

MINUTES
JENKS AQUARIUM AUTHORITY SPECIAL MEETING
MONDAY, NOVEMBER 6, 2017, 6:00 P.M.
JENKS CITY HALL, COUNCIL CHAMBERS, 211 NORTH ELM

The Agenda for the Jenks Aquarium Authority was posted in City Hall and sent electronically to the Tulsa World and Oklahoma News Weekly at 2:00 p.m. on November 3, 2017.

The meeting was called to order by Chair Josh Wedman at 6:00 p.m. on November 6, 2017. City Clerk Josh McCorkle recorded attendance as follows:

Mike Sharp	Present
Coty Box	Present
Harvie Roe	Present
Jeff Bonds	Present
Keith Montgomery	Present
Bo Summers	Absent
Chair Josh Wedman	Present

General Manager's Report. Chris Shrout addressed the Authority and stated the weekly update is before you. Chris Shrout discussed the update. Kenny Alexopoulos addressed the Authority and updated the Authority on the sharks, including the Zebra shark eggs that are hatching.

Bo Summers arrived at 6:05 p.m.

Business

1. Report on HallowMarine. Chris Shrout addressed the Authority and discussed HallowMarine. Chris Shrout stated it was a great event, thanked Staff and Event Staff that worked the event, and thanked Trustee Bo Summers for handing out candy on Halloween.
2. Request to clarify that Resolution No. 1 of the Jenks Aquarium Authority granting the General Manager the right to manage the "property and affairs" of the Authority does not grant the General Manager authorization to terminate contracts between the Authority and third

parties, but that power is expressly reserved to the Authority. Jeff Bonds addressed the Authority and read the following statement: This body was set up in 1997 as what is referred to legally as a public trust. It is governed by the statutory provisions of Title 60, and the provisions of its Declaration of Trust. It is not a municipal body governed by Title 11 or a City Charter. Therefore this body is not subject to the same rules and requirements, for the most part, that the City Council for Jenks might be. Thus there is no requirement that things be done in this body in the same manner that they are done on the City Council. I think we all recognize, however, that having some continuity in how things are handled in both places is a good thing. But let us be clear in the understanding that just because something may or may not be required under Title 11 relating to municipalities, does not mean it is or is not required under Title 60. A trust, public or private, is a contract between the trustee, on charged with fiduciary duty to manage property for another, and the beneficiary, the person or entity that benefits from the trust's management of the property. In a trust setting the trustee has the obligation to care for the property. However, the trustee often must hire somebody else to take care of particular aspects for which he or she is not qualified or able. When a trustee contracts with others as part of the management of the trust, the "others" are legally called or considered third parties. This is because these people or services are providing a benefit to the beneficiary, but they are not part of the primary contact between the trustee and the beneficiary. In the case of the Jenks Aquarium Authority, the contract between the trustees on this board and the beneficiary, the City of Jenks, is the primary contract. We as the trustees have numerous contracts with third parties in order to manage the Aquarium. We have a contract with the caterer. We have a contract with the gift shop operator. We have a contract with the hotel next door to the Aquarium. And at the center of this request for clarification is a contract with the Chief Operating Officer of the Aquarium. In addition to these contracts I've mentioned we have numerous other contracts with third parties that are not written, but are contracts nonetheless. The need to clarify Resolution Number 1 is necessary because this body has a fiduciary obligation to its beneficiary, the City of Jenks, to manage the Aquarium not only in a fiscally responsible manner, but also in a clear and legally appropriate manner. There is not question that we as trustees are given the power to delegate fully or in part some of these managerial duties. The interpretive questions and the main points that need clarification of Resolution Number 1 are 1) Did the delegation of power to the General Manager regarding the trust's property and affairs include the power to enter into or terminate written employment agreements; and 2) if such delegated power includes the power to enter into or terminate written employment agreements, can the General Manager do so without the approval of this body. I believe the phrase "property and affairs" historically within this body has meant has meant those more mundane things in the prevue of day to day operations of the Aquarium. I'm also told that it may very well include written contracts related to items or services having a value of less than \$25,000.00. I believe this figure comes from trying to do as much as possible, manage the Aquarium in much the same way as the City Manager manages the property and affairs of the City of Jenks under Title 11. But we must remember this body is not a municipality governed by Title 11. That having been said, I am thankful for what Mr. Shrout does regarding

