

Meeting Notice & Agenda

# MARION CITY COUNCIL

Monday December 15, 2025 – 5:00 PM  
Marion City Hall, 217 South Main Street, Marion, KY

## Agenda

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Prayer**
- IV. Public Comments**
- V. Minutes**
  - a. Consideration of approving minutes of November 17, 2025, regular meeting
- VI. New Business**
  - a. A representative from Walker and Associates to present the 2024-25 audit
  - b. A representative from Eclipse Engineering to update on projects
  - c. Consideration of resolution No. 25-07 entitled, "A RESOLUTION OF THE CITY OF MARION, KENTUCKY, TO ENTER INTO AN AGREEMENT WITH CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT FOR WATER"
- VII. Continuing Business**
  - a. Consideration of second reading of ordinance No. 25-18 entitled, "AN ORDINANCE AMENDING §91.99 PENALTY FOR VIOLATION OF CHAPTER 91: STREETS AND SIDEWALKS ORDINANCE FINE SCHEDULE"
  - b. Consideration of second reading of ordinance No. 25-19 entitled, "AN ORDINANCE AMENDING §92.99 PENALTY FOR VIOLATION OF CHAPTER 92: NUISANCES FINE SCHEDULE"
  - c. Consideration of second reading of ordinance No. 25-20 entitled, "AN ORDINANCE AMENDING ORDINANCE 25-10 AMENDING THE PAY PLAN FOR CLASSIFIED CITY EMPLOYEES AND NON-ELECTED OFFICIALS".
- VIII. Department Reports**
  - a. City Administrator/Treasurer
  - b. Police
  - c. Fire
  - d. Water Plant
  - e. Sewer Plant
  - f. Code Enforcement/Planning & Zoning/Board of Adjustment
  - g. Public Works
- IX. Mayor/Council/Staff Comments, Reports, and Questions**
- X. Adjourn**

**Meeting of the Marion City Council**  
**Monday, November 17, 2025, at 5:00 PM**

The Marion City Council met in regular session on November 17, 2025, at 5:00 PM with Mayor Browning presiding. Council Members present were as follows: Randy Dunn, Wanda Olson, Taylor Davis, Dwight Sherer, and Bobby Belt. City Employees present were as follows: Chief Bobby West, Ray O'Neal, Layten Croft, Cortny Cosby, Anna Baker, Greg Tabor, Red Howton, Brian Kirby, Tanya Byers and Legal Service Officer Bart Frazer.

**Public comments**

Ric Carder stated several places he believed the streets and sidewalks could be potentially dangerous to pedestrians. Ric also questioned why the city was seeking a new City Administrator. Mayor Browning advised it was due to a personnel issue.

**General Government**

A motion was made by Bobby Belt and seconded by Randy Dunn to approve the minutes from the regular meeting October 20, 2025. All present members voted yes. Motion carried.

A motion was made by Randy Dunn and second by Dwight Sherer to approve the minutes from the special called meeting October 27, 2025. All present members voted yes. Motion carried.

Mayor Browning suggested to the council the re-appointment of Casey Winstead to the Planning and Zoning Board. A motion was made by Dwight Sherer, seconded by Randy Dunn to re-appoint Casey Winstead to the Planning and Zoning Board. All present members voted yes. Motion carried.

Mayor Browning suggested to the council the re-appointment of Paul Belt to the Planning and Zoning Board. A motion was made by Randy Dunn, seconded by Taylor Davis to re-appoint Paul Belt to the Planning and Zoning Board. All present members voted yes. Motion carried.

Mayor Browning suggested to the council the appointment of Keith Todd to the City of Marion Tourism Board. A motion was made by Taylor Davis, seconded by Wanda Olson to appoint Keith Todd to the City of Marion Tourism Board. All present members voted yes. Motion carried.

City Treasurer Layten Croft began a discussion on the Employee Handbook Section 8: Holidays & Vacation leave. Motion was made to grant employees time off for Christmas Eve 2025, Christmas Day 2025, December 26, 2025, New Years Eve and New Years Day by Wanda Olson, seconded by Taylor Davis. All present members voted yes. Motion carried. A motion to approve giving the employee the option to roll over accrued time exceeding 80 hours into the 2026 payroll year or to choose a payout was made by Bobby Belt, seconded by Randy Dunn. All present members voted yes. Motion carried.

Marion Fire Department Volunteer Evan Cruce stated the fire department was looking to replace a 50-year-old engine and stated they are asking for \$50,000 more to allow room for negotiating. Mayor Browning asked how much it would cost to transport the engine to Marion. MFD Volunteer Garry Cruce stated the transport cost would be roughly \$5,000. Garry stated the MFD has had 7 runs in five days, they also have a verbal agreement with Crittenden County for mutual aid. Bobby Belt stated he saw the need, not a dire need but did not want to get behind the 8 ball. Dwight Sherer stated from prior experience he had complete confidence the MFD would do their best to negotiate. A motion was made to increase the allotment from \$50,000 to \$100,000 by Taylor Davis, seconded by Randy Dunn. All present members voted yes. Motion carried.

Code Enforcement/ Planning and Zoning Officer Tanya Byer's update she has received 19 new complaints, 14 new violations, \$490 in total with \$405 paid back. Tanya stated there was not a Code Enforcement Board meeting in November due to rolling cases over to the next month. Tanya stated she was able to get 4 property owner signatures agreeing to tear down their abandoned structures in the spring of 2026. Tanya added that she has spoken to 46 properties regarding their house address not being displayed. Tanya stated the Planning and Zoning Board/ Code Enforcement Board were out of compliance, she announced that she has found a way to train remotely at City Hall, that training would be held in December. Tanya updated that citizens can now report complaints, file an appeal, etc. on our City of Marion Website. Bobby Belt asked about the property by Scott Tabor on Depot St. Tanya stated that was in progress.

