PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, JULY 21, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 07/21/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/072115/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/072115/council.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/072115/publicwork.htm

1. Call to Order
2. Opening Prayer /Pledge Lori Rivera, The Edge Church
    A. Consider Approval of Minutes on July 7, 2015
3. Action Items:
    A. Consider request to purchase a Pickup Truck for the Water Department
4. Trustee's Report
5. City Manager's Report
6. Audience Participation
7. Adjournment
    A. Proceed to City Council Agenda

Filed this 17th day of July, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on July 17, 2015 at 3:00 p.m.

_____

Not recorded

RM071514

MINUTES OF THE PUBLIC WORKS AUTHORITY MEETING
JULY 7, 2015

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Public Works Authority, Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, July 7, 2015 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on Thursday, July 2, 2015.

Chairman Seth Adams called the meeting to order with the following present:

MAYOR: Seth Adams
COUNCIL: Wheeler Lowry, Jason Hulin, Lucas Martinez
ABSENT: Don Rodolph
CITY MANAGER: Mark Skiles
DEPUTY CITY CLERK: Shona Stermer
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Kris Wermy, Julie Menge, Jeremy Brush, Donald Webb, Mary Helen Jones, Toby Anders, Gene McCullough, Walt Schumacher, David Crabtree, Lonnie Burns, Leon Kinder, and others.

Lorie Rivera opened the meeting with prayer and Wheeler Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of June 16, 2015

Motion was made by Trustee Martinez and second by Trustee Hulin that Consent Agenda Item No. 3 (a-b) be approved.

Chairman put the motion to a roll call vote:

Aye: Martinez, Hulin, Lowry, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4: ACTION ITEMS

None

AGENDA ITEM NO 5: TRUSTEE REPORT

Trustee Martinez inquired about the modular home/temporary office building just south of the hospital. This building has a variance and City permit.

AGENDA ITEM NO. 6: MANAGER'S REPORT

None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Hulin and second by Trustee Martinez to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Hulin, Martinez, Lowry, Adams
Nay: None

Chairman declared the meeting adjourned at 5:50 p.m.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Pickup for Water Department

Staff Source: Donald Webb, Public Works Director

History/Background Information: This Pickup will be used to pull goose neck trailers and the Vermeer Vac Digger.

Item/Subject Summary: This is a 2016 Ford Super Duty/ Cab & Chasis, it is a single wheel one ton 4 wheel drive. The pickup will be equipped with a flatbed in the near future.

Price/Cost: $27,852.32 on the State contract pricing.

Recommendation: The City Recomends that we purchase the pickup from McKinsey Motors for the State contract price.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, JULY 21, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 07/21/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/072115/launch.htm
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Original authority agenda: https://agendas.clintonok.gov/archive/2015/072115/publicwork.htm

1. Call to Order

2. Opening Prayer /Pledge Lori Rivera, The Edge

3. Consent Agenda

    A. Consider Approval of Minutes of July 7, 2015

4. Action Items:

    A. Consider appointment to Planning and Zoning Board and Board of Adjustments

    B. Consider Commercial Service Agreement with Cable One

    C. Consider Resolution No. 854 regarding Trustee to the Oklahoma Municipal Retirement Fund Board

    D. Consider request for authorization for expenditure of funds for Server and Network Upgrades

    E. Consider agreement with AT&T for telephone service updates

    F. Request authorization to purchase Greens Mower for the Golf Course

    G. Consider continuance of widening portion of Boulevard of Champions as presented by Walt Schumacher

5. Council Report

6. City Manager’s Report

7. Audience Participation

8. Adjournment

Filed this 17th day of July, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on July 17, 2015 at 3:00 p.m.

_____

Not recorded

MINUTES OF THE CLINTON CITY COUNCIL
JULY 7, 2015

Minutes of the regular meeting of the Mayor and City Council of the City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, July 7, 2015 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on Friday, July 2, 2015.

Mayor Seth Adams called the meeting to order with the following present:

MAYOR: Seth Adams
COUNCIL: Wheeler Lowry, Jason Hulin, Lucas Martinez
ABSENT: Don Rodolph
CITY MANAGER: Mark Skiles
DEPUTY CITY CLERK: Shona Stermer
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Kris Wermy, Julie Menge, Jeremy Brush, Donald Webb, Mary Helen Jones, Toby Anders, Gene McCullough, Walt Schumacher, David Crabtree, Lonnie Burns, Leon Kinder, and others.

