

NOTICE AND AGENDA OF THE REGULAR MEETING OF THE MARIETTA CITY COUNCIL**Tuesday, April 08, 2025 at 6:00 PM****Marietta Municipal Building, 700 S. Highway 77, Marietta, Oklahoma 73448**

BUSINESS TO BE CONDUCTED (which may include discussion, consideration, action for approval or disapproval, voting to take any appropriate action, and the revision, amendment and passage of resolutions on the following agenda items):

CALL TO ORDER.**ROLL CALL AND DECLARATION OF QUORUM.****INVOCATION.****PLEDGE OF ALLEGIANCE.****CONSENT AGENDA.**

All matters listed under this sections are considered by the City Council to be routine and will be enacted by one motion and vote. Any council member may, however, remove any item from the consent agenda by request.

- [1.](#) Approval of the agenda as part of the minutes.
2. Approval of the minutes of the regular meeting on March 11, 2025.
3. Approval of financial reports.
4. Approval of purchase orders and expenditures from the following accounts/funds, if any: general fund; sanitation fund; cemetery care fund; expense account; grant fund; police asset forfeiture account; payroll account.

ITEMS REMOVED FROM CONSENT AGENDA.

Any matter removed from the consent agenda at the request of a council member will be considered separately.

CORRESPONDENCE.**PUBLIC PARTICIPATION.**

This is an opportunity for citizens to address the city council. Remarks will be addressed to the governing body as a whole. Any issues presented will not be further discussed by the city council or the mayor at this meeting. Comments must be limited to three minutes or less.

CITY ADMINISTRATOR'S REPORT.

The City Administrator will provide updates regarding recent and upcoming events and projects, and general operations of the City. No action will be taken.

REGULAR BUSINESS.

1. Public hearing regarding proposed placement of a manufactured home located at 404 W. Broadway, further described as Lot 6 Block 12 Marietta, Love County, Oklahoma
(Limit Three (3) minutes per participant)
2. Application of Lawrence Sorensen to place a manufactured home located at 404 W. Broadway, further described as Lot 6 Block 12 Marietta, Love County, Oklahoma
3. Discussion and possible action to approve a Memorandum Of Understanding between the City of Marietta and the Love County Commissioners regarding the Jail Contract.
4. Resolution to declare Frontier Days a special event and authorize street closures for said event.
5. Discussion and possible action regarding the agreement between the City of Marietta, Board of County Commissioners, and the Love County Health Department for the Love County Health Department to use the building owned by the City of Marietta located at 101 W. Main St.
6. Discussion and Possible action regarding Mobile Smiles to set up in the City Hall parking lot on April 22-25.
7. Discussion and possible action regarding the disposition of the train depot.
8. Executive session to discuss the employment of Jacob Glaze, and the hours, duties, compensation, and benefits of said employees, pursuant to Title 25 Oklahoma Statutes, Section 307 B (1).
9. Appointment of Jacob Glaze as a street equipment operator and the hours, duties, compensation and benefits thereof.

NEW/UNFORESEEN BUSINESS.

Discussion and possible action with respect to any matter not known, or which could not have been reasonably foreseen, prior to the time of posting this notice and agenda.

MAYOR'S COMMENTS.

The Mayor will provide updates regarding recent and upcoming events and projects, and general operations of the City. No action will be taken.

ADJOURN.

NOTICE OF POSTING:

I, Dottie Gwin the undersigned Clerk of the City of Marietta, certify that the foregoing Notice and Agenda of the Regular Meeting of the Marietta City Council was posted in prominent public view at the Marietta City Hall, located at 700 S. Hwy 77, and online at www.mariettaok.city, at 5:00 o'clock p.m. on Friday, April 4, 2025.

