



Chairman Dr. Kyle Stafford does hereby call a Special Meeting of the Miami Community Facilities Authority for Wednesday, June 24, 2026, at 5:15PM at the Miami Regional Airport Terminal Building at 2525 Rex Plott Drive, Miami, Oklahoma.

Melissa Moore
Melissa Moore, City Clerk

10:30 AM/PM, JUNE 22, 2026

NOTICE OF SPECIAL MEETING
OF THE MIAMI COMMUNITY FACILITIES AUTHORITY

WEDNESDAY, JUNE 24, 2026
5:15PM

MIAMI REGIONAL AIRPORT TERMINAL BUILDING
2525 Rex Plott Drive, Miami, Oklahoma 74354



**NOTICE OF SPECIAL MEETING AND AGENDA
OF THE MIAMI COMMUNITY FACILITIES AUTHORITY (MCFA)
WEDNESDAY, JUNE 24, 2026
5:15 PM
Miami Regional Airport Terminal Building
2525 Rex Plott Drive, 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 3:30 AM/PM on June 23, 2026, 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 | Chairman Stafford |
| 3. Pledge of Allegiance | Chairman Stafford |
| 4. Public Input and Unscheduled Personal Appearances | Chairman Stafford |
| <p>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 principles of the Oklahoma Open Meeting Act, Council 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 your Council Member, the Mayor 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: www.miamiokla.net.</p> | |
| 5. Discussion Items | |
| A. Discussion on the Financial Report | Trustees |
| 6. Discussion and Possible Action Items | |
| A. Discussion and Possible Action on the Claims List | Trustees |
| B. Discussion and Possible Action on the Minutes: February 25, 2026 (Regular Meeting) | Trustees |
| C. Discussion and Possible Action Regarding Joplin Crusaders Using the Multi-Sports Complex/Red Robertson Field | Sam Sturgis/
Chairman Stafford |
| D. Discussion and Possible Action on Fiscal Year 2026-2027 Budget | Jill Fitzgibbon |

- | | | |
|-----------|---|--------------------|
| E. | Discussion and Possible Action on the Annual Sales Agreement Between MCFA and NEO A&M College for Fiscal Year 2026-2027 | Trustees |
| F. | Discussion and Possible Action on the Annual Sales Agreement Between MCFA and Miami Public Schools for Fiscal Year 2026-2027 | Trustees |
| G. | Discussion and Possible Action on the Annual Sales Agreement Between MCFA and City of Miami for Fiscal Year 2026-2027 | Trustees |
| H. | Discussion and Possible Action on the Annual Stadium Access Agreement Between MCFA and Miami Public Schools for Fiscal Year 2026-2027 | Trustees |
| I. | Discussion and Possible Action on the Annual Stadium Access Agreement Between MCFA and NEO A&M College for Fiscal Year 2026-2027 | Trustees |
| J. | Discussion and Possible Action on the Annual Stadium Access Agreement Between MCFA and City of Miami for Fiscal Year 2026-2027 | Trustees |
| 7. | Trustee Community Announcements | Trustees |
| 8. | Trust Manager's Communications | Tyler Cline |
| 9. | 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 that those in attendance place all electronic devices on silent. Thank you.

Miami Community Facilities Authority (MCFA) Special Meeting

MEETING DATE: June 24, 2026

AGENDA TITLE: Discussion on the Financial Report

PRESENTER: Trustees

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
[MCFA FIN MAY.pdf](#)

MIAMI COMMUNITY FACILITES AUTHORITY (MCFA)

FISCAL YEAR THRU MAY 31ST , 2026

Original Budget
MCFE Funds as of
Current Period
FY 25/26
JUL-MAY

CARRYOVER BALANCE AS OF 7/1/25	\$	172,199	\$	172,199
REVENUES	\$	97,100	\$	187,539
TRANSFERS IN	\$	-	\$	-
Total Revenues	\$	97,100	\$	187,539
EXPENDITURES	\$	93,460	\$	63,577.64
TRANSFERS OUT	\$	-	\$	-
ENCUMBRANCES OUTSTANDING OR DEBT RESERVES	\$	-	\$	-
Total Expenditures	\$	93,460	\$	63,578
Net Revenues/(Expenditures)	\$	175,839	\$	296,160
ENDING BALANCE	\$	175,839	\$	296,160

** Outstanding Billed Revenues \$ 914.64

				Repair & Replacement (Turf, etc.)
Beginning Bank Balance	\$	31,084.60	\$	141,114.40
Revenues	\$	127,539.01	\$	60,000.00
Expenses	\$	(63,577.64)	\$	-
Ending Bank Balance	\$	95,960.61	\$	201,114.40
Total Available Cash	\$	95,960.61	\$	201,114.40

Revenues: Suite Leases: \$105,000.00 Facility Lease: \$55,000.00 Advertising: \$24,750.00 Concessions: \$1563.24 Revenue/Other: \$ Interest: \$ 1,225.77	Expenses: REPAIR/MAINT (#2008) Repairs: \$ PROFESSIONAL SERVICES (#3010) Turf Maint: \$ Video Board Operation: \$9050.00 Suite Renovations: \$ Sales Commissions: \$ 18,750.00 Scoreboard Pannels: \$ MAINT/SERV CONTRACTS (#3012) Scoreboard Maint: \$ Dish Network: \$2,149.05 TS3 -REMOTE ACCESS \$ SERVICE/CHARGES (#3020) NEO Booster Club: \$3,550.00 MHS Booster Club: \$5,324.00 NewsRecord & Postage \$4.83 Banners & Signs: \$ Equipment: \$ SUITE EXP (#3104) Suite Expenses: \$22,684.16 Other Equip (#4050) Scoreboard Renovation: \$ Felld Groomer: \$
	Outstanding Invoices: 4 State Football - \$914.64 from FY 19/20 (\$60,000 A YEAR SET ASIDE - REPAIR/REPLACEMENT)

\$ 297,075.01 of which \$109,294.89 was in a ARVEST CD 9.13.24 cashed out 9.23.25

Miami Community Facilities Authority (MCFA) Special Meeting

MEETING DATE: June 24, 2026

AGENDA TITLE: Discussion and Possible Action on the Claims List

PRESENTER: Trustees

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):

[6.24.26 MCFA.pdf](#)

**MCFA
PURCHASE ORDERS PRESENTED
DATE 6.24.26**

VENDOR	DESCRIPTION	TOTAL
DEPT OF PUBLIC UTILITIES	POSTAGE - APRIL	\$ 4.44
DEPT OF PUBLIC UTILITIES	POSTAGE - MAY	\$ 0.74
NEO DEVELOPMENT FOUNDATION	PARTIAL COMMISSION - PO #26-00402	\$ 625.00
		\$ 630.18
		TOTAL \$ 630.18

Miami Community Facilities Authority (MCFA) Special Meeting

MEETING DATE: June 24, 2026

AGENDA TITLE: Discussion and Possible Action on the Minutes: February 25, 2026 (Regular Meeting)

PRESENTER: Trustees

BACKGROUND:

STAFFS RECOMMENDATION:

Staff recommends approval if there are no changes that need to be made.

ATTACHMENT(S):

[02252026 MCFA Minutes.docx](#)

THE MIAMI COMMUNITY FACILITIES AUTHORITY (MCFA) MET IN REGULAR SESSION ON FEBRUARY 25, 2026, IN THE MIAMI CIVIC CENTER COUNCIL CHAMBERS AT 5:15PM WITH THE FOLLOWING MEMBERS PRESENT:

Kyle Stafford, Chairman
Shannon Duhon, Trustee
Bless Parker, Trustee
Mark Zordel, Trustee
Dustin Grover, Trustee
Brandon Fletcher, Trustee /Secretary/Treasurer (Absent)
Jill Douthit, Trustee (Absent)

Tyler Cline, Trust Manager
Misty Barnes, 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 2:30PM on February 24, 2026, pursuant to 25 O.S §311(9) (a) and (b).

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 5:15PM.

2. Invocation

Trustee Duhon gave the invocation.

