



NOTICE OF REGULAR MEETING AND AGENDA
OF THE MIAMI COMMUNITY FACILITIES AUTHORITY (MCFA)
WEDNESDAY, SEPTEMBER 13, 2023
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 3:20 AM/PM on September 12, 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:

- | | |
|--|-------------------|
| 1. Call to Order | Chairman Stafford |
| 2. Invocation | Trustees |
| 3. Pledge of Allegiance | Chairman Stafford |
| 4. Presentation and Discussion With Daktronics Sales Representative About Scoreboard and Scoreboard Equipment Options | Trustee Grover |
| 5. 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 |
| 6. *Action Item* Approve Claims: | Trustees |
| 7. *Action Item* Minutes: August 23, 2023 (Special) | Trustees |
| 8. *Action Item* Appoint MCFA Trust Vice Chairman | Trustees |
| 9. *Action Item* Appoint MCFA Trust Secretary/Treasurer | Trustees |
| 10. Monthly Financial Report | Jennifer Watts |
| 11. *Action Item* Video Board Operation Contract With NEO A&M College for Fiscal Year 2023-2024 | Trustees |



12. ***Discussion and Possible Action* on Creating the Access Control Policy to the Stadium Elevator and Suites** Trustees
13. ***Discussion and Possible Action* Regarding the Field Turf at the Stadium** Trustee Grover
14. ***Discussion and Possible Action Item* Updated Stadium Rental Application and Agreement** Trustees
15. **Discussion on Upcoming Football Season** Trustees
16. **Chairman and Trustee Community Announcements** Trustees
17. ***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
18. ***Action Item* 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.

**MCFA
PURCHASE ORDERS PRESENTED
9/13/2023**

VENDOR	DESCRIPTION	TOTAL
SODEXO INC & AFFILIATES	SUITE HOLDER LUNCHEON	\$ 700.04
ALLEN SIGN	SUITE SIGN - MODOC NATION	\$ 45.00
CREDIT CARD CHARGES - 8.2.23 - 8.15.23		
DISH NETWORK	SERVICE 1.10.23 - 8.9.23	\$ 537.94
DISH NETWORK	SERVICE 8.10.23 - 9.9.23	\$ 288.59
		<hr/>
TOTAL		\$ 1,571.57

THE MIAMI COMMUNITY FACILITIES AUTHORITY (MCFA) MET IN SPECIAL SESSION AUGUST 23, 2023, IN THE NEO A&M
CROSSLAND CENTER COMPLEX AT 11:00AM WITH THE FOLLOWING MEMBERS PRESENT:

Kyle Stafford, Chairman
Nick Highsmith, Trustee
Bless Parker, Trustee (Absent)
Mark Zordel, Trustee
Dustin Grover, Trustee
Brandon Fletcher, Trustee
Shannon Duhon, Trustee

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

Notice of special meeting of the Miami Community Facilities Authority, Miami, Oklahoma, called by Chairman Kyle Stafford was posted on Monday, August 21, 2023, at 9:30AM in the main lobby and the north outside entryway of the Miami Civic Center and the agenda was posted in the same manner at 10:35AM on August 22, 2023.

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 called the meeting to order at 11:04AM.

2. Invocation

Trustee Duhon gave the invocation.

3. Pledge of Allegiance

Chairman Stafford led the pledge of allegiance.

4. Oath of Office: Brandon Fletcher and Mark Zordel

City Clerk Melissa Moore administered the oath of office to Brandon Fletcher and Mark Zordel prior to the start of the meeting.

5. *Action Item* Ratify and Approve Claims:

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

Duhon, Aye Grover, Aye Fletcher, Aye Highsmith, Aye Zordel, Aye Stafford, Aye Parker, Absent

Chairman Stafford declared the motion approved.

6. *Action Item* Minutes: June 14, 2023 (Regular)

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

Highsmith, Aye Duhon, Aye Grover, Aye Fletcher, Abstain Zordel, Abstain Stafford, Aye Parker, Absent

Chairman Stafford declared the motion approved.

7. Monthly Financial Report

Jennifer watts provided a monthly report for the months of June and July. The suiteholders were invoiced in July for the suite leases and will be shown in the August financial report.

No action taken.

8. *Discussion and Possible Action* Regarding the Scoreboard and Scoreboard Equipment

Chairman Stafford explained that the scoreboard is not working, and Daktronics has been out several times this week to fix the problem. Chairman Stafford explained that all the staff are trained on Daktronics equipment and the other boards across campus are Daktronics. Declaring Daktronics, a sole source would allow the Trust to utilize any current equipment, and the staff would not need additional training. Chairman Stafford stated he also had a conversation with the City Attorney who agreed with this declaration if so desired.

