CARLTON GERRELL, MAYOR
KIM FOSTER, CITY MANAGER
FRED MCLEAN, ATTORNEY

JACKIE JONES, VICE MAYOR
GAYLE GRIFFITH, COMMISSIONER
SAM THARPE, COMMISSIONER
JOHN ETHERIDGE, COMMISSIONER

BOARD OF COMMISSIONERS MEETING MINUTES
CITY OF PARIS, TENNESSEE
November 4, 2021
5:00 P.M.

The Board of Commissioners of the City of Paris, Tennessee held a Regular Meeting at 5:00 p.m. on Thursday, November 4, 2021, in the Paris City Hall Courtroom.

The Meeting was called to order by Mayor Carlton Gerrell with the following roll call:

Present: Mayor Carlton Gerrell
Vice Mayor Jackie Jones
Commissioner Gayle Griffith
Commissioner Sam Tharpe
Commissioner John Etheridge

Also Present: City Attorney Fred McLean
City Manager Kim Foster
Community Development Director Jennifer Morris
Building Inspector / Codes Lowell Schrader
Finance Director Traci Shannon

Absent: Administrative Assistant Jessica Crouch

Media: Ken Walker, Paris Post Intelligencer

Commissioner Sam Tharpe led the meeting with the Pledge of Allegiance followed by a prayer led by Commissioner John Etheridge

APPROVAL OF MINUTES: October 7, 2021, Regular Meeting Minutes

DISCUSSION: None

ACTION: Commissioner Sam Tharpe made a motion, seconded by Commissioner John Etheridge to approve the minutes as presented.

VOTE: Unanimous

COMMENTS FROM CITIZENS:

The first comment was from Julie Leach who manages a property at 1220 Dunlap Street. In the rear of the property, there is an adjoining neighbor who buys and sells dogs with an approximation of 10-20 dogs in the backyard at one time. She states there is a problem with barking, smell, and flea infestation from a neighbor next door. The homeowner wrote a letter asking the commission to consider limiting the number of dogs allowed outside at any one residence. Mayor Carlton Gerrell requested staff to research this issue with a resolution. Lowell Schrader, Building Inspector/Codes stated that on the initial call, himself and Animal Control Officer Mark Mead went out to the home to inspect. He stated there was a problem with odor and large number of dogs in cages. The individuals have since then made positive changes to their property.

COMMENTS FROM THE COMMISSION:

The first comment was from Commissioner John Etheridge regarding Spooktacular. Praise to the City of Paris Parks Department and Rhonda Stanton on the great event that was held at Eiffel Tower Park.

SERVICE RESOLUTIONS AND PROCLAMATIONS: None

NEW BUSINESS:

NEW BUSINESS
AGENDA ITEM NO.1
Financial Update

Narrative to September 2021 Operating Statement

Our retail sales tax revenue continues to be strong. It was ahead 6.16% for the month of August compared to last August and it is also up 6.01% fiscal year-to-date.

The first quarter of FY2022 reflected a deficit in our General Fund. We did have a few large expenses during the month of September that included $186K for Fire Dept air packs, $127K for pickle ball court expenses, and $31K for building/property insurance. Next month, revenue from property taxes should catch us up some. They were mailed out by the state on October 1st.

A total of 3,653 ESN122 Fire Fee notices were mailed and due payable by September 30th. We collected about 50% of the amount billed, which is the average we typically receive each September. We usually collect an additional 10-15% by the end of the fiscal year.

