



Meeting Notice & Agenda

MARION CITY COUNCIL

Monday August 17, 2026 – 5:00 PM CT, 6:00 PM ET
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 July 20, 2026, Regular Meeting
- VI. New Business**
 - a. Recognition of Hydrant Painting Volunteers
 - b. Consideration of Confirming Mayoral Appointments to City Boards and Commissions
 - c. Consideration of Resolution #26-09 Cave-in-Rock Ferry Support
 - d. Consideration of Resolution #26-10 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" – 21CWW376
 - e. Consideration of Resolution #26-11 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" – 22CWW409
 - f. An Introduction and First Reading of Ordinance #26-14, "AN ORDINANCE RELATING TO THE TAX LEVY FOR THE YEAR 2025, CITY OF MARION, KENTUCKY"
 - g. Discussion and Review of E-Bike Enforcement
 - h. Consideration of Going Out for Bids for 2026 Marion City Street Resurfacing
 - i. Consideration of Resolution #26-12 entitled, "A Resolution of the City of Marion, Kentucky, to Enter into an Agreement with Eclipse Engineers, PLLC for Engineering Services for Emergency Generators"
 - j. Consideration of Going Out for Bids for 2026 Marion Emergency Generators and Service Pumps for 91 Sanitary Sewer Station Project
 - k. Introduction and First Reading of Ordinance #26-15, "AN ORDINANCE AMENDING ORDINANCE #26-09 AND ORDINANCE #26-01 ADOPTING THE CITY OF MARION, KENTUCKY ANNUAL BUDGET FOR FISCAL YEAR 07/01/2026 THROUGH 06/30/2027 BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT"
 - l. An Introduction and First Reading of Ordinance #26-16, "AN ORDINANCE OF THE CITY OF MARION, KENTUCKY, AMENDING THE PAY PLAN FOR CLASSIFIED CITY EMPLOYEES AND NON-ELECTED OFFICIALS"
- VII. Continuing Business**
 - a. An Introduction and First Reading of Ordinance #26-13, "AN ORDINANCE OF THE CITY OF MARION, KENTUCKY, AMENDING MARION CITY CODE OF ORDINANCE CHAPTER 95: CITY LAKES, SECTION 95.03 FISHING PROHIBITED"

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: August 17, 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. The mayor is encouraging public input for items on or not on the agenda to be reserved within this part of the meeting.

V. Minutes

A. July 20, 2026

Your packet includes:

- A copy of July 20, 2026, Regular Meeting Minutes
- 1. It is unnecessary to abstain from voting if you are 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.
- 2. Minutes can be voted on separately or jointly by motion, second, and a basic voice vote.

VI. New Business

A. Hydrant Painting Volunteer Recognition

The Mayor has invited the team responsible for painting over 20 more fire hydrants this summer to recognize their volunteerism. No council action is required or expected.

B. Confirmation of Mayoral Appointments

The Mayor may have board and commission appointments to present to the council for confirmation.

1. Upon any discussion about confirmation, the council can consider action. A motion and second following by a voice vote are required. The council can make confirmations in mass or individually if they wish.
- Table:
If the council believes action is not ready to happen 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. Resolution 26-09: Cave-in-Rock Ferry Support

Your packet includes:

- A copy of the Resolution

1. This resolution will publicly declare the city's position and support to resolve the stalemate and reopen ferry service. If passed, a copy will be distributed to county, commonwealth, and federal representatives, Kentucky Department of Local Government (DLG), PeADD, and regional news outlets.
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.
- Table:
If the council believes the resolution 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.

D. Resolution 26-10: Accepting Grant 21CWW376 and Authorizing Action

Your packet includes:

- A copy of the Resolution
 - A copy of the 21CWW376 documents
1. This resolution will authorize Marion to use previously granted funds to complete the generator project. It is the first of a series of actions tonight to push the project forward with an understanding that to be successful, Marion must substantially complete the project by December 31, 2026. Between 21CWW376 & 22CWW409 Marion has roughly \$415,000 of unused grant funds which can only be used on projects approved by the commonwealth. While other projects might be higher priorities there are several restrictions on how this grant money may be spent:
 - Must be paid out by December of 2026
 - Must be a project already in the commonwealth project list
 - Can not be used as matching local funds for any federal or commonwealth grant based projects
 - Must be used on a project primarily benefiting the water or sewer system
 - Can not be for the direct purchase of water from a 3rd party

After consideration of this list of restrictions, Marion had extremely limited options to utilize the funds. With no opportunity to extend the deadline the generator application would actually save the city money as the FEMA award would be an 80% federal award while this will be a 100% up to the \$400K+ award. Thus, the project would get completed and save the expected cost of roughly \$75,000 in local match funds.
 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.

- Table:
If the council believes the resolution 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.
- E. Resolution 26-11: Accepting Grant 22CWW409 and Authorizing Action
Your packet includes:
- A copy of the Resolution
 - A copy of the 22CWW409 documents
 - 1. This resolution is the second step in the generator project push. This grant is part of the unused \$415k+ funds referenced in the last item.
 - 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.
 - Table:
If the council believes the resolution 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.
- F. Intro & 1st Reading Ord 26-14 Establishing 2026 Tax Levy
Your packet includes:
- A copy of the Ordinance
 - A copy of the Public Notice for the 2nd Reading and Public Hearing required by state code.
 - 1. Every August Marion passes a tax levy ordinance after passing the budget and in time to send out notices to the public timely. To do so, there are some steps set by KRS we must follow:
 - A public hearing must take place prior to the second and final reading
 - The hearing must take place no sooner than 7 days after publication but not later than 10 days after publication
 - How the change impacts Real Property (Last year):
 - A \$100k house last year paid \$229 in city property taxes
 - A \$200k house last year paid \$458 in city property taxes
 - Real Property (Proposed this year):
 - A \$100k house this year would pay \$227 in city property taxes
 - A \$200k house this year would pay \$454 in city property taxes
 - For each person to evaluate their own, they would need to have last year's taxes paid, this year's taxable evaluation from PVA, and the proposed rate of \$.2270/\$100 taxable value.
 - 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.
 - 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.

G. E-Bike Discussion

Your packet includes:

- A copy of research from other communities, municipal leagues, and states.
- An early draft ordinance that incorporates rules related to bicycles and e-bikes into 1 ordinance.

At this point we are asking the council to review shared information, talk to community members, with plans that we will review a potential draft at next month's regular meeting that incorporates feedback.

H. Consideration of RFB for 2026 Marion City Street Resurfacing

Your packet includes:

- A copy of the proposed RFB Notice
- A copy of the projected distance, tonnage, and estimates of cost
- 1. Marion previously discussed setting road priorities and asked that a bid packet be developed for action before the 2026 season was over. We should review the funds projected for this project (roughly \$100K to \$110K) against estimates to determine how many streets to incorporate into the final RFB draft.
- 2. Upon any discussion, the council can consider approval. A motion and second following by a roll call vote are required.
- 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.

I. Consideration of RFB for Service Pumps for 91 Sewer Station [This has been moved down in the agenda to be bid with the generators as the same types of vendors do this work and may present a better pricing to bid together]

Your packet includes:

- A copy of the proposed RFB Notice
- A copy of the projected estimates of cost
- 1. Originally, the budget included a plan to include pump work at the 91 pump stations as a CIP item, however, it was held off as we continued to evaluate the situation.

After a review with engineering, it has been deemed critical to proceed immediately to incorporate an improvement project to replace sanitary sewer pumps at the location. It currently serves between 50% and 80% of sanitary sewer in Marion and lacks a backup pump. The installed pump is a rebuild that needs to be repaired or replaced. If the pump was to fail under the current scenario, the city would have a costly rental situation and a significant cleanup cost.

We are recommending reserve funds be used to complete this capital repair/improvement.

2. Upon any discussion, the council can consider approval. A motion and second following by a roll call vote are required.
 - Table:
If the council believes the RFB 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.
- J. Consideration of Res 26-12 Agreement with Eclipse Engineers for Generators
Your packet includes:
- A copy of the Resolution
 - A copy of proposed agreement
 1. As part of the generator project, Marion needs to take action to procure engineering services to properly design, bid, and inspect construction. This cost is 100% paid by grant funds.
 2. Upon any discussion, the council can consider approval. A motion and second following by a roll call vote are required. Do not forget, resolutions only require 1 reading.
 - Table:
If the council believes the RFB 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.
- K. Consideration of RFB for Generators
Your packet includes:
- A copy of the proposed RFB Notice
 - A copy of the projected estimates of cost
 1. The City has been awarded funds to cover 100% of the cost of a project the council has previously approved. Tonight, the council is considering the bid packets approved by the state for purchase/construction services on the project. If approved, the City will advertise and follow-up in a future meeting to review and award construction. Time is short to complete the project within the grant timeline as previously stated.
 2. Upon any discussion, the council can consider approval. A motion and second following by a roll call vote are required.
 - Table:
If the council believes the RFB 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.
- L. Intro & 1st Reading Ord 26-15 Budget Amendment
Your packet includes:
- A copy of Ordinance 26-15

1. After reviewing the first month of the new budget there are few recommended changes. Below are the proposed changes of note:
 - Moving a \$2,500 line item from water administration to water plant expenses related to travel and training as the positions are directly related to the operators.
 - Updated revenue estimations after reviewing updated data.
 - Incorporating the projected \$70k to pay for the 91 sanitary sewer pump improvements.

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.

M. Intro & 1st Reading Ord 26-16 Amending Pay Plan – Part-Time

Your packet includes:

- A copy of the Ordinance
 - A copy of the Exhibit C
1. After Layten and I reviewed the plan for 2026-27 she suggested we should incorporate part-time positions into the pay plan ordinance to clarify what has already been approved as part of the budget process but cleans up the details for annual audits and public disclosure elements. This is a part of our overall efforts to identify improvement in operations.
 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.
- **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.

VII. Continuing Business

A. Intro & 1st Reading Ord 26-13 Amending Fishing Prohibition Rules

Your packet includes:

- A copy of the Ordinance

1. Last Month: In 2023 an ordinance was amended to restrict fishing at City Lake and Lake George. Last year, the council discussed reopening access to Lake George for fishing as long as signage restricts people from standing on the levee. Last month, the council acted to reopen use of Lake George but held off on action for City Lake. In order to open fishing, the council must amend the ordinance.

UPDATE: The council tabled this issue for further consideration this month.

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.
- 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.

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, July 20, 2026, at 5:00PM

The Marion City Council met in regular session on Monday, July 20, 2026, at 5:00 PM with Mayor Browning presiding. Council Members present were as follows: Wanda Olson, Taylor Davis, Dwight Sherer, Bobby Belt and Cutter Singleton. Randy Dunn was not in attendance. City employees present were as follows: Chief West, Adam Ledford, Layten Croft, Cortny Cosby, Anna Baker, Jeff Black, Greg Tabor, Tanya Byers, Michelle Edwards and Legal Service Officer Bart Frazer.

Public Comments

Sharon Bockman suggested resizing the newly painted parking spaces on Main Street. Adam Ledford advised the parking spaces would be removed and resized to better fit larger vehicles.

Ric Carder discussed E-Bikes, suggested educating kids about E-Bikes to keep them safe.

Chairman of the Park Board Chris Evans began discussing the city property leased by Victory Gardens Inc. and Tourism. Chris advised the Disk Golf field had not been mowed all season, making it very costly to hire someone, and advised there needed to be a plan or chain of responsibility. Adam Ledford advised he would look into offering maintenance employees' overtime for mowing.

Minutes

A motion was made by Cutter Singleton, seconded by Wanda Olson to approve minutes from the Regular Meeting June 15, 2026. All present members voted yes. Motion Carried.

A motion was made by Dwight Sherer, seconded by Cutter Singleton to approve minutes from the Special Called Meeting June 16, 2026. All present members voted yes. Motion carried.

A motion was made by Wanda Olson, seconded by Taylor Davis to approve minutes from the Special Called Meeting July 6, 2026. All present members voted yes. Motion carried.

New Business

Bart Frazer reads **ORDINANCE #26-13, "AN ORDINANCE OF THE CITY OF MARION, KENTUCKY, AMENDING MARION CITY CODE OF ORDINANCE CHAPTER 95: CITY LAKES, SECTION 95.03 FISHING PROHIBITED"**. Ordinance #26-13 was sponsored by Taylor Davis. Jeff Black expressed safety concerns. Wanda Olson asked Greg Tabor about signs for the levee. Greg Tabor advised signs were ordered. Mayor Browning advised possible walking trails, new pavilions, and maybe canoe rentals in the plans after maintenance is complete. A motion to table Ordinance 26-13 was made by Dwight Sherer, seconded by Cutter Singleton. All present members voted yes. Motion Carried, Ordinance #26-13 was tabled.

Chief West began discussing the recent influx of complaints involving E-Bikes, and his own experience with operators not obeying highway laws. Adam Ledford suggested making changes to ORDINANCE #73.01 Operation of Bicycles and ORDINANCE #73.02 Operation of Motorcycles and Motor Scooters. Robbie Lanham spoke about safety concerns and education as a father and someone familiar with the subject. Veronica Herrington also spoke and offered to help to spread safety awareness as someone who sells E-Bikes. Mayor Browning advised she may reach out to those who have volunteered after further research is done.

Continued Business

Mayor Browning began discussing the consideration of purchasing a mini excavator. Mayor Browning advised the mini excavator was found to be too small for the city's needs.

Department Reports

Adam Ledford provided a report included in the packet, and advised the FEMA BRIC GRANT was submitted, just waiting to hear results.

Layten provided a report included in the packet.

Chief West provided a report included in the packet.

Cutter Singleton provided the Fire Department Report. Advised 3 fire runs, house fire behind City Hall, and updated the fire truck was back in Paducah.

Jeff Black provided a report included in the packet. Advised City has not purchased water from Crittenden Livingston Water District since July 5, 2026.

Tony Jackson was not in attendance. Mayor Browning asked if the plant was treated for mosquitos, Greg Tabor said yes.

Tanya Byers advised she was out last week, therefore there was no report in the packet. Tanya provided a verbal report, advised she cut back on citations due to severe weather.

Greg Tabor provided a report included in the packet. Mayor Browning asked about the Fire Hydrants that are currently not working. Greg Tabor advised the count was down to 6.

Mayor/ Council/ Staff Comments, Report and Questions

Cutter Singleton asked about the Crittenden County Hospital Annex building demolition. Mayor Browning advised the Sherriff's Department requested to use the building for active shooter training. Cutter advised Hickory Hills urgently needs maintenance, asked what could be done to help now. Mayor Browning advised they were working with the property owner of Siemens. Cutter asked about the job posting for the Water Plant. Adam advised the job would be posted later this week. Cutter requested Greg Tabor to provide a more detailed report in the packet.

Bobby Belt reported a large pothole forming at 233 Guess Dr.

Dwight Sherer asked for an update on the leaf/ street/ Jetter. Adam advised the vender is in the process of changing to a state contract, changing the requirements, not requiring bids, and changing to state contract pricing. Dwight commented about how great the 250th celebration was.

Mayor Browning mentioned plans for the Christmas Market. Taylor Davis suggested a Christmas light contest.

Wanda Olson questioned who was responsible for trees hanging in the road. Mentioned Poplar and Maple St. Mayor Browning asked maintenance to trim two vines behind the 88 Dip.

Adjournment

There being no further business to come before the council, a motion to adjourn was made by Wanda Olson, seconded by Bobby Belt. Meeting was adjourned at 6:43PM.

MAYOR D'ANNA BROWNING

ATTEST: CORTNY COSBY, CITY CLERK

CITY OF MARION, KENTUCKY
RESOLUTION 26- 09

WHEREAS, the Cave-in-Rock Ferry Company has provided excellent service to the residents and businesses of the City of Marion and County of Crittenden, Kentucky by its continued operation of the Cave-in-Rock Ferry; and

WHEREAS, the operation of the Cave-in-Rock Ferry has enhanced the social and economic conditions of Southern Illinois and Western Kentucky; and

WHEREAS, the businesses situated in the City of Marion, being the only incorporated municipality and the economic center of Crittenden County, benefit greatly from the patronage of those individuals from Southern Illinois, and

WHEREAS, on the whole, the social and economic conditions of Southern Illinois and Western Kentucky are enhanced by the operation of the Cave-in-Rock Ferry allowing each state's citizens to freely move back and forth for commerce, employment, leisure, and medical care;

NOW THEREFORE, BE IT RESOLVED BY UNANIMOUS VOTE OF THE CITY COUNCIL OF MARION, KENTUCKY, THAT

The City of Marion supports the immediate restoration of ferry service between Crittenden County, Kentucky and Hardin County, Illinois for the reasons heretofore stated. Further, the City of Marion implores the Kentucky Department of Transportation and its Illinois counterpart to begin direct negotiations with the Cave-in-Rock Ferry Company to reach an agreement upon acceptable terms for all parties.

THIS THE ____ DAY OF AUGUST, 2026.

Mayor D'Anna Browning

ATTEST:

Cortny Cosby City Clerk

EXHIBIT 4

26-10

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 _____, and Successors-in-Title, are 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.

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 _____, 202____.

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

EXHIBIT 5

**OPINION OF LEGAL COUNSEL
RELATING TO GRANTEE RESOLUTION**

(Content below to be placed on letterhead of Legal Counsel for Grantee)

(Date)

Kentucky Infrastructure Authority
100 Airport Road, Third Floor
Frankfort, Kentucky 40601

RE: Grant Assistance Agreement by and between Kentucky Infrastructure Authority and Grantee, dated as of _____, 202__.

Ms. Sandy Williams:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and serves as legal counsel to the «Grantee_Name», hereinafter referred to as the “Grantee”. I am familiar with the organizational structure and operations of the Grantee and the laws of the Commonwealth applicable thereto. Additionally, I am familiar with the utility infrastructure project (the “Project”) for which the Grant Assistance Agreement (the “Agreement”) between the Kentucky Infrastructure Authority (the “Authority”) and the Grantee is being authorized, executed and delivered.

I have reviewed the form of Agreement by and between the Authority and the Grantee and the legislation of the governing body authorizing the execution and delivery of said Agreement.

Based upon my review I am of the opinion that:

1) The Grantee is a (unit of local government, or a special purpose governmental entity or a corporation) of the Commonwealth of Kentucky duly organized and validly existing under the Constitution and statutes of the Commonwealth of Kentucky.

2) The Agreement has been duly executed and delivered by the Grantee and is a valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency, or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

3) The Grantee has all necessary power and authority (i) to enter into, perform and consummate all transactions contemplated by the Agreement, and (ii) to execute and deliver the documents and instruments to be executed and delivered by it in connection with the construction of the Project.

4) The execution and delivery of the Agreement and the performance by the Grantee of its obligations thereunder does not and will not conflict with, violate, or constitute a default under any court or administrative order, decree or ruling, or any law, statute, ordinance or regulation, or any agreement, indenture, mortgage, lease, note or other obligation or instrument, binding upon the Grantee, or any of its properties or assets.

5) To the best of my knowledge after due inquiry there is no action, suit, proceedings or investigation at law or in equity before any court, public board or body pending or threatened against, affecting or questioning (i) the valid existence of the Grantee, (ii) the right or title of the members and officers of Grantee to their respective positions, (iii) the authorization, execution, delivery or enforceability of the Agreement or the application of any monies or security therefore, (iv) the construction of the Project, or (v) that would have a material adverse impact on the ability of the Grantee to perform its obligations under the Agreement.

6) None of the proceedings or authority heretofore had or taken by the Grantee for the authorization, execution or delivery of the Agreement has or have been repealed, rescinded, or revoked.

7) All proceedings and actions of the Grantee with respect to which the Agreement is to be delivered were in place or taken at meetings properly convened and held in substantial compliance with the applicable provisions of Sections 61.805 to 61.850 of the Kentucky Revised Statutes.

Respectfully,

EXHIBIT 6A
ENGINEERING SERVICES

If the Grantee's Project requires professional engineering services, such services shall be properly procured in accordance with KRS 45A.730 to 45A.750.

A copy of the Engineering Contract between the Grantee and the Engineer shall be submitted to the Authority, marked as **Exhibit 6A**.

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- ☐ This project requires an engineer and will have an engineering contract.
- ☐ This project was designed by an in-house engineer and will not have an engineering contract.
- ☐ This project does not require design by an engineer and will not have an engineering contract.

