

MEETING NOTICE & AGENDA

# MARION CITY COUNCIL

Monday, March 19, 2018 – 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 February 19, 2018 Council Meeting
  2. Second Reading of Ordinance #18-02 entitled, "An Ordinance of the City of Marion, Kentucky Amending Chapter 74, Establishing Schedule VII of the code Ordinances, By Adding No Through Commercial Traffic"
  3. Presentation and Discussion on Updated Marion Comprehensive Plan
  4. Consideration of Resolution #18-01, entitled, "A Resolution Authorizing Execution of PADD Agreement for Marion Sidewalk Project"
  5. Mayor/Council/Staff Comments & Questions
  6. Adjourn
-

To: Mayor and City Council  
From: Adam Ledford, City Administrator  
Re: Agenda Description  
Date: March 19, 2018

Call to Order  
Public Comments

### **Business Agenda**

- I. Approval of Minutes for 2/19 Council Meeting  
Description:  
A council member does not have to be present at the previous meeting to approve the minutes for that meeting. A copy of the minutes is included in your packet.
  
- II. 2<sup>nd</sup> Reading No Through Commercial Traffic on Country Club Drive  
Description:  
The Council requested an ordinance drafted that would designate Country Club Drive prohibited to through commercial traffic. Included with your packet is a copy of an ordinance that would do this. It allows for exceptions for governmental trucks (military, City, County, State, Schools) and local service/use trucks. The ordinance would lead to signage posted on the route and enforcement by the city police department.
  
- III. Presentation and Discussion on Updated Marion Comprehensive Plan  
Description:  
In your packet is the updated comprehensive plan as proposed by the planning commission. The council will be given another opportunity to share feedback at the April meeting, after which, the commission will conduct a public hearing and consider adopting the new plan. The Council would then receive final consideration for approval at their May meeting. The Council has 90 days to consider the new plan, if approved or no action is taken within that time, the plan is passed.
  
- IV. Resolution Authorizing Agreement with PADD for Grant Administrative Services for Sidewalk Project  
Description:  
In your packet is a copy of a resolution which would give the Mayor permission to sign an agreement with PADD to provide grant administrative services on the sidewalk project. The City has already approved grant funds and an engineer to develop. PADD was the original party to develop the grant application for this project and is well versed in providing these services in other communities. A copy of the contract is also provided in your packet for review.

V. 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.
- The City will be updating our efforts to obtain the CDBG grant starting in April to obtain the \$1,000,000 support from the State.
- I will be meeting with Chamber in the near future as an exit review of the community event recently developed and hosted with my involvement. We will be discussing the possibility of continue to do the event annually.
- The Police Department continues to struggle through staffing issues. Our newest officer recently completed academy and is currently working up to full service. The City is in the process of interviewing to hire another new officer soon.
- The E911 Department continues to struggle through staffing issues. The City is interviewing for full-time and part-time employees to fill additional staffing needs.
- In late February several locals attending meetings at the Capitol. Our day included meetings with the follow groups on the following issues:
  - Department of Transportation – shed location, Country Club Drive/60/641 intersection, ferry operations, and 641 improvements
  - Department of Education – post secondary opportunities and school safety
  - Department of Economic Development – workforce development and business recruitment/transition/expansion/retention
  - Administration of the Courts – courthouse improvements
  - State Senator/Representative – pensions, school safety, revenues, current filed bills
- I have not heard back from Transportation on the idea of a new crosswalk on Main Street.
- Bell Engineering has been conducting right-of-way reviews for the sidewalk project in preparation for the project.
- As reported previously, the City was forced to use alternative methods to bill water usage in January. As result bills due February 10<sup>th</sup> were based on 12-month average usage. Actual readings were incorporated into the software last month. The system adjusted the difference between usage that was payed during the averaging month and actual usage over the 2-month period. The difference was reflected on bills due March 10<sup>th</sup>.
- Perry Newcome and I have discussed some of the details about the possibility for a jointly managed 911E system. I project this summer we will be ready to move forward with considering our future options.

