



**PARIS CITY COMMISSION
REGULAR MEETING AGENDA**
525 High Street Paris, KY 40361
Commission Chambers – Room 121
Tuesday, January 14, 2025 - 9:00 AM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVE MINUTES

- A. Regular Meeting - December 10, 2024

5. ORDINANCES

- A. Second Reading: Ordinance 2024-35; Entertainment Destination Center
- B. Second Reading: Ordinance 2024-36; Text Amendment: Neighborhood Revitalization Design Character Overlay Zone
- C. First Reading: Ordinance 2025-1; Zoning Map Amendment Request - Westridge Lane

6. CONSENT AGENDA

- A. Municipal Order 2025-1; Appointment: Parks and Recreation (Joint Appointment)
- B. Municipal Order 2025-2; Appointment: Floodplain Administrator
- C. Municipal Order 2025-3; Personnel Order: New Hire - Fire/EMS
- D. Payment of Invoices: General and Utility Fund
- E. Contract Approvals and Ratification

7. REGULAR AGENDA

- A. Discussion Item: Parking Lot Use - Main St
- B. Request for Funding: Paris-Bourbon County YMCA
- C. 2025 City Commission Meeting Schedule
- D. Traffic Pattern Change: Locust Drive onto Bypass - Right Turn Only
- E. Contract Termination: USIC - Line Locating Services

- F. Ratification of Purchase: Up-fit for Vehicles
- G. Discussion Item: Mission and Vision Statement
- H. November Financials: General and Utility Fund

8. REPORTS

- A. Outside Agencies
- B. City Staff
- C. Mayor & Commissioners

9. ADJOURNMENT



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: January 14, 2025

AGENDA ITEM: Regular Meeting - December 10, 2024

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Move to approve December 10, 2024 meeting minutes as presented.

DESCRIPTION: December 10, 2024 meeting minutes.

REQUESTED BY:

Name: Stephanie Settles

CALL TO ORDER

The Paris City Commission met in regular session at 9:00 a.m. viewable on Facebook live at www.facebook.com/cityofparisky on December 10, 2024.

PLEDGE OF ALLEGIANCE

Mayor Plummer called the meeting to order, and the Pledge of Allegiance was recited.

ROLL CALL

Present: Mayor, John Plummer; Commissioner, Wallis Brooks; Commissioner, Tim Gray; Commissioner, Sharon Fields; Commissioner, Mike Withrow.

Others in attendance: City Manager, Jamie Miller; City Attorney, Bryan Beaman; CPA, Brad Oberlander; City Clerk & Treasurer, Stephanie Settles

APPROVE MINUTES

Motion by Brooks, seconded by Plummer, the motion unanimously carried approving regular meeting minutes of November 26, 2024.

ORDINANCES

Motion: Move to approve Ordinance 2024-34 for the regulations and fees related to a cannabis special license fees.
By: Withrow
Seconded: Fields

Yes: Plummer, Brooks, Fields, Gray, Withrow
No: None
Abstain: None

First reading of ordinance 2024-35 related to an Entertainment destination center was read by Jamie Miller and Bryan Beaman.

First reading of ordinance 2024-36 related to a text amendment for a neighborhood revitalization design character overlay zone was read by Jamie Miller and Bryan Beaman.

CONSENT AGENDA

Motion by Plummer, seconded by Fields, the motion unanimously carried approving Municipal Order 2024-91 for Change Order #2 to Akins Excavating and authorize the Mayor, City Manager, and City Clerk to execute all necessary documents for a total decrease in the contracted amount of \$76,135.00.

Motion by Plummer, seconded by Fields, the motion unanimously carried approving Municipal Order 2024-92 for Change Order #1 to W. Principles and authorize the Mayor, City Manager, and City Clerk to execute all necessary documents for a total decrease in the contracted amount of \$16,928.25.

Motion by Plummer, seconded by Fields, the motion unanimously carried approving Municipal Order 2024-93 to establish a project related to the 3rd street area that is closed to vehicular traffic. Further move to approve and authorize the Mayor, City Manager, and City Clerk to execute all documents necessary for continuation on this project.

Motion by , seconded by , the motion unanimously carried approving Resolution 2024-20 approving the filing of an application to request funding through FY24 for Assistance to Firefighters Grant and authorize the Mayor, City Manager, City Clerk, and City Attorney to execute all required documents. If awarded, further move to authorize the Mayor, City Manager, City Clerk, and City Attorney to execute all required reporting documents.

Motion by Plummer, seconded by Fields, the motion unanimously carried approving and to ratify the listed contracts and authorize the Mayor, City Manager, and City Clerk to execute all necessary documents.

Motion by Plummer, seconded by Fields, the motion unanimously carried approving the payment of invoices for General Fund in the amount of \$76,604.99 and Utility Fund in the amount of \$434,367.82.

REGULAR AGENDA

Motion by Withrow, seconded by Gray, the motion unanimously carried approving Municipal Order 2024-94 to finalize an agreement with Granite and authorize the Mayor, City Manager, and City Clerk to execute all necessary documents. Further, to authorize the Mayor, City Manager, and City Clerk to approve future renewals provided that there are no substantial changes to terms and conditions, and if the renewal amount does not exceed the current purchasing threshold set for City Commission approval at that time.

Motion by Plummer, seconded by Brooks, the motion unanimously carried approving Resolution 2024-21 adopting the Comprehensive Plan Goals and Objectives.

Motion by Withrow, seconded by Gray, approving the 2025 Board Appointments and authorized check signers to be Jamie Miller, Wallis Brooks, Stan Galbraith, Mayor Plummer, and Stephanie Settles.
Chamber of Commerce - Sharon Fields
Paris-Bourbon County E-911 - Mayor Plummer, Tim Gray
Paris-Bourbon County EMS - Mayor Plummer, Tim Gray
Paris-Bourbon County Tourism - Sharon Fields
Paris-Bourbon County EDA - Mayor Plummer
Audit Committee - Wallis Brooks, Stan Galbraith, Mayor Plummer
Investment Committee - Stan Galbraith

Motion by Withrow, seconded by Gray, authorizing the Paris-Bourbon County EMS Board to purchase a non-budgeted lift item for an ambulance for in the amount of \$ 34,057.81.

REPORTS

Betty Ann Allen, Tourism
- Hosting "THRACK" Committee meeting on December 17th at Mustard Seed Hill.
- The Merchant group will be meeting in January to set the annual calendar for events downtown.

Stan Galbraith, EDA
- District 7 Transportation Cabinet will be at the Library on Friday, December 20th, 9:00 a.m.

Michelle Thornsburg, Planning and Zoning
- Provided a report that 9 building permits, 3 electrical permits, and 21 inspections were completed within the City for the month of November.

Mike Smith, Public Works
- Transfer Station is moving forward, Drywall, plumbing, and garage doors are being installed this week.

Jamie Miller, City Manager
- The State Chamber will be at the new Transfer Station for a visit on December 18th.
- The annual employee breakfast is on December 19th at the church of the Annunciation.
- January 28th following the City Commission meeting will be a Joint City-County meeting.
- Extended her appreciation to Mike Withrow for his term as City Commissioner, and presented him with a plaque.

ADJOURNMENT

Motion by Withrow, seconded by Brooks, the motion unanimously carried approving to adjourn the meeting at 9:53 a.m.

John A. Plummer, Mayor

Attest:

Stephanie Settles, City Clerk



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: January 14, 2025

AGENDA ITEM: Second Reading: Ordinance 2024-35; Entertainment Destination Center

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to approve Ordinance 2024-35 related to the establishment of an Entertainment Destination Center.

DESCRIPTION: The City Commission has had prior discussions to establish an Entertainment Destination Center (EDC). Staff provided a project update at the October 8, 2024 Commission meeting to seek feedback on some decision points for the application.

A notice has been published in the newspaper in accordance with application requirements to notify the public about the intent to apply for this license through the Commonwealth. A meeting was also held on December 3, 2024, to provide any interested parties with an opportunity to provide feedback.

The attached ordinance formally outlines the parameters of the EDC, which will be used in the application to the Commonwealth. Attached are also some draft documents regarding the management plan and communication tools that will be amended by the ABC Administrator as needed through the application process with the State.

After the adoption of this ordinance, the application will be made with the State. The EDC will not be activated until they have approved the application.

The proposed EDC is on Main St. from 8th to around the Courthouse and is limited to Special Events approved by the City Commission or ABC Administrator.

The EDC license has a cost to the City of \$2,577.00 annually, as amended. It should be noted that vendors that do not have traveling privileges, such as caterers, will still be required to obtain a Special Event License (which has a cost of \$166 locally and \$266.66 at the State) to serve. If a licensed premise within the EDC wishes to have a location that is not within its licensed spot, additional licenses would also apply. The EDC does not eliminate these individual license requirements and only allows for the travel of beverages off-premise for related events.

Some additional supporting material was provided for the First Reading and can be found in the December 10, 2024 agenda packet. This material has not been duplicated in this packet.

REQUESTED BY:

Name: Jamie Miller, ABC Administrator

**CITY OF PARIS
ORDINANCE 2024-35**

AN ORDINANCE RELATED TO THE CREATION OF AN ENTERTAINMENT DESTINATION CENTER LICENSED PREMISE IN THE DOWNTOWN OF PARIS; AND FURTHER DIRECTING THE CITY OF PARIS TO APPLY FOR AN ENTERTAINMENT DESTINATION CENTER (EDC) LICENSE FROM THE KENTUCKY DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL; AND FURTHER ESTABLISHING THE REQUIREMENTS FOR A LICENSEE TO SELL ALCOHOLIC BEVERAGES WITHIN THE COMMON AREAS OF THE DESTINATION CENTER.

WHEREAS, KRS 243.030(21) authorizes the issuance of an Entertainment Destination Center (“EDC”) License by the Kentucky Department of Alcoholic Beverage Control; and

WHEREAS, in accordance with 804 KAR 4:370 the City of Paris is a “wet” city and has determined an entertainment destination center licensed premise would aid in economic growth and tourism in the City; and

WHEREAS, the City seeks to create an EDC within its downtown for which it shall obtain a license from the Kentucky Department of Alcoholic Beverage Control; and

WHEREAS, the City further seeks to establish the requirements for a licensee to sell alcoholic beverages within the common areas of the EDC.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PARIS, KENTUCKY THAT THE FOLLOWING NEWLY ENACTED ARTICLE BE ADDED TO CHAPTER 62 OF THE PARIS CODE OF ORDINANCES AS FOLLOWS:

ARTICLE III. ENTERTAINMENT DESTINATION CENTER

62.200 Boundaries

The geographical boundaries of the Entertainment Destination Center (“EDC”) in the City of Paris lies within and adjacent to the following description:

The Entertainment Destination Center is a geographic area that is located on both sides of Main St. between 8th Street and Bank Row Street. This will encompass the length of Main St. between these areas and the area surrounding Courthouse Square, which will include the lengths of Ardery Place and Bank Row Street from Main St. to High St.

A map is attached to Ordinance 2024-35 and incorporated by reference.

62.201 Licensing

(a) The City of Paris shall apply for an EDC license with the Kentucky Department of Alcoholic Beverage Control; the City shall not purchase nor sell alcoholic beverages to provide revenue.

(b) A business that is located within the EDC that sells alcoholic beverages shall hold the necessary alcoholic beverage license or licenses for its premises. A licensee within or adjacent to the EDC may sell alcoholic beverages from one or more non-permanent locations within any common area within the EDC if the licensee holds a supplemental bar license for each non-permanent location and the licensee holds written permission for these sales from the City. All other vendors seeking to sell during special events must hold appropriate licensing with the State to do so.

(c) This ordinance does not exclude outside vendors. Outside vendors are only permitted to set up during civic events when properly registered through the City and the State ABC.

(d) During hours of special events approved by the City for the operation of the EDC, patrons may leave the premises of a properly licensed business that sells alcoholic beverages with alcoholic beverages and consume those drinks in any EDC common area or other participating premises within the EDC if permitted by the business and the City based upon the following:

- (1) Possesses the common area;
- (2) Provides adequate security for the common area;
- (3) Ensures that public streets are controlled in a manner that ensures public safety and pedestrian protection from vehicular traffic; and
- (4) Has granted written permission for the conduct and has a signed agreement with the City to conduct these activities.

(5) Prohibits patrons from taking alcoholic beverages outside the physical boundaries of the EDC.

(6) Requires any drinks that are removed from the licensed premise within the EDC shall be in a clear cup with City approved markings and notating the vendor in which it is from.

(e) All licensed premises shall be required to sign a participation contract with the City and hold the City and its employees harmless for any actions that may occur on said premises. If the participating licensed business is found to be in violation of the participation contract, the City reserves the right to revoke the participation contract. All requirements of 804 KAR 4:370 must be met before the participation contract is approved. The City ABC Administrator has the authority to temporarily suspend the entire EDC if issues arise that dictate such action.

(f) Those premises not selling alcoholic beverages in the EDC and wish to not participate in the acceptance of alcoholic beverages on/in their premises are required to provide the City with written acknowledgement of their non-participation and to post signage on their premises showing same.

(g) The hours of operation for the EDC is by request for events approved by the Board of Commissioners or the City's ABC Administrator.

(h) It shall be incumbent on all vendors participating in the EDC to ensure all alcohol purchased in their establishment shall be purchased by those of legal drinking age of the State of Kentucky. The City of Paris and its employees shall be held harmless if the vendor has failed to act in accordance with laws and regulations governing the consumption of alcohol. Nothing in this ordinance shall be construed to authorize noncompliance with any law governing vehicle-related open container restrictions or any other state statute or local ordinance or policy.

This Ordinance shall be in full force and effect from and after its adoption, readoption, and publication, as required by law. The EDC shall not be in effect until the license is granted by the State.

