

Meeting Notice & Agenda

MARION CITY COUNCIL

Monday, December 16, 2019 – 5 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 November 18, 2019 Council Meeting and November 25, 2019 Special Council Meetings
2. Presentation of 2018-2019 Audit by Jeff Walker, City Auditor
3. A Representative from Eclipse Engineering to Address the Council on Projects
4. Consideration of Bad Debt List
5. Consideration of Resolution #19-05, entitled, "A Resolution of Agreement Between the City of Marion, Kentucky, and the Commonwealth of Kentucky, Transportation Cabinet"
6. Introduction and 1st Reading of Ordinance #19-18 entitled, "An Ordinance Amending Ordinance 01-23 to Change Zoning Status of 231 Bridwell Loop"
7. Fire Department Capital Purchase Consideration
8. Introduction and 1st Reading of Ordinance #19-17 entitled, "An Ordinance Amending the Pay Plan for Classified City Employees and Non-Elected Officials"
9. Mayor/Council/Staff Comments & Questions
10. Adjourn

To: Mayor and City Council
From: Adam Ledford, City Administrator
Re: Agenda Description
Date: December 16, 2019

Call to Order
Public Comments

Business Agenda

- I. Approval of Minutes 11/18/19 Council Meeting Along with the 11/25/19 Special Council Meetings
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. The vote would require a motion and second to proceed to discussion and vote.

- II. City Audit Report
Description:
Jeff Walker will present the annual audit to the City on Monday night. The City does not have advanced copies to share with the council, he will likely pass out at the meeting. Once he completes his presentation, Jeff will request the council act to accept his report by act of a vote. The vote would require a motion and second to proceed to discussion and vote.

- III. Eclipse/Project Report
Description:
Alan Robinson will be on hand to update the City on that state of our ongoing sewer projects. At this time, the system improvements are nearly the end, while he should have updates on the bidding process to determine when the City will be ready to break ground early next year on the plant.

- IV. Bad Dept List
Description:
Semiannually Administration presents a list of bad debts to the council. This doesn't not forgo a desire to collect, but simply is an accounting measure. The vote would require a motion and second to proceed to discussion and vote.

V. Resolution for Transportation Funding for City Street Project

Description:

In your packet is a copy of a resolution and agreement between the City and the Transportation Cabinet for the discretionary funds award to the City to improve the road surface of Country Club and Industrial Drives. The offer is \$150,000 as was previously reported. The vote would require a motion and second to proceed to discussion and vote.

VI. 1st Reading of Zoning Ordinance

Description:

The ordinance would alter the use of the property in question to more align with current and future use plans (C-2 to R-1). This has been initially presented and acted upon by the Board. A copy is in your packet for consideration. The Mayor will seek a sponsor for tonight's first reading, but no other action is required.

VII. Fire Turnout Truck Consideration

Description:

The leadership at the fire department has come across an opportunity to purchase a truck for \$25,000 that would address the need to replace the existing van being used to haul equipment to fires. This is currently identified as the priority need in the department. The general fund could be used to purchase the equipment or financing is an option. The concern at this point is timing. If the City wishes to purchase the truck the opportunity is immediate. The department has reviewed the vehicle and would like to proceed. If the council agrees, we would need to post in the paper a notice of our intent to purchase, then 7 days later take a vote to authorize the purchase. This could be shortened by a special council meeting before the end of the year. I simply need direction to request the publication.

VIII. 1st Reading of Pay Plan Ordinance

Description:

During the updates to salaries an error was discovered. In early 2016 the Foremen in maintenance was granted an annual raise of \$1,347. The update was known to the staff, updated in the payroll system, and reflected in the budget, but never officially presented as part of the 2016 Pay Ordinance. During the adjustments being made to reflect the changes in responsibility associated with the public works director position the oversight came to light, but only after the pay plan was amended earlier this year. A review of all other employees showed no additional errors currently or in the recent past. This error resulted in the pay increase for the position of maintenance supervisor only receiving a \$3,653 raise instead of the \$5,000 planned. To remain consistent with the intent of the proposal presented earlier this year an amendment is being proposed to increase the position and employee impacted to reflect a full \$5,000 raise.

