

AGENDA
BOARD OF CITY COMMISSIONERS
December 3, 2018 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Consider approval of Consent Agenda:
 - a. Minutes from the November 19, 2018 regular meeting.
 - b. Acknowledge the following minutes:
 - Shawnee Community Beautification Committee from October 18, 2018 meeting.
 - c. Acknowledge resignation of William Kirkland from the Zoning Board of Adjustments.
 - d. Mayor's Appointment:

Zoning Board of Adjustments
Crystal Richardson 1st Partial Term Expires 06/01/2020
Replaces Ed Bolt – Resigned
 - e. Authorize the approval of Incode Systems 10 upgrade.
 - f. Confirm and approve the Interim City Manager's hiring of Jennifer Greenland as the Human Resources Director.
 - g. Acknowledge Oklahoma Municipal Retirement Fund Retirement for Christopher Thomas, Sr.
 - h. Acknowledge Oklahoma Municipal Retirement Fund Retirement for Keith Mangus.
 - i. Acknowledge Oklahoma Municipal Retirement Fund Retirement for Mike Likens.
 - j. Acknowledge Oklahoma Municipal Retirement Fund Retirement for Michael Bertram.
 - k. Acknowledge Oklahoma Municipal Retirement Fund Retirement for James Randall Wesley.
 - l. Acknowledge Oklahoma Municipal Retirement Fund Retirement for Terry Chancellor.

2. Presentation by Animal Control to present the Pet of the Week.
3. Citizens Participation
(A three minute limit per person)
(A twelve minute limit per topic)
4. Presentation of Oklahoma Municipal League (OML) certificates to employees with 25 or more years of service with the City of Shawnee.

Penny Kesler
Darrin Fowler
5. Recognition of Justin Beaver for receiving the Technician of the Quarter Award from the Oklahoma 9-1-1 Authority.
6. Consider and take action with respect to a resolution of the City Commissioners of the City of Shawnee, Oklahoma (the "City") approving the incurrence of indebtedness by the Shawnee Municipal Authority (the "Authority") issuing its sales tax revenue note, series 2018 (the "Note"); providing that the organizational document creating the Authority is subject to the provisions of the note indenture, authorizing the issuance of said Note; waiving competitive bidding with respect to the sale of said note and approving the proceedings of the Authority pertaining to the sale of said Note; approving and authorizing a sales tax agreement by and between the City and the Authority pertaining to the year-to-year pledge of certain sales tax revenues; establishing the City's reasonable expectation with respect to the issuance of tax-exempt obligations by or on behalf of said City in calendar year 2018, and designating the note as a qualified tax-exempt obligation; and containing other provisions relating thereto.
(Finalized resolution will be provided at the meeting.)
7. Consider approval of Engagement Letter with BOK Financial Securities, Inc. for financial advisory services.
8. Interim City Manager Report
9. New Business
(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
10. Commissioners Comments
11. Receive cyber security training from Oklahoma Municipal Assurance Group (OMAG).
12. Adjournment

Respectfully submitted

Lisa Lasyone, CMC, City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made. (ADA 28 CFR/36)

Regular Board of Commissioners

1.a.

Meeting Date: 12/03/2018

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the November 19, 2018 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
NOVEMBER 19, 2018 AT 6:00 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, November 19, 2018 at 6:00 p.m., pursuant to notice duly posted as prescribed by law. Mayor Finley presided and called the meeting to order. Upon roll call, the following members were in attendance.

Richard Finley
Mayor

Ed Bolt
Commissioner Ward 1

Ron Gillham
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Darren Rutherford
Commissioner Ward 4

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION

Don Lynch, Emergency Management
Director

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes from the November 5, 2018 regular meeting.
- b. Acknowledge the following reports and minutes:
 - License Payment Report for October 2018
 - Project Payment Report for October 2018
 - Shawnee Urban Renewal Authority Minutes from August 7, 2018 meeting.

- c. Confirm and approve the appointment of Nicholas C. Atwood as the Municipal Judge.
- d. Confirm and approve the Interim City Manager's hiring of Michael Ludi as the Director of Engineering.
- e. Acknowledge Oklahoma Municipal Retirement Fund Retirement for Teresa Brown.
- f. Acknowledge Oklahoma Municipal Retirement Fund Retirement for Perry McAlister.
- g. Acknowledge Oklahoma Municipal Retirement Fund Retirement for Terry Cook.
- h. Acknowledge Oklahoma Municipal Retirement Fund Retirement for Charlie Oden, Jr.
- i. Acknowledge Oklahoma Municipal Retirement Fund Retirement for Damon Townsend.
- j. Acknowledge Oklahoma Municipal Retirement Fund Retirement for Michael Murrell.
- k. Acknowledge Oklahoma Municipal Retirement Fund Retirement for Tamera Johnson.

A motion was made by Commissioner Bolt, seconded by Commissioner Gillham, to approve Consent Agenda Item Nos. 1(a-k). Motion carried 7-0.

AYE: Bolt, Gillham, Harrod, Finley, Rutherford, Sehorn, Salter

NAY: None

AGENDA ITEM NO. 2:

Presentation by Animal Control to present the Pet of the Week.

Animal Control Officer Derek Woody introduced Drina, an eight-year-old domestic short hair cat. She is a very loving cat with a good temperament.

