



**NOTICE OF REGULAR MEETING AND AGENDA  
OF THE MIAMI COMMUNITY FACILITIES AUTHORITY (MCFCA)  
WEDNESDAY, JANUARY 12, 2022  
5:15 PM  
MIAMI CIVIC CENTER  
129 5<sup>th</sup> Ave NW, Miami, Oklahoma 74354**

Filed in the Office of the City Clerk and displayed in the main lobby of the Miami Civic Center and by posting on [www.miamiokla.net](http://www.miamiokla.net) starting at 12:00 AM/PM on January 11, 2022, pursuant to 25 O.S. § 311(9) (a) and (b).

Melissa Moore  
Melissa Moore, City Clerk

**THE TRUST MAY DISCUSS, CONSIDER, VOTE ON, AND/OR MAKE RECOMMENDATION TO THE CITY COUNCIL ON ANY ITEM LISTED IN THIS AGENDA:**

- |  |                   |
|--|-------------------|
| 1. Call to Order   | Chairman Stafford |
| 2. Invocation  | Trustees          |
| 3. Pledge of Allegiance  | Chairman Stafford |
| 4. <b>Public Input and Unscheduled Personal Appearances</b><br>Each person will be limited to three (3) minutes; the total time allocated to this agenda item may not exceed thirty (30) minutes unless otherwise deemed appropriate by a majority of the quorum of the Trustees present at that meeting. The purpose of this agenda item is to provide an opportunity for citizens' comments and public announcements. In keeping with the principals of the Oklahoma Open Meeting Act, MCFCA Trustees and staff will not engage in discussion or take any action under this agenda item. If an individual were to seek discussion or further inquiry, they should contact a Trustee or the office of the city manager (Trust General Manager). Responses to citizen comments, if any, will occur under an applicable Agenda item at this or a future public meeting, or a response may be given by a phone call, personal meeting or otherwise as deemed appropriate by the Trust General Manager. | Chairman Stafford |
| 5. <b>*Action Item* Minutes: December 08, 2021 (Regular)</b>   | Trustees          |
| 6. <b>Monthly Financial Report</b>   | Mike Addington    |
| 7. <b>*Action Item* City of Miami Sales Agreement</b>  | Trustees          |
| 8. <b>*Action Item* NEO Sales Agreement</b>  | Trustees          |
| 9. <b>*Action Item* Miami Public Schools Sales Agreement</b>   | Trustees          |
| 10. <b>*Potential Action Item* Suite, Scoreboard Panel, Scoreboard Commercials, and Banner Advertising</b>   | Trustees          |
| 11. <b>*Potential Action Item* Rates for Events &amp; Discussion of Entertainment Uses at the Sports Complex</b>   | Trustees          |
| 12. <b>Chairman and Trustee Community Announcements</b>  | Trustees          |



**13. Other New Business, if any, Which has Arisen Since the Posting of the Agenda  
and Could not Have Been Anticipated Prior to the Time of Posting (25 O.S. § 311(9))** Trustees

**14. Adjournment** Trustees

*The trustees are committed to making this meeting accessible to all citizens and if special assistance or accommodations are required, please submit your request to the City manager's office. We also ask those in attendance turn off or place on silent all cell phones and pagers.*

THE MIAMI COMMUNITY FACILITIES AUTHORITY (MCFA) MET IN REGULAR SESSION DECEMBER 08, 2021, AT THE MIAMI CIVIC CENTER COUNCIL CHAMBERS AT 5:15PM WITH THE FOLLOWING MEMBERS PRESENT:

Kyle Stafford, Chairman  
Nick Highsmith, Trustee  
Bless Parker, Trustee  
Mark Folks, Trustee/Vice Chairman (Absent)  
Dustin Grover, Trustee  
Shannon Duhon, Trustee  
Bill Osborn, Trustee /Secretary/Treasurer (Absent)

Bo Reese, City Manager  
Ben Loring, Trust Attorney  
Melissa Moore, City Clerk

The agenda for the meeting was displayed in the main lobby of the Miami Civic Center and by posting on [www.miamiokla.net](http://www.miamiokla.net) starting at 2:15PM on December 07, 2021, pursuant to 25 O.S §311(9) (a) and (b).

