NOTICE AND AGENDA OF THE REGULAR MEETING OF THE MARIETTA CITY COUNCIL Tuesday, July 08, 2025 at 6:00 PM

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

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

CALL TO ORDER.

ROLL CALL AND DECLARATION OF QUORUM.

INVOCATION.

PLEDGE OF ALLEGIANCE.

CONSENT AGENDA.

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

- 1. Approval of the agenda as part of the minutes.
- 2. Approval of the minutes of the regular meeting on June 10, 2025.
- 3. Approval of financial reports.
- 4. Approval of purchase orders and expenditures from the following accounts/funds, if any: general fund; sanitation fund; cemetery care fund; expense account; grant fund; police asset forfeiture account; payroll account.

ITEMS REMOVED FROM CONSENT AGENDA.

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

CORRESPONDENCE.

PUBLIC PARTICIPATION.

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

CITY ADMINISTRATOR'S REPORT.

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

REGULAR BUSINESS.

1. Application to 2026 Community Development Block Grant - Rural Economic Action Plan.

Agenda - Regular Meeting July 08, 2025 Page 1 of 2

- 2. Purchas skid steer planer for Operations Department.
- 3. Purchas skid steer compactor for the Operations Department.
- 4. Discussion and action regarding demolishing or repairing the Marietta Train Depot.
- 5. Pay raises for Council Members and any or all other elected officials for the City of Marietta.
- 6. 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.)
- 7. Any action, and further discussion if necessary, on the employment and/or the appointment of any or all full-time and part-time employees, with the City of Marietta.

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, 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, July 4th, 2025.

Scott Chaney, Deputy City Clerk Dottie Gwin, City Clerk

1) otte Gurn

Agenda - Regular Meeting July 08, 2025 Page **2** of **2**

NOTICE AND AGENDA OF THE REGULAR MEETING OF THE MARIETTA CITY COUNCIL Tuesday, July 08, 2025 at 6:00 PM

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

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REGULAR BUSINESS.

Application to 2026 Community Development Block Grant - Rural Economic Action Plan.

Agenda - Regular Meeting July 08, 2025 Page **1** of **2**

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NEW/UNFORESEEN BUSINESS.

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MAYOR'S COMMENTS.

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ADJOURN.

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Scott Chaney, Deputy City Clerk Dottie Gwin, City Clerk

1) otte Gurn

Agenda - Regular Meeting July 08, 2025 Page **2** of **2**

NOTICE AND MINUTES OF THE REGULAR MEETING OF THE MARIETTA CITY COUNCIL Tuesday, June 10, 2025 at 6:00 PM

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

CALL TO ORDER.

The meeting was called to order at 6:00 p.m. by Mayor Rushing

ROLL CALL AND DECLARATION OF QUORUM.

A quorum was declared to conduct business.

PRESENT

Mayor Destry Rushing
Council Member Samantha Aldaba
Council Member Crystal Cohee
Council Member Tommy Kiser
Council Member Matt Barber
Council Member Ramona Willis
Council Member Stephanie Furrh

ABSENT

City Clerk Dottie Gwin

INVOCATION.

Invocation was given by Scott Chaney.

PLEDGE OF ALLEGIANCE.

The Pledge of Allegiance was 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 Kiser, Seconded by Council Member Furrh to approve the consent agenda.

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

- 1. Approval of the agenda as part of the minutes.
- 2. Approval of the minutes of the regular meeting on May 13, 2025.
- 3. Approval of financial reports.
- 4. Approval of purchase orders and expenditures from the following accounts/funds, if any: general fund; sanitation fund; cemetery care fund; expense account; grant fund; police asset forfeiture account; payroll account.

Minutes - Regular Meeting June 10, 2025 Page 1 of 4

ITEMS REMOVED FROM CONSENT AGENDA.

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

There were no items removed from the consent agenda.

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.

Scott Chaney gave an update on current economic status of the city.

REGULAR BUSINESS.

1. Public hearing regarding budget for fiscal year ending June 30, 2026.

A public hearing was for the discussion of the budget for the fiscal year.

There was no discussion.

Motion made by Council Member Barber, Seconded by Council Member Willis to close the public hearing.

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

2. Discussion and possible action to approve the budget for fiscal year ending June 30, 2026.

The budget was presented.

Motion made by Council Member Barber, Seconded by Council Member Cohee to approve resolution 2025-10 to approve said budget.

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

3. Engagement with Rahhal, Henderson, Willis, PLLC for preparation of financial statements for the fiscal year ending June 30, 2025.

A brief discussion was had regarding the purposed engagement letter with said CPA firm.

Motion made by Council Member Kiser, Seconded by Council Member Willis to approve entering said engagement agreement.

Minutes - Regular Meeting June 10, 2025 Page **2** of **4** Voting Yea: Council Member Aldaba, Council Member Cohee, Council Member Kiser, Council Member Barber, Council Member Willis, Council Member Furrh

4. Discussion and Possible Action to approve Southern OK Development Assoc. (SODA) to prepare US Commerce/EDA and OK CDBG fundings & grant proposal applications and to administer projects when awarded.

