



NOTICE OF REGULAR MEETING AND AGENDA
OF THE MIAMI CITY COUNCIL
MONDAY, MARCH 28, 2022
5:30 PM

MIAMI CIVIC CENTER
129 5th Avenue Northwest, Miami, Oklahoma

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 starting at 10:40 AM on March 25, 2022, pursuant to 25 O.S. § 311(9) (a) and (b).

Melissa Moore
Melissa Moore, City Clerk

THE COUNCIL MAY TAKE ANY OF THE FOLLOWING ACTIONS: DISCUSS, CONSIDER AND VOTE FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ANY ITEM LISTED IN THIS AGENDA:

1. Call to Order Mayor Parker
2. *Action Item* Proclamation Declaring April 2022 as World Autism Month and April 02, 2022 as World Autism Awareness Day Mayor Parker
3. *Action Item* Deal Memorandum With Parabolic Content, LLC Regarding an Audio-Visual Project Referred to as "Tribal Justice," Authorize the City Manager to Sign Ben Loring/
Thomas Anderson
4. Discussion on PCAx Charges and Ordinance Bo Reese/
Tyler Cline/
Jill Fitzgibbon
5. City Manager's Communications Bo Reese
6. The Meeting Will be Continued From Council Chambers and Reconvened in the Staff Room for Purposes of the Executive Session Mayor Parker
7. Executive Session Pursuant to 25 O.S. § 307(C)(11) for the Purpose of Conferring on Matters Pertaining to Economic Development Between the City of Miami, Arise Veterans' Foundation and Possibly R3 Jetworks at the Miami Airport
8. *Potential Action Item* Discuss, Consider, and Vote on Any Matter Discussed in Executive Session City Council
9. Adjournment City Council

The Mayor and City Council of the City of Miami 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 that those in attendance turn off or place on silent all cell phones or pagers. Thank you.



PROCLAMATION

Declaration of April 02, 2022 as
2022 World Autism Day & April 2022 as Autism Acceptance Month
in the City of Miami, Ottawa County, Oklahoma

WHEREAS, autism affects an estimated 1 in 44 children and is a complex disorder that affects each person differently, resulting in unique strengths and challenges; and

WHEREAS, autism can cause challenges with verbal and nonverbal communication, social interaction, and repetitive behaviors, and can affect anyone, regardless of age, race, ethnicity, gender, or socioeconomic background; and

WHEREAS, autism is often accompanied by medical conditions that impact quality of life; and

WHEREAS, a comprehensive, collaborative approach will help to advance research, providing a better understanding of the many forms of autism, while strengthening advocacy efforts and ensuring access to services and resources throughout the life span; and

WHEREAS, early diagnosis and intervention tailored to individual needs can have lifelong benefits, easing the transition to adulthood and fostering greater independence; and,

WHEREAS, each person and family affected by autism should have access to reliable information, supports and opportunities to live up to their greatest potential; and,

WHEREAS, The City of Miami is honored to take part in the annual observance of World Autism Day and Autism Acceptance Month to address the diverse needs of individuals and families affected by autism.

NOW THEREFORE, BE IT RESOLVED THAT Mayor Parker and the Miami City Council do hereby recognize April 02, 2022 as **WORLD AUTISM DAY** and April 2022 as **AUTISM ACCEPTANCE MONTH** within the City of Miami to increase understanding and acceptance of people with autism spectrum disorder.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Miami, Oklahoma to be affixed on this 28th day of March in the Year of Our Lord two thousand and twenty-two.

Bless Parker, Mayor

ATTEST:

Bo Reese, City Manager

**CITY OF MIAMI/MIAMI SPECIAL UTILITY AUTHORITY
ACTION/DECISION REQUEST**

**COUNCIL/MSUA
MEETING DATE:** March 28, 2022

AGENDA TITLE: Deal Memorandum With Parabolic Content, LLC Regarding an Audio-Visual Project Referred to as “Tribal Justice,” Authorize the City Manager to Sign

BACKGROUND:

- Since the Supreme Court Ruling in *McGirt v. Oklahoma*, a lot of attention and press, both in Oklahoma and nationally, has focused on law enforcement difficulties in Oklahoma and specifically on Indian Country in Oklahoma.
- ProdCo is wanting to produce and complete season broadcast on these issues. However, they are wanting to have at least one episode dealing with these issues from the prospective of a location where the law enforcement officers and the governmental entities are working together in a cooperative fashion, that being Miami and Ottawa County.
- This “Deal Memo” gives them permission to work with our PD (only those officers who are willing to participate) in filming the episode(s)
- They express interest is particularly showing the history of our Tribes and how they ended up here in NE Oklahoma through deceit and broken promises from the government and how the people survived through it all.
- They are further wanting to tell the story of how these Tribes have now flourished, particularly with the cooperative arrangements between them and local government.
- They have not yet sold the project to any network but feel very optimistic about the prospects.
- This project will be done completely at their cost but may well help set the precedent for further film industry projects in and around Miami.
- The agreement runs for 9 months after signing

STAFFS RECOMMENDATION:

Staff recommends approval of the agreement

PRESENTER(S):

Thomas Anderson,
Ben Loring

PROPOSED MOTION: I move to approve the agreement, and authorize the City Manager to execute same.



As of March 4, 2022

City of Miami
Attn: Ben Loring

Re: “Tribal Justice”- Brand Attachment

Dear Ben:

This deal memorandum (“**Deal Memo**”) confirms the principal terms and conditions to which Parabolic Content, LLC (“**ProdCo**”) and the City of Miami (the “**City**”) have agreed in connection with the development and possible production of an audio-visual project currently referred to as “*Tribal Justice*” (the “**Project**”). The Project is intended to document the day-to-day activities of law enforcement and the courts through the lens of three federally-recognized Indian tribes in Oklahoma, including the story of their removal to Oklahoma and their survival as sovereign nations on their Oklahoma reservations.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

<p>Development Activities</p>	<p>During the Term (as defined below), City grants ProdCo the sole and exclusive right to develop and pitch the Project in an effort to secure an agreement with a network, studio, broadcaster, digital platform or other third-party media outlet or financier (each a “Buyer” and collectively, “Buyers”) for the further development, production, financing, or distribution of the Project (each a “Buyer Agreement”). In connection with the foregoing development activities, ProdCo may develop, produce and complete a creative deck, treatment, outline, one-sheet, casting tape, sizzle reel, presentation tape and/or other development materials for the Project (collectively, the “Development Materials”).</p>
<p>Term and Exclusivity Period</p>	<p>The term of this Deal Memo commences on the date that the City executes it and shall continue for nine (9) months (defined as 270 calendar days) from that date (the “Term”).</p> <p>During the Term, City will not, directly or indirectly, enter into any agreement or arrangement with another person or entity for the purpose of creating, designing, developing, or making a show about City’s law enforcement activities, court activities, police activities or the development or operation of any such programs (or similar programs by its employees).</p> <p>If, at the expiration of the Term, ProdCo is in active negotiations with a Buyer, the Term shall be automatically extended for the duration of such negotiations, up to an additional ninety (90) days. The Term may also be extended for any reason and for a mutually agreeable term, with the consent of the City and ProdCo,</p>
<p>City Access and Participation</p>	<p>During the Term, City agrees to participate and render services for the Development Materials, which may include attending pitch meetings as mutually agreed upon by City and ProdCo. City also agrees to provide access to (including, but not limited to, the right to photograph, record [audio/visual]) the City’s following programs and operations:</p> <ul style="list-style-type: none"> • Police department and police officers who are willing to appear on camera; • Tribal courts and tribal court hearings that do not involve Indian child welfare cases; • City detention facilities and leaders, employees and representatives who are willing to appear on-camera as they work to set up and manage City detention facilities and programs; and • Other City departments, programs and operations as mutually agreed upon between the City and ProdCo.