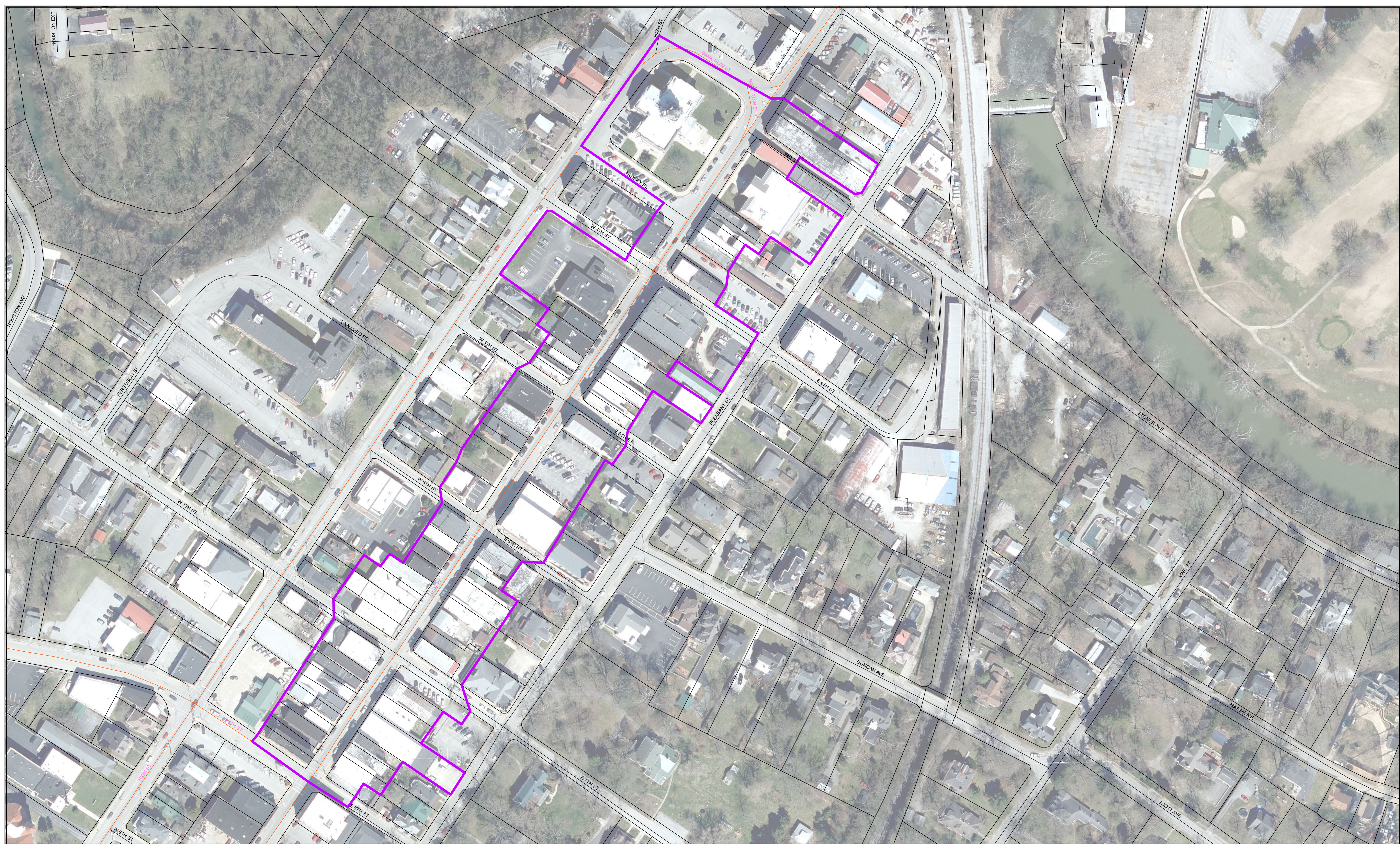
The foregoing Ordinance was read for the first time on December 10, 2025, and was read for the second time adopted and approved on January 14, 2025.

CITY OF PARIS, KENTUCKY

John A. Plummer, Mayor

ATTEST:

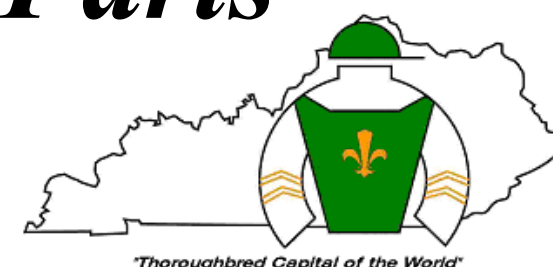
Stephanie Settles, City Clerk



0 120 240 480 Feet

EDC with parcels to Main st.

City of Paris



For Planning only
Author: City of Paris
Date: 11/12/2024

Coordinate System: NAD 1983 StatePlane Kentucky North FIPS 1601
Projection: Lambert Conformal Conic
Datum: North American 1983
False Easting: 1,640,416.6667
False Northing: 0.0000
Central Meridian: -84.2500
Standard Parallel 1: 37.9667
Standard Parallel 2: 38.9667
Latitude Of Origin: 37.5000
Units: Foot US



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: January 14, 2025

AGENDA ITEM: Second Reading: Ordinance 2024-36; Text Amendment: Neighborhood Revitalization Design Character Overlay Zone

DEPARTMENT: Planning and Zoning

RECOMMENDED MOTION: Move to approve ordinance 2024-36 Text Amendment related to a neighborhood revitalization design character overlay zone.

DESCRIPTION: The Paris Bourbon County Joint Planning Agency has worked extensively with the Westside Neighborhood Association over the last few years. Through numerous community engagement sessions, there has been a desire to establish enhanced design standards for the neighborhood.

Before any type of map amendment can be considered to enhance these design standards, the City is required to amend their Planning Ordinance through a Text Amendment to add the ability to adopt "Neighborhood Revitalization Design Character Overlays".

This overlay is being inserted into the current existing ordinance in a similar manner as the Historic District Overlay. Some language is being added. However, future comprehensive updates of the ordinance should further clarify the structure that overlay districts are not stand-alone zones and are layered on top of other appropriate zones.

By creating Neighborhood Revitalization Design Character Overlays in the ordinance, this will permit the City Commission to designate additional regulatory requirements for specific areas to help conserve or promote certain visual characteristics. This is intended to improve the quality of the City's environment through identification, conservation, and maintenance. The protection of these areas promotes public welfare by making the city a more attractive and desirable place in which to live and work.

The ordinance sets for the purpose of these overlay districts, the criteria for which an area may be considered, the process of establishing an overlay, and addresses what standards may be addressed through the overlay.

Planning and Zoning heard Zone Text Amendment 23-01 establishing the Neighborhood Revitalization Design Character Overlay Zone (NR) on 06/15/2023 and recommended approval. The City Staff has made minor modifications to what was recommended by Planning and Zoning. However, the majority of the substance remains the same.

REQUESTED BY:

Name: Planning and Zoning through Jamie Miller, City Manager

**CITY OF PARIS
ORDINANCE 2024-36**

**AN ORDINANCE AMENDING THE TEXT OF THE CITY’S ZONING
ORDINANCE CREATING A NEIGHBORHOOD REVITALIZATION DESIGN
CHARACTER OVERLAY**

WHEREAS, there have been several public meetings, neighborhood meetings, and discussions on the topic of establishing overlay districts which allow for additional regulatory requirements to conserve or promote certain visual aesthetics of a neighborhood or designated non-residential or mixed use area,

WHEREAS, the City of Paris agrees that the individual character of the City cannot be properly maintained or enhanced unless there is an ability to protect, conserve, and preserve its distinctive neighborhoods and nonresidential/commercial areas,

WHEREAS, the City of Paris agrees that the protection of neighborhoods and these areas promote public welfare by making the city a more attractive and desirable place in which to live and work.

WHEREAS, the Board of Commissioners of the City of Paris desires to make certain amendments to the text of the City’s zoning ordinance,

WHEREAS, the Paris-Bourbon County Planning Commission having considered the proposed text amendment and forwarded a recommendation for approval to the City Commission;

NOW THEREFORE BE IT ORDAINED BY THE CITY OF PARIS BOARD OF COMMISSIONERS THAT SECTION 80.100 OF THE CODE OF ORDINANCES BE AMENDED AND A NEW SUBSECTION OF SECTION 80.201 OF THE CODE OF ORDINANCES BE ADDED AND SUBSEQUENTLY RENUMBERED:

Section 80.100 Establishment of Districts; Provisions for Official Zoning Map

A. Districts.

1. For the purpose of these regulations, the Paris area is hereby divided into the following districts:

- A- Agricultural
- R-1 Residential
- R-2 Residential
- R-3 Residential
- R-4 Residential
- R-5 Residential
- R-6 Residential
- R-7 Residential
- R-8 Residential

B-1 Central Business
B-2 General Commercial
B-3 Neighborhood Commercial
I-1 Light Industrial
I-2 Heavy Industrial
C- Conservation*
H-M Hospital/Medical
H Historic*
PUD Planned Unit Development
NR Neighborhood Revitalization Design Character Overlay*

***These designations are not stand-alone districts and are overlays which may provide for enhanced or modified regulation requirements but do not eliminate the underlying base zoning.**

Section 80.201 District Regulations

10. NR - Neighborhood Revitalization Design Character Overlay Zone

- (a) **Intent.** In order to promote the economic and general welfare of the people of the City of Paris and of the general public; and to ensure complementary, orderly, and efficient redevelopment, the City of Paris has determined that qualities relating to the visual characteristics that give a distinct identity to an area and a harmonious appearance of structures that stabilize an area, either residential, nonresidential or mixed use areas, may require additional requirements to redevelop, maintain, protect, conserve or preserve those qualities.
- (b) **Purpose.** It is the purpose of this Article to permit the City of Paris Board of Commissioners the opportunity to adopt additional regulatory requirements in order to help conserve or promote certain visual characteristics.
- (c) **Goals.** The goal of this Article is to affect the purpose and intent, as set forth in the above; and specifically, but not exclusively, to:
- (1) **Give such designations and to enact such regulations as are needed to protect against destruction, degradation, or encroachment upon neighborhoods, areas or places having a special, unique or distinctive character of aesthetic, architectural or cultural significance that serves as the identity of either a residential neighborhood or a non-residential area.**
 - (2) **Encourage the use of existing buildings through adaptive rehabilitation to enhance the diversity and interest of the city. Such encouragement shall not imply a particular zoning designation.**
 - (3) **Encourage construction that will lead to continuation, conservation and improvement in a manner appropriate to the scale and physical character of the original buildings. Ensure that new construction is in harmony with the scale and physical character of the original buildings of the neighborhood**

through the use of design standards.

- (4) Prevent the creation of environmental influences adverse to such purposes.
 - (5) Foster civic pride in the value of accomplishments of the past.
 - (6) Promote the educational, cultural, economic, and general welfare of the people; or
 - (7) Create new character in an area that has been designated for redevelopment.
- (d) *Regulations.* The classifications and regulations hereunder shall be established in addition to the overlay classification as shown on the Zoning Map for the subject areas. The uses, dimensions and other requirements for said zones, as provided in the Zoning Ordinance, shall apply, except where modified as conditional zoning restrictions determined under these regulations. The rezoning of an underlying zone does not automatically remove NR standards, and the applicant would need to request that the overlay restrictions either be removed or revised as conditions appropriate to the use. Where there are conflicts between the procedures and regulations within the Zoning Ordinance, the more restrictive shall apply.
- (e) *Overlay district designation criteria.* An area, neighborhood or place meeting one (1) or more of the following criteria may be eligible for designation as a Neighborhood Revitalization Design Character Overlay (NR):
- (1) It is an older area that, if placed under an NR classification, may result in sufficient improvement to qualify as an H Historic District in the future.
 - (2) It is a newer area that does not have historic significance. In such case, if residential, the overall character of the surrounding neighborhood(s) would be maintained, and if nonresidential, the overall character would be determined by an urban or other design study that creates a unified design;
 - (3) There is a need to protect the visual characteristics that give a neighborhood or area its distinct identity;
 - (4) The existing neighborhood or area is characterized by a variety of building types that establish a significant and distinguishable identity;
 - (5) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials;
 - (6) It has character as a geographically definable area possessing a significant concentration of buildings or structures united by past events or by its plan or physical development; or
 - (7) It has character as an established definable residential neighborhood, agricultural area or business district, united by culture, architectural style or physical plan and development.

Nothing in this Section shall be construed to designate an NR classification to regulate standards traditionally enforced through a deed restriction, a restrictive covenant, private contractual right or term, or regulations by any homeowner association, neighborhood association, or similar association or entity.

- (f) *Designation of zones protected by Neighborhood Revitalization Design Character*

Overlays. To further the goals and purposes of this Article and the preservation, protection, conservation and use of neighborhood design character districts, the City of Paris Board of Commissioners shall have the authority to designate zones protected by a Neighborhood Revitalization Design Character Overlay, whether residential or nonresidential in nature.

(g) Procedure. The procedure for the City of Paris Board of Commissioners to initiate the designation of a Neighborhood Revitalization Design Character Overlay District are as follows:

(1) Design Standards Analysis. Any party advocating for the designation of Neighborhood Revitalization Design Character Overlay District shall prepare a design analysis of the proposed overlay district by one (1) of the following methods, depending on whether the proposed neighborhood design character zone is for a residential or a non-residential area:

i. For Residential

1. Establish a clear, decipherable set of neighborhood features to describe the character of individual building types. This set shall define the relationships among features and shall serve as a tool to identify common elements in a neighborhood.
2. Identify and project future character, based on potential change from present-day trends and regulations, relying on predominant existing characteristics within the neighborhood; on characteristics that are seen as desirable but not yet existing; or on a combination of the two (2).
3. Conduct architectural surveys to define present and/or early character of the neighborhood. The requesting party shall conduct a field survey containing, as a minimum, the following criteria: distinctive building features; represented building styles; typical building components; finishing materials; placement of building(s) on a site; landscape treatment; degree of visual continuity; degree of density; and degree of compatibility of new structures within historical context.

ii. For Nonresidential. Depending on the intent of the Neighborhood Design Character Overlay, one (1) of the two (2) following methods of design analysis shall be used by the requesting party:

1. Define New Character. Establish a clear, decipherable set of standards that describe the desired character of the area. These criteria shall define the relationships among existing and future features and shall serve as a tool to identify common elements in a nonresidential area so as to create a unified design.
2. Retain Existing Character.
 - a. Conduct architectural surveys to define early and

present character of the area. The requesting party shall conduct a field survey containing, as a minimum, the following criteria: distinctive building features; represented building styles; typical building components; finishing materials; placement of building(s) on the site; landscape treatment; degree of visual continuity; degree of density; and degree of compatibility of new structures within historical context.

- b. Develop preservation goals for the area and identify important characteristics to be respected by comparing the degree of change between early and present-day character.
- c. Identify and project future character as it relates to potential change from present-day trends and regulations. Based on the present-day scenario, identify if the area will preserve its integrity and meet its design goals for the community.

(h) *Design Standards.* The following criteria for new construction or additions shall be based on the design standards analysis within each district. The following are categories of design standards that shall be eligible for overlay regulations and may modify existing zoning or as conditional zoning restrictions. It is not required that each of the following be addressed; instead, to utilize only those elements as applicable or desirable to conserve the character of the neighborhood or surrounding area, and as determined in the design standards analysis. All proposed standards should be specific and measurable.

- (1) Exterior building material restrictions.
- (2) Roof lines and shape requirements.
- (3) Repeating elements.
- (4) Landscaping requirements.
- (5) Minimum window and door opening requirements.
- (6) Front building features.
- (7) Garage door restrictions.
- (8) Lot widths.
- (9) Building orientation.
- (10) Building heights.
- (11) Building setbacks.
- (12) Rear yard building setback
- (13) Accessory structures.
- (14) Bulk plane restrictions.
- (15) Off-street parking design.
- (16) Floor area ratios.
- (17) Signs.