Dwight Sherer asked if there was any progress on the list of people Tanya was previously unable to get in touch with. Tanya responded no and stated she was in the process of making a priority list for when the funds are available. Dwight Sherer requested a copy of the list of people Tanya was unable to contact.

Legal Service Officer Bart Frazer provided the first reading of ORDINANCE NO. 25-18 AN ORDINANCE AMENDING \$91.99 PENALTY FOR VIOLATION OF CHAPTER 91: STREETS AND SIDEWALKS ORDINANCE FINE SCHEDULE. Dwight Sherer sponsored ORDINANCE NO. 25-18 AN ORDINANCE AMENDING \$91.99 PENALTY FOR VIOLATION OF CHAPTER 91: STREETS AND SIDEWALKS ORDINANCE FINE SCHEDULE.

Legal Service Officer Bart Frazer provided the first reading of ORDINANCE NO. 25-19 AN ORDINANCE AMENDING \$92.99 PENALTY FOR VIOLATION OF CHAPTER 92: NUISANCES FINE SCHEDULE. Bobby Belt sponsored ORDINANCE NO. 25-19 AN ORDINANCE AMENDING \$92.99 PENALTY FOR VIOLATION OF CHAPTER 92: NUISANCES FINE SCHEDULE.

Maintenance Supervisor Greg Tabor updated the 20-year-old leaf vacuum was down due to the hydraulic pump and added he was currently looking for a replacement to get a quote. Greg stated the meter installation was still going, moving slowly. City Treasurer Layten Croft commended City Clerk Cortny Cosby and Administrative Assistant Anna Baker for their work during the meter change outs.

The Council met in closed session pursuant to KRS 61.810(1)(f) discussing the appointment, or dismissal of an individual employee. A motion was made to go into closed session by Dwight Sherer, seconded by Bobby Belt at 6:08 PM. All present members voted yes. The Mayor, Council and Legal Service Officer Bart Frazer went into the conference room. A motion was made by Bobby Belt, seconded by Wanda Olson to exit the closed session at 6:58 PM. All present members voted yes. Mayor Browning advised Adam Ledford would be the Interim City Administrator. Roll Call: Randy Dunn, no; Wanda Olson, no; Taylor Davis, yes; Dwight Sherer, yes; Bobby Belt, yes. Motion Passed.

Legal Service Officer Bart Frazer provided the first reading of ORDINANCE NO. 25-20, AN ORDINANCE AMENDING ORDINANCE 25-10 AMENDING THE PAY PLAN FOR CLASSIFIED CITY EMPLOYEES AND NON-ELECTED OFFICIALS. Dwight Sherer sponsored ORDINANCE NO. 25-20, AN ORDINANCE AMENDING ORDINANCE 25-10 AMENDING THE PAY PLAN FOR CLASSIFIED CITY EMPLOYEES AND NON-ELECTED OFFICIALS.

Dwight Sherer made a motion to nominate Cutter Singleton for the vacant council seat, seconded by Taylor Davis. Randy Dunn made a motion to nominate Jeremy Dempsey to the vacant council seat, seconded by Bobby Belt. Roll call: Randy Dunn, Jeremy Dempsey; Wanda Olson, Cutter Singleton; Taylor Davis, Cutter Singleton; Dwight Sherer, Cutter Singleton; Bobby Belt, Jeremy Dempsey. Mayor Browning congratulated Cutter Singleton.

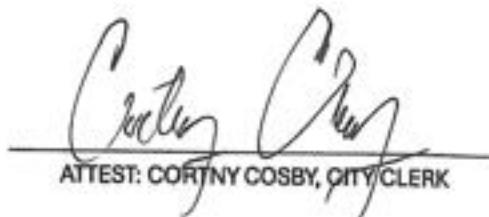
#### Other Business

Bobby Belt stated that he was thankful for everyone, and the opportunity to discuss different opinions.

#### Adjournment

There being no further business to come before the council, Randy Dunn made a motion to adjourn, seconded by Wanda Olson. The meeting was adjourned at 7:06 PM.

  
D'Anna Browning  
MAYOR D'ANNA BROWNING

  
Cortny Cosby  
ATTEST: CORTNY COSBY, CITY CLERK

**CITY OF MARION, KENTUCKY**  
**ORDINANCE NO. 25-20**

**AN ORDINANCE AMENDING ORDINANCE 25-10 THE PAY PLAN FOR**  
**CLASSIFIED CITY EMPLOYEES AND NON-ELECTED OFFICIALS**  
**AND SETTING COMPENSATION FOR ELECTED OFFICIALS FOR FISCAL YEAR**  
**BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026, AND ADOPTING THE**  
**PAY PLAN FOR ELECTED AND APPOINTED OFFICIALS FOR THE SAME**  
**FISCAL YEAR**

NOW THEREFORE BE IT ORDAINED by the City of Marion, Kentucky as follows:

**Section One:** The Pay Plan as set forth in Ordinance 25-10 is amended as follows:

General Fund	Current Pay	New Pay	\$ Increase	% Increase
City Treasurer	\$51,923.43	\$55,000.00	\$3,076.57	5.9%

The remainder of the Pay Plan is hereby ratified and reaffirmed as if set out in its entirety.