Scott Chaney, Deputy City Clerk
Dottie Gwin, City Clerk

Dottie Gwin



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Marietta Municipal Building, 700 S. Highway 77, Marietta, Oklahoma 73448

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Scott Chaney, Deputy City Clerk
Dottie Gwin, City Clerk

Dottie Gwin



RESOLUTION _____

A RESOLUTION REGARDING THE APPLICATION FOR THE PLACEMENT OF A MOBILE HOME TO OCCUPY AN R1 ZONING LOT AT 404 W. BROADWAY, FURTHER DESCRIBED AS LOTS 6 BLOCK 12 MARIETTA CITY, MARIETTA, LOVE COUNTY, OKLAHOMA

WHEREAS, Lawrence Sorensen is the owner of lot zoned R1, located at 404 W. Broadway, otherwise identified as Lots 6 Block 12 Marietta City, Marietta, Love County, Oklahoma

WHEREAS, said owner has made an application to place a mobile home on the property pursuant to Section 5-5.3(4) of Appendix A to the Code of Ordinances of the City of Marietta; and

WHEREAS, public notice was given pursuant to the above referenced ordinance, and a hearing regarding the application was held before the planning commission on April 3rd, 2025; and

WHEREAS, at the conclusion of the public hearing, the Planning Commission adopted resolution PC25-01 recommending the placement of a mobile home on the real property; and

WHEREAS, the City Council has reviewed this matter and the findings of the City of Marietta Planning Commission;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marietta, that it is in the best interest of the City and the general public that the application, as described above, be

_____ Approved, pursuant to the provisions outlined in Section 5-5.3(4) of Appendix A to the Code of Ordinances of the City of Marietta and all other applicable State laws and City ordinances.

_____ Denied.

PASSED BY THE CITY COUNCIL and **SIGNED** by the Mayor of the City of Marietta this 8th day of April 2025.

CITY OF MARIETTA

ATTEST:

DESTRY RUSHING, MAYOR

DOTTIE GWIN, CITY CLERK



LOVE COUNTY SHERIFF'S OFFICE

8339 U.S. Highway 77
Marietta, OK 73448
Phone: (580) 276-3150
Fax: (580) 276-2822

Sheriff: Andy Cumberledge

Undersheriff: Trent Daniel

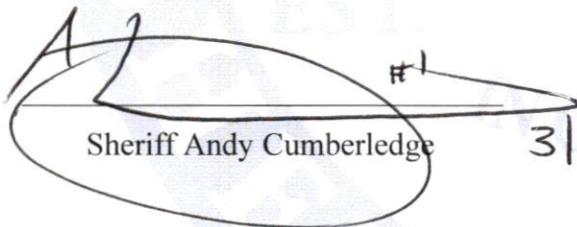
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To the City of Marietta,

During a Board of County Commissioners meeting held on Monday March 10th, 2025 The Love County Clerk brought to the attention of the commissioners the Love County Justice Center housing contract with the City of Marietta and the City of Thackerville and advised that neither contract had been updated in several years. It was suggested that I as Sheriff (who oversees operations of the Justice Center on their behalf) should update the contract to fit the current costs and administrations. I have attached an "MOU" for your consideration. The cost that is referenced is below the daily cost per inmate which the District Judge has to approve and sign off on each year. Please review the document and contact me with any questions you may have. I have already submitted this to the District Attorneys Office to approve based on correctness and form. If you have no suggestions for changes please sign and return to me at your earliest convenience but no later than April 30th, 2025 so that I can get it filed and in place in a timely manner in preparation for the upcoming fiscal year which begins July 1st.

Please consider this formal notice to change the current agreement. Should we not come to an agreement by the deadline specified in the current agreement then our agreement will expire, and our housing agreement will terminate June 30th, 2025.

Respectfully submitted,


Sheriff Andy Cumberledge

3/12/2025

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Marietta, (the “City”) and the Board of County Commissioners for Love County, the Love County Justice Authority, and the Love County Sheriff, herein collectively referred to as “County”. The City and County shall be referred to herein individually as “Party” and collectively referred to as the “Parties”.