**THE TRUST MAY DISCUSS, CONSIDER, VOTE ON, AND/OR MAKE RECOMMENDATION TO THE CITY COUNCIL ON ANY ITEM LISTED IN THIS AGENDA:**

**1. Call to Order**

Chairman Stafford called the meeting to order at 5:17PM.

**2. Invocation**

Mike Addington gave the invocation.

**3. Pledge of Allegiance**

Chairman Stafford led the pledge of allegiance.

**4. Public Input and Unscheduled Personal Appearances**

None.

**5. \*Action Item\* Consent Agenda**

Trustee Parker moved to transfer agenda Item #6 (Ratify and *Approve Claims*) through Item #7 (*Approve Minutes: September 08, 2021 (Regular)*) to the consent agenda and approve. Trustee Grover made the second. The Trust was polled with the following results:

Parker, Aye Grover, Aye Highsmith, Aye Duhon, Aye Stafford, Aye Osborn, Absent Folks, Absent

Chairman Stafford declared the motion approved.

**6. \*Action Item\* Ratify and Approve Claims**

Moved to the consent agenda.

**7. \*Action Item\* Minutes: September 08, 2021 (Regular)**

Moved to the consent agenda.

**8. Monthly Financial Report**

Municipal finance manager Mike Addington explained that there are three financial reports in the packet for review. The expenses incurred have been for suite expenses and JK media. The dish service has been postponed for six (6) months. Total revenues are one hundred forty-six thousand nine hundred twenty-three dollars (\$146,923). Total expenditures are twenty-eight thousand eight hundred five dollars (\$28,805). The total bottom line is three hundred sixty-six thousand two hundred ninety-seven dollars and ninety three cents (366,297.93). One hundred thousand dollars (\$100,000.00) of the total is in a cd.

No action taken.

**9. Discussion and Possible Action to Designate Commission for the Sale of the Scoreboard Panel Purchased by the Peoria Tribe**

In May there was a discussion regarding whether the booster clubs could receive commission on ad sales. Ben Loring explained that there is a conflict of interest that would need to be resolved with an agreement when an ad is sold by a trustee and the entity is to receive the commission. Loring explained that each entity would need to enter into an agreement with the trust setting out the percentage of commission to the entity for ad sales. During a vote of each agreement the entity representative would abstain. Trustee Highsmith requested further conversation regarding the history of this topic. Loring will draw up the agreements. This would not conflict with the current agreement with EMM, which terminates on December 31, 2021. Trustee Duhon suggested coming up with a rate card with the entities logos that would ensure each entity is stating the same rates.

No action taken.

**10. Discussion and Review of 2021 Football Season**

Trustee Highsmith announced that Miami High School had three (3) wins this season, there were issues with the dish satellite service, and the food from Sodexo was disappointing. Chairman Stafford stated that NEO won four (4) games, Sodexo was put on notice regarding the food, and people cannot see the game from the back of the suite. There are tv's located outside the concession stands that are not being used. Chad Davis stated that the concession stand lines were very long this season. Normally the national honor society groups volunteer and receive commission, did not volunteer. Highsmith asked about the suiteholder access and Chairman Stafford confirmed that access is limited because it needs to be coordinated so that it is known when people are in the suites. Trustee Parker stated that it is eighty dollars (\$80) a month for YouTube tv.

No action taken.

**11. Chairman and Trustee Community Announcements**

None.

**12. \*Potential Action Item\* Other New Business, if any, Which has Arisen Since the Posting of the Agenda and Could not Have Been Anticipated Prior to the Time of Posting (25 O.S. § 311(9))**

Bo requested to discuss events and tourism at the stadium at a future meeting.

**13. Adjournment**

Trustee Parker moved to adjourn. Trustee Highsmith made the second. The Trust was polled with the following results:

Parker, Aye Highsmith, Aye Grover, Aye Duhon, Aye Stafford, Aye Folks, Absent Osborn, Absent

Chairman Stafford declared the meeting adjourned at 6:12PM.

