

**AGENDA**  
**Board of Directors Regular Meeting**  
**Tulsa County Conservation District**  
**5401 S. Sheridan, Suite 201 Tulsa, OK 74145**  
**January 9, 2014 - 4:00 PM**

1. Meeting called to order
2. Roll Call
3. Consider, Discuss, and Take possible action on the following agenda items:
4. Consideration of Consent Agenda:
  - A. Approval of Minutes from the December 12, 2013 Rescheduled Regular Meeting
  - B. Approval of Financial Statements & District Budget for Period Ending December 31, 2013
  - C. Review of TACF financials for Period Ending December 31, 2013
  - D. Approval of District Reimbursement Claims and Payment of Bills Owed by the District
  - E. Approval of District Employee Timesheet & Leave Records for the Month of December
  - F. Acceptance of Conservation Program Specialist Reports
  - G. Acceptance of District Conservationist Agency Report
  - H. Acceptance of NRCS Farm Bill performance worksheets
5. Consideration of and Possible Action on Items to be Removed Consent Agenda
6. Cost Share Program Year 15
7. Discussion and/or Possible Action on the Following District Operation Items:
  - A. Ethics Commission - Personal Financial Reporting
  - B. Information on switching our internet and phone from AT&T to Cox Communications.
  - C. Update on possible funding requests to outside groups like Tulsa Community Foundation and the Keiser Foundation.
  - D. Email from Lisa Knauf in reference to the Districts FY 2014 operating expenses.
  - E. PayPal fund transfers.
  - F. TACF Agenda review.
8. Proposed Executive Session:

Vote in open session to enter Executive Session, as authorized by Title 25 O.S. Section 307 (B) (1), to discuss District Manager position..

If the executive session is approved, designate in open session the person keeping minutes.

  - A. Return to open session and establishment of quorum. Take any action or entertain a motion related to executive session described above.
9. New Business:
10. Public Comments:
11. Adjourn:

Next regularly scheduled meeting is February 13, 2014 at the Tulsa County Conservation District Office:  
5401 S. Sheridan Rd., Suite 201, Tulsa, OK 74145.



Tulsa County Conservation District  
5401 S. Sheridan Road, Suite 201 \* Tulsa, Oklahoma 74145-7522  
918-280-1595 Fax: 280-1594 E-Mail: [Tulsaccd@conservation.ok.gov](mailto:Tulsaccd@conservation.ok.gov)

## STATEMENT OF APPROVAL OF MINUTES

I certify that the minutes of the meeting of the Tulsa County Conservation District Board of Directors held on **January 9, 2014** were approved as written by a vote in the **regular** meeting of the Board of Directors held on **February 13, 2014**.

  
Chair, Board of Directors

2/13/2014  
Date

Attest:



**Minutes  
Tulsa County Conservation District  
Regular Board Meeting**

Date: January 9, 2014

Time: 4:00 PM

Members Present: John Beasley, Chairman  
Roy Foster, Treasurer  
Scott VanLoo, Vice Chairman

Members Absent: Craig Thurmond, Member  
Michelle Barnett, Member

Others Present: Gabrielael Parker, District Secretary  
Scott Grant, Conservation Program Specialist  
Gray Bishop, District Conservationist

**1. Meeting Called to Order:**

Chairman Beasley called the meeting to order at 5:28 PM. He noted this was a regular meeting and is held in compliance with the Open Meeting Act, Title 25 of the Oklahoma Statutes, Section 301 and following, as amended. Notice of this meeting is on file with the county clerk's office. The agenda for this meeting was posted on January 8, 2014 in the front window at 5401 S. Sheridan, Suite 201, Tulsa, Oklahoma 74145.

**2. Roll Call**

**3. Consider, Discuss, and Take possible action on the following agenda items:**

**4. Consideration of Consent Agenda:**

- A. Approval of Minutes from the December 12, 2013 Rescheduled Regular Meeting**
- B. Approval of Financial Statements & District Budget for Period Ending December 31, 2013**
- C. Review of TACF financials for Period Ending December 31, 2013**
- D. Approval of District Reimbursement Claims and Payment of Bills Owed by the District**
- E. Approval of District Employee Timesheet & Leave Records for the Month of December**
- F. Acceptance of Conservation Program Specialist Reports**
- G. Acceptance of District Conservationist Agency Report**
- H. Acceptance of NRCS Farm Bill performance worksheets**

After a brief discussion, Scott VanLoo made a motion to accept the consent agenda as presented. Roy Foster 2<sup>nd</sup> the motion. Nays: None. The motion carries.