WHEREAS, the City and County desire to enter into an MOU for the purpose of establishing a framework by which the City and County will cooperate for the purpose of housing and caring for detainees of the City of Marietta; and,

WHEREAS, County presently has identified space for this inmate population; and,

WHEREAS, it is in the best interest of the health, safety, and welfare of the City of Marietta and the County to enter into this MOU;

NOW, THEREFORE, the parties mutually agree as follows:

1. **Scope of the Agreement.** The County will accept persons into its detention facility who have committed violations of criminal law under the jurisdiction of the City of Marietta, and who are placed there by the City of Marietta or an authorized agent thereof, hereinafter referred to as “City Prisoners.”
2. **Term of Agreement.** The term of this Agreement shall be effective July 1st, 2025 and, unless sooner terminated as provided in this MOU, shall continue for a period of one (1) year (June 30th 2026). The term of this MOU shall be automatically extended for additional one (1) year terms unless either Party hereto shall notify the other Party, in writing at least thirty (30) days prior to the expiration of the Term, of its intent not to renew the Term of this MOU.
3. **Responsibilities and Obligations of the City of Marietta:**
 - a. The City shall deliver City Prisoners to the facility designated by County.
 - b. The City shall transport all City Prisoners to and from all Municipal hearings if the hearing has been designated as an “In Person” hearing.
 - c. The City shall take custody of bail bond paperwork from County the next business day or as soon as possible.
 - d. The City shall transport, or arrange for transport of, all City Prisoners to other detention facilities, including, but not limited to federal corrections facilities.
 - e. The City shall provide a medical care data sheet for each City Prisoner following any visit to a medical facility.
 - f. The City shall be financially liable for reimbursement for any physical damages to the Love County Jail and/or equipment or other property as a result of housing City Prisoners, if such damage is caused by a City Prisoner.
 - g. The City shall provide County with a bond schedule approved through the City of Marietta Municipal Court.

4. Responsibilities and Obligations of County:

- a. County shall accept any City Prisoner, male or female, that may be delivered by the City and/or authorized agent thereof, unless the County facility is declared at capacity. The County shall not be required to accept and/or house any City Prisoner under the age of 18 years.
- b. County shall intake and process City Prisoners into the County Detention Facility.
- c. County shall provide all necessary food, shelter, supervision, and property management to City Prisoners.
- d. County shall be responsible for all rules and regulations related to the housing and maintenance of City Prisoners unless otherwise agreed to in this MOU or an amendment hereto.
- e. County shall detain City Prisoners until provided notice from the City relating to release, including, but not limited to:
 - I. Posting of bond or signing of personal recognizance bond ("PR Bond") as authorized by the City. Bond amounts may be changed to PR Bonds as authorized by the City;
 - II. Written order from the City of Marietta Municipal Court; or
 - III. Completion of sentence as set forth in a written order from the City of Marietta Municipal Court.
- f. County shall maintain and make available to the City all medical care data and/or customary detention related records of City Prisoners during the City Prisoners' incarceration with the County.
- g. County shall, (if requested), provide the City with a scan of the book-in sheet of any City Prisoner booked into the jail once the prisoner is booked into the facility. The book-in sheet can be sent to the Police Chief if requested via email or fax.
- h. County is responsible for ensuring that the detention facility is compliant with applicable federal, state, tribal, and local laws, rules, and regulations.
- i. Within thirty (30) days of an event for which the County will seek reimbursement for physical damage, the County shall provide the City with an incident report detailing the damages caused by the City Prisoner, including the date damage was caused, name of person who caused the damage, a description of the damages, documentation of expenses incurred or estimated for repair. Such report shall include video, photographs, witness statements, and other appropriate documentation.

5. Definition of City Prisoner and County Prisoner.

- a. City Prisoners are:
 - 1.) Prisoners being held for City Municipal Offenses;
 - 2.) Prisoners serving jail time on Municipal Convictions.
- b. County Prisoners are:
 - 1.) Prisoners arrested on District Court Warrants;
 - 2.) Prisoners initially appeared before the Judge of the District Court.
- c. Prisoners arrested by the City will initially be City Prisoners until the time District Court charges are filed. Once the District Court charges are filed, then the prisoner will be deemed a County Prisoner.

