



**PARIS CITY COMMISSION
REGULAR MEETING AGENDA**

525 High Street Paris, KY 40361
Commission Chambers – Room 121
Tuesday, February 25, 2025 - 9:00 AM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVE MINUTES

- A. Regular Meeting - February 11, 2025

5. SPECIAL PRESENTATIONS

- A. Employee Appreciation Day (March 7)
- B. Budget Request: Paris Independent - School Resource Officer
- C. Economic Incentive Request: AccuTran Industries, Inc.

6. ORDINANCES

- A. Second Reading: Ordinance 2025-6; Application of a Neighborhood Revitalization Design Character Overlay

7. CONSENT AGENDA

- A. Municipal Order 2025-11; Appointment: Mayor Pro Tem
- B. Municipal Order 2025-12; Personnel Order: New Hire - Water Treatment
- C. Municipal Order 2025-17; Appointment: Ethics Board
- D. Municipal Order 2025-10; Renewal of Agreement: CivicPlus, LLC
- E. Municipal Order 2025-14; Renewal of Agreement: New Cingular Wireless
- F. Municipal Order 2025-15; Approving Amnesty and Payment Arrangement for Occupational Tax
- G. Resolution 2025-2; Opposing Centralized Collection of Local Occupational Fees and Taxes
- H. Resolution 2025-3; Emergency Purchase Ratification
- I. Community Partner Agreement: Secretariat Park Foundation

- J. Street Closure Request: Artwalk - April 25, 2025
- K. Payment of Invoices: General and Utility Fund
- L. Contract Approvals and Ratification

8. REGULAR AGENDA

- A. Municipal Order 2025-13; Establishment of Sidewalk Cost-Sharing Program
- B. Municipal Order 2025-16; Memorandum of Understanding: U.S. Secret Service - Task Force Assignment
- C. Contract Termination: Arista - Bill Payment software
- D. Brownfield Projects Update
- E. January Financials: General and Utility Fund

9. REPORTS

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

10. ADJOURNMENT



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 2025

AGENDA ITEM: Regular Meeting - February 11, 2025

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Move to approve February 11, 2025 regular meeting minutes as presented.

DESCRIPTION: Regular meeting minutes of February 11, 2025.

REQUESTED BY:

Name: Stephanie Settles, City Clerk

Paris City Commission
525 High Street Paris, KY 40361
Commission Chambers – Room 121
Meeting Minutes
February 11, 2025

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 February 11, 2025.

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; Sharon Fields; Commissioner, Stan Galbraith

Absent: Commissioner, Tim Gray; Commissioner

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 Fields, the motion unanimously carried approving January 28, 2025, regular meeting minutes as presented.

Motion by Fields, seconded by Plummer, the motion unanimously carried approving January 28, 2025, Joint City and County meeting minutes as presented.

ORDINANCES

Motion: Move to approve Ordinance 2025-3 Fiscal Year 2024-2025 Budget Amendment as presented.

By: Brooks

Seconded: Plummer

Yes: Plummer, Brooks, Fields, and Galbraith

No: None

Abstain: None

Motion: Second Reading of Ordinance 20254- Amendment to Wastewater surcharge rates.

By: Plummer

Seconded: Fields

Yes: Plummer, Brooks, Fields, and Galbraith

No: None

Abstain: None

Motion: Move to approve Ordinance 2025-5 Amendment to the compensation scale.

By: Fields

Seconded: Brooks

Yes: Plummer, Brooks, Fields, and Galbraith

No: None

Abstain: None

First reading of ordinance 20256- related to the Application of a Neighborhood Revitalization Design Character Overlay for Paris Westside was read by Bryan Beaman.

CONSENT AGENDA

Motion by Galbraith, seconded by Brooks, the motion unanimously carried approving Municipal Order 2025-5 for Change Order # 2 to W. Principles and authorize the Mayor, City Manager, and City Clerk to execute all necessary documents for a total increase in the contracted amount of \$15,135.15.

Motion by Galbraith, seconded by Brooks, the motion unanimously carried approving Municipal Order 2025-6 and authorize the Mayor, City Manager, and City Clerk to execute Amendment No. 1 to Paymentus Master Service Agreement.

Motion by Galbraith, seconded by Brooks, the motion unanimously carried approving Municipal Order 2025-7 for the transfer of full-time employee Dakota Ginter from E911 to Public Works at the pay grade of O2-3.

Motion by Galbraith, seconded by Brooks, the motion unanimously carried approving Municipal Order 2025-8 for the full time hire of Jarred Lasorsa to the position of Field Operations trainee, pay scale O2-1.

Motion by Galbraith, seconded by Brooks, the motion unanimously carried approving Municipal Order 2025-9 for the full time hire of Caitlyn Barrett to the position of E911 Dispatcher without Certification, pay scale P3-1.

Motion by Galbraith, seconded by Brooks, the motion unanimously carried approving the surplus of substation transformer GE 2500KVA, ID # B-983984, and authorize the Mayor, City Clerk, and City Manager to execute any necessary documents.

Motion by Galbraith, seconded by Brooks, the motion unanimously carried approving to ratify the listed contracts and authorize the Mayor, City Manager, and City Clerk to execute all necessary documents.
Kentucky Division of Waste Management - Documents for the Kentucky Pollution Discharges Elimination System (KPDES) and Permit for the Solid Waste and Recycling Depot.

Motion by Galbraith, seconded by Brooks, the motion unanimously carried approving the payment of invoices for General Fund in the amount of \$109,174.40 and Utility Fund in the amount of \$461,363.10.

REGULAR AGENDA

Motion by Galbraith, seconded by Brooks, the motion unanimously carried approving the utility right-of-way easement for parcel 025-00-00-014.00 of 0.456 acres at \$ 6,840.00, granting Kentucky Utilities the right to access and use the designated area for the purpose of installing, operating, and maintaining electric infrastructure. This easement is subject to the terms and conditions outlined in the agreement and is in the best interest of public service continuity and infrastructure development.

REPORTS

Betty Ann Allen, Tourism
-Final ARPA paperwork has been submitted to the State.
-Artwalk is April 25, 2025, from 6:00 p.m. to 9:00 p.m.
-Merchants Group is meeting on February 18th at 4:00 p.m. At the All About Kentucky store.

Michelle Thornsburg, Planning and Zoning
-January report and permits issued: 3 Building Permits, 3 Electrical Permits, 11 Building Inspections, 3 Code enforcement violations.
-Now accepting applications for a Building Inspector

Kevin Mayhorn, Assistant City Manager
-Water Distribution project is completed, the Water Treatment project is getting started, Millersburg Sewer line project is in process of obtaining easements, and Divine Spirits is working on Fire and Utility Services, and current focus is on the restoration of the Quonset Huts.

Jamie Miller, City Manager
-Ordinance 2025-2 will not receive a second reading, as the approval of the dates in the previously approved ordinance was correct.
-The EPA grant received in Lexington for the climate action plan has contacted Paris, requesting the assignment of a Community Ambassador to attend meetings, share project details with citizens.

John Plummer, Mayor
-Inquired about the status of the 19th Street property. Jamie Miller stated that one bid was received and the City is currently finalizing the paperwork.

Sharon Fields, Commissioner
-Inquired whether Garrard Park sustained any damage due to the recent water levels. Staff responded that no damage had been reported.
-It was reported that on Saturday, the Westside hosted a presentation and viewing of a documentary on the Transfer Station, with approximately 64 attendees. The committee is working to publish the documentary on YouTube.

ADJOURNMENT

Motion by Brooks, seconded by Galbraith, the motion unanimously carried approving adjournment at 9:31 a.m.

Attest:

Mayor, John A. Plummer

City Clerk, Stephanie Settles



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 2025

AGENDA ITEM: Employee Appreciation Day (March 7)

DEPARTMENT: City Manager

RECOMMENDED MOTION: No action required.

DESCRIPTION: March 7, 2025, is Employee Appreciation Day.

We acknowledge that the employees of the City of Paris work diligently to provide essential services that enhance the quality of life for all residents.

They demonstrate commitment, professionalism, and excellence in their roles. They maintain public safety, promote community well-being, and enhance the quality of life of every citizen, business owner, and visitor to our region.

Employee Appreciation Day is nationally recognized as an opportunity to recognize and express gratitude for the hard work of employees.

We desire to take an opportunity to formally recognize and celebrate the tireless efforts of our public servants. We encourage all of Paris to join us in thanking city employees for their valuable contributions.

REQUESTED BY:

Name: Jamie Miller, City Manager



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 2025

AGENDA ITEM: Budget Request: Paris Independent - School Resource Officer

DEPARTMENT: City Manager

RECOMMENDED MOTION: No motion required. Presentation only for a request to be considered in the budget process.

DESCRIPTION: The City Manager and the Police Department has met with the Paris Independent Superintendent and the Paris Elementary School Site Based Decision Making Council to discuss their need for a School Resource Officer assigned to the Elementary School location.

Since 2022, the City has contracted with the School Board to provide an Officer at the Middle/High School campus. The current contract amount paid by the school board is \$72,000 with an escalation in the 2025-2026 fiscal year to \$85,000 and in 2026-2027 to \$100,000. Attached are the cost estimates to provide a full-time SRO officer. The low end of the forecast is based on the salary level of a new officer and the high end is an estimate of salary cost based on the currently assigned officer.

The School Board would like to request a contract for a second SRO. However, the school is asking the City to consider through its budget process increasing the amount the City funds towards this position, reducing the school-funded portion. Staff will continue to work with the Superintendent to identify alternative options, but they are requesting an opportunity to make a presentation to the City Commission for their request.

REQUESTED BY:

Name: Jamie Miller, City Manager



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 2025

AGENDA ITEM: Economic Incentive Request: AccuTran Industries, Inc.

DEPARTMENT: City Manager

RECOMMENDED MOTION: No motion required. Discussion item. Commission to provide direction.

DESCRIPTION: AccuTran is requesting time to present to discuss a potential future Economic Incentive Package Request. Attached are the materials provided.

This request is designed to assist and recognize AccuTran's work to become ISO 9001-2015 accredited. Gaining this accreditation will allow them to expand their services and items they can work on, increasing the workforce wages. AccuTran provides employment opportunities for individuals in the community who may not have opportunities at other organizations.

This request is not eligible for traditional incentive packages sought through the Cabinet at the State level. Traditionally, economic incentives are granted based on performance standards that show the growth or expansion.

Staff is seeking feedback from the City Commission on the request. If favorable, staff will work with the City Attorney to identify if there is an appropriate process to move forward.

REQUESTED BY:

Name: Ned Sheehy, Executive Director thru Jamie Miller, City Manager



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 2025

AGENDA ITEM: Second Reading: Ordinance 2025-6; Application of a Neighborhood Revitalization Design Character Overlay

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to approve Ordinance 2025-6; Approving an ordinance creating a neighborhood revitalization design character overlay for Paris Westside.

DESCRIPTION: Ordinance 2024-36 was passed in January 2025, which approved a Text Amendment to add Neighborhood Revitalization Design Character Overlay Zones to our code. The creation of this overlay zone designation creates an opportunity for the City to designate additional regulatory requirements for specific areas to help conserve or promote certain visual characteristics. These overlays are intended to improve the quality of the City's environment through identification, conservation, and maintenance. The protection of these areas promote public welfare by making the city a more attractive and desirable place to live and work.

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

Attached is an Ordinance establishing the Paris Westside Overlay. A Design Manual which will assist with the implementation of this overlay is also attached.

Some of the major items addressed in the design manual include the minimum wall openings, guidance for porches and entry areas, and guidance on materials. Current non-conforming structures will not be required to make immediate changes. However, if a structure undergoes major and significant rehabilitation, the structure must meet these additional standards and guidelines. With additional standards and guidelines, there is a possibility of additional variance requests.

The Planning Commission recommends approval of this item unanimously. This was heard at the December 19, 2024, Planning Commission meeting. Attached is information considered in the record by the Planning and Zoning Board.

Some additional supporting material was provided for the First Reading and can be found in the December 11, 2025 agenda packet. This material has not been duplicated in this packet.

