contractor is making steady progress. The box culverts for the creek crossings have arrived ahead of schedule. The timing and delivery of the box culverts were the big question for staying on schedule due to their long lead time. This is a positive sign the project will remain on schedule.
 - Hidden Pines Concessionaire Agreement – Daryl and I have had a couple discussions, and he has worked on rescoping his initial concessionaire agreement. He has also worked on the plans related to the aquatic park equipment. We are working to schedule a meeting with the Corp to review his aquatic park plans to ensure he is complying with Corp rules and regulations.
 - Adopt A bench – The vendor making the benches provided notice the benches are almost complete and should be shipping within the next week. Mike Kerney and I have been working on scheduling for the bench pad installations, we performed a walk thru of the selected bench locations on Thursday, January 18. We have adopted two more benches after the December 16, 2023 Trustee meeting.
 - Filling a Vacant Trustee Position – I reached out to City Manager network to see how other cities and towns fill vacant trustee/council positions if seat get vacated mid-term. Cities and towns have not established a set or preferred method and it varies widely from city/town to city/town. Using the State Statutes as a guide I developed the proposed Filling a Vacant Trustee Position Policy. Thank you to Mayor Chinnici, Board of Trustees and Kay for your feedback.
- CMAO Winter Conference – The Oklahoma City Managers Association winter conference is January 23 -26, 2024. The conference is being held in Edmond. I will be out of the office attending the Conference those days but will be available by email or cell phone.

Thank you.

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

Check Date	Check / Reference #	Payee	Amount
1000 Town of CL Checking 9683			
1/4/2024	EFT	RWS Cloud Services	96.00
1/5/2024	1597	OPEH&W	1,694.38
1/5/2024	1596	OKMRF	2,096.81
1/5/2024	1595	Oklahoma Uniform Building	32.00
1/5/2024	1594	Kiamichi Electric	174.00
1/5/2024	1593	Dan Hurd	1,400.00
1/5/2024	1592	Cross Telephone Co	97.00
1/5/2024	1591	Cartridge Word Tulsa	225.94
1/5/2024	1590	Carlton Landing Fire and	2,000.00
1/5/2024	A-10132	Amanda K Harjo	1,600.14
1/5/2024	A-10131	James G Buckley	3,704.80
1/12/2024	GJ-10103	Pittsburg County Clerk	28,552.08
1/16/2024			75.89
1/16/2024	EFT	Oklahoma Tax Commission	510.00
1/16/2024	EFTPS	EFTPS	3,472.74
1/19/2024	A-10134	Amanda K Harjo	1,600.14
1/19/2024	A-10133	James G Buckley	3,484.76
1/26/2024	1599	Kay Robbins Wall	600.00
1/26/2024	1598	Elan Financial Services	783.66
1/31/2024	GJ-10104	Payroll	5,304.94
1000 Town of CL Checking 9683 Totals			\$57,505.28

Report Options

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

Display Notation: No

Fund: General Fund

Date: February 17, 2024

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, discuss, and possibly vote to amend, revise, approve or deny BOT Budget Fiscal Year 23-24 Amendment #2 appropriating \$25,0000 additional revenue in Lodging Tax and increase General Government Project expense for maintenance and expansion of Nature Center Playground, or take any other appropriate action.

INITIATOR: Greg Buckley, Town Administrator

STAFF INFORMATION SOURCE: Greg Buckley, Town Administrator

BACKGROUND: The southwest corner of the Nature Center Playground needs maintenance and shoring up. The existing play area also needs new wood fiber. The Corp has indicated the Nature Center Playground elements did not fully comply with the requirements. I received initial quotes to expand the playground area to include natural elements. acs playground adventures is the only vendor that followed up with a quote. Acs playground adventures is the vendor that installed the playground. We then submitted a request to the Corp for approval of the expansion and new elements. Since some time had passed between the initial quote and approval from the Corp I requested an updated quote. There were funds appropriated in the FY 22-23 Budget, which did not get reappropriated for FY 23-24. The quote from acs for both the maintenance and expansion is \$23,000.00. The proposed Budget Amendment is \$25,000.00, to account for any change orders determined once they begin installation.

Lodging Tax is Budgeted for \$48,000.00 for FY 23-24. We have received \$80,887.63 from Lodging Tax from July – February.

FUNDING: General Fund- Lodging Tax

EXHIBITS: Budget Amendment #2

RECOMMENDED ACTION: Approve BOT Budget Fiscal Year 23-24 Amendment #2 appropriating \$25,0000 additional revenue in Lodging Tax and increase General Government Project expense for maintenance and expansion of Nature Center Playground.

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	Lodging Tax	10-00-4011-00	\$ 25,000.00	\$	\$	\$
	Gen Gov	Projects	10-15-7010-00	\$	\$	\$ 25,000.00	\$

Purpose – Appropriate additional revenue and expense for maintenance and expansion of Nature Center Playground.

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

Joanne Chinnici, Mayor

[Clerk Seal]

Susan Kimmel, Town Clerk



Town of Carlton Landing
44 Water Street
Carlton Landing, OK 74432
918-707-5005

April 26, 2023

Gerald Treadwell, Eufaula Lake Manager
Joshua Springer, Natural Resources Specialist, Eufaula Lake Office
Department of Army, Corps of Engineers
102 E BK 200 Rd
Stigler, OK 74462

RE: Expanding Nature Center Playground
Lease No. DACW56-1-15-268, Town of Carlton Landing

Dear Mr. Treadwell,

The Town is requesting permission to expand the Nature Center Playground. The existing playground is a great community amenity but does not have natural play elements. We would like to expand the playground by approximately 2,000 sqft. and include adding natural play elements. The play elements would include keeping some of the oversized rock/boulders, adding a crawl log, natural tree cookies and stepping logs. The area would also include wood mulch for safety.

The entry walkway to the existing playground area washes out and has impacted the containing wall. We are planning to add logs or rocks in the walkway to create a water break to hopefully reduce washout and erosion.