6. Special Provisions.

a. Virtual Arraignments

- I. If the City conducts virtual arraignments the city will provide the County a log-in link for the arraignment of the City Prisoner.
- II. County shall provide personnel to escort and manage virtual arraignment of City Prisoners at the Detention Facility.

b. Medical Needs of Prisoners.

- I. When feasible and practicable, all medical and dental needs of City Prisoners shall be scheduled in a timely manner. County shall promptly notify the City concerning arrangements for the treatment, transport, or to otherwise advise the City on what action is to be taken. All costs relating to care for medical needs of City Prisoners, inclusive of dental, vision, and emergency care, will be at the expense of the City.
- II. In cases of an extreme emergency, where it is not feasible and practicable to contact the City, County may obtain such care for prisoners at local, federal, or state facilities as emergency needs dictate.

In such instances, the County shall notify the City of the emergency circumstances as soon as possible but not more than six (6) hours after the City Prisoner is transported for emergency medical purposes.

c. Insurance.

- I. Each party shall obtain and maintain adequate insurance coverage for the acts and omissions of its respective officials, officers, employees, agents, and contractors performing under this Agreement in an amount, type, and scope required by applicable law. The parties understand and agree that the officials, officers, employees, agents, and contractors of one party shall not be covered by the insurance of the other party. It is the parties' further understanding that the County's Officials, officers, employees, agents, and contractors will have access to worker's compensation for injuries incurred in the performance of their duties in operating the Jail.

d. Utilization of City Prisoners as Trustees.

- I. County may use City Prisoners as jail trustees without written approval from the City.

7. Payment.

- a. In consideration of the foregoing, the City agrees to pay to the County fifty dollars (\$50.00) per day for each prisoner housed in the County's Detention Facility pursuant to this agreement. A "day" shall be defined as a minimum of four (4) hours or at least one (1) meal served to the detainee. Any consecutive days shall begin at midnight following the minimum for-hour period. Payment shall be made by the City of

Marietta upon receipt of the invoice/invoices from the County. All invoices shall be sent to:

City of Marietta Attn: Billing Department
 700 S. Highway 77
 Marietta, OK 73448
 And/or
 Emailed to the Marietta Police Chief or City Clerk.

8. Overcrowding.

- a. Notwithstanding any of the above provisions of this agreement, should a limit be set by statute, judicial or administrative decision, or otherwise on the number of prisoners which the Love County Justice Center may lawfully lodge in its facility at any one time, the Love County Justice Center may refuse to lodge any City Prisoner if the number of prisoners in the Love County Jail at that time has reached eighty percent (80%) of the maximum capacity allowed by law.
- b. The Love County Justice Center reserves the right to leave to the discretion of the Sheriff the admission of the remaining twenty percent (20%) of the prisoners allowed by law. Should the Love County Justice Center be required to close or otherwise limit the availability of its facility, either temporarily or permanently because of court order, legislation, or any other cause, then the Love County Justice Center may, at its discretion, during the time of closure, refuse to lodge City Prisoners.

9. Modification.

This MOU may be amended at any time by a written instrument executed by both parties. No change or modification to this MOU shall be valid unless in writing and signed by both parties.

- a. Any proposed amendment to this MOU shall be in writing and contain the following at minimum:
 - I. The specific proposed amendment(s) to the MOU; and
 - II. Any cost increase or decrease (if any) resulting from such proposed amendment.
- b. No proposed amendment shall be binding on the Parties until approved in writing by both Parties. The proposed amendment shall be considered incorporated into the MOU once approved in writing by both Parties.

10. Severability.

If any provision of this MOU becomes or is deemed to be invalid, illegal, or unenforceable, the Parties shall meet to discuss such provision. If such provision cannot be amended without materially altering the intention of the Parties, it shall be deleted and the remainder of the MOU and any related documents pursuant hereto shall remain in full force and effect.

11. Conflicts of Interest.

Both Parties warrant that no officer or employee of the City or County, whether elected or appointed shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this MOU.

12. Termination.

Either Party may terminate this MOU for any reason or no reason by giving thirty (30) days written notice delivered in accordance with section 12 below.

