

CHICKASHA MUNICIPAL AIRPORT AUTHORITY

AGENDA
LOCATION OF MEETING
CITY HALL COUNCIL CHAMBERS
117 NORTH FOURTH STREET
CHICKASHA, OKLAHOMA 73018

TIME OF MEETING
6:30 PM

DATE OF MEETING
MAY 16, 2022

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission or committee.

- 1. Call to Order / Roll Call.**
- 2. Consent Docket:**
 - a. Acceptance of the Minutes of the May 5, 2022 Special Meeting.
 - b. Acceptance of Claims List.
 - c. Acceptance of Financials for April 2022.
 - d. Accept and ratify Resolution 2022-13R - City Council Best Practices Handbook.
 - e. Accept and ratify Letter of Engagement with Crawford and Associates and authorize the Mayor to execute the documents.
- 3. Discussion/Approval of Items Removed from Consent Docket:**

4. Consideration and Discussion Items:

- a. Discussion, consideration and possible action to approve a contract with A-25 Invader LLC in an amount not to exceed one-time refueling of 200 gallons or \$1,000 in fuel cost, whichever is less, for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.
- b. Discussion, consideration and possible action to approve a contract with Jay Duechting in an amount not to exceed one-time refueling of 80 gallons or \$400 in fuel cost, whichever is less, for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.
- c. Discussion, consideration and possible action to approve a contract with OK Museum of Flying in an amount not to exceed one-time refueling of 600 gallons or \$3,000 in fuel cost, whichever is less, for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.
- d. Discussion, consideration and possible action to approve a contract with The SH Group in an amount not to exceed one-time refueling of 250 gallons or \$2,000 in fuel cost, whichever is less, for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.
- e. Discussion, consideration and possible action to approve a contract with All Veteran Group/Michael Elliott, Inc. in an amount not to exceed \$2,000.00 for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.

5. Motion for Adjournment.



City of
CHICKASHA

Meeting Type: CMAA Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Minutes of the May 5, 2022 Special Meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, CMC City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 16, 2022	(From)		

V. ATTACHMENTS:

1. CMAA 5-5-2022 Special Meeting (reschedule of 5-2-22 due to weather)

May 5, 2022

The **SPECIAL** meeting of the **CHICKASHA MUNICIPAL AIRPORT AUTHORITY** was held in the council chambers in city hall on the 5th day of May 2022 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Chairman Mosley called the meeting to order at 7:14 p.m.

ITEM 1.

Call to Order / Roll Call:

CHAIRMAN AND TRUSTEES

PRESENT:

Chris Mosley, Chairman
Zachary Grayson, Vice-Chairman
Oscar Nelson
David Sikes
Georgianne Hebblethwaite
Nate McCalla

ABSENT:

R P. Ashanti-Alexander
Kelly Boyd
Brian Gerdes

STAFF

PRESENT:

Tyler Brooks, City Manager
Amanda Mullins, City Attorney
Cindy Rogers, Finance Director
Susan M. McDaniel, City Clerk
G. G. Music, Asst. Police Chief
Lillie Huckaby, Library Director
Rachel Bernish, Community Development Director
Tony Samaniego, Fire Chief
Shae Mortimer, Marketing and Civic Engagement Manager

ITEM 2.

Consent Docket: ITEM 2a thru ITEM 2e

**ITEM 2a.
ITEM 2b.**

**Acceptance of the Minutes of the April 18, 2022 meeting.
Acceptance of Claims List.**

*Motion by Trustee Grayson, second by Trustee Hebblethwaite to approve Item 2a thru Item 2b.

TIME 7:14 P.M.

Roll call vote:

Ayes:" Grayson, Nelson, Sikes, Hebblethwaite, McCalla and Mosley.

"Nays:" None

"Abstain:" None

Motion carried. 6-0

ITEM 3. **Discussion / Approval of Items Removed from Consent Docket:**

No action taken on Item 3.