Since it was common knowledge among staff, reflects in multiple financial systems of the City, and did not benefit any of those parties responsible for making the

changes I see signs to believe this was anything but an error and or oversight between May and July of 2016. A copy of the proposed amendment is in your packet. The Mayor will seek a sponsor for tonight's first reading, but no other action is required.

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.
- We have started to review option for a 2020 hydrant pressure program. I should have more on the overall improvements the Council has been requesting by the end of the calendar year.
- Wireless options for audio integration of the council chambers ranged from \$7,500 to \$4,500 so a wired method is being explored. A new vendor has been contacted and is exploring pricing using the existing network in the room to support the microphones.
- We are working through updated job descriptions for all the staff positions before the end of the year.
- The 911 updates are complete. After speaking with Perry, the partners are planning to move forward with the new funding plans in January of 2020.
- The City is currently seeking an employee to replace the position created in the Maintenance Department. Applications are in hand and interviews should begin this week.
- Terri has filed for retirement. The Mayor will be moving forward with filling this position in the next few weeks.

VII. Adjournment

**Meeting of the Marion City Council
November 18, 2019**

The Marion City Council met in regular session November 18, 2019 at 5:00 p.m. with Mayor Jared Byford presiding. Council members present were Darrin Tabor, Donnie Arflack, Dwight Sherer, D'Anna Browning, and Mike Byford. Council member Phyllis Sykes was absent. City employees in attendance were as follows: Adam Ledford, Layten Croft, Pam Enoch, Ray O'Neal, Ronald Howton, and the city attorney Bart Frazer. A public sign-in sheet is attached and made part of these minutes.

GENERAL GOVERNMENT

Motion by Donnie Arflack, second by D'Anna Browning to approve the minutes of October 21, 2019, and October 29th, November 14th special called meetings minutes submitted to the council. All voted yes.

First reading of Ordinance #19-16 was removed from the agenda.

The city attorney gave the second reading of ordinance #19-15, entitled, "Flood Damage Prevention Ordinance". Motion by Dwight Sherer, second by Mike Byford to amend said ordinance to changing the date to June 16, 2009 on page 12. All voted yes. The council then voted on the original ordinance, motion by D'Anna Browning, second by Mike Byford with the vote being as follows: Darrin Tabor yes, Donnie Arflack, Dwight Sherer yes, D'Anna Browning yes, and Mike Byford yes. Motion carried.

The city attorney gave the second reading of ordinance #19-14 entitled, "An Ordinance 01-23 to change zoning status of 873 South Main Street". Motion by Dwight Sherer, second by Donnie Arflack to adopt said ordinance with the follow being as follows: Darrin Tabor yes, Donnie Arflack yes, Dwight Sherer yes, D'Anna Browning yes, and Mike yes. Motion carried.

The city administrator, Adam Ledford, updated the council on the Marion TAP Sidewalk Project. He explained that 2 or 3 months before his arrival the city had applied for a sidewalk grant, and the city was awarded the grant. Since the last council meeting the bids came in beyond the budget projected for the project. He stated with the bids coming in high, this left a funding gap of roughly \$120,000 for this project (which would fall on the city, leaving a cost \$130,000). The state came back with an additional \$50,000 of grant funding to reduce the city's cost back down to around \$80,000. There may also be some additional savings associated with the curb work the state is currently conducting in the same project site, but he stated it is too early to determine what those cost would be. He stated at this point, to continue the project forward, he needed to know if the council was willing to move forward as it may cost the city roughly \$20,000 more to complete the roughly \$315,000 project than what was initially projected. Mayor Jared Byford said spending \$40,000 and getting nothing in return doesn't appeal much to him. Spend another \$40,000, and the city would have long distance of new sidewalks. Some of the council members were reluctant to approve the plan. After discussion on this project, the council decided to further review their options before deciding what to do about the proposed sidewalk project. The city administrator stated a special called meeting would be held regarding this project.

OTHER BUSINESS

Fire Chief, Ronald Howton said Gary Cruce had recently donated \$6,000 on the fire truck, he said he had donated a total of \$7,100 all together toward the fire truck. A balance of \$1,700 is owed on the loan and

was asking permission from council to pay off the loan, therefore it would be off the records. Motion by Mike Byford, second by Donnie Arflack to pay off the loan in the amount of \$1,700. All voted yes.

