




**NOTICE OF REGULAR MEETING AND AGENDA
OF THE MIAMI COMMUNITY FACILITIES AUTHORITY (MCFA)
WEDNESDAY, AUGUST 10, 2022
5:15 PM
MIAMI CIVIC CENTER
129 5th 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 starting at 1:35 AM/PM on August 09, 2022, pursuant to 25 O.S. § 311(9) (a) and (b).



Melissa Moore, City Clerk

THE TRUST 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 | Chairman Stafford |
| 2. Invocation | Trustees |
| 3. Pledge of Allegiance | Chairman Stafford |
| 4. Public Input and Unscheduled Personal Appearances
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, MCFA 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. *Action Item* Minutes: June 22, 2022 (Regular) | Trustees |
| 6. Monthly Financial Report | Mike Addington |
| 7. *Action Item* Memorandum of Understanding With Northeastern Oklahoma Soccer Association for Fiscal Year 2022-2023 | Dustin Grover |
| 8. *Discussion and Action Item* Approve Rates for Scoreboard Panels | Chairman Stafford |
| 9. *Action Item* Authorize the Trust Manager to Sign Advertising Agreements | Chairman Stafford |
| 10. *Discussion and Possible Action Item* to Increase Expenses for Food in the Suites | Chairman Stafford |
| 11. Discussion of Upcoming Football Season | Trustees |
| 12. Suiteholder's Luncheon on Wednesday, August 24, 2022 | Chairman Stafford |



- 13. Chairman and Trustee Community Announcements Trustees
- 14. ***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))** Trustees
- 15. 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 JUNE 22, 2022, 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
Dustin Grover, Trustee (
Bill Osborn, Trustee /Secretary/Treasurer
Shannon Duhon, Trustee

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 starting at 3:05PM on June 21, 2022, 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 5:20PM.

2. Invocation

Chairman Stafford 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* NEO Ad Sales Commission Agreement

Chairman Stafford explained that the commission agreements with Miami Public School and the City were approved at a previous meeting.

Trustee Highsmith made a motion to approve the NEO ad sales commission agreement. Trustee Parker made the second. The Trust was polled with the following results:

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

Chairman Stafford declared the motion approved.

Chairman Stafford explained that Trustee Duhon rescinded his resignation. Now that he has accepted a new job, he is able to serve once again. Since no one had been appointed as his replacement, he was able to rescind his resignation.

6. *Action Item* Ratify and Approve Claims

Trustee Duhon made a motion to ratify and approve claims. Trustee Highsmith made the second. The Trust was polled with the following results:

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

Chairman Stafford declared the motion approved.

7. *Action Item* Minutes: April 13, 2022 (Regular)

Trustee Parker made a motion to approve minutes April 13, 2022 (Regular). Trustee Folks made the second. The Trust was polled with the following results:

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

Chairman Stafford declared the motion approved.

8. Monthly Financial Report

Jill Fitzgibbon explained the financial statement through May 30, 2022. The total revenues received are one hundred sixty thousand three hundred seventeen dollars (\$160,317.00). The expenditures are forty-seven thousand four hundred ninety-four dollars and fifteen cents (\$47,494.15). The 4-States bill remains outstanding.

No action taken.

9. *Action Item* J-K Media Videoboard Agreement

The only changes to the agreement were the dates.

Trustee Parker made a motion to approve the J-K Media videoboard agreement. Trustee Folks made the second. The Trust was polled with the following results:

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

Chairman Stafford declared the motion approved.

10. *Action Item* Authorize Purchasing Agent to Receive Quotes on Placing the Repair and Replacement Monies Into an Interest Bearing CD and Then to Place Monies at the Location With the Highest Rate

Krista Duhon recommended that the Trust make it the common practice to authorize the purchasing agent to receive quotes on placing the repair and replacement monies into an interest bearing account and then to place monies at the location with the highest rate. The revenue from the last cd investment was one hundred forty-nine dollars and three cents (\$149.03). The Trust will continue to be able to determine the amount of money that is invested. Chairman Stafford requested that a report be issued to the Trust each time something is done with the money.