ITEM 4. **Discussion and Consideration:**

ITEM4a. **Discussion, consideration, and possible action to approve a contract with Lady Liberty Squadron in an amount not to exceed \$2,000 for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.**

*Motion by Trustee Member Grayson and second by Trustee Member McCalla to approve a contract with Lady Liberty Squadron in an amount not to exceed \$2,000 for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.

Roll call vote:

"Ayes:" Nelson, Sikes, Hebblethwaite, McCalla, Grayson and Mosley.

"Nays:" None.

"Abstain:" None.

Motion passed. 6-0

ITEM 5. **Motion to Adjourn.**

*Motion by Trustee McCalla, second by Trustee Hebblethwaite to adjourn.

Meeting adjourned.

TIME: 7:16 PM

Approved this 16th day of May 2022.

Chris Mosley, Chairman

(ATTEST)

Susan M. McDaniel, City Clerk



City of
CHICKASHA

Meeting Type: CMAA Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: Finance

Agenda Item No. 2.b.

AGENDA ITEM: Acceptance of Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
Cindy Rogers, Finance Director	FUND	ACCOUNT	AMOUNT
Meeting Date: May 16, 2022	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMAA Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: Finance

Agenda Item No. 2.c.

AGENDA ITEM: Acceptance of Financials for April 2022.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Financials for April 2022.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Cindy Rogers, Finance Director

Meeting Date:

May 16, 2022

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMAA Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: City Clerk

Agenda Item No. 2.d.

AGENDA ITEM: Accept and ratify Resolution 2022-13R - City Council Best Practices Handbook.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept and ratify Resolution 2022-13R - City Council Best Practices Handbook.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

Meeting Date:
May 16, 2022

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMAA Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: Finance

Agenda Item No. 2.e.

AGENDA ITEM: Accept and ratify Letter of Engagement with Crawford and Associates and authorize the Mayor to execute the documents.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept and ratify Letter of Engagement with Crawford and Associates and authorize the Mayor to execute the documents.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 16, 2022	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMAA Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: Administration

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration and possible action to approve a contract with A-25 Invader LLC in an amount not to exceed one-time refueling of 200 gallons or \$1,000 in fuel cost, whichever is less, for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.

I. BACKGROUND/DESCRIPTION:

Discussion, consideration and possible action to approve a contract with A-25 Invader LLC in an amount not to exceed one-time refueling of 200 gallons or \$1,000 in fuel cost, whichever is less, for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.

A-25 Invader LLC to provide airborne performance at 2022 Wings & Wheels Event.

Chickasha Municipal Airport Authority to provide one-time refueling of up to 200 gallons or \$1,000 in fuel cost, whichever is less.

II. RECOMMENDED ACTION:

Approve a contract with A-25 Invader LLC in an amount not to exceed one-time refueling of 200 gallons or \$1,000 in fuel cost, whichever is less, for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.

III. FISCAL INFORMATION - \$1,000

IV. FUND INFORMATION:

Dept. Director: Shae Mortimer, Marketing & Civic Engagement Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 16, 2022	(39-539-5210-004)		\$1,000

V. ATTACHMENTS:

1. A-26 Invader LLC Silver Dragon Proposal

Chickasha Wings & Wheels Appearance Agreement

In consideration for the cooperation of the City of Chickasha and the Chickasha Municipal Airport Authority (hereinafter collectively "City") in allowing [A-26 Invader LLC](#) to participate in the Chickasha Airshow on [4 June 2022](#);

[A-26 Invader LLC](#) shall indemnify, save, and hold harmless the City from and against all loss, damages, liability, expenses (including attorney's fees), and costs arising from any activity, condition or event;

[A-26 Invader LLC](#) agrees to indemnify, save and hold harmless the City from and against any and all claims, demands, causes of action, losses, judgments, costs, expenses, including attorney fees, damages injuries or losses which may be brought by an agent, servant or employee of [A-26 Invader LLC](#) or any third party for any reason against the City or any of the City's agents, servants or employees, including but not limited to damages to real property, personal property, or for personal injury arising out of or as a result of [A-26 Invader LLC](#) participating in the Chickasha Airshow.