- (i) *Proposal of new overlay district.* A proposal for the establishment of a Neighborhood Revitalization Design Character Overlay District may be initiated only by the City of Paris Board of Commissioners who shall then refer the matter to the Paris-Bourbon County Joint Planning Commission to analyze the criteria within this Section as applied to any potential overlay zone. The Planning Commission shall make a recommendation to the City of Paris Board of Commissioners within 180 days after receiving the request from the City of Paris Board of Commissioners, which time may be extended for good cause by subsequent act of the City of Paris Board of Commissioners. The recommendation of the Planning Commission shall not be binding on the City of Paris Board of Commissioners. Nothing in this Section shall be construed to prohibit any person or entity from advocating to the City of Paris Board of Commissioners about any overlay district. The City of Paris Board of Commissioners shall be the sole decision-making body to create any Neighborhood Revitalization Design Character Overlay District.
- (j) *Owner Notification.* When any proposal to establish a Neighborhood Revitalization Design Character Overlay District is initiated, the Planning Commission shall then hold at least one (1) public hearing, after notice, as required by KRS Chapter 424 and KRS Chapter 100.
- (1) Notice of the time, place and reason for the required public hearing shall be given by one publication in the newspaper of general circulation in the County, not earlier than twenty-one (21) days or later than seven (7) days before the public hearing in accordance with KRS 100.211.
 - (2) Any published notice shall include boundary or the proposed overlay district or a geographic description sufficient to locate and identify the property, and the names of two (2) streets on either side of the property which intersect the street on which the property is located; and when the property in question is located at the intersection of two (2) streets, the notice shall designate the intersection by name of both streets rather than name two (2) streets on either side of the property.
 - (3) Written notice of the public hearing shall be given at least thirty (30) days in advance of the hearing by first class mail to an owner of every parcel of property the classification of which is proposed to be changed. Records by the Property Valuation Administrator may be relied upon to determine the identity and address of said owners. The notice shall state that the subject property has been identified within the proposed overlay district; the time, place and date of the hearing before the Planning Commission; and the proposed specific design standards as determined desirable and recommended for each proposed district.
 - (4) The Planning Commission staff, or other officer, of the Planning Commission shall certify that the notice was mailed to an owner of every parcel of property within the proposed overlay district. Records maintained by the Property Valuation Administrator may be relied upon conclusively to determine the identity and address of said owners. In the event such property is in condominium or cooperative forms of ownership, then the person

notified by mail shall be the president, or chairman, of the owner group which administers property commonly owned by the condominium or cooperative owners. A joint notice may be mailed to two (2) or more co-owners of an adjoining property who are listed in the Property Valuation Administrator's records as having the same address.

- (k) *Building Permit Review Process.* All building permit applications will be required to comply with adopted design standards for applicable building improvements on property located within a designated Neighborhood Revitalization Design Character Overlay District and as approved by the Planning Commission.

The foregoing ordinance shall take effect immediately upon execution and publication.

The foregoing ordinance was introduced and read for the first time at the City Commission's regular meeting of December 10, 2024. Read for the second time, adopted, and approved at its regular meeting of January 14, 2025.

John A. Plummer, Mayor

ATTEST:

Stephanie Settles, City Clerk



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: January 14, 2025

AGENDA ITEM: First Reading: Ordinance 2025-1; Zoning Map Amendment Request - Westridge Lane
DEPARTMENT: Planning and Zoning

RECOMMENDED MOTION: No motion required for first reading.

DESCRIPTION: Last year, you considered zoning Map Amendments for property on Bethlehem Road and Westridge Lane (the Church of God property) to change zoning from Agriculture A to a portion to Residential R-2 and a portion to Business B-2. The matter returned to the Planning and Zoning Commission due to procedural deficiencies. The applicant has re-designed the proposal and submitted a new application. The remaining church portion of the property is more than 5 acres and does not need re-zoning. The "rear" portion of the property has a fewer number of proposed lots. The Planning Commission recommended approval of the zone change.

Assuming the City Commission follows typical, past procedure, an "argument-style" hearing on the requested zone change will be conducted on the second reading. No comment will be received on the first reading. The Planning Commission record has been provided to the City Commission and the City Commission decision will be based upon the evidence of record before the Planning Commission, consideration of the City's zoning ordinance, and arguments heard from the applicant and citizens.

REQUESTED BY:

Name: Michelle Thornsburg, Planning Administrator thru Jamie Miller, City Manager

**CITY OF PARIS
ORDINANCE 2025-1**

AN ORDINANCE AMENDING THE ZONING MAP FOR PROPERTY OWNED BY FIRST CHURCH OF GOD AND UPON APPLICATION BY WEST MARTS, LLC, AND LOCATED AT WESTRIDGE LANE, FROM AN EXISTING AGRICULTURAL (A) CLASSIFICATION TO RESIDENTIAL (R-2) ONLY CONSISTING OF 3.295 ACRES, MORE OR LESS, AS THE EXISTING ZONING IS INAPPROPRIATE AND THE PROPOSED ZONING IS APPROPRIATE, AND PURSUANT TO THE RECOMMENDATION OF THE JOINT PLANNING COMMISSION AFTER A PUBLIC HEARING.

WHEREAS, the First Church of God is the owner of property located on Bethlehem Road and Westridge Lane (the “Property”);

WHEREAS, the First Church of God through application of West Marts, LLC, proposes to subdivide the entirety of the Property and seek to re-zone a 3.295 acres, more or less, parcel of property located on Westridge Lane

WHEREAS, following a duly noticed Public Hearing before the Bourbon County Joint Planning Commission, said Commission recommended approval of the zone change;

WHEREAS, the recommendation of the Planning Commission is attached hereto and incorporated herein by reference; and

WHEREAS, the Board of Commissioners agrees with the recommendation of the Planning Commission.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY OF PARIS BOARD OF COMMISSIONERS AS FOLLOWS:

Section 1. That on the hearing and recommendation for approval by the Planning Commission to rezone the Property located on vacant land of 3.295 acres, more or less, from Agricultural (A) to Residential (R-2) and the said Zoning Map Amendment be and hereby is accepted and approved.

Section 2. Based upon a review of the official zoning map of the City of Paris, upon the Property’s original zoning classification, rezoning the Property to Residential (R-2) is in agreement with the adopted comprehensive plan.

Section 3. In accordance with KRS 100.211, the zoning map amendment of the Property is approved.

Section 4. The Zoning Ordinance shall be amended to show a change in the zoning classification for the Property from Agricultural (A) to Residential (R-2) and be reflected on the official zoning map of the City of Paris.

Section 5. The Property rezoned is more fully described as on the legal description and proposed plat attached as Exhibit A to this Ordinance.

Section 6. The Paris-Bourbon County Joint Planning Commission is hereby directed to show the zoning classification change on the official zone map and to make reference to the number of this Ordinance.

Section 7. If any provision of this Ordinance for any reason or to any extent, be invalid or unenforceable, the remainder of this Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

This Ordinance was read for the first time on January 14, 2025 and read for the second time _____, 2025.

CITY OF PARIS

John A. Plummer, Mayor

ATTEST:

Stephanie Settles, City Clerk



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: January 14, 2025

AGENDA ITEM: Municipal Order 2025-1; Appointment: Parks and Recreation (Joint Appointment)

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to approve Municipal Order 2025-1 for the appointment of Mark Offutt to the Joint Parks and Recreation Board.

DESCRIPTION: The Mayor is authorized to appoint a joint City and Fiscal Court member to the Joint Parks and Recreation Board, which is confirmed by the City Commission.

Municipal Order 2025-1 appoints Mark Offutt as a member of the Joint Parks and Recreation Board with a term expiring December 31, 2028.

The Fiscal Court has approved the recommended appointment.

REQUESTED BY:

Name: Jamie Miller on behalf of Mayor Plummer

**CITY OF PARIS
MUNICIPAL ORDER 2025-1**

**A MUNICIPAL ORDER APPROVING THE MAYOR'S
APPOINTMENT OF MARK OFFUTT TO THE PARIS-
BOURBON COUNTY JOINT PARKS AND RECREATION
BOARD FOR A TERM EXPIRING DECEMBER 31, 2028**

WHEREAS, the Mayor is authorized to make an appointments to the Joint Parks and Recreation Board. One of the appointments is a Joint City and Fiscal Court Appointment. Such appointments are confirmed by the Commission.

WHEREAS, the term of such appointments is for a period of four years.

WHEREAS, the City has adopted Ordinance No 2019-13 which establishes limits for consecutive terms as an appointee to an agency,

WHEREAS, the current term of the joint City and Fiscal Court appointee expires January 1, 2025 and the appointee is not requesting reappointment.

WHEREAS, The Fiscal Court concurs with the proposed appointment.

NOW THEREFORE be it resolved by the Board of Commissioners of the City of Paris that the Mayor's appointment of Mark Offutt to the Paris-Bourbon County Joint Parks and Recreation Board is approved for a new term expiring December 31, 2028.

Enacted at the City Commission's regular meeting of January 14, 2025.

CITY OF PARIS, KENTUCKY

John A. Plummer, Mayor

ATTESTED BY:

Stephanie Settles, City Clerk



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: January 14, 2025

AGENDA ITEM: Municipal Order 2025-2; Appointment: Floodplain Administrator

DEPARTMENT: Planning and Zoning

RECOMMENDED MOTION: Move to approve Municipal Order 2025-2 for the appointment of the Floodplain Administrator

DESCRIPTION: The Planning Administrator role serves as the City's Floodplain Administrator.

While serving as Planning Administrator, Dalton Belcher was appointed Floodplain Administrator to serve in accordance with City ordinance. He has left the role and has been replaced by Michelle Thornsburg.

The attached Municipal Order appoints her as Floodplain Administrator

REQUESTED BY:

Name: Jamie Miller, City Manager

**CITY OF PARIS
MUNICIPAL ORDER 2025-2**

**A MUNICIPAL ORDER APPROVING THE MAYOR'S
APPOINTMENT OF MICHELLE THORNSBURG TO THE
ROLE OF FLOODPLAIN ADMINISTRATOR**

WHEREAS, Ordinance 2021-7 amended Ordinance Section 74.100, Designation of Local Administrator which authorizes the Mayor to appoint a qualified individual to administer, implement, and enforce the provisions of the Flood Control Ordinance as the Floodplain Administrator.

WHEREAS, the position of Planning Administrator has been turned over and new staff must be assigned to this role.

NOW THEREFORE be it resolved by the Board of Commissioners of the City of Paris that the Mayor's appointment of Michelle Thornsburg in her capacity of Planning Administrator be appointed as the Floodplain Administrator for the City of Paris.

Enacted at the City Commission's regular meeting on January 14, 2025.

CITY OF PARIS, KENTUCKY

John A. Plummer, Mayor

ATTEST:

Stephanie Settles, City Clerk



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: January 14, 2025

AGENDA ITEM: Municipal Order 2025-3; Personnel Order: New Hire - Fire/EMS

DEPARTMENT: Human Resources

RECOMMENDED MOTION: Move to approve Municipal Order 2025-3 for the full time hire of Christina Humphries to the position of Paramedic, pay scale F7-6.

DESCRIPTION: Ms. Humphries will be filling the newly authorized position in this current fiscal year budget.

The department is authorized to hire Fire/EMS or EMS only staff as part of the approved staffing structure. The hiring of Ms. Humphries will allow for consistent staffing of EMS shifts and allow greater flexibility of coverage between all Fire/EMS staff. Ms. Humphries is a career Paramedic with nearly fifteen years of EMS service, and has experience working with our department as an employee of a local agency.

Ms. Humphries is currently working in a part time Paramedic role with the department, and as such has already successfully passed through the screening process. A transition to full time will be at the discretion of this Commission.

REQUESTED BY:

Name: Michael Duffy, Fire Chief
Jacob Barker, Director of Human Resources

**CITY OF PARIS
MUNICIPAL ORDER NO. 2024-3**

A MUNICIPAL ORDER APPROVING THE FULL-TIME HIRE OF CHRISTINA HUMPHRIES TO THE POSITION OF PARAMEDIC.

WHEREAS, Christina Humphries has applied to the position during an external application process;

WHEREAS, Christina Humphries stood out amongst those interviewed as a suitable fit for the department;

WHEREAS, Christina Humphries is working in a part-time capacity with the City of Paris Fire Department at this time and is familiar with procedures and expectations.

NOW THEREFORE, be it ordered by the City Commission of the City of Paris, Kentucky to approve the full-time hire of Christina Humphries to the position of Paramedic effective January 14th, 2025.

Enacted at the City Commission's regular meeting of January 14th, 2025.

CITY OF PARIS, KENTUCKY

John A. Plummer, Mayor

ATTEST:

Stephanie Settles, City Clerk



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: January 14, 2025

AGENDA ITEM: Payment of Invoices: General and Utility Fund

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve the payment of invoices for General Fund in the amount of \$421,024.39 and Utility Fund in the amount of \$2,040,280.88.

DESCRIPTION: Attached is the summary of invoices for the General Fund (\$421,024.39) and Utility Fund (\$2,040,280.88). Both claims reports cover the period from December 1, 2024 through January 4, 2025. These reports cover a larger activity period than as is normally reported due to the last Commission meeting being held in early December.

Notable disbursements in the General Fund include: \$5,899.68 to J. Higgins, Inc. for honor guard uniform purchases, the December and January payments to various joint agencies and community partners such as EDA and Joint Planning, and \$40,000 to Bourbon County PVA for 2024 property tax assessments.

Notable disbursements in the Utility Fund include: \$1,140,129.50 to vendors (Kenvirons, Inc. and W Principles LLC) related to the Solid Waste and Recycling Depot project, \$364,855.75 to vendors (Akins Excavating Co., Inc. and HMB Professional Engineers Inc) related to the Water Plant and Distribution System project, \$22,149.90 to Perfection Group Inc, to finalize the contract on the meter change out project as approved by Commission, and \$12,000.00 to Strand Associates for engineering services for the Millersburg Road Sanitary Sewer infrastructure improvements project.