Lorie Rivera opened the meeting with prayer and Wheeler Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Consider approval of Minutes of June 16, 2015
B. Consider approval of Minutes of Special Meeting and Public Hearing on June 15, 2015
C. Consider Claims

Motion was made by Councilman Hulin and second by Councilman Martinez that Consent Agenda Item No. 3 (a-c) be approved.

Mayor put the motion to a roll call vote:

Aye: Hulin, Martinez, Lowry, Adams
Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER CONTINUANCE OF CONDEMNATION OF 200 BLOCK OF WEST MODELLE, OWNER: JUAN BARRIENTOS

Code Enforcement/Inspection Officer, Toby Anders reported the property of 200 block of West Modelle has been cleared at this time.

Toby Anders recommended that the council stop the condemnation process.

Motion was made by Councilman Hulin and second by Councilman Martinez that the condemnation of 200 block of west Modelle be lifted.

Mayor put the motion to a roll call vote:

Aye: Hulin, Martinez, Lowry, Adams
Nay: None

Mayor declared the motion carried.

4B. CONSIDER CONTINUANCE OF CONDEMNATION OF 516 NORTH 9TH, OWNER: ALMA ROSA GALVAN

Code Enforcement/Inspection Officer, Toby Anders recommended that the condemnation of 516 North 9th be continued for 30 days for owner to clean up property.

Motion was made by Councilman Hulin and second by Councilman Lowry that the condemnation of 516 North 9th be continued for 30 days.

Mayor put the motion to a roll call vote:

Aye: Hulin, Lowry, Martinez, Adams
Nay: None

Mayor declared the motion carried.

4C. CONSIDER CONTINUANCE OF WIDENING PORTION OF BOULEVARD OF CHAMPIONS AS PRESENTED BY WALT SCHUMACHER

Walt Schumacher asked the council to approve TIFF funds being used to widen a portion of Boulevard of Champions.

Motion was made by Councilman Hulin and second by Councilman Martinez to table this issue until next council meeting on July 21, 2015.

Mayor put the motion to a roll call vote:

Aye: Hulin, Martinez, Lowry, Adams
Nay: None

Mayor declared the motion carried.

4D. CONSIDER REQUEST OF STREET CLOSING, PARADES AND PERMIT WAIVERS FOR 2015-2016

Motion was made by Councilman Hulin and second by Councilman Lowry to approve request of street closing for parades and permit waivers for 2015-2016.

Mayor put the motion to a roll call vote:

Aye: Hulin, Lowry, Martinez, Adams
Nay: None

Mayor declared the motion carried.

4E. REQUEST AUTHORIZATION TO PURCHASE SERVER AND NETWORK UPGRADES NOT TO EXCEED $38,000.00

IT Manager, Gene McCullough presented request for authorization to server and network upgrades.

No action was taken.

AGENDA ITEM NO 5: TRUSTEE REPORT

None

AGENDA ITEM NO. 6: MANAGER'S REPORT

City Manager, Mark Skiles reported the amount of water that Foss Lake and Clinton Lake has raised since the recent rainfalls.

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

Bobby Stewart stated that he would like to run an electrical line under headstones at the cemetery. This would be for the sound system in the cemetery for the American Legion.

Leon Kinder and Lonnie Burns made comments during this time.

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Hulin and second by Trustee Martinez to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Hulin, Martinez, Lowry, Adams
Nay: None

Mayor declared the meeting adjourned at 6:18 p.m.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Planning and Zoning Board and Board of Adjustment

Staff Source: Lisa Anders, City Clerk

History/Background Information: City Code establishes the Planning and Zoning Board and the Board of Adjustments to consist of five board members and two of those members serve on both boards.

Item/Subject Summary: Corky Heard has served on both boards for a number of years and his three year-terms are expiring June 30, 2015.

Price/Cost:

Recommendation: appointment of member to serve on boards

CITY OF CLINTON

BOARD OR COMMITTEE RESUME

NAME: Patch McComas ADDRESS: 1634 Vanessa Dr.