- The paper recently wrote an article about the victory gardens and the future of the property the city owns. I wanted to share with you some history on this issue and provide an update on status.
  - On July 13, 2017, the City conducted a goal setting session at the fire department which included a discussion on the possibility of using the property currently being used by Victory Gardens as a funding option to support capital needs. No structure or concept on how this would look or what would be included was conducted.
  - In August 2017, I approach Robbie Kirk to communicate that the City had discussed the possibility of using the property to raise revenues for capital needs. Robbie expressed a desire to purchase the property and requested time to coordinate efforts to come up with the funds.
  - In late August/early September 2017, Robbie communicated back that he would be unable to acquire the necessary funding but would likely be able to move the gardens if the City decided to sell the property. Robbie further expressed concern about structures on the property which had grants tied to them. He was worried that if the City solid the property his group would need to repay some of the original grants funds. I shared that in light of this information no formal action or request would be conducted until after the 2018 growing season and that nothing was decided as the City had yet to even approve the goals suggested from the July event.
  - In late November/December, Robbie approach me with an idea to incorporate the property into the City/County Park. I expressed that this would not likely be an option as it is contrary to the purpose of selling the property unless the park board was to purchase the property and that was highly unlikely. He did ask that the City consider the idea.
  - In late December, after kicking the idea around, I suggested to Robbie this idea was not an option.
  - In mid to late February, I received a phone call from Robbie indicating his team was removing improvements to the property and would like dirt backfill. I put him in contact with Brian Thomas to assist.
  - In early March, I receive a call from Chris Evans asking questions about the property and victory gardens. This history was shared with him and at no time has there been any discussion about specifics or the pond location.

As you know the City Council has taken no action on property to either sell or even surplus the location. No plans were in place to consider this idea until this coming fall in order to support the above referenced grant concerns. The Council would be asked to consider 2 alternative ideas on selling the property in order to support capital needs:

1. Sell part or all of the lot as 1 unit – This would allow the City to save money (we are still paying \$5,000 annual and owe \$35,000 on the loan to purchase it), re-coup the original \$80,000+ investment for capital needs, return the property to a tax paying status, and possibly lead to residual taxes on any improvements made on the property for the City, County, and Schools.
2. Look into the possibility to sell part or all of the property in divided lots – This would take some time, but possibly lead to saving the City money (the \$5,000/\$35,000 mentioned above), re-coup the original investment (although likely part of this would be needed to cover the improvements needed to sell the property this way), return the property to a tax paying status, and possibly lead to significant residual taxes on any improvements made on the property for the City, County, and Schools (since it would make sense to tie-in a requirement to build on purchase contracts), this option would also lead to 30 or more residential utility customers, increase in housing stock, and increase to in-town population.

IX. Adjournment

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CITY OF MARION, KENTUCKY  
ORDINANCE NO. 18-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF MARION, KENTUCKY AMENDING CHAPTER 74, SCHEDULE V, ESTABLISHING SUBSECTION C OF THE CODE OF ORDINANCES, BY ADDING TRUCK ROUTES.

WHEREAS,

WHEREAS, it is the desire of the City Council of the City of Marion, Kentucky to utilize the authority granted in KRS 189.280(3) by establishing truck routes through its boundaries,

NOW THEREFORE be it ordained by the City Council of the City of Marion as follows:

**SECTION 1. Definitions.**

The term "commercial truck(s)" for the purpose of this Ordinance shall be construed as all commercially owned and operated vehicles having more than two(2) axles, and/or weighing more than three (3) tons including cargo.

**SECTION 2. Application.**

All commercial trucks are prohibited from entering or operating on the entire length of Country Club Drive, from Highway 60 to Chapel Hill Road.

**SECTION 3. Penalty**

Any person who operates a vehicle and any owner who knows or consents to the operation of his vehicle in violation of this division shall, upon conviction, be fined not less than fifteen dollars (\$15.00) nor more than five hundred dollars (\$500.00). And each vehicle so operated on each separate occasion or day in violation hereof, shall constitute a separate offense.

**SECTION 3. Effective Date**

This Order shall be in full force and effect upon its adoption. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Introduced and given first reading at regular meeting of the City Council of the City of Marion, Kentucky held on the \_\_\_\_ day of January, 2018, and finally adopted, after second reading, at a regular meeting of said Council held on the \_\_\_\_ day of February, 2018.

<u>COUNCIL MEMBERS</u>	YES	NO
Donald Arflack	_____	_____
Phyllis Sykes	_____	_____
Darrin Tabor	_____	_____
Michael Byford	_____	_____
Dwight Sherer	_____	_____
D'Anna Sallin	_____	_____

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

\_\_\_\_\_  
 Jared Byford, Mayor  
CERTIFICATE

The undersigned certifies that she is the duly elected and acting City Clerk of the City Council of City of Marion, Kentucky, that the foregoing Ordinance was duly adopted at a regular/special meeting of said Council held on \_\_\_\_\_, 2018, that all actions taken in connection with such Ordinance were in compliance with the requirements of KRS Chapter 61, and that such Ordinance is now in full force and effect, all as appears from the official records of the City in my custody and under my control.