REQUESTED BY:

Name: Michelle Thornsburg, Planning Administrator

**CITY OF PARIS
ORDINANCE 2025-6**

AN ORDINANCE CREATING A NEIGHBORHOOD REVITALIZATION DESIGN CHARACTER OVERLAY (NR) FOR 207 +/- GROSS ACRES, TO PRESERVE EXISTING NEIGHBORHOOD CHARACTER FOR PROPERTIES LOCATED AT 619-623 ATLAS STREET; 788-795 CONNELLY'S ALLEY; 211-316 CURTIS AVENUE; 711-1200 CYPRESS STREET; 211-316 FIELDS AVENUE; 430-625 GANO STREET; 507-610 GOREY AVENUE; 303-543 HANSON STREET; 714-751 HENDERSON STREET; 502-694 HIGGINS AVENUE; 803-863 HORTON DRIVE; 310-616 LILLESTON AVENUE; 511-521 LINCOLN AVENUE; 810-875 LYLESVILLE STREET; 302-324 MARSHALL HEIGHTS; 314-621 MARSHALL STREET; 301-326 PATTERSON STREET; 508-520 PATTON STREET; 232-238 PEARL STREET; 106-150 PINECREST AVENUE; 210-424 SHORT STREET; 757-779 SINGERS ALLEY; 521-522 SPAULDING STREET; 301-316 STEARNS AVENUE; 506-717 THOMAS AVENUE; 227-560 WEST 7TH STREET; 200-585 WEST 8TH STREET; 702-1024 WALKER AVENUE; 602-606 WESTERN WAY; 411-744 WILLIAMS STREET; 626-652 WINDSOR WAY.

WHEREAS, The City of Paris Code of Ordinances provides for Neighborhood Revitalization Design Character Overlays (NR) which permit an opportunity to adopt additional regulatory requirements to help conserve or promote certain visual characteristics of a designated area; and

WHEREAS, such overlays can be enacted to protect or enhance against destruction, degradation, or encroachment upon neighborhoods; protect or enhance areas or places having a special, unique, or distinctive character of aesthetic; protect or enhance architectural or cultural significance that serves as the identity of either a residential neighborhood or non-residential area; encourage the use of existing buildings through adaptive rehabilitation to enhance the diversity and interest of the city; encourage construction that will lead to continuation, conservation, and improvement in a manner appropriate to the scale and physical character of the original building and in harmony with the scale and physical character of the original buildings of the neighborhood through the use of design standards; prevent the creation of environmental influences adverse to such purposes; foster civic pride in the value of accomplishments of the past; promote the educational, cultural, economic, and general welfare of the people, or to create a new character in an area that has been designated for redevelopment; and

WHEREAS, in or around 2019 a neighborhood group, known as the Westside Neighborhood began working with various community partners on projects and programs with the goal of revitalization and protection of their neighborhood; and

WHEREAS, the Westside Neighborhood is one of the most diverse neighborhoods in the City of Paris and over 50% of housing units are not owner-occupied; and

WHEREAS, approximately 66% of structures in this area were built before 1970 indicating that neighboring properties are aging; and

WHEREAS, the average home value in this neighborhood is lower than the City of Paris average; and

WHEREAS, over recent years, the Paris-Bourbon County Planning Commission staff have identified several blighted, abandoned, and dilapidated properties in this neighborhood and several units in need of repair; and

WHEREAS, EHI Planning Consultants were retained to assist in the development of a Strategic Action Plan for this neighborhood, which was developed over 3 years and included over 50 neighborhood and public meetings; and

WHEREAS, part of the Strategic Action Plan for the neighborhood recognizes “cohesive communities also report higher level of safety and security, community activity, and emotional health and well-being.” and some of their stated goals include fighting blight, attracting and creating a mixed income neighborhood, expanding homeownership, and enhancing rental options; and

WHEREAS in or around 2021-2022, a Revitalization District working committee was established to discuss the development of an overlay district; and

WHEREAS, letters of invitation for these meetings were mailed out to residents and property owners; and

WHEREAS, several neighborhood meetings were held to discuss revitalization standards for the Community, in which EHI Planning Consultants and Planning Staff prepared a Design Manual for the Community; and

WHEREAS, the design manual desires to protect the historical integrity of the Westside Neighborhood, create a “sense of place”, and ensure the overall aesthetic character of construction is compatible with the character of the neighborhood; and

WHEREAS the design standards and guidelines are intended to enhance the neighborhood’s overall value and appearance, improve the overall quality and promote well-designed projects be integrated in the community, and ensuring compatibility with surrounding structures; and

WHEREAS, the progress of the development of the Overlay District has been discussed at City Commission meetings on at least seven occasions and numerous meetings of the Planning Commission over the last 4 years and has been a regular topic of discussion among both bodies, and

WHEREAS, at a Public Hearing which concluded on December 19, 2024, the Planning Commission recommended a Neighborhood Revitalization Design Character Overlay (NR) for 207 +/- gross acres for various properties and for the implementation of certain design standards; and

WHEREAS, the City of Paris Board of Commissioners agrees with the recommendation of the Planning Commission; and

WHEREAS, the memo of recommendation and the minutes with the Planning Commission recommendation are attached and incorporated by reference.

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

Section 1. The Zoning Ordinance of the City of Paris be amended to show a Neighborhood Revitalization Design Character Overlay (NR) to 207 +/- acres for properties consisting of the following streets and addresses:

619-623 Atlas Street;
788-795 Connelly's Alley;
211-316 Curtis Avenue;
711-1200 Cypress Street;
211-316 Fields Avenue;
430-625 Gano Street;
507-610 Gorey Avenue;
303-543 Hanson Street;
714-751 Henderson Street;
502-694 Higgins Avenue;
803-863 Horton Drive;
310-616 Lilleston Avenue;
511-521 Lincoln Avenue;
810-875 Lylesville Street;
302-324 Marshall Heights;
314-621 Marshall Street;
301-326 Patterson Street;
508-520 Patton Street;
232-238 Pearl Street;
106-150 Pinecrest Avenue;
210-424 Short Street;
757-779 Singers Alley;
521-522 Spaulding Street;
301-316 Stearns Avenue;
506-717 Thomas Avenue;
227-560 West 7TH Street;
200-585 West 8TH Street;
702-1024 Walker Avenue;
602-606 Western Way;
411-744 Williams Street; and
626-652 Windsor Way;

being more fully described and identified in Exhibit "A" which is attached and incorporated by reference.

Section 2. This NR Overlay will be known as the Paris Westside Overlay and subject to the following restrictions.

Design Standards:

- a) Minimum Wall Openings (applicable to single-family detached, duplexes and multi-family)
 - a. Minimum of 10 percent (10%) of the wall plan (surface) on each elevation (front, side and rear) of new construction to have windows, doors, and/or vented openings, unless such openings violate Building code for fire protection. (Excludes any new construction with a wall plan area of less than 150 square feet, chimneys, and side walls of dormers).
- b) Front Porches & Entry Areas (applicable to new construction of single-family detached, duplexes and multi-family)
 - a. New construction includes front porch constructed of materials compatible with the original structures material, architectural style, and design.
 - b. Uncovered wood decks or porches which do not include a permanent roof overhead are prohibited along the front façade.
 - c. Front porch columns include a minimum of 4” square, 4 column front (siding variant), 3-column front (brick variant).

This Ordinance shall take effect upon its publication.

The foregoing Ordinance was read for the first time on February 11, 2025, and was read for the second time adopted and approved February 25, 2025

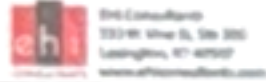
CITY OF PARIS, KENTUCKY

John A. Plummer, Mayor

ATTEST:

Stephanie Settles, City Clerk

West Side Neighborhood
Paris, Kentucky





PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 2025

AGENDA ITEM: Municipal Order 2025-11; Appointment: Mayor Pro Tem

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Move to approve Municipal Order 2025-11; Appointment of Tim Gray as Mayor Pro Tem for a term of January 1, 2025 through December 31, 2026.

DESCRIPTION:

The Board of Commissioners is required to appoint a Mayor Pro Tem for the election term of January 1, 2025, through December 31, 2026. Historically, the Board has appointed the Commissioner receiving the highest vote count in the election cycle to serve in this role. During this election term, the Commissioner receiving the highest vote count was Tim Gray.

Staff is seeking the Board's approval for the appointment of Commissioner Tim Gray as Mayor Pro Tem for the upcoming term.

Legal Reference: KRS 83A.140(4):

"The commission shall designate one (1) city commissioner to serve as mayor pro tem. The mayor pro tem shall act for the mayor whenever the mayor is unable to attend to the duties of his office, and shall then possess all rights, powers, and duties of the mayor. If the disability of the mayor continues for sixty (60) consecutive days, the office of mayor may be declared vacant by a majority vote of the commission membership, and the provisions of KRS 83A.040 shall apply."

REQUESTED BY:

Name: Stephanie Settles, City Clerk

**CITY OF PARIS
MUNICIPAL ORDER 2025-11**

**A MUNICIPAL ORDER OF THE BOARD OF COMMISSIONERS OF THE CITY OF
PARIS, KENTUCKY, APPOINTING TIM GRAY AS MAYOR PRO TEM FOR THE
TERM JANUARY 1, 2025, THROUGH DECEMBER 31, 2026**

WHEREAS, in accordance with KRS 83A.140(4), the Board of Commissioners of The City of Paris is required to designate one (1) City Commissioner to serve as Mayor Pro Tem during any period of absence or disability of the Mayor; and

WHEREAS, historically, the Board of Commissioners has appointed the Commissioner receiving the highest number of votes during the election cycle to the position of Mayor Pro Tem; and

WHEREAS, the Board of Commissioners desires to appoint a Commissioner to serve as Mayor Pro Tem for the election term of January 1, 2025 through December 31, 2026, to act on behalf of the Mayor whenever the Mayor is unable to fulfill the duties of the office due to absence or disability;

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PARIS KENTUCKY:

1. Appointment of Mayor Pro Tem:

The Board of Commissioners hereby appoints Tim Gray, a current Commissioner of the City of Paris to serve as Mayor Pro Tem for the election term commencing January 1, 2025, through December 31, 2026.

2. Duties and Powers:

In accordance with KRS 83A.140(4), the Mayor Pro Tem shall possess all the rights, powers, and duties of the Mayor and shall act in the Mayor's stead whenever the Mayor is unable to attend to the duties of the office due to absence or disability.

3. Vacancy of the Mayor's Office:

In the event the Mayor is unable to attend to the duties of the office for a period of sixty (60) consecutive days, and upon a majority vote of the Board of Commissioners, the office of the Mayor may be declared vacant. In such an event, the provisions of KRS 83A.040 shall apply.

Enacted at the Board of Commissioners regular meeting of February 25, 2025.

CITY OF PARIS, KENTUCKY

John A. Plummer, Mayor

ATTEST:

Stephanie Settles, City Clerk



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 2025

AGENDA ITEM: Municipal Order 2025-12; Personnel Order: New Hire - Water Treatment

DEPARTMENT: Water Treatment

RECOMMENDED MOTION: Move to approve Municipal Order 2025-12 for the full time hire of Braeden Harney to the position of Water Treatment Plant Trainee, pay scale O2-1.

DESCRIPTION: Mr. Harney will be filling a position left vacant due to attrition in 2024.

The Department received over 50 applications for the vacant positions and conducted interviews with those candidates we felt best fit the position requirements based on their backgrounds. After interviews, the department has put forward Mr Harney as the preferred candidate due to his experience on the wastewater operations side and his willingness to embrace the water side of City Utility operations. During the group interview, Mr. Harney also presented himself well to the team and the department feels that he will be a valuable asset to operations once he is trained.

Proceeding with a full-time offer will be contingent upon successful pre-screening requirements and with the approval of the City Commission.

REQUESTED BY:

Name: Chad Smart, Water Treatment Superintendent
Jacob Barker, HR Director

**CITY OF PARIS
MUNICIPAL ORDER NO. 2025-12**

A MUNICIPAL ORDER APPROVING THE FULL TIME HIRE OF BRAEDEN HARNEY TO THE POSITION OF WATER TREATMENT TRAINEE.

WHEREAS, Braeden Harney has applied to the position during an external application process;

WHEREAS, Braeden Harney stood out amongst those interviewed as a suitable fit for the department;

WHEREAS, Braeden Harney meets all minimum requirements for consideration for the position to which he is being recommended.

NOW THEREFORE, be it ordered by the City Commission of the City of Paris, Kentucky to approve the full time hire of Braeden Harney to the position of Water Treatment Trainee effective February 26th, 2025.

Enacted at the City Commission's regular meeting of February 25th, 2025.