Council member Darrin Tabor asked to see the bid sheets that came in for the sidewalk project.

Council member Donnie Arflack asked if the recording audio system had video too, that the city administrator had to check into that. The city administrator said no it didn't.

Council member Donnie Arflack inquired about the fire hydrant map. The city administrator stated he should have by the end of the calendar year.

Police Chief, Ray O'Neal, requested the cruisers to be surplus and advertise for bids. The council agreed.

Council member Dwight Sherer, suggested presenting Gary Cruce with a certificate or a key to the city to show appreciation for the donations he made.

Council member Mike Byford stated 40 people showed up for the disc tour the Lions Club held.

ADJOURNMENT

There being no more business to come before the council, meeting was adjourned at 5:41 p.m.

JARED BYFORD, MAYOR

ATTEST:

PAM ENOCH, CITY CLERK

**Special Called Meeting
November 25, 2019**

The Marion City Council met in special session on November 25, 2019, at 5:15 p.m. with Mayor Jared presiding. Council members present were: Darrin Tabor, Phyllis Sykes, Donnie Arflack, D'Anna Browning, and Mike Byford. Council member Dwight Sherer was absent. City employees present were: Adam Ledford, Layten Croft, Pam Enoch, and the City Attorney Bart Frazer. A public sign-in sheet is attached and made part of these minutes.

GENERAL GOVERNMENT

The city administrator, Adam Ledford, updated the council on the Marion TAP Sidewalk Project. He stated the local match would be about \$80,000 dollars and the city has already spent \$40,000 on this project. He stated the Farmers Bank & Trust has pledged \$25,000 toward the project, which would leave about a \$55,000 gap. After a brief discussion, motion by Darrin Tabor, second by Donnie Arflack to approve spending the extra money and continuing with the sidewalk project. All voted yes.

ADJOURNMENT

There being no more items on the special agenda; meeting was adjourned at 5:24 p.m.

JARED BYFORD, MAYOR

ATTEST:

PAM ENOCH, CITY CLERK

Bad Debt List December 2019

John Gernigin	122.13
Kristin Still	86.36
Sara Davis	42.74
Maria Walk	46.97
Destiny Witherspoon	57.44
John Heflin Jr.	66.32
Tiffany Hunter	87.69
Jordan Parrish	18.22
Rita Vickery	65.94
Jacob Jones	90.87
Heather Tolley	95.59
Lisa Hatt	95.60
Tara Scott	95.73
Dakota Lynch	76.62
Tiffany Myers	57.37
Melissa Stegman	141.83
Maranda Brown	57.00
Mario Martin	23.97
Daniel Price	109.09
Sylvia Dais	148.45
Total:	1,585.93

City of Marion

A RESOLUTION OF AGREEMENT BETWEEN THE CITY OF MARION, KENTUCKY, AND THE COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS FOR IN THE AMOUNT OF \$150,000 FOR THE COUNTRY CLUB AND INDUSTRIAL DRIVE

WHEREAS, the City of Marion desires to resurface Country Club and Industrial Drive,

NOW, THEREFORE BE IT RESOLVED, that the City of Marion, Kentucky, hereby:

The City Council of Marion does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Agreement and does hereby accept the funds provided in said Agreement and by such acceptance agrees to all the terms and conditions therein stated; and

The Mayor of the City of Marion is hereby authorized and directed to sign said Agreement as set forth on behalf of the City of Marion and the City Clerk of Marion is hereby authorized and directed to certify thereto.

DATE PASSED:

CERTIFICATION:

Jared Byford
Mayor

ATTEST:

City Clerk

Commonwealth of Kentucky, City of Marion

I, _____, City of Marion Clerk certify that the foregoing is a true copy of the Order above, given under my hand and seal of officer this the _____ day of _____, 2019.

Printed Name _____

Signed Name _____

AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
AND THE
CITY OF MARION

THIS AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the “**Department**,” and the City of Marion, 217 South Main Street, Marion, KY 42064, hereinafter referred to as the Local Public Agency (“**LPA**”).

