

REVISED

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



JACKIE JONES, VICE MAYOR
TERRY FULLER, COMMISSIONER
GAYLE GRIFFITH, COMMISSIONER
SAM THARPE, COMMISSIONER

CITY OF PARIS, TENNESSEE
BOARD OF COMMISSIONERS REGULAR MEETING AGENDA

CITY HALL COURTROOM
September 3, 2020
5:00 P.M.

PUBLIC HEARING

- 1.) Rezoning Request for Skyview Drive and 641 South from P-B (Planned Business) to R-2 (Residential Single Family and Duplexes)
- 2.) Request to acquire property located at 309 N. Porter Street

REGULAR MEETING

Call to Order: Carlton, Gerrell, City Mayor

Roll Call: Traci Shannon, Finance Director

Pledge of Allegiance and Prayer

Approval of the Minutes of Previous Meeting: Regular Meeting – August 6, 2020,

Board Will Hear Comments from Citizens

Board Will Hear Comments from the Commission

Introduction of New Building & Codes Inspector Lowell Schrader: Kim Foster, City Manger

OLD BUSINESS

- 1.) **Rezoning Request for property located at 203 E. Blythe Street from R-3-H (Multi Family High Density) to TRB (Transitional Residential Business) (Second Reading):** Jennifer Morris, Community Development Director
- 2.) **Request to Acquire City-Owned Property located at Corner of Lone Oak Road and Volunteer Drive:** Jennifer Morris, Community Development Director
- 3.) **Request to Acquire City-Owned Property Located at 309 N. Porter Street:** Jennifer Morris, Community Development Director
- 4.) **Rezoning Request for property located at the corner of Hwy 641 South and Skyview Drive from P-B (Planned Business) to R-2 (Residential Single Family and Duplexes):** Jennifer Morris, Community Development Director
- 5.) **Request to Acquire Park Property:** Jennifer Morris, Community Development Director

NEW BUSINESS

- 1.) **Financial Update:** Traci Shannon, Finance Director
- 2.) **Appointments to Boards:** Carlton Gerrell, City Mayor
- 3.) **Resolution to Amend the Police Department Rules and Procedures Manual Regarding Use of Excessive Force:** Chuck Elizondo, Police Chief
- 4.) **Resolution to Issue Refunding Bonds, Series 2020:** Kim Foster, City Manager
- 5.) **Approval of First Amendment to the Economic Impact Plan for VRL Hotels:** Kim Foster, City Manager

Various Projects Updates: Kim Foster, City Manager

Adjournment

OLD BUSINESS
AGENDA ITEM NO. 1

Rezoning Request for property located at 203 E. Blythe Street from R-3-H (Multi Family High Density) to TRB (Transitional Residential Business) (Second Reading)

Mr. Mike Weatherford has requested his property located at 203 E. Blythe Street be rezoned from R-3-H (Multi Family High Density) to TRB (Transitional Residential Business). This property is between two existing residential properties. This property and the two adjacent properties are surrounded by B-2, B-3 and TRB zoning classifications.

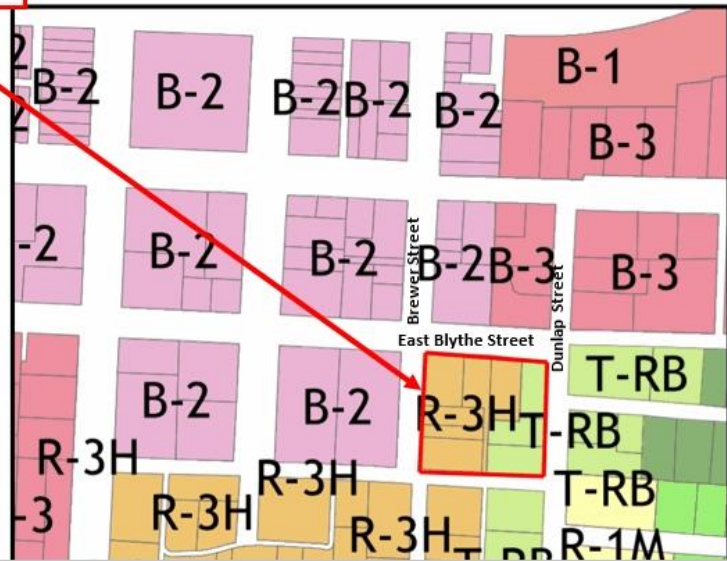
Mr. Weatherford has purchased this property and has demolished the existing dilapidated structure that was creating issues for the surrounding properties due to rodents, wild animals, etc.

He is planning to utilize this property for parking vehicles from his business across the street during working hours.

At the direction of the Commission this request was referred to the Planning Commission for their recommendation.