EXHIBIT 6B

GRANTEE & ENGINEER FEE CONFIRMATION

The Authority requires that the Engineer's fee be calculated based on the Engineer's estimated net construction cost of the Project in conformance with the latest version of the USDA Rural Development Utility Program Fee Guide.

Consequently, when services of a professional engineer are required for the Grantee's Project, the Grantee and the Project Engineer must confirm, by signature below, that:

The Grantee and the Professional Engineer concur and hereby state that the total dollar amount for all professional engineering services provided to the Grantee by the Engineer relating to the Project, as set out in the Project Profile, to be paid in sum, cumulatively, over the course of Project implementation, shall be less than or not to exceed the fee amounts as set out in the approved Project Profile Budget, as determined by the Engineer. Higher amounts for materials costs and construction costs than those estimated as contained in the Project Profile, as may result from Project bidding, do not warrant an increase in Engineering Fees unless the Project must be re-bid or infrastructure components must be re-designed as a consequence of bid-price overages. Further, it is understood that any proposed amendment to the Engineering Contract, as relates to the Grantee's Project is subject to prior written approval of the Authority.

Grantee Authorized Official: _____
Signature

Professional Engineering Firm: Eclipse Engineers

Professional Engineer: _____
Signature

Please check the box below if the project does not require a contract with an outside engineer. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

☐ This form does not apply because the project was designed by an in-house engineer or the project does not require design by an engineer.

EXHIBIT 8

**COPY OF KENTUCKY DIVISION OF WATER APPROVAL LETTER
FOR
ENGINEER'S PROJECT PLANS & SPECIFICATIONS**

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- ☐ This project requires DOW approval and the approval letter is attached.
- ☐ This project does not require DOW approval and the approval letter is not applicable.

EXHIBIT 9

THE BID PACKAGE

Provide a signed copy of each of the following elements of the Bid Package to the Authority within 14 days of bid opening:

- 1) Engineer's Approval of "as-bid" project budget, with Engineer's signature.
- 2) Affidavit of Newspaper Publication with Tear Sheet of Advertisement.
- 3) Certified Bid Tabs with Engineer's seal, number, and signature.

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- ☐ Procurement for this project requires the project to be bid. The bid package referred to above is attached.
- ☐ Procurement for this project falls under small purchase procurement and requires 3 quotes. The quotes are attached.
- ☐ Procurement for this project falls under a procurement master agreement. The master agreement is attached.
- ☐ Procurement for this project used another procurement type and is described below.

Other Procurement description: _____

EXHIBIT 9A

CLEAR SITE CERTIFICATE – CWP Grantee

I _____, the Authorized Official of the «Grantee_Name», certifies that the Grantee has acquired all real property, including easements and rights-of-way, that are or will be required for construction, (erection, extension, modification, addition) operation and maintenance of the utility infrastructure project identified above.

I certify that the Grantee will not use Cleaner Water Program Funds for the purchase of real property (including easements) unless the purchase is from a willing seller.

I certify that, if another water or wastewater entity is served by the Project identified above, either the Grantee cited above or the entity to be served has acquired real property including easements and rights-of-way required for the proposed service.

I certify that the Title Attorney's Certification given on the attached certificate covers all real property including easements and rights-of way required for construction, operation and maintenance of the Grantee's project identified above.

I further certify that all real property, including easements required for the Grantee's project identified above, was acquired in accordance with the requirements of the Surface Transportation and Uniform Relocation Assistance Act of 1987 as set forth in 49 CFR Part 24.

Dated this ____ day of _____, 20 ____

Grantee's Authorized Official

Title (Chairman, Mayor, Commissioner, Manager, Superintendent, etc.)

EXHIBIT 9B

CLEAR SITE CERTIFICATE – Title Attorney

I, _____, an Attorney at Law, acting as Title Counsel to the «Grantee_Name» (the “Grantee”), the owner of the Project cited above, do hereby certify:

1. That I have investigated and ascertained the location of and am familiar with the legal description of the site or sites being provided by the Grantee for all elements of the Project identified above to be constructed (modified, extended, improved, altered) operated and maintained in and upon such site or sites.
2. That I have examined the deed records of the county or counties in which such Project is to be located, and in my opinion the Grantee has a legal and valid fee simple title or such other estate or interest in the site of the Project, including necessary easements and rights-of-way sufficient to assure undisturbed use and possession for the purpose of construction, operation and maintenance for the estimated life of the Project.
3. That any deeds or documents required to be recorded in order to protect the title of the owner and the interest of the Grantee have been duly recorded and filed of record wherever necessary.
4. If applicable, that the title to real property for which the Kentucky Infrastructure Authority funded the cost has been encumbered in accordance with the requirements of State and local law to adequately protect the interest of the Kentucky Infrastructure Authority.
5. Remarks:

Dated this _____ day of _____, 20____.

Attorney at Law: _____

Address: _____

Grant_Number: _____

EXHIBIT 10

**CERTIFICATION REGARDING UTILITY ACCOUNTING , COST-BASED RATES
AND AUDITING**

I, the Authorized Official of the _____
(the "Grantee"), hereby certify that the Grantee agrees, as a condition of its Cleaner Water
Program fund award, as follows:

- a) to establish and use a financial accounting system that accounts for the operations of
water treatment and distribution separately from all other operations of the Grantee;
- b) to establish service rates based upon the cost of providing the service; and
- c) that the Authority may require an audit to be conducted of the Grantee's utility at least
once every two (2) years.

Grantee_Name: _____

Printed Name of Authorized Official

Signature of Authorized Official

Date

Grant_Number: _____

EXHIBIT 11

CERTIFICATE OF PROJECT COMPLETION

Pursuant to the Grant Assistance Agreement between the Kentucky Infrastructure Authority (the "Authority") and the _____ (the "Grantee"), this certificate, signed by the Grantee's Engineer and the Grantee, confirms that the following Project implementation activities are complete.

1. The Project construction has been completed and payment in full has been made to all vendors and/or contractors for labor, services, materials, supplies, machinery, and equipment included in the Project, as appropriate.
2. The Project is complete and is available for the provision of services which are expected to commence on or about _____.
3. A set of Project construction plans, with hand-drawn illustrations and notations reflecting any changes and variances from the original plans, if any, has been delivered to the Project Administrator for use in updating the Water Resources Information System appropriately.

Project Engineer: _____

Date: _____

4. All lands, easements, rights of ways, temporary or permanent permits or other authorizations or clearances as well as necessary constructed structures or facilities in connection with the Project have been acquired, constructed, equipped, and installed and all costs and expenses incurred in connection therewith have been paid in full.

Authorized Official: _____

Project Administrator: _____

Date: _____

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 21CWW376 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: _____
Sandy Williams, Executive Director

Date: _____

CITY OF MARION

By: _____
Authorized Official

Print Name: _____

**THIS AGREEMENT HAS BEEN EXAMINED
BY:**

By: _____
**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.

EXHIBIT 4

26-11

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 House Bill 1 of the 2022 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 _____, and Successors-in-Title, are 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 _____, 202__.

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

EXHIBIT 5

**OPINION OF LEGAL COUNSEL
RELATING TO GRANTEE RESOLUTION**

(Content below to be placed on letterhead of Legal Counsel for Grantee)

(Date)

Kentucky Infrastructure Authority
100 Airport Road, Third Floor
Frankfort, Kentucky 40601

RE: Grant Assistance Agreement by and between Kentucky Infrastructure Authority and Grantee, dated as of _____, 202__.

Ms. Sandy Williams:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and serves as legal counsel to the «Grantee_Name», hereinafter referred to as the “Grantee”. I am familiar with the organizational structure and operations of the Grantee and the laws of the Commonwealth applicable thereto. Additionally, I am familiar with the utility infrastructure project (the “Project”) for which the Grant Assistance Agreement (the “Agreement”) between the Kentucky Infrastructure Authority (the “Authority”) and the Grantee is being authorized, executed and delivered.

I have reviewed the form of Agreement by and between the Authority and the Grantee and the legislation of the governing body authorizing the execution and delivery of said Agreement.

Based upon my review I am of the opinion that:

1) The Grantee is a (unit of local government, or a special purpose governmental entity or a corporation) of the Commonwealth of Kentucky duly organized and validly existing under the Constitution and statutes of the Commonwealth of Kentucky.

2) The Agreement has been duly executed and delivered by the Grantee and is a valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency, or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

3) The Grantee has all necessary power and authority (i) to enter into, perform and consummate all transactions contemplated by the Agreement, and (ii) to execute and deliver the documents and instruments to be executed and delivered by it in connection with the construction of the Project.

4) The execution and delivery of the Agreement and the performance by the Grantee of its obligations thereunder does not and will not conflict with, violate, or constitute a default under any court or administrative order, decree or ruling, or any law, statute, ordinance or regulation, or any agreement, indenture, mortgage, lease, note or other obligation or instrument, binding upon the Grantee, or any of its properties or assets.

5) To the best of my knowledge after due inquiry there is no action, suit, proceedings or investigation at law or in equity before any court, public board or body pending or threatened against, affecting or questioning (i) the valid existence of the Grantee, (ii) the right or title of the members and officers of Grantee to their respective positions, (iii) the authorization, execution, delivery or enforceability of the Agreement or the application of any monies or security therefore, (iv) the construction of the Project, or (v) that would have a material adverse impact on the ability of the Grantee to perform its obligations under the Agreement.

6) None of the proceedings or authority heretofore had or taken by the Grantee for the authorization, execution or delivery of the Agreement has or have been repealed, rescinded, or revoked.

7) All proceedings and actions of the Grantee with respect to which the Agreement is to be delivered were in place or taken at meetings properly convened and held in substantial compliance with the applicable provisions of Sections 61.805 to 61.850 of the Kentucky Revised Statutes.

Respectfully,

EXHIBIT 6A
ENGINEERING SERVICES

If the Grantee's Project requires professional engineering services, such services shall be properly procured in accordance with KRS 45A.730 to 45A.750.

A copy of the Engineering Contract between the Grantee and the Engineer shall be submitted to the Authority, marked as **Exhibit 6A**.

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- ☐ This project requires an engineer and will have an engineering contract.
- ☐ This project was designed by an in-house engineer and will not have an engineering contract.
- ☐ This project does not require design by an engineer and will not have an engineering contract.

EXHIBIT 6B
GRANTEE & ENGINEER FEE CONFIRMATION

The Authority requires that the Engineer's fee be calculated based on the Engineer's estimated net construction cost of the Project in conformance with the latest version of the USDA Rural Development Utility Program Fee Guide.

Consequently, when services of a professional engineer are required for the Grantee's Project, the Grantee and the Project Engineer must confirm, by signature below, that:

The Grantee and the Professional Engineer concur and hereby state that the total dollar amount for all professional engineering services provided to the Grantee by the Engineer relating to the Project, as set out in the Project Profile, to be paid in sum, cumulatively, over the course of Project implementation, shall be less than or not to exceed the fee amounts as set out in the approved Project Profile Budget, as determined by the Engineer. Higher amounts for materials costs and construction costs than those estimated as contained in the Project Profile, as may result from Project bidding, do not warrant an increase in Engineering Fees unless the Project must be re-bid or infrastructure components must be re-designed as a consequence of bid-price overages. Further, it is understood that any proposed amendment to the Engineering Contract, as relates to the Grantee's Project is subject to prior written approval of the Authority.

Grantee Authorized Official: _____

Signature

Professional Engineering Firm: Eclipse Engineers

Professional Engineer: _____

Signature

Please check the box below if the project does not require a contract with an outside engineer. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

☐

This form does not apply because the project was designed by an in-house engineer or the project does not require design by an engineer.

EXHIBIT 8
COPY OF KENTUCKY DIVISION OF WATER APPROVAL LETTER
FOR
ENGINEER'S PROJECT PLANS & SPECIFICATIONS

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- ☐ This project requires DOW approval and the approval letter is attached.
- ☐ This project does not require DOW approval and the approval letter is not applicable.

EXHIBIT 9

THE BID PACKAGE

Provide a signed copy of each of the following elements of the Bid Package to the Authority within 14 days of bid opening:

- 1) Engineer's Approval of "as-bid" project budget, with Engineer's signature.
- 2) Affidavit of Newspaper Publication with Tear Sheet of Advertisement.
- 3) Certified Bid Tabs with Engineer's seal, number, and signature.

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- ☐ Procurement for this project requires the project to be bid. The bid package referred to above is attached.
- ☐ Procurement for this project falls under small purchase procurement and requires 3 quotes. The quotes are attached.
- ☐ Procurement for this project falls under a procurement master agreement. The master agreement is attached.
- ☐ Procurement for this project used another procurement type and is described below.

Other Procurement description: _____

EXHIBIT 9A

CLEAR SITE CERTIFICATE – CWP Grantee

I _____, the Authorized Official of the «Grantee_Name», certifies that the Grantee has acquired all real property, including easements and rights-of-way, that are or will be required for construction, (erection, extension, modification, addition) operation and maintenance of the utility infrastructure project identified above.

I certify that the Grantee will not use Cleaner Water Program Funds for the purchase of real property (including easements) unless the purchase is from a willing seller.

I certify that, if another water or wastewater entity is served by the Project identified above, either the Grantee cited above or the entity to be served has acquired real property including easements and rights-of-way required for the proposed service.

I certify that the Title Attorney's Certification given on the attached certificate covers all real property including easements and rights-of way required for construction, operation and maintenance of the Grantee's project identified above.

I further certify that all real property, including easements required for the Grantee's project identified above, was acquired in accordance with the requirements of the Surface Transportation and Uniform Relocation Assistance Act of 1987 as set forth in 49 CFR Part 24.

Dated this ____ day of _____, 20____

Grantee's Authorized Official

Title (Chairman, Mayor, Commissioner, Manager, Superintendent, etc.)

EXHIBIT 9B

CLEAR SITE CERTIFICATE – Title Attorney

I, _____, an Attorney at Law, acting as Title Counsel to the «Grantee_Name» (the “Grantee”), the owner of the Project cited above, do hereby certify:

1. That I have investigated and ascertained the location of and am familiar with the legal description of the site or sites being provided by the Grantee for all elements of the Project identified above to be constructed (modified, extended, improved, altered) operated and maintained in and upon such site or sites.
2. That I have examined the deed records of the county or counties in which such Project is to be located, and in my opinion the Grantee has a legal and valid fee simple title or such other estate or interest in the site of the Project, including necessary easements and rights-of-way sufficient to assure undisturbed use and possession for the purpose of construction, operation and maintenance for the estimated life of the Project.
3. That any deeds or documents required to be recorded in order to protect the title of the owner and the interest of the Grantee have been duly recorded and filed of record wherever necessary.
4. If applicable, that the title to real property for which the Kentucky Infrastructure Authority funded the cost has been encumbered in accordance with the requirements of State and local law to adequately protect the interest of the Kentucky Infrastructure Authority.
5. Remarks:

Dated this ____ day of _____, 20__.

Attorney at Law: _____

Address: _____

Grant_Number: _____

EXHIBIT 10

**CERTIFICATION REGARDING UTILITY ACCOUNTING , COST-BASED RATES
AND AUDITING**

I, the Authorized Official of the _____
(the "Grantee"), hereby certify that the Grantee agrees, as a condition of its Cleaner Water
Program fund award, as follows:

- a) to establish and use a financial accounting system that accounts for the operations of
water treatment and distribution separately from all other operations of the Grantee;
- b) to establish service rates based upon the cost of providing the service; and
- c) that the Authority may require an audit to be conducted of the Grantee's utility at least
once every two (2) years.

Grantee_Name: _____

Printed Name of Authorized Official

Signature of Authorized Official

Date

Grant_Number:_____

EXHIBIT 11

CERTIFICATE OF PROJECT COMPLETION

Pursuant to the Grant Assistance Agreement between the Kentucky Infrastructure Authority (the "Authority") and the _____ (the "Grantee"), this certificate, signed by the Grantee's Engineer and the Grantee, confirms that the following Project implementation activities are complete.

1. The Project construction has been completed and payment in full has been made to all vendors and/or contractors for labor, services, materials, supplies, machinery, and equipment included in the Project, as appropriate.
2. The Project is complete and is available for the provision of services which are expected to commence on or about _____.
3. A set of Project construction plans, with hand-drawn illustrations and notations reflecting any changes and variances from the original plans, if any, has been delivered to the Project Administrator for use in updating the Water Resources Information System appropriately.

Project Engineer: _____

Date: _____

4. All lands, easements, rights of ways, temporary or permanent permits or other authorizations or clearances as well as necessary constructed structures or facilities in connection with the Project have been acquired, constructed, equipped, and installed and all costs and expenses incurred in connection therewith have been paid in full.

Authorized Official: _____

Project Administrator: _____

Date: _____

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, House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly approved a \$250,000,000 allocation in Federal Funds for Fiscal Year 2023 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 2022 Regular Session, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant Number 22CWW409 in the principal amount of \$256,134 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: _____
Sandy Williams, Executive Director

Date: _____

CITY OF MARION

By: _____
Authorized Official

Print Name: _____

**THIS AGREEMENT HAS BEEN EXAMINED
BY:**

By: _____
**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.



**CITY OF MARION, KENTUCKY
ORDINANCE NO. 26-14**

**AN ORDINANCE RELATING TO THE TAX LEVY FOR THE YEAR OF 2026
CITY OF MARION, KENTUCKY**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARION, KENTUCKY AS FOLLOWS:

SECTION 1: That an ad valorem tax of \$.2270 be and is hereby levied on each One Hundred Dollar (\$100.00) of fair cash value of all real property in the City of Marion, Kentucky.

SECTION 2: That an ad valorem tax of \$.2900 be and is hereby levied on each One Hundred Dollar (\$100.00) of fair cash value of all personal property in the City of Marion, Kentucky.

SECTION 3: That an ad valorem tax of \$.2270 be and is hereby levied on each One Hundred Dollars (\$100.00) of fair cash value of all Public Utilities.

SECTION 4: That in accordance with KRS 132.487 (2) and ad valorem tax of \$.2270 be and is hereby levied on each One Hundred Dollar (\$100.00) of fair cash value of all motor vehicles in the City of Marion, Kentucky; and this accordance with KRS 132.488, and as valorem tax of \$.2270 be and is hereby levied on each One Hundred Dollar (\$100.00) of fair cash value of all motorboats in the City of Marion, Kentucky.

SECTION 5: That the tax under Sections 1,2,3, and 4 shall be levied for the purpose of providing public services such as fire protection, police protection, maintenance, repair and improvement of street and parks and for taking care of the general miscellaneous expenses of the City of Marion, Kentucky. All taxes listed, supra, shall be paid into the General Fund of the City.

SECTION 6: That this tax levy ordinance DOES NOT pertain or relate to the franchise tax on all deposits, as defined in KRS Chapter 136, maintained by such financial institutions in the City of Marion, Kentucky in that the Bank Franchise and Local Deposits Tax was set by Ordinance Number 96-13 passed on August 19, 1996 and published in the Crittenden Press on August 22, 1996.

SECTION 7: That all taxes levied hereby shall become due and payable on the first day of July 2026. The City of Marion, Kentucky shall have a lien for taxes upon any and all property subject to taxation, which lien shall be superior to all encumbrances prior or subsequent; and all taxes which are not paid on or before the first day of November 2026 shall be deemed delinquent and shall be subjected to a penalty of twenty-five per cent (25%) and shall bear interest at the rate of ten per cent (10%) per annum. Furthermore, any individual, firm or corporation failing to pay such taxes herein levied by this ordinance on or before the first day of November 2026 shall pay said twenty-five (25%) penalty and interest at the rate of ten per cent (10%) per annum in addition to the amount of such tax then due and unpaid.

SECTION 8: All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of the conflict.

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

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

INTRODUCED AND GIVEN FIRST READING: _____

GIVEN SECOND READING AND PASSED: _____

PUBLISHED IN THE CRITTENDEN PRESS: _____

D'ANNA BROWNING, MAYOR

ATTEST: _____
CORTNY COSBY, CITY CLERK

NOTICE OF PUBLIC HEARING

Pursuant to KRS 132.027, the City of Marion will hold a public hearing, Thursday, September 3rd, 2026, at 4:45 PM CT/5:45 PM ET, City Hall, 217 South Main Street, Marion, Kentucky, to hear comments from the public regarding proposed 2026 Tax Rates on Real Property.