**Section Two:** That this ordinance shall be effective upon its proper passage and publication pursuant to KRS 424 *et seq.*

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

COUNCIL MEMBERS

YES

NO

Randy Dunn

\_\_\_\_\_

Wanda Olson

\_\_\_\_\_

Taylor Davis

\_\_\_\_\_

Dwight Sherer

\_\_\_\_\_

Bobby Belt

\_\_\_\_\_

Cutter Singleton

\_\_\_\_\_

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:

D'ANNA BROWNING, MAYOR

ATTEST:

CORTNEY CO\$BY, CITY CLERK

**CITY OF MARION, KENTUCKY**  
**ORDINANCE NO. 25-18**

**AN ORDINANCE AMENDING § 91.99 PENALTY FOR VIOLATION OF  
CHAPTER 91: STREETS AND SIDEWALKS ORDINANCE FINE SCHEDULE**

**WHEREAS**, the City Council of Marion, Kentucky has determined that the fine schedule for violation of Chapter 91 Streets and Sidewalks to keep pace with inflation should be modified,

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

**Section One:** This Ordinance amends § 91.99 STREETS AND SIDEWALKS as follows:

(A) Any person, firm or corporation violating any provisions of § 91.36 shall be fined not less than \$25 \$50 nor more than \$500 for each offense. Any person violating any provisions of § 91.36 may in addition to a fine or in lieu of a fine be imprisoned for not more than six months.

(B) Whoever violates any provision of this chapter for which no penalty is otherwise provided shall be guilty of a misdemeanor and shall, upon conviction, be fined not more than \$100 \$200.

**Section Two:** That this ordinance shall be effective upon its proper passage and publication pursuant to KRS 424 *et seq.*

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

COUNCIL MEMBERS	YES	NO
Randy Dunn	_____	_____
Wanda Olson	_____	_____
Taylor Davis	_____	_____
Dwight Sherer	_____	_____
Bobby Belt	_____	_____
Cutter Singleton	_____	_____

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:

D'ANNA BROWNING, MAYOR

ATTEST: COKI NY COSBY, CITY CLERK

CITY OF MARION, KENTUCKY  
ORDINANCE NO. 25-19

**AN ORDINANCE AMENDING § 92.99 PENALTY FOR VIOLATION OF  
CHAPTER 92: NUISANCES FINE SCHEDULE**

WHEREAS, the City Council of Marion, Kentucky has determined that the fine schedule for violation of Chapter 92 Nuisances to keep pace with inflation should be modified,

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

**Section One:** This Ordinance amends § 92.99 NUISANCES as follows:

(A) In addition to the civil remedies provided for in §§ 92.01 through 92.08, it shall be unlawful for any person to continue and maintain the public nuisance as described herein, and any person violating any provisions of §§ 92.01 through 92.08 shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any amount not less than \$5 \$50 nor more than \$100 \$500 or be imprisoned in the city jail county detention center for a period not exceeding 30 days or be both so fined and imprisoned. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

(B) Any person who shall fail to conform to the provisions of §§ 92.15 through 92.18 or violates any provisions of §§ 92.15 through 92.18 shall be guilty of a violation thereof and upon conviction in any court of competent jurisdiction shall be punished by a fine of not less than \$25 \$50 nor more than \$250 \$500 and shall be liable for the costs of prosecution for each such offense. Each day that a violation continues to exist shall be considered a separate and distinct violation.

**Section Two:** That this ordinance shall be effective upon its proper passage and publication pursuant to KRS 424 *et seq.*

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

COUNCIL MEMBERS	YES	NO
Randy Dunn	_____	_____
Wanda Olson	_____	_____
Taylor Davis	_____	_____
Dwight Sherer	_____	_____
Bobby Belt	_____	_____
Cutter Singleton	_____	_____

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:

D'ANNA BROWNING, MAYOR

ATTEST: CORTNY COSEY, CITY CLERK

## WATER PURCHASE CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_ day of December, 2025, by and between the CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT, a municipal corporation organized as a water district under Chapter 74 of the Kentucky Revised Statutes, a party of the first party, hereinafter referred to as the "Seller", and THE CITY OF MARION, KENTUCKY, a City of the Home Rule Class, organized and existing under the laws of the State of Kentucky, with offices at 217 South Main Street, Marion, Kentucky 42064, party of the second part, hereinafter referred to as the "Purchaser",

### W I T N E S S E T H:

WHEREAS, the Seller is a water district organized under KRS Chapter 74; and .

WHEREAS, the Purchaser is a municipality of the Home Rule Class in need of a supplemental source of water to serve the citizens and residents of its service area, and

WHEREAS, the Seller is willing to sell the Purchaser a sufficient supply of available water which is reasonably expected to be available to Seller after providing for the anticipated water service obligations of the Seller to its own customers, and

WHEREAS, the governing bodies of the Purchaser and of the Seller have duly authorized the execution of this Contract,

NOW, THEREFORE, in consideration of the premises, of the mutual covenants and agreements herein contained, of the prompt payment of the rates as herein agreed to and set out, and of the prompt delivery of the water supply as herein agreed to and set out, the parties hereto have agreed as follows:

1. The Seller agrees to sell and deliver to the Purchaser, and the Purchaser agrees to purchase and receive from the Seller on an as-needed basis water, for whatever purposes desired by the Purchaser and for such others as the Purchaser may contract with for the furnishing of water, subject to the terms and conditions set out herein.
2. This Contract shall become effective upon ratification by the parties and shall continue for a period of 5 years certain thereafter.
3. This Contract is also subject to the approval of the Kentucky Public Service Commission.
4. The quality of water delivered by the Seller to the Purchaser hereunder shall meet the standards of the United States Environmental Protection Agency/Kentucky Division of Water regulations for drinking water.
5. The Seller shall maintain water pressure sufficient to Purchaser at the Connection Point at all times, except in cases of unavoidable casualty, acts of God, strikes, or other instances beyond the reasonable control of the Seller.
6. The water supplied by the Seller shall be supplemental to the Purchaser's own supply of water. As such there is no minimum purchase amount, Seller shall use reasonable diligence and care to provide a supply of water to the Purchaser and to avoid any shortage or interruption of service

thereof when requested. However, the Seller shall not be liable for any failure, interruption, or shortage of water or any loss or damage resulting therefrom, occasioned in whole or in part by any cause beyond the reasonable control of the Seller and given the demands upon its system by its regular customers.