Trustee Grover made a motion to declare Daktronics the sole source vendor. Trustee Zordel made the second. The Trust was polled with the following results:

Grover, Aye Zordel, Aye Highsmith, Aye Duhon, Aye Fletcher, Aye Stafford, Aye Parker, Absent

Chairman Stafford declared the motion approved.

9. *Action Item* Suite Lease Agreement With Modoc Nation

The Modoc Nation agreement in the packet that was signed by the Modoc Nation contained a scrivener's error and the actual cost of the full suite is ten thousand dollars (\$10,000.00) annually for five (5) years for a total of fifty thousand dollars (50,000.00).

Trustee Fletcher made a motion to approve the amended suite lease agreement with Modoc Nation for fifty thousand dollars and resubmit to the Modoc Nation for their signature. Trustee Highsmith made the second. The Trust was polled with the following results:

Fletcher, Aye Highsmith, Aye Grover, Aye Duhon, Aye Zordel, Aye Stafford, Aye Parker, Absent

Chairman Stafford declared the motion approved.

10. *Action Item* Suite Lease Agreement With Integris

Chairman Stafford explained that the suite lease agreement with Integris is a one (1) year agreement for the half suite that they previously shared with Oelke Construction.

Trustee Highsmith made a motion to approve the suite lease agreement with Integris. Trustee Grover made the second. The Trust was polled with the following results:

Highsmith, Aye Grover, Aye Zordel, Aye Stafford, Aye Fletcher, Aye Duhon, Aye Parker, Aye

Chairman Stafford declared the motion approved.

11. Discussion and Possible Action* on Rates and Renovation of the Suites for the New Contract Term

Most of the suite leases go through the 2024 football season. There will need to be a discussion in the future regarding the rates that the Trust wants to set on the new suite leases. The suiteholders have expressed interest in having more access to their suites throughout the year. The suiteholders have also expressed an interest in having the suites set up to provide more socializing. Chairman Stafford explained that J-M Farms & Crossland Construction have agreed to be the first suite to be renovated once they sign their new ten (10) year lease agreement. Instead of the level seating, the suites will contain ten (10) seats with high top tables. Further information and discussions are needed.

No action taken.

12. Action Item* Suite Lease Agreement Templates for Half Suite and Full Suite

Chairman Stafford explained that using the suite lease agreement templates would allow the Trust Manager to sign the agreement in between Trust meetings. The suite lease agreement templates presented are for both half and full suites, and for one (1) year, five (5), and ten (10) year terms.

Trustee Zordel made a motion to approve the suite lease agreement templates for half suite and full suite as presented. Trustee Fletcher made the second. The Trust was polled with the following results:

Zordel, Aye Fletcher, Aye Highsmith, Aye Grover, Aye Duhon, Aye Stafford, Aye Parker, Absent

Chairman Stafford declared the motion approved.

13. *Action Item* Updated Stadium Rental Application and Agreement

No action taken.

14. *Action Item* Award Stadium Access Control Project to Ts3 for MCFA RFQ 23-09; Give Related Signing and Payment Authority to the Trust Chairman or his Designee; Authorize the Trust Chairman or his Designee to Sign the Contract Contingent Upon Legal Approval

Brian Brassfield explained that requests for quotes were sent to three (3) companies: Ts3, Bolt, and Elite Systems. Ts3 was the lowest responder with a quote of forty thousand four hundred ten dollars and fifty-three cents (\$40,410.53) and met all the spec requirements. The quote included seven (7) cameras and sixteen (16) access code panels. There will be a monthly cloud storage fee of ten dollars (\$10.00) per camera (7) for a total of seventy dollars (\$70.00). All parts and labor are warranted for three (3) years. If awarded, the work would begin the week of September 4, 2023 and be completed by September 14, 2023. Chairman Stafford explained that this system would provide either key card, key fob, or Bluetooth access. Bluetooth access could only be provided by Ts3. This access will provide separation from the second and third levels of the building. The cameras start recording once access is activated. An access policy will need to be created by the Trust.

Trustee Grover made a motion to approve awarding the stadium access control project to Ts3 for MCFA RFQ 23-09; give related signing and payment authority to the Trust Chairman or his designee; authorize the Trust Chairman or his designee to sign the contract contingent upon legal approval. Trustee Highsmith made the second. The Trust was polled with the following results:

Grover, Aye Highsmith, Aye Duhon, Aye Fletcher, Aye Zordel, Aye Stafford, Aye Parker, Absent

Chairman Stafford declared the motion approved.

