

MEETING NOTICE & AGENDA

# MARION CITY COUNCIL

Monday, October 16, 2017 – 6:00 p.m.  
Marion City Hall, 217 South Main Street, Marion, KY

Regular Meeting

Call to Order

Public Comments

BUSINESS AGENDA

1. Approval of the Minutes of September 18, 2017 Council Meeting
2. Consideration of 2017 Marion Priority List
3. Consideration of Resolution #17-05, entitled, "A Resolution Authorizing Action on the Marion Sidewalk Project"
4. Proclamation: November 12 to 18, 2017 Nurse Practitioner Week in Marion, Kentucky
5. Consideration of Relisting Surplus Fire Truck
6. Discussion on Public Awareness Process for Prisoners
7. Update on Sanitary Sewer Projects
8. Update on Country Club Drive
9. Mayor/Council/Staff Comments & Questions
10. Adjourn

To: Mayor and City Council  
From: Adam Ledford, City Administrator  
Re: Agenda Description  
Date: October 16, 2017

Call to Order  
Public Comments

### **Business Agenda**

- I. Approval of Minutes for 9/18 Council Meeting  
Description:  
A council member does not have to be present at the previous meeting in order to approve the minutes for that meeting. A copy of the minutes is included in your packet.
  
- II. Consideration of 2017 Marion Priority List  
Description:  
It is time for the Council to finalize a priority list using the report included in your packet as a guide. There is nothing stopping the Council from adding, moving, or removing items from the possible list at this time. Once the list is finalized by the Council, action items will be developed in conjunction with the priorities. Council person Tabor has suggested that some areas included in the list would amount to micromanagement. It is true this is one way to view council action and driving the focus of city government. Another view is that as elected officials, the staff and volunteers of our government seek guidance from the council to drive our efforts. I have seen the impact created when a council is silent on an issue until a committee or staff member presents an idea. If the result is rejection, this tends to create a negative reaction that might have been prevented by some upfront dialogue.
  
- III. Resolution 17-05 Marion Sidewalk Project  
Description:  
This resolution will allow the Mayor to hire PADD to administer our Safe Routes to School Sidewalk Grant. It also includes the contract agreement with the state to proceed with the project which was awarded to the City in the Spring. PADD originally drafted the grant for the City in late 2016.

IV. Mayoral Proclamation – Nurse Practitioners Week

Description:

This requires no action of the council. The Mayor will simply read and sign the proclamation setting the week of November 12<sup>th</sup> to recognize Nurse Practitioners. This was prompted by a request from the Kentucky Chapter of the American Associated of Nurse Practitioners.

V. Consideration for the Next Step on the Disposal of the Surplus 1963 Pumper Fire Truck

Description:

In September, the council reject the only bid received for the truck. The council should engage Red to request his opinion on what the next step in the process should be. There has been previous discussion about expanded the avenues used to advertise the sale. I am aware that some individuals have also reached out to parties they thought might be interested so we may here about that as well.

VI. Public Awareness Process for Prisoners

Description:

The Mayor requested this item on the agenda based on feedback he received from multiple council members. The City has been in contact with the County on review the manner in which communication is shared internally and externally during escape events. Hopefully, by the meeting that Mayor will have more to share on this issue. This issue should be view from 2 different perspectives:

- Escapees in the jail's care
  - Any at the jail or on work duties from the jail
- Escapees not in jail's care
  - Any from transports or associated with court action

VII. Update on Sanitary Sewer Projects

Description:

In your packet is the last update reported to the state at the end of September. Additionally, there is an email from our engineer with further update since that time. All this leads to 2018 and 2019 being very busy years in the sewer department.

VIII. Update on Country Club Drive

Description:

There are 2 areas which the council can discuss here:

- Fall Break Patch Project – This project has been complete and by the time the council meets on Monday night the road will be open to traffic. Brian will be on hand to give us clearer cost for the project, but the out of pocket was roughly \$10,000.

- Street & Alley Committee – The committee has met with project interest twice since the last council meeting in an effort to consider both their short and long-term plans for the use of the road. By our council meeting I should have an update on the status of the state’s plan to move the white stop lines back at the intersection of US 60 and US 641 along with longer term plans to acquire property at the old pantry for a turn lane.

IX. Mayor/Council/Staff Forum

- This would be the time for any Council Member to share activities or issues going on at the liaison meetings they have attended.
- I am working with Chamber on the development of a new Citywide Event coming in early March 2018. Story drafting is currently underway.
- The City is waiting for disposition of our application for transportation’s discretionary funding.
- As a result of training I attended at last week’s League of Cities Conference, I will be working with stakeholders on more ideas to address the local drug issue and what role the City can have in that.
- Sarah Mink-Taylor has resigned her position with the City. The City is currently looking to backfill the 5<sup>th</sup> dispatch position.
- The new City handbook has been delivered to employees and is now in full operation.
- The City still has some open board positions.
  - Board of Adjustment
  - Tourism Board

IX. Adjournment

**Meeting of the Marion City Council  
September 18, 2017**

The Marion City Council met in regular session September 18, 2017 at 6:00 p.m. with Mayor Jared Byford presiding. Council members present were: Phyllis Sykes, Darrin Tabor, Donnie Arflack, Dwight Sherer, and D'Anna Sallin. City employees in attendance were as follows: Adam Ledford, Melinda Gipson, Terri Hart, Brian Thomas, and Ray O'Neal. A public sign-in sheet is attached and made part of these minutes.

**PUBLIC COMMENTS**

Emily Shelby brought to the council news from the events at the solar eclipse. All reports were good and everyone had very nice comments about our community.

**GENERAL GOVERNMENT**

Motion by Dwight Sherer, second by D'Anna Sallin to approve the minutes of August 21, 2017 meeting and August 31, 2017 special meeting and to approve same as submitted to council. All voted yes.

A sealed bid was received from Cameron Brown of Nebo Kentucky, for the 1963 Pumper Fire Truck. Mr. Brown's bid was for \$525.00. Motion by Donnie Arflack, second by Darrin Tabor to reject this bid. All voted yes.

The council was asked to consider a priority list from the July 13<sup>th</sup>, 2017 goal setting session. All agreed action was needed to start moving forward. One of the main concerns on the list was the growing drug problem in the community. Council member Tabor wanted to know what the council could do about the drug problem because the council has nothing to do with putting suspects in jail. The motion to approve the priority list died for lack of a motion.

The administrator brought before the council the consideration of adjusting the speed limit on Country Club Drive. It was decided the city did not have the manpower to enforce lowering the speed limit to increase safety.

**OTHER BUSINESS**

Council member Arflack asked about any new appointments to the board of adjustments or the planning commission. Adam Ledford stated one application had been turned in for the board of adjustments but no action has been taken.

The safe routes to school project is awaiting a contract from PADD to serve as the administrative agent for the grant. The sidewalk project will run from Gum street to Carlisle and beyond the library.

A park board meeting is set for October 5, 2017.



# City of Marion, Kentucky Goal Setting Report

July 17, 2017

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**Mayor:**

**Jared Byford**

**City Council:**

**Don Arflack**

**Mike Byford**

**Dwight Sherer**

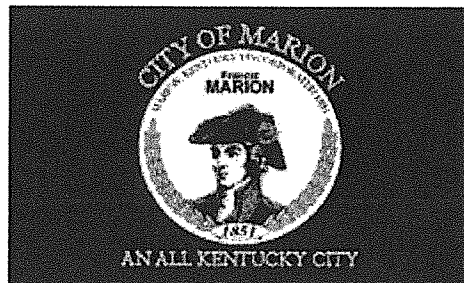
**D'Anna Sallin**

**Phyllis Sykes**

**Darrin Tabor**

**City Staff:**

**Adam Ledford, City Administrator**



**CITY OF MARION, KENTUCKY**  
**GOAL SETTING SESSION**  
**2017**

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# CITY OF MARION, KENTUCKY

## GOAL SETTING SESSION

### 2017

#### Introduction

The City of Marion was in need of identifying goals and priorities in development of a capital plan. City administration was tasked to organize and facilitate a process that involved the following steps:

1. Prepare a questionnaire to identify recent accomplishments, issues/trends/concerns, potential new initiatives/programs/policies and suggestions to improve organizational effectiveness.
2. Conduct a goal-setting session with the Mayor, City Council and community stakeholders.
3. Preparation of this final report.