13. Notices.

All notices and other communications under this Agreement shall be in writing and shall be deemed duly given:

- a. When delivered in person to the recipient named below; or
- b. Five (5) business days after being mailed by registered or certified U.S. Mail, return receipt requested, postage prepaid, addressed by name and address to the Party intended as follows:

If to the City:
 Mayor of the City of Marietta
 700 S. Highway 77
 Marietta, OK 73448

If to the County:
 Sheriff of Love County
 8339 U.S. Highway 77
 Marietta, OK 73448

14. Entire Understanding.

This MOU is the entire understanding of the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence understandings, and agreements of the parties relating to the subject matter hereof. Any amendment to this MOU must be made in accordance with Section 8 above.

15. Governing Law.

This MOU shall be governed by and interpreted in accordance with the laws of the State of Oklahoma.

THEREFORE, this six (6) page agreement is entered into and shall become effective when approved by the authorized officials of the County and the City of Marietta.

IN WITNESS WHEREOF, the above and foregoing agreement has been executed by the parties hereto and made effective on the day and year below.


City of Marietta: _____ DATE: _____
Mayor

Board of County Commissioners: _____ DATE: _____
Chairman

Love County Justice Center: _____ DATE: _____
Sheriff

Approved as to form and content:

City Attorney: _____ DATE: _____

County Attorney:  _____ DATE: 3/11/25

City Attestation : _____ DATE: _____
City Clerk

County Attestation: _____ DATE: _____
County Clerk

RESOLUTION _____

DECLARING LOVE COUNTY FRONTIER DAYS A SPECIAL EVENT AND AUTHORIZING STREET CLOSURES TO ACCOMMODATE THE EVENT

WHEREAS, the annual Love County Frontier Days celebration is a special event within the City of Marietta, and the event dates are proposed for May 30 through May 31, 2025;

WHEREAS, it will be necessary to close a portion of Highway 32, also known as Main Street within the City of Marietta, and various other streets and alleys to accommodate the event;

WHEREAS, the Oklahoma Department of Transportation requires notice of the planned closure of said Highway 32 and certain information and assurances.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marietta:

1. The Love County Frontier Days celebration, scheduled for May 30 through May 31, 2025, is recognized as a special event within the City;
2. Beginning at noon on Friday, May 30, 2024, the closure of portions of Main Street located between Martin Luther King Jr. Avenue and US Highway 77 is authorized to accommodate event activities (i.e. parade, children's games, and other event attractions). This authorization expires at 6:00 a.m. on Sunday, June 1, 2025; Upon the closure of Main Street, which is also State Highway 32, the following is designated as the detour route: Martin Luther King Jr. Avenue and W. Bill Halstied Street;
3. The City Administrator may authorize the closure of other City streets located adjacent to the event area and City streets that are going to be used for event purposes;
4. The Police Department is authorized and directed to post and enforce parking restrictions along areas of Main Street, the designated detour route, and other City streets to provide for safe and effective movement of traffic and pedestrians;
5. The Operations Department is authorized and directed to install signage and traffic control devices to effect the closures authorized by this resolution as outlined in the latest addition of the Manual of Uniform Traffic Control Devices.

PASSED by the City Council and **SIGNED** by the Mayor this 8TH day of April, 2025.

CITY OF MARIETTA

ATTEST

DESTRY RUSHING, MAYOR

DOTTIE GWIN, CITY CLERK

RESOLUTION _____

Declaring Love County Frontier Days a Special Event and Closing Streets

Page 1 of 1

AGREEMENT

THIS AGREEMENT ("Agreement") entered into this _____ day of _____, 2025, by and between the following entities, (collectively "Agencies"): BOARD OF COUNTY COMMISSIONERS ("COMMISSIONERS"), the CITY OF MARIETTA ("MARIETTA"), and the LOVE COUNTY HEALTH DEPARTMENT, ("LCHD"), all of Love County, State of Oklahoma.

