

Meeting Notice & Agenda

MARION CITY COUNCIL

Monday March 16, 2026 – 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 February 16, 2025, regular meeting
- VI. New Business**
 - a. Consideration of Confirming Mayoral Appointments to:
 - i. Marion Planning & Zoning Commission
 - b. Consideration of Subcommittee Proposal
 - c. Introduction and First Reading of Ordinance #26-04 entitled, “AN ORDINANCE OF THE CITY OF MARION, KENTUCKY, AMENDING CHAPTER 35: PERSONNEL POLICIES TO AMEND THE EMPLOYEE HANDBOOK FOR EMPLOYEES OF THE CITY TO INCORPORATE RECOMMENDED UPDATES BY KENTUCKY LEAGUE OF CITIES (KLC)”
 - d. Consideration of Resolution No. 26-01 entitled, “RESOLUTION OF THE CITY OF MARION ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE CITY OF MARION’S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS”
 - e. Consideration of Resolution No. 26-02 entitled, “A RESOLUTION OF THE CITY OF MARION, KENTUCKY, DECLARING CITY-OWNED PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING THE MAYOR TO SELL OR OTHERWISE DISPOSE OF SAID PROPOERTY AS PERMITTED UNDER KENTUCKY LAW”
 - f. Introduction and First Reading of Ordinance #26-03 entitled, “AN ORDINANCE OF THE CITY OF MARION, KENTUCKY, AMENDING TTITLE XV: LAND USAGE, BY ADDING CHAPTER 150.21: DEMOLITION PERMITS”
 - g. Consideration of going out for RFP for Towing and Vehicle Storage
 - h. Discussion on Sign Ordinance Improvements
 - i. Code Enforcement Software Discussion
- VII. Continuing Business**
 - a. Second Reading of Ordinance #26-02 entitled, “AN ORDINANCE OF THE CITY OF MARION, KENTUCKY, AMENDING CHAPTER 35: PERSONNEL POLICIES TO AMEND THE EMPLOYEE HANDBOOK FOR EMPLOYEES OF THE CITY TO ADD CYBERSECURITY”
 - b. Second Reading of Ordinance No. 26-01 entitled, “AN ORDINANCE AMENDING ORDINANCE #25-9 ADOPTING THE CITY OF MARION, KENTUCKY ANNUAL BUDGET FOR FISCAL YEAR 07/01/2025 THROUGH 06/30/2026 BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT”
 - c. Discussion on Ordinance #92 Related to Nuisance Vehicles

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

To: Mayor and City Council
From: Adam Ledford, City Administrator
Re: Agenda Description
Date: March 16, 2026

I. Call to Order – Presiding Officer: Mayor D’Anna Browning

II. Pledge

III. Prayer

IV. Public Comments: Actionable items presented during public comments are recommended to be assigned to the agenda for the next regular meeting unless emergency action is required. This ensures that a proper evaluation of the issue may be conducted prior to final council action.

V. Minutes

A. February 16, 2026

Your packet includes:

- A copy of the February 16, 2026, Regular Meeting Minutes
- 1. It is unnecessary to abstain from voting if you were not in attendance. A motion and second following by a called vote are required. If you have any proposed corrections you would like to submit prior to the meeting, please contact the office and speak with Cortny. Any proposed modifications will be submitted on the night of the meeting at your location in the council chambers.

VI. New Business

A. Mayor’s Appointment Confirmations

Your packet includes:

- No Documents
- 1. The Mayor will share her appointments with the public. Several appointments were due at the end of the calendar year. It is the role of the Mayor to make an appointment and the role of the council to consider confirmation of that appointment (think of the process as similar to what federal judges go through).
- 2. Potential appointments may occur for:
 - Marion Planning & Zoning Commission
- 3. Upon any discussion about the potential appointments, the council can consider approval. A motion and second following by a called vote are required.

B. Council Subcommittee Appointments

Your packet includes:

- A subcommittee signup sheet
- 1. I will ask for the council to submit any questions about the subcommittee program mentioned during the February meeting. At the end of tonight’s meeting, I would like each member to turn in the provided form indicating which area of interest they would like to be appointed to serve throughout the end of this year. The Mayor will review and make a formal presentation of

recommended appointments at the April meeting. A new appointment will begin in January after the 2026 elections.

C. Intro & 1st Reading Ord 26-04 Employee Handbook Update – KLC

Recommendations

Your packet includes:

- A copy of the Ordinance
 - A copy of the complete, updated handbook (changes highlighted)
1. Last year, KLC recommended to the previous administrator to update the handbook with various minor corrections and code updates. After becoming aware of this recommendation, I assigned Anna Baker to draft a modified version which was then presented to staff and legal representation. Tonight, you have a copy of manual with proposed changes. None of these changes present a policy change but do constitute continuous improvement action. This can also serve as a full review by the council, which is why we provided the entire document for your discussion.
 2. The mayor will require an Introduction to perform the 1st reading. The council may take action to modify the ordinance on 1st reading as well.

D. Consideration of Res 26-01 Grant Authorization

Your packet includes:

- A copy of the Resolution
 - A copy of the grant agreement
1. The City in conjunction with Eclipse Engineering and PeADD are preparing for the bid process on the CDBG funded WTP clearwell and waterline improvement projects previously awarded. The state has identified the need to pass an authoring resolution to allow the mayor to approve the terms and move forward. The grant was awarded and the city previously committed to \$300,000 in matching funds.
 2. Upon any discussion about the potential appointments, the council can consider approval. A motion and second following by a roll call vote are required. Don't forget, resolutions only require 1 reading.

E. Consideration of Res 26-02 Surplus and Sale Approval

Your packet includes:

- A copy of the Resolution
- A copy of proposed advertisement
- A copy of the list of equipment
- A copy of KRS 82-803

1. Every year the city departments conduct a spring-cleaning review of equipment that they recommend for surplus. There is specific KRS on the process to surplus and methods to sell items. The council could decide to predetermine minimum bids for certain items or simply factor that in to post bid process.
2. Upon any discussion about the items and methods of disposal, the council can consider approval. A motion and second following by a roll call vote are required. Don't forget, resolutions only require 1 reading.

F. Intro & 1st Reading Ord 26-03 Demolition Permits

Your packet includes:

- Ordinance 26-03
 - A copy of the proposed permit
1. The city currently has no demolition permit process inside city limits. This is a common practice that provides several health and safety precautions within public interest:
 - Ensure all utilities (Water, Gas, Sewer, Electric) are aware of the plan and that arrangements have been made with the suppliers.
 - Ensure proper insurance has been considered to protect potentially impacted parties.
 - Ensure proper steps have been taken to consider if traffic will be impacted.
 2. We are proposing a \$0 cost permit as the goal is not to generate revenue but ensure proper steps have been taken to preserve public health and safety.
 3. The mayor will require an Introduction to perform the 1st reading. The council may take action to modify the ordinance on 1st reading as well.

G. Consideration of RFP for Towing & Vehicle Storage

Your packet includes:

- A copy of the proposed RFP packet
1. The City has been reviewing the best method of proceeding forward with a formal agreement with towing and storage related to enforcement actions by code or police officers. There are limited vendors, but this would ensure a streamlined approach to the arrangement. It is more efficient than an informal method used over the last few years.
 2. Upon any discussion about the items and methods of disposal, the council can consider approval. A motion and second following by a roll call vote are required.

H. Discussion on Sign Ordinance Improvements

Your packet includes:

- A copy of the current ordinance
 - A model used by another Kentucky city
1. This is another part of a program to ramp up enforcement through 2026 using existing and newly implemented ordinances. This is necessary to ensure

that what we are enforcing is compliant with current federal, state, and local laws.

2. Tanya and I will lead a conversation about the next phase of enforcement. We spoke last month about the ramping up of junk/abandon vehicles. This month we are presenting signage. Our current ordinance is out of date, so we have been researching what other cities are using. This will give us a clear path to implement a new model for enforcement by late spring.
3. A simple voice motion, second, and vote will serve to provide clear direction.

VII. Continuing Business

A. 2nd & Final Reading Ord 26-02 Employee Handbook Update - Cybersecurity

Your packet includes:

- An ordinance amendment
- 1. The US Dept of Homeland Security, Cybersecurity and Infrastructure Security Agency (CISA) recommend a proactive method of projecting customer sensitive information and regular training to improve cybersecurity. As part of improved protections on a local level, I am proposing implementation of a formal policy, codified within the employee manual. The actual procedure used by the staff is a protected document not subject to open records (for obvious security reasons). Every employee will be offered training as part of their onboarding orientation and on an annual basis thereafter.

The council may take different actions

- **Vote:**
A council member may move to approve the ordinance as presented. Along with a second and discussion, the mayor may then call the question. A roll call vote will then be conducted to determine the outcome. If the ordinance fails to obtain a motion or a second, it is deemed dead.
- **Modify the Question:**
Any council member may propose a motion to modify the original question (motion) being considered. The mayor will then ask for a second to the modification, if one is given, the council will then discuss the modification and vote on it before returning to action on the original question (modified or not based on the vote).
- **Table:**
If the council believes the ordinance is not ready for adoption for any reason, but wishes to continue to consider action, a motion may be made to table consideration until the next meeting or at the time they designate.

B. 2nd & Final Reading Ord 26-01 Budget Amendment

Your packet includes:

- An ordinance amending the 2025-26 budget
- 1. After reviewing the Mid-Year financial report, I will recommend considering a significant budget amendment. This amendment is intended to:
 - Update projections based on current and historical data
 - Correct previously made errors & omissions included in the original budget

- Incorporate changes approved by the council since July 1 of 2025

The goal of this budget amendment is to:

- Avoid a KIA mandated sewer rate increase
- Avoid violations of state statutes and state/federal general accounting principles for municipal government finances
- Incorporate best practices as outlined by the GFOA.
- A final budget amendment will be presented during the April meeting for the current fiscal year.

The council may take different actions

- **Vote:**
A council member may move to approve the ordinance as presented. Along with a second and discussion, the mayor may then call the question. A roll call vote will then be conducted to determine the outcome. If the ordinance fails to obtain a motion or a second, it is deemed dead.
- **Modify the Question:**
Any council member may propose a motion to modify the original question (motion) being considered. The mayor will then ask for a second to the modification, if one is given, the council will then discuss the modification and vote on it before returning to action on the original question (modified or not based on the vote).
- **Table:**
If the council believes the ordinance is not ready for adoption for any reason, but wishes to continue to consider action, a motion may be made to table consideration until the next meeting or at the time they designate.

C. Overview of Nuisance Vehicle Ordinance

Your packet includes:

- A portion of Ordinance 92 on Abandoned & Junk Vehicles
- 1. The council indicated they may want changes at the last council meeting, but no formal action was directed at the staff regarding what types of modifications were requested so we are coming back to ask for directions on what changes you would like to see incorporated in this ordinance.
- 2. A simple voice motion, second, and vote will serve to provide clear direction.

VIII. Department Reports

Your packet includes (may include supporting information):

- City Administrator/Treasurer Report
- Police Report
- Fire Report
- Water Plant Report
- Sewer Plant Report
- Enforcement, BOA, and P&Z Report/Minutes
- Public Works Report
- Tourism Update
- Airport Commission Update
- Park Commission Update

IX. Mayor/Council/Staff Forum

X. Adjournment

**Meeting of the Marion City Council
Monday, February 16, 2026, at 5:00 PM**

The Marion City Council met in regular session on February 16, 2026, at 5:00 PM with Mayor Browning presiding. Council Members present were as follows: Randy Dunn, Wanda Olson, Taylor Davis, Dwight Sherer, Bobby Belt and Cutter Singleton. City Employees present were as follows: Chief Bobby West, Ray O'Neal, Adam Ledford, Layten Croft, Cortny Cosby, Anna Baker, Greg Tabor, Jeff Black, Barbara Browning, Tanya Byers and Legal Service Officer Bart Frazer.

Mayor Browning announced the passing of Bonita Hatfield and spoke about her dedication to the city.

Public Comments

Cynthia Pendley advised her yard needed to be fixed from previous meter installation done by the contractors. Adam Ledford advised he was told the crew would be back in the spring to finish up the project and advised Cynthia to leave her name and number for a more precise time, when that becomes available.

Mindy Withrow expressed concerns regarding Ordinance #92 and her outside display at Marion & Company. Mayor Browning advised that the ordinance was generally for homeowners and junked vehicles. Wanda Olson stated she had several questions about the ordinance as well. Adam stated with the new year the city plans to ramp up enforcement, educate the public and possibly make modifications in the process. Nathan Ratley asked if there would be a process in place to warn the owner. Mayor Browning advised there would be due process. Ric Carder requested the definitions of nuisance. Bart Frazer provided a printout to Ric.

General Government

A motion was made by Wanda Olson, seconded by Randy Dunn to approve the minutes from the regular meeting December 15, 2025. All present members voted yes. Motion carried.

The following appointments were confirmed by Mayor Browning:

- Chief Bobby West, Ray O'Neal and Donnie Arflack to the 911 Board
- Chris Evans, Shawn Holeman and Misty Porter to the City/ County Park Board
- Jim Johnson, Paul Gillies and Dan Rubino to the City/ County Airport Commission
- Ray Agent to the Marion Planning and Zoning Commission
- Mike Harris to the Marion Code Enforcement Board

A Motion was made by Bobby Belt, seconded by Taylor Davis to approve the appointments above. All present members voted yes. Motion carried.

Adam Ledford began a discussion on the 10-year strategic plan and stated he will be improving standards. Adam Ledford explained that the city was knocked on audits and grant applications because of failure to have plans in place, adding that the last plan was created in 2017, and should have been every 5 years.

Adam Ledford began a discussion on 5-year strategic plans, and stated that was the absolute standard to have. Adam Ledford explained a generic 5-year plan. Cutter stated that on his recent trip to Frankfort they were very adamant about a 5-year strategic plan.

Adam Ledford began a subcommittee proposal, explaining that it was a way for the council to be more involved. Adam Ledford used Wanda Olson as an example, she is the Marion Code Enforcement Board liaison.

Adam Ledford went over the proposed budget schedule that was included in the packet, also available for the public online.

Adam Ledford discussed the visit from Ben Cook, our representative of KLC. Adam Ledford stated during Ben's visit he presented information that would have been provided to the previous city administrator, none of which had been completed. Adam explained several actions he has taken to help save on insurance premiums such as creating a safety committee requiring employees to watch safe driving videos. Adam also gave a shout out to Anna Baker for submitting her first draft of the employee manual rewrite, this will eventually come before the council. Mayor Browning also gave a shout out to Anna Baker for doing a great job.

Bart Frazer provided the first reading of ORDINANCE NO 26-02, AN ORDINANCE OF THE CITY OF MARION, KENTUCKY, AMENDING CHAPTER 35: PERSONNEL POLICIES TO AMEND THE EMPLOYEE HANDBOOK FOR EMPLOYEES OF THE CITY TO ADD CYBERSECURITY. Adam explained this was a national standard to ensure staff can actively respond to a cybersecurity threat, a partial copy was provided intentionally, the full copy is confidential but can be made available to council by requesting a meeting to view the document. Cutter asked if the process had been tested. Adam responded

yes, two hours after it was established and added that it was a very minor threat and no information was breached. Mayor Browning also confirmed no customer information was breached.

Tanya Byers briefly discussed Ordinance #92 and then began her update; she mentioned that she was in touch with Cooper's Towing. Tanya Byers stated she was working with Bart Frazer on a Memorandum of Agreement. Tanya Byers advised the process would consist of a notice, then citation including stickers for windshields and made it clear that citizens would have plenty of time to remedy the situation. Wanda Olson asked if the Ordinance would be tweaked. Cutter Singleton asked when this can be put into place. Adam Ledford advised the process could take up to two months. Mayor Browning advised this was regarding junked vehicles that have become a fixture in several yards, making it unfair to neighbors.

Adam Ledford began a slideshow review of the city financial status through mid-fiscal year 2025-2026 and provided a handout. The review focused on minor and serious corrective actions necessary to resolve important matters. Adam Ledford noted a projected loss in sewer utility revenues to operating & maintenance expenses between \$290,000 and \$310,000. Adam Ledford advised he pulled the minutes and the loss was directly related to an error made by former administration and added keeping a monthly budget would have caught the error much sooner. Mayor Browning advised it was discovered that the \$19,000,000 Wastewater Treatment Plant was without insurance from the time the city took possession in 2023 until 2025 when lightning struck the building, the lack of insurance was due to errors made by former administration. Mayor Browning advised the Marion Police Department also had a close call with their fleet insurance due to errors made by former administration but was corrected before a lapse in coverage occurred. Mayor Browning advised they were correcting several errors in last year's budget.

Bart Frazer provided the first reading of ORDINANCE NO 26-01 AN ORDINANCE AMENDING ORDINANCE #25-09 ADOPTING THE CITY OF MARION, KENTUCKY ANNUAL BUDGET FOR FISCAL YEAR 07/01/2025 THROUGH 06/30/2026 BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT. Bart Frazier stated copies were available on the podium.

Bart Frazer provided a reading of RESOLUTION NO. 25-07 A RESOLUTION OF THE CITY OF MARION, KENTUCKY, TO ENTER INTO AN AGREEMENT WITH CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT FOR WATER. Bart Frazer stated the price is set by the Public Service Commission. A motion was made by Taylor Davis, seconded by Dwight Sherer to approve RESOLUTION NO. 25-07 A RESOLUTION OF THE CITY OF MARION, KENTUCKY, TO ENTER INTO AN AGREEMENT WITH CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT FOR WATER. Roll Call: Randy Dunn, yes; Wanda Olson, yes; Taylor Davis, yes; Dwight Sherer, yes; Bobby Belt, yes; Cutter Singleton, yes. All present members voted yes. Motion carried.

A motion was made by Cutter Singleton, seconded by Randy Dunn for the council to enter a closed session at 6:20 PM. A motion was made by Bobby Belt, seconded by Dwight Sherer to exit the closed session at 6:40 PM. All present members voted yes. Motion Carried. No action was announced at this time.

Adam Ledford recognized Greg Tabor and Jeff Black for their dedication to two different issues.

Mayor Browning praised the water department for holding our own during the snow event. Mayor Browning also recognized Adam Ledford for making sure the crews were warm and fed while working during the snow event.

Adam Ledford recognized Darlene Abell for bringing the maintenance crew handmade hats to keep them warm during the snow removal. Adam Ledford also recognized the maintenance team for their dedication to the snow removal.

Mayor Browning stated the inmates were very valuable but not permitted to do work on private property such as clearing sidewalks.

Other Business

Wanda Olson asked who takes care of the fans at the Farmers Market. Adam Ledford advised Michelle Edwards from Tourism. Wanda Olson asked about the water leak on W Bellville in front of Gilbert's Funeral Home. Adam Ledford advised the leak would be repaired on Wednesday. Wanda Olson asked if the new owners of the home on Chapel Hill would be allowed to keep horses. Tanya Byers advised it was not zoned agricultural; they may not keep horses. Wanda Olson asked about replacing the fire hydrants that were previously mentioned. Mayor Browning advised we were waiting until the lines were replaced and added there were 6 or 7 that were not operating.

Mayor Browning advised it was pothole season, and asked Greg Tabor if he has what he needed for the season. Greg Tabor stated he will have to order more supplies. Mayor Browning asked that the community notify City Hall with related complaints. Mayor Browning mentioned the decorative lamps in front of Farmers Bank and explained how hard it has been to find a replacement due to being discontinued. Mayor Browning advised the veteran banners were handed over to the VFW, to be displayed. Mayor Browning announced that Monday is Marion's 182nd birthday and invited the public to come celebrate with a cake donated by Sue Ledford. Mayor Browning also announced that Marion will celebrate America's 250th birthday this June with a big event including a parade.

Cutter Singleton also mentioned the leak on W Bellville in front of Gilbert's Funeral Home and one on W Central Ave. Cutter Singleton mentioned the work that needs to be done in Rachel Arlack's yard. Cutter Singleton bragged on the new fire truck being used for five runs just since it was purchased, and the new decals. Dwight Sherer stated Gary Cruce purchased the decals.

Adam Ledford recognized Cutter Singleton for his help removing snow.

Wanda Olson mentioned a leak at Creekside Apartments to Greg Tabor.

Adjournment

There being no further business to come before the council, a motion was made by Wanda Olson, seconded by Randy Dunn. The meeting was adjourned at 7:00 PM.

MAYOR D'ANNA BROWNING

ATTEST: CORTNY COSBY, CITY CLERK

Board Appointments - Voting	
2 Marion Revolving Loan Committee (as needed)	

Board Appointments - Voting	
2 Marion Revolving Loan Committee (as needed)	

Board Appointments - Non Voting	
1 City/County Park Board (monthly)	
1 Drug Coalition	
1 Economic Development Corporation (monthly)	
1 250th Celebration Committee (as needed)	
1 Crittenden 911E Commission (monthly)	
1 Crittenden KU Extension (monthly)	
1 Crittenden County Fiscal Court (monthly)	
1 Marion Tourism Commission (monthly)	
1 Code Enforcement Committee (monthly)	
1 Marion Planning & Zoning Commission (monthly)	
1 City/County Airport Commission (monthly)	
1 Marion Chamber Main Street Board (monthly)	
1 Marion Board of Adjustment (as needed)	

Board Appointments - Non Voting	
1 City/County Park Board (monthly)	
1 Drug Coalition	
1 Economic Development Corporation (monthly)	
1 250th Celebration Committee (as needed)	
1 Crittenden 911E Commission (monthly)	
1 Crittenden KU Extension (monthly)	
1 Crittenden County Fiscal Court (monthly)	
1 Marion Tourism Commission (monthly)	
1 Code Enforcement Committee (monthly)	
1 Marion Planning & Zoning Commission (monthly)	
1 City/County Airport Commission (monthly)	
1 Marion Chamber Main Street Board (monthly)	
1 Marion Board of Adjustment (as needed)	

Committee Appointments	
3 Police	
3 Street & Alley	
3 Fire	
3 Safety	
3 Water	
3 Sewer	
3 Finance	

Committee Appointments	
3 Police	
3 Street & Alley	
3 Fire	
3 Safety	
3 Water	
3 Sewer	
3 Finance	

Name: _____

Name: _____



**CITY OF MARION, KENTUCKY
ORDINANCE NO. 26-04**

**AN ORDINANCE OF THE CITY OF MARION, KENTUCKY, AMENDING CHAPTER 35:
PERSONNEL POLICIES TO AMEND THE EMPLOYEE HANDBOOK FOR EMPLOYEES OF
THE CITY TO INCORPORATE RECOMMENDED UPDATES BY KENTUCKY LEAGUE OF
CITIES (KLC)**

WHEREAS, the City Council of the City of Marion, Kentucky, has authority pursuant to statute to enact Ordinances relating to the City, and

WHEREAS, the City of Marion, Kentucky has codified its Ordinances, and

WHEREAS, the City Council deems it necessary to revise, amend, and codify the Employee Handbook going forward,

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

Section One: Chapter 35: PERSONNEL POLICIES of the Code of Ordinances of the City of Marion, Kentucky, Employee Handbook, Section 3 – General Employment Policies and Rules are hereby amended as proposed by KLC as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.

Section Two: That this ordinance shall be in full force and effect upon its passage by law pursuant to Kentucky Revised Statues.

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

Section Four: 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.

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 COSBY, CITY CLERK

EXHIBIT 4
RESOLUTION

**RESOLUTION OF THE CITY OF MARION ACCEPTING THE GRANT,
APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING
THE AMENDMENT OF THE CITY OF MARION'S ANNUAL BUDGET,
AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED
DOCUMENTS**

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the City of Marion (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Marion as follows:

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2. That D'ANNA BROWNING, Mayor and any Successors-in-Title, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3. That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on March 16, 2026.

CITY OF MARION

Authorized Signatory

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on _____, 202____; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____
_____, 202____.

Secretary/Clerk

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement (the “Agreement”) is made and entered into by and between the Kentucky Infrastructure Authority (the “Authority”), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the City of Marion (the “Grantee”), acting herein through its Authorized Official, each a party to this Agreement, which shall be effective upon the date of signing by the Executive Director of the Authority,

WITNESSETH:

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the “Act”), creating the “Kentucky Infrastructure Authority” to serve the public purposes identified in the Act; and

WHEREAS, the Authority, attached to the Governor’s Office, is charged pursuant to Section 224A.300 of the Act with coordinating the funding and implementation of infrastructure projects and to this end maintains the Water Resource Information System (the “WRIS”) a comprehensive database of community water and wastewater projects across Kentucky; and

WHEREAS, Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly approved a \$250,000,000 allocation in Federal Funds for Fiscal Year 2021 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the “CWP”), a portion of which funds are the subject of this Agreement; and

WHEREAS, the Grantee now seeks to acquire and construct a project as described in the Grantee’s Project Profile in the WRIS (the “Project”) and the Authority has determined that the Project meets the guidelines of the Cleaner Water Program and the directives of the General Assembly; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition and construction of the Project and the application of the proceeds of a grant from the Cleaner Water Program as administered by the Authority.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the grant hereby effected, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which Act is hereby incorporated in this Agreement by reference, the same as if set forth herein verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended (the “KRS”).

Agreement shall mean this Grant Assistance Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to be made to the Grantee or its approved agent, subject to approval by the Authority.

Area Water Management Council shall mean the entity designated as the regional planning body for the respective counties within an Area Development District in Kentucky, which shall prepare and maintain an **Area Water Management Plan**, listing and prioritizing Project Profiles for water and wastewater projects within that region.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured in accord with KRS Chapter 45A and 2 CFR 200.317 through 2 CFR 200.327 (where applicable), as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

Exhibit shall refer to a specific document, or to the completion of a process or procedure to be accomplished as a prerequisite to release of funds to the Grantee by the Authority.

Grant shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2021 Regular Session, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant Number 21CWW346 in the principal amount of \$173,410 for the purpose of defraying the costs incidental to the Project.

Grantee shall mean any unit of local government, or its designated agent, as approved by the Authority, or any special purpose governmental entity within the Commonwealth eligible for funds under the CWP in accordance with the Act, now having been or hereafter being granted the funds for the Project; and for the purposes of this Agreement shall mean the Grantee identified on the front page of this Agreement.

Project shall mean, when used generally, a water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee’s Project funded by the Authority through the CWP, it shall refer to that

project as described in the Grantee's Project Profile in the WRIS, which has an 8 digit number following the designation WX or SX.

Project Administrator shall mean that individual designated in the Project Profile by that title, who has the capacity and responsibility of supervising the Project and coordinating the preparation of all related documentation on behalf of the Grantee with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in the current Project Profile as set forth in the WRIS.

Project Profile shall mean those specific details of the Project, presented by the Grantee to the respective Area Water Management Council for review and incorporation into the Area Water Management Plan and the WRIS.

System shall mean the utility system owned and operated by the Grantee or the agent of the Grantee, as approved by the Authority, to which the Project shall become a part, and any revenues generated by the Project, which are used to operate and maintain the utility system in the typical manner of a local public utility in Kentucky.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the Grantee of its respective obligations, to undertake the following obligations:

- A. The Authority shall review and approve Project related documentation provided by the Grantee. Once the Project is under construction, the Authority shall review requests for payment submitted for payment of costs of the Project. Any deficiencies found in said requests will be reported immediately to the Grantee. If there are no deficiencies in said requests or deficiencies have been resolved satisfactorily by the Grantee, the Authority will approve the requests and disburse grant funds to the Grantee in an amount not to exceed, cumulatively, the approved grant amount for the Project.
- B. The Authority will communicate and cooperate with the Grantee to best assist the Grantee in meeting its obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

- A. The Grantee shall complete and submit executed copies of all required Exhibits to the Authority, in accordance with the Conditional Commitment Letter instructions.

- B. The Grantee may consider utilizing the option for partial funding set out in Section 6, below. Over the course of the acquisition and construction of the Project, the Grantee shall provide such status reports as may be requested by the Authority, and once the Project is under construction submit periodic requests for payment to the Authority accompanied by copies of invoices for costs incurred in accordance with the Authority's standard draw-down request format.
- C. The Grantee shall perform and/or cause to be performed all necessary acts consistent with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project, including: the proper procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s) services; and the acquisition of necessary equipment and/or materials.
- D. The Grantee shall obtain and keep on file all required permits, licenses and approvals from the appropriate federal, state, and/or local governmental agencies prior to starting construction of the Project.
- E. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.
- F. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate completing the obligations set out in this Agreement.
- G. The Grantee will proceed expeditiously to complete the Project in accordance with the approved final engineering plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee, if required and as approved by the Authority and other state and federal agencies, as appropriate.
- H. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under the Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Authority.
- I. If the Grantee is a local unit of government, city or county, and determines that it is in the best interest of its citizens, it may enter into a memorandum of agreement with a Kentucky corporation to serve as its agent for the implementation and long term operation and management of the Project, subject to the Agreement. The form and content of such a memorandum of agreement is subject to the prior approval of the Authority.

- J. General Compliance with all Duties. The Grantee shall faithfully and punctually perform all duties with reference to the System required by the American Rescue Plan Act of 2021, and by the terms and provisions of the Act, and this Assistance Agreement.
- K. Further Covenants under the American Rescue Plan Act of 2021. The Grantee shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the American Rescue Plan Act of 2021, including but not limited to the following:
1. Records Retention. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with this Agreement and all applicable laws and regulations, including the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund. The Grantee shall retain all records, including all invoices, relating to the Project for five (5) years after full execution of the Certificate of Completion.
 2. Single Audit Requirements. Grantees that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantees may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
 3. Civil Rights Compliance. The Grantee is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Department of the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.
- L. General. The Grantee shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Grantee under the provisions of the American Rescue Plan Act of 2021 and this Assistance Agreement in accordance with the terms of such provisions.

SECTION 4 - MUTUALITY OF OBLIGATIONS

- A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of the acquisition and construction of the Project. Further, the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of the obligations set herein are necessary for the Project.
- B. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any incidental costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of incidental costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

- A. This Agreement shall be valid only after both parties have duly signed and provided the executed document to the other.
- B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.
- C. If, after execution of this Agreement, additional financial assistance is found to be required for the acquisition and construction of the Project and the required additional assistance does or does not become available to the Grantee from any source, the Project may be modified so long as any change in scope and budget is mutually agreed to by the parties to this Agreement, and clearly documented in a revision of the Project Budget within the Project Profile.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

- A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay up to 50% of the budgeted engineering fee for Project planning and design to the Project Engineer to expedite submission of the Project plans and specifications for review by the Kentucky Division of Water. The balance of the budgeted engineering fee for project planning and design may be paid only after approval of the plans by the Kentucky Division of Water.
- B. It is specifically understood and agreed by the Grantee in the event that the Project has not been advertised for bids within twenty-four (24) months from the date of

signing of this Agreement, for whatever reason, any funds disbursed for Project planning and design are subject to full and immediate repayment by the Grantee to the Authority.

- C. No funds shall be released under this Section until the requirements of Exhibits 1 through 7 of this Agreement have been completed.

SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default Defined.

The following will be “Events of Default” under this Agreement and the term “Event of Default” or “Default” will mean, whenever it is used in this Agreement, any one or more of the following events:

- A. Any unauthorized or improper expenditure of funds by the Grantee, or expenditure of funds by the Grantee other than in accordance with the terms of this Agreement.
- B. Failure by the Grantee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Grantee by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until such failure is corrected.
- C. The dissolution or liquidation of the Grantee, or the voluntary initiation by the Grantee of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Grantee of any such proceeding which remain undismissed for sixty (60) days, or the entry by the Grantee into an agreement of composition with creditors or the failure generally by the Grantee to pay its debts as they become due.
- D. A default by the Grantee under the provisions of any agreements relating to its debt obligations.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

- A. Declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.
- B. Terminate any remaining grant payments to the Grantee.
- C. Exercise all the rights and remedies of the Authority set forth in the Act.
- D. Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.
- E. Submit a formal referral to the appropriate federal agency.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Consent to Powers of Authority Under Act.

The Grantee hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Grantee hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Grantee shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Agreement.

Section 7.5. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.6. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of

performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8 - MISCELLANEOUS PROVISIONS

- A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.
- B. The headings set forth in this Agreement are for convenience and the terms contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.
- D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.
- E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.
- F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
- G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.
- H. The Grantee agrees that the Authority, 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 documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review.

Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this Agreement, shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

- I. During the performance of this contract, the Grantee agrees to the following Appendix II to 2 CFR Part 200 contract provisions, as amended:

Equal Employment Opportunity

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee 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:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The Grantee 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 to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by 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.
- g. In the event of the Grantee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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, so that such provisions will be binding upon each subcontractor or vendor. The contractor 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: **Provided**, however, that in the event a Grantee becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act

All contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Grantee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Clean Air Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

3. The Grantee agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

Contracts shall not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officials as of the day and year above written.

**KENTUCKY INFRASTRUCTURE
AUTHORITY**

By: *Richard Dotson* For Sandy Williams
Sandy Williams, Executive Director

Date: 08/26/2024

CITY OF MARION

By: *Diane Ford-Benningfield*
Authorized Official

Print Name: *Diane Ford-Benningfield*
City Administrator

**THIS AGREEMENT HAS BEEN EXAMINED
BY:**

By: *Natalie Lile*
LEGAL COUNSEL TO THE KENTUCKY
INFRASTRUCTURE AUTHORITY

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Conditional Commitment Letter. The Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

- Exhibit 1 Notification to the Authority of completed Review / Update of Project Profile
- Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application
- Exhibit 3 Copy of the Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter and the Authority's verification of Exhibits 1-3, the Authority will forward to the Grantee the Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4 through 7, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

- Exhibit 4 A) Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer
- Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution
- Exhibit 6 A) Copy of the Engineering Services Contract; and
B) Grantee & Engineer Fee Confirmation

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) at this point and may request the balance of the engineering design fee once Exhibit 8 has been sent to the Authority.

- Exhibit 7 Copy of the Kentucky eClearinghouse Endorsement Letter with Comments.
- Exhibit 8 Copy of the DOW Approval Letter of Project Engineering Plans & Specifications.
- Exhibit 9 Copy of the bid package signed by (A) Engineer, (B1) Authorized Official, and (B2) Title Attorney, as appropriate.
- Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.
- Exhibit 11 Certificate of Project Completion.



RESOLUTION 26-02

A RESOLUTION OF THE CITY OF MARION, KENTUCKY, DECLARING CITY-OWNED PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING THE MAYOR TO SELL OR OTHERWISE DISPOSE OF SAID PROPOERTY AS PERMITTED UNDER KENTUCKY LAW

BE IT RESOLVED AND ORDERED by the City Council of the City of Marion, Kentucky, as follows:

Section 1. The City of Marion, in accordance with the provisions of KRS 82.083, hereby makes the following findings:

1. The City of Marion, Kentucky ("City") purchased the list of equipment and property (As Attached) for a use in prior years.
2. It is in the public interest for the City to declare the equipment and property as surplus.
3. City's intended use of the equipment and property is to have the items reused or recycled.
4. It is in the public interest of the City of Marion to sell this equipment and property to third parties who will potentially reuse it.
5. The City will dispose of this equipment and property by one or more of the methods outlined in KRS 82.083.

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__.

Mayor

Attest

City Clerk



ADVERTISEMENT FOR BIDS

Sealed Bids for **“Surplus of City Maintenance Equipment”** for the city owned equipment listed below, will be received by the City of Marion, 217 South Main Street, Marion, Kentucky 42064 until 2:00 p.m. (local time) on Thursday, May 15, 2026, and then publicly opened and read aloud.

The equipment listed is surplus from the various departments of the City of Marion, Kentucky.

- 1976 Chevrolet C-60 Fire Truck
 - Boyer Apparatus, 500 Gallon Tank, 750 GPM, 2 Booster Reels, 427 CU IN, Power Steering, 5 Speed Transmission, Manual Brakes.
 - 13,000 Miles
 - New Master Cylinder/Booster System
 - Newer Holly Carburetor
 - Rust Free
- 2011 White/Black Dodge Charger
 - V6
 - Roughly 95,000 miles
- 1999 Ford Ranger 1FTYR1069XUB53620
 - Miles 251,730
 - Does not Run
- 2007 Ford F-150 XL 1FTRF12227NA77606
 - Miles Unknown
 - Does not Run
- 1996 Ford F-150 XL 1FTEF15N8TLA14181
 - Miles Unknown
 - Does not Run
- 1999 GMC Street Sweeper J8DE5814047901455
 - Miles Unknown
 - Does not Run
- Old Water Meters (+/- 1,200)

There is no set reserve, however, bids will be compared to scrap values.

If anyone wishes to inspect the equipment, please contact Adam Ledford at 270-965-2266 from 8 am to 3 pm Monday through Friday.

The Bid Form and Specification may be directed to the following:

City of Marion
217 South Main Street
Marion, KY 42064

The OWNER reserves the right to waive any informality, reject any or all bids, or partially reject any or all line items included in the bid.

No BIDDER may withdraw Bid within sixty (60) consecutive calendar days after the actual date of the opening thereof.

“EQUAL EMPLOYMENT OPPORTUNITY”

Honorable D’Anna Browning, Mayor
City of Marion

Surplus Equipment & Property

- 1976 Chevrolet C-60 Fire Truck
 - Boyer Apparatus, 500 Gallon Tank, 750 GPM, 2 Booster Reels, 427 CU IN, Power Steering, 5 Speed Transmission, Manual Brakes.
 - 13,000 Miles
 - New Master Cylinder/Booster System
 - Newer Holly Carburetor
 - Rust Free
- 1999 Ford Ranger 1FTYR1069XUB53620
 - Miles 251,730
 - Does not Run
- 2007 Ford F-150 XL 1FTRF12227NA77606
 - Miles Unknown
 - Does not Run
- 1996 Ford F-150 XL 1FTEF15N8TLA14181
 - Miles Unknown
 - Does not Run
- 1999 GMC Street Sweeper J8DE5814047901455
 - Miles Unknown
 - Does not Run
- Old Water Meters (+/- 1,200)

82.083 Definition --Sale or other disposition of city property.

- (1) As used in this section, "independent appraisal" means an appraisal made by:
 - (a) An individual or organization not affiliated with the city or its officers or employees, using a generally accepted national or professional standard; or
 - (b) A city's officers or employees using a nationally published valuation of property based on the most recent edition of the publication.
- (2) A city may sell or otherwise dispose of any of its real or personal property.
- (3) Before selling or otherwise disposing of any real or personal property that has any value, the city shall make a written determination setting forth and fully describing:
 - (a) The real or personal property;
 - (b) Its intended use at the time of acquisition;
 - (c) The reasons why it is in the public interest to dispose of it; and
 - (d) The method of disposition to be used.
- (4) Real or personal property may be:
 - (a) Transferred, with or without compensation, to another governmental agency;
 - (b) Transferred, with or without compensation, for economic development purposes, which shall include but not be limited to real property transfers for the elimination of blight;
 - (c) Sold at public auction following publication of the auction in accordance with KRS 424.130(1)(b);
 - (d) Sold by electronic auction following publication of the auction, including the uniform resource link (URL) for the site of the electronic auction, in accordance with KRS 424.130(1)(b);
 - (e) Sold by sealed bids in accordance with the procedure for sealed bids under KRS 45A.365(3) and (4);
 - (f) Traded towards the purchase of the same or similar type of property, if the trade-in value received equals or exceeds the actual fair market value of the property as determined using an independent appraisal as defined in subsection (1) of this section;
 - (g) Sold for its appraised fair market value or a greater amount if the property is valued at ten thousand dollars (\$10,000) or less in an independent appraisal. Property sold under this paragraph may not be sold to a city officer or employee or family member of a city officer or employee as defined in the city's ethics ordinance adopted under KRS 65.003;
 - (h) Notwithstanding subsection (3) of this section, sold for scrap or disposed of as garbage in a manner consistent with the public interest if the property has no value, or is of negligible value as determined by an independent appraisal;
 - (i) Sold by the Finance and Administration Cabinet under an agreement with the city; or
 - (j) Notwithstanding subsection (3) of this section, when the property is an animal used in service by the city, given to the animal's primary handler or trainer, without the payment of compensation, when the animal is retired or is no

longer capable of performing service to the city.

- (5) If a city receives no bids for the real or personal property, either at public or electronic auction or by sealed bid, the property may be disposed of, consistent with the public interest, in any manner deemed appropriate by the city. In those instances, a written description of the property, the method of disposal, and the amount of compensation, if any, shall be made.
- (6) Any compensation resulting from the disposal of this real or personal property shall be transferred to the general fund of the city.

Effective: June 29, 2023

History: Amended 2023 Ky. Acts ch. 63, sec. 4, effective June 29, 2023. -- Amended 2016 Ky. Acts ch. 22, sec. 1, effective July 15, 2016. -- Created 2004 Ky. Acts ch. 153, sec. 1, effective July 13, 2004.



**CITY OF MARION, KENTUCKY
ORDINANCE NO. 26-03**

**AN ORDINANCE OF THE CITY OF MARION, KENTUCKY, AMENDING TTITLE XV: LAND
USAGE, BY ADDING CHAPTER 150.21: DEMOLITION PERMITS**

WHEREAS, the City Council of the City of Marion, Kentucky, has authority pursuant to statute to enact Ordinances relating to the City, and

WHEREAS, the City of Marion, Kentucky has codified its Ordinances, and

WHEREAS, the City Council deems it necessary to revise, amend, and codify demolitions out of public health and safety concern,

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

Section One: Chapter 150.21: DEMOLITION PERMITS of the Code of Ordinances of the City of Marion, Kentucky, is hereby established as follows:

§ 150.21 DEMOLITION PERMITS.