7. That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser.

8. A master meter or meters (the "Master Meter") shall be furnished and installed at the expense of the Seller and shall be located within the boundaries of the Purchaser at the Connection Point. Such Master Meter shall be equipped (also at the expense of the Seller) with a check valve and valves which shall be located at a reasonable place or places at or near the Connection Point, as shall be mutually agreed upon by the parties. Such Master Meter and check valve(s) shall measure the quantity of water furnished by the Seller and used by the Purchaser, on a monthly basis, and will determine the monthly amounts to be paid by the Purchaser to the Seller for such water, subject to all applicable conditions and limitations specified herein.

9. The Master Meter shall be checked by both the Seller and the Purchaser through their authorized agent(s) or employee(s), and said Master Meter shall be maintained and tested according to any applicable rules and regulations of the Public Service Commission of Kentucky, and if found to be inaccurate, shall be corrected as soon as practicable (and adjustments based on

such meter testings shall be made in previous payments to conform to the results of such tests).

10. The Master Meter shall measure the water furnished by the Seller and used by the Purchaser on a daily basis, and will determine the monthly amounts to be paid by the Purchaser to the Seller for such water. Said Master Meter shall be read periodically, at least once each ten days, by an officially designated employee of the Seller and such Master Meter shall be accessible at all reasonable times to an officially designated employee of the Purchaser for the purpose of reading and checking same. The official readings, which will determine the basis of the charges rendered to the Purchaser, will be the readings made by the Seller.

11. The Purchaser agrees to pay for the water so sold and delivered to the Connection Point, at the rate of \$3.78 per 1,000 gallons; provided however, in any year thereafter for the extent of this Contract, such rate may be adjusted for the extent of this Contract, such rate may be adjusted by the Seller upon 90 days' notice from the Seller to the Purchaser, as follows:

Upon written request of either party, made at least ninety (90) days in advance of the proposed effective date of such adjustment, which requests shall not be made more frequently than once a year, such rates shall be adjusted based on any increase or decrease in the costs borne by the Seller since the beginning of the initial effective period of such rates, or since the last adjustment in rates between the parties, whichever is later, the costs increases so taken into account being the costs of producing and delivering water to the Master Meter of

the Purchaser, such costs to be determined based upon the certified audit of the records of the Seller by a certified public accountant, a copy of which audit shall be furnished to the Purchaser. Any adjustment in rates shall be subject to review and final approval by the Public Service Commission of Kentucky. Such costs per 1,000 gallons of producing water shall be based on the total number of gallon of water produced by the Seller, regardless of the amount of water sold by the Seller to the Purchaser.

As set out above, any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs or performance hereunder, but such costs shall not included increased capitalization (being defined as "increased valuation without capital expenditure") of the Seller's system. All provisions of this contract may be modified or altered by mutual agreement.

Payment to Seller shall be made monthly for the water consumed by Purchaser for the prior month.

12. The Purchaser agrees to maintain and repair, and keep all of its mains, pipes, services, and facilities in reasonably good condition to enable it to continue purchasing water from the Seller.

13. The Purchaser assumes all responsibility for its own billing and for maintenance of its own system, the responsibility of the Seller being solely to deliver water to the Purchaser at the Connection Point. The Purchaser will assume the burden and cost of distribution of the water to its customers from the point of the Master Meter, including the cost of all electric power, insurance, pumping, storage, and related expense. If any booster pumping station is

required by the Purchaser in order to effect the distribution of water purchased from the Seller from the point of the Master Meter to the customers of the Purchaser, the entire cost of such booster pumping station will be borne by the Purchaser, provided, however, that is and to the extent that any such booster pumping station shall be required in order to enable the Seller to deliver water at the Connection Point, the cost thereof will be borne by the Seller.

14. Nothing contained in this Contract is to be construed or intended by the parties as divesting the Public Service Commission of Kentucky of any of its authority, jurisdiction, control, and prerogatives in connection with either of the parties.

15. That in the event of any occurrence rendering the Purchaser incapable of performing under this Contract, any successor of the Purchaser, whether the successor of the Purchaser, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser hereunder.

19. When the Purchaser expands its sewage treatment to residences served their water by Seller, Seller agrees to cooperate in a reasonable manner with Purchaser in providing such sewer service and assist the Purchaser in billing those residences for such sewer service.

20. If any section, paragraph, or clause of this Contract be held invalid, the invalidity of such section, paragraph, or clause shall not effect any of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the Seller, by resolution duly adopted by its Board of Commissioners, authorizing its Chairman and its Secretary, and the Purchaser, by Ordinance duly enacted by its City Council, authorizing its Mayor and its City Clerk to affix their respective signatures, together with the seals of said respective parties, have hereunto executed this Contract, as of the date first hereinabove written.

(Seal of District)

CRITTENDEN-LIVINGSTON COUNTY  
WATER DISTRICT

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T.L. MADDUX, CHAIRMAN

ATTEST:

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SECRETARY

(Seal of City )

CITY OF MARION, KENTUCKY

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MAYOR D'ANNA BROWNING

ATTEST:

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CORTNY COSBY, CITY CLERK

**§ 91.36 DAMAGE TO STREET OR SIDEWALK.**

(A) No person shall remove any part of any street or sidewalk or of any structure forming part of a street or supporting part of a street or sidewalk and no person shall do any damage to any street or to any structure forming any part of a sidewalk. No person shall destroy any street, part of a street or structure forming part of a street or supporting part of a street or destroy any sidewalk, part of a sidewalk or structure forming part of a sidewalk or supporting part of a sidewalk.

