NOTICE AND AGENDA OF THE REGULAR MEETING OF THE MARIETTA CITY COUNCIL
Tuesday, July 14, 2026 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 June 9, 2026.
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. Discussion and possible action to approve amendments to budget for fiscal year ending June 30, 2026.
2. Discussion and possible action to enter into engagement with Rahhal, Henderson, Willis, PLLC for preparation of financial statements for the fiscal year ending June 30, 2026.
3. Discussion and possible cation to appoint Katlyn Caldwell to the Southern Oklahoma Library System Board of Trustees.
4. Discussion and possible action to enter into a Waste Disposal Service Agreement with Southern Oklahoma Reginal Disposal, Inc.
5. Discussion and possible action about applying for 2027 Community Development Block Grant - Rural Economic Action Plan.
6. Discussion and possible action to update signatories on financial accounts.
7. Discussion and possible action relating to the appointment of Caleb Carroll as a volunteer firefighter and the purchase of necessary protective equipment for said firefighter.
8. Discussion and possible action to purchase equipment for cemetery/parks.

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, June 10, 2026.

Scott Chaney, Deputy City Clerk
Dottie Gwin, City Clerk

Dottie Gwin

CITY OF MARIETTA OKLAHOMA

NOTICE AND AGENDA OF THE REGULAR MEETING OF THE MARIETTA CITY COUNCIL
Tuesday, July 14, 2026 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 June 9, 2026.
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. Discussion and possible action to approve amendments to budget for fiscal year ending June 30, 2026.
2. Discussion and possible action to enter into engagement with Rahhal, Henderson, Willis, PLLC for preparation of financial statements for the fiscal year ending June 30, 2026.
3. Discussion and possible cation to appoint Katlyn Caldwell to the Southern Oklahoma Library System Board of Trustees.
4. Discussion and possible action to enter into a Waste Disposal Service Agreement with Southern Oklahoma Reginal Disposal, Inc.
5. Discussion and possible action about applying for 2027 Community Development Block Grant - Rural Economic Action Plan.
6. Discussion and possible action to update signatories on financial accounts.
7. Discussion and possible action relating to the appointment of Caleb Carroll as a volunteer firefighter and the purchase of necessary protective equipment for said firefighter.
8. Discussion and possible action to purchase equipment for cemetery/parks.

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, June 10, 2026.

Scott Chaney, Deputy City Clerk
Dottie Gwin, City Clerk

Dottie Gwin

CITY OF MARIETTA OKLAHOMA

NOTICE AND MINUTES OF THE PUBLIC HEARINGS AND REGULAR MEETING OF THE MARIETTA CITY COUNCIL

Tuesday, June 09, 2026 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.

Council President Barber called the meeting to order at 6:00 pm

ROLL CALL AND DECLARATION OF QUORUM.

A quorum was declared to conduct business

INVOCATION.

Invocation was given by Scott Chaney.

PLEDGE OF ALLEGIANCE.

Pledge of allegiance was led by Matt Barber.

1. Appointment and swearing in of Katlyn Lantrip as a Council Member for the Southeast Ward Seat 1.

   Item # 1 was moved up on the agenda.

   Motion made by Council Member Aldaba, Seconded by Council Member Willis to appoint Katlyn Lantrip as a Council Member for the Southeast Ward Seat 1.

   Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Barber, Council Member Willis, Council Member Furrh

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.

EnterTextHere

Motion made by Council Member Cohee, Seconded by Council Member Furrh to approve the consent agenda.
Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Barber, Council Member Willis, Council Member Furrh, Council Member Lantrip.

1. Approval of the agenda as part of the minutes.
2. Approval of the minutes of the regular meeting on May 12, 2026.
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.

None

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.

City administrator Scott Chaney gave updates on ODOT projects on Main Street and Highway 77. Updates on vehicle delivery and upfiting, Ready Set School and popsicles in the park.

CORRESPONDENCE.

None

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.

Rick Farmer from the Oklahoma Council of Public Affairs spoke about SQ. 832.

REGULAR BUSINESS.

1. Public hearing regarding budget for fiscal year ending June 30, 2027.

   Motion made by Council Member Furrh, Seconded by Council Member Willis yo enter into a public hearing.

   Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Barber, Council Member Willis, Council Member Furrh, Council Member Lantrip.

   No one here for public hearing.

2. Public hearing regarding the application of Bryce McCage to rezone property located at 706 W. Chickasaw St, also known as S 1/2 Lot 8, Block 31, Marietta City, Love County, Oklahoma from the zoning single family residential(R1) to multi family residential(R2).

   Motion made by Council Member Furrh, Seconded by Council Member Willis to enter into a public hearing.

   Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Barber, Council Member Willis, Council Member Furrh, Council Member Lantrip.

   No one here for public hearing.

3. Public hearing regarding the application of Bryce McCage to rezone property located just south of 707 W. Main on 8th Street, further described as S ½ of Lot 8 Blk 31 Marietta City, Love County Oklahoma.

   Motion made by Council Member Furrh, Seconded by Council Member Lantrip.

   Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Barber, Council Member Willis, Council Member Furrh, Council Member Lantrip.

   No one here for public hearing.

4. Discussion and possible to rezone 706 W. Chickasaw also known as S 1/2 Lot 8, Block 31, Marietta City, Love County, Oklahoma from the zoning single family residential(R1) to multi family residential(R2).

   Motion made by Council Member Furrh, Seconded by Council Member Aldaba to adopt ordinance # 2025-02.

   Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Barber, Council Member Willis, Council Member Furrh, Council Member Lantrip.

5. Discussion and possible action to rezone the property located just south of 707 W. Main on 8th Street, further described as S ½ of Lot 8 Blk 31 Marietta City, Love County Oklahoma.

   Motion made by Council Member Aldaba, Seconded by Council Member Cohee to adopt ordinace # 2026-03.

   Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Barber, Council Member Willis, Council Member Furrh, Council Member Lantrip.

6. Discussion and possible action to pass the city budget for fiscal year ending June 30, 2027.

   Motion made by Council Member Furrh, Seconded by Council Member Aldaba toi adopt resolution # 2026-15.

   Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Barber, Council Member Willis, Council Member Furrh, Council Member Lantrip.

7. Projects & Grants update presentation by Shane Frye(SODA)

   Shane Frye from SODA gave funding and grant updates for the upcoming EDA grant and park project.

8. Discussion and possible action regarding dilapidated structures per presentation by Billy Lambert.

   Billy Lambert gave presentation over dilapidated building and overgrown yard concerns.

9. Discussion and possible action to approve engagement letter with HSPG & Associates, PC for Audit of FY 2023-2024.

   Motion made by Council Member Furrh, Seconded by Council Member Willis to approve engagement letter with HSPG & Associates for FY 23-24 audit.

   Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Barber, Council Member Willis, Council Member Furrh, Council Member Lantrip.

10. Executive session to discuss the employment of Johnny Sands as a Police Officer, and the hours, duties, compensation and benefits of said employee, pursuant to Title 25 Oklahoma Statutes, Section 307 B (1).

Motion made by Council Member Cohee, Seconded by Council Member Lantrip to enter into executive session.

Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Barber, Council Member Willis, Council Member Furrh, Council Member Lantrip.

11. Discussion and possible action regarding the employment of Johnny Sands as a Police Officer, and the hours, duties, compensation and benefits of said Johnny Sands.

    Returned from executive session at 7:15

    Motion made by Council Member Aldaba, Seconded by Council Member Cohee to adopt resolution # 2025-16.

    Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Barber, Council Member Willis, Council Member Furrh, Council Member Lantrip.

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.

None

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.

None

ADJOURN.

Meeting adjourned at 7:20 pm.

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 101 W. Main Street, and online at www.mariettaok.city, at 5:00 o'clock p.m. on Friday, June 5, 2026.