3. Pledge of Allegiance

Chairman Stafford led the pledge of allegiance.

4. Public Input and Unscheduled Personal Appearances

None.

5. Discussion and Possible Action Items

A. Claims List

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

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

Chairman Stafford declared the motion approved.

B. Minutes: November 12, 2025 (Regular Meeting)

Trustee Parker made a motion to approve the minutes of the November 12, 2025, regular meeting. Trustee Zordel made the second. The Trust was polled with the following results:

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

Chairman Stafford declared the motion approved.

C. Regarding Center Suite Usage by Miami Public Schools During High School Soccer Games

Chairman Stafford explained that the Miami High School Booster Club is requesting to use the center suite during high school soccer games to increase sponsorship. The booster club also wants to bring in outside food which may not be allowed due to the agreement with Sodexo. The Trust expressed the importance of the school opening, closing, and managing the usage.

Trustee Grover made a motion to authorize Miami Public Schools to utilize the center suite during high school soccer games as long as Miami Public School personnel are present and maintain it just like the football games including the cleanup and use of Sodexo unless Sodexo refuses. Chairman Stafford made the second. The Trust was polled with the following results:

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

Chairman Stafford declared the motion approved.

D. Award the Relocation of the Steve Owens Statue at the Sports Complex/Red Robertson Field to Service Solutions Contingent Upon Funding

Brian Brassfield explained that Steve Owens would like the statue moved from the current location to be in the admission area closer and facing the front gate. Brassfield explained that Service Solutions provided a quote for nineteen thousand nine hundred and fifty dollars (\$19,950.00). Crossland Construction provided a quote for thirty-six thousand eight hundred dollars (\$36,800.00). This is contingent upon private funding; Chairman Stafford will follow up with the funder.

Trustee Parker made a motion to award the relocation project to Service Solutions contingent upon funding. Chairman Stafford made the second. The Trust was polled with the following results:

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

Chairman Stafford declared the motion approved.

6. Discussion Items

A Monthly Financial Report

The monthly financial report was provided in their packet. There was no discussion or action.

B. Review Street/Stadium Bond Revenues and Expenditures

Jill Fitzgibbon reviewed the history of the bond revenues and expenditures with the Trustees. There was no action taken.

7. 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)). This Agenda Item Could Include Possible Action Items

None.

8. Trustee Community Announcements

Miami Public Schools hired a new football coach, and the bond issue was passed by the voters.

9. Trust Manager's Communication

None.

10. *Action Item* Adjournment

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

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

Chairman Stafford declared the meeting adjourned at 5:44PM.

Kyle Stafford, Chairman

Brandon Fletcher, Treasurer/Secretary

Bless Parker, Trustee

ATTEST:

Mark Zordel, Vice Chairman

Dustin Grover, Trustee

Melissa Moore, City Clerk

Shannon Duhon, Trustee

Jill Douthit, Trustee

**MCFA
PURCHASE ORDERS PRESENTED
DATE 2.25.26**

VENDOR	DESCRIPTION	TOTAL
SODEXO	MCFA SUITE CATERING - PO #26-00751	\$ 944.00
SODEXO	MCFA SUITE CATERING - PO #26-00751	\$ 1,454.35
SODEXO	MCFA SUITE CATERING - PO #26-00751	\$ 2,281.83
		\$ 4,680.18
OFF-CYCLE CHECKS/DRAFTS		
DEPT OF PUBLIC UTILITIES	POSTAGE - OCTOBER	\$ 0.74
SODEXO	MCFA SUITE CATERING - PO #26-00430	\$ 1,955.85
SODEXO	MCFA SUITE CATERING - PO #26-00459	\$ 2,718.26
NEO DEVELOPMENT FOUNDATION	BASE CHARGE 2 CAMERAS - PO #26-00438	\$ 750.00
NEO DEVELOPMENT FOUNDATION	BASE CHARGE 2 CAMERAS - PO #26-00438	\$ 750.00
NEO DEVELOPMENT FOUNDATION	BASE CHARGE 2 CAMERAS - PO #26-00438	\$ 750.00
NEO DEVELOPMENT FOUNDATION	BASE CHARGE 2 CAMERAS - PO #26-00438	\$ 750.00
NEO DEVELOPMENT FOUNDATION	BASE CHARGE 2 CAMERAS - PO #26-00438	\$ 750.00
NEO DEVELOPMENT FOUNDATION	BASE CHARGE 2 CAMERAS - PO #26-00438	\$ 750.00
NEO ATHLETICS	BOOSTER PAYMENT - PO #26-00440	\$ 3,550.00
MHS FOOTBALL BOOSTER CLUB	BOOSTER PAYMENT - PO #26-00439	\$ 5,324.00
		\$ 18,048.85
CREDIT CARD CHARGES - 10.2.25 - 10.15.25		
DISH NETWORK	MONTHLY SERVICE 10.10.25 - 11.9.25	\$ 295.62
		\$ 295.62
CREDIT CARD CHARGES - 11.2.25 - 11.15.25		
DISH NETWORK	MONTHLY SERVICE 11.10.25 - 12.9.25	\$ 295.62
		\$ 295.62
CREDIT CARD CHARGES - 12.1.25 - 12.15.25		
DISH NETWORK	MONTHLY SERVICE 12.10.25 - 1.9.26	\$ 295.62
		\$ 295.62

CREDIT CARD CHARGES - 12.16.25 - 1.2.26

DISH NETWORK

MONTHLY SERVICE 1.10.26 - 2.9.26

\$ 295.62

\$ 295.62

TOTAL \$ 23,911.51

Miami Community Facilities Authority (MCFA) Special Meeting

MEETING DATE: June 24, 2026

AGENDA TITLE: Discussion and Possible Action Regarding Joplin Crusaders Using the Multi-Sports Complex/Red Robertson Field

PRESENTER: Sam Sturgis/
Chairman Stafford

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
[Joplin Crusaders.pdf](#)

Joplin Crusaders for 2026 football season

From Sam Sturgis <sam@imagesintile.com>

Date Wed 3/25/2026 2:29 PM

To Melissa Moore <MMoore@miamiokla.net>; Chuck McKibben <cmckibben@miamiokla.net>

Caution: this email originated from an EXTERNAL SOURCE. Do not click on links or open attachments unless you recognize the sender and know the contents are safe.

Dear Melissa Moore,

Thank you for taking the time to review this opportunity, and Chuck, I appreciate the introduction and your help connecting us.

I am the owner and head coach of the Joplin Crusaders football organization. We are entering our 29th season as a competitive spring football program in the Four-State area, and we are currently exploring the possibility of establishing a new long-term home for our team.

Since my family now resides in Baxter Springs, relocating our home games closer to this area makes great sense for our organization. We also have strong ties to the Miami region, as more than 22 of our players are Native American athletes from the Miami, Tulsa, and Muskogee areas. In addition, six tribal organizations currently support our program through sponsorships that help provide equipment and uniforms for our players.

Because of those connections, we would truly value the opportunity to play in a community like Miami that supports football at all levels.

Our league schedule typically includes five home games each spring, with additional opportunities to host playoff games and league All-Star events. These games bring visiting teams, fans, and staff into the community each weekend. I would welcome the opportunity to discuss the economic impact as well—particularly the “heads in beds” effect and the additional tax revenue generated from hotels, restaurants, and local businesses during our game weekends.

If this partnership moves forward, our intention would be to fully embrace the Miami community. We would even consider transitioning away from the “Joplin Crusaders” name and adopting something that better represents the area—such as the Miami Crusaders, NEO Crusaders, or another community-driven identity such as Tar Creek, Ottawa County, Mudville, etc. Ideally, we would involve the community in selecting the new name as part of that transition and still hold on to our Crusaders winning foundation.

I would appreciate the opportunity to visit with you further about using the Miami Multi-Purpose Sports Complex at Red Robertson Field as our home field. Please feel free to contact me at your convenience, as our season planning is underway.

Here is our current home game schedule for the 2026 CMFL Football Season.