AGENDA ITEM NO. 3:

Citizens Participation
(A three-minute limit per person)
(A twelve-minute limit per topic)

Ms. Holly Gordon complemented the Shawnee Police Department on their assistance with the Santa Clause Bike Ride. Fifty riders were present to ride ten miles around Shawnee. Ms. Gordon also commented on the annual Christmas Tree Lighting event held Downtown last Friday.

AGENDA ITEM NO. 4:

Recognition of Lieutenant Tony Pack for receiving the 2018 Shawnee Fire Department Firefighter of the Year Award.

Shawnee Fire Chief Dru Tischer introduced Lieutenant Tony Pack. Lieutenant Pack was nominated by his peers for the 2018 Shawnee Fire Department Firefighter of the Year Award.

AGENDA ITEM NO. 5:

Recognition of Captain Roy Reese for receiving the 2018 Shawnee News-Star Firefighter of the Year Award.

Shawnee Fire Chief Dru Tischer introduced Captain Roy Reese. Captain Reese was nominated by citizens for the 2018 Shawnee News-Star Firefighter of the Year Award.

AGENDA ITEM NOS. 6, 7, AND 8 WERE MOVED UNTIL AFTER AGENDA ITEM NO. 11 BY THE POWER OF THE CHAIR.

AGENDA ITEM NO. 9:

Consideration of a resolution to declare certain items surplus property and authorizing the sale of said items at auction or disposal at the City's discretion.

Deputy Director of Operations Geoff Garner gave a staff report and explained all items declared surplus will be auctioned off on November 24th at 10:00 a.m. at the Heart of Oklahoma Exposition Center by Excel Auction. Any items that are not sold will be disposed of however deemed fit by the City of Shawnee.

Resolution No. 6576 was introduced.

A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEMS; AND AUTHORIZING THE SALE OF SAID ITEMS BY PUBLIC AUCTION AND, IN THE EVENT ITEMS DO NOT SELL AT PUBLIC AUCTION, DISPOSAL AT THE CITY'S DISCRETION.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bolt, to approve a resolution to declare certain items surplus property and authorizing the sale of said items at auction or disposal at the City's discretion. Motion carried 7-0.

AYE: Harrod, Bolt, Finley, Rutherford, Sehorn, Salter, Gillham

NAY: None

AGENDA ITEM NO. 10: Discussion, consideration, and possible action to approve an agreement with Excel Auction to auction surplus City property.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Sehorn, to approve an agreement with Excel Auction to auction surplus City property. Motion carried 7-0.

AYE: Harrod, Sehorn, Salter, Bolt, Gillham, Finley, Rutherford

NAY: None

AGENDA ITEM NO. 11: Acknowledge monthly Sales Tax and City Treasurer Report.

Finance Director Chance Allison reported sales tax was up 1.2% and use tax was down 1.6% year-to-date.

AGENDA ITEM NO. 6: Discussion, consideration, and possible approval of a resolution of the Mayor and the City Commission that establishes and

provides for compensation of Municipal Judge Nicholas C. Atwood pursuant to Article II, Chapter 12, Section 12-28 of the Shawnee Municipal Code.

Resolution No. 6577 was introduced.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA THAT ESTABLISHES AND PROVIDES COMPENSATION OF THE MUNICIPAL JUDGE PURSUANT TO ARTICLE II, CHAPTER 12, SECTION 12-28 OF THE CITY CODE.

A motion was made by Commissioner Bolt, seconded by Commissioner Rutherford, to approve a of the Mayor and the City Commission that establishes and provides for compensation of Municipal Judge Nicholas C. Atwood pursuant to Article II, Chapter 12, Section 12-28 of the Shawnee Municipal Code. Motion carried 7-0.

AYE: Bolt, Rutherford, Sehorn, Salter, Gillham, Harrod, Finley

NAY: None

AGENDA ITEM NO. 7:

Consideration of a contract with Municipal Judge Nicholas C. Atwood.

City Attorney Joe Vorndran explained that Mr. Atwood indicated it was discussed previously that he would be subject to an annual review and that language is not addressed in this contract. Attorney Vorndran asked that if the Commission approves the contract, that a provision be added to require an annual review.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bolt, to approve a contract with Municipal Judge Nicholas C. Atwood adding a provision requiring an annual review. Motion carried 7-0.

AYE: Harrod, Bolt, Gillham, Finley, Rutherford, Sehorn, Salter

NAY: None

AGENDA ITEM NO. 8:

Swearing in of Nicholas C. Atwood as Municipal Judge.

Senior Deputy City Clerk Kacie Eck swore in Nicholas C. Atwood as Municipal Judge.

AGENDA ITEM NO. 12:

New Business (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda.)

There was no New Business.

AGENDA ITEM NO. 13:

Commissioners Comments

Commissioners commented on the Christmas Tree Lighting event and the Santa Bike Ride. They reminded everyone to have a happy and safe holiday weekend and remember the reason for the season. Commissioners also welcomed Municipal Judge Nicholas C. Atwood.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE
MUNICIPAL AUTHORITY (6:17 p.m.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE
CHAIR (6:18 p.m.)

AGENDA ITEM NO. 14:

Discussion, consideration, and possible action to enter into executive session for discussion related to the employment of Mark Flores in accordance with 25 O.S. § 307(B)(1) “Discussing the employment, hiring, appointment, demotion, disciplining, or resignation of any individual salaried public officer or employee.”