Scott Chaney, Deputy City Clerk
Dottie Gwin, City Clerk

Dottie Gwin

CITY OF MARIETTA
OKLAHOMA

RESOLUTION ____________

ADOPTING BUDGET AMENDMENTS AND APPROVING TRANSFER OF FUNDS BETWEEN DEPARTMENTS FOR FISCAL YEAR ENDING JUNE 30, 2026

WHEREAS, the City Council has adopted a budget as a method for planning and authorizing the expenditure of public funds; and

WHEREAS, the Oklahoma Municipal Budget Act permits the City Council to amend the City's annual adopted budget. The budget may be amended for supplemental appropriations up to the amount of any additional revenues that are available due to: revenues received from unanticipated sources; revenues from anticipated sources in excess of unbudgeted estimates; or unanticipated, unencumbered cash balances on hand at the end of the previous fiscal year in excess of budgeted estimates; and

WHEREAS, it has become necessary to amend the budget of the fiscal year ended June 30, 2026, to provide for transfers of funds between departments and revenues received from unanticipated sources.

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

SECTION 1. The budget amendment forms attached hereto as "Attachment A" are hereby adopted and the budget for the fiscal year ending June 30, 2026, is amended as detailed within said attached exhibit.

SECTION 2. A copy of this resolution and attached exhibits shall be forwarded to the City Clerk, and a copy shall be filed with the Office of the State Auditor and Inspector pursuant to the Oklahoma Municipal Budget Act.

PASSED BY THE CITY COUNCIL and **SIGNED** by the Mayor of the City of Marietta this 15th day of July 2026.

CITY OF MARIETTA

____
DESTRY RUSHING, MAYOR

ATTEST

____
DOTTIE GWIN, CITY CLERK

BUDGET AMENDMENT FORM

Fund: Sanitation / Transfer Site
Amendment: 2026-01
Fiscal Year: 2025-2026

		Estimated Revenue		Appropriations	
Account #	**Account Name**	**Increase**	**Decrease**	**Increase**	**Decrease**
02-00-400	Sanitation - Commercial	25,000.00			
02-00-405	Sanitation - Residential	19,000.00			
02-00-415	Transfer Site	11,000.00			
02-00-425	Transfer In	60,000.00			
02-10-600	Sanitation - Salaries			30,000.00	
02-10-740	Sanitation - MPWA Fees			10,000.00	
02-10-800	Sanitation - Capital Outlay				30,000.00
02-11-710	Transfer - Supplies			5,000.00	
02-11-715	Transfer - Maint and Repair			10,000.00	
02-12-900	Transfer - Capital Outlay			90,000.00	
	TOTALS	115,000.00	-	145,000.00	30,000.00

EXPLANATION:

To increase orgiinal budget for additional revenues received

Date Approved by City Council:

BUDGET AMENDMENT FORM

Fund: General Fund
Amendment: 2026-02
Fiscal Year: 2025-2026

Account #	Account Name	Estimated Revenue Increase	Estimated Revenue Decrease	Appropriations Increase	Appropriations Decrease
01-00-400	Sales Tax	400,000.00			
01-00-401	Use Tax	115,000.00			
01-10-600	Animal Control - Salaries			17,000.00	
01-15-600	Cemetry/Park - Salaries			30,000.00	
01-20-800	Administration - Capital Outlay			22,000.00	
01-25-600	Council - Salaries			200.00	
01-30-615	Legal - Contract Services			24,600.00	
01-35-615	Clerk - Health Insurance			400.00	
01-40-720	Treasurer - Contract Services				600.00
01-55-900	Fire - Loan Payments				20,000.00
01-60-710	Library - Supplies			4,000.00	
01-65-720	Court - Contract Services			10,000.00	
01-65-755	Court - FLEET / Forensic Fees			16,000.00	
01-75-710	Police - Supplies			37,000.00	
01-75-800	Police Capita Outlay			170,000.00	
01-80-710	Street - Supplies			24,000.00	
01-80-800	Street - Capital Outlay			31,000.00	
01-80-805	Street - Improvements			6,000.00	
01-85-615	Gen Gov - Health Insurance			27,000.00	
01-85-730	Gen Gov - Property Insurance			5,000.00	
01-85-735	Gen Gov - Worker's Comp			12,000.00	
01-90-600	Mayor -Salary			400.00	
01-10-500	Transfer Out			99,000.00	
	TOTALS	515,000.00	-	535,600.00	20,600.00

EXPLANATION:

To increase orgiinal budget for additional revenues received

Date Approved by City Council:

Rahhal Henderson Willis
CERTIFIED PUBLIC ACCOUNTANTS PLLC

June 26, 2026

Honorable Mayor and Council Members
City of Marietta
Marietta, Oklahoma

You have requested that we prepare the financial statements of the City of Marietta as of June 30, 2026. We are pleased to confirm our acceptance and our understanding of this engagement to prepare the financial statements by means of this letter.