Other Business:

Personnel changes in September:

New Employees (5): Two full-time (Police Officers), Three part-time (Civic Center Lifeguards)

Resignations (0): None

We issued three business licenses in September:

New Business (2): Southern Grace, TN Living Realty

Minimal License Renewal (1): Londyn Kate Boutique

CITY OF PARIS, TENNESSEE
RETAIL SALES TAX REVENUE

	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	% Incr(Decr)
JULY	$748,999	$791,918	$787,901	$802,267	$898,979	$951,793	5.87%
AUGUST	$738,171	$775,581	$790,533	$799,378	$843,541	$895,516	6.16%
SEPTEMBER	$791,866	$812,873	$774,425	$797,992	$888,921		
OCTOBER	$732,345	$777,777	$761,812	$761,453	$873,733		
NOVEMBER	$770,351	$821,637	$809,116	$807,105	$874,641		
DECEMBER	$999,663	$927,868	$960,027	$957,286	$1,097,412		
JANUARY	$674,764	$689,391	$665,013	$713,906	$844,826		
FEBRUARY	$684,426	$697,202	$704,313	$727,380	$719,938		
MARCH	$840,859	$840,412	$877,659	$840,175	$1,101,592		
APRIL	$792,642	$774,320	$849,875	$865,360	$1,040,359		
MAY	$796,500	$840,600	$863,697	$949,140	$1,005,346		
JUNE	$871,656	$849,365	$873,145	$966,861	$1,013,926		
TOTAL	$9,442,243	$9,598,946	$9,717,515	$9,988,303	$11,203,215	$1,847,309	
Previous YTD % Increase/Decrease	2.52%	1.66%	1.24%	2.79%	12.16%	6.01%	

MONTHLY OPERATING STATEMENT
September 2021

REVENUES		Annual Budget	Current Month	Yr to Date	Percent Realized
Property Taxes		1,702,000	3,529	14,274	0.84%
Local Option Sales Tax		5,135,950	468,757	1,461,060	28.45%
Wholesale Liquor / Beer		800,000	81,966	256,807	32.10%
Business Tax		375,000	10,311	19,164	5.11%
Fees & Licenses		163,500	2,195	38,740	23.69%
In Lieu Payments		880,250	60,795	182,385	20.72%
Grants		2,231,600	0	126,510	5.67%
State Shared taxes		1,529,500	135,069	446,695	29.21%
All Other		1,699,850	191,333	571,612	33.63%
Total General Fund Revenue		**14,517,650**	**953,955**	**3,117,248**	**21.47%**
Solid Waste Collection - BPU		1,225,000	105,222	310,756	25.37%
Solid Waste Disposal - Transfer		350,000	35,500	103,367	29.53%
Other Revenue		400	4	146	36.46%
Total Sanitation		**1,575,400**	**140,725**	**414,269**	**26.30%**
Gate Receipts - Brush & Debris		130,000	14,478	41,855	32.20%
County Share Operating Exp		35,000	0	0	0.00%
Gate Receipts - Tires		5,000	203	1,408	28.16%
Other Revenue		30,500	191	31,062	101.84%
Total Landfill		**200,500**	**14,872**	**74,325**	**37.07%**
		60,050	**1,181**	**9,792**	**16.31%**
TOTAL REVENUES		**16,353,600**	**1,110,733**	**3,615,634**	**22.11%**

EXPENDITURES		Annual Budget	Current Month	Yr to Date	Percent Realized
Grants & Donations		261,622	46,392	53,175	20.33%
General Administration		390,037	33,341	118,054	30.27%
Economic Development		159,592	12,182	36,712	23.00%
Elections		0	0	0	#DIV/0!
Financial Administration		323,659	23,690	82,460	25.48%
City Hall Building		99,718	12,418	32,051	32.14%
Police Department		2,187,535	146,888	535,266	24.47%
Emergency Communications		722,210	54,810	171,075	23.69%
Fire Department		1,884,160	313,340	617,064	32.75%
Building Inspection		112,714	6,719	25,223	22.38%
Street Maintenance		1,821,352	121,318	524,448	28.79%
State Street Aid		700,000	10,248	26,718	3.82%
Storm Water Management		74,270	2,249	9,497	12.79%
Street Lighting		95,800	11,486	22,390	23.37%
City Garage		320,183	19,732	79,037	24.68%
Cemetery Maintenance		66,800	8,400	25,200	37.72%
Health & Animal Control		177,219	13,947	44,661	25.20%
Civic Center		676,021	35,797	127,729	18.89%
Parks & Recreation		1,082,648	197,890	416,910	38.51%
Library		171,487	28,581	57,162	33.33%
Community Development		2,725,100	27,128	65,346	2.40%
Debt Service		803,295	12,773	135,708	16.89%
General Fund Expenditures		**14,855,422**	**1,139,329**	**3,205,885**	**21.58%**
Sanitation Collection		1,356,706	73,919	281,281	20.73%
Contractual Services		630,000	60,850	178,609	28.35%
Total Sanitation		**1,986,706**	**134,769**	**459,890**	**23.15%**
Total Landfill		**201,078**	**15,757**	**51,124**	**25.42%**
Total Drug Fund		**92,500**	**3,751**	**4,343**	**4.69%**
TOTAL EXPENDITURES		**17,135,706**	**1,293,605**	**3,721,242**	**21.72%**