15. Discussion on Upcoming Football Season

Chairman Stafford welcomed everyone. The attendees ate lunch prepared by Sodexo, which highlighted this season's new suite menu items. Chairman Stafford introduced Drew Shemanske with Sodexo. Shemanske gave a brief overview of the menu and made sure to let the Suiteholders know that feedback is appreciated. The Miami High School and NEO A&M College football coaches and athletic directors discussed their upcoming seasons.

No action taken.

16. Chairman Remarks

Chairman Stafford thanked the suiteholders for attending and for continuing to be supporters of the complex. For the first time since the inception of the suites, they are completely leased out for the season. Chairman Stafford also introduced the Trustees of MCFA and announced that there will be more access given to the suiteholders once a policy is in place.

No action taken.

17. Discussion of 8-Man Football Game

There was no discussion.

No action taken.

18. *Action Item* Adjournment

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

Grover, Aye Duhon, Aye Highsmith, Aye Zordel, Aye Fletcher, Aye Stafford, Aye Parker, Aye

Chairman Stafford declared the meeting adjourned at 12:43PM.

Kyle Stafford, Chairman

Brandon Fletcher, Trustee

Bless Parker, Trustee

ATTEST:

Mark Zordel, Trustee

Dustin Grover, Trustee

Melissa Moore, City Clerk

Shannon Duhon, Trustee

Nick Highsmith, Trustee

**MCFA
PURCHASE ORDERS PRESENTED
AUGUST 9, 2023 FY 22/23**

VENDOR	DESCRIPTION	TOTAL
OFF-CYCLE CHECKS - JULY 2023		
TREY DAWSON	FEES FOR GAMEDAY VIDEOBOARD	\$ 300.00
SODEXO	8 MAN FOOTBALL GAME SUITES 100 PPL - 7.17.23	\$ 1,593.00
		TOTAL \$ 1,893.00

**MCFA
PURCHASE ORDERS PRESENTED
8/9/2023**

VENDOR	DESCRIPTION	TOTAL
OFF-CYCLE CHECK - JULY 2023		
DAKTRONICS	SERVICE AGREEMENT 7.1.23 - 6.30.24	\$ 10,755.00
		TOTAL \$ 10,755.00

MIAMI COMMUNITY FACILITIES AUTHORITY (MCFA)

FISCAL YEAR THRU AUGUST, 2023

	<u>Original Budget</u>	<u>MCFA Funds as of Current Period FY 23/24 Jul-Aug</u>
CARRYOVER BALANCE AS OF 7/1/23	\$ 382,722	\$ 382,722
REVENUES	\$ 96,800	\$ 100,755
TRANSFERS IN	\$ -	\$ -
Total Revenues	\$ 96,800	\$ 100,755
EXPENDITURES	\$ 75,559	\$ 10,755.00
TRANSFERS OUT	\$ -	\$ -
ENCUMBRANCES OUTSTANDING OR DEBT	\$ -	\$ -
RESERVES	\$ -	\$ -
Total Expenditures	\$ 75,559	\$ 10,755
Net Revenues/(Expenditures)	\$ 403,963	\$ 472,722
ENDING BALANCE	\$ 403,963	\$ 472,722

Revenues: (accured when inv is created)

- Suite Leases: \$20,000
- Facility Lease: \$55,000
- Advertising: \$25,400
- Concessions:
- Field Rental:
- Revenue/Other:
- Interest: \$355.36

Expenses:

- Banners:
- Field Turf:
- Commission:
- Video Board Operation:
- Replace Scrbd Panel:
- Scoreboard Maint: \$10,755
- Dish Network:
- MHS Booster Club:
- NEO Booster Club:
- Suite Expenses:

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

Outstanding Invoices:

- 4 State Football - \$914.64 from FY 19/20

	<u>MCFA Funds</u>	<u>Repair & Replacement (Turf, etc.)</u>
Beginning Bank Balance	\$ 72,722.00	\$ 310,000.00
Revenues	\$ 40,755.36	\$ 60,000.00
Expenses	\$ (10,755.00)	
Ending Bank Balance	\$ 103,637.00	\$ 370,000.00
Total Available Cash	\$ 473,637.00	of which \$102,190.87 is in a CD

Video Board Operation Contract

This contract between NEO A&M Jumbotron Team, d/b/a NEO A&M College, hence forth known as "Team" and MCFA will run from 07/01/2023 to 06/30/2024.