WITNESSETH:

WHEREAS, the parties hereto desire to resurface Country Club Drive and Industrial Drive in the City of Marion, which shall hereinafter be referred to as the “**Project**,”

WHEREAS, the **LPA** desires to be the lead agency and perform this **Project** to enhance the safety and reliability of roadway connections for the commuting public;

WHEREAS, the **LPA** shall refer to the applicable state requirements listed in the Project Development Guide for Local Public Agencies and any future revisions for assistance in complying with this Agreement;

WHEREAS, the **LPA** has asked the **Department** for funding assistance for costs incurred during this **Project**;

WHEREAS, the **Department** agrees this is a worthwhile **Project** and is willing to reimburse the **LPA** up to \$150,000 in state contingency funding (FD39) for the completion of this **Project**; and

provide documentation to the **Department's** District 1 Office in Paducah. In addition, the **LPA** is responsible to meet all other requirements and adhere to all regulations necessary to qualify for the receipt of these state funds. Concurrence must be obtained by the **LPA** through the **Department's** District 1 Chief District Engineer in Paducah prior to the awarding of any contract for work or materials to be used on this **Project**.

6. Should the **Project** require any design services, the **LPA** agrees to use only licensed consultants who are pre-qualified to do work for the **Department** or to use a licensed Professional Engineer registered in the Commonwealth of Kentucky that demonstrates sufficient experience and knowledge in the type of work and receives the approval of the **Department's** District 1 Chief District Engineer in Paducah. The **LPA** shall be responsible for all **Project** design activities, which may be completed either by the **LPA's** staff or a consultant that is to be selected based on qualifications. All design work to be contracted must comply with all legal advertisement and selection requirements including, but not limited to, the Model Procurement Code provisions of KRS 45A and KRS 424. The **LPA** shall submit and obtain concurrences to the **Department's** District 1 Chief District Engineer in Paducah final design plans, specifications, and a total estimate prior to any construction. When applicable, the **LPA** must obtain any necessary permits or easements to allow for work to be accomplished on this **Project** and adhere to the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act.
7. Should the **Project** require the acquisition of any interest in real property by the **LPA**, the **LPA** 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 laws and regulations governing the acquisition of real property for public use using highway funding. In all real property acquisitions, concurrence must be obtained through the **Department's** Division of Right of Way and Utilities and shall be subject to review and approval by the **Department**.

8. The **LPA** must obtain encroachment permits to allow for work to be accomplished on state owned right-of-way from the **Department's** District 1 Office in Paducah. The **LPA** acknowledges that the **Department** will require the placement of a restrictive easement approved by and in favor of the **Department** in the chain of title of any real property acquired or improved pursuant to the **Project**. If the owner of any real property acquired or improved pursuant to the **Project** is not the **Department** or the **LPA**, 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 **Department** prior to final reimbursement by the **Department**.

9. The **LPA** shall either adopt in writing the **Department'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 **Department's** Division of Right of Way and Utilities. The **LPA** shall conduct all appraisals and appraisal reviews using personnel meeting the **Department's** minimum qualifications and listed on the **Department's** pre-qualified appraiser and reviewer list. If the **LPA** 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 **Department's** Division of Right of Way Guidance Manual. All appraisals must be reviewed and approved by the **Department's** Central Office review appraisers, failure to do so will result in the **Project** being ineligible for funding reimbursement. The **LPA** 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 laws and regulations. The **LPA** shall provide the **Department** 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 laws and regulations. The **LPA** shall provide the **Department** necessary documentation for

review and approval at various stages of the acquisition process, as described in the **Department's** Right of Way Guidance Manual.

10. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment for utility companies. Identification of utility or railroad facilities in conflict with the **Project**, the execution of a remedy for said conflict and oversight of the execution, and all work related to the **Project** shall be done in accordance with the Cabinet's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. 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**. Correspondence pertaining to utility or railroad coordination must be provided to both contracted parties. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination. The completed relocation shall be inspected to document the proper installation of the facilities. Upon full execution of the utility relocation for the **Project**, three (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 must be provided.

11. State construction criteria for the type of work shall be followed, including but not limited to the **Department's** Highway Design Manual, the **Department's** Standard Drawings, the **Department's** Standard Specifications for Road and Bridge Construction, the **Department's** Drainage Manual, the **Department's** Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets," and the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the **Department's** Standard

Specifications for Road and Bridge Construction, edition of 2012, 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 **Department** List of Approved Materials. These standards, specifications, and criteria are incorporated in this Agreement by this reference.