Trustee Osborn made a motion to authorize the purchasing agent to receive quotes on placing the repair and replacement monies into an interest bearing account and then to place monies at the location with the highest rate, and to authorize Trust Manager to sign paperwork. Trustee Grover made the second. The Trust was polled with the following results:

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

Chairman Stafford declared the motion approved.

11. *Action Item* Service Agreement With Daktronics, Inc. for the Scoreboard

Trustee Grover explained that one of the computers went down on Saturday. Daktronics is willing to enter into a service maintenance agreement for one (1) additional year with the current equipment. After one (1) year they will not enter into a new agreement without some of the equipment being replaced. Daktronics sent two (2) agreements; the first is for the additional year in the amount of ten thousand forty dollars (\$10,040.00). The second agreement contains new equipment and is in the amount of seventy thousand dollars (\$70,000.00). It was discussed that the video board and the field turf will need to be replaced in approximately three (3) years. The tri-caster also needs to be updated. Trustee Grover explained that to replace the scoreboard and the tri-caster it will be approximately two hundred twenty thousand dollars (\$220,000). Chairman Stafford explained that the commitments to the video advertising for the panels and the suites are tied to the videoboard. Trustee Duhon requested to have Daktronics put together a proposal for replacement

of everything. The Trust is going to do some research on the cost of the upgrade to videoboard and equipment, turf, and commitments to re-sign a suite lease.

Trustee Osborn made a motion to approve the one (1) year service agreement with Daktronics, Inc. and approve the purchase of computer equipment needed. Trustee Duhon made the second. The Trust was polled with the following results:

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

Chairman Stafford declared the motion approved.

12. Discussion of Upcoming Football Season

Chairman Stafford reiterated the importance of selling video board panels. The eight-man football game was a success last weekend.

No action taken.

13. Field Turf Maintenance Reports

Trustee Grover explained that the G-Max numbers are not concerning and there is enough infill. The Trustees will gather information different field turf options and report back to the Trust.

No action taken.

14. Chairman and Trustee Community Announcements

None.

15. *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))

None.

16. Adjournment

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

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

Chairman Stafford declared the meeting adjourned at 6:06PM.

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

**MCFA
PURCHASE ORDERS PRESENTED**

VENDOR	DESCRIPTION	TOTAL	
FIELDTURF	FINAL FIELD MAINTENANCE		\$ 2,135.50
JK MEDIA	8-MAN FOOTBALL GAME	\$ 300.00	
SODEXO	8-MAN FOOTBALL GAME	\$ 1,128.08	
	(PO#22-01868) 25% SALES COMMISSION FOR SELLING LARGE SCOREBOARD PANEL TO PEORIA TRIBE FOR		
NEO DEVELOPMENT FOUNDATION	60,000.00	<u>\$ 15,000.00</u>	
		\$ 18,563.58	

MIAMI COMMUNITY FACILITIES AUTHORITY (MCFA)

FISCAL YEAR THRU July 31, 2022

	<u>Original Budget</u>	<u>MCFA Funds as of Current Period FY 22/23 Jul-July</u>
BEGINNING BALANCE AS OF 6/30/22	\$ 330,439	\$ 330,439
REVENUES	\$ 100,750	\$ 96,120
TRANSFERS IN	\$ -	\$ -
Total Revenues	\$ 100,750	\$ 96,120
EXPENDITURES	\$ 111,750	\$ 527.42
TRANSFERS OUT	\$ -	\$ -
ENCUMBRANCES OUTSTANDING OR DEBT	\$ -	\$ -
RESERVES	\$ -	\$ -
Total Expenditures	\$ 111,750	\$ 527
Net Revenues/(Expenditures)	\$ 319,439	\$ 426,031
ENDING BALANCE	\$ 319,439	\$ 426,031