#### Goal Setting Work Session

The Mayor, City Council and community stakeholders held a work session conducted by City administration on July 13, 2017. In attendance and participating at this meeting were Mayor Jared Byford, City Council Members Mike Byford, Don Arflack, D'Anna Sallin, Phyllis Sykes, Dwight Sherer, and Darrin Tabor, and City Administrator Adam Ledford. Also in attendance and participating in the session were the following:

Ray O'Neal	Marion Chief of Police
Garry Gerard	Marion Maintenance Foreman
Greg Tabor	Marion Wastewater Operator
Terri Hart	Marion Code Enforcement Officer
Red Howton	Marion Fire Chief
Linda Schumann	City resident
Pam Enoch	Marion City Clerk
Melinda Gipson	Marion City Treasurer
Perry Newcom	Crittenden County Judge Executive
Brian Thomas	Marion Utility Director
Rebecca Rittenhouse	Field Representative, Governor of Kentucky
Jeff Black	Marion Water Operator
Daryl Tabor	The Crittenden Press Editor
Sarah Mink-Taylor	Marion E911 Coordinator
Elliot West	Local Business Owner

## Major Accomplishments

The following were identified as major accomplishments during the past two years:

- Moving forward with new sewer plant
- Hiring a new city administrator
- Fire truck replacement
- Carlisle Street sewer project
- Maintaining employee benefits to retain staff
- Building a farmer's market
- Taking steps to update laws to deal with dilapidated trailers
- Maintaining services with small quality staff
- Establishing elected involvement program
- Paying off fire station
- Establishing a new city employee handbook
- New elected officials
- CAD system for 911
- Maintaining low property taxes
- New snow removal equipment
- New budget working to make this better
- Continued upkeep of Main Street
- Improving water line system
- Extending sewer services
- Improving animal control process
- Conducting a goal setting session
- New E911 center
- New police officers
- Sidewalk improvements
- Police business security checks
- Economic development park
- Supporting city/county park
- Leland Ave resurface

## Issues, Concerns, Trends and Opportunities

The following were identified as issues, concerns, trends, and opportunities that may affect future city services, policies, finances or operations:

- Derelict buildings/houses
- Junk & trash at properties
- City staff size too small
- Lack of economic development
- Lack of City staff certificate/leadership/ethics training
- City employee benefit reduction
- City staff salary freeze
- Street improvements
- Unkept yards
- City finances
- Lack of trained workforce
- Loss of population
- Need for housing
- Empty main street prosperities
- Lack of entertainment in town
- Miss-use of city monies for charities
- Updated parks & board
- Business transitioning
- Allocation of city resources
- Replace sewer plant
- High sewer rates
- Loss of jobs
- Need more hotel/motel
- Maintaining parks
- Storm sewer improvements
- Sanitary sewer system improvements
- 641/60 intersection improvement
- Need to offload unused City properties
- Illegal drugs
- Youth walking the streets
- Need more camping
- Aging population
- Repair sidewalks
- Lack of trained elected officials
- More street sweeping
- Future of chamber-main street
- City managing Riverview park needs to end
- Private information leaked from E911
- Miss-use of other agency resources by the City (NCIC)
- Lack of cross-training at City
- Lack of accountability for some City employees

- Age of water treatment plant
- Need to adjust utility rates regularly
- Demolition of old wastewater treatment plant
- Upgrade police laptops
- water system improvements
- Code enforcement centralized under code, not some on police
- Update playground equipment
- New fire truck
- Fire department equipment updates
- Update City maintenance facility
- P&Z only a part time job
- Need for local NCIC
- Low quality education system
- Police response (slow)
- Too many prisoners in town
- Better library
- Full ordinance review and update
- Need for 4 lane highway
- City elected or staff benefiting from sales
- Country Club Drive condition
- Nonfunctional fire hydrants

### **On-Going Commitments**

The following were identified as on-going commitments for the upcoming 24-month period:

- Advocate to State on US 641 improvements
- Advocate to State on US 60 improvements
- Advocate to State on US 641/Country Club Drive bypass
- Sanitary sewer plant replacement project
- Develop economic development plan
- Implementing improvements to derelict properties
- Review code enforcement/property maintenance and enforcement regulations
- Upgrade city website

## New Priority Projects, Programs, Policies and Initiatives

The participants reviewed potential projects, programs, policies and initiatives for consideration and selected the following as new priorities for the upcoming 24-month period (in order of priority):

### Major Priorities

- Stronger Approach to Addressing the Local Drug Problem
- Review City Staff Size & Department Organization
- Increase Training Program

### Intermediate Priorities

- Update the City Water Plant
- Create a City Branding Program
- Address Conditions of Residential Properties
- Address Conditions of Commercial Properties
- Improve the Condition of the Storm Sewer System
- Improve the Condition of City Streets

### Low Priorities

- Improve the Condition of the Sanitary Sewer System

## Organizational Effectiveness

The participants reviewed a variety of ideas relating to improving organizational effectiveness to accomplish the selected goals and priorities. The following steps to improve organizational effectiveness received the most interest:

- Review City staff size & department organization
- Increase training for staff and elected officials
- Develop stronger city communication to the public

**Note:** The agenda for the Goal Setting Session and the Preliminary Questionnaire are attached to this report as **Exhibits B** and **C** respectively.

## Final Comments

It was a pleasure to facilitate the City of Marion goal setting process. I was very impressed with the level of cooperation expressed by the various individuals and groups attending the session.

It is important to note that the prioritization of projects and initiatives is not “cast in stone.” They can be modified as new circumstances may occur.

It is recommended that city administration follow up with an “action plan” for accomplishing the planning goals. The action plan would define the steps that would be needed to accomplish each goal, identify who is responsible for implementation, and

establish a timeline for accomplishment. The action plan should then be presented to the Mayor and City Council for review and approval. It is also recommended that administration review with the Mayor and City Council the status of implementing the goals on an annual basis.

Submitted by:

Charles Adam Ledford, City Administrator

Exhibit A

City of Marion  
Goal Setting Session – 2017

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SIGNIFICANT INITIATIVES OR PROGRAMS CONSIDERED

- Housing revelation
- Downtown revitalization
- Street repairs
- Improved incentive package for business recruitment
- Improve benefits for City staff
- Street program
- Better use of tourism revenue for parks and other purposes
- Housing development program
- Increase building code enforcement
- Sidewalk repairs
- Stronger p&z rules
- Develop orientation program for elected officials
- Annexation
- CIP Development
- Update job descriptions
- Improve pay for City staff
- Storm sewer improvement program
- Revenue generating improvements
- Sturgis Road sidewalks
- Improved internal City safety program
- More homeowner pride
- Compensate for holiday pay to 1st response staff
- Charge for dispatching EMS & county
- Improve condition of City Lake area
- Update/create standard operating procedure for E911
- Update E911 resource list
- Rotating schedules in E911
- Tourism develop a sprinkler park
- Annual COLA adjustments to utilities rather than steps
- Add a certified lab at the water and/or sewer plants
- Updating police department
- Consider tax adjustments to improve finances
- Curb & gutter repair
- Website update
- Drug dogs
- Park staff position
- Need for Neighborhood Watch program