The complete request for expanding the Nature Center Playground includes clearing the Nature Center Playground area an additional 2,000 sqft., approximately, removing the trees, underbrush, weeds, and scrub growth; relocating some of the existing rocks to the edge of the area and exposing some of the rock/boulders; adding a crawl log; and adding tree cookies and stepping logs.

Thank you for your time and consideration of our request to expand the Nature Center Playground and enhance the available play elements.

Respectfully,

J. Gregory Buckley
Town Administrator



04/01/2023

Crawl-Thru Log Tunnel

Brand: EPStone

Customize:

Mounted with anchors (earth anchors or concrete anchors depending on the substrate) through the provided angle brackets installed at the base.

Product Specifications:

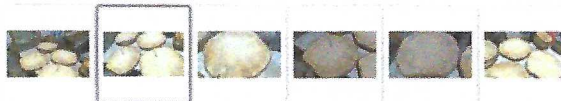
Age Range: Any

Equipment Weight: 180 lb

Installed Dimensions: 48 in x 36 in x 30 in

Description:

This crawl-thru log with authentic bark re-creation is the perfect tunnel for your natural-themed playground. Use one or multiple to create a unique play space for children of all age groups.



04/01/2023

Bear Stump Wood Seat





DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, TULSA DISTRICT
2488 EAST 81ST STREET
TULSA, OKLAHOMA 74137-4290

AUG 28 2023

Real Estate Division
Management

SUBJECT: Eufaula Lake, OK; Town of Carlton Landing, Lease No. DACW56-1-15-268,
Construction Approval, Nature Center Playground Expansion

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

Dear Mr. Buckley:

Based on a review of your plans and in accordance with the conditions of Lease No. DACW56-1-15-268, the request to expand the Nature Center Playground. **This construction approval will expire 2 years from the date of this letter. Failure to complete construction within the 2-year timeframe will require resubmission of your request to the Eufaula Lake Project Office. If you commence, or are under contract to commence, the construction before the 2-year expiration, you will have 12 months from the date of expiration to complete the construction under the present terms and conditions of this approval letter.**

It will not be possible for us to conduct a thorough design analysis, nor will we be able to monitor the construction of the playground; therefore, this approval does not signify our concurrence with the ultimate reliability of the finished improvements.

All debris as a result of your construction request must be properly removed and disposed of within 30 days of the completion of the project. Your cooperation is greatly appreciated. If you have any questions, please contact Nikki Minnick at (918) 669-7067 or at Andrea.N.Minnick@usace.army.mil.

Sincerely,

Debra L. Overstreet
Chief, Management & Disposal Branch

CF: CESWT-ODE

Item No. _____

Date: February 17, 2024

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, discuss, and possibly approve, amend, revise, or deny Concessionaire Agreement with Lake Days Eufaula, LLC for maintaining Courtesy Dock, operation of WIBIT structures (aquatic park) and other nonmotorized water activities, 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. One of those activities is WIBIT or water activities. Hidden Pine, LLC. approached the Town regarding a sublease to provide a wide variety of services. Hidden Pine, LLC is owned and operated by Daryl Neito. At the November 18, 2023 Board meeting, the Board reviewed a Concessionaire Agreement and requested Daryl narrow his request to initially just the WIBIT activity. In the future he could request additional concessionaire agreement(s) for other activities.

The proposed Concessionaire Agreement is limited in scope to maintaining the courtesy dock, developing, and operating an aquatic park along with other nonmotorized water activities like kayaks, paddleboards, and sail boats. Currently Lake Days Eufaula operates and offers kayak and paddle board rentals. The proposed Concessionaire Agreement would incorporate those activities under this agreement.

The term of the Concessionaire Agreement will be February 17, 2024, to June 30 2030 or an initial six (6) year term with a ten (10) year extension unless otherwise terminated. If the Town renews the Master Lease with the Corp of Engineers, the parties may establish new terms. The compensation to the Town will be the maintenance and upkeep of the courtesy dock and collection and remittance of Sales/Use tax. Lake Days Eufaula, LLC will be responsible for all costs and expenses of any improvements necessary to provide specified activities. The Agreement includes timeframes for the completion of activities with penalty for failing to meet the timeframes.

Mr. Neito and I met with the Corp of Engineers local office to review the WIBIT structure layout so any issues or concerns from the Corp can be addressed. The goal is to have the WIBIT structures up and operational by Memorial Day.

FUNDING: None

EXHIBITS: Concessionaire Agreement, Exhibit A

RECOMMENDED ACTION: Approve Concessionaire Agreement with Lake Days Eufaula, LLC for maintaining Courtesy Dock, operation of WIBIT structures (aquatic park) and other nonmotorized water activities.



**Town of Carlton Landing
Concession Agreement
for
Lake Days Eufaula, LLC 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 Lake Days Eufaula, LLC (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 Lake Days Eufaula, 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 17th day of February 2024, and end on the 30th day of June, 2030, and unless terminated by either party shall renew for a ten (10) year term but shall not extend beyond the term of the Master Lease, all 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 the term of the Master Lease is extended, this Concession Agreement may be extended for additional terms as agreed by the parties. 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 or subsequent extension, 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

The Concessionaire is acting to satisfy some and or parts of the Towns Master Lease requirement(s) with the Corps of Engineers. The consideration related to this Concessionaire Agreement shall be sales/use tax from services or sales generated on the leased premises during 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 (6) months or more than one use activity is out of compliance.

If the Concessionaire is prevented from carrying on the operation or part there of contemplated in this Agreement by reason of an Act of God, then the fee paid by the Concessionaire 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 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. Furnish, operate, and maintain WIBIT like structures, sail boats, kayaks, paddleboards, and/or other nonmotorized watercraft. WIBIT like structure to be open and operational within twelve (12) months.
2. Management of the Courtesy Dock's right of use, maintenance, and security for public day use and access. The Courtesy Dock and boat slips shall be free for temporary boat/personal watercraft use during daylight hours and shall not be used for storage or slip rental for boats/ personal watercraft overnight or more than 24 hours.

