

**NOTICE OF REGULAR MEETING AND AGENDA  
OF THE MIAMI DOWNTOWN REDEVELOPMENT AUTHORITY (MDRA)  
TUESDAY, FEBRUARY 21, 2023  
4:00 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 9:35 AM PM on February 17, 2023, pursuant to 25 O.S. § 311(9) (a) and (b).

Melissa Moore  
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:**

- |   |                 |
|---|-----------------|
| <b>1. Call to Order</b>   | Chairman Forkum |
| <b>2. Public Input and Unscheduled Personal Appearances</b><br>Each person will be limited to three minutes. 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, Trust Authority members and city staff will not engage in discussion or take any action under this agenda item. If you seek discussion or further inquiry, please contact the Chairman or the office of the city 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 a posting on the city website: <a href="http://www.miamiokla.net">www.miamiokla.net</a> . | Chairman Forkum |
| <b>3. Consent Agenda</b><br>By unanimous consent the public body may designate noncontroversial items to be considered in one motion and one vote. The public body may add items from the regular agenda and approve. Posted agenda items not added to the consent docket will be considered separately in their regular order. Staff recommends items 4 and 5 be placed on the consent agenda.   | Trustees        |
| <b>4. Minutes: JAN 2022</b>   | Trustees        |
| <b>5. Claims FEB 2023</b>   | Trustee         |
| <b>6. Epic Charter School Testing Contract</b>  | Danny Dillon    |
| <b>7. Coleman Managing Director's Report</b>  | Danny Dillon    |
| <b>8. Tourism &amp; Visitor Development Department Update</b>   | Amanda Davis    |
| <b>9. Discussion of Grants for Downtown Redevelopment</b>   | Chairman Forkum |
| <b>10. 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))</b>   | Trustees        |
| <b>11. Trustee Community Announcements</b>  | Trustees        |
| <b>12. Adjournment</b>  | Trustees        |

The MDRA is committed to making this meeting accessible to all citizens and if special assistance or accommodations are required, please submit your request to the MDRA at the office of the Trust Manager. We also ask that all cell phones and pagers be turned off or placed on silent. Thank you.

THE MIAMI DOWNTOWN REDEVELOPMENT AUTHORITY (MDRA) MET IN REGULAR MEETING TUESDAY, JANUARY 16, 2023, IN THE MIAMI CIVIC CENTER COUNCIL CHAMBERS AT 4:00 PM WITH THE FOLLOWING MEMBERS PRESENT:

Lynn Forkum, Chairman  
Brad Williams, Trustee  
Joe Morgan, Trustee  
Ron Stowell, Trustee  
Shawn Howe, Trustee (Absent)  
Brian Estep, Trustee  
Rich Lillard, Trustee

The agenda was filed in the office of the City Clerk and posted in the main hallway and the north outside entryway of the Civic Center at 9:15AM on January 13, 2023

**THE TRUST MAY DISCUSS, CONSIDER, AND VOTE ON ANY ITEM LISTED IN THIS AGENDA:**

**Call to Order**

Chairman Forkum called the meeting to order at 4:30 PM

**Public Input and Unscheduled Personal Appearances**

None

**CONSENT AGENDA**

**By unanimous consent the public body may designate noncontroversial items to be considered in one motion and one vote. The public body may add items from the regular agenda and approve. Posted agenda items not added to the consent docket will be considered separately in their regular order. Staff recommends that Items 4 and 6 be placed on the consent agenda.**

Chairman Forkum moved to approve Item #4 (Minutes for NOV 2022 ), item #6 (Claims Dec 2022 and JAN 2023). Trustee Stowell the second. The trust was polled with the following results:

Chairman Forkum: Aye, Stowell: Aye, Williams: Aye, Morgan: Aye, Howe: Absent, Lillard: Aye, Estep: Aye.

Chairman Forkum declared the motion carried.

