

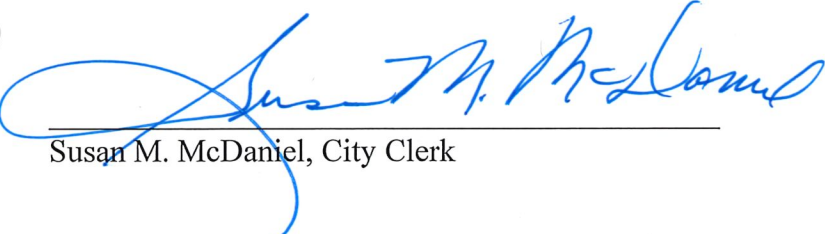
NOTICE OF SPECIAL MEETING
OF THE
CHICKASHA CITY COUNCIL AND,
CHICKASHA MUNICIPAL AUTHORITY

In compliance with Title 25, Oklahoma Statutes, Section 301-314, the Oklahoma Open Meeting Act, including the posting of notice and agenda, be advised that the Chickasha City Council, Chickasha Municipal Authority and the Chickasha Municipal Airport Authority of the City of Chickasha, Oklahoma, will conduct a **SPECIAL CHICKASHA CITY COUNCIL AND CHICKASHA MUNICIPAL AUTHORITY ON FRIDAY, MAY 21, 2021, AT 5:30 P. M.** Said meetings will be held in the Council Chambers, City Hall, 117 North 4th Street, Chickasha, Oklahoma.

The City of Chickasha encourages participation from all its citizens. If participation is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

Agenda items are attached.

Posted on the bulletin board of the Chickasha Municipal Building on Wednesday, May 19, 2021 at 4:30 p.m.



Susan M. McDaniel, City Clerk

CHICKASHA CITY COUNCIL

AGENDA

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

TIME OF MEETING
5:30 PM

DATE OF MEETING
MAY 21, 2021

1. Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance.
2. Citizen Comments.
3. Council Communications.
4. Discussion and Consideration
 - a. Discussion, consideration and possible action to approve the agreement between the City and Cowgirl Productions, LLC.
 - b. Discussion, Consideration and possible Action to approve Contract between the City of Chickasha and Higley Consulting LLC for Building Inspections and Code Plan Review Services.
5. Motion to Adjourn.



City of
CHICKASHA

Meeting Type: Special City Council 5-21-2021

Meeting Date: 5/21/2021

Department: City Clerk

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration and possible action to approve the agreement between the City and Cowgirl Productions, LLC.

I. BACKGROUND/DESCRIPTION:

Request for locations at the Rock Island Depot, 1st & Chickasha Ave., and downtown Chickasha area.

Time of access to locations will commence on or about May 21, 2021 and continue until June 6, 2021.

II. RECOMMENDED ACTION:

Mayor recommends approval of the Location Agreement with Cowgirl Productions, LLC.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 21, 2021	(From)		

V. ATTACHMENTS:

1. Location Agreement - Cowgirl Productions

LOCATION AGREEMENT

THIS AGREEMENT is entered into this 21st day of May, 2021, by and between Cowgirl Productions, LLC, ("Production Company") and City of Chickasha ("Grantor").

1. **IDENTITY OF FILMING LOCATION:** Grantor hereby agrees to permit Production Company to use the property located at Rock Island Depot, 1st & Chickasha Ave; and sidewalks on downtown Chickasha Ave

_____, including all structures, common area, and exterior areas appurtenant thereto, (collectively the "Property") in connection with the motion picture currently entitled "*A Cowgirl's Song*" ("Picture") for purposes of rehearsing, photographing, filming and recording scenes and sounds for the Picture. Production Company and its licensees, sponsors, assigns and successors may exhibit, advertise, and promote the Picture or any portion thereof, whether or not such uses contain audio and/or visual reproductions of the Property and whether or not the Property is identified, in any and all media which currently exist or which may exist in the future in all countries of the world and in perpetuity.

2. RIGHT OF ACCESS TO LOCATION: Production Company shall have the right to bring personnel and equipment (including without limitation props, temporary sets, lighting, camera and special effects equipment) onto the Property and to remove same after completion of its use of the Property hereunder. Production Company shall have the right but not the obligation to take motion pictures, videotapes, still photographs and/or sound recordings on all portions of the Property and use any names or logos associated therewith or which appear in on or about the Property or to use any other name for the Property. If Production Company depicts the interior(s) of any structures located on the Property, Grantor agrees that Production Company shall not be required to depict such interior(s) in any particular manner in the Picture. Grantor also grants Producer any and all rights of every nature whatsoever that Grantor may have or acquire in any way in and to all films and photographs taken and recordings made hereunder, including without limitation of all copyrights therein and renewals and extensions thereof, and the exclusive right to reproduce, exhibit, distribute, and otherwise exploit in perpetuity throughout the universe (in whole or in part) such films, photographs and recordings in any and all media, whether now known or hereafter devised, including without limitation in and in connection with the Picture and the advertising and other exploitation thereof.