PHONE: 580-821-6353 DRIVER LICENSE # C08052552 4

EDUCATION: OSU - Marketing

ADDITIONAL SUBJECTS STUDIED: _____

WORK EXPERIENCE: OB&T

AFFILIATIONS, HOBBIES, INTERESTS: Rotary, CPSF, Acme, Youth Sports

REFERENCES: _____

I WOULD BE INTERESTED IN SERVING ON THE FOLLOWING BOARD(S) FOR THE CITY OF CLINTON:

PLANNING & ZONING BOARD	✓	BOARD OF ADJUSTMENTS	✓
PERSONNEL BOARD	___	LIBRARY BOARD	___
GOLF BOARD	___	CITY COUNCIL*	___

(For information concerning the functions of these boards, contact the City Manager's office.)

I UNDERSTAND MY APPLICATION OR RESUME IS A MATTER OF PUBLIC RECORD AND SUCH INFORMATION AS SHOWN ON MY APPLICATION OR RESUME IS RELEASABLE TO THE GENERAL PUBLIC, ACCORDINGLY PURSUANT TO THE REQUEST BY THE MEDIA AND OTHER MEMBERS OF THE PUBLIC. SUCH INFORMATION WILL BE RELEASED UPON REQUEST.

July 9, 2015 Patch McComas

DATE SIGNATURE

*If you are applying for City Council, applicant must meet City Charter requirements.

CABLE ONE BUSINESS

CABLE ONE COMMERCIAL SERVICE AGREEMENT

This Commercial Service Agreement ("Agreement") is made this ____day of ___, 2015 by and between Cable One, Inc. ("Cable One") located at 210 East Earll Dr, Phoenix, AZ 85012 and The City of Clinton ("Subscriber"), located at 415 W Gary Blvd, Clinton, OK 73601

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES
During the term of this Agreement, Cable One shall provide fiber optic data and Internet service ("Data Service") to the locations set forth in Appendix A (Premises) and fully described therein.

SECTION 2: FEES
In consideration of the equipment and services provided to Subscriber for the Term of the Agreement and as described below, Subscriber shall pay the following fees and charges to Cable One in the manner set forth herein. These fees and charges are subject to additional applicable local, state and federal taxes and service fees as required or authorized by law. Recurring monthly charges shall be payable in advance of each month of service during the term hereof. Monthly charges will commence on the date specified under the Section 3: TERM. Any payment not made when due will be subject to a late charge of the highest rate allowed by law on the unpaid invoice. Detailed pricing schedule is defined in Table 1 (Pricing) and fully described therein.

SECTION 3: TERM AND TERMINATION
This Agreement shall remain in effect for a term of twelve (12) months commencing on the date that Cable ONE completes the installation of the Data Service and shall be automatically renewed for five (5) consecutive twelve (12) month terms. A written notice of intent not to renew can be presented by either party no later than 30 days prior to the end last renewal term. NOTWITHSTANDING THE ABOVE TERMINATION RIGHTS, CITY OF CLINTON, OKLAHOMA RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT AT THE END OF ANY TERM WITH 30 DAYS WRITTEN NOTICE BEFORE THE END OF THE TERM. ***Notwithstanding any other provision of this agreement, the parties acknowledge and agree that funds to be paid by the subscriber(business name) under the terms of this lease will be available only as appropriated on a fiscal year-to-fiscal year basis by properly constituted legal authority, in the event that the subscriber determines that sufficient funds have not been appropriated to make the payments required under the terms of this agreement, the obligations of the subscriber under this agreement shall terminate. In such event, the subscriber shall prompt written notice of termination to Cable ONE thirty (30) days prior to the end of the twelve month term.*** PROVIDED THAT CITY OF CLINTON OKLAHOMA DOES NOT CONTRACT FOR LIKE OR SIMILAR SERVICES WITH ANOTHER VENDOR DURING THAT PERIOD OF TIME THE TERM FOR THIS AGREEMENT WOULD OTHERWISE BE IN EFFECT HAD SUBSCRIBER NOT EXERCISED ITS RIGHT TO NOT APPROPRIATE FUNDS, AND SUCH NON APPROPRIATION ON THE PART OF SUBSCRIBER SHALL FULLY SATISFY THE TERMS OF THIS AGREEMENT AND NO FURTHER FUNDS WILL BE DUE FROM SUBCRIBER TO CABLE ONE. For the sake of clarity, this section is only addressing terminations effective at the end of a term. Notice must be given to the other party at the address shown herein (or such other address as is subsequently provided in writing). The monthly charge may increase in any renewal term by the lesser of 4% or change in the CPI with 30 days advance written notice to the Subscriber.

