NOTICE AND AGENDA OF THE REGULAR MEETING OF THE MARIETTA CITY COUNCIL

Tuesday, November 10, 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 October 13, 2026, and the special meeting on October 22, 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. Declaring Love County Chamber of Commerce Christmas Celebration a special event and authorizing street closures.
2. Consideration and possible action relating to holiday bonuses for City employees and volunteers.
3. Discussion and possible action to approve a SOW with CivicPlus for our website and meeting software.
4. Discussion and possible action to adopt the 2024 International Building Code, International Property Maintenance Code, International Plumbing Code, International Mechanical Code, and the NFPA1(National Fire Code).
5. Discussion and possible action to update signatories on financial accounts.
6. Discussion and possible actin to purchase material for the street department.
7. Discussion and possible action to amend Chapter 22 of the Marietta City Ordinance.
8. Discussion and possible action to purchase supplies for the police department.
9. Discussion and possible action to amend Section 2-171 of the Marietta Code of Ordinances.
10. Discussion and possible action to amend Section 2-172 of the City of Marietta Code of Ordinances.
11. Amendments to budget for fiscal year ending June 30, 2027.
12. Executive session to discuss the employment of De'von Jamison as a sanitation equipment operator, and the hours, duties, compensation and benefits of said De'von Jamison, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).
13. Executive session to discuss the employment of Alfredo Torres as a Police Officer, and the hours, duties, compensation and benefits of said Alfredo Torres, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).
14. Executive session to discuss the employment of ALL EMPLOYEES of the City of Marietta Police Department, pursuant to Title 25, Oklahoma Statutes, Section 307 (B) (1). (Notice: Without stating each individual name herein, all employees of the Police Department, full-time and part-time, with the City of Marietta, are notified that their employment and/or appointment will be discussed in this executive session.)
15. The employment of De'von Jamison as a sanitation equipment operator, and the hours, duties, compensation and benefits of said De'von Jamison, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).
16. The employment of Alfredo Torres as a Police Officer, and the hours, duties, compensation and benefits of said Alfredo Torres, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).
17. The employment of ALL EMPLOYEES of the City of Marietta Police Department, pursuant to Title 25, Oklahoma Statutes, Section 307 (B) (1).

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, November 6, 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, November 10, 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 October 13, 2026, and the special meeting on October 22, 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. Declaring Love County Chamber of Commerce Christmas Celebration a special event and authorizing street closures.
2. Consideration and possible action relating to holiday bonuses for City employees and volunteers.
3. Discussion and possible action to approve a SOW with CivicPlus for our website and meeting software.
4. Discussion and possible action to adopt the 2024 International Building Code, International Property Maintenance Code, International Plumbing Code, International Mechanical Code, and the NFPA1(National Fire Code).
5. Discussion and possible action to update signatories on financial accounts.
6. Discussion and possible actin to purchase material for the street department.
7. Discussion and possible action to amend Chapter 22 of the Marietta City Ordinance.
8. Discussion and possible action to purchase supplies for the police department.
9. Discussion and possible action to amend Section 2-171 of the Marietta Code of Ordinances.
10. Discussion and possible action to amend Section 2-172 of the City of Marietta Code of Ordinances.
11. Amendments to budget for fiscal year ending June 30, 2027.
12. Executive session to discuss the employment of De'von Jamison as a sanitation equipment operator, and the hours, duties, compensation and benefits of said De'von Jamison, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).
13. Executive session to discuss the employment of Alfredo Torres as a Police Officer, and the hours, duties, compensation and benefits of said Alfredo Torres, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).
14. Executive session to discuss the employment of ALL EMPLOYEES of the City of Marietta Police Department, pursuant to Title 25, Oklahoma Statutes, Section 307 (B) (1). (Notice: Without stating each individual name herein, all employees of the Police Department, full-time and part-time, with the City of Marietta, are notified that their employment and/or appointment will be discussed in this executive session.)
15. The employment of De'von Jamison as a sanitation equipment operator, and the hours, duties, compensation and benefits of said De'von Jamison, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).
16. The employment of Alfredo Torres as a Police Officer, and the hours, duties, compensation and benefits of said Alfredo Torres, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).
17. The employment of ALL EMPLOYEES of the City of Marietta Police Department, pursuant to Title 25, Oklahoma Statutes, Section 307 (B) (1).