taking care of the day to day management of the Aquarium. As volunteers we don't have time to look at and deal with every fish food contract or chlorine delivery invoice. However, when it is something more significant like a contract with the caterer for the Aquarium or the leasing of land next to the Aquarium, we as trustees want and need to approve such things. It is our necks on the line. Because of this at the very least the delegated power under Resolution Number 1 was clearly intended to be limited in nature. If it's not, then even a significant contract brought before this body and approved by a vote can simply be terminated the next hour by the General Manager without recourse. Such a hierarchy of authority would make no sense. It would be illogical. It seems clear that a delegation of power was provided for in Resolution Number 1, but that delegation was not unlimited. One limitation is that if a written contract is approved by a vote of this body no one person can terminate that contract without a vote of this body. With regard to the employment contract of the Chief Operating Officer, the contract was presented to approved by this body in 2007. It was a significant contract involving sums well over \$25,000.00. Thus, whether to terminate that contract should be handled by a vote of this Board. And I believe that's why we need some clarity on what Resolution 1 does and thus the request for this special meeting and this agenda item. Chair Josh Wedman thanked Trustee Bonds for his comments. Harvie Roe addressed the Authority and stated first of all I'd like to thank Trustee Bonds for clearly stating that mission, because we are a different body than the City of Jenks. We've been mandated to oversee the Oklahoma Aquarium. I'm the longest serving Trustee of this body and for well over 15 to 20 years we've had a very cordial and cooperative arrangement with both the General Manager and the Chief Operating Officer of the Oklahoma Aquarium, and I believe that's been tainted with the recent actions of the current General Manager. It was never, to my knowledge, both in practice or experience, an intent to delegate unfettered responsibility from the JAA to any one person without retaining general supervision. We are most concerned about the actions that have been taken. We think this is damaging both to the Aquarium and to all the unintended consequences that we're finding related to that. With that I would ask this body to step back and really take a hard look at our fiduciary responsibilities and make sure that we enumerate clearly any responsibilities that we're going to delegate to the General Manager. I rest my points. Keith Montgomery addressed the Authority and stated most of what I would say would echo what we've already heard from the other 2 gentlemen. It's also very obvious if you look back at history that this was a contract that was voted on, was approved by this group, and that was never something that was delegated to the General Manager. I would just stress to everyone on this body to remember that we have a fiduciary responsibility to the JAA to the Aquarium. It really is not related to anything related to how the City manages this or that. We do not follow Title 11, and I do feel like we've gotten some poor advice along that way as we've discussed this at times. It is very clear that we have certain responsibilities and this was not one that was delegated. Mike Sharp addressed the Authority and stated I've studied this issue and obviously there's some material in our packet that the City Attorney and HR person had put together, and obviously they question whether or not this would be appropriate action. Obviously I have a lot more experience on the City Council than I do on this Trust Authority. However, it

doesn't seem ambiguous to me. It seems those things are delegated to our current City Manager to take care of. In my mind if we take on that responsibility and you add any contract that has anything more than \$25,000.00, essentially we're responsible for all the employees down there. I don't know all the employees down there. I don't do employee evaluations. I don't think that this Board or group of Trustees, we don't get paid enough to interview those people, evaluate those people and make decisions about hiring or firing those people. Therefore, in my mind it was always very clear that that was something that we delegated to our General Manager. I would like to hear from legal staff. I see it very much like what I have always understood school boards to operate. School boards hire a superintendent, who in my mind is the equivalent to our General Manager, and he hires principals and they hire teachers. The school board members, those 5 people, do not, even though they approve those contracts, they're not the ones that hire and fire. They didn't sign on for that and I didn't sign on to evaluate everything that happens down there that is in excess of \$25,000.00. That's my initial comment. I'd like to hear from our legal staff.