The Team will be created, maintained, and managed by the NEO A&M College.

The Team will have the exclusive rights to operate the video board at designated events during the time frame of this contract. Except as provided herein, any events where the video board is operated by someone other than Team will still result in the Team being paid the \$750 base charge for that event. This exclusive provision shall not apply to the video board being used by agreement between the parties hereto at special events sponsored by a MCFA partner, to wit: NEO A&M College, Miami Public Schools, or the City of Miami. An example of the forgoing, and not intended as a limitation, the exclusive provision herein contained would not apply to either the College or the M.P.S. using the video board at a graduation ceremony, if agreed by all parties.

All content for MHS must be emailed to the Team no later than the Tuesday at 4:00 pm prior to the Friday night game. All content for NEO must be emailed to the Team no later than 4:00 pm the Wednesday prior to the Saturday game. Any games scheduled on Thursday for either team will have a deadline of Monday at 4:00 pm prior to the event. Any content delivered or changed past the deadline will result in a \$100 late/change fee per change to be added for that week's game. The address that all content needs to be emailed to: jhdawso@neo.edu.

Fee Schedule: All prices are per event and per day:

Partner Events: Base Charge No live video - Static Ads only	\$300
Base Charge + 2 Cameras	\$750
Base Charge + 3 Cameras	\$850
Base Charge + 4 Cameras	\$950
Non Partner Events: Base Charge No live video-Static Ads only	\$400
Base Charge + 2 Cameras	\$900
Base Charge + 3 Cameras	\$1,000
Base Charge + 4 Cameras	\$1,150

Base 2 camera charge includes 2 cameras. For cameras on field level MCFA would have to choose Base 3 camera or Base 4 camera as they are the only packages that allow for field level cameras.

MHS and NEO must notify the Team how many cameras they would like per football game for the 2023/2024 season immediately upon execution so that the Team can hire & schedule employees accordingly.

Any non-partner events must email all video board content to the Team no later than 4 days prior to the event at 4 p.m. Any content provided after that will be charged a \$100 late/change fee. The address that all content needs to be emailed to: jhdawso@neo.edu.

The Team will submit an invoice for services to the City Clerk for the MCFA. All payments shall be made out to the NEO Foundation.

FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this contract that is due to any of the following causes, to the extent beyond its reasonable control: acts of God (including fire, flood, earthquake, storm, hurricane, epidemic, pandemic, quarantine or other natural catastrophes), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), riots, terrorist act(s), civil commotion or war, rebellion, revolution, insurrection, military or usurped power of confiscation, nationalization, government sanction, blockage, embargo, accident, breakdown of communication facilities, breakdown of web host, breakdown of internet or other essential utility service, governmental acts or omissions, changes in laws or regulations, labor dispute, strike, lockout, explosion, or any administrative actions or decisions by a governing body such as the NJCAA or OSSAA; 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.

Entered this _____ day of _____, 20____.

MCFA Trust Chairman Dr. Kyle Stafford

Date

PO Box 1288

Miami, OK 74355-1288

MCFA Mailing Address

mmoore@miamiokla.net

MCFA Email Address (City Clerk)

NEO A&M Authorized Signatory

Date

Team Email

Phone

Miami Community and Facilities Authority ("MCFA")
Red Robertson Field Rental Application and Agreement

Date of Application: _____

(This agreement is for standard single day events, such as football and soccer games, for which the stadium was constructed. Terms and conditions for other events will be subject to negotiation.)

Application is hereby submitted for per day rental of *Red Robertson Field* (hereinafter "Stadium") for the purpose of *(please describe the event in detail)*:

Event date(s): _____	Event date(s): _____
From (start time): _____ am/pm	From (start time): _____ am/pm
To (end time): _____ am/pm	To (end time): _____ am/pm
Estimated # Attendees: _____	Estimated # Attendees: _____
Will there be an admission fee?	Yes () No ()
Will the public be admitted?	Yes () No ()

List other event sponsors and amounts requested and sponsored:

Sponsor: _____ Level of Sponsorship: _____
Sponsor: _____ Level of Sponsorship: _____

No beer or alcohol is allowed within the stadium without a separate MFCA contract or Special Event Consumption Agreement. Please initial if Applicant seeks said agreement: _____

Number of Security Staff: _____ of those, number of CLEET certified: _____.