\_\_\_\_\_  
 PAM ENOCH, City Clerk

Dated: \_\_\_\_\_, 2018

**CONTRACT FOR PROFESSIONAL SERVICES**  
**Transportation Alternatives Program**

**PART 1 – AGREEMENT**

This Contract for professional services is by and between the City of Marion State of Kentucky (hereinafter called the "City"), acting herein by Jared Byford, Mayor, hereunto duly authorized, and the Pennyriple Area Development District, a public agency organized under the laws of the Commonwealth of Kentucky (hereinafter called the "Consultant"), acting herein by Jason Vincent, Executive Director, hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the City has entered into an agreement with the State of Kentucky Transportation Cabinet for the implementation of a Transportation Alternatives Program (TAP) project pursuant to Catalog of Federal Domestic Assistance number 20.205 Highway Planning and Construction; and

WHEREAS, the City desires to engage the Consultant to render certain technical assistance services in connection with its Transportation Alternatives program:

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of Consultant

The City hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the following Scope of Services:

2. Scope of Services

The Consultant shall, in a satisfactory and proper manner, perform the following services:

- A. Prepare Environmental Review Record for All Activities. Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices, preparation for Request for Release of Funds, and acquiring adequate documentation. For activities, which are not exempt from Environmental Assessments, an Environmental Assessment will be prepared. For activities, which are exempt and/or categorically excluded from Environmental Assessments, prepare a written Finding of Exemption, which should identify the project or Activity, and under which of the categories of exemption it falls. Also include documentation of compliance with requirements of historic preservation, floodplains and wetlands, and other applicable authorities.
- B. Coordinate with the community the Request for Payments to ensure consistency with the State Account procedures established for the KYTC program.
- C. Ensure that the community follows the Federal-Aid Project Development Guide for Local Public Agencies (LPA Guide) and assist the community in coordination of required activities with KYTC.
- D. Ensure that the community has an acceptable financial management system as it pertains to finances of the TAP program. An acceptable system includes, but is not limited to, cash receipts and disbursement journal and accompanying



ledgers, the cash control register, and should conform to generally accepted principles of municipal accounting.

- E. Establish project files in local government office. These must demonstrate compliance with all applicable Federal, State and local regulations. Monitor project files throughout the programs to ensure they are complete and that all necessary documentation is being retained in the community's files.
- F. If applicable to the program, assist grant recipients in complying with regulations governing land acquisition (real property, easements, rights of way, donation of property, etc.).
- G. Assist engineer in preparation of all bid documents and supervise the bidding process consistent with State and Federal Regulations.
- H. Secure the applicable Federal and State wage decisions and include them in bid specifications.
- I. Prepare construction contracts which comply with Federal regulations.
- J. Obtain determination of contractor and subcontractor eligibility from the State.
- K. Check weekly payrolls to ensure compliance with wage decisions. Conduct onsite interviews and compare the results with appropriate payrolls.
- L. Monitor construction to ensure compliance with Equal Opportunity and Labor Standard provisions.
- M. Obtain progress inspections from engineer and certify partial payment requests.
- N. Assist engineer in making a final inspection and issue a final certificate of payment.
- O. Prepare closeout documents in accordance with the LPA Guide.

Services in each of the above work areas shall be performed under and at the direction of the Associate Director of Community and Economic Development, or his/her designated representative.

### 3. Time of Performance

The services of the Consultant shall commence on February 22, 2018 and be provided on a per-day basis as requested by the Associate Director of Community and Economic Development or his/her designated representative. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Contract. In any event, all of the services required and performed hereunder shall be completed no later than June 30, 2020.

### 4. Access to Information

It is agreed that all information, data, reports, records and maps as exist, available and necessary for the carrying out of the work outlined above, shall be furnished to the Consultant by the City and its agencies. No charge will be made to the Consultant for

such information, and the City and its agencies will cooperate with the Consultant in every way possible to facilitate the performance of the work described in this Contract.

5. Compensation and method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$7,500 for all services required. All contract work will be performed on a time and materials basis. Consultant time for principals and staff will be provided at their respective rate of compensation.