[A-26 Invader LLC](#) hereby releases, quits and discharges the City from each, every, any and all right, claim, debt, demand, action, cause of action, suit, and proceeding of every kind at law or at equity, whether known or unknown, and releases and discharges the City from each, every, any and all injuries, damages, and losses whatsoever nature or character which may hereinafter be sustained as a result of [A-26 Invader LLC](#) attendance and/or participation at the Chickasha Airshow.

For the 2022 Wings & Wheels Airshow in Chickasha, OK, [A-26 Invader LLC](#) agrees to provide their [A-26 Aircraft](#) as an airborne performer on [4 June, 2022](#). Upon conclusion of the 2022 Wings & Wheels airshow, the City of Chickasha City Manager agrees to exercise his authority to

provide a one-time refueling of up to 200 gallons or \$ 1,000.00 in fuel cost, whichever is less.

The undersigned acknowledges that he has the authority and is authorized by
A-26 Invader LLC to bind A-26 Invader LLC in this Agreement by his signature below.

Signed D. Huffman

Dates this 9 day of MAY, 2022

City Representative:

Signed _____

Title: _____

Dates this _____ day of _____, 2022



City of
CHICKASHA

Meeting Type: CMAA Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: Administration

Agenda Item No. 4.b.

AGENDA ITEM: Discussion, consideration and possible action to approve a contract with Jay Duechting in an amount not to exceed one-time refueling of 80 gallons or \$400 in fuel cost, whichever is less, for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.

I. BACKGROUND/DESCRIPTION:

Discussion, consideration and possible action to approve a contract with Jay Duechting in an amount not to exceed one-time refueling of 80 gallons or \$400 in fuel cost, whichever is less, for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.

Jay Duechting to provide static display of L-39 aircraft at Wings & Wheels event on June 4, 2022.

Chickasha Municipal Airport Authority to provide one time refueling of up to 80 gallons or \$400 in fuel cost, whichever is less.

II. RECOMMENDED ACTION:

Approve a contract with Jay Duechting in an amount not to exceed one-time refueling of 80 gallons or \$400 in fuel cost, whichever is less, for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.

III. FISCAL INFORMATION - \$400

IV. FUND INFORMATION:

Dept. Director: Shae Mortimer, Marketing & Civic Engagement Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 16, 2022	(39-539-5210-004)		\$400

V. ATTACHMENTS:

1. Jay Duechting Propsal

Chickasha Wings & Wheels Appearance Agreement

In consideration for the cooperation of the City of Chickasha and the Chickasha Municipal Airport Authority (hereinafter collectively "City") in allowing Jay Ducekting H. Coltrane participate in the Chickasha Airshow on June 4, 2022;

Jay Ducekting shall indemnify, save, and hold harmless the City from and against all loss, damages, liability, expenses (including attorney's fees), and costs arising from any activity, condition or event;

Jay D agrees to indemnify, save and hold harmless the City from and against any and all claims, demands, causes of action, losses, judgments, costs, expenses, including attorney fees, damages injuries or losses which may be brought by an agent, servant or employee of Jay D or any third party for any reason against the City or any of the City's agents, servants or employees, including but not limited to damages to real property, personal property, or for personal injury arising out of or as a result of

Jay D participating in the Chickasha Airshow.

Jay D hereby releases, quits and discharges the City from each, every, any and all right, claim, debt, demand, action, cause of action, suit, and proceeding of every kind at law or at equity, whether known or unknown, and releases and discharges the City from each, every, any and all injuries, damages, and losses whatsoever nature or character which

may hereinafter be sustained as a result of _____ attendance and/or participation at the Chickasha Airshow.