Our Responsibilities
The objective of our engagement is to prepare financial statements for audit by the City's external auditors. in accordance with the modified cash basis based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities
The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with the modified cash basis. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARSs:

a. The selection of the modified cash basis as the financial reporting framework to be applied in the preparation of the financial statements
b. The prevention and detection of fraud
c. To ensure that the entity complies with the laws and regulations applicable to its activities
d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

100 E Street SW, Suite 200 | Ardmore, Oklahoma 73401
Phone (580) 223-6454 | Fax (580) 226-0439
www.rhw-cpa.com

e. To provide us with:

i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,

ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and

iii.Unrestricted access to persons within the companies of whom we determine necessary to communicate.

As part of our engagement, we will issue a disclaimer that will state that the financial statements were not subjected to an audit, review, or compilation engagement by us, and, accordingly, we do not express an opinion, a conclusion, or provide any assurance on them.

Other consulting services our firm can provide on an as needed basis include:

- **Budget Preparation Assistance** – Assist in the development of the City's annual budget and prepare the required budget documents.
- **Budget Monitoring Assistance** – Preparation of budget status reports from the City's accounting records. Assist with budget amendments as necessary.
- **Accounting System Implementation Assistance** - Assist the City on system set up, design changes, and training on accounting software.
- **Internal Control Implementation** – Advise the City on the adequacy of the design of internal control policies and procedures and assist with the implementation of recommendations for improvement of the design of internal control policies.
- **General Accounting and Reconciling Assistance** – Assist in posting transactions, reconciling account balances and identifying any adjustments needed.
- **Internal Audit or Monitoring Services** – Assist management in monitoring compliance with internal control policies as well as compliance with laws and regulations on a year-round ongoing basis.
- **Agreed Upon Procedures** – Performing agreed upon procedures over specific assertions and subject matters, such as debt service compliance.
- **Compliance Advisory Assistance** – Provide research of finance related laws and regulations applicable to the City and provide compliance advice to the City.
- **Payroll and Other Regulatory Report Assistance** – Assist in the preparation or correction of federal and state tax and other regulatory forms or reports, as well as Fair Labor Standards issues and compliance.

Our fee for preparing the annual financial statements and footnotes will be $10,500, plus out of pocket expenses (such as report reproduction, postage, travel, etc.).

Our fees for the other consulting services would be at our hourly rates as follows plus, out of pocket expenses (such as report reproduction, postage, travel, etc.):

- Partner Level $205
- CPA Staff $150
- Degreed Accounting Staff $ 95
- Bookkeeping Staff $ 85

We look forward to assisting you.

Sincerely,

RAHHAL HENDERSON WILLIS, PLLC

Beth Willis

Beth Willis

RESPONSE:
This letter correctly sets forth the understanding of City of Marietta, Oklahoma.

Signature:___________________________________

Date:_______________________________________

Certification of Library Board Appointments

For City

This is to certify that the following person has been appointed by the City Council of the City of

MARIETTA, LOVE County, to the **Southern Oklahoma Library System** Board in accordance with the provisions of the Oklahoma Library Code, 65 O.S. 1991 §4-103.

Term, as provided in the Oklahoma Library Code, 65 O.S. 1991 §4-103b, from

JULY 1 , 2026 through JUNE 30, 2029.

KATLYN LANTRIP (Name) — (580) 238-6311 (Phone)

503 S. BRENTWOOD AVENUE (Address) — MARIETTA, OK 73448 (City, State, Zip)

Executed this ______ day of ______, 2______.

____
(Mayor)

Attest:

____
(City Clerk)

(Seal)

SOUTHERN OKLAHOMA REGIONAL DISPOSAL, INC.
DISPOSAL SERVICE AGREEMENT

This Disposal Service Agreement (the "Agreement") between Southern Oklahoma Regional Disposal, Inc. (hereinafter referred to as "SORD"), P.O. Box 1088, Ardmore, Oklahoma 73402, and the City of Marietta, a municipal corporation, whose address is, 101 W Main, Marietta, Oklahoma 73448 (hereinafter referred to as "CLIENT").