Revenues: (accrued when inv is created)
 Facility Lease: \$50,000
 Suite Leases: \$20,000
 Advertising: \$26,000
 Concessions: \$119.75
 Field Rental:
 Revenue/Other:

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

Expenses:
 Suite Expenses:
 Video Board Operation:
 Dish Network: \$527.42
 Field Turf:
 MHS Booster Club:
 NEO Booster Club:
 Score Board Panel:
 Scoreboard Sales Commission:

**** Outstanding Billed Revenues \$ 79,414.64**

	<u>MCFA Funds</u>	<u>Repair & Replacement (Turf, etc.)</u>
Beginning Bank Balance	\$ 80,438.80	\$ 250,000.00
Revenues	\$ 96,119.75	
FY 19/20 Receivable	\$ 914.64	
Expenses	\$ (527.42)	
Ending Bank Balance	\$ 97,531.13	\$ 250,000.00
Total Available Cash	\$ 347,531.13	
Original CD Balance:	\$ -	
Interest:	\$ -	
CD Balance at Maturity Investment:	\$ -	

MIAMI COMMUNITY FACILITIES AUTHORITY (MCFA)

FISCAL YEAR THRU June 30, 2022

	<u>Original Budget</u>	<u>MCFA Funds as of Current Period FY 21/22 Jul-June</u>
BEGINNING BALANCE AS OF 6/30/21	\$ 248,179	\$ 248,179
REVENUES	\$ 113,250	\$ 160,317
TRANSFERS IN	\$ -	\$ -
Total Revenues	\$ 113,250	\$ 160,317
EXPENDITURES	\$ 88,271	\$ 66,057.73
TRANSFERS OUT	\$ -	\$ -
ENCUMBRANCES OUTSTANDING OR DEBT RESERVES	\$ -	\$ -
Total Expenditures	\$ 88,271	\$ 66,058
Net Revenues/(Expenditures)	\$ 273,158	\$ 342,439
ENDING BALANCE	\$ 273,158	\$ 342,439

Revenues: (accrued when inv is created)
 Facility Lease: \$50,000
 Suite Leases: \$20,000+\$12,000 (Crossland pre-pymnt)
 Advertising: \$76,900
 Concessions: \$1,244.92
 Field Rental:
 Revenue/Other: \$23.34
 CD Interest: \$149.03

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

Expenses:
 Suite Expenses: \$16,293.98
 Video Board Operation: \$8,100
 Dish Network: \$1,342.75
 Field Turf: \$6631.50
 MHS Booster Club: \$10,200
 NEO Booster Club: \$6,800
 Score Board Panel: \$1,689.50
 Scoreboard Sales Commission \$15,000

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

	<u>MCFA Funds</u>	<u>Repair & 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	\$ 100,317.29	\$ 60,000.00
Expenses	\$ (66,057.73)	
Ending Bank Balance	\$ 92,438.80	\$ 250,000.00
Total Available Cash	\$ 342,438.80	

CD has been cashed in waiting on instructions to reinvest.

Original CD Balance:	\$ 100,000.00
5/15/21 CD matured 05/15/22 Interest:	\$ 149.03
CD Balance at Maturity 5/15/22 12-Month Investment:	\$ 100,149.03



Miami Community Facilities Authority
 Miami Multi-Purpose Sport Complex
 @ Red Robertson Field
 200 I St NE
 Miami, OK 74354

Agreement No. _____

MEMORANDUM OF UNDERSTANDING

FY 2022-2023

This Memorandum of Understanding ("MOU") is made and entered into this ___ day of August, 2022, by and between the Youth Athletic Development Foundation("NEOSA"), a non-profit youth sports organization, and the Miami Community Facilities Authority ("MCFA"), which is a public trust jointly authorized by NEO A&M College, Miami Public Schools, and the City of Miami, Oklahoma. Collectively, the NEOSA and the MCFA are referred to herein as the "Parties".