- **April 11 – vs. Missouri Eagles**
- **April 18 – vs. Arkansas Warcats**
- **May 2 – vs. Kansas Diamondbacks**
- **May 30 – vs. Oklahoma Scrappers**
- **June 6 – vs. Grove Hawks**

There may also be potential playoff dates later in the season that are still to be determined.

For our games, we would need access to the following stadium amenities:

- **Scoreboard**
- **Restroom facilities**
- **Field pylons and chains with down marker**
- **At least one locker room or designated space for both teams' players to dress.**
- **Stadium lights for evening games**

We believe this could be a great partnership opportunity that brings additional visitors to the community while highlighting and supporting local facilities. We would be happy to discuss scheduling, rental terms, and any facility guidelines you may have.

Thank you again for your time and consideration.

Best regards,
Sam Sturgis
Owner & Head Coach
Joplin Crusaders
417-438-1234

Thank you,

Sam Sturgis
President
Images In Tile USA, Inc.
1520 W B Street
Joplin, MO 64801
sam@imagesintile.com
417.206.0252 office

417.438.1234 cell
417.206.0699 fax
www.imagesintile.com

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Miami Community Facilities Authority (MCFA) Special Meeting

MEETING DATE: June 24, 2026

AGENDA TITLE: Discussion and Possible Action on Fiscal Year 2026-2027 Budget

PRESENTER: Jill Fitzgibbon

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):

[MCFA Budget FY 26-27 pdf.pdf](#)

Fund 782 MCFA

Revenues		Proposed FY 26/27	Projected FY 27/28	Projected FY 28/29	Projected FY 29/30	Projected FY 30/31	Questions or Comments
782-000-387-0000	Prior Yr Reserves - Carryover	\$ 397,464	\$ 388,121	\$ 376,949	\$ 376,949	\$ 353,239	
782-000-387-2000	Other	\$ -	\$ -				Parking
782-000-387-2100	Suite Lease	\$ 15,000	\$ 15,000	\$ 5,000	\$ 5,000	\$ 5,000	Modoc \$10k, Oelke \$5k
782-000-387-2150	Facility Leases	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	MPS agreement thru '43
782-000-387-2200	Other Rentals	\$ -	\$ -	\$ -	\$ -	\$ -	
782-000-387-2250	Field Rental	\$ -	\$ -	\$ -	\$ -	\$ -	
782-000-387-2300	Advertising	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	Peoria \$0, Osborn \$4k, Family Dental \$4k, Lakeland \$3k, 2 open panels, Scoreboard & playclock panels; scoreboard video commercials; banners (if applicable)
782-000-387-2400	Concession	\$ 1,600	\$ 1,700	\$ 1,800	\$ 1,800	\$ 1,900	Sodexo Food Svc Comm
Actual Total Revenue		\$ 492,064	\$ 482,821	\$ 461,749	\$ 461,749	\$ 438,139	
ASSET - Repair & Replacement (Turf, etc)		\$ 180,000	\$ 240,000	\$ 300,000	\$ 300,000	\$ 360,000	
Total Revenue Available		\$ 312,064	\$ 242,821	\$ 161,749	\$ 161,749	\$ 78,139	

Expenses		Proposed FY 26/27	Projected FY 27/28	Projected FY 28/29	Projected FY 29/30	Projected FY 30/31	Questions or Comments
782-462-461-2008	Repair/Maint Supplies	\$ 4,500	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	
782-462-461-3010	Professional Services	\$ 45,200	\$ 45,200	\$ 47,400	\$ 47,400	\$ 47,400	2 field cleanings & GMAX (\$5.5k, \$700); scrbd broadcasting (\$14k); sales com (\$25k); replace panels \$0; suite reno \$0; banners \$0
782-462-461-3012	Maint/Svc Contracts	\$ 15,300	\$ 16,460	\$ 16,460	\$ 16,460	\$ 16,460	TS3 suite security cameras (\$900), Dish (\$2.4k), Daktronics maint (\$12k)?
782-462-461-3020	Misc Svcs & Chrgs	\$ 9,543	\$ 8,412	\$ 7,450	\$ 7,450	\$ 6,632	Booster clubs - MHS (\$4,526) & NEO A&M (\$3,017); misc (\$2k)
782-462-461-3104	Suite	\$ 29,400	\$ 30,800	\$ 32,200	\$ 32,200	\$ 33,600	Sodexo suite food service ('25 season = \$2,011.88/game)
782-462-461-4010	Cap Outlay Buildings	\$ -	\$ -	\$ -	\$ -	\$ -	
782-462-461-4020	Capital Outlay Imprv Not Bldgs	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Expenses		\$ 103,943	\$ 105,872	\$ 108,510	\$ 108,510	\$ 109,092	

Est Year-End Remaining Balance (less ASSET)	\$ 208,121	\$ 136,949	\$ 53,239	\$ 53,239	\$ (30,953)	This number will change based upon what is carried over each year. If negative, the MCFA is eating into it carryover.
ASSET - Repair & Replacement (Turf, etc)	\$ 180,000	\$ 240,000	\$ 300,000	\$ 300,000	\$ 360,000	The R&R amt is not budgeted and can be used if exp exceed rev.
Actual Est Year-End Balance	\$ 388,121	\$ 376,949	\$ 353,239	\$ 353,239	\$ 329,047	

Miami Community Facilities Authority (MCFA) Special Meeting

MEETING DATE: June 24, 2026

AGENDA TITLE: Discussion and Possible Action on the Annual Sales Agreement Between MCFA and NEO A&M College for Fiscal Year 2026-2027

PRESENTER: Trustees

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):

[1 - Sales Agreement - NEO A&M FY 26-27.doc](#)

SALES AGREEMENT

This non-exclusive Sales Agreement ("Agreement") is made and entered into this ___ day of _____, 20___ (the "Effective Date"), by and between Miami Community Facilities Authority ("MCFA") with a mailing address and principal place of business at PO Box 1288, 129 5th Ave NW, Miami, OK 74355-1288, and Northeastern Oklahoma A&M College ("NEO") with a principal place of business at 200 I Street NE, Miami, OK 74354 (collectively, the "Parties").

1. **Advertisements to Be Sold**

NEO agrees to sell the following types of advertisements for MCFA at MCFA'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.

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. **Payment**

NEO will charge the MCFA and MCFA agrees to pay a Commission fee of 25% of the total price per advertisement(s) sold by NEO to the NEO's institutional foundation (the "NEO Foundation"). In consideration for the services to be performed by NEO and NEO providing MCFA with a detailed invoice, MCFA agrees to pay NEO's institutional foundation within 45 days (Net 45) of payment being collected by MCFA from each advertiser.

The parties also agree that if a "Stadium Suite" is sold by NEO, it 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.

3. **Fees and Expenses**

Expenses vary depending on how many leads NEO explores. NEO 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 NEO hires to work under this Agreement.

4. **Termination of the Agreement**

Either party may terminate this agreement at any time for any reason upon thirty (30) days written notice to the other party.

5. **MCFA Approval**

NEO will have all video advertisements created and approved by MCFA prior to publishing ads. The parties agree to operate in good faith regarding compliance with MCFA's Advertising Policies and Procedures. NEO hereby acknowledges receipt of the most recent version of said Advertising Policies and Procedures attached hereto and incorporated herein by reference as Addendum A. MCFA will

promptly notify NEO of any changes thereto.

6. Confidentiality

NEO acknowledges that it will be necessary for MCFA to disclose certain confidential and proprietary information to NEO in order for NEO to perform duties under this Agreement. NEO acknowledges that disclosure to a third party or misuse of this proprietary or confidential information could harm MCFA. The parties acknowledge that MCFA will disclose certain confidential and proprietary information to NEO in order for NEO to perform according to this Agreement. NEO hereby agrees to act reasonably and in good faith to protect the confidentiality and proprietary information of MCFA in performing its obligations according to this Agreement.

NEO will not disclose, either during or after the term of this Agreement, any proprietary or confidential information of MCFA without MCFA's prior written permission except as required by law or to the minimum extent necessary to perform services on MCFA's behalf.