For the 2022 Wings & Wheels Airshow in Chickasha, OK, Jay D agrees to set up their L-39 aircraft as a static display on June 4th from 9:00 a.m. until the conclusion of the airshow. Upon conclusion of the 2022 Wings & Wheels airshow, the City of Chickasha City Manager agrees to exercise his authority to provide a one-time refueling of up to 80 gallons or \$400.00 in fuel cost, whichever is less.

The undersigned acknowledges that he has the authority and is authorized by

Jay D to bind Jay D in this Agreement by his signature below.

Signed Jay C Daulton

Dates this 10 day of May, 2022

City Representative:

Signed _____

Title: _____

Dates this _____ day of _____, 2022



City of
CHICKASHA

Meeting Type: CMAA Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: Administration

Agenda Item No. 4.c.

AGENDA ITEM: Discussion, consideration and possible action to approve a contract with OK Museum of Flying in an amount not to exceed one-time refueling of 600 gallons or \$3,000 in fuel cost, whichever is less, for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.

I. BACKGROUND/DESCRIPTION:

Discussion, consideration and possible action to approve a contract with OK Museum of Flying in an amount not to exceed one-time refueling of 600 gallons or \$3,000 in fuel cost, whichever is less, for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.

OK Museum of Flying to provide static display of B-25 and P-51 aircraft on June 4 during Wings & Wheels event.

Chickasha Municipal Airport Authority to provide one-time refueling of 600 gallons or \$3,000 in fuel, whatever is less.

II. RECOMMENDED ACTION:

Approve a contract with OK Museum of Flying in an amount not to exceed one-time refueling of 600 gallons or \$3,000 in fuel cost, whichever is less, for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.

III. FISCAL INFORMATION - \$3,000

IV. FUND INFORMATION:

Dept. Director: Shae Mortimer, Marketing & Civic Engagement Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 16, 2022	39-539-5210-004		\$3,000

- V. ATTACHMENTS:**
1. Hisey Proposal

Chickasha Wings & Wheels Appearance Agreement

In consideration for the cooperation of the City of Chickasha and the Chickasha Municipal Airport Authority (hereinafter collectively "City") in allowing OK Museum of Flying to participate in the Chickasha Airshow on June 4, 2022;

OK Museum of Flying shall indemnify, save, and hold harmless the City from and against all loss, damages, liability, expenses (including attorney's fees), and costs arising from any activity, condition or event;

OK Museum of Flying agrees to indemnify, save and hold harmless the City from and against any and all claims, demands, causes of action, losses, judgments, costs, expenses, including attorney fees, damages injuries or losses which may be brought by an agent, servant or employee of OK Museum of Flying or any third party for any reason against the City or any of the City's agents, servants or employees, including but not limited to damages to real property, personal property, or for personal injury arising out of or as a result of OK Museum of Flying participating in the Chickasha Airshow.

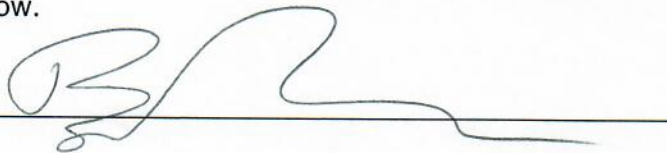
OK Museum of Flying hereby releases, quits and discharges the City from each, every, any and all right, claim, debt, demand, action, cause of action, suit, and proceeding of every kind at law or at equity, whether known or unknown, and releases and discharges the City from each, every, any and all injuries, damages, and losses whatsoever nature or character which

may hereinafter be sustained as a result of OK Museum of Flying attendance and/or participation at the Chickasha Airshow.

For the 2022 Wings & Wheels Airshow in Chickasha, OK, OK Museum of Flying agrees to set up their B-25 & P-51 aircraft as a static display on June 4th from 9:00 a.m. until the conclusion of the airshow. Upon conclusion of the 2022 Wings & Wheels airshow, the City of Chickasha City Manager agrees to exercise his authority to provide a one-time refueling of up to 600 gallons or \$ 3,000 in fuel cost, whichever is less.