3. **TIME OF ACCESS TO LOCATION:** The permission granted hereunder shall be for the period commencing on or about May 21, 2021 and continuing until June 6, 2021. The period may be extended by Production Company with the written permission of Grantor if there are changes in the production schedule or delays due to weather conditions. During such period(s) of time, Production Company will have access to the Property on a 24 hour per day, seven day per week basis.

4. PAYMENT: Production Company shall pay Grantor the sum of \$0 in consideration for the rights and privileges granted hereunder.

5. ALTERATIONS TO LOCATION: Production Company agrees that if it becomes necessary to change, alter or rearrange any equipment on the Property belonging to Grantor, it will seek

permission in writing from Grantor (such permission not to be unreasonable withheld), Production Company shall return and restore said equipment to its original place and condition, or repair it to the satisfaction of Grantor, if necessary. Production Company agrees to defend and hold harmless Grantor and all officers, agents and employees from and against any and all liabilities, damages and claims of third parties arising from Production Company's use hereunder of the Property (unless such liabilities, damages or claims arise from breach of Grantor's warranty as set forth in the immediately following sentence or from a condition existing on the Property at the time that Production Company is granted access). Grantor hereby warrants that it has the right and authority to enter into this Agreement and to grant the rights granted by it herein. Grantor agrees to indemnify and hold harmless Production Company from and against any and all liabilities, damages and claims relating to a breach of its aforesaid warranty.

6. NO KICK-BACKS FOR USE OF LOCATION: Grantor affirms that neither it nor anyone acting for it gave or agreed to give anything of value to any member of the production staff, anyone associated in any manner with the Picture, or any representative of Production Company, or any television station or network for mentioning or displaying the name of Grantor or using any property owned by Grantor as a shooting location on the Property (except for the use of the Property, which was furnished for use solely on or in connection with the Property).

7. BILLING CREDIT FOR LOCATION: Grantor acknowledges that any identification of the Property which Production Company may furnish shall be at Production Company's sole discretion and in no event shall said identification be beyond that which is reasonably related to the content of the Picture.

8. RETAKES/RESHOTS: Grantor grants the Production Company the right to reenter and reuse the property for the purpose of retakes, added photography, and additional scenes after notice to Grantor and upon written agreement of Grantor. Such agreement not to be unreasonably withheld. Such use will be under the same terms and conditions as the original use, and paid in a pro-rata basis. Production Company will notify Grantor of this intended use (if ever required) as soon as possible.

9. REMEDIES: Grantor's sole remedy for a breach of this Agreement by Production Company is an action at law for money damages and Grantor shall not have the right to enjoin, restrain, or otherwise interfere with the production, distribution or other exploitation of the Picture or its advertising or publicity. No casual or inadvertent failure by Production Company to comply with the provisions of this Agreement shall constitute a breach provided, however, that upon written notice to Production Company, Production Company shall use reasonable efforts to prospectively cure such failure. Oklahoma law shall govern this agreement with the venue in the district courts of Grady County, Oklahoma.

10. ASSIGNMENT: This Agreement shall inure to the benefit of Production Company's licensees, successors, assigns and associated, affiliated and subsidiary companies, and Consultant agrees that the Production Company may assign this Agreement upon written agreement of Grantor or all or any of its rights and obligations hereunder to any person, firm or corporation. In the event of an assignment, Production Company shall remain secondarily liable to Consultant.