A motion was made by Commissioner Rutherford, seconded by Commissioner Bolt, to enter into executive session for discussion related to the employment of Mark Flores in accordance with 25 O.S. § 307(B)(1) “Discussing the employment, hiring, appointment, demotion, disciplining, or resignation of any individual salaried public officer or employee.” Motion carried 7-0.

AYE: Bolt, Rutherford, Sehorn, Salter, Gillham, Harrod, Finley

NAY: None

AGENDA ITEM NO. 15:

Discussion, consideration, and possible action to enter into executive session for discussion related to the employment of Interim City Manager in accordance with 25 O.S. § 307(B)(1) “Discussing the employment, hiring, appointment, demotion, disciplining, or resignation of any individual salaried public officer or employee.”

A motion was made by Commissioner Sehorn, seconded by Commissioner Gillham, to enter into executive session for discussion related to the employment of Interim City Manager in accordance with 25 O.S. § 307(B)(1) “Discussing the employment, hiring, appointment, demotion, disciplining, or resignation of any individual salaried public officer or employee.” Motion carried 7-0.

AYE: Sehorn, Gillham, Harrod, Finley, Rutherford, Salter, Bolt

NAY: None

COMMISSIONERS ENTERED INTO EXECUTIVE SESSION AT 6:19 P.M.
WITH ALL MEMBERS PRESENT.

COMMISSIONERS RECONVENED FROM EXECUTIVE SESSION AT 6:39
P.M. WITH ALL MEMBERS PRESENT.

AGENDA ITEM NO. 16:

Consider matters discussed in executive session related to the approval of the employment of Mark Flores in accordance with 25 O.S. § 307(B)(1) “Discussing the employment, hiring, appointment, demotion, disciplining, or resignation of any individual salaried public officer or employee.”

A motion was made by Commissioner Salter, seconded by Commissioner Rutherford, to approve the application for disability for Mark Flores. Motion carried 7-0.

AYE: Salter, Rutherford, Sehorn, Bolt, Gillham, Harrod, Finley

NAY: None

AGENDA ITEM NO. 17:

Consider matters discussed in executive session related to the approval of the employment of Interim City Manager in accordance with 25 O.S. § 307(B)(1) “Discussing the employment, hiring, appointment, demotion, disciplining, or resignation of any individual salaried public officer or employee.”

No action was taken.

AGENDA ITEM NO. 18:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:40 p.m.)

RICHARD FINLEY, MAYOR

ATTEST:

KACIE ECK, DEPUTY CITY CLERK

Regular Board of Commissioners

1.b.

Meeting Date: 12/03/2018

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Shawnee Community Beautification Committee from October 18, 2018 meeting.
-

Attachments

Beautification Minutes



Office of the Director of Operations

Minutes

Shawnee Community Beautification Committee

OCTOBER 18, 2018

The Shawnee Community Beautification Committee met at the Shawnee Chamber of commerce
The meeting was called to order at 4:04 pm

Roll Call was taken showing the following members present:

		Present	Absent
Member	Tom Terry	<u>X</u>	<u> </u>
Member	Debi Renegar	<u>X</u>	<u> </u>
Member	Joe Harbeson	<u> </u>	<u>X</u>
Member	Sherry Lankford	<u> </u>	<u>X</u>
Member	Kevin Huddleston	<u>X</u>	<u> </u>
Member	Ethan Birdwell	<u>X</u>	<u> </u>
Member	Mike Mlynek	<u> </u>	<u>X</u>
Member	Holly Gordon	<u> </u>	<u>X</u>
Member	Sue Nelson	<u>X</u>	<u> </u>
Member	Carla Smith	<u>X</u>	<u> </u>
City Staff	Whisper Peace	<u>X</u>	<u> </u>
City Staff	James Bryce	<u> </u>	<u>X</u>
City Staff	Jim VanAntwerp	<u>X</u>	<u> </u>
City Staff	Geoff Garner	<u>X</u>	<u> </u>

AGENDA NO 1 **Call to Order.**

AGENDA NO 2 **Roll Call and Declaration of a Quorum.** Roll was called and a quorum was declared.

- AGENDA NO 3** **Approved minutes for SEPTEMBER 20, 2018.** The minutes for October 18, 2018 were approved with a motion made by Debi Renegar and 2nd by Tom Terry. The motion carried unanimously.
- AGENDA NO 4** **Discussion on Meeting Dates for 2019.** Meeting dates were established for 2019.
- AGENDA NO 6** **Update on 400 block of E. Main project.** Pots have been placed in front of the participating businesses and Tom Terry passed around photos of the pots once they were completed.
- AGENDA NO 7** **Discussion on T.U.R.F. Program.** Carla presented information on the T.U.R.F. Program, a Summer Camp held at the Oklahoma State University the first 2 weeks of June to teach students about horticulture and landscaping, green houses, labs and other activities. Carla requested to speak and sell raffle tickets at the Gardening with the Experts to promote the camp. Tom made a motion for approval, Sue Nelson 2nd the motion. The vote carried unanimously.
- AGENDA NO 8** **Discussion and updates on Gardening with the Experts.** Tom is working on getting the information together for the Posters, Sponsorships, and door prizes. This year's speakers will be Marilyn Stewart, Carla Smith with Lindsay Goodson, and Steve Dobbs.
- AGENDA NO 9** **Old Business.**
- AGENDA NO 10** **New Business.**
- AGENDA NO 11** **Comments.** Geoff recognized Jim VanAntwerp for his hard work.
- AGENDA NO 12** **Adjournment.** Meeting was adjourned at 4:37 p.m.