(B) Nothing in this section shall be interpreted as prohibiting any person from doing any act authorized by the body politic or other agency having jurisdiction over a street or sidewalk.

(C) Nothing in this section shall be interpreted as abolishing or restricting any rights or liabilities created by law, including the right of the city to be awarded damages in a civil suit or loss suffered as a result of any act prohibited or regulated in this section. It is expressly provided that any person, firm or corporation removing, damaging or destroying any street or sidewalk shall be liable and responsible to the city for all costs of repairs.

(Ord. 91-2, passed 2-18-91) Penalty, see § 91.99

## **§ 92.01 DEFINITIONS.**

For the purpose of §§ 92.01 through 92.08 the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**"APPLIANCES."** Any unit, or part thereof, of furniture, industrial or business equipment, whether functional or ornamental and whether mechanical or powered by some source of energy or not, including, but not limited to, stoves, refrigerators, television sets, beds, lamps, tools, china, tables, chests, antiques, the condition of which is one of the following:

- (1) Wrecked;
- (2) Dismantled;
- (3) Partially dismantled;
- (4) Inoperative;
- (5) Abandoned;
- (6) Discarded; or
- (7) Display for purpose of sale.

**"JUNKED MOTOR VEHICLES."** Any contrivance, or parts thereof, propelled by power and used for transportation of persons or property on public streets and highways, the condition of which is one or more of the following:

- (1) Wrecked;
- (2) Dismantled;
- (3) Partially dismantled;
- (4) Inoperative;
- (5) Abandoned; or
- (6) Discarded.

**"PERSON."** Any individual, firm, partnership, association, corporation, company, or organization of any kind.

(Ord. passed 8-21-72)

## **§ 92.02 MAINTAINING PUBLIC NUISANCE.**

(A) The presence of any junked motor vehicle or appliance on public property or on any private lot, tract, or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the city, shall be deemed a public nuisance. It shall be unlawful for any person to cause or maintain such a public nuisance by placing an appliance on, or by wrecking, dismantling, partially dismantling, rendering inoperable, abandoning, or discarding any motor vehicle on the real property of another, or to suffer, permit, or allow a junked motor vehicle or appliance to be parked, left, or maintained on his own real property, provided that this provision shall not apply with regard to:

- (1) Any motor vehicle or appliance in an enclosed building.
- (2) Any motor vehicle or appliance on property occupied and used for repair, reconditioning, and remodeling of motor vehicles, or appliances.
- (3) Any appliance, bedding, rugs, clothing, or other units of fabric, glass, crockery, ceramics, and other items or ornaments outside of an enclosed building displayed for the specific purpose of conducting a public auction, private sale, sidewalk sale, garage sale, or any other type of sale on a temporary basis not to exceed 48 hours, provided, that any person, firm, or corporation shall be limited to six such sales per year.

(B) The owner, occupant or agent of any owner or occupant of lots, parcels or areas within the city limits permitting pools of water to accumulate and remain on the premises and become stagnant and foul.

(C) Nothing in this section shall authorize the maintenance of a public or private nuisance as defined under other provisions of law.

(Ord. passed 8-21-72; Am. Ord. passed 7-16-73; Am. Ord. 02-18, passed 7-17-02)

Penalty, see § 92.99(A)

Statutory reference:

Nuisance abatement, see KRS 65.8840

**§ 92.03 NONEXCLUSIVE REGULATION.**

Sections 92.01 through 92.08 are not the exclusive regulation of abandoned, wrecked, dismantled, or inoperative vehicles or appliances within the city. Such junked motor vehicles or appliances are declared to be a public nuisance and unlawful as set out in § 92.02 above. The provisions of §§ 92.01 through 92.08 are supplemental and in addition to all other regulatory codes, statutes, and ordinances heretofore enacted by the city, state, or other legal entity or agency having jurisdiction.

(Ord. passed 8-21-72)

**§ 92.04 ENFORCEMENT.**

The provisions of §§ 92.01 through 92.08 shall be administered and enforced by the City Administrator. In the enforcement of §§ 92.01 through 92.08, such officer and his duly authorized agents, assistants, employees, or contractors, may enter upon private or public property to examine a junked motor vehicle or appliance, or obtain information as to the identity of a junked motor vehicle or appliance, and of the owner thereof, and to remove or cause removal of a junked motor vehicle or appliance declared to be a nuisance pursuant to §§ 92.01 through 92.08.

(Ord. passed 8-21-72; Am. Ord. 85-1, passed 3-18-85)

**§ 92.05 NOTICE TO ABATE; HEARING; APPEAL.**

(A) Whenever the enforcement officer shall deem such a public nuisance to exist, he shall issue a notice to the parties hereinafter stated, and such notice shall:

- (1) Be in writing;
- (2) Specify the public nuisance and its location;
- (3) Request the public nuisance to be abated; and
- (4) Advise the party that he has ten days to abate the nuisance or to make a written demand for a hearing before the enforcement officer or else the public nuisance will be removed and abated by the city.

(B) The notice shall be sent by registered mail, return receipt requested, to the last known address of the owner of the property whereon the nuisance is located, as it appears on the current tax assessment roll. Where the owner of the property is not the occupant thereof, such notice shall be mailed also to the occupant. The enforcement officer shall coordinate his efforts to determine ownership of a junked motor vehicle with the City Police Department, and notice shall also be sent to the last registered and legal owner of record of the junked motor vehicle, unless the owner is the owner or occupant of the premises whereon the nuisance is located, and unless identification numbers are not available to determine ownership of the vehicle. If the owner, or his address, of any junked motor vehicle is not known or cannot be readily ascertained, the notice to him to abate, and his right to a hearing may be given by attaching such notice to the vehicle no

less than ten days before action is to be taken. If the latter method of service is used, the enforcement officer shall make an affidavit attesting to such facts. Where a junked motor vehicle is found to be upon any public property within the city, notice to the owner of the vehicle is all that shall be required. Where a junked appliance is found on public property, no notice shall be required.