REVENUES OVER / (UNDER) EXPENDITURES	Current Month	Yr to Date
General Fund	**(185,374)**	**(88,638)**
Sanitation	**5,956**	**(45,621)**
Landfill	**(885)**	**23,201**
Drug Fund	**(2,570)**	**5,449**

NEW BUSINESS
AGENDA ITEM NO. 2
Appointments to Boards

No appointments to boards.

NEW BUSINESS
AGENDA ITEM NO. 3
Interlocal Agreement with the HCSS Regarding Harding Road Repairs

DISCUSSION: As a result of the construction project at the HCHS Patriot football stadium and some unexpected complications, there was a lot more heavy truck traffic on Harding Road than anticipated during the project which resulted in severe damage to the pavement. Although the City is ultimately responsible for the condition of all city streets, the HCSS acknowledged their responsibility for the damage and agreed to reimburse the City for the repairs. Following is an agreement drafted by Robert Whitfield, HC Attorney, which outlines the conditions under which the HCSS and the City will accomplish the needed repairs.

ACTION: Motion made by Commissioner Sam Tharpe, seconded by Vice Mayor Jackie Jones to authorize the City Mayor and City Manager to execute the document regarding the Interlocal Agreement with the HCSS regarding Harding Road repairs.

VOTE: Unanimous

Exhibit A

INTERLOCAL AGREEMENT BETWEEN HENRY COUNTY BOARD OF EDUCATION AND CITY OF PARIS RE: REPAIR OF HARDING ROAD

This Agreement is made this _____ day of _____, 2021, by and between the Henry County Tennessee Board of Education (hereinafter "BOE"); and the City of Paris, Tennessee (hereinafter "CITY").

WHEREAS, the BOE operates a high school located within the corporate limits of CITY at 315 S Wilson St, Paris ("HCHS"); and

WHEREAS, HARDING ROAD (hereinafter "Road") is a public CITY road used commonly used to access HCHS; and

WHEREAS, BOE has determined that the Road requires certain repairs to enable students to safely access HCHS; and

WHEREAS, the CITY has requested that BOE provide the CITY financial assistance in the amount of **$23,409.10** to repair the Road; and

WHEREAS, the BOE is willing to provide the requested financial assistance because the Road is an essential means of access to and from HCHS and therefore repair of the Road is an educational purpose; and

WHEREAS, the CITY will utilize the financial assistance to repair and maintain the Road;

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

ARTICLE I
PURPOSE

1.01 Purpose: The purpose of this Agreement is to provide for the repair of the Road.

ARTICLE II
SERVICE PROVIDED

2.01. Road Repair: Within 120 days of all parties' approval of this Agreement, CITY will repair the Road; and

ARTICLE III
RESPONSIBILITY OF THE PARTIES

3.01 Repairs: CITY will repair the Road such that the entirety of the Road meets the current CITY codes and the road standards of the CITY Public Works Department. CITY shall be solely responsible for the repairs.

ARTICLE IV
COST AND FINANCES

4.01 Impact Payment: BOE agrees to pay CITY the sum of **$23,409.10** to offset cost of the Road repair (the "Impact Payment").