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

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, if operated separately, 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.

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. 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, arising in connection with the operation of the business. Lessee further agrees to pay any costs and attorney fees incurred by the Town, 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 Lake Days Eufaula, 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 always conduct his or her business in a professional manner, 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

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 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 _____
day of _____, 2024

THE TOWN OF CARLTON LANDING, OKLAHOMA

Signed: _____

By: _____

LAKE DAYS EUFAULA, LLC, an Oklahoma Limited Liability Company

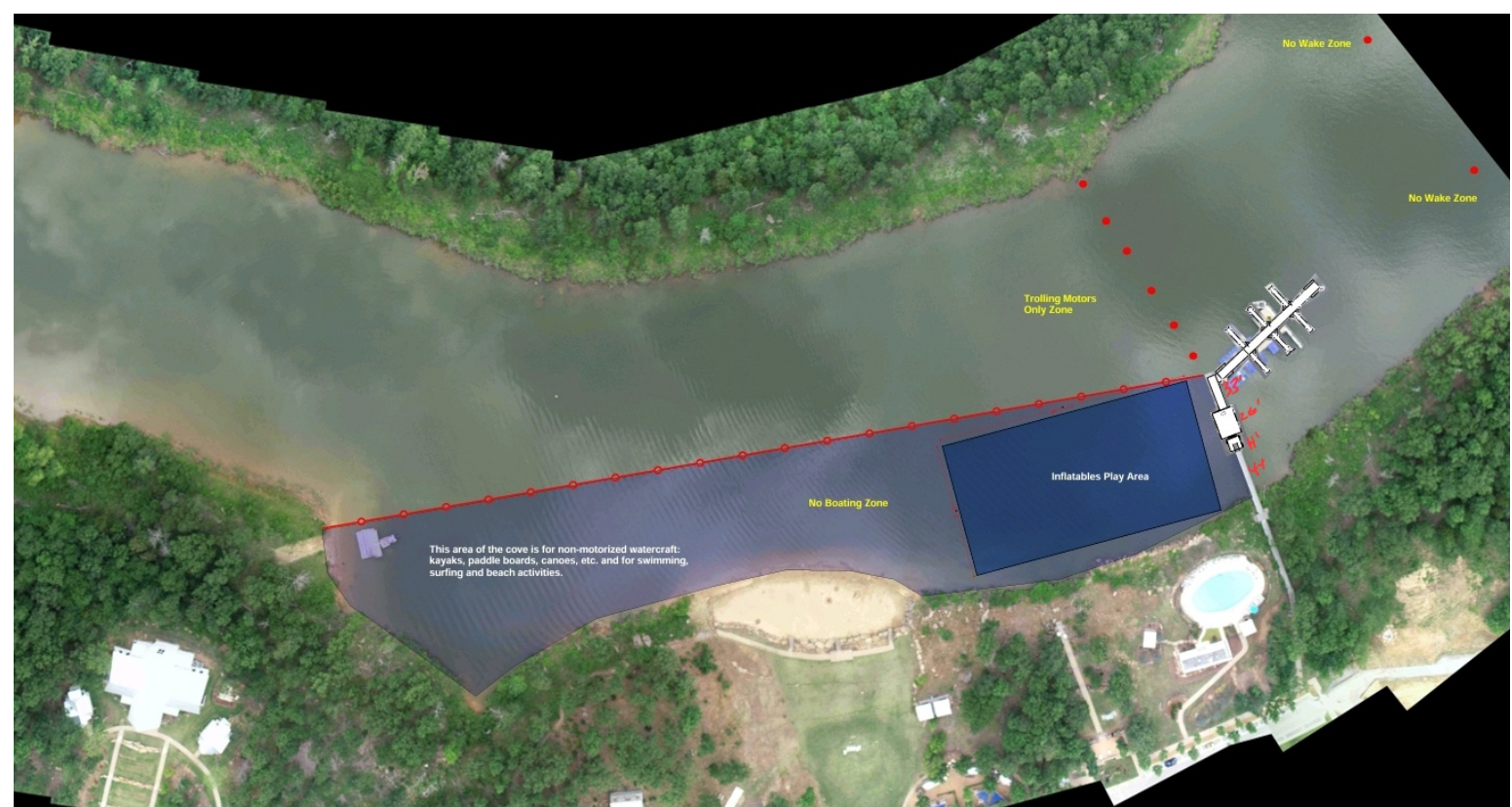
Signed: _____

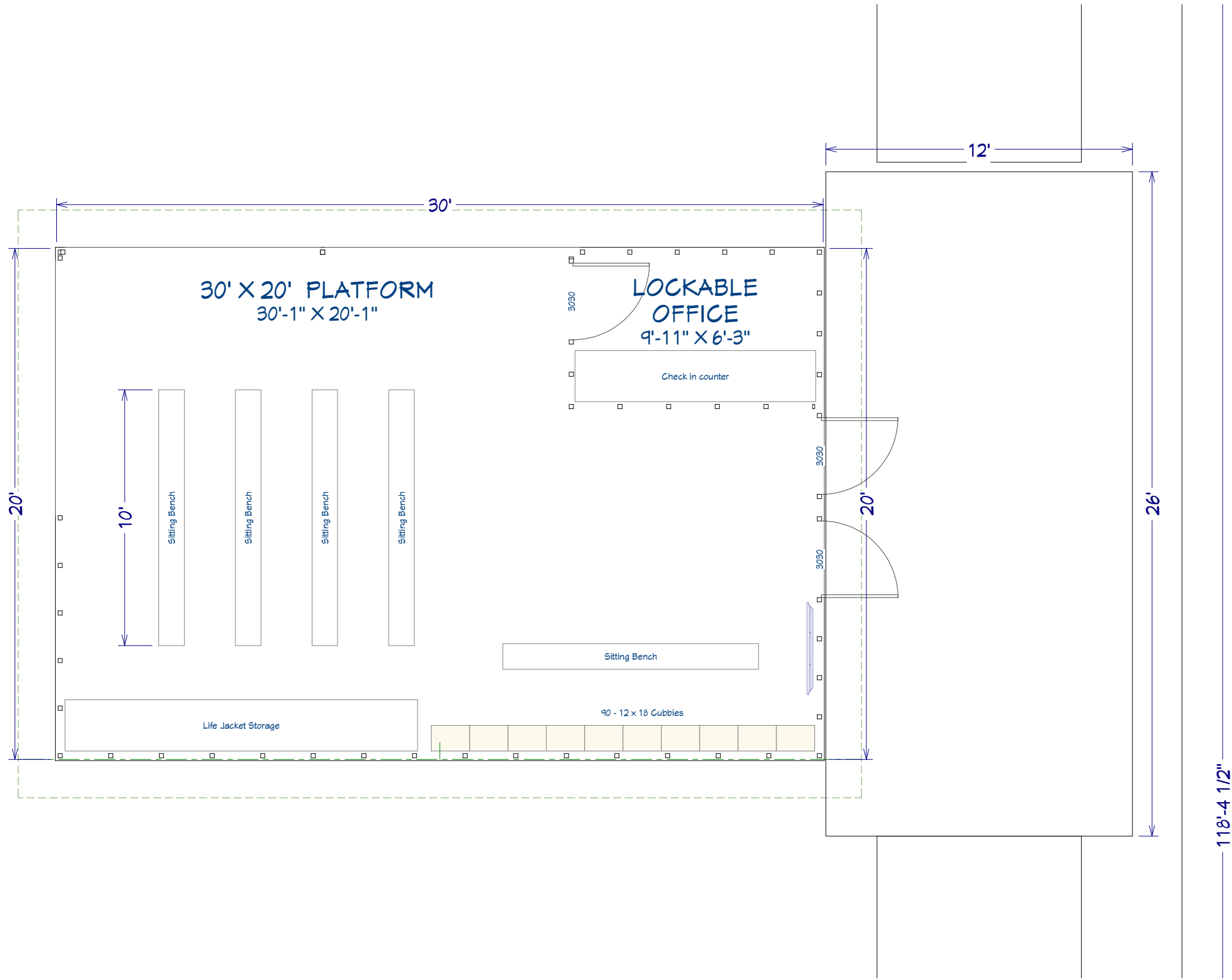
By: _____

Notary

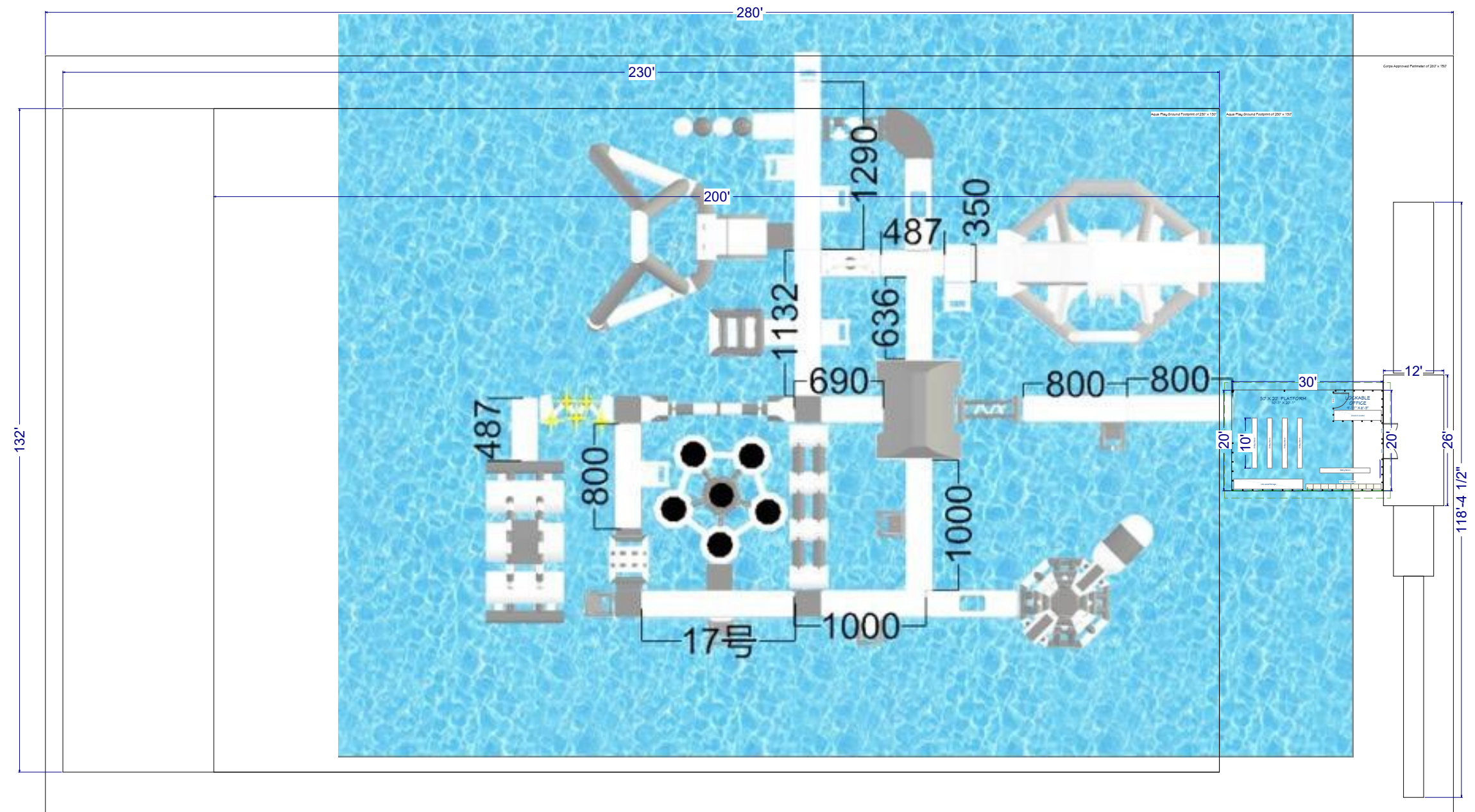
Exhibit A

Lease Area to be the entire Gangway and Courtesy Dock and an area going north from the Courtesy 320 feet by 150 feet (roughly the dark blue shaded area).