SECTION 4: ENGINEERING REVIEW
Activation of Data Service is subject to Cable One's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Cable One determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies.

SECTION 5: INSTALLATION & MAINTENANCE OF CABLE ONE EQUIPMENT
Subscriber hereby grants to Cable One (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Cable One, shall secure throughout the term of Service any easements, leased or other agreements necessary to allow Cable One to use existing pathways into and in each Building. Cable One - owned equipment provided to Subscriber hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Cable One, **in a timely manner,** when repair or maintenance is necessary. Except for Cable One's maintenance obligations as set forth herein, Subscriber shall indemnify Cable One and hold it harmless from and against any and all losses, claims and expenses relating to the equipment provided hereunder to Subscriber, including without limitation, losses caused by accident, fire, theft or misuse of equipment. Subscriber shall provide Cable One with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Cable One shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Cable One-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Cable One of its move. Cable One will relocate the Cable One-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Cable One all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Cable One with reasonable access to such Premises for purpose of removing any Cable One-owned equipment. Cable One shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION #6: USE OF DATA SERVICE AND EQUIPMENT
Subscriber's use of the Data Service and equipment is subject to adherence to Cable One's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

(a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;

(b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;

(c) collect a listing or directory of Cable One subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;

(d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Cable One that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;

(e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;

(f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Cable One's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing

mass or unsolicited messages, chain letters, surveys, advertising, promotional materials or commercial solicitations (*i.e.*, spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;

(g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or

(h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Cable One, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.

(i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Cable One may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Cable One reserves the right to charge Subscriber for any direct or indirect costs incurred by Cable One or its affiliates in connection with subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION #7: CONTENT ACCESSED AND PURCHASES MADE THROUGH CABLE ONE

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Cable One does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk, and Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Cable One shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION #8: COPYRIGHT MATERIALS

Subscriber shall hold Cable One harmless for any improper use of copyrighted materials accessed through Cable One's Data Service. Cable One bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, Cable One retains the right to take down or disable access to the allegedly infringing material. It is Cable One's policy, in appropriate circumstances, to terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve our rights.

SECTION #9: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Cable One uses resources that are shared with many other subscribers. Moreover, Cable One provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION #10: RIGHT TO MONITOR AND DISCLOSE CONTENT

Cable One has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Cable One has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Cable One, (b) protect and defend the rights or property of Cable One, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Cable One's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION #11: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall

immediately notify Cable One about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION #12: SUBSCRIBER PRIVACY
Cable One is committed to protecting the privacy of Subscriber's personal information. Cable One *'s* privacy policy regarding the collection, use and disclosure of personal information is posted on Cable One *'s* website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION #13: ASSIGNMENT
Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Cable One, which consent shall not be reasonably withheld. Any assignment of this Agreement by Subscriber without Cable One's written consent shall be void and shall, at the Cable One's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Cable One all Cable One-owned equipment installed at the Premises; such cessation shall not; however, reduce Subscriber's payment obligations hereunder unless Cable One otherwise agrees in writing. This Agreement shall be fully assignable by Cable One. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION #14: TERMINATION BY CABLE ONE
If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Cable One, or if Subscriber becomes insolvent or bankrupt, Cable One, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all Cable One -owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. Subscriber shall reimburse Cable One for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with Cable One's exercise of its rights under this Agreement.

Cable One may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Cable One is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Cable One may terminate this Agreement.

In the event Subscriber experiences more than 12 hours without service availability in any 30 day period that is a direct result of Cable One's negligence and excluding events of Force Majeure, normal equipment maintenance windows, backbone IP service provider outages and other events that are outside the control of Cable One, Subscriber may terminate this agreement with 30 days written notice.

SECTION #15: DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS"

(a) CABLE ONE'S DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. CABLE One DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, CABLE ONE DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.