**5. Consideration of and Possible Action on Items to be Removed Consent Agenda**

**6. Cost Share Program Year 15**

Scott Grant stated that by tomorrow all three participants in the Cost Share Program this year should have their paperwork signed and completed, and can start to implement the practices on their property.

**7. Discussion and/or Possible Action on the Following District Operation Items:**

**A. Ethics Commission - Personal Financial Reporting**

John Beasley stated that he had requested this item to be on the agenda as a reminder that it needed to be completed and submitted by April 2014.

**B. Information on switching our internet and phone from AT&T to Cox Communications.**

Gabriel Parker had stated she had spoken to the NRCS State IT specialist Carl Pinson about the possibility of having the TCCD phone line with Cox, and NRCS phone lines remain with AT&T. He said that he had spoken with someone (in which Gabriel had not known who in the State office) in the State office that handles phone matters for NRCS, and she said that the possibility was slim due to the fact that TCCD staff answers NRCS lines as well. It would be difficult to set up two different carriers for this purpose. Carl also stated that the answer he received was not a complete answer and that he was waiting for a more definitive answer from the state. Carl said that he would give me that information when he heard back from the State office.

**C. Update on possible funding requests to outside groups like Tulsa Community Foundation and the Keiser Foundation.**

Scott had informed the Board that these particular groups do not have a process in which Non-Profit groups can submit a funding proposal for a project idea, and they distribute funds directly. He said that TCF has many donors but they do not give out the names of the donors. So we could give them a project idea and they would look at their donors to see which one may be interested in the project, and see if the donor would donate to fund the project. I.e. they act as the "middle man" between Non-Profit organizations and donors.

**D. Email from Lisa Knauf in reference to the Districts FY 2014 operating expenses.**

John Beasley had stated that OCC decided to provide an extra \$1000 to all conservation districts that would apply to their operating expenses. Scott Grant said that it was a good thing because we were only allocated \$3000 dollars this fiscal year. Gabriel Parker also stated that as of December we had about \$700.00 left for our allocation.

**E. PayPal fund transfers**

Gabriel Parker stated that with permission from John Beasley, she transferred \$33.00 to our PayPal account to pay for virus software for the District laptop last week. She said that when she went to use the laptop to purchase the virus software she received a notice stating that the laptop battery was permanently dead. She had told John that she had found a battery on newegg.com for \$29.95 and could pay for it using PayPal. She said that she decided to pay for the battery first then purchase the virus software next. She also stated that she had to transfer another \$33.00 to

the PayPal account on Wednesday to purchase the virus software next. Scott Grant had wanted to ask the Board about maintaining a balance of \$100.00 or \$75.00, just as an example, in the PayPal account to make some office purchase since TCCD does not have a debit card. He stated that some purchase would be made easier this way because of the fact that many businesses accept payment via PayPal. He said that it would be almost exactly like having a petty cash system. Roy Foster wanted to know how the board could oversee purchases being made through PayPal. Scott said that when you make a purchase it sends an email confirmation with product detail including the amounts, time, date, etc. Gabrielae said that she received about five emails confirming purchase, payment confirmation and receipts as well as when the battery would ship. Gabrielae said that she would add Ryo's email as well as the rest of the Board's emails so that when we make a purchase, an email confirmation would go to those emails as well. Scott VanLoo had asked could we transfer the money back to the bank account if we needed to use the money for something else. Gabrielae said that we can make transfers back and forth if need be. Roy Foster made a motion to allow TCCD staff to transfer \$100.00 to the PayPal account to maintain a balance for future use, with the addition of his email as well as John's and other board member emails for oversight. Scott VanLoo 2<sup>nd</sup> the motion. Nays: None. The motion carries.