The undersigned acknowledges that he has the authority and is authorized by

Brent Hisey to bind OK Museum of Flying in this Agreement by his signature below.

Signed 

Dates this 12 day of May, 2022

City Representative:

Signed _____

Title: _____

Dates this _____ day of _____, 2022



City of
CHICKASHA

Meeting Type: CMAA Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: Administration

Agenda Item No. 4.d.

AGENDA ITEM: Discussion, consideration and possible action to approve a contract with The SH Group in an amount not to exceed one-time refueling of 250 gallons or \$2,000 in fuel cost, whichever is less, for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.

I. BACKGROUND/DESCRIPTION:

Discussion, consideration and possible action to approve a contract with The SH Group in an amount not to exceed one-time refueling of 250 gallons or \$2,000 in fuel cost, whichever is less, for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.

The SH Group to provide static display of A-26 Aircraft at Wings & Wheels event on June 4, 2022.

Chickasha Municipal Airport Authority to provide one-time refueling of 250 gallons or \$2,000 in fuel cost, whichever is less.

II. RECOMMENDED ACTION:

Approve a contract with The SH Group in an amount not to exceed one-time refueling of 250 gallons or \$2,000 in fuel cost, whichever is less, for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.

III. FISCAL INFORMATION - \$2,000

IV. FUND INFORMATION:

Dept. Director: Shae Mortimer, Marketing & Civic Engagement Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 16, 2022	(39-539-5210-004)		\$2,000

V. ATTACHMENTS:

1. Proposal Ada A26 SH Group

Chickasha Wings & Wheels Appearance Agreement

In consideration for the cooperation of the City of Chickasha and the Chickasha Municipal Airport Authority (hereinafter collectively "City") in allowing The SH Group to participate in the Chickasha Airshow on June 4, 2022;

The SH Group shall indemnify, save, and hold harmless the City from and against all loss, damages, liability, expenses (including attorney's fees), and costs arising from any activity, condition or event;

The SH Group agrees to indemnify, save and hold harmless the City from and against any and all claims, demands, causes of action, losses, judgments, costs, expenses, including attorney fees, damages injuries or losses which may be brought by an agent, servant or employee of The SH Group or any third party for any reason against the City or any of the City's agents, servants or employees, including but not limited to damages to real property, personal property, or for personal injury arising out of or as a result of The SH Group participating in the Chickasha Airshow.

The SH Group hereby releases, quits and discharges the City from each, every, any and all right, claim, debt, demand, action, cause of action, suit, and proceeding of every kind at law or at equity, whether known or unknown, and releases and discharges the City from each, every, any and all injuries, damages, and losses whatsoever nature or character which

may hereinafter be sustained as a result of The SH Group attendance and/or participation at the Chickasha Airshow.

For the 2022 Wings & Wheels Airshow in Chickasha, OK, The SH Group agrees to set up their A-26 aircraft as a static display on June 4th from 9:00 a.m. until the conclusion of the airshow. Upon conclusion of the 2022 Wings & Wheels airshow, the City of Chickasha City Manager agrees to exercise his authority to provide a one-time refueling of up to 250 gallons or \$ 2,000 in fuel cost, whichever is less.

The undersigned acknowledges that he has the authority and is authorized by The SH Group to bind The SH Group in this Agreement by his signature below.

Signed James Dudnelly

Dates this 09 day of May, 2022

City Representative:

Signed _____

Title: _____

Dates this _____ day of _____, 2022



City of
CHICKASHA

Meeting Type: CMAA Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: Administration

Agenda Item No. 4.e.

AGENDA ITEM: Discussion, consideration and possible action to approve a contract with All Veteran Group/Michael Elliott, Inc. in an amount not to exceed \$2,000.00 for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.