ARTICLE V
DURATION, TERMINATION & LIMITATION OF AGREEMENT

5.01 Duration: This Agreement shall commence upon approval by CITY and BOE and expire upon the earlier of completion of Road repairs or 120 days.

5.02 Termination: Except as otherwise specifically provided herein, CITY or BOE may terminate this Agreement upon at least ninety (90) days written notice.

5.03 CITY Obligations at Termination: If BOE has tendered the Impact Payment to CITY, CITY's obligation to complete repair of the Road shall survive the termination of this Agreement.

5.04 Limitation: This Agreement is limited to this particular repair of the Road specified herein. This Agreement shall not be interpreted to constitute BOE's agreement to pay for future repairs to the Road or of any other public road used to access the high school or any other school or facility operated by BOE.

ARTICLE VI
AMENDMENTS

6.01 Conditions for Amendments: This Agreement may be amended, supplemented or modified at any time only by written agreement of the BOE and the CITY. It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing, and signed by the Parties hereto, and that any oral understandings or agreements that are not incorporated herein, shall not be binding on either party.

ARTICLE VII
PERFORMANCE OF AGREEMENT

7.01 Compliance with all laws: CITY shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation all those pertaining to services, wages and hours, confidentiality, disabilities and discrimination.

ARTICLE VIII
DISPUTES

8.01 Governing Law: This Agreement shall be governed exclusively by the laws of the State of Tennessee.

8.02 Conflict: In the event of conflict among the terms and conditions of this Agreement and federal, state or local law, the inconsistency shall be resolved by giving precedence of interpretation in the following order:

1. Applicable federal case law, statutes and regulations; then
2. Applicable state case law, statutes and regulations; then
3. The specific terms and conditions of any appendix attached hereto; then
4. The terms and conditions of this Agreement.

8.03 Waiver Limited: A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Party. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

ARTICLE IX
GENERAL PROVISIONS

9.01 Assignment: The Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

9.02 Entire Agreement: This Agreement constitutes the entire agreement between the Parties. There are no understandings or agreements between the Parties other than those set forth in this Agreement. No other statement, representation or promise has been made to induce the Parties to enter into this Agreement.

9.03 Invalid Provisions: The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

9.04 No Joint Venture or Partnership: It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

ARTICLE X
INDEMNIFICATION AND HOLD HARMLESS

10.0 Indemnification by CITY: CITY does hereby agree to hold harmless and defend BOE from all claims and liability due to the negligent acts, errors, or omissions of the CITY, its agents and/or employees.

10.02 Indemnification by BOE: BOE does hereby agree to hold harmless and defend CITY from all claims and liability due to the negligent acts, errors or omissions of BOE, its agents and/or employees.

10.03 Waiver of Liability for Existing Damage to Road. In consideration of the Impact Payment and BOE's entry into this Agreement, CITY hereby releases and holds harmless BOE with respect to any existing damage to the Road which may be attributable to the construction (or other) traffic of BOE, its contractors, agents, and/or employees.

[*Remainder of page intentionally blank.*]

IN WITNESS WHEREOF, the parties enter into this Agreement by and through their undersigned officials who have been duly authorized by their respective governing bodies to execute this Agreement.

Henry County Board of Education Chair	**Date**
Henry County Board of Education Director	**Date**
Paris City Mayor	**Date**
Paris City Manager	**Date**

NEW BUSINESS
AGENDA ITEM NO. 4
Resolution to Discontinue Probationary Period for Enrollment in TCRS

DISCUSSION: City Manager, Kim Foster recaps the conversation from September City Commission meeting regarding the City Retirement Program (TCRS). This resolution will allow the City to discontinue the six-month waiting period before a new employee can enroll in the TN Consolidated Retirement System.

ACTION: Motion made by Vice Mayor Jackie Jones, seconded by Commissioner John Etheridge to approve the resolution to discontinue the probationary period for enrollment in TCRS.