Date

11-15-18

Chairman

Regular Board of Commissioners

1.c.

Meeting Date: 12/03/2018

ZBOA Resignation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge resignation of William Kirkland from the Zoning Board of Adjustments.

Attachments

ZBOA Resignation

11/15/2018

MAYOR

DIRECTOR PLANNING & ZONING

CITY OF SHAWNEE

WILLIAM KIRKLAND

PO BOX 2018

SEMINOLE, OKLA.

IT HAS BEEN WITH PLEASURE AND HONOR TO HAVE SERVED ON THE PLANNING AND ZONING BOARD FOR THE CITY OF SHAWNEE. THE FEW TIMES THE BOARD MET, WE WERE ABLE TO ACCOMPLISH THE TASK GIVING TO THE BOARD AND OF EACH TASK, WE AS A BOARD AGREED ON EACH ISSUE. THIS IS A GREAT ACCOMPLISHMENT DONE FOR THE BEST INTEREST OF THE CITY OF SHAWNEE AND ALL CITIZENS.

I FEEL REGRET TO HAVE TO INFORM THE CITY I MUST TENURE MY RESIGNATION AS A BOARD MEMBER. OVER WORK WAS NOT A PROBLEM!!!

I HAVE SOLD MY PROPERTY ON NORTH MARKET AND MOVED TO OUR LAND JUST EAST OF SEMINOLE. I CAN NO LONGER SERVE ON THE CITY OF SHAWNEE BOARD FOR THIS REASON.

THANK YOU FOR ALLOWING ME TO SERVE.


WILLIAM KIRKLAND

Regular Board of Commissioners

1.d.

Meeting Date: 12/03/2018

ZBOA Appointment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointment:

Zoning Board of Adjustments

Crystal Richardson 1st Partial Term Expires 06/01/2020

Replaces Ed Bolt – Resigned

Attachments

ZBOA Appointment

RECEIVED
NOV 19 2018
CITY CLERK



APPLICATION TO SERVE
Boards, Committees and Commissions

- ☒ Appointment
☐ Reappointment – Partial/First/Second Term

Name: <u>Crystal Richardson</u>	Application Date: _____
Address: <u>1136 E 10th St</u>	Date of Birth: <u>6-1-75</u>
Mailing Address: _____	
Daytime Phone: <u>405-317-6900</u>	Fax: _____ Email: <u>crystal@thedoggieaspot.com</u>
Profession: <u>Dog Trainer</u>	
Business Name: <u>The Doggie Spot</u>	
Business Address: <u>12a E Main</u>	
Business Phone: <u>405-875-8522</u>	Fax: _____ Email: _____

Do you live within the City Limits of the City of Shawnee? Yes or No (please circle)

Do you currently serve on a City board, committee or commission? Yes or No (please circle)

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 30+ years

Select the Board/Committee/Commission you are interested in serving on: (please check)

☐ Airport Advisory Board	☐ Library Board
☐ Beautification Committee	☐ Oklahoma Baptist University Trust Authority
☒ Board of Adjustment (Zoning) <u>1</u>	☒ Planning Commission <u>2</u>
☐ Civic and Cultural Development Authority	☐ Shawnee Hospital Authority
☐ Community Service Contracts Review Committee	☒ Shawnee Urban Renewal Authority <u>3</u>
☐ Housing Authority	☐ Traffic Commission
	☐ Other _____

Why are you interested in serving on the Board/Committee/Commission selected above?

New Ideas to Bring to table

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

Now Ideas and Have always wanted
2 Help out

What civic or volunteer activities (if any) are you currently involved in?

Leader Ship

List education, including degree(s) earned:

CPDT-KA Trick Dog Inst.

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?

No

Have you ever been charged and/or convicted of a felony? No

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
<u>MARCIA Koepke</u>	<u>friend</u>	<u>405-788-8157</u>
<u>Yoko Loftis</u>	<u>Friend</u>	<u>405-777-0363</u>

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature 

Date _____

Regular Board of Commissioners

1.e.

Meeting Date: 12/03/2018

Incode 10

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize the approval of Incode Systems 10 upgrade.

Attachments

Incode Upgrade Memo



Date: December 3, 2018

To: Honorable Mayor and City Commissioners

From: Chance Allison, CPA, Finance Director and City Treasurer

Subject: Request for authorization of Incode Systems 10 upgrade with Tyler Technologies

NATURE OF CAPITAL REQUEST:

Incode is an integrated enterprise resource planning software (ERP) designed and developed by Tyler Technologies. The Incode software integrates the following major activities of the local government into a singular software suite: accounts payable, accounts receivable, business licensing, bank reconciliations, cash collections, cemetery records, court, fixed asset accounting, general ledger posting and reporting, major project accounting, purchase order processing, payroll, and utility billing. The current version of Incode has been deployed and is in use by the City of Shawnee for approximately 20 years and is nearing the end of life. Incode 10 is a SQL based database with improved functionality, reporting and research features which should save staff time and create greater efficiency.

The City of Shawnee currently pays Tyler Technologies annual software maintenance fees for incremental software updates and continuous support services. The maintenance fees are charged by Tyler Technologies based on the most current release of the Incode software, as such, no increase in annual fees will result from the version upgrade. Additionally, the original Incode licensing fees have been grandfathered from the previous version and will not be required to be paid for Incode 10.