(b) CABLE ONE'S LIABILITY FOR MISTAKES, ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, OUTAGES, OR DEFECTS IN TRANSMISSION OR SWITCHING OF ANY SERVICE (INDIVIDUALLY OR COLLECTIVELY), EXCLUDING ANY INSTANCE CAUSED BY FORCE MAJEURE EVENTS OR SUBSCRIBER ACTIONS, OMISSION OR EQUIPMENT, SHALL BE LIMITED SOLELY TO A CREDIT OF 1/30TH OF THE MONTHLY RECURRING CHARGE, FOR THE AFFECTED PORTION OF THE SERVICE, FOR ONE OR MORE INSTANCES OF AT LEAST FOUR (4) HOURS IN DURATION IN ANY 24-HOUR PERIOD THAT IS NOT COINCIDENT WITH ANY OTHER

INSTANCE, PROVIDED THAT THE INSTANCE IS REPORTED BY SUBSCRIBER WITHIN 24 HOURS.

SECTION #16: LIMITATION OF LIABILITY

UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, CABLE ONE SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CABLE ONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM: (A) THE USE OR THE INABILITY TO USE THE DATA SERVICE; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER'S TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

SECTION #17: INDEMNIFICATION

Subscriber shall indemnify, defend, and hold Cable ONE, its subsidiaries, members, affiliates, officers, directors, employees, and agents harmless from any claim, demand, liability, expense, or damage, including costs and reasonable attorneys' fees, asserted by any third party relating to or arising out of Subscriber's use of or conduct on the Cable One Data Service. Cable One will notify Subscriber within a reasonable period of time about any claim for which Cable One seeks indemnification and will afford Subscriber the opportunity to participate in the defense of such claim, provided that Subscriber's participation will not be conducted in a manner prejudicial to Cable One's interests, as reasonably determined by Cable One. This Section shall survive termination of this Agreement.

SECTION #18: NONDISCLOSURE

(a) Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, this not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, policies, procedures programs, or codes, whether tangible or intangible, and whether or not stored, complied, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-government rule or regulation. The parties also acknowledge that the Subscriber may be compelled under the Oklahoma Open Records Act, 51 O.S. §24A, et seel., to release certain information.

(b) Each Party agrees that violation of this section 18 would result in irreparable injury and the injured Party shall be entitled to seek equitable relief including injunctive relief and specific performance in the event of any breach hereof.

SECTION #19: MISCELLANEOUS:

a. This Agreement is governed by the laws of the State of Oklahoma. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in Custer County, OK in all disputes arising out of or relating to this Agreement and/or use of the Data Service and/or Cable One-owned equipment.

b. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

c. The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.

d. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

As indicated by the signatures below, both parties agree to and accept the terms and conditions of this Agreement as of the day and year stated above.

SUBSCRIBER:	CABLEONE, INC.
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Address: _____	Address: 210 E Earl Dr
_____	Phoenix, AZ 85007
Phone:_____	Phone: (602) 364-6000

Appendix A

SERVICE DESCRIPTION:

CABLEONE WILL PROVIDE CITY OF CLINTON, OKLAHOMA WITH SYMMETRICAL INTERNET ACCESS WITH A CATEGORY V ETHERNET CABLE HANDOFF. THE SYMMETRICAL DATA NETWORK SERVICE AND SYMMETRICAL INTERNET ACCESS WILL INTERFACE WITH CITY OF CLINTON, OKLAHOMA ROUTHER/SWITCH LOCATED AT THE ADDRESS DESCRIBED BELOW.

INCLUDED IN TEHIS SERVICE WILL BE 16 STATIC IP ADDRESSES IN THE FORM OF A CLASS C SUBNET, WITH THE SUBNET MASK OF 255.255.255.XXX (/28), OF WHICH 13 ARE USABLE.

DEVELOPER WEB HOSTING PLAN IS INCLUDED WITH THIS SERVICE, WHICH INCLUDES 80 GB OF DISK SPACE WITH UNLIMITED SITE TRAFFIS ALLOWANCE, DOMAIN NAME SERVICE AND 1,000 HOSTED EMAIL ACCOUNTS (1,000 MB PER ACCOUNT). FOR ADDITIONAL DETAILS REGARDING THE DEVELOPER HOSTING PLAN, PLEASE VISIT HTTP://HELP.CABLEONEHOSTING.NET/PLANS/HOSTING-COMPARE.HTML

SITE NAME AND ADDRESS

SITE NAME	SITE ADDRESS	DIA SPEED	MRC
1) City of Clinton, Oklahoma	415 W Gary Blvd, Clinton, OK 73601	80 Mbps	$1080.00
Total MRC – Monthly Recurring Charge			**$1080.00**

City of Clinton, Oklahoma

Initials _____

Cable One, Inc.