REQUESTED BY:

Name: Brad Oberlander, Finance Director

CITY OF PARIS
General Fund - Claims Report
01/14/2025

<u>CK Number</u>	<u>Vendor</u>	<u>CK Date</u>	<u>CK Amount</u>
51382	AT&T	12/6/2024	623.78
51383	Ats Construction	12/6/2024	505.68
51384	Berryman, James	12/6/2024	2,450.85
51385	BMS	12/6/2024	61.75
51386	Brightview LLC	12/6/2024	1,290.71
51387	CHARTER COMMUNICATIONS	12/6/2024	124.98
51388	City Of Paris Utilities	12/6/2024	3,153.94
51389	Anna Collins	12/6/2024	49.59
51390	Columbia Gas Of Kentucky	12/6/2024	793.06
51391	Computeraid International	12/6/2024	125.00
51392	Galls, LLC	12/6/2024	301.10
51393	Innovative Credit Solutions	12/6/2024	19.00
51394	J. Higgins, Inc.	12/6/2024	5,899.68
51395	KOI	12/6/2024	27.54
51396	Meade Tractor	12/6/2024	92.36
51397	O'reilly Auto Parts	12/6/2024	132.12
51398	Oberlander Financial Services, PLLC	12/6/2024	3,900.00
51399	Paris Storytelling Inc	12/6/2024	2,000.00
51400	Paris-Bo Co Senior Center	12/6/2024	1,750.00
51401	PARIS-BOCO CHAMBER OF COMMERCE	12/6/2024	2,291.66
51402	PARIS-BOCO JOINT PLANNING	12/6/2024	14,682.00
51403	PARIS-BOCO PARKS & RECREATION BOARD	12/6/2024	11,670.00
51404	PARIS-BOCO TOURISM	12/6/2024	2,083.33
51405	Paris-Bourbon County E911	12/6/2024	29,416.67
51406	Paris-Bourbon County EDA	12/6/2024	12,629.75
51407	Paris-Bourbon County EMS	12/6/2024	49,083.33
51408	Riley Oil Company	12/6/2024	7,039.48
51409	Terminix	12/6/2024	135.00
51410	Unifirst Corporation	12/6/2024	176.95
51411	VALVOLINE	12/6/2024	134.06
51439	AMERICAN FIDELITY ASSURANCE	12/13/2024	1,318.70
51440	AT&T Mobility - (6463)	12/13/2024	390.75
51441	Autozone	12/13/2024	67.98
51442	Bme Inc	12/13/2024	1,495.00

CITY OF PARIS
General Fund - Claims Report
01/14/2025

<u>CK Number</u>	<u>Vendor</u>	<u>CK Date</u>	<u>CK Amount</u>
51443	Bourbon County Health Dept	12/13/2024	3,750.00
51444	Bourbon County Sheriff	12/13/2024	1,092.83
51445	Bypass Rental Center of Georgetown	12/13/2024	85.00
51446	CAPITAL ONE	12/13/2024	1,042.15
51447	City Of Paris Utilities	12/13/2024	30.46
51448	DOUBLE O TRAILER SERVICE, INC.	12/13/2024	546.70
51449	Galls, LLC	12/13/2024	1,775.58
51450	Grainger	12/13/2024	615.03
51451	Harmon, Adam	12/13/2024	28.00
51452	Kentucky City/County Management Association	12/13/2024	295.90
51453	Kentucky League of Cities Insurance	12/13/2024	42,760.48
51454	Kentucky Uniforms, Inc.	12/13/2024	229.70
51455	KIM MARSHALL PRINT SERVICES	12/13/2024	77.25
51456	Raymond Kindig	12/13/2024	28.00
51457	Konica Minolta Business Solutions	12/13/2024	4.83
51458	LUTTRELL STAFFING GROUP	12/13/2024	458.16
51459	Paris Animal Welfare Society (PAWS)	12/13/2024	1,500.00
51460	JERRY PURCELL	12/13/2024	45.00
51461	Sturgill, Turner, Barker &	12/13/2024	3,460.00
51462	Terminix	12/13/2024	75.00
51463	Unifirst Corporation	12/13/2024	177.92
51464	VALVOLINE	12/13/2024	156.55
51465	VC3, INC.	12/13/2024	8,781.19
51466	American Legal Publishing Co	12/20/2024	550.00
51467	AT&T Mobility - (6463)	12/20/2024	629.08
51468	ATLANTIC EMERGENCY SOLUTIONS	12/20/2024	513.06
51469	Autozone	12/20/2024	67.98
51470	BLUEGRASS BUSINESS HEALTH	12/20/2024	25.00
51471	Bourbon Community Hospital	12/20/2024	75.00
51472	Bourbon County Clerk	12/20/2024	420.00
51473	Bourbon County Pva	12/20/2024	40,000.00
51474	Carrot-Top Industries Inc	12/20/2024	409.42
51475	CHARTER COMMUNICATIONS	12/20/2024	124.98
51476	Columbia Gas Of Kentucky	12/20/2024	659.53

CITY OF PARIS
General Fund - Claims Report
01/14/2025

<u>CK Number</u>	<u>Vendor</u>	<u>CK Date</u>	<u>CK Amount</u>
51477	DENNIS L OR DEBORAH CORNETT	12/20/2024	49.59
51478	Crystal Springs	12/20/2024	45.21
51479	Directcare Family Health Pllc	12/20/2024	100.00
51480	Eads Hardware	12/20/2024	644.38
51481	EGUNCO	12/20/2024	618.30
51482	Galls, LLC	12/20/2024	2,457.78
51483	Global Water Technology	12/20/2024	200.00
51484	Grainger	12/20/2024	471.66
51485	Haix USA	12/20/2024	423.00
51486	Hamilton -Hinkle Paving	12/20/2024	398.03
51487	Hopewell Museum	12/20/2024	1,000.00
51488	Kentucky Municipal Clerks Assn	12/20/2024	45.00
51489	KOI	12/20/2024	169.49
51490	Lowes Business Acct/Syncb	12/20/2024	891.60
51491	LUTTRELL STAFFING GROUP	12/20/2024	610.88
51492	CHARLIE MCDONALD	12/20/2024	558.70
51493	MUNICIPAL EMERGENCY SERVICES	12/20/2024	1,235.00
51494	Murphy Elevator Company	12/20/2024	861.18
51495	Paymentus	12/20/2024	460.00
51496	Riley Oil Company	12/20/2024	2,362.47
51497	Stericycle Inc.	12/20/2024	69.56
51498	The Citizen Advertiser	12/20/2024	3,106.00
51499	Tractor Supply Credit Plan	12/20/2024	329.99
51500	TRANSUNION RISK DATA SOLUTIONS	12/20/2024	480.00
51501	Unifirst Corporation	12/20/2024	355.84
51502	VALVOLINE	12/20/2024	483.09
51503	AT&T Mobility - (6463)	12/23/2024	2,168.56
51504	J&J Co.	12/23/2024	125.00
51505	Central Kentucky Mechanical Services	12/23/2024	4,983.41
51506	AT&T	1/3/2025	608.23
51507	AT&T - 5019	1/3/2025	1,552.48
51508	AT&T OneNet	1/3/2025	11.55
51509	Autozone	1/3/2025	304.41
51510	Bme Inc	1/3/2025	367.50

CITY OF PARIS
General Fund - Claims Report
01/14/2025

<u>CK Number</u>	<u>Vendor</u>	<u>CK Date</u>	<u>CK Amount</u>
51511	CHARTER COMMUNICATIONS	1/3/2025	239.97
51512	Computeraid International	1/3/2025	125.00
51513	Galls, LLC	1/3/2025	313.59
51514	KENTUCKY GFOA	1/3/2025	25.00
51515	Kentucky Uniforms, Inc.	1/3/2025	386.55
51516	KU	1/3/2025	6,270.87
51517	LUTTRELL STAFFING GROUP	1/3/2025	763.60
51518	O'reilly Auto Parts	1/3/2025	36.99
51519	Oberlander Financial Services, PLLC	1/3/2025	3,900.00
51520	PARIS-BOCO CHAMBER OF COMMERCE	1/3/2025	2,291.66
51521	PARIS-BOCO JOINT PLANNING	1/3/2025	14,682.00
51522	PARIS-BOCO TOURISM	1/3/2025	2,083.33
51523	Paris-Bourbon County E911	1/3/2025	29,416.67
51524	Paris-Bourbon County EDA	1/3/2025	12,629.75
51525	Paris-Bourbon County EMS	1/3/2025	49,083.33
51526	Riley Oil Company	1/3/2025	1,805.37
51527	Terminix	1/3/2025	366.00
51528	Unifirst Corporation	1/3/2025	104.72
51529	YMCA	1/3/2025	486.00
121224	Amazon Capital Services	12/12/2024	328.92
121224	Amazon Capital Services	12/12/2024	136.77
121224	Amazon Capital Services	12/12/2024	8.29
121224	Amazon Capital Services	12/12/2024	245.56
121224	Amazon Capital Services	12/12/2024	104.00
121224	Amazon Capital Services	12/12/2024	79.00
121224	Amazon Capital Services	12/12/2024	8.98
121224	Amazon Capital Services	12/12/2024	149.00

Total General Fund Claims - \$ 421,024.39

CITY OF PARIS
Utility Fund - Claims Report
01/14/2025

<u>CK Number</u>	<u>Vendor</u>	<u>CK Date</u>	<u>CK Amount</u>
59250	AT&T	12/6/2024	380.79
59251	AT&T - 5014	12/6/2024	99.99
59252	BMS	12/6/2024	22.75
59253	Brenntag Mid-South, Inc	12/6/2024	2,067.00
59254	CHARTER COMMUNICATIONS	12/6/2024	259.97
59255	CITCO WATER	12/6/2024	768.16
59256	CITY OF PARIS UTILITIES	12/6/2024	9,676.82
59257	Columbia Gas Of Kentucky, Inc.	12/6/2024	279.40
59258	KENTUCKY RURAL WATER ASSOCIATION	12/6/2024	225.00
59259	Kenvirons, Inc.	12/6/2024	44,162.00
59260	KOI	12/6/2024	6.99
59261	Luttrell Staffing, Inc.	12/6/2024	820.86
59262	Oberlander Financial Services, PLLC	12/6/2024	3,900.00
59263	Riley Oil Company	12/6/2024	1,154.44
59264	Riley's Auto and ATV Repair	12/6/2024	30.00
59265	Rumpke of Kentucky Inc.	12/6/2024	34,443.59
59266	SHARE CORPORATION	12/6/2024	456.87
59267	SIGMA-ALDRICH INC	12/6/2024	189.54
59268	Terminix	12/6/2024	45.00
59269	Unifirst Corporation	12/6/2024	294.90
59270	USA Blue Book	12/6/2024	525.95
59271	W PRINCIPLES LLC	12/6/2024	1,095,967.50
59272	Water Solutions Unlimited, Inc	12/6/2024	5,200.00
59273	WESCO RECEIVABLES CORP.	12/6/2024	3,089.82
59274	Allen, Taylor	12/13/2024	81.68
59275	American Fidelity Assurance	12/13/2024	164.10
59276	AT&T Mobility - 6463	12/13/2024	736.10
59277	Autozone Inc	12/13/2024	57.76
59278	Barde, Virginia	12/13/2024	1,020.77
59279	CAPITAL ONE	12/13/2024	531.52
59280	CHARTER COMMUNICATIONS	12/13/2024	199.99
59281	CITCO WATER	12/13/2024	752.76
59282	CITY OF PARIS UTILITIES	12/13/2024	2,814.94
59283	CORE & MAIN LP	12/13/2024	6,548.74

CITY OF PARIS
Utility Fund - Claims Report
01/14/2025

<u>CK Number</u>	<u>Vendor</u>	<u>CK Date</u>	<u>CK Amount</u>
59284	Crump, Shane Evert, Mikenna	12/13/2024	71.14
59285	Davis, Darlene	12/13/2024	69.85
59286	Denney, Alana	12/13/2024	79.46
59287	Doncaster, Anna	12/13/2024	47.20
59288	Edwards, Shani	12/13/2024	24.06
59289	Fouser Environmental Services	12/13/2024	3,182.00
59290	GCP ENVIRONMENAL SOLUTIONS	12/13/2024	3,863.00
59291	Goin, Anna Jean	12/13/2024	85.71
59292	Hayes Pipe Supply, Inc	12/13/2024	192.68
59293	Horne, Mike	12/13/2024	74.45
59294	Hurst, Jonathan	12/13/2024	53.36
59295	Kentucky League Of Cities-Ins	12/13/2024	30,110.09
59296	Lemaster, Jason	12/13/2024	62.47
59297	lex investment group	12/13/2024	15.61
59298	Luttrell Staffing, Inc.	12/13/2024	763.60
59299	Martinez, Angel	12/13/2024	50.35
59300	Msq Structures	12/13/2024	37.84
59301	MSTN TRANSFORMERS	12/13/2024	4,391.80
59302	Neptune Equipment Co.	12/13/2024	3,046.35
59303	O'reilly Auto Parts	12/13/2024	29.99
59304	Risner, Robert	12/13/2024	58.63
59305	Royse, Ben	12/13/2024	84.60
59306	Rumpke of Kentucky Inc.	12/13/2024	192.84
59307	Terminix	12/13/2024	45.00
59308	Traylor, David	12/13/2024	7.85
59309	Unifirst Corporation	12/13/2024	299.11
59310	United Laboratories, Inc.	12/13/2024	383.01
59311	VC3 INC	12/13/2024	4,915.85
59312	Water Solutions Unlimited, Inc	12/13/2024	2,925.00
59313	Wolfe, Cassandra	12/13/2024	40.39
59314	Akins Excavating Co., Inc.	12/20/2024	317,855.75
59315	Arista Information Systems, Inc	12/20/2024	8,025.94
59316	AT&T Mobility - 6463	12/20/2024	90.36
59317	Bluegrass Add	12/20/2024	2,500.00

CITY OF PARIS
Utility Fund - Claims Report
01/14/2025

<u>CK Number</u>	<u>Vendor</u>	<u>CK Date</u>	<u>CK Amount</u>
59318	BOURBON BOOT SUPPLY	12/20/2024	136.00
59319	CHARTER COMMUNICATIONS	12/20/2024	204.99
59320	CITCO WATER	12/20/2024	2,632.76
59321	City Tire Of Paris	12/20/2024	40.00
59322	Columbia Gas Of Kentucky, Inc.	12/20/2024	164.78
59323	CRYSTAL SPRINGS/ PRIMO WATER	12/20/2024	45.21
59324	Eads Hardware	12/20/2024	571.62
59325	Fouser Environmental Services	12/20/2024	3,094.00
59326	Kentucky811	12/20/2024	610.50
59327	KU - KENTUCKY UTILITIES	12/20/2024	10,777.23
59328	Landmark Sprinkler Inc.	12/20/2024	165.00
59329	Linville Electric Service	12/20/2024	375.00
59330	LITTRELL BROTHERS TREE SERVICE	12/20/2024	3,200.00
59331	Lowe's Business Acct/SYNCB	12/20/2024	662.15
59332	Luttrell Staffing, Inc.	12/20/2024	820.86
59333	O'reilly Auto Parts	12/20/2024	19.42
59334	Patterson & Dewar Engineers	12/20/2024	1,782.00
59335	Paymentus	12/20/2024	920.00
59336	Perfection Goup, Inc	12/20/2024	22,149.90
59337	Riley Oil Company	12/20/2024	1,779.34
59338	Smart, Chad	12/20/2024	373.24
59339	STERICYCLE	12/20/2024	17.39
59340	Strand Associates Inc	12/20/2024	12,000.00
59341	Stuart C. Irby Co.	12/20/2024	945.60
59342	The Law Firm of Linda K Ain	12/20/2024	1,240.00
59343	Tractor Supply Credit Plan	12/20/2024	649.94
59344	Unifirst Corporation	12/20/2024	564.76
59345	US DEPARTMENT OF ENERGY	12/20/2024	7,184.95
59346	J&J Co.	12/23/2024	183.00
59347	AT&T	1/3/2025	369.44
59348	AT&T - 5014	1/3/2025	90.00
59349	AT&T - 5019	1/3/2025	155.53
59350	AT&T OneNet Service	1/3/2025	3.83
59351	Autozone Inc	1/3/2025	20.23