Proprietary or confidential information includes:

- Any materials regardless of form furnished by MCFA for NEO to use, any information stamped "confidential," "proprietary," or with a similar legend, or any information that MCFA makes reasonable efforts to maintain secret.
- Business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information.
- Information belonging to customers, suppliers and other advertisers of MCFA.

Upon termination of NEO's services to MCFA, or at MCFA's request, NEO shall deliver to MCFA all materials in NEO's possession relating to MCFA's business. NEO expressly acknowledges and agrees that responsibilities to act with reasonable diligence to maintain confidentiality of any confidential or proprietary information obtained by NEO according to this Agreement will remain following the end of this Agreement.

7. Term of Agreement

Upon signature, the effective date of this Agreement shall begin, and shall terminate as of June 30, 20__ at 11:59 p.m. unless either party terminates the Agreement as provided herein in paragraph 4.

8. Independent Contractor Status

NEO is an independent contractor. NEO shall be responsible for determining the location, method, details and means of performing its services under this Agreement. Nothing in this Agreement creates any joint venture, employer-employee or agency relationship. NEO agrees not to represent or bind the MCFA to any third party that any of the aforementioned relationships exist. Any rights afforded to employees of the MCFA such as fringe benefits are not available to NEO by reason of this Agreement.

9. Limitation of Liability

NEO shall not be liable for any incidental, consequential, indirect, or special damages, or for any loss of profits or business interruptions caused or alleged to have been caused by the performance or nonperformance of the Services.

10. No Guarantee

NEO does not warrant or guarantee any specific level of performance or results. Example of results obtained for other clients of NEO may be used as a marketing tool and shown to clients for demonstrative purposes only and should not be construed by MCFA as indicating any promised results or level of results.

11. Waiver of Conflict of Interest

The parties acknowledge that NEO's President, _____, is a member of MCFA's Board and hereby waive any conflict that may exist with regard to his service as both President of NEO and a member of MCFA's Board with regard to the services covered by this Agreement.

12. Miscellaneous

A. Exclusive Agreement

This Agreement constitutes the sole agreement between the parties and supersedes all oral negotiations and prior writings with respect to the services. Any subsequent changes to the term of this Agreement may be amended or waived only with the written consent of the MCFA.

B. Notices

All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight delivery or sent by email or fax, or forty-eight hours after being sent by mail as certified or registered with postage prepaid, addressed to the party to be notified at such party's address or email as set forth on the signature page.

C. Choice of Law / Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of The State of Oklahoma. The prevailing party in any proceeding to resolve a dispute pertaining to matters covered under this Agreement shall be entitled to receive reasonable fees by the opposing party.

D. Venue

The parties agree that the District Court of Ottawa County, State of Oklahoma is the proper venue for any legal action brought pursuant to this agreement.

SIGNATURES

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

NEO A&M College "NEO":
200 I St NE,
Miami, OK 74354

Printed Name of Representative

Printed Name of Representative

Signature

Signature

Date signed

Date signed

Email of the Representative

Email of the Representative

Miami Community Facilities Authority (MCFA) Special Meeting

MEETING DATE: June 24, 2026

AGENDA TITLE: Discussion and Possible Action on the Annual Sales Agreement Between MCFA and Miami Public Schools for Fiscal Year 2026-2027

PRESENTER: Trustees

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):

[1 - Sales Agreement - Miami Public Schools FY 26-27.doc](#)

SALES AGREEMENT

This non-exclusive Sales Agreement ("Agreement") is made and entered into this ____ day of _____, 20__ (the "Effective Date"), by and between Miami Community Facilities Authority ("MCFA") with a mailing address and principal place of business at PO Box 1288, 129 5th Ave NW, Miami OK 74355-1288, and Miami Public Schools ("MPS") with a principal place of business at 26 North Main St., Miami, OK 74354 (collectively, the "Parties").

1. **Advertisements to Be Sold**

MPS agrees to sell the following types of advertisements for MCFA at MCFA'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.

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. **Payment**

MPS will charge the MCFA and MCFA agrees to pay a Commission fee of 25% of the total price per advertisement(s) sold by MPS directly to MPS. In consideration for the services to be performed by MPS and MPS providing MCFA with a detailed invoice, MCFA agrees to pay MPS within 45 days (Net 45) of payment being collected by MCFA from each advertiser.

The parties also agree that if a "Stadium Suite" is sold by MPS, it 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.

3. **Fees and Expenses**

Expenses vary depending on how many leads MPS explores. MPS 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 MPS hires to work under this Agreement.

4. **Termination of the Agreement**

Either party may terminate this agreement at any time for any reason upon thirty (30) days written notice to the other party.

5. **MCFA Approval**

MPS will have all video advertisements created and approved by MCFA prior to publishing ads. The parties agree to operate in good faith regarding compliance with MCFA's Advertising Policies and Procedures. NEO hereby acknowledges receipt of the most recent version of said Advertising Policies and Procedures attached hereto and incorporated herein by reference as Addendum A. MCFA will promptly notify MPS of any changes thereto.

6. Confidentiality

CONSIDER USING THE FOLLOWING LANGUAGE: The parties acknowledge that MCFA will disclose certain confidential and proprietary information to NEO in order for NEO to perform according to this Agreement. NEO hereby agrees to act reasonably and in good faith to protect the confidentiality and proprietary information of MCFA in performing its obligations according to this Agreement.

MPS will not disclose, either during or after the term of this Agreement, any proprietary or confidential information of MCFA without MCFA's prior written permission except as required by law or to the minimum extent necessary to perform services on MCFA's behalf.

Proprietary or confidential information includes:

- Any materials regardless of form furnished by MCFA for MPS to use, any information stamped "confidential," "proprietary," or with a similar legend, or any information that MCFA makes reasonable efforts to maintain secret.
- Business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information;
- Information belonging to customers, suppliers and other advertisers of MCFA.

Upon termination of MPS's services to MCFA, or at MCFA's request, MPS shall deliver to MCFA all materials in MPS's possession relating to MCFA's business. NEO expressly acknowledges and agrees that responsibilities to act with reasonable diligence to maintain confidentiality of any confidential or proprietary information obtained by NEO according to this Agreement will remain following the end of this Agreement.

7. Term of Agreement

The effective date of this Agreement shall be as of the date signed and shall terminate as of June 30, 20__, at 11:59 p.m. unless either party terminates the Agreement as provided herein in paragraph 4.

8. Independent Contractor Status

MPS is an independent contractor. MPS shall be responsible for determining the location, method, details and means of performing its services under this Agreement. Nothing in this Agreement creates any joint venture, employer-employee or agency relationship. MPS agrees not to represent or bind the MCFA to any third party that any of the aforementioned relationships exist. Any rights afforded to employees of the MCFA such as fringe benefits are not available to MPS by reason of this Agreement.

9. Limitation of Liability

MPS shall not be liable for any incidental, consequential, indirect, or special damages, or for any loss of profits or business interruptions caused or alleged to have been caused by the performance or nonperformance of the Services.

10. No Guarantee

MPS does not warrant or guarantee any specific level of performance or results. Examples of results obtained for other clients of MPS may be used as a marketing tool and shown to clients for demonstrative purposes only and should not be construed by MCFA as indicating any promised results or level of results.

11. **Waiver of Conflict of Interest**

The parties acknowledge that MPS's Superintendent, _____, is a member of MCFA's Board and hereby waive any conflict that may exist with regard to his service as both Superintendent of MPS and a member of MCFA's Board with regard to the services covered by this Agreement.

12. **Miscellaneous**

A. **Exclusive Agreement**

This Agreement constitutes the sole agreement between the parties and supersedes all oral negotiations and prior writings with respect to the services. Any subsequent changes to the term of this Agreement may be amended or waived only with the written consent of the MCFA.

B. **Notices**

All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight delivery or sent by email or fax, or forty-eight hours after being sent by mail as certified or registered with postage prepaid, addressed to the party to be notified at such party's address or email as set forth on the signature page.