\_\_\_\_\_  
Kyle Stafford, Chairman

\_\_\_\_\_  
Bill Osborn, Treasurer/Secretary

\_\_\_\_\_  
Bless Parker, Trustee

ATTEST:

\_\_\_\_\_  
Mark Folks, Vice Chairman

\_\_\_\_\_  
Dustin Grover, Trustee

\_\_\_\_\_  
Melissa Moore, City Clerk

\_\_\_\_\_  
Shannon Duhon, Trustee

\_\_\_\_\_  
Nick Highsmith, Trustee

<b>MCFA</b>		
<b>PURCHASE ORDERS PRESENTED</b>		
<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>TOTAL</b>
MHS BOOSTER CLUB	MHS FOOTBALL SEASON	\$10,200.00
NEO ATHLETICS	NEO FOOTBALL SEASON	\$6,800.00
		<b>\$ 17,000.00</b>

<b>MCFA</b>		
<b>PURCHASE ORDERS PRESENTED</b>		
<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>TOTAL</b>
FIELDTURF	FIELD MAINTENANCE AGREEMENT	2135.50
SODEXO	MHS VS. BRISTOW	1274.40
SODEXO	NEO VS. NAVARRO	955.80
SODEXO	NEO VS ELLSWORTH CC	1274.40
SODEXO	MHS VS. OOLOGAH	1274.40
		<b>\$6,914.50</b>

<b>MCFA</b>		
<b>PURCHASE ORDERS PRESENTED</b>		
<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>TOTAL</b>
SODEXO	MHS VS CATOOSA	1274.40
SODEXO	NEO VS GORDON'S PREP	1274.40
SODEXO	NEO VS NEW MEXICO MILITARY	1274.40
SODEXO	MHS VS GROVE	1274.40
SODEXO	NEO VS BLINN	1274.40
JK MEDIA	VIDEO BOARD- MHS	3750.00
JK MEDIA	VIDEO BOARD - NEO	3750.00
		<b>\$ 13,872.00</b>

**MIAMI COMMUNITY FACILITIES AUTHORITY (MCFA)**  
**FISCAL YEAR THRU DECEMBER 31, 2021**

	<u>Original Budget</u>	<u>MCFA Funds as of Current Period FY 21/22 Jul-Dec</u>
<b>BEGINNING BALANCE AS OF 6/30/21</b>	\$ 248,179	\$ 248,179
REVENUES	\$ 113,250	\$ 158,923
TRANSFERS IN	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 113,250</b>	<b>\$ 158,923</b>
EXPENDITURES	\$ 88,271	\$ 45,805
TRANSFERS OUT	\$ -	\$ -
ENCUMBRANCES OUTSTANDING OR DEBT RESERVES	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 88,271</b>	<b>\$ 45,805</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ 273,158</b>	<b>\$ 361,298</b>
<b>ENDING BALANCE</b>	<b>\$ 273,158</b>	<b>\$ 361,298</b>

**Revenues:** (accrued when inv is created)  
 Facility Lease: \$50,000  
 Suite Leases: \$20,000+\$12,000 (pre-pymnt)  
 Advertising: \$76,900  
 Concessions:  
 Field Rental:  
 Revenue/Other: 23.34

**\*\*Outstanding Billed Revenues:**  
 Field Rental: 4 States \$914.64 (\$800 has been pd.)

**Expenses:**  
 Suite Expenses: \$15,165.90  
 Video Board Operation: \$7,800  
 Dish Network: \$1,342.75  
 Field Turf: \$4,496  
 MHS Booster Club: \$10,200  
 NEO Booster Club: \$6,800

**\*\* Outstanding Billed Revenues \$ 914.64**

	<u>MCFA Funds</u>	<u>Repair &amp; Replacement (Turf, etc.)</u>
Beginning Bank Balance	\$ 58,179.24	\$ 190,000.00
FY 19/20 A/R Collected this FY		
Outstanding FY 19/20 Collectibles	\$ 914.64	
Revenues	\$ 98,923.34	\$ 60,000.00
Expenses	\$ (45,804.65)	
<b>Ending Bank Balance</b>	<b>\$ 111,297.93</b>	<b>\$ 250,000.00</b>
<b>Total Available Cash</b>	<b>\$ 361,297.93</b>	<b>Of which \$100,000 is in a CD</b>

## SALES AGREEMENT

This non-exclusive Sales Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date") by and between Miami Community Facilities Authority "MCFA" ("Client") with a mailing address and principal place of business at PO Box 1288, 129 5th Ave NW, Miami OK 74355-1288, and the City of Miami, Oklahoma ("Contractor" or "Miami") with a principal place of business at PO Box 1288, 129 5th Ave NW, Miami OK 74355-1288(collectively, the "Parties").