**F. TACF Agenda review.**

John said that as a part of the improved communication between the two boards, he would like to have the Foundation add the CPS reports to their agendas as well as TCCD minutes. He also said that he would like to have them vote to accept the CPS reports as well as our TCCD minutes to ensure that the Foundation members have seen and read them. John said that he would like to add the acceptance of the TACF meeting minutes to our consent agenda as well. This would ensure that TCCD board members have seen and read TACF minutes. TACF is scheduled to have a meeting on Monday January 13, 2014 at 5PM. John stated that he would be unable to make it on Monday. Roy Foster said that would be able to make it, as well as Scott VanLoo.

**8. Proposed Executive Session:**

**Vote in open session to enter Executive Session, as authorized by Title 25 O.S. Section 307 (B) (1), to discuss District Manager position...**

**If the executive session is approved, designate in open session the person keeping minutes.**

Roy Foster made a motion to enter Executive Session with all board members remaining with Scott VanLoo taking minutes.

Board enter ES at 6:04 PM

**A. Return to open session and establishment of quorum. Take any action or entertain a motion related to executive session described above.**

The Board returned to open session at 6:17 PM and no additional action was taken.

**9. New Business:**

No new business.

**10. Public Comments:**

No public comments.

**11. Adjourn:**

John Beasley adjourned the meeting at 6:18 PM

The next regularly scheduled meeting is February 13, 2014 at the Tulsa County Conservation District Office: 5401 S. Sheridan Rd., Suite 201, Tulsa, OK 74145.

12:00 PM

01/10/14

Accrual Basis

**Tulsa County Conservastion District**  
**Profit & Loss**  
**December 2013**

	<u>Dec 13</u>
<b>Income</b>	
Administrative Income	3,430.65
Aerials and Maps	60.00
OCC Reimbursements	<u>5,522.62</u>
<b>Total Income</b>	9,013.27
<b>Expense</b>	
Aministrative Expense	33.00
Director Fees	175.00
Employee Benefits	238.78
Payroll	2,506.45
Payroll Tax	1,380.38
Telephone and Internet	136.68
Travel	<u>139.80</u>
<b>Total Expense</b>	4,610.09
<b>Net Income</b>	<u><u>4,403.18</u></u>

**Tulsa County Conservasion District**  
**Profit & Loss Detail**  
 December 2013

Accrual Basis

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Income</b>								
<b>Administrative Income</b>								
Deposit	12/4/2013		TCCD	TACF FY 20...		Arvest Checki...	3,430.00	3,430.00
Deposit	12/31/2013		Arvest	Interest Pay...		Arvest Checki...	0.19	3,430.19
Deposit	12/31/2013		Arvest	Interest Pay...		Arvest Special...	0.01	3,430.20
Deposit	12/31/2013		Arvest	Interest Pay...		Arvest Money ...	0.45	3,430.65
<b>Total Administrative Income</b>							<b>3,430.65</b>	<b>3,430.65</b>
<b>Aerials and Maps</b>								
Deposit	12/13/2013		TCCD	URS		Arvest Special...	28.00	28.00
Deposit	12/20/2013		TCCD	The Assesm...		Arvest Special...	32.00	60.00
<b>Total Aerials and Maps</b>							<b>60.00</b>	<b>60.00</b>
<b>OCC Reimbursements</b>								
Deposit	12/23/2013		OCC	Reimbursem...		Arvest Checki...	5,522.62	5,522.62
<b>Total OCC Reimbursements</b>							<b>5,522.62</b>	<b>5,522.62</b>
<b>Total Income</b>							<b>9,013.27</b>	<b>9,013.27</b>
<b>Expense</b>								
<b>Administrative Expense</b>								
Check	12/31/2013		PayPal	PAYPAL TR...		Arvest Checki...	33.00	33.00
<b>Total Administrative Expense</b>							<b>33.00</b>	<b>33.00</b>
<b>Director Fees</b>								
Check	12/13/2013	8223	John Beasely	2nd Quarter ...		Arvest Checki...	50.00	50.00
Check	12/16/2013	8225	Scott VanLoo	2nd Quarter ...		Arvest Checki...	50.00	100.00
Check	12/20/2013	8224	Roy Foster	2nd Quarter ...		Arvest Checki...	50.00	150.00
Check	12/24/2013	8226	Michelle Barnett	2nd Quarter ...		Arvest Checki...	25.00	175.00
<b>Total Director Fees</b>							<b>175.00</b>	<b>175.00</b>
<b>Employee Benefits</b>								
Check	12/31/2013	8218	OCC	December Pr...		Arvest Checki...	238.78	238.78
<b>Total Employee Benefits</b>							<b>238.78</b>	<b>238.78</b>
<b>Payroll</b>								
Check	12/13/2013	8221	Gabriel S Parker	December 1-1...		Arvest Checki...	788.23	788.23
Check	12/16/2013	8222	Scott D Grant	December 1-1...		Arvest Checki...	929.99	1,718.22
Check	12/31/2013	8228	Gabriel S Parker	December 16...		Arvest Checki...	788.23	2,506.45
<b>Total Payroll</b>							<b>2,506.45</b>	<b>2,506.45</b>
<b>Payroll Tax</b>								
Check	12/10/2013		IRS	November 20...		Arvest Checki...	1,238.38	1,238.38
Check	12/24/2013		Oklahoma Tax Com...	November 20...		Arvest Checki...	142.00	1,380.38
<b>Total Payroll Tax</b>							<b>1,380.38</b>	<b>1,380.38</b>