CITY OF PARIS
Utility Fund - Claims Report
01/14/2025

<u>CK Number</u>	<u>Vendor</u>	<u>CK Date</u>	<u>CK Amount</u>
59352	Brownstown Electric Supply Co.	1/3/2025	1,673.00
59353	CHARTER COMMUNICATIONS	1/3/2025	119.99
59354	CITCO WATER	1/3/2025	752.76
59355	Columbia Gas Of Kentucky, Inc.	1/3/2025	1,631.36
59356	CORE & MAIN LP	1/3/2025	1,771.46
59357	Hmb Professional Engineers Inc	1/3/2025	47,500.00
59358	IDEXX DISTRIBUTION, INC	1/3/2025	516.65
59359	John O. Smits	1/3/2025	1,750.66
59360	Kentucky GFOA	1/3/2025	25.00
59361	KOI	1/3/2025	182.86
59362	KU - KENTUCKY UTILITIES	1/3/2025	49.15
59363	Luttrell Staffing, Inc.	1/3/2025	1,064.22
59364	O'reilly Auto Parts	1/3/2025	89.94
59365	Oberlander Financial Services, PLLC	1/3/2025	3,900.00
59366	Riley Oil Company	1/3/2025	1,127.74
59367	Rumpke of Kentucky Inc.	1/3/2025	17,794.31
59368	Terminix	1/3/2025	244.00
59369	The Garland Co	1/3/2025	250.00
59370	Unifirst Corporation	1/3/2025	238.94
59371	USA Blue Book	1/3/2025	741.70
59372	VALVOLINE	1/3/2025	98.97
59373	YMCA	1/3/2025	58.50
59374	AMERICAN SCALE CORPORATION	1/3/2025	4,614.25
121224	Amazon Capital Services	12/12/2024	112.97
121224	Amazon Capital Services	12/12/2024	50.99
121224	Amazon Capital Services	12/12/2024	103.97
121624	KYMEA	12/16/2024	80.40
122624	KYMEA	12/26/2024	250,927.34
12022024	KBC - Kentucky League of Cities	12/2/2024	24,970.15
12122024	TRADITIONAL BANK	12/12/2024	<u>3,239.89</u>

Total Utility Fund Claims - \$ 2,040,280.88



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: January 14, 2025

AGENDA ITEM: Contract Approvals and Ratification

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to approve and ratify the listed contracts and authorize the Mayor, City Manager, and City Clerk to execute all necessary documents.

DESCRIPTION: The contracts or agreements below are under the threshold that would require City Commission approval, or are authorized under a prior project, order, or policy. The staff is seeking approval or ratification of such agreements.

Contracts are available for inspection at the City Clerk's office upon request.

Vendor	Contractual Item	Amount
CornerStone Protection	Security Camera Upgrade and Monitoring (CIP Project 24PW01)	Installation \$10,590.00 Monitoring \$139.45/Month

REQUESTED BY:

Name: Jamie Miller, City Manager



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: January 14, 2025

AGENDA ITEM: Discussion Item: Parking Lot Use - Main St

DEPARTMENT: City Manager

RECOMMENDED MOTION: Discussion item only. Direction to be provided regarding a potential future use agreement.

DESCRIPTION: Chris Poynter has requested to come before the Commission to discuss his downtown revitalization project, Hotel Thoroughbred.

They are requesting the City dedicate half of the parking spaces in the City parking lot located on the 500 block for their hotel guests through the use of signage and parking permits.

They have proposed new parking plan layouts that would increase the number of spaces in the downtown lot by between 2-5 lots and are willing to provide compensation towards redoing the City lot.

Attached is Planning and Zoning's Engineering Firm (GRW) recommendations on the proposed parking. Therefore, the layout being presented is not finalized and may require revisions but staff is seeking feedback on the interest of the Commission to dedicate spots in this lot for the exclusive use of Hotel Thoroughbred.

REQUESTED BY:

Name: Chris Poynter thru Jamie Miller, City Manager



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: January 14, 2025

AGENDA ITEM: Request for Funding: Paris-Bourbon County YMCA

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to approve the FY'25 funding agreement with Paris-Bourbon County YMCA and authorizing the Mayor, City Manager, and City Clerk to execute documents as necessary related to the agreement.

DESCRIPTION: Each year the City and Paris-Bourbon County YMCA enters into an annual funding agreement. Per the agreement, the YMCA will need to meet duties and obligations set forth within the agreement before funds are released.

The YMCA serves the Paris community by nurturing the potential well-being of children and teens, improves health and well-being, and motivates people to support their neighbors and the larger Paris community. They also operate programs like free second grade swim lessons for the community which address a critical problem of drowning.

The YMCA has requested funding to support its operations; and the Board of Commissioners of the City of Paris are required by Kentucky Constitution sections 171 and 179, KRS 82.082 and other applicable law to make expenditures of public funds only for public purposes.

The prior fiscal year's contribution amount was \$10,000. Due to staff turnover, the YMCA did not request their funding during the normal budget setting process for the City of Paris.

In addition to the contribution, the City has historically allowed the YMCA to fill their outdoor pool once a year without being charged for the water usage through the Utility. Similar to the adjustment in the agreement with PAWS, the staff is recommending getting away from waived utility services and handling these items through funding agreements. Through this transition, the utility usage would be meters and billed. Accounting for water usage is a critical component of addressing water loss for the utility system.

The YMCA has provided some data which is attached showing some of their costs related to pool operations and swim lessons, including Utility usage totaling an estimate of \$5,139.07. Their overall estimated deficit for running the pool is projected at over \$30,000.

YMCA is requesting consideration of funding in this fiscal year.

Staff has prepared a funding agreement for Fiscal Year 2024-2025 for the Commission's consideration with a placeholder of an amount of \$5,500 related to Utilities and will work with the YMCA on the traditional budgeting process for their request in the coming year. The City Commission may elect to modify the amount proposed by staff and budget transfers would be made as necessary to cover any approved funding.

REQUESTED BY:

Name: Sabrina Gordon, YMCA through Jamie Miller, City Manager



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: January 14, 2025

AGENDA ITEM: 2025 City Commission Meeting Schedule

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Move to approve the 2025 city commission regular meeting schedule in accordance with adopted ordinance § 20.150, to include the cancelation of the July 15, 2025, and December 23, 2025, meetings, and to move November 11, 2025 meeting to a Special Meeting on Wednesday, November 12, 2025 due to observance of Veterans Day.

DESCRIPTION: In preparation of the 2025 city commission calendar below, you will find the city commission meeting schedule that is in alignment with the current adopted city ordinance § 20.150 Regular Meetings "Regular meetings of the Board of Commissioners shall be held on the second and fourth Tuesday of each month at the hour of 9:00 a.m., prevailing time at the commission chambers, Paris Municipal Center, 525 High Street." Traditionally the first meeting in July and last meeting in December is canceled as the schedule flows.

2025 Meeting schedule:

January 14, 2025

January 28, 2025

February 11, 2025

February 25, 2025

March 11, 2025

March 25, 2025

April 8, 2025

April 22, 2025

May 13, 2025

May 27, 2025

June 10, 2025

June 24, 2025

~~July 15, 2025 Cancel~~

July 22, 2025

August 12, 2025

August 26, 2025

September 9, 2025

September 23, 2025

October 14, 2025

October 28, 2025

~~November 11, 2025~~ - Recommending Wednesday, November 12, 2025

November 25, 2025

December 9, 2025

~~December 23, 2025 Cancel~~

Strategic Plan Workshop:

January 29, 2025 9:00 a.m. (316 Jim Hunt Way)

January 30, 2025 9:30 a.m. (316 Jim Hunt Way)

Joint City & County Meetings:

January 28, 2025 10:30 a.m. (Following the regular scheduled City Commission Meeting)

April 3, 2025 6:00 p.m. (Joint Agency Budget Meeting at Library)

July 22, 2025 10:30 a.m. (Following the regular scheduled City Commission Meeting)

October 23, 2024 3:00 p.m. (Bourbon County Fiscal Court)

REQUESTED BY:

Name: Stephanie Settles, City Clerk/Treasurer



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: January 14, 2025

AGENDA ITEM: Traffic Pattern Change: Locust Drive onto Bypass - Right Turn Only

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to approve the traffic pattern change for Locust Drive.

DESCRIPTION: The staff has coordinated with the Kentucky Transportation Cabinet for a traffic review of the intersection of Locust Drive and the Bypass for proposed improvements.

The State has indicated a pattern of collisions with left-turning traffic out of Locust onto the Bypass.

The State has inquired if the City would be interested in restricting left turn movement off Locust, making it a right turn only. A proposed draft of the new striping is attached.

If the Commission is supportive of the change, staff will work with the Transportation Cabinet to determine if they require any additional documentation. Signage would be placed in the area to notify drivers of the future traffic pattern change. Since this is a City Road, the estimated cost for the new striping is approximately \$3,500 and would be funded from the Public Works current budget.

REQUESTED BY:

Name: Mike Smith, Public Works Superintendent



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: January 14, 2025

AGENDA ITEM: Contract Termination: USIC - Line Locating Services

DEPARTMENT: Field Operations

RECOMMENDED MOTION: Staff has recommended to terminate the contract with USIC for line locating services

DESCRIPTION: In July of 2023 staff was evaluating options to assist with staff shortages and increased demands. One option identified was the possibility of contracting out line locating services. Completing accurate line locations is important to protect the City's infrastructure. In October 2023 the City approved a contract with USIC for the locating services of our water, sewer and storm sewer lines. The initial price per locate was \$17.00 and emergency locates were \$40.00. This is a yearly contract that automatically renews on September of each year. The contract allows for a 7% increase annually. In September 2024 the prices increased to \$18.19 per locate and \$42.80 for emergency locates.

On October of 2024 the City was informed there would be another increase in price for all USIC services effective November 30, 2024 due to changing market conditions. The new proposed rates are \$33.89 per locate and \$79.73 for emergency locates. Staff has been in discussion with representatives from USIC in regards to this major price increase. On January 5, 2025, staff was notified "if the City does not wish to move forward with the rate increase USIC will take termination actions ASAP" Per section 5.3 of the contract, Either party may terminate the contract for convenience upon a 60 day written notice. Per section 8.4 USIC may, following the first contract year, adjust the prices for locate services set for upon reasonable justification and 30 days written notice to customer.

A key factor in the City of Paris' decision to outsource locates, besides staffing issues, was that with the initial pricing would be cheaper than hiring an employee specifically for locating. With the pricing increase that will no longer be the case, as the projected cost will almost double.

It was discussed during the budget process that if we did not contract the services out, the department would have been requesting an additional staff member that year. At that time, \$40,000 was budgeted for the contracting of line locates and the anticipated cost of an additional operator is approximately \$52,000 (including benefit costs). In the 2024-2025 budget, the City has budgeted \$50,000 for line locate services.

As of to-date under the current fiscal year, the the amount billed by USIC is \$26,018.63. If the City continues with USIC we would expect to be over budget in this line. The contract with USIC does not include locates for the electric department. All electric locates are preformed by staff within the Electric Distribution Department.

Outside of a cost savings to bring locates back in house and potentially hire an employee to specifically fill that role, staff is not pleased with the service the City of Paris has been provided. The City is challenging some of the outstanding invoice amounts. There have been 2 damages caused by lack of locating on behalf of USIC. There have also been several times the City of Paris staff has been contacted by contractors to provide

locating services due to lack of marking by USIC.

If the contract with USIC is terminated, staff will temporarily process line locates with current staff until a more permanent solution can be established. Once staff has reviewed options and makes a discussion on the best interest moving forward, we will bring it back to commission for approval.

REQUESTED BY:

Name: Micheal Mynear- Field Operations Superintendent

FACILITIES LOCATING AND MARKING **SERVICE CONTRACT**

THIS CONTRACT ("Contract") is entered into as of September 21, 2023, and is by and between USIC Locating Services, LLC, an Indiana limited liability company, (**USIC**), and City of Paris, KY (**Customer**), each individually a party, and collectively, the parties.

BACKGROUND

- A. Customer owns and operates Facilities (hereinafter defined) in the geographic area described on Exhibit A to this Contract.
- B. Customer desires to have USIC provide the necessary labor and equipment to offer certain services relative to locating and marking Customer's Facilities listed in Exhibit A.

CONTRACT

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

1. **Definitions.** In addition to the terms defined above the following capitalized terms when used in this Contract shall have the following meanings:
 - 1.1 **Advanced Locate Service** means conductive, inductive, and map-based measurement locating methods which may include hand digging and/or vacuum excavation to accurately complete a Locate.
 - 1.2 **Annual Contract Value** means the aggregate of the last twelve months' Contract revenue.
 - 1.3 **Atypical Condition (AC)** means any unusual condition, exigency, or occurrence at a given worksite that requires USIC's use of extra resources (including but not limited to Telecommunication Vault or Manhole Entry, Unlocatable Facilities, Work Zone Protection aka "Temporary Traffic Control Services" or "Flaggers", labor, time, and equipment) outside of those routinely expended by USIC to accurately and safely complete a Locate.
 - 1.4 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this Contract begins and the anniversary date each year after.
 - 1.5 **Customer's Facilities** means any Facilities owned or operated by Customer.
 - 1.6 **Damage Investigation Fee** means the fee charged to Customer when chargeable pursuant to this Contract, for a damage investigation performed by USIC (to include Site photographs, measurements and/or other applicable forensic data).
 - 1.7 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
 - 1.8 **Digital Locating** means the process by which a Locate is completed using maps, records, historical Ticket records, Locate technician expertise, and other industry knowledge to positively respond to a Ticket without Visual Examination.
 - 1.9 **Emergency Normal Hours Locate** means a request for a Locate that arises from a condition that threatens life, health, or property as defined by applicable state law and are transmitted during USIC's normal, non-holiday business hours Monday through Friday (7:00 am – 5:00 pm).
 - 1.10 **Emergency After Hours Locate** means a request for a Locate that arises from a condition as defined by applicable state law and One Call Center ticket types and is transmitted on weekends, weekdays, and

holidays, as defined by applicable federal and state statute and/or One Call Center holidays, outside of the USIC's normal business hours (7:00 am – 5:00 pm).