WHEREAS, the Parties desire to work together to utilize and maintain the field and facilities known as the Miami Multi-Purpose Sport Complex and Red Robertson Field (hereinafter, the "Complex"), located on the campus of NEO A&M College in Miami, Oklahoma, in order to enrich the overall quality of life in the community;

IT IS THEREFORE AGREED that the Parties allocate between themselves the following specific responsibilities with respect to the use and maintenance of the Complex, and further agree to the following terms and conditions.

1. **NEOSA Responsibilities.** In lieu of money payments for rent for the use of the Complex, NEOSA shall:
 - a. Provide the following services with respect to the physical grounds, facilities, and equipment of the Complex for, during, or as a result of NEOSA usage and events:
 - i. Providing team and individual participant gear and equipment, or arranging for provision of same by third parties;
 - ii. Inspecting and maintaining any operational equipment, such as first down chains, that may be provided by or belong to the MCFA or its authorizing entities;
 - iii. Actively discouraging littering and other misuse of the physical grounds;
 - iv. Reimbursing the City, in an amount not to exceed \$1,000.00 during the term of this MOU, for repair of any damage to the physical premises of the Complex that is caused, in whole or in part, by actions of NEOSA or its volunteers, personnel, participants, attendees, guests, and invitees, whether negligent or otherwise; and
 - v. Reporting any vandalism or misuse of the Complex to the MCFA upon becoming aware of same;
 - b. Assume responsibility and liability for, and hold the MCFA and its individual entities harmless with respect to, any and all property damages and/or personal injuries incurred during or as a result of NEOSA events and arising from actions of NEOSA or its volunteers, personnel, participants, attendees,



Miami Community Facilities Authority
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guests, and invitees, whether negligent or otherwise; provided that (i) NEOSA's liability to the MCFA for any damage to the Complex premises shall not exceed the amount set forth in subparagraph 1.a.iv. above; (ii) NEOSA's assumption of liability for any other property damage or personal injuries shall not exceed the amount of liability insurance paid or payable to NEOSA, or on its behalf, for a claim under the insurance policy the organization is required to maintain under subparagraph 1.c. below; and (iii) the responsibility and liability assumed hereunder is that of the NEOSA as an entity and does not, as far as the MCFA is concerned, extend to any of the individual members of the NEOSA's governing body, coaching team, or other leadership.

- c. Maintain a liability insurance policy for NEOSA having limits no less than \$1,000,000.00 per occurrence, and make the MCFA an additional insured on any such policy;
- d. Consult with the MCFA's designee in the development of practice and game schedules, prior to the publication of same, and **submit a proposed game schedule for the 2022 and 2023 seasons to the MCFA no later than September 1, 2022 for the 2022 season and March 1, 2023 for the 2023 Spring season;**
- e. Designate authorized NEOSA representative(s) to act as point(s) of direct contact with the MCFA;
- f. Develop a set of written expectations for general care of Complex facilities during NEOSA usage and events, to be signed by coaches and parents (or other persons responsible for participants) as part of the participant registration process for the 2022-23 season; these may be added to any existing code of conduct or similar set of written expectations the NEOSA already distributes during its registration process;
- g. Disallow any illegal, indecent, obscene, offensive, immoral conduct by NEOSA personnel, volunteers, participants, attendees, guests, invitees, including use of tobacco and alcohol products and the smoking of marijuana on the Complex premises, and such other conduct which is prohibited by the City of Miami's Rental and Use, and advertisement Agreement Policy (COU-2020-01) as written or as may hereinafter be amended; said policy is hereby adopted by MCFA, is attached hereto as Exhibit A, and is incorporated herein;
- h. Provide the MCFA complete information regarding the nature and content of any advertising relating to use of the Complex premises by NEOSA, at least two (2) weeks in advance of the use or implementation of such advertising; and