**Tulsa County Conservation District**  
**Profit & Loss Detail**  
 December 2013

Accrual Basis

Type	Date	Num	Name	Memo	Ctr	Split	Amount	Balance
Telephone and Internet Check	12/23/2013		AT&T	November 20...		Arvest Checki...	136.68	136.68
Total Telephone and Internet							136.68	136.68
Travel Check	12/13/2013	8219	Gabriel S Parker	November Mi...		Arvest Checki...	74.26	74.26
Check	12/16/2013	8220	Scott D Grant	November Mi...		Arvest Checki...	65.54	139.80
Total Travel							139.80	139.80
Total Expense							4,610.09	4,610.09
<b>Net Income</b>							<b>4,403.18</b>	<b>4,403.18</b>

**CPS Report  
December 2013**

**Meetings:**

12/5/2013	Meet with Cheryl about internship report
12/10/2013	Locally Led Conservation meeting
12/12/2013	LID contest meeting
12/12/2013	TCCD board meeting
12/13/2013	Environmental Education Committee meeting

**Special Events:**

12/11/2013	Farm show setup
12/24-25/2013	Christmas Holidays

**Up Coming Events:**

1/9/2014	TCCD Board Meeting
1/13/2014	TACF Board Meeting

**Work Duties Performed:**

- ❖ Blue Thumb internship work
- ❖ Work on OSU-Tulsa internship report
- ❖ Meet with Cheryl about Blue Thumb internship
- ❖ Coordinate CSPY 14 and 15, monthly reports
- ❖ Pull and file aerials
- ❖ Maintain time, attendance, duties list, volunteer hours and master list
- ❖ Organize storage rooms
- ❖ Assist with agenda and minutes for meetings
- ❖ Answer phones
- ❖ Chair LID Contest Rules and Site Selection committee
- ❖ Attend LID contest meetings
- ❖ Coordinate outreach education events
- ❖ Attend TCCD board meeting
- ❖ Assist OCC with setup of Farm Show booth
- ❖ Locally Led Conservation Meeting

**Agency Report  
Natural Resources Conservation Service  
Tulsa County Board of Directors Meeting  
January 9, 2014**

**Programs**

**EQIP** – 9 Environmental Quality Incentives Program (EQIP) applications for FY 2014 have been received.

**CSP** – No Conservation Stewardship Program (CSP) applications for FY 2014 have been received.

**WHIP** – No Wildlife Habitat Incentives Program (WHIP) applications for FY 2014 have been received to evaluate and rank. Currently, there is no funding to support the development of new contracts for FY 2014 in Oklahoma.

**State Cost Share**

Program Year 15 Project Agreements: 3 Applications Received; 3 Approved; 0 Completed

**Farm Bill:**

Applications for EQIP, WHIP, WRP, CSP and GRP are taken anytime.

**Outreach Events:**

The Tulsa NRCS staff will provide outreach/program information at the upcoming Greater Tulsa Home and Garden Show scheduled in March 2014. The NRCS field office employees assisted in staffing and providing outreach information at the USDA Booth; during the Tulsa Farm Show in December 2013.