WHEREAS SORD is a quasi-governmental entity comprised of regional municipalities, counties and districts which was established for the purpose of cooperative collection and/or disposal of Municipal Solid Waste and other acceptable waste of the member entities and third parties; and

WHEREAS, SORD is the owner of a municipal solid waste landfill (the "Landfill") located at 31 SORD Drive, Ardmore, Carter County, Oklahoma, and is the holder of a license to operate such Landfill, which can accept certain solid waste material: and,

WHEREAS CLIENT and SORD desire to enter into a contract providing that SORD shall accept CLIENT's solid waste at the Landfill and dispose of same at the Landfill or such other place as SORD shall designate, subject to the terms as are hereinafter set forth.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and benefits set forth below, agree as follows:

DEFINITIONS

"Municipal Solid Waste" (hereafter "MSW"), for the purposes of this Agreement, shall be defined as non-hazardous waste generated in households, commercial and business establishments, and institutions; and excludes industrial process wastes, mining wastes, ashes, and sewage sludge.

The term "hazardous waste", as used herein, shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, and including future amendments thereto, and applicable state law.

"Permitted Special Waste", as used herein, shall include those wastes that are not controlled industrial wastes but which, because of their nature or volume, require special or additional handling aside from that given to routine household refuse, which shall include but is not limited to: sludge, septic tank pumpings, grease trap wastes, dead animals, packing house offal and tankage, waste fats and oils, hatchery wastes, asbestos wastes, and spent herbicide and pesticide containers.

"Construction / Demolition Waste", as used herein, shall mean the scrap lumber and other building materials generated in either the construction or demolition of buildings and other improvements.

TERM

This Agreement shall be for a term of five (5) years commencing at 12:01 a.m. on the 1st day of July, 2026, until 12:00 p.m. on the 30th day of June, 2031, unless either party hereto takes affirmative action to terminate this Agreement pursuant to the terms hereinafter set forth. Provided, because CITY is precluded from legally contracting herein for a period in excess of one (1) year, the initial term of this Agreement shall be for a period of one (1) year from the aforesaid commencement date, and shall thereafter renew annually on the anniversary date of said commencement date each year, unless CITY terminates this Agreement by giving SORD 30 days written notice of the termination prior to the 30th day of June, which is the ending date of each one year term.

DISPOSAL RATES AND PAYMENT

The Disposal Rate, commonly known as and referred to as a "Tipping Fee", to be paid by CLIENT to SORD is listed on Exhibit A of the contract. Tipping Fees shall increase for the second, third, fourth and fifth year of the contract as listed on Exhibit A of the contract upon approval by the SORD Board of Directors.

Payment of same shall be made by CLIENT to SORD no later than twenty (20) days after the issuance of each monthly statement by SORD, either directly to SORD at the Post Office Box set forth above, or directly to such banking institution designated by SORD.

The Initial Rates for MSW disposal are set forth in Exhibit A. SORD, at the sole discretion of SORD or SORD's assigns, may, at any time after the first three (3) years of this Agreement, establish new disposal rates (the "Base Rates") herein to, (1) fully cover increases in disposal operating costs, (2) address changes in any laws, regulations, ordinances or guidelines, including changes regarding the construction or the operation of the landfill, promulgated by the EPA or the Oklahoma Department of Environmental Quality, or (3) adjust for any decrease in the volume of MSW being disposed of into the landfill. In the event of extraordinary or unforeseen expenses, SORD reserves the right to increase the Initial Rates set forth above to cover said expenses upon thirty (30) days written notice to and upon consultation with the CLIENT.

PARTIES' OBLIGATIONS

CLIENT shall collect and deliver all of CLIENT'S MSW, both commercial and residential, to SORD at the Landfill. Should CLIENT cease to publicly collect MSW, any agreement by and between CLIENT and a third-party collector to collect same shall be subject to this Agreement and provide for delivery of all such MSW so collected to be made to SORD consistent with the terms of this Agreement.