Shane Frye with SODA made a presentation.

Motion made by Council Member Barber, Seconded by Council Member Kiser to approve Southern Oklahoma Development Assoc. (SODA) to prepare US Commerce/EDA and OK CDBG fundings & grant proposals applications and to administer projects when awarded.

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

5. Discussion and possible action for the City of Marietta to lease and use property owned by Marietta Public Schools located in the 800 Block S. Hwy 77 southwest of Marietta City Hall.

Scott Chaney presented the proposed lease.

Motion made by Council Member Furrh, Seconded by Council Member Kiser to approve said lease with a five year term and 1 dollar per year rent to be submitted to the Marietta Schools for approval.

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

6. Discussion and possible action on the contract of the City attorney and hourly rate.

The contract with the attorney was presented.

Motion made by Council Member Barber, Seconded by Council Member Kiser to approve said contract.

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

7. Declare as surplus certain equipment and provide for disposal of same.

Items that need to be surplused was discussed.

Motion made by Council Member Kiser, Seconded by Council Member Aldaba to approve resolution 20025-11 as presented.

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

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.

Minutes - Regular Meeting June 10, 2025 Page **3** of **4** The Mayor discussed the street repairs that are needed the cost for said repairs.

ADJOURN.

Meeting was adjourned at 6:35 p.m. by Mayor Rushing.

Scott Chaney, Deputy City Clerk Dottie Gwin, City Clerk

1) otte Gwrn

RESOLUTION 2025 - 12

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 Fire Chief Dusty Michael 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 8th day of July 2025.

| | CITY OF MARIETTA |
|-------------------------|-----------------------|
| ATTEST | DESTRT RUSHING, MAYOR |
| DOTTIE GWIN, CITY CLERK | |

RESOLUTION 2025 - 12

| RESOLUTION | |
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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 | on 2-172 of the Code of Ordinances, the following |
|---|--|
| competitive bids for Skid Steer Plane | |
| | 25,00 |
| were submitted by Water Per 4 21,48 | 0, |
| | ; and |
| WHEREAS, staff recommend the | purchase of equipment as submitted by |
| | e following justification: Only dealer |
| that has product available | |
| | ; and |
| NOW, THEREFORE, BE IT RESOL | NED by the City Council of the City of Marietta: |
| 1. The purchase of Skid Steer plan as submitted by Warren Cat | is hereby approved. |
| | deducted from the following department/account: |
| PASSED by the City Council and SIGN | NED by the Mayor this 8 TH day of July, 2025. |
| | CITY OF MARIETTA |
| ATTEST | |
| | DESTRY RUSHING, MAYOR |
| DOTTIE GWIN, CITY CLERK | |

11

WARREN CAT

SALES AGREEMENT

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| o cus | TOMER CONTACT: | PRODUCT SUPPORT | | | | | | | | |
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| | such equipment to CATD Exchange Services, LLC, a | qualified intermedi | ary, as part of an Internal Revenue Code Section | n 1 |
|-------------------|--|---------------------|--|-----|
| | WARREN CAT | | PL | IRC |
| ORDER RECEIVED BY | Hargis, Christopher | | APPROVED AND ACCEPTED ON | |
| | | REPRESENTATIVE | CITY OF MARIETTA | |
| | | | | |

Product Specifications For PC306

CAT

Working Width

23.6 in

Maximum Cutting Depth

6.7 in

Required Hydraulics

High Flow

Overall Width

73.1 in

Overall Length

49.1 in

Overall Height

36.6 in

Weight

2107.6 lb

Optimal Hydraulic Flow

98-125 L/min (26-33 gpm)

Optimal Hydraulic Pressure

230-280 bar (3300-4000 psi)

Drum Speed

149 rpm

Optional Drum Widths/Depths

80/200, 150/200, 300/200, 450/200, 600/170 mm (3/8, 6/8, 12/8, 18/8,

24/7 in)

Tilt Angle Range +/-

8 degrees

Side Shift Travel

29.5 in

Conical Bits

54

Standard Bit Type

All Purpose

RESOLUTION 2025 - 14

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 Skid Steer Compa | ctor |
| were submitted by Warren Cat - \$ 11,285 | |
| | |
| | ; and |
| WHEREAS, staff recommend the | purchase of equipment as submitted by |
| Warren (at , based upon the | following justification: Only dealer that |
| tto himmi oantituto | ; and |
| current fiscal year, under the following department | ent/account: Streets (Capital Outlay |
| | VED by the City Council of the City of Marietta: |
| 1. The purchase of Stid Geer Compa | ctor |
| as submitted by Warren Cat | is hereby approved. |
| 2. The expenditure for the purchase will be de- | educted from the following department/account: |
| Arcets/Capital Outlay | · |
| PASSED by the City Council and SIGN | ED by the Mayor this 8 TH day of July, 2025. |
| | CITY OF MARIETTA |
| ATTEST | |
| | DESTRY RUSHING, MAYOR |
| DOTTIE GWIN. CITY CLERK | |