150-21.01 Issuance of Demolition Permits.

Before commencing or proceeding with the wrecking, shoring, razing, demolition or moving of any structure, a demolition permit shall be first obtained by the owner or their agent from the City of Marion, and it shall be unlawful to commence or proceed with such work unless such permit shall have been obtained.

150-21.02 Exceptions.

This Subchapter shall not apply in any case where the City of Marion, Fire Department, the Health Department or any officer or agency thereof, or any court orders or directs the demolition of any structure or building for the purpose of remedying emergency conditions determined to be dangerous to life, health, or property.

150-21.03 Authority to Require Safe Conditions.

The City of Marion shall have the authority to require necessary barricades, walkways, access ways, and safety signals on the site of work for which a permit is required by this Subchapter.

150-21.04 Enforcement.

In addition to any other relief provided by this Chapter, the City Attorney may apply to Crittenden Circuit Court for an injunction to prohibit the continuation of any violation of this Subchapter. Such applications for relief may include seeking a temporary restraining order, temporary injunction, and permanent injunction.

150-21.05 Penalty.

Any person, firm, partnership, corporation, or other legal entity violating any provisions of this Subchapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of up to five hundred (\$500) dollars or by imprisonment of a period of not more than twelve (12) months, or both for each offense. Each day the violation continues shall be a separate offense.

150-21.06 Other Requirements.

The requirements of this Subchapter are in addition to the requirements imposed under the building code and other codes adopted in this Chapter.

Section Two: That this ordinance shall be in full force and effect upon its passage by law pursuant to Kentucky Revised Statutes.

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

Section Four: 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.

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 COSBY, CITY CLERK

MODEL SIGN ORDINANCE

ARTICLE 7. SIGN STANDARDS

DIVISION I. GENERAL STANDARDS

SECTION 7.0 Purpose and Intent

It is the purpose of this Article to promote the public health, safety, and general welfare of the City through the establishment of a comprehensive and appropriate system of sign standards and regulations. The sign regulations of this Article are not intended to regulate topics of speech or viewpoints, but instead to regulate the adverse secondary effects of signs. Specifically, this Article is intended to: 1) ensure compatibility with the City's natural surroundings and buildings by precluding the placement of signs which obstruct adjacent land uses, other signs, or natural views; 2) maintain and improve traffic and pedestrian safety by preventing obstructions and distractions to pedestrians, bicyclists, and motorists as well as the safety hazards associated with such distractions; and 3) protect, preserve, and enhance the aesthetic character of the City of Oak Grove in order to improve the quality of life for residents and attract commerce, business, economic development, and visitors.

SECTION 7.1 Applicability

The sign regulations of this Article shall apply to the placement, relocation, alteration, rehabilitation, and maintenance of any sign or sign structure that is visible from any public right-of-way or any adjacent lot. Where there is an alleged conflict between the sign standard of this Article and any other provisions of this Ordinance, the more restrictive standard shall apply.

SECTION 7.2 Viewpoint Neutrality

Notwithstanding anything in this Article to the contrary, no sign or sign structure shall be subject to any regulations or limitation based upon the message displayed. It is the policy of the City to regulate signs in a content neutral manner that treats commercial and noncommercial messaging equally. The City does not regulate protected speech by message content, but by the sign's location, size, height, number, materials, illumination, and maintenance.

SECTION 7.3 Consent of Legal Owner of Property

Except as required by law, no sign shall be displayed without the consent of the legal owner of the property on which the sign is mounted or displayed. For the purposes of this section, "owner" means the holder of the legal title to the property and any person holding a present legal right to possession, control, or use of the property.

SECTION 7.4 Liability for Damages

The provisions of this Article or the issuance of any building/zoning permit shall not be construed as relieving responsibility or liability from the person erecting, owning, or maintaining any sign or sign structure from injury or property damage. Further, it shall not be construed as imposing responsibility or liability upon the City, its officers, employees, or agents by reason of approval of any sign under the provisions of this Article.

SECTION 7.5 Definitions

Except as provided herein, each word or term used in this Article has its customary, dictionary definition. For the purposes of this Article and in addition to the definitions contained in Article 2, certain words or terms used by this Ordinance are defined below and shall have the meanings ascribed to them.

ARTICLE 7. SIGN STANDARDS

Abandoned sign: Any sign which 1) is appurtenant to a use or structure that has been deemed abandoned by the terms of Article 8; 2) following written notice from the Zoning Administrator, exists in a state of dilapidation for a period of ninety (90) days or more as defined by this Article; or 3) is a nonconforming sign that fails to display sign copy for any period of one hundred eighty (180) consecutive days or more.

Banners and Pennants: Excluding flags, any cloth, bunting, plastic, paper, or similar non-rigid material attached to any structure, staff, pole, rope, wire, or framing which is anchored on two (2) or more edges. Individual banners and pennants greater than one (1) square foot in area are classified as temporary signs.

Billboard: Any freestanding sign that exceeds 150 square feet in sign area.

Changeable copy sign: Any sign that displays copy or a message designed to be changed manually in the field.

Dilapidated sign. Any sign, which for a period of sixty (60) or more consecutive days, possess or contains broken, rotted, missing, loose, or bent parts or supports; or any sign, irrespective of duration, that is determined by the Zoning Administrator to be structurally or functionally unsound pursuant to the requirements of the building, fire, property maintenance, or electrical codes.

Door sign. Any sign that is applied, painted, or affixed to a door, or placed inside a door's window or glass facing the outside of the building, and is visible from the outside.

Electronic message board: Any electrical or electronic sign that is internally illuminated and utilizes computer generated or digitally created messages or some other electronic means of changeable copy. Electronic message boards may include LED or LCD displays and may display multiple messages that fade in, dissolve, or change at set intervals.

Facade sign: A building-mounted sign which is either attached to, displayed, or painted on an exterior wall in a manner parallel with the wall face. For uses containing an awning, canopy, or marquee, signs attached to, displayed, or painted on the exterior surface of the awning, canopy or marquee are considered facade signs.

Flag: Any sign printed or painted on cloth, plastic, canvas, or other similar material with distinctive colors, patterns, or symbols attached to a pole or staff and anchored only on one edge or supported or anchored at only two corners.

Flagpole: Any pole or structure designed to raise, wave, or hold a flag.

Freestanding sign: Any sign supported by a sign structure secured in the ground and which is wholly independent of any other support. For the purposes of this Article, freestanding signs are sub-classified as pole signs, monument signs, and billboards and may, where permitted, contain other sign types including changeable copy signs or electronic message boards.

Hanging, projecting, and suspended signs: Any sign that is attached or affixed to the facade of a building and is not in the same plane as the wall, generally perpendicular, and may be double sided. Signs under this definition also include the sign structure from which the sign hangs or is suspended, or from which it is attached to a building. Hanging, projecting, and suspended signs do not include signs affixed to and in the same plane as an awning, marquee, or canopy.

Illegal sign: Any sign which is erected after the effective date of this Ordinance for which a building/zoning permit has not been issued (if required) or, excluding nonconforming signs, does not conform to the sign standards and regulations of this Ordinance.

ARTICLE 7. SIGN STANDARDS

Illuminated sign: A sign with an artificial light source for the purpose of decorating, outlining, accentuating, or brightening the sign area.

Inflatable sign: Any sign that is either expanded to its full dimensions by air blown by fans or other mechanical devices or any sign that is supported by gases contained within the sign, or sign parts, at a pressure greater than atmospheric pressure. Untethered airships and balloons of less than eighteen (18) inches in diameter are not considered signs for the purposes of this Article.

Legal sign: Any sign which has obtained a permit (if required) and complies with all provisions of this Ordinance, and any amendment thereto, or is exempted by this Article.

Monument sign: A freestanding sign that is detached from a building and possesses a support structure that is a solid-appearing base, with dimensions equal to or greater than the width and depth of the sign face, constructed of a permanent material such as concrete blocks or bricks and with no visible metal supports or poles. Monument signs differ from freestanding pole signs in their design and sign structure.

Nonconforming sign: See "NONCONFORMING SIGN" in Article 2, Section 2.1.

Permanent sign: Any sign or sign structure that is made of permanent materials such as glass, wood, concrete, or metal, or painted or placed on exterior walls, windows, or doors, that precludes ready removal or movement and is intended to be displayed for an extended period of time that is undefined.

Pole sign: Any freestanding sign that is detached from a building and is mounted on one or several poles that are anchored into the ground. Pole signs differ from freestanding monument signs in their design and sign structure.

Portable sign: Any sign that rests on the ground and is not designed to be permanently attached to a building or permanently anchored to the ground. This includes A-frame or sandwich board signs and signs on wheels, skids, and similar moving or stabilizing devices, but does not include temporary banners, posters, and similar signs made of nonpermanent materials.

Roof sign: Any sign erected over or on the roof of a building.

Sign: Any device, structure, fixture, painting, emblem, or visual that uses words, graphics, colors, illumination, symbols, numbers, or letters for the purpose of communicating a message and, combining of its elements, form a single unit. The definition of sign includes the sign face(s) as well as any sign structure.

Sign area: The area enclosed by the perimeter of the sign face. The sign area shall be considered as the area of an imaginary rectangle that will enclose the message the sign is displaying.

Sign face: The part of the sign that is or can be used for the display of any message including any background material, panel, trim, color, or illumination that differentiates the sign from a façade or sign structure.

Sign structure: Any device, structure, or fixture that is utilized in displaying a sign for the purposes of communicating a message. Sign structures can vary and include poles, monuments, stakes, brackets, awning, and other devices used to erect, contain, or affix a sign.

Special events sign: Any sign, irrespective of type, that is authorized by the City Council in conjunction with an event of public or civic interest. Where authorized, the duration of the sign's display or placement is limited to no more than sixty (60) consecutive days.

ARTICLE 7. SIGN STANDARDS

Temporary sign. Any non-permanent sign that is located on private property and is designed to be displayed for a limited duration.

Window sign. Any sign that is applied, painted, or affixed to a window, or placed inside a window facing the outside of the building, and is visible from the outside.

SECTION 7.6 through 7.19 Reserved

DIVISION II. GENERAL SIGN PROVISIONS

SECTION 7.20 Signs Exempt from the Requirements of this Article

The following signs shall not require a building/zoning permit nor be subject to the regulations of this Article:

1. Signs located on private property where vehicular access by the general public is restricted and where such signs are not visible from any public right-of-way or adjoining property;
2. Any sign posted, or required to be placed, by a federal, state, or local government or a public utility provider (when appurtenant to utility infrastructure);
3. Any sign required to be posted by any building, fire, or safety codes or any sign, less than four (4) square feet in area and located on private property, deemed necessary by the Zoning Administrator to ensure the safe and orderly use of buildings and premises;
4. Any sign not exceeding two (2) square feet, except where required by statute, necessary to ensure postal service delivery and emergency response (E911) service;
5. Any sign which is visible from the inside of a building only;
6. Any sign located on private property that is attached and appurtenant to any otherwise permitted electric or mechanical device such as a vending machine, gasoline pump, automated teller machine, newspaper rack, automobile, or similar device provided that such sign does not project beyond the device's profile by more than one inch horizontally or vertically by more than four (4) foot; and
7. Any sign located on private property that is painted, enameled, or otherwise affixed flat, to an at grade, horizontal surface such as parking lot pavement, driveways, or walkways (e.g. pavement markings).

SECTION 7.21 Prohibited Signs

Except as provided in Section 7.20, it shall be unlawful after the effective date of this Ordinance for any person to erect or place within the City any one or more of the following signs:

1. Any sign located in or overhanging a public right-of-way;
2. Any sign or sign structure that is erected or maintained in a manner that obstructs, or may be confused with, any traffic directional/safety sign or obstructs the sight triangle at any street intersection (see also Section 6.0);
3. Any sign painted on or attached to trees, other natural features, or utility poles;

ARTICLE 7. SIGN STANDARDS

4. Any sign involving the use of spotlights where light is not directed exclusively to the sign face;
5. Any externally or internally illuminated sign that flashes intermittently, including the use of stroboscopic lamps or lighting, or involves any animation which could be disruptive to motorist or impose safety or traffic hazards;
6. Any sign which emits a sound, odor, or visible matter such as smoke or vapor;
7. Any sign which has been erected without a required building/zoning permit or for which a permit has been denied or does not meet the requirements of this Ordinance; and
8. Roof signs or any sign, excluding flags, which extend vertically beyond the height of the building to which it is attached.

SECTION 7.22 Building/Zoning Permit Required; Exceptions

- A. Except where specifically exempted by this Ordinance, a building/zoning permit shall be required for the placement, relocation, alteration, and rehabilitation of any sign within the City of Oak Grove (see Section 3.20). Any sign that is placed, relocated, altered, or rehabilitated without a required permit or which fails to meet the requirements of this Ordinance is an illegal sign and is subject to the enforcement provisions of Article 3.
- B. The following signs shall not require a building/zoning permit but are subject to the requirements of this Article (except as indicated):
 1. Banners and pennants, not constituting a temporary sign (allowed in all districts subject only to sections 7.21 and 7.23);
 2. Flags and flagpoles;
 3. Portable signs with ten (10) square feet of sign area or less;
 4. Temporary signs; and
 5. Window and door signs.
- C. The following sign alterations shall not require a building/zoning permit but shall be subject to the requirements of this Article:
 1. The changing of copy on a changeable copy sign;
 2. The painting, repair, refinishing, or maintenance of the sign face or sign structure provided no structural alterations or enlargement are made; and
 3. The complete removal of a sign.

SECTION 7.23 Provisions Applicable to All Signs

In addition to the specific standards by sign type established by this Article, all signs are subject to the following standards:

1. **Compliance with building codes.** All permanent signs shall meet the structural and installation standards of the Kentucky Building Code and the National Electrical Code;

ARTICLE 7. SIGN STANDARDS

2. **Finish.** Reverse sides of signs shall be properly finished with no exposed electrical wires or protrusions. Signs shall not be finished to have light-reflecting backgrounds, but may use light-reflective lettering;
3. **Illumination.** Except where required by the building or fire code or specifically authorized as part of an approved conditional use permit, signs in the R-1, R-1a, R-2, R-3, RMH-1 and RMH-2 districts shall be non-illuminated. In the B-1, B-2, and I-1 districts, illuminated signs are permitted. Illuminated signs shall conform to the requirements of this Article and the illumination standards of Section 4.42 and Ordinance 2007-18 (where applicable);
4. **High voltage power line.** All signs shall be located in such a way that they maintain horizontal and vertical clearance from all overhead electrical conductors in accordance with the National Electric Code, provided that in no case shall a sign be erected closer than seven and a half (7.5) feet horizontally or vertically from any conductor or public utility guy-wire;
5. **Visibility.** The area around a sign shall be properly maintained clear of brush, trees, and other obstacles so as to make signs readily visible as well as ensuring aesthetically attractive surroundings;
6. **Conflicts with utilities and drainage.** Signs shall not be placed in a manner that conflicts with the provision of utilities or obstructs a natural drainage way or stormwater improvement. The Zoning Administrator may require that signs placed within a utility or drainage easement receive written authorization from the affected maintaining authority.
7. **Requirements of the Kentucky Transportation Cabinet.** Signs placed along or visible from roads maintained by the Commonwealth of Kentucky may be subject to the requirements of the Kentucky Transportation Cabinet (KYTC). Where applicable, the Zoning Administrator may require documentation of conformance with KYTC requirements prior to the issuance of a building/zoning permit.
8. **Maximum Height.** Except where a more restrictive standard is provided by this Article, no sign shall exceed the height limitations applicable to a structure in the zoning district in which the sign is placed.

SECTION 7.24 Sign Maintenance

All signs and sign structures shall be kept in good repair, restored as necessary, and maintained in a safe condition including the replacement of or broken, rotted, missing, loose, or bent parts or supports. All signs shall be maintained in a structural sound manner in accordance with the requirements of the building, fire, property maintenance, and electrical codes.

SECTION 7.25 Dilapidated Signs

A dilapidated sign shall be repaired, rehabilitated, or removed from the premises within thirty (30) days following written notice by the Zoning Administrator. If not repaired, rehabilitated, or removed to meet the requirements of this Article within the thirty (30) day period, the sign shall be deemed in violation and shall be subject to the enforcement provisions of Article 3 of this Ordinance.

SECTION 7.26 Enforcement

Enforcement of this Article, including penalties for violation, shall follow the procedures established in Article 3 of this Ordinance. Notwithstanding the provisions of Article 3, nothing herein shall preclude the City, including its authorized officers, employees, or agents, from removing, impounding, and disposing of

ARTICLE 7. SIGN STANDARDS

an illegal sign which has been placed within a public right-of-way or on City property or pursuing other lawful remedies to address an imminent health or safety concern.

SECTION 7.27 through 7.29 Reserved

DIVISION III. APPLICATION OF STANDARDS

SECTION 7.30 Determining Number of Signs

In determining the number of signs permitted for individual lots in each zoning district, a sign shall be considered to be a display surface or device containing multiple elements that together form a single unit, regardless of their arrangement and organization. A sign shall be comprised of components on either side whether it is back-to-back, double-faced, or a V-shaped sign.

SECTION 7.31 Determining Sign Area

The sign area shall be computed as including the entire area within a parallelogram, triangle, circle or semi-circle containing all of the displayed matter, exclusive of frames and supports. In computing the sign area of back-to-back signs, the measurement shall be based on only one side; however, each side shall be of equal size. The sign area of V-shaped signs and signs with three or more sides containing copy, decoration, or any announcement visible from a street, shall be measured as the sum of the area of any two (2) adjacent sides.

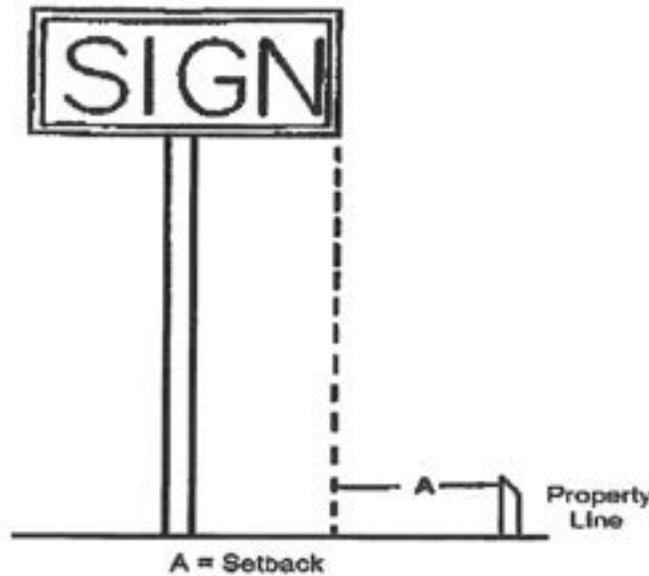
SECTION 7.32 Determining Sign Height

See Article 2, Section 2.1 Definitions, "HEIGHT (STRUCTURE)".

SECTION 7.33 Determining Sign Setback

The sign setback shall be measured horizontally from the property line to the vertices created by the right angle of the nearest sign projection. Where distance separation between signs is required, the distance shall be the horizontally distance between vertices created by the right angle of the nearest sign projection for each sign (see the illustration below).

ARTICLE 7. SIGN STANDARDS



SECTION 7.34 through 7.39 RESERVED

DIVISION IV. SIGN STANDARDS BY TYPE AND DISTRICT

SECTION 7.40 Changeable Copy Signs

Changeable copy signs are allowed as part of a freestanding sign, a façade sign, a hanging, projecting, or suspended sign, portable sign, or window or door sign. Changeable copy signs are subject to the same number, location, size, and height restrictions as the underlying sign type to which they are a part.

SECTION 7.41 Electronic Message Boards

Electronic message boards are allowed only in the B-1, B-2, and I-1 districts. Electronic message boards may be installed as part of a freestanding pole sign, a freestanding monument sign, or a façade sign and shall be subject to the following standards:

1. **Number.** The number of electronic message boards allowed per lot shall not exceed the limitation required of the underlying sign type to which it is a part;
2. **Size and height.** Electronic message boards shall not exceed the sign area and height requirements of the underlying sign type to which it is a part;
3. **Location.** An electronic message board shall meet the setback required of the underlying sign type to which it is a part;
4. **Message interval.** All electronic message copy shall not change at intervals less than eight (8) seconds on signs that face streets with a speed limit of forty (40) mph or greater and fifteen (15) seconds for facing streets with a speed limit less than forty (40) mph;

ARTICLE 7. SIGN STANDARDS

5. **Luminance.** Electronic message boards shall maintain a constant luminance throughout the duration of the display time interval. Any electronic message board that is malfunctioning shall either be turned off or display a blank screen; and
6. **Transition.** In order to reduce the safety hazard to pedestrians and drivers, the transition from one message to another shall only include effects such as fading in or out, dissolving, and changing at set intervals.

SECTION 7.42 Façade Signs

- A. Façade signs are allowed in the R-1, R-1a, R-2, R-3, RM11-1, and RMH-2 districts as a conditional use. In such cases, the Board of Zoning Adjustments may approve the placement of one façade sign provided such placement is in conjunction with and appurtenant to a conditional use listed in Table 5.2. The Board of Zoning Adjustments may attach limitations and restrictions on the placement and size of such sign; however, in no instance shall the sign area exceed ten (10) square feet. For approved home occupations, façade signs are limited to one (1) sign per dwelling unit and no sign shall exceed four (4) square feet in sign area.
- B. Façade signs are allowed in the R-1, R-1a, R-2, R-3, RMH-1, and RMH-2 districts in conjunction with a nonresidential use which is allowed by right or by right with use specific standards in accordance with Table 5.2. In such cases, no more than one (1) façade sign per lot not to exceed ten (10) square feet in sign area shall be allowed.
- C. Façade signs are allowed in the B-1, B-2, and I-1 districts subject to the following standards:
 1. **Number.** There is no limit on the number of façade signs allowed; and
 2. **Size and height.** In the B-1 District, façade signs (cumulatively) shall not exceed twenty (20) percent of the area of the façade on which they are placed, with the maximum sign area of any one sign limited to no more than forty (40) square feet. In the B-2 and I-1 districts, façade signs (cumulatively) shall not exceed forty (40) percent of the area of the façade on which they are placed, with a maximum sign area of any one (1) sign limited to no more than 150 square feet.
- D. In all districts, façade signs shall be contained entirely within a single wall plane. Façade signs shall not extend onto or above the roof or over the top of the building or structure. Façade signs shall not project beyond the wall (or awning, canopy, or marquee) it is affixed to by more than eight (8) inches.

SECTION 7.43 Flags and Flagpoles

Flags and flagpoles are allowed in all zoning districts and are subject only to the restriction imposed by sections 7.21 and 7.23 of this Article.

SECTION 7.44 Freestanding Signs

Freestanding signs are sub-classified as pole signs, monument signs, and billboards. No more than one (1) freestanding sign is allowed per lot. In the case of corner and double frontage lots, two (2) freestanding signs are allowed. Freestanding signs are subject to the following standards:

1. Pole and monument signs are allowed in the B-1, B-2, and I-1 districts. Pole and monument signs are allowed in the R-1, R-1a, R-2, R-3, RMH-1, and RMH-2 districts for uses (excluding single family, two family dwellings, and home occupations) that are allowed by right, allowed

ARTICLE 7. SIGN STANDARDS

by right with specific standards, or approved as a conditional use. Pole and monument signs are subject to the following standards:

- a. In the R-1, R-1a, R-2, R-3, RMH-1, and RMH-2 districts, a pole or monument sign shall not exceed ten (10) feet in height and the sign area shall not exceed sixteen (16) square feet,
 - b. In the B-1 District, a pole or monument sign shall not exceed twenty (20) feet in height and the maximum sign area shall not exceed 100 square feet,
 - c. In the B-2 and I-1 districts, a pole or monument sign shall not exceed fifty (50) feet in height and the maximum sign area shall not exceed 150 square feet, and
 - d. In all districts, pole and monument signs shall be setback no less than ten (10) feet from any property line.
2. Billboards are allowed only in the B-2 and I-1 districts subject to the following standards:
- a. **Location.** Billboard signs shall be setback no less than forty (40) feet from any property line. No billboard shall be closer than 1,200 feet to another billboard. No billboard shall be closer than 500 feet to a residential zoning district;
 - b. **Size and height.** The sign area of a billboard shall not exceed four hundred (400) square feet. The height of a billboard shall not exceed sixty (60) feet. The minimum ground clearance of the sign face shall be not less than 25 feet measured from ground elevation to the bottom of the sign; and
 - c. **Construction.** All billboards shall be constructed with one metal fabricated pole and frame. No wood timbers, utility poles, etc. shall be allowed as part of the construction.

SECTION 7.45 Hanging, Projecting, and Suspended Signs

Hanging, projecting, and suspended signs are allowed only in B-1 and B-2 districts and are subject to the following standards:

1. **Number.** No more than one (1) hanging, projecting, or suspended sign is allowed per lot;
2. **Location.** Hanging, projecting, and suspended signs shall be affixed exclusively at a ninety (90) degree angle to the façade and shall not project beyond the façade by more than five (5) feet. In no instance shall a hanging or projecting sign extend closer than ten (10) feet from any property line; and
3. **Size and height.** A hanging, projecting, and suspended sign shall not exceed (10) square feet in sign area and shall not be placed less than eight (8) feet above grade.

SECTION 7.46 Inflatable Signs

Inflatable signs are allowed only in the B-1 and B-2 districts as temporary signs and are subject to the requirements of Section 7.48.

SECTION 7.47 Portable Signs

Portable signs are allowed only in the B-2 District and are subject to the following standards:

1. **Number.** No more than (1) portable sign is permitted per lot;

ARTICLE 7. SIGN STANDARDS

2. **Location.** Portable signs shall be setback no less than ten (10) feet from any property line;
3. **Size and height.** A portable sign shall not exceed sixty (60) square feet in sign area and shall not exceed six (6) feet in height; and
4. **Duration and removal.** A portable sign shall be displayed for a period no greater than thirty consecutive (30) days in any required front yard and shall thereafter be removed. A portable sign may be displayed on a lot up to four (4) times per calendar year in a required front yard, not to cumulatively exceed 120 days in any calendar year.

SECTION 7.48 Temporary Signs

Temporary signs are allowed in all zoning districts and are subject to the following standards:

1. **Number.** No more than four (4) temporary signs are allowed per lot in the R-1, R-1a, R-2, R-3, RHM-1, and RMH-2 districts. In the B-1, B-2, and I-1 districts, there is no limit on the number of temporary signs; however, no more than four (4) temporary signs are allowed in any required front yard;
2. **Location.** Temporary signs shall be setback no less than ten (10) feet from any property line;
3. **Size and height.** A temporary sign in the R-1, R-1a, R-2, R-3, RMH-1, and RMH-2 districts shall not exceed four (4) feet in height and four (4) square feet in sign area. For all other districts, a temporary sign shall not exceed six (6) feet in height and ten (10) square feet in sign area. Exception: Temporary signs which are attached to a building shall observe the same height and sign area restrictions applicable to façade signs; and
4. **Duration and removal.** In the R-1, R-1a, R-2, R-3, RMH-1, and RMH-2 districts, temporary signs shall be displayed for a period no greater than thirty consecutive (30) days in any required yard, not to exceed 120 cumulative days in any calendar year. Exception: One (1) temporary sign may be placed in a required front yard for a period not to exceed 270 cumulative days in any calendar year.

SECTION 7.49 Window and Door Signs

Window and door signs are allowed in all zoning districts subject to the following standards:

1. In the R-1, R-1a, R-2, R-3, RMH-1, and RMH-2 districts, a window or door sign that is exteriorly attached or is painted, decaled, laminated, or otherwise permanently affixed shall not exceed two (2) square feet in sign area;
2. In the B-1, B-2, and I-1 districts, a window or door sign that is exteriorly attached or is painted, decaled, laminated, or otherwise permanently affixed shall not cumulative exceed 40 percent of the area of any window or door; and
3. In all districts, a window or door sign which is interior to a building and is not painted, decaled, laminated, or otherwise permanently affixed is not subject to any limitation on the number of displays or restrictions on sign area.

ARTICLE 7. SIGN STANDARDS

SECTION 7.50 Summary of Standards

Charts 7.50A, 7.50B, 7.50C, and 7.50D provide a summary of the sign standards of this Article. Where there is a perceived conflict between the text of this Article and the standards as illustrated below, this Article's text shall govern.

R-1, R-2, R-3, MHR

Sign Types Allowed	Building/ Zoning Permit Required	Number of Signs Allowed (per lot)	Size Limit (square feet)	Height Limit (in feet)	Setback (in feet)	Specific Standards (section number)
Facade Signs (nonresidential uses and conditional uses only)	Required	1	10	District Height Limit	None	7.42
Facade Signs (home occupations only)	Required	1	4	District Height Limit	None	7.42
Flags and Flagpoles	Not Required	No Limit	No Limit	District Height Limit	None	7.43
Freestanding Signs (excludes one and two-family uses and home occupations)	Required	1 (2 signs for corner and double frontage lots)	16	10	10	7.44
Temporary Signs	Not Required	4	4	4	10	7.48
Window and Door Signs (exterior and permanent)	Not Required	No Limit	2	District Height Limit	None	7.49
Window and Door Signs (interior)	Not Required	No Limit	No Limit	District Height Limit	None	7.49

ARTICLE 7. SIGN STANDARDS

Sign Types Allowed	Building/ Zoning Permit Required	Number of Signs Allowed (per lot)	Size Limit (square feet)	Height Limit (in feet)	Setback (in feet)	Specific Standards (section number)
Façade Signs	Required	No Limit	40 Cumulatively no more than 20% of façade	District Height Limit	None	7.42
Flags and Flagpoles	Not Required	No Limit	No Limit	District Height Limit	None	7.43
Freestanding Signs (Monument and Pole Signs only)	Required	1 (2 for corner and double frontage lots)	100	20	10	7.44
Hanging, Projecting, and Suspended Signs	Required	1	10	District Height Limit Minimum 8 foot clearance	10	7.45
Temporary Signs	Not Required	4 No Limit when placed outside of required front yard	10 Considered Façade Signs for area purposes when attached to building	6 District Height Limit when attached to building	10	7.48 7.46
Window and Door Signs (exterior and permanent)	Not Required	No Limit	40% of window or door area	District Height Limit	None	7.49
Window and Door Signs (interior)	Not Required	No Limit	No Limit	District Height Limit	None	7.49

ARTICLE 7. SIGN STANDARDS

Sign Types Allowed	Building/ Zoning Permit Required	Number of Signs Allowed (per lot)	Size Limit (square feet)	Height Limit (in feet)	Setback (in feet)	Specific Standards (section number)
Façade Signs	Required	No Limit	150 Cumulatively no more than 40% of façade	District Height Limit	None	7.42
Flags and Flagpoles	Not Required	No Limit	No Limit	District Height Limit	None	7.43
Freestanding Signs (Monument and Pole Signs)	Required	1 (2 for corner and double frontage lots)	150	50	10	7.44
Freestanding Signs (Billboards)	Required		400	60	Special Setbacks – see Section 7.44	7.44
Hanging, Projecting, and Suspended Signs	Required	1	10	District Height Limit Minimum 8 foot clearance	10	7.45
Portable Signs	Required when greater than 10 square feet	1	60	6	10	7.47
Temporary Signs	Not Required	4 No Limit when placed outside of required front yard	10 Considered Façade Signs for area purposes when attached to building	6 District Height Limit when attached to building	10	7.48 7.46
Window and Door Signs (exterior and permanent)	Not Required	No Limit	40% of window or door area	District Height Limit	None	7.49
Window and Door Signs (interior)	Not Required	No Limit	No Limit	District Height Limit	None	7.49

ARTICLE 7. SIGN STANDARDS

Sign Types Allowed	Building/ Zoning Permit Required	Number of Signs Allowed (per lot)	Size Limit (square feet)	Height Limit (in feet)	Setback (in feet)	Specific Standards (section number)
Façade Signs	Required	No Limit	150 Cumulatively no more than 40% of façade	District Height Limit	None	7.42
Flags and Flagpoles	Not Required	No Limit	No Limit	District Height Limit	None	7.43
Freestanding Signs (Monument and Pole Signs)	Required	1 (2 for corner and double frontage lots)	150	50	10	7.44
Freestanding Signs (Billboards)	Required		400	60	Special Setbacks – see Section 7.44	7.44
Temporary Signs	Not Required	4 No Limit when placed outside of required front yard	10 Considered Façade Signs for area purposes when attached to building	6 District Height Limit when attached to building	10	7.48
Window and Door Signs (exterior and permanent)	Not Required	No Limit	40% of window or door area	District Height Limit	None	7.49
Window and Door Signs (interior)	Not Required	No Limit	No Limit	District Height Limit	None	7.49

SECTIONS 7.51 through 7.54 RESERVED

DIVISION V. EXCEPTIONS

SECTION 7.55 Events of Special Public Interest

As provided in Section 5.41, the City Council may, by resolution, designate events of special public interest. The City Council may establish, or authorize the Zoning Administrator to establish, the requirements and location for event related signs in addition to those signs permitted herein.

SECTION 7.56 through 7.99 RESERVED

City of

Sign Permit Application

INSTRUCTIONS TO APPLICANT: This application must be completed in full. The owner, the contractor or any person authorized by the owner may complete the application. If the applicant is not the owner, the owner must sign the "Certification of Authorization" on page 2.

The _____ will visit the site for inspection after the sign has been installed, to make sure placement is in compliance with Zoning regulations and set back requirements. It is the responsibility of the applicant/owner to notify the inspector for this inspection. It is advisable for the applicant/owner to meet with the inspector before acquiring building.

Before the Sign Permit will be issued, you must submit the following:

1. A detailed site plan, or "plot plan", showing the shape and dimensions of the lot or lots, all existing or proposed structures, the distances between all structures and the property lines, the location of driveways, utility services, easements, manholes, or any other pertinent information.
2. The permit fee, which is calculated by size of the sign must be paid in full.

In 1990, the General Assembly of Kentucky adopted a new state law, which requires all contractors and subcontractors to provide assurance that Kentucky's Workers Compensation and Unemployment Insurance will be complied with before a permit will be issued. The "Contractor's Affidavit" on page 4 must be signed before the permit will be issued. The applicant would be well advised to assure himself/herself that these laws will be complied with.

The City of _____ requires all contractors and subcontractors to purchase a City Occupational License. In event the City discovers any contractor is working without a license, the sign permit can be revoked and a **Stop Work Order** issued.

I hereby certify that all information contained in this application and any attachments hereto are true and accurate, and that any misrepresentation or misstatement of facts shall be grounds for denial or revocation of the permit. I also will be responsible for making sure that all applicable codes and/or ordinances will be complied with, including but not limited to The Kentucky Building Codes, Kentucky Plumbing Code, National Electrical Code, and Code or Ordinances for the City of:

Applicant Signature

Date

Certification of Authorization: I hereby certify that I am owner of record of the property described in this application, and that I authorize _____ to act as my agent in making this application.

Property Owner Signature

Date

Location:

Address _____

Zoning classification _____

Applicant:

Name _____ Phone _____

Address _____

owner tenant other _____

Property owner:

Name _____ Phone _____

Address _____

General Contractor:

Name _____ Phone _____

Address _____

Permit Type: Residential Commercial Other _____

Type of Sign: fascia free standing projecting
 lamp post bill board electronic message board
 other _____

Dimensions:

Size of sign _____ ft. x _____ ft

Sign area _____ sq. ft.

Height of sign _____ ft. Clearance _____ ft.

Setback from street right-of-way _____ ft.

Setback from buildings _____ ft.

Setback from property line(s) _____ ft.

Illumination: none neon external internal

other _____



City of Marion

Demolition Permit Application

Address of Proposed Demolition: _____

Applicant: Contractor Property Owner

Contractor: _____ Contact: _____

Address: _____

Phone: _____ Email (optional): _____

Occupational Tax License: _____

Property Owner: _____

Address: _____

Phone: _____ Email (optional): _____

Type of Structure to be Removed: _____

Utilities (Applicable agencies must be contacted):

- Sanitary/Sewer: City of Marion Electric: _____
 Water: City of Marion/CLWD Gas: _____

EPA Clearance Documentation for Multiple Units or Commercial Structures contact:

KY Division for Air Quality Paducah Regional Office
130 Eagle Nest Dr
Paducah, KY 42003
Phone: (270) 898-8468

ACKNOWLEDGEMENT and AFFIDAVIT OF ASSURANCES:

_____ I hereby certify that I am requesting this review on behalf of all owners of this property.

_____ As applicant, I assure by this affidavit that all contractors and subcontractors employed or that will be employed on activity covered by this permit shall be in compliance with all applicable laws and regulations set forth by the Commonwealth of Kentucky.

_____ As applicant, I assure by this affidavit that all utilities have been disconnected from the property, including sewer, electric, water, gas, and phone/cable.

_____ As applicant, I agree to comply with the following conditions of this permit:

- This permit is valid for 90 days after the date of issuance.
- Adequate barricades must be provided before demolition work is started, if necessary.
- Unsuitable fill material must be hauled to an approved landfill.
- Buildings must be completely vacated before any activity under this permit is commenced.
- Lot must be left in clean, smooth, and sanitary condition.
- Use of lot(s) after wrecking is completed must comply with all applicable codes and ordinances.

Applicant Signature

Date

The foregoing Affidavit of Assurance was acknowledged and sworn to before me by:

_____, Applicant

on this the _____ day of _____, 20____.

Notary: _____

Notary ID: _____

My Commission Expires: _____

<p><i>Notary services are available at Marion City Hall 217 S. Main St. Marion KY 42064</i></p>

.....
Permit approved by: _____

Title: _____

Date approved: _____

Notes:



iWorQ Price Proposal

Marion	Population- 2872
217 South Main Street, Marion, KY 42064	Prepared by: Mikayla Foster

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Code Enforcement - Department *Code Enforcement *Portal Home -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Track cases with customizable reporting -Includes Sensitive File Uploads that are required to finish permit or code enforcement process (i.e Driver's License) -OpenStreetMap tracking abilities with quarterly updates -3 Custom Web Forms for Portal Home -Free forms, letters, and/or permits utilizing iWorQ' template library and up to 3 custom letters	\$3,500	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$3,500	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Implementation and Setup cost year 1	Included	Year One
Up to 5 hours of GIS integration and data conversion	Included	Year One
Data Conversion	Included	Year One

Grand Total Due Year 1	\$3,500	Year One Total
-------------------------------	----------------	-----------------------



**CITY OF MARION, KENTUCKY
ORDINANCE NO. 26-02**

**AN ORDINANCE OF THE CITY OF MARION, KENTUCKY, AMENDING CHAPTER 35:
PERSONNEL POLICIES TO AMEND THE EMPLOYEE HANDBOOK FOR EMPLOYEES OF
THE CITY TO ADD CYBERSECURITY**

WHEREAS, the City Council of the City of Marion, Kentucky, has authority pursuant to statute to enact Ordinances relating to the City, and

WHEREAS, the City of Marion, Kentucky has codified its Ordinances, and

WHEREAS, the City Council deems it necessary to revise, amend, and codify the Employee Handbook going forward,

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

Section One: Chapter 35: PERSONNEL POLICIES of the Code of Ordinances of the City of Marion, Kentucky, Employee Handbook, Section 3 – General Employment Policies and Rules are hereby amended establish Cybersecurity Policy.

Section Two: City of Marion, Kentucky, Employee Handbook, Section 3 will now include the following additions:

Cybersecurity Policy

(1) Overview

Keeping up cybersecurity is essential for protecting city data. Without the proper measures and every member of staff taking up responsibility in securing their devices, services, and networks, data could become compromised and cause serious damage to the city and its reputation.

Our partners and residents trust us to keep their data safe, and this policy has been instituted to help employees understand their responsibilities and what is expected of them to keep our promise to our residents and partners.

(2) Purpose

The purpose of this policy is to clearly lay out what is expected from members of staff in helping secure the city's data, devices, and network. By agreeing to and following this policy, you are helping ensure that the city is doing everything it can to keep sensitive and personal data protected and maintain our reputation as a secure operator. This document will expand on Computer Use and Monitoring Policy.

(3) Scope

This policy applies to all employees, temporary workers, contractors, and agents acting on behalf of the city that use or have access to city devices, the city network, or any city data in digital form.

IT will refer to any employees with designated titles and job duties for the field of Information Technology or third-party consultants or firms managing information technology on the City's behalf.

Section Two: That this ordinance shall be in full force and effect upon its passage by law pursuant to Kentucky Revised Statues.

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

Section Four: 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.