12. The **LPA** agrees to use only licensed contractors and subcontractors who are pre-qualified to do work for the **Department** for any necessary construction services. The **LPA** shall be responsible for all **Project** construction activities, which may be completed either by the **LPA's** staff or through the advertisement, opening of bids, selection, and contracting for contractor services in accordance with the Model Procurement Code provisions of KRS 45A and KRS 424. Specific requirements defined within KRS 45A require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the **Department**. The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. The **LPA** must receive **Department** approval for all change orders and shall have approval of the appropriate governing authority, but shall not increase the funding obligated to the **LPA** as a result of this Agreement.

13. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the **LPA** agrees as follows:

a. The **LPA** will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The **LPA** 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 **LPA** agrees to provide, upon request, needed reasonable accommodations. The **LPA** 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 **LPA** 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 **LPA** will, in all solicitations or advertisements for employees placed by or on behalf of the **LPA**; 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 **LPA** 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 **LPA**'s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The **LPA** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

d. The **LPA** 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 **LPA** 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 his books, records and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the **LPA**'s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the **LPA** 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 **LPA** will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every 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 sub-contractor or vendor. The **LPA** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance.

14. The **LPA** shall be responsible for all aspects of administration, measuring, testing, and inspections to ensure the materials and work meets the **Department's** specifications of the construction contract. This includes providing daily, on-site inspection of the contractor's work activities and processing all of the paper work associated with the construction contract, including any change orders. The **Department** shall have access to the **Project** area and may conduct field reviews of the **Project** at any time. These field reviews are intended to verify status of the **Project**, performance of the contractor, adequacy of the **LPA** oversight, conformance with all laws, regulations, and policies and provide assistance to the **LPA** as may be necessary.

15. The **LPA** may submit to the **Department's** District 1 Office in Paducah current billings reflecting the actual cost of work incurred during any given work period, which will be paid

within a reasonable time after receipt by the **Department**; however, in no event is the **LPA** to submit billings for work performed for less than a thirty (30) day period. All charges to the **Project** shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charge. The **Department** may require additional documentation at their discretion.

16. The **LPA** is responsible for ensuring that all **Project** construction activities have been completed and are responsible for providing all of the necessary paperwork as required by the construction contract. The **LPA** will conduct a field inspection to verify completion of the work in conformance with the Agreement. This documentation must be provided to the **Department's** District 1 Chief District Engineer in Paducah prior to final payment of the **Project**. When both the **LPA** and the **Department** accept the field work as complete, the **LPA's** project manager shall certify the **Project** was constructed in accordance with the plans and specifications and that all funding authorized on this **Project** has been used to reimburse for materials, equipment, or labor as intended and at the location agreed herein by both parties. Upon receipt of the **Department's** Final Acceptance Report, the **LPA** will issue the final payment to the contractor with an official Release of Contractor form for signature. Within 30 days, the **LPA** shall provide the **Department** with a copy of the official Release of Contractor form, as well as proof of payment, which includes cancelled checks.
17. This Agreement and the maintenance responsibilities herein shall survive in perpetuity the cancellation or termination of all or any portion of the **Project**, and shall survive the completion of and acceptance of the **Project**. To protect the public interest and maintain the original intent, the **LPA** agrees to maintain in an acceptable condition all facilities improved by the **Project** to the condition existing at the time of the Final Acceptance Report in perpetuity. In the event that the **Project** improvements are not maintained as a public facility, the **LPA** shall reimburse the **Department** for all costs incurred and for all funding expended pursuant to the **Project**, including any applicable interest.