Initials _____

Support Information:
Please provide the contact information for at least two people for Cable ONE to incorporate in to the support contact list in the event of a technical outage. These contacts will also be contacted at the time of any notifications of a planned maintenance scheduling.

Notes: (i.e., Special Notes or Instructions...)

_____

_____

_____

_____

Primary Contact:_____

Primary Contact Email Address:_____

Primary Contact Office Phone:_____

Primary Contact Cell Phone: (Optional)_____

Primary Contact Time of Day: (i.e., 24X7 or 9AM to 5Pm, etc...)_____

Secondary Contact:_____

Secondary Contact Email Address:_____

Secondary Contact Office Phone:_____

Secondary Contact Cell Phone: (Optional)_____

Secondary Contact Time of Day: (i.e., 24X7 or 9AM to 5Pm, etc...)_____

Requested Account Username:

1st Choice: _____

2nd Choice: _____

3rd Choice: _____

Bill to:_____

Attn: _____ Phone:_____

Email: _____

Address: _____

City, State Zip: _____

RESOLUTION NO. 854

OFFICIAL BALLOT

A RESOLUTION OF City of Clinton **(employer name) CASTING A VOTE FOR TRUSTEE OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND (OkMRF) TO FILL THE EXPIRING TERMS OF TRUSTEE REPRESENTING DISTRICT 7.**

WHEREAS, City of Clinton, participates in the OkMRF and is eligible to cast one vote for the Trustee office of the OkMRF Board to fill the expiring term for Trustee representing District 7; and

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

WHEREAS, the Authorized Agent indicates the results of our vote on the ballot and returns this ballot to the Trust Administrator between July 20, 2015, and August 30, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Mayor/Chair and City Council/Board, of the participating employer City of Clinton, that its votes for the Trustee shall be cast for the following nominee (fill in name of nominees):

1. _____
   District 7 Trustee

*****END*****

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor/Chair and City Council/Board of the participating employer of _____ on the _____ day of _____, _____.

_____
Mayor/Chair

Attest (Seal):

_____
City Clerk/Secretary/Authorized Agent

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

MAIL RESOLUTIONS TO:
OKLAHOMA MUNICIPAL RETIREMENT FUND
525 CENTRAL PARK DRIVE, SUITE 320
OKLAHOMA CITY, OK 73105

2015 ELECTION OF TRUSTEE – DISTRICT 7 TRUSTEE
OKLAHOMA MUNICIPAL RETIREMENT FUND ("OkMRF")

The governing body of each employer is entitled to cast by resolution one vote for the office of OkMRF District 7. The resolution must be returned no later than August 30, 2014. Please note: **Resolutions should be signed with a seal affixed to the ballot. Any resolutions unsigned, will not be valid. To ensure your ballot has been received in the OkMRF office, please call 1-888-394-6673, Ext 100 on or before August 30, 2015.**

CAST ONE VOTE FOR ONE (1) OF THE FOLLOWING NOMINEES ON THE ENCLOSED RESOLUTION:

MARK SKILES

- Mr. Skiles holds a Bachelor's degree in Economics from Oklahoma State University and a Master's degree in Administrative Studies from Southeastern Oklahoma State University.
- Presently he is the city manager of Clinton.
- Prior to that, he was the city manager of Blackwell and before that, he was city manager of three (3) Kansas communities.
- Mr. Skiles served as a board member of the Oklahoma Municipal Power Authority.
- He was the Director of the Blackwell Public Trust which had $40,000,000 in assets.
- Mr. Skiles oversaw the creation and implementation of self-insured health programs in three (3) communities.
- He is married to his wife, Jennifer, and has two sons and four granddaughters. Five of the six reside in Oklahoma.