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 COSBY, CITY CLERK

**CITY OF MARION, KENTUCKY
ORDINANCE NO. 26-01
AN ORDINANCE AMENDING ORDINANCE #25-9 ADOPTING THE CITY OF MARION, KENTUCKY ANNUAL BUDGET
FOR FISCAL YEAR 07/01/2025 THROUGH 06/30/2026 BY ESTIMATING REVENUES AND RESOURCES AND
APPROPRIATING FUNDS FOR THE
OPERATION OF CITY GOVERNMENT**

WHEREAS, an annual budget proposal and message have been prepared and delivered to the Marion City Council as required by KRS 83 A; and

WHEREAS, the Council has reviewed said budget proposal and message and made necessary modifications;

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

Section One: That the annual budget for the fiscal year beginning July 1, 2025, and ending June 30, 2026, is hereby adopted as follows:

	General Fund	Water Fund	Sewer Fund	ABC Fund	Municipal Aid	LGEA Fund	Rest./Motel	Total
<i>Revenues</i>								
Property Tax	417,155						301,600	718,755
							296,600	713,755
Payroll/Net Profits	995,300							995,300
	990,300							990,300
Intergovernmental Payments	69,900	1,894,467	600,000		103,971			2,668,338
		-	-					173,871
Interests & Miscellaneous	827,045	8,700		98,600				938,408
	239,275	1,899,167	3,500	100,100	500	3	60	2,242,605
Insurance Tax	250,000							250,000
	225,000							225,000
Water Sales		900,600						900,600
		845,833						845,833
Sewer Sales			425,600					425,600
			624,718					624,718
Service Charges		7,000						7,000
Penalties		15,000						15,000
			696,000					696,000
Environmental fee			737,000					737,000
Loan Proceeds			100,000					100,000
			5,000,000					5,000,000
Franchise Fees	127,000							127,000
	117,000							117,000
TOTAL REVENUE	2,686,400	2,825,767	1,825,100	98,600			301,660	7,842,001
	2,058,630	2,767,000	6,365,218	100,100	104,471	3	296,660	11,692,082

Expenditures									
Administration	1,278,583	112,046	600,400	100,988		227		2,092,244	
	545,381	67,542	208,550	100,006				—	921,479
Appropriations	6,551								6,551
Police Dept.	604,164							604,164	
	590,764							—	590,764
E911 Dept.									-
Fire Dept.	163,994							163,994	
	67,494							—	67,494
Street Dept.	263,207							263,207	
	124,826							—	124,826
Lights	82,500							82,500	
	60,000							—	60,000
Planning/Zoning	98,073							98,073	
	48,572							—	48,572
Building Fund									-
Water Plant		1,019,043						1,019,043	
		2,329,240						—	2,329,240
Sewer Plant			450,819					450,819	
			5,322,193					—	5,322,193
System Maint./Debt		1,628,113	766,282					2,394,395	
		232,846	831,269					—	1,064,115
Public Transp.					158,275	0		158,275	
					104,425	2,000		—	106,425
Tourism							301,600	301,600	
							295,000	—	295,000
TOTAL EXP.	\$2,497,072	\$2,759,202	\$1,817,501	100,988	\$158,275	227	301,600	7,634,865	
	\$1,443,588	\$2,629,628	\$6,362,012	\$100,006	\$104,425	\$2,000	\$295,000	10,936,659	
Projected Net Increase (Decrease):	189,328	66,565	7,599	(2,388)	(53,804)	(224)	60	207,136	
	615,042	137,372	3,206	\$94	\$46	(\$1,997)	\$1,660	755,423	

Section Two: That this ordinance shall be in full force and effect upon its passage by law pursuant to Kentucky Revised Statutes.

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

Section Four: 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.

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 COSBY, CITY CLERK



City of Marion – Code of Ordinances

§ 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.

"**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.

§ 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.

**CITY OF MARION, KY
EMPLOYEE HANDBOOK**

June 1, 2025

City of Marion Mission Statement

We will provide our citizens with exemplary services in water treatment and distribution, wastewater collection and treatment, law enforcement, fire protection, parks and recreation, planning and zoning, code enforcement, economic development, and tourism. Critical to our mission is the establishment and maintenance of a responsible, accountable, and up-to-date financial management system. Equally critical is the establishment and maintenance of a personnel system that recruits and retains a competent, productive work force.

NOTICE

The City of Marion Employee Handbook does not create any contractual or other legal rights. The personnel policies contained in this Handbook do not alter the City's at-will employment policy nor do they create an employment contract for any period of time. This Handbook may be added to, terminated, or changed at any time by the City of Marion.

Table of Contents

Section 1 – Introduction	8
About the City of Marion Handbook	8
City Government and Organization	9
Effect, Amendment and Application of Handbook Policies	9
Employee Handbook.....	9
Administration of the City of Marion Personnel System.....	10
Severability	10
Section 2 – Hiring and Employment	11
Employment-At-Will	11
Equal Opportunity Employer	11
Americans with Disabilities Act	11
Immigration Control and Reform	12
Application and Advertisement of Vacant Positions	12
Application for Position.....	13
Promotions, Transfers, Provisional Appointments and Demotions	13
Hiring and Selection.....	14
Employment of Relatives.....	14
Background and Reference Checks	15
Medical Examinations.....	18
Employee Bonding.....	19
New Employee Orientation.....	19
Introductory Period	20
Job Descriptions.....	20
Performance Evaluations	21
Personnel Records.....	21
Change in Personal Information.....	22
Access to Personnel Files.....	22
Job References	22
Record Retention.....	23
Social Security Numbers and Privacy Protection	23
Disciplinary Practices / Procedures.....	23
Suspension	24

Termination of Employment.....	25
Layoffs (reduction in force).....	26
Exit Interview.....	26
Reinstatement.....	26
Section 3 – General Employment Policies and Rules.....	27
Open Door Policy.....	27
Sexual and Nonsexual Harassment.....	27
Workplace Violence.....	29
Workplace Safety.....	30
Reporting Work Related Accidents.....	31
Drug and Alcohol Free Workplace.....	32
Fraternization.....	39
Media Communications.....	39
Hours of Operation and Work Schedules.....	39
Tardiness.....	40
Meals and Rest Periods.....	40
Inclement Weather.....	40
Standards of Performance and Conduct.....	41
Dress Code and Hygiene.....	42
Outside Employment for Employees other than Police Officers.....	43
Outside Employment for Police Officers.....	43
Uniforms.....	44
Use of Office Telephone.....	45
Mobile Telephones and Communication Devices.....	45
Vehicle Use.....	46
Assigned City Vehicles.....	47
Vehicle Accident Reporting Requirements.....	48
Information Technology Acceptable Use Policy.....	49
City Social Media.....	50
Employee Guidelines for Participating in Social Networking.....	52
Employee Privacy Expectations.....	53
Cybersecurity.....	53
Smoke Free Workplace.....	54
Customer Relations.....	54

Open Records Policy.....	54
Section 4 – Employee Code of Ethics	56
Conflicts of Interest in General.....	56
Conflicts of Interest in Contracts	57
Confidentiality of City Records	58
Gifts / Gratuities.....	58
Use of City Property, Equipment, Time and Personnel	59
Political Activity	59
Reporting Code of Ethics Violations and Penalties	59
Whistleblower Protection for City Employees	60
Section 5 – Employee Financial Practices, Reporting and Reimbursement.....	62
Purpose of the Policies Contained in this Section.....	62
Employee Expense Reports and Reimbursement	62
Use of City Credit Cards.....	63
Employee Travel Expense Reimbursement	64
Reimbursable Expenses Related to Official City Business.....	66
Alcohol Reimbursement Policy	67
Purchasing and Procurement.....	67
Disposal of City Property.....	67
Contract Review and Execution.....	68
Check Handling by City Employees	68
Cash Disbursements.....	69
Section 6 – Classification and Compensation	70
Employment Types and Classification.....	70
Fiscal Year	71
Official Workweek.....	71
Overtime	71
On Call Employees	72
Base Salary and Salary Adjustment.....	72
Payroll Deductions.....	72
Time Records.....	73
Unemployment Compensation Insurance	74
Section 7 – Health, Retirement and Other Benefits	75
Health Insurance	75

Workers' Compensation	75
Return to Work Program.....	76
Retirement Plan and Social Security.....	79
Section 8 – Paid and Unpaid Leaves.....	80
Holidays	80
Vacation Leave	80
Sick Leave.....	81
Family Medical Leave Act (FMLA).....	82
Bereavement Leave.....	84
Jury Duty and Court Ordered Appearances	85
Military Leave.....	85
Section 9 – Appendix and Forms	87
Appendix A Ethics Ordinance	Insert
Appendix B Customer Service Principles.....	Insert
Appendix C Purchasing and Procurement Policy Manual	Insert
HR Form 01 – Handbook Acknowledgement Form	88
HR Form 04 – Report of Work-Related Injury Form – Workers' Compensation Form.....	89
HR Form 09 – FMLA Medical Certification Form	91
HR Form 10 – FMLA Medical Update Form	92
HR Form 11 – FMLA Medical Release to Return to Work Form	94
HR Form 12 – Financial Disclosure/Conflict of Interest Form	97
HR Form 15 – Complaint Form.....	99
HR Form 19 – Disciplinary Form	100
HR Form 21 - Background Check Release Form	101
HR Form 22 – Driver's License Background Check Release Form	102
HR Form 23 – Drug Free Workplace Acknowledgement.....	103

Section 1 – Introduction

About the City of Marion Handbook

The purpose the City of Marion Employee Handbook is to establish a uniform system for managing personnel matters for all City employees. This Handbook, and the policies it contains, provide direction for you in the performance of your employment duties so that you can successfully contribute to the fulfillment of the City’s mission to provide exemplary services to our citizens.

The policies contained in this Handbook are designed to reinforce the core values of the City of Marion. We believe that when you act in a manner consistent with the City’s core values in your employment activities, both you and the citizens that we serve will prosper.

The City’s core values serve as the cultural foundation of the organization. They embody the spirit and collective conscience of the City and its employees. Our core values describe how we fulfill our mission by representing the enduring ideals and principals that guide all of our actions.

We believe:

- Kentucky’s cities play an essential role in shaping the future of the Commonwealth.
- Local decisions are best made at the local level.
- Our exceptional services help our city function effectively and enhance the quality of life within the city.
- Building and cultivating relationships with other governments, businesses, and individuals furthers the mission of the City of Marion.

We embrace:

- Customer service based on attentive listening and measured by timely and appropriate responses.
- Credibility built on a commitment to high ethical standards, accountability, competence, and non-partisanship.
- Teamwork and continuous learning that drives improvement and innovation.
- Caring and mutual respect that fosters a supportive working environment.

Regardless of your primary area of work concentration, you are an employee of the City of Marion. While each city employee has different responsibilities, job duties and departmental assignments in the organizational structure, employees are expected to work as a team toward the common goal of advancing the interests of the City of Marion.

We are pleased you are part of the City of Marion family and hope you view your employment as an opportunity to help advance our community and thereby make it an even better place for future generations.

City Government and Organization

The City of Marion operates under the Mayor-Council form of government. The Mayor is the Executive Authority and the City Council is the Legislative Authority.

Effect, Amendment, and Application of Handbook Policies

- (1) **The City of Marion Employee Handbook 2026 Edition** contains information about the City's employment policies and procedures and an overview of the City's benefits. For specific information about employee benefits, you should refer to the plan documents, which are controlling. The policies and procedures in this Handbook are guidelines only. The City reserves the right to interpret and administer the provisions of this Handbook as needed. The provisions of this Handbook shall repeal and replace all previously adopted policies and procedures governing employment with the City of Marion.
- (2) Except for the policy of at-will employment, which can only be changed in writing by the Mayor of Marion, this Handbook and any of the policies and procedures contained herein are subject to change at the discretion of the City of Marion. The City may amend or terminate any policy or procedure contained in this Handbook at any time, with or without notice. However, the City will endeavor to communicate any changes to all employees in a timely fashion.
- (3) Each employee should read and become familiar with the information contained in this Handbook. Failure to comply with the City's policies or procedures may result in discipline, up to and including termination.
- (4) The provisions in this Handbook are not intended to in any way create any contractual obligations with respect to your employment.
- (5) The policies contained in this Handbook apply to all City employees regardless of their departmental assignment or primary responsibilities. Additional policies and procedures apply to the police department. When appropriate, this Handbook will reference the Police Department Handbook.
- (6) **These policies and procedures are intended to cover most personnel problems, actions, and issues which may arise. Those not specifically covered will be interpreted by the executive authority and such interpretation will be in concert with the spirit and letter of these policies and procedures. In addition, the executive authority may write administrative memoranda to interpret or clarify existing policies.**

Employee Handbook

The City Administrator **or his or her designee** shall ensure that a current copy of the Employee Handbook is prepared and distributed to all new and current employees. All employees are expected to read and sign the *Certification of Receipt* within 30 days of employment or within 30 days of any amendment to the handbook. The City Administrator **or his or her designee** shall maintain a copy of the Certificate of Receipt in the employee personnel file and maintain pursuant to the Department of Libraries and Archives Record Retention Schedule.

Administration of the City of Marion Personnel System

- (1) The City of Marion's policies are applied and enforced by the City Administrator and supervisory employees, which includes department directors and managers. The City expects supervisory staff to foster a working environment where employees take the primary role in their own professional growth and development. Supervisory employees should provide continuous feedback to their employees regarding performance and should address any potential infractions of these policies with employees immediately.
- (2) To ensure fairness and consistency in all personnel matters, the City has designated the City Administrator to be responsible for general oversight of the City's personnel system and for all centralized personnel matters such as the recruitment and selection of employees, revision of job descriptions, wage and salary schedules, administration of benefit programs, and maintenance of personnel records.
- (3) No department supervisory employee or other employee shall conduct any interview for potential employment or internship, make any offer of employment or internship, or make any modifications to the compensation or benefits of employees without notification to the City Administrator and the City Mayor and compliance with the procedures established by the City. No supervisory employee or other employee shall alter, suspend, or fail to enforce or adhere to the policies contained in this Handbook.

Severability

If any provision of these policies or any procedure for their subsequent application is held invalid, such invalidation shall have no bearing or effect on any other parts or sections.

Section 2 – Hiring and Employment

Employment-at-Will

All City employees are at-will employees. This means there is no contract of employment, express or implied, and that either the City or the employee is free to terminate the employment relationship at any time, with or without cause. The City's at-will employment policy shall only

be varied by a specific written agreement that is entered into and signed by the City Administrator and an individual employee. Therefore, nothing contained in this Handbook or any other document provided to employees shall be relied upon or interpreted to form a contract binding upon the City regarding any benefit, policy, procedure, or other term or condition of employment.

Equal Opportunity Employer

- (1) The City of Marion is an equal opportunity employer. It is the City's policy to afford equal employment opportunity to all qualified persons regardless of race, color, religion, age, sex, sexual orientation, national origin, disability, veteran or family status, an individual's status as a smoker or nonsmoker, genetic makeup or any other status or condition protected by applicable local, state or federal laws, except where a bona fide occupational qualification applies.
- (2) The City's commitment to be an equal opportunity employer extends to all of its employment and personnel practices, including job opportunities, promotions, pay and benefits, discipline, discharge, training, and other social and recreational activities sponsored by the City.
- (3) The harassment, retaliation, coercion, interference, or intimidation of any employee due to that employee's race, religion, color, national origin, sex, sexual orientation, genetic makeup, age, disability, veteran or family status, **gender identity, pregnancy, childbirth, pregnancy/childbirth related conditions,** or because the employee is a smoker or nonsmoker is strictly forbidden. Any employee who experiences such treatment should report it immediately to his or her supervisor or other supervisory or management staff in accordance with Harassment Policy within Section 3 this Handbook.

Americans with Disabilities Act

- (1) The City will offer equal employment opportunities for qualified individuals who may have a physical or mental disability, but who can still perform the essential job functions with or without reasonable accommodations. The City will provide reasonable accommodations to individuals qualifying under ADA only when that accommodation does not create an "undue hardship" to the City.
- (2) Any employee who feels he or she may need an accommodation in order to perform his or her job functions should notify his or her immediate supervisor. Because analysis under the ADA requires an open dialogue between the employee and the employer, the employee and the supervisor are encouraged to discuss the situation openly and involve the City Administrator and other necessary staff as appropriate.

Immigration Reform and Control Act

- (1) The City will comply with the Immigration Reform and Control Act of 1986 (IRCA), including Form I-9 requirements.
- (2) Under IRCA, all employers must complete Employment Eligibility Verification Forms, commonly known as Form I-9, for all current employees and maintain those forms in a separate file for the longer of either:
 - a. Three years from the date of hire; or
 - b. One year after the employment ended.
- (3) IRCA prohibits employers from:
 - a. Knowingly hiring, recruiting, or referring (for a fee) aliens who are not authorized to work in the US.
 - b. Requiring specific documents to complete the I-9 form.
 - c. Retaliating against employees that file a charge or participate in an investigation.

Application and Advertisement of Vacant Positions

- (1) When a vacancy occurs, current City employees may be notified of the vacancy by placing written notice(s) in strategic locations throughout City offices. Notices posted shall include position title, summary of duties, position qualifications, and the time limit for applying. Employees who wish to apply for the position must submit a completed employment application form to **the City Administrator**, thereby indicating interest in the vacant position. The City Administrator may fill the vacancy by either promoting a current employee or employing a person from outside of the existing City Government Organization. When announcements of vacant position(s) are made outside of the organization, any of the following procedures may apply:
 - a. The City's open application policy allows persons interested in employment with the City to complete an Employment Application Form at any time regardless of whether or not the vacancy exists, indicating the position(s) applicable. Completed Employment Application Forms will be considered active for a period of 6 months.
 - b. The City may advertise all vacant position(s) in the Crittenden Press. All announcements shall include such information as where to apply, deadline for applications, pay range for the position, summary of the duties, and position qualifications. All written announcements of vacant position(s) shall also contain the following statement, "An Equal Opportunity Employer".

Application for Position

Employment Application Forms supplied by the City and completed by applicants shall include information about the applicants' training, experience, and additional information as required. Upon request, applicants shall be given a copy of the job description stating the duties of the position.

- (1) No person may be appointed to a position unless information on the official Employment Application form is verified and he or she meets the qualifications for the position as set forth in the position description.
- (2) All Employment Application forms must be signed and dated by the applicant.

Promotions, Transfers, Temporary Appointments, and Demotions

- (1) Vacancies may be filled by promotion from within the City. Employees may apply for the position by submitting a written request through their supervisor or the City Administrator. An employee may be promoted from one position to another only if the employee has the qualifications for the higher position. The same procedures as those authorized for ascertaining qualifications for initial appointment to a position shall be followed.
- (2) In the case where vacancies cannot be filled from within city service or from an eligibility list, temporary appointments may be made for a period not to exceed six months by the City Administrator. In cases where the temporary appointment is to a nonelected office position, appointments are made by the Mayor with approval by the Marion City Council.
- (3) Temporary appointments shall terminate as soon as a qualified candidate in accordance with the personnel hiring procedures can fill the position in question.
- (4) An employee may be demoted upon recommendation of a supervisor, with the approval of the City Administrator. **The provisions of KRS 15.520 shall regulate demotions of employees in the Police Department.** All pertinent documentation of said demotion shall be entered into the employee's personnel file.

Hiring and Selection

- (1) Appointment to a position within the City shall be made only after it has been determined the person being considered meets the qualifications set out in the current job description for which the appointment is made.
- (2) The policy shall apply to current employees who request a transfer or promotion to a vacant position, as well as new applicants for employment or re-employment.

- (3) The qualification of an applicant for a position shall be ascertained on the basis of one or more of the following:
 - a. Information the applicant supplies on the official Employment Application Form.
 - b. Written, performance or physical tests or examination or any combination which may be required by the City.
 - c. Personal interview.
 - d. Information and evaluations supplied by references given by the applicant.
 - e. Prior to employment with the City, but ONLY after an offer of employment with the City, the prospective employee must submit to and pass a pre-employment drug test.
 - f. Other appropriate information as determined.

- (4) All employees are appointed by the City Administrator except that pursuant to KRS 83A.080, all nonelected city officers shall be appointed by the Mayor with the approval of the Marion City Council. Nonelected officers include:
 - a. City Clerk
 - b. City Administrator
 - c. Code Enforcement Officer
 - d. City Treasurer

Employment of Relatives

Pursuant to the City's Ethics Ordinance, No. 40,

- (1) Generally, a relative of an employee will be eligible for employment with the City as long as no conflicts in supervision, safety, security or morale, or potential conflicts exist.
 - (a) In the event a current employee becomes the relative of another current employee, the City will attempt, if practical, to separate the employees by assignment and supervision. After such separation, any effort by a relative to affect the terms and conditions of employment of his or her relative shall be considered improper. If the City determines that the separation would not be practical, it will review the employment records, assignments, and related matters pertaining to the employees to determine whether to exercise discretion to make an exception to this policy. Any such exception shall be understood to be a temporary accommodation of current employees and not a precedent for deviating from this policy. If, in the view of the City, a conflict exists which cannot be resolved, only one of the employees will be permitted to remain an employee of the City. The decision as to which relative will be allowed to remain will be made by the City Administrator after consideration of the circumstances and consultation with the affected employees and their supervisors.
 - (b) The City Administrator shall notify the Ethics Board within a reasonable time when any conflict under this policy is reported or identified.

- (2) As used in this policy, the term "relative" means parent, grandparent, child, grandchild, spouse, siblings, spouses of siblings and children, and step relationships.

- (3) Nothing in the City's Equal Opportunity Employment Policy established in Policy 1.03 of this Handbook shall be interpreted as preventing the reasonable regulation of nepotism for reasons of supervision, safety, security, or morale.

Background and Reference Checks

- (1) It is the policy of the City of Marion to perform pre-employment background checks pursuant to KRS Chapter 335B. The purpose of performing these checks is to determine and/or confirm, within appropriate legal and professional limits, the qualifications and suitability of a candidate for the particular employment position for which the candidate is being considered. Many of our employees' job duties involve working closely with other employees and/or the public, significant city-related driving, access to safety-sensitive and expensive tools and machinery, access to confidential information, or access to financial accounts. Therefore, criminal records may exclude candidates with certain criminal convictions that are determined to be job related, as discussed below. This policy will help ensure that employment-related decisions utilizing pre-employment background checks are made in accordance with applicable law.
- (2) The City will perform pre-employment background checks on all candidates for employment once they have been offered the employment position. Review will be limited to information regarding only convictions that are determined to be job-related and consistent with business necessity, as discussed below. In addition, if an employee changes positions within the City, an additional criminal background check may be required.
- (3) The City requires that employees identify any arrests or criminal convictions and complete a self-disclosure form. The City will individually evaluate any arrest or criminal conviction disclosed by an employee prior to making a determination as to that employee's suitability for continued employment.
- (4) In addition to KRS Chapter 335B, the City complies with the federal Fair Credit Reporting Act (FCRA), federal and state equal employment opportunity laws and all other applicable legal authority that affects the performing of pre-employment background checks.
- (5) The results of a pre-employment background check are confidential and are only to be shared with employees of the City on a strict "need to know" basis.
- (6) Under no circumstances, is having a criminal history or conviction an automatic exclusion to a candidate's eligibility for employment.
- (7) All candidates are required to sign appropriate authorizations and consents prior to performing any pre-employment background checks.
- (8) Background checks are conducted in accordance with all applicable federal, state, and local laws, including any state-law limitations regarding criminal history information that may be obtained and/or used by the City for employment purposes.

- (9) This policy does not override City policy that candidates providing false or misleading information on their application, during an interview, or at any time during the hiring process, may be eliminated from any further consideration. Candidates are expected to provide accurate and complete information and not to omit material information needed to make a decision.
- (10) Pre-employment background checks should normally be completed after a conditional offer of employment to the candidate. Therefore, all job offers should be conditioned upon satisfactory completion of the pre-employment background checks.
- (11) Prior to taking any adverse action, appropriate pre-adverse and adverse action notices will be sent to the candidate pursuant to federal and any state FCRA laws together with a copy of the report.
- (12) All candidates shall be individually reviewed by the City Administrator and appropriate supervisor. Decisions will be made with respect to employment based on the totality of the candidate's qualifications and the relevant results of the pre-employment background check.
- (13) In general, the relevance of a particular pre-employment background check to a candidate's eligibility for employment, or employee's eligibility for continued employment, is based upon the following factors:
 - a. The nature and gravity of the offense for which the applicant or employee was convicted;
 - b. The time that has passed since the conviction and/or completion of the sentence; and
 - c. The nature of the job held or sought.
- (14) The City will only consider final adjudications of guilt (i.e., convictions and guilty pleas) for the potentially disqualifying offenses listed below, or other offenses determined to be job-related. Convictions that have been expunged, discharged, or otherwise vacated will not be considered. Various states use different terminology regarding convictions. Therefore, if it is unclear whether a certain offense resulted in a conviction, the City Attorney should be consulted.
- (15) Having a criminal history or conviction does not automatically preclude a candidate's eligibility for employment. To assist supervisors and City Administrator in reviewing criminal records, below is a list of convictions that MAY disqualify an applicant or employee from employment with the City:
 - a. Crimes Involving Violence, Theft, or Drug Distribution/Trafficking: Certain crimes involving violence, theft, or drug distribution/trafficking have been determined to be job-related to all positions within the City. Disqualification of applicants, or dismissal of employees, with certain convictions, outlined below, is consistent with federal and state requirements, and the positions for which the City is hiring as explained in more detail below.
 - i Violent Crimes: The City has determined that felony convictions within the past seven (7) years for crimes involving violence MAY disqualify an applicant or employee because of workplace violence

concerns, our desire to provide a safe workplace for employees and customers, and because many of the City employees have significant interaction with customers and/or co-workers on a day-to-day basis.

- ii Theft or Property Related Crimes: The City has determined that felony convictions within the past seven (7) years for crimes involving theft, dishonesty, breach of trust, or destruction of property MAY disqualify an applicant or employee due to access to equipment and tools, inventory, proprietary information, and/or financial or confidential information.
 - iii Drug Distribution/Trafficking Crimes: The City has determined that felony convictions within the past seven (7) years for crimes involving drug distribution or trafficking may disqualify an applicant or employee due to the fact that these convictions also indicate a general disregard for federal, state, or local law and may demonstrate that the applicant or employee will not be able to follow directions from his/her supervisor or manager.
 - iv The City does not generally disqualify applicants or dismiss employees for drug possession or use convictions. This does not affect the application of its drug and alcohol policy.
- b. Computer Crimes: Due to access to City confidential and proprietary information, customer information, financial information, and/or computer systems, the City has determined that felony convictions within the past seven (7) years for computer-related offenses are job-related for Management and Office Positions. Applicants or employees in these job categories who have been convicted of such computer crimes present an unacceptable risk to the City and MAY therefore be disqualified, absent mitigating circumstances.
 - c. Driving Crimes: Potential applicants for jobs in which the job duties include significant amounts of unsupervised, City-related driving. Due to the nature of this job duty, and to reduce potential liability for the City, the City must review applicant and employee driving records. The City will comply with all federal, state, and local requirements regarding motor vehicle record checks, including, but not limited to, obtaining consent from the applicant or employee prior to requesting the record and complying with federal and/or state FCRA requirements. Felony convictions within the past seven (7) years for vehicle-related offenses, including, but not limited to DUI and DWI, have been determined to be job-related and present an unacceptable risk to the City. Therefore, applicants and employees for positions that involve business-related driving who have been convicted of such offenses MAY be disqualified, absent mitigating circumstances.
 - d. Individualized Assessment: Before any applicant or employee is disqualified based on his/her criminal history, the applicant or employee will be given an opportunity to provide individual information regarding the circumstances of that applicant or employee's criminal history. The City Clerk will request that the employee submit a written, signed statement regarding his or her criminal

history. The City Administrator and the supervisor will consider any and all information provided by each applicant or employee to determine whether the information provided sufficiently mitigates the circumstances of the disqualifying conviction pursuant to KRS Chapter 335B.

- (16) Credit checks are generally not part of the background check process and are not used to make hiring decisions. In certain positions, such as treasury functions and accounts payable/receivable, a credit check may be performed due to the nature of the responsibilities for such jobs, including access to City accounts and cash and the ability to be bonded. Each applicant or employee's credit history will be reviewed, in the context of all other available information regarding the applicant or employee, to determine whether the applicant or employee's credit history poses an unacceptable risk to the City. Such applicants or employees will be provided with an opportunity to explain their credit history prior to final determination.

Medical Examinations

- (1) In reviewing applicants' qualifications for certain positions and ensuring that currently employed workers are fit and capable of performing the essential functions of their positions, the City of Marion requires individuals to undergo physical examinations, which can include drug tests.
- (2) The general purpose of these examinations is to determine whether the individuals being tested are physically able to perform the essential functions of the job in question without creating a significant threat to the safety or wellbeing of themselves, other employees, or members of the public. All of these examinations and tests are conducted on a nondiscriminatory basis and in conformance with the requirements of the Americans with Disabilities Act and other federal, state, and local laws guaranteeing fair treatment and equal employment opportunity to individuals with disabilities and members of other protected groups.
- (3) Applicants for certain positions are required to undergo a post-offer physical examination that evaluates their fitness and ability to perform the essential functions of the positions for which they are being considered. All conditional offers of employment extended to candidates who are asked to undergo a physical examination are contingent on satisfactory completion of this requirement within the scheduled time period.
- (4) In certain situations, the City of Marion can require currently employed workers to undergo a physical examination that evaluates their fitness and ability to perform the essential functions of their position.
- (5) Firefighters, EMTs, paramedics, public works employees, and police officers may elect to receive a series of three Hepatitis Vaccine Inoculations. The initial inoculation will be included in applicants' pre-employment physical if they desire. The pre-employment consent form advises applicants of the availability of this optional screening.

Employee Bonding

All applicants seeking city employment that involves the handling of city funds, or access to city financial accounts, shall be bondable and may be subject to a post-offer credit check. All employees involved in the handling of city funds or financial accounts shall be bonded at the expense of the city.

New Employee Orientation

- (1) An orientation shall be made available to all new employees as soon as possible after their first day of employment.
- (2) The orientation shall consist of the following elements;
 - a. Explanation of the purpose and goals of the City;
 - b. Overview of the City's history, structure and operations;
 - c. Overview of management policies and procedures; and
 - d. Other elements deemed appropriate.
- (3) A copy of the Employee Handbook shall be made available to all employees. A Certificate of Receipt of the original Employee Handbook and any revisions thereof shall be required of all employees subject to these policies. The signed statement shall be maintained in the employee's personnel file and retained pursuant to the Kentucky Department of Libraries and Archives Record Retention Schedule.
- (4) New hires will be introduced to all City department heads during their first day of orientation, as well as the City Administrator.
- (5) All new hires will be given a benefits package if they qualify. The City Administrator will cover, with the employee, the benefits package and give the employee a due date as to when the package must be turned in to qualify for the package. Failure to submit the package on the specified date may render the employee ineligible for some benefits.
- (6) The new employee's schedule and job description will be discussed. A job description will be signed and a copy given to the employee, and a signed copy placed in their personnel file.
- (7) The City Treasurer will ensure that all required state and federal forms are filled out prior to the employee starting any physical work and placed in their personnel file. All required information will then be filed as required with the federal, state, and local governments.

Introductory Period

- (1) New employees shall serve an introductory period of **3 months**, with the exception of uncertified police officers, for which the introductory period shall be 12 months.
- (2) While serving under the introductory period, any employee may be dismissed at any time without right of appeal, unless otherwise provided by law.

- (3) Full-time employees are also eligible to apply for health and life insurance plans after 90 days of employment.
- (4) Any employee who is serving an introductory period, upon approval of the City Administrator, can be reinstated without right of appeal to:
 - (a) The position from which he/she was promoted if it is still vacant;
 - (b) A position comparable to the one from which he/she was promoted, and if they meet the minimum qualifications of that position; or
 - (c) If no position is available, they may be terminated from city employment.
- (5) The introductory period may be extended for employees still under the introductory period, or a class of positions, if it is deemed that a longer period is needed to learn the work and evaluate the effectiveness of the work performed.
- (6) Performance of employees will be evaluated at least every third month during the introductory period of employment by the supervisor.
- (7) Completion of the introductory period in no way alters the at-will status of the employee.

Job Descriptions

- (1) The City considers the job description prepared and maintained for every position as one of the most important documents in ensuring effective hiring practices and providing equal employment opportunity to all qualified individuals. The following procedures are designed to ensure the accuracy, completeness, timeliness, and fairness of the job descriptions.
- (2) Annually the City Administrator, with the assistance of the supervisors, will review the City's job descriptions to ensure that they are accurate, complete, and up to date.
- (3) Whenever possible, the supervisor should seek the input of the employee in reviewing the description's accuracy and completeness.
- (4) The job descriptions should contain information that accurately reflects each position's essential functions, duties, responsibilities, purpose, working conditions, and reporting relationships as well as the knowledge, skills, and abilities required of employees.

Performance Evaluations

- (1) All employees occupying established positions shall be evaluated each year, on an evaluation form approved by the City Administrator, except that employees shall be evaluated at least every third month during introductory or probationary periods.

- (2) The immediate supervisor, who shall review the evaluation with the employee being evaluated, shall conduct evaluations; any employee who disagrees with the evaluation may complete a written rebuttal within ten working days after the review, which shall be attached to the evaluation form.
- (3) The evaluation shall be based on job-related factors, as set out in the job description, and shall be used to inform employees of how well they are performing their assigned work and how they can improve performance. In addition, the evaluation may be used in determining the order of layoff, as a basis for training, promotion, demotion, transfer, or dismissal, and for other purposes as set forth in these policies and procedures.
- (4) The performance evaluation is intended to facilitate meaningful communication between an employee and his or her supervisor regarding the employee's work assignments, the supervisor's performance expectations, individual and departmental goals, and the employee/supervisor relationship. It is also intended to improve the employee's effectiveness and competency by identifying both strengths and possible areas for improvement. **It should not be construed as creating a contract or as guaranteeing employment for any specific duration.**
- (5) A copy of the evaluation shall be placed in the employee's personnel file and shall be maintained in accordance with the Department of Libraries and Archives record retention schedule.

Personnel Records

- (1) A personnel file shall be maintained for each City employee by the City Administrator. All changes in the status of employees shall be recorded in these files, which shall be retained and maintained in accordance with applicable state and federal laws.
- (2) The file shall show:
 - a. Employee's name, permanent address; and phone number;
 - b. Position title;
 - c. Completed application form;
 - d. Hiring date;
 - e. Departmental assignment;
 - f. Salary;
 - g. All changes in status as a City employee;
 - h. Whatever additional information these ordinances, other governing laws, or the City requires.
- (3) Information regarding the medical condition or history of an employee or application for employment shall be collected and maintained on separate forms and in separate confidential medical files subject to disclosure only as permitted by law.
- (4) All form I-9s shall also be kept in a separate file in alphabetical order.

Change in Personal Information

- (1) It is the responsibility of each employee to promptly notify the City Administrator of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment, and other such status reports should be accurate and current at all times.
- (2) In order for necessary changes to be made without penalty, changes of marital status and dependents must be made within thirty (30) days of the qualifying event.

Access to Personnel Files

- (1) The City Administrator maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, documentation of performance appraisals and salary increases, and other employment records.
- (2) Personnel files are the property of the City. Access to an employee personnel file is strictly controlled and given only to authorized individuals, who have a legitimate reason to review information in a file.
- (3) Employees who wish to review their own file should contact the City Administrator.
- (4) With reasonable advance notice, employees may review their own personnel files in the presence of the City Administrator.

Job References

- (1) All requests for job references and inquiries regarding an individual's employment with the City shall be forwarded to the City Administrator for appropriate response. The City Administrator will consult with the appropriate immediate supervisor and may permit the employee receiving the request to respond, but the City Attorney shall review any response before it is finalized. This Section shall not prohibit an employee from being listed as a reference for an individual.
- (2) The City's policy on job references is to provide bare minimum information – position, salary, beginning and ending date.

Record Retention

The City shall maintain all city records pursuant to the Kentucky Department of Libraries and Archives Record Retention Schedule.

Social Security Numbers and Privacy Protection

- (1) The City will take measures reasonably necessary to ensure the confidentiality of its employees' social security numbers collected in the ordinary course of the City's business. Neither the City nor any of its employees will unlawfully disclose the social security numbers obtained during the ordinary course of business.
- (2) The City may use a social security number to perform an administrative duty related to employment. For example, to verify the identity of an individual, detect or prevent identity theft, investigate a credit, criminal, or driving history, enforce legal rights or obligations, or administer insurance or benefits programs.
- (3) The City will retain an employee's social security number for the duration of the employee's employment and as set out in the Department of Libraries and Archives record retention schedule following the employee's termination, or a longer period if required by law. The City will physically destroy documents that contain social security numbers by shredding or other secure fashion. Social security numbers stored in a computer database which need to be removed will be deleted from all programs and processes pursuant to techniques and standards commonly used for such purposes.
- (4) Any employee of the City who knowingly violates the provisions of this policy or the federal Privacy Act will be subject to the City's progressive disciplinary policy as set out below.

Disciplinary Practices / Procedures

- (1) The City seeks to encourage employees to change problem behavior rather than focusing on punitive measures as a solution. In some instances, these efforts may fail or may be an unsuitable response to an offense. In these instances, City supervisors may use the following disciplinary procedures, depending on the severity or frequency of the offense or problem behavior. Supervisors may use any of these disciplinary methods at any time, and this list does not require a progressive disciplinary methodology to be used by supervisors.
 - (a) Verbal warning or reprimand/coaching or counseling by a supervisor;
 - (b) Written reprimand/counseling by a supervisor;
 - (c) Suspension with or without pay;
 - (d) Demotion and/or reduction in pay; or
 - (e) Termination of employment.

- (2) The supervisor shall notify City Administrator to initiate use of the disciplinary procedures in (c), (d), or (e) in Section 1 of this policy. The City Administrator shall be responsible for informing and involving the legal staff.
- (3) Supervisors using the disciplinary procedures outlined in Section 1 of this policy shall:
 - (a) Document any disciplinary session or conference conducted for the purposes of correcting behaviors that are in violation of the policies contained in this Handbook or are conducted with the intent to correct reoccurring issues related to employee performance; and
 - (b) Provide a copy of any written documentation related to the use of disciplinary procedures to the City Administrator for placement in the employee's personnel file.

Suspension

- (1) After either a serious violation or repeated minor violations, the department supervisor shall:
 - (a) Suspend the employee with pay until the City Administrator reviews the violation, provided the City Administrator has delegated by Executive Order in accordance with KRS 83A; and/or
 - (b) Request in writing that the City Administrator suspend the employee with or without pay. The request shall include the reason(s) for the suspension, along with details of previous disciplinary action regarding the employee.
- (3) The City Administrator may suspend an employee with or without pay for any period up to and including four calendar weeks, depending upon the severity of the offense; however, a maximum time limit shall not apply when an employee is suspended with or without pay due to an investigation of an alleged offense.
- (3) The suspended employee shall be notified of the suspension in writing within five working days after the time of suspension. The notice shall include the reason(s) for and duration of the suspension (if known.)
- (4) Employees suspended without pay for a period of one calendar month or more shall forfeit fringe benefits, including accrual of sick and vacation leave, and the city's contribution to any insurance benefits during the suspension.
- (5) If after an investigation, the City Administrator finds that the suspension was not warranted, the employee shall be reinstated to his or her position with back pay and benefits.

Termination of Employment

- (1) The City Administrator has the authority to appoint and remove all city employees, except as otherwise provided by statute, ordinance, or contract. Statutes that provide otherwise in regard to the termination of employment include:
- (2) **KRS 15.520, which states** that the employment of any member of the police or fire department, who has completed the introductory period, may not be terminated for any reason other than inefficiency, misconduct, insubordination or a violation of law or the rules adopted by the City; and only after charges are preferred and a hearing conducted by the City in the manner **prescribed by KRS 15.520.**
- (3) As provided by KRS 83A.080, all nonelected officers shall be removed by the City Mayor only after being given written reason(s) for the dismissal.
- (4) Employees also have the right to terminate their employment at any time and for any reason. The City asks that you provide a written notice at least two weeks prior to your intent to leave in order to assist the City in the smooth transition of your job duties.
- (5) In the event of the termination of your employment for any reason, you must return all property of the City, including uniforms, keys, credit cards, mobile phones, computer software and hardware, proprietary and confidential materials, reports, and any other City property that may be in your possession. This property must be returned prior to the last day of your employment.
- (6) Where permitted by applicable laws, the City may withhold from the employee's check or final paycheck the cost of any items that are not returned when required to recover or protect its property.

Layoffs (Reduction in Force)

- (1) The City Administrator may lay off an employee or employees because of lack of work or funds. The order of layoff shall be determined by the needs of the City.
- (2) Consideration shall be given to both the seniority and merit of persons being considered for layoff.
- (3) Temporary, seasonal and employees on an introductory period shall be laid off before full-time employees within class(es) affected by layoff.

- (4) The City Administrator shall notify the employee(s) of the layoff in writing as soon as possible prior to the layoff. The notice shall explain the reason(s) for and duration of the layoff (if known), and a copy of the notice shall be placed in the employee's personnel folder.
- (5) An employee who has given satisfactory service and is laid off shall be eligible for reemployment in other positions; provided that he/she meets the qualifications for the position and that the position is vacant.

Exit Interview

All employees are asked to complete an exit interview with the City Administrator or designee upon termination of employment. This will enable the City to obtain information regarding why the employee has resigned. This will also allow the City an opportunity to cover information for the employee on insurance, retirement, any other benefits, and return of city property, in addition to obtaining a forwarding address (if necessary), and any other required information.

Reinstatement

- (1) The City Administrator may reemploy any former employee who has been laid off because of lack of work and/or funds within 6 months of the date of resignation or lay-off.
- (2) The employment date of an employee who resigns or is laid off and is reinstated, shall be the latest date of employment, for purposes of calculating benefits.

Section 3 – General Employment Policies and Rules

Open Door Policy – Complaint Procedure

- (1) At the City of Marion, we encourage all employees/volunteers to meet with their immediate supervisors to discuss any employment issues or concerns that they may have. If the complaint is against a supervisor, or if the employee/volunteer feels more comfortable, they may discuss the issue with another supervisor, the Mayor, or a member of the City Council.
- (2) The City is committed to maintaining this open-door policy, where honest discussion of employee/volunteer concerns can take place in a safe and supportive environment.

- (3) Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, if a situation persists that you believe is detrimental to you or to the city, you should bring your concern to the attention of a supervisor, the Mayor, or City Council member.