### 1. **Advertisements to Be Sold**

Contractor agrees to sell the following advertisements for Client at Client's current rates:

\$ Three-year Banners 3' x 12'

Total Spaces (18) Available: 11 (7 currently under contract)

\$ Annual Static and Video Advertising on the Scoreboard

Total (45) Available: (20) at the high school games and (24) at the college games (25 currently under contract)

\$ Backlit Scoreboard and Play Clock Panels

Scoreboard: 2 large and 6 small (1 large and 4 small available to sell); Play Clock: 2 (both currently under contract)

\$ Stadium Suites

Total (6) Available: 1 (5 currently under contract)

Total advertisement Spaces for Sale: 41

Any material changes to the Services, including work to be performed and related fees must be approved by the prior written consent of both parties.

### 2. **Reporting & Communication**

Monthly Results Reporting: Starting by February 28, 2022 and continuing as of the last day of each succeeding month Contractor will provide Client with a report of the preceding month's total sales. activities which will include: the number of total leads, total reaches, and conversion ratios.

### 3. **Payment**

Contractor will charge the Client and Client agrees to pay a Commission fee of 25% of the total price per advertisement(s) sold by Contractor. In consideration for the services to be performed by Contractor and Contractor providing Client with a detailed invoice, Client agrees to pay Contractor within 45 days (Net 45) of payment being collected by Client from each advertiser. Contractor will charge the Client and Client agrees to pay a Commission fee of 25% of the total price per advertisement(s) sold by Contractor. Should Contractor create scoreboard video advertisement for any advertiser, the advertiser will have an additional fee starting at

\$200.00 USD per basic 15 second spot, and up to \$750.00 USD fee for each highly produced 15-30 second video spot depending on what the advertiser is needing included. This fee will be paid directly to Contractor by the advertiser.

The client also agrees that if a "Stadium Suite" is sold by Contractor, the Contractor will be paid a Commission fee of 12.5% of the total price per suite on the otherwise same terms and conditions as set forth herein.

**4. Fees and Expenses**

Expenses vary depending on how many leads Contractors explore. Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes, but is not limited to gas, toll road(s), call tracking number and software, cell phone expenses; all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to work under this Agreement.

**5. Termination of the Agreement**

Either party may terminate this agreement at any time for any reason upon written notice to the other party.

**6. Client Approval**

Contractor will have all video advertisements created and approved by Client prior to publishing ads. Client realizes that Contractor will make every effort to comply with MCFA's then current Advertising Policies and Procedures. Client will promptly notify Contractor of any changes thereto.

**7. Effective Date**

Unless otherwise agreed by and between the parties, this agreement shall be effective as of the date signed by the latter of the parties to sign same.

**SIGNATURES**

MCFA "Client": PO Box 1288, 129 5th Ave NW, Miami OK 74355-1288

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Printed Name of Representative

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Signature

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Date signed

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Email of the Representative



The City of Miami, Oklahoma “Contractor”: PO Box 1288, 129 5th Ave NW, Miami OK 74355-1288

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Printed Name of Representative

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Signature

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### 1. **Advertisements to Be Sold**

Contractor agrees to sell the following types of advertisements for Client at Client's then current rates:

- \$ Three-year Banners 3' x 12'
- \$ Annual Static and Video Advertising on the Scoreboard
- \$ Backlit Scoreboard and Play Clock Panels
- \$ Stadium Suites
- \$ Such other advertisements as may be from time to time, determined necessary and proper by MCFA.

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\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Email of the Representative

Northeastern Oklahoma A&M College "Contractor": 200 I Street NE, Miami, OK 74354

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Printed Name of Representative

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Signature

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Date signed

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Email of the Representative

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\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Email of the Representative

The City of Miami, Oklahoma "Contractor": PO Box 1288, 129 5th Ave NW, Miami OK 74355-1288

\_\_\_\_\_

Printed Name of Representative

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Signature

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Date signed

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Email of the Representative