WHEREAS, because of the tornadic destruction to the regular building utilized by the LCHD, said LCHD will need to relocate its offices temporarily;

WHEREAS, Marietta agrees that LCHD may temporarily occupy the building located at 101 West Main Street, Marietta, OK 73448;

WHEREAS, this occupation by LCHD will economically benefit the citizens of Marietta;

NOW, THEREFORE, in consideration of their mutual covenants, the Agencies agree as follows:

1. LCHD may temporarily occupy the building located at 101 West Main Street, Marietta, OK 73448 ("Property").
2. The term of the Agreement will be from _____ to _____.
3. LCHD will use the Property for providing health services, and no other use will be made of the Property without Marietta's prior written consent, which consent will not be unreasonably withheld.

4. LCHD will not assign this Agreement or sublet any part of the Property without Marietta's prior written consent.
5. LCHD will pay all utility bills incurred in the use of the Property promptly during the term of this Agreement and will hold Marietta harmless from any utility expenses of any kind incidental to the use and occupancy of the Property by LCHD.
6. Marietta shall have no responsibility for the contents of said building if they are destroyed by fire, windstorm, or other casualty through no fault or negligence of Marietta, and the LCHD will be responsible for its own personal property that it places upon the Property. Furthermore, Marietta will maintain insurance on the building, and LCHD will maintain insurance on any personal property placed on or in the Property by LCHD.
7. During the term of this Agreement, Marietta will be responsible for maintaining the roof, outside walls, windows, and building structure in good repair.
8. During the term of this Agreement, LCHD will be responsible for maintaining the interior of the premises leased, ordinary wear and tear excepted.
9. Marietta must approve in writing any changes to the interior structure of the building made by LCHD.
10. All notices required to be given hereunder may be mailed or delivered to the parties at the following addresses:

Love County Board of County Commissioners
 405 West Main Street, Room 101
 Marietta, OK 73448

City of Marietta
 700 South Highway 77
 Marietta, OK 73448

Love County Health Department

11. Either party may, by written notice, as provided herein, change their address for subsequent notice to be given hereunder. Any notice so mailed shall be deemed to have been sent as of the date the same was deposited in the United States mail.
12. This Agreement shall be construed according to the laws of the State of Oklahoma.
13. This Agreement may be amended in writing by mutual consent of all parties at any time.
14. This Agreement may be terminated for any reason by one party providing the other parties with 30 days of written notice.

LOVE COUNTY BOARD OF COUNTY
 COMMISSIONERS

ATTEST:

BY: _____
 Chairman of the Board

CITY OF MARIETTA

ATTEST:

BY: _____
Mayor

LOVE COUNTY HEALTH
DEPARTMENT

ATTEST:

BY: _____

RESOLUTION _____

APPOINTMENT OF EMPLOYEE FOR THE CITY OF MARIETTA

WHEREAS, it is necessary to employ a number of personnel to exercise the powers and perform the duties relative to the functions lawfully imposed upon or assumed by the City of Marietta;

WHEREAS, a vacancy exists within the City of Marietta based on the number of personnel funded by the budget of the current fiscal year;

WHEREAS, the following applicant was selected on the basis of their experience, aptitudes and abilities;

WHEREAS, this resolution serves to memorialize the action of the governing body regarding the hours, duties, compensation, and benefits for the employee and position described herein;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marietta:

1. Jacob Glaze is hereby appointed as an employee of the City of Marietta to the position of Street Equipment Op. of the Street Department, under the supervision of Street Supervisor, to be effective 4/9/25.
2. Said position shall be classified as a ☒ full-time ☐ part-time ☐ volunteer employee as defined by Section 207 of the City of Marietta Employee Handbook of Personnel Policies and is eligible for all benefits prescribed by this classification.
3. Compensation for said employee shall be ☒ hourly ☐ salaried, based on rate K1 of the Grade and Step Structure adopted by City Council on November 12, 2019.
4. Employment is subject to a probationary period as outline in Section 207.A of the City of Marietta Employee Handbook of Personnel Policies.

PASSED by the City Council and **SIGNED** by the Mayor this 8 day of April, 2025.

CITY OF MARIETTA

ATTEST

DESTRY RUSHING, MAYOR

DOTTIE GWIN, CITY CLERK