I. BACKGROUND/DESCRIPTION:

Discussion, consideration and possible action to approve a contract with All Veteran Group/Michael Elliott, Inc. in an amount not to exceed \$2,000.00 for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.

All Vetal Group/Michael Elliott Inc. to provide skydiving demonstrations at Chickasha Wings & Wheels 2022.

Chickasha Municipal Airport Authority to provide payment of \$2,500 and 5 hotel rooms, transportation from airport, van sized vehicle for transportation, and aircraft fuel for airshow.

II. RECOMMENDED ACTION:

Approve a contract with All Veteran Group/Michael Elliott, Inc. in an amount not to exceed \$2,000.00 for the 2022 Wings & Wheels event and authorize the Mayor to execute the same.

III. FISCAL INFORMATION - \$2,000

IV. FUND INFORMATION:

Dept. Director: Shae Mortimer, Marketing & Civic Engagement Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 16, 2022	39-539-5210-004		\$2,000

V. ATTACHMENTS:

1. PROPOSED AVG SERVICE CONTRACT CHICKASHA AIRSHOW



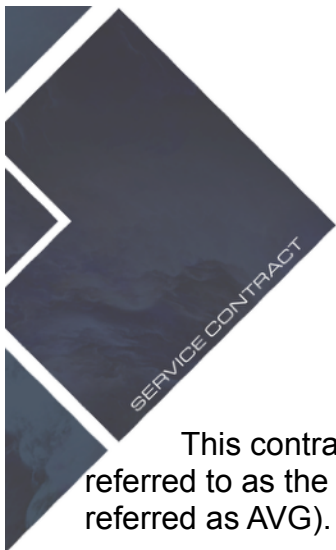
ALL VETERAN GROUP



honor . remember . serve



SERVICE CONTRACT



This contract is a legally binding contract service contract between CHRIS WRENN (hereinafter referred to as the Sponsor) and **ALL VETERAN GROUP/MICHAEL ELLIOTT, INC** (hereinafter referred as AVG).

DATE: May 12, 2022

SPONSOR

SPONSOR/POINT OF CONTACT

NAME OF ORGANIZATION/EVENT: Chickasha Municipal Airport Authority

POINT OF CONTACT:

NAME: Shae Mortimer

EMAIL: Shae.mortimer@chickasha.org

PHONE: 405.222.6021

ADDRESS: Chickasha, OK

ALL VETERAN GROUP

ALL VETERAN GROUP CONTACT

NAME: Mike Elliott

EMAIL: allveteranparachuteteam@gmail.com

PHONE: 910.494.8140

ADDRESS: 101 Stacy Lane; Raeford, NC; 28376

OPERATIONS COORDINATOR

NAME: Sunnydale Hyde

EMAIL: sunnydalejhyde@gmail.com

PHONE: 910.633.8327



Sponsor Initials _____

AVG Initials ME

AVG will provide one or more skydiving demonstrations for your event as outlined in this document. Each jump will be custom-tailored to the event and the prevailing weather conditions. In addition to the jump, AVG performs the following services in conjunction with their shows:

- Spend social time at event including time with event VIPs, sponsors and audience.
- Parachute packing demonstration, AVG display, and NASCAR display (when available and coordinated) with help from the crowd along with picture and autograph session for families and enthusiasts whenever feasible.
- Provide access to team members for media interviews and public relations efforts to maximize all media exposure.
- Coordination with the local FAA official and air traffic control prior to and during jump operations. All team members will comply with the guidelines and regulations set forth by the United States Parachute Association (USPA) and the Federal Aviation Administration (FAA) in regards to parachute demonstrations.
- Coordination of jumpers, aircraft, pilots, fuel, traveling, displays, and lodging and meals.
- Provide additional liability insurance when required or requested for an additional fee – Please request liability fee schedule.