(C) In the event a hearing is demanded, such hearing shall be held within five days after the demand is made and shall be conducted by the enforcement officer, who shall hear all the facts and testimony on the condition of the junked motor vehicle or appliance, and the circumstances concerning the location. Such hearing shall not be limited by technical rules of evidence. The enforcement officer may impose such conditions and take such other action as he deems appropriate under the circumstances to carry out the purposes of §§ 92.01 through 92.08. He may delay the time for removal of the junked motor vehicle or appliance, if, in his opinion, circumstances justify it. At the conclusion of any hearing, the enforcement officer may find that a junked motor vehicle has been abandoned, wrecked, dismantled, or is inoperative on private or public property or that an appliance has been abandoned, wrecked, dismantled, is inoperative, or displayed for sale on private or public property, and order the same removed from the property as a public nuisance and order disposal of same. The order requiring removal shall include a description of the appliance or junked motor vehicle and the correct identification number and state license tag number of the junked motor vehicle, if available at the site.

(D) Any interested party may appeal the decision of the enforcement officer by appealing to any court of competent jurisdiction pursuant to the rules of civil procedure within 14 days after the decision. If no appeal is taken within the time prescribed, or immediately after a final judicial review affirming the right to remove the nuisance, the enforcement officer shall cause the junked motor vehicle or appliance to be removed and disposed of in any manner as he may provide.

(Ord. passed 8-21-72)

#### **§ 92.06 REMOVAL BY CITY; LIEN.**

(A) Upon the failure, neglect, or refusal to abate by any owner/occupant or owner of private property who has been notified and ordered to abate such public nuisance within the times as set forth above, the enforcement officer is authorized, empowered and directed to remove same and dispose of it.

(B) The cost of such removal and disposal shall be accounted for by the enforcement officer, and where the full amount due the city for such service is not paid by such owner within 30 days after the disposal of such nuisance, then and in that case, the enforcement officer shall cause to be recorded in the County Court Clerk's office a sworn statement showing the cost and expense incurred for the work, the date the work was done, and the location of the property on which the work was done. The recordation of such sworn statement shall constitute a lien and privilege on the property, and shall remain in full force and effect for the amount due in principal and interest, plus cost of court, if any, for collection, until final payment has been made. Sworn statements recorded in accordance with the provisions hereof shall be *prima facie* evidence that all legal formalities have been complied with and shall be full notice to every person concerned that the amount of the statement, plus interest, constitutes a charge against

the property designated or described in the statement and that the same is due and collectible as provided by law.

(Ord. passed 8-21-72)

**§ 92.07 LIABILITY.**

Neither the owner or occupant of the premises from which any aforesaid junked motor vehicles shall be removed, their servants or agents, or any department of the city, or its agents, shall be liable for any loss or damage to the junked motor vehicle or appliance while being removed or as a result of any subsequent sale or other disposition.

(Ord. passed 8-21-72)

**§ 92.08 COMPLIANCE; WRITTEN PERMISSION.**

The removal of the junked motor vehicle or appliance from the premises prior to the time for removal by the city shall be considered compliance with the provisions of §§ 92.01 through 92.08 and no further action shall be taken against the owner of the junked motor vehicle or appliance, or the owner or occupant of the premises. Written permission given to the enforcement officer for the removal of the junked motor vehicle or appliance by the owner of same or the owner or occupants of the premises on which it is located, shall be considered compliance with the provisions of §§ 92.01 through 92.08 on their part and no further action shall be taken against the ones giving such permission except for collection of towing charges or hauling costs for the removal of the nuisance.

(Ord. passed 8-21-72)

## **§ 92.15 DEFINITIONS.**

For the purpose of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**"EXCESSIVE GROWTH."** Weeds or grass in excess of 15 inches which shall constitute a public nuisance. This definition shall not apply to farm land, growth on land that is more than 300 feet from a city street, state highway, or federal highway. The City Administrator is authorized to exempt any other property from this definition that will not detract from the beautification of the city and which will not create a public nuisance, health hazard, or source of filth to develop thereon. Any such permit issued by the City Administrator shall be made only upon written application by the owner of the property or his authorized agent and shall be for such period of time as the City Administrator, in his discretion, shall deem appropriate.

**"RUBBISH."** All sweepings; cleaning; trash; refuse; litter; garbage; industrial and domestic wastes; organic wastes; residue of animals sold as meat, fruit or other vegetable matter from kitchens, dining rooms, markets, or places dealing in the handling of meats, fowl, fruit, grain, or vegetables; offal; animal excretes; the carcasses of animals; tree or shrub trimmings; dirt, wood, stone, brick, plaster, or materials resulting from the demolition, alterations, or construction of buildings or structures; accumulated waste materials; or substances which may become nuisances.

(Ord. 87-30, passed 8-17-87)

## **§ 92.16 ACCUMULATION OF RUBBISH AND WEEDS PROHIBITED.**

(A) It shall be unlawful for the owner, occupant, or person having control or management of any land within the city to permit a public nuisance, health hazard, or source of filth to develop thereon through the accumulation of rubbish or the excessive growth thereon of weeds or grass.