During the term of this Agreement, subject to the availability of airspace or any periodic quantity limitations imposed by applicable law, regulation, permits or otherwise, SORD shall receive and dispose of all the "MSW" delivered to SORD's disposal site, excluding radioactive, volatile, highly flammable, explosive, toxic, infectious, pathological, or hazardous waste.

Where requested by SORD, CLIENT shall, in addition to any labeling, placarding, marking, manifesting or other such documentation required by law, provide SORD, in advance, with a representative Sample of the solid waste to be disposed of by SORD, and with a detailed written physical and chemical description or analysis of the solid waste, including a listing of unique chemical characteristics and safety procedures, if such exists, that would be of material significance to the handling of such solid waste (“Waste Characterization Data Sheet" or “WCDS"). CLIENT shall promptly furnish to SORD any information regarding known, suspected, or planned changes in composition of such solid waste and CLIENT shall accordingly update the WCDS. CLIENT warrants that all solid waste specified in a WCDS and delivered to SORD shall conform to the description set forth on the WCDS.

OWNERSHIP OF WASTE

Ownership of the MSW and other waste delivered by CLIENT to SORD shall be transferred to and vest in SORD at the time the MSW and other waste is fully unloaded at the working face of the actual disposal site at the Landfill (or such other place to which the parties have agreed in writing) and the CLIENT'S vehicle has departed such working face. Prior thereto ownership of the MSW and other waste shall be in, and all risks and responsibilities for same, shall be borne by CLIENT.

COMPLIANCE WITH LAWS

SORD and CLIENT shall comply with all applicable local, state, and federal laws pertaining to the delivery and disposal of the MSW and other waste. CLIENT shall also comply with work and safety rules which have been promulgated by SORD to govern operations at the Landfill.

TERMINATION UPON DEFAULT

Either party shall have the right to terminate this Agreement in the event of a default by the other party of any of the provisions contained in this Agreement, which default is not cured within twenty (20) days of such default, after delivery to such defaulting party of written notice of such default. Any such decision regarding termination of this Agreement shall provide no less than one hundred twenty (120) days written notification by the terminating party delivered to the defaulting party that this Agreement is being terminated.

INDEMNITY

CLIENT hereby agrees to indemnify and hold SORD harmless from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, or fines, penalties or other damages imposed by any court or administrative body, including SORD's property, and injuries to or death of persons, including CLIENT's or SORD's employees, caused by or resulting from the negligence or willful misconduct or violation of any federal, state or local laws or regulations of CLIENT, its employees or agents or CLIENT's delivery to SORD of waste excluded from the definition of Municipal Solid Waste or otherwise expressly permitted by the terms of this Agreement.

SORD hereby agrees to indemnify and hold CLIENT harmless from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, or fines, penalties or other damages imposed by any court or administrative body, including CLIENT's property, and injuries to or death of persons, including SORD's or CLIENT's employees, to the extent caused by or resulting from the negligence or willful misconduct of SORD, its employees or agents.

FORCE MAJUERE

Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, or the revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the disposal site.

ASSIGNMENT

The Agreement and the interest of CLIENT in any facilities or equipment subject to this Agreement may not be sold, leased, pledged, assigned, or otherwise encumbered by CLIENT for any reason without the express prior approval of SORD. This agreement, SORD's interest in any facilities or equipment subject to this Agreement and the right of SORD to receive payment under this or any other Agreement may be assigned and reassigned in whole or in part to one or more assignees of SORD without the necessity of obtaining the consent of CLIENT. Any consent to assignment shall not be unreasonably withheld by SORD.

ENTIRE AGREEMENT

The Agreement constitutes the entire understanding between SORD and CLIENT hereto, and cancels and supersedes all prior negotiations, representations, understandings, and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modification to the Agreement will be effective unless in writing and signed by SORD and CLIENT hereto.

ATTORNEY FEES

In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on pay, a reasonable sum for the successful party's attorney fees.

MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party.

BINDING EFFECT

This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties.