Teresa Nowlin addressed the Authority and stated first, I agree with Mr. Bonds and Mr. Montgomery that this body is not bound to follow Title 11. However, in Resolution 1 the authority that has been delegated to the General Manager is that he shall be employed a General Manager of the Authority with all of the powers of administration of the Authority, property, and affairs under supervision of the Trustees of the Authority as such manager has in relation to the property and affairs of the beneficiary. That's clearly giving the General Manager the same authority over Authority affairs as he has as City Manager over City affairs. In that way Title 11 is instructive to us, because it tells us what authority the City Manager has over City affairs, which would be the same authority he has over Authority affairs. The City Manager over City affairs is clearly given the authority to hire, fire, and remove employees, and the City Council is actually prohibited from interfering in any way with this by law. As well our City Code gives authority and refers to the same thing. It's not just Title 11. So while you're not bound by it, the delegation does have to do with the City Manager authority, which is governed by Title 11 and City Code. In the past, just to help you understand why a Trust Authority employee may have a contract with the Trustees, we have also had City employees that have had employment contracts that were approved by City Council. Sometimes employees get certain benefits that are outside the standard City Code personnel policies and those have traditionally been approved by the City Council and the Authority in those cases. However, again, we are referring to the City Manager's authority which is what has been given over the City, the same as his authority over this Authority. Despite the fact that those employees might have a contract that was approved by Council, that contract is with the City and for the City the City Manager has the authority to terminate employment. So it doesn't really matter whether Council signed off on that contractor the City Manager signed off. The City Manager was given the Authority to handle removals and terminations. Because he's given that same authority over the property and affairs of this Authority I would say that Resolution 1 intended to give the General Manager that same authority regardless of a written contract. A written contract was there to govern benefits and pay, that sort of thing, but looking at the pattern and practice and looking at Resolution 1 along

with the budget Resolution, my advice to you would be that Resolution 1 had given the City Manager this authority. Jeff Bonds said if the City Council of Jenks approves an employment contract, which you've said they don't, by law they can't. Teresa Nowlin replied they have in the past approved written contracts with employees other than the City Manager. The Assistant City Manager or City Attorney had contracts approved by Council. Jeff Bond said in that hierarchy the City Manager could also terminate those individuals. Teresa Nowlin responded correct. And I would point out that also would go along with the fact that they City Manager is the supervisor in this case. The City Manager is the one doing the day to day management, performance reviews. It would be very difficult to say that a body of 7 people could interfere with governing the managing and running of the day to day operations, which prohibiting them from disciplining or removing an employee arguably could. Jeff Bond said so where the City of Jenks is prohibited from getting involved with employment contracts, my reading of the Declaration of Trust that this entity is governed by specifically empowers and demands that this body be in charge of and help with employment of necessary persons to take of what is required to take care of as Trustees. Teresa Nowlin responded the indenture doesn't demand. The indenture says that the Trustees may hire. So it's a permissive. This Trust does have employees, but they have delegated the management and hiring, removal, of those employees to the City Manager by giving him the same authority he has over Authority affairs as he has over City affairs. Keith Montgomery said but they clearly didn't delegate this in that it was a specific item that was voted on and approved. It was not delegated. If it had been delegated why would they have done that? And as near as I can tell, historically, and I don't have all the history, but as I understand everyone that had been in that position had a separate contract that most likely had been approved by the Authority. Jeff Bonds asked do we know when Resolution 1 was adopted? Teresa Nowlin replied at the very first meeting of the Authority. Jeff Bonds replied prior to 2007. Teresa Nowlin replied yes. Jeff Bonds asked so if we've got a resolution that people are saying granted the authority to the General Manager to hire and fire, why on several occasions since then are we voting on whether to hire a COO? Teresa Nowlin replied I think it's whenever benefits are outside the scope of what City Code and the personnel policies would provide to most employees if employees are getting bonuses, additional insurance or retirement, if an employee's been promised severance. Those things are not within the scope of what was in the City Code but what is in the personnel policies, so those people have traditionally had a contract that's been approved by the governing body. Mike Sharp said I think back on City Council affairs. We have had a couple of those contracts and many times when the City Manager, there's a vacancy for whatever reason, he doesn't come to us and ask us, he tells us, who he's hired to fill that position. We may approve a contract, but he tells us who he has interviewed and who he has hired for those positions. I've always viewed this as somewhat we operate under the same set of rules. Harvie Roe said I would suggest to you that was not the case. We purposely studied the proposal that the City Manager might have made at that time for the Chief Operating Officer, but it was this body that made that decision and it states in Resolution 1 that it should be this body and any authority delegated is still under the supervision of these Trustees. Mike Sharp asked if that's the case why haven't we