18. The **LPA** shall maintain for a period of three (3) years all records of materials, equipment, and labor costs involved in the performance of work of said **Project**. In order to obtain reimbursement from the **Department** for constructing said **Project**, the **LPA** shall submit to the **Department's** District 1 Office in Paducah documented invoices of materials, equipment, and labor used on the **Project**, including certification that the work was accomplished on a publicly maintained facility.
19. No member, officer, or employee of the **Department** or the **LPA** 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 **Department** and the **LPA** shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. The **LPA** warrants that no person, elected official, 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. No member, officer, or employee of the **Department** or **LPA** shall collude or lobby on behalf of this **Project** without penalty, including but not limited to suspension or debarment.
20. To the extent permitted by law, the **LPA** shall indemnify and hold harmless the **Department** 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.
21. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.
 - a. The **Department** reserves the right to cancel all reimbursements under this Agreement at any time deemed to be in the best interest of the **Department** by giving thirty (30) days written notice of such cancellation to the **LPA**. If reimbursement under this Agreement is canceled under this section by reason other than violation of this Agreement or any applicable law by

the **LPA**, its agents, employees and contractors, the **Department** shall reimburse the **LPA** according to the terms hereof for all expenses incurred under this Agreement to the date of such cancellation of reimbursement.

b. The **LPA** may seek to cancel its obligations under this Agreement at any time deemed to be in the best interest of the **LPA** by giving thirty (30) days written notice of such request to the **Department**. If the **Department** agrees to allow the **LPA** to cancel the Project or cancel its obligations under this Agreement, the **LPA** shall reimburse the **Department** for all funding reimbursements made under this Agreement.

c. Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the **LPA** and the **Department** 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. Any proposed change or extension to this Agreement shall be at the mutual consent of the **LPA** and the **Department** and be evidenced in writing.

22. The Kentucky General Assembly may allow for a reduction in a contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

23. The **Department** certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The **LPA** 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 books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification

information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

24. KRS 45A.485 requires the **LPA** to certify that all contractors shall reveal to the **Department**, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 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 laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

The **LPA** shall certify that all contractors agree to be in continuous compliance with the provisions of those statutes which apply to the contractor's operations. Failure to reveal a final determination or failure to comply with the above statutes for the duration of the contract, shall be grounds for the **LPA's** cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

25. It is understood and agreed by these parties that if any part of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
26. The **LPA** will pass a resolution authorizing the Mayor to sign this Agreement on behalf of the **LPA**. An acceptable Resolution shall contain the project name, description, amount of funds being provided and an acknowledgement that the **LPA** agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Agreement.

**CITY OF MARION
COUNTRY CLUB DRIVE
INDUSTRIAL DRIVE
\$150,000 – FD39 FUNDS**

Furthermore, by accepting the funds the **LPA** agrees to all terms and conditions stated in the Agreement. A copy of that resolution shall be attached to and made a part of this Agreement.

CITY OF MARION
COUNTRY CLUB DRIVE
INDUSTRIAL DRIVE
\$150,000 – FD39 FUNDS

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

CITY OF MARION

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

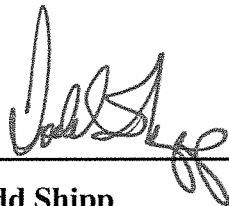
Jared Byford
Mayor

Greg Thomas
Secretary

DATE: _____

DATE: _____

APPROVED AS TO FORM & LEGALITY



Todd Shipp
Office of Legal Services

DATE: 12/3/19

**CITY OF MARION, KENTUCKY
ORDINANCE NO. 19-18**

**AN ORDINANCE OF THE CITY OF MARION, KENTUCKY, AMENDING
ORDINANCE NO. 01-23 TO REZONE PROPERTY AT 231 BRIDWELL LOOP FROM
C-2 GENERAL BUSINESS DISTRICT TO R-1 RESIDENTIAL DISTRICT**

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Marion, Kentucky, that an Ordinance is hereby adopted and the City of Marion Code of Ordinances is amended as follows:

SECTION 1. Amendment

This ordinance amends Ordinance No. 01-23, such that the property at 231 Bridwell Loop, Marion, Kentucky, be changed from C-2 General Business District, to R-1 Residential District, pursuant to 151.40-10 of the City of Marion Zoning Regulations.

SECTION 2. Repealer

All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

SECTION 3. Severability Clause

If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. Effective Date

This Order shall be in full force and effect upon its adoption and publication.

COUNCIL MEMBERS	YES	NO
Donald Arflack	_____	_____
Phyllis Sykes	_____	_____
Darrin Tabor	_____	_____

Michael Byford

Dwight Sherer

D'Anna Browning

It appearing that _____ Council Members voted for the adoption of this ordinance, and _____ voted against, with _____ abstaining, the Mayor declared the ordinance adopted.