As required by state law, this notice includes the following information:

	<i>Tax Rate Per \$100 Assessed Valuation</i>	
1. Prior Year Tax Rate and Revenue Produced from Real Property	<u>0.2290</u>	<u>\$249,234</u>
2. Tax Rate Proposed for Current Year And Expected Revenue from Real Property	<u>0.2270</u>	<u>\$257,433</u>
3. Compensating Tax Rate and Expected Revenue from Real Property	<u>0.2198</u>	<u>\$249,268</u>
4. Revenue Expected from New Property	<u>0.2286</u>	<u>\$ -0-</u>
5. Prior Year Tax Rate and Revenue Produced from Personal Property	<u>0.2710</u>	<u>\$36,118</u>
6. Tax Rate Proposed for Current Year and Revenue Produced from Personal Property	<u>0.2900</u>	<u>\$36,696</u>
7. Compensating Tax Rate and Expected Revenue from Personal Property	<u>0.2857</u>	<u>\$36,156</u>

Revenues in excess of the revenue produced in the preceding year will be spent in the general areas of City Government.

THE KENTUCKY GENERAL ASSEMBLY HAS REQUIRED PUBLICATION OF THIS
ADVERTISEMENT AND THE INFORMATION CONTAINED HEREIN.

D'ANNA BROWNING, MAYOR



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

AN ORDINANCE OF THE CITY OF MARION, KENTUCKY, AMENDING TITLE VII: TRAFFIC CODE, CHAPTER 70, GENERAL PROVISIONS, SECTION 70.01 AND AMENDING CHAPTER 73, BICYCLES AND MOTORCYCLES, SECTION 73.01 OF THE CODE OF ORDINANCES OF THE CITY OF MARION; TO PROVIDE FOR THE USE AND OPERATION OF BICYCLES AND ELECTRIC BICYCLES

WHEREAS, the City of Marion desires to adopt an ordinance controlling and regulating the operation of Bicycles and Electric Bicycles, as those terms are defined herein, within the City of Marion; and

WHEREAS, the City Council finds adopting an Ordinance will aid in establishing an efficient and safe environment for the public use of city pathways, streets, sidewalks paths and trails; and

WHEREAS, the City Council of the City of Marion, Kentucky, hereby finds this Ordinance to be in the best interest of the public health, safety, and welfare of the citizens of Marion.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council. Further, it is the intent of this section to, under certain circumstances, authorize municipal regulation of the operation of electric bicycles upon City maintained roads and sidewalks in certain incorporated areas of the City of Marion. Adoption of this section shall not be relied upon as a determination that the operation of electric bicycles, electric powered cycles and/or any other vehicle or device on roads or public sidewalks is safe or advisable. All persons operating the devices described herein do so at their own risk, and must be observant of, and attentive to, the safety of themselves and other motorists, cyclists and pedestrians.

Section 2. Amendment to Chapter 70 of the City of Marion Ordinances. By adding the following:

Section 70.01 Definitions.

1. **BICYCLE** means a vehicle propelled solely by human power, having two tandem wheels, and including any device generally recognized as a bicycle though

equipped with two front or two rear wheels. The term does not include a scooter or similar device.

2. **BICYCLE LANE** means any portion of a roadway or highway which is designated by pavement markings and signs for preferential or exclusive use by bicycles.
3. **BICYCLE PATH** means any road, path, or way open to bicycle travel, which road, path, or way is physically separated from motorized vehicular traffic by an open space or by a barrier and is located either within the highway right-of-way or within an independent right-of-way.
4. **CITY OWNED** means
 - a. Property in which the City has a property interest, such as fee simple ownership or an easement, and
 - b. Property in which the City maintains regardless of ownership, such as rights-of-way which are in incorporated areas but are maintained by the City.
6. **DAYTIME** means the period from a half hour before sunrise to a half hour after sunset. The term **NIGHTTIME** means at any other hour.
7. **ELECTRIC BIKE or E-BIKE** means a bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of 750 watts or less. E-BIKES are divided into three general classes:
 - a. **Class 1:** E-bikes are pedal-assisted only, with no throttle, and have a maximum assisted speed of 20 miles per hour.
 - b. **Class 2:** E-bikes having a maximum speed of 20 miles per hour but are throttle-assisted.
 - c. **Class 3:** E-bikes which are pedal-assisted only, with no throttle, and a maximum assisted speed of 28 miles per hour.Any and all E-bikes shall not have any throttle-assistance above 20 miles per hour. All E-bikes shall have a permanently affixed label that contains the classification number, top assisted speed, and motor wattage.
8. **Rider or operator** means a person riding, driving, or otherwise operating a Bike, E-Bike, or Electric Cycle.
9. **Government issued photographic identification** means a driver license, passport, military ID, school ID, identification card or comparable government ID displaying an individual's name, date of birth, and photograph.

Section 3. Amendment to Chapter 73 of the City of Marion Ordinances. By repealing and replacing Section 73.01 with the following:

Section 73.01 OPERATIONS OF BICYCLES AND ELECTRIC BIKES

1. Bicycles
 - a. Bicycles may be operated on bicycle lanes, bicycle paths, roadways, and sidewalks consistent with this ordinance. When operating on roadways, bicycle operators shall comply with all traffic regulations.
 - b. Every bicycle operated at nighttime shall be equipped with a lamp on the front exhibiting a white light visible from a distance of at least 500 feet to the front and a lamp and reflector on the rear, each exhibiting a red light visible from a distance of 600 feet to the rear. All safety lights shall be on and operational when used at nighttime.

2. Electric Bike or E-Bike

- a. E-Bikes may be operated on bicycles lanes, bicycles paths, roadways, and sidewalks consistent with this ordinance. When operating on roadways, E-Bike operators shall comply with all traffic regulations. When operating on sidewalks and paths, E-bike operators shall comply with all pedestrian traffic signs and intersection signalization.
- b. It is unlawful to operate an E-Bike in a bicycle lane, bicycles path, right-of-way, roadways, and sidewalks in an unsafe and reckless manner to include but not limited to failure to yield, failure to slow when passing pedestrians, failure to give an audible signal when passing, failure to operate with due care, and excessive speed. The operation of an E-Bike that produces more than 750 watts of power is prohibited on the roadways, sidewalks, right-of-ways, bicycles paths, and bicycles lanes within the jurisdiction of the City of Marion.
- c. Removal of pedals from E-Bikes and/or modification to the propulsion system either physically or via software prohibits the use of an E-bike within the jurisdiction of the City of Marion. The E-bike shall display the manufacturer's class label. Tampering that alters class characteristics without relabeling is prohibited.
- d. E-Bikes operated at nighttime shall be equipped with a lamp on the front exhibiting a white light visible from a distance of at least 500 feet to the front and a lamp and reflector on the rear each exhibiting a red light visible from a distance of 600 feet to the rear. All safety lights shall be on and operational when used at nighttime.
- e. A person operating an E-Bike upon and along a sidewalk, or across a roadway upon and along a crosswalk, shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.
- f. No person under 11 years of age may operate an E-Bike on any road, right-of-way, bicycle lane, bicycle path, sidewalk, or other City-owned property. Nothing herein prohibits a minor under the minimum age from riding as a passenger on an Electric Bicycle designed and equipped for a passenger.
- g. Passengers are prohibited on electric bicycles unless the bicycle is specifically equipped with a designated passenger seat and meets all applicable safety standards under Kentucky Revised Statutes.
- h. Any person operating an E-Bike shall carry a government-issued photographic identification and shall present such identification upon lawful request of a law enforcement officer.
- i. Within posted school zones when flashing, and within 50 feet of any marked crosswalk or intersection corner, an E-bike operator shall slow to pedestrian speed and yield to pedestrians. Pedestrian speed is considered a speed not exceeding 5 miles per hour or slow enough for the operator to yield to pedestrians and stop within a short distance to avoid conflict.

3. Helmet Requirements

- a. An operator or passenger under 16 years of age on a Bicycle or Electric Bicycle must wear a properly fitted, securely fastened bicycle helmet upon the operator’s or passenger’s head that meets the federal safety standard for bicycle helmets.

Penalty, see § 73.99

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

E-BIKES AND MICROMOBILITY DEVICE REGULATION



Senate Bill (SB) 3484, which takes effect January 1, 2027 if enacted into law by Governor JB Pritzker, establishes a statewide framework for the regulation of electric bicycles (e-bikes) and electric micromobility (e-micromobility) devices in Illinois. The Illinois Municipal League worked with the Illinois Secretary of State's (ILSOS) Office and stakeholders during development of this legislation to ensure municipal operational concerns and enforcement considerations were incorporated into the legislative framework. ILSOS has released guidance ([available via this link](#)) regarding e-bikes and micromobility regulation.

This legislation creates uniform classifications and operational standards for low-speed e-bikes, electric scooters (e-scooters), skateboards, unicycles and similar devices, while clarifying when high-speed devices are regulated as motor-driven cycles under the Illinois Vehicle Code. SB 3484 directly impacts municipal roadway management, enforcement practices and public safety considerations within local rights-of-way.

WHAT ARE E-BIKES AND MICROMOBILITY DEVICES?

E-bikes and e-micromobility devices are small, electric-powered transportation devices increasingly used on local roadways, bike lanes and shared-use infrastructure. These devices include low-speed e-bikes (Class 1, Class 2 and Class 3), e-scooters, electric skateboards (e-skateboards), electric unicycles (e-unicycles) and other e-micromobility devices.

This legislation classifies these devices based on factors including speed capability, motor wattage and device type. Devices capable of operating in excess of 28 miles per hour (mph) may be regulated as motor-driven cycles under the Illinois Vehicle Code.

TITLE AND REGISTRATION REQUIREMENTS

Beginning January 1, 2027, certain motor-driven cycles powered by electric motors exceeding 750 watts and certain gas-powered bicycles capable of speeds greater than 28 mph will be subject to certificate of title requirements under the Illinois Vehicle Code.

MUNICIPAL AND LAW ENFORCEMENT CONSIDERATIONS

Prior to implementation, municipalities and law enforcement agencies should:

- Review local ordinances for consistency with this legislation;
- Evaluate roadway, sidewalk and shared-use path regulations;
- Review enforcement protocols and operational practices; and,
- Update local guidance related to micromobility device operation and safety.



AUTHORIZATION AND POTENTIAL LIABILITY

The operation of e-bikes and e-micromobility devices may occur within municipal rights-of-way, including streets, bike lanes and shared-use paths. While municipalities retain authority regarding roadway management and local transportation infrastructure, SB 3484 establishes statewide operational standards and classifications that municipalities must administer consistent with this legislation.

As these devices become more prevalent, municipalities should be aware that:

- Increased use may create heightened safety risks involving pedestrians, vehicles and other users of the public right-of-way;
- Decisions regarding roadway design, signage and permitted uses may impact potential liability exposure; and,
- The absence of clear local operational policies may create enforcement and risk management challenges.

Municipal officials are encouraged to review existing ordinances and operational practices to ensure consistency with this legislation and area transportation conditions.

SIGNAGE REQUIREMENTS

This legislation requires state and local government entities with jurisdiction involving bicycle-specific areas to install permanent signage or pavement markings where motor-driven cycles are prohibited. This requirement applies to bicycle lanes, shared-use paths, bicycle trails and other bicycle-specific areas established under state or local law.

DEVICE CLASSIFICATIONS

Device classification is based on speed capability, motor wattage and operational characteristics, which determine whether a device is regulated under micromobility provisions or motor vehicle laws.

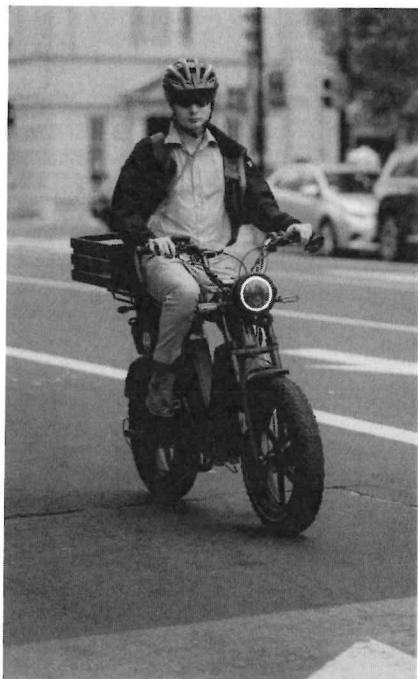
LOW-SPEED E-BIKES (CLASS 1, 2 AND 3)

Low-speed e-bikes are classified as Class 1, Class 2 or Class 3 devices under this legislation. Class 1 and Class 2 e-bikes provide electric assistance up to 20 mph and Class 3 e-bikes provide pedal-assist up to 28 mph. These devices may generally operate on roadways, bike lanes and shared-use paths consistent with state and local requirements. Operation on sidewalks may be restricted under state or local law depending on device classification and location.



E-MICROMOBILITY DEVICES

E-scooters, skateboards and unicycles fall within this category. These devices may generally operate on roadways with posted speed limits of 35 mph or less and on high-speed roadways where bicycle lanes are present, subject to state and local restrictions. E-micromobility devices are prohibited from operating on sidewalks under the legislation and operators must be at least 16 years old.



HIGH-SPEED E-BIKES AND E-MOTOS

Devices exceeding 750 watts or that are capable of operating in excess of 28 mph may be classified as motor-driven cycles under the Illinois Vehicle Code. These devices are subject to driver's license requirements, vehicle registration requirements, insurance requirements and additional motor vehicle regulations. Motor-driven cycles are prohibited from operating on bicycle-specific areas where prohibited by state or local law.



TOY VEHICLES

Low-speed devices designed for children and operating at speeds of 10 mph or less are regulated separately from e-micromobility devices under the Illinois Vehicle Code. These devices are treated as pedestrians and may operate on sidewalks, unless restricted locally.

RESTRICTIONS FOR E-BIKE AND MICROMOBILITY DEVICE USE

Municipal officials and law enforcement should be aware of the following statewide requirements:

- Devices capable of operating in excess of 28 mph may be regulated as motor-driven cycles and subject to additional licensing, registration and insurance requirements;
- Operators of e-micromobility devices must be at least 16 years of age;
- E-micromobility devices are prohibited from operating on sidewalks;
- E-micromobility devices may generally operate on roadways with speed limits up to 35 mph and on high-speed roadways where bicycle lanes are present;
- Devices classified as motor-driven cycles must comply with applicable motor vehicle requirements, including licensure, registration and insurance;
- A person may not tamper with or modify a device to exceed its designed speed capability;
- Motor-driven cycles and certain high-speed devices remain subject to Illinois DUI laws under the Illinois Vehicle Code;
- Retailers and manufacturers are prohibited from misrepresenting high-speed devices as low-speed e-bikes; and,
- All devices must be operated in a safe manner consistent with roadway conditions and applicable traffic laws.

iml.org



CHAPTER 74: BICYCLES, MOTORCYCLES, AND ALL-TERRAIN VEHICLES

Section

- 74.01 Definitions
- 74.02 Operation of bicycles and electric bicycles
- 74.03 Operation of motorcycles, powered bicycles, and powered micro-mobility vehicles
- 74.04 Designation of bikeways
- 74.05 Clinging to vehicles
- 74.06 Operation of skateboard
- 74.07 Protective helmet required
- 74.08 Operation of all-terrain vehicles
- 74.09 Operation of mopeds; rules and regulations
- 74.10 Operation of moped by minor; impoundment

- 74.98 Severability
- 74.99 Penalty

§ 74.01 DEFINITIONS.

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BICYCLE. A vehicle with one, two, or three wheels, solely human-powered, propelled by operable pedals (or a hand-driven equivalent) affixed to a mechanical propulsion system transmitted to one or more wheels, and has handlebars for steering and a saddle-like seat.

BIKEWAY. Any facility that designates space for bicycles, electric bicycles, and powered micro-mobility vehicles, separate from motor vehicle traffic. This may include, but is not limited to, trails, paths, parts of a roadway, or a surface or smoothed shoulder.

ELECTRIC BICYCLE (E-BIKE). A two- or three-wheeled vehicle with fully operable pedals and an electric motor of less than 1,000 watts (1.5 h.p.), whose maximum speed on a paved level surface, when powered solely by such a motor while ridden by an operator who weighs 170 pounds, is less than 20 mph.

MOTOR VEHICLE. Any machine which is capable of the transportation of persons or property and which is powered by an internal combustion, diesel, or electric engine and/or motor. This category shall include, but not be limited to, automobiles, semitrucks, mopeds, and motorcycles.

POWERED BICYCLE. A wheeled vehicle that: 1) Has operable pedals; 2) Is steered by the operator using handlebars; 3) Has a seat for the operator (and passenger); and 4) Is powered partially or fully by an internal combustion engine.

POWERED MICRO-MOBILITY VEHICLE. A vehicle that has a curb weight of less than or equal to 500 pounds (227 kg), a top speed of 20 mph or less, and is powered by an electric motor. This category shall include, but not be limited to, mobility scooters, stand-up scooters, and segways.

PROTECTIVE HELMET. A piece of headgear which meets or exceeds the impact standards for protective bicycle helmets set by the U.S Consumer Product Safety Commission (CPSC), the American Society for Testing and Materials (ASTM) or the Snell Memorial Foundations (SNELL).

ROLLER SKATES. Any self-propelled footwear or device which may be attached to the foot or footwear to which wheels are attached and such wheels may be used by the wearer in moving, including in-line skates known as "roller blades".

SKATEBOARD. Any board or platform with attached small wheels that is completely self-propelled and used for individual transportation. A nonmotorized scooter (a board with a handle) is considered a skateboard.

(Lou. Metro Ord. No. 157-2021, approved 11-11-2021)

§ 74.02 OPERATION OF BICYCLES AND ELECTRIC BICYCLES.

(A) No person 11 years of age or older shall operate a bicycle or an electric bicycle on the sidewalks located within the geographical boundary limits of Louisville/Jefferson County Metro Government ("Louisville Metro"). Provided, however, no person, regardless of age, shall operate a bicycle or an electric bicycle on the sidewalks of Louisville Metro within the Downtown Form District, as defined in the Land Development Code for all of Louisville/Jefferson County, Kentucky, as amended.

(B) No operator of any bicycle or electric bicycle shall carry another person on such bicycle or electric bicycle, except as provided herein.

(1) A bicycle or an electric bicycle shall not be used to carry more persons at one time than the number for which it is designed and equipped. Riders of "tandem bicycles" all must be able to comfortably reach the pedals of the bicycle or electric bicycle.

(2) A passenger shall ride only upon a permanent and regular seat attached to the bicycle or the electric bicycle, or to a trailer towed by the bicycle or the electric bicycle.

(3) An adult may carry a child as a passenger, provided that the child meets all of the following conditions:

(a) Is over the age of one;

(b) Weighs less than 40 pounds or is less than 40 inches in height;

(c) Is properly seated in a permanent and attached child seat or in a trailer attached to the bicycle or the electric bicycle, provided that the seat/trailer is equipped with a harness to hold the child securely to the seat, and protection is provided against the child's feet or hands hitting the spokes of the wheels;

(d) Is able to maintain an erect, seated position on the bicycle or the electric bicycle;

(e) Is wearing an appropriately-sized helmet that is secured to the head by straps while the bicycle or the electric bicycle is being operated, or is in an enclosed bicycle trailer that protects the passenger's head from impact in an accident; and

(f) Does not remain in the child seat or trailer when the bicycle operator is not in immediate control of the bicycle or the electric bicycle.

(C) So long as they are acting within the scope of their official duties, subsection (A) shall not apply to officers with Louisville Metro Police Department, nor to employees of Louisville Metro Emergency Medical Services, Louisville Fire and Rescue, the suburban fire protection districts, Louisville and Jefferson County Emergency Management Agency, nor to Downtown Management District Clean and Safety Team personnel, nor to private security personnel employed by hospitals located within the Downtown Form District.

(1999 Lou. Code, § 74.01) (Lou. Ord. No. 85-1961, approved 4-27-1961; Lou. Am. Ord. No. 79-1992, approved 5-12-1992; Lou. Metro Am. Ord. No. 176-2004, approved 11-24-2004; Lou. Metro Am. Ord. No. 76-2006, approved 5-4-2006; Lou. Metro Am. Ord. No. 157-2021, approved 11-11-2021) Penalty, see § 74.99

§ 74.03 OPERATION OF MOTORCYCLES, POWERED BICYCLES, AND POWERED MICRO-MOBILITY VEHICLES.

(A) No operator of any motorcycle, powered bicycle, or powered micro-mobility vehicle shall carry another person except on a seat attached thereto or in a side car attached to the vehicle.