since 2007, this body, been doing employee evaluation on an annual basis? Harvie Roe replied I think that the employee evaluation could be done by the General Manager and reviewed by us and any recommendations the General Manager might make. But in fact I think we have been doing that in an indirect way. And every meeting that we've had of this body, the Chief Operating Officer has made reports, has been available to answer any questions, and we certainly took advantage of that. Chair Josh Wedman asked is that what you mean by indirectly we have been doing that? Harvie Roe replied that's what I mean. I'm saying during this body, which the Chief Operating Officer was on record, provided a report and we had time to ask questions or make comments accordingly. So, even though we weren't the ones actually writing down what was going on on a day to day basis, we also didn't get any reports that I would say should have been under the supervision of the Trustees of the JAA from the General Manager who made unilateral decisions without any communication with or approval by the JAA. I think there are special conditions here that should have been followed that weren't followed, and that's why we're having some discussion about it. Jeff Bonds said I don't want to belittle the clause in here "under the supervision of the Trustees of the Authority". To me, looking at it, it could read that "the Manager shall be employed as General Manager of the Authority with all powers of administration of the Authority, property, and affairs as such Manager has in relation to the property and affairs of the beneficiary under supervision of the Trustees of the Authority". Chair Josh Wedman said that's a decent way to characterize what he does for us on the Council. For instance, if he, the General Manager in this case, but if the City Manager on Council were to make a decision, as you say unilaterally, made a decision as he is supposed to without a consensus of Council he's still held responsible for those decisions to the City Council. So if the Council were to feel like things are not working out properly in terms of his employment to us, in the same way there's recourse there. Jeff Bonds said I envision this being a situation where the General Manager is looking out over things and then he says hey, this person is just really not working out and I think they should be terminated and then that's placed on the agenda or in an Executive Session or something for us to vote on. Here are the issues. Yeah we agree with you. That person should be gone, or no let's give them some more time. To me that's under supervision. Otherwise the clause means nothing. Harvie Roe said I would also add that in practice the General Manager, who I kind of view as the CEO and the Chief Operating Officer, would make many of those decisions together. It could come from either side and make a decision about an employee, but we're talking about this body entered into/approved a specific position called Chief Operating Officer and not only has that position been terminated, or what we've been told is terminated, but there's no intent of having that position replaced which I'm also very concerned about that we don't have a position called Chief Operating Officer. We're just giving totally unfettered powers to a person that could lead us down a very different path than we've had for 20 years. Cory Box said I have a question for Mr. Bonds. Just to be clear, the nature of this debate or your argument, if you will, are you suggesting that the Authority, this body, should have this empowerment over just the position of COO or is this something we would extend to everyone that works inside the Aquarium? Or is this just simply for the COO

position if that person if there's a recommendation for termination or even hire, is that the only position that we're talking about tonight, or do you think this body should get together and discuss the hiring and firing of all of what I would call the command staff and leadership at the Aquarium? What are we arguing for tonight. Jeff Bonds replied I think we are in a difference scenario when we are talking about a written employment agreement. If there is a written employment agreement that has scope and has what is standard or typical employment agreement has, that is significant. It's significant enough that we approved it or should approve it as this body under our bylaws or guidelines. Then we should also be the ones that are required to get rid of or terminate that individual or contract whether it's the caterer that runs the café or whether it's the guy that operates the gift shop or the leasing of land next to the Aquarium. Those things are significant. But I don't think and doubt that everybody there has a written employment agreement. Craig Murray asked is it likely that we only have one person in the Aquarium that has a written contract at this time? Harvie Roe said that would be what I understand. Trustee Box, I would also add that, maybe by tradition, but this body is still responsible for the general management. It's been by tradition that the City Manager be the General Manager, but we approve that or sanction that every year. As I recall that's one of the things we would do, too. So I don't see it as every single person that's an employee of the Aquarium would come to us, nor would we be doing reviews and sitting down with them. Cory Box asked you used the words significant contracts, and in your best guess how many significant contracts currently do we have within the Aquarium, and if we're to be having to have an Aquarium Authority meeting to approve, deny, and discuss the quality of catering, I'm just curious as to if there's 52 to 70 or 100 significant contracts that we maintain for chlorine delivery, for food, and for the immense amount of things that go on at the Aquarium, are we heading down a slippery slope where we're having to discuss these things in detail and approve a new candy vendor, anything that exceeds \$25,000.00? Chris Shrout said I think the distinction here is that the contract with regards to employment, I would view any contract that is voted on by these Trustees the same way I would view a contract that's voted on by Council. I think the distinction is the fact that we're talking about employment and under Title 11 every single employee is the responsibility of the City Manager. And the way it was interpreted was if as General Manager this position has the same authority as City Manager that would mean every single employee regardless of if there's an employment contract with the Council, with the JPWA, or with the JAA. And, in fact, we've had employees with the JPWA and with the City that have had contracts and they've been removed by the City Manager. I think that's where the history comes from on this issue. I would agree with just about everything in Item 2 except for employment. So I guess the other background of Title 11 is it's not only is Council not supposed to involve itself in employment matters, but it's against the law. If you use that logic and take it to the JAA, it would be all employees are the responsibility of the General Manager, so that's where we were coming from and hopefully we can get this resolved at this meeting and move forward. Jeff Bonds said to address your point, Mr. Box, I do not think that it is something that we're looking at monitoring or overseeing every job and tittle of every contract out there. That's why I use the term significant. I think we have