- Tougher rules on commercial signage
- Need an event center
- Tenant rights education
- Town hall meetings for topics
- Need for more dispatchers
- Need for uptown parking
- 641 Pothole repairs
- Comp time for staff
- Pay overtime for staff
- A new civic festival
- Update downtown sidewalks
- Improve communication
- Better City staff teamwork
- Identify City goals & priorities
- Commitment to CIP & goal setting session
- Engage citizens more
- Better teamwork between City & County
- City website
- Elected representatives should do more preparation for meetings
- City Facebook page
- Regular employee evaluations
- Application program for community requests
- Council report on committees at meetings
- Establish a quarterly newsletter
- Enlist more volunteers
- Departmental meetings on a regular basis
- Improve the pride
- Agree to disagree
- More personnel presence at city meetings
- Survey what people like and dislike about Marion
- Engage tourism from S. ILL
- Limit public comments at council meetings
- Streamline E911 by eliminating non-department task
- Better delegation



**RESOLUTION #17-05**

**A RESOLUTION AUTHORIZING ACTION ON THE MARION  
SIDEWALK PROJECT**

**WHEREAS**, the federal-aid highway program state administered funding awarded City of Marion \$154,560 for the Marion Sidewalk Project, and,

**WHEREAS**, this amount will be authorized in phased agreements as federal requirements are met for the project, and

**NOW THEREFORE BE IT RESOLVED**, the City of Marion does hereby authorize Mayor Jared Byford to sign the above mentioned phased agreements, as well as any other necessary documents relating the project.

**The vote taken on said Resolution, the result being as follows:**

**Motion Carried - Yes      No**  
*Please circle one*

Signature: \_\_\_\_\_

Title: Mayor \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

AGREEMENT BETWEEN  
THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET  
AND  
CITY OF MARION  
MARION SIDEWALK PROJECT  
FED PROJ#4000-062/AUTH# 93466  
CONTRACT# 180000536/ITEM# 01-03204  
PROJECT AWARD: \$154,560  
AUTHORIZED PHASE/AMOUNT: DESIGN \$40,000

This AGREEMENT is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter the "CABINET" and the City of Marion, hereinafter the "RECIPIENT".

**WITNESSETH:**

WHEREAS, the Federal Highway Administration (FHWA), through the CABINET, has approved \$40,000 in federal funding for the **Marion Sidewalk Project** hereinafter the "PROJECT", known as Federal Project Number **4000-062** and the applicable Catalog of Federal Domestic Assistance number is 20.205-Highway Planning and Construction,

WHEREAS, the Federal-aid Highway Program is a State Administered Reimbursement Program and the RECIPIENT shall carry out this PROJECT in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), 23 Code of Federal Regulations (CFR), and 2 CFR 200,

WHEREAS, the RECIPIENT must comply with applicable CABINET policies and procedures,

WHEREAS, Federal-aid projects are to serve a public purpose, the RECIPIENT is responsible for maintaining any real property or facilities improved pursuant to the PROJECT on a non-profit basis,

WHEREAS, the RECIPIENT shall refer to the *Federal-Aid Project Development Guide for Local Public Agencies*, hereinafter the "GUIDE", and any future revisions for assistance in complying with this AGREEMENT,

WHEREAS, the RECIPIENT shall outline, undertake, and complete the work as described in the Scope of Work and Budget Summary (Attachment A) in accordance with the terms and conditions of this AGREEMENT, and consistent with the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, FHWA Form 1273 and all applicable State and Federal laws and regulations,

WHEREAS, the RECIPIENT shall demonstrate and shall maintain adequate staff, provide delivery systems, and sufficient accounting control to complete the PROJECT in accordance with all Federal and State laws and regulations addressed herein, and

WHEREAS, the RECIPIENT has agreed to provide a minimum of 20% matching funds and to accept responsibility for all administration, staffing, maintenance and operation costs for the Project as identified under this AGREEMENT;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:

Section 1. Scope of Work & Budget Summary. It is understood that the PROJECT will enhance the transportation system as further described in the Scope of Work and Budget Summary (Attachment A, attached hereto and made a part of this AGREEMENT). In the Scope of Work and Budget Summary, the RECIPIENT is to include detailed expectations, individual activities, estimates, and a schedule with milestones which the CABINET will use as checkpoints for the PROJECT. Further, the RECIPIENT is to define the roles, responsibilities, and authorities of the various entities and/or organizational units with

regard to the project development and project delivery processes specific to this PROJECT in the Scope of Work and Budget Summary.

The RECIPIENT shall identify and provide a point of contact, including adequate contact information, for who shall be responsible to manage this PROJECT on the RECIPIENT's behalf, submit the Scope of Work and Budget Summary to the CABINET, and be responsible for ensuring that the RECIPIENT adheres to all terms and conditions of this AGREEMENT. The RECIPIENT shall have final design plans, specifications, and a total estimate prepared by a Professional Engineer licensed to practice in the Commonwealth of Kentucky and approved by the CABINET prior to any construction. The Project Development Checklist (LPA-PDC) (Appendix 1 of the GUIDE) shall be submitted by the RECIPIENT and certified by the CABINET prior to construction.

Section 2. Effective Date of Agreement and Term of Eligible Reimbursement. It is understood the effective date of this AGREEMENT is the date the AGREEMENT is signed by the Secretary of the CABINET. After execution of the AGREEMENT, the CABINET will return a copy of the AGREEMENT to the RECIPIENT and issue a Notice to Proceed to begin work on a particular Phase of the PROJECT. Expenditures made prior to the effective date of the AGREEMENT and before the Notice to Proceed for the particular Phase covering the expenditure shall not be eligible for reimbursement. The Term of Eligible Reimbursement under this AGREEMENT shall end 6/30/2020 unless that Term is extended or amended by written agreement in accordance with the provisions of KRS 45A and CFR Part 200 as to period of performance. Any and all funding obligated for any Phase of this PROJECT defined by the original Scope of Work and authorized changes shall be available to reimburse the RECIPIENT for eligible work activities completed and costs incurred after the effective date of this AGREEMENT and the Notice to Proceed covering that Phase of the PROJECT. If the PROJECT cannot be completed during the Term of Eligible Reimbursement under this AGREEMENT, the RECIPIENT must provide justification why the PROJECT end date should be extended and identify the new Term of Eligible Reimbursement being requested.

Section 3. Funding Out Provision. The CABINET may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The CABINET shall provide the RECIPIENT thirty (30) calendar days written notice of termination of the contract.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funding. If the funding appropriated for any Phase of the PROJECT becomes unavailable for any reason including the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in Federal funding, further reimbursement of PROJECT expenditures may be denied, the PROJECT may be cancelled, the timeline extended or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement, PROJECT cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this

AGREEMENT by the CABINET nor may such denial, cancellation, extension or amendment give rise to any claim against the CABINET.

Section 4. Duration of Project. It is understood and agreed by the parties hereto that the Scope of Work shall be completed within the period set forth herein under Section 2. In the event the RECIPIENT fails to perform the Scope of Work within the time allotted, or at any time the RECIPIENT fails to maintain adequate staff, project delivery systems, or sufficient accounting control, the CABINET reserves the right to cancel further reimbursements related to the PROJECT under the AGREEMENT. In the event the CABINET denies further reimbursement under this section, the RECIPIENT shall refund all reimbursements made by the CABINET to the RECIPIENT under this AGREEMENT.