(B) No operator of a motorcycle or powered bicycle shall operate such vehicle in any public park, except on a roadway or in a parking area or area designated therein for said use.

(C) No operator of a motorcycle, powered bicycle, or powered micro-mobility vehicle shall operate such vehicle in any public playground, except to access said facilities.

(D) All dockless powered micro-mobility vehicles must adhere to the regulations and standards in Louisville Metro's Dockless Vehicle Policy.

(1999 Lou. Code, § 74.02) (Lou. Ord. No. 84-1961, approved 4-27-1961; Lou. Metro Am. Ord. No. 31-2004, approved 3-18-2004; Lou. Metro Am. Ord. No. 157-2021, approved 11-11-2021) Penalty, see § 74.99

§ 74.04 DESIGNATION OF BIKEWAYS.

(A) The Director of Public Works is authorized to designate bikeways for the sole use of bicycles, electric bicycles, roller skates, skateboards and powered micro-mobility vehicles, except where otherwise prohibited. Immediately after such designation, the Director of Public Works shall cause to be posted on the bikeways signs indicating that the bikeways are for the sole use of bicycles, electric bicycles, roller skates, skateboards and powered micro-mobility vehicles, except where otherwise prohibited. These bikeways may be either a lane separate from the paved portion of a motorized vehicle right-of-way or a separate, designated lane in a paved motorized vehicle right-of-way. The Director of Public Works shall utilize signs appropriate to each type of bikeway. The Director of Public Works shall publish guidelines for the manner of use of allowed vehicles in bikeways.

(B) No person shall operate a vehicle other than those authorized pursuant to paragraph (B) of this section, including, but

not limited to, motor vehicles, powered bicycles, any vehicles with a combustion engine or any electric vehicles that do not meet the definitions of a powered micro-mobility vehicle or electric bicycle, on bikeways designated by the Director of Public Works and posted as herein set out. However, motorized maintenance vehicles of any kind that are owned and operated by Metro Government or contracted through Metro Government are excepted from this provision. The drivers of such Metro Government vehicles shall act in good faith to preserve the integrity of the bikeways and reduce harm to infrastructure related to the bikeways.

(1999 Lou. Code, § 74.03) (Lou. Ord. No. 72-1979, approved 5-30-1979; Lou. Am. Ord. No. 144-1982, approved 8-11-1982; Lou. Metro Am. Ord. No. 176-2004, approved 11-24-2004; Lou. Metro Am. Ord. No. 157-2021, approved 11-11-2021) Penalty, see § 74.99

§ 74.05 CLINGING TO VEHICLES.

(A) No person while riding on a bicycle, electric bicycle, roller skates, skateboard or powered micro-mobility vehicle shall cling to any moving vehicle on any street, or fasten or attach the vehicle on which they are riding thereto.

(B) No person shall ride on the projection, running board, or fenders of any vehicle.

(C) This subsection shall not apply to employees who are authorized by the policies of the Department of Solid Waste Management Services, or a private contractor that handles garbage pickup within Louisville Metro, subject to the restrictions set forth in said policies.

(1999 Lou. Code, § 74.05) (Lou. Metro Am. Ord. No. 176-2004, approved 11-24-2004; Lou. Metro Am. Ord. No. 157-2021, approved 11-11-2021) Penalty, see § 74.99

§ 74.06 OPERATION OF SKATEBOARDS.

(A) No person shall ride upon any type of skateboard in any publicly-owned parking lot or parking structure.

(B) No person shall ride upon any type of skateboard where expressly prohibited, including but not limited to any area of Waterfront Park which has been designated and posted by the Waterfront Development Corporation as a skateboard-prohibited area.

(C) The prohibition in subsection (A) shall not apply to such activities undertaken during a special event or festival for which an Event Permit has been obtained from the Metro Government.

(1999 Lou. Code, § 74.08) (Lou. Ord. No. 77-1997, approved 5-1-1997; Lou. Metro Am. Ord. No. 176-2004, approved 11-24-2004; Lou. Metro Am. Ord. No. 157-2021, approved 11-11-2021) Penalty, see § 74.99

§ 74.07 PROTECTIVE HELMET REQUIRED.

(A) *Prohibitions.*

(1) No person while on the premises of the Louisville Extreme Park shall ride, propel or in any manner operate roller skates, a skateboard, or bicycle unless they are wearing a protective helmet at all times when the roller skates, skateboard, or bicycle is in motion.

(2) No person under the age of 18 years shall ride, propel or in any manner operate roller skates or a skateboard on public rights-of-way, streets, public roadways, public parks and other public recreational facilities in Louisville Metro, unless they are wearing a protective helmet at all times when the roller skates or skateboard is in motion.

(3) No person under the age of 18 years shall ride, propel or in any manner operate a bicycle or electric bicycle on any park roads to include contiguous roads or in public parks in Louisville Metro, unless they are wearing a protective helmet.

(Lou. Ord. No. 122-2002, approved 9-24-2002; Lou. Am. Ord. 124-2002, approved 9-24-2002; Lou. Metro Am. Ord. No. 176-2004, approved 11-24-2004; Lou. Metro Am. Ord. No. 157-2021, approved 11-11-2021)

§ 74.08 OPERATION OF ALL-TERRAIN VEHICLES.

(A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ALL-TERRAIN VEHICLE. Any motor vehicle used for recreational off-road use.

PUBLIC HIGHWAY. Any public road, street, avenue, alley or boulevard, bridge, viaduct or trestle and the approaches to them and includes private residential roads and parking lots (covered by agreement), and off-street parking facilities offered for public use.

(B) *Operation of all-terrain vehicles.*

(1) The operation of all-terrain vehicles (ATVs) in Louisville Metro is prohibited on public highways, pursuant to KRS 189.515, by any person who is not a law enforcement officer with Louisville Metro Police Department ("LMPD") or Jefferson County Sheriffs Office ("JCSO").

(2) LMPD and JCSO officers are permitted to operate ATVs on all public highways in Louisville Metro under the following conditions:

- (a) Operation of the ATV must be limited to carrying out official police business;
- (b) Operator of the ATV shall be easily identified as a law enforcement officer;
- (c) Operation of the ATV must be in accordance with KRS 189.515 including the following requirements:
 - 1. The operator of the ATV shall possess a valid operator's license;
 - 2. The operator of the ATV shall comply with all applicable traffic regulations;
 - 3. The ATV shall have at least one headlight and two taillights illuminated at all times the vehicle is in operation;
 - 4. The ATV may only operate during daylight hours, except when engaged in snow removal or emergency road maintenance;
- (d) Any ATV operated on public highway must maintain insurance as required by law pursuant to KRS Chapter 304.39.

(Lou. Metro Ord. No. 108-2017, approved 6-8-2017; Lou. Metro Am. Ord. No. 81-2024, approved 6-11-2024)

§ 74.09 OPERATION OF MOPEDS; RULES AND REGULATIONS.

(A) *Definition.* For the purpose of this section, the following definition shall apply unless the context clearly indicates or requires a different meaning.

MOPED. A motorized bicycle whose frame design may include one or more horizontal crossbars supporting a fuel tank so long as it also has pedals, or a motorized bicycle with a step-through type frame which may or may not have pedals rated no more than two brake horsepower, a cylinder capacity not exceeding 50 cubic centimeters, an automatic transmission not requiring clutching or shifting by the operator after the drive system is engaged, and capable of a maximum speed of not more than 30 miles per hour.

(B) Every person shall, before operating a moped upon a street located within the geographical boundaries of Jefferson County, be 16 years of age or older and must secure and have in his or her possession a valid operator's license or instruction permit as provided in KRS Chapter 186.

(C) Parents or legal guardians of any minor under the age of 18 years shall not authorize or permit such minor to violate any provision of this chapter under circumstance where the parent or guardian knew or should have known of such violation.

(D) No person shall operate or ride as a passenger on a moped unless that person wears approved protective headgear and an approved eye protective device required for motorcycle operators and passengers, which protective headgear meets the minimum requirements prescribed by the Secretary of the Kentucky Transportation Cabinet under 601 KAR 14:010.

(E) No person shall operate or ride as a passenger on a moped except on a seat permanently attached to that moped and specifically designed to carry the operator or passenger in a safe manner and except when using a foot rest permanently attached to that moped and specifically designed to carry that person in a safe manner.

(F) No operator of any moped on a Jefferson County street shall drive the moped abreast of any operator of any other vehicle while in the same lane as that vehicle.

(G) No operator of any moped shall drive the vehicle upon or within any public park or public school real property within the geographical boundaries of Jefferson County unless a designated path or roadway exists therein as determined and posted by the appropriate authority or public body entitled under law to exercise control in such area, or unless general vehicular operation is otherwise permitted.

(H) No operator of any moped shall drive the vehicle upon any sidewalk within the geographical boundaries of Jefferson County.

(I) All operators of mopeds on Jefferson County streets shall use the appropriate light signals when stopping or turning.

(J) No moped shall be operated on Jefferson County streets unless it is equipped with:

(1) At least one and not more than two headlamps which shall comply with the requirements and limitations of KRS 189.040.

(2) One red light, which when lighted or a red reflector, which upon illumination, is visible for at least 500 feet.

(3) At least one white reflector on each side of both the front and rear wheel and which, upon illumination, are visible by approaching vehicles from a distance of at least 100 feet.

(4) A horn or other device capable of making an abrupt sound sufficiently loud to be heard under all ordinary traffic conditions.

(5) An exhaust system where applicable, incorporating a muffler or other mechanical device for the purpose of reducing

engine noise. The system shall be securely attached and located so as not to interfere with the operation of the moped. Shielding shall be provided to prevent inadvertent bodily contact with the exhaust system during normal operation. No modification of said system shall be made which would effectively defeat the purposes of this provision.

(6) A flag attached to a vertical pole of not less than four feet in length.

(7) A rear view mirror.

(K) The operator of a moped upon any Jefferson County street shall operate the vehicle in a careful manner, with regard for the safety and convenience of pedestrians and other vehicles upon the street.

(L) No person shall authorize or knowingly permit a moped owned or controlled by him or her to be driven by any person who has no legal right to drive it.

(M) All retail moped dealers shall display at all times in a prominent place a printed card at least 8 inches by 11 inches in size which shall display, in 30 point or larger type, the following:

(1) Persons under the age of 16 may not operate a moped on a public highway, road, street or avenue.

(2) Persons operating a moped on a public highway, road, street or avenue must have in their possession a valid motor vehicle operator's license as required by KRS 186.410.

(1994 Jeff. Code, § 71.26) (Jeff. Ord. 13-1988, adopted and effective 6-28-1988; Jeff. Am. Ord. 23-1988, adopted and effective 10-11-1988; Lou. Metro Am. Ord. No. 99-2007, approved 6-4-2007; Lou. Metro Am. Ord. No. 112-2019, approved 8-26-2019) Penalty, see § 74.99

§ 74.10 OPERATION OF MOPED BY MINOR; IMPOUNDMENT.

Whenever any moped is operated by a minor, in violation of the provisions of this chapter, such moped may be seized by any peace officer and impounded. The moped so impounded shall be surrendered to the parent or legal guardian after payment of any assessed fines and towing charges, if applicable. The remedy of impoundment shall be in addition to the penalties provided in § 74.99.

(1994 Jeff. Code, § 71.27) (Jeff. Ord. 13-1988, adopted and effective 6-28-1988; Lou. Metro Am. Ord. No. 99-2007, approved 6-4-2007; Lou. Metro Am. Ord. No. 112-2019, approved 8-26-2019) Penalty, see § 74.99

§ 74.98 SEVERABILITY.

If any provision of this chapter as now or later amended or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions that can be given effect without the invalid provision or application.

(1994 Jeff. Code, § 10.07) (Jeff. Ord. 36-1994, adopted and effective 12-20-1994; Lou. Metro Am. Ord. No. 176-2004, approved 11-24-2004)

§ 74.99 PENALTY.

(A) Any violation of §§ 74.02, 74.03(A), (B), (C), or (D), 74.04, 74.05, 74.06, 74.07(A), 74.09, or 74.10 shall be classified as a civil offense and shall be enforced through the Code Enforcement Board as provided in §§ 32.275 et seq. or as it may be amended. The civil penalties for violations of these subchapters are set forth below.

(B) Any person who violates any provision of §§ 74.02, 74.03(A), (B), (C) or (D), 74.04, 74.05, 74.06, 74.09, or 74.10 shall be fined not less than \$25 nor more than \$100.

(C) The civil penalty for each violation of the provisions of § 74.07(A) shall be \$25 and each violation shall constitute a separate offense, except that for the first violation the penalty shall be a warning citation. If the civil penalty is paid within seven days of the date of the violation, the penalty shall be discounted by \$5. Payment of the civil penalty within seven days of the date of the violation shall constitute full payment of the penalty. Payments received by the Metro Government on or after the eighth day must be for the full penalty amount, plus any applicable fees or penalties.

(1999 Lou. Code, § 74.99) (Lou. Ord. No. 127-1971, approved 8-14-1971; Lou. Am. Ord. No. 72-1979, approved 5-30-1979; Lou. Am. Ord. No. 77-1997, approved 5-1-1997; Lou. Metro Am. Ord. No. 176-2004, approved 11-24-2004; Lou. Metro Am. Ord. No. 112-2019, approved 8-26-2019; Lou. Metro Am. Ord. No. 157-2021, approved 11-11-2021)

Electric Bicycles, Scooters, and Motorcycles – What You Need to Know in Clark County

The Clark County Commission has passed a new ordinance regulating electric bicycles, scooters, and motorcycles to ensure safety and consistency across our roadways, parks, and neighborhoods in unincorporated Clark County. Below are answers to some of the most common questions we expect residents to have.

Note: This ordinance applies only to unincorporated Clark County. Cities within the county (such as Las Vegas, Henderson, North Las Vegas, and Boulder City) may have different guidelines. Check with your local municipality for their regulations.



togetherforbetter

WHAT IS CONSIDERED AN ELECTRIC BICYCLE UNDER THIS ORDINANCE?

An electric bicycle (e-bike) is defined as a two- or three-wheeled device with operable pedals, a seat, and an electric motor (≤ 750 watts).

It is categorized into three classes:

- Class 1: Pedal-assist only, up to 20 mph.
- Class 2: Throttle-powered only, up to 20 mph.
- Class 3: Pedal-assist only, up to 28 mph.

WHAT IS AN ELECTRIC SCOOTER?

An electric scooter has handlebars, a motor, and can be ridden upright or seated. It must:

- Weigh less than 100 lbs
- Not exceed 20 mph when powered solely by its motor

Scooters designed for people with disabilities are not included under this definition.

WHERE ARE E-BIKES AND E-SCOOTERS PROHIBITED?

E-bikes and e-scooters are permitted throughout unincorporated Clark County unless otherwise posted by signage.

CAN I RIDE MY E-MOTORCYCLE, ALL-TERRAIN E-MOTORCYCLE, E-BIKE, OR E-SCOOTER IN COUNTY PARKS?

E-motorcycles/all-terrain e-motorcycles: prohibited in any County facilities unless explicitly permitted by signage.

E-bikes and e-scooters: Permitted in County parks (typically ≤ 15 mph).

Reckless behavior (stunts, wheelies, unsafe speeds) is prohibited for all devices.

WHO ENFORCES THIS ORDINANCE?

Law enforcement.

CAN I RIDE MY ELECTRIC BIKE OR SCOOTER ON THE SIDEWALK IN MY NEIGHBORHOOD?

Yes—unless signage prohibits operation. Always yield to pedestrians and use a bell/horn when approaching others.

WHAT SPEED LIMITS APPLY TO E-BIKES AND E-SCOOTERS?

15 mph in County parks (higher limits allowed if posted).

ARE HELMETS REQUIRED?

- Helmets are recommended for everyone.
- Minors are required to wear helmets at all times when operating e-bikes or e-scooters.

WHAT EQUIPMENT IS REQUIRED FOR E-BIKES AND E-SCOOTERS?

- A bell or horn must be installed to alert others.
- Front white light and rear red reflector (or light) for nighttime use.
- Functional brakes capable of skidding wheels on dry pavement.

WHAT ARE THE FINES FOR VIOLATING THE ORDINANCE?

- 1st violation: \$150
- 2nd violation: \$300
- Subsequent violations: \$600

Parents/guardians are financially responsible for minors' violations.

CAN MY CHILD RIDE THEIR E-BIKE OR SCOOTER TO SCHOOL?

Yes, but with conditions:

- Helmets are mandatory for minors at all times.
- Must comply with equipment rules and posted speed limits.
- Reckless behavior is prohibited.

Always ensure the school's property rules allow e-bike/scooter use.



FINAL DRAFT Model E-Bike Ordinance

For Adoption by Municipalities within the Wausau Metropolitan Planning Organization (MPO) Region

This ordinance is intended to serve as a model ordinance that individual jurisdictions may adopt and modify to meet local needs.

This model ordinance was developed with input from the Wausau MPO Bike/Pedestrian Sub-Committee members to promote regional consistency while allowing local flexibility.

Section 1. Purpose and Intent

The purpose of this ordinance is to establish clear, consistent, and enforceable regulations for the use of electric bicycles (e-bikes) within the Wausau MPO region in order to:

- Promote the safety of all trail, sidewalk, and roadway users;
- Provide clarity and consistency across jurisdictions;
- Encourage responsible use of emerging micromobility technologies; and
- Align local regulations with applicable Wisconsin State Statutes.

Section 2. Definitions

For the purposes of this ordinance, the following definitions apply:

Bicycle

A vehicle propelled solely by human power through pedals and having one or more wheels.

Electric Bicycle (E-Bicycle)

A bicycle equipped with fully operable pedals and an electric motor with a maximum continuous rated power output of 750 watts (1 horsepower), meeting the requirements of Wis. Stat. § 340.01(15ph), and classified as Class 1, Class 2, or Class 3.

Class 1 E-Bicycle

An e-bicycle that provides electric assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour.

Class 2 E-Bicycle

An e-bicycle equipped with a motor that may be used exclusively to propel the bicycle and is not capable of providing assistance when the bicycle reaches a speed of 20 miles per hour.

Class 3 E-Bicycle

An e-bicycle that provides electric assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches a speed of 28 miles per hour, and is equipped with a speedometer.

Personal Mobility Device (ADA Mobility Aid)

A device designed and used by an individual with a mobility disability for the purpose of locomotion, including but not limited to electric wheelchairs, power-driven wheelchairs, and mobility scooters. These devices are not considered electric motorized devices or E-Motos for the purposes of this ordinance.

E-Moto / Electric Motorized Device

Any electric-powered device designed for transportation that does not include fully operable pedals, excluding Personal Mobility Devices (ADA Mobility Aids). This includes, but is not limited to, electric dirt bikes, electric motorcycles, electric scooters, and one-wheel electric devices (e.g., self-balancing single-wheel boards). E-Motos are not considered electric bicycles under this ordinance.

Multi-Use Path / Trail

Any paved or unpaved off-street path intended for shared use by pedestrians, bicyclists, and other non-motorized users.

Section 3. Applicability and State Law Adoption

1. This ordinance adopts by reference all applicable provisions of Wisconsin State Statutes governing bicycles and electric bicycles, including but not limited to; 2019 Wisconsin Act 34, Wis. Stat. § 340.01, 346.02, 346.806, and 349.18.
2. Where this ordinance is more restrictive than state law, the provisions of this ordinance shall apply.

Section 4. Permitted Use and Areas of Operation**A. Roadways**

1. E-bicycles may be operated on public roadways wherever conventional bicycles are permitted.
2. E-bicycles shall be operated in a careful and prudent manner and in accordance with all traffic laws and regulations.

B. Sidewalks

1. E-bicycles may be operated on sidewalks only where local ordinance permits bicycling on sidewalks.
2. When operated on a sidewalk, an e-bicycle shall be operated at pedestrian-compatible speeds when pedestrians are present and shall yield the right-of-way to pedestrians.
3. E-Motos are prohibited from operating on sidewalks.