tried to pull some language from Title 11 to give us some boundaries and some thresholds, and I think that's what we need to look at. But I just find it a little silly that if we bring something before us to approve that in the next hour somebody can do away with it. That just doesn't seem efficient or effective governance. But if there's a problem that's brought to us with regard to something we've approved or contracted, we've looked at and approved, then we have the ability to vote and deal with that as we need to. Cory Box said Mr. Bonds I hear where you're coming from. I would say, though, that we do have that efficiency. For instance, if the Jenks Aquarium Authority wanted to really, at the end of the day, and I'm not 100 percent sure of this, but I'm pretty sure it might be difficult, but I'm pretty sure this body has the ability to replace the General Manager. That's where the efficiency is in my opinion. Because once we start going down the road that you guys are talking about, it becomes a lot more bureaucratic, and I think the efficiency has gone out the door at that point. But that's just my opinion. Harvie Roe said, Trustee Box, I don't know for sure, but I would say that the type of issues we're talking about are probably under 10, so we're not talking about hundreds and hundreds of issues. But I don't think there is any more important purpose of this Jenks Aquarium Authority than to make sure that we have the proper people in the right places at the top of the Oklahoma Aquarium Foundation. And I think our focus has always been somewhat, by tradition, the General Manager was the City Manager, but that was not the case for the Chief Operating Officer. We've always dealt with the Chief Operating Officer in this body. And I think indirectly the General Manager, but not with as much emphasis as a formal contract that we had with the Chief Operating Officer. Cory Box said the extent of my knowledge of JAA is April of 2017, but I can share this with you. This has been a struggle for me. You make good points. When I got my first eyes on this I sat down and read it and walked away. I went into the kitchen and I thought about it for a little bit and I came back and read it again, and I'm talking about Resolution 1, and I said to myself this is not black and white, but it's pretty darn clear if I had to vote on this that there's a strong implication here that what Teresa said earlier that the City Manager has the same authority within the City as he does with the Aquarium Authority. So it's a highly strong implication for me and that's all I can go with because I'm not familiar with Title 11 or any other Title. So that was a little concern of mine and I thought well for sure if this Resolution, after this evening is over, we need to tighten this up and it needs to be solid going forward so we understand what we can do in the future. On top of that as the newest member of JAA, I don't know how comfortable any of us are with the position of being able to determine whether somebody gets to keep their employment or not. I don't necessarily know that, I didn't think that was part of our role, and that's clearly if we go down this path and pursue what you guys are asking then we as people are going to be able to terminate people's employment. That's a tough thing to do when you don't know the person very well and you don't know the history. And I don't necessarily know that that's a responsibility that we're all ready for. But I'll also say this, and this is kind of the point I think the Mayor was trying to make, we trusted him enough to give him the CEO position of this City, and in return as long as that trust is there I don't have to question if he wants to hire a City Attorney, or an Assistant City Manager, or find a new civil engineer or City Planner. When we