(B) It shall be unlawful for the owner, occupant, or person having control or management of any land within the city to cause or permit the accumulation of rubbish in, about, or upon premises owned, occupied, or used by them when and if such accumulation is unsightly, unsanitary, or hazardous to the property, life, health, safety, or welfare of the public.

(Ord. 87-30, passed 8-17-87) Penalty, see § 92.99

## **§ 92.17 NOTICE TO ABATE.**

Whenever a violation of § 92.16 is discovered, the Mayor or City Administrator shall give five days' written notice to remedy such situation. The notice shall be mailed to the last known address of the owner of said property, as it appears on the current tax assessment roll, and, if known, the occupant or person having control or management of the property. Upon the failure of the owner or occupant or person having control or management of the property to comply with the provisions of this subchapter, the Mayor or City Administrator or other responsible officer is authorized to send employees upon the property to remedy the situation.

(Ord. 87-30, passed 8-17-87)

## **§ 92.18 CITY TO HAVE LIEN FOR VALUE OF REMEDY.**

The city shall have a lien against the property for the reasonable value of labor and materials used in remedying such situation as prohibited by § 92.16. The affidavit of the Mayor or City Administrator shall constitute *prima facie* evidence of the amount of the lien and the regularity of the proceedings pursuant to this subchapter, and shall be

recorded in the office of the County Clerk. The lien shall be notice to all persons from the time of its recording and shall bear interest at 6% per annum thereafter until paid. (Ord. 87-30, passed 8-17-87)

EXHIBIT A  
CITY OF MARION - EMPLOYEE PAY PLAN  
November 17, 2025 - June 30, 2026

<u>GENERAL FUND</u>	<u>Current Pay</u>	<u>New Pay</u>	<u>\$ Increase</u>	<u>% Increase</u>
<i>City Hall</i>				
City Administrator	\$ 77,743.18	\$ 80,000.00	\$ 2,256.82	2.9%
City Treasurer	\$ 51,923.43	\$ 55,000.00	\$ 3,076.57	5.9%

General Fund Budget Balance Report									
	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2025-39
Revenues	Actual	Proposed	Actual						
	\$ 1,542,853	\$ 1,656,064	\$ 1,889,588	\$ 2,392,498	\$ 2,438,000	\$ 2,096,321	\$ 3,742,469	\$ 2,061,630	\$ 1,569,523
Expenses									76.13%
Administration	\$ 457,350	\$ 434,320	\$ 456,634	\$ 744,474	\$ 812,088	\$ 571,653	\$ 2,541,440	\$ 545,381	\$ 856,465
Appropriations	\$ 11,006	\$ 16,303	\$ 6,303	\$ 38,672	\$ 93,281	\$ 5,201	\$ 5,252	\$ 6,551	\$ 3,968
Parks & Recreation	\$ 75,749	\$ 81,598	\$ 88,607	\$ 89,730	\$ 92,047	\$ 89,036	\$ 220,038	\$ 60,025	\$ 33,782
Police	\$ 445,900	\$ 449,584	\$ 469,298	\$ 504,799	\$ 465,360	\$ 483,338	\$ 520,485	\$ 590,764	\$ 251,073
Streets	\$ 34,577	\$ 26,996	\$ 128,413	\$ 81,297	\$ 275,942	\$ 248,722	\$ 97,395	\$ 124,826	\$ 33,604
Fire	\$ 48,795	\$ 77,732	\$ 65,570	\$ 67,638	\$ 75,390	\$ 57,582	\$ 75,775	\$ 67,494	\$ 109,275
E911	\$ 283,211	\$ 330,876	\$ 269,344	\$ 252,843	\$ 282,249	\$ 251,223	\$ 5,687	\$ -	\$ 161,90%
P&Z	\$ 67,773	\$ 55,090	\$ 19,111	\$ 53,145	\$ 54,133	\$ 14,240	\$ 24,360	\$ 48,572	\$ 28,547
Total Expenses	\$ 1,424,361	\$ 1,472,499	\$ 1,503,280	\$ 1,832,598	\$ 2,150,491	\$ 1,720,995	\$ 3,490,432	\$ 1,443,613	\$ 1,316,714
Balance	\$ 118,492	\$ 183,565	\$ 386,308	\$ 559,900	\$ 287,510	\$ 375,326	\$ 252,037	\$ 618,017	\$ 252,809

## Municipal Aid Fund Balance Report

	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2025-26
	Actual	Actual	Actual	Actual	Actual	Actual	Proposed	Actual	Actual
Revenues	\$ 93,151	\$ 61,541	\$ 170,124	\$ 64,838	\$ 88,522	\$ 156,703.00	\$ 69,776.00	\$ 104,471.00	\$ 46,653.00
Expenses	\$ 25,083	\$ 7,475	\$ 279,236	\$ (5,685)	\$ 27,787	\$ 1,525.00	\$ 1,205.00	\$ 126,425.00	\$ 152,823.00
Balance	\$ 68,068	\$ 54,066	\$ (109,112)	\$ 70,523	\$ 60,735	\$ 155,178	\$ 68,571	\$ (21,954)	\$ (106,170)

44.66%

120.88%

**Local Government Economic Assistance Fund Balance Report**

	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2025-33
	Actual	Actual	Actual	Actual	Actual	Actual	Proposed	Actual	Actual
Revenues	\$ 4,236	\$ 3,422	\$ 2,261	\$ 837	\$ 287	\$ 7	\$ 3	\$ 3	\$ -
Expenses	\$ 8,000	\$ 5,325	\$ 1,025	\$ 1,375	\$ 1,425	\$ 2,855	\$ 2,000	\$ 105,000	\$ -
Balance	\$ (3,764)	\$ (1,903)	\$ 1,236	\$ (538)	\$ (1,138)	\$ (2,848)	\$ (1,997)	\$ (104,997)	\$ -