CITY OF PARIS, KENTUCKY

John A. Plummer, Mayor

ATTEST:

Stephanie Settles, City Clerk



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 2025

AGENDA ITEM: Municipal Order 2025-17; Appointment: Ethics Board

DEPARTMENT: Administration

RECOMMENDED MOTION: Move to approve Municipal Order 2025-17 for the reappointment to the Ethics Board

DESCRIPTION: Section 25.400 of the City Ordinance, which establishes the Ethics Board, provides that the Mayor makes appointments to this board.

The City Commission must confirm the appointments.

Municipal Order 2021-12 appointed Ms. Amy Spanuolo as a member of the Ethics Board with a term expiring 01/31/2025.

The attached Municipal Order recommends reappointment of Ms. Spanuolo for a term expiring 1/31/2029.

REQUESTED BY:

Name: Mayor Plummer through Jamie Miller, City Manager

**CITY OF PARIS
MUNICIPAL ORDER 2025-17**

**A MUNICIPAL ORDER APPROVING THE MAYOR'S
REAPPOINTMENT OF AMY SPAGNUOLO TO THE TO
THE ETHICS BOARD FOR A TERM ENDING JANUARY 31,
2029**

WHEREAS, the Section 25.400 of the Ordinance authorizes the Mayor to make appointment of three positions to the Ethics Board. Such appointments are subject to confirmation by the Commission;

WHEREAS, the Ordinance indicates that the term of an appointee shall be for a period of four years;

WHEREAS, the City has adopted Ordinance No 2019-13 which establishes limits for consecutive terms;

WHEREAS, the current term of the appointee expired January 31, 2025, and there is a desire to reappoint. This will be the final term for consecutive terms the appointee would be eligible to serve.

NOW THEREFORE be it resolved by the Board of Commissioners of the City of Paris that the Mayor's reappointment of Amy Spagnuolo to the Ethics Board is approved for a term ending January 31, 2029.

Enacted at the City Commission's regular meeting of February 25, 2025.

CITY OF PARIS, KENTUCKY

John A. Plummer, Mayor

ATTEST:

Stephanie Settles, City Clerk



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 2025

AGENDA ITEM: Municipal Order 2025-10; Renewal of Agreement: CivicPlus, LLC

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Move to approve the Renewal Master Service Agreement with CivicPlus, LLC for the annual fees associated with the CivicClerk Agenda and Minutes Management software, and to authorize the Mayor, City Manager, and City Clerk to execute all necessary documents related to the agreement. Additionally, to authorize the Mayor, City Manager, and City Clerk to approve future renewals of the agreement, provided that renewal is under the same terms or terms that are substantially similar, subject to Audit Committee approval.

DESCRIPTION: CivicPlus, LLC software was successfully implemented in March 2023 to manage City Commission agendas and packet distribution through its CivicClerk Agenda and Minutes software. Since its initial deployment, the system has been expanded to also manage agendas and packet distribution for the Ethics Committee and the Investment Committee. This software solution has established a centralized platform for the creation and storage of electronic historical records, which can be accessed easily at any time. This has significantly enhanced the efficiency and transparency of municipal proceedings.

CivicPlus, LLC software has been included in the budget for the current fiscal year. The existing annual agreement for the software is \$4,244.62. The renewal term effective March 14, 2025, has been negotiated to maintain the same annual fee of \$4,244.62. However, for the subsequent renewal term beginning March 14, 2026, the annual fee will increase to \$4,770.15, with the provision that the fee shall be subject to an annual increase of 5% for each renewal term thereafter, as per the terms outlined in the attached agreement.

It is the recommendation of City staff to approve the annual agreement for the CivicPlus, LLC software, as outlined in the terms specified above.

REQUESTED BY:

Name: Stephanie Settles, City Clerk

**CITY OF PARIS
MUNICIPAL ORDER NO. 2025-10**

**A MUNICIPAL ORDER APPROVING A RENEWAL CONTRACT WITH
CIVICPLUS, LLC FOR AGENDA AND MEETING PACKET MANAGEMENT
THROUGH CIVICCLERK**

WHEREAS, the City has determined that it is in the best interest of the public to continue to maintain electronic records of municipal proceedings to promote greater efficiency and transparency in governmental operations; and

WHEREAS, the creation and storage of such electronic records will provide an effective means to retrieve and access historical records, thereby ensuring public accountability and facilitating streamlined processes for future reference;

NOW, THEREFORE, BE IT RESOLVED, that the City hereby commits to the implementation of an electronic records management system for municipal proceedings, in accordance with applicable laws and regulations, for the purposes of efficiency, transparency, and access to historical records.

BE IT FURTHER RESOLVED, that upon the expiration of the Agreement, the Mayor is authorized to renew the Agreement, provided that the renewal is under the same terms or terms that are substantially similar, subject to Audit Committee approval.

Enacted at the City Commission's regular meeting of February 25, 2025.

CITY OF PARIS, KENTUCKY

John A. Plummer, Mayor

ATTEST:

Stephanie Settles, City Clerk



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 2025

AGENDA ITEM: Municipal Order 2025-14; Renewal of Agreement: New Cingular Wireless

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to approve Municipal Order 2025-14 Amendment No. 2 with New Cingular Wireless PCS, LLC for the renewal of a Tower Attachment Lease Agreement, and to authorize the Mayor, City Manager, and City Clerk to execute all necessary documents related to the agreement.

DESCRIPTION: The City of Paris has several agreements related to Tower Attachment Lease Agreements and Pole Attachment Agreements. These agreements allow the leasing party to hang items on our infrastructure and compensate the City for the use.

Municipal Order 2024-14 authorized the engagement of attorney Linda Ain, who specializes in the area of assisting local governments with contracts, agreements, and negotiations related to this matter.

Staff is ready to recommend a renewal of the Tower Attachment Lease Agreement with New Cingular Wireless, also known as ATT. This current agreement expires September 1, 2025 and is for Cell Site #LX5559, which is on the premise of the Water Tower located on Winchester Road (U.S. 627).

The existing lease agreement was originally for an annual payment to the City in the amount of \$30,571, with an annual escalation of 2%. The September 1, 2024 annual amount of the contract was \$33,752.85.

The proposed renewal has a term effective September 1, 2025, and provides for four extension terms with 5-year renewal increments. The initial annual payment will be in the amount of \$42,000 with an annual escalation of 4%. In addition, a one-time commencement amount will be paid in the amount of \$10,000 to the City.

There are other parameters that the City has deemed as favorable. For example, the current penalty for late payment is 2%. The proposed renewal has an 18% per annum for late and unpaid amounts.

It is the recommendation of City staff to approve the renewal amendment with New Cingular Wireless, as outlined in the terms specified above.

REQUESTED BY:

Name: Jamie Miller, City Manager

**CITY OF PARIS
MUNICIPAL ORDER NO. 2025-14**

**A MUNICIPAL ORDER APPROVING AMENDMENT NO 2. FOR THE RENEWAL OF
A TOWER ATTACHMENT LEASE AGREEMENT WITH NEW CINGULAR
WIRELESS**

WHEREAS, the term of the current Tower Attachment Lease Agreement expires on September 1, 2025; and

WHEREAS, the City has determined that it is in the best interest of the public to continue the lease agreement with New Cingular Wireless which provides revenue for the City; and

WHEREAS, new terms have been negotiated for the proposed renewal that provides additional benefit to the City while maintaining protection of the City's assets;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners for the City of Paris approves Amendment No 2. and authorizes the Mayor, City Manager, and City Clerk to execute all required documents to finalize and implement the agreement.

Enacted at the City Commission's regular meeting of February 25, 2025.

CITY OF PARIS, KENTUCKY

John A. Plummer, Mayor

ATTEST:

Stephanie Settles, City Clerk



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 2025

AGENDA ITEM: Municipal Order 2025-15; Approving Amnesty and Payment Arrangement for Occupational Tax

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Move to approve Municipal Order 2025-15; Amnesty on penalties and interest for occupational tax for years of 2018 to 2023 and authorizing a payment arrangement plan.

DESCRIPTION: Following a review of tax compliance within the City of Paris, staff has identified a non-compliance among Independent Contractors (1099 employees) who have failed to remit required tax returns for the years 2018 through 2023. These non-compliant Independent Contractors have accrued penalties and interest associated with their tax obligations, for Business License, Net Profit, and Payroll Taxes.

While these individuals are legally obligated to meet these tax requirements under the City of Paris ordinances, staff recognizes that a number of them may claim they were unaware of their obligations to remit these taxes and may otherwise be reluctant to conform their behavior to the City's ordinances. Therefore, staff respectfully requests the Board of Commission consider a limited amnesty period for past due Penalties and Interest specifically for these tax periods, with the goal of encouraging full compliance with City tax ordinances.

Staff requests the Board of Commissioners approval to grant an amnesty on penalties and interest for Independent Contractors (1099 employees) who have failed to remit required tax returns for the years 2018 through 2023. The amnesty would specifically waive penalties and interest accrued for those years, but would not apply to the underlying taxes owed, including Business License Taxes and Payroll Taxes. Staff believes an amnesty will facilitate a pathway for Independent Contractors to bring their accounts into full compliance with City ordinances. Recognizing the possibility that many of these individuals may have been unaware of their tax obligations, the proposed amnesty would help encourage a higher level of participation in compliance efforts, fostering greater compliance with City tax ordinances moving forward.

In conjunction with the request for amnesty, staff recommends implementing a payment arrangement plan for Independent Contractors who may need additional time to pay the taxes owed. The payment arrangement plan would offer a reasonable and structured timeline for payment, ensuring that contractors can comply with their obligations in a fair and manageable way. These payment arrangements would be subject to final approval by the City Manager and would allow the City to work collaboratively with Independent Contractors who are in need of financial accommodations to fulfill their tax obligations.

Staff believes that granting this amnesty on penalties and interest, combined with the opportunity for payment arrangements, will significantly improve tax compliance within the City of Paris. This approach not only helps Independent Contractors come into compliance but also fosters a more cooperative relationship between the City and its contractors.

As part of ongoing research into the scope of this project, staff has identified a broader need for a more

comprehensive Collections position than previously discussed and approved at the November 12, 2024, Board of Commissioners meeting. This position may ultimately need to be classified as a permanent role within the City's organizational structure, particularly as it will support not only tax compliance within the City but also assist with other financial areas, such as utilities. As discussed, the viability of this position will be continually assessed based on future budgets and financial assessments. However, it is anticipated that a dedicated Collections position could yield substantial returns and provide a long-term, sustainable mechanism for ongoing revenue and compliance efforts.

Action Requested and Outlined in Order 2025-XX.

1. Approval of the proposed Amnesty on Penalties and Interest for the years 2018 through 2023 for Independent Contractors.
2. Authorization to implement a payment arrangement plan for Independent Contractors, subject to final approval by the City Manager.

REQUESTED BY:

Name: Jamie Miller, City Manager

**CITY OF PARIS
ORDER 2025-15**

**A MUNICIPAL ORDER APPROVING A LIMITED AND CONDITIONAL
AMNESTY ON PENALTIES AND INTEREST FOR OCCUPATIONAL
TAXES FOR YEARS 2018 TO 2023, AND AUTHORIZING A PAYMENT
ARRANGEMENT PLAN**

WHEREAS, the City of Paris has individuals whose employers classify them as Independent Contractors and issue a IRS Form-1099 for their annual compensation and who have not filed annual tax returns with the City and their employer has not made payment to the City on their behalf; and

WHEREAS, these individuals have accrued liability for past due taxes and penalties and interest associated with their nonpayment of Business License, Net Profit, and Payroll Taxes; and

WHEREAS, in an effort to facilitate compliance and collection, the City seeks to offer a limited and conditional amnesty of penalties and interests for a limited time and to allow for structured payment arrangement plans.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PARIS THAT:

1. The draft correspondence prepared by the City Clerk is authorized to be served upon the identified individuals.
2. The tax owed for the years 2018 through 2023 shall be paid by the responsible individuals.
3. For any of the identified individuals who pay the tax owed for years 2018 through 2023 on or before May 2, 2025, the City of Paris will apply a limited amnesty of penalties and interest. This limited and conditional amnesty will apply only to the penalties and interest accrued for those years, and does not extend to the underlying taxes owed, including Business License, Net Profit, and Payroll Taxes. This amnesty also expires as of 4:00 p.m., May 2, 2025, after which time the responsible individual shall pay the full amount of penalties and interest accrued through that day and which may accrue beyond May 2, 2025, until such time as paid in full.
4. Any individual may seek to enter into a payment plan with the City for the payment of the taxes owed for the years 2018 through 2023. The payment plan will provide a structured timeline for tax payments and will be subject to final approval by the City Manager. In the event an individual requests and receives approval by the City Manager for a payment plan, the limited and conditional amnesty of penalties and interest shall be extended beyond May 2, 2025, through the length of the payment plan. In the event the individual defaults on the terms of the payment plan, all previously accrued penalties and interest that the City agreed to forebear shall become immediately due and payable.