After consideration and staff recommendation that the TRB zoning request be granted AND the TRB zoning be extended to include all properties in this block (5 additional parcels) not already zoned TRB, the Planning Commission recommended approval of the rezoning request to rezone the property to TRB and to include all R-3-H lots on the entire block.

The Planning Commission has recommended the Six Parcels Currently Zoned R-3 (Multi-Family Residential) at the Corner of Brewer and East Blythe Streets be Rezoned to TRB (Transitional Residential Business)



ORDINANCE NO. 1259

AN ORDINANCE to Amend Title 11, Chapter 104
of the Paris Municipal Code

SECTION 1. BE IT ORDAINED by the Board of Commissioners of the City of Paris, Tennessee, that the Paris Municipal Code be amended as follows:

Title 11, Chapter 104, Section B, identifying, "The Official Zoning Map of Paris, Tennessee," as adopted, is amended as follows:

That the following described property be zoned TRB, same being currently zoned R-3-H:

Known as the following:

Tax Assessor's Map 106A, Group F, Parcel 17.00;
Tax Assessor's Map 106A, Group F, Parcel 18.00;
Tax Assessor's Map 106A, Group F, Parcel 19.00;
Tax Assessor's Map 106A, Group F, Parcel 10.00;
Tax Assessor's Map 106A, Group F, Parcel 0900;
And Tax Assessor's Map 106A, Group F, Parcel 8.00
(See Attached Exhibit "A")

SECTION 2. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect on and after passage of final adoption.

Passed and adopted August 6, 2020.

Passed and adopted September 3, 2020.

Mayor

Finance Director:

**OLD BUSINESS
AGENDA ITEM NO. 2**

**Request to Acquire City-Owned Property located at Corner of Lone Oak Road
and Volunteer Drive**

Jane Overton owns the property at the corner of Lone Oak Road and Volunteer Drive. As you can see by the aerial photo there is a long and narrow parcel of property that extends from a point at the south end of the Overton property and along the property to the rear that is accessed by Valleywood Drive.

This section of property was created when Volunteer was developed. Before the right of way was acquired for Volunteer Drive, parcel 1.00 on the other side of Volunteer Drive, along with the right of way for Volunteer and this section were all one parcel. This section of property was left after the construction of the street. Both parcel 1.00 and this section are owned by the City of Paris.

Parcel 1.00 is not large enough for development and of course this section has no value to the City of Paris.

As with all requests to acquire City of Paris property, the City Commission referred this request to the Planning Commission for recommendation. The Planning Commission made a recommendation to proceed with conveyance of the property.



**OLD BUSINESS
AGENDA ITEM NO. 3**

Request to Acquire City-Owned Property Located at 309 N. Porter Street

A request has been made by Mr. Mike Dorris to acquire the City owned lot located at 309 N. Porter Street. Please see Mr. Robertson's request below.

As with all requests to acquire City of Paris property, the City Commission referred the request to the Planning Commission for their recommendation. The Planning Commission's recommendation is to offer the property for sale following the City's typical process.

Good Morning Kim foster

I would like to purchase the vacant lot at 309 North Porter Street currently owned by the City of Paris for \$500. I own the house North of this lot and have been mowing the property for the last two years. I plan to start renovating the house I own in a few months, and will need to repair the retaining wall. The repair will likely impact the retaining wall for 309 North Porter, and I would like to own the lot if I am going to make improvements to it. My long term plans for the lot are to possibly build a single family home, but in the meantime, I plan to keep the lot mowed. Thank you for considering my offer.

Kind regards,

Mike Dorris
615-948-0052

**OLD BUSINESS
AGENDA ITEM NO. 4**

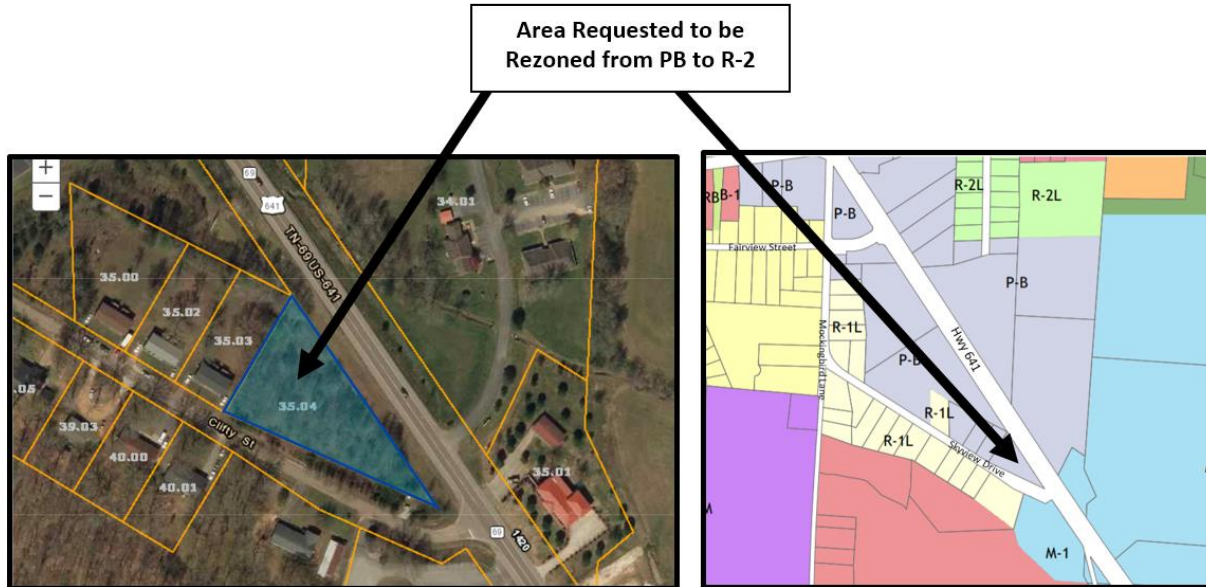
Rezoning Request for property located at the corner of Hwy 641 South and Skyview Drive from P-B (Planned Business) to R-2 (Residential Single Family and Duplexes) (Second Reading)