**Approve Minutes:** December 22

Moved to the consent agenda

**Approve Claims:** January 2023

Moved to the consent agenda

**Coleman Managing Director's Report:**

Danny Dillon gave an update on the Coleman Theatre. Dillon reported that the Christmas shows went well. Dillon also reported on several upcoming events.

**Tourism & Visitors Development Department Update:**

none

**Discussion of Grants for Downtown Redevelopment.**

None

**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

**Trustee Community Announcements**

none

**Adjournment**

Trustee Stowell made a motion to adjourn. Trustee Morgan made the second. The trust was polled with the following results:

Stowell: Aye, Morgan: Aye, Williams: Aye, Chairman Forkum: Aye, Howe: Absent, Lillard: Aye, Estep: Aye.

Chairman Forkum declared the meeting adjourned.

\_\_\_\_\_  
Trustee Lillard

\_\_\_\_\_  
Trustee Estep

\_\_\_\_\_  
Trustee Morgan

\_\_\_\_\_  
Trustee Howe

\_\_\_\_\_  
Trustee Stowell

\_\_\_\_\_  
Trustee Williams

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Chairman Forkum

Amanda Davis

**MDRA**  
**January 17, 2023**

VENDOR	DESCRIPTION		
LIVINGSTON PLUMBING LLC	CHANGED-OUT CIRCULATING PUMP		130.05
CHEMSEARCH	WATER TREATMENT		300.00
HE ELECTRIC LLC	INSTALLED 30 AMP 208 COLT CIRCUIT FOR HOT WATER TANK		425.00
CHARLIE B RARUCK	CONSULTING, SETTING & RUNNING SOUND		85.00
GOLDIE SNOW	SERVICE PERFORM AS STAGE HAND FOR ALEEP AT THE WHEEL		77.80
JUSTICE TAPIA	SERVICE PERFORM AS STAGE HAND FOR ALEEP AT THE WHEEL		105.00
AARON BISHOP	SERVICE PERFORM AS STAGE HAND FOR ALEEP AT THE WHEEL		105.00
HOMETOWN DEALS	JANUARY 2022 ISSUE		75.00
HUGO INDUSTRIAL	55 GAL TRASH BAGS, RISE AID, DISH SANITIZER		237.55
HUGO INDUSTRIAL	C FOLD TOWELS		177.68
HUGO INDUSTRIAL	TOILET TISSUE, MOP HEADS, WAXED LINERS		132.00
SOONER PRINTING	CONSESSION POSTER		60.00
KONE	ELEVATOR MAINTENANCE - PO # 23-01308		949.88
MIAMI LITTLE THEATER	PAYOUT FROM A BIG BAND CHRISTMAS - PO # 23-01321		3,021.25
TULSA PRAISE ORCHESTRA	PAYOUT FROM A BIG BAND CHRISTMAS - PO # 23-01322		1,087.50
FRIENDS OF THE GOLEMAN	FOG MERCHANDISE SALES DECEMBER - PO # 23-01323		261.00
			<u>6,018.64</u>
<b>CREDIT CARD CHARGES - 10.02.22 - 10.15.22</b>			
LOCKE	BATTERY		19.35
ONG	MDRA		49.80
FACEBOOK	SILENT MOVIE AD		25.00
			<u>94.15</u>
<b>CREDIT CARD CHARGES - 10.16.22 - 11.01.22</b>			
LOCKE	CONTACTORS		413.16
ACE HARDWARE	DOOR CLOSER		99.99
AT&T	CELL/PAD - OCTOBER		45.77
ONG	FINAL BILL		49.25
PARTY CITY	HALLOWEEN DECOR		119.80
FACEBOOK	ADS		50.00
FACEBOOK	ADS		75.00
FACEBOOK	ADS		51.95
SWANK MOTION PICTURES	WS DVD HOCUS POCUS		485.00
			<u>1,389.72</u>
CITY OF MIAMI	SALARY & BENEFITS - 12.15.22		<u>5,105.05</u>
		<b>GRAND TOTAL \$</b>	<b>13,187.56</b>