C. **Choice of Law / Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of The State of Oklahoma. The prevailing party in any proceeding to resolve a dispute pertaining to matters covered under this Agreement shall be entitled to receive reasonable fees by the opposing party.

D. **Venue**

The parties agree that the District Court of Ottawa County, State of Oklahoma is the proper venue for any legal action brought pursuant to this agreement.

SIGNATURES

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

Miami Public Schools "MPS":
6011 6th Ave NW,
Miami, OK 74354

Printed Name of Representative

Printed Name of Representative

Signature

Signature

Date signed

Date signed

Email of the Representative

Email of the Representative

Miami Community Facilities Authority (MCFA) Special Meeting

MEETING DATE: June 24, 2026

AGENDA TITLE: Discussion and Possible Action on the Annual Sales Agreement Between MCFA and City of Miami for Fiscal Year 2026-2027

PRESENTER: Trustees

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):

[1 - Sales Agreement - City of Miami FY 26-27.doc](#)

SALES AGREEMENT

This non-exclusive Sales Agreement ("Agreement") is made and entered into this ___ day of _____, 20___ (the "Effective Date"), by and between Miami Community Facilities Authority ("MCFA") 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 ("City") 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**

NEO agrees to sell the following types of advertisements for MCFA at MCFA'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.

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. **Payment**

NEO will charge the MCFA and MCFA agrees to pay a Commission fee of 25% of the total price per advertisement(s) sold by NEO to the NEO's institutional foundation (the "NEO Foundation"). In consideration for the services to be performed by NEO and NEO providing MCFA with a detailed invoice, MCFA agrees to pay NEO's institutional foundation within 45 days (Net 45) of payment being collected by MCFA from each advertiser.

The parties also agree that if a "Stadium Suite" is sold by NEO, it 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.

3. **Fees and Expenses**

Expenses vary depending on how many leads NEO explores. NEO 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 NEO hires to work under this Agreement.

4. **Termination of the Agreement**

Either party may terminate this agreement at any time for any reason upon thirty (30) days written notice to the other party.

5. **MCFA Approval**

NEO will have all video advertisements created and approved by MCFA prior to publishing ads. The parties agree to operate in good faith regarding compliance with MCFA's Advertising Policies and Procedures. NEO hereby acknowledges receipt of the most recent version of said Advertising Policies and Procedures attached hereto and incorporated herein by reference as Addendum A. MCFA will

promptly notify NEO of any changes thereto.

6. **Confidentiality**

The parties acknowledge that MCFA will disclose certain confidential and proprietary information to NEO in order for NEO to perform according to this Agreement. NEO hereby agrees to act reasonably and in good faith to protect the confidentiality and proprietary information of MCFA in performing its obligations according to this Agreement.

NEO will not disclose, either during or after the term of this Agreement, any proprietary or confidential information of MCFA without MCFA's prior written permission except as required by law or to the minimum extent necessary to perform services on MCFA's behalf.

Proprietary or confidential information includes:

- Any materials regardless of form furnished by MCFA for NEO to use, any information stamped "confidential," "proprietary," or with a similar legend, or any information that MCFA makes reasonable efforts to maintain secret.
- Business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information.
- Information belonging to customers, suppliers and other advertisers of MCFA.

Upon termination of NEO's services to MCFA, or at MCFA's request, NEO shall deliver to MCFA all materials in NEO's possession relating to MCFA's business. NEO expressly acknowledges and agrees that responsibilities to act with reasonable diligence to maintain confidentiality of any confidential or proprietary information obtained by NEO according to this Agreement will remain following the end of this Agreement.

7. **Term of Agreement**

Upon signature, the effective date of this Agreement shall begin, and shall terminate as of June 30, 20__ at 11:59 p.m. unless either party terminates the Agreement as provided herein in paragraph 4.

8. **Independent Contractor Status**

NEO is an independent contractor. NEO shall be responsible for determining the location, method, details and means of performing its services under this Agreement. Nothing in this Agreement creates any joint venture, employer-employee or agency relationship. NEO agrees not to represent or bind the MCFA to any third party that any of the aforementioned relationships exist. Any rights afforded to employees of the MCFA such as fringe benefits are not available to NEO by reason of this Agreement.

9. **Limitation of Liability**

NEO shall not be liable for any incidental, consequential, indirect, or special damages, or for any loss of profits or business interruptions caused or alleged to have been caused by the performance or nonperformance of the Services.

10. **No Guarantee**

NEO does not warrant or guarantee any specific level of performance or results. Example of results obtained for other clients of NEO may be used as a marketing tool and shown to clients for demonstrative purposes only and should not be construed by MCFA as indicating any promised results

or level of results.

11. Waiver of Conflict of Interest

The parties acknowledge that City’s Manager, _____, is the Trust Manager for the MCFA and hereby waive any conflict that may exist with regard to his service as both President of NEO and a member of MCFA's Board with regard to the services covered by this Agreement.

12. Miscellaneous

A. Exclusive Agreement

This Agreement constitutes the sole agreement between the parties and supersedes all oral negotiations and prior writings with respect to the services. Any subsequent changes to the term of this Agreement may be amended or waived only with the written consent of the MCFA.

B. Notices

All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight delivery or sent by email or fax, or forty-eight hours after being sent by mail as certified or registered with postage prepaid, addressed to the party to be notified at such party's address or email as set forth on the signature page.

C. Choice of Law / Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of The State of Oklahoma. The prevailing party in any proceeding to resolve a dispute pertaining to matters covered under this Agreement shall be entitled to receive reasonable fees by the opposing party.

D. Venue

The parties agree that the District Court of Ottawa County, State of Oklahoma is the proper venue for any legal action brought pursuant to this agreement.

SIGNATURES

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

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

Printed Name of Representative

Printed Name of Representative

Signature

Signature

Date signed

Date signed

Email of the Representative

Email of the Representative

Miami Community Facilities Authority (MCFA) Special Meeting

MEETING DATE: June 24, 2026

AGENDA TITLE: Discussion and Possible Action on the Annual Stadium Access Agreement Between MCFA and Miami Public Schools for Fiscal Year 2026-2027

PRESENTER: Trustees

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):

[1 - Stadium Access Agreement Miami Public School District 23 FY 26-27.doc](#)

AGREEMENT

This Agreement is entered into this _____ day of _____, 20____, by and between THE INDEPENDENT SCHOOL DISTRICT NO. 23, MIAMI, OKLAHOMA (hereinafter "School District") and the MIAMI COMMUNITY FACILITIES AUTHORITY, a public trust authority, (hereinafter "MCFA").

1. **Grant of Access.** MCFA hereby grants School District and to its employees, students, guests and invitees, the right, privilege and permission to enter upon the facility provisionally named the Red Robertson Stadium and Event Center Complex, and further described in Exhibit A hereto, (hereinafter "Stadium") and to make use of the facilities and improvements located thereon. School District shall have the use of the Center Suite during School District events on the same terms and conditions that NEO and City of Miami have access to the Center Suite during their respective events and School District generally shall have the use of unleased suite capacity and leased but unused suite capacity at all events on the same terms and conditions that the MCFA affords to NEO and the City of Miami. The parties mutually agree that their use of the Stadium will be on a first-come, first-served basis. The parties further agree to negotiate in good faith each with the other regarding scheduling and use of the Stadium. The MCFA and the School District shall each designate a representative to provide supervision of event/operations and such representative shall be on duty at the Stadium during each scheduled event. The representatives for MCFA and the School District agree to communicate in order to make all necessary arrangements for use of the Stadium at least two (2) days prior to each of the School District's scheduled events. Keys to the Stadium facilities shall be provided to the School District's designated representative for the term of this agreement.

2. **Term.** The term of this Agreement shall run from the date of this Agreement through the 30th day of June, 20____. The School District shall have the right to renew the Agreement on a fiscal year to fiscal year basis (each a "Renewal Term" through June 30, 2043. Continuation of this Agreement beyond June 30, 2043, is subject to the mutual agreement of the parties as evidenced by a written agreement signed by both parties.