GEORGE WILKINSON

- Mr. Wilkinson has been on the OkMRF Board of Trustees since 1982 and has held the office of Board Chairman since 1996.
- He also serves as a member of the Administrative Committee of the Board of Trustees.
- He is a retiree from the City of Weatherford where he retired as the Administrator.
- Prior to that, he was a City Commissioner and Vice Mayor for five (5) years and before that, he was a TG&Y store manager for sixteen (16) years.
- He served on the Oklahoma Municipal League board.
- He served on the board of South Western Oklahoma Development Authority for thirty two (32) years.
- Mr. Wilkinson was honored as the recipient of OML's Don Rider Award.
- In 2004, he was inducted to the Oklahoma Hall of Fame for the City and Town Officials.
- He was also inducted into the Weatherford Chamber of Commerce Hall of Fame and Cushing High School Alumni Hall of Fame.
- Mr. Wilkinson is proud to have served in World War II and the Korean Conflict as a Tech Sergeant.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title: Servers and Network Switch Upgrades

Staff Source: Gene McCullough/ Information Technology Director

History/Background Information: Aging and problematic equipment needs to be replaced, and also repurposing of older servers for lab/testing purposes. We will add 3 new servers to host the workload of our mission critical applications, file serving, email, financial software, phones, etc. This will allow one to be taken down for maintenance without data loss or disrupting daily (24 hours a day in some departments) operations. In addition, 2 core network switches will be installed to support all of the servers and allow redundancy, again, to prevent outages.

Individual network switches used to connect computers, printers, phones, and other devices are also aging, are miscellaneous brands and models which creates management issues, and are recommended to be replaced with enterprise grade equipment, of a same brand and model, to help with performance and maintenance.

Item/Subject Summary: 3 New Servers, 2 Core Network Switches, and 6 Access/Distribution Switches

Price/Cost: Approximately $52,000.00

Recommendation: The vendor that has provided the lowest pricing on the specified equipment. Vendors that provide direct support as certified partners for their quoted material should be given extra consideration, as well as vendors that provide a solution from a single company.

City of Clinton

Memo

To: Mark Skiles, City Manager

From: Kelly Somner, Superintendent of Golf Course Operations

CC:

Date: Jul 17, 2015

Subject: Greens Mower

This is a request for approval to purchase a new greens mower which is a current budget item.

Our plan has always been to use a greens mower on the greens for three years and then use it on the tees for an additional three years, thereby replacing a unit every six years. We are currently at nine years and need to replace our oldest unit at this time.

In the past we have been able to trade in an old unit for some value but with the popularity of 3 year fleet leasing by so many golf courses, there is a glut of 3 year old units on the market and no one is interested in a 9 year old unit. Therefore I recommend we keep the oldest unit as back up and eventually parts.

I would like to stay with the Toro mower for several reasons. We have a substantial investment in verticut reels, and sets of cutting units that will only fit a Toro unit. Toro makes the best cutting units for our purposes and we already have a parts inventory. We get excellent parts and service from our dealer.

The following quote is listed under Oklahoma State Contract and National IPA Contract.

Toro GR3150-Q with 14 blade cutting reels and groomer brushes: $35,716.30

Kelly Somner

Professional Turf Products, L.P.
1010 North Industrial Blvd.
Euless, Texas 76039
Trey Adams
(888) 776-8873 ext. 5438
adamst@proturf.com

Count on

Ship To	Riverside Golf Course - OK.		Date	7/17/2015
Bill To			Tax Rate	
Contact	Kelly Somner		Destination	1.50%
Address	10329 N2263 Rd.		Trade-In	
City	Clinton, OK		Finance	
State	OK	*Comments:*	Account Type	STD
Postal Code	73601	**OKLAHOMA STATE CONTRACT SW190**		
Phone	(580) 323 5958			
Fax	(580) 323-5137			

Proposal

Qty	*Model #*	*Description*	*Unit*	*Extended*
1	04358	Toro Greensmaster 3150-Q	$	22,430.69
3	04624	14-Blade Cutting Unit	$	6,438.35
1	04626	Narrow Wiehle Roller (.200" Spacing) (Set of 3)	$	881.02
1	106-2643	Pull Link Kit (Set of 3)	$	520.14
3	04709	Groomer Drive (LH) (Set of 1)	$	4,038.89
3	04713	Groomer Brush	$	886.79
1	30064	MV P Kit	$	50.36
1	4554	LED Light kit	$	470.15
		Toro GR3150-Q	**$**	**35,716.30**

SubTotal	**$**	**35,716.30**
Destination		**Included**
Tax (Estimated)	**$**	**-**
TOTAL	**$**	**35,716.30**

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.

Terms & Conditions:
1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. Pricing, including finance options, valid for 30 days from time of quotation.
4. After 30 days all prices are subject to change without notice.
5. Used and Demo equipment is in high demand and availability is subject to change.
   A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".

Confidential Property of Professional Turf Products