The Consultant shall submit invoices to the City for payment. These invoices shall summarize the number of person-days provided in performing assigned tasks, and shall list the travel and per diem expenses incurred in the preceding month. The City will make payment to the Consultant within thirty (30) days after the receipt of each invoice. The Consultant agrees to keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to the performance of contract work. Such records shall be kept in the offices of the Consultant and shall be made available to the City for inspection and copying upon request.

6. Ownership Documents

All documents, including original drawings, estimates, specifications, field notes and data are the property of the City. Consultant may retain reproducible copies of drawings and other documents.

7. Professional Liability

Consultant shall be responsible for the use of reasonable skill and care befitting the profession in the preparation of particular drawings, plans, specifications, studies and reports and in the designation of particular materials for the project covered by this Contract.

8. Indemnification

The Consultant shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of Consultant and shall exonerate, indemnify and hold harmless the City, its officers, agents and all employees from and against them and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax laws. Further, Consultant shall exonerate, indemnify and hold harmless the City with respect to any damages, expenses or claims arising from or in connection with any of the work performed under this Contract by Consultant. This shall not be construed as a limitation of the Consultant's liability under the Contract or as otherwise proved by law.

9. Terms and Conditions

This Contract is subject to the provisions titled, "Part II – Terms and Conditions," attached hereto and incorporated by reference herein.

10. Address of Notices and Communications

Angie Crawford  
Project Coordinator  
Pennyrile ADD  
300 Hammond Drive  
Hopkinsville, KY 42240  
Phone: 270-886-9484

Jared Byford  
Mayor  
City of Marion  
110 Kendall St, PO Box 125  
Marion KY 42234  
Phone: 270-466-3332

11. Captions

Each paragraph of this Contract has been supplied with a caption to serve only as guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

12. Authorization

This Contract is authorized by the City of Marion on the 22nd day of February, 2018.

ATTEST:

\_\_\_\_\_

CITY OF MARION

By: \_\_\_\_\_  
Jared Byford, Mayor

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

PENNYRILE ADD

\_\_\_\_\_

By: \_\_\_\_\_  
Jason Vincent, Executive Director

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II – TERMS AND CONDITIONS

#### 1. Termination of Contract for Cause

If through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenant, agreements or stipulations of this Contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

#### 2. Termination for Convenience of the City

The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the City as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.

#### 3. Changes

The City may, from time to time, request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Contract.

#### 4. Personnel

- A. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability

The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto: provided, however, that claims for money by the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

6. Reports and Information

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

8. Copyrights and Patents

Any copyrightable work resulting from this Agreement is available to the author for such, but the City and the Kentucky Department for Local Government reserve the option for unlimited use and license to such work. Any discovery or invention shall be reported promptly to the City and the Kentucky Department for Local Government for the determination as to whether patent protection should be sought and how the rights of any patent shall be disposed of and administered in order to protect the public interest.

9. Compliance with Local Laws

The Consultant shall comply with applicable laws, ordinances and codes of the State and local governments.

10. Access to Records

The Consultant shall maintain accounts and project records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available to the City, the Kentucky Governor's Office for Local Development Commonwealth of Kentucky Finance & Administration Cabinet, Commonwealth of Kentucky Auditor of Public Audits, Commonwealth of Kentucky Legislative Research Commission, U.S. Department of Housing and Urban Development, the U. S. Department of Labor, and the Comptroller General of the United States, or any of their duly authorized representatives. These parties shall have access to any books, documents, papers and records of the Consultant, which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions. All records shall be maintained for five years after project closeout.

11. Title VI, Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

12. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

13. Age Discrimination

The Contractor shall comply with the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age. No person shall be excluded from participation in, denied program benefits of, or subject to discrimination on the basis of age under any program or activity funded in whole or in part with Federal funds.

14. Section 504

The Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, which extends the prohibitions against discrimination to individuals with disabilities.

15. Conflict of Interest Clauses

Interest of Members of a City

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

Interests of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

Interest of Consultant and Employees

The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his

services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

16. "Section 3" Compliance

- A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work and purchase of services and supplies in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- C. The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment training.
- D. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a *finding* that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors

and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

17. Equal Opportunity Clause (Contracts above \$10,000)

During the performance of this Contract, the Consultant agrees as follows:

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 compensation; and selection of training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
  
- B. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  
- C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  
- D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
  
- E. The Consultant will furnish all information and reports required by Executive Order 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 City's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.