## Restaurant & Lodging Fund Balance Report

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2025-26
	Actual	Proposed	Actual							
Revenues	\$ 212,281	\$ 217,418	\$ 218,527	\$ 249,400	\$ 293,194	\$ 294,113	\$ 303,053	\$ 307,915	\$ 296,660	\$ 162,900
Expenses	\$ 212,258	\$ 215,890	\$ 219,707	\$ 247,869	\$ 292,069	\$ 294,001	\$ 229,916	\$ 304,839	\$ 295,000	\$ 162,895
Balance	\$ 23	\$ 1,528	\$ (1,180)	\$ 1,531	\$ 1,125	\$ 112	\$ 73,137	\$ 3,076	\$ 1,660	\$ 5

### Alcohol Fund Balance Report

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2025-26
	Actual	Actual	Actual	Actual	Actual	Actual	Proposed	Actual
Revenues	\$ 46,767	\$ 76,680	\$ 80,552	\$ 92,355	\$ 98,444	\$ 91,273	\$ 100,100	\$ 38,198
Expenses	\$ 705	\$ 46,906	\$ 41,152	\$ 74,494	\$ 74,015	\$ 124,712	\$ 100,006	\$ 41,506
Balance	\$ 46,062	\$ 29,774	\$ 39,400	\$ 17,861	\$ 24,429	\$ (33,439)	\$ 94	\$ (3,308)

**TO:** Marion City Council  
**DATE:** December 15, 2025  
**FROM:** Adam Ledford  
**RE:** City Administrator's Report

**1. 2025-26 Year to Date Budget**

The Budget Report will grow once I have an opportunity to complete a full financial analysis. For now, I have given you balance sheets that allow for a year over year comparison while tracking against this year's actual and planned budget.

**General Fund**

- Several Programs are over plan. A budget amendment will be presented in January to address the situation. Many of the items are known issues:
  - The approved budget did not include the annual debt payment for city hall that is typically reflected on the administrative program - \$45k
  - The administrative program received an unbudgeted reimbursement passthrough - \$599k
  - The fire program was granted permission to expend funds on a new truck - \$95k
  - The p&z/code enforcement program did not include the employment of an FTE

**ABC (Alcohol Beverage) Fund**

- The revenue for ABC is slightly below target while expenses are at plan. While the revenue fluctuates from month to month, we will start to monitor trends and suggest adjustments if as needed. The historical model indicates the revenue projections in the original budget may have been too aggressive.

**Tourism (Restaurants & Lodging) Fund**

- The revenue for restaurants & lodging shows a healthy start to the year, significantly beating the plan. I will point out that the plan did not factor in recent historical models that indicate the fund should exceed the plan by almost 10K by the end of the fiscal year. Expenses are tied directly to a percentage of revenue and therefore are also well above the plan, however, not in excess of the actual revenues.

**LGEA (Mining) Fund**

- An expense related to roads (public transportation projects) was accidentally assigned to this fund, but needed to be redirected to the Municipal Aid Fund, internal action has already been taken and will reflect on next month's reports - \$103k

**Municipal Aid (State Street Aid) Fund**

- A budget amendment will be necessary to account for the overrun related to the planned paving project completed earlier this year. The revenue is slightly outpacing the plan.

**Water & Sewer Funds**

- I have not yet completed my initial analysis or recommendations. Expect an update during the January meeting.

**2. 2024-25 MDA**

If you have any questions about the MDA included in Jeff Walker's audit being presented tonight, please let me know. I attempted to reincorporate some user-friendly elements in the model.

**3. FEMA**

Last week, we completed a draw request related to the spring events. It included equipment and labor usage during the months of April and May.

**4. Meetings**

I will start approaching members of the council during the December meeting about setting up one on one meetings over the next few weeks.

**Marion City Council Meeting**  
**15 December 2025**  
**Code Enforcement Notes**

**For the month of November 2025:**

New complaints logged	13
Violations abated	16
Notices of Violation mailed	7
Citations issued	2
Citations issued total value	\$260
Citations paid	3
Citations paid total value	\$380
Appeals heard by Code Board	0
Default cases heard by Code Board	3
Final orders issued by Code Board	3

The number of complaints logged for the month of November did decrease, but this is just a reflection of the time that I spent in training, off for sickness, and off for the holiday in November. Also, weather has gotten much cooler and there are simply fewer violations to be cited once mowing season is over.

I have spent my surplus time continuing to build the list of abandoned/derelict properties that I've spoken of before.

I would like to mention that the Code Enforcement computer had to be replaced when the hard drive in it died, and I lost some data on my working complaint list in the interim when the files were corrupted. I've re-entered all that data from my handwritten documentation, but considering that I was entering it in a rush, you might see data that doesn't look updated or that is incomplete. Please don't hesitate to reach out for clarification if you need to, and I will have everything completely set to rights to begin the new year with.

As always, I'm also available for any questions you might have or any community concerns I'm able to address. Thank you and have a wonderful Christmas and New Year.

Tanya Scholtz-Byers  
Code Enforcement, Planning and Zoning



RESOLUTION 25-07

A RESOLUTION OF THE CITY OF MARION, KENTUCKY, TO ENTER INTO AN AGREEMENT WITH  
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT FOR WATER

WHEREAS, the Marion City Council recognizes the need contract for water.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marion, Kentucky, as follows:

Section 1. That the Mayor, and Successors-in-Title are hereby authorized to enter into an Agreement with Crittenden-Livingston County Water District for the purchase of Water.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this \_\_\_\_\_ of \_\_\_\_\_, 202\_\_.

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\_\_\_\_\_  
Mayor

Attest

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\_\_\_\_\_  
City Clerk