11. POWER TO EXECUTE: This agreement shall inure to benefit of and shall be binding upon Production Company and our respective successors, licensees, assigns, heirs and personal representatives. Production Company shall not be obligated actually to exercise any of the rights granted to Production Company hereunder; it being understood that Production Company's obligations shall be fully satisfied hereunder by payment of the compensation referred to above. The agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties. The undersigned represents that he/she is empowered to execute this Agreement on behalf of Grantor and that the consent or permission of no other person, firm, or entity is necessary in order to enable Production Company to exercise or enjoy the rights herein granted.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

("Production Company")
Cowgirl Productions, LLC

("Grantor")

City of Chickasha

By: _____

By: _____

Address: 117 N. 4th Street
Chickasha, OK 73018

Tax ID #: _____

Date: May 21, 2021

PRODUCTION TITLE: "A Cowgirl's Song"

LOCATION PARKING AGREEMENT

In consideration of the payment of \$200 Dollars (\$200), which will become due and payable at such time, if ever, as the Premises (as defined below) are used in accordance with this agreement, the undersigned ("Grantor"), as owner/agent, hereby grants Cowgirl Productions, LLC and its employees, agents, contractors and suppliers (collectively, "Company") the right to enter and remain upon the real property ("Premises") located at: The Rock Island Depot, 1st & Chickasha Ave,

Chickasha, OK

with personnel, equipment, sets, vehicles and/or other facilities (hereinafter collectively "Equipment") for the purpose of storing and/or parking such Equipment on the Premises in connection with the above-referenced motion picture production and/or for such other purposes as set forth herein:

The anticipated date(s) of use are as follows: May 21, 2021 - June 6, 2021

(provided said date(s) may be changed by Company on account of weather conditions, changes in the production schedule and other such currently unanticipated changes).

Company will indemnify and hold Grantor harmless from and against any and all claims and demands arising out of personal injury or damage to or destruction of the Premises (reasonable wear and tear excepted) resulting directly from Company's use of said Premises, except to the extent that Grantor contributes to such injury or damage; provided that Grantor shall submit to Company in writing a detailed listing of all claimed injury and/or property damage and Grantor shall permit Company to inspect the property alleged to be damaged. Notwithstanding the foregoing, Company's liability shall be limited to the amount covered by Company's insurance in connection therewith.

Grantor hereby warrants and represents that the right to use and occupy the Premises is under the exclusive control of Grantor and Grantor has full right and authority to enter into this agreement and to grant the rights herein granted. Grantor agrees to indemnify and hold Company harmless from all claims made against Company as a result of Grantor's breach of its representations and warranties made hereunder.

This is the entire agreement. No other authorization is necessary to enable Company to use the Premises for the purposes set forth above.

AGREED AND ACCEPTED:

"COMPANY"
Cowgirl Productions, LLC

Signature: _____

Name: _____

Title: _____

"GRANTOR"

City of Chickasha

Signature: _____

Name: Chris Mosley

Address (if different from Property):

117 N. 4th Street

Chickasha, OK 73018



City of
CHICKASHA

Meeting Type: Special City Council 5-21-2021

Meeting Date: 5/21/2021

Department: Community Development

Agenda Item No. 4.b.

AGENDA ITEM: Discussion, Consideration and possible Action to approve Contract between the City of Chickasha and Higley Consulting LLC for Building Inspections and Code Plan Review Services.

I. BACKGROUND/DESCRIPTION:

Higley Consulting is currently used by the City of Tuttle for Large commercial scale projects

This will be a service used in the interim until Community Development can hire full time staff.

The cost is 80.00 per hour.

The contract has been reviewed by City Attorney.

II. RECOMMENDED ACTION:

Staff Recommends to approve this contract as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Community Development Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 21, 2021	(From)		

V. ATTACHMENTS:

1. Contract for Services - Higley Consulting LLC & City of Chickasha final revision

Contract for Services

1. Names

This agreement is between City of Chickasha, an Oklahoma corporation (Client), and Higley Consulting LLC, an Oklahoma limited liability company (Contractor).

2. Services to be Performed

Contractor agrees to perform the following services for Client:

Higley Consulting to provide a temporary full time certified and licensed combination inspector to perform residential and commercial inspections.

Higley Consulting to provide offsite residential and commercial building code plan reviews. depending on size and complexity, the initial reviews will be performed within five to fifteen business days.

3. Time for Performance

Contractor will perform the services according to the Schedule of Work set forth in Attachment 1 attached to and made part of this Agreement.

4. Payment

Client will pay Contractor as follows: \$80 per hour for all services.

5. Terms of Payment

Contractor shall be paid according to the Schedule of Payments set forth in Attachment 1 attached to and made part of this Agreement. Contractor will submit invoices every 30 days to Client for all services performed. Client shall pay Contractor within 10 days from the date of Contractor's invoice.

6. Equipment and Supplies

Contractor, at Contractor's expense, will provide all equipment, tools, and supplies necessary to perform the contractual services, except for the following, which will be provided by Client:

Client to supply a work space and any electronic equipment required to carry out the duties of the inspections.