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- i. Provide the MCFA with the following documentation and/or information at the time of execution of this agreement, and provide any updates to such documentation and/or information within one (1) week from the time such updates go into effect or from the time of a request from the MCFA:
 - i. A current Certificate of Insurance showing the limits of the organization's liability insurance policy and the MCFA as an additional named insured;
 - ii. Telephone number(s) and other contact information for the representative(s) designated as the point(s) of direct contact with the MCFA;
 - iii. A copy of the organization's written expectations for general care of Complex facilities during NEOSA usage and events, once developed for the 2022-23 season;
 - iv. A list of the names and titles of the members of the NEOSA governing body and/or all persons having decision-making authority for NEOSA;
 - v. Game schedule(s) for the season, which do not conflict with any planned usage of the Complex by the MCFA or its authorizing entities;
 - vi. A breakdown of participants' ages, zip codes, and tribal affiliations, if any, to facilitate potential grant opportunities by the MCFA; and
 - vii. Information reflecting money collected and spent annually by the organization, to facilitate the MCFA's tracking of economic activity associated with the Complex.

2. MCFA Responsibilities. Subject to the availability of approved funds, the MCFA shall:

- a. Provide the following services, whether directly or indirectly through other agreements, for maintenance of the physical grounds, facilities, and equipment of the Complex:
 - i. Maintain Complex grounds, including but not limited to routine cleaning of restrooms, disposing of trash, and making regular facility inspections;
 - ii. Supply MCFA-issued toilet paper and paper towels in restrooms and concession stand;
 - iii. Repair any damage to the physical premises of the Complex and assume financial responsibility for such repairs once NEOSA has exhausted its \$1,000.00 reimbursement obligation under subparagraph 1.a.iv. above;
- b. Designate an official liaison between the MCFA and NEOSA, to attend all NEOSA board meetings, if any, and to otherwise maintain regular and direct contact with the NEOSA authorized representative(s);
- c. Publicize the NEOSA schedule of events and any related information in the public-access calendars of the MCFA's authorizing entities, as requested by NEOSA and subject to the other terms of this agreement; and
- d. Track expenses incurred by both Parties in using the Complex, to facilitate analysis of economic activity associated with the Complex.



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Miami Multi-Purpose Sport Complex
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3. General Terms and Conditions. The Parties agree with respect to the following:

- a. The MCFA shall retain management authority over and access to the Complex, and its use by NEOSA is non-exclusive and subject to the pre-approved game schedule submitted to the MCFA by NEOSA for the current season;
- b. With respect to any advertising relating to use of the Complex premises by NEOSA, no such advertising, or any part thereof, shall be used or implemented if the MCFA makes written objections to the same on the grounds of (i) violation of any law; (ii) the inability or failure of NEOSA to uphold claims made in its advertising of the event; or (iii) violation of any terms and conditions of this agreement relating to the nature of the use of the Complex by NEOSA, and the MCFA reserves the right to immediately terminate any advertising displayed in violation of this provision, without advance notice of such termination to NEOSA;
- c. The MCFA reserves the right to deny access to the Complex premises, if NEOSA does not, in the sole discretion of the MCFA, timely fulfill the obligations imposed by this MOU;
- d. This MOU shall terminate without notice as of June 30, 2023, and otherwise either party may terminate this agreement upon written notice to the other party without further liability or obligation whatsoever, provided that claims arising from events preceding the termination date shall remain the obligation of the party responsible for such claim under the terms and conditions set forth above; and
- e. FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this MOU that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy; provided that this Force Majeure clause shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder

Agreed upon and executed as of the date first written above.

MCFA: Miami Community Facilities Authority

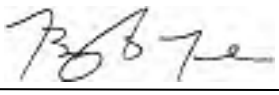
By: _____
Dr. Kyle Stafford, Chairman



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NEOSA: Northeast Oklahoma Soccer Association

By:  _____
Ben Temple, Representative for NEOSA