Section 5. Project Funding. It is expressly understood that Federal funding for this PROJECT is being provided by the Federal Highway Administration (FHWA) through the CABINET, specifically through the Catalog of Federal Domestic Assistance program number 20.205, Highway Planning and Construction. The Federal share of the total cost of this AGREEMENT shall not exceed \$40,000 (the amount indicated on Attachment A) unless otherwise approved in writing by the CABINET with the concurrence of FHWA. If the RECIPIENT completes the PROJECT for less than this amount, the remaining funds may only be used by the RECIPIENT upon written agreement of the CABINET and may only be used for eligible PROJECT costs within the original PROJECT scope. Unless otherwise stated, the funding for the PROJECT shall be authorized in Phases and no reimbursement shall be considered for expenditures made before a Notice to Proceed for that Phase has been received. Reimbursement requests will be considered only for and up to the funding amount and type of work described in the approved Scope of Work and Budget and authorized by the Notice to Proceed for that Phase. The RECIPIENT has agreed to accept up to \$40,000 in Federal reimbursement funding available as authorized in Phases for eligible PROJECT costs and shall be responsible for any costs in excess of \$40,000 necessary for completion of the approved Scope of Work and any authorized changes to the PROJECT.

The RECIPIENT shall pay all PROJECT expenses and only upon meeting all terms and conditions of this AGREEMENT will be eligible to receive Federal reimbursement funding. All charges to the PROJECT shall be supported by properly executed invoices, contracts, vouchers, or monthly employment data evidencing in proper detail the nature and propriety of the charge. The CABINET or FHWA may require additional documentation at their discretion.

Section 6. Allowable Costs. Funding may be used for restoration, repair, construction and other activities eligible under the Surface Transportation Program (STP) as defined within 23 USC 133(b). Funding may also be used for passenger and freight rail transportation and port infrastructure projects eligible for assistance under subsection 23 USC 601(a)(8). The PROJECT costs referred to in this AGREEMENT shall be those costs included in the Scope of Work (Attachment A) and submitted to the CABINET on the Reimbursement Request Form. The RECIPIENT shall follow 2. CFR 200.

The RECIPIENT is responsible for adhering to all Federal and State laws and regulations listed in this AGREEMENT and all documents referred to herein. Reimbursement by the CABINET shall not be

provided to the RECIPIENT if any requirements listed within 23 CFR 123 are not met. The CABINET shall reimburse the RECIPIENT upon request by the RECIPIENT providing proof of payment through appropriate documentation, which includes but is not limited to the following: work progress completed to date, expenses, cancelled checks, bank statements, verified affidavits, and employment reports. The RECIPIENT shall also certify the work shown on the invoice has been performed in accordance with the terms of this AGREEMENT and approved plans and specifications, the cost(s) shown are verified and are true and correct, and the request for reimbursement in no way represents any degree of duplication of payments that have or will be received from other funding sources. This formal letter must be signed by the designated project manager for the RECIPIENT in responsible charge.

Reimbursement by the CABINET is also subject to the provisions of Sections 33 and 36 hereof. The CABINET or FHWA reserves the right to require additional documentation.

Section 7. Reporting and Monitoring The RECIPIENT shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA.

This Federal-aid project is subject to the reporting requirements contained in the Federal Funding Accountability and Transparency Act (Transparency Act) of 2006 and its associated amendments. The Transparency Act requires entities receiving Federal awards such as Federal contracts, sub-contracts, grants and sub-grants, to disclose certain information. This Agreement is subject to 31 USC 6101, 2 CFR 170, and 2 CFR Subtitle A, Chapter I and Part 25. The CABINET may require that the RECIPIENT provide a completed Federal Funding Accountability and Transparency Act form prior to execution of this Agreement.

The making, recording and reporting of any purchases shall be undertaken in accordance with the requirements of KRS 45A and applicable federal guidelines. All checks, invoices, contract records, vouchers, orders, purchasing documents, and monthly employment data pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible. The RECIPIENT shall permit the CABINET and/or FHWA to conduct periodic site visits to ascertain compliance with Federal and State laws and regulations. The RECIPIENT shall maintain financial records for three years after the latest of project completion, the execution of the Project Closure Form by KYTC, Final Acceptance and final reimbursement.

Section 8. Environmental Requirements. With the advice and assistance of the CABINET, the RECIPIENT shall ensure that all applicable environmental requirements are met including the preparation of appropriate environmental documentation prepared pursuant to the National Environmental Policy Act (NEPA) of 1969 addressing the social and environmental effects of the proposed PROJECT. Adequate resources must be devoted to ensuring that all applicable environmental reviews under NEPA are completed on an expeditious basis and that the shortest existing applicable process under NEPA shall be utilized. Compliance with NEPA, Section 4(f) of 49 USC 303, Section 106 of the National Historic Preservation Act, Sections 401 and 404 of the Clean Water Act, Section 7 of the Endangered Species Act, and any other applicable environmental laws and regulations must be received to permit funding authorization by the FHWA. Specifically, Phase I design activities will be allowed to proceed without a valid

environmental document; however, the commencement of any Phase II design, right-of-way acquisition, utility relocation, or construction activities shall not be permitted prior to approval of the appropriate environmental document. Federal funds will be available for reimbursement of construction costs upon successful completion of design activities.

Section 9. Land Acquisition. Should the PROJECT require the acquisition of any interest in real property by the RECIPIENT; the RECIPIENT must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49CFR part 24), State Law and KYTC Division of Right of Way & Utilities Guidance Manual and the RECIPIENT does not have the authority to acquire property by eminent domain, the applicability of the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act, 49 CFR Part 24 (as amended) shall be limited to the following requirements: (1) Prior to making an offer for the property, the property owner shall be advised in writing that should negotiations fail to result in an amicable agreement, the RECIPIENT will not be able to acquire the property, and (2) The property owner shall be informed in writing of what the RECIPIENT believes to be the fair market value of the property based upon a fair market value appraisal approved by the CABINET, Division of Right-of-Way and Utilities prior to any offer by the RECIPIENT.

The RECIPIENT shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all State and Federal laws and regulations governing the acquisition of real property for public use using State or Federal highway funding. (1) The RECIPIENT shall either adopt in writing the CABINET's written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the CABINET's Division of Right of Way and Utilities and, if applicable, the FHWA. (2) The RECIPIENT shall conduct all appraisals and appraisal reviews using personnel meeting the CABINET's minimum qualifications and listed on the CABINET's pre-qualified appraiser and reviewer list. (3) If the RECIPIENT chooses to use an acquisition consultant on all or any portion of the PROJECT, the selection of the consultant shall be in accordance with the CABINET's Division of Right of Way Guidance Manual. (4) All appraisals must be reviewed and approved by the CABINET's Central Office review appraisers, failure to do so will result in the PROJECT being ineligible for reimbursement. (5) The RECIPIENT shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable State and Federal laws and regulations. (6) The RECIPIENT shall provide the CABINET and, when applicable, FHWA, necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable State and Federal laws and regulations. (7) The RECIPIENT shall provide the CABINET, and when applicable, FHWA, necessary documentation for review and approval at various stages of the acquisition process, as described in the CABINET's Right of Way Relocation Assistance Guidance Manual.

The CABINET shall: (1) Review all appraisal reports to ensure proper appraisal practice and procedures as well as compliance with State and Federal laws and regulations, and (2) Approve the final value conclusion through the Director, Division of Right of Way and Utilities.

The RECIPIENT shall provide to the CABINET the following information on each parcel of real property to be acquired:

- A title opinion for the Property,
- An accurate legal description and plat delineating the shape and location of the Property to be acquired, *(In accordance to KYTC Division of Design Specifications)*
- The total area of the Property,
- The Property interest to be acquired

Should the acquisition of real property result in the displacement of a tenant-occupant, such displacement shall be subject to the requirements of the URA, as set out in implementing regulations 49 CFR Part 24. A displaced tenant shall be eligible for moving expenses and any other relocation expenses for which they might qualify.