NOTICES

Any notice, request, demand, and other communication given under this Agreement shall be in writing and shall be delivered personally or mailed, postage prepaid, by registered or certified mail, to the following address or addresses:

If to SORD, to: Executive Director, SORD
P.O. Box 1088
Ardmore, OK 73402

If to CLIENT, to: City of Marietta
101 W Main
Marietta, OK 73448

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS THEREOF, this Agreement is executed in duplicate this _____ day of ________________________________ , 2026.

Southern Oklahoma Regional Disposal, Inc.

By: ____

Name: (printed)________________________________

Title: ______________________________________

Date: ______________________________________

CLIENT:

City of Marietta

By: ____

Name: (printed)________________________________

Title: ______________________________________

Date: ______________________________________

SORD DISPOSAL SERVICE AGREEMENT
EXHIBIT A

SOUTHERN OKLAHOMA REGIONAL DISPOSAL, INC.

LANDFILL GATE RATE INCREASE

TRANSACTION CODE	YEAR 1 7/1/2026	YEAR 2 7/1/2027	YEAR 3 7/1/2028	YEAR 4 7/1/2029	YEAR 5 7/1/2030
DISPOSAL-MEMBER W/O DEQ	21.30	23.40	25.70	28.30	31.10
DEQ***	1.25	1.25	1.25	1.25	1.25
DISPOSAL-MEMBER W/DEQ	22.55	24.65	26.95	29.55	32.35
***DEQ SUBJECT TO CHANGE					

RESOLUTION ________________

A RESOLUTION AUTHORIZING APPLICATION FOR FINANCIAL ASSISTANCE FROM THE RURAL ECONOMIC ACTION PLAN FUND

WHEREAS, the City of Marietta desires to seek funding from the Rural Economic Action Plan Fund to purchase fire department related equipment; and

WHEREAS, it is in the best interest if the residents of the City of Marietta to expedite the preparation and submission of an application for financial assistance from the Rural Economic Action Plan Fund, in the form of a grant; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MARIETTA that City Administrator Scott Chaney and Police Chief Brett Harris are designated as contact persons for Southern Oklahoma Development Association, and are hereby authorized to sign all related documentation necessary to file for and process a grant through the Rural Economic Action Plan Fund on behalf of the City of Marietta.

PASSED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR of the City of Marietta on this 14th day of July 2026.

CITY OF MARIETTA

ATTEST

____

DESTRY RUSHING, MAYOR

____

DOTTIE GWIN, CITY CLERK

RESOLUTION _______________

RESOLUTION UPDATING SIGNATORIES TO CITY OF MARIETTA FINANCIAL ACCOUNTS

WHEREAS, it is necessary to establish and maintain certain financial accounts in order to exercise the powers and perform the duties relative to the functions lawfully imposed upon or assumed by the City of Marietta; and

WHEREAS, this resolution serves to memorialize the action of the governing body to provide for the modification of signatories to accounts maintained by the City of Marietta.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MARIETTA:

1. The following shall be authorized as signatories of the financial accounts detailed in this resolution:
   Brett Harris, Police Chief

2. Financial Accounts of the City of Marietta:
   BancFirst

######8297	Cemetery Care Fund
######1564	Credit Card Account
######0205	General Fund
######0469	Grant Fund
######2537	Payroll Account
######3969	Police Asset Forfeiture Fund
######1127	Safe Deposit
######5781	Sanitation Fund
######4103	Expense Account

PASSED by the City Council and **SIGNED** by the Mayor this 14th day of July 2026.

CITY OF MARIETTA

____

ATTEST

DESTRY RUSHING, MAYOR

____

DOTTIE GWIN, CITY CLERK

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. Caleb Carroll is hereby appointed as an employee of the City of Marietta to the position of Firefighter of the Fire Department, under the supervision of Fire Chief, to be effective 7/14/26.

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 N/A of the Grade and Step Structure adopted by City Council on August 12th, 2025.

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 14 day of July, 2026.