C. Multi-Use Paths and Trails

1. Class 1, Class 2, and Class 3 e-bicycles are permitted on multi-use paths and trails unless otherwise posted.
 2. E-Motos are prohibited from operating on any multi-use path or trail.
-

Section 5. Speed Regulations

1. No e-bicycle shall be operated at a speed greater than:
 - o The posted speed limit of a roadway;
 - o 15 miles per hour on multi-use paths and trails, unless a lower speed is posted;
 2. Municipalities are encouraged to post speed limits at trailheads and key access points.
-

Section 6. Operating Conduct and Etiquette

1. When approaching pedestrians or slower users, e-bicycle operators shall:
 - o Reduce speed to a safe and courteous level;
 - o Provide an audible warning by bell or verbal signal (e.g., “on your left”);
 - o Yield to pedestrians at all times.
 2. E-bicycles shall be operated single-file on trails and sidewalks, except when safely passing another user.
 3. No person shall operate an e-bicycle in a manner that endangers the safety of others.
-

Section 7. Age Restrictions

1. Operators of Class 3 e-bicycles must be at least 16 years of age.
 2. There is no minimum age requirement for Class 1 or Class 2 e-bicycles.
-

Section 8. Equipment Requirements

1. All e-bicycles shall be equipped with:
 - Fully operable pedals;
 - A permanent manufacturer's label indicating the e-bicycle class, top assisted speed, and motor wattage.
 2. Class 3 e-bicycles must be equipped with a speedometer.
 3. Required lighting and reflector equipment shall comply with Wis. Stat. § 347.489.
-

Section 9. Registration and Licensing

1. No registration or licensing shall be required for e-bicycles but is encouraged in the event of an e-bicycle being lost or stolen. For e-bicycle registration, contact _____ Police Department if applicable.
 2. A driver's license is not required to operate an e-bicycle of any Class.
-

Section 10. Prohibited Devices

1. E-Motos and other electric motorized devices without pedals are prohibited from operating on:
 - Sidewalks;
 - Multi-use paths;
 - Trails; and
 - Parks, unless permitted by local ordinance.

This prohibition does not apply to Personal Mobility Devices (ADA Mobility Aids) used by individuals with disabilities.

Section 11. ADA Compliance

Nothing in this ordinance shall be interpreted or enforced in a manner that restricts or limits the use of mobility devices by individuals with disabilities, consistent with the Americans with Disabilities Act (ADA).

Section 12. Penalties

Any person violating this ordinance shall be subject to the general penalty provisions set forth in Section _____ of the Municipal Code.

SECTION 00010 - ADVERTISEMENT FOR BIDS

Sealed Bids for **“2026 Marion City Street Resurfacing”** for the **City of Marion**, will be received by the **City of Marion, 217 South Main Street, Marion, Kentucky 42064** until **1:30 p.m.** (local time) on **September 9, 2026**, and then publicly opened and read aloud.

The scope of work includes the resurfacing of various city streets in Marion, Kentucky. The city streets to be resurfaced will be provided to planholders as requested.

The Bid Form and Specification may be examined at the following:

Eclipse Engineers, PLLC	City of Marion
113 West Mt. Vernon Street	217 South Main Street
Somerset, KY 42501	Marion, Kentucky 42064
(606) 451-0959	(270) 965-2266

Copies of the BID Package may be obtained by contacting Eclipse Engineers listed above. Partial sets of documents will not be provided.

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

END OF SECTION 00010

2026 Street Paving
City of Marion, KY

Street	Description (Begin/End)	Entire Width or Trench Repair?	Approx. Length (feet)	Approx. Width (feet)	Pavement Thickness (inches)	Approx. Tons	(\$/Ton Estimate)	Price to Repare w/o Milling (\$)
North Maple Street	W. Bellville to Travis Street	Entire Width	1300	24	1.5	286	\$155.40	\$44,444.40
East Carlisle Street	S. Main to College Street	Entire Width	460	24	1.5	101	\$155.40	\$15,726.48
Jackson Street	N. Weldon to 128 Jackson Street	Entire Width	230	10	1.5	21	\$155.40	\$3,276.35
Old Morganfield Road	Rochester Ave. to Guess Drive	Entire Width	1500	16	1.5	220	\$155.40	\$34,188.00
West Depot Street	Entire Length	Entire Width	2200	18	1.5	363	\$155.40	\$56,410.20
West Poplar Street	N. Main to N. Weldon	Entire Width	1100	18	1.5	182	\$155.40	\$28,205.10
					TOTAL	1,173		\$182,250.53
HOLD OFF								
Harmon Drive	N. Main to Summit to Hillcrest, to Whip.	Entire Width	3000	18	1.5	495	\$155.40	\$76,923.00
West Elm Street	N. Main to S. Weldon	Entire Width	420	22	1.5	85	\$155.40	\$13,162.38
Chapel Hill Road	From US 641 about 60 feet	Entire Width	60	24	1.5	13	\$155.40	\$2,051.28
Chapel Hill Road	Hickory Hills to Arleen	Entire Width	650	22	1.5	131	\$155.40	\$20,370.35
Chapel Hill Road	683 Chapel Hill to Tyler Mnf. South Ent.	Entire Width	1300	22	1.5	262	\$155.40	\$40,740.70
Chapel Hill Road	4-Way Stop to City Limit Sign (south)	Entire Width	570	22	1.5	115	\$155.40	\$17,863.23
					TOTAL	606		\$171,110.94



RESOLUTION 26-12

A RESOLUTION OF THE CITY OF MARION, KENTUCKY, TO ENTER INTO AN AGREEMENT WITH ECLIPSE ENGINEERS, PLLC FOR ENGINEERING SERVICES FOR EMERGENCY GENERATORS

WHEREAS, the Marion City Council recognizes the need to contract for engineering services related to design, installation, bidding, and inspection related to generators.

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

Section 1. That the Mayor, and Successors-in-Title are hereby authorized to enter into an Agreement with Eclipse Engineers, PLLC for engineering services for emergency generators.

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

SECTION 00010 - ADVERTISEMENT FOR BIDS

Sealed Bids for **“KY 91 Pump Station Improvements and Generator Purchases”** for the **City of Marion**, will be received by the **City of Marion, 217 South Main Street, Marion, Kentucky 42064** until **2:00 p.m. (local time) on September 9, 2026**, and then publicly opened and read aloud.

The scope of work includes the purchase and installation of a 1600 GPM submersible pump and ancillary valve vault material, as well as, a 300 kW, 150 kW, and 50 kW generator.

The Bid Form and Specification may be examined at the following:

Eclipse Engineers, PLLC	City of Marion
113 West Mt. Vernon Street	217 South Main Street
Somerset, KY 42501	Marion, Kentucky 42064
(606) 451-0959	(270) 965-2266

Copies of the BID Package may be obtained by contacting Eclipse Engineers listed above. Partial sets of documents will not be provided.

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

END OF SECTION 00010

ENGINEERING AGREEMENT

CLIENT: **City of Marion**
217 South Main Street
Marion, KY 42064
PHONE: (270) 965-2266

ENGINEER: **Eclipse Engineers, PLLC**
113 West Mt. Vernon Street
Somerset, KY 42503
(606) 451-0959

PROJECT NAME: Marion Emergency Generators
LOCATION: Marion, Kentucky

SCOPE OF AUTHORIZED SERVICES:

Eclipse Engineers will produce construction documents and provide engineering services to purchase/install a fixed, diesel, emergency generator at the Water Treatment Plant and at the KY91 Sanitary Sewer Pump Station. The generator will be capable of running all equipment not including the redundant backup equipment. Eclipse will also assist in the procurement of mobile generators for Sanitary Sewer Pump Stations No. 3, No. 4, and No. 5. In general, the scope will include design, bidding as necessary, and construction administration services. Not included in this scope are assistance with funding procurement, boundary surveys, development of private easements, and geotechnical services.

FEE ARRANGEMENT:

Eclipse Engineers will perform these services based on the following lump sum fees:

- | | |
|---|-----------|
| 1. Design Services | \$ 47,000 |
| 2. Bidding Services | \$ 5,000 |
| 3. Construction Administration Services | \$ 15,000 |

Please execute by signing this Agreement. Please keep one copy and return the other copy to Eclipse Engineers. The Terms and Conditions are detailed on the next page.

OFFERED BY:


SIGNATURE **DATE**

Alan R. Robinson, President
PRINTED NAME/TITLE

ACCEPTED BY:

SIGNATURE **DATE**

Adam Ledford, City Administrator
PRINTED NAME/TITLE

TERMS AND CONDITIONS

ENGINEER will perform the services outlined in this Agreement for the stated fee arrangement. This Agreement supersedes all prior agreements and understanding and may only be changed by written consent executed by both parties.

Access to Site: Unless otherwise stated, **ENGINEER** will have access to the site for activities necessary for the performance of the services. **ENGINEER** will take precautions to minimize damage due to the activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution: Any claims or disputes made during design, construction or post-construction between the **CLIENT** and **ENGINEER** shall be submitted for non-binding mediation. **CLIENT** and **ENGINEER** agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments: Invoices for **ENGINEER'S** services will be submitted, at the **ENGINEER'S** option either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after receipt of the invoice. If the invoice is not paid within 30 days, **ENGINEER** may terminate the performance of services in accordance with the "Termination of Services" included in these Terms and Conditions.

Termination of Services: This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given: 1) not less than 30 days' written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the terminating party prior to termination.

Indemnification: The **CLIENT** will, to the fullest extent permitted by law, indemnify and hold harmless **ENGINEER**, his officers, directors, employees, agents, and subconsultants from and against all damages, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the **ENGINEER**, his officers, directors, employees, agents, and subconsultants.

Certification/Guarantees/Warranties: **ENGINEER** shall not be required to execute any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence the **ENGINEER** cannot ascertain.

Limitation of Liability: The **ENGINEER** will maintain professional and general liability insurance to cover an act of design negligence by the **ENGINEER**. The **ENGINEER'S** total liability to the **OWNER** for costs associated with design negligence shall not exceed the total design fee for a specific project or \$100,000, whichever is smaller.

**CITY OF MARION, KENTUCKY
ORDINANCE NO. 26-15**

**AN ORDINANCE AMENDING ORDINANCE #26-09 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**

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, 2026, and ending June 30, 2027, is hereby adopted as follows:

<i>Revenues</i>	General Fund	Water Fund	Sewer Fund	ABC Fund	Municipal Aid	LGEA Fund	Rest./Motel	Total
	408,500							710,100
Property Tax	404,500						301,600	706,100
	965,150							965,150
Payroll/Net Profits	950,150							950,150
Intergovernmental Payments	79,100	2,294,000			54,226			2,427,326
Interests & Miscellaneous	594,205	5,600	3,500	95,000	500		60	698,865
Insurance Tax	275,000							275,000
Water Sales		900,600						900,600
Sewer Sales			420,600					420,600
Service Charges		7,500						7,500
Penalties		15,500						15,500
Environmental fee			686,000					686,000
Loan Proceeds								-
Franchise Fees	126,500							126,500
TOTAL REVENUE (ADJUSTMENTS)	2,448,455							7,233,141
TOTAL REVENUE	2,429,455	3,223,200	1,110,100	95,000	54,726		301,660	7,214,141

Expenditures	General Fund	Water Fund	Sewer Fund	ABC Fund	Municipal Aid	LGEA Fund	Rest./Motel	Total
		114,643						949,991
Administration	737,675	117,143	1,500	96,173				952,491
Appropriations	5,625							5,625
Police Dept.	737,478							737,478
E911 Dept.								-
Fire Dept.	397,147							397,147
Street Dept.	661,326							661,326
Lights/Parks	173,250							173,250
Planning/Zoning	113,226							113,226
Building Fund								-
		2,066,764						2,066,764
Water Plant		2,064,264						2,064,264
Sewer Plant			386,369					386,369
			779,839					2,323,270
System Maint./Debt		1,543,431	709,839					2,253,270
Public Transp.					106,800			106,800
Tourism							301,600	301,600
TOTAL EXP. (ADJUSTMENTS)			1,167,708					8,222,846
TOTAL EXP.	\$2,825,727	\$3,724,838	\$1,097,708	\$96,173	\$106,800	\$0	\$301,600	\$8,152,846
	(377,272)		(57,608)					(989,705)
Projected Net Increase (Decrease):	(396,272)	(501,638)	12,392	(1,173)	(52,074)	-	\$60	(938,705)

Section Two: That the City of Marion 2026-2027 Capital Plan and Organization Chart is hereby adopted.

Section Three: That this ordinance shall be effective on July 1, 2026.

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

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

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

INTRODUCED AND GIVEN FIRST READING: _____

GIVEN SECOND READING AND PASSED: _____

PUBLISHED IN THE CRITTENDEN PRESS: _____

D'ANNA BROWNING, MAYOR

ATTEST: _____
CORTNY COSBY, CITY CLERK



**CITY OF MARION, KENTUCKY
ORDINANCE NO. 26-16**

**AN ORDINANCE OF THE CITY OF MARION, KENTUCKY, AMENDING THE PAY PLAN FOR
PART-TIME CITY EMPLOYEES AND NON-ELECTED OFFICIALS**

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

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

Section One: That the pay plan attached hereto as EXHIBIT C shall govern the compensation of all part-time city employees for employment other than full time, for services rendered on and after July 1, 2026, until amended by ordinance.

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

EXHIBIT C				
CITY OF MARION - EMPLOYEE PAY PLAN				
July 1, 2026 - June 30, 2027				
	<u>Current Pay</u>	<u>New Pay</u>	<u>\$ Increase</u>	<u>% Increase</u>
<i>General Fund</i>				
Janitor	\$ -	\$ -		
PT Park & Streets Laborer (\$/HR)	\$ -	\$ 16.00		
PT Office Clerk	\$ 15.00	\$ 15.45	\$ 216.00	3.0%
PT Operator -Water/Sewer (\$/HR)	\$ 21.50	\$ 22.15	\$ 676.00	3.0%



**CITY OF MARION, KENTUCKY
ORDINANCE NO. 26-13**

**AN ORDINANCE OF THE CITY OF MARION, KENTUCKY, AMENDING MARION CITY
CODE OF ORDINANCE CHAPTER 95: CITY LAKES, SECTION 95.03 FISHING PROHIBITED**

WHEREAS, the City Council of the City of Marion, Kentucky, uses Lake George and Old City Lake as its reservoir of water for its water treatment plant, and

WHEREAS, the City of Marion, Kentucky acknowledges that there is an ongoing cause to protect critical water system infrastructure, and

WHEREAS, the City Council finds that the uses of water reserves require occasional review and modification,

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

Section One: Section 95.03: FISHING PROHIBITED of the Code of Ordinances of the City of Marion, Kentucky, is hereby amended as follows:

§ 95.03 FISHING PROHIBITED.

It shall be unlawful for any person to fish by means of a trot line, snag line, or other stationary line in any lake owned by the city. Further, it shall be unlawful for any person to fish by any means ~~in Old City Lake or~~ upon the levees ~~of~~ ~~at~~ Lake George ~~or City Lake~~.

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

TO: Marion City Council
DATE: August 17, 2026
FROM: Adam Ledford
RE: City Administrator's Report

1. 2026-27 Year to Date Budget

We have results from the first month of the new fiscal year. It isn't uncommon to see the first few months to involve a larger draw of expenses while revenue will see a heavier influx in the fall months.
General Fund

- Overall, GF revenues are at 8.16% (\$198,140) over 8.33% of the fiscal year. A few notes on revenue:
 - Property Taxes currently have collected 1.07% of plan or (\$4,337)
 - Franchise Fees are 3.08% (\$3,898) of the plan.
 - Occupational/Payroll Fees are 12.08% (\$114,778) of the plan.
 - Insurance Fees are 19.25% (\$52,930) of the plan.
 - Misc. Income of \$14,836 is roughly 6.26% of the plan.
 - Intergovernmental Funds have collected 1.69% of plan or \$7,361.
- Overall, GF expenses are \$159,374, which is roughly 5.64% of the plan. A few notes on expenses exceeding plan:
 - Appropriations have spent \$1,312 of the \$5,625 annual budget (roughly 23.32%).
 - This fund tends to make a few one-time payments annually to cover city memberships in municipal organizations. In this case, the annual PeADD membership was paid in July and is no reason for concern.
 - Planning & Zoning spent \$9,965 of the \$113,226 annual budget (roughly 8.80%).
 - This is directly related to a capital purchase made in a relatively small annual budget during the month of July. It should balance itself out during the fiscal year.
- Overall, GF capital plan has completed 1.65% of anticipated purchases in the fiscal year.
- Operational & Maintenance expenditures are \$53,655 less than revenue through July.

ABC (Alcohol Beverage) Fund

- Revenue for the ABC fund outpaced expenses by \$1,368 during the month of July.

2. 2025 FEMA Event

I have been spending much of my time working with FEMA to cleanup documents related to the projects first submitted in the summer of 2025. Over the next 2 weeks I will submit the documents to get the procedural issues resolved so that mitigation projects can begin.

UPDATE August: Additional submittals and reviews are ongoing related to the emergency event. Another series of information was submitted in early and mid-August. There seems to be movement on resolving outstanding issues to the immediate actions taken back in April and May of 2025 and reimbursement to the city for some of the outlays during that window of time.

Many of the drainage issues have been submitted for approval, but some have been transferred to mitigation programs and will likely not be included in the first group of approvals. I have asked for further expedited efforts to resolve outstanding determinations related to North Walker so that our temporary actions to shore up that location can be advanced to long-term resolutions.

3. Overhaul of Zoning Code

Tanya is working on an overhaul draft of the zoning codes that will incorporate changes in federal and state law while addressing some issues that have come up since the last drafting roughly 15 years ago. Additional efforts are going into the updating permit fee structure and signage, both which should be introduced to the council during the September meeting.

4. **CLWD Project Updates**

On August 6th I attended a Kentucky Infrastructure Authority (KIA) meeting in Frankfort to show our support for Phase III of the CLWD expansion. The project was approved for funding. The \$35 Mil Phase III primarily replaces and doubles the size of the water line from the CWLD plant to Marion. This project offers the volume necessary to support long-term needs of the community while replacing a line that is undersized and prone to breakage.

5. **Regional Housing Priority**

Lately, I have been taking part in discussions related to Marion's housing stock and was to meet community needs over the next 25 years. This issue involves evaluations of social-economic factors while projecting trends in housing demand in the future. Current methods include the possibility for joint private-public developments that typically include grant and low-interests loan scenarios.

6. **Surplus Property**

In the Spring we offloaded some surplus properties, but not all items were sold via location sealed bid processes. We are in the beginning stages of setting up some items for sale on GovDeals.

7. **Staffing Updates**

The city is currently working through replacing members of our water plant and maintenance teams while continuing to review options for part-time staffing.

I want to personally recognize staff across the organization for stepping up to offer their time to continue to meet community demands. Over the past few months' members of the water plant, sewer plant, police department, and administration have taken steps outside the tradition constraints of their roles to assist over departments to overcome staffing shortages or circumstances creating an unusual demand. We continue to learn how to operate smarter through reviewing our processes or actions while relying on staff that continue to show their commitment to the community.