- 1.11 **Excavator(s)** means any person or entity which engages directly in excavation.
- 1.12 **Facility(ies)** means any item used in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, Hazardous Materials or other substances including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors, either above or below ground.
- 1.13 **Gridding** means the geographic boundary area, maps, facility records, and/or other facility documentation identified by Customer and the One Call Center and provided to the applicable state One Call Center which is used to determine whether a request for Locate will generate a Ticket for Customer after receipt of an Excavator's notification of intent to excavate (i.e., receipt of a Locate Ticket).
- 1.14 **Hazardous Materials** means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.
- 1.15 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.16 **Locatable Facilities** means Customer's Facilities that can be located with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable/Untonable Facilities.
- 1.17 **Locate(s)** means the process of providing Locate Services in response to an Excavator's notice of intent to excavate, and such Locate Services provided by USIC in accordance with this Contract. As used in this Contract, Locate(s) include(s) "Project Locate", as defined hereinafter, where applicable in accordance with the definition of "Project Locate" hereunder.
- 1.18 **Locate Service(s)** means the services, of any type of ticket, to be provided by USIC under this Contract consisting of the process of verifying if Customer's Facilities are present at a location where an Excavator intends to or conducts excavation; when applicable, detection of Customer's Facilities through the use of electronic locating equipment; and, when applicable, Marking to identify the existence and location of Customer's Facilities.
- 1.19 **Locator At Fault Damage** means Damage to Customer's Facilities caused by an Excavator that occurs as a direct result of USIC not performing the Locate with Reasonable Accuracy. Locator At Fault Damage does not include alleged Damage to Customer's Facilities arising from USIC's late or untimely Locates that were performed with Reasonable Accuracy prior to the damage occurring.
- 1.20 **Locator Not At Fault Damage** means Damage to Customer's Facilities that occurs for any reason other than USIC not performing the Locate with Reasonable Accuracy.
- 1.21 **Mark(s)(ed)(ing)** means the use of stakes and flags, paint or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the American Public Works Association.
- 1.22 **One Call Center or 811** means each state's Ticket issuing system for all excavation notices.
- 1.23 **Positive Response** is an 811 notification that communicates to facility owners and operators, and Excavators the status of dig/excavation notices issued by 811.

- 1.24 **Project Locate or Long Scope Ticket(s)** is any Locate that, for any reason, requires USIC technicians to spend more than thirty (30) minutes to execute the Locate Services requested by the subject Ticket. Project Locate or Long Scope Ticket(s) time is tracked using USIC's system thresholds and may include any Ticket type (including but not limited to Tickets designated as routine, normal, and/or emergency). Any portion or increment of work above a time threshold shall be rounded up to the next whole unit.
- 1.25 **Reasonable Accuracy** means the placement of appropriate Markings within the applicable state's tolerance zone.
- 1.26 **Repair Costs** means the actual costs incurred by Customer to repair Damage to Customer's Facilities arising from Locator At Fault Damages (so long as Customer's actual costs are reasonable and customary), subject to the exclusions below. "Repair Costs" is equal to only the reasonable and customary value of the actual labor, equipment, and material costs incurred by Customer to repair the Damage to Customer's Facilities as supported by actual invoice and/or receipts for work completed by each repair contractor. This shall include reasonable and customary costs incurred by Customer's in-house labor and third-party contractor(s), where an itemized breakdown for all parties included in the repair is submitted. Repair Costs specifically excludes, except where prohibited by law: administrative charges; third party administrative ("TPA") fees; overhead charges; costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement, replacement or extension of Customer's Facilities); invoice markups (whether percentage-based, fixed-amount, or otherwise-calculated; costs arising out of collection actions, whether incurred by the Customer or collection agencies; any other costs or expenses excluded by Section 7 of this Contract or any other provision of this Contract. USIC reserves the right to dispute the reasonableness of any of Customer's actual costs; in the event of such a dispute the parties shall attempt to resolve such dispute in accordance with Section 13.
- 1.27 **Site** means the premises where Locate Services are performed, and Customer has ownership or exercises control.
- 1.28 **Telecommunications Vault or Manhole Entry**, as stated 29 CFR 1910.269(x), is defined as an "enclosed space" or as a working space, such as a manhole, vault, tunnel, or shaft, that has limited means of egress or entry, that is designed for periodic employee entry under normal conditions, and that does not contain a hazardous atmosphere, but that may contain a hazardous atmosphere under abnormal conditions. "Manhole vaults" are confined spaces where a person's entire body can enter as opposed to "handhole vaults" where a person can reach in only.
- 1.29 **Third Party Claims** means any claims for losses, fines, penalties, damages, costs, fees, or expenses made by a person or entity not a party to this Contract arising from or related to Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, or (b) damage to or loss or destruction of any property.
- 1.30 **Ticket(s)** means the document generated at and transmitted by the One Call Center to USIC containing each request for Locate. A Ticket may require more than one Locate.
- 1.31 **Unidentifiable Facilities** means Customer's Facilities that are not apparent at the Site as based on the records, facility prints, drawings, or maps provided by Customer.
- 1.32 **Unlocatable/Untonable Facilities**, means Customer's Facilities, including abandoned Facilities, whose general presence is known either from records provided by Customer or from a Visual Examination, but which cannot be Marked with Reasonable Accuracy by employing standard Locate Services, typically consisting of using one conductive hook up point on either side of the Facility being targeted for Locating.
- 1.33 **USIC Work Product** means all materials, data, works of authorship, concepts, presentation, inventions, discovery, processes, know-how, reduction of information, including without limitation, all intellectual

property rights, including trade secrets, data, copyrights, and trademarks related to USIC's Locate Services, which is conceived or reduced to practice as a result of the performance of the Locate Services.

- 1.34 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection of the dig site rather than from Customer's maps and records.
- 1.35 **Watch and Protect** means to oversee Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing appropriate Locate Services as may be dictated by the nature and scope of the excavations. Service requires preauthorization or prior agreement by the parties regarding criteria to be applied.
- 1.36 **White-Lining** means the Excavator designates the route and/or area to be excavated using white pre-marking either onsite or electronically (when available through the One Call Center), prior to or during the request for the Locate. The route of the excavation is marked with white paint, flags, stakes, lines, polygons, or a combination of these to outline the dig site prior to or during notification to the One Call Center and before the Locate technician arrives on the job.
- 1.37 **Work Zone Protection** means the activities necessary by USIC to achieve compliance with federal, state, county, and local laws for the safety of motorists and USIC workers alike. This includes but is not limited to following the rules prescribed by the Manual on Uniform Traffic Control Devices (MUTCD) and contracting services to achieve Temporary Traffic Control commonly referred to as "Flaggers."

2. Responsibilities of USIC

- 2.1 USIC shall furnish all labor, materials (except maps, prints, and records to be provided by Customer under Section 3), and equipment necessary to perform Locate Services including Locates, Project Locates or Long Scope Ticket(s), Emergency Normal Hours Locate, Watch and Protect, and Emergency After Hours Locate for Customer within the Contract service area detailed in Exhibit A. All Ticket transmittals to USIC shall come directly from each state's One Call Center for the service area detailed in Exhibit A.
- 2.2 Upon receipt of a request for a Locate, USIC will assess whether a conflict exists between the Customer's Facilities and the proposed excavation Site based on the maps, prints, and records provided by the Customer (commonly called Digital Locating). In its discretion, USIC may perform a Visual Inspection for any Locate request, but USIC is not required to do so if Customer's maps, prints, and records indicate that there is no conflict between Customer's Facilities and the excavation Site.
- 2.3 If USIC determines that Customer Facilities are present at the excavation Site, USIC will Mark Customer's Facilities at the Site, except for Unlocatable/Untonable Facilities and send Positive Response documentation that may consist of photographs, drawings, or notes. Photographs shall only be required in situations where taking photographs are permitted by law.
- 2.4 If USIC determines that Customer's Facilities are not present at the excavation Site, USIC will mark the site or note in the Ticket response that Customer's Facilities are not present or in conflict with the proposed excavation site.
- 2.5 Customer agrees that USIC will have the right to screen Tickets via maps, prints, records, and other technology which eliminates the requirement for a Visual Examination, or an in-person visit to the Site. Customer also agrees that USIC will not be liable for any damages that occur because of incomplete and/or inaccurate maps, prints, or records provided by Customer.
- 2.6 In the event USIC recognizes that there are Unlocatable/Untonable Facilities at the excavation site, Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable/Untonable Facilities are not damaged by Excavator. USIC will not be liable for any damages associated with an Unlocatable/Untonable Facility. If any Atypical Condition (AC) is found at the excavation site and USIC is aware of the Atypical Condition, USIC shall notify Customer, and USIC shall

employ Advanced Locate Services or other procedures described in Section 1.1 at direction of Customer and with additional pricing when necessary.

- 2.7 Any maps and records furnished by Customer as required by the Contract shall remain the property of Customer. USIC agrees to return or destroy all copies of such maps and records to Customer upon Customer's written request or at the termination of this Contract. This obligation of confidentiality shall survive the termination of this Contract for a period of five (5) years. All of Customer's maps and records shall be kept confidential by USIC unless 1) such maps and records were previously known to USIC free of any obligation to keep them confidential; 2) such maps and records are given to USIC by a third party not obligated to keep them confidential; 3) such maps and records become public without any act or omission of USIC; or 4) otherwise, as required by law.
- 2.8 USIC shall perform the Locate Services as an independent contractor and as such, USIC has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Locate Services. Further, USIC agrees that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto.
- 2.9 USIC shall comply with the provisions of all applicable permits and licenses relative to the Locate Services to be performed hereunder.

3. Responsibilities of Customer

- 3.1 Customer shall not suppress or screen any Tickets in the areas where USIC will provide Locate Services as defined in Exhibit A that would otherwise come to USIC from the state One Call Center. All Customer Tickets shall be transmitted directly to USIC from the state One Call Center.
- 3.2 Customer shall not change existing Gridding such that the volume of Tickets received by USIC is reduced with the applicable state One Call Center on or after the Contract effective date.
- 3.3 Customer agrees to provide USIC with updates (at least monthly, or more often as needed) to its prints, maps, and any other Facility location records in a standard GIS/ESRI format (.shp, .mdb, or .gdb) with proposed Facility layers, if available, and One Call Center Ticket information (One Call Center format for the applicable state) via e-mail or web services to USIC's Ticket management system, so as to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, and prints up-to-date and provide such mapping and records to USIC in a timely manner via a secure customer portal provided by USIC or Secure File Transfer Protocol (SFTP). Customer acknowledges that USIC does rely in part on such records, and USIC bears no liability for Customer's failure to provide accurate maps, records, and/or prints, or any damage which arises from incomplete and/or inaccurate maps, records, and/or prints.
- 3.4 Customer agrees that it will reasonably cooperate with USIC regarding receipt and resolution of Third-Party Claims, which cooperation shall include but not be limited to reasonable information sharing.
- 3.5 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit A. USIC shall bill for all Tickets received from each state's One Call Center, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Contract service area that Customer has provided to the state's One Call Center.
- 3.6 Customer agrees to provide USIC with all state-issued 811 codes ("CDC codes") and a comprehensive Customer point of contact list within twenty-four (24) hours of Contract execution.
- 3.7 Customer recognizes White-Lining as a best practice for safe excavations. Customer agrees to use its best efforts to promote proper "White-Lining" by Excavators.
- 3.8 For Locates involving subsurface electric transmission of voltages greater than 33kV: (1) Customer will provide a qualified electric worker to identify the utility locating equipment connection point(s), via

Customer's transmission engineering and system expertise; (2) Customer will make the connection(s) safely without requiring entry inside the Minimum Approach Distance for such hazards; and (3) Markings will be provided outside the Minimum Approach Distance which shall be defined in OSHA's standard for Electric Power Generation, Transmission and Distribution. The Locate may require the Customer to make multiple connections to safely reach the full scope of the Ticket. Customer will be notified via the Positive Response in the Ticket system of any Locates with an electric transmission line on the Site and once the Marking is complete.

4. Invoicing and Payment Terms

- 4.1 USIC will remit monthly invoices to Customer via an email address or uploaded to a required Customer portal specified by Customer. In the states of Maine, Nevada, New Mexico, Ohio, Oregon, South Dakota, and Washington, and/or as otherwise may arise from state or federal taxing authorities from time to time, USIC shall invoice the Customer for the following applicable taxes levied on USIC:

- 4.1.1 Sales Tax
- 4.1.2 Use Tax
- 4.1.3 Services Provider Tax
- 4.1.4 Value Added Tax
- 4.1.5 Gross Receipts Tax
- 4.1.6 Commercial Activities Tax
- 4.1.7 Business Tax
- 4.1.8 Occupation Tax
- 4.1.9 Or similarly constructed state or local taxation

Where tax exempt status exists, Customer will provide USIC with the tax-exempt certificate or like document.

- 4.2 All amounts payable under this Contract shall be paid on a net thirty (30) days basis, following the date of invoice. In the event Customer disputes any portion of an invoice received from USIC, Customer shall provide written notice to USIC no less than fifteen (15) days before the invoice is due. If USIC cannot correct the invoice prior to the due date, Customer shall pay all undisputed charges in accordance with Section 4.2. If proper and sufficient notice of a dispute is not given to USIC, Customer shall pay the entire invoice and proceed with dispute resolution in Section 13.
- 4.3 For any payment that is not timely paid pursuant to Section 4.2: (a) an initial 3% late payment fee will be assessed; and (b) interest will accrue at a rate of 1.5% per month. Should USIC have to pursue collection actions or retain counsel to pursue payment, USIC will invoice Customer for all such costs and Customer is responsible for payment.
- 4.4 If Customer fails to pay any invoice pursuant to the payment terms set out in this section, USIC may give written notice describing such breach ("Notice of Default"). If the breach set forth in the Notice of Default is not curable or if the Customer fails to pay USIC's invoices within ten (10) days following receipt of the Notice of Default, USIC shall have the right and option to immediately terminate this Contract pursuant to Section 5, in addition to all the other rights and remedies available to the non-breaching party under this Contract and at law and in equity.
- 4.5 If Customer fails to pay any Invoice according to the provisions of this Contract and (a) such failure continues for a period of ten (10) days following Customer's receipt of a Notice of Default from USIC or (b) USIC has reasonable grounds for insecurity regarding the performance by Customer of any obligation under this Contract, then USIC, by delivery of written notice to Customer, may demand Adequate Assurance by Customer. "Adequate Assurance" means, at the option of Customer, (i) advance payment in cash by Customer to USIC for Locate Services or (ii) delivery to USIC by Customer of a letter of credit in an amount equal to not less than the aggregate amounts owed from Customer to USIC hereunder for the prior two-month period. If Customer fails to provide Adequate Assurance to USIC within 72 hours of USIC's request, USIC shall have the right to, at its sole option, (i) renegotiate payment terms under the Contract; (ii) terminate this Contract upon written notice to Customer, and/or (iii) suspend or reduce all Locate Services under this Contract without prior notice to Customer, in each case, without limiting any

other rights or remedies available to USIC under this Contract or otherwise. If USIC exercises the right to terminate this Contract or suspend or reduce any Locate Services, then Customer shall not be entitled to take, or cause to be taken, any action hereunder or otherwise against USIC for such termination, suspension, or reduction.