VOTE: Unanimous

RESOLUTION NO. 1657

To Discontinue A Period Of Temporary Employment For Employees Of A Political Subdivision Participating In The Tennessee Consolidated Retirement System In Accordance With Title 8 Section 34 through 37 Of The Tennessee Code Annotated

WHEREAS, the Tennessee Code Annotated Section 8-35-107 allows a political subdivision to establish a non-recoverable period of temporary employment not to exceed six (6) months in duration for all of its employees before they are eligible for membership in said retirement system; and

WHEREAS, the City of Paris wishes to discontinue said temporary employment period for all of its new employees hired after the effective date of this Resolution; now, therefore,

BE IT RESOLVED, That the Board of Commissioners of the City of Paris hereby authorizes a discontinuance of its present temporary employment period for all new employees hired after the effective date of this Resolution.

This Resolution shall become a part of and be spread upon the minutes of this meeting of the Board of Commissioners of the City of Paris, Tennessee.

Unanimously adopted this 4th day of November, 2021.

Mayor

Finance Director

NEW BUSINESS
AGENDA ITEM NO. 5
Resolution to Allow Buyback of Probationary Period Service Time in TCRS for City Employees

DISCUSSION: City Manager, Kim Foster recaps the conversation from September City Commission meeting regarding the City Retirement Program (TCRS). This resolution will allow the City of Paris employees to buyback probationary period service time in TCRS.

ACTION: Motion made by Commissioner John Etheridge, seconded by Vice Mayor Jackie Jones to approve the resolution to allow buyback of probationary period service time in TCRS for City employees.

VOTE: Unanimous

RESOLUTION NO. 1658

To Allow Purchase Of Service Lost During A Required Probationary Period For Employees Of A Political Subdivision Participating In The Tennessee Consolidated Retirement System In Accordance With Tennessee Code Annotated, Title 8, Chapters 34 -37.

WHEREAS, Tennessee Code Annotated, Section 8-34-612(b) allows (i) any current member of the Tennessee Consolidated Retirement System ("TCRS") who is employed in a full-time position by a political subdivision participating in TCRS, and (ii) who was required by policy to wait for a period not exceeding six (6) months prior to participating in TCRS to establish retirement credit in TCRS for full-time service rendered to the political subdivision during the waiting period, provided the following conditions are met:

(1) The chief governing body of the political subdivision passes a resolution authorizing the service credit and accepting the employer liability for the credit; and

(2) The member makes a lump sum payment equal to the employee contributions the member would have made had the member been a member of TCRS during the period claimed; and

WHEREAS, all liabilities resulting from this Resolution shall be the responsibility of the political subdivision and not the State of Tennessee.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the City of Paris hereby authorizes its employees to purchase lost retirement credit during a required probationary period, pursuant to Tennessee Code Annotated, Section 8-34-612(b), and accepts the employer liability therefor.

This Resolution shall become a part of and be spread upon the minutes of this meeting of the Board of Commissioners of the City of Paris, Tennessee.

Unanimously adopted this 4th day of November 2021.

Mayor

Finance Director

NEW BUSINESS
AGENDA ITEM NO. 6
Resolution to Amend the COP Personnel Rules Regarding Enrollment in TCRS

DISCUSSION: City Manager, Kim Foster recaps the conversation from September City Commission meeting regarding the City Retirement Program (TCRS). This resolution will allow the City of Paris to amend the Personnel rules regarding enrollment in TCRS.

ACTION: Motion made by Commissioner Sam Tharpe, seconded by Vice Mayor Jackie Jones to approve the resolution to amend the City of Paris Personnel Rules regarding enrollment in TCRS.

VOTE: Unanimous

RESOLUTION NO. 1659

WHEREAS, the City of Paris, Tennessee has adopted Personnel Rules and Regulations effective April 6, 1994; and,

WHEREAS, Paris Municipal Code 1-503 specifies that amendments to said Personnel Rules and Regulations shall be adopted by the City Commission by Resolution before they shall have force and effect; and,

WHEREAS, the City Manager of the City of Paris, Tennessee has recommended to the City Commission that IV. R. Retirement be amended by deleting the first sentence of IV. R. and substituting the following therefor:

> Full Time Permanent Employees shall be enrolled in the Tennessee Consolidated Retirement System immediately upon beginning their employment.