Sexual and Nonsexual Harassment

- (1) Sexual and nonsexual harassment of any kind is absolutely prohibited and will not be tolerated. Sexual and nonsexual harassment negatively affects morale, motivation, and job performance. It is inappropriate, offensive, and illegal.
- (2) Sexual harassment on the job is employment discrimination within the meaning of Title VII of the federal Civil Rights Act of 1964 and KRS Chapter 344. In general, sexual harassment means any unwelcome or offensive sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, either by a supervisor, fellow employee, or a person other than an employee who has contact with the City employees. Sexual harassment is unacceptable and is prohibited at work and in work-related settings, such as business trips, business-related meetings, conferences, and employee-related social events. Behavior that constitutes sexual harassment includes, but is not limited to:
 - (a) Deliberate, repeated, or unsolicited verbal comments, gestures, or physical actions of a sexual nature toward another employee.
 - (b) Approval, recommendation of, or refusal to take any personnel action with respect to an employee or applicant because of:
 1. the employee's or applicant's rejection of sexual advances, demands, favors, or sexual activity; or
 2. the employee's or applicant's report of a sexual advance or demand for sexual activity.
 - (c) Explicit or implicit promises of preferential treatment with regard to an individual's employment status in return for sexual favors or sexual activity.
 - (d) Exercise or attempted exercise of the power or authority of one's position to control, influence, or affect the career, salary, job, or other employment conditions of an employee or applicant in exchange for sexual favors.
 - (e) Repeated sexual jokes, flirtations, advances, or propositions.
 - (f) Graphic verbal commentary about an individual's body, sexual prowess, or sexual deficiencies.
 - (g) Leering, whistling, touching, pinching, assault, coerced sexual acts or suggestive, insulting, or obscene comments or gestures.

- (h) The display in the workplace of sexually suggestive objects, pictures or reading material.
- (3) Any conduct that is intimidating or hostile and interferes with an employee's work performance is prohibited and will not be tolerated. This includes harassment because of an individual's race, religion, color, national origin, sex, sexual orientation, age, disability, veteran or family status, or because the employee is a smoker or nonsmoker.
- (4) Any employee who believes he or she has been subjected to sexual or nonsexual harassment should report the incident promptly to one of the following: his or her immediate supervisor, department director, the City Clerk, the City Attorney, the City Administrator, or any other supervisor with whom the employee feels comfortable discussing the matter. Employees are encouraged to make prompt reports of the incident to ensure timely response and for remedial measures to be implemented, if necessary. However, all reports of sexual and nonsexual harassment shall be reviewed and investigated regardless of when the alleged misconduct occurred.
- (a) All reports of sexual or nonsexual harassment shall be reduced to writing by the reporting employee or by the person receiving the report. Employees may use HR Form 15 for this purpose. The report shall be signed by the complaining employee. All reports will be kept confidential to the extent feasible and appropriate under the circumstances. The City Clerk shall inform the City Administrator of the receipt of the complaint and the substantive contents of the complaint without disclosing the names of the parties involved.
 - (b) All reports of sexual and nonsexual harassment will be investigated promptly following the receipt of an incident report. The report will be investigated by one or more members of the management staff designated by the City Administrator. The results of the investigation will be communicated to the complainant and to the alleged offender. Any employee found to have engaged in misconduct constituting sexual or nonsexual harassment will be disciplined, up to and including dismissal. In addition, the City may take other steps in order to correct and prevent future incidents from occurring.
 - (c) If the investigation results in a finding that any form of harassment has occurred in the City workplace, the City Administrator shall provide the Mayor with a copy of the written report and/or an update of the action taken by management as a result of the finding. The Mayor may recommend additional action. If the investigation results in a finding that harassment did not occur, the City Administrator shall communicate the findings to the Mayor and provide any additional information requested by the Mayor.
 - (d) As provided under the Whistleblower Protection Policy in Section 4 of this Handbook, an employee making a report under this policy will not be discriminated against or be subject to retaliation in any way for having made the report. If an employee suffers any discrimination or retaliation for making a report, the employee should immediately alert a member of management. Any person found to have discriminated or retaliated against an employee who makes a report shall be subject to disciplinary action, up to and including dismissal.

- (e) Any complaint involving an elected city officer shall be submitted to the Ethics Board pursuant to the Reporting Code of Ethics Violations and Penalties in Section 4 of this Handbook. The Ethics Board shall determine the course of the investigation and the proper method to address the complaint.
- (5) The City recognizes that the question of whether a particular course of conduct constitutes sexual or nonsexual harassment requires factual determination. The City recognizes also that false accusations of sexual or nonsexual harassment can have serious effects on innocent parties. If an investigation results in a finding that a person who has accused another of sexual or nonsexual harassment has maliciously or recklessly made a false accusation, the accuser will be subject to appropriate sanctions, including discharge.
- (6) Nothing in this policy should be construed as eliminating any employee's rights under Title VII of the Civil Rights Act of 1964, as amended, or under KRS Chapter 344.

Workplace Violence

- (1) The safety and security of all employees is of primary importance to the City. Threats, abusive behavior, or acts of violence against employees, citizens, or other individuals by anyone on City property or off City property while performing job duties related to the City will not be tolerated. Actions of this nature will lead to referral to appropriate law enforcement agencies for arrest and prosecution. City employees who exhibit this type of behavior will be disciplined or discharged. The City may take any necessary legal action to protect its employees.
- (2) Any person who makes threats, exhibits threatening behavior, or engages in violent acts on City premises shall be removed from the premises as quickly as safety permits and shall remain off City premises pending the outcome of an investigation. Any employee who makes threats, exhibits threatening behavior, or engages in violent acts while in performance of his or her employment duties shall be immediately suspended, pending the outcome of an investigation of the incident. Following investigation, the City will initiate an immediate and appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person or persons involved.
- (3) All employees are responsible for notifying City management personnel of any threats that they witness or receive or that they are told another person witnessed or received. Even without a specific threat, all employees should report any behavior they have witnessed, that they regard potentially threatening or violent or which could endanger the health or safety of an employee when the behavior has been carried out on a City controlled site or is connected to City employment or City business. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threatening behavior and the person or persons being threatened. The City understands the sensitivity of the information requested and will respect the privacy of the reporting employee to the extent allowed by law. The City will endeavor to maintain the anonymity of a reporting party to the extent feasible for cooperation with appropriate law enforcement officials.

- (4) The City prohibits the carrying of concealed deadly weapons by any employee, licensed or not, in any portion of a building or vehicle owned, leased, or controlled by the City. Employees violating this policy shall be subject to disciplinary measures up to and including discharge. Nothing in this Section shall preclude a sworn police officer and other law enforcement officers authorized to carry concealed weapons pursuant KRS 527.020 from carrying a concealed deadly weapon on City property.

Workplace Safety

- (1) The City's first priority is to maintain a safe working environment for its employees and the public. For the employees' protection, job-related injuries, accidents, or illnesses must be reported immediately in accordance with this City safety and accident policy.
- (2) Each department will consider the need to adopt safety practices, policies, or procedures warranted by the hazards department employees encounter. Department supervisors are encouraged to involve employees in this process.
- (3) A copy of such practices, policies, or procedures will be delivered and explained in detail. Each department employee shall then sign a receipt, which will be placed in the individual employee's personnel file, stating that they have read and understood these rules. Department supervisors shall also explain to their employees that a violation of these safety rules could lead to disciplinary action up to and including termination of employment.
- (4) Every employee must be safety-conscious and responsible for helping the City achieve the goal of providing a safe workplace.
- (5) Employees shall report any unsafe or hazardous condition to their supervisor immediately.
- (6) Supervisors shall report any unsafe or hazardous condition that has been reported to them or that the supervisor is aware of immediately to the City Administrator.
- (7) Any employee or supervisor who does not report unsafe or hazardous conditions is subject to disciplinary action.
- (8) Employees are expected to use common sense and good judgment in their work habits and to follow safe work practices. Department supervisors shall ensure that safe work practices are utilized. Examples of safe work practices are as follows:
 - a. Using the proper safety equipment when performing a work assignment.
 - b. When working extended hours see Hours of Operation policy within this Section.
 - c. Not operating equipment or machinery while using prescribed medication without a doctor's written approval.
 - d. Under no circumstances should an employee operate any type of machinery or equipment while under the influence of drugs or alcohol.
 - e. Operating only equipment or machinery for which training or orientation has been received.
 - f. Warning co-workers of unsafe conditions or practices.
 - g. Following all safety and operating rules posted on equipment and machinery.
 - h. Refraining from horseplay at all times.

- i. Wearing safety belts when operating City-owned vehicles or private vehicles when on City business.
 - j. Following OSHA rules and guidelines. All employees are responsible for maintaining current knowledge of periodic rule/regulation changes made by the issuing State and Federal safety agencies.
- (9) Periodic training will be arranged when appropriate in the judgment of the department supervisor. Employees will be required to participate in all required safety training programs offered by the City.

Reporting Work Related Accidents

- (1) Employees are required to immediately report any work-related accidents, illnesses, or injuries. The proper reporting of such matters is critical to ensure that an employee receives all benefits to which he/she is entitled under the Kentucky Workers' Compensation Act.
- (2) The proper reporting of work-related accidents, illnesses or injuries is an important aspect of the City's safety program.
- (3) The Employee must call the "Company Nurse" on the Injury Hotline at **855-339-1889**.
- (4) The department supervisor as well as the City Clerk shall also be notified of all accidents involving City employees and/or City equipment as soon as possible, but in no case later than the next workday.
- (5) Accidents involving City-owned vehicles or personal vehicles being operated for City business shall be reported to the Police Department for investigation.

Drug and Alcohol-Free Workplace

- (1) The City is committed to protecting the safety, health, and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment. The City encourages employees to voluntarily seek help with drug and alcohol problems.
- (2) Any individual who conducts business for the City, is applying for a position or is conducting business on the City's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to managers, supervisors, full-time employees, part-time employees, volunteers, and applicants.
- (3) Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the City. Therefore, this policy applies during all working hours and whenever conducting business for or representing the City.

- (4) It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs, or intoxicants. Further, pursuant to KRS 218B.040, the city exercises its right under the state to not permit or accommodate the use of medicinal cannabis. Therefore, an authorized cardholder is prohibited from utilizing medicinal cannabis while employed by the city. The appropriate use of legally prescribed drugs and nonprescription medications is not prohibited. However, any HSAL employee taking any legal substance which carries a warning label indicating that mental functioning, motor skills, or judgement may be adversely affected must report this information to a supervisor. Also, the employee is required to provide a written release form from their doctor or pharmacist indicating that the employee can perform their safety-sensitive functions.
- (5) Any employee who is convicted of a criminal drug violation in the workplace must notify the City in writing within five calendar days of the conviction. The City will take appropriate action within 30 days of notification.
- (6) To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.
- (7) All drug testing information will be maintained in separate confidential files.
- (8) Each employee, as a condition of employment, will be required to participate in pre-employment, random (for federally regulated employees and safety sensitive employees ONLY), post-accident, reasonable suspicion and return-to-duty testing upon selection or request of management.
 - a. Pre-employment
 - i. Breath alcohol and urine drug testing shall be required of all new hire applicants after their receipt of a conditional offer of employment. After receiving the conditional offer of employment, applicants will have 48 hours in which to submit to testing at a testing facility of the City's choosing. The City requires that every newly hired employee test free of controlled substances and have a breath alcohol concentration of not more than 0.02. Each offer of employment by the City shall be conditional upon the passing of controlled substance and alcohol tests. Refusal by any applicant for employment with the City to take the controlled substance test will result in the conditional offer of employment being withdrawn. All testing under this policy will be in accordance with Testing Protocols described in this policy.
 1. An applicant with a confirmed positive test for controlled substances and/or alcohol in a concentration of greater than 0.02, which is not legitimately explained to and accepted by a Medical Review Officer of the City's choosing, will not be considered for employment.

2. Any applicant who fails a controlled substance test may not be considered for future employment with the City.
 3. Any applicant who refuses to take a controlled substance test will be disqualified from future consideration for employment.
 4. Any applicant who tampers with, or attempts to tamper with, a urine specimen in any manner shall be disqualified from current and future consideration of employment with the City.
- ii. An applicant whose positive test is confirmed and upheld by the Medical Review Officer (MRO) may request that the same sample be retested at his/her own expense at a City-approved laboratory.
 - iii. Individuals undergoing pre-employment testing shall not begin official employment with the City until after all test results are received and shown to be negative. Upon receipt of the test result, positive or negative, the City Administrator or his/her authorized designee shall inform the appropriate department supervisor of the results.

b. Random Testing

- i. Employees in a High Safety Awareness Level (HSAL) position will be required to participate in a statistically valid, unannounced random selection process, which will subject them to mandatory drug testing. Positions in which an employee is required to have a Commercial Driver's license (CDL) must be tested at a rate of fifty percent (50%) for drugs annually to satisfy Department of Transportation (DOT) requirements. Additionally, employees required to have a CDL license must be tested for alcohol at a rate of 10% annually to satisfy DOT requirements. In the case of random testing for drug use, non-federally regulated HSAL positions will be tested for drugs at a rate of no more than twenty percent (20%). All employees in federally regulated HSAL positions shall be selected from a pool that is separate from the random selection pool for other non-federally regulated HSAL positions. All testing required under 49 CFR, Part 40 will be separate and apart from any other testing required under this policy. The City shall utilize a third party to conduct the random selection of HSAL employees, including employees with a CDL, to be tested. This random testing shall be unannounced and will take place throughout each calendar year. HSAL employees are selected by a third-party administrator using a statistically valid, random method of selection using specific employee codes. Because of the random nature of this testing process, HSAL employees may be selected for testing more than once or not at all. Once an employee is notified that he/she has been selected for testing, the employee must proceed immediately to the testing site of the City's choosing.

NOTE: Employees in non-HSAL positions will not be included in the random selection pool. However, non-HSAL employees will be subject to

testing upon reasonable suspicion of possible alcohol or drug use and may be subject to testing for other reasons listed in this policy. Procedures and protocols for reasonable suspicion, pre-hire, post-accident, and return-to-work testing as described in this policy will apply to these employees.

- c. Post-Accident
- i. Drug and alcohol testing will be conducted following an employee's involvement in an accident on or off the City's premises while on duty, or in the course of employment for the City, which requires off-site medical attention to be administered to a person. An accident not necessarily requiring that off-site medical attention be given to a person, but which results in property damage of five hundred dollars (\$500.00) or more, shall be deemed a "qualifying event" for requiring post-accident testing. Drug and alcohol testing will be required of the employee(s) who were actively involved in the "qualifying event."
 - ii. Qualifying Event Exception: Due to varying types of accident cause, all accidents categorized as a "qualifying event" may not require post-accident testing. Exceptions to the "qualifying event" for requiring post-accident drug and alcohol testing will include, but may not be limited to, the following types of accidents:
 1. Injuries whose onset is cumulative or gradual – such as carpal tunnel syndrome, progressive hearing loss, mental disorders, dermatitis, respiratory diseases, skin disorders, etc.
 2. Injuries where the employee can be completely discounted as the contributing factor (i.e. injuries caused by a third party or some other uncontrollable force or event, i.e. weather, insects, toxic plants, etc.)
 3. Injuries where the employee can be completely discounted as the major contributing factor or those injuries occurring during physical fitness or a training event, in which the employee did everything within reason to avoid the injury accident, i.e. was performing training as instructed.
 - iii. In each case, the City Administrator or his/her designee shall determine the necessity of drug and alcohol testing and shall communicate such testing with the involved employee and the employee's respective department head. The City Administrator or his/her authorized designee shall coordinate all required tests with the appropriate medical facilities.
 - iv. An employee involved in an accident while on an out-of-town assignment shall notify their department supervisor or the supervisor's designee as soon as possible but no later than two hours after the accident occurred. The department supervisor shall notify the City Administrator or his/her authorized designee to discuss possible drug/alcohol testing requirements.

- v. *Other Qualifying Event:* The department supervisor or his/her designee may request controlled substance/alcohol testing when an employee caused or cannot be completely discounted from causing a vehicular or any other type of accident in which a safety violation occurs and death, serious bodily injury or major property damage did result or could have resulted. The City Administrator or his/her designee, along with the employee's supervisor, will be responsible for determining whether a safety violation has occurred. In each case, the City Administrator or his/her designee shall determine the necessity of drug and alcohol testing and shall communicate such testing with the involved employee and the employee's department head. If a **post-accident** controlled substance/alcohol test is required, a confirmed positive test may result in the employee's immediate termination.

d. Reasonable suspicion

- i. A reasonable suspicion test shall be based on a belief that an employee is using or has used drugs or alcohol in violation of this policy, obtained from specific objective facts and reasonable inferences drawn from those facts in light of experience, training or education. The reasonable suspicion testing shall be based upon:
 - 1. While at work, direct observation of drug or alcohol use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol;
 - 2. While at work, abnormal conduct, erratic behavior, or a significant deterioration in work performance;
 - 3. A report of drug or alcohol use provided by a reliable and credible source;
 - 4. Evidence that an individual has tampered with a drug or alcohol test during employment with the City;
 - 5. Information that an employee has caused, contributed to, or been involved in an accident while at work;
 - 6. Evidence that an employee has used, possessed, sold, solicited, or transferred illegal or illicit drugs or used alcohol while on the City's premises or while operating the City's vehicle, machinery or equipment.
- ii. The City Administrator or his/her authorized designee shall be notified immediately of any indication of reasonable suspicion. Both the observing department supervisor and the City Administrator or his/her representative (if available) will review the policies and procedures herein and if necessary make arrangements with a testing facility of the City's choosing to conduct reasonable suspicion drug and/or alcohol testing as soon as possible. If the City Administrator or his/her representative is not available, the observing supervisor shall obtain the assistance of another City supervisor or other credible and reliable source and together they shall complete the *Reasonable Suspicion Observation Form*, and forward it to the City Administrator or

his/her designee. If after completing the form it is determined by the City Administrator or his/her designee, that there is, in fact, reasonable suspicion that the employee is under the influence of drugs and/or alcohol, the observing supervisor or his/her designee will notify the employee and accompany him/her to the testing site.

- iii. When a reasonable suspicion test is ordered, the employee must submit to testing within 45 minutes of being notified that he/she will be tested. The observing supervisor and/or designee shall remain at the testing site with the employee being tested, until the collection process is completed. Any employee who is tested for reasonable suspicion shall be placed on leave with pay until the results of the test are known. After submitting to the drug/alcohol test, the employee may not return to work until the results of the test are known and only then if the results are negative. Only the City Administrator or his/her authorized designee may order a reasonable suspicion test.

e. Return to Duty

- i. In all cases, it shall be at the discretion of the City as to whether to allow an employee who has violated any provision of this policy to continue in the City's employment. In view of the fact that the use of illicit drugs is illegal, a positive test for non-prescribed controlled substances will result in the immediate termination of the employee testing positive. In the event that an employee who has tested positive for alcohol without a valid medical reason for a positive test, as confirmed by a Medical Review officer of the City's choosing, is allowed to enter a controlled substance/alcohol abuse rehabilitation program, the employee may be allowed to return to work only under the following circumstances:
 - 1. The employee may resume regular duties only after the employee tests negative in an alcohol test administered by the City-approved laboratory and can provide a release to return to work from an appropriate substance abuse treatment facility or confirmation of continued and on-going participation in a City-recognized alcohol abuse assistance program.
 - 2. An employee must test negative within a reasonable period of time from receipt of the initial test results not to exceed 45 days. Any repeat occurrence of substance abuse or violation of any other aspect of the City's Drug Free Workplace Policy will result in immediate termination.
- ii. Prior to returning to work, the employee shall be required to meet with the City Administrator and supervisor to receive an explanation of the terms of continued employment; and to sign a written Treatment Plan/Return-to-Work Agreement, detailing the terms under which the employee will be allowed to return to work. Such agreement shall stipulate that the employee, at the City's request, may be required at any time to submit to interviews and/or evaluation by the professional staff at an appropriate chemical dependency treatment facility. The return-to-work agreement will also stipulate that the employee be required to submit to unannounced controlled substance and/or alcohol testing for up to 12 months after resuming duties.

- (9) The substances that will be tested for are: Amphetamines, Cannabinoids (THC), Cocaine, Opiates, Phencyclidine (PCP), Alcohol, Barbiturates, Benzodiazepines, Methaqualone, Methadone and Propoxyphene.
- (10) Testing for the presence of alcohol will be conducted by analysis of breath and blood. Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.
- (11) Any employee who tests positive will be immediately removed from duty and required to pass a Return-to-Duty test and sign a Return-to-Work Agreement.
- (12) An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.
- (13) One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.
- (14) If an employee violates the policy, he/she may be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.
- (15) Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment.
- (16) The City recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:
 - (a) Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
 - (b) Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- (17) Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

- (18) All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.
- (19) A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play. All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.
- (20) In addition, employees are encouraged to:
 - (a) Be concerned about working in a safe environment.
 - (b) Support fellow workers in seeking help.
 - (c) Report dangerous behavior to their supervisor.
- (21) It is the supervisor's responsibility to:
 - (a) Inform employees of the drug-free workplace policy.
 - (b) Observe employee performance.
 - (c) Investigate reports of dangerous practices.
 - (d) Document negative changes and problems in performance.
 - (e) Counsel employees as to expected performance improvement.
 - (f) Clearly state consequences of policy violations.
- (22) Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:
 - (a) All employees will receive a written copy of the policy upon hiring and upon any amendments to the policy.
 - (b) Every supervisor will receive training to help him/her recognize and manage employees with alcohol and other drug problems.

Fraternization

While the city encourages amicable relationships between employees, it recognizes that involvement in a romantic relationship may compromise or create a perception that compromises an employee's ability to perform his/her job. Any involvement of a romantic nature between employees of the same department is prohibited. Violation of this policy will lead to corrective action up to, and including, termination of the individuals involved.

Media Communications

- (1) MEDIA REQUESTS: The City Administrator serves as the chief media spokesperson for the City. All media requests shall be directed to the City Administrator, who is responsible for determining the City staff person most appropriate to make a response. Under certain circumstances, staff members may be directed to respond to the media request when matters touch upon their special areas of expertise. Any employee directly contacted or approached by the media for comments on issues related to the City shall contact the City Administrator prior to making a response.
- (2) NEWS RELEASES AND MEDIA ADVISORIES: To ensure quality and appropriate formatting, all City communications shall originate from the City Administrator. One to two weeks' notice to generate releases is standard. The City Administrator will work with City staff and members on releases pertaining to "breaking news" as needed.
- (3) PUBLICATIONS: To ensure quality and consistent branding, all City publications shall originate or be approved by the City Administrator. Ideally, to create a small publication or template, one week is typically enough notice for projects. For large publications, a predesign review of the project will occur with the staff requesting it and the City Administrator.
- (4) GENERAL MARKETING: The City Administrator will consult with all departments on overall promotion, marketing and communications strategy as needed to ensure that work is targeted, timely, and non-duplicative.

Hours of Operation and Work Schedules

- (1) Normal office hours are Monday through Friday, 8:00 a.m. until 4:00 p.m. Office hours may be modified due to evening meetings and other similar functions, or when weather or other circumstances require.
- (2) The work schedule of the individual employee will be established by the employee's department director or immediate supervisor in a manner that is consistent with the needs of the City. The work schedule may be modified on a temporary basis when necessitated by workload or other work-related factors. A supervisor that establishes a permanent work schedule for an employee that deviates significantly from the normal office hours shall provide notification and details regarding the modified work schedule to the City Administrator.
- (3) According to the Occupational Safety and Health (OSH) guidelines, where extended work shifts are "unavoidable," employers should "make efforts, whenever feasible," to give affected workers time for rest and recovery, including extra breaks for extended shifts of more than 8 hours. The City expects employees to work eight-hour shifts; however, in severe emergencies, such as snow or water main breaks, employees sometimes have to work in excess of 8-hour shifts. Because of safety concerns, no

operator shall work more than a 16-hour shift in any 24-hour period. Operators will take a fifteen-minute break every two hours with a half-hour meal break after four hours. Department supervisors should use good judgment in allowing employees to be off after an extended work shift due to emergency situations. If the department supervisor has a question on how to handle an extended work shift due to emergency situations, they should contact the commissioner(s) over their department.

Tardiness

All employees are expected to arrive at their designated workspace prior to the beginning time of their work shift. An employee that arrives after the appointed time is considered tardy. Employees tardy up to two times or less within a 30-day period will be counseled by their department supervisor. Employees tardy more than two times within a 30-day period will be subject to the disciplinary policy.

Meals and Rest Periods

- (1) For police department staff, please review the policies for meals and rest periods governed by the department's policies and procedures.
- (2) Unless other arrangements are made with the employee's immediate supervisor, all employees are expected to take an unpaid lunch period of 30 minutes up to an hour each workday which shall occur no sooner than three hours after the employee begins his or her work shift and no later than five hours after the employee begins his or her work shift.
- (3) Employees are encouraged to schedule their personal breaks as workflow allows. The total time taken for personal breaks should not exceed 15 minutes during each four hours worked. No reduction in compensation shall be made for time spent on personal breaks taken in conformance with this policy for either exempt or nonexempt employees.

Inclement Weather

- (1) Emergency closings will be authorized by the City Administrator. When changes in hours of operations are necessary due to emergency situations such as inclement weather or loss of utilities, the City Clerk or other appointed person will notify supervisors. Employees will be notified by their supervisors.
- (2) If the City system remains closed for an entire day because of an emergency situation, all employees scheduled to work that day will be paid for the number of hours they were scheduled to work including any applicable shift differential. If an emergency closing occurs during hours the City is open, employees will be paid for any remaining hours scheduled including any applicable shift differential.
- (3) If the City opens late due to an emergency situation, scheduled staff who report to work will receive credit for regular scheduled hours for that day including any applicable shift differential.

- (4) When the City is open, but extreme weather conditions make it impossible for an employee to arrive at the regular time, reasonable allowances for lateness will be made. If the employee cannot report for work within a reasonable time, he/she must charge the day to vacation or leave without pay equal to their regular work schedule for that day. The supervisor should be notified as soon as possible.
- (5) The City Clerk will notify the public and will post closing signs in the event the City opens late or closes early.

Standards of Performance and Conduct

- (1) Each employee is a representative of the City, both internally with coworkers and externally with citizens, contractors, business associates, affiliates, and others. As a representative of the City, each employee is expected to act professionally, honestly, ethically, courteously and with integrity in all business transactions and interpersonal interactions while at work or in any activity performed on behalf of the City.
- (2) The City expects all employees to conduct themselves in a professional, mature, and lawful manner. Employees must comply with established rules, regulations, policies, procedures, and directives. The failure to do so will ultimately result in disciplinary action. In an effort to avoid misunderstandings about the types of conduct that must be avoided, a non-exhaustive list of specific infractions is provided below purely for informational purposes as a general guide for employees:
 - (a) Unexcused tardiness;
 - (b) Unexcused and excessive absenteeism;
 - (c) Failure to perform an assigned task, to meet a deadline, or otherwise follow an instruction or directive;
 - (d) Insubordination or willful refusal to follow instructions, rules, regulations, policies, or to accept assignments;
 - (e) Misuse of leave time;
 - (f) Intentional or unintentional violations of the policies and procedures in this Handbook;
 - (g) Discourteous behavior toward the public or other employees;
 - (h) Theft or embezzlement of the City property or assets;
 - (i) Use, possession, sale or transfer of illegal drugs, or being under the influence of illegal drugs in any manner that may impair the employee's ability to perform assigned duties or that may adversely affect the City's business or reputation;
 - (j) Personal behavior, whether on or off-duty, which is of embarrassment to the City and likely to damage the public reputation of the organization, or which is injurious to the interests of fellow employees;

- (k) Falsification of records;
- (l) Invasion of another employee's privacy;
- (m) Assault or fighting;
- (n) Conviction of a serious criminal offense which jeopardizes or is injurious to the City's property and security, its public reputation, or the interests of other employees, or which is incompatible with the due and faithful discharge of duties and responsibilities;
- (o) Sexual or nonsexual harassment; or
- (p) Horseplay or pranks which threaten the safety and security of the workplace or are offensive to other employees.

Dress Code and Hygiene

- (1) For police staff, please review the department's policies and procedures for dress code and hygiene.
- (2) As representatives of the City during working hours, it is important for employees to present a professional impression to citizens, vendors, coworkers and others. Clothing should be neat, clean, in good taste, and should not constitute a safety hazard. Employees are expected to maintain the highest standards of personal cleanliness and professional appearance during work hours and when representing the City outside of normal working hours.
- (3) For all employees, professional appearance also means that the organization expects you to maintain good hygiene and grooming while working. Rings through the nose, eyebrow, tongue, or body parts (other than the ear lobe) visible to the public may not be worn while working. All tattoos must be small in size or covered at all times and may not be offensive in nature.
- (4) An employee may be granted an exception to this policy by his or her department director or the City Administrator for certain medical conditions **or religious reasons**.
- (5) An employee wearing inappropriate attire will be required to leave work to change into appropriate attire. An employee will not be compensated for the time he or she is away from work to change into appropriate attire, and must use vacation, personal, or comp time for the time spent away from work.
- (6) An employee with questions regarding this policy should direct his or her inquiries to the City Administrator.

Outside Employment for Employees other than Police Officers

- (1) Outside employment is defined as any paid employment performed by an employee in addition to employment with the city.
- (2) Any employee desiring to perform outside employment shall first obtain written approval from the department supervisor, subject to the approval of the City Administrator. Approval may be granted, provided that such employment does not:
 - a. Interfere with the performance of the employee's duties;
 - b. Involve a conflict of interest or conflict with the employee's duties;
 - c. Involve the performance of duties which the employee should perform as a part of employment with the city; or
 - d. Occur during the employee's regular or assigned working hours unless the employee is on annual leave, compensatory leave, or leave without pay.
- (3) The employee shall make arrangements with the outside employer to be relieved of duties in the event the employee is called for emergency service by the city.

Outside Employment for Police Officers

- (1) The purpose of this policy is to establish guidelines governing Extra Duty Details and Outside Employment by employees of this Department.
- (2) It is the policy of this Department to allow employees the opportunity to perform extra duty details within the scope of their job classifications and to allow them to engage in outside employment which does not conflict with their official duties.
- (3) Definitions:
 - a. **Extra Duty Details:** Performance of law enforcement duties not within regularly scheduled hours provided to any business, person, or enterprise which has made application and been approved for a permit to secure the services of the police agency. These services will be compensated according to a contractual arrangement established by the Department.
 - b. **Outside Employment:** Employment of a non-police nature in which vested police powers are not a condition for employment. The work provides no real or implied law enforcement service to the employer and is not performed during assigned hours of duty.
- (4) Performance of law enforcement duties not within regularly scheduled hours provided to any business, person, or enterprise which has made application and been approved for a permit, by the City, to secure the services of the police agency. These services will be compensated according to a contractual arrangement established by the Department.
- (5) The Department, will establish a process that will ensure compliance with all elements of this policy concerning Extra Duty Details. The request must be approved by the Police

Chief prior to members of this Department accepting a detail. The process is outlined in the Police Policy and Procedure.

- a. The following are limitations upon Extra Duty Details that would not be approved:
 1. Officers shall not be eligible while on sick leave or within eight hours of a sick leave.
 2. Officers who are under suspension, relieved of duty, or placed on administrative leave are not eligible for assignment.
 3. Officers who have not completed the FTO program are not eligible for assignment.
 - b. Permission will not be given for the following types of details:
 1. Establishments where alcohol is served.
 2. Private clubs requiring bouncers or related duties.
 3. Private security agencies or private investigation agencies Where it is determined that such employment may create a conflict of interest.
 4. Body guard or escort services for transporting merchandise. Where it is determined that such employment may create a conflict of interest.
 5. Adult entertainment establishments.
 6. Any use of Departmental personnel that is not in the best interest of the Department.
- (6) Approval to engage in any law enforcement-related outside employment will be submitted through the employee's chain of command and require final approval by the department supervisor and the Police Chief. Permission can be withdrawn at any time.
- (7) An officer who has obtained written approval for outside employment must re-submit application for re-approval on an annual basis.

Uniforms

- (1) The annual budget process shall determine the uniform policy of the city.
- (2) All employees who are authorized to wear uniforms provided by the city shall wear the uniforms during all working hours. Uniforms provided by the city shall be worn only to and from work, and while at work.
- (3) If the city provides "everyday apparel" in lieu of uniforms (i.e., blue jeans, civilian clothing for sworn police personnel, etc.), the actual allowance or cost of apparel shall be considered taxable benefits and credited with additional income for the amount of the expenses for tax purposes for each pay period.
- (4) Employees eligible for safety (steel-toed) shoes shall wear the shoes at all hours while at work. Safety (steel-toed) shoes shall not be considered taxable benefits.

Use of Office Telephone

The office telephone system is provided and paid for by the City to facilitate the conduct of its business. Extensive use of the telephone system for the personal business of employees interferes with the efficient and effective conduct of the City's business. While the City understands that employees must occasionally make and accept personal calls during work hours, personal calls should be kept to a minimum, both in terms of the number of personal calls per day and the duration of individual calls. In addition, if personal long-distance telephone calls are made on more than an occasional basis, an employee will be expected to reimburse the City for the cost of such calls. Excessive use of the office telephone system for personal calls during work hours may result in disciplinary action.

Mobile Telephone and Communications Devices

The City makes available mobile telephones and personal digital assistants (PDAs) to employees to facilitate the conduct of City business. Decisions regarding which employees are eligible to be issued these devices are made on the basis of the employee's job functions. Employees who have been issued and have accepted mobile telephones or PDAs from the City are subject to the following requirements:

- (a) If a device is lost, stolen, or is physically damaged beyond repair, the employee shall be responsible for paying a replacement cost. The replacement cost will be calculated as a pro rate amount based on the amount of time remaining during the two-year cycle until the device would be eligible for replacement. For example, if the device was lost six months after it was initially purchased, the employee would be responsible for paying 75% of the total cost of replacement. Employees are responsible for the purchase of additional equipment or other accessories that are not included with the original purchase of the phone or PDA and are responsible for the full replacement cost of such items.
- (b) Upon prior approval from the City Administrator, an employee may purchase his or her own telephone or PDA, which is not standard equipment issued by the City. The city shall evaluate the compatibility of the device with the security protocol of City's servers. Employees that are not eligible to be issued a City device shall not be permitted to connect to the City network.
- (c) Employees shall not submit nor shall any supervisor approve any mobile telephone or PDA expenses for reimbursement on an employee expense report.
- (d) Employees who incur additional charges for the purchase of ring tones, other "extras" or overages, or incur charges for the use of "411" directory assistance shall be responsible for those charges and will be invoiced for the amount.

Vehicle Use

- (1) For police staff, please review the department's policies and procedures for vehicle use.
- (2) The operation of vehicles is necessary in conducting much of the City's business. This policy establishes requirements governing the operation of City owned, leased, or rented vehicles and the operation of personal vehicles while conducting business on behalf of the City.
- (3) Employees operating City owned, leased, or rented vehicles and employees who are performing employment functions on behalf of the City in a privately-owned vehicle must meet the following requirements:
 - (a) The employee shall hold a valid driver's license;
 - (b) The employee shall not operate a City vehicle or use a privately-owned vehicle in conducting business on behalf of the City while the employee's license is under revocation or suspension; and
 - (c) Any employee who may operate a City vehicle shall be subject to an annual Division of Motor Vehicle records check.
- (4) When an employee is operating a City vehicle or is operating a privately-owned vehicle in the scope of their employment in conducting City business, the employee is required to adhere to the following requirements:
 - (a) The employee shall obey all city, county, state, and federal laws and regulations;
 - (b) The employee shall not leave the vehicle unattended without first stopping the motor, locking the ignition, removing the key, and locking the doors;
 - (c) The employee shall wear safety belts at all times;
 - (d) The employee shall have on his or her possession a valid driver's license at all times he or she is operating a City vehicle or is using a privately-owned vehicle in the performance of City business; and
 - (e) No employee shall operate a vehicle while normal vision is obstructed.
- (5) Any employee who receives a citation or towing charge while operating a City vehicle shall notify the City Clerk in writing within 48 hours of receipt of the citation or towing charge. In addition, an employee who operates a City motor vehicle is required to notify the City Clerk in writing within 48 hours of any motor vehicle violation conviction entered against the employee that involves driving while under the influence, or which has resulted, or may result, in the suspension or revocation of the employee's motor vehicle license.
- (6) If the operation of a City vehicle is a condition of employment, and an employee is unable to operate a motor vehicle due to the suspension or revocation of the employee's license, the employee must, at his/her own expense, arrange for and provide

transportation so the employee is able to continue to fulfill the employee's job requirements.

Assigned City Vehicles

- (1) When economically feasible and in the best interest of the City, employees may be assigned a City vehicle which they will keep and maintain for business and personal use during the time of assignment. A full-time employee with a position that requires business driving and who holds a valid driver's license and has a good driving record, as determined by the City Administrator may be eligible for the assignment of a City vehicle under any of the following conditions:
 - (a) The employee's position requires City travel of at least 100 miles per month and the assignment of a city car will provide economic benefit to the City as determined by a benefit/cost analysis submitted to the City Administrator.
 - (b) The employee's position requires the employee to be on-call and available to the City.
 - (c) The employee's position must be specified by the Marion City Council as a position to which assignment of a City vehicle is considered part of the employee's compensation package.

- (2) An employee assigned a City vehicle on a permanent basis is subject to the following requirements:
 - (a) In recording business mileage, the City and the employee assigned a City vehicle will comply with IRS definitions.
 1. Business-use mileage includes all mileage that is not defined as personal-use mileage. For example, mileage between an employee's residence and temporary work locations or between a temporary work location and residence or travel between work locations, either temporary locations or regular locations.
 2. The employee may use the City vehicle for personal use. Personal use includes travel from the employee's residence to the City's office or from the City's office to the employee's home, which is considered to be commuting miles and is reported as personal mileage.
 - (d) IRS Fringe Benefit Regulations: IRS regulations require tracking of business-use mileage and personal-use mileage of all City assigned vehicles. Accurate and timely reporting of business mileage and operating expenses is mandatory.
 1. For purposes of establishing a value for personal use, the City uses the annual lease value rule, based on the purchase price of the company vehicle as permitted under IRS regulations. The City may change the basis of valuation at any time. Employees shall be notified at least 15 calendar days in advance of the effective date of any such change.

- (e) Maintenance, Inspection, and Repairs: The employee is responsible for ensuring that routine maintenance on the vehicle, as specified in the owner's manual, and as the City may specify in writing, is performed at the intervals specified in such documents. Service other than routine maintenance must be performed at the service center as directed by City. Information on the service center can be obtained from the City Clerk.
 - (f) The City will arrange for license plates, registration certificates, and insurance cards. The City pays local property taxes. The employee should not receive a tax bill.
 - (g) An assigned vehicle shall be turned in no later than the last day of employment. A terminated employee shall not continue use of the car under any circumstances.
- (3) In operating an assigned City vehicle:
- (a) The employee shall not permit or give permission for any person besides another City employee to drive the City vehicle. Violation of this provision will subject the employee to disciplinary action.
 - (b) The employee shall follow the vehicle use policy as set forth in Section 5 of this Handbook.
 - (c) The employee shall report vehicle accidents in accordance with Section 5 of this Handbook.
- (4) Vehicles in the City's car fleet will be replaced at the City's discretion. In addition, the City may, at its discretion, revoke a vehicle assignment at any time or otherwise change the position or work requirements of the employee.

Vehicle Accident Reporting Requirements

- (1) An employee involved in a vehicle accident with a vehicle owned, leased, or rented by the City or involved in a vehicle accident in a privately-owned automobile while on City business shall follow these rules:
- (a) Summon medical care for injured individuals;
 - (b) Notify appropriate law enforcement authorities;
 - (c) Notify the employee's immediate supervisor;
 - (d) Do not admit responsibility or fault or offer settlements;
 - (e) Cooperate with law enforcement authorities and emergency medical personnel;
and
 - (f) Obtain the names and addresses of any witnesses and involved parties.

- (2) The employee's immediate supervisor shall be responsible for initiating any departmental investigation, ensuring the completion of all required City reports and recommending any follow-up preventative actions. In addition, the supervisor shall notify the City Clerk of any injuries sustained by a City employee in accordance with the Reporting Work Related Accidents policy in Section 3 of this Handbook.

Information Technology Acceptable Use Policy

- (1) The City's electronic resources are provided for the transaction of the official business of the City. This policy is intended to establish rules applicable to all City personnel in order to ensure that the City's electronic resources are appropriately utilized and protected.
- (2) All data that is stored on media owned by the City is the property of the City. To properly maintain and manage this data, the management may exercise at any time its right to inspect, record, and/or remove any or all information contained in computer databases, files, and email records, and to take appropriate action should unauthorized or improper usage be discovered. Such inspection, recording, or removing shall be done on the basis of organizational needs, which include, but are not limited to, a determination that reasonable cause exists for belief that these policies or other applicable directives are being violated.
- (3) All employees who use computer equipment and software in the performance of their duties shall take all reasonable and necessary precautions to prevent damage to the equipment and software. To ensure the integrity of the City's computer system and software, all employees are prohibited from connecting any hardware or loading any software onto the system, or any individual component of the system, unless the hardware or software has been specifically approved in advance by the City Administrator.
- (4) Access to the data stored on the City's computer systems shall be limited to City employees who require such access for the performance of their assigned duties.
- (5) No employee shall make copies of data or software programs owned by the City for his or her own personal use, or for any purpose not required by the employee's assigned duties. In the event that a software licensing agreement authorizes the reproduction of software and an employee desires to obtain a copy of the software for installation on a single home computer to assist the employee in the performance of assigned duties outside of regular office hours, the employee shall seek specific approval from the City Administrator before copying the software.
- (6) Employees should have no expectation of privacy associated with information they transmit through or store in electronic mail programs owned by the City. All messages and data processed electronically over the City-owned computers and communications systems are the property of the City.