The costs associated with the upgrade will be data migration and training for the City's staff. Tyler Technologies will handle the implementation from start to finish and will provide onsite training to each department affected as the implementation progresses. Currently, Tyler Technologies is experiencing a 6—12 month implementation timeline due to the demands on their project implementation teams, therefore securing a scheduling timeframe with the migration teams is necessary to not push the implementation farther in the future.

BUDGET CONSIDERATION:

Cost of the upgrade to Incode 10 is \$59,700 which will be funded partially through the FY 2019 budget and partially through the FY 2020 budget.

STAFF RECOMMENDATION:

In order to secure a scheduling space with Tyler Technologies migration team, staff recommends approval to upgrade to Incode 10.

Regular Board of Commissioners

1.f.

Meeting Date: 12/03/2018

Greenland Hiring

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Confirm and approve the Interim City Manager's hiring of Jennifer Greenland as the Human Resources Director.

Attachments

Greenland Hiring



Office of the City Manager

To: Honorable Mayor and Members of the City Commission

From: Eric Benson, Interim City Manager

Date: December 3, 2018

RE: Department Head Appointment: Human Resources Director

In accordance with the City Charter, “the appointments of all heads of departments shall not become effective until they have been approved by the Board of Commissioners” (Article V, Section 2), I am appointing Jennifer Greenland as the Director of Human Relations. She has worked for the City of Shawnee since October 1998 when she was hired as the Secretary in the Emergency Management Department. Her increased duties and superior performance led to her promotion as the Emergency Management Technician. In December of 2012, Mrs. Greenland transferred to the position of HR Assistant and in 2014, she was promoted to HR Generalist. Given the the retirement of the current Human Resources Director, this assignment is a natural course of events and her performance warrants the promotion. Her official appointment is to begin December 8, 2018.

I am confident Mrs. Greenland will serve the City exceedingly well in this position.

Regular Board of Commissioners

1.g.

Meeting Date: 12/03/2018

Thomas

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund Retirement for Christopher Thomas, Sr.

Attachments

No file(s) attached.

Regular Board of Commissioners

1.h.

Meeting Date: 12/03/2018

Mangus

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund Retirement for Keith Mangus.

Attachments

No file(s) attached.

Regular Board of Commissioners

1.i.

Meeting Date: 12/03/2018

Likens

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund Retirement for Mike Likens.

Attachments

No file(s) attached.

Regular Board of Commissioners

1.j.

Meeting Date: 12/03/2018

Bertram

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund Retirement for Michael Bertram.

Attachments

No file(s) attached.

Regular Board of Commissioners

1.k.

Meeting Date: 12/03/2018

Wesley

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund Retirement for James Randall Wesley.

Attachments

No file(s) attached.

Regular Board of Commissioners

1.I.

Meeting Date: 12/03/2018

Chancellor

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund Retirement for Terry Chancellor.

Attachments

No file(s) attached.

Regular Board of Commissioners

4.

Meeting Date: 12/03/2018

OML Certs

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation of Oklahoma Municipal League (OML) certificates to employees with 25 or more years of service with the City of Shawnee.

Penny Kesler

Darrin Fowler

Attachments

No file(s) attached.

Regular Board of Commissioners

5.

Meeting Date: 12/03/2018

Beaver Recognition

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Recognition of Justin Beaver for receiving the Technician of the Quarter Award from the Oklahoma 9-1-1 Authority.

Attachments

No file(s) attached.

Regular Board of Commissioners

6.

Meeting Date: 12/03/2018

Revenue Note Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider and take action with respect to a resolution of the City Commissioners of the City of Shawnee, Oklahoma (the "City") approving the incurrence of indebtedness by the Shawnee Municipal Authority (the "Authority") issuing its sales tax revenue note, series 2018 (the "Note"); providing that the organizational document creating the Authority is subject to the provisions of the note indenture, authorizing the issuance of said Note; waiving competitive bidding with respect to the sale of said note and approving the proceedings of the Authority pertaining to the sale of said Note; approving and authorizing a sales tax agreement by and between the City and the Authority pertaining to the year-to-year pledge of certain sales tax revenues; establishing the City's reasonable expectation with respect to the issuance of tax-exempt obligations by or on behalf of said City in calendar year 2018, and designating the note as a qualified tax-exempt obligation; and containing other provisions relating thereto. *(Finalized resolution will be provided at the meeting.)*

Attachments

City Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA (THE "CITY") APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE SHAWNEE MUNICIPAL AUTHORITY (THE "AUTHORITY") ISSUING ITS SALES TAX REVENUE NOTE, SERIES 2018 (THE "NOTE"); PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE NOTE INDENTURE, AUTHORIZING THE ISSUANCE OF SAID NOTE; WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF SAID NOTE AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID NOTE; APPROVING AND AUTHORIZING A SALES TAX AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO THE YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUES; ESTABLISHING THE CITY'S REASONABLE EXPECTATION WITH RESPECT TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY OR ON BEHALF OF SAID CITY IN CALENDAR YEAR 2018, AND DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

SECTION 1. INDEBTEDNESS AUTHORIZED. The Shawnee Municipal Authority (the "Authority") is hereby authorized to incur an indebtedness by the issuance of its Sales Tax Revenue Note, Series 2018 in the amount of \$10,000,000, according to the terms and conditions of a Note Indenture (the "Note Indenture"), by and between the Authority and BancFirst, Oklahoma City, Oklahoma, as Trustee, provided that said Note shall never constitute a debt of the City of Shawnee, Oklahoma (the "City").