Working Plan View



Working Plan View

REVISION TABLE		
NUMBER	DATE	REVISED BY DESCRIPTION

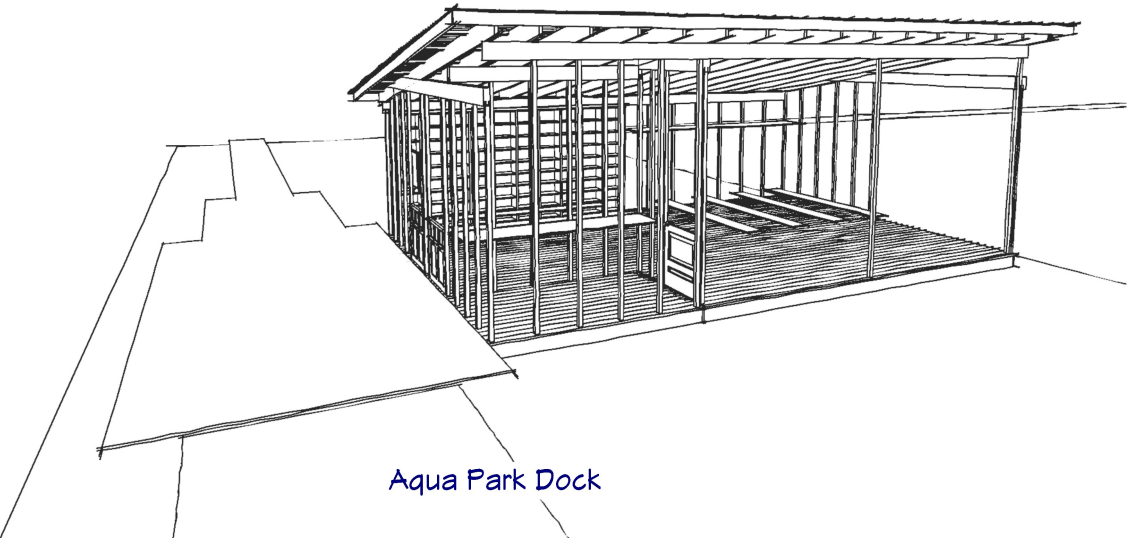
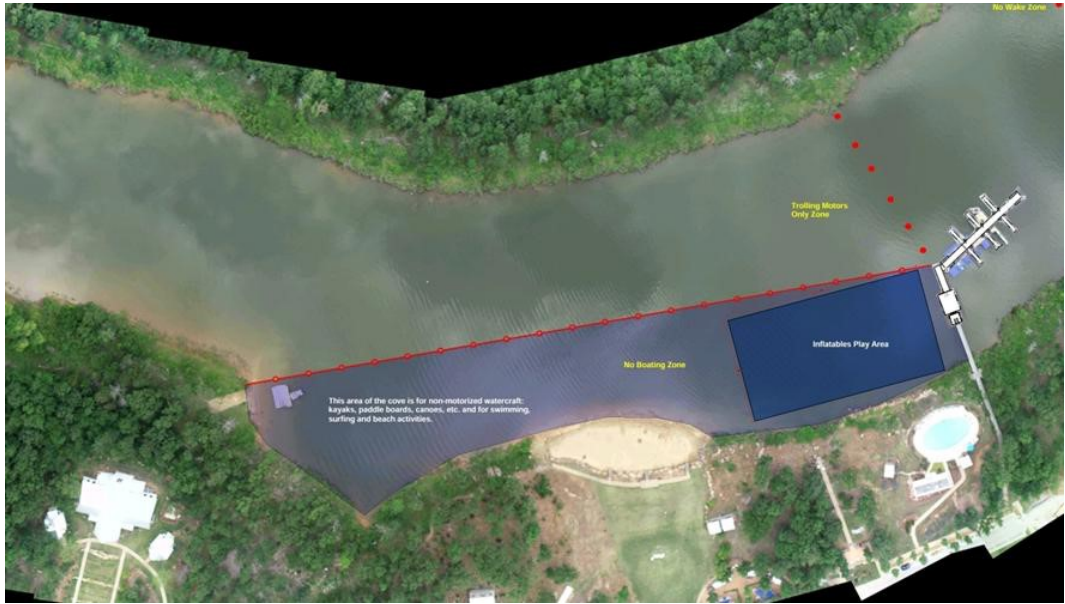
DRAWINGS PROVIDED BY:

DATE:

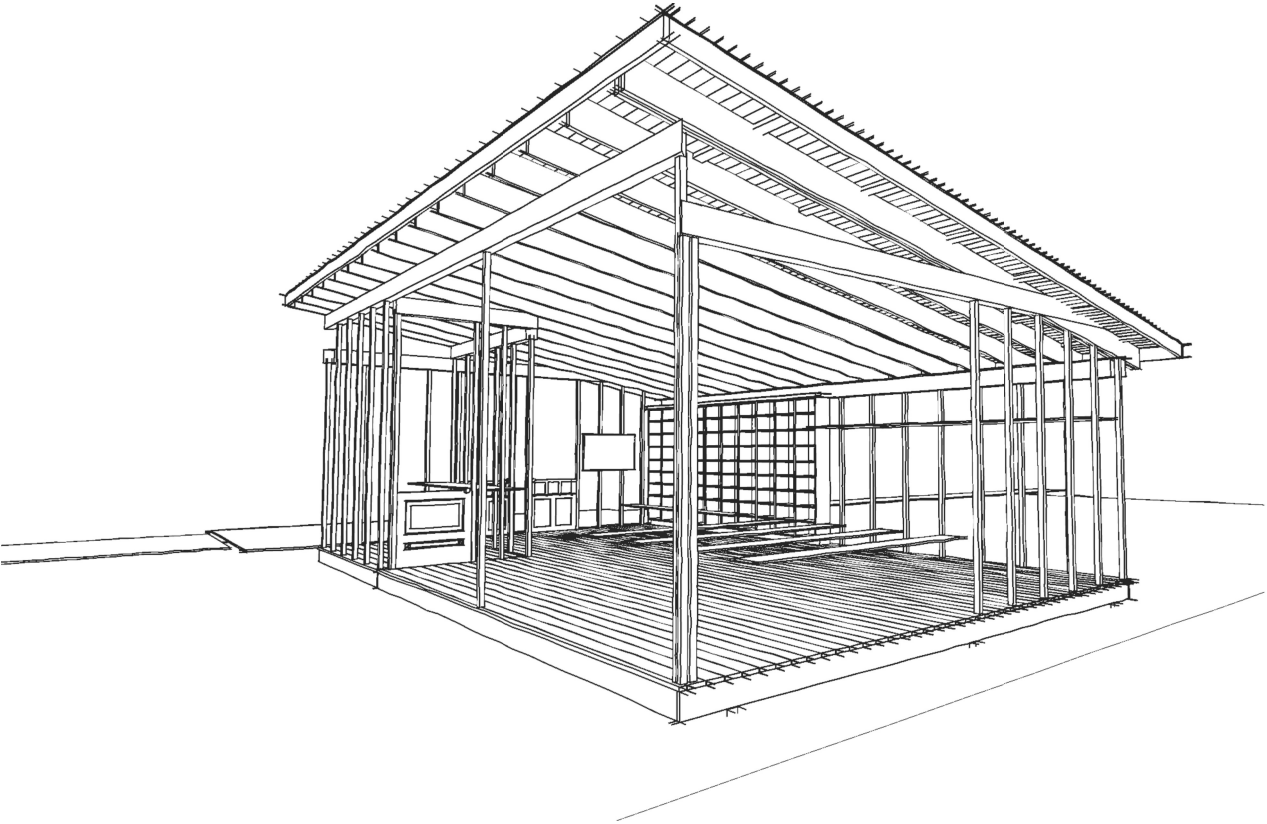
2/7/2024

SCALE:

SHEET:



Aqua Park Dock



REVISION TABLE	
NUMBER	DATE

DRAWINGS PROVIDED BY:

DATE:

2/7/2024

SCALE:

SHEET:

General Fund
Statement of Revenue and Expenditures

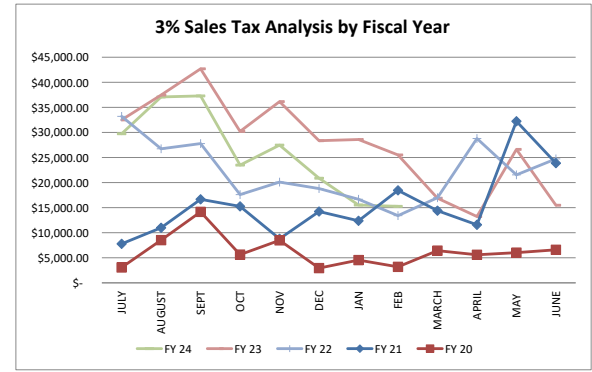
		Current Period Jan 2024 Jan 2024 Actual	Year-To-Date Jul 2023 Jan 2024 Actual	Annual Budget Jul 2023 Jun 2024	Annual Budget Jul 2023 Jun 2024 Variance	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures						
Revenue						
Non-Departmental Revenues						
Budget Carryover						
3999	Fund Balance 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	114.15	744.97	800.00	55.03	93.12%
4100	Building Permits/Inspection Fe	2,288.73	10,513.04	23,580.00	13,066.96	44.58%
4105	Business License and Permits	386.00	2,147.07	200.00	(1,947.07)	1,073.54%
4210	Donations	0.00	0.00	60,000.00	60,000.00	0.00%
4011	Lodging Tax	4,674.03	75,329.38	48,000.00	(27,329.38)	156.94%
4500	Miscellaneous Revenue	8,435.90	87,567.69	60,000.00	(27,567.69)	145.95%
4015	Pittsburgh County Sinking Fund	28,552.08	43,533.17	55,600.00	12,066.83	78.30%
4000	Sales Tax	15,659.58	192,689.68	200,000.00	7,310.32	96.34%
9002	Transfer IN from TIF	13,232.53	101,746.41	120,148.00	18,401.59	84.68%
4005	Use Tax	2,099.04	11,994.71	8,000.00	(3,994.71)	149.93%
4010	Utility Tax	2,711.93	9,415.09	12,000.00	2,584.91	78.46%
Total Other Revenue		\$78,153.97	\$535,681.21	\$588,328.00	\$52,646.79	
Non-Departmental Revenues Totals		\$78,153.97	\$535,681.21	\$645,157.00	\$109,475.79	
Revenue		\$78,153.97	\$535,681.21	\$645,157.00	\$109,475.79	
Gross Profit		\$78,153.97	\$535,681.21	\$645,157.00	\$0.00	
Expenses						
Administration						
Personal Services						
5020	Employer Paid Insurance	1,641.28	13,103.72	27,420.00	14,316.28	47.79%
5025	Employer Retirement Contributi	1,397.87	10,567.78	18,150.00	7,582.22	58.22%
5000	Salaries	18,958.78	107,708.74	181,500.00	73,791.26	59.34%
5010	Social Security	1,065.31	8,055.93	14,183.00	6,127.07	56.80%
5001	Stipend	0.00	1,000.00	0.00	(1,000.00)	0.00%
5015	Unemployment Tax	139.26	139.26	3,708.00	3,568.74	3.76%
5030	Vehicle/Cell Allowance	324.85	2,273.95	3,900.00	1,626.05	58.31%
Total Personal Services		\$23,527.35	\$142,849.38	\$248,861.00	\$106,011.62	
Materials & Supplies						
5510	Building Maintenance & Repairs	0.00	160.00	320.00	160.00	50.00%
5530	Miscellaneous	0.00	0.00	100.00	100.00	0.00%
5500	Office Supplies	285.89	1,042.90	1,200.00	157.10	86.91%
5520	Software Programs/ Services	0.00	119.88	345.00	225.12	34.75%
Total Materials & Supplies		\$285.89	\$1,322.78	\$1,965.00	\$642.22	
Other Services						
6035	Dues & Memberships	0.00	0.00	1,380.00	1,380.00	0.00%
6015	Insurance	0.00	70.00	570.00	500.00	12.28%
6005	Rent	577.47	3,508.48	5,820.00	2,311.52	60.28%
6040	School, Training, Travel	0.00	2,018.44	6,000.00	3,981.56	33.64%
6000	Utilities	271.00	1,808.65	4,363.00	2,554.35	41.45%
Total Other Services		\$848.47	\$7,405.57	\$18,133.00	\$10,727.43	
Administration Totals		\$24,661.71	\$151,577.73	\$268,959.00	\$117,381.27	
General Government						
Personal Services						
5000	Salaries	0.00	0.00	3,600.00	3,600.00	0.00%