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, November 6, 2026.

Scott Chaney, Deputy City Clerk
Dottie Gwin, City Clerk

Dottie Gwin

CITY OF MARIETTA OKLAHOMA

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

Tuesday, October 13, 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.

Meeting called to order at 6:06 p.m. by Mayor Rushing.

ROLL CALL AND DECLARATION OF QUORUM.

PRESENT
Mayor Destry Rushing
Council Member Samantha Aldaba
Council Member Crystal Cohee
Council Member Stephanie Furrh
Council Member Matt Barber
Council Member Katlyn Caldwell
Council Member Ramona Willis

ABSENT
Council Member Tommy Kiser

INVOCATION.

Invocation given by Scott Chaney.

PLEDGE OF ALLEGIANCE.

Pledge of Allegiance led by Matt Barber.

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.

Motion made by Council Member Barber to approve the Consent Agenda, Seconded by Council Member Furrh.
Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Furrh, Council Member Barber, Council Member Caldwell, Council Member Willis

1. Approval of the agenda as part of the minutes.
2. Approval of the minutes of the regular meeting on September 8, 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.

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.

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 stated they are hoping to start some street repairs next week. Also working with the School on a Christmas light display.

REGULAR BUSINESS.

1. Consideration and possible action relating to the establishment of City holidays for the calendar year 2027.

   Motion made by Council Member Barber to adopt Resolution 2026-24 as presented, Seconded by Council Member Caldwell.
   Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Furrh, Council Member Barber, Council Member Caldwell, Council Member Willis

2. Consideration and possible action relating to notice of regular meetings of the City Council for the calendar year 2027.

   Motion made by Council Member Barber to adopt Resolution 2026-25 as presented, Seconded by Council Member Cohee.
   Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Furrh, Council Member Barber, Council Member Caldwell, Council Member Willis

3. Consideration and possible action regarding the purchase of a new roof for the Marietta Municipal Building.

   Motion made by Council Member Barber to award the bid to Get Roofed, Seconded by Council Member Furrh.
   Voting Yea: Council Member Furrh, Council Member Barber, Council Member Caldwell
   Voting Nay: Mayor Rushing, Council Member Aldaba, Council Member Cohee, Council Member Willis

Motion made by Council Member Aldaba to award the roofing bid to Cooke County Roofing as presented in Resolution 2026-26, Seconded by Council Member Cohee.
Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Furrh, Council Member Caldwell, Council Member Willis
Voting Nay: Council Member Barber

4. Discussion and possible action regarding the creation of a live stream policy.

   Motion made by Council Member Barber to adopt the Live Stream Policy to be effective this date, Seconded by Council Member Caldwell.
   Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Furrh, Council Member Barber, Council Member Caldwell, Council Member Willis

5. Discussion and possible action regarding the updating of cemetery ordinances.

   Motion made by Council Member Barber to table Item #5, Seconded by Council Member Caldwell.
   Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Furrh, Council Member Barber, Council Member Caldwell, Council Member Willis

6. Discussion and possible action to approve a SOW with CivicPlus for our website and meeting software.

   Motion made by Council Member Barber to table Item #6, Seconded by Council Member Furrh.
   Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Furrh, Council Member Barber, Council Member Caldwell, Council Member Willis

7. Discussion and possible action to amend Section 2-171 of the Marietta Code of Ordinances.

   Motion made by Council Member Barber to table Item #7 to allow the City Administrator and Supervisors to get more information to the Council, Seconded by Council Member Willis.
   Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Furrh, Council Member Barber, Council Member Caldwell, Council Member Willis

8. Discussion and possible action to amend Section 2-172 of the Code of Ordinances of the City of Marietta.

   Motion made by Council Member Barber to table Item #8 to allow the City Administrator and Supervisors to get more information to the Council, Seconded by Council Member Willis.
   Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Furrh, Council Member Barber, Council Member Caldwell, Council Member Willis

9. Executive session to discuss the employment of Diana Hernandez as the Court Clerk, and the hours, duties, compensation and benefits of said Diana Hernandez, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).