For the fee of **\$ 4,500** (minus \$2500 discount), AVG will provide Smoke (and/or) Pyrotechnics, Shipping, Travel, Pilot Fees, Aircraft Fees, jumper per diem, skydiving demonstration jumps, Team NASCAR setup (As available and coordinated), and services at the location listed below (weather permitting – see weather clause). The Sponsor agrees to pay/provide the items listed below. **NOTE: Jumpers arrive at least one day prior to event:**

QTY	ITEM	QTY	ITEM
1	VAN-sized vehicle	5	HOTEL ROOM
As needed	Transportation from Airport		Airshow Aircraft Fuel

All fees shall be paid in full 30 days prior to event start date. Discounts applied are only valid if payment is made by discount date. If balance is not paid in full one week prior to jump date, the All Veteran Group has the right to withdraw from the event. *This contract should be paid in accordance with terms on invoice.* **Air transportation fees are subject to change based on booking date

For the aforementioned fee, AVG agrees to appear at the following location/date/time:

EVENT	ADDRESS	DATE	JUMPS	TIME
Chickasha Municipal Airport Authority	Chickasha, OK	04JUN22	1	TBD



AVG Service Contract
Page 2 of 6

Sponsor Initials _____

AVG Initials Me

WEATHER

AVG will make every effort to jump. If weather conditions create an unsafe jumping environment, all other services will be provided and the contract remains in effect.

In the event of a weather cancellation on a remote jump where the team is not present to provide services, there is a \$500 nonrefundable payment.

PAYMENTS AND CANCELLATION

CANCELLATION POLICY:

A fifteen (15) day notice is required for any cancellations.

REFUNDS FOR CANCELLATION:

In the event a 15 day or greater notice of cancellation is provided, Sponsor will receive a refund of deposit minus a 25% fee and cost of any customized goods.

TERMS OF PAYMENT:

Payment shall be made to Michael Elliott, Inc
101 Stacy Lane
Raeford, North Carolina 28376

Payment must accompany contract service contract.

Payments will be paid in the form of a cashier's check made out to Michael Elliott, INC or electronic deposit. Credit cards are accepted with a 3.5% surcharge for keyed-in cards or a 2.75% surcharge for cards present at the time of transaction.

TERMS

This contract will terminate automatically upon completion by AVG of the Services as stipulated by the terms of this contract.

In addition to any other right or remedy provided by North Carolina and Federal law, if the **Sponsor** fails to pay for the services when due, AVG has the option to treat such failure to pay as a material breach of this contract, and may cancel this contract and/or seek legal remedies under the laws of Oklahoma with venue in the District courts of Grady County.

WARRANTY

AVG shall provide its services and meet its obligations under this contract in a timely and workmanlike manner, using recommendations outlined by USPA for performing the services which meet generally acceptable standards in the parachuting community.

AVG is not responsible for *Acts of God*, which prohibit completion of contracted services.

DEFAULT

The occurrence of any of the following shall constitute a material default under this contract:

1. The failure to make a required payment when due per terms of the contract.
2. The failure to provide agreed upon lodging, vehicles, or expenses.
3. The failure to make available or deliver the services in the time and manner provided for in this contract unless an Act of God or Force Majeure conditions apply.



In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the contract by providing written notice to the defaulting party.

This notice shall describe with sufficient detail the nature of the default.

The party receiving such notice shall have 5 days from the effective date of such notice to cure the default(s).

Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this contract.

The exception to the 5 day remedy period is the payment due the day of service.

Verbal notice of immediate default may be given and the possibility of immediate contract cancellation exists should final payment not be made as agreed.

If performance of this contract or any obligation under this contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event.

The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes.

The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.



Sponsor Initials _____

AVG Initials _____

MS

AVG agrees to indemnify, save and hold harmless the City from and against any and all claims, demands, causes of action, losses, judgments, costs, expenses, including attorney fees, damages injuries or losses which may be brought by an agent, servant or employee of AVG or any third party for any reason against the City or any of the City's agents, servants or employees, including but not limited to damages to real property, personal property, or for personal injury arising out of or as a result of AVG participating in the Chickasha Airshow.