ENACTED AND ADOPTED at the regular meeting of the Board of Commissioners of the City of Paris, Kentucky on February 25, 2025.

CITY OF PARIS, KENTUCKY

John A. Plummer, Mayor

ATTEST:

Stephanie Settles, City Clerk



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 2025

AGENDA ITEM: Resolution 2025-2; Opposing Centralized Collection of Local Occupational Fees and Taxes
DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to approve Resolution 2025-2 Opposing Centralized Collection of Local Occupational Fees and Taxes

DESCRIPTION:

Legislation to centralize the collection of Occupational Taxes was filed in Frankfort. This is a bill that the Kentucky League of Cities Board of Directors voted to oppose.

- Centralized systems would shift fees to businesses, creating barriers to growth and reducing revenue from occupational taxes, the primary funding source for many cities. Occupational taxpayers have the ability to use a single model filing form in most jurisdictions that local governments are required to accept.
- Cities would be forced to invest taxpayer money in new staff and technology to integrate with a centralized system. As cities are revenue limited and already face difficult choices in our budgets which are stretched further, impacting services like public safety, infrastructure, and utilities.
- Even with a single portal for occupational fees and taxes, taxpayers will still need to file separate worksheets for each jurisdiction, increasing the risk of errors and confusion.
- There is currently no state system for centralized collection. In fact, other local taxes have attempted to be collected by state agencies and state partners have expressed concern about the immense burden and cost of such an attempt.
- There are already local systems in place to collect occupational taxes.

Staff request that the Board of Commissioners approve Resolution 2025-3, as the reasons stated above highlight the significant negative impact that centralizing the collection of occupational taxes would have on businesses, cities, and taxpayers. This proposed system would shift the financial burden onto local businesses, create barriers to growth, and place additional strain on the already stretched city budget. With no existing state system in place and the complexities of managing multiple jurisdictions, the current model remains the most effective and efficient way to collect occupational taxes. It is in the best interest of the city to oppose this legislation and maintain local control over the collection process.

REQUESTED BY:

Name: Jamie Miller, City Manager

**CITY OF PARIS
RESOLUTION 2025-2**

A RESOLUTION OF THE CITY OF PARIS, KENTUCKY, OPPOSING ANY BILLS BROUGHT FORTH DURING THE 2025 KENTUCKY GENERAL ASSEMBLY SESSION BY ANY MEMBER OF THE KENTUCKY LEGISLATURE, IN FULL OR IN PART, THAT PROVIDES FOR THE MANDATED CENTRALIZED COLLECTION OF LOCAL OCCUPATIONAL FEES/TAXES BY THE COMMONWEALTH OF KENTUCKY OR OTHER THIRD PARTIES.

WHEREAS, under Section 181 of the Kentucky Constitution, the Commonwealth of Kentucky cannot impose or require a state-wide occupational license fee/tax for local purposes; and

WHEREAS, many cities and counties across the Commonwealth of Kentucky have enacted and imposed local occupational license requirements; and

WHEREAS, the receipts affiliated with these funds are recorded into the general fund of the local government and allocated towards providing critical services, including police, fire and emergency management services, public infrastructure improvements, and other critical programs and services to citizens; and

WHEREAS, the City of Paris provides clear, transparent, and efficient payment/reporting services to those impacted by occupational license fees/taxes, which is best accomplished at the local level by professionals who have local experience and local knowledge of our communities; and

WHEREAS, the City of Paris strongly believes that mandated state or third party collection of local occupational license taxes and fees would be detrimental, ineffective, and would have a severely adverse effect on the fiscal condition and economic development of Paris and all local government entities if mandated by the General Assembly of the Commonwealth of Kentucky.

NOW, THEREFORE, BE IT RESOLVED, that the City of Paris strongly opposes the adoption of any bills into law, in whole or in part, by the Kentucky General Assembly that provide for the mandated centralized collection of local occupational license fees/taxes and urges all members of the General Assembly to vote against proposals of this nature.

This resolution shall have the full effect and force of the law upon passage according to the Laws and Ordinances of the Commonwealth of Kentucky, and under my signature this 25th day of February, 2025.

This Resolution passed by a vote of the Board of Commissioners _____ in favor, and _____ against.

John A. Plummer, Mayor

Attest:

Stephanie Settles, City Clerk



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 2025

AGENDA ITEM: Resolution 2025-3; Emergency Purchase Ratification

DEPARTMENT: Field Operations

RECOMMENDED MOTION: Move to approve Resolution 2025-3 certifying and ratifying the emergency purchases related to the repair of an Aerial Gravity Sewer line and authorize the Mayor, City Manager, and City Clerk to execute all necessary documents.

DESCRIPTION: On February 17, 2025 the City became aware that the aerial gravity sewer line that crosses Houston Creek had a failure after heavy rain and high water. The original concrete pier had split, allowing the sewer line to shift and thus causing stress on the joint that was compromised.

In the preceding days, the City had received approximately 3 inches of rain.

Staff immediately notified the State of the issue and engaged a contractor to make repairs. Staff obtained any necessary permits for the repair.

HCI Consultant is completing the emergency repair with an estimated cost of between \$110,000-\$120,000.

This is an unplanned and unbudgeted expense.

Attached is an emergency certification.

REQUESTED BY:

Name: Michael Mynear, Field Operations Superintendent

**CITY OF PARIS
RESOLUTION 2025-3**

A RESOLUTION CERTIFYING AN EMERGENCY PURCHASE

WHEREAS, a portion of the City's sanitary sewer system located in, around, and through Houston Creek was inundated in a recent storm and suffered a break in its line;

WHEREAS, contents of the City's sanitary sewer system was infiltrating Houston Creek which poses a substantial public health risk;

WHEREAS, the City has engaged a contractor for immediate work;

WHEREAS, this situation would create a considerable hardship for the citizens of the City; and

WHEREAS, the City desires to protect the public health, safety and welfare, and to mitigate the effects of such events.

NOW, THEREFORE, the City of Paris Board of Commissioners declares an emergency existed to obtain the immediate repair of the sanitary sewer line to address this public health risk as provided in KRS 424.260(4) and other applicable law. A copy of this emergency declaration shall be placed on file with the Paris City Clerk and the City's Chief Financial Officer.

The City Manager is also authorized to process invoices for the immediate resolution of this situation.

Dated: February 25, 2025

CITY OF PARIS, KENTUCKY

John A. Plummer, Mayor

ATTEST:

Stephanie Settles, City Clerk



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 2025

AGENDA ITEM: Community Partner Agreement: Secretariat Park Foundation

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to approve the Secretariat Park Foundation as a Community Partner in the amount of \$450.00 for Fiscal Year 2024-2025 and authorize the City Manager and City Clerk to execute the necessary agreements.

DESCRIPTION: In 2023, the City Commission authorized a Community Partner Agreement with the Secretariat Park Foundation. This park has been privately renovated and is privately maintained, but is open for public use. Per the agreement, the Foundation will need to meet the duties and obligations set forth within the agreement before funds are released.

The Board of Commissioners is required by Kentucky Constitution sections 171 and 179, KRS 82.082, and other applicable laws to make expenditures of public funds only for public purposes, which have been outlined in the proposed agreement.

In the prior fiscal year, which was the first year of the agreement, the amount was set at \$600. This amount was identified as an estimate in lieu of a waiver of utilities. The City has been moving away from waivers of utilities as community partner arrangements and has been completing community partner agreements. There were no direct utilities for this property for the prior year's estimates. In the last twelve months, the net bill for utilities has totaled \$463.67.

The request was not received during the normal budget process, but funds have been allocated in this year's budget for this purpose. Staff has prepared a funding agreement for Fiscal Year 2024-2025 for the Commission's consideration with a placeholder of an amount of \$450.00. 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: Jamie Miller, City Manager



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 2025

AGENDA ITEM: Street Closure Request: Artwalk - April 25, 2025

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to approve the closure of Main Street between 8th Street to 2nd Street from 3:00 pm to 10:00 pm on April 25, 2025 for Artwalk.

DESCRIPTION:

Tourism is requesting approval to close Main Street between 8th Street and 2nd Street for the Artwalk event on April 25, 2025. The proposed street closure would be from 3:00 PM to 10:00 PM to accommodate event setup and teardown, with the event itself taking place from 6:00 PM to 9:00 PM.

Additionally, tourism requests police presence from the commencement of the street closure, throughout the event, and until the street is reopened.

Please note, this request is contingent upon the following conditions:

1. A certificate of insurance is provided.
2. A City permit for the event is completed.
3. Any applicable encroachment or other necessary permits through the State being approved.

The staff had an opportunity to review the request.

REQUESTED BY:

Name: Jamie Miller City Manager, on the Behalf of Tourism



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 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 \$281,802.00 and Utility Fund in the amount of \$275,586.73.

DESCRIPTION: Attached is the summary of invoices for the General Fund (\$281,802.00) and Utility Fund (\$275,586.73). Both claims reports include data from the period of February 2, 2025 through February 15, 2025.

Notable disbursements in the General Fund include: \$5,862.85 to Cockrell's Auto Center Inc for police vehicle repairs, \$4,179.13 to Galls, LLC for police uniforms and tactical equipment, \$8,369.14 to Morton Salt, Inc. for road salt, and \$10,590.00 to Cornerstone Protection for security camera upgrades at City Hall.

Notable disbursements in the Utility Fund include: \$99,061.25 to Akins Excavating Co., Inc. related to the Water Plant improvements project, \$8,032.22 to Hayes Pipe Supply, Inc for Field Operations inventory, \$16,310.40 to Wascon, Inc. for a replacement pump at the Wastewater Treatment Plant, \$7,493.79 to C&S Solutions for Field Operations locating equipment, and \$21,394.49 to Hardy Oil Co. Inc for operating fuel for the Power Plant.

REQUESTED BY:

Name: Sheigh Hurst, Finance Coordinator

City of Paris
General Fund - Claims Report
February 25, 2025

<u>CK Number</u>	<u>Vendor</u>	<u>CK Date</u>	<u>CK Amount</u>
51656	Bourbon County Treasurer	2/3/2025	15.59
2725	Amazon Capital Services	2/7/2025	89.91
2725	Amazon Capital Services	2/7/2025	174.50
51657	American Fidelity Assurance	2/7/2025	9,430.22
51658	AT&T	2/7/2025	607.39
51659	Ats Construction	2/7/2025	337.68
51660	Autozone	2/7/2025	264.26
51661	BMS	2/7/2025	61.75
51662	Bourbon County Sheriff	2/7/2025	1,092.83
51663	Burdine Security Group	2/7/2025	1,214.00
51664	CAPITAL ONE	2/7/2025	475.95
51665	Casa Of Lexington	2/7/2025	1,666.66
51666	Central KY Veterinary Service	2/7/2025	332.38
51667	Central Parts Warehouse	2/7/2025	448.16
51668	CHARTER COMMUNICATIONS	2/7/2025	239.97
51669	City Of Paris Utilities	2/7/2025	8,934.92
51670	Cockrell's Auto Center Inc	2/7/2025	5,862.85
51671	Columbia Gas Of Kentucky	2/7/2025	4,041.03
51672	Computeraid International	2/7/2025	125.00
51673	Galls, LLC	2/7/2025	4,179.13
51674	HALO BRANDED SOLUTIONS INC.	2/7/2025	1,437.43
51675	Hillyard Kentucky	2/7/2025	1,887.03
51676	JOHN PRUITT	2/7/2025	60.00
51677	Johnson Controls Fire Protect	2/7/2025	4,690.03
51678	Kentucky Uniforms, Inc.	2/7/2025	288.95
51679	Raymond Kindig	2/7/2025	19.00
51680	KOI	2/7/2025	112.45
51681	Local Government Corporation	2/7/2025	101.11
51682	LUTTRELL STAFFING GROUP	2/7/2025	677.70
51683	Morton Salt, Inc.	2/7/2025	8,369.14
51684	Oberlander Financial Services, PLLC	2/7/2025	3,900.00
51685	PARIS-BOCO CHAMBER OF COMMERCE	2/7/2025	2,291.66
51686	PARIS-BOCO JOINT PLANNING	2/7/2025	14,682.00