put the right people in place and we trust them to do the right things, we can sit back and we can assume that this house is going to be kept in order. Now the accountability he does have is, it's not likely in my view that we would hire a new COO and 2 weeks later the City Manager or the General Manager would turn around and say I'm not interested in that vote and I'm going to get rid of this person. Quite frankly, there's 25,000 people who can get rid of me and there's 7 people who can get rid of him. So there is a level of accountability that goes from the top to the bottom. I'm accountable for everybody that lives in this town, and in return he is accountable to the City Council. I do feel that although what you're saying could happen, I don't see it as likely to happen that we would have a rogue City Manager who would decide to ignore the Council and the advice of this body. Although I will say this, what month back when we had that meeting, I think if I could just say this, maybe if I were in his position the only thing I may have done different is to show maybe a little more courtesy to this body by maybe making that announcement a little earlier and say gentlemen, this is what I'm thinking. I trust you guys for your input, but unless you guys can convince me otherwise I'm moving down this path to this decision. I think that could have been done better. I think Mr. Shrout probably recognizes that, too, but the point I'm trying to make is that I'm not comfortable necessarily with taking on responsibility that you think we should potentially have when it comes to the hiring and termination of one employee who's essentially a VIP of all of the Aquarium. Mike Sharp said I think Trustee Box said it well. It's not a responsibility that I think we want to take on, and I wasn't here, I was on City Council, but I was not on the Aquarium Authority as a Trustee when the Chief Operating Officer was hired. But I don't know how involved, I assume that was done by the in place City Manager at the time. I don't know that this Board, even though they approved the contract, did this Board interview and talk to and were they a part of that decision. Jeff Bonds said I know from Mike Tinker's own mouth that he searched high and low, were his words, for a good COO at the time and that he found one to hire. I know that this body also approved a contract with her as well. Mike Sharp said but that was something that was done by the in place Manager. Harvie Roe said let me just clarify that the current COO was already an employee of the Aquarium. So we did know quite a bit about what was going on and what skills and talents that they had. I think the clarification is that we would hope that the General Manager would be doing these things and would be coming to this body and making recommendations for or against. That did not happen here. It was treated as you somewhat said as a courtesy. And I don't think it's a courtesy. It should have been done before this body long before, if there was concern, it should have been outlined, we could have had Executive Session, but we were all caught off guard. At least if any of you knew about it before the rest of us knew about it then there's something wrong with that system. But I'm pretty sure that most of us had no idea it was going on until such time it was shared with us other than rumors and things that started, backed off, started again. We had some of that knowledge. But as far as formally coming before this body and saying you entered into this contract and I want to share some concerns I have, that did not happen. Chair Josh Wedman said it would have to happen only in Executive Session as you know, because it was a personnel issue and we can't go anywhere near that right now. I

think everybody's had a good opportunity to discuss their opinion and vet this thing out. We've been doing this for almost an hour on Item 2 and I think we need to call for a vote. Jeff Bonds said I have one last thing, because I do a lot of Trust law, private trusts, probates. I must tell you that as a Trustee, often times a trustee is called to do things that they don't want to do, because their duty requires them to do it. And it is not necessarily something that I don't want to take on on this responsibility, or I don't feel comfortable doing that, when it comes to legal obligations and fiduciary duties of trustees they are required, regardless of the heartburn that it may or may not give them, to do and operate in a way that benefits the beneficiary. And that is following the law and following the guidelines that are set out in the trust, and I don't think that was done here. I would move that Resolution 1 be clarified to state as it says in the Agenda item that the right to manage the property and affairs of the Authority does not grant the General Manager authorization to terminate contracts between the Authority and third parties, but that power is expressly reserved to the Authority. Seconded by Harvie Roe. Teresa Nowlin addressed the Authority and cautioned that the wording to the motion seems very broad, and broader than what was discussed. You're saying that the General Manager cannot terminate contracts between the Authority and third parties. That's going to extend to contracts below \$25,000.00. We have a lot of those contracts that are not written. Jeff Bonds asked how would you curtail that motion then, which I believe you have the ability to do since you're General Counsel for us, representing us? Chris Shrout asked wouldn't a vote on Item 3 clarify that? That one issue as opposed to all contracts? Jeff Bonds said that brings up a whole other question. If Resolution 1 covers everything, why do we need Resolution 61? If the motion is amended to be such that Resolution 1 is clarified to state that the right to manage the property and affairs of the Authority does not grant the General Manager authorization to terminate contracts between the Authority and third parties that are in excess of \$25,000.00 or that relate to the Chief Operating Officer, but that power is expressly reserved to the Authority. Teresa Nowlin asked can I suggest further amendment? I would, instead of saying that the power is expressly reserved to the Authority, I would say reserved to the Trustees of the Authority. Jeff Bonds amended the motion to state that Resolution 1 is clarified to state that the right to manage the property and affairs of the Authority does not grant the General Manager authorization to terminate contracts between the Trustees of the Authority and third parties if that contract involves a value in excess of \$25,000.00 or the hiring or termination of a Chief Operating Officer of the Aquarium, but that power is expressly reserved to the Trustees of the Authority. Seconded by Harvie Roe. A roll call vote of members was taken as follows:

Mike Sharp	No
Cory Box	No
Harvie Roe	Yes
Jeff Bonds	Yes
Keith Montgomery	Yes
Bo Summers	No

Motion failed.

3. Request to approve Resolution No. 61 clarifying and confirming that the powers of administration granted to the General Manager under Resolution No. 1 includes the authority to appoint, and when necessary for the good of the service, remove, demote, lay off or suspend all heads of administrative departments and other administrative officers and employees of the Authority including those with written employment contracts with the Authority in accordance with the City Manager's powers granted under State law. Teresa Nowlin addressed the Authority and stated I would not advise you that this is a necessary Resolution. I think Resolution 1 already does this. It says here to clarify. Mike Sharp said our General Manager has that authority. It seems redundant or unnecessary to pass this Resolution, but if we want crystal clear clarity passing this Resolution will make it clear that he has those authorities. Therefore, I support that. Jeff Bonds stated one of my big concerns is the agenda item appears to broaden the initial Resolution 61, because Resolution 61 does not include the language "including those with written employment contracts with the Authority". I was not able to find that anywhere. To me that broadens the scope of the initial Resolution that was tabled. Teresa Nowlin stated this is a new Resolution 61, because the previous one was tabled and not passed. Jeff Bonds asked so this agenda item is Resolution 61? Teresa Nowlin replied yes. Jeff Bonds asked the language about written contracts, is it in there? Teresa Nowlin replied yes. Look at Section 1 at the bottom of Page 15. Mike Sharp made a motion to approve Resolution 61. Seconded by Bo Summers. Harvie Roe stated I believe we're making a tremendously serious mistake by expanding this. I don't even know why we have a Jenks Aquarium Authority if we're going to give one person unfettered powers to run this organization. I'm strongly against that expansion and the language. Keith Montgomery added this has been a relationship between authorities that's been very successful, and in some ways modeled a lot of really good behaviors. This is starting to shift things in manners that are not going to be good for the Aquarium. A roll call vote of members was taken as follows:

Mike Sharp	Yes
Cory Box	Yes
Harvie Roe	No
Jeff Bonds	No
Keith Montgomery	No
Bo Summers	Yes
Chair Josh Wedman	Yes

Motion carried.

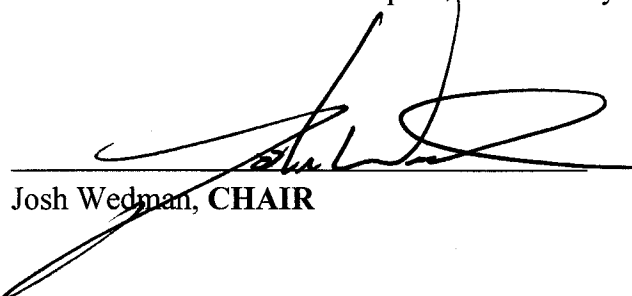
Other Business

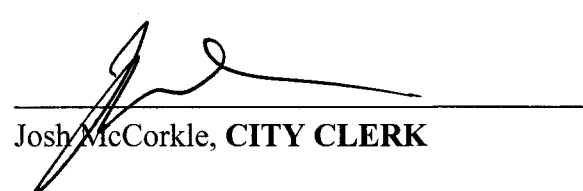
1. General Manager's Report. The General Manager's report was given at the beginning of the meeting.

Adjournment. Chair Josh Wedman made a motion to adjourn. Seconded by Bo Summers. A roll call vote of members was taken as follows:

Mike Sharp	Yes
Cory Box	Yes
Harvie Roe	Yes
Jeff Bonds	Yes
Keith Montgomery	Yes
Bo Summers	Yes
Chair Josh Wedman	Yes

Motion carried. The Jenks Aquarium Authority adjourned at 7:06 p.m.



Josh Wedman, **CHAIR**

Josh McCorkle, **CITY CLERK**