SECTION 2. ORGANIZATIONAL DOCUMENT SUBJECT TO NOTE INDENTURE. The organizational document creating the Authority, is hereby made subject to the terms of the Note Indenture authorizing the issuance and securing the payment of the Note as more fully described in Section 1 hereof.

SECTION 3. WAIVING COMPETITIVE BIDDING; APPROVAL OF SALE PROCEEDINGS. The waiving of competitive bidding for the sale of the Note and the sale of said Note by the Authority to _____, is hereby approved.

SECTION 4. SALES TAX AGREEMENT. The City hereby approves and authorizes a Sales Tax Agreement by and between the City and the Authority (the "Sales Tax Agreement"), which Sales Tax Agreement pertains to a year-to-year pledge of certain sales tax revenue as security for the Note.

SECTION 5. CITY'S EXPECTATIONS. The City anticipates that the total amount of tax-exempt obligations (other than private activity bonds) issued by the Authority or other issuers on behalf of said City, will not exceed \$10,000,000 for calendar year 2018, and the City hereby

designates the Note to be a qualified tax-exempt obligation with respect to the financial institution interest deduction provisions contained in the Internal Revenue Code of 1986, as amended (the “Code”), and authorizes the Mayor or Vice Mayor to execute and deliver on behalf of the City a Certificate of Designation to that effect.

SECTION 6. AUTHORIZING EXECUTION. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk of the City representing the City at the closing of the above-referenced note issue are hereby authorized to execute and deliver on behalf of the City any and all certifications and documentation necessary or attendant to the delivery of the Note, as directed by Bond Counsel; to approve and make any changes to the documents approved by this Resolution, for and on behalf of the City, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the City; and to execute, record and file any and all the necessary financing statements and security instruments, including but not limited to the documents approved hereby, and to consummate the transaction contemplated hereby.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED THIS 3RD DAY OF DECEMBER, 2018.

CITY OF SHAWNEE, OKLAHOMA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

DRAFT

CERTIFICATE
OF
CITY COMMISSIONERS ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Shawnee, Oklahoma.

I further certify that the City Commissioners of the City of Shawnee, Oklahoma, held a Regular Meeting at 6:00 o'clock P.M., on December 3, 2018, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said City Commissioners at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Commissioners present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 3RD DAY OF DECEMBER, 2018.

CITY OF SHAWNEE, OKLAHOMA

(SEAL)

City Clerk

Regular Board of Commissioners

7.

Meeting Date: 12/03/2018

Engagement Letter BOK

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider approval of Engagement Letter with BOK Financial Securities, Inc. for financial advisory services.

Attachments

Engagement Letter BOK



BOK FINANCIAL SECURITIES

Public Finance Division

499 W. Sheridan Avenue, Suite 2500
Oklahoma City, Oklahoma 73102

ENGAGEMENT LETTER

December 3, 2018

City of Shawnee
16 West 9th Street
Shawnee, OK 74801-6812

RE: Financial Advisory Services Provided to the City of Shawnee and its Public Trusts.

The purpose of this Engagement Letter (the “Letter”) is to set forth the role BOK Financial Securities, Inc. (“BOKFS”) proposes to serve and the responsibilities BOKFS proposes to assume as financial advisor to the City of Shawnee and all public trusts of the City of Shawnee (together, the “Issuer”). Upon Issuer’s acceptance, this Letter will serve as our mutual agreement with respect to the terms and conditions of our engagement as Issuer’s financial advisor, effective on the date this Letter is executed by Issuer (the “Effective Date”).

1. Scope of Services. BOKFS will provide, on an on-going basis, professional financial advisory services to the Issuer on any financial matters, including but not limited to the issuance and term of new debt (“Issue” or “Issues”), primarily bonds or notes. BOKFS will assist the Issuer with each of the following tasks associated with the planning, structuring, marketing, pricing, and closing of the proposed financing(s).

- (a) The Services shall be limited to the services described in **Appendix A** (the “Scope of Services”).
- (b) Except as otherwise provided in the Scope of Services, BOKFS shall not be responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about BOKFS provided by BOKFS for inclusion in such documents.
- (c) The Scope of Services does not (i) include tax, legal, accounting or engineering advice with respect to any Issue, Product or opinion or certificate rendered by counsel or other person at closing, or (ii) include review or advice with respect to any feasibility study, except, in either case, as may be prepared by BOKFS as provided for in the Scope of Services.
- (d) Issuer agrees not to represent, publicly or to any specific person, that BOKFS is Issuer’s independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) without BOKFS’s prior written consent.
- (e) When BOKFS is designated by Issuer as its IRMA, BOKFS shall be Issuer’s IRMA solely with respect to the Scope of Services. BOKFS shall not be



responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to BOKFS, its personnel and its role as IRMA in Issuer's written representation contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B), shall be subject to prior approval by BOKFS.