City of Paris
General Fund - Claims Report
February 25, 2025

<u>CK Number</u>	<u>Vendor</u>	<u>CK Date</u>	<u>CK Amount</u>
51687	PARIS-BOCO TOURISM	2/7/2025	2,083.33
51688	Paris-Bourbon County E911	2/7/2025	29,416.67
51689	Paris-Bourbon County EDA	2/7/2025	12,629.75
51690	Paris-Bourbon County EMS	2/7/2025	49,083.33
51691	Riley Oil Company	2/7/2025	14,035.83
51692	Rumpke Of Kentucky, Inc.	2/7/2025	2,518.66
51693	Terminix	2/7/2025	213.00
51694	TEXAS LIFE	2/7/2025	1,041.79
51695	The 10th Planet LLC	2/7/2025	682.00
51696	Unifirst Corporation	2/7/2025	177.92
51697	VC3, INC.	2/7/2025	9,277.33
51698	W & H Legacy	2/7/2025	160.00
51699	YMCA	2/7/2025	445.50
21325	Amazon Capital Services	2/13/2025	116.00
21325	Amazon Capital Services	2/13/2025	12.07
21325	Amazon Capital Services	2/13/2025	10.42
21325	Amazon Capital Services	2/13/2025	25.99
21325	Amazon Capital Services	2/13/2025	135.49
21325	Amazon Capital Services	2/13/2025	59.37
51700	AT&T Mobility - (6463)	2/14/2025	390.75
51701	Autozone	2/14/2025	233.31
51702	CCP Industries	2/14/2025	363.55
51703	Columbia Gas Of Kentucky	2/14/2025	845.68
51704	Cornerstone Protection	2/14/2025	10,590.00
51705	Crystal Springs	2/14/2025	187.13
51706	Galls, LLC	2/14/2025	192.51
51707	Grainger	2/14/2025	1,752.39
51708	HDL COMPANIES	2/14/2025	525.00
51709	Kentucky League of Cities Insurance	2/14/2025	42,998.44
51710	KOI	2/14/2025	205.71
51711	LUTTRELL STAFFING GROUP	2/14/2025	763.60
51712	Mechanic Masters LLC	2/14/2025	134.29
51713	Miller Company INC	2/14/2025	916.03

City of Paris
General Fund - Claims Report
February 25, 2025

<u>CK Number</u>	<u>Vendor</u>	<u>CK Date</u>	<u>CK Amount</u>
51714	Mitchell's Garage LLC	2/14/2025	1,964.13
51715	Murphy Elevator Company	2/14/2025	861.18
51716	PARIS-BOCO PARKS & RECREATION BOARD	2/14/2025	11,670.00
51717	Sturgill, Turner, Barker &	2/14/2025	4,200.00
51718	Tractor Supply Credit Plan	2/14/2025	334.97
51719	Visa	2/14/2025	<u>2,438.20</u>
Total General Fund Claims -			<u>\$ 281,802.00</u>

City of Paris
Utility Fund - Claims Report
February 25, 2025

<u>CK Number</u>	<u>Vendor</u>	<u>CK Date</u>	<u>CK Amount</u>
59466	CMRS-FP	2/3/2025	1,007.00
59467	Bourbon County Treasurer	2/3/2025	9.72
59468	Akins Excavating Co., Inc.	2/7/2025	99,061.25
20725	Amazon Capital Services	2/7/2025	174.50
20725	Amazon Capital Services	2/7/2025	24.75
59469	AMERICAN FIDELITY ASSURANCE	2/7/2025	4,816.91
59470	AT&T	2/7/2025	90.00
59471	AT&T	2/7/2025	368.95
59472	BMS	2/7/2025	22.75
59473	Brenntag Mid-South, Inc	2/7/2025	1,285.02
59474	Brownstown Electric Supply Co.	2/7/2025	1,725.75
59475	CAPITAL ONE	2/7/2025	95.89
59476	CITCO WATER	2/7/2025	6,460.00
59477	CITY OF PARIS UTILITIES	2/7/2025	20,250.03
59478	Columbia Gas Of Kentucky, Inc.	2/7/2025	2,205.53
59479	CORE & MAIN LP	2/7/2025	925.16
59480	Eads Hardware	2/7/2025	27.98
59481	Hayes Pipe Supply, Inc	2/7/2025	8,032.22
59482	KOI	2/7/2025	64.87
59483	Labtronx, Inc	2/7/2025	1,234.16
59484	legacy mechanical LLC	2/7/2025	805.00
59485	Living Waters Co., Inc.	2/7/2025	201.14
59486	Local Govt Corporation	2/7/2025	101.10
59487	Luttrell Staffing, Inc.	2/7/2025	1,527.20
59488	O'reilly Auto Parts	2/7/2025	40.66
59489	Oberlander Financial Services, PLLC	2/7/2025	3,900.00
59490	Patterson & Dewar Engineers	2/7/2025	208.56
59491	Riley Oil Company	2/7/2025	4,067.43
59492	Strand Associates Inc	2/7/2025	5,000.00
59493	STURGILL, TURNER, BARKER & MOLONEY	2/7/2025	100.00
59494	Terminix	2/7/2025	90.00
59495	TEXAS LIFE	2/7/2025	575.32
59496	Unifirst Corporation	2/7/2025	338.04

City of Paris
Utility Fund - Claims Report
February 25, 2025

<u>CK Number</u>	<u>Vendor</u>	<u>CK Date</u>	<u>CK Amount</u>
59497	USA Blue Book	2/7/2025	541.49
59498	VC3 INC	2/7/2025	5,411.97
59499	Wascon, Inc.	2/7/2025	16,310.40
59500	YMCA	2/7/2025	58.50
21325	Amazon Capital Services	2/13/2025	21.46
21325	Amazon Capital Services	2/13/2025	477.98
21325	Amazon Capital Services	2/13/2025	135.49
21325	Amazon Capital Services	2/13/2025	73.98
21325	Amazon Capital Services	2/13/2025	12.08
21325	Amazon Capital Services	2/13/2025	10.42
59501	Apollo Oil, Inc.	2/14/2025	6,820.41
59502	AT&T Mobility - 6463	2/14/2025	826.46
59503	Autozone Inc	2/14/2025	33.25
59504	Bluegrass Office Systems Inc	2/14/2025	69.30
59505	C&S Solutions	2/14/2025	7,493.79
59506	CHARTER COMMUNICATIONS	2/14/2025	199.99
59507	COBRA AUTO SALES INC	2/14/2025	250.00
59508	Columbia Gas Of Kentucky, Inc.	2/14/2025	217.53
59509	CRYSTAL SPRINGS/ PRIMO WATER	2/14/2025	187.13
59510	Culligan Water Conditioning	2/14/2025	188.53
59511	Fouser Environmental Services	2/14/2025	150.00
59512	GCP ENVIRONMENAL SOLUTIONS	2/14/2025	3,863.00
59513	Hardy Oil Co. Inc	2/14/2025	21,394.49
59514	HUBBARD MECHANICAL	2/14/2025	175.00
59515	Kentucky League Of Cities-Ins	2/14/2025	29,927.66
59516	KOI	2/14/2025	120.27
59517	Luttrell Staffing, Inc.	2/14/2025	2,099.80
59518	Miller Company INC	2/14/2025	916.04
59519	MS TN TRANSFORMERS, INC	2/14/2025	1,720.40
59520	Msd Environmental Services Inc	2/14/2025	1,049.78
59521	O'reilly Auto Parts	2/14/2025	89.94
59522	Overhead Door Co. Of Lex., Inc	2/14/2025	450.00
59523	Phenova Inc	2/14/2025	705.64

City of Paris
Utility Fund - Claims Report
February 25, 2025

<u>CK Number</u>	<u>Vendor</u>	<u>CK Date</u>	<u>CK Amount</u>
59524	Service Specialties LLC	2/14/2025	3,486.80
59525	SIGMA-ALDRICH INC	2/14/2025	185.54
59526	STURGILL, TURNER, BARKER & MOLONEY	2/14/2025	100.00
59527	The Law Firm of Linda K Ain	2/14/2025	1,080.00
59528	Tractor Supply	2/14/2025	491.49
59529	Tractor Supply Credit Plan	2/14/2025	222.92
59530	Unifirst Corporation	2/14/2025	162.61
59531	USA Blue Book	2/14/2025	1,301.70
59532	Visa	2/14/2025	<u>1,716.60</u>
Total Utility Fund Claims -			\$ <u>275,586.73</u>



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 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
Traditional Bank	Renewal of CD Investments - GF	\$1M plus current earnings
Traditional Bank	Renewal of CD Investments - UF	\$250k plus current earnings

REQUESTED BY:

Name: Jamie Miller, City Manager



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 2025

AGENDA ITEM: Municipal Order 2025-13; Establishment of Sidewalk Cost-Sharing Program

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to approve Municipal Order 2025-13; Establishing a Cost-Sharing Sidewalk Program.

DESCRIPTION:

The staff is requesting approval of Municipal Order 2025-11 for the establishment of a standing Sidewalk Cost-Sharing Program for the City of Paris, following the successful implementation of the one-time Sidewalk Repair Program approved in 2022.

The 2022 Sidewalk Repair Program was launched to support cost-sharing between the City and property owners for sidewalk repair, installation, placement, removal, and replacement. This pilot program allocated a City contribution of \$25,000.00 and successfully funded improvements at 14 locations, with a total project cost of \$27,955.00.

Given the positive response to the need for ongoing sidewalk maintenance and enhancements, City staff recommends the adoption of an ongoing established Sidewalk Cost-Sharing Program. This program would operate on a fiscal year basis, contingent upon budgetary allocations each year. Property owners will have the opportunity to share in the costs of sidewalk improvements, ensuring community investment while allowing the City to systematically address infrastructure needs.

The staff believes that institutionalizing this program will:

- Promote safer and more accessible pedestrian pathways throughout the City.
- Encourage timely and collaborative sidewalk repairs.
- Provide a transparent and equitable system for managing sidewalk improvements.

Staff requests your approval to establish this standing program, with an anticipated funding of \$10,800 available for the remainder of the fiscal year. Future funding will be determined annually through the City's budget planning process.

REQUESTED BY:

Name: Mike Smith, Public Works

**CITY OF PARIS
ORDER 2025-13**

**A MUNICIPAL ORDER ESTABLISHING A COST-SHARING
PROGRAM FOR SIDEWALK REPAIR**

WHEREAS, certain sidewalks within the City of Paris are in a state of disrepair, are missing, or do not connect at various locations, thereby diminishing the aesthetic value of surrounding properties, impeding pedestrian convenience, and posing safety risks to City residents and visitors; and

WHEREAS, the City seeks to address these concerns by offering a cost-sharing program to assist property owners in the repair, installation, removal, and replacement of sidewalks in designated areas;

WHEREAS, the responsibility for maintaining, repairing, and ensuring the safety of sidewalks abutting private properties falls primarily upon the respective property owners, as outlined in existing City ordinances, while the City acknowledges the need to provide financial assistance through a cost-sharing program to support these efforts; and

NOW, THEREFORE, BE IT ORDERED AND RESOLVED by the Board of Commissioners of the City of Paris, Kentucky, as follows:

Section 1: Establishment of Sidewalk Repair Program

A citizen may file an application to be considered for participation in the Sidewalk Repair Cost Sharing Program. The Public Works Superintendent will evaluate whether the sidewalk is eligible for the cost sharing program based on urgency, condition, and feasibility. The Public Works Superintendent may also identify sidewalks requiring repair, installation, or removal and replacement categorized based on urgency, condition, and feasibility. The Superintendent will prioritize high-traffic areas, school zones, and locations with significant pedestrian activity. The program will incorporate input from community members and stakeholders to ensure that repairs align with the most pressing needs of the public.

Section 2: Evaluation Criteria

The Public Works Superintendent shall assess sidewalks which may include factors based on the following criteria:

1. Safety Hazards
 - a. Presence of cracks, holes, or uneven surfaces exceeding ½ inch displacement.
 - b. Sidewalk sections with missing or significantly damaged areas creating tripping hazards.
 - c. Sidewalks are obstructed by overgrown vegetation, utility structures, or debris.
2. Structural Integrity
 - a. Evidence of severe deterioration due to ageing or weather conditions.
 - b. Sunken or uplifted sidewalk sections caused by tree roots or soil movement.
3. Connectivity and Accessibility
 - a. Gaps in sidewalks disrupt pedestrian continuity.
 - b. Non-compliance with ADA (Americans with Disabilities Act) accessibility standards, including lack of curb ramps or excessive slopes.