- (7) In order to maintain the integrity and security of the City computer resources, employees are strictly prohibited from downloading any software, unless prior approval is granted by the employee's supervisor after consultation with the City Administrator. Excessive use of the internet for personal reasons during work hours may be grounds for disciplinary action.
- (8) Internet usage is intended for job-related activities; however, incidental and occasional brief personal use is permitted within reasonable limits.
- (9) All Internet data that is composed, transmitted, or received via the City's computer communications systems is considered to be part of the official records of the city and, as such, is subject to disclosure to law enforcement or Open Records requests. Consequently, employees should always ensure that the business information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.
- (10) The equipment, services, and technology provided to access the internet remain at all times the property of the city. As such, the city reserves the right to monitor internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.
- (11) The electronic mail and other information systems including facsimile machines of the city are not to be used in a way that may be disruptive, offensive to others, or harmful to morale.
- (12) There is to be no display or transmission of sexually explicit images, messages, or cartoons, or any transmission or use of e-mail communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, national origin, ethnicity, sex, sexual orientation, age, disability, or religious or political beliefs.

City Social Media

- (1) The City may utilize social media and social network sites to further communicate with citizens.
- (2) The intended purpose behind establishing the City's social media sites is to disseminate information from the City and to encourage discussion about city issues, operations and services by providing members of the public with the opportunity to participate in many ways by using the internet.
- (3) For purposes of this policy, "social media" is understood to be content created by individuals, using the internet. Examples of social media include Facebook, blogs, Instagram, RSS, YouTube, **X (Twitter)**, LinkedIn, and Flickr.

- (4) For purposes of this policy, “comments” include information, articles, pictures, videos or any other form of communicative content posted on the City’s social media site.
- (5) The establishment and use by any city department of city social media sites are subject to approval by the City Administrator or his/her designee.
- (6) City social media sites should clearly state they are maintained by the City and that they follow the City’s Social Media Policy. All social media sites shall clearly indicate that any content posted or submitted for posting is subject to public disclosure.
- (7) The site should adhere to all applicable state, federal, and local laws, regulations, and policies including City information technology and records management policies.
- (8) The designated coordinator of the social media site will monitor content on the social media site to ensure adherence to both the City’s Social Media Policy and the interest and goals of the City. The City reserves the right to restrict or remove any content that is deemed in violation of this Social Media Policy or any applicable law. Any content removed based on these guidelines must be retained by the designated coordinator for 7 days, including the time, date and identity of the poster, when available.
- (9) The City’s website is www.marionky.gov and will remain the City’s primary and predominant internet presence. All city social media sites shall clearly indicate they are maintained by the City and shall have the government’s contact information prominently displayed. Whenever possible, the city’s social media sites should link back to the City’s official website for forms, documents, online services and other information necessary to conduct business with the City.
- (10) All social networking coordinators shall be trained regarding the terms of the Social Media Policy, including their responsibilities to review content submitted for posting to ensure compliance with the policy. When possible, the City’s IT security policies shall apply to all social networking sites and articles.
- (11) Employees representing the City via the City’s social media sites must conduct themselves at all times as a representative of the City and in accordance with all City policies.
- (12) In regard to comments placed on the social media site, the following guidelines are in force:
 - a. As a public entity, the City must abide by certain standards to serve all its constituents in a civil and unbiased manner.
 - b. The City’s social media sites prohibit the posting of content and/or comments containing any of the following:

1. Comments not topically related to the particular site or blog article being commented upon;
 2. Profane language or content;
 3. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
 4. Sexual content or links to sexual content;
 5. Solicitations of commerce;
 6. Conduct or encouragement of illegal activity;
 7. Information that may tend to compromise the safety or security of the public; or
 8. Content that violates a legal ownership interest of any other party.
- c. The City reserves the right to deny access to City's social media sites for any individual who violates the City's Social Media Policy, at any time and without prior notice.
 - d. Departments within the City shall monitor their social media sites for comments requesting responses from the City and for comments in violation of this policy.
 - e. When a City employee responds to a comment in his/her capacity as a City employee, the employee's name and title shall be made available, and the employee shall not share personal information about him/herself, or other city employees.
 - f. All comments posted to any City Facebook site are bound by Facebook's Statement of Rights and Responsibilities, located at <https://www.facebook.com/legal/terms>, and the City reserves the right to report any violation of Facebook's Statement of Rights and Responsibilities to Facebook with the intent of Facebook taking appropriate and reasonable responsive action.

Employee Guidelines for Participating in Social Networking

The City understands that social networking and internet services have become a common form of communication in the workplace and among citizens. Employees that choose to participate in social networks as a city employee should adhere to the following guidelines:

- (1) City policies, rules, regulations and standards of conduct apply to employees that engage in social networking activities while conducting city business. Use of your City email address and communicating in your official capacity will constitute conducting city business.
- (2) City employees shall notify their supervisor and the IT department if they intend to create a social networking site or service to conduct city business.
- (3) Departments have the option of allowing employees to participate in existing social networking sites as part of their job duties. Department supervisors may allow or disallow employee participation in any social networking activities in their departments.
- (4) Protect your privacy and the privacy of citizens by following all privacy protection laws, i.e., HIPPA, and protect sensitive and confidential City information.
- (5) Follow all copyright laws, public records laws, retention laws, fair use, and financial disclosure laws and any other laws that might apply to the City or your department.
- (6) Do not cite vendors, suppliers, clients, citizens, co-workers, or other stakeholders without their approval.
- (7) Make it clear that you are speaking for yourself and not on behalf of the City. If you publish content on any website outside of the City and it has something to do with the work you do or subjects associated with the City, use a disclaimer such as: “The postings on this site are my own and don’t necessarily represent the City of Marion’s positions or opinions.”
- (8) Do not use ethnic slurs, profanity, personal insults, or engage in any conduct that would not be acceptable in the City’s workplace. Avoid comments or topics that may be considered objectionable or inflammatory.
- (9) If you identify yourself as a City employee, ensure your profile and related content is consistent with how you wish to present yourself to colleagues, citizens and stakeholders.
- (10) Frame any comments or opposing views in a positive manner. Add value to the City through your interaction by providing worthwhile information and perspective.

Cybersecurity

Keeping up cybersecurity is essential for protecting city data. Without the proper measures and every member of staff taking up responsibility in securing their devices, services, and networks, data could become compromised and cause serious damage to the city and its reputation. Our partners and residents trust us to keep their data safe, and this policy has been instituted to help

employees understand their responsibilities and what is expected of them to keep our promise to our residents and partners.

- (1) This policy applies to all employees, temporary workers, contractors, and agents acting on behalf of the city that use or have access to city devices, the city network, or any city data in digital form. IT will refer to any employees with designated titles and job duties for the field of Information Technology or third-party consultants or firms managing information technology on the City's behalf.
- (2) Employees will ensure:
 - a. They have identified important data that needs to be backed up
 - b. Ensure that data is stored in data locations currently included in the backup schedule or
 - c. Notify IT so that appropriate backup can be implemented and/or ensure that any data locations where data identified as critical to city functions is on a backup schedule
 - d. Ensure computers are available for their scheduled backup time.
- (3) IT will ensure:
 - a. Data backups for all identified computers and servers are run on a schedule in accordance with industry standards.
 - b. Data backups are tested at minimum twice a year.
 - c. Annual review of devices and data locations being backed up with City Employees.
- (4) All employees must take all reasonable precautions to protect confidential information they gather, store, manage, or otherwise come into contact with as part of their roles and responsibilities, or otherwise, in the organization. Employees shall not share any confidential information with any party outside of the organization, or any person within the organization who does not have access to the confidential information, without explicit permission from their immediate supervisor.
- (5) Confidential information includes, but is not limited to:
 - a. Lists of city residents (existing and former)
 - b. Unpublished computer code
 - c. Unpublished financial information
 - d. Any other unpublished city or partner data
 - e. Closed records until State or Federal law
- (6) All employees must take all reasonable precautions to ensure that personally identifiable information is collected, stored, used, and shared in accordance with all applicable data protection regulations and requirements and rules set out by the city.
- (7) Personally identifiable information of employees, partners, customers, or any other person must not be shared with any third parties without consent from the person who the data relates to, or a necessary reason to do so.
- (8) Personally identifiable information includes, but is not limited to:
 - a. Full names of individuals
 - b. Phone numbers of individuals
 - c. Email addresses of individuals
 - d. Postal addresses of individuals
 - e. Payment card details of individuals

- f. Health Information of city employees
 - g. Social Security Numbers or Bank account information of city employees and residents
- (9) All employees must take all reasonable steps to protect the physical and digital security of city devices, and any device that they access city data or the city network from.
- (10) All employees must:
- a. Ensure that all devices under their control are protected with a secure password or other form of authentication, such as fingerprint or facial recognition
 - b. Never leave devices under their control unattended in public places
 - c. Report any security issue relating to a device in their control to the city without undue delay
 - d. Never allow any person not associated with the city to use or access a device under their control
 - e. Never download any illegal or potentially malicious software
 - f. Hand back any devices to the city once they are no longer needed
- (11) IT will ensure:
- a. Set all devices under their control to automatically lock themselves after no more than ten minutes without activity have elapsed
 - b. Install all operating system, antivirus, and anti-malware updates and patches as soon as reasonably possible
 - c. Ensure every computer has a working End Point Detection and Response program installed and working that will
 - i. Alert for malware/ransomware
 - ii. Alert for network-based attacks
 - iii. Secure web browsing and block potentially dangerous websites
 - iv. Check and remediate known security vulnerabilities where applicable
 - d. Enforce OS disk encryption on all city owned devices where applicable
- (12) All employees must take all reasonable steps to maintain the integrity of the city network or networks, and ensure that no unauthorized party is able to gain access to the network or networks.
- (13) All employees must:
- a. Only access the city network from a device owned by the city or one that they have been given explicit permission to access the city network from by the city
 - b. Utilize a Virtual Private Network or any other software that have been provided to them by the city to help ensure the integrity of the city network when working remotely and accessing city resources
- (14) IT:
- a. Ensure that all devices that access the city network are up to date on operating system and antivirus software updates
 - b. Ensure network protection devices, such as firewalls, are up to date and properly configured
- (15) Email must be used responsibly within the city to ensure that the city network, services, or data do not become compromised due to insecure use. Employees must take all reasonable steps to ensure that they reduce the risk of downloading malicious software or giving up personal or confidential information or access to city systems due to insecure use of email.

- (16) All employees must:
- a. Only send and receive city information and correspondence from their official city-provided email address
 - b. Protect their city email address with a secure password and multi-factor authentication if available
 - c. Never send or forward any confidential or personal information to any third-party email address without the explicit permission of their immediate supervisor
 - d. Exercise caution and take reasonable precautions when receiving emails to reduce the risk of downloading a malicious attachment or clicking a link to a malicious website
 - e. Never open attachments in email from unknown sources
 - f. Never send passwords or other credentials over email
- (17) The internet must be used in a responsible manner and only as and when required for business purposes. Employees are responsible for ensuring that their use of the internet does not expose city devices, networks, or data to unauthorized access or damage from malicious software.
- (18) All employees must:
- a. Use an up-to-date, secure web browser when accessing the internet
 - b. Run an up-to-date antivirus software on their devices and ensure that they have installed the latest operating system updates and patches
 - c. Limit personal use of the internet on city devices and the city network to a reasonable minimum
 - d. Never access illegal or potentially malicious websites or content
 - e. Never access pornographic, offensive, or violent content
 - f. Report any potential security incident to the IT support team without any undue delay
- (19) If a breach is noticed by City Employees:
- a. The employee will notify IT immediately and their supervisor or City Administrator
 - b. Employees will document the security breach information and make this available to their supervisor, City Administrator, and or IT if requested
- (20) If a breach is detected or Reported to IT:
- a. IT will classify the event and advise on next steps which could include:
 - i. Anti-Virus/Ransom-ware Scan
 - ii. Device network isolation
 - iii. Password Change/MFA update
 - iv. Account review for security issues
 - b. IT will report the incident and any investigation findings to the City Administrator and or Employees Supervisor
 - c. IT will advise when the threat has been remediated and cleared.
 - d. Advise on possible changes to this policy and or guidelines for employees to limit the incident occurring again
 - e. Alert city of the need for law enforcement and or third-party cybersecurity company to assist in remediation and elimination of the threat
- (21) The IT team will verify compliance with this policy through any methods deemed appropriate, including but not limited to: business tool reports, internal and external audits, and feedback to the policy owner.

- (22) Any exceptions to this policy must be approved by the City Administrator in advance and have a written record.
- (23) Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Employee Privacy Expectations

- (1) Notwithstanding issues addressed specifically in other provisions of this Handbook, employees can expect a reasonable degree of privacy in the contents of their work areas, including desks, files, closets, computers, and similar locations. However, when an employee is absent or otherwise unavailable, the City may seek out, for a legitimate business purpose, material believed to be contained in those work areas.
- (2) Supervisors may examine work area contents or listen to employee communications of their subordinate employees for the purpose of ascertaining or evaluating the quality and/or quantity of an employee's work.
- (3) The contents of work areas may be subject to search where there is a reasonable cause to believe there is a violation of these policies or evidence of a violation of any local, state, or federal law. Searches of work areas for this reason may only be conducted with the consent and involvement of the City Administrator.

Smoke-Free Workplace

- (1) The City has a strict no-smoking policy in all city buildings to provide a safe and healthy environment for all employees and customers.
- (2) Smoking, including cigarettes and e-cigarettes, is not allowed:
 - a. In any City building
 - b. In any City vehicle
 - c. In any other place where prohibited by law or City Ordinance
- (3) Smoking areas outside and away from entrances to City buildings will be allowed.

Customer Relations

- (1) The City requires city employees to provide excellent customer service to the public and to their co-workers. The same quality service is provided to all customers regardless of age, race, nationality, socio-economic and educational background, physical condition, etc. The City's success and long-range plans are built on this commitment to provide excellent customer service by:
 - a. Revising policies to value and support customer service efforts;
 - b. Creating staff customer service training;

- c. Establishing plans for promoting customer communication; and
 - d. Developing ways of measuring customer satisfaction.
- (2) All other city policies should be interpreted in relation to the customer service principles outlined in Appendix B of this Handbook.

Open Records Policy

KRS 61.870 to KRS 61.884, the Open Records Act, establishes a right of access to public records. The General Assembly recognized that the free and open examination of public records is in the public interest. All public records, whether they are stored on a computer or on paper, must be open for inspection unless the records are exempted by one or more of the exemptions found in the Act. You may inspect any nonexempt public record regardless of your identity.

Section 4 – Employee Code of Ethics

(Pursuant to the City’s Ethics Ordinance, No. 40, found in Appendix A of this Handbook)

Conflicts of Interest in General

- (1) Every officer and employee of the City of Marion and agencies thereof shall comply with the following standards of conduct:
- a. No officer or employee, or any immediate family member of any officer or employee, shall have an interest in a business or engage in any business, transaction, or activity, which is in substantial conflict with the proper discharge of the officer’s or employee’s public duties.
 - b. No officer or employee shall intentionally use or attempt to use his or her official position with the City to secure unwarranted privileges or advantages for himself or herself or others.
 - c. No officer or employee shall intentionally take or refrain from taking any discretionary action, or agree to take or refrain from taking any discretionary action, or induce or attempt to induce any other officer or employee to take or refrain from taking any discretionary action, on any matter before the City in order to obtain financial benefit for any of the following:
 - 1. The officer or employee.
 - 2. A family member.
 - 3. An outside employer.

4. Any business in which the officer or employee, or any family member, has financial interest.
 5. Any business with which the officer or employee or any family member is negotiating or seeking prospective employment or other business or professional relationship.
- (2) No officer or employee shall be deemed in violation of any provision in this section if, by reason of the officer's or employee's participation, vote, decision, action or inaction, no financial benefit accrues to the officer or employee, a family member, an outside employer, or a business as defined in subsection (c)(4) and (c)(5) of this section, as a member of any business, occupation, profession, or other group, to any greater extent than any gain could reasonably be expected to accrue to any other member of the business, occupation, profession, or other group.
 - (3) Every officer or employee who has a prohibited financial interest which the officer or employee believes or has reason to believe may be affected by his or her participation, vote, decision, or other action taken within the scope of his or her public duties shall disclose the precise nature to the City Commission or the agency thereof served by the officer or employee. The officer or employee shall refrain from taking any action with respect to the matter that is the subject of the disclosure.

Conflicts of Interests in Contracts

- (1) Pursuant to KRS 61.252, no officer or employee of the city or any city agency shall directly or through others undertake, execute, hold, or enjoy, in whole or in part, any contract made, entered into, awarded, or granted by the city or a city agency, except as follows:
 - a. The prohibition in subsection (1) of this section shall not apply to contracts entered into before an elected officer filed as a candidate for city office, before an appointed officer was appointed to a city or city agency office, or before an employee was hired by the city or a city agency. However, if any contract entered into by a city or city agency officer or employee before he or she became a candidate, was appointed to office, or was hired as an employee, is renewable after he or she becomes a candidate, assumes the appointed office, or is hired as an employee, then the prohibition in subsection (1) of this section shall apply to the renewal of the contract.
 - b. The prohibition in subsection (1) of this section shall not apply if the contract is awarded after public notice and competitive bidding, unless the officer or employee is authorized to participate in establishing the contract specifications, awarding the contract, or managing the contract performance after the contract is awarded. If the officer or employee has any of the authorities as set forth in the preceding sentence, then the officer or employee shall have no interest in the contract, unless the requirements set forth in subpart 3 below are satisfied.
 - c. The prohibition in subsection (1) of this section shall not apply in any case where the following requirements are satisfied:

1. The specific nature of the contract transaction and the nature of the officer's or employee's interest in the contract are publicly disclosed at a meeting of the governing body of the city or city agency.
 2. The disclosure is made a part of the official record of the governing body of the city or city agency before the contract is executed.
 3. A finding is made by the governing body of the city or city agency that the contract with the officer or the employee is in the best interests of the public and the city or city agency before the contract is executed.
 4. The finding is made a part of the official record of the governing body of the city or city agency before the contract is executed.
- (2) Any violation of this section shall constitute a Class A misdemeanor, and upon conviction, the court may void any contract entered into in violation of this section.
- (3) Additionally, violation of this section shall be grounds for removal from office or employment with the city in accordance with any applicable provisions of state law and ordinances, rules or regulations of the city.

Confidentiality of City Records

- (1) No employee of the city or any city agency shall intentionally use or disclose information acquired in the course of his official duties, if the primary purpose of the use or disclosure is to further his personal financial interest or that of another person or business. Information shall be deemed confidential if it is not subject to disclosure pursuant to the Kentucky Open Records Act, KRS 61.872 to 61.884, at the time of its use or disclosure.
- (2) Employees shall not use confidential knowledge gained through official duty for personal profit.

Gifts / Gratuities

- (1) Employees shall not solicit or accept a gift / gratuity from any person, corporation or entity that has, or is seeking to obtain, a contractual or other business or financial relationship with the City or which represents any person or business that has or seeks to establish a financial or other business relationship with the City. "Gratuity" means money, real or personal property, meals, travel, lodging accommodations, tickets, admission fees, a service, a loan, a forbearance or forgiveness of indebtedness or a promise of future employment, that is given and received without the giver receiving consideration of equal or greater value in return. The following are exceptions to this prohibition:
 - (a) An employee may accept unsolicited gifts / gratuities of less than \$100 in aggregate value per year from any single source.
 - (b) An employee may accept unsolicited advertising, promotional material, trinkets, informational material, or educational material of less than \$100 in value.

- (c) An employee may accept professional services that assist the employee in the performance of his or her job duties, such as advice, consultation, information and communication in connection with services.
 - (d) An employee may accept a plaque or similar award recognizing the employee for his or her services, performance, or other accomplishments.
 - (e) An employee may accept any gift / gratuity given because of the employee's membership in a group, organization, or class, if equivalent gift / gratuity is given or offered to the other members of the group, organization, or class.
 - (f) An employee may accept any gift / gratuity given by a family member of the employee, even if he or she has a contractual, financial or other business relationship with the City, unless the gratuity is given on behalf of an individual or organization that has or is seeking to obtain, a contractual, business, or other financial relationship with the City.
- (2) An employee shall report to the City Clerk any gratuity from a vendor with a fair market value of \$100 or more that is offered to or received by the employee. The employee shall obtain the approval of the Ethics Board before finally accepting any gratuity valued at more than \$100. Any item offered may be accepted for the City.

Use of City Property, Equipment, Time, and Personnel

- (1) No employee shall use City property or work time for his or her private or financial gain, the private or financial gain of any other person, or to advance political, social or religious causes.
- (2) No supervisor shall instruct or otherwise require a subordinate employee to perform any task or function that is outside of the business purposes of the City.

Political Activity

The City is a nonpartisan organization that operates in a political environment. Every employee must make the maximum effort to minimize any appearance of political favoritism while sustaining a harmonious working relationship with federal, state, and local leaders and citizens. No employee shall be permitted to solicit funds or otherwise engage in any political campaign activity during working hours or while in a City uniform. No employee shall use any supplies or equipment of the City for political purposes.

Reporting Code of Ethics Violations and Penalties

- (1) An employee who becomes aware of a violation of any policy in the Code of Ethics should report the violation promptly to any one of the following:
 - (a) His or her immediate supervisor or department director;
 - (b) The City Clerk;
 - (c) The City Attorney;
 - (d) The City Administrator;
 - (e) The City Mayor;
 - (f) Any member of the Marion City Council; or
 - (g) Any supervisor with whom the employee feels comfortable discussing the matter.

- (2) All reports of a violation of the Code of Ethics shall be reduced to writing by the reporting employee or by the person receiving the report. The employee may use HR Form 15 for this purpose. The report shall be signed by the complaining employee. All reports of violations will be kept confidential to the extent feasible and appropriate under the circumstances.
 - (a) All reports shall be reviewed and investigated. The violation will be investigated by the Ethics Board. The results of the investigation will be communicated to the complainant, the alleged policy violator, and the City Mayor and Council. Any employee found to have engaged in misconduct constituting a violation of this policy will be appropriately disciplined, up to and including dismissal.
 - (b) As provided under the Whistleblower Protection for City Employees policy in Section 4 of this Handbook, an employee making a report under this policy will not be discriminated against or be subject to retaliation in any way for having made the report. Any person found to have discriminated against or retaliated against an employee who makes a complaint shall be subject to disciplinary action, up to and including dismissal.
 - (c) The City recognizes that the question of whether a particular course of conduct constitutes a violation of the City's Code of Ethics may require factual determination. The City also recognizes that false accusations have serious effects on innocent parties. If an investigation results in a finding that the complaining party made a false accusation with malice or with a reckless disregard for the truth, the complaining party will be subject to appropriate sanctions, including discharge.

- (3) An employee may speak directly to any member of the Ethics Board about a violation of the Code of Ethics if the employee has reported a violation to members of management without result.
- (4) Any report regarding an elected city officer shall be submitted to the City Ethics Board, who shall determine the course of the investigation and the proper manner to address the complaint.

Whistleblower Protection for City Employees

- (1) The City strictly prohibits the retaliation or discrimination against any employee who reports a violation of the policies contained in this Handbook to his or her supervisor or to any other member of the City's supervisory staff.
 - (a) No City employee shall use or threaten to use his or her supervisory authority or influence to discourage, restrain, suppress, dissuade, deter, prevent, interfere with, or coerce an employee from reporting any violation of the policies contained in this Handbook to his or her supervisor or any other member of the City's supervisory staff.
 - (b) No City employee shall retaliate or discriminate against an employee because he or she supports, aids, or otherwise substantiates another employee who reports a violation of the policies contained in this Handbook to the Ethics Board.
 - (c) No City employee shall retaliate or discriminate against another employee because he or she reports a violation of the policies contained in this Handbook to the Ethics Board after informing members of City supervisory staff without satisfactory resolution.
 - (d) The provisions of this policy in no way alter the at-will employment status of City employees. This policy does not create any contractual or other rights for employees, and the City may alter, amend, or remove any policy contained in this Handbook at any time.
- (2) The City strictly prohibits the retaliation or discrimination against any employee who reports a violation of any applicable federal, state, or local law or regulation to City supervisory staff, the Ethics Board, law enforcement authorities, or other appropriate officials.
 - (a) No City employee shall use or threaten to use his or her supervisory authority or influence to discourage, restrain, suppress, dissuade, deter, prevent, interfere with, or coerce an employee from reporting a violation of law or regulation to a City supervisor, the Ethics Board, or other appropriate officials.
 - (b) No City employee shall retaliate or discriminate against an employee because he or she supports, aids, or otherwise substantiates another employee who reports a violation of law or regulation to a City supervisor, the Ethics Board, law enforcement authorities, or other appropriate officials.

- (3) Any employee who receives an official request from an outside agency for information related to the City shall promptly inform his or her immediate supervisor of the request. Any employee who receives a request from media for information related to the City shall forward the request to the City Clerk and shall otherwise follow the Media Communications policy in Section 3 of this Handbook.
- (4) Any City employee who makes a false report of a violation or discloses information related to a report of a violation of City policies or the law with a reckless disregard for the truth shall be subject to disciplinary action, including the possibility of immediate dismissal.

Section 5 – EMPLOYEE FINANCIAL PRACTICES, REPORTING AND REIMBURSEMENT

Purpose of the Policies Contained in this Section

The purpose of the policies contained in this Section of the Handbook is to outline for employees all allowable business-related expenses and provide instruction for the handling of purchases and employee reimbursement. Employees should also be guided by the other policies contained in this Handbook in making any financial transaction on behalf of the City or in incurring any business-related expenses for the City, including the Code of Ethics and work conduct policies.

Employee Expense Reports and Reimbursement

- (1) Business expenses may be charged to the City on a credit card issued to the employee in accordance with Use of City Credit Cards policy in Section 5 of this Handbook, or paid for from the employee's private funds and reimbursed upon the submission of the documentation required under this policy.
- (2) An employee shall submit expenses and supporting documentation in the following manner:
 - (a) Expenses shall be submitted on at least a calendar-month basis. Expenses submitted for reimbursement are due to the City Treasurer within 15 days from the end of the month in which the expense was incurred. Employees shall not include expenses from different calendar months on the same expense report.
 - (b) Requests for reimbursement in expense reports shall be accompanied by a receipt and all supporting documentation, including itemized receipts, when

available. The employee shall provide the business purpose, the date, location, amount, and the persons being covered by the purchase on the receipt or in supporting documentation. The failure to provide a receipt and other applicable supporting documentation may result in denial of the reimbursement. Credit card statements will not be accepted as evidence of a receipt.

- (c) All expense reports must be approved and signed by the employee's supervisor or department director with the responsibility of budgeting and reviewing business expense information for the employee's department. The City Treasurer, or his/her designee, shall review all expense reports prior to reimbursement for the purpose of determining compliance with City policies. The all non-employee expense reports shall be submitted to the City Treasurer and approved by the Marion City Council, in accordance with the City budget.
- (3) An employee who submits a fraudulent receipt or falsifies his or her expense report will lose reimbursement privileges, will be terminated, or other appropriate disciplinary action will be taken.
- (4) The City may withhold reimbursement while it investigates or verifies expense report reimbursement requests.

Use of City Credit Cards

- (1) The City has authorized revolving city credit cards to be issued to certain officers and employees approved by the City Administrator. City credit cards are for use in making operational business purchases, purchases related to meetings and other legitimate business expenses as set forth in this policy.
 - (a) Operational expenses are those expenses necessary for the running of the City. Examples include, but are not limited to, office supplies and equipment, other office-related expenses, computer supplies, and any other non-travel related expenses.
 - (b) Meeting-related expenses include, but are not limited to, group meals, hotel meeting rooms, prepaid airfare, prepaid hotel accommodation, prepaid business car rental, prepaid conference and meeting registrations, prepaid expenses for meetings, and unanticipated event or travel needs.
 - (c) These examples are not intended to limit the credit card use for other legitimate business expenses.
- (2) Employees issued a City credit card for operational or meeting-related expenses will be subject to the following conditions:
 - (a) Only legitimate business and operational-related purchases may be charged on a City credit card.
 - (b) The City credit cards shall not be used for personal expenses of any kind. In the event that an expense is determined to be personal in nature, the expense must be reimbursed immediately.

- (c) All monthly credit card statements shall be reviewed by the person named on the card and their immediate supervisor, both of whom shall sign each page of the statement as evidence that they accept the identified expenses as legitimate business expenses. In addition, the statements shall be reviewed by the City Treasurer, or his/her designee for the purpose of determining compliance with City policies.
 - (d) Itemized receipts of each transaction made using a City credit card should be submitted to the City Treasurer promptly for approval. The receipts shall provide detail on the business purpose, date, location, amount, and persons covered by the purchase and shall bear evidence of supervisor approval on their face. Credit card statements will not be accepted as evidence of a receipt.
- (3) The City will review the policy regarding credit card usage and credit card limits on an as-needed basis, but no less than every three years.

Employee Travel Expense Reimbursement

- (1) All City officers and employees shall receive prior approval from the City Administrator and/or his or her immediate supervisor, based on the City budget, prior to any travel within the state. Prior to any out-of-state travel, an employee shall receive prior approval. Any out-of-state travel that has not been approved in the city operating or travel budget shall be approved by amendment of the budget by the Marion City Council.
- (2) Registration for conferences and meetings shall be performed by the City Treasurer or other staff as may be designated. Employees should make an effort to obtain the lowest possible registration fees.
- (3) Reservations for overnight lodging shall be made by the City Treasurer unless otherwise approved by the City Administrator. Reservations for overnight stays for travel within Kentucky of less than three nights may be made by the employee as long as the employee has received the advance approval of his or her supervisor and it has been included in the current city budget ordinance.
 - (a) In-room movies, room service, mini-bar, use of hotel gym, spa or massage services, sauna facilities, or other additions to room bills are not reimbursable. Only usual and customary expenses are eligible for reimbursement.
 - (b) A copy of the hotel folio or receipt showing proof of payment shall be submitted by the employee for expense reimbursement.
- (4) Car rental reservations shall be made by the City Treasurer unless otherwise approved by the City Administrator. The following guidelines shall apply when rental reservations are made:
 - (a) The vehicle accident reporting requirements outlined in Section 3 of this Handbook shall be followed in the case of an accident involving a vehicle rented by the City.

- (5) Employees may use a City-owned vehicle or their own vehicle for business travel on behalf of the City. Employees shall adhere to the following process related to mileage reimbursement:
- (a) When an employee traveling on behalf of the City chooses to use his or her personal vehicle, the employee will be reimbursed for mileage. An employee shall be reimbursed at the mileage rate consistent with rates set by the State of Kentucky for business expense deductions under the following guidelines:
1. An employee shall not be reimbursed for transportation or commuting between the employee's home and his or her permanent workplace.
 2. Mileage shall not be reimbursed for attendance of a City function or event held outside of the workplace unless the employee has been assigned to work at the event.
 3. When an employee does not report to his or her permanent workplace or makes business trips before or after reporting to his or her permanent workplace, the allowable mileage is:
 - a The lesser of the mileage from the employee's residence to the first stop or from the office to the first stop;
 - b All mileage between points visited on City business during the day; and
 - c The lesser of the mileage from the last stop to the employee's residence or from the last stop to the City office.
 4. To receive mileage reimbursement, the employee shall state on his or her expense report the total number of miles traveled on City business. Any travel of personal nature while on City business shall be deducted from the total miles traveled.
 5. Parking violations and traffic or other moving motor violations are not reimbursable expenses.
 6. If the employee is involved in an auto accident while on city business driving his or her own privately owned vehicle, he or she shall follow the accident reporting requirements outlined in Section 3 of this Handbook.
- (6) Except for reimbursable expenses related to official City business as provided in Section 5 of this Handbook, employees shall only be provided reimbursement for meals involving out-of-state travel, overnight travel within Kentucky, and for in-state trips requiring travel after 7:00 p.m. Meal and incidental reimbursement amounts will be determined by the Marion City Council. Current daily limits are set at \$44.00.
- (7) The City will reimburse employees for the following expenses relating to parking:

- (a) An employee may request reimbursement for parking fees for leaving a vehicle at an airport in conjunction with out-of-state travel on behalf of the City. For airport parking, the employee shall only be reimbursed for the rates of long-term parking. If the employee uses short-term parking or valet services, the employee will only be reimbursed for the cost of long-term parking fees applicable at the airport of departure. As an alternative to airport parking, an employee may elect to be reimbursed for the mileage related to being dropped off or picked up at the airport. The employee may be reimbursed the lesser of the mileage between the airport and the employee's residence or the mileage between the airport and the employee's permanent office or workplace. In no event shall the amount of mileage reimbursement exceed the amount the employee would have spent on long-term parking.
 - (b) An employee shall be reimbursed for parking at hotels or overnight lodging accommodation for business-related meetings or in conjunction with business travel for the City. Employees shall only be reimbursed for standard hotel parking rates unless the option is not available. Employees electing valet parking will only be reimbursed up to an amount equal to the standard parking rates applicable at the particular hotel.
 - (c) All other business-related parking fees are reimbursable upon the submission of a valid receipt in accordance with the Employee Expense Reports and Reimbursement Policy in Section 5 of this Handbook.
- (8) The City shall not reimburse or pay for the travel of an employee's family member or other guest. When a family member or other guest joins an employee on business-related travel, the employee or the guest is responsible for paying all travel costs, including airfare and meals.
- (9) Except for the travel-related expenses outlined in this policy, all other travel-related expenses are deemed non-reimbursable unless approved in writing by the City Administrator and the City budget. An employee shall submit his or her travel-related expenses for reimbursement on an Employee Expense Form within 15 days after the end of the month in which the travel expenses were incurred as provided in Section 5 of this Handbook. In the case of extreme financial hardship, an advance for out-of-state travel may be granted to an employee by the City Administrator. An employee who has received a travel advance must deduct the total amount of the advances from the total reimbursement request when submitting an expense report detailing expenditures. If the amount of the advance exceeds the total reimbursable expenditures, the employee shall pay the difference back to the City.

Reimbursable Expenses Related to Official City Business

- (1) City officers or employees receiving prior approval from the City Administrator will be reimbursed for reasonable business expenses incurred while conducting official City business. Examples of official City business include, but are not limited to, situations where individuals present are representing the City or if the individual's attendance has been requested by the City. The individual seeking reimbursement shall be responsible

for using good judgment to ensure the expenses incurred are budgetarily sound and are compatible with the goodwill of the City.

- (2) The City Administrator shall have the authority to approve meal expenses for a new employee as part of the new employee's orientation and other discretionary employee meal functions as appropriate to recognize extraordinary work effort and as set out in the City budget.
- (3) Receipts detailing the business purpose, date, location, amount and persons present must be submitted with the expense report as provided under the Employee Expense Reports and Reimbursement Policy in Section 5 of this Handbook or, if a City credit card is used, as provided under the Use of City Credit Cards policy in Section 5 of this Handbook. This information shall be written on the front or back of the receipt and on the expense report.
- (4) In the event the receipt is for reimbursement of a meal, an itemized receipt shall be submitted, and the tip shall not exceed 20% of the cost.

Alcohol Reimbursement Policy

No reimbursement will be made for alcoholic beverages.

Purchasing and Procurement

- (1) When an employee's position requires spending City funds or incurring any reimbursable personal expenses, that individual must use good judgment on the City's behalf to ensure that good value is received for each expenditure. City funds and all assets are for City purposes only and are not for personal benefit.
- (2) Employees authorized to make purchases on behalf of the City must follow the procedures outlined in the City Procurement Code, Chapter 38, or as approved by the City Administrator and within the limits of the City budget as approved by the City Council.

Disposal of City Property

- (1) Before selling or otherwise disposing of any real or personal property, the city shall make a written determination setting forth and fully describing:
 - a. The real or personal property;
 - b. Its intended use at the time of acquisition;
 - c. The reasons why it is in the public interest to dispose of it; and
 - d. The method of disposition to be used.

- (2) Real or personal property may be:
 - a. Transferred, with or without compensation, to another governmental agency;
 - b. Transferred, with or without compensation, for economic development purposes;
 - c. Sold at public auction following publication of the auction in accordance with KRS 424.130(1)(b);
 - d. Sold by electronic auction following publication of the auction, including the uniform resource link (URL) for the site of the electronic auction, in accordance with KRS 424.130(1)(b); or
 - e. Sold by sealed bids in accordance with the procedure for sealed bids under KRS 45A.365(3) and (4).
- (3) If a city receives no bids for the real or personal property, either at public or electronic auction or by sealed bid, the property may be disposed of, consistent with the public interest, in any manner deemed appropriate by the city. In those instances, a written description of the property, the method of disposal, and the amount of compensation, if any, shall be made.
- (4) Any compensation resulting from the disposal of this real or personal property shall be transferred to the general fund of the city.

Contract Review and Execution

- (1) All written contracts or contract renewals shall be reviewed by the City Attorney or his or her designee before execution.
- (2) Approval from City Administrator in accordance with the City budget and specifications as set by the City Council, is required prior to requesting the City Attorney to draft a contract on behalf of the City.
- (3) The City Clerk shall provide a copy of the contract or the information necessary for drafting of the contract to the City Attorney or his or her designee as soon as possible to expedite the review or drafting process.
- (4) All contracts made on behalf of City shall be signed by the City Administrator or City Mayor.

- (5) A copy of all executed contracts must be provided to the City Attorney and the City Clerk for tracking and filing purposes unless other arrangements have been made.

Check Handling by City Employees

Any check or other form of payment received by a City employee shall be immediately presented to the City Treasurer or his or her designee for deposit.

Cash Disbursements

- (1) All invoices received through the mail by the City Clerk will be routed to the City Treasurer for approval in accordance with the city budget.
- (2) No employee may give final approval for expenditures directly relating to himself/herself. All such expenses, regardless of the dollar amount, must be approved by the employee's immediate supervisor or by the City Administrator.
- (3) The City Treasurer, or his/her designee, shall review all check run reports prior to the release of checks. All checks require no less than two signatures.
- (4) Invoices received for payment will be paid in accordance with the terms stated on the invoice or by the negotiated agreement/contract.

Section 6 – Classification and Compensation

Employment Types and Classification

- (1) As used in this Handbook, the terms below shall have the following meanings:
 - (a) “Full-time employee” is an employee who is normally scheduled and expected to work a minimum of 37.5 hours each workweek and has an indefinite term of employment.
 - (b) “Part-time employee” is an employee who is normally scheduled and expected to work less than 35 hours in a single workweek, averages less than 100 hours of work in a calendar month, and has an indefinite term of employment.
 - (c) “Temporary employee” is an employee who is hired and works for a definite period of time. Generally, a temporary employee will be employed for a period of one year or less.
 - (d) “Seasonal employee” is an employee hired in a position that is temporary in duration, and which position coincides with a particular season or seasons of the year and which may recur regularly from year to year, the period of time shall not exceed nine months.”

- (e) “Intern” is an individual who works in an internship position approved by the City Administrator and as outlined in the budget, for one period not to exceed 26 weeks.
 - (f) The position may be paid or unpaid, as designated by the budget and/or pay and classification plan. To be eligible for city internship positions, the individual must have completed his or her sophomore year at an accredited college or university and must have declared his or her major prior to the start of the internship.
- (2) The City designates all employment positions as either exempt or nonexempt in compliance with applicable federal and state law. The classifications are for purposes of determining whether overtime compensation is due to the employee for hours worked in excess of 40 in a single workweek. The classification of positions as “exempt” or “nonexempt” is based on applicable state and federal laws and regulations. Classifications of positions are reviewed by the City Administrator in consultation with the City Attorney at the time of position creation or modification and on an annual basis to ensure legal compliance. As used in this Handbook, the terms below shall be accorded with the following meanings unless specifically stated otherwise:
- (a) “Nonexempt employee” is an employee in a position with duties, responsibilities that require overtime compensation for any time worked in excess of 40 hours in any workweek pursuant to the Fair Labor Standards Act and Kentucky wage and hour laws. The additional overtime compensation for nonexempt employees is calculated under the City’s Overtime Compensation Policy established in Section 6 of this Handbook.
 - (b) “Exempt employee” is a salaried employee in a position with duties, responsibilities that render the employee exempt from the overtime requirements of the Fair Labor Standards Act and Kentucky wage and hour laws. An exempt employee is not eligible for additional compensation for working in excess of 40 hours in a workweek under the City’s Overtime Compensation Policy established in Section 6 of this Handbook.

Fiscal Year

The city’s fiscal year is from July 1 to June 30.

Official Workweek

- (1) The official work week for each department shall begin on Wednesday and end on Tuesday.
- (2) The official work week may be changed at any time, but not to avoid overtime requirements.

Overtime

- (1) “Overtime” means any time worked by a nonexempt employee in excess of 40 hours in any single workweek. In addition, if a non-exempt employee works seven days in any one work week AND works over 40 hours in those seven days, all hours worked on the seventh are at time and half. For purposes of this section, workweek is defined in this handbook.
- (2) The City is required under the Fair Labor Standards Act and Kentucky wage and hour laws to pay overtime wages to a nonexempt employee if the employee works more than 40 hours in a single workweek. Overtime wages shall be calculated at a rate of 1 ½ times the employee’s regular hourly rate of pay. A salaried employee’s regular hourly rate of pay will be calculated by dividing the annual salary by the annual hours (annual hours = ___ hours per week x 52 weeks = _____ hours per year)
- (3) A nonexempt employee must be authorized orally or in writing by the employee’s immediate supervisor prior to the employee’s performance of any work that would result in overtime. The employee shall verify that his or her time record accurately reflects any overtime worked as required in Section 6 of this Handbook. Any employee who works overtime without prior authorization or fails to properly report overtime work shall be subject to disciplinary action.
- (4) The City and the employee’s immediate supervisor or department director may require any nonexempt employee to take time off during any workweek that the employee has worked or will work more than 40 hours in order to minimize overtime costs.
- (5) Exempt employees are not eligible for overtime compensation.