Describe proposed security you have planned for the event: _____

* * * * * SECTION BELOW TO BE COMPLETED INTERNALLY * * * * *

Suggested number of security staff: _____ of those, number of CLEET certified: _____

Police/Security Comments or Requirements: _____

Approved by the NEO Chief of Police: _____
Signature Date

Deposit and Basic Fee

The basic fee for the facility includes the following facilities, services, and equipment:

- Field
- Dressing Rooms
- Stadium Seating
- Restrooms
- Ticket Booth
- Scoreboard
- Field Lights

Tent rental is contracted and paid outside of this contract. However, setup must be approved and coordinated by event staff. See the administrative fee listed below.

Supplemental Usage Fees

In addition to the one-day basic fee(s), supplemental charges are required for the following services:

Event Staff	\$35 per hour per person (Number to be determined by the applicant and MCFA).
Clean Up	\$90 per hour.
Video Board	Available only through the entity which MCFA has contracted the exclusive right to provide video board services in the stadium. Video board services may be billed through this agreement.
Hospitality Suites & Concessions	Available only through the entity which MCFA has contracted the exclusive right to provide all concessions and food service in the stadium. Hospitality suites and concessions may be billed through this agreement.
Vacant Suite(s)	\$300 per suite (see above for food service).
Patio Area	\$500 (see above for food service).
Other	_____

Damage fees will be billed to your credit card if any damage occurs to the facility along with applicable service fees.

Estimated Statement/Admin Fee List (To be completed by MCFA Representative)

One Day Basic Fee (\$750)	\$
Event Staff (\$35 per person, per hour)	\$ (est _____ hrs)
Clean Up (\$90/hr)	\$ (est _____ hrs)
Video Board – Separate Contract (_____)	
Concessions – Separate Contract (_____)	
Vacant Suite(s) (\$300/suite)	\$
Patio Area(\$500)	\$
Tent Setup Admin Fee (\$35 per person, per hour)	\$ (est _____ hrs)
Other	\$
Initial Charge to Credit Card	\$
3% CC Service Fee	\$
Remaining Balance	\$
<i>(Remaining Balance could change based upon event staff hours used. Remaining Balance will be billed after the event has occurred.)</i>	

A formal statement of charges will be mailed after the event for the basic fee and supplemental charges. Full payment will be charged to your credit card. If the event goes over the estimated hours or the premises are not returned to their original condition, additional charges may be levied and reflected in the statement.

I, the undersigned Applicant, hereby agree to pay the fees outlined within this agreement and observe and enforce all rules and regulations of the MCFA governing the use of public property. I agree to protect, indemnify, and save harmless, the MCFA, the City of Miami, Oklahoma (City), the Miami Public Schools (MPS), the NEO A&M College and its Board of Regents (NEO), and the State of Oklahoma, and all of their public officials, officers, principals, agents, employees, independent contractors, and invitees from all claims of liability for all injury to property or persons, and/or death which shall occur to or upon the facilities as a result of Applicant’s use thereof. I further agree to carry a commercial general liability insurance policy to cover any property damage, personal injury and/or death in an amount not less than One Million Dollars (\$1,000,000) per occurrence naming MCFA, City, MPS, and NEO, as Additional Insureds. Evidence of such coverage shall be provided to the City of Miami City Clerk prior to the event. I further agree for my credit card to be charged for any additional services or damages, along with any applicable service fees.

Cancellation: No booking deposit, once paid, shall be refunded unless and except in the event the

MCFA shall require the event to be cancelled as a result of extraordinary circumstances beyond the control of MCFA or the Applicant, such as inclement weather, fire, flood and other acts of providence which are beyond the power of man to control.

Identification and Authorization: If the signatory purports to represent and act lawfully on behalf of an organization, then the Applicant must, at the time this agreement is signed, present and attach the following to this Agreement:

1. A copy of the organization's certificate of registration with the Oklahoma Secretary of State; AND
2. A copy of a signed power of attorney, or a corporate resolution, or other lawful evidence of the authority of the signatory to bind and obligate the organization to the terms of this agreement.

In the absence thereof, the signatory agrees to assume full personal responsibility and personal liability as the lawful Applicant described in, and party to, this Agreement.

Being of the age of majority, I understand and agree to all the provisions of this agreement and the *Red Robertson Field Rental Policy* provided below.

Name of Organization(s): _____

Applicant: _____ (printed): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____

Credit Card Information

Guarantor: _____ (printed): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____

For MCFA Use: Approved By: _____ Date: _____