	City shall assist ProdCo in obtaining all necessary third-party releases from City members, employees, and third-party partners such as the county of Ottawa jail, City of Miami police department, who are willing to appear on camera.
Consultation Rights and Approvals	As between City and ProdCo, ProdCo shall have creative control and approval over the Project; provided, however, ProdCo agrees to consult meaningfully and in good faith with City in connection with key creative decisions for the Project, including persons to be featured on-camera, areas of access within the City to be granted (as described above), stories to be featured, and other key creative elements for the Project. Such consultation rights shall be subject to the following: (i) any and all approvals required by the Buyer; (ii) City being available as, when and where reasonably required for the exercise of such rights; (iii) such rights being exercised in a reasonable manner so as not to frustrate ProdCo's full and timely development, production, and/or exploitation of the Project. Additionally, ProdCo shall provide the City with the opportunity to review and provide feedback on the Development Materials and each episode of the Project in which the City appears prior to each such episode being "locked" (as such term is customarily used in the television industry). The City agrees to provide all feedback within seventy-two (72) hours of receipt of the Development Materials for review and within forty-eight (48) hours from receipt of each episode for review. City acknowledges and agrees that City's feedback will be limited to any storylines and content relating to (i) the historical accuracy of the City, (ii) to ensure the City's officers, employees, agents or members are not portrayed in a way that would constitute actionable defamation or be considered disparaging to an objective third party, and (iii) to ensure the City's Insignia (as defined below) is not being used in a derogatory or defamatory manner.
City's Trademarks/Logos	City grants to ProdCo the right to use the name and official seal of the City and other distinctive indicia of City (" City's Insignia ") in the Development Materials; provided, however, the City shall have the right to meaningful consultation over how the City's Insignia are used in the Development Materials.
Ownership / Distribution Rights	In the event ProdCo does not enter into a Buyer Agreement during the Term or any extension thereof, neither party will have any further obligation to the other, it being understood that ProdCo shall retain ownership of all Development Materials created and/or paid for by ProdCo during the Term. Nothing in this agreement shall grant ProdCo ownership rights over the City's Insignia or any tribal or cultural objects, items, or images, which remain the sole and exclusive property of the City as a whole.

The parties anticipate entering into a more formal agreement incorporating the terms hereof as well as other terms and customary provisions which shall be negotiated in good faith within ProdCo's customary parameters for agreements of this type. Notwithstanding the foregoing, until a more formal agreement is executed, if ever, this Deal Memo, once executed by both parties, shall serve as a binding agreement between the parties with respect to the subject matter hereof.

[Signature page to follow]

Please indicate your agreement to the terms set forth above by signing in the space provided below.

Very truly yours,

Parabolic Content, LLC

By: _____

Its: _____
An Authorized Signatory

Date: _____

ACCEPTED AND AGREED:

City of Miami

By: _____

Its: _____
An Authorized Signatory

Date: _____

**CITY OF MIAMI/MIAMI SPECIAL UTILITY AUTHORITY
ACTION/DECISION REQUEST**

COUNCIL/MSUA

MEETING DATE: **March 28, 2022**

AGENDA TITLE: Discussion on PCAX Charges and Ordinance

BACKGROUND:

- In February 2021, a severe winter weather storm, Uri, occurred and several factors, most notably the cost of natural gas to generate electricity consumed through the Southwest Power Pool (SPP), and the Grand River Dam Authority's (GRDA) operating region was affected by extreme usage.
- On August 12, 2021, the GRDA board approved the calculated total amount of the extraordinary weather event to be \$102,338,191.
- GRDA utilizes natural gas as a fuel source for generating electricity to provide power to their customers including the City of Miami's utility customers. The price per dekatherm (a unit of energy) of natural gas increased from approximately \$2.85 per dekatherm to \$1,100.00 per dekatherm for six straight days during the storm.
- GRDA has billed the Miami Special Utility Authority (MSUA) \$2,698,459 as our portion of the \$102M cost and gave the MSUA options for repayment.
- Miami has opted to pay this amount by October 31, 2022, to avoid additional interest fees.
- The ordinance creates a GRDA Rider charge called "PCAX". The \$.005226 rider will show separately on residential and commercial billing. Industrial customers have been notified and have agreed to pay based on their usages during the winter storm and will be invoiced for their actual usage during the weather event, which equates to \$1,025,878.70.
- The PCAX will be added to residential and commercial utility bills until the full amount owed to GRDA is paid off (\$2,698,459).
- Estimates show, based on the last three years usages, that the following PCAX revenue for all customer classes, except industrial, would have been generated below per the attached spreadsheet.
 - 2021 - \$575,000.00
 - 2020 - \$557,000.00
 - 2019 - \$578,000.00

Therefore, staff is anticipating collecting approximately \$560,000-\$570,000 per year for approximately three (3) years.

- The PCAX is expected to be a \$4.00 to \$6.00 added charge per month for each residential customer.

STAFFS RECOMMENDATION: NO ACTION NEEDED

Initial Presentation:	March 21 st , 2022
Answer any questions:	March 28 th , 2022
Consider Ordinance:	April 4 th , 2022

PRESENTER(S):

Bo Reese
Tyler Cline
Jill Fitzgibbon

ORDINANCE NO. _____

"AN ORDINANCE OF THE CITY OF MIAMI, OKLAHOMA, ADOPTING A RATE ADJUSTMENT FOR ELECTRIC SALES; PROVIDING FOR THE CREATION OF A TEMPORARY RATE ADJUSTMENT FOR WINTER STORM URI TEMPORARY PRODUCTION COST BILL RECOVERY; AND PROVIDING AN EFFECTIVE DATE."