- 4.6 In the event Customer claims to be owed money from USIC pursuant to Section 6 of this Contract or for any other reason, such disputes shall be handled independently in accordance with Section 13, and Customer shall have no right to withhold, setoff, or otherwise reduce the amounts due to USIC for Locate Services under Section 4.

5. Term, Termination, Changes and Exclusive Nature of Contract

- 5.1 This Contract shall be effective as of September 25, 2023("Effective Date") and continue for a period of one (1) year, with automatic renewal for consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to Section 5.3.
- 5.2 Customer shall use USIC as its exclusive provider of Locate Services within the service area as identified in Exhibit A.
- 5.3 Either party to this Contract may terminate this Contract for convenience upon sixty (60) days' prior written notice to the other. Upon such termination, Customer shall only be liable for payment for any tickets transmitted to USIC through the effective date of termination. If Customer fails to provide the required sixty (60) day notice under this provision, Customer will pay USIC an amount equal to 60 days average billing as calculated based on the twelve-month period immediately preceding the termination [or such shorter period if the Contract has been in effect for less than twelve (12) months], which the parties agree is a reasonable estimate of the damages to be incurred by USIC as a result of Customer's termination without notice. This provision is not intended to and shall not eliminate or reduce any other remedies to which USIC may be entitled, all of which are reserved.
- 5.4 Without prejudice to any other right or remedy USIC may have under this Contract, at law and/or in equity, USIC may terminate this Contract effective immediately upon providing written notice of such termination to Customer, in the event of the occurrence of any of the following:
- 5.4.1 insolvency of Customer;
 - 5.4.2 filing of a voluntary petition in bankruptcy by Customer;
 - 5.4.3 filing of an involuntary petition in bankruptcy against Customer;
 - 5.4.4 appointment of a receiver or trustee for Customer;
 - 5.4.5 execution by Customer of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;
 - 5.4.6 commencement of any legal proceeding against Customer that, in USIC's opinion, may interfere with USIC's ability to perform in accordance with the Contract;
 - 5.4.7 Customer consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Contract; in each case without USIC's advance written consent; or
 - 5.4.8. Failure by Customer to timely cure any breach for which Customer has received a Notice of Breach under Section 4.

6. Investigations of Damage to Customer's Facilities

- 6.1 Should Customer become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate for Customer, the Customer shall as promptly as possible, and not later than twelve (12) hours from becoming aware of the damage, notify USIC. This notification must be made by calling USIC at 1-800-778-9140 or sending an email to USICDispatch@usicllc.com and should include the street address of the damage location, damage date and size/type of facility. Both parties to this Contract reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities. Any such phone or email notification by Customer, Excavator, Third-Party Administrator, or any other party shall commence USIC's damage investigation process. Upon USIC's request, Customer will provide list of contacts by division for claims of Damage to Company's Facilities.

- 6.2 USIC will investigate all incidents of Damage to Customer's Facilities for which it has been notified and provide, a written report of its findings to Customer via the Customer portal. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes a Locator At Fault Damage or a Locator Not At Fault Damage. Customer shall have thirty (30) days after notification of USIC's completion of the investigation to contest USIC's conclusion. Unless Customer notifies USIC in writing within such time period that it disputes USIC's conclusion as to a fault determination,, USIC's conclusion with regard to that issue shall be deemed final and binding with respect to this Contract and any liability between Customer and USIC. If Customer disputes USIC's conclusion, the parties will make all reasonable efforts to mutually resolve such dispute and if they cannot, such dispute will be resolved in accordance with Section 13.
- 6.3 All potential Damage to Customer's Facilities shall be investigated, and USIC shall be entitled to collect a Damage Investigation Fee for each such investigation it performs unless: (1) it is determined by USIC's investigation that the damage was Locator At Fault Damage; or (2) the parties ultimately agree that the damage was Locator At Fault Damage. USIC shall be entitled to collect a Damage Investigation Fee from Customer regardless of how USIC receives notice of the Damage to Customer's Facilities.
- 6.4 Customer agrees that if: (1) Customer fails to timely notify USIC as required by Section 6 of any Damage to Customer's Facilities; or (2) if damage is repaired or site is covered before USIC can conduct a timely investigation with full access to damage site, then USIC shall not be liable to Customer for any Repair Costs or any other liabilities arising from that Damage to Customers' Facilities, and Customer shall indemnify USIC against Third Party Claims as applicable, in accordance with Section 7. In such situation, Customer hereby agrees that it is prohibited from asserting that any such Damage to Customer's Facilities constitutes a Locator At Fault Damage.
- 6.5 When damages are determined to be Locator At Fault Damage, Customer agrees that USIC will be invoiced for Repair Costs only with supporting documentation provided with the invoice.
- 6.6 USIC will be responsible for paying Customer's Repair Costs for any Damage to Customer's Facilities only if: (1) USIC received a request to provide Locate Services with respect to a Customer's Facilities at the location of the damage; (2) the Damage to Customer's Facilities constitutes a Locator At Fault Damage; and (3) Customer sends USIC an invoice as required herein.
- 6.7 Customer agrees to provide any supporting documentation and detail requested by USIC that relates to Damage to Customer's Facilities for which Customer submits an invoice to USIC. If Customer does not provide USIC with all requested documentation and detail within six (6) months of invoicing USIC for such damages, USIC shall have no further obligation to participate in the pre-litigation and/or pre-arbitration portions of the Dispute Resolution of Section 13. This provision does not preclude Customer from seeking remedies in arbitration or in a court of competent jurisdiction, as applicable.
- 6.8 If Customer fails to present an invoice to USIC for any Damage to Customer's Facilities within twelve (12) months of the date Customer notifies USIC of the damage pursuant to Section 6.1, Customer irrevocably waives and releases any right to seek or demand payment from USIC for such damages, whether in litigation, arbitration, mediation, or any other forum, formal or informal.
- 6.9 To the extent permitted by law and to the extent of and directly corresponding to the Locate Services and related to the accuracy or timeliness of Locate penalties, USIC shall be entitled to participate in any investigation or appeal by any administrative, regulatory, or other governing authority involving any Damage to Customer's Facilities, and Customer shall make any and all reasonable accommodations to allow USIC to do so. Should any administrative, regulatory, or other governing authority impose a penalty or fine, USIC shall reimburse the Customer to the proportion and extent of its fault for such penalties or fines upon receiving an invoice from the Customer.

7. Limitation of Liability and Indemnification

- 7.1 **REPAIR COSTS PAYABLE BY USIC SHALL NOT EXCEED \$3,500 FOR ANY SINGLE INCIDENT OR OCCURRENCE OF DAMAGE TO CUSTOMER'S FACILITIES, REGARDLESS OF THE ALLEGED CAUSE OF THE DAMAGE, REGARDLESS OF THE NUMBER OF FACILITIES DAMAGED IN THE INCIDENT, AND REGARDLESS OF THE ALLEGED SCOPE OR AMOUNT OF THE DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS PROVISION IS NOT INTENDED TO EXPAND OR OTHERWISE IMPOSE LIABILITY ON USIC BUT, RATHER, IS INTENDED TO BE AN ABSOLUTE LIMIT ON USIC'S LIABILITY TO CUSTOMER FOR ANY INCIDENT INVOLVING DAMAGE TO CUSTOMER'S FACILITIES, REGARDLESS OF CAUSE.**
- 7.2 **USIC'S TOTAL LIABILITY TO CUSTOMER UNDER THIS CONTRACT SHALL NOT EXCEED ONE TIMES THE ANNUAL CONTRACT VALUE DETERMINED BY THE TRAILING TWELVE-MONTH PERIOD.**
- 7.3 If Damage to Customer's Facilities is not Locator At Fault Damage or if Customer's Facilities are Unidentifiable Facilities or Unlocatable/Untonable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. If USIC provides such support at the request of Customer or any representative of Customer (including but not limited to informal requests for assistance and formal litigation requests including document and testimony subpoenas from Customer's attorneys or third party claims administrators): (1) such support shall be provided by USIC at no additional cost if Customer has already paid a Damage Investigation Fee related to the incident; (2) Customer shall be invoiced for and agrees to pay a Damage Investigation Fee if one has not already been paid relating to the incident.
- 7.4 Customer agrees not to add USIC as a defendant or otherwise as a party to any litigation or arbitration Customer is pursuing against an Excavator or any other third party for any Damage to Customer's Facilities that was not, prior to initiation of such proceeding, determined to be a Locator At Fault Damage in accordance with this Contract. If Customer violates this provision and adds USIC in any such proceeding, Customer agrees that this provision gives USIC the right to seek immediate dismissal from such proceeding and indemnification for any fees and expenses associated with seeking such dismissal.
- 7.5 To the fullest extent allowed under applicable law, USIC shall not be liable for loss of profit or revenues, loss of use of equipment or systems, Interruption of Service, cost of replacement power, cost of capital, downtime costs, increased operating costs, administrative costs including TPA fees, and any special, consequential, incidental, indirect or punitive damages.
- 7.6 Each Customer and USIC (as an "Indemnifying Party") shall defend and indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, only to the extent caused by the fault of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint negligence, concurrent negligence, or otherwise by the fault of both Customer and USIC, the loss or expense shall be borne by each party in proportion to its degree of fault. The Indemnifying Party may retain counsel of its choosing, at its own expense. The Indemnified Party may retain separate or additional counsel as well, but the cost of such counsel shall be borne by the Indemnified Party. USIC has no obligation to defend or indemnify Customer for Third Party Claims resulting from Damages that are not caused by USIC's negligence fault nor shall USIC be required to defend or indemnify Customer for damages or Third Party Claims relating to Unidentifiable Facilities, Unlocatable/Untonable Facilities or Third Party Claims that arise from the sole or partial fault, negligence, or willful misconduct of Customer, its agents or employees. Any party seeking defense and/or indemnity under this Section must provide notice to the other party as promptly as possible upon becoming aware of the incident for which defense and/or indemnity is being sought; failure to provide prompt notice waives the party's right to be an Indemnified Party under this Contract.

8. Price Revisions

- 8.1 At the beginning of each year subsequent to the Effective Date, the charges for Locate Services set forth on Exhibit A shall be increased annually by 7%.

8.2 Fuel Surcharge

- 8.2.1 USIC will assess and invoice a monthly fuel surcharge per the schedule below, measured each calendar month. The Average Fuel Price per Gallon will be based on "U.S. Regular All Formulations Retail Gasoline Prices" (Monthly View) at <https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM EPMR PTE NUS DPG&f=M>. The corresponding surcharge amount will be multiplied by the quantity of billed Tickets ("Initial Charges" only, defined hereinafter) in the month. For example, if the average fuel price per gallon for a given month warranted a fuel surcharge, USIC would invoice the respective fuel surcharge against billable Tickets for that same month (1,000 Billable Tickets X \$0.30 Fuel Surcharge = \$300 total).

Average Fuel Price per Gallon	Fuel Surcharge per Billed Ticket (Initial Charges)
< \$3.50	No Surcharge
\$3.50 - \$3.999	\$0.15
\$4.00 - \$4.499	\$0.30
\$4.50 - \$4.999	\$0.45
\$5.00 - \$5.499	\$0.60
\$5.50 - \$5.999	\$0.75
For each additional \$0.50 tier	Add \$0.15 from previous tier's surcharge amount

- 8.2.2 "Initial Charges" include but are not limited to Per Ticket, Emergency Normal Hours, Emergency After Hours, etc. Fuel surcharges will not be applied to incremental billed units that result from extended time spent on a Ticket.
- 8.2.3 If surcharges are assessed, USIC reserves the right to include the fuel surcharges on Customer's standard invoice or on a separate invoice in a period following the close of the month.
- 8.2.4 Standard payment terms apply to stand-alone fuel surcharge invoices.

8.3 Labor Escalation

- 8.3.1 USIC will assess supplemental annual price increases related to the cost of labor per the U.S. Bureau of Labor Statistics Employment Cost Index: Total Compensation for Private Industry Workers in Service Occupations. If the most recent year over year percent change in the cost of labor reaches 1.000%, then USIC will assess a price increase per the table below.

Change from Prior Year (%)	Additional Price Increase
<1.000%	No Additional Price Increase
1.000% - 1.249%	0.15%
1.250% - 1.499%	0.30%
1.500% - 1.749%	0.45%
1.750% - 1.999%	0.60%
2.000% - 2.249%	0.75%
2.250% - 2.499%	0.90%
For each additional 0.25% tier	Add 0.15% from previous tier's increase

- 8.3.2 USIC will use the most recent yearly data available for each yearly assessment, which happens every year after the contract effective date.
- 8.3.3 To calculate the annual percent change in labor:
- Go to <https://fred.stlouisfed.org/series/CIU2010000300000I>
 - Click Edit Graph
 - Change Units to "Percent Change"
 - Close sidebar
 - Hover over the applicable year on the chart or export the data by clicking download
 - For example, the cost of labor in 2022 increased by 1.727% over 2021, which would result in a supplemental price increase of 0.45%.
- 8.3.4 On the anniversary of the contract effective date, the supplemental labor price increase (if applicable) will be combined with the standard annual price increase outlined in this contract.

8.4 Notwithstanding Section 8.1, USIC may, following the first Contract Year, adjust the prices for Locate Services set forth on Exhibit A upon reasonable justification and thirty (30) days' written notice to Customer. Unless Customer contests, in writing within the thirty (30) day notice period, the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 13.1.

8.5 Additionally, USIC shall notify Customer if USIC becomes aware of any regulatory, judicial, or 811 process-related changes that affects the amount of time it takes USIC to provide Locate Services in response to Ticket(s), including but not limited to adjustment of the Ticket parameters or make-up. Subsequent to notification, USIC shall make an equitable adjustment to the prices for Locate Services set forth on Exhibit A upon reasonable justification and thirty (30) days' written notice to Customer. Unless Customer contests, in writing within the thirty (30) day notice period, the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 13.1.

9. Environmental Health and Safety Matters

- 9.1 Customer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.
- 9.2 Customer shall timely advise USIC, in writing, of all applicable Site-specific health, safety, security, and environmental requirements and procedures, which shall include any instructions to USIC's personnel regarding Customer's safety practices. Without limiting Customer's obligations pursuant to Article 3 USIC may, from time-to-time, review and inspect applicable health, safety, security and environmental documentation, requirements and/or procedures at the Site.
- 9.3 Customer shall procure upon USIC's request regarding any high speed and/or high-density roadways which will require underground Locate Services to be performed, Work Zone Protection and/or Lane Closures as defined in the Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration. These notifications shall result in specific joint Customer and USIC plans to achieve work zone protection. These situations may result in the Customer or USIC subcontracting such services in a timely manner such that USIC's workforce will be able to accomplish all other Statement of Work requirements for those notification Tickets, with no penalties for late completion. If USIC procures traffic control services, any such traffic services shall be billed as direct costs to the Customer.
- 9.4 Telecommunications Vault or Manhole Entry shall only be utilized for cable, fiber, and telecommunications Locating Services. USIC personnel are authorized to enter telecommunications manhole vaults only when a second person is onsite, but not inside the manhole vault, in a supporting safety role. No other type of Manhole Entry for any other utility shall be performed by USIC.