   Motion made by Council Member Aldaba to go into Executive Session at 7:25 p.m., Seconded by Council Member Furrh.
   Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Furrh, Council Member Barber, Council Member Caldwell, Council Member Willis

   Returned to Open Session at 8:11 p.m.

10. Executive session to discuss the employment of Melanie Gonzalez as the Court Clerk, and the hours, duties, compensation and benefits of said Melanie Gonzalez, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).

No action.

11. Executive session to discuss the employment of Stephanie Cannon as the Deputy City Clerk/Court Clerk, and the hours, duties, compensation and benefits of said Stephanie Cannon, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).

Motion made by Council Member Aldaba to go into Executive Session at 7:25 p.m., Seconded by Council Member Furrh.
Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Furrh, Council Member Barber, Council Member Caldwell, Council Member Willis

Returned to Open Session at 8:11 p.m.

12. Executive session to discuss the employment of Selina Barrientos as the Deputy City Clerk/Court Clerk, and the hours, duties, compensation and benefits of said Selina Barrientos, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).

    Motion made by Council Member Aldaba to go into Executive Session at 7:25 p.m., Seconded by Council Member Furrh.
    Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Furrh, Council Member Barber, Council Member Caldwell, Council Member Willis

    Returned to Open Session at 8:11 p.m.

13. Executive session to discuss the employment of ALL EMPLOYEES of the City of Marietta, pursuant to Title 25, Oklahoma Statutes, Section 307 (B) (1). (Notice: Without stating each individual name herein, all employees, full-time and part-time, with the City of Marietta, are notified that their employment and/or appointment will be discussed in this executive session.)

    Motion made by Council Member Aldaba to go into Executive Session at 7:25 p.m., Seconded by Council Member Furrh.
    Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Furrh, Council Member Barber, Council Member Caldwell, Council Member Willis

    Returned to Open Session at 8:11 p.m.

14. The employment of Diana Hernandez as the Court Clerk, and the hours, duties, compensation and benefits of said Diana Hernandez, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).

    Motion made by Council Member Barber to adopt Resolution 2026-27 as presented with amendments, Seconded by Council Member Aldaba.
    Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Furrh, Council Member Barber, Council Member Caldwell, Council Member Willis

15. The employment of Melanie Gonzalez as the Court Clerk, and the hours, duties, compensation and benefits of said Melanie Gonzalez, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).

    No action.

16. The employment of Stephanie Cannon as the Deputy City Clerk/Court Clerk, and the hours, duties, compensation and benefits of said Stephanie Cannon, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).

    No action.

17. The employment of Selina Barrientos as the Deputy City Clerk/Court Clerk, and the hours, duties, compensation and benefits of said Selina Barrientos, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).

    No action.

18. The employment of all employees of the City of Marietta, and the hours, duties, compensation and benefits of said all employees, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).

    Motion made by Council Member Barber to adopt Resolution 2026-28 as amended, Seconded by Council Member Willis.
    Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Furrh, Council Member Barber, Council Member Caldwell, Council Member Willis

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.

Mayor Rushing gave birthday announcements.

ADJOURN.

Meeting adjourned at 8:17 p.m.

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, October 9, 2026.

Scott Chaney, Deputy City Clerk
Dottie Gwin, City Clerk

Dottie Gwin



NOTICE AND MINUTES OF THE SPECIAL MEETING OF THE MARIETTA CITY COUNCIL

Thursday, October 22, 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.

Meeting called to order by Mayor Rushing at 6:02 p.m.

ROLL CALL AND DECLARATION OF QUORUM.

PRESENT
Mayor Destry Rushing
Council Member Crystal Cohee
Council Member Stephanie Furrh
Council Member Matt Barber
Council Member Katlyn Caldwell
Council Member Ramona Willis

ABSENT
Council Member Samantha Aldaba
Council Member Tommy Kiser

INVOCATION.

Invocation given by Scott Chaney.