# Performance Worksheet/Operational Tasks

Use this form July 1, 2013 to June 30, 2014

**Tulsa County**

Conservation District:

**December-13**

Month & Year

Day of Month

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
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## Conservation Planning

Customer service toolkit data entry																														
Conservation plan maintenance																														
Assemble plan components																														
Conducts on-site inspections																														
Provide practice check out services																														
Development of plan and soil maps																														
Other																														

## Outreach for Farm Bill Programs

News Article Development																														
Outreach Activities																														
Assist with monthly outreach report																														
Public presentations																														
Success stories																														
Earth Team volunteer program																														
Assist with statewide media																														
Other																														

## Administrative Assistance for Farm Bill Programs

Filing		X	X	X	X				X	X	X	X	X			X	X	X	X	X			X							X
Updating General Manual and FOTG									X	X	X	X	X																	
Receptionist		X	X	X	X				X	X	X	X	X			X	X	X	X	X			X				X			X
General office correspondence		X	X	X	X				X	X	X	X	X			X	X	X	X	X			X				X			X
Record of meeting minutes																			X											
Maintain office schedules				X							X								X											
Maintain ledgers		X	X	X	X				X	X	X	X	X			X	X	X	X	X			X				X			X
Other		X	X	X	X				X	X	X	X	X			X	X	X	X	X			X				X			X

## Farm Bill Contracting

Explain and promote farm bill programs									X																					
Local work group coordination									X																					
Complete program applications																														
Program application rankings																														
Compile and file applications																														
Prepare and mail form letters		X									X							X												
Plan and contract development																														
Provide technical assistance																														
Update and maintain LTP-003																														
Other Farm Bill Activities (add as needed)																														

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Estimated number of hours all district staff worked this month assisting with Farm Bill delivery:  25 Hours

I certify that the above items as marked have been accomplished according to the terms of this agreement and meet with my full satisfaction:

Conservation District Board Representative (Signature & Date)

*Gay Bishop*  
 NRCS District Conservationist (Signature & Date)

# FINANCIAL DISCLOSURE STATEMENT

# F-1

04/12

## ETHICS COMMISSION

B-5 State Capitol  
Oklahoma City, OK 73105  
(405) 521-3451  
FAX (405) 521-4905

### INSTRUCTIONS:

Please consult Sections 318 through 322 of Title 51 of the Oklahoma Statutes when completing this statement.

**REPORT PERIOD:** Initial report -- preceding two calendar years.  
Succeeding reports -- period since most recent F-1 was filed.

**WHO MUST REPORT:**  
ELECTED COUNTY OFFICIALS  
COUNTY CANDIDATES  
MEMBER BOARD OR COMMISSION

**WHEN DUE:**  
on or before the fortieth day after each General Election.  
by tenth day following the last day for filing declarations of candidacy if activity exceeds \$500.  
upon initial appointment and by April 30 of each even-numbered year.

Send Report or Fax to \* Ethics Commission \* 2300 N Lincoln Blvd Rm B5 \* Oklahoma City, Oklahoma 73105-4812 \* Fax (405) 521-4905

**NAME:** (Last, First, Middle)

Birth Date

Business Address (Street or Box, City, State, Zip)

Residential Address (Street or Box, City, State, Zip)

**CHECK YOUR FILING STATUS:** (mark only one box)

- An elected county official.
- A county candidate running in an election:  
month \_\_\_\_\_ year \_\_\_\_\_
- A member of a board or commission.

**POSITION YOU ARE A CANDIDATE FOR, HAVE BEEN ELECTED TO, HOLD OR HAVE BEEN APPOINTED TO:** (fill in applicable blanks)

Position title:

County or agency of the office:

Position number:

Term begins:

ends:

Appointment date:

Employment date:

**1. OCCUPATION OR BUSINESS:** (current or prior to this election or appointment)

**2. PRIOR POSITIONS HELD AS A PUBLIC OFFICIAL:** (List most recent positions first)

**3. SPOUSE AND ADULT CHILDREN:** Give the following information for your spouse and all living adult children (over 18 years of age) if your spouse or children are doing business with the county you are serving or seeking office in.