Statement of Revenue and Expenditures

		Current Period Jan 2024 Jan 2024 Actual	Year-To-Date Jul 2023 Jan 2024 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						
5010	Social Security	0.00	0.00	275.00	275.00	0.00%
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	9.65	85.13	1,500.00	1,414.87	5.68%
5505	Posatge	0.00	0.00	600.00	600.00	0.00%
5520	Software Programs/ Services	96.00	4,723.00	7,480.00	2,757.00	63.14%
Total Materials & Supplies		\$105.65	\$4,808.13	\$13,540.00	\$8,731.87	
Other Services						
6030	Community Support Agreements	2,000.00	29,000.00	39,000.00	10,000.00	74.36%
6035	Dues & Memberships	15.99	1,195.94	3,555.00	2,359.06	33.64%
6015	Insurance	0.00	0.00	5,500.00	5,500.00	0.00%
6800	Office/Gen Administrative Exp	0.00	1,466.75	17,500.00	16,033.25	8.38%
6020	Professional Services	2,032.00	34,675.26	59,300.00	24,624.74	58.47%
6010	Publication & Notice Expense	0.00	371.05	2,500.00	2,128.95	14.84%
6045	Road & Trail Maintenance	0.00	7,266.60	26,696.00	19,429.40	27.22%
6040	School, Training, Travel	0.00	350.00	2,500.00	2,150.00	14.00%
6000	Utilities	120.60	120.60	1,000.00	879.40	12.06%
6050	Website Expense	0.00	0.00	4,000.00	4,000.00	0.00%
Total Other Services		\$4,168.59	\$74,446.20	\$161,551.00	\$87,104.80	
Capital Outlay						
7010	Projects	0.00	15,700.00	100,829.00	85,129.00	15.57%
Total Capital Outlay		\$0.00	\$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	75.89	619.84	0.00	(619.84)	0.00%
Total Debt Service		\$75.89	\$619.84	\$55,600.00	\$54,980.16	
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		\$4,350.13	\$95,574.17	\$355,467.00	\$259,892.83	
TIF Projects						
Capital Outlay						
7161	2021 Rev Bond- Stephens Road	0.00	399.99	0.00	(399.99)	0.00%
Total Capital Outlay		\$0.00	\$399.99	\$0.00	(\$399.99)	
TIF Projects Totals		\$0.00	\$399.99	\$0.00	(\$399.99)	
Expenses		\$29,011.84	\$247,551.89	\$624,426.00	\$376,874.11	
Revenue Less Expenditures		\$49,142.13	\$288,129.32	\$20,731.00	\$0.00	
Net Change in Fund Balance		\$49,142.13	\$288,129.32	\$20,731.00	\$0.00	
Fund Balances						
Beginning Fund Balance		1,338,749.33	1,099,762.14	0.00	0.00	0.00%
Net Change in Fund Balance		49,142.13	288,129.32	20,731.00	0.00	0.00%
Ending Fund Balance		1,387,891.46	1,387,891.46	0.00	0.00	0.00%

**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	\$ 20,869.65	\$ 15,520.39	\$ 15,257.15					\$ 206,709.43
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	\$ 3,002.00	\$ 2,099.04	\$ 1,179.36					\$ 13,174.07
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	\$ 6,088.02	\$ 4,674.03	\$ 5,558.25					\$ 80,887.63
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