PLEDGE OF ALLEGIANCE.

Pledge of Allegiance led by Matt Barber.

REGULAR BUSINESS.

1. Executive session to discuss the employment of Selina Barrientos as the Deputy City Clerk/Operations Official, and the hours, duties, compensation and benefits of said Selina Barrientos, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).

   Motion made by Council Member Barber to go into Executive Session at 6:04 p.m.on Items 1 and 2, Seconded by Council Member Caldwell.
   Voting Yea: Council Member Cohee, Council Member Furrh, Council Member Barber, Council Member Caldwell, Council Member Willis

   Return to Open Session at 6:54 p.m.

2. Executive session to discuss the employment of Melanie Gonzalez as the Operations Official, and the hours, duties, compensation and benefits of said Melanie Gonzalez, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).

   Motion made by Council Member Barber to go into Executive Session at 6:04 p.m.on Items 1 and 2, Seconded by Council Member Caldwell.

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

Return to Open Session at 6:54 p.m.

3. The employment of Selina Barrientos as the Deputy City Clerk/Operation Official, and the hours, duties, compensation and benefits of said Selina Barrientos, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).

   Motion made by Council Member Furrh to employ Selina Barrientos as the Deputy City Clerk/Operations official, Seconded by Council Member Caldwell.
   Voting Yea: Council Member Furrh, Council Member Caldwell
   Voting Nay: Council Member Cohee, Council Member Barber, Council Member Willis

4. The employment of Melanie Gonzalez as the Operation Official, and the hours, duties, compensation and benefits of said Melanie Gonzalez, pursuant to Title 25 Oklahoma Statutes, Section 307 B (I).

   Motion made by Council Member Barber adopt Resolution 2026-28 as presented, Seconded by Council Member Willis.
   Voting Yea: Council Member Cohee, Council Member Barber, Council Member Caldwell, Council Member Willis
   Voting Nay: Council Member Furrh

ADJOURN.

Meeting adjourned at 6:58 p.m.

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, October 20, 2026.

Scott Chaney, Deputy City Clerk
Dottie Gwin, City Clerk

Dottie Gwin

CITY OF MARIETTA OKLAHOMA

RESOLUTION _____

DECLARING A CHRISTMAS CELEBRATION ORGANIZED BY THE LOVE COUNTY CHAMBER OF COMMERCE A SPECIAL EVENT AND AUTHORIZING STREET CLOSURES TO ACCOMMODATE THE EVENT

WHEREAS, the Love County Chamber of Commerce is planning a special event to be held within the corporate limits of the City of Marietta on Monday, December 7th, 2026; and

WHEREAS, it will be necessary to close various streets within the City of Marietta to accommodate the celebration; and

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

1. The Love County Chamber of Commerce Christmas celebration, scheduled for December 7th, 2026, is recognized as a special event within the City of Marietta.

2. The City Administrator/Chief of Police may authorize the closure of City streets located adjacent to the event area to provide for safe and effective movement of traffic and pedestrians.

PASSED by the City Council and **SIGNED** by the Mayor this 10th day of November, 2026.

CITY OF MARIETTA

ATTEST

_____
DESTRY RUSHING, MAYOR

_____
DOTTIE GWIN, CITY CLERK

RESOLUTION _____

AUTHORIZING HOLIDAY BONUS FOR FULL-TIME AND PART-TIME EMPLOYEES AND POLICE AND FIRE DEPARTMENT VOLUNTEERS

WHEREAS, City of Marietta has regularly given a holiday bonus to all full-time, part-time and volunteers for the Police Department and the Fire Department; and

WHEREAS, the City has funds available in the in the bank and budget due to half a year of not hiring an employee and cash carry over.

WHEREAS, the City Council desires to use those unused salary and insurance funds and funds in the bank in the form of a holiday bonus;

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

1. Full-time employees shall be issued a holiday bonus in the gross amount of $750.
2. Part-time employees shall be issued a holiday bonus in the gross amount of $300.
3. Reserve police officers and volunteer firefighters shall be issued a holiday bonus in the gross amount of $125.