**MDRA**  
**February 21, 2023**

VENDOR	DESCRIPTION		
HOMETOWN DEALS	JANUARY 2023 ISSUE	\$	75.00
OKLA DEPT OF HEATH	FOOD LICENSE RENEWAL # 58-81532	\$	125.00
LOCKE SUPPLY CO	FITTING REDUCER & DIELETRIC UNION	\$	27.76
LOCKE SUPPLY CO	FULL PORT BALL VALVE	\$	70.33
BRAVO ART SOLUTIONS	BRAVO BASE - JANUARY 2023	\$	360.25
OKLA ROUTE 66 ASSOCIATION	ANNUAL BUSINESS MEMBERSHIP	\$	399.00
THE JOPLIN GLOBE	JOPLIN MAGAZINE	\$	429.00
FIRST NATIONAL BANK	POWER CABLE	\$	75.25
SOONER PRINTING	SIGNS FOR CONSESSION AREA	\$	60.00
LIVINGSTON PLUMBING	INSTALL HOT WATER TANK - PO # 23-01450	\$	520.20
LOCKE SUPPLY CO	HOT WATER HEATER - PO # 23-01544	\$	730.74
JOSEPH HALL	PAYOUT FOR ELVIS SHOW - PO # 23-01541	\$	9,303.00
BRAVO ART SOLUTIONS	BRAVO BASE - DECEMBER 2022 - PO # 23-01585	\$	575.85
FRIENDS OF THE COLEMAN	FOC MERCHANDISE SALES DECEMBER - PO # 23-01563	\$	210.00
		\$	<u>12,961.38</u>
<b>CREDIT CARD CHARGES - 11.02.22 - 11.15.22</b>			
SWANK MOTION PIC	DVD	\$	465.00
		\$	<u>465.00</u>
<b>CREDIT CARD CHARGES - 11.16.22 - 12.01.22</b>			
WAL-MART	SOAP	\$	5.97
LOCKE SUPPLY CO	WATER HEATER PAN	\$	11.94
LOCKE SUPPLY CO	HOT WATER HEATER	\$	1,977.94
WAL-MART	BATTERIES	\$	20.78
LOCKE SUPPLY CO	VENT CAP	\$	19.89
AT&T / FIRSTNET	IPADS/CELL PHONES	\$	45.68
FACEBOOK	ADS - ASLEEP AT THE WHEEL	\$	38.15
		\$	<u>2,120.35</u>
<b>PAID VIA AUTODRAFT</b>			
BEN E KEITH	CONSESSION STAND SUPPLIES	\$	457.42
AUTHORIZE.NET	CREDIT CARD FEES - DECEMBER	\$	75.15
AUTHORIZE.NET	CREDIT CARD FEES - JANUARY	\$	53.60
CITY OF MIAMI	SALARY & BENEFITS - 12.29.22	\$	4,492.68
CITY OF MIAMI	SALARY & BENEFITS - 1.12.23	\$	3,768.18
CITY OF MIAMI	SALARY & BENEFITS - 1.26.23	\$	4,409.83
CITY OF MIAMI	SALARY & BENEFITS - 2.9.23	\$	3,357.95
<b>GRAND TOTAL</b>		\$	<u><u>32,161.54</u></u>