Section 10. Restrictive Easements. The RECIPIENT acknowledges that the CABINET will require the placement of a restrictive easement approved by and in favor of the CABINET in the chain of title of any real property acquired or improved pursuant to the PROJECT in favor of the CABINET. If the Owner of any real property acquired or improved pursuant to the PROJECT is different from the RECIPIENT, then the Owner shall sign and be made a party to this AGREEMENT and the Owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the PROJECT in the chain of title in favor of the CABINET prior to final reimbursement by the CABINET.

Section 11. Reimbursable Utility Relocations. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment on behalf of the utility company in question. When law requires the reimbursement of the work, the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities is negotiated, and an agreement is executed between the project development party and the utility company. Utility relocations shall be designed by the utility company and shown on the PROJECT's survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the PROJECT. The project development party shall inspect the relocation and document the proper installation of the facilities. If it is determined that the utility relocation work is best conducted within the PROJECT's construction contract, the party responsible for the PROJECT construction will negotiate, execute the agreement, and inspect the relocation work, under direct advisement of the project development party. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination.

Section 12. Non-Reimbursable Utility Relocations. When KRS 179.265 indicates the work is not reimbursable, the utility company shall design their relocation plan on the PROJECT's survey and general plan sheets. The project development party shall perform a review and approval of the relocation per agency policy and procedure. The project development party shall inspect the relocation and document the proper installation of the facilities. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination.

Section 13. General Railroad Coordination. The party obligated to execute the project development portion of the PROJECT shall be charged with any railroad coordination for the PROJECT, the execution of a contract with the impacted railroad and oversight of the execution. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Correspondence pertaining to railroad coordination may impact both the project development and construction of the PROJECT. Therefore any and all correspondence regarding railroad coordination activities must be provided to both contracted parties. The CABINET's representative in such matter is the Central Office Rails Coordinator.

The project development party shall provide the following with the bid package for the PROJECT: a railroad coordination note defining any and all special project terms and conditions due to the involvement of the railroad company and an estimate of the PROJECT expenses for railroad coordination.

Section 14. General Utility Coordination. The party obligated to execute the project development portion of the PROJECT shall be charged with the identification of utility facilities in conflict with the PROJECT, the execution of a remedy for said conflict, and oversight of the execution. The CABINET encourages dutiful consideration of utility avoidance via design considerations. When avoidance is impossible, uneconomical or otherwise invalid, utility relocation is an acceptable remedy for conflict. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Correspondence pertaining to utility coordination may affect both the project development and construction of the PROJECT. Therefore any and all correspondence regarding utility coordination activities must be provided to both contracted parties. The CABINET's representative on these matters is the District Office Utility Supervisor.

The project development party shall provide the following upon full execution of the utility relocation for the PROJECT: 3 sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility impact note defining the utilities identified in the PROJECT, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work.

Section 15. Permits and Licenses. The RECIPIENT is responsible for obtaining all permits and licenses required to initiate, perform and complete all phases of the PROJECT in an appropriate and timely manner. Per the CABINET/FHWA Stewardship Agreement, the PROJECT may require more involvement from the FHWA.



Section 16. Design and Construction Standards. All Federal and State design and construction criteria for the type of work shall be followed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the Institute of Transportation Engineers' (ITE) Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the most recent edition of the CABINET's Standard Specifications for Road and Bridge Construction, as revised, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all CABINET List of Approved Materials. These standards, specifications, and criteria are incorporated in this AGREEMENT by this reference.

Section 17. Consultant Selection. The RECIPIENT shall be responsible for all PROJECT design activities, which may be completed either by the RECIPIENT's staff or a consultant. If the RECIPIENT selects to perform the design work with internal staff, these costs will be eligible for an in-kind match if pre-approved by the CABINET Administering Office. If the RECIPIENT selects to perform the work through a consultant, the RECIPIENT, with the oversight and approval of the CABINET, shall be responsible for the advertisement, selection, and contracting for consultant engineering and related services for the PROJECT in compliance with the Federal requirements set forth in the Brooks Act, Public Law 92-582, the FHWA policy outlined in 23 CFR 172, CABINET policies and procedures, the CABINET procurement policies, and the Kentucky Model Procurement Code as defined within KRS 45A.730-750. This requires the use of a Qualifications Based Selection (QBS) process for the selection of all engineering and related services. By complying with KRS 45A.730-750, the required Federal provisions of the Brooks Act will be satisfied. All plans and specifications must be prepared by a professional engineer or architect licensed in the Commonwealth of Kentucky and prequalified by the CABINET to practice the type of work to be done. If no CABINET prequalification category exists, a consultant must receive approval by the CABINET prior to working on the PROJECT. The RECIPIENT may choose to enter into a letter agreement with a consultant that has a statewide contract with the CABINET instead of going through the procurement process itself.

Section 18. Contractor Procurement. The RECIPIENT shall be responsible for all PROJECT construction activities, which may be completed either by the RECIPIENT's staff or by a contractor. If the RECIPIENT intends to use contractor services, the RECIPIENT shall be responsible for the advertisement, opening of bids, selection, and contracting for contractor services for the PROJECT, with the concurrence of the CABINET, in accordance with the Federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Bid proposals must be accepted for a minimum of 21 days from the date of the first advertisement for award. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to being awarded a contract. If no CABINET prequalification

category exists, a contractor or subcontractor must receive the approval of the CABINET prior to working on the PROJECT.

The RECIPIENT shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. The RECIPIENT shall thoroughly review all bids and obtain concurrence from the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this PROJECT. Factors that should be considered and documented in reviewing submitted bids are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders, any potential savings from re-advertising the PROJECT, a comparison of bids against other recent bids for the same item or service, the urgency of the PROJECT, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the CABINET or FHWA. Specific Federal requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

Section 19. Contract Administration and Inspection It is understood that the RECIPIENT shall be responsible for all aspects of administration, testing, and inspections to ensure the materials and construction meet CABINET specifications and Federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily on-site inspection of contractor work activities and prompt processing all of the paperwork associated with the construction contract, including any change orders. The RECIPIENT must receive prior written CABINET approval for all change orders, but such approval shall not increase the funding obligated to the RECIPIENT under this AGREEMENT or otherwise.

The RECIPIENT shall use the most recent edition of the CABINET's Regional Highway and Bridge Construction Inspection advertisement for construction inspectors, or must receive CABINET approval to submit an Alternative Construction Inspection Plan. If the RECIPIENT does not have adequate staff to perform this work, the RECIPIENT may hire a consultant or enter into an agreement with another governmental agency to provide these services. The CABINET must review and approve the Construction Engineering and Inspection agreement and the agreement with the service provider and a copy of both in the PROJECT file as required by FHWA. If the RECIPIENT elects to hire a consultant, the RECIPIENT must ensure that the consultant staff is competent in construction inspection and performs all work under the direct supervision of a registered professional engineer or architect licensed in the Commonwealth of Kentucky. The use of a consultant does not relieve the RECIPIENT of ultimate responsibility for the proper administration and inspection of the construction. If a consultant is used to provide inspection services, the

RECIPIENT must also provide an appropriately certified and licensed RECIPIENT employee to be in responsible charge of the PROJECT and oversee the inspections.

When an Alternative Construction Inspection Plan is submitted, the RECIPIENT must ensure sufficient quantity and quality are delivered and that proper inspection documentation is maintained. The Alternative Construction Inspection Plan must be performed under the supervision of a Professional Engineer licensed in the State of Kentucky, include credentials and experience of inspectors, indicate testing consistent with the CABINET's Sampling Manual, detail the frequency, who will be responsible, and what will be included in reports, and coordinate with the CABINET's construction inspector.