Alcohol Fund Balance Report

	2019-20	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2026-27	
	Proposed	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budgeted	Actual	
Revenues	\$ -	\$ 46,767	\$ 76,680	\$ 80,552	\$ 92,355	\$ 98,444	\$ 91,273	\$ 94,223	\$ 95,000	\$ 8,006	8.43%
Expenses	\$ -	\$ 705	\$ 46,906	\$ 41,152	\$ 74,494	\$ 74,015	\$ 124,712	\$ 91,972	\$ 96,173	\$ 6,638	6.90%
Balance	\$ -	\$ 46,062	\$ 29,774	\$ 39,400	\$ 17,861	\$ 24,429	\$ (33,439)	\$ 2,251	\$ (1,173)	\$ 1,368	
Capital Expenses									\$ -		
O&M Balance									\$ (1,173)		

General Fund Budget Balance Report

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2026-27	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budgeted	Actual	
Revenues	\$ 1,656,064	\$ 1,889,588	\$ 2,392,498	\$ 2,438,000	\$ 2,096,321	\$ 3,742,469	\$ 2,915,635	\$ 2,429,455	\$ 198,140	8.16%
Expenses										
Administration	\$ 434,320	\$ 456,634	\$ 744,474	\$ 812,088	\$ 571,653	\$ 2,541,440	\$ 1,228,377	\$ 737,675	\$ 50,178	6.80%
Appropriations	\$ 16,303	\$ 6,303	\$ 38,672	\$ 93,281	\$ 5,201	\$ 5,252	\$ 5,252	\$ 5,625	\$ 1,312	23.32%
Parks & Recreation	\$ 81,598	\$ 88,607	\$ 89,730	\$ 92,047	\$ 89,036	\$ 220,038	\$ 86,111	\$ 173,250	\$ 8,271	4.77%
Police	\$ 449,584	\$ 469,298	\$ 504,799	\$ 465,360	\$ 483,338	\$ 520,485	\$ 575,348	\$ 737,479	\$ 44,865	6.08%
Streets	\$ 26,996	\$ 128,413	\$ 81,297	\$ 275,942	\$ 248,722	\$ 97,395	\$ 200,371	\$ 661,326	\$ 35,496	5.37%
Fire	\$ 77,732	\$ 65,570	\$ 67,638	\$ 75,390	\$ 57,582	\$ 75,775	\$ 206,046	\$ 397,147	\$ 9,287	2.34%
E911	\$ 330,876	\$ 269,344	\$ 252,843	\$ 282,249	\$ 251,223	\$ 5,687	\$ -	\$ -	\$ -	-
P&Z	\$ 55,090	\$ 19,111	\$ 53,145	\$ 54,133	\$ 14,240	\$ 24,360	\$ 74,036	\$ 113,226	\$ 9,965	8.80%
Total Expenses	\$ 1,472,499	\$ 1,503,280	\$ 1,832,598	\$ 2,150,491	\$ 1,720,995	\$ 3,490,432	\$ 2,375,541	\$ 2,825,728	\$ 159,374	5.64%
Balance	\$ 183,565	\$ 386,308	\$ 559,900	\$ 287,510	\$ 375,326	\$ 252,037	\$ 540,094	\$ (396,273)	\$ 38,766	
Capital Expenses								\$ 900,300	\$ 14,889	1.65%
O&M Balance Less Grants								\$ 33,327	\$ 53,655	

Municipal Aid Fund Balance Report

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2026-27	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budgeted	Actual	
Revenues	\$ 61,541	\$ 170,124	\$ 64,838	\$ 88,522	\$ 156,703.00	\$ 69,776.00	\$ 55,689.00	\$ 54,726.00	\$ 23.00	0.04%
Expenses	\$ 7,475	\$ 279,236	\$ (5,685)	\$ 27,787	\$ 1,525.00	\$ 1,205.00	\$ 167,249.00	\$ 106,800.00	\$ -	0.00%
Balance	\$ 54,066	\$ (109,112)	\$ 70,523	\$ 60,735	\$ 155,178	\$ 68,571	\$ (111,560)	\$ (52,074)	\$ 23	

Restaurant & Lodging Fund Balance Report

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2026-27	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budgeted	Actual	
Revenues	\$ 218,527	\$ 249,400	\$ 293,194	\$ 294,113	\$ 303,053	\$ 307,915	\$ 318,107	\$ 301,660	\$ 68,186	22.60%
Expenses	\$ 219,707	\$ 247,869	\$ 292,069	\$ 294,001	\$ 229,916	\$ 304,839	\$ 318,343	\$ 301,600	\$ -	0.00%
Balance	\$ (1,180)	\$ 1,531	\$ 1,125	\$ 112	\$ 73,137	\$ 3,076	\$ (236)	\$ 60	\$ 68,186	

Water & Sewer Fund Balance Report

	2019-20		2020-21		2021-22		2022-23		2023-24		2024-25		2025-26		2026-27		2026-27	
	Actual		Actual		Actual		Actual		Actual		Actual		Actual		Budgeted		Actual	
Water	\$ 650,573		\$ 613,728		\$ 757,906		\$ 531,908		\$ 778,663		\$ 1,029,951		\$ 1,155,014		\$ 3,223,200		\$ 72,292	
Sewer	\$ 857,292		\$ 921,314		\$ 1,133,680		\$ 1,125,348		\$ 1,113,440		\$ 1,849,151		\$ 1,553,303		\$ 1,110,100		\$ 88,416	

Total Revenues

\$ 1,507,865	\$ 1,535,042	\$ 1,891,586	\$ 1,657,256	\$ 1,892,103	\$ 2,879,102	\$ 2,708,317	\$ 4,333,300	\$ 160,708
--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	------------

Expenses

Water Admin	\$ 33,456	\$ 26,429	\$ 26,760	\$ 26,750	\$ 83,924	\$ 42,090	\$ 113,641	\$ 117,143	\$ 11,406
Sewer Admin	\$ 64,695	\$ 120,348	\$ 135,933	\$ 152,487	\$ 163,312	\$ 154,658	\$ 175	\$ -	\$ -
Sewer Plant	\$ 335,277	\$ 338,596	\$ 303,895	\$ 348,194	\$ 341,390	\$ 389,609	\$ 451,020	\$ 386,369	\$ 21,028
Sewer Maint	\$ 92,335	\$ 68,381	\$ 66,509	\$ 86,297	\$ 94,024	\$ 64,964	\$ 27,207	\$ 19,600	\$ 923
Water & Sewer Debt	\$ 180,887	\$ 193,905	\$ 209,827	\$ 218,539	\$ 228,723	\$ 289,555	\$ -	\$ 784,852	\$ -
Water Plant	\$ 393,368	\$ 363,289	\$ 374,148	\$ 542,057	\$ 382,665	\$ 809,091	\$ 548,764	\$ 2,064,264	\$ 31,131
Water Maint	\$ 132,369	\$ 136,627	\$ 172,433	\$ 336,817	\$ 8,780,971	\$ 118,082	\$ 1,127,829	\$ 1,448,818	\$ 5,728

Total Expenses

\$ 1,232,377	\$ 1,247,575	\$ 1,289,505	\$ 1,711,140	\$ 10,075,008	\$ 1,868,049	\$ 2,268,636	\$ 4,821,046	\$ 70,216
--------------	--------------	--------------	--------------	---------------	--------------	--------------	--------------	-----------

Balance

\$ 275,488	\$ 287,467	\$ 602,081	\$ (53,885)	\$ (8,182,905)	\$ 1,011,053	\$ 439,681	\$ (487,746)	\$ 90,192
------------	------------	------------	-------------	----------------	--------------	------------	--------------	-----------

Capital Matches
O&M Bal

\$ 613,728	\$ 757,906	\$ 531,908	\$ 778,663	\$ 1,029,951	\$ 1,155,014	\$ 3,223,200	\$ 72,292
\$ 622,707	\$ 667,614	\$ 999,808	\$ 9,341,603	\$ 1,063,114	\$ 1,885,417	\$ 3,724,838	\$ 56,149
\$ (8,979)	\$ 90,292	\$ (467,900)	\$ (8,562,939)	\$ (33,163)	\$ (730,403)	\$ (501,638)	\$ 16,143

Capital Matches
O&M Bal

\$	921,314	\$	1,133,680	\$	1,125,348	\$	1,113,440	\$	1,849,151	\$	1,553,303	\$	1,110,100	\$	88,416
\$	624,868	\$	621,891	\$	711,332	\$	733,406	\$	804,934	\$	1,218,869	\$	1,096,208	\$	79,471
\$	296,446	\$	511,789	\$	414,016	\$	380,034	\$	1,044,217	\$	334,434	\$	13,892	\$	8,945
												\$	6,500	\$	-
												\$	20,392	\$	8,945

TO: Mayor Browning & Marion City Council

DATE: August 13, 2026

FROM: Layten Croft

RE: Treasurer's Report



This report summarizes key projects, reporting activities, payroll and accounts payable work, and other finance-related items completed over the past few weeks. Please contact Adam or me with any questions. Thank you.

Payroll and Accounts Payable

- Processed two payroll and accounts payable cycles and submitted the related reports to federal and state agencies.
- Issued payroll checks to sixty-four part-time and full-time employees.
- Entered 131 accounts payable vouchers, which were combined into seventy-five checks.

Employee and City deductions were submitted to KPPA, Kentucky Withholding, Aflac, Globe Life, Kentucky Deferred Compensation, and KLC Health Insurance.

Occupational License Fees

Quarterly Payroll: Employer Withholding Occupational License Fee forms for the second quarter of 2026 were mailed on June 16, 2026. I have been processing the quarterly returns as I receive them.

Administrative Office of the Courts

AOC was invoiced \$2,450.00 for seven days of rent in July. AOC was also invoiced \$2,280.00 for 152 hours of City Hall and court security.

Employee Information

- Submitted the July employee count to the Department of Labor: forty-three total employees, fourteen of whom were female.
- One male employee within the Maintenance Department has terminated his employment with the City of Marion.
- Fifteen employees have enrolled in the West Kentucky Launchpad gym membership program.

Tourism and ABC

Tourism: The city invoiced Tourism for rent and employee cost reimbursement. For the second quarter of 2026, the 3% fee collected totaled \$85,577.45. Of that amount, 98.5%, or \$84,293.79, was due to the City of Marion, Kentucky Tourism Commission. The remaining 1.5% is due to the City of Marion as a collection fee. To reduce utility costs, Tourism requested that an AT&T technician visit City Hall to install Wi-Fi extenders. However, AT&T was unable to provide the extenders, so Tourism will need to pursue another option for internet service and replacement of its copper phone line.

ABC: All local businesses that sell alcohol are following the local ordinance.

Water and Sewer Utilities

July water and sewer utility transactions totaled \$174,702.99. Of that amount, \$57,180.25 was due to the Environmental Fee Fund and was transferred during monthly processing. State and school taxes were also submitted to the Kentucky Department of Revenue.

AT&T accounts

To date, we have successfully transferred all but two AT&T copper phone lines. The remaining lines are at the fire department and the water treatment plant. I have worked with AT&T for the past six months to complete this project, but recent management changes at AT&T have made the process more difficult. When AOC occupied City Hall, it installed AT&T fiber in

our building, which has significantly benefited City Hall operations. Our network and City Hall phone lines now operate on AT&T fiber.

Miscellaneous

- Received and reconciled all checking and savings bank statements.
- Submitted the KLEFPF acknowledgement for July 2026.
- Two invoices were paid to Eclipse Engineering from the CDBG Grant. This grant has a local match that must be met before receiving draws from the state.
- City Hall underwent its annual fire sprinkler inspection. To my knowledge no recommendations were made.
- The city's CDBG Program Income Semi-Annual Report was completed and submitted to KY DLG.
- Healthcare insurance line items were added into each funds budget sheets for more transparent, accurate tracking.
- I have not yet received a response from KCTCS regarding the state aid fire reimbursement. I assume this means all required reports have been submitted and the City does not need to provide any additional information.
- The city received a payment from National Opioid Settlements in the amount of \$3,357.39.

Year: 2026
 Period: July
 Period Begin: 07/01/26
 Period End: 07/31/26
 Budget Amounts: Adjusted

City of Marion
ALCOHOL BEVERAGE FUND

Account		July Actual Balance	2026 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
INCOME					
024-00110-0000	Alcohol Beverage Fee	\$8,005.50	8,005.50	\$95,000.00	\$86,994.50
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		\$8,005.50	8,005.50	\$95,000.00	\$86,994.50
EXPENSES					
024-00200-0000	Payroll- ABC	\$3,995.40	3,995.40	\$60,565.00	\$56,569.60
024-00205-0000	FICA-Tax	\$286.89	286.89	\$4,633.00	\$4,346.11
024-00206-0000	Retirement	\$0.00	0.00	\$0.00	\$0.00
024-00208-0000	Unemployment	\$0.00	0.00	\$0.00	\$0.00
024-00211-0000	Office Expense - ABC	\$127.18	127.18	\$1,500.00	\$1,372.82
024-00215-0000	Utilities	\$0.00	0.00	\$0.00	\$0.00
024-00223-0000	Travel - Others	\$0.00	0.00	\$800.00	\$800.00
024-00324-0000	Insurance - ABC	\$2,228.56	2,228.56	\$28,175.00	\$25,946.44
024-00252-0000	Miscellaneous Expense - ABC	\$0.00	0.00	\$500.00	\$500.00
TOTAL EXPENSE		(\$6,638.03)	(6,638.03)	(\$96,173.00)	(\$89,534.97)
NET INCOME & EXPENSE		\$1,367.47	1,367.47	(\$1,173.00)	(\$2,540.47)

Year: 2026
 Period: July
 Period Begin: 07/01/26
 Period End: 07/31/26
 Budget Amounts: Adjusted

City of Marion
GENERAL FUND BUDGET REPORT

Account	July Actual Balance	2026 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
INCOME				
001-00100-0000 Property Taxes	\$0.00	0.00	\$355,500.00	\$355,500.00
001-00101-0000 Property Taxes - Penalties	\$0.00	0.00	\$11,000.00	\$11,000.00
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	\$4,337.10	4,337.10	\$38,000.00	\$33,662.90
001-00105-0000 KU - Utility Franchise Tax	\$0.00	0.00	\$99,000.00	\$99,000.00
001-00106-0000 Cable Utility Franchise	\$1,192.94	1,192.94	\$14,500.00	\$13,307.06
001-00107-0000 Gas - Utility Franchise	\$2,705.00	2,705.00	\$13,000.00	\$10,295.00
001-00110-0000 Occupational Tax	\$350.00	350.00	\$75,000.00	\$74,650.00
001-00111-0000 Occupational Tax - Penalty	\$0.00	0.00	\$0.00	\$0.00
001-00114-0000 Payroll Tax	\$114,322.20	114,322.20	\$875,000.00	\$760,677.80
001-00115-0000 Payroll License Penalty	\$106.40	106.40	\$150.00	\$43.60
001-00116-0000 Court Revenue	\$1,940.18	1,940.18	\$7,000.00	\$5,059.82
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	\$7,619.62	7,619.62	\$97,675.00	\$90,055.38
001-00121-0000 Zoning Permits	\$0.00	0.00	\$1,000.00	\$1,000.00
001-00120-0000 Insurance Tax	\$52,930.28	52,930.28	\$275,000.00	\$222,069.72
001-00122-0000 Home Occupational Permit	\$0.00	0.00	\$0.00	\$0.00
001-00123-0000 Code Enforcements	\$0.00	0.00	\$3,000.00	\$3,000.00
001-00124-0000 Conditional Permit	\$0.00	0.00	\$0.00	\$0.00
001-00125-0000 Zoning Map Amendment	\$150.00	150.00	\$0.00	(\$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	\$0.00	0.00	\$30.00	\$30.00
001-00131-0000 Parking Fines	\$0.00	0.00	\$0.00	\$0.00
001-00133-0000 Warrant Fees	\$140.00	140.00	\$2,000.00	\$1,860.00
001-00134-0000 Patient Transportation	\$0.00	0.00	\$100.00	\$100.00
001-00135-0000 KLEFPF	\$2,761.38	2,761.38	\$32,000.00	\$29,238.62
001-00136-0000 COPS Grant Award	\$0.00	0.00	\$0.00	\$0.00
001-00137-0000 State Appropriations	\$0.00	0.00	\$15,000.00	\$15,000.00
001-00138-0000 Litter Abatement Fund	\$0.00	0.00	\$2,000.00	\$2,000.00
001-00140-0000 Interest - General	\$3,560.13	3,560.13	\$15,000.00	\$11,439.87
001-00141-0000 Grants	\$0.00	0.00	\$357,250.00	\$357,250.00
001-00146-0000 Firework Fee	\$0.00	0.00	\$500.00	\$500.00
001-00151-0000 Golf Cart Permits	\$50.00	50.00	\$250.00	\$200.00
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	\$3,243.75	3,243.75	\$50,000.00	\$46,756.25
001-00184-0000 Tax Comission	\$0.00	0.00	\$4,500.00	\$4,500.00
001-00191-0000 Bobcat Franchise	\$0.00	0.00	\$0.00	\$0.00

Account		July Actual Balance	2026 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	\$212.11	212.11	\$50,000.00	\$49,787.89
001-00194-0000	RLF - Adm. Fees	\$0.00	0.00	\$15,000.00	\$15,000.00
001-00195-0000	MCC911 Reimbursement	\$0.00	0.00	\$0.00	\$0.00
001-00196-0000	Sale of Property	\$0.00	0.00	\$0.00	\$0.00
001-00198-0000	Court Security - Reimb AOC	\$2,520.00	2,520.00	\$21,000.00	\$18,480.00
TOTAL INCOME		\$198,141.09	198,141.09	\$2,429,455.00	\$2,231,313.91

Account	July Actual Balance	2026 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
GENERAL & ADMINISTRATION EXPENSES				
001-00200-0000 Payroll - Administration	\$18,513.34	18,513.34	\$253,500.00	\$234,986.66
001-00201-0000 Payroll - Mayor	\$808.75	808.75	\$9,705.00	\$8,896.25
001-00202-0000 Payroll - Council	\$1,535.03	1,535.03	\$22,105.00	\$20,569.97
001-00203-0000 Payroll-City Attorney	\$1,166.68	1,166.68	\$16,330.00	\$15,163.32
001-00204-0000 Payroll - Janitor	\$0.00	0.00	\$0.00	\$0.00
001-00205-0000 FICA Tax	\$1,521.07	1,521.07	\$21,826.00	\$20,304.93
001-00206-0000 Retirement	\$3,861.33	3,861.33	\$44,185.00	\$40,323.67
001-00208-0000 Unemployment	\$0.00	0.00	\$360.00	\$360.00
001-00211-0000 Attorney - Legal Fees	\$0.00	0.00	\$0.00	\$0.00
001-00210-0000 Insurance	\$7,420.15	7,420.15	\$32,001.00	\$24,580.85
001-00210-0001 Health Insurance	\$9,525.47	9,525.47	\$112,183.00	\$102,657.53
001-00220-0000 Travel - Mayor	\$0.00	0.00	\$1,000.00	\$1,000.00
001-00221-0000 Travel - Attorney	\$0.00	0.00	\$0.00	\$0.00
001-00222-0000 Travel - Administrator	\$0.00	0.00	\$3,000.00	\$3,000.00
001-00224-0000 Travel - Council	\$0.00	0.00	\$1,500.00	\$1,500.00
001-00223-0000 Travel - Others	\$0.00	0.00	\$2,000.00	\$2,000.00
001-00227-0000 Car Expense - Administrator	\$0.00	0.00	\$0.00	\$0.00
001-00228-0000 Car Purchase - Administrator	\$0.00	0.00	\$0.00	\$0.00
001-00231-0000 Office Utilities	\$788.48	788.48	\$9,000.00	\$8,211.52
001-00232-0000 Office Expense	\$231.06	231.06	\$4,200.00	\$3,968.94
001-00233-0000 Postage	\$0.00	0.00	\$5,750.00	\$5,750.00
001-00234-0000 Printing & Advertising	\$0.00	0.00	\$5,000.00	\$5,000.00
001-00235-0000 Tax Bill Expense	\$0.00	0.00	\$8,500.00	\$8,500.00
001-00236-0000 Computer Expense	\$830.99	830.99	\$18,000.00	\$17,169.01
001-00240-0000 Audit Fee	\$0.00	0.00	\$13,750.00	\$13,750.00
001-00243-0000 Grounds Maintenance	\$0.00	0.00	\$0.00	\$0.00
001-00244-0000 Books & Dues - Administrator	\$0.00	0.00	\$750.00	\$750.00
001-00245-0000 Computer Hardware	\$0.00	0.00	\$0.00	\$0.00
001-00246-0000 Computer Software	\$0.00	0.00	\$1,000.00	\$1,000.00
001-00247-0001 Prin. Pymt. City Hall	\$0.00	0.00	\$45,000.00	\$45,000.00
001-00248-0001 Interest Pymt. - City Hall	\$1,192.28	1,192.28	\$10,780.00	\$9,587.72
001-00250-0000 Building Maintenance	\$2,619.50	2,619.50	\$10,000.00	\$7,380.50
001-00252-0000 Miscellaneous Expense	\$165.47	165.47	\$50,000.00	\$49,834.53
001-00253-0000 Transfers	\$0.00	0.00	\$0.00	\$0.00
001-00254-0000 City Clerks Association	\$0.00	0.00	\$500.00	\$500.00
001-00255-0000 Ordinance Codification	\$0.00	0.00	\$2,500.00	\$2,500.00
001-00283-0000 Lake George Expense	\$0.00	0.00	\$0.00	\$0.00
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
001-00293-0000 Community Relations	\$0.00	0.00	\$250.00	\$250.00
001-00299-0001 Capital Expense	\$0.00	0.00	\$33,000.00	\$33,000.00
TOTAL ADMIN. EXPENSE	\$50,179.60	50,179.60	\$737,675.00	\$687,495.40