3. **Use.** The School District agrees to use the Stadium exclusively in connection with school district extracurricular activities. The School District may not sublease or otherwise assign its rights under this agreement, in whole or in part, without the prior written consent of MCFA.

4. **Sublease and/or assignment.** The parties acknowledge and agree that MCFA's physical control and occupancy of the Stadium is subject to a Ground Lease Agreement executed by and between the MCFA and the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges. Both parties acknowledge and agree that each has read and reviewed a fully executed copy of the aforementioned Ground Lease Agreement, and each party acknowledges and agrees that MCFA's authority to enter into this Agreement is subject to the terms and conditions of the aforementioned Ground Lease Agreement.

5. **Stadium Maintenance and Operations.** The MCFA has entered or shall enter into an agreement with the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges which shall provide for the operation and maintenance of the Stadium complex including the cost of utilities and routine maintenance. The MCFA retains all of the rights for all advertising, marketing and promotions at the Stadium. The MCFA also has approved a "Red Robertson Field Maintenance and Event Preparation

Manual”, which may be amended from time to time by the MCFA, and the terms and conditions of which are incorporated into this agreement by reference. School District agrees to provide staffing and supervision of the Stadium during its periods of use, to designate an “event manager” for each and every incident of usage of the facility, and to provide the identity and contact information regarding the “event manager” to the MCFA in writing and in advance of each such incident of usage. School District agrees to bear the expense for such staffing, including, but not limited to, concessions (but see last sentence of this paragraph), security, clock operations, chain and marker crews, referees, ticket booth operators and cleanup crew. The parties agree that MCFA has entered into an exclusive agreement(s) for the operation of Stadium concessions with an outside contractor; the role of MPS Booster Clubs and student organizations with regard to concessions at the Red Robertson event center shall be exclusively implemented in accordance with the exclusive concession agreement.

6. **Revenues.** The School District shall retain the revenue generated from each of its events, including concessions (except to the extent MCFA contracts for concessions), and is responsible for all expenses associated with same.

7. **Consideration.** Lease periods for purposes of consideration are defined as fiscal years beginning on July 1st and ending on the following June 30th. Annual payments are due in full by July 31st of each fiscal year. If this Agreement is properly terminated by either party during the Initial Term or any Renewal Term, MCFA shall refund, on a pro rata basis based upon the number of events reflected for that year, any portion of the annual payment which is unearned on the effective date of such termination. The following rate schedule shall apply during the term of this Agreement:

Y1	2013-2014 fiscal year:	\$ 25,000.00

Y2	2014-2015 fiscal year:	\$ 35,000.00

Y3	2015-2016 fiscal year:	\$ 40,000.00

Y4	2016-2017 fiscal year:	\$ 45,000.00

Y5	2017-2018 fiscal year:	\$ 50,000.00
Y6	2018-2019 fiscal year:	\$ 50,000.00
Y7	2019-2020 fiscal year:	\$ 50,000.00
Y8	2020-2021 fiscal year:	\$ 50,000.00
Y9	2021-2022 fiscal year:	\$ 50,000.00
Y10	2022-2023 fiscal year:	\$ 50,000.00

Y11	2023-2024 fiscal year:	\$ 55,000.00
Y12	2024-2025 fiscal year:	\$ 55,000.00
Y13	2025-2026 fiscal year:	\$ 55,000.00
Y14	2026-2027 fiscal year:	\$ 55,000.00
Y15	2027-2028 fiscal year:	\$ 55,000.00
Y16	2028-2029 fiscal year:	\$ 55,000.00
Y17	2029-2030 fiscal year:	\$ 55,000.00
Y18	2030-2031 fiscal year:	\$ 55,000.00
Y19	2031-2032 fiscal year:	\$ 55,000.00
Y20	2032-2033 fiscal year:	\$ 55,000.00

Y21	2033-2034 fiscal year:	\$ 60,000.00
Y22	2034-2035 fiscal year:	\$ 60,000.00
Y23	2035-2036 fiscal year:	\$ 60,000.00
Y24	2036-2037 fiscal year:	\$ 60,000.00
Y25	2037-2038 fiscal year:	\$ 60,000.00
Y26	2038-2039 fiscal year:	\$ 60,000.00
Y27	2039-2040 fiscal year:	\$ 60,000.00
Y28	2040-2041 fiscal year:	\$ 60,000.00
Y29	2041-2042 fiscal year:	\$ 60,000.00
Y30	2042-2043 fiscal year:	\$ 60,000.00

8. **Non-Exclusive Use.** The parties agree that the School District’s use of the Stadium shall not be exclusive. The MCFA and School District acknowledge and agree that the Stadium will be marketed, scheduled and utilized by the MCFA for other events including, but not limited to, NEO A&M College events and other community events and private bookings. All conflicts in proposed scheduling will be conclusively resolved by the vote of the MCFA Board of Trustees, whose decision(s) in such matters shall be deemed final.

9. **Insurance and Indemnity.** The School District agrees to maintain liability insurance in reasonable amounts insuring against damage to property or personal injury, including death. The School District shall cause MCFA to be named as an additional insured party. To the extent permitted by Oklahoma law, the School District agrees, in addition to providing insurance coverage, and not in lieu thereof, to indemnify, defend and hold the MCFA harmless from any liability for any action of commission or omission of the School District, and its employees, agents, students, guests and invitees.
10. **Force Majeure.** Neither party is liable for failure to perform an obligation under this Agreement if such failure is a result of Acts of God (including fire, flood, earthquake, storm, hurricane, pandemic or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, utility or telephone service. If such event(s) result in substantial damage to the Stadium, then either MCFA or School District may elect to terminate this agreement without further or other obligation to the other.
11. **Flood.** Both parties acknowledge that the Stadium site has been subjected to repetitive flooding. Further both parties understand and agree that present or future flood mitigation ordinances, state or federal statutes, state or federal regulations, or flood insurance requirements may, in the future, substantially impair the intended use of the Stadium and/or any substantial improvements to the Stadium. In such event, either MCFA or School District may elect to terminate this agreement without further or other obligation to the other.
12. **Agreement to accept use of Stadium “as-is”.** Both parties acknowledge and agree that the MCFA, the Miami Special Utility Authority, the City of Miami, Oklahoma, and the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges are engaged in large-scale efforts to renovate the Stadium complex. Both parties agree that they have reviewed proposed plans for such improvements provided to date, but each acknowledges that such improvements are not complete and are subject to funding requirements, all of which have not been met. Therefore, School District accepts the premises “as-is” with all faults for purposes of this Agreement. If MCFA substantially fails to complete the presently-approved and funded agreements, then School District may elect to terminate this agreement without further or other obligation.
13. **Amendments.** No amendment to this Agreement shall be binding on the parties unless provided in a written instrument executed by both parties.
14. **Severability.** If any court of competent jurisdiction shall deem any provision of this agreement to be invalid or unenforceable to the extent of such prohibition without invalidating the remaining provisions unless the general intent of the Agreement is altered by the omission thereof.
15. **Survival.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
16. **Applicable Laws.** This Agreement shall be construed and interpreted under the laws of the State of Oklahoma.

17. **Notices.** Notice to the other party is deemed conclusively given only when sent by Certified U.S. Mail, return receipt requested, to the following address(es):

M.C.F.A.
P.O. Box 1288
Miami, OK 74354

Miami Public Schools
601 16th Avenue NW
Miami, OK 74354

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed in duplicate, either of which may be considered an original, the day and year first above written.

The Miami Community Facilities Authority

The Miami Independent School District No. 23

Trust Manager

President

Attest:

Attest:

City Clerk

Print Title and Name:

[seal]

[seal]

LEGAL EXHIBIT "A"

Page 1 of 1

1. The area designated "Events Complex" and bordered by a red line is subject to this lease;
2. The area(s) designated Area "A", Area "B" and Area "C" are not presently subject to this lease as they are undergoing improvement as parking lots by NEO A&M College. The parties anticipate adding them to the lease after completion.