2. BOKFS's Regulatory Obligations When Providing Services to Issuer.

- (a) MSRB Rule G-42 requires that BOKFS (i) make a reasonable inquiry as to the facts that are relevant to Issuer's determination whether to proceed with a course of action or that form the basis for any advice provided by BOKFS to Issuer, (ii) undertake a reasonable investigation to determine that BOKFS is not basing any recommendation on materially inaccurate or incomplete information, and (iii) use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on Issuer's behalf.
- (b) Issuer agrees to cooperate, and to cause Issuer's agents to cooperate, with BOKFS in carrying out the foregoing requirements, including providing to BOKFS accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such requirements. In addition, Issuer agrees that, to the extent Issuer requests BOKFS provide advice with regard to any recommendation made by a third party, Issuer will provide to BOKFS written direction to do so and all information Issuer has received from such third party relating to its recommendation.

3. Compensation. For the above services, Issuer agrees to pay BOKFS the following:

- (a) For each debt issue, a fee of 0.75% of the principal amount actually issued. In each case, it is understood that BOKFS will be paid no fee unless funding of such debt issue is successfully completed.
- (b) Expense reimbursement of \$2,500.00 for each debt issue, with additional expenses above such amount to be approved by the Issuer.
- (c) Offering document printing, bond printing, DTC and CUSIP registration, mailing and distribution, bond counsel, rating fees, paying agent fees and other normal costs of issuance are the responsibility of the Issuer. To the extent the Issuer desires or it is convenient for BOKFS to front these types of expenditures, BOKFS will be reimbursed on actual costs and such reimbursement will be separate from BOKFS's out-of-pocket expense reimbursement. BOKFS's out-of-pocket expense reimbursement covers such items as copies, mail, fax, overnight delivery, report printing, and other hard costs.

4. Term of this Engagement. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. If Issuer exercises its option to terminate this Agreement, Issuer agrees to reimburse BOKFS for any of the expenses described in paragraph 3 advanced by BOKFS pursuant to paragraph 3 above and to pay BOKFS for its services rendered prior to such termination in a mutually acceptable amount which shall be negotiated in good faith between the parties.



5. **Limitation on Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of the obligations of BOKFS arising under this Letter:

- (a) The liability of BOKFS and its associated persons to Issuer for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, shall be limited to the fees paid or otherwise due and payable under this Agreement; and,
- (b) BOKFS and its associated persons shall have no liability to Issuer for any other loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Issuer's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by BOKFS to Issuer; and,
- (c) No recourse shall be had against BOKFS for loss, damage, liability, cost or expense (whether direct, indirect or consequential) arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product or otherwise relating to the tax treatment of any Issue or Product, or in connection with any opinion or certificate rendered by counsel or any other party.

6. **Required Disclosures.** MSRB Rule G-42 requires that BOKFS provide Issuer with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in BOKFS's Disclosure Statement attached hereto as **Appendix B.**

7. **Waiver of Jury Trial.** Each party agrees to waive any right to a trial by jury with respect to any claim, counterclaim or action arising out of or in connection with this agreement or the transactions contemplated hereby or the relationship between the parties. Parties agree to waive consequential and punitive damages.

8. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws (excluding conflict of law provisions) of Oklahoma.

9. **Litigation Expenses.** In any action brought by a party hereto to enforce the obligations of any other party hereto, the prevailing party shall be entitled to collect from the opposing party to such action such party's reasonable litigation costs and attorney's fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation).

10. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of Issuer and BOKFS, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

11. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties. This Agreement and all of the provisions of this Agreement shall be deemed drafted by all of the parties hereto.



12. **Course of Dealing.** No course of prior dealing involving any of the parties hereto and no usage of trade shall be relevant or advisable to interpret, supplement, explain or vary any of the terms of this Agreement, except as expressly provided herein.

13. **Interpretation.** This Agreement shall not be interpreted strictly for or against any party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

14. **No Reliance.** Each party hereto has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon its own knowledge and investigation. No party has relied on any representation or warranty of any other party hereto except any such representations and warranties as are expressly set forth herein.

15. **Authority.** Each of the persons signing below on behalf of a party hereto represents and warrants that he or she has full requisite power and authority to execute and deliver this Agreement on behalf of the party for whom he or she is signing and to bind such party to the terms and conditions of this Agreement.

16. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

17. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

18. **Amendment.** This Agreement may be amended or modified only in a writing that has been signed by the parties hereto and which specifically references this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument. This Agreement shall become effective only when all of the parties hereto shall have executed the original or counterpart hereof. This Agreement may be executed and delivered by digitized transmission of a counterpart signature page hereof.

[Signatures on Next Page]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of the Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Dated this 3rd day of December, 2018.

BOK FINANCIAL SECURITIES, INC.

CHRIS GANDER
INVESTMENT BANKER

This engagement letter accepted by and on behalf of the Commission of the City of Shawnee, Oklahoma, this 3rd day of December, 2018.