- F. In the event of the Consultant's noncompliance with the non-compliance clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 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 Consultant will include the provisions of paragraphs (A) through (G) 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 11246 of September 24, 1965 as amended, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Housing and Community Development, the Consultant may request the United States to enter such litigation to protect the interests of the United States.

**RESOLUTION #18-01**

**A RESOLUTION AUTHORIZING EXECUTION OF PADD AGREEMENT FOR 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,

**WHEREAS**, Pennyrile Area Development District assisted the City in applying for the grant funds, and,

**WHEREAS**, Pennyrile Area Development District is willing to provide grant administrative services for the project, and

**NOW THEREFORE BE IT RESOLVED**, the City of Marion does hereby authorize Mayor Jared Byford to sign an agreement with PADD for grant administrative services, 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: \_\_\_\_\_

**CITY OF MARION, KENTUCKY  
FINANCIAL STATEMENT  
March 2018**

	<u>Balance Feb 1</u>	<u>Receipts</u>	<u>Expenditures</u>	<u>Balance Mar 1</u>
General Fund	\$ 163,722.09	\$ 181,767.56	\$ 104,945.97	\$ 240,543.68
Municipal Aid Fund	\$ 111,818.20	\$ 21.45		\$ 111,839.65
LGEAF Mineral Severance	\$ 6,646.79	\$ 1.27		\$ 6,648.06
Operation & Maintenance Fund	\$ 5,033.41	\$ 59,066.81	\$ 63,061.69	\$ 1,038.53
Sewer Fund	\$ 18,077.52	\$ 45,896.90	\$ 63,737.92	\$ 236.50
*Consumer Deposits	\$ 8,190.91	\$ 1,500.06	\$ 2,025.31	\$ 7,665.66
Env. Assess. Building Fund	\$ 177,877.81	\$ 16,893.54	\$ 103,524.00	\$ 91,247.35
*1988 Sinking Fund	\$ 13,394.62	\$ 2,450.22		\$ 15,844.84
*1993 Sinking Fund	\$ 34,113.41	\$ 2,920.54		\$ 37,033.95
Waterline Sinking Fund	\$ 19,853.55	\$ 5,500.33		\$ 25,353.88
*1988/93 Reserve Fund	\$ 6,418.59	\$ 0.05		\$ 6,418.64
Sewer Project R & I	\$ 15,419.57	\$ 4,000.00		\$ 19,419.57
Police Drug & Alcohol	\$ 1,946.36			\$ 1,946.36
*Revolving Loan Fund	\$ 225,171.67	\$ 16,184.10		\$ 241,355.77
Rest. & Motel Acct.	\$ 41,997.85	\$ 16,840.09	\$ 52,735.93	\$ 6,102.01
Main Street Acct.	\$ -			\$ -

**INVESTMENTS**

General Fund-----	\$ 487,247.65
General Project Account-----	\$ 50,003.81
Insurance Fund (Street Dept. 9,592.22-----	\$ 9,592.22
Municipal Aid Fund-----	\$ 8,382.88
*Consumer Deposits-----	\$ 80,104.26
Operation & Maintenance Fund-----	\$ 30,000.00
1969 Replacement & Improvement Fund-----	\$ 170,370.64
1969 Reserve Fund-----	\$ 54,000.00
*1988 Reserve Fund-----	\$ 50,000.00
Police Equipment Fund-----	\$ 66.37

**LOANS**

1988 Loan-----	\$ 255,000.00
1993 Loan-----	\$ 374,000.00
Sewer Project-----	\$ 351,143.08
City Hall Lease-----	\$ 670,000.00
Land Lease-----	\$ 33,309.73
Main Street Waterline-----	\$ 986,364.66
New Sewer Plant-----	\$293,445.00

\*Restricted Funds  
\*\*Semi-restricted Fund

Respectively submitted,

*Melinda Gipson*  
Melinda Gipson, Treasurer

**Gas Used**                      **2/28/2018**

Adm.	\$0.00
Police	\$457.69
Street	\$0.00
Fire	\$165.75
Water Plant	\$115.49
Maint.	\$394.27
Sewer Plant	\$96.62
Sewer Maint.	\$367.52
Utility Dir.	\$0.00
Planning	\$33.57
<b>TOTAL</b>	<b>\$1,630.91</b>