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

Transaction Date	Transaction Number	Name / Description	Deposit Date	Deposit Number	Receipts & Credits	Checks & Payments	Balance
1000 Town of CL Checking 9683							
		Beginning Balance			0.00	0.00	869,895.91
1/4/2024	EFT	RWS Cloud Services			0.00	96.00	869,799.91
1/4/2024	R-00551	Brock Baum			48.25	0.00	869,848.16
1/5/2024	1597	OPEH&W			0.00	1,694.38	868,153.78
1/5/2024	1596	OkMRF			0.00	2,096.81	866,056.97
1/5/2024	1595	Oklahoma Uniform Building			0.00	32.00	866,024.97
1/5/2024	1594	Kiamichi Electric			0.00	174.00	865,850.97
1/5/2024	1593	Dan Hurd			0.00	1,400.00	864,450.97
1/5/2024	1592	Cross Telephone Co			0.00	97.00	864,353.97
1/5/2024	1591	Cartridge Word Tulsa			0.00	225.94	864,128.03
1/5/2024	1590	Carlton Landing Fire and			0.00	2,000.00	862,128.03
1/5/2024	A-10132	Amanda K Harjo			0.00	1,600.14	860,527.89
1/5/2024	A-10131	James G Buckley			0.00	3,704.80	856,823.09
1/8/2024	R-00554	Oklahoma Tax Commission			2,099.04	0.00	858,922.13
1/8/2024	R-00553	Oklahoma Tax Commission			4,674.03	0.00	863,596.16
1/8/2024	R-00552	Oklahoma Tax Commission			15,520.39	0.00	879,116.55
1/8/2024	R-00548	Pittsburg County RWD #20			5,000.00	0.00	884,116.55
1/8/2024	R-00547	Carlton Landing Enterprises			435.90	0.00	884,552.45
1/10/2024	R-00556	Sally Effertz			48.25	0.00	884,600.70
1/10/2024	R-00555	Oklahoma Tax Commission			139.19	0.00	884,739.89
1/11/2024	R-00557	Kerney Homes			762.91	0.00	885,502.80
1/12/2024	GJ-10103	Pittsburg County Clerk			0.00	28,552.08	856,950.72
1/12/2024	R-00549	Pittsburg County Clerk			28,666.23	0.00	885,616.95
1/16/2024					0.00	75.89	885,541.06
1/16/2024	R-00550	Robert Allen			3,000.00	0.00	888,541.06
1/16/2024	EFT	Oklahoma Tax Commission			0.00	510.00	888,031.06
1/16/2024	EFTPS	EFTPS			0.00	3,472.74	884,558.32
1/19/2024	A-10134	Amanda K Harjo			0.00	1,600.14	882,958.18
1/19/2024	A-10133	James G Buckley			0.00	3,484.76	879,473.42
1/22/2024	R-00559	Russell Hester			48.25	0.00	879,521.67
1/26/2024	1599	Kay Robbins Wall			0.00	600.00	878,921.67
1/26/2024	1598	Elan Financial Services			0.00	783.66	878,138.01
1/29/2024	R-00560	Kari Hawthorne			96.50	0.00	878,234.51
1/29/2024	R-00558	Kiamichi Electric			2,711.93	0.00	880,946.44
1/30/2024	R-00563	The Simple Life Cabin			96.50	0.00	881,042.94

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

Transaction Date	Transaction Number	Name / Description	Deposit Date	Deposit Number	Receipts & Credits	Checks & Payments	Balance
1/30/2024	R-00562	Scissortail Homes			762.91	0.00	881,805.85
1/30/2024	R-00561	Jon and Kathy Dumbauld			48.25	0.00	881,854.10
1/31/2024	GJ-10104	Payroll			0.00	5,304.94	876,549.16
1/31/2024	R-00566	CLEDT			13,232.53	0.00	889,781.69
1/31/2024	R-00564	Mike Odom Homes LLC			762.91	0.00	890,544.60
1000 Town of CL Checking 9683 Totals					\$78,153.97	\$57,505.28	\$890,544.60
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	69,609.17
1/12/2024	GJ-10103	Pittsburg County Clerk			28,552.08	0.00	98,161.25
1030 Sinking Fund Checking 3087 Totals					\$28,552.08	\$0.00	\$98,161.25
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					\$106,706.05	\$57,505.28	\$1,138,369.99
Records included in total = 46							

Report Options

Trans Date: 1/1/2024 to 1/31/2024

Fund: General Fund

Display Notation: No

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

Jan 2024
Jan 2024
Actual

Revenue

Other Revenue

Sales Tax	15,659.58
Use Tax	2,099.04
Utility Tax	2,711.93
Lodging Tax	4,674.03
Alcohol Beverage Tax	114.15
Pittsburgh County Sinking Fund	28,552.08
Building Permits/Inspection Fe	2,288.73
Business License and Permits	386.00
Miscellaneous Revenue	8,435.90
Transfer IN from TIF	13,232.53

Revenue	\$78,153.97
Gross Profit	\$78,153.97

Expenses

Personal Services

Salaries	18,958.78
Social Security	1,065.31
Unemployment Tax	139.26
Employer Paid Insurance	1,641.28
Employer Retirement Contributi	1,397.87
Vehicle/Cell Allowance	324.85

Materials & Supplies

Office Supplies	295.54
Software Programs/ Services	96.00

Other Services

Utilities	391.60
Rent	577.47
Professional Services	2,032.00
Community Support Agreements	2,000.00
Dues & Memberships	15.99

Debt Service

Interest Expense	75.89
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Expenses	\$29,011.84
Income (Loss) From Operations	\$49,142.13
Net Income (Loss)	\$49,142.13

Report Options

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

Town Administrator's Report February 17, 2024

- Stephens Road – The winter weather and rain has impacted the contractor, but they are making steady progress. We have lost 21 days due to rain. They have installed one of the box culverts and working on the others. Once the box culverts are installed, the contractor will need to install the head walls, which are also weather dependent. We are still on target for completion in April/ May of 2024. This may change depending on the spring weather.
- Hidden Pines Concessionaire Agreement – Daryl has regrouped and focused initial concessionaire agreement on the WIBIT structure (aquatic park). He has changed the entity from Hidden Pines to Lake Days Eufaula. Lake Days Eufaula already operates in Carlton Landing with renting kayaks and paddle boards. This would extend that portion of their operation to include the aquatic park. We met with the Corp of Engineers to review Daryl's concept plan to ensure compliance with any Corp regulations or requirements. Daryl and I revised the proposed concessionaire agreement to just the courtesy dock and aquatic park.
- Adopt A bench – Mike and I did a field review of the locations. The winter weather and the rain has delayed the concrete contractor from getting the stacking done and coordinating the pouring of the pads. We are hopeful the concrete contractor can begin work next week. I worked with the bench vendor on scheduling delivery of the benches. The benches are scheduled to be delivered Thursday, February 15. The benches will be stored at the Town office until the pads are ready to install the benches.
- Filling a Vacant Trustee Position – The application for Filling a Trustee Vacancy has been added to the Town's website. We have received two applications which have been placed in file until a vacancy occurs.

Thank you.