On Call Employees

- (1) As a condition of employment, employees shall agree to report within a reasonable time period if requested during an emergency; if an employee is called to report to work either after the normal working hours or before the normal working hours, the employee shall be paid at the regular rate of pay for actual time worked.
- (2) Employees in some departments may be required to be on call in the event of emergencies. Each department shall establish the method of compensation for the period.
- (3) On-call employees that take home city vehicles are to abide by vehicle and on-call policies.

Base Salary and Salary Adjustment

- (1) The base salary for each employee is determined in accordance with the Pay and Classification Ordinance created by the Marion City Council. The City Administrator shall be responsible for administering, evaluating, and establishing compensation for all

employees. The City employee compensation program shall be operated under the following conditions:

- (a) In its endeavor to ensure fair pay for all its employees, the City periodically adjusts base salaries and the salary ranges under its Pay and Classification ordinance based upon professional market studies and pay analysis. The City may make annual market or cost of living adjustments to the compensation of employees depending upon the availability of funds in the City budget.
- (b) In addition to the pay analysis, other factors for establishing employee pay under the compensation program include, among other things, the skill and effort necessary for efficient and effective job performance; the quality and quantity of actual job performance; the degree of responsibility such performance demands; the conditions under which the job is performed; the employee's experience; length of employment; the employee's educational and professional achievements, including licensure and certifications; and what is being paid for similar jobs in the marketplace.

Payroll Deductions

- (1) The City will make all legally required deductions from an employee's gross pay in accordance with applicable legal requirements, including:
 - a. Federal and state income taxes.
 - b. Social Security (FICA) taxes.
 - c. Deductions required by wage garnishment or child support orders.
- (2) The City may also deduct from pay your portion of insurance premiums and voluntary contributions.
- (3) Employees may request voluntary deductions be made from their gross pay, such as contributions to optional retirement plans. The employee shall obtain the appropriate form to request voluntary deductions from the City Treasurer.
- (4) When the City must rely on information provided by the employee in order to make any legally required deduction, it is the sole responsibility of the employee to provide accurate and timely information to the City.
- (5) In accordance with the Fair Labor Standards Act, the City prohibits improper deductions from the pay of exempt employees and will reimburse employees for any improper deduction. When an exempt employee has exhausted all paid leave, the City may deduct for absences of one or more full days for leave related to sickness, disability, unpaid disciplinary suspensions, or for other personal reasons. In addition, the City may make either full or partial day deductions from the pay of an exempt employee during the first or the last week of employment when only part of the week is worked by the employee, or for any unpaid leave taken in accordance with a legitimate absence under FMLA. Any exempt employee who believes that an improper pay deduction has been made shall immediately file a written complaint with the City Administrator setting forth the dates,

amounts, reasons, and any other information for the pay deduction. The City Treasurer along with the City Administrator shall take immediate action to investigate the issue and, if found to be an improper deduction, shall cause the employee to be compensated for the improper deduction within two pay periods from the date the written complaint was filed.

- (6) No other deductions will be made.
- (7) All deductions from your pay will be listed on your pay stub. If you have questions about any deductions from your pay or if you believe improper deductions have been made from your pay, you must report your concern to the City Treasurer immediately.

Time Records

- (1) Time records will be kept on all nonexempt employees to facilitate the City's compliance with overtime pay requirements. Nonexempt employees shall submit time records. The time record will reflect a single pay period consisting of one work week. Time must be logged as the total number of hours actually worked each day, excluding meal periods. Any vacation, sick, compensatory leave time, or other paid leave time used by the employee must be recorded on the time record. Time records must be completed and submitted to the employee's supervisor immediately following the end of the pay period. Supervisors shall review and approve or disapprove time records in a timely manner.
- (2) Except for the immediate supervisor of the employee, all employees are forbidden from entering any information on another employee's time record. An employee shall not falsify information on his or her own time record. Employees found to have violated this policy will be subject to discipline, up to and including discharge. Any errors discovered in an employee's time record shall be reported immediately to the employee's immediate supervisor, who will determine the manner and method of correcting legitimate errors.

Unemployment Compensation Insurance

Employees may be eligible for unemployment benefits upon termination of service with the City. Unemployment rights, benefits, and eligibility are governed by state law and can be explained by the state unemployment office. Unemployment compensation insurance premiums are paid for entirely by the City.

Section 7 – Health, Retirement and Other Benefits

Health Insurance

- (1) Only full-time employees are eligible for group health insurance for themselves and their dependents. Dependents are defined in the Certificate of Coverage. The effective date of coverage will be the first day of the month following the three-month introduction period.

- (2) The City will provide coverage for employees and their dependents up to a maximum amount, as determined by the City and reflected in the annual budget. **ANY EMPLOYEE PRIOR TO JULY 1, 2019 SHALL HAVE THE OPTION OF 75% EMPLOYEE COVERED COST OF DEPENDENTS. ALL EMPLOYEES HIRED ON OR AFTER JULY 1, 2019 SHALL HAVE THE OPTION OF 25% EMPLOYEE COVERED COST OF DEPENDENTS.** Specific information regarding health insurance plans available to employees should be obtained from the City Treasurer.
- (3) The City will comply with federal/state continuation coverage regulations under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and any additional amendments designed to provide employees and eligible dependents with the opportunity to continue health insurance coverage at group rates where the coverage would otherwise cease, such as upon termination of employment, death of the employee, divorce, or a child ceases to be a qualified beneficiary. The premium for this continuation coverage shall be the sole responsibility of the employee or dependent, unless otherwise provided for by law. Coverage is not automatic and employees and/or their eligible dependents must make an affirmative election before coverage will begin. More detailed information regarding the continuation of health insurance coverage under COBRA or state continuation coverage may be obtained by going to the U.S. Department of Labor website at <http://www.dol.gov/dol/topic/health-plans/cobra.htm>. or <http://insurance.ky.gov/Documents/statecontinuationcoverage012612.pdf>.

Workers' Compensation

- (1) The City pays the entire amount of the workers' compensation insurance premium that provides benefits to employees who experience injury or illness in connection with employment. Eligibility begins on the first day of employment. Workers' compensation benefit entitlements are governed by KRS Chapter 342. If employees have questions concerning their rights or benefit amounts, they should contact the City Treasurer.
- (2) If an employee is injured in connection with employment, regardless of the severity of the injury, the employee shall immediately notify his or her immediate supervisor and/or the City Treasurer, who will see to necessary medical attention and assist in the completion of any required reports, including HR Form 04. In any case of serious injury, employees are required to receive prompt medical attention by a physician authorized under the City's designated workers' compensation plan. Employees and supervisors shall contact the City Treasurer to report all work-related accidents and injuries.
- (3) The employee must also call the "Company Nurse" on the Injury Hotline at **855-339-1889**. More information on this program can be found in Section 3, Reporting workplace Accidents.

Return to Work Program

- (1) It is the policy of the City, when possible, to modify work assignments for a limited period to assist employees who are temporarily restricted from performing their regularly assigned duties due to an on-the-job injury.
- (2) This policy applies to all City employees.
- (3) **Definitions for this policy:**
 - a. **Return to Work (RTW) (Modified Duty)** position is a temporary position to which an employee is assigned when he/she is unable to return to his/her regular position following an on-the-job injury or illness. The Return to Work position temporarily addresses the restrictions placed on an individual by an evaluating physician.
 - b. **Employment-related injury** is an injury or occupational disease, which arises out of the course and scope of employment and is a compensable injury or illness, as defined under the Kentucky Workers' Compensation Act.
 - c. **Physician** means a Doctor of Medicine, osteopathic medicine, optometry, dentistry, podiatry, or chiropractic who is licensed and authorized to practice as defined in the Kentucky Workers' Compensation Act.
- (4) It is the responsibility of the injured employee to inform the evaluating physician of the employer's early return to work program; adhere to the assigned restrictions/limitations for the specified period of time; maintain a positive attitude toward working within physical restrictions/limitations; continue to seek and follow appropriate medical care throughout recovery period.
- (5) It is the responsibility of the employer to review and evaluate work alternatives for a temporary specified period of time as established by the evaluating physician; to evaluate job description and modify requirements within the position to accommodate the employee to the assigned restrictions; to monitor the injured employee to ensure work performed is within the assigned restrictions; to continue to review and adjust job assignments as medical condition improves and restrictions change until the final goal of either release to full duty or maximum medical improvement is achieved.
- (6) It is the responsibility of the evaluating physician to assign specific temporary restrictions for a specified period of time; review and adjust assigned restrictions at each evaluation; maintain beneficial and appropriate medical care and treatment with the goal of moving the injured worker to full duty release or maximum medical improvement.
- (7) It is the responsibility of the claims adjuster to obtain specific temporary restrictions/limitations for a specified period of time from the evaluating physician after each evaluation; communicate verbal and written restrictions to the designated employer contact; work effectively with the injured employee, employer and physician to reach the goal of returning the employee to gainful employment.
- (8) To be eligible for participation in the RTW Program, an employee must provide a written statement from the designated treating physician that he/she is:

- a. Temporarily unable to perform his/her essential duties, following an employment related injury or illness; and
 - b. Capable of carrying out work of a lighter or modified nature from his/her regular duties and is expected to return to his/her regular duties within 90 calendar days.
- (9) Once notified of an on-the-job injury or illness, the department must complete a First Report of Injury for Workers' Compensation (HR Form 04) and inform the employee in writing of the Return to Work Program.
- (10) The employee must be seen and evaluated by a physician to determine if the employee is able to return to work, and if so, with or without restrictions.
- (11) At the time of the evaluation, the employee must inform the physician of the Return to Work Program, and provide him/her with a copy of the employee's regular job description that identifies the essential functions of the job and its requirements.
- (12) When the employee is able to return to work with restrictions, the employee's physician must complete a report, indicating the specific restrictions, and the duration of those restrictions. Clarification regarding temporary restrictions may be requested of the treating physician.
- (13) Taking into consideration the information provided by the physician, the employee's department, in consultation with the City Clerk, will determine if a temporary Modified Duty assignment can be offered. It should be understood that there may be instances in which the organization will not be able to offer a Modified Duty assignment.
- (14) If the employee's regular department is unable to meet the employee's need for Modified Duty, the employee's department is responsible for payment of the employee's salary and benefits while performing a Modified Duty position in a different department which has been able to meet the employee's need for Modified Duty.
- (15) The employer should use one of the two following compensation arrangements:
- a. There will be no adjustment in the employee's normal compensation. The salary and benefits of the employee will remain the responsibility of the original employing department, including during any period of temporary placement external to the department; or
 - b. In most cases, there will not be an adjustment in the compensation of the employee that is placed in a Modified Duty position. However, the employee placed in a Modified Duty position will be paid a salary that is equivalent to the salary of other employees holding the same position. If that salary is less than his or her normal salary, then he or she will be paid at least what the maximum weekly benefit would be for his or her regular salary as defined by the Kentucky Workers' Compensation Act.
- (16) The salary and benefits of the employee will remain the responsibility of the original employing department, including during any period of temporary placement external to the department.
- (17) Once the employee has been approved to participate in the Return to Work Program, the department must provide a Return to Work (Modified Duty) job offer letter. This letter shall include:

- a. The position offered.
 - b. The location and duties of the position offered.
 - c. The wages and schedule of the position offered.
 - d. The duration of the temporary work assignment.
 - e. A statement that the department will only assign position/duties consistent with the employee's knowledge and skills and will provide training if necessary.
 - f. A statement acknowledging that the employer is knowledgeable about and will abide by the limitations under which the treating physician has authorized the return to work.
- (18) An employee may choose to accept or refuse the Return to Work (Modified Duty) job offer. However, an employee who refuses a Modified Duty job offer is subject to termination. Rejection of the job will also result in suspension of income benefits under Workers' Compensation Insurance.
- (19) Employees do not waive any rights to Workers' Compensation benefits by participating in the Return to Work Program. Employees participating in the Return to Work Program will continue to be covered by the Workers' Compensation Act for reasonable and necessary medical expenses and disability benefits related to the injury or illness.
- (20) A Return to Work with Modified Duty offer will be for no longer than 90 calendar days. The duration of approved time will be based upon the information provided by the employee's designated treating physician.
- (21) An employee who is unable to return to his/her regularly assigned duties at the end of the Modified Duty agreement and remains with temporary restrictions which will prevent him/her from returning to their pre-injury position, will begin to receive temporary total disability benefits through the workers compensation program. (If the restrictions are permanent and will not allow the employee to return to his/her pre-injury position, then they can request a leave of absence, or the employer can address termination.)
- (22) Employees may be required to attend an IME (Independent Medical Exam) to clarify the continued restrictions or once they reach MMI (Maximum Medical Improvement) and permanent restrictions are assigned and determined by the treating physician.
- (23) Provided the employee has exhausted any entitlement under the Family and Medical Leave Act (FMLA), the department has the option to approve or deny the leave of absence request. If Leave Without Pay is denied, employment with the organization will be terminated.
- (24) If the employee believes that the condition is permanent, progressive, or chronic, the employee may pursue the Americans with Disabilities Act Accommodation Policy to determine if they are a qualified individual with a disability.

Retirement Plan and Social Security

- (1) Employees who work in a regular full-time position for the City must be enrolled in the Kentucky Retirement System. City employees are covered under the County Employees portion of the plan (CERS). Regular part-time employees must also be covered if they average 100 or more hours of work per month over a calendar or fiscal year, including employees who work a total of more than 100 hours per month in two or more positions with employers under the same retirement system.
- (2) The retirement plan is a qualified public defined benefit plan and was established under Section 401a of the Internal Revenue Code (IRC). A defined benefit plan pays benefits based upon a formula, rather than on an account balance. The formula used to compute CERS benefits provides participating members with a guaranteed lifetime payment at retirement based on beginning participation date, the number of years of service, your average salary and a multiplying factor.
- (3) Employees and the City contribute to the plan. The percentage of contribution may change annually and is based on hazardous and nonhazardous positions. The contribution amount is set by the Commonwealth of Kentucky. For more information about the Kentucky Retirement System, contact the City Treasurer, the retirement system's website, <https://kyret.ky.gov> or by phone at 800-928-4646.
- (4) The City participates in the federal social security program and will contribute a percentage of salary, to the extent required by law, to the social security system for each employee.

Section 8 – Paid and Unpaid Leaves

Holidays

- (1) All full-time City employees shall receive paid leave for the holidays as established by the Kentucky State Holidays:
<https://extranet.personnel.ky.gov/pages/leave.aspx>
 - (a) New Year's Day
 - (b) Martin Luther King Day
 - (c) Good Friday
 - (d) Memorial Day
 - (e) Juneteenth
 - (f) Independence Day

- (g) Labor Day
 - (h) Veterans Day
 - (i) Thanksgiving Day
 - (j) Day after Thanksgiving
 - (k) Day after Christmas
 - (l) Christmas Day
 - (m) New Year's Eve
- (2) Unless otherwise designated by the Marion City Council, paid holidays will be observed on the date of their actual occurrence. In the event that any of the holidays fall on a Saturday or Sunday, the City Administrator will designate alternative workdays for the City employees to receive paid leave.

Vacation Leave

- (1) All full-time employees shall receive paid vacation leave. Vacation leave shall be granted to an employee each calendar year on the following basis:
- (a) A full-time employee shall receive 80 hours per year, or a prorated amount based on the number of months worked in a year.
 - (b) After 10 years of employment, employees shall receive 120 hours per year.
 - (c) After 20 years of employment, employees shall receive 160 hours per year.
- (2) Vacation leave begins to accrue on the first day of employment. For periods of less than 3 months, such as at the beginning of employment, vacation leave will accrue on a pro rata basis.
- (3) On January 1 of every year, each employee's vacation leave account will be credited with the full amount of the annual vacation leave due the employee for the ensuing year. Each pay period, the employee's vacation leave account will be debited for the amount of vacation leave actually used by the employee during the preceding period.
- (4) Vacation leave must be used in 4 or 8-hour increments.
- (5) Requests for use of vacation leave time should be made as soon as possible to ensure minimum disruption to the departments and the organization's work schedule and workflow. In no event shall an employee be permitted to take more than 5 consecutive days of vacation leave without the express approval of the City Administrator.
- (6) An employee may carry over a maximum of 80 hours of accrued and unused vacation leave time to the next calendar year.
- (7) Upon termination of employment, an employee shall be paid for any vested but unused vacation leave time. The employee shall be compensated at the hourly rate earned by the

employee at the time of the separation. The applicable hourly rate for both exempt and nonexempt employees shall be calculated as provided in Section 6 of this Handbook.

- (8) By discretion of the Council, the City may reimburse employees for unused vacation and/or holiday pay in a calendar year.

Sick Leave

- (1) All full-time employees shall receive paid sick leave each calendar year in the amount of 8 hours per month, or 96 hours per year. Part-time employees, temporary employees, and interns shall not be eligible for paid sick leave.
- (2) Sick leave time begins to accrue on the first day of employment. Use of sick leave is restricted until completion of the first 90 days of employment.
- (3) Each employee's sick leave account will be credited on a biweekly basis.
- (4) An employee may use sick leave for any one of the following reasons:
 - (a) To avoid jeopardizing the health of other employees; or
 - (b) Illness, disability, medical condition, or a medical or dental appointment of the employee or a member of the employee's immediate family necessitating the employee's presence. "Immediate family" shall mean the employee's spouse, child, mother, father, or other permanent members of the employee's household. In the case of use for immediate family, only 40 hours of sick leave may be used per calendar year.
- (5) An employee using sick leave time shall notify his or her immediate supervisor as soon as possible of the need to use sick leave. For periods of leave longer than one full day, the employee shall notify his or her supervisor of each separate day that leave will be used unless prior arrangements have been made.
- (6) Notwithstanding the requirements for FMLA leave, a medical certification or physician's statement will generally not be required to return to work after the use of sick leave. However, an employee's department supervisor may require medical certification or a physician's statement when there is a reasonable basis to believe the sick leave policy is being abused or the employee's length of absence exceeds three full workdays.
- (7) An employee may use sick leave in 4-hour or 8-hour increments.
- (8) An employee may carry over an accumulated maximum of 1,560 hours of unused sick leave time to the next calendar year.
- (9) No employee shall be compensated for any accumulated and unused sick leave time upon separation from employment.

Family Medical Leave Act (FMLA)

- (1) The City is subject to the Family Medical Leave Act of 1993 (FMLA). In order to be eligible for FMLA leave, the employee must meet the following criteria:
 - (a) The employee must have been employed by the City for at least 12 months within the past seven years prior to the leave, unless the break in service is due to an employee's fulfillment of military obligations; and
 - (b) The employee must have worked at least 1,250 hours during the 12-month period immediately preceding FMLA leave. Any hours employees would have worked but for time spent in the military Reserves or National Guard shall be considered part of the 1,250 required hours.
- (2) Qualifying employees are eligible to take up to a maximum of 12 weeks of job-protected leave from the City in any rolling calendar year. A rolling calendar year consists of any 12-month period measured backward from the start date of the requested leave. The leave may be paid, unpaid, or combinations of both, depending upon the employee's leave balances. Employees are entitled to 12 weeks of leave for the following reasons:
 - (a) The birth or adoption of a child or placement of a child with the employee for foster care. The leave must be taken in the 12 months immediately following the birth, adoption, or placement of the child;
 - (b) To care for the employee's spouse, child, or parent who has a serious health condition;
 - (c) A serious health condition which renders the employee unable to perform the functions of his or her position; or
 - (d) To allow an employee to deal with a "qualifying exigency" relating to the military deployment of a spouse, child, or parent. A qualifying exigency includes:
 1. Short-notice deployment;
 2. Military events and related activities;
 3. Childcare and school activities;
 4. Financial and legal arrangements;
 5. Counseling;
 6. Rest and recuperation;
 7. Post-deployment activities; and
 8. Additional activities arising from the military duty, provided that the employer and employee agree that such leave shall qualify as an exigency and agree to the timing and duration of such leave.

- (3) Employees are entitled to 26 weeks of leave within a 12-month period to take care of an injured service member, who is their nearest blood relative. This also extends to include family members of veterans who were members of the Armed Forces (including the National Guard or Reserves) at any point in time within five years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy. For purposes of calculating leave entitlement, the 12-month period begins on the first day the eligible employee takes FMLA leave to care for the covered service member.
- (4) In any event where FMLA qualifying leave is foreseeable by the employee, the employee shall provide his or her immediate supervisor with advance notice of the leave request by submitting a FMLA Leave Request Form (HR Form 08). In many instances, the need for FMLA leave may not be foreseeable by the employee. In those instances, the employee's immediate supervisor or department director shall notify the City Clerk so that the City may designate the leave as FMLA qualifying for the employee.
- (5) The City shall require the following information to be submitted in conjunction with a request for FMLA leave or where the City has designated the leave as FMLA qualifying:
 - (a) An FMLA Medical Certification Form (HR Form 09) will be required if FMLA leave is for the employee's own serious health condition or to care for a family member's serious health condition. Failure to provide the requested medical certification in a timely manner may result in denial of the leave until it is provided, including a reason for the delay. The City, at its expense, may require an examination by a second health care provider designated by the City if the City has a reasonable question regarding the medical certification provided by the employee.
 - (b) The City will require medical updates at least every 30 days during an employee's FMLA leave for a serious health condition.
 - (c) The first time an employee requests leave because of a qualifying exigency arising out of the active duty or call to active duty status of a covered military member, the City will require the employee to provide a copy of the covered military member's active duty orders or other military documentation which indicates the appropriate military status and the dates of the active duty status.
- (6) Employees must use any accumulated sick, vacation, personal time, compensatory leave time, or other paid leave to the extent available during the FMLA leave period, unless such leave is covered under workers' compensation, in which case the employee may only use accumulated leave time for the purpose of satisfying any waiting period. Absences in excess of the employee's total accumulated leave will be treated as leave without pay, except in situations where the employee is eligible for Sick Leave Bank time as provided under Section 8 of this Handbook.
- (7) The City will require employees returning from FMLA leave for a qualifying event related to the employee's serious illness to provide a medical release to return to work. Upon return from FMLA leave, the employee will be restored to his/her original or equivalent position. If an employee fails to return at the end of FMLA leave, the employee will be considered to have voluntarily resigned his/her position with the City.

- (8) The City will maintain health care benefits for the employee while on FMLA leave, but the employee is responsible for paying the normal monthly contribution for any portion of leave that is unpaid. If the employee elects not to return to work at the end of the leave period, the employee will be required to reimburse the organization for the cost of premiums paid for maintaining coverage during the leave period. All other benefits cease to accrue during the unpaid portion of the leave.
- (9) It may be medically necessary for some employees to use intermittent FMLA leave. The City will work with employees to arrange reduced work schedules or leaves of absence in order to care for a family member's serious medical condition or their own serious medical condition.
- (10) Since leave taken because of the birth or adoption of a child must be completed within the 12-month period beginning on the date of birth or placement of the child, FMLA leave taken for this purpose may not be taken intermittently.

Bereavement Leave

- (1) All full-time City employees shall be eligible for paid bereavement leave in the event of death in the employee's immediate or extended family. Bereavement leave shall be granted on the following basis:
 - (a) An employee shall be authorized for up to 3 days of paid bereavement leave in the event of death in the employee's immediate family. For the purposes of this paragraph "immediate family" shall mean the employee's parents, spouse, children, grandparents, grandchildren, brother, sister, spouse's parents, or anyone permanently residing with the employee.
 - (b) An employee shall be authorized for paid bereavement leave for up to 1-day in the event of death of an extended family member of the employee. For purposes of this paragraph "extended family member" shall be limited to uncles, aunts, cousins, nieces, nephews, and spouse's immediate family, other than a spouse's parent.
 - (c) An employee may be eligible for up to 2 days of additional paid bereavement leave for extenuating circumstances, such as for traveling long distances and making family arrangements. In addition, other special relationships may exist where the employee may be eligible for 1 day of bereavement leave. In these instances, the employee should discuss the circumstance or the relationship with the employee's immediate supervisor, who shall grant or deny such requests in light of the workload, the employee's circumstances, and other pertinent factors.
- (2) Whenever the use of bereavement leave is necessary, the employee shall provide advance notice to his or her immediate supervisor.

Jury Duty and Court-Ordered Appearances

- (1) The City encourages employees to fulfill their obligation as citizens when called to serve jury duty or to comply with a court or administrative subpoena. An employee that is required to attend jury duty or comply with a court or administrative subpoena during his or her regular working hours at the City shall be paid his or her full salary for the period of such service. An employee involved in litigation or court proceedings as a plaintiff or petitioner or who is not appearing before the court as a result of a duly issued subpoena shall not be eligible for the paid leave provided under the provisions of this policy, but may be permitted to use annual or compensatory leave time for such absences as provided in Section 6 of this Handbook.
- (2) The employee must provide a copy of the summons or subpoena to his or her immediate supervisor as soon as possible after receiving such notice.
- (3) The employee shall submit the dates and times out of the office necessitated by the employee's service required by the court.
- (4) Any employee excused by the court during his or her normal working hours shall contact his or her immediate supervisor to determine if he or she will be required to work the remainder of his or her normal work schedule.

Military Leave

- (1) The City will comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and the provisions of KRS 61.373 through 61.377 and KRS 61.394. USERRA grants military leave for employees and, in most cases, reinstatement rights regardless of whether the service is voluntary or involuntary.
- (2) As the laws change, or as interpretations of the laws change, military leave benefits for the City employees may change accordingly. No attempt is made in this policy to cover all possible situations and circumstances that may arise when an employee is ordered to active duty. Therefore, as military leave situations arise, an employee should consult with his or her immediate supervisor or the City Clerk for details regarding his or her military leave rights as a City employee.
- (3) Unless precluded by military necessity, an employee shall provide written notice to his or her immediate supervisor as soon as possible regarding the need for military leave.
- (4) In any one federal fiscal year (October 1-September 30), all permanent employees involved in military service for the United States or the Commonwealth of Kentucky are eligible to be paid their normal wages for a maximum of 21 calendar days. Any unused military leave in a federal fiscal year shall be carried over to the next year. Any unused military leave shall expire two years after it has accrued.

- (5) An employee shall be entitled to military leave without loss of time, pay, regular leave, impairment of efficiency rating, or any other employment rights or benefits to which the employee is entitled.
- (6) During periods of military leave of two years or less, the employee shall be paid a salary to supplement military compensation, so that the aggregate compensation received by the employee shall be no less than the employee's normal compensation for the period of military leave.

Section 9- Appendix and HR Forms

For All Appendix Materials See Folder Inserts

HR Form 01

HANDBOOK ACKNOWLEDGEMENT FORM

I certify that I have received a copy of the *City of Marion Employee Handbook* and have read and fully understand the contents. I have had an opportunity to ask my supervisor or the management personnel any questions that I have about the policies contained in the handbook. I understand that failure to comply with City's policies and rules may result in disciplinary action up to and including discharge.

I understand that the *City of Marion Employee Handbook* is not a contract of employment, express or implied, and that my employment is at-will, for no specific period of time and may be terminated at any time by me or the City. No officer, manager, or other representative has any authority to enter into any agreement, oral or written, for employment for any specified period of time, or to make any agreement contrary to the foregoing unless approved by action of the City Administrator, in accordance with the City budget.

I understand that the *City of Marion Employee Handbook* is a guide for common working practices and procedures for the City and that the City reserves the right to revise, terminate, or add to the *Employee Handbook* with or without notice at any time.

Employee Name

Employee Signature

Date

HR Form 04 -REPORT OF WORK-RELATED INJURY

IA-1 WORKERS COMPENSATION – FIRST REPORT OF INJURY OR ILLNESS

General	Employer (Name & Address incl. zip)				Carrier/Administrator Claim Number		Report Purpose Code									
	Jurisdiction		Jurisdiction Claim Number													
	Insured Report Number															
	Employer's Location Address (if different)				Location No.											
Sic Code		Employer FEIN						Phone No.								
Carrier/Claims Admin	Carrier (Name, Address & Phone Number)				Policy Period		Claims Admin (Name, Address & Phone Number)									
					To											
					<input type="checkbox"/> Check if self insured											
	Carrier FEIN		Policy Number or Self-Insured Number			Administrator FEIN										
Agent Name & Code Number																
Employee/Wage	Legal Name (Last, First, Middle)			Date of Birth		Social Security Number			Date Hired		State of Hire					
	Address (Incl. Zip)			Sex		Marital Status			Occupation/Job Title							
				<input type="checkbox"/> Male		<input type="checkbox"/> Unmarried/Single/Div.			Employment Status							
				<input type="checkbox"/> Female		<input type="checkbox"/> Married										
				<input type="checkbox"/> Unknown		<input type="checkbox"/> Separated										
	Phone			No. of Dependents		<input type="checkbox"/> Unknown			NCCI Class Code							
	Wage Rate		<input type="checkbox"/> Day		<input type="checkbox"/> Month		# Days Worked/WK		Full Pay for Date of Injury?		<input type="checkbox"/> Yes <input type="checkbox"/> No					
\$		<input type="checkbox"/> Week		<input type="checkbox"/> Other		# Hrs Worked per Day		Did Salary Continue?		<input type="checkbox"/> Yes <input type="checkbox"/> No						
Occurrence	Time Employee Began Work		<input type="checkbox"/> AM <input type="checkbox"/> PM		Date of Injury or Illness		Time Occurred		<input type="checkbox"/> AM <input type="checkbox"/> PM		Last Work Date		Date Employer Notified		Date Disability Began	
	Employer Contact Name/Phone Number						Type of Illness/Injury				Part of Body Affected					
	Did Injury/Illness Exposure Occur on Employer's Premises?						Yes <input type="checkbox"/> No <input type="checkbox"/>		Type of Illness/Injury Code				Part of Body Affected Code			
	Department or location where accident or illness exposure occurred						All Equipment, Materials, or Chemicals Employee was using when accident or illness exposure occurred.									
	Specific Activity the Employee was engaged in when the accident or illness exposure occurred.						Work Process the Employee Was Engaged in when accident or illness exposure occurred.									
	How injury or illness/abnormal health condition occurred. Describe the sequence of events and include any objects or substances that directly injured the employee or made the employee ill.										Cause of Injury Code					
	Date Returned to Work				If Fatal, Date of Death				Were Safeguards or Safety Equipment Provided?				<input type="checkbox"/> Yes <input type="checkbox"/> No			
									Were they used?				<input type="checkbox"/> Yes <input type="checkbox"/> No			
	Treatment	Physician/Health Care Provider (Name & Address)				Hospital (Name & Address)				Initial Treatment						
										0 <input type="checkbox"/> No Medical Treatment 1 <input type="checkbox"/> Minor: By Employer 2 <input type="checkbox"/> Minor Clinic/Hosp 3 <input type="checkbox"/> Emergency Care 4 <input type="checkbox"/> Hospitalized > 24 hr. 5 <input type="checkbox"/> Future Major Medical/Lost Time Anticipated						
Other	Witness to Accident (Name & Phone Number)															
	Date Administrator Notified			Date Prepared		Preparer's Name & Title				Preparer's Phone Number						
IA-1 (2/95)				SEE NEXT PAGE FOR IMPORTANT STATE INFORMATION/SIGNATURE												

REPRINTED WITH PERMISSION OF IAIABC

Applicable in Alaska

A person who willfully makes a false or misleading statement or representation for the purpose of obtaining or denying a benefit or payment is guilty of theft by deception.

Applicable in Arkansas

Any person or entity who willfully and knowingly makes any material false statement or representation for the purpose of obtaining any benefit or payment, or for the purpose of defeating or wrongfully decreasing any claim for benefit or payment or obtaining or avoiding worker's compensation coverage or avoiding payment of the proper insurance premium (or who aids and abets for either said purpose), under this chapter shall be guilty of a Class D. felony.

Applicable in California

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

Applicable in Connecticut

This form must be completed in its entirety. Any person who intentionally misrepresents or intentionally fails to disclose any material fact related to a claimed injury may be guilty of a felony.

Applicable in Delaware and Oklahoma

Any person who, knowingly and with intent to injure, defraud, or deceive any Insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony. The lack of such a statement shall not constitute a defense against prosecution under this section. *Delaware Statutes Regulation: Del #C Section 913(B)

Applicable in Florida

Any person who, knowingly and with intent to injure, defraud or deceive any employer or employee, insurance company or self-insured program, files any statement of claim containing any false or misleading information is guilty of a felony of the third degree.

Applicable in Idaho

Any person who Knowingly and with the intent to injure, Defraud, or Deceive any Insurance Company, Files a Statement of Claim Containing any False, Incomplete or Misleading information is Guilty of a Felony.

Applicable in Indiana

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Applicable in Kentucky and New York

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. In New York, such person shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Applicable in Michigan

Any person who knowingly and with intent to injure or defraud any insurer submits a claim containing any false, incomplete, or misleading information shall, upon conviction, be subject to imprisonment for up to one year for a misdemeanor conviction or up to ten years for a felony conviction and payment of a fine of up to \$5,000.00.

Applicable in Minnesota

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Applicable in Nevada

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

Applicable in New Hampshire

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638.20.

Applicable in New Jersey

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

Applicable in Ohio

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in Pennsylvania

Any person who knowingly and with intent to injure or defraud any insurer files a claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years or payment of a fine of up to \$50,000.

Applicable in Utah

Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.

EMPLOYEE SIGNATURE:

IA-1 (2-95)

HR Form 09

**FAMILY AND MEDICAL LEAVE ACT MEDICAL
CERTIFICATION FORM (WH 380 E, WH 380 F, WH 384, WH
385, WH 385-V)**

**ALSO EMPLOYER FORM DESIGNATION OF NOTICE
(WH 382)**

Always obtain from Department of Labor website

<http://www.dol.gov/whd/fmla/>

HR Form 10

FMLA MEDICAL UPDATE FORM

Employee Name: _____

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above is either your patient, or is requesting continuation of leave under FMLA to care for your patient. Based on the attached original Medical Certification for FMLA please advise as to any changes since the last certification was filled out by you. Answer, fully and completely, all applicable changes. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee or employee’s family member is seeking continued leave. Please be sure to sign the form on the last page.

Provider’s Name and Business Address

Type of Practice/Medical Specialty

Telephone () _____ Fax () _____

CHANGES IN MEDICAL CERTIFICATION: Identify question number in the original certification with your response.

Signature of Healthcare Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 CFR § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.**

HR Form 11

FMLA MEDICAL RELEASE TO RETURN TO WORK FORM

(To be completed by treating health care provider)

Due Date of Form

Employee Name

Position

Department

NOTE TO THE EMPLOYEE: It is the responsibility of the employee to have his or her treating physician(s) complete this form. It is the responsibility of the employee to ensure that the form is returned to the City Clerk by .

Health Care Provider Instructions

Complete this section by marking the applicable statements, providing the requested information, and sign and date where indicated. You may provide comments on a separate sheet if you need additional space. Please review the attached list of essential job functions in answering the following questions.

- a. Please review the attached list of essential job functions. Is the employee currently able to perform the essential function of his or her job?

No Yes Yes, with restrictions and/or accommodations.

- b. In reviewing the list of essential functions of the employee's job, list any medically necessary restrictions that the employee has in returning to active employment.

3. Are the medically necessary restrictions permanent or temporary? If temporary, please describe an anticipated time-line for the employee to reach maximum medical improvement.

Permanent Temporary

4. If the medical condition of the employee will change over time, please describe these changes as they relate the capability of the employee to perform the essential functions of his or her job.

5. Is there other information related to work that the City should be aware of that would assist the employee in a successful return to active employment?

Name of Health Care Provider:

Specialty:

Address:

Signature of Health Care Provider:

Date:

HR Form 12

FINANCIAL DISCLOSURE/CONFLICT OF INTEREST FORM

Purpose

Pursuant to policy adopted by the City, every Elected Official, Board Member, or employee of the City is required to complete and sign a Financial Disclosure/Conflict of Interest Statement annually or an Amended Statement any time a potential conflict of interest may arise.

Please Check One Annual Statement Amended Statement

Director/Employee Information

Name _____

Position: (check all that apply)

- City Board / Commission member
- Elected Official
- Non-elected Officer or Employee

Current Address

a. Business Address (including phone number) if other than City

b. Home Address

Occupation(s)

a. Officer/Board Member/Employee

b. Spouse of Officer/Board Member/Employee

Financial Disclosure

Please disclose, for you or any immediate family member (defined as a spouse, parent, sibling, grandparent, grandchild or child), any financial interest in any company or firm that does business with CITY, any entity that is organizationally related to CITY, or any Kentucky city. For purposes of answering this question, "financial interest" does not include any agreement, arrangement or relationship which is based on terms offered to the general public (i.e. bank accounts).

Please disclose if interest listed above is greater than or equal to five (5) percent.

Conflicts of Interest

Please disclose, for you or any immediate family member (defined as a spouse, parent, sibling, grandparent, grandchild or child), the following:

1. Any personal financial interests, direct or indirect, not listed in answer to the “Financial Disclosure” section above, that could conflict or appear to conflict with the director/employee’s duties and responsibilities to CITY or any of its related organizations.

2. Any acceptance of employment or compensation from any members (other than the city you represent as a city official), contractors, supplier or vendors.

3. Any interest in property, tangible or intangible, or any other assets or business that may constitute or cause a conflict of interest with your duties as a City employee, official or Board member.

Notice

Any employee or official who knowingly and willfully provides false, misleading or incomplete information on this form shall be subject to disciplinary action, up to and including termination. Any Board member who knowingly and willfully provides false, misleading or incomplete information on this form shall be subject to disciplinary action, up to and including removal from the Board.

Signature

Date

HR Form 15

COMPLAINT FORM

Employee Information

Name _____ Job Title: _____

Complaint Information

Date of Occurrence: _____

Have you discussed this issue with your Supervisor? Yes No

Date(s) of Discussion _____ Supervisor's Name

Issue of Complaint

List specific problem(s)/issue(s).

For clarification of the issues of your complaint, please provide statements regarding the unfavorable employment condition which is the subject of this complaint. (Describe what happened, when and where, how your employment has been affected, and indicate names of others involved. Attach any supporting documentation.)

List of persons with knowledge of problem.

My signature indicates that the information contained on this form and attachments to this form are true and factual to the best of my knowledge.

Employee's Signature

Date

Signature of City Clerk

Date Received

Signature of Executive Authority

Date Received

HR Form 21
BACKGROUND CHECK RELEASE FORM

I, give the City of Marion my permission to conduct a criminal background and / or credit check using my name and personal information.

I understand the information given and received will be kept confidential and may affect employment offering.

Full Name _____

Maiden Name (if applicable) _____

Other Former Names (list all, if applicable) _____

Birthdate ___ / ___ / _____

Social Security # _____ - _____ - _____

Driver's License #/Issuing State _____

Signature

Date

HR Form 22

DRIVER'S LICENSE BACKGROUND CHECK RELEASE FORM

Based on the fact that I will need to drive a city vehicle or my own vehicle on City business, I, _____, give the City of Marion my permission to conduct a driver's license background check using my name and personal information.

I understand the information given and received will be kept confidential and may affect employment offering. I also understand that if hired, a driver's license background check will be done on a yearly basis for as long as driving a vehicle on City business is a part of my job duties.

Full Name _____

Maiden Name (if applicable) _____

Other Former Names (list all, if applicable) _____

Birthdate ____ / ____ / _____

Social Security # _____ - _____ - _____

Driver's License #/Issuing State _____

Signature

Date

HR FORM 23
DRUG-FREE WORKPLACE POLICY ACKNOWLEDGEMENT

I. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited within the workplace of the City of Marion. (See Section (9) of the Drug and Alcohol-Free Workplace Policy contained within the Employee Handbook).

II. Employees found to be abusing drugs, but not convicted of any drug statute violation, will be subject to appropriate disciplinary action against such an employee up to and including termination or be required to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes. The employer is not required to pay for this rehabilitation.

III. Each employee is required as a condition of employment to abide by the terms of item number I; and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

IV. The city shall notify the granting agency within 10 days after receiving notice of a conviction under item number III from an employee or otherwise receiving actual notice of such conviction.

V. The city shall, within 30 days after receiving notice from an employee of a conviction pursuant to item III or IV, take appropriate disciplinary action against such employee, up to and including termination;

VI. The city also assures to make a good faith effort to continue to maintain a drug-free workplace through implementation of items I, II, III, IV and V.

CERTIFICATION AND ACKNOWLEDGEMENT

I, _____ do hereby certify that I have read and understand the City of Marion's Drug-Free Workplace Policy and have received a copy of the aforementioned policy.

Signature of Employee: _____

Dated: _____

TO: Mayor Browning & Marion City Council
DATE: March 10, 2026
FROM: Layten Croft 
RE: Treasurer's Report

The following report will reflect the projects I worked on/participated in throughout the last few weeks. If there are any questions, please contact me or Adam. Thank you.