Account		July Actual Balance	2026 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	0.00	\$1,200.00	\$1,200.00
001-00260-0000	Appropriation - Health Dept	\$0.00	0.00	\$0.00	\$0.00
001-00261-0000	Appropriation - K M L	\$0.00	0.00	\$1,300.00	\$1,300.00
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	\$0.00	\$0.00
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.- Southern Illinois Event	\$0.00	0.00	\$250.00	\$250.00
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	0.00	\$1,500.00	\$1,500.00
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	\$1,312.00	1,312.00	\$1,375.00	\$63.00
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	\$0.00	\$0.00
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		\$1,312.00	1,312.00	\$5,625.00	\$4,313.00

Account		July Actual Balance	2026 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	\$0.00	\$0.00
001-00607-0000	Insurance - Park	\$0.00	0.00	\$2,750.00	\$2,750.00
001-00610-0000	General Maintenance - Park	\$875.00	875.00	\$500.00	(\$375.00)
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
001-00699-0001	Park Capital Expenses	\$0.00	0.00	\$100,000.00	\$100,000.00
TOTAL PARK EXPENSE		\$875.00	875.00	\$103,250.00	\$102,375.00
LIGHT EXPENSE					
001-00700-0000	Lights	\$7,395.91	7,395.91	\$70,000.00	\$62,604.09
001-00710-0000	Light Repairs/Additions	\$0.00	0.00	\$0.00	\$0.00
TOTAL LIGHT EXPENSE		\$7,395.91	7,395.91	\$70,000.00	\$62,604.09

Account		July Actual Balance	2026 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
POLICE DEPARTMENT					
001-00300-0000	Payroll-Police	\$26,364.53	26,364.53	\$353,764.00	\$327,399.47
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	\$1,983.14	1,983.14	\$27,063.00	\$25,079.86
001-00306-0000	Retirement - Police	\$4,595.34	4,595.34	\$72,217.00	\$67,621.66
001-00308-0000	Unemployment - Police	\$0.00	0.00	\$1,000.00	\$1,000.00
001-00320-0000	Clothing Allowance - Police	\$0.00	0.00	\$2,000.00	\$2,000.00
001-00321-0000	New Police Uniforms	\$0.00	0.00	\$500.00	\$500.00
001-00322-0000	Travel & Training - Police	\$0.00	0.00	\$3,000.00	\$3,000.00
001-00324-0000	Insurance - Police	\$0.00	0.00	\$48,458.00	\$48,458.00
001-00324-0001	Health Insurance	\$6,964.59	6,964.59	\$83,576.00	\$76,611.41
001-00330-0000	Supplies - Police	\$121.52	121.52	\$2,200.00	\$2,078.48
001-00332-0000	Computer Expense - Police	\$125.00	125.00	\$2,400.00	\$2,275.00
001-00333-0000	Chairs	\$0.00	0.00	\$0.00	\$0.00
001-00335-0000	Utilities/Maint. - Police	\$1,116.52	1,116.52	\$12,000.00	\$10,883.48
001-00340-0000	Car Expense - Police	\$866.27	866.27	\$5,000.00	\$4,133.73
001-00341-0000	New Police Car	\$0.00	0.00	\$0.00	\$0.00
001-00345-0000	Police Car Gas	\$837.08	837.08	\$11,000.00	\$10,162.92
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	\$0.00	0.00	\$0.00	\$0.00
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	0.00	\$1,000.00	\$1,000.00
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	\$0.00	\$0.00
001-00392-0000	Additional New Car Expense	\$0.00	0.00	\$0.00	\$0.00
001-00390-0000	Misc Expense - Police	\$0.00	0.00	\$1,000.00	\$1,000.00
001-00390-0001	Capital Expense - Police	\$1,890.00	1,890.00	\$110,800.00	\$108,910.00
TOTAL POLICE EXPENSE		\$44,863.99	44,863.99	\$737,478.00	\$692,614.01

Account		July Actual Balance	2026 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
STREET DEPT.					
001-00400-0000	Payroll - Street	\$11,575.10	11,575.10	\$146,234.00	\$134,658.90
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	\$834.89	834.89	\$11,952.00	\$11,117.11
001-00406-0000	Retirement - Street	\$984.95	984.95	\$22,122.00	\$21,137.05
001-00408-0000	Unemployment - Street	\$0.00	0.00	\$50.00	\$50.00
001-00410-0000	Insurance- Street	\$0.00	0.00	\$19,968.00	\$19,968.00
001-00410-0001	Health Insurance	\$4,102.37	4,102.37	\$61,000.00	\$56,897.63
001-00412-0000	Materials & Supplies - Street	\$2,382.71	2,382.71	\$22,000.00	\$19,617.29
001-00414-0000	Equipment Expense - Street	\$1,371.82	1,371.82	\$6,000.00	\$4,628.18
001-00415-0000	Equipment Building	\$0.00	0.00	\$0.00	\$0.00
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	\$0.00	0.00	\$7,000.00	\$7,000.00
001-00420-0000	Building Maint	\$0.00	0.00	\$1,000.00	\$1,000.00
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	\$0.00	0.00	\$3,000.00	\$3,000.00
001-00428-0000	Engineering / Survey	\$0.00	0.00	\$0.00	\$0.00
001-00431-0000	Mowing Equipment	\$968.91	968.91	\$500.00	(\$468.91)
001-00435-0000	Leaf Composting Expense	\$0.00	0.00	\$500.00	\$500.00
001-00440-0000	Tree Trimming	\$0.00	0.00	\$0.00	\$0.00
001-00445-0000	Safety Equipment	\$275.56	275.56	\$2,000.00	\$1,724.44
001-00446-0000	Storm Water Plan	\$0.00	0.00	\$0.00	\$0.00
001-00461-0000	Vehicle Expense	\$0.00	0.00	\$2,500.00	\$2,500.00
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
001-00490-0001	Street Capital Expenses	\$12,999.00	12,999.00	\$345,500.00	\$332,501.00
TOTAL STREET EXPENSE		\$35,495.31	35,495.31	\$661,326.00	\$625,830.69

Account	July Actual Balance	2026 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
FIRE DEPT. EXPENSE				
001-00500-0000 Payroll - Fire	\$282.72	282.72	\$4,684.00	\$4,401.28
001-00505-0000 FICA Tax - Fire	\$21.63	21.63	\$358.00	\$336.37
001-00508-0000 Unemployment - Fire	\$0.00	0.00	\$5.00	\$5.00
001-00520-0000 Insurance	\$0.00	0.00	\$15,000.00	\$15,000.00
001-00510-0000 Fire Runs	\$0.00	0.00	\$30,000.00	\$30,000.00
001-00511-0000 Fire School	\$0.00	0.00	\$500.00	\$500.00
001-00522-0000 Fire Equipment Expense	\$7,150.80	7,150.80	\$2,000.00	(\$5,150.80)
001-00523-0000 Fire Truck Payment	\$0.00	0.00	\$0.00	\$0.00
001-00524-0000 Equipment Testing	\$0.00	0.00	\$3,500.00	\$3,500.00
001-00525-0000 Materials & Supplies - Fire	\$275.58	275.58	\$1,000.00	\$724.42
001-00526-0000 Supplies - State Approp.	\$0.00	0.00	\$15,000.00	\$15,000.00
001-00527-0000 Building Maintenance	\$762.50	762.50	\$750.00	(\$12.50)
001-00528-0000 Radio Expense - Fire	\$0.00	0.00	\$250.00	\$250.00
001-00529-0000 New Radios	\$0.00	0.00	\$0.00	\$0.00
001-00530-0000 Utilities - Fire	\$792.12	792.12	\$11,000.00	\$10,207.88
001-00539-0000 Travel & Training	\$0.00	0.00	\$500.00	\$500.00
001-00540-0000 Miscellaneous Expense - Fire	\$0.00	0.00	\$1,000.00	\$1,000.00
001-00542-0000 Computer Expense	\$0.00	0.00	\$500.00	\$500.00
001-00550-0000 Training Materials & Public Relations	\$0.00	0.00	\$100.00	\$100.00
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
001-00599-0001 Fire Capital Expenses	\$0.00	0.00	\$311,000.00	\$311,000.00
TOTAL FIRE EXPENSE	\$9,285.35	9,285.35	\$397,147.00	\$387,861.65

Account	July Actual Balance	2026 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
PLANNING & ZONING EXPENSE				
001-00800-0000 Payroll	\$2,801.60	2,801.60	\$36,421.00	\$33,619.40
001-00801-0000 Attorney Retainer	\$0.00	0.00	\$0.00	\$0.00
001-00802-0000 Payroll - Commissioners	\$498.90	498.90	\$6,000.00	\$5,501.10
001-00803-0000 Payroll - Brd. of Adjustments	\$249.45	249.45	\$3,000.00	\$2,750.55
001-00804-0000 Code Enforcement Board	\$415.75	415.75	\$5,000.00	\$4,584.25
001-00805-0000 FICA Tax	\$300.96	300.96	\$3,857.00	\$3,556.04
001-00806-0000 Retirement	\$14.49	14.49	\$6,348.00	\$6,333.51
001-00808-0000 Unemployment	\$0.00	0.00	\$40.00	\$40.00
001-00810-0000 Insurance	\$0.00	0.00	\$1,089.00	\$1,089.00
001-00810-0001 Health Insurance	\$1,578.18	1,578.18	\$18,921.00	\$17,342.82
001-00814-0000 Building Inspector	\$0.00	0.00	\$5,000.00	\$5,000.00
001-00815-0000 Professional Fees	\$0.00	0.00	\$500.00	\$500.00
001-00816-0000 Code Enforcement	\$0.00	0.00	\$500.00	\$500.00
001-00820-0000 Legal Fees	\$0.00	0.00	\$500.00	\$500.00
001-00825-0000 Office Expense	\$76.28	76.28	\$500.00	\$423.72
001-00826-0000 Nuisance Abatement	\$0.00	0.00	\$15,000.00	\$15,000.00
001-00827-0000 Vehicle Expense	\$0.00	0.00	\$0.00	\$0.00
001-00830-0000 Postage	\$0.00	0.00	\$300.00	\$300.00
001-00832-0000 Computer Expenses	\$0.00	0.00	\$5,000.00	\$5,000.00
001-00835-0000 Advert. & Printing	\$0.00	0.00	\$300.00	\$300.00
001-00837-0000 Signs	\$0.00	0.00	\$50.00	\$50.00
001-00838-0000 Car Expenses	\$4,030.00	4,030.00	\$3,000.00	(\$1,030.00)
001-00840-0000 Training & Travel	\$0.00	0.00	\$750.00	\$750.00
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	\$500.00	\$500.00
TOTAL PLANNING & ZONING EXPENSES	\$9,965.61	9,965.61	\$113,226.00	\$103,260.39
TOTAL EXPENSES	(\$159,372.77)	(159,372.77)	(\$2,825,727.00)	(\$2,666,354.23)
NET INCOME & EXPENSE	\$38,768.32	38,768.32	(\$396,272.00)	(\$435,040.32)

Year: 2026
 Period: July
 Period Begin: 07/01/26
 Period End: 07/31/26
 Budget Amounts: Adjusted

City of Marion LGEA FUND BUDGET REPORT

Account		July Actual Balance	2026 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	0.00	\$0.00	\$0.00
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	0.00	\$0.00	\$0.00
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	0.00	\$0.00	\$0.00
TOTAL EXPENSE		\$0.00	0.00	\$0.00	\$0.00
NET INCOME & EXPENSE		\$0.00	0.00	\$0.00	\$0.00

Year: 2026
 Period: July
 Period Begin: 07/01/26
 Period End: 07/31/26
 Budget Amounts: Adjusted

City of Marion MUNICIPAL AID BUDGET REPORT

Account		July Actual Balance	2026 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	0.00	\$54,226.00	\$54,226.00
005-00121-0000	Interest Income-Municipal Aid	\$23.00	23.00	\$500.00	\$477.00
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		\$23.00	23.00	\$54,726.00	\$54,703.00
EXPENSES					
005-00217-0000	Public Transportation Projects (Mun)	\$0.00	0.00	\$105,000.00	\$105,000.00
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	0.00	\$1,800.00	\$1,800.00
TOTAL EXPENSE		\$0.00	0.00	\$106,800.00	\$106,800.00
NET INCOME & EPENSE		\$23.00	23.00	(\$52,074.00)	(\$52,097.00)

Year: 2026
 Period: July
 Period Begin: 07/01/26
 Period End: 07/31/26
 Budget Amounts: Adjusted

City of Marion
RESTAURANT & MOTEL BUDGET

Account		July Actual Balance	2026 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
INCOME					
014-00100-0000	Restaurant Tax	\$68,052.62	68,052.62	\$300,000.00	\$231,947.38
014-00101-0000	Restaurant Tax - Penalty	\$0.00	0.00	\$0.00	\$0.00
014-00120-0000	Motel Tax	\$125.99	125.99	\$1,600.00	\$1,474.01
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	\$6.71	6.71	\$60.00	\$53.29
TOTAL INCOME		\$68,185.32	68,185.32	\$301,660.00	\$233,474.68
EXPENSE					
014-00200-0000	Tourism Commission Fee	\$0.00	0.00	\$297,076.00	\$297,076.00
014-00205-0000	City of Marion Commission	\$0.00	0.00	\$4,524.00	\$4,524.00
014-00210-0000	Printing & Advertising	\$0.00	0.00	\$0.00	\$0.00
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		\$0.00	0.00	\$301,600.00	\$301,600.00
NET INCOME & EXPENSE		\$68,185.32	68,185.32	\$60.00	(\$68,125.32)

Year: 2026
 Period: July
 Period Begin: 07/01/26
 Period End: 07/31/26
 Budget Amounts: Adjusted

City of Marion
WATER & SEWER BUDGET REPORT

Account		July Actual Balance	2026 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
WATER INCOME					
002-00104-0000	Water Sales	\$69,500.80	69,500.80	\$900,000.00	\$830,499.20
002-00105-0000	Bulk - Sales	\$0.00	0.00	\$0.00	\$0.00
002-00106-0000	Water Taps	\$600.00	600.00	\$600.00	\$0.00
002-00107-0000	Service Charges	\$610.00	610.00	\$7,500.00	\$6,890.00
002-00111-0000	Penalty	\$1,460.98	1,460.98	\$15,500.00	\$14,039.02
002-00110-0000	Other Revenues	\$0.00	0.00	\$2,294,000.00	\$2,294,000.00
002-00112-0000	KU Revenue	\$0.00	0.00	\$0.00	\$0.00
002-00071-0000	Sales Tax	\$25.79	25.79	\$100.00	\$74.21
002-00073-0000	School Tax	(\$36.12)	(36.12)	\$500.00	\$536.12
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	\$130.35	130.35	\$5,000.00	\$4,869.65
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		\$72,291.80	72,291.80	\$3,223,200.00	\$3,150,908.20
SEWER INCOME					
007-00108-0000	Sewer Sales	\$31,363.88	31,363.88	\$420,000.00	\$388,636.12
007-00109-0000	Sewer Taps	\$500.00	500.00	\$600.00	\$100.00
007-00110-0000	Other Revenues	\$0.00	0.00	\$0.00	\$0.00
007-00111-0000	Penalty	\$0.00	0.00	\$0.00	\$0.00
007-00112-0000	Loan Proceeds - Phase 1	\$0.00	0.00	\$0.00	\$0.00
007-00129-0000	Interest-Water & Sewer Collection	\$377.37	377.37	\$3,500.00	\$3,122.63
007-00113-0000	Environmental Assessment	\$56,174.73	56,174.73	\$686,000.00	\$629,825.27
TOTAL SEWER INCOME		\$88,415.98	88,415.98	\$1,110,100.00	\$1,021,684.02
TOTAL INCOME		\$160,707.78	160,707.78	\$4,333,300.00	\$4,172,592.22

Account		July Actual Balance	2026 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
GENERAL & ADMINISTRATIVE EXPENSES					
002-00200-0000	Payroll-Office	\$2,060.40	2,060.40	\$21,212.00	\$19,151.60
002-00205-0000	FICA-Tax	\$154.47	154.47	\$1,623.00	\$1,468.53
002-00206-0000	Retirement	\$359.13	359.13	\$3,697.00	\$3,337.87
002-00208-0000	Unemployment	\$0.00	0.00	\$50.00	\$50.00
002-00210-0000	Insurance	\$4,615.85	4,615.85	\$6,901.00	\$2,285.15
002-00210-0001	Health Insurance	\$789.09	789.09	\$9,461.00	\$8,671.91
002-00211-0000	Office Expense	\$0.00	0.00	\$2,000.00	\$2,000.00
002-00216-0000	Postage	\$0.00	0.00	\$12,500.00	\$12,500.00
002-00212-0000	Printing & Advertising	\$0.00	0.00	\$2,200.00	\$2,200.00
002-00215-0000	Office Utilities	\$119.74	119.74	\$1,550.00	\$1,430.26
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	\$0.00	0.00	\$0.00	\$0.00
002-00214-0000	Computer Expense	\$3,169.00	3,169.00	\$37,000.00	\$33,831.00
002-00225-0000	Audit Fee	\$0.00	0.00	\$13,750.00	\$13,750.00
002-00253-0000	Transfers	\$0.00	0.00	\$0.00	\$0.00
002-00290-0000	Bad Debt - Water	\$0.00	0.00	\$200.00	\$200.00
002-00224-0000	Miscellaneous Expense	\$139.10	139.10	\$2,500.00	\$2,360.90
002-00292-0000	Water Supply Study	\$0.00	0.00	\$0.00	\$0.00
TOTAL WATER ADMINISTRATION		\$11,406.78	11,406.78	\$114,644.00	\$103,237.22
007-00200-0000	Payroll-Office	\$0.00	0.00	\$0.00	\$0.00
007-00205-0000	FICA-Tax	\$0.00	0.00	\$0.00	\$0.00
007-00206-0000	Retirement	\$0.00	0.00	\$0.00	\$0.00
007-00209-0000	Attorney's Fees	\$0.00	0.00	\$0.00	\$0.00
007-00210-0000	Insurance	\$0.00	0.00	\$0.00	\$0.00
007-00211-0000	Office Expense	\$0.00	0.00	\$0.00	\$0.00
007-00212-0000	Printing & Advertising	\$0.00	0.00	\$0.00	\$0.00
007-00214-0000	Computer Expense	\$0.00	0.00	\$0.00	\$0.00
007-00215-0000	Office Utilities	\$0.00	0.00	\$0.00	\$0.00
007-00216-0000	Postage	\$0.00	0.00	\$0.00	\$0.00
007-00225-0000	Audit Fee	\$0.00	0.00	\$0.00	\$0.00
007-00226-0000	Travel & Training	\$0.00	0.00	\$0.00	\$0.00
007-00224-0000	Miscellaneous Expense	\$0.00	0.00	\$0.00	\$0.00
007-00253-0000	Transfers	\$0.00	0.00	\$0.00	\$0.00
007-00291-0000	Bad Debt	\$0.00	0.00	\$0.00	\$0.00
007-00293-0000	Land Purchase	\$0.00	0.00	\$0.00	\$0.00
TOTAL SEWER ADMINISTRATION		\$0.00	0.00	\$0.00	\$0.00
TOTAL WATER & SEWER ADMIN.		(\$11,406.78)	(11,406.78)	(\$114,644.00)	(\$103,237.22)

Account		July Actual Balance	2026 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
DEBT PAYMENTS					
002-00227-0000	1988 Bond Payment	\$0.00	0.00	\$26,000.00	\$26,000.00
002-00228-0000	1988 Bond Interest Payment	\$0.00	0.00	\$2,650.00	\$2,650.00
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	\$25,000.00	\$25,000.00
007-00233-0000	1993 Bond Interest	\$0.00	0.00	\$9,000.00	\$9,000.00
007-00234-0000	New Sewer Plant Note Pymt	\$0.00	0.00	\$536,784.00	\$536,784.00
007-00235-0000	New Sewer Plant Interest Pymt	\$0.00	0.00	\$119,455.00	\$119,455.00
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	\$60,161.00	\$60,161.00
002-00239-0000	Interest - Waterline Project	\$0.00	0.00	\$5,802.00	\$5,802.00
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	\$0.00	\$0.00
007-00238-0000	Interest Payment-Sewer Project	\$0.00	0.00	\$0.00	\$0.00
TOTAL DEBT PAYMENTS		\$0.00	0.00	\$784,852.00	\$784,852.00