The CABINET and/or the FHWA may conduct an announced or unannounced field review of the PROJECT at any time. This field review is intended to verify conformance with all laws, regulations, and policies applicable to the Federal-aid Highway Program and provide assistance to the RECIPIENT where necessary.

Section 20. Davis-Bacon and Related Acts. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the RECIPIENT of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged on similar construction, alteration, and/or repair of public buildings or public works, painting, or decorating projects in the locality. Specific wage rates shall be included in the construction contract between the RECIPIENT and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.

Section 21. The Contract Work Hours and Safety Standards Act. During the construction of the PROJECT, the RECIPIENT shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). The RECIPIENT shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 22. The Copeland "Anti-Kickback" Act. The RECIPIENT shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a Federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." The RECIPIENT shall refer to the Copeland Act for the requirements under this provision.

Section 23. Title VI - Civil Rights Act of 1964. The RECIPIENT shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the RECIPIENT pursuant thereto. Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, age, and income in all programs or activities of any RECIPIENT of Federal assistance.

Section 24. Equal Employment Opportunity. In connection with the execution of this AGREEMENT, the RECIPIENT shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment, without regard to their race, religion, color, sex, national origin, age, or disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. The RECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 25. Non Discrimination. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the RECIPIENT agrees as follows:

- a. The RECIPIENT will not discriminate against any employee, applicant, contractor or consultant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The RECIPIENT further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The RECIPIENT agrees to provide, upon request, needed reasonable accommodations. The RECIPIENT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The RECIPIENT will, in all solicitations or advertisements for work placed by or on behalf of the RECIPIENT; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
- c. The RECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the RECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The RECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance.

- d. The RECIPIENT will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The RECIPIENT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the PROJECT books, records and accounts by the CABINET or FHWA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the RECIPIENT's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the RECIPIENT may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- g. The RECIPIENT will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every contract, subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each contractor, subcontractor, consultant or vendor. The RECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a RECIPIENT becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction by the CABINET or FHWA, the RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Section 26. Disadvantaged Business Enterprise (DBE) Requirements. An applicant DBE firm must be given consideration for participation in the PROJECT and a DBE goal shall be set by the CABINET for work on the PROJECT. The CABINET shall review and approve the DBE goal based on CABINET processes and procedures. Any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. The RECIPIENT agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section 1101(b) of Public Law 109-59, Chapter 3 of Title 49 USC and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses.

Assurance. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable

remedy the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between the RECIPIENT and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within then (10) working days from receipt of each payment RECIPIENT makes to the contractor. The RECIPIENT shall prohibit the contractor from withholding retainage on any subcontract on this PROJECT to ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Section 27. Prohibited Interest. No member, officer, or employee of the CABINET or the RECIPIENT during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340. The CABINET and the RECIPIENT shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. No member, officer, or employee of the CABINET or RECIPIENT shall collude or lobby on behalf of this PROJECT without penalty, including but not limited to suspension or debarment.

Section 28. Covenant Against Contingent Fees. The RECIPIENT warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CABINET shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 29. Interest of Members of or Delegates to Congress. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.

Section 30. Standards for the Treatment of Historic Properties. Projects including but not limited to Historic preservation, impacting properties on or eligible for the Nation register of Historic Places shall meet applicable Secretary of the Interior's Standards for the Treatment of Historic Properties, the Standards and Guidelines for Archeology and Historic Preservation, and all other applicable federal or state historic property requirements prior to the payment of any monies under this AGREEMENT.

Section 31. Maintenance as Public Facilities. The RECIPIENT agrees to maintain the facilities in an acceptable condition and for a public purpose in accordance with the Maintenance Plan (Attachment B, attached hereto and made a part of this AGREEMENT). In addition, any applicable landscaping in any project shall be maintained in an acceptable condition to include mowing, trimming, or other maintenance. In the event that the property is not maintained as a public facility, the RECIPIENT shall reimburse the FHWA for all proceeds provided for in this PROJECT including any applicable interest, unless such change in use is approved in writing by the CABINET and FHWA, if applicable.

Section 32. Americans with Disabilities Act. The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this AGREEMENT and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.

Section 33. Applicable Laws. This AGREEMENT shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration, the United States of America, and the Commonwealth of Kentucky.

Section 34. Hold Harmless Clause. To the extent permitted by law, the RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the PROJECT or occurring on or near the PROJECT site.

Section 35. Contract Completion. The RECIPIENT is responsible for ensuring that all PROJECT construction activities have been completed and is responsible for providing all of the necessary paperwork as required by the construction contract. This involves conducting a pre-audit of all contract items and associated paperwork. When complete, the RECIPIENT's project engineer in responsible charge of the PROJECT shall notify the CABINET the PROJECT is ready for final inspection. The RECIPIENT will conduct, document and submit to the CABINET a field inspection to verify completion of the work in substantial conformance with the AGREEMENT. The RECIPIENT's project manager shall certify the PROJECT was constructed in accordance with the plans and specifications and that the contractor has paid all suppliers and subcontractors in full.

In accordance with 2 CFR 200, the RECIPIENT shall maintain all PROJECT records for three (3) years after final payment.

Section 36. Audit and Inspection. The RECIPIENT, contractor and any subcontractors shall permit the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records, including any audit(s) of the RECIPIENT pertaining to the PROJECT.

The RECIPIENT hereby acknowledges its duty to the CABINET to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. The RECIPIENT shall follow 2 CFR 200. In Accordance with 2 CFR 200 Subpart F, if the RECIPIENT has expended more than \$750,000 in Federal funding from all sources in the RECIPIENT's fiscal year, the RECIPIENT shall provide the CABINET copies of their 2 CFR 200 Subpart F audit reports within 9 months of their fiscal year end.

The RECIPIENT hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the AGREEMENT shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the AGREEMENT. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a State government agency were providing the service.

Section 37. Campaign Finance. The RECIPIENT shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 38. Violations. Pursuant to KRS 45A.485, the RECIPIENT shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the State sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The RECIPIENT shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this AGREEMENT shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future State contracts for a period of two (2) years.

Section 39. Personal Service Contracts and Memoranda of Agreement. If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the committee is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 40. Disputes. Any dispute concerning a question of fact in connection with the work, not disposed of by agreement between the RECIPIENT and the CABINET, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative,



whose decision shall be final. Regulations concerning any claims to be filed by a contractor are referenced in 23 CFR 635.124.

Section 41. Agreement Change. Any proposed change to the Scope of Work or time extension to this AGREEMENT shall comply with 23 CFR 635.120 and 635.121 and shall be evidenced in writing at the mutual consent of the RECIPIENT and the CABINET.

Section 42. Termination. The CABINET may cancel all reimbursements under this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving thirty (30) calendar days written notice of such cancellation to the RECIPIENT. If reimbursement under this AGREEMENT is canceled under this section by reason other than violation of this AGREEMENT or any applicable law by the RECIPIENT, its agents, employees and contractors, the CABINET shall reimburse the RECIPIENT according to the terms hereof for all expenses incurred under this AGREEMENT to the date of such cancellation of reimbursement. The RECIPIENT may seek to cancel its obligations under this AGREEMENT at any time deemed to be in the best interest of the RECIPIENT by giving thirty (30) calendar days written notice of such request to the CABINET. If the CABINET agrees to allow the RECIPIENT to cancel the PROJECT or cancel its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all Federal funding reimbursements made under this AGREEMENT.

Section 43. Resolution. The RECIPIENT shall pass a resolution authorizing the **Mayor** to sign this AGREEMENT on behalf of the RECIPIENT. An acceptable Resolution shall contain the Project name, description, amount of funds being provided and an acknowledgement that the RECIPIENT agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the AGREEMENT. Furthermore, by accepting the funds the RECIPIENT agrees to all terms and conditions stated in the AGREEMENT. A copy of the resolution shall be attached to the AGREEMENT (Attachment C) and returned to the CABINET prior to full execution of this PROJECT.