4. High-Traffic Areas

- a. Sidewalks in proximity to schools, parks, public facilities, and commercial zones.
- b. Areas with significant pedestrian usage, as determined by inspection or public feedback.
- c. Areas with a history of traffic incidents that involve a pedestrian.

Section 3: Property Eligibility

The following properties shall be ineligible for participation in the cost-sharing program:

- a. Properties are designated as abandoned or blighted.
- b. Properties referred by the Paris-Bourbon County Joint Planning Office for unresolved violations of building or maintenance codes, ordinances, or regulations.
- c. Properties with outstanding ad valorem taxes or other unpaid taxes owed to the City, until such debts are fully satisfied.

Section 4: Notification to Property Owners

Upon the establishment of eligibility of a sidewalk, the City may provide written notice to each abutting property owner regarding their right to participate in the cost-sharing program. This notification will include details of the associated costs, the estimated timeline for construction or repairs, and instructions on how property owners can opt into the program.

Section 5: Payment Obligations

- a. Prior to any repair, removal, or replacement of a sidewalk under this program, the property owner must remit their share of the project cost to the City.
- b. Payment must be received no later than thirty (30) days before the scheduled commencement of work.
- c. Failure to make timely payment may result in the exclusion of the property from the program.

Section 6: City Contribution

- a. The City may contribute fifty percent (50%) up to a maximum of \$ 2,500 toward the total cost of repair, removal, and replacement of designated sidewalks.
- b. The City's contribution shall be subject to the annual budgetary allocation and shall not exceed the established maximum funding limit.
- c. The City reserves the right to perform sidewalk repairs itself or to solicit bids and contract the work as needed.

Section 7: Budget Limitations and Priority Allocation

- a. The program will operate within the constraints of the City's fiscal year annual budget allocation.
- b. Once the maximum funding limit has been reached, additional requests shall be placed on a waiting list.

Section 8: Non-Participating Property Owners

- a. Property owners who choose not to utilize the program shall remain subject to existing City ordinances governing sidewalk maintenance and repair.
- b. The City retains the authority to repair, remove, or replace sidewalks and impose liens on ties to recover costs where applicable.

Section 9: Program Duration and Implementation

- a. This cost-sharing program shall be applicable only for fiscal years in which funds are allocated within the City's annual budget.

Section 10: Application Timeline and Review Process

- a. The City shall accept applications for the Sidewalk Repair Cost-Sharing Program during an annual application period, to be determined and publicly announced by the City.
- b. All applications must be submitted within the designated application period to be considered for funding.
- c. Applications will be reviewed on an annual basis by the Public Works Superintendent and evaluated based on the criteria outlined in Section 2.
- d. Selected applications will be approved based on available funding, with priority given to sidewalks in high-traffic areas, school zones, and locations with significant pedestrian activity.
- e. Property owners will be notified of their application status following the closure of the application period.
- f. Any applications not selected due to funding limitations may be placed on a waiting list for reconsideration in the next funding cycle.

Section 11: Compliance with Existing Ordinances

This Municipal Order does not relieve property owners of their obligations under City ordinances requiring the maintenance, repair, removal, or replacement of sidewalks abutting their property. Property owners remain responsible for ensuring that sidewalks adjacent to their property are kept in a safe and accessible condition, free from hazards such as cracks, uneven surfaces, or obstructions that may pose a risk to pedestrians.

Failure to comply with existing ordinances may result in enforcement actions, including citations, fines, or mandated repairs at the owner's expense. The City reserves the right to inspect sidewalks for compliance and issue notices of violation where necessary. Property owners who fail to address required repairs within the designated timeframe may be subject to City intervention, with costs assessed against the property.

Additionally, property owners must adhere to any accessibility requirements outlined in local, state, and federal regulations, including the Americans with Disabilities Act (ADA), to ensure sidewalks remain safe and usable for all individuals, including those with disabilities.

Participation in the cost-sharing program under this Municipal Order does not exempt property owners from future maintenance responsibilities. Once repairs or replacements are completed, property owners must continue to maintain the sidewalk in accordance with all applicable laws and standards.

ENACTED at the Board of Commissioners regular meeting of XXXX, XX, 2025.

CITY OF PARIS

John A. Plummer, Mayor

ATTEST:

Stephanie Settles, City Clerk



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 2025

AGENDA ITEM: Municipal Order 2025-16; Memorandum of Understanding: U.S. Secret Service - Task Force Assignment

DEPARTMENT: Police

RECOMMENDED MOTION: Move to approve Municipal Order 2025-16 authorizing the participation of the Police Department to participate in a U.S. Secret Service task force and authorize the Mayor, City Manager, and City Clerk to execute all required documents.

DESCRIPTION:

The Police Department is requesting consideration from the Board of Commissioners to participate in a U.S. Secret Service Task Force. A current position will be assigned to participate as a Task Force Officer (TFO). This assignment will allow for the staff member to assist in and lead investigations related to Cyber Crimes, Fraud, and Threats. This assignment will bring valuable resources and training opportunities to the department, enhance the capabilities of the local law enforcement, and improve community safety. The staff are not recommending the headcount of the Police Department be increased, but to assign a current staff member.

The attached Memorandum of Understanding (MOU) will allow the U.S. Secret Service to reimburse the City for related overtime costs up to \$15,000, and other expenses such as reimbursement for travel, training, etc.

Some of the benefits of this program include:

1. **Specialized Training:** The TFO will provide advanced training in cutting-edge investigative techniques, particularly focusing on cyber crimes, fraud prevention, and threat assessment. This will enable local officers to handle these complex cases with the most up-to-date knowledge and tools.
2. **Community Safety:** By addressing growing concerns regarding cybercrime and fraud, this position will work to protect citizens and businesses in Paris, ensuring a safer and more secure environment.
3. **Collaboration and Support:** The Secret Service's involvement will bring high-level expertise and resources to the city's police department, increasing the efficiency of investigations and case resolutions.
4. **Enhanced Investigative Capacity:** The TFO will assist in conducting in-depth investigations, providing much-needed support for local authorities when dealing with high-tech crimes and threats that may otherwise be out of their scope.

Participation in the Task Force will greatly benefit both the City of Paris and the Department, strengthening their response to emerging cyber threats and crimes, while building a more secure and knowledgeable community.

REQUESTED BY:

Name: Chief Myron Thomas

**CITY OF PARIS
MUNICIPAL ORDER NO. 2025-16**

**A MUNICIPAL ORDER APPROVING A MEMORANDUM OF UNDERSTANDING
WITH THE UNITED STATES SECRET SERVICE FOR PARTICIPATION
IN A TASK FORCE**

WHEREAS, the City of Paris has periodically engaged in Task Forces with outside agencies to assist in serving the community and the region; and

WHEREAS, there is a request for the Police Department to deputize a member of the department to service on a Federal Secret Service task force for investigations related to Cyber Crimes, Fraud, and Threats; and

WHEREAS, cyber crime is ever increasing and engaging in such task force will provide specialized training, increased community safety, collaboration and support, and enhanced investigation abilities;

NOW THEREFORE, be it ordered by the City Commission of the City of Paris, Kentucky to approve the finalizing of the Memorandum of Understanding with the United States Secret Service and authorize the Mayor, City Manager, and City Clerk are authorized to finalize and execute all necessary documents.

Enacted at the City Commission's regular meeting of February 25, 2025.

CITY OF PARIS, KENTUCKY

John A. Plummer, Mayor

ATTEST:

Stephanie Settles, City Clerk



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 2025

AGENDA ITEM: Contract Termination: Arista - Bill Payment software

DEPARTMENT: Administration

RECOMMENDED MOTION: Move to authorize the termination of the contract with Arista for bill payment software.

DESCRIPTION: On June 22, 2018, the City of Paris signed an agreement with Arista for third-party payment processing services. This service allows customers to make one-time, recurring, or advance payments to pay their City utility payments. An agreement with Arista Information Systems was signed by the City on June 22, 2018, and by the President of Arista Information Systems on 7/31/18. The terms outlined in the agreement state that the effective date would be once operations on Arista have begun. In a review of the records, the implementation date was likely 9/30/2018.

In 2023, staff began reviewing the expansion of payment options. Staff review included participants from Utility Billing, Administration, and the City Clerk/Treasurer. Staff reviewed multiple web-based programs such as Paymentus, KLC Quick Pay, and Arista Information Systems. The program that stood out as the most compatible, user-friendly, and met the department requirements was Paymentus. Features of this program include online QuickPay, customer portals, automated phone payments, E-billing, outbound customer notifications, payments at large retail locations, and in person payments at the City Municipal building.

Municipal Order 2023-37 was approved on December 12, 2023, for the implementation of Paymentus as a third-party payment vendor.

Staff is finalizing the implementation of the new system. The staff is requesting to notify Arista of their intent to cancel the contract, in accordance with the agreement. The current contract provides for an auto-renewal if a notification is not made within 90 days of the expiration of the term. To avoid any concerns due to lack of clarity on the expiration date, staff is seeking to send the notice with the assumption of the earliest renewal date of 6/22/2025.

Arista, the current vendor, will still be utilized for the bill printing and mailing service.

REQUESTED BY:

Name: Aleisha Allen, Utility Billing Supervisor
Kevin Mayhorn, Assistant City Manager

Arista
Third Party Payment Processing
Service Schedule

This Third Party Payment Processing Service Schedule (the "TPPP Service Schedule" or "Agreement") is entered into by and between Arista Information Systems, Inc. ("Arista") and city of Paris, Ky (Arista and Customer each a "Party" and jointly the "Parties"). Arista and Customer agree that, upon the terms and conditions of this Agreement (including its Appendices A, B, C and D, which are hereby incorporated into and made a part of this Agreement by reference as fully as if set forth herein) and of that certain Master Services Agreement ("MSA") executed by the Parties, Arista will provide and Customer shall purchase the following services in connection with the acceptance by Customer of credit card and/or e-check payments by its customers ("End Users"):

- Acting in the capacity of a third party credit card processor as the merchant and necessary intermediary in credit card and e-check Transaction processing;
- Validating credit card numbers and expiration dates and e-check routing numbers;
- Obtaining authorization from the credit card issuer and e-check authorization site;
- Providing confirmation to the End User at the end of the payment Transaction; and
- Transmitting payment information to Customer

(collectively the "Services").

1. Credit Card Convenience Fees. Customer acknowledges that it has been informed of the following available options concerning the application of Credit Card Convenience Fees and selects the option checked below:

☒ Option A. Customer seeks to have Arista charge a Credit Card Convenience Fee to Customer's End Users on all Credit Card Transactions processed by Arista for Customer. Customers selecting this option are not billed for any Credit Card Transaction costs originating on the SEDC Payment Gateway, except to the extent the Customer chooses to subsidize such charges as described in Section 1.1 below and in Appendix B.

OR

☐ Option B. Customer elects to charge its own convenience fee in connection with End User Credit Card Transactions. Arista will collect these and remit to the customer. Customer will continue to be invoiced by Arista for Credit Card Transaction Fees as specified in Appendix C

OR

☐ Option C. Customer elects not to charge any convenience fee to End Users for credit card Transactions and elects not to have Arista charge such a convenience fee to Customer's End Users. Customer will continue to be invoiced by Arista for Credit Card Transaction Fees as specified in Appendix C.

Arista TPPP Service Schedule

1.1 If Customer has selected Option A, Customer acknowledges that it has been informed of the pricing structures available in connection with Arista charging a Credit Card Convenience Fee to Customer's End Users, as set forth in Appendix B, and selects the option checked below:

☐ Option A.1 Customer agrees that Arista shall charge a percentage based fee, and agrees that percentage shall be _____.

OR

☒ Option A.2 Customer agrees that Arista shall charge a flat fee with a ceiling, and selects the following flat fee/ceiling: \$3.50 for up to \$300

Customer further acknowledges that it has been informed of its ability to subsidize a portion of the Credit Card Convenience Fees for its End Users, as explained in Appendix B, and selects the option checked below:

☐ Customer agrees that the full amount of the applicable Credit Card Convenience Fee will be paid by its End Users.