NOW, THEREFORE BE IT RESOLVED that IV. R. Retirement be amended by deleting the first sentence of IV. R. and substituting the following therefor:

> Full Time Permanent Employees shall be enrolled in the Tennessee Consolidated Retirement System immediately upon beginning their employment.

This Resolution shall become a part of and be spread upon the minutes of this meeting of the Board of Commissioners of the City of Paris, Tennessee.

Unanimously adopted this the 4th day of November, 2021.

Mayor

Finance Director

ATTESTED:

NEW BUSINESS
AGENDA ITEM NO. 7
Ordinance to Amend Title 11, Ch 12 Regarding Required Screening

DISCUSSION: At their regular October meeting, the Planning Commission voted to recommend to the City Commission to amend Title 11, Chapter 12 of the Paris Zoning Ordinance as it relates to screening requirements for new developments that are adjacent to a residential district. Their recommendation is not complete at this time, but discussion included a desire to update materials allowed to be used, as well as adding flexibility to determine screening requirements based on the type of business being located.

Vice Mayor Jackie Jones questioned regarding screening with greenery and/or plants. Jennifer Morris, Community Development Director stated that greenery and/or plants can be utilized as screening as long as it is a certain type that meets requirements such as height and density for the area. She also stated that the screening type would be approved on a case-by-case basis depending on the type of business.

ACTION: Motion made by Commissioner John Etheridge, seconded by Commissioner Gayle Griffith to pass the ordinance by caption to amend Title 11, Chapter 12 regarding required screening with a second reading and Public Hearing in the month of December.

VOTE: Unanimous

NEW BUSINESS
AGENDA ITEM NO. 8
Resolution for a PILOT Agreement for Eurotranciatura

DISCUSSION: Rob Goad, Executive Director, PHCIC spoke regarding Eurotranciatura purchasing the US Foods building. In the first 2 years they plan to make more than $2.2 million in capital improvements, acquire an estimated $750,000 in new equipment, and add 35 new jobs at the site. The proposed 10-year Pilot would freeze real property taxes at the 2021 value and provide personal property tax abatement on the new production equipment. The Paris Industrial Development Board passed this agreement at their meeting on November 2, 2021.

ACTION: Motion made by Commissioner Sam Tharpe, seconded by Commissioner Gayle Griffith to approve the Resolution for a PILOT Agreement for Eurotranciatura.

VOTE: Unanimous

RESOLUTION NO. 1660

A RESOLUTION OF THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF PARIS, TENNESSEE TO APPROVE A PAYMENT IN LIEU OF TAXES AGREEMENT
Eurotranciatura U.S.A., LLC

WHEREAS, The Industrial Development Board of the City of Paris, Tennessee ("Board") is a public non-profit corporation organized and existing under the laws of the State of Tennessee, pursuant to and in accordance with the provisions of Tennessee Code Annotated §§ 7-53-101 *et seq.*, as amended (the "Act");

WHEREAS, the Board was created for the purpose of maintaining and increasing employment opportunities in affected communities by promoting industry, trade, commerce, tourism, recreation and housing construction by inducing manufacturing, industrial, governmental, educational, financial services, commercial and recreational enterprises to locate in or to remain in the State of Tennessee and thereby furthering the use of its agricultural products and natural resources;

WHEREAS, the Board has received the request of Eurotranciatura U.S.A., LLC (hereinafter "Euro"), which is doing business in the City of Paris, Tennessee ("City") and is planning to expand its operations and employment in the City through capital investment in real property and industrial equipment;