## Terms and Conditions

1. Payment Terms Epic Charter School agrees to the following payment terms unless alternate payment terms are discussed and agreed upon between both parties above:
  - a. Deposit: Will be paid if requested and agreed to above.
  - b. Final Bill: The facility **must** submit a final invoice to Epic Charter School no later than 10 business days following the completion of the rental. *All invoices should be submitted via email to: kari.click@epiccharterschools.org*
2. Terms of Use:
  - a. Epic Charter School agrees to the following terms and conditions:
    - i. Epic Charter School shall only use the premises and personal property/resources to the extent described above unless they are granted permission for additional use by a facility representative.
    - ii. Epic Charter School shall comply with all Facility policies, rules, and regulations that are publicly displayed or delivered to Epic Charter School prior to the term of the Agreement.
    - iii. Epic Charter School agrees that they shall be responsible for the safety of all students of Epic Charter School (the "Students") and that all Students will be under the constant supervision and control of an Epic Charter School Employee.
    - iv. Epic Charter School Employees agree that all Epic Charter School Employees at the Facility have had thorough background checks and that they have completed all required training.
    - v. Epic Charter School agrees to provide a Certificate of Insurance showing that it carries general liability, medical, and property insurance in amounts sufficient to cover the risks and exposures resulting from its use of the premises pursuant to the terms of this Agreement.
    - vi. Epic Charter School agrees that they are responsible for any damage that occurs to the Facility due to the negligence, gross negligence, or willful misconduct of any staff member or Student.
  - b. The Facility agrees to the following terms and conditions:
    - i. The Facility agrees that it will provide the agreed upon Tables and Chairs for Epic Charter School to use during the rental of the facility.
    - ii. The Facility agrees to provide either keys, a door code, or personnel to grant entry into the building during the scheduled time of use.
    - iii. The Facility agrees to provide reasonable cleanings of the facility and a "go-to" staff person for all issues, problems, or concerns. (ie. plumbing issues, custodial need)
    - iv. The Facility agrees to provide custodial/staff to handle set up, tear down, and property access.
    - v. The facility agrees to provide **lockable** storage for testing equipment. This could be a large closet or an available lockable room. *This area will need to be available from March when the supplies are delivered until May when testing is complete and the supplies are picked up.*
  - c. Both Parties agree to the following terms and conditions:
    - i. Both Parties acknowledge and agree that the use and possession of weapons and firearms are forbidden on the Facility Premises during Epic Charter School's use of the Facility.
    - ii. Both Parties shall comply with all applicable municipal, county, state, and federal laws and regulations.
    - iii. The Parties are independent contractors and not joint venture partners or otherwise affiliated. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied to bind the other party in any respect whatsoever. There are no third-party beneficiaries of the Agreement.
    - iv. No waiver of any breach of this Agreement shall be deemed a waiver of any breach of this Agreement.
    - v. The rights and obligations of either Party to this Agreement may not be transferred or assigned without the prior written consent of the other Party.

Signed (Epic Charter School) \_\_\_\_\_ Date: \_\_\_\_\_

Signed (Facility Authorizer) \_\_\_\_\_ Date: \_\_\_\_\_

**Coleman Theatre FY22/23**

**JAN Revenue Report**

MDRA meeting 02/21/23

<u>Categories</u>	<u>Earnings</u>		<u>Earnings YTD</u> (01/31/23)	<u>Projected</u> <u>Revenue</u>	<u>Variance</u>	<u>% of</u> <u>Revenue</u>
	<u>JAN</u>					
Donations	\$ 477.30		\$ 16,867.95	\$ 20,000.00	\$ (3,132.05)	84%
Concessions	\$ 2,808.00		\$ 10,887.10	\$ 15,000.00	\$ (5,918.90)	73%
Theatre Revenue	\$ 4,615.44	**	\$ 85,274.59	\$100,000.00	\$ (14,725.41)	85%
Commercial Rental	\$ 625.00		\$ 7,112.50	\$ 14,520.00	\$ (7,407.50)	49%
Ballroom Rental	\$ 2,740.00		\$ 9,513.26	\$ 31,350.00	\$ (21,836.74)	30%
Theatre Rental	\$ 3,550.00		\$ 15,082.00	\$ 18,300.00	\$ (3,218.00)	82%
<b>TOTALS</b>	<b>\$14,815.74</b>		<b>\$121,089.56</b>	<b>\$199,170.00</b>	<b>\$78,080.44</b>	<b>61%</b>

\*\* Incode 01-13-23

\*\*\*INCODE 01-13-23