AVG hereby releases, quits and discharges the City from each, every, any and all right, claim, debt, demand, action, cause of action, suit, and proceeding of every kind at law or at equity, whether known or unknown, and releases and discharges the City from each, every, any and all injuries, damages, and losses whatsoever nature or character which may hereinafter be sustained as a result of AVG attendance and/or participation at the Chickasha Airshow.

If any action at law or in equity, including an action for declaratory relief, or any other legal proceeding, is brought to enforce or interpret any provision of this contract, the prevailing party shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

This contract contains the entire contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this contract.

This contract supersedes any prior written or oral contracts between the parties.

This contract shall be construed in accordance with the laws of the State of Oklahoma.

SEVERABILITY: If any provision of this contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

AMENDMENT: If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

This contract may be modified or amended in writing by mutual contract between the parties, if the writing is signed by the party obligated under the amendment.

(a) **Form of Notice.** All notices, requests, claims, demands and other communications between the parties shall be in writing.



(b) **Method of Notice.** All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by facsimile or (v) by electronic mail to the address of the party specified in this contract or such other address as either party may specify in writing.

(c) **Receipt of Notice.** All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the [fifth (5th)] day following mailing, whichever occurs first.

WAIVER OF CONTRACTUAL RIGHT:

The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

IN WITNESS WHEREOF the **Sponsor** and **AVG** have caused this contract to be executed as of:

Printed Name and Signature of Sponsor or Authorized Sponsor Representative

DATE

Printed Name and Signature of Financially Responsible Individual for Sponsor

DATE

Michael Elliott

May 12, 2022

Mike Elliott, President, All Veteran Group

DATE

Please Provide the following information in full to the AVG:

All Social Media Tags you would like mentioned in our social media posts

Any website or reference page you would like pushed through our media outreach

Points of Contact for sponsor media personnel





To Whom it May Concern,

Today's Date: May 12, 2022

The All Veteran Group Parachute Team has full permission to conduct aerial performances and parachute demonstration jump(s) on the following date(s)/location(s)/time(s):

Date(s) of Demonstration Jump:	04JUN22
Address:	Chickasha, OK
Time(s) of Jumps:	TBD

Name of Organization: Chickasha Municipal Airport Authority

Point of Contact phone: 910.494.8140

Point of Contact email: Shae.mortimer@chickasha.org

Point of Contact Signature:

Point of Contact Printed Name: Shae Mortimer



INVOICE



honor . remember . serve

INVOICE DATE: May 12, 2022

INVOICE NUMBER: WAA220409

BILL TO:

NAME OF ORGANIZATION/EVENT: Chickasha Municipal Airport Authority

POINT OF CONTACT:

NAME: Shae Mortimer

EMAIL: Shae.mortimer@chickasha.org

PHONE: 405.222.6021

ADDRESS: Chickasha, OK

CONTRACT DATE:		May 12, 2022	JUMP DATE:	04JUN22	DUE:	Upon Receipt
Quantity	Item	Description	Unit Price	Totals		
1	Demonstration Jump	Demonstration parachute jumps in support of event(s) listed above	4,500	4,500		
		Discount	-2500	-2500		
			TOTAL DUE	2000		

We look forward to working with you!

Notes/Instructions:

- Credit Cards accepted in North Carolina with a surcharge of 3.5% on card not present transactions and 2.75% for swiped cards
- 5% interest on invoices 30 days past due

Wire Information:

Beneficiary: The All Veteran Group

Beneficiary Bank: Fort Bragg Federal Credit Union; 1638 Skibo Rd; Fayetteville, NC (910) 864-2232

Routing Number: 253175737

Account: 1000583459