7. Expenses

Contractor will be responsible for all expenses required for the performance of the contractual services.

8. Terminating the Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of the date Contractor completes the services required by this Agreement or the date a party terminates the Agreement as provided below.

With reasonable cause, either party may terminate this Agreement effective immediately by giving written notice of termination for cause. Reasonable cause includes:

- a material violation of this Agreement, or
- Client's failure to pay Contractor's fees as provided in this agreement, where Contractor has demanded payment, in writing, and has not received payment at least 20 days after the date that such demand was sent to Client.

In addition, either party may terminate this Agreement at any time by giving 30 days written notice of termination.

Contractor shall be entitled to full payment for services performed prior to the date this Agreement is terminated.

9. Independent Contractor Status

The parties intend Contractor to be an independent contractor in the performance of the services. Contractor and Client agree to the following rights consistent with an independent contractor relationship.

- Contractor will have the right to control and determine the methods and means of performing the contractual services.
- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- Client shall not require Contractor or Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.
- Neither Contractor nor Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

10. State and Federal Taxes

Client will not:

- (a) withhold Social Security and Medicare taxes from Contractor's payments or make such tax payments on Contractor's behalf, or
- (b) withhold state or federal income tax from Contractor's payments or make state or federal unemployment contributions on Contractor's behalf.

Contractor will pay all applicable taxes related to the performance of services under this contract. This includes income, Social Security, Medicare and self-employment taxes. Contractor will also pay any unemployment contributions related to the performance of services under this contract.

If Contractor is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to Client. Client shall be responsible for paying any interest or penalties incurred due to late payment or nonpayment of any taxes by Client.

11. Disputes

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

If either party brings a legal action arising out of a dispute over this agreement, the losing party will reimburse the prevailing party for all reasonable costs and attorneys' fees incurred by the prevailing party in the lawsuit.

12. No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

13. Additional Agreements

Client and Contractor additionally agree that:

Contractor hereby agrees to indemnify and hold harmless Client against any and all liability, claims, suites, losses, costs and legal fees caused by, arising out of, or

resulting from any negligent act or omission of Contractor in the performance and/or failure to perform within the Service Agreement including the negligent acts or omission of any subcontractor or any direct or indirect employees of Contractor or its subcontractors.

Contractor shall furnish the City of Chickasha with satisfactory proof of the insurance required. The certificate of insurance provided will contain a statement requiring the insurance carrier to provide the Owner ten (10) days written notice prior to cancellation of coverage. Statements such as "will endeavor" and "but failure to notify owner shall impose no obligation or liability of any kind upon the company" shall not be allowed.

Client agrees to not interfere with the Contractor in the enforcement of the minimum adopted building codes without prior written agreement on the items of the building codes that are in question.

14. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

15. Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

16. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by certified mail, or
- by overnight courier.

17. Governing Law

This agreement will be governed by and construed in accordance with the laws of the state of Oklahoma.

18. Counterparts

This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

19. Modification

This agreement may be modified only by a written agreement signed by the parties.

20. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

21. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

CLIENT

City of Chickasha,
an Oklahoma corporation
117 N 4th Street
Chickasha, Oklahoma 73018

Dated: _____

By: _____

Unknown
City Manager

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CONTRACTOR

Higley Consulting LLC,
an Oklahoma limited liability company
3519 W Willow Park Cir
Stillwater, Oklahoma 74074
Taxpayer ID: 82-3454736

Dated: _____

By: _____

Craig Higley
President

Attachment 1

to

Contract for Services

1. Names

This attachment is made by City of Chickasha, an Oklahoma corporation (Client), and Higley Consulting LLC, an Oklahoma limited liability company (Contractor).

2. Work Schedule

Inspections will be performed on a daily basis Monday through Friday, with considerations for times and days the temporary inspector may not be available.

Plan Reviews will be done on a project by project basis and will be started as soon as the submitted project documentation is complete. Plan reviews will be completed once reviewed and any deficiencies are resolved.

3. Payment Schedule

Invoicing shall be made prior to City Council meeting. After approval of payment by the City Council, the City has ten business days to make payment to Higley Consulting.

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CLIENT

City of Chickasha,
an Oklahoma corporation
117 N 4th Street
Chickasha, Oklahoma 73018

Dated: _____

By: _____

Unknown
City Manager

CONTRACTOR

Higley Consulting LLC,
an Oklahoma limited liability company
3519 W Willow Park Cir
Stillwater, Oklahoma 74074
Taxpayer ID: 82-3454736

Dated: _____

By: _____

Craig Higley
President