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives.

**KENTUCKY TRANSPORTATION CABINET**

*Approved as to form and legality:*

*Commonwealth of Kentucky*

\_\_\_\_\_  
Attorney  
Transportation Cabinet

\_\_\_\_\_  
Greg Thomas, Secretary  
Transportation Cabinet

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LOCAL PUBLIC AGENCY**

*Approved as to form and legality:*

*City of Marion*

\_\_\_\_\_  
Attorney  
City of Marion

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A  
 SCOPE OF WORK AND BUDGET SUMMARY**

**Scope of Work:**

All federally-funded projects are set up in phases (design, ROW, utilities, construction). No work can begin on any phase of a project until the CABINET provides a written notice to proceed for that phase. Funding for this project will be programmed with FHWA as each phase is approved. Effective December 26, 2014, FHWA requires a project end date for each federal project phase programmed. As each phase of the project is programmed with FHWA a supplemental agreement will be sent to the project sponsor to add the funding and adjust the project end date. Any expenditure incurred by the project sponsor after the end date will not be eligible for reimbursement. If the project sponsor requires an extension, they must notify the Administering Office thirty (30) days before the project end date.

***Upgrade sidewalks to ADA compliance along West Carlisle Street and South Main Street in the City of Marion.***

**Original MOA**

Phase of Work	Federal Funds	Match	Total Estimate per phase
Design (programmed w/ FHWA)	\$40,000	\$10,000	\$50,000

**Future Phase Estimates**

Phase of Work	Federal Funds	Match	Total Estimate per phase
Right-of-Way (Estimated)	\$5,000	\$1,250	\$6,250
Archeology (Estimated)	\$0	\$0	\$0
Utilities (Estimated)	\$0	\$0	\$0
Construction (Estimated)	\$109,560	\$27,390	\$136,950
Est Total Future Phases	\$114,560	\$28,640	\$143,200
Est Completed Project Total	\$154,560	\$38,640	\$193,200

ATTACHMENT B

ATTACH A RESOLUTION HERE

*A sample resolution is included here*

SAMPLE RESOLUTION

Whereas, the federal-aid highway program state administered funding was awarded the amount of \$154,560, and

Whereas this amount will be authorized in phases as federal requirements are met for the Marion Sidewalk Project Project, and

Whereas, City of Marion does hereby authorize Mayor \_\_\_\_\_ to sign the above mentioned Agreement, as well as any other necessary documents relating to the project.

The vote taken on said Resolution, the result being as follows:

Motion Carried - Yes No (Please circle one)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

Witness \_\_\_\_\_

**ATTACHMENT C**

**PERSON IN RESPONSIBLE CHARGE**

Upon federal-aid project delegation to the RECIPIENT by the CABINET, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of the RECIPIENT:

1. Pursuant to 23 CFR 635.105(c) (4), the RECIPIENT acting as a subrecipient of federal transportation funds must provide an employee of that agency, who is available full time, to be in responsible charge of the PROJECT. The individual in responsible charge of the PROJECT is held accountable for ensuring that all applicable Federal and State regulations are followed on the PROJECT. This person will have the authority and resources to manage the PROJECT and will be the primary point of contact with the CABINET. This person may be the project engineer provided that the project engineer is a full-time employee of the RECIPIENT. If the project engineer is a consultant, the person in responsible charge must be a full-time employee of the RECIPIENT.
2. The undersigned and the designated RECIPIENT's person in responsible charge of this PROJECT has read and understands the contract administration and inspection responsibilities described in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies (LPA Guide)*.
3. The undersigned will carry out this PROJECT in accordance with the applicable Federal and State laws and associated regulations identified in the LPA Guide.
4. The undersigned will enforce compliance with the above-mentioned laws, regulations, policies, and guidelines by its consultants, contractors, and subcontractors.
5. The undersigned certifies the designated person in responsible charge will:
  - Have the ability to visit the PROJECT or attend meetings related to the PROJECT as needed.
  - Be responsible for ensuring that the PROJECT is delivered on time in accordance with established milestones and the terms of the contract between the RECIPIENT and the CABINET.
6. In accordance with the requirements outlined above, RECIPIENT has selected the following individual as the person in responsible charge for the PROJECT:

Name:	Position with RECIPIENT:
E-mail:	Phone:
Signature:	

7. Should the RECIPIENT require a change to the Person in Responsible Charge, they will notify the CABINET, designate a new Person in Responsible Charge, and resubmit the Attachment C within 7 days of the change. The new Attachment C will be incorporated into this Agreement upon approval by the CABINET.

\_\_\_\_\_  
 Mayor/CJE Date

**ATTACHMENT D**

**MAINTENANCE PLAN**

The project sponsor will maintain the project for public use.

<ADDITIONAL INFORMATION AND PLAN NEEDS TO BE ADDED>

If a useful life date has been provided through consultation with FHWA it must be identified and included in the Maintenance Agreement.

ATTACHMENT E

PAYMENT REQUEST

Project Type: CMAQ  SRTS  NSB  TE  TAP

Vendor Name:	City of Marion
Vendor Address:	
Contact Name:	
Contact Title:	
Telephone Number:	

Vendor Invoice No:	93466-001
Date of Request:	
Billing Period Service From – Service To (MM/DD/YY):	Time covered by this request, not the entire project
Contract Number:	1800000536
Authorization Number:	93466
Federal Numbers:	20.205 (CFDA), 4000-062

Budget Line Item	Contract (Federal) Amount	Contract (Federal) Amount Paid To Date	Current Request	Contract (Federal) Amount Remaining
Design (Total \$0,000)	\$0.00	\$0.00	\$0.00	\$0.00
Construction (Total \$0.00)	\$0.00	\$0.00	\$0.00	\$0.00
<b>SubTOTALS</b>			\$0.00	
<i>+ 20% Required Match</i>			\$0.00	
<b>GRAND TOTAL Paid by LPA</b>			\$0.00	

**Vendor Certification**

I hereby certify that the commodities or services specified have been furnished to the Commonwealth of Kentucky; that the quality and the prices conform to the proposal and purchase order or contract; that payment, in whole or in part, has not been received from KYTC or any other source; that all materials for which we seek reimbursement adhere to the federal Buy America provisions; that all materials testing related to this project follows the KYTC materials testing specifications; and that all records relating to these requirements have been included in the project file.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Run Date: 08/16/2017  
Run Time: 12:37:39

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
FEDERAL-AID PROJECT AGREEMENT**

Report: FMISD05A  
Page 1 of 1

RECIPIENT: 21-Kentucky

FEDERAL PROJECT NO: 4000062

RECIPIENT PROJ. NO(S): 01-03204.00

1. The State through its department of transportation, or other recipient, has complied, or hereby agrees to comply, with the applicable terms and conditions set forth in (a) Title 23, U.S. Code, highways; (b) The regulations issued pursuant thereto, and the policies and procedures promulgated by the Federal Highway Administration; and (c) All other applicable federal laws and regulations. 2. The State, or other recipient, stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the provisions set forth in 23 CFR 630.112. These provisions incorporate by reference all other federal laws and regulations pertaining to the project or the activity for which the funds are obligated. Solely for the purposes of emphasis, such applicable provisions include, but are not limited to, the requirements of Appendix A to 2 CFR Part 170—Award terms for Reporting subaward and executive compensation information, and 2 CFR 200, including for those funds for which such amount will be subawarded to a subrecipient, 2 CFR 200.331.3. Relative to the above designated project, the FHWA has authorized certain work to proceed as evidenced by the date entered opposite the specific item of work. For such authorized work, the federal funds obligated or advance-construction authorized, are not to exceed the amount shown herein. The balance of the estimated total project cost is an obligation of the State or other direct recipient. 4. Such authorization of Federal funds extends only to project costs incurred by the State, or other recipient, following Federal Highway Administration's authorization to proceed with the project.