- WWATERS Grant/Draw #4
A \$151,164.00 wire was received on 2/17/2026 for the WWATERS Draw #4. D-Port Drilling was the only vendor that received compensation with this draw.
- Leadership West Kentucky
On February 26, 2026, Leadership West KY traveled to Hopkins and Caldwell Counties where we toured local industries and the community's infrastructure projects. In Madisonville we had the opportunity to tour the new police training facility where our newest police officer, Rome Dickerson, completed his DOJT Academy training. I learned that the City of Madisonville is currently seeking a grant to move their water plant intake line from above ground over their dam to a more secure line in a more secure location. In Princeton we had the opportunity to tour Treehouse Foods and HydroGear.
- Payroll & AP
-Two payroll and accounts payable cycles were processed, with respective reports submitted to the federal and state governments. Total number of checks paid to employees (PT & FT) was sixty-four. Accounts Payable had 145 entered vouchers which combined into eighty checks.
-Employee/City deductions were submitted to the following: KPPA, Ky Withholding, Aflac, Globe Life, KY Deferred Comp and KLC Health Insurance.
- Occupational License Fees
Quarterly Payroll- To date this quarter (reflective of 2025 4Q payroll) \$285,113.07 have been processed and deposited.
Business License - Delinquent business license notices were sent out on March 2, 2026, via USPS.
Net Profit - I am currently processing the net profits I have received when I am able.
- Administrative Office of the Courts
AOC was invoiced for rent due in February in the amount of \$3,150.00 for a total of 9 days occupied. AOC was invoiced for 152 hours of city hall/court security totaling \$2,280.00.
- Employee Information
-The city hired a new employee this past month to work full-time in the Maintenance Department.
-All members of the administrative staff completed their safe drivers training and reviewed and signed off on the city's vehicle use policy. This was an extremely simple task given to us by Adam for the city to comply with KLC to have cost savings on our insurance.
-An employee has completed his probationary period and will now contribute to the retirement system alongside the city.
-Employee count was submitted to the Department of Labor for the month of February; forty-two total, fifteen of which were female.
-Three different employees were registered to take classes and test through the Energy and Environment Cabinet. One is a part-time employee renewing his Class IV water license, one is an employee who has completed his sewer training hours and will be seeking his Class I sewer license and the last is an employee who has completed his water treatment training hours and will be seeking his Class I water license.
- Tourism/ABC
Tourism - The local restaurant that was mentioned in last month's report is now compliant. The city invoiced Tourism for rent and employee costs reimbursement.
ABC - All local businesses who sell alcohol are in compliance with our local ordinance.

- Executive Order 26-02 – Adjustments to Environmental Fee's
The administrative staff (Cortny, Anna, Adam, Layten, and Melinda) alongside the Code Enforcement Officer spent a day reviewing and adjusting the environmental fee on affected accounts. The adjustments for said accounts were \$2,149.80 in total.
- Marion's Birthday Celebration
The administrative staff participated in the birthday celebration on February 23, 2026. We all helped serve the community donated treats when they entered city hall. The Crittenden County Library ever so graciously let the city borrow their fox costume for the celebration.
- Miscellaneous Finance
-Williams, Williams & Lents did an internal audit through Farmer's Bank on our Environmental Fee Fund. All funds matched. I signed confirming the funds and returned the form to their firm.
-A City of Marion certificate of deposit will mature on March 10, 2026. With the City Administrator's permission, I have asked the bank to renew with their special interest rate of 3% for a 12-month term.
- Property Tax
Delinquent property tax bills are being advertised in The Crittenden Press per KRS for three consecutive weeks and the tax bills will be up for sale on April 1, 2026.
- Water & Sewer Utilities
For the month of February total payments collected were \$159,769.30. Of that \$52,332.51 is due to the Environmental Fee fund which will be transferred to that account when I do the monthly transfers and submit the state and school taxes due on or before March 20, 2026.

CITY OF MARION, KENTUCKY
FINANCIAL STATEMENT
February 2026
Council meeting March 16, 2026

	<u>Balance Feb 1</u>	<u>Receipts</u>	<u>Expenditures</u>	<u>Balance Feb 28</u>
General Fund	\$ 2,206,670.07	\$ 301,652.13	\$ 107,381.94	\$ 2,400,940.26
Municipal Aid Fund	\$ 110,465.07	\$ 21.18	\$ -	\$ 110,486.25
LGEAF Mineral Severance	\$ 0.04	\$ -	\$ -	\$ 0.04
Operation & Maintenance Fund	\$ 266,317.15	\$ 161,103.38	\$ 180,852.44	\$ 246,568.09
Sewer Fund	\$ 809.70	\$ 40,000.00	\$ 40,602.30	\$ 207.40
*Consumer Deposits	\$ 107,986.39	\$ 1,353.23	\$ 9,907.99	\$ 99,431.63
Env. Assess. Building Fund	\$ 2,300,260.53	\$ 202,347.39	\$ 222,623.00	\$ 2,279,984.92
*1988 Sinking Fund	\$ 18,294.70	\$ 2,450.58	\$ -	\$ 20,745.28
*1993 Sinking Fund	\$ 52,144.24	\$ 2,921.62	\$ -	\$ 55,065.86
Waterline Sinking Fund	\$ 15,536.40	\$ 5,500.52	\$ -	\$ 21,036.92
*1988/93 Reserve Fund	\$ 6,423.89	\$ 0.05	\$ -	\$ 6,423.94
Sewer Project R & I	\$ 30,144.96	\$ 4,000.00	\$ -	\$ 34,144.96
Police Drug & Alcohol	\$ 8,906.93	\$ -	\$ -	\$ 8,906.93
*Revolving Loan Fund	\$ 696,490.56	\$ 133.57	\$ 10.00	\$ 696,614.13
Rest. & Motel Acct.	\$ 72,998.19	\$ 17,157.80	\$ 78,052.54	\$ 12,103.45
Alcohol Beverage Fund	\$ 83,068.05	\$ 2,014.95	\$ 7,549.17	\$ 77,533.83
Police Forfeitures	\$ 234.42	\$ -	\$ -	\$ 234.42

LOANS

1988 Loan	\$ 78,000.00
1993 Loan	\$ 223,000.00
Sewer Project A04-01	\$ -
City Hall Lease	\$ 330,000.00
Land Lease	\$ -
Main Street Waterline B10-05	\$ 528,373.32
New Sewer Plant A18-003	\$17,096,302.62

*Restricted Funds

**Semi-restricted Fund

Respectively submitted,

Layten Croft
City Treasurer

Year: 2025
 Period: February
 Period Begin: 02/01/26
 Period End: 02/28/26
 Budget Amounts: Adjusted

City of Marion
ALCOHOL BEVERAGE FUND

Account	February Actual Balance	2025 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
INCOME				
024-00110-0000 Alcohol Beverage Fee	\$8,243.31	65,482.65	\$101,100.00	\$35,617.35
024-00111-0000 Alcohol Beverage Fee - Penalty	\$0.00	0.00	\$0.00	\$0.00
024-00189-0000 Miscellaneous Income - ABC	\$0.00	0.00	\$0.00	\$0.00
TOTAL INCOME	\$8,243.31	65,482.65	\$101,100.00	\$35,617.35
EXPENSES				
024-00200-0000 Payroll- ABC	\$4,182.40	35,347.56	\$56,648.00	\$21,300.44
024-00205-0000 FICA-Tax	\$302.67	2,569.52	\$4,334.00	\$1,764.48
024-00206-0000 Retirement	\$0.00	0.00	\$11,165.00	\$11,165.00
024-00208-0000 Unemployment	\$0.00	0.00	\$0.00	\$0.00
024-00211-0000 Office Expense - ABC	\$247.89	5,518.60	\$2,000.00	(\$3,518.60)
024-00215-0000 Utilities	\$0.00	21.19	\$0.00	(\$21.19)
024-00223-0000 Travel - Others	\$17.59	804.34	\$1,000.00	\$195.66
024-00324-0000 Insurance - ABC	\$2,019.86	16,158.88	\$22,159.00	\$6,000.12
024-00252-0000 Miscellaneous Expense - ABC	\$0.00	73.80	\$2,700.00	\$2,626.20
TOTAL EXPENSE	(\$6,770.41)	(60,493.89)	(\$100,006.00)	(\$39,512.11)
NET INCOME & EXPENSE	\$1,472.90	4,988.76	\$1,094.00	(\$3,894.76)

Year: 2025
 Period: February
 Period Begin: 02/01/26
 Period End: 02/28/26
 Budget Amounts: Adjusted

City of Marion
GENERAL FUND BUDGET REPORT

Account	February Actual Balance	2025 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining	
INCOME					
001-00100-0000	Property Taxes	\$3,934.79	326,169.17	\$367,155.00	\$40,985.83
001-00101-0000	Property Taxes - Penalties	\$596.20	9,122.55	\$12,000.00	\$2,877.45
001-00102-0000	Attorney Fee - Taxes	\$0.00	0.00	\$0.00	\$0.00
001-00103-0000	Delinquent Taxes	\$0.00	0.00	\$0.00	\$0.00
001-00104-0000	Vehicle Tax	\$0.00	23,158.05	\$38,000.00	\$14,841.95
001-00105-0000	KU - Utility Franchise Tax	\$0.00	50,390.22	\$88,500.00	\$38,109.78
001-00106-0000	Cable Utility Franchise	\$1,192.94	9,543.52	\$13,500.00	\$3,956.48
001-00107-0000	Gas - Utility Franchise	\$4,297.37	9,001.94	\$15,000.00	\$5,998.06
001-00110-0000	Occupational Tax	\$2,450.00	25,306.98	\$75,000.00	\$49,693.02
001-00111-0000	Occupational Tax - Penalty	\$0.00	0.00	\$500.00	\$500.00
001-00114-0000	Payroll Tax	\$212,608.79	659,313.15	\$914,800.00	\$255,486.85
001-00115-0000	Payroll License Penalty	\$5.31	41.11	\$0.00	(\$41.11)
001-00116-0000	Court Revenue	\$0.00	5,502.15	\$7,000.00	\$1,497.85
001-00117-0000	Land Loan	\$0.00	0.00	\$0.00	\$0.00
001-00118-0000	Mowing	\$0.00	0.00	\$0.00	\$0.00
001-00119-0000	Tourism Payroll Revenue	\$0.00	44,419.38	\$86,000.00	\$41,580.62
001-00121-0000	Zoning Permits	\$36.00	232.00	\$1,500.00	\$1,268.00
001-00120-0000	Insurance Tax	\$52,604.35	213,813.21	\$225,000.00	\$11,186.79
001-00122-0000	Home Occupational Permit	\$0.00	0.00	\$0.00	\$0.00
001-00123-0000	Code Enforcements	\$0.00	1,335.00	\$3,000.00	\$1,665.00
001-00124-0000	Conditional Permit	\$0.00	150.00	\$0.00	(\$150.00)
001-00125-0000	Zoning Map Amendment	\$0.00	0.00	\$150.00	\$150.00
001-00126-0000	Variance	\$0.00	0.00	\$0.00	\$0.00
001-00127-0000	Administrative Appeals	\$0.00	0.00	\$0.00	\$0.00
001-00128-0000	Zoning Maps	\$0.00	0.00	\$0.00	\$0.00
001-00129-0000	Mfg. Housing Planning Fees	\$0.00	0.00	\$0.00	\$0.00
001-00130-0000	Sign Permits	\$10.00	20.00	\$50.00	\$30.00
001-00131-0000	Parking Fines	\$0.00	0.00	\$0.00	\$0.00
001-00133-0000	Warrant Fees	\$110.00	1,078.50	\$2,400.00	\$1,321.50
001-00134-0000	Patient Transportation	\$0.00	106.00	\$0.00	(\$106.00)
001-00135-0000	KLEFPF	\$2,640.79	18,700.89	\$26,500.00	\$7,799.11
001-00136-0000	COPS Grant Award	\$0.00	0.00	\$0.00	\$0.00
001-00137-0000	State Appropriations	\$15,000.00	15,000.00	\$10,000.00	(\$5,000.00)
001-00138-0000	Litter Abatement Fund	\$0.00	0.00	\$0.00	\$0.00
001-00140-0000	Interest - General	\$519.28	17,820.89	\$18,000.00	\$179.11
001-00141-0000	Grants	\$0.00	0.00	\$3,000.00	\$3,000.00
001-00146-0000	Firework Fee	\$0.00	0.00	\$1,000.00	\$1,000.00
001-00151-0000	Golf Cart Permits	\$25.00	225.00	\$150.00	(\$75.00)
001-00169-0000	Transfer - Insurance Account	\$0.00	0.00	\$0.00	\$0.00
001-00161-0000	Transfers	\$0.00	0.00	\$0.00	\$0.00
001-00162-0000	Rent - Income	\$8,350.00	41,801.25	\$80,000.00	\$38,198.75
001-00184-0000	Tax Comission	\$0.00	2,443.43	\$4,425.00	\$1,981.57
001-00191-0000	Bobcat Franchise	\$0.00	0.00	\$0.00	\$0.00

Account	February Actual Balance	2025 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
001-00192-0000 Interest pymt. Loan - Tourism	\$0.00	0.00	\$0.00	\$0.00
001-00182-0000 Transfer - Investments	\$0.00	0.00	\$0.00	\$0.00
001-00193-0000 Disaster Reimbursements	\$0.00	0.00	\$0.00	\$0.00
001-00189-0000 Miscellaneous Income	\$0.00	616,299.67	\$30,000.00	(\$586,299.67)
001-00194-0000 RLF - Adm. Fees	\$0.00	0.00	\$15,000.00	\$15,000.00
001-00195-0000 MCC911 Reimbursement	\$0.00	389.37	\$0.00	(\$389.37)
001-00196-0000 Sale of Property	\$0.00	0.00	\$0.00	\$0.00
001-00198-0000 Court Security - Reimb AOC	\$2,280.00	14,362.50	\$24,000.00	\$9,637.50
TOTAL INCOME	\$306,660.82	2,105,745.93	\$2,061,630.00	(\$44,115.93)

Account	February Actual Balance	2025 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining	
GENERAL & ADMINISTRATION EXPENSES					
001-00200-0000	Payroll - Administration	\$17,314.77	139,519.23	\$222,182.00	\$82,662.77
001-00201-0000	Payroll - Mayor	\$808.75	6,470.00	\$9,705.00	\$3,235.00
001-00202-0000	Payroll - Council	\$1,535.03	13,508.28	\$22,105.00	\$8,596.72
001-00203-0000	Payroll-City Attorney	\$1,166.68	9,333.44	\$11,576.00	\$2,242.56
001-00204-0000	Payroll - Janitor	\$0.00	0.00	\$0.00	\$0.00
001-00205-0000	FICA Tax	\$1,411.73	11,549.56	\$19,430.00	\$7,880.44
001-00206-0000	Retirement	\$3,657.11	25,499.03	\$43,792.00	\$18,292.97
001-00208-0000	Unemployment	\$0.00	181.14	\$0.00	(\$181.14)
001-00292-0000	Appropriation - Adult Ed. Program	\$0.00	0.00	\$0.00	\$0.00
001-00211-0000	Attorney - Legal Fees	\$0.00	0.00	\$0.00	\$0.00
001-00210-0000	Insurance	\$7,059.68	68,364.91	\$91,391.00	\$23,026.09
001-00220-0000	Travel - Mayor	\$0.00	0.00	\$2,000.00	\$2,000.00
001-00221-0000	Travel - Attorney	\$0.00	0.00	\$0.00	\$0.00
001-00222-0000	Travel - Administrator	\$0.00	4,311.19	\$3,000.00	(\$1,311.19)
001-00224-0000	Travel - Council	\$0.00	0.00	\$2,500.00	\$2,500.00
001-00223-0000	Travel - Others	\$0.00	800.00	\$2,000.00	\$1,200.00
001-00227-0000	Car Expense - Administrator	\$0.00	0.00	\$1,500.00	\$1,500.00
001-00228-0000	Car Purchase - Administrator	\$0.00	0.00	\$0.00	\$0.00
001-00231-0000	Office Utilities	\$961.69	5,451.02	\$12,000.00	\$6,548.98
001-00232-0000	Office Expense	\$265.43	2,356.36	\$4,000.00	\$1,643.64
001-00233-0000	Postage	\$0.00	2,753.66	\$3,500.00	\$746.34
001-00234-0000	Printing & Advertising	\$236.78	2,988.77	\$5,500.00	\$2,511.23
001-00235-0000	Tax Bill Expense	\$0.00	7,146.20	\$9,000.00	\$1,853.80
001-00236-0000	Computer Expense	\$1,075.00	9,115.40	\$14,400.00	\$5,284.60
001-00237-0000	Interest expense	\$0.00	0.00	\$0.00	\$0.00
001-00238-0000	Copy Machine	\$0.00	0.00	\$0.00	\$0.00
001-00240-0000	Audit Fee	\$0.00	11,410.00	\$9,200.00	(\$2,210.00)
001-00243-0000	Grounds Maintenance	\$0.00	0.00	\$0.00	\$0.00
001-00244-0000	Books & Dues - Administrator	\$0.00	232.50	\$100.00	(\$132.50)
001-00245-0000	Computer Hardware	\$0.00	0.00	\$0.00	\$0.00
001-00246-0000	Computer Software	\$0.00	0.00	\$0.00	\$0.00
001-00247-0000	Prin. Pymt. Land	\$0.00	0.00	\$0.00	\$0.00
001-00248-0000	Interest Pymt. - Land	\$0.00	0.00	\$0.00	\$0.00
001-00247-0001	Prin. Pymt. City Hall	\$0.00	45,000.00	\$0.00	(\$45,000.00)
001-00248-0001	Interest Pymt. - City Hall	\$1,001.16	9,992.48	\$0.00	(\$9,992.48)
001-00250-0000	Building Maintenance	\$163.98	2,576.29	\$25,000.00	\$22,423.71
001-00251-0000	Communications Tower	\$0.00	0.00	\$0.00	\$0.00
001-00291-0000	Purchase Railroad Property	\$0.00	0.00	\$0.00	\$0.00
001-00293-0000	Community Relations	\$0.00	0.00	\$500.00	\$500.00
001-00252-0000	Miscellaneous Expense	\$95.45	597,562.17	\$30,000.00	(\$567,562.17)
001-00253-0000	Transfers	\$0.00	0.00	\$0.00	\$0.00
001-00254-0000	City Clerks Association	\$0.00	0.00	\$0.00	\$0.00
001-00255-0000	Ordinance Codification	\$294.00	2,218.26	\$1,000.00	(\$1,218.26)
001-00284-0000	Annexation Expense	\$0.00	0.00	\$0.00	\$0.00
001-00287-0000	Transfer from Investments	\$0.00	0.00	\$0.00	\$0.00
001-00286-0000	Reimb. to Fema	\$0.00	0.00	\$0.00	\$0.00

<u>Account</u>	<u>February Actual Balance</u>	<u>2025 YTD Actual Balance</u>	<u>YTD Budget Total</u>	<u>YTD Budget Remaining</u>
TOTAL ADMIN. EXPENSE	\$37,047.24	978,339.89	\$545,381.00	(\$432,958.89)

Account		February Actual Balance	2025 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
APPROPRIATIONS					
001-00256-0000	Appropriation - Fohs Hall Community Arts	\$0.00	0.00	\$0.00	\$0.00
001-00258-0000	Appropriation - Airport Board	\$0.00	0.00	\$0.00	\$0.00
001-00257-0000	Appropriation - Airport Board Insurance	\$0.00	0.00	\$0.00	\$0.00
001-00259-0000	Approp. - KY Rural Water Assoc	\$0.00	1,155.65	\$1,200.00	\$44.35
001-00260-0000	Appropriation - Health Dept	\$0.00	0.00	\$0.00	\$0.00
001-00261-0000	Appropriation - K M L	\$0.00	1,284.00	\$1,284.00	\$0.00
001-00262-0000	Appropriation - City/County Park	\$0.00	0.00	\$0.00	\$0.00
001-00263-0000	Appropriation - City/County Park Lights	\$0.00	0.00	\$0.00	\$0.00
001-00264-0000	Appropriation - Critt. Co. Historical So	\$0.00	0.00	\$0.00	\$0.00
001-00265-0000	Appropriation - Landfill	\$0.00	0.00	\$0.00	\$0.00
001-00266-0000	Appropriation - Narcotics Task Force	\$0.00	0.00	\$0.00	\$0.00
001-00267-0000	Appropriation - DES	\$0.00	0.00	\$0.00	\$0.00
001-00268-0000	Approp. - Critt.Co. Crime Prevention	\$0.00	0.00	\$0.00	\$0.00
001-00269-0000	Approp. - Senior Citizens	\$0.00	0.00	\$600.00	\$600.00
001-00270-0000	Appropriation - West KY Corp	\$0.00	0.00	\$0.00	\$0.00
001-00271-0000	Appropriation - Chamber of Commerce	\$0.00	0.00	\$0.00	\$0.00
001-00272-0000	Approp.- I-69 Mid Continent Coalition	\$0.00	0.00	\$0.00	\$0.00
001-00273-0000	Approp.- Critt.Co. Soccer Assn.	\$0.00	0.00	\$0.00	\$0.00
001-00274-0000	Approp. - American Cancer Socieity	\$0.00	0.00	\$0.00	\$0.00
001-00275-0000	Approp. - Critt. Co. Dog Pound	\$0.00	1,500.00	\$1,500.00	\$0.00
001-00276-0000	Approp. - Community Decorations	\$0.00	0.00	\$0.00	\$0.00
001-00277-0000	Approp. - Board of Ethics	\$0.00	0.00	\$0.00	\$0.00
001-00278-0000	Approp. - Pennyrile R C & D	\$0.00	0.00	\$0.00	\$0.00
001-00279-0000	Approp. - Critt. Hospital EMS	\$0.00	0.00	\$0.00	\$0.00
001-00280-0000	Approp. - Main Street Marion, Inc	\$0.00	0.00	\$0.00	\$0.00
001-00281-0000	Approp. - Fohs Hall, Inc	\$0.00	0.00	\$0.00	\$0.00
001-00282-0000	Approp. - PADD	\$0.00	1,312.00	\$1,367.00	\$55.00
001-00283-0000	Lake George Expense	\$0.00	0.00	\$0.00	\$0.00
001-00285-0000	Appropriation - NRCS	\$0.00	0.00	\$0.00	\$0.00
001-00288-0000	Appropriation - Critt. Co Drug Coalition	\$0.00	0.00	\$0.00	\$0.00
001-00289-0000	Appropriation-Food Pantry	\$0.00	0.00	\$600.00	\$600.00
001-00290-0000	EDC Transfer	\$0.00	0.00	\$0.00	\$0.00
001-00298-0000	Appropriation - Kit League	\$0.00	0.00	\$0.00	\$0.00
001-00299-0000	Appropriation - PACS	\$0.00	0.00	\$0.00	\$0.00
001-00297-0000	Intergovernmental Transfer	\$0.00	0.00	\$0.00	\$0.00
001-00296-0000	Industrial Recruiter	\$0.00	0.00	\$0.00	\$0.00
TOTAL APPROPRIATIONS		\$0.00	5,251.65	\$6,551.00	\$1,299.35

Account		February Actual Balance	2025 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
PARK					
001-00600-0000	Payroll - Park	\$0.00	0.00	\$0.00	\$0.00
001-00601-0000	Payroll - Part time	\$0.00	0.00	\$0.00	\$0.00
001-00605-0000	FICA Tax - Park	\$0.00	0.00	\$0.00	\$0.00
001-00606-0000	Retirement	\$0.00	0.00	\$0.00	\$0.00
001-00608-0000	Unemployment - Park	\$0.00	0.00	\$25.00	\$25.00
001-00607-0000	Insurance - Park	\$0.00	1,575.96	\$0.00	(\$1,575.96)
001-00610-0000	General Maintenance - Park	\$0.00	0.00	\$0.00	\$0.00
001-00620-0000	Playground Equip - Park	\$0.00	0.00	\$0.00	\$0.00
001-00625-0000	Playground Maint.	\$0.00	0.00	\$0.00	\$0.00
001-00627-0000	Vehicle Expense	\$0.00	0.00	\$0.00	\$0.00
001-00630-0000	Park Improvements	\$0.00	0.00	\$0.00	\$0.00
001-00635-0000	Park field lighting	\$0.00	0.00	\$0.00	\$0.00
001-00690-0000	Misc Expense - Park	\$0.00	0.00	\$0.00	\$0.00
TOTAL PARK EXPENSE		\$0.00	1,575.96	\$25.00	(\$1,550.96)
LIGHT EXPENSE					
001-00700-0000	Lights	\$5,429.90	51,159.69	\$60,000.00	\$8,840.31
001-00710-0000	Light Repairs/Additions	\$0.00	0.00	\$0.00	\$0.00
TOTAL LIGHT EXPENSE		\$5,429.90	51,159.69	\$60,000.00	\$8,840.31

Account	February Actual Balance	2025 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining	
POLICE DEPARTMENT					
001-00300-0000	Payroll-Police	\$26,070.96	226,268.78	\$350,936.00	\$124,667.22
001-00302-0000	Payroll - Others	\$0.00	0.00	\$0.00	\$0.00
001-00304-0000	Police - PNT Overtime	\$0.00	0.00	\$0.00	\$0.00
001-00305-0000	FICA Tax - Police	\$1,963.25	17,060.18	\$26,847.00	\$9,786.82
001-00306-0000	Retirement - Police	\$4,854.43	41,284.01	\$69,169.00	\$27,884.99
001-00308-0000	Unemployment - Police	\$0.00	295.80	\$0.00	(\$295.80)
001-00320-0000	Clothing Allowance - Police	\$0.00	36.96	\$1,800.00	\$1,763.04
001-00321-0000	New Police Uniforms	\$0.00	128.00	\$500.00	\$372.00
001-00322-0000	Travel & Training - Police	\$0.00	871.02	\$3,000.00	\$2,128.98
001-00324-0000	Insurance - Police	\$7,769.08	80,149.77	\$99,812.00	\$19,662.23
001-00330-0000	Supplies - Police	\$165.32	1,216.49	\$2,200.00	\$983.51
001-00332-0000	Computer Expense - Police	\$125.00	875.00	\$1,000.00	\$125.00
001-00333-0000	Chairs	\$0.00	0.00	\$0.00	\$0.00
001-00335-0000	Utilities/Maint. - Police	\$1,545.51	7,271.03	\$14,000.00	\$6,728.97
001-00340-0000	Car Expense - Police	\$107.97	1,337.88	\$5,000.00	\$3,662.12
001-00341-0000	New Police Car	\$0.00	0.00	\$0.00	\$0.00
001-00345-0000	Police Car Gas	\$775.39	6,020.52	\$11,000.00	\$4,979.48
001-00347-0000	Radio Maintenance - Police	\$0.00	0.00	\$0.00	\$0.00
001-00348-0000	Radio Maint. - Rescue Squad	\$0.00	0.00	\$0.00	\$0.00
001-00365-0000	Testing	\$0.00	0.00	\$500.00	\$500.00
001-00370-0000	Light Bar - Police Car	\$0.00	0.00	\$0.00	\$0.00
001-00375-0000	Hepatitis B Expense	\$0.00	0.00	\$0.00	\$0.00
001-00371-0000	New Radio - Police	\$209.88	209.88	\$1,000.00	\$790.12
001-00374-0000	Video Camera	\$0.00	0.00	\$0.00	\$0.00
001-00373-0000	Copier	\$0.00	0.00	\$0.00	\$0.00
001-00377-0000	Weapons & Range Expense	\$0.00	35.29	\$1,000.00	\$964.71
001-00380-0000	New 911 Center	\$0.00	0.00	\$0.00	\$0.00
001-00386-0000	Security Systems - Police	\$0.00	0.00	\$0.00	\$0.00
001-00391-0000	Body Armor	\$0.00	0.00	\$2,000.00	\$2,000.00
001-00392-0000	Additional New Car Expense	\$0.00	0.00	\$0.00	\$0.00
001-00390-0000	Misc Expense - Police	\$0.00	249.48	\$1,000.00	\$750.52
TOTAL POLICE EXPENSE		\$43,586.79	383,310.09	\$590,764.00	\$207,453.91

Account	February Actual Balance	2025 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining	
STREET DEPT.					
001-00400-0000	Payroll - Street	\$3,319.14	18,544.69	\$32,105.00	\$13,560.31
001-00401-0000	Payroll - Temporary	\$0.00	0.00	\$0.00	\$0.00
001-00402-0000	Payroll - Part Time	\$0.00	0.00	\$10,000.00	\$10,000.00
001-00403-0000	Consultant	\$0.00	0.00	\$0.00	\$0.00
001-00405-0000	FICA Tax - Street	\$248.45	1,399.50	\$2,456.00	\$1,056.50
001-00406-0000	Retirement - Street	\$460.92	706.11	\$3,164.00	\$2,457.89
001-00408-0000	Unemployment - Street	\$0.00	6.37	\$0.00	(\$6.37)
001-00410-0000	Insurance- Street	\$1,433.93	12,829.60	\$29,101.00	\$16,271.40
001-00412-0000	Materials & Supplies - Street	\$601.13	6,877.66	\$25,000.00	\$18,122.34
001-00414-0000	Equipment Expense - Street	\$1,536.89	4,296.16	\$5,000.00	\$703.84
001-00415-0000	Equipment Building	\$1,026.05	1,026.05	\$3,000.00	\$1,973.95
001-00416-0000	New Truck - Street	\$0.00	0.00	\$0.00	\$0.00
001-00417-0000	DOT Compliance	\$0.00	0.00	\$0.00	\$0.00
001-00418-0000	Landfill - Street	\$209.93	3,622.88	\$500.00	(\$3,122.88)
001-00420-0000	Building Maint	\$119.99	119.99	\$1,000.00	\$880.01
001-00422-0000	Salt Spreading Equipment	\$0.00	0.00	\$0.00	\$0.00
001-00423-0000	Radio Expense - Street	\$0.00	0.00	\$0.00	\$0.00
001-00425-0000	Misc Expense - Street	\$87.00	453.67	\$1,500.00	\$1,046.33
001-00428-0000	Engineering / Survey	\$0.00	0.00	\$0.00	\$0.00
001-00431-0000	Mowing Equipment	\$0.00	740.90	\$7,000.00	\$6,259.10
001-00435-0000	Leaf Composting Expense	\$1,400.00	1,400.00	\$500.00	(\$900.00)
001-00440-0000	Tree Trimming	\$0.00	0.00	\$0.00	\$0.00
001-00445-0000	Safety Equipment	\$776.89	1,238.19	\$2,000.00	\$761.81
001-00446-0000	Storm Water Plan	\$0.00	0.00	\$0.00	\$0.00
001-00461-0000	Vehicle Expense	\$1,475.62	1,607.75	\$2,500.00	\$892.25
001-00462-0000	South Yandell/Fema	\$0.00	0.00	\$0.00	\$0.00
001-00463-0000	Scag mower	\$0.00	0.00	\$0.00	\$0.00
001-00464-0000	Country Club Drive	\$0.00	0.00	\$0.00	\$0.00
TOTAL STREET EXPENSE		\$12,695.94	54,869.52	\$124,826.00	\$69,956.48

Account	February Actual Balance	2025 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining	
FIRE DEPT. EXPENSE					
001-00500-0000	Payroll - Fire	\$282.45	2,821.62	\$4,546.00	\$1,724.38
001-00505-0000	FICA Tax - Fire	\$21.61	215.88	\$348.00	\$132.12
001-00508-0000	Unemployment - Fire	\$0.00	4.42	\$0.00	(\$4.42)
001-00520-0000	Insurance	\$521.21	2,097.17	\$14,000.00	\$11,902.83
001-00510-0000	Fire Runs	\$0.00	9,507.41	\$19,000.00	\$9,492.59
001-00511-0000	Fire School	\$0.00	0.00	\$500.00	\$500.00
001-00522-0000	Fire Equipment Expense	\$168.90	569.46	\$1,000.00	\$430.54
001-00523-0000	Fire Truck Payment	\$0.00	95,000.00	\$0.00	(\$95,000.00)
001-00524-0000	Equipment Testing	\$0.00	675.00	\$3,000.00	\$2,325.00
001-00525-0000	Materials & Supplies - Fire	\$73.16	180.96	\$1,000.00	\$819.04
001-00526-0000	Supplies - State Approp.	\$0.00	6,222.38	\$11,000.00	\$4,777.62
001-00527-0000	Building Maintenance	\$893.00	893.00	\$750.00	(\$143.00)
001-00528-0000	Radio Expense - Fire	\$0.00	1,700.00	\$250.00	(\$1,450.00)
001-00529-0000	New Radios	\$0.00	0.00	\$0.00	\$0.00
001-00530-0000	Utilities - Fire	\$1,333.28	7,158.64	\$9,000.00	\$1,841.36
001-00539-0000	Travel & Training	\$0.00	0.00	\$500.00	\$500.00
001-00540-0000	Miscellaneous Expense - Fire	\$0.00	56.32	\$2,000.00	\$1,943.68
001-00542-0000	Computer Expense	\$0.00	0.00	\$600.00	\$600.00
001-00550-0000	Training Materials & Public Relations	\$0.00	0.00	\$0.00	\$0.00
001-00586-0000	Security Systems	\$0.00	0.00	\$0.00	\$0.00
001-00588-0000	Fire Station Loan Payment	\$0.00	0.00	\$0.00	\$0.00
001-00589-0000	Fire Station Sinking Fund	\$0.00	0.00	\$0.00	\$0.00
TOTAL FIRE EXPENSE		\$3,293.61	127,102.26	\$67,494.00	(\$59,608.26)

<u>Account</u>	<u>February Actual Balance</u>	<u>2025 YTD Actual Balance</u>	<u>YTD Budget Total</u>	<u>YTD Budget Remaining</u>	
E911 EXPENSES					
001-00301-0001	Payroll - Dispatcher - E911	\$0.00	0.00	\$0.00	\$0.00
001-00305-0001	FICA Tax - E911	\$0.00	0.00	\$0.00	\$0.00
001-00306-0001	Retirement - E911	\$0.00	0.00	\$0.00	\$0.00
001-00308-0001	Unemployment - Dispatch	\$0.00	0.00	\$0.00	\$0.00
001-00322-0001	Travel & Training - E911	\$0.00	0.00	\$0.00	\$0.00
001-00324-0001	Insurance - E911	\$0.00	0.00	\$0.00	\$0.00
001-00330-0001	Supplies - E911	\$0.00	0.00	\$0.00	\$0.00
001-00332-0001	Computer Expense - E911	\$0.00	0.00	\$0.00	\$0.00
001-00335-0001	Utilities - E911	\$0.00	0.00	\$0.00	\$0.00
001-00365-0001	Testing	\$0.00	0.00	\$0.00	\$0.00
001-00378-0001	911 Expense	\$0.00	0.00	\$0.00	\$0.00
001-00379-0001	Recorder Maintenance - E911	\$0.00	0.00	\$0.00	\$0.00
001-00390-0001	Misc. Expense - E911	\$0.00	0.00	\$0.00	\$0.00
<hr/>					
TOTAL E911 EXPENSES		\$0.00	0.00	\$0.00	\$0.00

Account	February Actual Balance	2025 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining	
PLANNING & ZONING EXPENSE					
001-00800-0000	Payroll	\$2,380.00	20,451.00	\$20,000.00	(\$451.00)
001-00801-0000	Attorney Retainer	\$0.00	0.00	\$0.00	\$0.00
001-00802-0000	Payroll - Commissioners	\$498.90	3,991.20	\$5,988.00	\$1,996.80
001-00803-0000	Payroll - Brd. of Adjustments	\$249.45	1,995.60	\$2,994.00	\$998.40
001-00804-0000	Code Enforcement Board	\$332.60	2,993.40	\$2,994.00	\$0.60
001-00805-0000	FICA Tax	\$264.88	2,252.47	\$2,446.00	\$193.53
001-00806-0000	Retirement	\$15.48	123.84	\$0.00	(\$123.84)
001-00808-0000	Unemployment	\$0.00	20.56	\$0.00	(\$20.56)
001-00810-0000	Insurance	\$1,433.93	10,037.51	\$0.00	(\$10,037.51)
001-00814-0000	Building Inspector	\$0.00	0.00	\$5,000.00	\$5,000.00
001-00815-0000	Professional Fees	\$0.00	0.00	\$0.00	\$0.00
001-00816-0000	Code Enforcement	\$0.00	50.00	\$500.00	\$450.00
001-00820-0000	Legal Fees	\$0.00	0.00	\$500.00	\$500.00
001-00825-0000	Office Expense	\$102.65	1,811.90	\$200.00	(\$1,611.90)
001-00826-0000	Nuisance Abatement	\$0.00	0.00	\$5,000.00	\$5,000.00
001-00827-0000	Vehicle Expense	\$0.00	0.00	\$200.00	\$200.00
001-00830-0000	Postage	\$0.00	100.00	\$200.00	\$100.00
001-00835-0000	Advert. & Printing	\$0.00	0.00	\$200.00	\$200.00
001-00837-0000	Signs	\$0.00	0.00	\$0.00	\$0.00
001-00840-0000	Training & Travel	\$0.00	0.00	\$500.00	\$500.00
001-00845-0000	Education & training	\$0.00	0.00	\$500.00	\$500.00
001-00850-0000	KY Planning Assoc. Dues	\$0.00	0.00	\$150.00	\$150.00
001-00860-0000	Subscriptions	\$0.00	0.00	\$0.00	\$0.00
001-00870-0000	Wireless Internet Project	\$0.00	0.00	\$0.00	\$0.00
001-00895-0000	Miscellaneous Expense	\$0.00	0.00	\$1,200.00	\$1,200.00
TOTAL PLANNING & ZONING EXPENSES		\$5,277.89	43,827.48	\$48,572.00	\$4,744.52
TOTAL EXPENSES		(\$107,331.37)	(1,645,436.54)	(\$1,443,613.00)	\$201,823.54
NET INCOME & EXPENSE		\$199,329.45	460,309.39	\$618,017.00	\$157,707.61

Year: 2025
 Period: February
 Period Begin: 02/01/26
 Period End: 02/28/26
 Budget Amounts: Adjusted

City of Marion
LGEA FUND BUDGET REPORT

Account	February Actual Balance	2025 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
INCOME				
005-00119-0000 Mineral Severance Tax	\$0.00	0.00	\$0.00	\$0.00
005-00120-0000 Coal Severance Tax	\$0.00	0.00	\$0.00	\$0.00
005-00122-0000 Interest Income-Mineral	\$0.00	0.28	\$3.00	\$2.72
005-00123-0000 Interest Income-Coal	\$0.00	0.00	\$0.00	\$0.00
005-00125-0000 Fund Balance Transfer	\$0.00	0.00	\$0.00	\$0.00
TOTAL INCOME	\$0.00	0.28	\$3.00	\$2.72
EXPENSE				
005-00219-0000 Public Transportation Projects (LGEA)	\$0.00	0.00	\$0.00	\$0.00
005-00220-0000 Other Eligible Expenditures	\$0.00	0.00	\$0.00	\$0.00
005-00221-0000 Communications Tower	\$0.00	0.00	\$0.00	\$0.00
005-00222-0000 Skate Park	\$0.00	0.00	\$0.00	\$0.00
005-00290-0000 Fountain Project (LGEA)	\$0.00	0.00	\$0.00	\$0.00
005-00292-0000 Audit Fee (LGEA)	\$0.00	227.00	\$2,000.00	\$1,773.00
TOTAL EXPENSE	\$0.00	227.00	\$2,000.00	\$1,773.00
NET INCOME & EXPENSE	\$0.00	(226.72)	(\$1,997.00)	(\$1,770.28)

Year: 2025
 Period: February
 Period Begin: 02/01/26
 Period End: 02/28/26
 Budget Amounts: Adjusted

City of Marion
MUNICIPAL AID BUDGET REPORT

Account	February Actual Balance	2025 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
INCOME				
005-00110-0000 Sidewalk reimbursement	\$0.00	0.00	\$0.00	\$0.00
005-00111-0000 Other Revenues	\$0.00	0.00	\$0.00	\$0.00
005-00116-0000 Government Payments-Municipal Aid	\$0.00	46,424.00	\$103,971.00	\$57,547.00
005-00121-0000 Interest Income-Municipal Aid	\$21.18	298.74	\$500.00	\$201.26
005-00124-0000 Fund Balance Transfer (Municipal)	\$0.00	0.00	\$0.00	\$0.00
005-00126-0000 State Income - Fords Ferry Project	\$0.00	0.00	\$0.00	\$0.00
TOTAL INCOME	\$21.18	46,722.74	\$104,471.00	\$57,748.26
EXPENSES				
005-00217-0000 Public Transportation Projects (Mun)	\$0.00	152,823.23	\$68,666.64	(\$84,156.59)
005-00218-0000 Materials & Supplies	\$0.00	0.00	\$0.00	\$0.00
005-00287-0000 Transfer to Street Scape	\$0.00	0.00	\$0.00	\$0.00
005-00288-0000 Transfers	\$0.00	0.00	\$0.00	\$0.00
005-00223-0000 Fords Ferry project	\$0.00	0.00	\$0.00	\$0.00
005-00224-0000 Chapel Road Intersection	\$0.00	0.00	\$0.00	\$0.00
005-00225-0000 Country Club Drive	\$0.00	0.00	\$0.00	\$0.00
005-00289-0000 Sidewalk Replacement	\$0.00	0.00	\$0.00	\$0.00
005-00291-0000 Audit Fee (Mun)	\$0.00	3,273.00	\$1,425.00	(\$1,848.00)
TOTAL EXPENSE	\$0.00	156,096.23	\$70,091.64	(\$86,004.59)
NET INCOME & EPENSE	\$21.18	(109,373.49)	\$34,379.36	\$143,752.85

Year: 2025
 Period: February
 Period Begin: 02/01/26
 Period End: 02/28/26
 Budget Amounts: Adjusted