WHEREAS, the City of Miami ("City") and its Miami Special Utilities Authority ("MSUA") are the owners and operators of a municipal electric utility which provides electric services to residents and businesses located within and outside the corporate limits of the City; and

WHEREAS, Article 2, Section 6, ¶2 of the City Charter provides that the Mayor and City Council shall have power by ordinance to regulate and prescribe such rules and regulations as may seem advisable and necessary to protect public health, safety, and comfort; and

WHEREAS, the Mayor and City Council are charged with the duty and responsibility to establish and set electric rates; and

WHEREAS, it is the responsibility of the Mayor and City Council to ensure that the electric rates are adequate to meet the financial requirements of the MSUA and the City; and

WHEREAS, in the period of February 1, 2021, through February 28, 2021, the City experienced an extreme cold weather event known as "Winter Storm Uri" that caused a drastic increase in the price of natural gas that resulted in extraordinary energy costs billed by the Grand River Dam Authority to the City and MSUA ("Temporary Production Cost Bill"); and

WHEREAS, the City and the MSUA have entered into an agreement with the Grand River Dam Authority to pay the Temporary Production Cost Bill in the amount of \$2,698,459.00 in monthly installment payments over twelve (12) months, or a lump sum at the end of 12 months, with no carrying costs; and

WHEREAS, the City and the MSUA have determined that, in order to maintain a high quality of service and limit the financial impact of the Winter Storm Uri event on MSUA while limiting the rate impact on monthly bills of Rate Class Customers E.1, E.2, E.3 and E.5, a Temporary Rate Adjustment shall be implemented to recover one hundred percent (100%) of the Temporary Production Cost Bill from electric utility customers- until the total amount of \$2,698,459.00 has been recovered, estimated to be for a term of 36 months; and

WHEREAS, the City and the MSUA, in recognition of the extraordinary assistance provided by Rate Class Customers E.4 through reduction of electricity usage during the Winter Storm Uri event, have determined that Rate Class Customers E.4 shall be charged for their respective actual electricity usage during the Winter Storm Uri event.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI, OKLAHOMA:

Section 1. The Temporary Rate Adjustment for recovery of the Winter Storm Uri event Temporary Production Cost Bill is hereby established and approved as set forth in the attached Electric Service Billing Table. It will be shown as PCAx on customers' bills.

Section 2. The Temporary Rate Adjustment for the Winter Storm Uri event is effective on April 1, 2022, which will be placed on the last cycle of March usages, and shall remain in effect until the expiration of thirty-six (36) months or until MSUA has recovered 100% of the Temporary Production Cost Bill.

PASSED AND ADOPTED this ____ day of **December 2021**.

CITY OF MIAMI, OKLAHOMA
A Municipal Corporation

Mayor

ATTEST:

Melissa Moore, City Clerk

APPROVED AS TO FORM AND LEGALITY this ____ day of December, 2021.

ELECTRIC SERVICE BILLING TABLE:

TEMPORARY RATE ADJUSTMENT — WINTER STORM URI EVENT

I. BACKGROUND:

- The City of Miami and the Miami Special Utilities Authority shall create a Temporary Rate Adjustment ("TRA") shown as PCAx, to be added to the monthly bills of Rate Class Customers E.1, E.2, E.3 and E.5 to recover 100% of the Grand River Dam Authority's Temporary Production Cost Bill over an approximately 36 month term. 100% of the Temporary Production Cost bill is \$2,698,459.00.

TRA— WINTER STORM URI EVENT TEMPORARY PRODUCTION COST RECOVERY:

- The **TRA shall be effective on April 1, 2022**, which will be placed on the last cycle of March usages, and shall remain in effect for approximately 36 months or until the total amount of \$2,698,459.00 has been recovered.
- The TRA adder is applicable to Rate Class Customers E.1, E.2, E.3 and E.5.
- Due to variables in energy usage by customers, the range is necessary in order to recover the total amount of \$2,698,459.00 in approximately 36 months.
- Staff shall monitor the TRA monthly to determine whether further adjusting of the TRA within the approved range is necessary in order to achieve recovery of \$2,698,459.00 in approximately 36 months.

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CUSTOMER BILLS: The TRA shall appear as a separate line item on each affected customer's utility bill as PCAx. The exact monthly charge may vary based on the terms herein. The exact amount added for the TRA will be specifically stated on each monthly utility bill.