OR

☐ Customer chooses to subsidize part of the Credit Card Convenience Fee as follows:

☐ If Customer has chosen Option A.1, Customer agrees that it shall subsidize ____% of the Credit Card Convenience Fee, with the remainder paid by the End User. The monthly amount billed to the Customer for the subsidy will be calculated by multiplying the total dollar amount of Credit Card Transactions times the subsidy percentage.

☒ Customer chooses to subsidize part of the convenience fee as follows:

If Customer has chosen Option A.2, Customer agrees that it shall subsidize 2.45% of the total dollar amount of the credit card transactions minus \$3.50 per transaction (the remainder) which is paid by the End User. The Customer bill amount for the subsidy is calculated using the total dollar amount of credit card transactions multiplied by the subsidy percentage minus the total number of credit card transactions multiplied by the flat fee.

2. E-Check Convenience Fees. Customer acknowledges that it has been informed of the available options concerning the application of E-Check Convenience Fees, as set forth in Appendix A, and selects the option checked below:

☒ Option D. Customer seeks to have Arista charge an E-Check Convenience Fee to Customer's End Users on all E-Check Transactions processed by Arista for Customer. Customers selecting this option are not billed for any E-Check Transaction costs originating on the SEDC Payment Gateway, except to the extent

Arista TPPP Service Schedule

the Customer chooses to subsidize such charges as described in Section 2.1 below and in Appendix B.

OR

☐ Option E. Customer elects to charge its own convenience fee in connection with End User E-Check Transactions. Customer will continue to be invoiced by Arista for E-Check Transaction Fees as specified in Appendix C.

OR

☐ Option F. Customer elects not to charge any convenience fee to End Users for E-Check Transactions and elects not to have Arista charge such a convenience fee to Customer's End Users. Customer will continue to be invoiced by Arista for E-Check transaction Fees as specified in Appendix C.

2.1 If Customer has selected Option D, Customer acknowledges that it has been informed of the pricing structure available in connection with Arista charging an E-Check Convenience Fee to Customer's End Users, as set forth in Appendix B, and agrees that Arista shall charge a flat fee in the amount of \$ 1.00.

Customer further acknowledges that it has been informed of its ability to subsidize a portion of the E-Check Convenience Fees for its End Users, as explained in Appendix B, and selects the option checked below:

☐ Customer agrees that the full amount of the applicable E-check Convenience Fee will be paid by its End Users.

OR

☐ Customer shall subsidize \$ of the E-Check Convenience Fee, with the remainder paid by the End User. The monthly amount billed to the Customer for the subsidy shall be calculated by multiplying the total number of E-Check Transactions times the subsidy dollar amount.

3. Definitions. For purposes of this Agreement, the following definitions shall apply unless the context clearly indicates otherwise. All capitalized terms used in this Agreement that are not defined in this Section shall have the definitions set forth elsewhere herein or in the MSA between the Parties.

(a) "Association" shall mean any entity formed to administer and promote credit or debit cards, including without limitation MasterCard International, Incorporated, Visa U.S.A., Inc. and Visa International.

(b) "Association Rules" shall mean the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Association.

Arista TPPP Service Schedule

(c) "Chargeback" shall mean the procedure by which a sales draft or other indicia of a Transaction is returned to Arista.

(d) "Convenience Fee" shall mean a charge by Arista to an End User for making either a Credit Card Transaction (a "Credit Card Convenience Fee") or an E-Check Transaction (an "E-Check Convenience Fee").

(e) "E-Check Rules" shall mean all policies, procedures, operating rules, agreements or federal or state laws and regulations applicable to e-check Transactions, including the rules and operating guidelines of the National Automated Clearing House Association.

(f) "End User" shall mean a customer of Customer that enters or has entered into one or more Transactions.

(g) "Operating Procedures" shall mean the then-current manual, if any, prepared by Arista containing operational procedures, instructions and other directives related to the Services and to Transactions.

(h) "SEDC" shall mean Southeastern Data Cooperative, Inc.

(i) "SEDC Payment Gateway" shall mean the Internet site maintained by SEDC on behalf of Arista on Customer's behalf and used by End Users to make payments to Customer through Transactions.

(j) "SEDC System" shall mean the SEDC third-party payment processing system.

(k) "Settlement Account" shall mean an account at a financial institution designated in writing by Customer as the account to be debited and credited by Arista for Transactions, fees, Chargebacks and other amounts due under the Agreement or in connection with the Agreement.

(l) "Transaction" shall mean the acceptance of a credit card payment (a "Credit Card Transaction") or of an e-check payment (an "E-Check Transaction") from an End User by Arista via the SEDC System on behalf of Customer.

4. Arista Services and Service Fees.

4.1 Services Available to Customer from Arista. Customer agrees that Arista will provide the following services (the "Services") to Customer in connection with Customer's acceptance of credit card and e-check payments from End Users pursuant to the SEDC System:

(a) Acting in the capacity of a third party credit card and e-check processor as the merchant and necessary intermediary in credit card and e-check transaction processing; and

Arista TPPP Service Schedule

- (b) Validating credit card numbers and expiration dates and bank routing numbers; and
- (c) Obtaining authorization from the credit card issuer and e-check authorization site; and
- (d) Providing confirmation to the End User at the end of the payment transaction; and
- (e) Transmitting payment information to Customer.

4.2 Service Fees Charged to Customer by Arista. Customer is responsible for all applicable service fees as set forth in Appendix A.

5. Convenience Fees Charged by Arista to End Users.

(a) If Customer has selected Option A and/or Option D, Customer agrees to allow Arista to charge the applicable Credit Card or E-Check Convenience Fee on all Transactions. The Convenience Fee (less any applicable subsidy by Customer) will be charged to any End User of Customer at the time an End User pays its bill with a credit card and/or e-check pursuant to the SEDC System, and the End User will be notified of the applicable Credit Card or E-Check Convenience Fee by the SEDC System immediately prior to making such a payment.

(b) End Users will be informed of the applicable Credit Card or E-Check Convenience Fee amount by Arista before the End User authorizes payment on the SEDC System. The Credit Card or E-Check Convenience Fee is in addition to any charges, including late fees or interest charges, that may be assessed by the credit card issuing bank. End Users will not be allowed to complete a Transaction until they agree to the total payment amount, including the Credit Card or E-Check Convenience Fee.

(c) Customer agrees that before implementation of the SEDC System Customer will make reasonable efforts to notify its End Users that End Users will be charged a Credit Card or E-Check Convenience Fee when they make a payment by credit card or e-check, as applicable. Customer shall use one or more of the following methods to achieve such notification, together with any additional methods Customer elects: (i) Customer's web site for End Users; (ii) Customer's newsletters; and (iii) bill statement inserts.

(d) The Credit Card or E-Check Convenience Fee pricing schedule and amount can only be changed by written agreement between Arista and Customer at six month intervals during the Term of the Agreement.

(e) The amount of Customer subsidization, if any, can be changed unilaterally by the Customer at no less six month intervals during the Term of the Agreement.

6. No Convenience Fee Charged by Arista to End Users. If Customer has selected Option B or Option C and/or Option E or Option F (or a Customer who has selected Option A or Option D nonetheless processes a Transaction without assessing the

Arista TPPP Service Schedule

applicable Arista Convenience Fee), Customer shall be responsible to Arista for all applicable fees as set forth in Appendix C, and Customer recognizes and agrees that Arista is not responsible for obtaining any convenience fee from Customer's End Users for the applicable Transactions..

7. Arista Fees and Invoices.

(a) All fees charged by Arista for the Services and related items will be set forth in an invoice sent to Customer by the fifteenth (15th) day of each month, with payment due within ten (10) days after Customer's receipt of the invoice. At Arista's election, any such fees may be set forth as a line item in invoices sent to Customer pursuant to separate existing agreements between Arista and Customer.

(b) The fees charged by Arista and the prices of all Services and related items provided to Customer may be modified from time to time by Arista upon thirty (30) days' prior written notification to Customer.

8. Transaction Procedures.

8.1 Settlement.

(a) Settlement Account. Customer's Transactions will be settled promptly, and Customer will receive payment of settlement funds in its Settlement Account through automated clearing house credit. Customer shall provide thirty days' prior written notice to Arista of any change in the location or account number of its Settlement Account.

(b) Transaction Settlement. All settlements for Transactions will be net of credits/refunds, adjustments, Chargebacks, and any other amounts due from Customer at the time of settlement. All credits to Customer's Settlement Account are provisional and are subject to, among other things, Chargebacks (including related losses of Arista and its Affiliates), fees and fines imposed by the Associations or other third parties. Customer agrees that Arista may debit or credit Customer's Settlement Account for any deficiencies, overages, fees and pending Chargebacks, or may deduct such amounts from settlement funds due to Customer. Alternatively, Arista may elect to invoice Customer for any such amounts.

8.2 Operating Procedures. The general procedures for transactions are set forth in Appendix D. From time to time Arista may provide more detailed Operating Procedures to Customer that govern the procedures for Transactions and Services. In the absence of such Operating Procedures, the provisions of this Agreement will govern such procedures. Customer agrees to follow all requirements of this Agreement or, as applicable, the Operating Procedures, in connection with Transactions and to comply with all applicable Association and E-Check Rules as Arista may communicate them to Customer from time to time.

8.3 Transaction Errors.

(a) Customer shall promptly notify Arista of any error or discrepancy in any Transaction upon receiving written or electronic documentation or statements evidencing such Transactions. Customer agrees to provide Arista with all information Arista reasonably requests in connection with investigating any error or discrepancy.

(b) Customer and Arista agree that thirty (30) days is a reasonable period of time for Customer to notify Arista of errors and discrepancies unless any other applicable policy, procedure, operating rule, agreement or law provides for a shorter notification period, in which case such shorter period shall apply. If Customer fails to notify Arista in writing of any error or discrepancy within thirty (30) days, or within such shorter applicable period, after transmittal by Arista of the documentation or statement reflecting such error or discrepancy, Arista shall have no responsibility in assisting Customer with resolving such error or discrepancy with any third party.

8.4 Responsibility for Errors of Third Parties. Arista shall not be held liable for any delays in Customer's receipt of funds from Transactions or errors in debit and credit entries caused by third parties, including but not limited to Customer's financial institution. Arista shall not be held responsible for errors, acts, or failures to act of third parties, including but not limited to financial institutions, communication carriers, Internet providers, or clearing houses through which Transactions are originated, and no such third party shall be deemed an agent of Arista.

9. Chargebacks and Third Party Charges.

9.1 Responsibility for Chargebacks. Customer shall be responsible for all Chargeback amounts, adjustments and related costs associated with Transactions, regardless of the reason for any such Chargeback amount. Arista may debit the actual or contingent Chargeback amount from Customer's settlement funds or from Customer's Settlement Account. In the event Customer obtains a reversal of any Chargeback, Arista will credit Customer's Settlement Account with the amount of such reversal.

9.2 Chargeback Adjustment. If Customer believes that any adjustment should be made with respect to a Chargeback, Arista shall not have any obligation to investigate or effect any such adjustments, but in its discretion may assist Customer in requesting an adjustment. Any voluntary efforts by Arista or its Affiliates to assist Customer in investigating such matters shall not create an obligation to continue such investigation, and neither Arista nor its Affiliates shall be liable for any failure to obtain an adjustment of any Chargeback.

9.3 Third Party Fines, Penalties and Fees. Customer agrees to pay Arista any fines and penalties imposed on Arista or its Affiliates by any Association or third party resulting from Chargebacks and any other fines, penalties and fees imposed by an

Arista TPPP Service Schedule

Association or third party with respect to acts or omissions of Customer, any violation of Association Rules by Customer, or any action or inaction by Customer that causes Arista or its Affiliates to be in violation of Association Rules or to incur fines, penalties and fees pursuant to an agreement between Arista or its Affiliates and any third party related to the Services. Arista may debit the amount of any such fines, penalties and fees from Customer's settlement funds or from Customer's Settlement Account.

9.4 Investigation. In the event Arista is required to respond to transaction documentation requests from an Association, financial institution or other entity in connection with Customer's request for adjustment of a Chargeback or a fine, penalty or fee, and Arista requests Customer for documentation, it is Customer's responsibility to respond to such request within five (5) days from the initial request.

9.5 Other Transactions. Customer is responsible for any fees for credit and debit card and e-check transactions not processed through the SEDC Payment Gateway with a SEDC convenience fee.