Account	July Actual Balance	2026 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
WATER PLANT EXPENSE				
002-00300-0000 Payroll-Water Plant	\$9,828.93	9,828.93	\$163,562.00	\$153,733.07
002-00305-0000 FICA Tax	\$746.96	746.96	\$12,512.00	\$11,765.04
002-00306-0000 Retirement	\$1,503.33	1,503.33	\$28,509.00	\$27,005.67
002-00308-0000 Unemployment	\$0.00	0.00	\$300.00	\$300.00
002-00310-0000 Insurance	\$0.00	0.00	\$19,670.00	\$19,670.00
002-00310-0001 Health Insurance	\$4,734.54	4,734.54	\$56,761.00	\$52,026.46
002-00326-0000 Travel & Training	\$0.00	0.00	\$2,500.00	\$2,500.00
002-00340-0000 Chemicals - Water Plant	\$3,338.08	3,338.08	\$112,000.00	\$108,661.92
002-00345-0000 Utilities - Water Plant	\$3,547.66	3,547.66	\$48,000.00	\$44,452.34
002-00350-0000 Supplies & Miscellaneous Expense - Water	\$401.64	401.64	\$3,000.00	\$2,598.36
002-00355-0000 Service By Others - Water Plant	\$0.00	0.00	\$10,000.00	\$10,000.00
002-00360-0000 Lab Analysis	\$0.00	0.00	\$9,000.00	\$9,000.00
002-00358-0000 Lab Equipment - Water Plant	\$0.00	0.00	\$5,000.00	\$5,000.00
002-00361-0000 Vehicle Expenses - Water Plant	\$179.94	179.94	\$2,000.00	\$1,820.06
002-00362-0000 Truck Purchase	\$0.00	0.00	\$0.00	\$0.00
002-00364-0000 Equipment Expense Water Pit.	\$1,360.25	1,360.25	\$1,200.00	(\$160.25)
002-00371-0000 Maintenance Tools	\$0.00	0.00	\$500.00	\$500.00
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	\$0.00	0.00	\$1,000.00	\$1,000.00
002-00386-0000 Water from Critt-Liv	\$5,488.56	5,488.56	\$70,000.00	\$64,511.44
002-00390-0000 Maintenance - Water Plant	\$0.00	0.00	\$1,000.00	\$1,000.00
002-00392-0000 Marion Water Treatment Upgrades -700,000	\$0.00	0.00	\$0.00	\$0.00
002-00393-0000 Sludge Removal	\$0.00	0.00	\$15,000.00	\$15,000.00
002-00394-0000 Turbidity Meter	\$0.00	0.00	\$0.00	\$0.00
002-00395-0000 Calibrate Flow Meters	\$0.00	0.00	\$3,750.00	\$3,750.00
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
002-00399-0000 WTP Capital Expenses	\$0.00	0.00	\$1,501,500.00	\$1,501,500.00
TOTAL WATER PLANT	\$31,129.89	31,129.89	\$2,066,764.00	\$2,035,634.11

Account	July Actual Balance	2026 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
SEWER PLANT EXPENSES				
007-00400-0000 Payroll	\$5,723.31	5,723.31	\$72,968.00	\$67,244.69
007-00405-0000 FICA Tax	\$431.48	431.48	\$5,582.00	\$5,150.52
007-00406-0000 Retirement	\$997.57	997.57	\$16,085.00	\$15,087.43
007-00408-0000 Unemployment	\$0.00	0.00	\$180.00	\$180.00
007-00410-0000 Insurance	\$1,852.74	1,852.74	\$53,673.00	\$51,820.26
007-00410-0001 Health Insurance	\$3,156.36	3,156.36	\$28,381.00	\$25,224.64
007-00426-0000 Travel & Training	\$0.00	0.00	\$1,500.00	\$1,500.00
007-00430-0000 Chemicals - Sewer Plant	\$1,362.67	1,362.67	\$55,000.00	\$53,637.33
007-00435-0000 Utilities - Sewer Plant	\$6,971.88	6,971.88	\$90,000.00	\$83,028.12
007-00440-0000 Supplies & Miscellaneous Expense - Sewer	\$7.49	7.49	\$1,000.00	\$992.51
007-00445-0000 Sludge Expense	\$0.00	0.00	\$8,000.00	\$8,000.00
007-00447-0000 Vehicle Expense - Sewer Plant	\$524.78	524.78	\$1,000.00	\$475.22
007-00450-0000 Service By Others - Sewer Plant	\$0.00	0.00	\$6,000.00	\$6,000.00
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	0.00	\$500.00	\$500.00
007-00460-0000 Lab Analysis	\$0.00	0.00	\$41,000.00	\$41,000.00
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	\$0.00	0.00	\$0.00	\$0.00
007-00485-0000 Maintenance Tools	\$0.00	0.00	\$0.00	\$0.00
007-00490-0000 Plant Maintenance - Sewer Plant	\$0.00	0.00	\$500.00	\$500.00
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	0.00	\$0.00	\$0.00
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
007-00499-0001 Capital Expense	\$0.00	0.00	\$6,500.00	\$6,500.00
TOTAL SEWER PLANT EXPENSE	\$21,028.28	21,028.28	\$387,869.00	\$366,840.72

Account		July Actual Balance	2026 YTD Actual Balance	YTD Budget Total	YTD Budget Remaining
MAINTENANCE					
002-00500-0000	Payroll	\$2,289.60	2,289.60	\$34,568.00	\$32,278.40
002-00503-0000	Consultant	\$0.00	0.00	\$0.00	\$0.00
002-00505-0000	FICA Tax	\$166.18	166.18	\$2,644.00	\$2,477.82
002-00506-0000	Retirement	\$399.08	399.08	\$6,025.00	\$5,625.92
002-00508-0000	Unemployment	\$0.00	0.00	\$80.00	\$80.00
002-00510-0000	Insurance	\$0.00	0.00	\$8,079.00	\$8,079.00
002-00510-0001	Health Insurance	\$1,578.18	1,578.18	\$18,921.00	\$17,342.82
002-00520-0000	Inventory Materials	\$0.00	0.00	\$25,000.00	\$25,000.00
002-00535-0000	Materials - Supplies	\$0.00	0.00	\$4,000.00	\$4,000.00
002-00540-0000	Equipment Expense	\$1,252.77	1,252.77	\$7,000.00	\$5,747.23
002-00548-0000	Office Expense	\$0.00	0.00	\$0.00	\$0.00
002-00550-0000	Utilities - Maint Shop	\$0.00	0.00	\$2,000.00	\$2,000.00
002-00555-0000	Service By Others - Maintenance	\$0.00	0.00	\$6,000.00	\$6,000.00
002-00561-0000	Vehicle Expense	\$42.46	42.46	\$2,000.00	\$1,957.54
002-00579-0000	Distribution Bac-T Testing	\$0.00	0.00	\$0.00	\$0.00
002-00560-0000	Maintenance - Shop Building Repairs	\$0.00	0.00	\$1,500.00	\$1,500.00
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	0.00	\$1,000.00	\$1,000.00
002-00593-0000	Lake George - Water Maint.	\$0.00	0.00	\$150,000.00	\$150,000.00
002-00596-0000	Booster Pump Briarwood	\$0.00	0.00	\$0.00	\$0.00
002-00597-0000	Project - Fed Grant Funds	\$0.00	0.00	\$1,180,000.00	\$1,180,000.00
002-00599-0000	Capital Expense	\$0.00	0.00	\$0.00	\$0.00
TOTAL WATER MAINTENANCE		\$5,728.27	5,728.27	\$1,448,817.00	\$1,443,088.73
007-00500-0000	Payroll - Sewer Maint.	\$0.00	0.00	\$0.00	\$0.00
007-00505-0000	FICA Tax	\$0.00	0.00	\$0.00	\$0.00
007-00506-0000	Retirement	\$0.00	0.00	\$0.00	\$0.00
007-00508-0000	Unemployment	\$0.00	0.00	\$0.00	\$0.00
007-00510-0000	Insurance	\$0.00	0.00	\$0.00	\$0.00
007-00510-0001	Health Insurance	\$0.00	0.00	\$0.00	\$0.00
007-00520-0000	Inventory Materials	\$0.00	0.00	\$2,000.00	\$2,000.00
007-00535-0000	Materials - Supplies	\$125.93	125.93	\$2,000.00	\$1,874.07
007-00540-0000	Equipment Expense	\$0.00	0.00	\$5,000.00	\$5,000.00
007-00550-0000	Utilities - Maint Shop	\$797.01	797.01	\$7,000.00	\$6,202.99
007-00555-0000	Service By Others - Sewer Maintenance	\$0.00	0.00	\$1,600.00	\$1,600.00
007-00563-0000	Sewer Treatment Project	\$0.00	0.00	\$0.00	\$0.00
007-00560-0000	Sewer Maint. - Building Repairs	\$0.00	0.00	\$500.00	\$500.00
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	\$1,000.00	\$1,000.00
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	\$0.00	0.00	\$500.00	\$500.00
007-00592-0000	E/One Pump	\$0.00	0.00	\$0.00	\$0.00

<u>Account</u>	<u>July Actual Balance</u>	<u>2026 YTD Actual Balance</u>	<u>YTD Budget Total</u>	<u>YTD Budget Remaining</u>
TOTAL SEWER MAINTENANCE	\$922.94	922.94	\$19,600.00	\$18,677.06
TOTAL WATER & SEWER EXPENSE	(\$70,216.16)	(70,216.16)	(\$4,822,546.00)	(\$4,752,329.84)
TOTAL NET INCOME	\$90,491.62	90,491.62	(\$489,246.00)	(\$579,737.62)

CITY OF MARION, KENTUCKY
FINANCIAL STATEMENT
July 2026
Council meeting August 17, 2026

	<u>Balance July 1</u>	<u>Receipts</u>	<u>Expenditures</u>	<u>Balance July 31</u>
General Fund	\$ 2,491,241.37	\$ 198,307.98	\$ 164,894.70	\$ 2,524,654.65
Municipal Aid Fund	\$ 108,298.29	\$ 23.00	\$ -	\$ 108,321.29
LGEAF Mineral Severance	\$ 0.04	\$ -	\$ -	\$ 0.04
Operation & Maintenance Fund	\$ 148,388.88	\$ 173,972.87	\$ 167,078.47	\$ 155,283.28
Sewer Fund	\$ 79.15	\$ 53,566.96	\$ 53,046.04	\$ 600.07
*Consumer Deposits	\$ 117,745.23	\$ 2,704.04	\$ 222.00	\$ 120,227.27
Env. Assess. Building Fund	\$ 2,193,007.55	\$ 58,694.14	\$ -	\$ 2,251,701.69
*1988 Sinking Fund	\$ 28,598.55	\$ 2,451.00	\$ -	\$ 31,049.55
*1993 Sinking Fund	\$ 61,736.17	\$ 2,922.14	\$ -	\$ 64,658.31
Waterline Sinking Fund	\$ 10,013.55	\$ 5,500.41	\$ -	\$ 15,513.96
*1988/93 Reserve Fund	\$ 6,424.16	\$ 0.06	\$ -	\$ 6,424.22
Sewer Project R & I	\$ 50,144.96	\$ 4,000.00	\$ -	\$ 54,144.96
Police Drug & Alcohol	\$ 7,529.93	\$ -	\$ -	\$ 7,529.93
*Revolving Loan Fund	\$ 697,201.19	\$ 148.04	\$ -	\$ 697,349.23
Rest. & Motel Acct.	\$ 10,935.09	\$ 68,185.32	\$ -	\$ 79,120.41
Alcohol Beverage Fund	\$ 77,555.23	\$ 8,005.50	\$ 7,334.42	\$ 78,226.31
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-----	\$ 498,517.16
New Sewer Plant A18-003-----	\$17,018,402.46

*Restricted Funds

**Semi-restricted Fund

Respectively submitted,



Layten Croft
City Treasurer



MARION POLICE DEPARTMENT
217 South Main Street
Marion, Kentucky 42064
Dispatch (270) 965-3500
Fax (270) 965-1951



Below are Marion PD stats for July 2026

Miles Driven- 2,015
Criminal Investigations- 14
Domestics- 9
Felony Arrests- 10
Misdemeanor Arrests- 7
Non-Criminal Arrests- 10
DUI Arrests- 0
Criminal Summons- 1
Traffic Citations- 22
Traffic Warnings- 7
Parking Tickets- 0
Traffic Accidents- 4
Security Checks/Alarms- 66
Calls For Service/Complaints- 223
Other Citations- 29

Thank You,

Chief Bobby West u/103

July 13, 2026

PeADD BOARD MEETING MINUTES

Board Members Present – Ms. Crissy Carter, Mayor Kevin Cotton, Mayor Gary Damron, Mayor Ed DeArmond, Judge Jerry Gilliam, Mayor Arthur Green, Ms. Lori Harper, Judge Stan Humphries, Mr. Jack Lingenfelter, Judge Todd Mansfield, Judge Mack McGehee, Judge Perry Newcom, Ms. Tara Rascoe, Mayor Jenny Sewell, Judge Jaime Smith, Mr. Verdell Smith, Ms. Beth Sumner, Mr. Todd Wallace, Judge Jack Whitfield, Judge Michael Williams, Mr. Allen Wilson, Mr. Lee Wilson, Judge William “Kota” Young.

- I. **Call to Order** – PeADD Board Chair, Judge Todd Mansfield, called the meeting to order at 12:00 PM CT with a quorum present. The meeting was conducted in person at Pennyrile Area Development District and virtually via Zoom.
- II. **Pledge of Allegiance & Invocation** – Judge Jack Whitfield led the pledge, and Mr. Hollis Alexander of KACo led the invocation.
- III. **Approval of Minutes** – The June 8, 2026, Board of Directors Meeting Minutes were presented for review and approval. A copy was sent to the committee before the meeting for review and included in the meeting packet.

MOTION – Mayor Arthur Green moved to approve the minutes as presented. Mayor Kevin Cotton seconded the motion, and the motion was approved by the Board.

- IV. **Financial Report** – Mr. Lee Wilson, Treasurer of the PeADD Board, presented the Monthly Financial Report as of June 30, 2026, for review and approval. Mr. Wilson stated that at this point in the fiscal year close-out, expenditures are at 85.5%, and all line items remain within the budget. He mentioned that expenses and revenues will continue to be accrued through the close of the fiscal year. A copy of the financial report was included in the meeting packet.

MOTION – Mayor Kevin Cotton moved to approve the Monthly Financial Report as presented. Judge Jaime Smith seconded the motion, and the motion was approved by the Board.

- V. **Federal & State Reports** – Legislative updates were provided by Ms. Morgan Alvey, Field Representative for Senator Mitch McConnell’s office; Mr. Austin Wetherington, Field Representative for Congressman Comer’s office; Ms. Martha Jane King, Field Representative for the Department for Local Government; Mr. Cheyton Pendley, Workforce Program Analyst for Delta Regional Authority; and Mr. Greg Meredith, Field Service Representative for Rural and Municipal Aid/KYTC.

VI. **Staff Reports -**

1. **Community & Economic Development** – Ms. Amy Frogue, Director of Community & Economic Development (CED), presented the Community and Economic Development Department’s FY27 work plan, outlining six core strategic focus areas including Economic Development, Community Development, Infrastructure, Planning, Disaster Resiliency, and GIS. The department manages 302 ongoing projects worth approximately \$701 million across the region, with an operating budget of \$1.3 million supporting eight full-time and one part-time staff position. Key priorities for FY27 include continuing federal partnerships through EDA and DRA programs, addressing the region’s substantial water and wastewater infrastructure needs totaling \$585 million, and beginning a five-year hazard mitigation plan update.
2. **Health & Family Services** – Ms. Amanda Stokes, Director of Aging & Independent Living, presented on services focusing on aging and independent living programs serving 52,613 adults age 60 and over in the Pennyrile region. The department projects significant reductions in home-

delivered meal services for FY27, with a \$1.7 million shortfall compared to FY26, serving 723 individuals across the region. Ms. Stokes explained the distinction between high-priority and low-priority clients based on factors like support systems and mobility, noting that the current service expansion post-pandemic allowed for broader client access than historically practiced. Ms. Stokes presented multiple scenarios for addressing funding shortfalls in home-delivered meal services, including maintaining current allocations, accounting for attrition rates, and implementing hybrid meal options. She emphasized that no decision has been made yet and outlined a plan for the executive committee and county judges to determine a preferred scenario, which will then be presented to the full board for approval at the August meeting. Ms. Stokes presented on various other programs including the National Family Caregiver Program, Kentucky Caregiver Program for grandparents raising grandchildren, and the Senior Community Service Employment Program (Title V), with an estimated FY27 budget of \$3,814,211. Mr. Payton Kidd, Director of Long Term Services and Supports, presented the work plan for the Long-Term Services and Support Department, detailing projections for Home Community Based Waiver programs, Participant Directed Service options, Traditional options, and Veterans Directed Care Program, with a total department budget of \$50.8 million for FY27 representing an increase of \$1.7 million.

3. **West Kentucky Workforce Board** – Ms. Sheila Clark, WKWB Executive Director, presented an overview of the West Kentucky Workforce Board, highlighting their service to 17 counties through various programs including adult services, youth programs, and military transition activities. The board serves 42 members with a budget exceeding \$4 million and has achieved high placement rates of 87.5% for adults and 100% for dislocated workers.
4. **Administration** – Hayla Swaw, Chief Financial Officer, provided an administration update, outlining the Finance and Administration work plan for FY27, which manages a total budget of \$60.8 million and serves as a foundation for all programs through financial management, regulatory compliance, and administrative services.

VII. New Business

1. **Monthly Code of Ethics Report** – Judge Todd Mansfield stated that no Code of Ethics issues or violations had been reported since the last meeting.
2. **Approval of the FY2027 Budget** – Mr. Lee Wilson, PeADD Board Treasurer, presented the PeADD Budget for review and approval, beginning with the total projected revenue for FY 2027, which is \$60.9 million, an increase of approximately \$14.6 million over the prior year's most recently revised budget. He continued, stating that Aging & Independent Living reflects an overall budget reduction of approximately \$2.1 million. The decrease is primarily attributed to the cut to additional funds received for our meal programs over the past several fiscal years since the COVID pandemic and the 4% reductions to state-funded Aging programs based on our expected DAIL allocations. Although allocations have not yet been finalized, the proposed budget has been developed using these conservative funding assumptions.

Long-Term Services and Supports reflects continued growth in PeADD's Financial Management Services programs. The most significant increase is within the Veterans Directed Care Program, which continues to expand as additional veterans enroll and receive services across 4 states, contributing substantially to the overall increase in the FY2027 budget.

Mr. Wilson continued with Training & Workforce Development, which reflects modest decreases in both total and operating funding as grant allocations fluctuate due to changing funding levels and the various stages of multi-year grant awards.

He also pointed out that Community & Economic Development reflects continued investment through several new and expanded initiatives, including Hazard Mitigation Planning, Disaster Resiliency Capacity Building, and local planning contracts, while the completion of certain projects, such as Safe Streets and Roads for All, offsets a portion of that growth.

Overall, Mr. Wilson stated that projected expenditures total approximately \$57.1 million, reflecting the increase in program activity anticipated during FY 2027. While projected revenues exceed expenditures by approximately \$3.7 million, these funds are necessary to provide adequate working capital for our Financial Management Services (FMS) programs. PeADD is responsible for funding payroll well in advance of reimbursement, particularly within the Veterans Directed Care (VDC) program, where biweekly payrolls are projected to average approximately \$1.2 million by the end of FY27, but reimbursements are received approximately 12 weeks after services are provided and billed. Maintaining sufficient operating reserves ensures PeADD can continue meeting payroll obligations while awaiting reimbursement and protects against interruptions in service to the individuals we serve.

MOTION – Mayor Kevin Cotton moved to approve the FY2027 Budget as presented. Judge Kota Young seconded the motion, and the motion was approved by the Board.

3. **Director's Report** – PeADD Executive Director, Mr. Jason Vincent, introduced two new board members. They included Malcolm West, the newly appointed mayor of Central City, and Darrin Benton, who was nominated to fill Andy Swansey's unexpired term due to health issues.

Mr. Vincent announced that NADO conference registration is approaching and board members planning to attend should make it known. In closing, he invited the board to Alisha Sutton's upcoming retirement reception on July 31st here in the PeADD office.

VIII. **Other Business** – There was no other business.

IX. **Adjourn** – With no further business, Judge Jaime Smith moved to adjourn the meeting at 1:12 PM CT. Mayor Kevin Cotton seconded the motion, and the meeting adjourned.

Judge Todd Mansfield, Board Chair

Mayor Kevin Cotton, Secretary