FILE: 13362ILG

Notes

1. SEE EXHIBIT "B" FOR LEGAL DESCRIPTIONS AND SURVEYOR'S CERTIFICATE.



Miami Community Facilities Authority (MCFA) Special Meeting

MEETING DATE: June 24, 2026

AGENDA TITLE: Discussion and Possible Action on the Annual Stadium Access Agreement Between MCFA and NEO A&M College for Fiscal Year 2026-2027

PRESENTER: Trustees

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):

[1 - Stadium Access Agreement NEO A&M College FY 26-27.docx](#)

exAGREEMENT

This Agreement is entered into this _____ day of _____, 20____, by and between NORTHEASTERN OKLAHOMA A&M COLLEGE, MIAMI, OKLAHOMA (hereinafter “NEO”) and the MIAMI COMMUNITY FACILITIES AUTHORITY, a public trust authority, (hereinafter “MCFA”).

1. **Grant of Access.** MCFA hereby grants NEO and to its employees, students, guests and invitees, the right, privilege, and permission to enter upon the facility named the City of Miami Multi-Purpose Sport Complex, and further described in Exhibit A hereto, (hereinafter “Complex”) and to make use of the facilities and improvements located thereon. NEO shall have the use of the Center Suite during NEO events on the same terms and conditions that MPS and City of Miami have access to the Center Suite during their respective events and NEO generally shall have the use of unleased suite capacity and leased but unused suite capacity at all events on the same terms and conditions that the MCFA affords to MPS and the City of Miami. The parties mutually agree that their use of the Stadium will be on a first-come, first-served basis. The parties further agree to negotiate in good faith each with the other regarding scheduling and use of the Stadium. The MCFA and NEO shall each designate a representative to provide supervision of event/operations and such representative shall be on duty at the Complex during each scheduled event. The representatives for MFCFA and NEO agree to communicate in order to make all necessary arrangements for use of the Complex at least two (2) days prior to each of NEO’s scheduled events. Keys to the Complex facilities shall be provided to NEO’s designated representative for the term of this agreement.

2. **Term.** The term of this Agreement shall run from the date of this Agreement through the 30th day of June, 20____. NEO shall have the right to renew the Agreement on a fiscal year to fiscal year basis (each a “Renewal Term” through June 30, 2043, subject to annual review, modification, and mutual approval. Continuation of this Agreement beyond June 30, 2043, is subject to the mutual agreement of the parties as evidenced by a written agreement signed by both parties.

3. **Use.** NEO agrees to use the Complex exclusively in connection with NEO’s extracurricular activities. NEO will have use of the Center Suite, free of rent, for the eight (8) NEO home games. NEO will also have exclusive use of the locker rooms in conjunction with all NEO athletic activities except as agreed upon and approved by the MCFA. NEO may not sublease or otherwise assign its rights under this agreement, in whole or in part, without the prior written consent of MCFA.

4. **Sublease and/or assignment.** The parties acknowledge and agree that MCFA’s physical control and occupancy of the Complex is subject to a Ground Lease Agreement executed by and between the MCFA and the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges. Both parties acknowledge and agree that each has read and reviewed a fully executed copy of the aforementioned Ground Lease Agreement, and each party acknowledges and agrees that MCFA’s authority to enter into this Agreement is subject to the terms and conditions of the aforementioned Ground Lease Agreement.

5. **Complex Maintenance and Operations.** The MCFA has entered or shall enter into an agreement with the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges which shall provide for the operation and maintenance of the Complex including the cost of utilities and routine maintenance.

The MCFA retains all of the rights for all advertising, marketing and promotions at the Complex. The MCFA also has approved a “Red Robertson Event Center Operation Manual”, which may be amended from time to time by the MCFA, and the terms and condition of which is incorporated into this agreement by reference. NEO agrees to provide staffing and supervision of the Complex during its periods of use, to designate an “event manager” for each and every incident of usage of the facility, and to provide the identity and contact information regarding the “event manager” to the MCFA in writing and in advance of each such incident of usage. NEO agrees to bear the expense for such staffing, including, but not limited to, concessions (but see last sentence of this paragraph), security, clock operations, chain and marker crews, referees, ticket booth operators and cleanup crew. The parties agree that MCFA has entered into an exclusive agreement(s) for the operation of Complex concessions with an outside contractor; the role of NEO Booster Clubs and student organizations with regard to concessions at the Complex shall be exclusively implemented in accordance with the exclusive concession agreement.

6. **Revenues.** NEO shall retain the revenue generated from each of its events, including concessions (except to the extent MCFA contracts for concessions), and is responsible for all expenses associated with same.

7. **Consideration.** Lease periods for purposes of consideration are defined as fiscal years beginning on July 1st and ending on the following June 30th. NEO shall satisfy its requirement for payment of consideration for this lease agreement as follows. NEO shall provide management support functions to MCFA, including but not limited to the following:

- A. Daily maintenance at Complex,
- B. Routine repairs,
- C. Payment of all utilities,
- D. Daily supervision of the Complex and civil liabilities associated therewith,
- E. Maintain the State of Oklahoma self-insurance for property loss or damage to the facility and cover its own issues of liability,
- F. Operational assistance as agreed to with MCFA, City of Miami, and NEO, and
- G. Monitor and report security issues.

8. **Non-Exclusive Use.** The parties agree that NEO’s use of the Complex shall not be exclusive. The MCFA and NEO acknowledge and agree that the Complex will be marketed, scheduled, and utilized by the MCFA for other events including, but not limited to, NEO events and other community events and private bookings. All conflicts in proposed scheduling will be conclusively resolved by the vote of the MCFA Board of Trustees, whose decision(s) in such matters shall be deemed final.

9. **Insurance and Indemnity.** NEO represents that it has statutorily prescribed liability insurance coverage for the negligent acts of its officers, employees, and agents while acting within the scope of their employment and has no liability insurance policy that can extend to any other person or entity. Subject

to the provisions of the Oklahoma Governmental Tort Claims Act, including its limits of liability and exclusions therefrom, NEO assumes those risks of personal injury and property damage attributable to the negligent acts or omissions of NEO. NEO does not waive its sovereign immunity by entering into this Agreement and specifically retains all immunities and defenses available to it as a sovereign pursuant to all applicable law.

10. **Force Majeure.** Neither party is liable for failure to perform an obligation under this Agreement if such failure is a result of Acts of God (including fire, flood, earthquake, storm, hurricane, pandemic or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, utility or telephone service. If such event(s) result in substantial damage to the Complex, then either MCFA or NEO may elect to terminate this agreement without further or other obligation to the other.

11. **Flood.** Both parties acknowledge that the Complex site has been subjected to repetitive flooding. Further both parties understand and agree that present or future flood mitigation ordinances, state or federal statutes, state or federal regulations, or flood insurance requirements may, in the future, substantially impair the intended use of the Complex and/or any substantial improvements to the Complex. In such event, either MCFA or NEO may elect to terminate this agreement without further or other obligation to the other.

12. **Agreement to accept use of Complex "as-is".** Both parties acknowledge and agree that the MCFA, the Miami Special Utility Authority, the City of Miami, Oklahoma, and the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges are engaged in large-scale efforts to renovate the Complex. Both parties agree that they have reviewed proposed plans for such improvements provided to date, but each acknowledges that such improvements are not complete and are subject to funding requirements, all of which have not been met. Therefore, NEO accepts the premises "as-is" with all faults for purposes of this Agreement. If MCFA substantially fails to complete the presently-approved and funded agreements, then NEO may elect to terminate this agreement without further or other obligation.

13. **Amendments.** No amendment to this Agreement shall be binding on the parties unless provided in a written instrument executed by both parties.

14. **Severability.** If any court of competent jurisdiction shall deem any provision of this agreement to be invalid or unenforceable to the extent of such prohibition without invalidating the remaining provisions unless the general intent of the Agreement is altered by the omission thereof.

15. **Survival.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

16. **Applicable Laws.** This Agreement shall be construed and interpreted under the laws of the State of Oklahoma.