PASSED BY THE CITY COUNCIL and **SIGNED BY THE MAYOR** of the City of Marietta this 10th day of November 2026.

CITY OF MARIETTA

ATTEST: _____
DESTRY RUSHING, MAYOR

_____
DOTTIE GWIN, CITY CLERK

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-123877-1
CivicPlus Pricing Approval Date: 9/21/2026 1:27 PM
Expires On: 10/1/2026

Client:
City of Marietta, OK

Bill To:
MARIETTA CITY, OKLAHOMA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Heather Jacobs		heather.jacobs@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM Select: Conversion Pro Premium Implementation	AMM Select: Conversion Pro Premium Implementation

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM Select: AI Editing Assistant	AMM Select: AI Editing Assistant
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee

QTY	PRODUCT NAME	DESCRIPTION
1.00	Conversion Pro Premium Package	Conversion Pro Premium Package

Total Investment - Initial Term	USD 5,300.00
Annual Recurring Services (Subject to Uplift)	USD 5,300.00

Initial Term	7/1/2027 - 6/30/2028, Renewal Term 7/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced on Initial Term Start Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-123877-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
_____	_____
By (please sign):	By (please sign):
_____	_____
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:

_____
Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____
Mailing Address: (If different from above)

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-123654-1
CivicPlus Pricing Approval Date: 9/23/2026 11:15 AM
Expires On: 10/28/2026

Client:
City of Marietta, OK

Bill To:
MARIETTA CITY, OKLAHOMA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Heather Jacobs		heather.jacobs@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup (http://URL)
1.00	Municipal Websites Central: Migration Standard Implementation	Includes full setup and configuration of the approved website design
1.00	Municipal Websites Central: Meeting Migration	All publicly available word / pdf formatted meetings and agendas migrated
1.00	Municipal Websites Central: Content Migration	All publicly available non-time sensitive published content migrated while maintaining formatting. Spelling & Links check completed.
1.00	Municipal Websites Central: Blended Training	Included blended system training, online learning paired with access to a trainer for a 1-hour for questions and learning reinforcement.

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Municipal Websites Central: Starter Standard Annual Fee	Municipal Websites Central : Starter Standard Annual Fee
1.00	Municipal Websites Central: Starter Hosting and Security Annual Fee	Municipal Websites Central: Module Based Hosting and Security Annual Fee

QTY	PRODUCT NAME	DESCRIPTION
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: URL
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: URL

Total Investment - Initial Term	USD 5,300.00
Annual Recurring Services (Subject to Uplift)	USD 5,300.00

Initial Term	7/1/2027 - 6/30/2028, Renewal Term 7/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced on Initial Term Start Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-123654-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
_____	_____
By (please sign):	By (please sign):
_____	_____
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:

_____
Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____
Mailing Address: (If different from above)

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

CIVICPLUS

CivicPlus Master Services Agreement

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the customer entity identified on the SOW ("Customer"). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as "Party" and jointly as "Parties".

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the "Services"); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for Customer's breach, Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy

provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a $5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and

intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing

innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our Privacy Policy; or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application

agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center (civicplus.help) to obtain each product's support hours. After hours support is available by toll- free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES.EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN

THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Customer.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer's continued use of the Services following such updates constitutes Customer's acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

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 2 loads of Asphalt were submitted by EZ Street Paving Materials - $6,380.00; and

WHEREAS, staff recommend the purchase of equipment as submitted by EZ Street Paving Materials, based upon the following justification: Only location where we can get this type of asphalt locally; and

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

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

1. The purchase of 2 loads of Asphalt as submitted by EZ Street Paving Materials is hereby approved.
2. The expenditure for the purchase will be deducted from the following department/account: Streets / 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

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. De'von Jamison is hereby appointed as an employee of the City of Marietta to the position of Sanitation Equipment Operator of the Sanitation Department, under the supervision of Sanitation Supervisor, to be effective 11/10/26.

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 _____ 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 _____ day of _____, 2026.

CITY OF MARIETTA

ATTEST

_____
DESTRY RUSHING, MAYOR

_____
DOTTIE GWIN, CITY CLERK