CITY OF MARIETTA

ATTEST

____
DESTRY RUSHING, MAYOR

____
DOTTIE GWIN, CITY CLERK

RESOLUTION ____________________

A RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT, MATERIALS, AND/OR SUPPLIES FOR THE CITY OF MARIETTA

WHEREAS, the purchase of equipment, materials and supplies is necessary to perform the duties relative to the functions lawfully imposed upon or assumed by the City of Marietta; and

WHEREAS, the following described equipment is needed to allow for the performance of the above described duties/functions; and

WHEREAS, in accordance with Section 2-172 of the Code of Ordinances, the following competitive bids for Kubota Zero turn mower
were submitted by Great Plenes Ardmore - $14,194.72

; and

WHEREAS, staff recommend the purchase of equipment as submitted by Great Plenes Ardmore, based upon the following justification: Only Kubota dealer in area

; and

WHEREAS, funding is available to provide for this expenditure within the budget of the current fiscal year, under the following department/account: Cem/Parks - Capital Outlay
.

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

1. The purchase of Kubota Zero Turn Mower
   as submitted by Great Plenes Ardmore is hereby approved.
2. The expenditure for the purchase will be deducted from the following department/account:
   Cem/Parks - Capital Outlay.

PASSED by the City Council and **SIGNED** by the Mayor this 14TH day of July, 2026.

CITY OF MARIETTA

ATTEST

____
DESTRY RUSHING, MAYOR

____
DOTTIE GWIN, CITY CLERK

Sourcewell
Ground Maintenance, CE, Utility
Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4600055337
Nebraska 14777 (OC)
Mississippi 8200067336

ZD1011-3-54 WEB QUOTE #2980545
Date: 7/6/2026 11:34:03 AM
-- Customer Information --
VERNON, TERRY
161906
CITY OF MARIETTA
TERRYVERNON0910@YAHOO.COM
580-276-7284

Quote Provided By
Great Plains Ardmore
BUDDY JORDAN
501 N. Commerce St
Ardmore, OK 73401
email: bjordan@gpkubota.com
phone: 5802237889

-- Standard Features --

Kubota

ZD1000 Series ZD1011-3-54

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE
3 Cylinder, Model # D782
19.3 Gross HP @ 3200 rpm
47.5 cu. in. Displacement
12v 430 Amp Hr. Battery
14 Amps Charging Output

TRANSMISSION
Hydrostatic Drive
(2) HST w/Gear Reduction
Brake - Wet Multi Disks
Forward Speeds 0 - 9 mph
Reverse Speeds 0 - 5 mph

STEERING / MOTION CONTROL
(2) Hand Levers, Adjustable
Hydraulically Damped, Adjustable

POWER TAKE OFF
Hydraulic Independent PTO
Shaft Drive Mower Deck
Wet Disk Clutch

FLUID CAPACITY
Fuel Tank 5.8 gal
Engine Coolant w/ Recovery Tank 3.11 qts
Crankcase w/ Filter 3.7 qts
Transmission Case and Axle Gear 7.9 qts

SAFETY EQUIPMENT
Electric Key Shut Off
Control Lever Safety Switch
Parking Brake Safety Switch
Foldable ROPS
Seat Safety Switch

DIMENSIONS
Height 74.4"
Length 87.8"
Width Overall 67.3"
Wheelbase 54.3"

OPERATING FEATURES
Zero Turn Radius
Dual Element Air Filter
Adj. Front Axle: Rigid/Oscillating
Deluxe Suspension Seat w/ Kubota Exclusive Design
Hands-free Hydraulic Deck Lift
Hands-free Parking Brake
Cup Holder

MOWER
6" Deep, Pro Deck w/ACS
1-5" Cut Height, Adjustable
1/4" Increments
Flexible Discharge Cover
3 Blades
ZD1011-54, 8 Gauge, 54" Cut

+ Manufacturer Estimate

TIRES AND WHEELS
Front 13 x 5.0 - 6
Rear 24 x 9.5-14 Turf, Low Profile

-- Custom Options --

ZD1011-3-54 Base Price:	$17,349.00
Configured Price:	$17,349.00
Sourcewell Discounts:	
Kubota Items:	($3,816.78)
Total Discount:	($3,816.78)
SUBTOTAL:	$13,532.22
Kubota Item Fees:	
Dealer Assembly:	$0.00
Freight Cost:	$262.50
PDI:	$400.00
Total Unit Price:	$14,194.72
Quantity Ordered:	1
Final Sales Price:	$14,194.72

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.