WHEREAS, in order to induce Euro to expand its operations and make the capital investment in industrial equipment, Euro proposes that the Board purchase such real property, improvements thereto and industrial equipment to be used on its site in the City, and then lease such real property, improvements thereto and industrial equipment back to Euro, in the form of a transaction authorized by the Act for payments in lieu of taxes ("PILOT Incentive"): (i) having the effect of freezing the 2021 City ad valorem property taxes, excluding the Paris Special School District taxes, on the real property located at 200 Highway 69N, Paris, Tennessee, consisting of real estate tax parcels 096-A-096M-050.00, 096N-A-096M-050.01, and 096M-A-096M-042-00, for a period of ten (10) years, and (ii) having the effect of abating City ad valorem property taxes, excluding the Paris Special School District taxes on the industrial equipment for a period of ten (10) years, provided, however, that Euro creates and maintains a minimum of 35 new full-time equivalent jobs in the City of Paris during the term of the lease, with an option for the Board to modify or terminate the lease if Euro fails to meet this full time employment requirement; and

WHEREAS, consummation of the transaction herein contemplated is in the best interest of the citizens of the City of Paris, Tennessee, as it will keep, maintain, and expand employment opportunities and will thereby promote industry, trade, commerce and housing construction in the City of Paris, Tennessee, thereby furthering the public purpose for which the Board was created.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City of Paris, Tennessee, as follows:

1. The Board is hereby authorized pursuant to and in accordance with the Act, to enter into a PILOT Incentive transaction with Euro, under the terms and conditions that Euro will sell or otherwise transfer to the Board real property, improvements thereto, and industrial equipment used at its site at fair market value in an amount not to exceed Two Million Dollars ($2,000,000), and the Board shall lease or otherwise grant to Euro the use of the said real property, improvements thereto and industrial equipment.

2. The Board is further authorized to enter into a PILOT Incentive transaction authorized by the Act: (i) having the effect of freezing the 2021 City ad valorem

property taxes, excluding the Paris Special School District taxes, on the real property located at 200 Highway 69N, Paris, Tennessee, consisting of real estate tax parcels 096-A-096M-050.00, 096N-A-096M-050.01, for a period of ten (10) years, and (ii) having the effect of abating City ad valorem property taxes, excluding the Paris Special School District taxes on the industrial equipment for a period of ten (10) years, provided, however, that Euro creates and maintains a minimum of 35 new full-time equivalent jobs in the City of Paris during the term of the lease, with an option for the Board to modify or terminate the lease if Euro fails to meet this full time employment requirement.

3. To the extent otherwise required under the law, The Industrial Development Board of the City of Paris, Tennessee, has the required authority to act on behalf of the City of Paris, Tennessee to implement the PILOT Incentive transaction described above.

SO RESOLVED, this the 4th day of November, 2021.