17. **Notices.** Notice to the other party is deemed conclusively given only when sent by Certified U.S. Mail, return receipt requested, to the following address(es):

Trust Manager
M.C.F.A.
P.O. Box 1288
Miami, OK 74355

Office of the President
NEO A&M College
PO Box 3915
Miami, OK 74355

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed in duplicate, either of which may be considered an original, the day and year first above written.

The Miami Community Facilities Authority

Northeast Oklahoma A&M College

Trust Manager

President

Attest:

Attest:

City Clerk

Print Title and Name:

[seal]

[seal]

LEGAL EXHIBIT "A"

Page 1 of 1

1. The area designated "Events Complex" and bordered by a red line is subject to this lease;
2. The area(s) designated Area "A", Area "B" and Area "C" are not presently subject to this lease as they are undergoing improvement as parking lots by NEO A&M College. The parties anticipate adding them to the lease after completion.



Not to Scale

FILE: 133621LG

Notes

1. SEE EXHIBIT "B" FOR LEGAL DESCRIPTIONS AND SURVEYOR'S CERTIFICATE.



Miami Community Facilities Authority (MCFA) Special Meeting

MEETING DATE: June 24, 2026

AGENDA TITLE: Discussion and Possible Action on the Annual Stadium Access Agreement Between MCFA and City of Miami for Fiscal Year 2026-2027

PRESENTER: Trustees

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):

[1 - Stadium Access Agreement City of Miami FY 26-27.docx](#)

AGREEMENT

This Agreement is entered into this _____ day of _____, 20____, by and between the City of Miami, Oklahoma, (hereinafter "City") and the MIAMI COMMUNITY FACILITIES AUTHORITY, a public trust authority, (hereinafter "MCFA").

1. **Grant of Access.** MCFA hereby grants City and to its employees, students, guests and invitees, the right, privilege and permission to enter upon the facility named the City of Miami Multi-Purpose Sport Complex, and further described in Exhibit A hereto, (hereinafter "Complex") and to make use of the facilities and improvements located thereon. City shall have the use of the Center Suite during City events on the same terms and conditions that NEO and MPS have access to the Center Suite during their respective events and City generally shall have the use of unleased suite capacity and leased but unused suite capacity at all events on the same terms and conditions that the MCFA affords to NEO and MPS. The parties mutually agree that their use of the Stadium will be on a first-come, first-served basis. The parties further agree to negotiate in good faith each with the other regarding scheduling and use of the Stadium. The City shall designate a representative to provide supervision of event/operations and such representative shall be on duty at the Complex during each scheduled event. The representatives for MFCFA and City agree to communicate in order to make all necessary arrangements for use of the Complex at least two (2) days prior to each of City's scheduled events. Keys to the Complex facilities shall be provided to City's designated representative for the term of this agreement.

2. **Term.** The term of this Agreement shall run from the date of this Agreement through the 30th day of June, 20____. City shall have the right to renew the Agreement on a fiscal year to fiscal year basis (each a "Renewal Term" through June 30, 2043, subject to annual review, modification and mutual approval. Continuation of this Agreement beyond June 30, 2043, is subject to the mutual agreement of the parties as evidenced by a written agreement signed by both parties.

3. **Use.** City agrees to use the Complex exclusively in connection with City of Miami Recreation, Tourism, Convention and Visitors Advisory Board activities and other City functions, free of rent for a reasonable number of events. It is understood and agreed that in the context of advance scheduling a higher priority generally shall be afforded to scheduled varsity NEO and varsity Miami Public School District games. The City may not sublease or otherwise assign its rights under this agreement, in whole or in part, without the prior written consent of MCFA.

4. **Sublease and/or assignment.** The parties acknowledge and agree that MCFA's physical control and occupancy of the Complex is subject to a Ground Lease Agreement executed by and between the MCFA and the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges. Both parties acknowledge and agree that each has read and reviewed a fully executed copy of the aforementioned Ground Lease Agreement, and each party acknowledges and agrees that MCFA's authority to enter into this Agreement is subject to the terms and conditions of the aforementioned Ground Lease Agreement.

5. **Complex Maintenance and Operations.** The MCFA retains all of the rights for all advertising, marketing and promotions at the Complex, provided that, however, (a) the Board of Trustees may grant exceptions from time to time for particular events, and (b) the MCFA recognizes the presently ongoing contributions by the City/MCVB. The MCFA also has approved a "Maintenance and Event Preparation Manual" which may be amended from time to time by the MCFA and the terms of which are incorporated into this agreement by reference. City agrees to provide staffing and supervision of the Complex during

its periods of use, to designate an “event manager” for each and every incident of usage of the facility, and to provide the identity and contact information regarding the “event manager” to the MCFA in writing and in advance of each such incident of usage. City agrees to bear the expense for such staffing, including, but not limited to, concessions under the same terms and conditions as other fund-raising organizations (but see last sentence of this paragraph), security, clock operations, chain and marker crews, referees, ticket booth operators and, if the circumstances of a particular incident of usage exceeds the normal provision made by NEO then a cleanup crew. The parties agree that MCFA has entered into an exclusive agreement(s) for the operation of Complex concessions with an outside contractor; concessions at the Complex shall be exclusively implemented in accordance with the exclusive concession agreement, which typically provides for a commission when Sodexo, the current contractor, does not provide concession personnel.

6. **Revenues.** City shall retain the revenue generated from each of its events, including concessions (except to the extent MCFA contracts for concessions), and is responsible for all expenses associated with same.

7. **Consideration.** The City of Miami, by and through the electorate, approved a sales tax measure which, in cooperation with the Miami Special Utility Authority, provided approximately \$8.8 million dollars in funding for the improvements to the Complex. It is understood and agreed that these actions constitute adequate consideration for the contractual rights conferred under this agreement as well as under expected future renewals of this agreement. Additionally, if needed, the City shall provide sufficient staff and IT resources to assist and implement a calendaring resource for purposes of scheduling events at the facility.

8. **Non-Exclusive Use.** The parties agree that City’s use of the Complex shall not be exclusive. The MCFA and City acknowledge and agree that the Complex will be marketed, scheduled and utilized by the MCFA for other events including, but not limited to, other community events and private bookings. All conflicts in proposed scheduling will be conclusively resolved by the Trust Manager or, if deemed appropriate by the Trust Manager, the vote of the MCFA Board of Trustees, whose decision(s) in such matters shall be deemed final.

9. **Insurance and Indemnity.** City agrees to maintain liability insurance in reasonable amounts insuring against damage to property or personal injury, including death. City shall cause MCFA to be named as an additional insured party. To the extent permitted by Oklahoma law, City agrees, in addition to providing insurance coverage, and not in lieu thereof, to indemnify, defend and hold the MCFA harmless from any liability for any action of commission or omission of City, and its employees, agents, students, guests and invitees.

10. **Force Majeure.** Neither party is liable for failure to perform an obligation under this Agreement if such failure is a result of Acts of God (including fire, flood, earthquake, storm, hurricane, pandemic or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, utility or telephone service. If such event(s) result in substantial damage to the Complex, then either MCFA or City may elect to terminate this agreement without further or other obligation to the other.

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M.C.F.A.
P.O. Box 1288
Miami, OK 74355

City of Miami, Oklahoma
P.O. Box 1288
Miami, OK 74355

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed in duplicate, either of which may be considered an original, the day and year first above written.

The Miami Community Facilities Authority

City of Miami, Oklahoma

Trust Manager

Mayor

Attest:

Attest:

City Clerk

City Clerk

[seal]

[seal]

LEGAL EXHIBIT "A"
Page 1 of 1

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2. The area(s) designated Area "A", Area "B" and Area "C" are not presently subject to this lease as they are undergoing improvement as parking lots by NEO A&M College. The parties anticipate adding them to the lease after completion.

FILE: 13362ILG

Notes
1. SEE EXHIBIT "B" FOR LEGAL DESCRIPTIONS AND SURVEYOR'S CERTIFICATE.

BENNETT
SURVEYING, INC.

P.O. BOX 848, CHESTER, OK 74337
PHONE: (918) 476-7484 FAX: (918) 476-7485
C.A. NO: 4552 EXP. DATE: 4/30/14