NAME	RESIDENTIAL ADDRESS	BUSINESS ADDRESS	OCCUPATION

Check here  if continued on attached sheet





# Commercial Services Agreement

12/12/2013

<b>Cox Account Rep:</b>	Robert Valickus - 20072	<b>Cox System Address:</b>	
<b>Phone Number:</b>	888-263-0979		11811 East 51st Street South
<b>Fax Number:</b>	918-286-4010		Tulsa, OK 74146

Customer Information		Authorized Customer Representative Information	
<b>Legal Company Name:</b>	USAA NRCS	<b>Full Name:</b>	Gabrielle .
<b>Street Address:</b>	5401 S SHERIDAN RD #201	<b>Billing Contact:</b>	9182801596
<b>City/State/Zip:</b>	Tulsa, Oklahoma 74145	<b>Fax:</b>	
<b>Billing Address:</b>		<b>Contact Number:</b>	9182801596
<b>City/State/Zip:</b>		<b>Email Address:</b>	tulsaccd@conservation.ok.gov
<b>Cox Account #:</b>	186-0000000-00		

Taxes and Fees Not Included						
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
Cox Business Unlimited Long Distance (Per Line)	0	1	\$6.00	36	\$6.00	
Cox Business VoiceManager Office Line	0	1	\$20.00	36	\$20.00	
CBI Select - 10Mb/2Mb Static - PowerBoost 14/3	0	1	\$63.99	36	\$63.99	
FREE PC TuneUp: Promo Code: Cox IT	0	1	\$0.00			\$0.00
Q4B 1 Month Free - CBI	0	1	\$0.00			\$0.00
Q4B 1mo Free - VMGR Office & Unlimited LD	0	1	\$0.00			\$0.00
<b>Totals:</b>					\$89.99	\$0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

If you are an Ethernet customer, please initial below.		Merge Bill
<input type="checkbox"/>	Inter-State Service. By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.	No

Special Conditions

**Promotion Details**

- \*Offer ends 12/31/13. Available to new commercial subscribers of Cox Business VoiceManager<sup>SM</sup> Office (excluding Centrex), Cox Unlimited Long Distance and Cox Business Internet<sup>SM</sup> Select (max. 10/2 Mbps). Prices based on 3-year service term. Any additional VoiceManager lines will be at regular rate. Prices based on 3-year service term. One (1) free month will appear on the first month's bill as a credit for new monthly service fees only. Free month offer does not include features, applicable taxes, or fees. Free PC Tune-up is available for one computer per business. Additional computers can receive a tune-up for an additional charge. Free PC tune-up redemption telephone number and promotional code will be provided on your contract at time of sale. Free install limited to standard installation; maximum outlets and allowances may apply. Equipment may be required. Prices exclude equipment, installation, taxes, and fees, unless indicated. Speeds not guaranteed; actual speeds vary. Rates and bandwidth options vary and are subject to change. Phone modem provided by Cox, requires electricity, and has battery backup. Access to E911 may not be available during extended power outage or if modem is moved or inoperable. Discounts are not valid in combination with or in addition to other promotions, and cannot be applied to any other Cox account. 30-day satisfaction guarantee limited to refund of standard installation/activation fees and the first month's recurring service and equipment fees (and equipment purchase fees if purchased from Cox) for the newly subscribed services only. Excludes all other costs and charges. Refund must be claimed within 30 days of service activation. Other restrictions apply. © 2013 Cox Communications, Inc. All rights reserved.

- FREE PC Tune Up: To receive your free PC Tune Up: Call 1-866-951-7984 and provide the promotional code "Cox IT" to your care representative. Offer must be redeemed by 1/31/14. Free PC Tune-up is available for one computer per business. Additional computers can receive a tune-up for an additional charge. Free PC tune-up redemption telephone number and promotional code will be provided on your contract at time of sale. Services not available in all areas. Other restrictions apply.

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement and any other terms and conditions applicable to the Services selected above, including without limitation, the Cox tariffs, Service Guides, state and federal regulations, the General Terms located at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the AUP and the General Terms by signing this Agreement. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. Cox may withdraw this proposal at any time prior to Customer's signature. If, within thirty (30) days after Customer's signature below, Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate this Agreement without liability. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Services shall be subject to price increases for the remaining Term. Both parties agree that each party may use electronic signatures to sign this Agreement. Unless otherwise agreed to by the parties in a written amendment to this Agreement, Customer shall satisfy the MRC set forth above for the duration of the Term. Cox may charge Customer a termination fee equal to the amount of the MRC reduction resulting from a partial termination of a Service multiplied by the number of months remaining in the Term. If Cox performs any work including construction or incurs any costs to provide Service to Customer and Customer cancels this Agreement prior to Service installation, Customer shall be liable for Cox's reasonable costs in addition to any other termination charges. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms.