MAYOR



APPENDIX A SCOPE OF SERVICES

- A. Review financing needs of the Issuer.
- B. Conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue, and service debt. The survey is to include an analysis of the existing debt structure as compared with the existing and projected sources of revenue which may be pledged to secure payment of debt service.
- C. Assist in developing a plan of financing for needs of the Issuer, and/or financing alternatives available to the Issuer.
- D. Submit recommendations to the Issuer on the debt instruments and structure of debt under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, tax levy tables, options for prior payment, security provisions, timing of sale and any other additional provisions designed to make the issue attractive to investors.
- E. Advise the Issuer of current bond market conditions, forthcoming bond issues, and other general information and economic data which might normally be expected to influence interest rates or bidding conditions.
- F. Assist in developing presentations and applications for submission to rating agencies, and preparation of Official Statement and other offering materials.
- G. Assist in developing information for any election to be presented to voters related to the approval of the issuance of debt or levying additional ad valorem and/or sales tax including, but not limited to, providing information to local media and presentations to local civic organizations.
- H. Cooperate with Bond Counsel in preparation of legal documents and in assuring compliance with legal and regulatory requirements.
- I. Handle sale of all debt issues, both competitive and negotiated.
- J. Assist Bond Counsel with the preparation of forms and documents required for filing with the IRS or other governmental agency.
- K. Advise and assist with compliance with continuing disclosure regulations and/or agreements pertaining thereto.
- L. Provide follow-up analysis after issues, and analysis and advice regarding financing needs and questions during term of engagement.
- M. While serving as the Issuer's financial advisor, BOKFS agrees to refrain from acting as the underwriter in the original issue of any Issuer securities.
- N. On an as-needed basis, BOKFS shall meet and consult with the administration and staff of the Issuer concerning the Scope of Services herein. BOKFS shall further be available to confer with the Issuer and legal staff concerning questions regarding the business of the Issuer.
- O. BOKFS agrees to present all notice of sale documents and/or financing agreements, and other documents, to the Issuer's administration for advance review and approval.



APPENDIX B DISCLOSURE STATEMENT

This Disclosure Statement is provided by BOK Financial Securities, Inc. (“BOKFS”) to the City of Shawnee and all public trusts of the City of Shawnee (together, the “Issuer”) in connection with the Engagement Letter (the “Letter”) and is dated as of the same date as the Letter.

Part A - Disclosures of Conflicts of Interest

Accordingly, BOKFS makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services, together with explanations of how BOKFS addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, BOKFS mitigates such conflicts through its adherence to its fiduciary duty to Issuer, which includes a duty of loyalty. This duty of loyalty obligates BOKFS to deal honestly and with the utmost good faith with Issuer and to act in Issuer’s best interests without regard to BOKFS’s financial or other interests. Furthermore, because BOKFS is a broker-dealer, its financial advisory supervisory structure provides strong safeguards against individuals at BOKFS potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Affiliate Conflict. Any affiliate of BOKFS (the “Affiliate”) may provide certain advice, services and/or products to Issuer that may be directly related to BOKFS’s activities. The Affiliate’s business with Issuer could create an incentive for BOKFS to recommend to Issuer a course of action designed to increase the level of Issuer’s business activities with the Affiliate or to recommend against a course of action that would reduce or eliminate Issuer’s business activities with the Affiliate. This potential conflict is mitigated by the fact that Affiliate is subject to comprehensive regulatory review.

Compensation-Based Conflicts.

If the fees due under the Engagement Letter will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for BOKFS to recommend unnecessary or disadvantageous financings. This conflict of interest is mitigated by the general mitigations described above.

If the fees due under the Engagement Letter are in a fixed amount established at the outset of the Engagement Letter. The amount is usually based upon an analysis by Issuer and BOKFS of, among other things, the expected duration and complexity of the transaction and the Scope of Services. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, BOKFS may suffer a loss. Thus, BOKFS may recommend less time-consuming alternatives. This conflict of interest is mitigated by the general mitigations described above.

If the fees due under the Engagement Letter are based on hourly fees of BOKFS’s personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Issuer and BOKFS do not agree on a reasonable maximum amount at the outset of the engagement, because BOKFS does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

Other Financial Advisor or Underwriting Relationships. BOKFS serves a wide variety of other clients that may have interests that could have an impact on Issuer’s interests. For example, BOKFS serves



as financial advisor to other financial advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Issuer under this Engagement Letter. These other clients may have competing interests. BOKFS could face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair BOKFS's ability to fulfill its regulatory duties to Issuer.

Broker-Dealer and Investment Advisory Business. BOKFS is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities, in addition to serving as a financial advisor or underwriter. Such securities-related activities may be undertaken on behalf of, or as counterparty to, Issuer, Issuer's personnel, and current or potential investors in Issuer's securities. These other clients may have interests in conflict with Issuer's interests and the interests of such other clients could create the incentive for BOKFS to make recommendations to Issuer that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from BOKFS effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's financial advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by BOKFS to Issuer.

Secondary Market Transactions in Issuer's Securities. BOKFS may take a principal position in securities, including Issuer's securities, and therefore BOKFS could have interests in conflict with Issuer with respect to the value of Issuer's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, BOKFS or its affiliates may submit orders for and acquire Issuer's securities issued in an Issue under the Engagement Letter from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Issuer in that it could create the incentive for BOKFS to make recommendations to Issuer that could result in more advantageous pricing of Issuer's securities in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's financial advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by BOKFS to Issuer.

Part B - Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, BOKFS sets out below required disclosures and related information in connection with such disclosures.

Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to Issuer's evaluation of BOKFS or the integrity of BOKFS's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

Future Supplemental Disclosures. As required by MSRB Rule G-42, this Section may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest, or to provide updated information with regard to any legal or disciplinary events of BOKFS. BOKFS will provide Issuer with any such supplement or amendment as it becomes available throughout the term of the Engagement Letter.

Regular Board of Commissioners

11.

Meeting Date: 12/03/2018

OMAG Training

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Receive cyber security training from Oklahoma Municipal Assurance Group (OMAG).

Attachments

No file(s) attached.