10. System Operations and Security Procedures.

10.1 System Operations. Except to the extent Arista or its Affiliates provide software or equipment to Customer pursuant to one or more separate agreements between the Parties, Customer at its own expense shall provide and maintain the equipment, software, services and testing necessary to accomplish Transactions and to receive Transaction confirmations effectively and reliably.

10.2 Security Procedures. Each Party shall use commercially reasonable security procedures to ensure that all Transactions are authorized and to protect its business records and data from improper access. Customer agrees to comply with any security-related procedures required by Arista as such procedures may be revised from time to time.

11. Term and Termination.

11.1 Term. The initial term of this TPPP Service Schedule is twelve (12) months, commencing on the date that the SEDC System is installed and made operational for Customer. This Agreement will automatically renew for successive one (1) year terms unless either Party provides written notice of termination to the other Party at least ninety (90) days prior to the end of the then-current term. Any automatic renewal of this Agreement pursuant to this Section shall be made upon the then-existing terms and conditions, except that prices of all Services and related items provided to Customer shall be in accordance with Arista's then-current pricing schedule.

11.2 Termination. Either Party may terminate this Agreement upon ten (10) days' prior written notice in the event of the material breach of the Agreement by the other Party.

Arista TPPP Service Schedule

11.3 The parties to this contract agree that this contract is governed by the law of Georgia and the exclusive venue for the resolution of any dispute under the terms and conditions of this contract.

[Signatures are on the following page.]

Arista TPPP Service Schedule

IN WITNESS WHEREOF, the Parties, intending to be legally bound by the terms and conditions contained herein and by the terms and conditions of their MSA, have executed this Third Party Payment Processing Service Schedule to be effective on the last date indicated below.

ARISTA

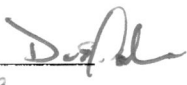
By: 

Title: PRESIDENT

Date: 7/31/18

CUSTOMER:

City of Paris, Ky.

By: 

Title: CITY MANAGER

Date: JUNE 22, 2018

Appendix A
Arista Service Fees

1. Credit Card Merchant ID Set-up (one time)	Waived
2. Optional E-Check Set-up (one time)	Waived
3. Monthly EBP Service Fee	Waived
4. EBP PDF Image Fee	\$0.01 per image*
*Waived if Customer pays Arista Print and Mail PDF Per Image Fee	
5. Optional PDF Image Storage Fee (after 12 th month)	\$0.0001
6. Programming Charges (After Set-Up)	\$150.00 per hour

Appendix B

Arista Convenience Fee Pricing

Customers choosing to have Arista charge a Credit Card or E-Check Convenience Fee to the Customer's End Users agree to implement one of the following pricing schedules as the mutually agreed upon Credit Card or E-Check Convenience Fee that will be charged to their End Users.

Option A.1

Percentage Based Credit Card Convenience Fee. Arista will charge Customer's End Users a percentage-based fee for each Credit Card Transaction.

Option A.2

Flat Credit Card Convenience Fee with a Ceiling. Arista will charge Customer's End Users a flat fee with a ceiling for each Credit Card Transaction. \$1.95 per first \$100; \$2.95 for 100.01-\$200; Max at \$200

Option D

Flat E-Check Convenience Fee. Arista will charge Customer's End Users a flat fee for each E-Check Transaction. \$1.00 no limit per e-check

Subsidization

A Customer can either have End Users pay the full amount of the Credit Card or E-Check Convenience Fee, or a Customer can elect to subsidize a portion by agreeing to pay some amount of that Credit Card or E-Check Convenience Fee, in which case, the amount an End User must pay to make a Credit Card or E-Check Transaction will be reduced by the amount of the subsidy. A subsidy can be designed whether the Customer chose Option A.1, A.2, or D. For example:

- If a Customer has chosen Option A.1 with a 2.45% percentage based Credit Card Convenience Fee but elects to subsidize 1.00% of the fee, then an End User making a Credit Card Transaction will be charged a Credit Card Convenience Fee of only 1.45% of the Transaction amount.
- If a Customer has chosen Option A.2 with a \$4.93 flat fee and a \$200.00 ceiling but elects to subsidize \$2.00 of the fee, then an End User making a \$150.00 Credit Card Transaction will be charged a Credit Card Convenience Fee of only \$2.93.
- If Customer has chosen Option D with a \$5.00 flat fee but elects to subsidize \$2.00 of the fee, then an End User making an E-Check Transaction will be charged an E-Check Convenience Fee of only \$3.00.

Change in Convenience Fee or Amount of Subsidization

Once Customer has chosen Option A.1, A.2 or D, Customer only can change it at six (6) month intervals and with Arista's agreement, but the Customer can change any subsidy at

Arista TPPP Service Schedule

six (6) month intervals at its sole discretion.

Appendix C Transaction Fees

Credit Card Transaction Fees

1. **Assessment Fee** (amount charged by credit card associations) is passed through to the Customer.
2. **Interchange Fee** (amount charged by issuing banks) is passed through to the Customer.
3. **Processing Fee** is charged to the Customer based on monthly dollar volume and number of Credit Card Transactions as listed below:

Tier 5	\$ 1,500,000	\$ Volume	0.06%
Tier 5	7000	# of Trans	\$0.30
Tier 4	\$ 600,000	\$ Volume	0.11%
Tier 4	2500	# of Trans	\$0.15
Tier 3	\$ 400,000	\$ Volume	0.16%
Tier 3	1500	# of Trans	\$0.20
Tier 2	\$ 200,000	\$ Volume	0.26%
Tier 2	750	# of Trans	\$0.30
Tier 1	\$0.00	\$ Volume	0.41%
Tier 1	0	# of Trans	\$0.35

E-Check Transaction Fees

E-Check Transaction Fee is charged to the Customer based on the monthly numbers of E-Check Transactions and of e-check returns as listed below:

<u>Number of Transactions</u>	<u>Cost Per Transaction</u>
0-999	\$0.60
1000-1999	\$0.50
2000 and up	\$0.40
Minimum Transaction-based charge	\$30.00

<u>Number of E-Check Returns</u>	<u>Cost Per Return</u>
0-29	\$10.00
30-69	\$8.00
70 and up	\$5.00

Appendix D

PRICING AND PROCESS CREDIT CARD SERVICES

Credit cards processed pursuant to this Service Schedule will obtain authorizations through the processor as each End User enters valid credit card information into the application. Each night all approved credit card transactions automatically settle at the credit card processing center. Funds then clear into the master merchant account dedicated to this process. Arista will report to Customer the total dollar amount and total number of payments that settled on a given day. An ACH transaction will be set up to electronically deposit the credit card funds to the bank account specified by Customer.

Visa and MasterCard transactions will be deposited into Customer's bank account 2 bank days after the payment took place, and Discover and American Express transactions will be deposited in the bank account 3 bank days after the payment took place. All deposit dates and dollar amounts are specified in a Credit Card Daily Reconciliation Report Arista will provide to the Customer.

The exchange rates charged by the credit card associations vary depending on the type of credit card used, industry, and category of the card. For example, Visa cards use different rates than MasterCard, and both Visa and MasterCard have different categories structured for a particular transaction within a given industry. Arista or its affiliate has arranged to obtain these authorizations as a cost plus agreement. This means the actual interchange and assessment fee will be charged plus a fee. Appendix C sets forth the current fees. Customer's total exchange rates will be based on the "SIC" code for the applicable industry.

PRICING AND PROCESS E CHECK SERVICES

Electronic checks processed pursuant to this Service Schedule will obtain authorizations through the processor as each End User enters valid bank routing information into the application. Arista will settle these transactions on a periodic basis and clear the funds into a master bank account. Arista will report to the Customer the total dollar amount and total number of transactions that settled on a given day. An ACH transaction will be arranged to electronically deposit the e-check funds to the bank account specified by Customer.

E-Check transactions will be deposited into Customer's bank on the 3rd business day after the payment transaction takes place. All deposit dates and dollar amounts are specified in an E-Check Daily Reconciliation Report we will provide to Customer.

E-Check Returns will be provided to Customer in an E-Check Daily Return Report and will be debited from the Customer's bank account the next business day via an ACH transaction.

There is a \$30.00 monthly minimum charge for use of the e-check application. This minimum does not include any return check charges.



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 2025

AGENDA ITEM: Brownfield Projects Update

DEPARTMENT: City Manager

RECOMMENDED MOTION: No motion required. Informational only.

DESCRIPTION: The City Manager will provide an update on recent activity related to Brownfield redevelopment projects for the City of Paris.

Redevelopment of the Old Transfer Station:

As we wind down the construction of the new facility, staff will continue to work through the process to properly shut down the current location. Through the EPA, the testing related to Phase II has been completed. The report of results has not been received and staff are unsure of the timeline for completion. Staff will provide updates as they receive them.

SWIFR Grant:

Staff has submitted the application for the Solid Waste Infrastructure for Recycling. The requested funding is \$518,500 for additional equipment and items to enhance service at the new facility. This grant determination has not been awarded. The EPA is scheduled to begin application reviews in Spring or Summer of 2025. Awards are not anticipated until Winter 2025.

Brownfield Assessment Coalition Grant:

The City has partnered with the Bluegrass Area Development District and Estill County to complete a FY25 EPA Brownfield Assessment Coalition grant. The requested funding is \$1,200,000, which would be shared among the involved communities if awarded. The grant determination has not been awarded and are not anticipated to be awarded until Summer 2025.

National Parks Service: The City continues to collaborate with the National Parks Service on four master plans. One of them included the visioning of the redevelopment of the old Transfer Site location. Attached is the most recent rendering they have proposed based on community feedback. The City is seeking this project to continue through the National Parks Service process and anticipates the National Parks Service staff to be back on site in Spring or Summer.

Technical Assistance - Funding and Financing: The EPA has recently funded Technical Assistance for the City of Paris to identify Funding and Financing Sources for future needs for the redevelopment of the old Transfer Station site. Attached is a report they have compiled including a list of potential funding sources to be used in future consideration of the project. This work was completed by EPA consultants, Adaapta.

Redevelopment Website: The City has been working with ICMA, a consultant with EPA to create a Brownfields & Redevelopment website to highlight the City's efforts on these projects. This website is intended to assist with securing Assessment and Clean up grants. A preview of the site can be seen at www.paris-ky-

redevelopment.org. Once finalized, this will be linked to the City's main website. This page will also include a link to the recent documentary about the relocation of the Transfer Station created by Meerkat Media.

REQUESTED BY:

Name: Jamie Miller, City Manager



PARIS CITY COMMISSION AGENDA ITEM

Commission Meeting Date: February 25, 2025

AGENDA ITEM: January Financials: General and Utility Fund

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve December financial reports as presented reflecting General Fund revenues of \$8,667,482 with expenses of \$8,154,090 and Utility Fund revenues of \$11,544,434 with expenses of \$11,204,354.

DESCRIPTION: At January 31, approximately 215 out of 365 days of Fiscal Year 2025 had elapsed; this equates to 58.9% days elapsed.

General Fund financial reports as presented reflect revenues of \$8,667,482 or 63.1% of budgeted revenues with expenses of \$8,154,090 or 59.2% of budgeted expenses. Revenues exceed expenses by \$513,391.

Utility Fund financial reports as presented reflect revenues of \$11,544,434 or 40.7% of budgeted revenues. Expenses total \$11,204,354 or 38.7% of budgeted expenses. Revenues exceed expenses by \$340,080.

General fund operating cash at the end of January totaled \$7,384,965. In addition, the General Fund is holding \$3,039,144 in CDs, factoring in accrued interest CD values of approximately \$3,090,811. The year-to-date rate of return on savings equals approximately 2.15%.

Utility fund operating cash at the end of January totaled \$625,452. In addition, the Utility Fund is holding \$514,149 in CDs, factoring in accrued interest CD values of approximately \$523,173. The Utility Fund also maintains approximately \$2,988,000 in bond proceeds funds with the Bank of New York. The year-to-date rate of return on savings equals approximately 2.52%.

Analyzing the General Fund's trailing twelve-month revenues, there is an overall increase year over year of approximately \$636,519, a 7.3% increase, of which Insurance License Fees, Occupational Licenses, and Real Property Taxes were the main drivers.

Utility revenues for Water saw an 8.32% increase and Sewer an 8.86% increase. Both are trending in line with projections based on new rates implemented in September. Electric revenues are showing a 3.79% increase, which is trending behind projections based on a decrease in demand.

REQUESTED BY:

Name: Sheigh Hurst, Finance Coordinator