Customer Authorized Signature	CoxCom, LLC., Cox Oklahoma Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

The terms and conditions set forth on the Cover Page and below (the "Service Terms"), together with the Additional Terms and Conditions available at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms" and collectively with the Service Terms and any other policies and terms incorporated by reference in the Service Terms, this "Agreement"), will govern Customer's use of the services identified on the attached cover page, or if in the Cox Business e-commerce environment, as selected above (the "Cover Page") (each a "Service").

**1. Tariffs/Service Guide** If Customer is purchasing any Services that are regulated by the FCC or any state regulatory body ("Regulated Services"), then Customer's use of such Regulated Services is subject to the regulations of the FCC and the regulatory body of the state in which the Customer location receiving these Regulated Services is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. For states where the Regulated Services are de-tariffed, Regulated Services are provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://ww2.cox.com/business/voice/regulatory.cox> and which such terms are incorporated herein by reference. Cox may amend such tariffs (and if applicable, the SG) and the Regulated Services shall be subject to such tariffs (or if applicable, the SG), as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

**2. PBX Usage and E911 Services** PLEASE REVIEW THE FOLLOWING WEBSITE FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES: <http://ww2.cox.com/business/voice/regulatory.cox>, in addition to the information about PBX Service and e911 Service in Section C13 of the General Terms. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

**3. Service Start Date and Term** This Agreement shall be effective upon execution by the parties. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page; provided that if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control. If Customer delays installation for a period of three (3) months or longer after the parties' execution of this Agreement, Cox reserves the right to terminate this Agreement immediately at any time thereafter and Customer shall be responsible for the full amount of construction costs and any other related costs incurred by Cox as of the date of termination. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

**4. Termination** Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay a termination fee equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If Cox is delivering Services via wireless network facilities and there is signal interference with any such Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

**5. Payment** Customer shall pay for all monthly Service charges, plus one-time set-up, installation and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. Customer acknowledges and agrees that if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described in Section 5, above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

**6. Service and Installation** Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any facilities or equipment installed or provided by Cox (the "Cox Equipment"). Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cox network or Cox Equipment and (b) complies with the AUP. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of the related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Web hosting customers may view the AUP by clicking on the control panel. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance.

**7. E-Rate Customers** If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the additional terms in Section C9 of the General Terms will apply.

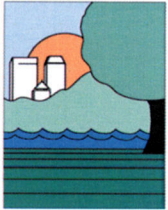
**8. General Terms** The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

**9. LIMITATION OF LIABILITY** COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

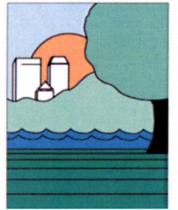
**10. WARRANTIES** EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

**11. Public Performance.** If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.





TULSA AREA  
CONSERVATION  
FOUNDATION



TULSA AREA  
CONSERVATION  
FOUNDATION

## AGENDA

**Final**

**Special Board Meeting**  
**Tulsa Area Conservation Foundation**  
**5401 S. Sheridan Rd., Tulsa, OK**  
**Monday, January 13, 2014 – 5:00 pm**

1. Meeting call to order.
2. Roll call.
3. Consider, Discuss and Take Appropriate Action on the Following Items:
  - a) Approval of Minutes from the November 4, 2013 TACF meeting (held jointly with TCCD Board).
  - b) Acceptance of Treasurer's Report through December 2013.
  - c) Approval of new TACF Board Officers: Chair, Vice-Chair, Secretary, Treasurer.
  - d) Approval of TCCD Board request for \$75 for TCCD lifetime membership in Oklahoma Blue Thumb Association.
  - e) Approval of \$75 for TACF lifetime membership in Oklahoma Blue Thumb Association.
  - f) Discuss proposed draft amendments to TACF By-Laws.
  - g) Discuss concepts of future functions of TACF, including meeting schedules and Board membership.
  - h) Authorize payment for soliciting legal advice from a non-profit attorney on certain aspects of TACF operations and Board structure.
  - i) Discuss 2014 Resource Management Conference planning.
4. New Business.
5. Adjournment.

*The next TACF Board meeting date and location have not yet been determined.*