SALES AGREEMENT

| PAYMENT PERIOD DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED WE: CATERPILLAR MODEL: SSL, COMP S YE OCK NUMBER: C146639 SERIAL NUMBER: ORCZ01693 SRATORY COMPACTOR, CV119 ARRANGE C146639 SERIAL NUMBER: ORCZ01693 SERIAL NUMBER: ORCZ01693 ARTANGE C146639 SERIAL NUMBER: ORCZ01693 AFTER TRADE-IN EQUIPMENT SERIAL NO. SELL NET B AFTER TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OSS STRADE ALLOWANCE YOU'T O AMOUNT OWING WARREN CAT TO PAY OUT CHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE E AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE. [CATERPILLAR EQUIPMENT WARRANTY] INITIAL Be customer acknowledges that he has received a copy of the Warren CAT/Caterpillar Warranty and has read and understood said a ranny. Scheduled oil sampling (S.O. S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated a grants from all power train components and failure of do so may result in voiding the warranty. | | | | 1 |
|--|----------------|-----------------------|-----------------------------|------------------------------|
| STREET ADDRESS 700 SOUTH HWY 77 CITYSTATE MARIETTA, OK COUNTY LOVE POSTAL CODE 73448 PHONE NO. 580 276 5569 CUSTOMER CONTACT: PRODUCT SUPPORT NOUSTRY CODE: COVT GENERAL USAGE (207G) PRINCIPAL WORK CODE ISTOMER 9982920 Sales Tax Exemption # (# applicable) TAX/EX GOVT PAYMENT TERMS: VET PAYMENT ON RECEIPT OF INVOICE PAYMENT ON PRODUCT SUPPORT CASH WITH ORDER \$0.00 BALANCE TO FINANCE \$0.00 CONTR PAYMENT PERIOD PAYMENT AMOUNT 0.00 NUMBE DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED WEE: CATERPILLAR MODEL: SSL COMP S OCK NUMBER: C146639 SERIAL NUMBER: ORCZ01693 BRATORY COMPACTOR, CV119 ART TRADE-IN EQUIPMENT SEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY ORDER AND ARRANTS IT TO BE TAXPES AND ALL CAMES AND SECURITY INTEREST EXCEPT AS SHOWN ARRANTS IT TO BE E AND CLEAR PERSEY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE E AND CLEAR PERSEY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE E AND CLEAR PERSEY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE E AND CLEAR OF ALL CLAIMS. LIENS. MORTCAGES AND SECURITY INTEREST EXCEPT AS SHOWN ARROY. PAYMENT PROVIDED AND ARRANTS IT TO BE E AND CLEAR OF ALL CLAIMS. LIENS. MORTCAGES AND SECURITY INTEREST EXCEPT AS SHOWN ARROY. PAYMENT PROVIDED AND ARRANTS IT TO BE E AND CLEAR OF ALL CLAIMS. LIENS. MORTCAGES AND SECURITY INTEREST EXCEPT AS SHOWN ARROY. PAYMENT PROVIDED AND ARRANTS IT TO BE E AND CLEAR OF ALL CLAIMS. LIENS. MORTCAGES AND SECURITY INTEREST EXCEPT AS SHOWN ARROY. PAYMENT PROVIDED AND ARRANTS IT TO BE E AND CLEAR OF ALL CLAIMS. LIENS. MORTCAGES AND SECURITY INTEREST EXCEPT AS SHOWN ARROY. PAYMENT PROVIDED AND ARRANTS IT TO BE E AND CLEAR OF ALL CLAIMS. LIENS. MORTCAGES AND SECURITY INTEREST EXCEPT AS SHOWN ARROY. PAYMENT PROVIDED AND ARRANTS IT TO BE E AND CLEAR OF ALL CLAIMS. LIENS AND ARRANTS IT TO BE E AND CLEAR OF ALL CLAIMS. LIENS AND ARRANTS IT TO BE E AND CLEAR OF ALL CLAIMS. LIENS AND ARRANTS IT TO BE E AND CLE | hone: (4 | 32) 571-4200 | | |
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| | such equipment to CATD Exchange Services, LL | .C, a qualified intermediary, as part of an Internal Revenue Co | de Section 1031 exchange. |
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| | WARREN CAT | | PURCHASER |
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| | | DEDDERENTATORE | |

REPRESENTATIVE CITY OF MARIETTA

PURCHASER

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Product Specifications For CV119

CAT

Drum Width 73 in

Weight 2138.5 lb

Required Hydraulics Standard Flow

Overall Width 80 in

Height 25 in

Length 39.7 in

Drum Diameter 25 in

Optimal Hydraulic Flow 42-86 L/min (11-23 gpm)

Optimal Hydraulic Pressure 145-235 bar (2100-3400 psi)

Drum Frequency at Maximum Flow 2,946 vibrations/minute

Drum Oscillation Tilt Range ± 15 degrees

Dynamic Force 11902.7 lb

Amplitude 0.043 in

Motor Size 1.7 in³

Drive Method Gear Motor - Direct