CITY OF PARIS, TENNESSEE

By: _____
Carlton Gerrell, Mayor

Traci Shannon
Traci Shannon, Finance Director

ATTESTED:
M. G. Stancook

Status of Various Projects
November 2021

	PRIMARY STAFF	TARGET COMPLETION DATE(S)	
HOME Grant	Morris/Foster	2023	Still waiting to receive information on a couple of things that will complete the environmental portion of the grant process. Once this final information is received it will be submitted to THDA for their approval. Once approval is received inspections will begin.
Back Alley Paris	Foster/Morris/ Ray (DPA)	June 2022	We have once again been awarded this grant which is for the 2021 round! The amount awarded was $3,500, the top amount given. We have received the executed contract and have submitted a request to receive 40% of the grant award now.
TA Grant for Sidewalks along Wilson & Patriot	Foster/Morris	Fall 2022	ROW certification package & final Construction Drawings have both been approved by TDOT. Final Estimate is still under review. Once the estimate is approved, TDOT will begin process of obligating funds for construction.
2018 STBG Project for Signalization & Safety Upgrades at 3 Intersections Downtown	Foster/Morris	Fall 2022	NEPA process: Comments received back from TDOT on 9/17/21 on SDC Form. TLM addressed comments and returned to TDOT 9/28/21. TDOT Confirmed receipt of comments and placed in their que for review. TLM to look at Wood Street corners that TDOT did not address during the recent paving project and see if anything can be done to make these corners ADA compliant. TDOT has not yet provided the letter we requested concerning their failure to address these corners. TLM revised budget based on preliminary signal plans and possible work in areas TDOT did not address. TLM assisted us with successfully requesting that our remaining STBG funds be applied to this project.
Rison St Bridge Replacement	Foster/Morris	Summer 2023	We have finally received TDOT Ecology approval. A2H resubmitted (for the 3rd time) the environmental document for final review. On Sept. 28 it was returned with additional requested edits, none of which were substantiative. All requested edits are for things that have been in the document from the beginning. As soon as the edits are complete it will be resubmitted for a FOURTH time.
2019 Multimodal Access Grant for 4 Downtown Intersections	Foster/ Morris	Fall 2022	TDOT confirmed a full NEPA will be required on this project. We have received responses from all agencies except TWRA, USFWS and Historic. TLM to follow up with TDOT on a status update. TLM held meeting with Lynn Evans and Eric Brown of TDOT Region IV regarding coordination with TDOT paving project on SR 54. TLM is revising the budget based on preliminary signal plans. Meeting regarding signal timing/phasing to be scheduled with us once project is out of NEPA phase. Work on preliminary plans continues.
2021 TA Grant for Sidewalk Project along Fairgrounds & Royal Oak	Foster	Winter of 2024 (if awarded)	We will be reapplying for this grant; submission deadline is December 1.
ARPA Funds	Foster/Morris	December 2026	We submitted a request at the end of Sept. to receive our allotment. The TN Dept. of Finance and Administration is developing guidance on acceptable uses, required reporting, deadlines, etc. We received verbal approval to use some of our allotment to commission a city-wide drainage study. We have begun a conversation with TLM regarding a study.

Ms. Foster discussed the following updates regarding Status of Various Projects:

No discussion following updates regarding Status of Various Projects.

Updates from the City Manager

- The first update from the City Manager was regarding the sanitation truck that "died" a few weeks ago. The cost to repair the unit was too great so the decision was made to replace it. Since this is an unplanned and unbudgeted expense, we will have to include the cost ($307,895) in our fiscal year end budget adjustment if we receive the new vehicle by the end of June, there is a good chance we won't. We sold the old truck on govdeals.com last week and got $30,200 for it, more than anticipated.

  The second update from the City Manager was regarding Spooktacular that was held at Eiffel Tower Park. Rhonda Stanton and Jessica Crouch did an AMAZING job coordinating and re-creating this event in Eiffel Tower Park. John Thompson, E.T. Park Supervisor, went above and beyond to make sure the park was prepared and even showed us his creative side by assisting Ms. Rhonda with decorations and prop design. There were an estimated 4,000+ attendees even given the less than desirable weather. A number of city employees volunteered and/or had booths. I can't say enough about all of these

employees to relay how proud I am of their contributions and willingness to make this a great event! Special kudos to the Parks & Rec., Police, Fire, Finance, and General Admin. Departments for their contributions!

The third update from the City Manager was regarding Paris-HC Basketball League. This is now being managed by Mark Tomlin with the assistance of Jessica Crouch. Several changes have been made and things are going very well. There are almost 500 signed up to participate. Last week an informational meeting was held with all coaches and most seemed very appreciative of the changes. I think Mark and Jessica are on the right track and am hopeful that we will have much fewer issues than in years past.

The fourth update from the City Manager was regarding an upcoming meeting. The executive director of TML and the Bond Fund will be at the City Hall on November 9, 2021, around 2:00 pm. Commissioner Sam Tharpe stated that City Manager, Kim Foster had been selected to serve on the Policy Committee Board.

Motion to Adjourn: Commissioner Sam Tharpe made a motion, seconded by Commissioner Gayle Griffith to adjourn at 5:31 p.m.

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Mayor Finance Director