- 9.5 If, in USIC's reasonable opinion, the health, safety, or security of personnel at a Site may be imperiled by security risks, terrorist threats/acts, potential exposure to Hazardous Materials, or unsafe working conditions; USIC may: (1) evacuate some or all of its personnel from Site; (2) suspend performance of all or any part of the Contract; (3) remotely perform or supervise work; and/or (4) take any other action necessary to protect such personnel. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.
- 9.6 Operation of Customer's equipment is the responsibility of Customer. Customer shall not require or permit USIC's personnel to operate Customer's equipment at Site.
- 9.7 Customer will make its Site medical facilities and resources available to USIC personnel who need medical attention.
- 9.8 USIC has no responsibility or liability for the pre-existing condition of Customer's equipment or the Site. Prior to USIC starting any work at Site, Customer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Customer's equipment or the Site that USIC may encounter while performing under this Contract. Customer shall disclose to USIC industrial hygiene and environmental monitoring data regarding conditions that may affect USIC's work or personnel at the Site. Customer shall keep USIC informed of changes in any such conditions.
- 9.9 USIC shall notify Customer if USIC becomes aware of: (i) conditions at the Site differing materially from those disclosed by Customer, (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in USIC's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made by USIC, with thirty (30) days' written notification to Customer of such adjustment.
- 9.10 Information Transfer: As referenced in OSHA 1910.269(a)(3) and (a)(4), before work begins, the appropriate Customer's Representative shall provide USIC access to the following information:
- 9.10.1 Existing characteristics and conditions of the Customer's installations that are related to the safety of the work to be performed;
 - 9.10.2 Information about the design and operation of the Customer's installations that USIC needs;
 - 9.10.3 Arc flash studies;
 - 9.10.4 Ground fault studies;
 - 9.10.5 Hand hole, manhole, and utility vault details; and
 - 9.10.6 Danger poles tagging
- 9.11 As referenced in OSHA 1910.269(a)(3), USIC shall ensure that each of its employees is instructed in hazardous conditions relevant to the work, and USIC shall advise the Customer of any hazardous conditions found before and during the work.
- 9.12 If USIC encounters Hazardous Materials in Customer's equipment or at the Site that require special handling or disposal, USIC is not obligated to continue work affected by the hazardous conditions. In such an event, Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that USIC's work under the Contract may safely proceed, and USIC shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in USIC's cost of, or time required for, performance of any part of the work. Customer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of USIC's work at the Site.
- 9.13 Customer shall indemnify USIC for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Customer's equipment or the Site prior to the commencement of USIC's work, (ii) improperly handled or disposed of by Customer or Customer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than USIC.

10. Employment

- 10.1 USIC is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and do not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, pregnancy, childbirth and related medical conditions, genetic information, military service, citizenship, veteran status, or any other basis protected by applicable federal, state or local law.

11. Insurance

- 11.1 USIC provides the following insurance coverage:

INSURANCE COVERAGE		LIMITS
Workers Compensation		Statutory Limit
Employers' Liability		
	Each Accident	\$1,000,000
	Disease, Policy Limit	\$1,000,000
	Disease, Each Employee	\$1,000,000
Comprehensive General Liability		
	Each Occurrence	\$2,000,000
	(bodily injury, advertising injury, personal injury and advertising injury)	
	General Aggregate	\$8,000,000
	Products Completed Operations Aggregate	\$8,000,000
	Medical Limits	Not Covered
	Damages to Premises Rented to You Limit	\$1,000,000
Automobile Liability CSL		\$5,000,000
Cyber		\$5,000,000

12. USIC Work Product

- 12.1 Notwithstanding any other clause of this Contract, Customer shall have no rights or interests in USIC Work Product. All right, title and interest in and to USIC Work Product shall be and shall remain the sole property of USIC or [its third-party vendors or subcontractors]

13. Dispute Resolution

- 13.1 The parties agree that any dispute, controversy, or claim arising out of or related to this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Section 13.
- 13.2 Prior to initiating litigation or arbitration of a dispute under this Contract, the party will first informally attempt to resolve the dispute with the other party by seeking a meeting with the appropriate higher management representative(s) of the other party via written notice. Such meeting shall be held within twenty (20) business days after the giving of notice. All negotiations and resolutions pursuant to this Section 13.1 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. If the dispute is not resolved within thirty (30) business days after such meeting is requested, or such later date as may be mutually agreed, either party may pursue formal resolution as set forth below.
- 13.3 If a dispute has not been resolved by negotiation pursuant to Section 13.2 or if the Parties failed to meet for the first time within twenty (20) days of a party requesting a negotiation meeting pursuant to Section 13.2, then either Party may initiate: (1) arbitration or litigation for disputes of \$250,000 or less, including costs; or (2) litigation for disputes over \$250,000. Any matter initiated in arbitration: (1) shall be filed with the American Arbitration Association (AAA); and (2) shall be heard by a panel of three arbitrators,

notwithstanding any AAA rules to the contrary. Either Party shall have the right, in its discretion, to include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in any litigation.

14. Non-Solicitation

- 14.1 Customer agrees that during the term of this Contract and for a period of twelve (12) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been employed by USIC within the last six (6) months. The only exception to this provision shall be a publicly posted position by Customer, to which a USIC employee responds seeking employment without first having been solicited by Customer.

15. Force Majeure

- 15.1 Neither party shall be deemed to be in default of this Contract to the extent that any failure, delay, or substantial hindrance to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as:
- 15.1.1 strikes, lock-outs or other industrial disputes at a national level or by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works;
 - 15.1.2 embargoes, riot, war, hostilities, acts of terrorism, civil war, rebellion, requisition or compulsory acquisition by any governmental or competent authority;
 - 15.1.3 pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - 15.1.4 acts of God, earthquakes, flood, storm, hurricane, fire, sinkholes, unusually severe weather conditions or strikes or other physical natural disaster;
 - 15.1.5 pandemics, epidemics and quarantine or governmental action related to such;
 - 15.1.6 compliance with any law or governmental order, rule, regulation or direction;
 - 15.1.7 theft, burglary or malicious acts of third parties; and
 - 15.1.8 any other events including emergencies and non-emergencies that meet the above-stated standards or force majeure as defined by applicable state law.
- 15.2 If USIC claims that it is prevented, delayed, or substantially hindered from performing its obligations delayed by such a cause, it shall promptly notify Customer, and Customer shall be entitled to obtain replacement Locate Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.

16. Contract Choice of Law, Modification, and Assignment

- 16.1 With respect to any dispute regarding liability for or the scope of Repair Costs associated with a Damage to Customer's Facilities, both parties agree to utilize the laws and venue of the state where the Locate Services are performed.
- 16.2 With respect to any dispute regarding the interpretation or enforceability of this Agreement or any provision(s) of this Agreement, the parties agree that: (1) ~~Indiana~~ Kentucky law shall apply, regardless of any state's law on choice of law; and (2) such disputes shall be litigated exclusively in state court in ~~Marion-Bourbon County, Indiana~~ Kentucky or, if jurisdiction permits, in the United States District Court for the ~~Southern-Eastern District of Indiana~~ Kentucky, and the parties waive any objection to litigating in such venues.
- 16.3 This Contract may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Contract" shall include any such future amendments or modifications.
- 16.4 Customer may not assign, delegate, or otherwise transfer its rights or obligations under this Contract, voluntarily or involuntarily, whether by merger, consolidation, dissolution, affiliation, operation of law, or any other manner, without at least sixty (60) days' advance notice and the prior written consent of USIC.

17. Contract Entirety

- 17.1 This Contract shall constitute the entire contract between the parties with respect to the subject matter of this Contract. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Contract, and acknowledge receipt of a signed, true exact copy of this Contract.

18. Severability Clause

- 18.1 The parties expressly agree that if any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

19. Acknowledgement of Understanding

- 19.1 Customer and USIC each hereby certify and represent that they have carefully read and fully understand all of the provisions and effects of this Contract, and that they each have consulted or had the opportunity to consult with an attorney with respect to all aspects of this Contract and the meaning and effect hereof. Customer and USIC each acknowledge that they are entering into this Contract knowingly and voluntarily, and that the other party has not made any representations concerning the terms and effects of this Contract other than those contained herein.

- 19.2 In any construction of the Contract, the provisions shall be considered joint work product and shall not be construed for, or against, any party, but shall be construed according to their plain meaning without any presumptions against a drafter in the event of any ambiguity. Each party represents and warrants that it has such knowledge, sophistication, and experience in business and financial matters as to be capable of evaluating the merits and risks of, and protecting such party's own interests in connection with, the transactions contemplated by this Contract.

20. Counterparts

- 20.1 This Contract may be executed in several counterparts, each of which shall be an original and facsimile/pdf as against any party that signed it, and all of which shall constitute one and the same document. Further, a facsimile and/or pdf shall be an original as and against any party that signed it.

21. Contract Notification

- 21.1 Any notice, consent or other communication given under this Contract shall be in writing (unless otherwise specified in this Contract as permitting oral or verbal communication) and delivered to the below authorized representative of each party, specifying the subject matter and any other persons at USIC or Customer who should be notified of the notice, consent, or other communication. Notice shall be effective on the date when sent via email or, if delivered via certified mail, such notice shall be effective five (5) days after the date of mailing thereof.

21.1.1 USIC authorized representative:
USIC Locating Services, LLC
Attn: Contracts
9045 River Road, Suite 200
Indianapolis, IN 46240
contracts@usicllc.com

21.1.2 Customer authorized representative:
Attn: City Manager
525 High Street
Paris, KY 40361
[INSERT NAME AND CONTACT INFORMATION]
MAILING ADDRESS
EMAIL ADDRESS

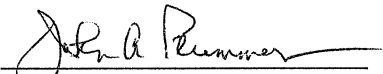
|

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

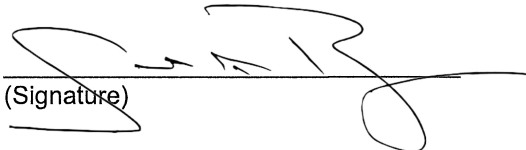
City of Paris, KY

USIC Locating Services, LLC

By: 
(Signature)

Joan A Plummer
(Please print)

Title: MAYOR

By: 
(Signature)

Trent Bowers
(Please print)

Title: Chief Commercial Officer

Date 9/21/2023

Exhibit A

USIC Locating Services, LLC shall provide Services: Sanitary Sewer, Storm Sewer, Water

In the State of Kentucky.

Member Codes (state One Call CDC or Customer Description Codes): 0617

USIC Locating Services, LLC Pricing:

- | | |
|-------------------------------------|--------------------|
| • Per One Call Ticket | \$17.00 |
| • Project | \$15.00 Per ¼ Hour |
| • Business Hour Emergency Ticket | \$40.00 Flat Fee |
| • After Hour Emergency Ticket | \$40.00 Flat Fee |
| • Non-At Fault Damage Investigation | \$275.00 |



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: January 14, 2025

AGENDA ITEM: Ratification of Purchase: Up-fit for Vehicles

DEPARTMENT: Police

RECOMMENDED MOTION: Move to ratify the purchase and approve payment of L&W Emergency Equipment (L&W) invoice with additional costs associated with up-fit of two (2) police vehicles purchased in August 2024.

DESCRIPTION: In the prior fiscal year, the budget approved the purchase of seven police vehicles. Only six vehicles were purchased due to one vehicle being damaged while still under the ownership of the dealership. In addition, we had a vehicle totaled throughout the year that required replacement.

At the March 26, 2024 Commission Meeting the Commission approved the following motion: "Move to reject all bids related to the purchase of police vehicles and authorize direct negotiations for the purchase and upfit of two police vehicles with Bachman Commercial...". These two vehicles were purchased with a rate of \$41,250 per vehicle.

The up-fit cost at the time of approval was estimated to be up to approximately \$22,500 per vehicle. However, that estimate did not include the cost of a computer and related equipment totaling \$4,250 per vehicle. This purchase could have been, and had historically had been, made separately. However staff recommends replacing them together. This brought the actual upfit cost up to \$26,494.92 per vehicle.

Staff is bring this back to Commission for transparency and approval to process the payment as the total cost increase over the estimates when approved is approximately \$4,250 per vehicle, or \$8,500.

Staff is recommending ratifying and paying the additional costs.

REQUESTED BY:

Name: Myron Thomas, Police Chief



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: January 14, 2025

AGENDA ITEM: Discussion Item: Mission and Vision Statement

DEPARTMENT: City Manager

RECOMMENDED MOTION: No motion required. Discussion item only.

DESCRIPTION: City Commission will be participating in a Strategic Planning Session on January 29 and 30, 2025.

As part of that session, there is a goal to define a Vision and a Mission Statement for the City. Staff will briefly discuss vision and mission statement at this meeting. Staff is soliciting input from staff and the City Commission due by January 24, 2025.

Based on this input, a draft vision and mission statement will be presented at the workshop. Attached you will find examples of Vision and Mission statements, as well as the City leadership core values.

REQUESTED BY:

Name: Jamie Miller, City Manager



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: January 14, 2025

AGENDA ITEM: November Financials: General and Utility Fund

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve November financial reports as presented reflecting General Fund revenues of \$5,743,373 with expenses of \$6,122,082 and Utility Fund revenues of \$9,088,839 with expenses of \$8,075,927.

DESCRIPTION: General Fund financial reports as presented reflect revenues of \$5,743,373 (46% of budgeted revenues) with expenses of \$6,122,082 (49.6% of budgeted expenses). Expenses exceeded revenues by \$378,709. Current expenditures include the \$1,251,125 purchase for the new fire truck. In January 2025, the budget will be amended to reflect this purchase via financing, allowing revenues and expenses to equalize.

Utility Fund financial reports as presented reflect revenues of \$9,088,839 (32.6% of budgeted revenues). Expenses total \$8,075,927 (29.3% of budgeted expenses). Revenues exceed expenses by \$1,012,912. September is the first month implementing updated utility rates.

General fund operating cash at the end of November totaled \$7,561,413. Utility fund operating cash at the end of November totaled \$855,261.

Currently, the City has \$3,000,000 (general fund) and \$500,000 (utility fund) invested in CD's. The current value of the CD's, including accrued interest, totals \$3,064,611 (general fund) and \$518,199 (utility fund), respectively. Effective interest rates are still averaging 4.50%. Both funds cash and cash equivalent balances are in better positions than at the same time as in the prior year.

REQUESTED BY:

Name: Brad Oberlander, Finance Director