**PROJECT TITLE:** Crittenden - Construct sidewalks at various locations in the City of Marion.  
**PROJECT DESCRIPTION:** PE, env & design engineering to construct sidewalks at various locations in the City of Marion.  
**DUNS#:** 188593644

CLASSIFICATION OF PHASE OF WORK TO BE PUT UNDER AGREEMENT	EFFECTIVE DATE OF AUTHORIZATION
HIGHWAY PLANNING & RESEARCH	
PRELIMINARY ENGINEERING	08/12/2017
RIGHT-OF-WAY	
CONSTRUCTION	
OTHER	

PROGRAM CODE	FAIN	URBAN/ WITH	TOTAL COST	FEDERAL SHARE	FEDERAL FUNDS UNDER AGREEMENT	ADVANCED CONST. FUNDS
M303	214000062		\$54,000.00	80.00%	\$44,000.00	\$0.00
	M303					
TOTAL			\$54,000.00		\$44,000.00	\$0.00

**ESTIMATED TOTAL COST:** \$54,000.00  
**TOTAL AUTHORIZED FOR PROJECT:** \$44,000.00

**EXECUTIVE OFFICE OF THE COMMONWEALTH OF KENTUCKY**

AVAILABLE FUNDS CERTIFIED BY:	Selena Curry	DATE:	08/04/2017
APPROVED AND REQUESTED BY:	Erin Clouse	DATE:	08/04/2017
AGRMT/MODIFY REQUESTED BY:	Ronald Rigney	DATE:	08/07/2017

**FEDERAL HIGHWAY ADMINISTRATION**

PROJECT INFORMATION REVIEWED BY:	Jessica Gordon	DATE:	08/08/2017
APPROVAL RECOMMENDED BY:	Gregory Rawlings	DATE:	08/08/2017
APPROVED AND AUTHORIZED BY:	Steven Jacobs	DATE:	08/12/2017

**RECIPIENT REMARKS:** New Toll Credits total= \$800.00  
eMARS#- KYTC#- TAP;104  
Indirect Cost Rate- 0%, CFDA#- 20.205, Project End Date- 06/30/2020  
Obligate \$40,000.00 (M303) funds for the project and the City of Marion will provide the match; obligate \$4,000.00 (M303) funds for project oversight by state forces (toll credit match). LPA contract.  
The State agrees that as a condition to payment of Federal funds obligated, it accepts and will comply with the agreement provisions set forth in 23 CFR 630.112; and its signature constitutes the making of certifications.  
This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

**DIVISION REMARKS:**



**PROCLAMATION  
2017 NURSE PRACTITIONERS WEEK**

- WHEREAS nurse practitioners serve as trusted frontline providers of health care for patients in our state; and
- WHEREAS there are 234,000 licensed nurse practitioners in the United States, and 17 within Marion/Crittenden County, Kentucky providing primary, acute and specialty care to patients of all ages; and
- WHEREAS citizens of our state and nation have great trust in the high-quality care nurse practitioners provide, resulting in over one billion patient visits annually across the country; and
- WHEREAS five decades of research demonstrates the high-quality care provided by nurse practitioners; and
- WHEREAS Marion, Kentucky is proud to recognize and honor the service our nurse practitioners to our city and county;

BE IT RESOLVED, therefore, that I, Jared Byford, Mayor of Marion, Kentucky hereby declare November 12 – 18, 2017 as

**Nurse Practitioner Week in Marion, Kentucky**

in recognition of the countless contributions that nurse practitioners have made over the past half century and will continue to make to the health and well-being of citizens in our city.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**ECLIPSE**  
ENGINEERS, PLLC

September 28, 2017

Philip Kejzlar  
Environmental Enforcement Specialist  
Kentucky Division of Enforcement  
300 Sower Boulevard, 3<sup>rd</sup> Floor  
Frankfort, Kentucky 40601

RE: Quarterly Update June 28, 2017  
AI No. 867  
Case No. 150141  
Marion Wastewater Treatment Plant – KY0020061  
City of Marion, Kentucky  
Crittenden County

Dear Mr. Kejzlar:

Per paragraph 10 of the Agreed Order, below is our 3<sup>rd</sup> quarterly update for 2017. Subsequent updates will be submitted every three months.

- Eclipse Engineers has completed the Facilities Plan and submitted it to DOW as required and upon approval a public meeting will be held. The SSES Update is almost completed.
- The WWTP design is 40% complete. All processes have been identified and have been outlined in the Facilities Plan.
- The Collection System Improvements project is approximately 70% complete. All areas to be replaced or lined have been identified and have been outlined in the Facilities Plan. This project will be submitted to DOW around January 2018 and is planned for construction beginning in April 2018.
- We have been awaiting an updated WLA Letter (1.5 MGD ADF) from DOW for the WWTP project. This project is planned for DOW submittal in the coming months. Construction is likely to start in August 2018.

- A water and sewer rate study will be completed with this project and will not be finalized until as-bid costs are known. The rate study is approximately 25% complete.
- A CDBG application and the KIA construction application have been submitted recently.

Upcoming work for the next quarter will include completing the SSES, further design work of both the WWTP and collection system, environmental review with assistance from the PeADD, and further funding procurement.

If you need any additional information or have any comments do not hesitate to call at (606) 451-0959 or (859) 433-9585.

Sincerely,



Alan R. Robinson, P.E.  
Project Manager

cc: Adam Ledford, City Administrator

## Pam Enoch

---

**From:** Adam Ledford  
**Sent:** Tuesday, October 10, 2017 4:19 PM  
**To:** Pam Enoch  
**Subject:** FW: Marion WWTP and Collection System Update

-----Original Message-----

**From:** Alan Robinson [mailto:arobinson@eclipseengineers.net]  
**Sent:** Tuesday, October 10, 2017 3:58 PM  
**To:** Adam Ledford <aledford@marionky.gov>; Brian Thomas <bthomas@marionky.gov>  
**Subject:** Marion WWTP and Collection System Update

Adam,

Below are bullet points you can use to update the council as we discussed:

The Facilities Plan (planning document) required by DOW has been approved pending the public meeting. The public meeting is planned for 11-27-17 at 5:30 at City Hall. The meeting will be advertised in the newspaper. Anyone is invited to ask questions, review documents, etc. Eclipse will have displays to help answer questions.

The collection system was found to include 130,000 feet of gravity sewer, 64% of which is clay pipe prone which is very prone to I/I Marion treats about 300 million gallons per year on average It is estimated that an additional 70 million gallons per year are bypassed into the creek during heavy rain The collection system will re-line or replace approximately 30,000 LF, construction cost estimated to be \$2m A map of these areas can be found in Appendix J and Eclipse will discuss at the November meeting A list of streets included can be found on page 8-2 Design is 70% complete Construction will begin in April 2018 and take 12 months

The WWTP is estimated to cost \$10m  
Design is approximately 40% complete  
Construction should begin in August 2018 and take 24 months

CDBG grant money of \$1m has been applied for KIA low interest and grant money has been applied for and will be secured for the beginning phases of construction late 2017.  
A final rate study will be completed after bids have been opened Water loss was calculated to be approximately 37%

Let me know if you need anything else.

Thanks,

--  
Alan R. Robinson, PE  
President  
Eclipse Engineers, PLLC  
113 West Mt. Vernon Street  
Somerset, KY 42501  
office: 606-451-0959

cell: 859-433-9585