INTRODUCED AND GIVEN FIRST READING:

GIVEN SECOND READING AND PASSED:

PUBLISHED IN THE CRITTENDEN PRESS:

JARED BYFORD, MAYOR

ATTEST: _____
PAM ENOCH, CITY CLERK

**CITY OF MARION, KENTUCKY
ORDINANCE NO. 19-17**

**AN ORDINANCE AMENDING THE PAY PLAN FOR CLASSIFIED CITY
EMPLOYEES AND NON-ELECTED OFFICIALS**

WHEREAS, the City Council of the City of Marion, Kentucky, desires to amend the pay plan and set compensation for classified city employees and non-elected officials.

NOW, THEREFORE, BE IT ORDAINED BY THE MARION CITY COUNCIL:

Section One: That the pay plan attached hereto as EXHIBIT A shall govern the compensation of all classified city employees, including non-elected officials, full time employees, and employees in categories of employment other than full time, for services rendered on and after October 31, 2019, until amended by ordinance.

Section Two: All ordinances and parts thereof in conflict with this ordinance are hereby repealed to the extent of the conflict.

COUNCIL MEMBERS	YES	NO
Donald Arflack	_____	_____
Phyllis Sykes	_____	_____
Darrin Tabor	_____	_____
Michael Byford	_____	_____
Dwight Sherer	_____	_____
D'Anna Browning	_____	_____

It appearing that _____ Council Members voted for the adoption of this ordinance, and _____ voted against, with _____ abstaining, the Mayor declared the ordinance adopted.

INTRODUCED AND GIVEN FIRST READING: _____

GIVEN SECOND READING AND PASSED: _____

PUBLISHED IN THE CRITTENDEN PRESS: _____

JARED BYFORD, MAYOR

ATTEST: _____

PAM ENOCH, CITY CLERK

EXHIBIT A
CITY OF MARION - EMPLOYEE PAY PLAN (AMENDED)
October 31, 2019 - June 30, 2020

<u>Position</u>	<u>Current Pay</u>	<u>New Pay</u>	<u>\$ Increase</u>	<u>% Increase</u>
<i>City Hall</i>				
City Administrator	\$ 62,000	\$ 62,000	\$ -	0.0%
City Treasurer	36,000	36,000	-	0.0%
City Attorney	12,360	12,360	-	0.0%
<i>Planning & Zoning</i>				
Planning/Zoning Coordinator	\$ 28,858	\$ 28,858	-	0.0%
<i>Police & 911</i>				
Police Chief	\$ 45,080	\$ 45,080	-	0.0%
Assistant Chief	42,084	42,084	-	0.0%
Sergeant	40,915	40,915	-	0.0%
Senior Officer	-	-	-	-
Officer	38,597	38,597	-	0.0%
911 Coordinator	29,768	29,768	-	0.0%
FT Dispatcher	27,509	27,509	-	0.0%
<i>Fire</i>				
Chief	\$ 3,018	\$ 3,018	-	0.0%
Assistant Chief	1,030	1,030	-	0.0%
Fire Fighters (23 total)	\$38.70 per run	\$38.70 per run	-	0%
<i>Water & Sewer</i>				
Utilities Director	\$ 55,817	\$ 55,817	-	0.0%
Maintenance Supervisor	\$ 38,763	\$ 40,110	1,347	3.5%
City Clerk	32,304	32,304	-	0.0%
Lead Operator (Wastewater)	43,671	43,671	-	0.0%
Lead Operator (Water)	39,696	39,696	-	0.0%
Operator (Wastewater)	36,421	36,421	-	0.0%
Foreman	-	-	-	0.0%
Operator (Water)	33,148	33,148	-	0.0%
Operator (Water)	33,148	33,148	-	0.0%
Equipment Operator	28,858	28,858	-	0.0%
Laborer (Wastewater)	23,518	23,518	-	0.0%
Meter Reader	23,518	23,518	-	0.0%
Distribution & Collection Certification Adjustment	1,250	-	-	0.0%
Operator (Water - Part Time)	\$16.87 per hour	\$16.87 per hour	-	0.0%