City of Marion
RESTAURANT & MOTEL BUDGET

Account	February Actual Balance	2025 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
INCOME				
014-00100-0000 Restaurant Tax	\$8,977.33	240,613.63	\$295,000.00	\$54,386.37
014-00101-0000 Restaurant Tax - Penalty	\$0.00	0.00	\$0.00	\$0.00
014-00120-0000 Motel Tax	\$383.67	1,488.31	\$1,600.00	\$111.69
014-00121-0000 Motel Tax - Penalty	\$0.00	0.00	\$0.00	\$0.00
014-00160-0000 Miscellaneous Income	\$0.00	0.00	\$0.00	\$0.00
014-00170-0000 Interest Income	\$7.25	52.86	\$60.00	\$7.14
TOTAL INCOME	\$9,368.25	242,154.80	\$296,660.00	\$54,505.20
EXPENSE				
014-00200-0000 Tourism Commission Fee	\$78,052.54	238,504.43	\$290,575.00	\$52,070.57
014-00205-0000 City of Marion Commission	\$1,188.62	3,632.05	\$4,425.00	\$792.95
014-00210-0000 Printing & Advertising	\$0.00	274.00	\$0.00	(\$274.00)
014-00253-0000 Transfers	\$0.00	0.00	\$0.00	\$0.00
014-00280-0000 Miscellaneous Expense	\$0.00	0.00	\$0.00	\$0.00
TOTAL EXPENSE	\$79,241.16	242,410.48	\$295,000.00	\$52,589.52
NET INCOME & EXPENSE	(\$69,872.91)	(255.68)	\$1,660.00	\$1,915.68

Year: 2025
 Period: February
 Period Begin: 02/01/26
 Period End: 02/28/26
 Budget Amounts: Adjusted

City of Marion
WATER & SEWER BUDGET REPORT

Account	February Actual Balance	2025 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
WATER INCOME				
002-00104-0000 Water Sales	\$80,559.61	611,105.95	\$845,833.00	\$234,727.05
002-00105-0000 Bulk - Sales	\$0.00	0.00	\$0.00	\$0.00
002-00106-0000 Water Taps	\$0.00	0.00	\$600.00	\$600.00
002-00107-0000 Service Charges	\$330.00	4,270.00	\$7,000.00	\$2,730.00
002-00111-0000 Penalty	\$1,498.03	10,946.08	\$15,000.00	\$4,053.92
002-00110-0000 Other Revenues	\$0.00	158,911.93	\$1,894,467.00	\$1,735,555.07
002-00112-0000 KU Revenue	\$0.00	0.00	\$0.00	\$0.00
002-00071-0000 Sales Tax	(\$477.88)	(339.50)	\$700.00	\$1,039.50
002-00073-0000 School Tax	\$197.79	889.88	\$1,000.00	\$110.12
002-00119-0000 Transfers	\$0.00	0.00	\$0.00	\$0.00
002-00120-0000 Water Enhancements	\$0.00	0.00	\$0.00	\$0.00
002-00129-0000 Interest-Water & Sewer Collection	\$137.07	7,259.53	\$3,000.00	(\$4,259.53)
002-00130-0000 Interest - Operation & Maintenance	\$0.00	0.00	\$0.00	\$0.00
002-00140-0000 surplus	\$0.00	0.00	\$0.00	\$0.00
002-00240-0000 Cash-Over & Short	\$0.00	0.00	\$0.00	\$0.00
TOTAL WATER INCOME	\$82,244.62	793,043.87	\$2,767,600.00	\$1,974,556.13
SEWER INCOME				
007-00108-0000 Sewer Sales	\$36,578.10	276,287.38	\$624,718.00	\$348,430.62
007-00109-0000 Sewer Taps	\$0.00	0.00	\$600.00	\$600.00
007-00110-0000 Other Revenues	\$0.00	469,159.07	\$1,000.00	(\$468,159.07)
007-00111-0000 Penalty	\$0.00	0.00	\$0.00	\$0.00
007-00112-0000 Loan Proceeds - Phase 1	\$0.00	0.00	\$5,000,000.00	\$5,000,000.00
007-00129-0000 Interest-Water & Sewer Collection	\$356.20	2,548.91	\$2,500.00	(\$48.91)
007-00113-0000 Environmental Assessment	\$56,924.06	456,949.15	\$737,000.00	\$280,050.85
TOTAL SEWER INCOME	\$93,858.36	1,204,944.51	\$6,365,818.00	\$5,160,873.49
TOTAL INCOME	\$176,102.98	1,997,988.38	\$9,133,418.00	\$7,135,429.62

Account	February Actual Balance	2025 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining	
GENERAL & ADMINISTRATIVE EXPENSES					
002-00200-0000	Payroll-Office	\$0.00	0.00	\$0.00	\$0.00
002-00205-0000	FICA-Tax	\$0.00	0.00	\$0.00	\$0.00
002-00206-0000	Retirement	\$0.00	0.00	\$0.00	\$0.00
002-00208-0000	Unemployment	\$0.00	0.00	\$0.00	\$0.00
002-00210-0000	Insurance	\$0.00	5,795.60	\$13,542.00	\$7,746.40
002-00211-0000	Office Expense	\$135.25	641.27	\$1,500.00	\$858.73
002-00216-0000	Postage	\$0.00	841.17	\$6,500.00	\$5,658.83
002-00212-0000	Printing & Advertising	\$184.78	407.98	\$1,200.00	\$792.02
002-00215-0000	Office Utilities	\$116.27	895.21	\$1,500.00	\$604.79
002-00218-0000	Handheld Computer & Etc.	\$0.00	0.00	\$0.00	\$0.00
002-00222-0000	Legal Fees	\$0.00	0.00	\$0.00	\$0.00
002-00226-0000	Travel & Training	\$229.00	1,484.43	\$1,200.00	(\$284.43)
002-00214-0000	Computer Expense	\$2,690.36	13,689.68	\$32,500.00	\$18,810.32
002-00225-0000	Audit Fee	\$0.00	4,675.00	\$7,100.00	\$2,425.00
002-00253-0000	Transfers	\$0.00	0.00	\$0.00	\$0.00
002-00290-0000	Bad Debt - Water	\$0.00	0.00	\$0.00	\$0.00
002-00224-0000	Miscellaneous Expense	\$114.15	970.29	\$2,500.00	\$1,529.71
002-00292-0000	Water Supply Study	\$0.00	0.00	\$0.00	\$0.00
TOTAL WATER ADMINISTRATION		\$3,469.81	29,400.63	\$67,542.00	\$38,141.37
007-00200-0000	Payroll-Office	\$7,404.37	44,317.32	\$90,792.00	\$46,474.68
007-00205-0000	FICA-Tax	\$539.32	3,248.41	\$6,946.00	\$3,697.59
007-00206-0000	Retirement	\$589.94	5,014.49	\$17,895.00	\$12,880.51
007-00209-0000	Attorney's Fees	\$0.00	0.00	\$0.00	\$0.00
007-00210-0000	Insurance	\$3,720.11	32,762.59	\$44,317.00	\$11,554.41
007-00211-0000	Office Expense	\$0.00	355.67	\$1,500.00	\$1,144.33
007-00212-0000	Printing & Advertising	\$0.00	130.20	\$700.00	\$569.80
007-00214-0000	Computer Expense	\$0.00	8,290.37	\$32,500.00	\$24,209.63
007-00215-0000	Office Utilities	\$0.00	0.00	\$0.00	\$0.00
007-00216-0000	Postage	\$0.00	841.16	\$6,000.00	\$5,158.84
007-00225-0000	Audit Fee	\$0.00	7,200.00	\$6,500.00	(\$700.00)
007-00226-0000	Travel & Training	\$0.00	0.00	\$0.00	\$0.00
007-00224-0000	Miscellaneous Expense	\$0.00	0.00	\$1,000.00	\$1,000.00
007-00253-0000	Transfers	\$0.00	0.00	\$0.00	\$0.00
007-00291-0000	Bad Debt	\$0.00	0.00	\$400.00	\$400.00
007-00293-0000	Land Purchase	\$0.00	0.00	\$0.00	\$0.00
TOTAL SEWER ADMINISTRATION		\$12,253.74	102,160.21	\$208,550.00	\$106,389.79
TOTAL WATER & SEWER ADMIN.		(\$15,723.55)	(131,560.84)	(\$276,092.00)	(\$144,531.16)

<u>Account</u>		<u>February Actual Balance</u>	<u>2025 YTD Actual Balance</u>	<u>YTD Budget Total</u>	<u>YTD Budget Remaining</u>
DEBT PAYMENTS					
002-00227-0000	1988 Bond Payment	\$0.00	0.00	\$24,000.00	\$24,000.00
002-00228-0000	1988 Bond Interest Payment	\$0.00	0.00	\$5,100.00	\$5,100.00
002-00229-0000	1969 Bond Payment	\$0.00	0.00	\$0.00	\$0.00
002-00230-0000	1969 Interest Payment	\$0.00	0.00	\$0.00	\$0.00
007-00232-0000	1993 Bond Payment	\$0.00	0.00	\$22,000.00	\$22,000.00
007-00233-0000	1993 Bond Interest	\$0.00	0.00	\$11,025.00	\$11,025.00
007-00234-0000	New Sewer Plant Note Pymt	\$0.00	0.00	\$566,619.00	\$566,619.00
007-00235-0000	New Sewer Plant Interest Pymt	\$0.00	59,809.94	\$117,909.00	\$58,099.06
002-00236-0000	KIA Repl & Imp.Fund	\$0.00	0.00	\$0.00	\$0.00
002-00238-0000	Note Payment Waterline Project	\$0.00	0.00	\$59,564.00	\$59,564.00
002-00239-0000	Interest - Waterline Project	\$0.00	0.00	\$6,519.00	\$6,519.00
002-00249-0000	2004 KADD Auto Meter Reader Note Payment	\$0.00	0.00	\$0.00	\$0.00
002-00251-0000	2004 KADD Auto Meter Read Interest	\$0.00	0.00	\$0.00	\$0.00
002-00255-0000	1969 Repl. & Improv. Account	\$0.00	0.00	\$0.00	\$0.00
007-00256-0000	KIA Maint & Improv. Account	\$0.00	0.00	\$0.00	\$0.00
007-00260-0000	KIA Sewer Project R & I	\$0.00	0.00	\$0.00	\$0.00
007-00239-0000	Note Payment- Sewer Project	\$0.00	0.00	\$22,777.00	\$22,777.00
007-00238-0000	Interest Payment-Sewer Project	\$0.00	0.00	\$137.00	\$137.00
TOTAL DEBT PAYMENTS		\$0.00	59,809.94	\$835,650.00	\$775,840.06

Account	February Actual Balance	2025 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining	
WATER PLANT EXPENSE					
002-00300-0000	Payroll-Water Plant	\$12,871.90	98,770.71	\$136,555.00	\$37,784.29
002-00305-0000	FICA Tax	\$979.74	7,516.39	\$10,446.00	\$2,929.61
002-00306-0000	Retirement	\$2,229.73	17,269.49	\$26,915.00	\$9,645.51
002-00308-0000	Unemployment	\$0.00	116.57	\$0.00	(\$116.57)
002-00310-0000	Insurance	\$4,301.79	37,236.30	\$65,577.00	\$28,340.70
002-00340-0000	Chemicals - Water Plant	\$9,732.11	65,906.27	\$92,000.00	\$26,093.73
002-00345-0000	Utilities - Water Plant	\$4,642.77	26,319.68	\$52,000.00	\$25,680.32
002-00350-0000	Supplies & Miscellaneous Expense - Water	\$175.79	1,528.54	\$3,000.00	\$1,471.46
002-00355-0000	Service By Others - Water Plant	\$0.00	19,896.37	\$1,894,497.00	\$1,874,600.63
002-00360-0000	Lab Analysis	\$583.30	4,842.20	\$8,000.00	\$3,157.80
002-00358-0000	Lab Equipment - Water Plant	\$0.00	320.25	\$3,000.00	\$2,679.75
002-00361-0000	Vehicle Expenses - Water Plant	\$169.82	2,249.21	\$3,000.00	\$750.79
002-00362-0000	Truck Purchase	\$0.00	0.00	\$0.00	\$0.00
002-00364-0000	Equipment Expense Water Plt.	\$0.00	265.61	\$5,000.00	\$4,734.39
002-00371-0000	Maintenance Tools	\$0.00	0.00	\$250.00	\$250.00
002-00372-0000	Water Plant Fence	\$0.00	0.00	\$0.00	\$0.00
002-00378-0000	Rebuild High Service Pump Valves	\$0.00	0.00	\$0.00	\$0.00
002-00382-0000	Hydro-Stop Valve Machine	\$0.00	0.00	\$0.00	\$0.00
002-00383-0000	New filter layer	\$0.00	0.00	\$0.00	\$0.00
002-00385-0000	WTP Upgrades	\$455.00	455.00	\$10,000.00	\$9,545.00
002-00386-0000	Water from Critt-Liv	\$7,167.64	34,355.32	\$0.00	(\$34,355.32)
002-00390-0000	Maintenance - Water Plant	\$80.00	914.46	\$1,000.00	\$85.54
002-00392-0000	Marion Water Treatment Upgrades -700,000	\$0.00	0.00	\$0.00	\$0.00
002-00393-0000	Sludge Removal	\$0.00	5,772.62	\$15,000.00	\$9,227.38
002-00394-0000	Turbidity Meter	\$0.00	0.00	\$0.00	\$0.00
002-00395-0000	Calibrate Flow Meters	\$0.00	3,366.77	\$3,000.00	(\$366.77)
002-00396-0000	New Building to House Chemicals	\$0.00	0.00	\$0.00	\$0.00
002-00397-0000	Auto Flush Hydrants at Sample Sites	\$0.00	0.00	\$0.00	\$0.00
002-00398-0000	Engineering	\$0.00	0.00	\$0.00	\$0.00
TOTAL WATER PLANT		\$43,389.59	327,101.76	\$2,329,240.00	\$2,002,138.24

Account	February Actual Balance	2025 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining	
SEWER PLANT EXPENSES					
007-00400-0000	Payroll	\$6,704.70	72,722.16	\$52,093.00	(\$20,629.16)
007-00405-0000	FICA Tax	\$509.72	5,433.03	\$3,985.00	(\$1,448.03)
007-00406-0000	Retirement	\$2,037.18	16,742.09	\$10,268.00	(\$6,474.09)
007-00408-0000	Unemployment	\$0.00	90.92	\$0.00	(\$90.92)
007-00410-0000	Insurance	\$2,867.86	61,858.68	\$38,347.00	(\$23,511.68)
007-00430-0000	Chemicals - Sewer Plant	\$0.00	13,514.52	\$38,000.00	\$24,485.48
007-00435-0000	Utilities - Sewer Plant	\$7,310.03	55,674.90	\$125,000.00	\$69,325.10
007-00440-0000	Supplies & Miscellaneous Expense - Sewer	\$305.56	2,506.38	\$3,000.00	\$493.62
007-00445-0000	Sludge Expense	\$0.00	0.00	\$0.00	\$0.00
007-00447-0000	Vehicle Expense - Sewer Plant	\$271.70	1,335.30	\$2,000.00	\$664.70
007-00450-0000	Service By Others - Sewer Plant	\$0.00	20,036.10	\$5,000.00	(\$15,036.10)
007-00452-0000	Breathing Appartus	\$0.00	0.00	\$0.00	\$0.00
007-00453-0000	Facilities Plan	\$0.00	0.00	\$0.00	\$0.00
007-00458-0000	Lab Equipment - Sewer Plant	\$0.00	214.11	\$500.00	\$285.89
007-00460-0000	Lab Analysis	\$3,184.00	27,725.20	\$33,000.00	\$5,274.80
007-00465-0000	PH Meter - Sewer Plant	\$0.00	0.00	\$0.00	\$0.00
007-00482-0000	Sewer Improvements	\$0.00	0.00	\$0.00	\$0.00
007-00480-0000	Lift Station Repairs	\$23.46	9,419.72	\$10,000.00	\$580.28
007-00485-0000	Maintenance Tools	\$0.00	0.00	\$500.00	\$500.00
007-00490-0000	Plant Maintenance - Sewer Plant	\$0.00	964.56	\$500.00	(\$464.56)
007-00492-0000	New Roof	\$0.00	0.00	\$0.00	\$0.00
007-00493-0000	Pump for Aerator	\$0.00	0.00	\$0.00	\$0.00
007-00494-0000	Engineering for New Sewer Plant	\$0.00	0.00	\$0.00	\$0.00
007-00495-0000	New Sewer Plant	\$0.00	20.00	\$5,000,000.00	\$4,999,980.00
007-00496-0000	New Lift Station Pump	\$0.00	0.00	\$0.00	\$0.00
007-00497-0000	New Lift Station Controller	\$0.00	0.00	\$0.00	\$0.00
007-00498-0000	Contract Services	\$0.00	0.00	\$0.00	\$0.00
007-00499-0000	Bad Debt Env. Fee Expense	\$0.00	0.00	\$0.00	\$0.00
TOTAL SEWER PLANT EXPENSE		\$23,214.21	288,257.67	\$5,322,193.00	\$5,033,935.33

Account	February Actual Balance	2025 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining	
MAINTENANCE					
002-00500-0000	Payroll	\$2,655.00	19,109.66	\$33,605.00	\$14,495.34
002-00503-0000	Consultant	\$0.00	0.00	\$0.00	\$0.00
002-00505-0000	FICA Tax	\$196.06	1,433.66	\$2,571.00	\$1,137.34
002-00506-0000	Retirement	\$229.03	229.03	\$6,624.00	\$6,394.97
002-00508-0000	Unemployment	\$0.00	0.00	\$0.00	\$0.00
002-00510-0000	Insurance	\$0.00	7,089.23	\$24,264.00	\$17,174.77
002-00520-0000	Inventory Materials	\$11,909.01	35,452.68	\$25,000.00	(\$10,452.68)
002-00535-0000	Materials - Supplies	\$5,280.05	6,463.70	\$6,000.00	(\$463.70)
002-00540-0000	Equipment Expense	\$501.70	2,879.25	\$10,000.00	\$7,120.75
002-00548-0000	Office Expense	\$0.00	0.00	\$0.00	\$0.00
002-00550-0000	Utilities - Maint Shop	\$0.00	581.13	\$2,400.00	\$1,818.87
002-00555-0000	Service By Others - Maintenance	\$4,300.00	10,400.00	\$8,000.00	(\$2,400.00)
002-00561-0000	Vehicle Expense	\$41.03	179.54	\$2,000.00	\$1,820.46
002-00579-0000	Distribution Bac-T Testing	\$0.00	0.00	\$0.00	\$0.00
002-00560-0000	Maintenance - Shop Building Repairs	\$0.00	1,040.00	\$500.00	(\$540.00)
002-00563-0000	Radio Expense	\$0.00	0.00	\$0.00	\$0.00
002-00568-0000	Case Super M Backhoe	\$0.00	0.00	\$0.00	\$0.00
002-00590-0000	Other Expenses	\$0.00	812.51	\$1,000.00	\$187.49
002-00596-0000	Booster Pump Briarwood	\$0.00	0.00	\$0.00	\$0.00
007-00114-0000	N/P Farmers	\$0.00	0.00	\$0.00	\$0.00
007-00140-0000	Kentucky Emergency Man - REIMB	\$0.00	0.00	\$0.00	\$0.00
007-00152-0000	Grant Funds - Federal	\$0.00	984,442.10	\$0.00	(\$984,442.10)
007-00591-0000	Lake George	\$0.00	0.00	\$0.00	\$0.00
TOTAL WATER MAINTENANCE		\$25,111.88	(898,771.71)	\$121,964.00	\$1,020,735.71
007-00500-0000	Payroll - Sewer Maint.	\$2,490.00	19,980.50	\$37,105.00	\$17,124.50
007-00505-0000	FICA Tax	\$190.49	1,283.90	\$2,839.00	\$1,555.10
007-00506-0000	Retirement	\$0.00	0.00	\$7,313.00	\$7,313.00
007-00508-0000	Unemployment	\$0.00	30.73	\$0.00	(\$30.73)
007-00510-0000	Insurance	\$1,433.93	4,369.29	\$17,045.00	\$12,675.71
007-00520-0000	Inventory Materials	\$0.00	0.00	\$2,000.00	\$2,000.00
007-00535-0000	Materials - Supplies	\$40.76	663.95	\$4,000.00	\$3,336.05
007-00540-0000	Equipment Expense	\$0.00	8,893.87	\$10,000.00	\$1,106.13
007-00550-0000	Utilities - Maint Shop	\$964.18	4,844.41	\$8,000.00	\$3,155.59
007-00555-0000	Service By Others - Sewer Maintenance	\$0.00	767.18	\$1,500.00	\$732.82
007-00563-0000	Sewer Treatment Project	\$0.00	0.00	\$0.00	\$0.00
007-00560-0000	Sewer Maint. - Building Repairs	\$0.00	117.98	\$0.00	(\$117.98)
007-00567-0000	Pick-up Truck	\$0.00	0.00	\$0.00	\$0.00
007-00569-0000	Gas Detector/Related Equip.	\$0.00	0.00	\$0.00	\$0.00
007-00571-0000	Maintenance	\$0.00	0.00	\$500.00	\$500.00
007-00582-0000	Sewer Improvements Rudd-Hart	\$0.00	0.00	\$0.00	\$0.00
007-00583-0000	Sewer Extension U.S. 60	\$0.00	0.00	\$0.00	\$0.00
007-00584-0000	Repairs due to Sewer Damage	\$0.00	0.00	\$0.00	\$0.00
007-00585-0000	Miscellaneous	\$14.99	103.77	\$500.00	\$396.23
007-00592-0000	E/One Pump	\$0.00	0.00	\$0.00	\$0.00

<u>Account</u>	<u>February Actual Balance</u>	<u>2025 YTD Actual Balance</u>	<u>YTD Budget Total</u>	<u>YTD Budget Remaining</u>
TOTAL SEWER MAINTENANCE	\$5,134.35	41,055.58	\$90,802.00	\$49,746.42
TOTAL WATER & SEWER EXPENSE	(\$112,573.58)	50,985.92	(\$8,975,941.00)	(\$9,026,926.92)
TOTAL NET INCOME	\$63,529.40	2,048,974.30	\$157,477.00	(\$1,891,497.30)

TO: Marion City Council
DATE: March 16, 2026
FROM: Adam Ledford
RE: City Administrator's Report

1. 2025-26 Year to Date Budget

These numbers represent the modifications proposed in the budget amendment under consideration for approval tonight.

General Fund

- Overall GF revenues are at 78.39% (2,105,743) through 66.7% of the year. A few notes on revenue:
 - Property Taxes currently has collected 88.84% of updated projects (\$326,169)
 - As previously reported, Occupational Fee is only 31.63% (\$25,307) of the adjusted plan, however, this is a fund typically receiving the bulk of collection in the 4th quarter.
 - Payroll Fees are at 72.07% (\$659,313) of the adjusted plan.
 - Insurance Fees are at 85.53% (\$213,813) of the adjusted plan.
 - Rent Income of \$41,801 is roughly 64.31% of the adjusted plan.
- Overall GF expenses are at \$1,645,434 which is roughly 65.89% of the adjusted plan. A few notes on expenses:
 - Administration is at 76.52% of the adjusted plan. As the roughly \$640,000 miscellaneous expenses already realized is leveled out against the remaining budget, this will result in a program more in line with the adjusted plan. \$596,403 of that line item was a realized passthrough recommended by the auditor and has no bearing on O&M operations nor does it impact fund bottom line. If removed from consideration, the Administration Department is running at roughly 56% of plan for the year, which is well below expectations.
 - Appropriation is at 80.17% of the adjusted plan. It is a small budget based on one-time annual expenditures which have almost entirely been realized for the year. This budget is anticipated not to expect the adjusted plan.
 - Fire Department is at 77.5% of the adjusted plan. This is directly related to already realizing the main budgetary expense for the year during the truck purchase. The budget is expected to gradually level out within the adjusted plan.

ABC (Alcohol Beverage) Fund

- The revenue for ABC is in line with adjusted plan; however, projected expenses are outpacing revenue. This year's difference is negligible, but steps will need to be implemented next year to avoid a similar situation.

Tourism (Restaurants & Lodging) Fund

- Both revenue and expenses are outpacing the plan, however, as expenses are tied to actual revenue this is not a concern and only points to a healthy local restaurant economy.

LGEA (Mining) Fund

- This budget has been setup to eliminate activity unless mining revenue emerges in the county.

Municipal Aid (State Street Aid) Fund

- Expenditures are complete for the fiscal year on projects out of this fund, however, revenue, which is a monthly occurrence, has not met expectations. Further study is necessary to understand the trend.

Water & Sewer Funds

- These sheets do not reflect all the adjustments necessary as a result of the proposed budget amendment and as such I will reserve comments until the documents are corrected. I will just add that we are tracking activity against the changes and should be able to provide a clear report by April's meeting.

2. FEMA

Current projects with FEMA are on hold as part of the partially government shutdown at the federal level.

3. Sewer Plant Phosphorus Effluent Violations
The city was notified in December of violations related to average phosphorus effluent violations. Representatives from Eclipse Engineering and Water Division worked with the city operators to increase solid remove from the process in lieu of the expense of additional chemicals (elevated option). Initial lab results indicate the level is moving towards full compliance, however, as we have continued to monitor, we are now moving back to implementing the elevated solution as initial success has proven inconsistent. A corrective action plan has been submitted to the Division of Enforcement. – As an update to this February statement - the chemical has been acquired and implemented. We are awaiting test results.
4. KLC Insurance Update
I spoke with Ben Cook at the end of February and he was happy to report we had successfully implemented enough recommendations to qualify for 1st tier discounts for the 2026-27 liability, worker’s compensation, and property insurance. He further followed up with an additional action to be completed in early March that would move the city in o 2nd tier savings among 2 of the insurance coverages. This action will save the city thousands of dollars over insurance the previous few years.
5. Leadership Team Meetings
The March Leadership Team meeting focused heavily on reviewing the safety audits conducted in February and budget 2026-27 planning. As far as the audits go, we identified the need to repair a catwalk at the WTP. Tony, Greg, and Jeff talk about repurposing aluminum catwalks located at the old WWTP as an opportunity to save the cost of a replacement. Implementation is underway.
6. White Board Development/Implementation
The whiteboard is now active in the city office and departments are working to become more active in providing updates on projects identified.
7. File Sharing Server
I was planning to recommend \$10,000 in next year’s budget to purchase, implement, and train staff on incorporating a local file sharing server, however, after speaking with vendors, and reviewing our hardware, we identified a path to complete this step today at no additional cost. The server will improve file management, save money on a more paperless program, and ensure continuation of processes and documents beyond the current users. This will also allow a better method of cross-support among the administrative staff.
8. Winter Storm/Executive Order
Pursuant to Executive Order. City staff, under direction of Cortny, instituted a modification of customer bills to prevent the city from financially benefiting through increased Environmental Fees for dripping and leaks during the winter event. This action took participation from maintenance, administration, and code enforcement to enact the necessary steps to make the changes seamless and within acceptable windows of time.
9. Birthday Event
The city celebrated its 182nd birthday on February 23. We wish to thank the kids that provided art for the event, staff that partook in support, and the public that took the time to come to join in the fun.
10. KLC Employee Manual Update
The manual itself is covered under the agenda; however, I wanted to make sure not to recognize Anna Baker for her work to get this ready for consideration tonight.
11. May Fire Recognition Event
Early May, the city is planning a small event at the Marion Fire Department to recognize their department while offering the public an opportunity to tour the facility and share in celebrating those her serve. More details will be given in April.
12. VFW Storage & Display of Military Banners
The plans to host the banners at the VFW have been approved, and the last steps of working out the transition between the two parties over access should be settled soon. Access for purposes of placing on post will be same day.
13. Decorative Street Poles

1 of the 2 poles has been replaced. A second is being prepared as it requires more work, including concrete and electrical services.

14. Street & Alley Review

Greg will conduct a new road survey and present the proposal to the council for budget planning as part of the upcoming fiscal year capital plan.

15. Leaf Collection

Now that the vacuum is working again, maintenance is planning to implement a leaf sweep as soon as the weather dries enough to permit it. The focus will be to eliminate lingering piles left for collection prior to the winter season.

16. Water CDBG Project (Water lines & clearwells)

Eclipse, PeADD, and I are working on the final steps to present a bid packet to proceed forward with work on this previously awarded project. My goal is to have it before you in April.

17. April Listening Session

I plan to host a listening session in early April to hear public input on next year's budget. It was previously planned for tonight, but we wanted to get a chance to put out communication and not tie it directly adjacent to a council meeting.

18. Old Fire Extinguishers

After speaking with the fire inspector, the city is going to use older extinguishers at pump stations as an added layer of safety.

19. Staff Update

On March 9, Dekota Adamson to fill an open spot in maintenance. The team had been shorthanded since mid-December.

General Fund Budget Balance Report

	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2025-26	
	Actual	Budgeted	Actual							
Revenues	\$ 1,542,853	\$ 1,656,064	\$ 1,889,588	\$ 2,392,498	\$ 2,438,000	\$ 2,096,321	\$ 3,742,469	\$ 2,686,400	\$ 2,105,743	78.39%
Expenses										
<i>Administration</i>	\$ 457,350	\$ 434,320	\$ 456,634	\$ 744,474	\$ 812,088	\$ 571,653	\$ 2,541,440	\$ 1,278,583	\$ 978,338	76.52%
<i>Appropriations</i>	\$ 11,006	\$ 16,303	\$ 6,303	\$ 38,672	\$ 93,281	\$ 5,201	\$ 5,252	\$ 6,551	\$ 5,252	80.17%
<i>Parks & Recreation</i>	\$ 75,749	\$ 81,598	\$ 88,607	\$ 89,730	\$ 92,047	\$ 89,036	\$ 220,038	\$ 82,525	\$ 52,736	63.90%
<i>Police</i>	\$ 445,900	\$ 449,584	\$ 469,298	\$ 504,799	\$ 465,360	\$ 483,338	\$ 520,485	\$ 604,164	\$ 383,310	63.44%
<i>Streets</i>	\$ 34,577	\$ 26,996	\$ 128,413	\$ 81,297	\$ 275,942	\$ 248,722	\$ 97,395	\$ 263,207	\$ 54,870	20.85%
<i>Fire</i>	\$ 48,795	\$ 77,732	\$ 65,570	\$ 67,638	\$ 75,390	\$ 57,582	\$ 75,775	\$ 163,994	\$ 127,101	77.50%
<i>E911</i>	\$ 283,211	\$ 330,876	\$ 269,344	\$ 252,843	\$ 282,249	\$ 251,223	\$ 5,687	\$ -	\$ -	
<i>P&Z</i>	\$ 67,773	\$ 55,090	\$ 19,111	\$ 53,145	\$ 54,133	\$ 14,240	\$ 24,360	\$ 98,073	\$ 43,827	44.69%
Total Expenses	\$ 1,424,361	\$ 1,472,499	\$ 1,503,280	\$ 1,832,598	\$ 2,150,491	\$ 1,720,995	\$ 3,490,432	\$ 2,497,097	\$ 1,645,434	65.89%
Balance	\$ 118,492	\$ 183,565	\$ 386,308	\$ 559,900	\$ 287,510	\$ 375,326	\$ 252,037	\$ 189,303	\$ 460,309	

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	Budgeted	Actual	
Revenues	\$ 46,767	\$ 76,680	\$ 80,552	\$ 92,355	\$ 98,444	\$ 91,273	\$ 98,600	\$ 65,483	66.41%
Expenses	\$ 705	\$ 46,906	\$ 41,152	\$ 74,494	\$ 74,015	\$ 124,712	\$ 100,988	\$ 60,494	59.90%
Balance	\$ 46,062	\$ 29,774	\$ 39,400	\$ 17,861	\$ 24,429	\$ (33,439)	\$ (2,388)	\$ 4,989	

Restaurant & Lodging Fund Balance Report

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2024-25 Actual	2025-26 Budgeted	2025-26 Actual	
Revenues	\$ 212,281	\$ 217,418	\$ 218,527	\$ 249,400	\$ 293,194	\$ 294,113	\$ 303,053	\$ 307,915	\$ 301,660	\$ 242,155	80.27%
Expenses	\$ 212,258	\$ 215,890	\$ 219,707	\$ 247,869	\$ 292,069	\$ 294,001	\$ 229,916	\$ 304,839	\$ 301,600	\$ 242,411	80.38%
Balance	\$ 23	\$ 1,528	\$ (1,180)	\$ 1,531	\$ 1,125	\$ 112	\$ 73,137	\$ 3,076	\$ 60	\$ (256)	

Local Government Economic Assistance 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	Actual	Budgeted	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	\$ 227	\$ -
Balance	\$ (3,764)	\$ (1,903)	\$ 1,236	\$ (538)	\$ (1,138)	\$ (2,848)	\$ (1,997)	\$ (224)	\$ -

Municipal Aid Fund Balance Report

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2024-25 Actual	2025-26 Budgeted	2025-26 Actual	
Revenues	\$ 93,151	\$ 61,541	\$ 170,124	\$ 64,838	\$ 88,522	\$ 156,703.00	\$ 69,776.00	\$ 104,471.00	\$ 46,723.00	44.72%
Expenses	\$ 25,083	\$ 7,475	\$ 279,236	\$ (5,685)	\$ 27,787	\$ 1,525.00	\$ 1,205.00	\$ 158,275.00	\$ 156,096.00	98.62%
Balance	\$ 68,068	\$ 54,066	\$ (109,112)	\$ 70,523	\$ 60,735	\$ 155,178	\$ 68,571	\$ (53,804)	\$ (109,373)	

Water & Sewer Fund Balance Report

		2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2025-26	
		Actual	Actual	Budgeted	Actual							
Revenues												
	Water	\$ 642,156	\$ 662,111	\$ 650,573	\$ 613,728	\$ 757,906	\$ 531,908	\$ 778,663	\$ 1,029,951	\$ 2,825,767	\$ 793,043	28.06%
	Sewer	\$ 675,507	\$ 782,190	\$ 857,292	\$ 921,314	\$ 1,133,680	\$ 1,125,348	\$ 1,113,440	\$ 1,849,151	\$ 1,825,100	\$ 1,204,944	66.02%
Total Revenues		\$ 1,317,663	\$ 1,444,301	\$ 1,507,865	\$ 1,535,042	\$ 1,891,586	\$ 1,657,256	\$ 1,892,103	\$ 2,879,102	\$ 4,650,867	\$ 1,997,987	42.96%
Expenses												
	<i>Water Admin</i>	\$ 34,247	\$ 32,602	\$ 33,456	\$ 26,429	\$ 26,760	\$ 26,750	\$ 83,924	\$ 42,090	\$ 112,046	\$ 29,399	26.24%
	<i>Sewer Admin</i>	\$ 211,398	\$ 126,866	\$ 64,695	\$ 120,348	\$ 135,933	\$ 152,487	\$ 163,312	\$ 154,658	\$ 600,400	\$ 102,160	17.02%
	<i>Sewer Plant</i>	\$ 280,830	\$ 268,644	\$ 335,277	\$ 338,596	\$ 303,895	\$ 348,194	\$ 341,390	\$ 389,609	\$ 450,819	\$ 288,257	63.94%
	<i>Sewer Maint</i>	\$ 76,157	\$ 80,542	\$ 92,325	\$ 68,381	\$ 66,509	\$ 86,297	\$ 94,024	\$ 64,964	\$ 25,815	\$ 41,054	159.03%
	<i>Water & Sewer Debt</i>	\$ 182,788	\$ 181,398	\$ 180,887	\$ 193,905	\$ 209,827	\$ 218,539	\$ 228,723	\$ 289,555	\$ 835,650	\$ 59,810	7.16%
	<i>Water Plant</i>	\$ 335,045	\$ 349,073	\$ 393,368	\$ 363,289	\$ 374,148	\$ 542,057	\$ 382,665	\$ 809,091	\$ 1,019,043	\$ 327,102	32.10%
	<i>Water Maint</i>	\$ 98,307	\$ 133,024	\$ 132,369	\$ 136,627	\$ 172,433	\$ 336,817	\$ 8,780,971	\$ 118,082	\$ 1,532,930	\$ 85,672	5.59%
Total Expenses		\$ 1,218,772	\$ 1,172,149	\$ 1,232,377	\$ 1,247,575	\$ 1,289,505	\$ 1,711,140	\$ 10,075,008	\$ 1,868,049	\$ 4,576,703	\$ 933,454	20.40%
Balance		\$ 98,891	\$ 272,152	\$ 275,488	\$ 287,467	\$ 602,081	\$ (53,885)	\$ (8,182,905)	\$ 1,011,053	\$ 74,164	\$ 1,064,533	
					\$ 613,728	\$ 757,906	\$ 531,908	\$ 778,663	\$ 1,029,951	\$ 2,825,767	\$ 793,043	
					\$ 622,707	\$ 667,614	\$ 999,808	\$ 9,341,603	\$ 1,063,114	\$ 2,759,202	\$ 442,173	
					\$ (8,979)	\$ 90,292	\$ (467,900)	\$ (8,562,939)	\$ (33,163)	\$ 66,565	\$ 350,870	
					\$ 921,314	\$ 1,133,680	\$ 1,125,348	\$ 1,113,440	\$ 1,849,151	\$ 1,825,100	\$ 1,204,944	
					\$ 624,868	\$ 621,891	\$ 711,332	\$ 733,406	\$ 804,934	\$ 1,817,501	\$ 491,281	
					\$ 296,446	\$ 511,789	\$ 414,016	\$ 380,034	\$ 1,044,217	\$ 7,599	\$ 713,663	

February
Maintenance Dept.

Work Orders	97
Clogged Sewers	6
Water Leaks	8
New Setters	5
BUD Calls	5

*Read remaining manual meters

*Worked on road signs

*Worked on potholes

*M&G repaired 3 leaks

*Installed new decorative pole (Randy Dunn)

Sewer Plant Report for Feb.

We treated 18 million gal.

Started using a new chemical to treat for phosphorus

Tate has applied to school for collection license

The Huber company will be here 3/16 thru 3/20

to work on the coarse screen at the Old plant

Still waiting to hear about valve replacement on clarifier

Still waiting to hear about pump on 91 1.5 ft station

Code Enforcement/ Planning & Zoning
February 2026

	February 2026	Year to Date
New complaints:	10	13
Issues abated:	9	10
Notices mailed:	8	10
Citations issued:	2	2
Appeals to Code Board:	0	0
Default cases to Board:	0	3
Final Orders issued:	0	3

Properties receiving invoices: 3

With warmer weather, the number of new complaints are already on the rise. I've been able to spend much more time out in the community inspecting properties. You will see this trend continue throughout the spring.

Plans for this month include exploring our means of abatement, which means we'll be looking into bids for towing/impoundment and for mowing.

Three derelict buildings within city limits have now been demolished. Two of those properties have been cleaned up and graded, and the third property is still being actively worked on. This is pursuant to the agreement I made with the property owner in the fall. We weren't required to pay for a building inspector to condemn the properties since the owner voluntarily condemned the properties himself. These properties were at 202 W Elm, 422 S Weldon, and 209 Gum St.

I am still working with Angela Herndon at PeADD to rework our zoning regulations. After all necessary updates are made, it is my goal to have those regulations codified into our City Code of Ordinances. This alone will solve so many of the issues that I've been encountering. Codification will ensure that our zoning regulations are maintained in a searchable form and will always remain up to date.

This work to update our zoning regulations also includes an update to the official zoning map. This work is about halfway done. It requires us to submit copies of each map amendment passed by the City Council and the coordinating advertisements in the Press to PeADD's GIS office. I've identified all the amendments and am working on getting them copied and sent.

Both the Zoning Commission and the Board of Adjustments have their first training opportunity through KLC this year in March. We are currently looking to identify more virtual options for training our board members.

I'd like to take an opportunity to remind everyone that we do have a complaint portal on the city website so that anyone who would like to submit a code complaint can do so at any time. I am working to let the community know that this is available to them.

As always, please don't hesitate to reach out if I can offer any further information or assistance. Thank you!

Tanya Byers
Code Enforcement, Planning and Zoning

WATER LOSS REPORT 3-16-26

- WATER LOSS REPORT FOR LAST BILLING CYCLE WAS 43.3%
- KIM SPECIALTY PUMPS DOING WORK ON OUR # FILTER ...
THEY HAVE INSTALLED NEW ACTUATOR & VALVE ..
- AVERAGE WATER BEING USED DAILY IS 333,000 GALLONS
PER DAY (WHICH IS HIGH)
- ~~CRITZ/DI DISTRICT IS STILL PROBLEMS @ 50 GAL/MIN~~
- BOTH OSL & LAKE GEORGE OVERFLOWING SINCE 3-6-26
- FULL SYSTEM CITY-WIDE FLUSH PLANNED FOR
4-26-26 THROUGH 4-30-26
- DISTRICT CUT US OFF ON 3-12-26 @ 10:00AM. REASON NOT GIVEN
- TREAT TESTED & BEGIN USE OF CHEAPER PRIMARY CHEMICALS.
- NEW METERS IN TOWN DON'T SEEM TO BE HELPING WITH
WATER LOSS. WATER LOSS DAILY IS 0.41%. (COULD
BE A VARIETY OF SEVERAL THINGS ... TO BE LOOKED
IN TO ...)
- MAXIMON PLANS TO FINISH UP SERVICE LINE INVENTORY
THIS SPRING WITH JOE BURNS/DOW COMPLIANCE SPECIALIST
PETE CONRAD. MEETING TO BE PLANNED ...