The owners of the property located at the corner of Hwy 641 South and Skyview Drive have submitted an application for rezoning of this property. Currently the property is zoned P-B (Planned Business). The owners are requesting a zoning that would allow them to build multiple duplexes at this location.

There are three existing duplexes on separate parcels immediately behind this property that front on Skyview Drive. Those properties are actually non-conforming at this time. Our ordinance does allow multiple duplexes on one parcel but they would be limited as to how many could be built if allowed by zoning.

Two family residences are only allowed in the R-2 (single and two family) and R-3 (multi-family) districts and as a conditional use in the B-2 (downtown) District.

This request was adopted on first reading and referred to the Planning Commission for recommendation. The Planning Commission made recommendation for approval of the rezoning request from P-B to a R-2 and to include the three existing duplexes on separate parcels immediately behind this property that front on Skyview Drive.



ORDINANCE NO. 1260

AN ORDINANCE to Amend Title 11, Chapter 104 of the Paris Municipal Code

SECTION 1. BE IT ORDAINED by the Board of Commissioners of the City of Paris, Tennessee, that the Paris Municipal Code be amended as follows:

Title 11, Chapter 104, Section B, identifying, "The Official Zoning Map of Paris, Tennessee," as adopted, is amended as follows:

That the following described property be zoned R-2-L, same being currently zoned P-B:

This property is located in the First Civil District of Henry County, Tennessee,

and is more particularly described as follows:

See attached Exhibit "A" as shown as Tax Assessor's Map 116, Parcels 35.00, 35.02, 35.03, and 35.04

SECTION 2. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect on and after passage of final adoption.

Passed and adopted August 6, 2020.

Passed and adopted September 3, 2020.

Mayor

Finance Director

OLD BUSINESS
AGENDA ITEM NO. 5
Request to Acquire Park Property

For some time now we have had requests from two property owners to acquire property that is currently a part of the property owned by the City of Paris and acquired through an LPRF grant provided by the Tennessee Department of Environment and Conversation. Under these grants you are allowed to acquire property. One of the stipulations in acquiring property through these grants is that we are required to sign an NLU (Notice of Limitations of Use) that states you are not allowed to sell or use this property for anything other than parks and recreation uses.

Property No. 1 is a 50 ft. strip that is located between Tim Boyd's property (PMB Rentals) and Harlan Crawford's property (NAPA Auto Store). Both property owners are interested in acquiring their half of the property if allowed to do so. The first determination that should be made is whether or not the City of Paris would be open to giving up their access to Mineral Wells Avenue to this parcel that extends over to Volunteer Drive. Currently as you can see by the aerial, this property is adjacent to Eiffel Tower Park Extended where the mountain bike trail, the trout pond and a portion of the disc golf is located.

Property No. 2 is located between Commercial Bank and the Paris Plaza Shopping Center (Kroger) and is owned by Mr. Charlie Douglas. Mr. Douglas is making this request so that he can gain access to Volunteer Drive. As you can see by the aerial, this is a long narrow strip that extends from the rear property line of Commercial Bank to a point where Eiffel Tower Park Extended widens into a larger acreage that is currently being used for the pond, the bike trail and disc golf. Prior to the construction of Jim Adams Drive, the property was acquired by the City through the LPRF grant for parks and recreation use. When right of way was acquired it left this narrow remnant on the south side of Jim Adams Drive that is now a portion of Eiffel Tower Park Extended.

Should the City decide to convey the property, the City must request the State of Tennessee amend the NLU to allow for conveyance of the property. The TN Dept. of Environment and Conservation, the TN Dept. of Agriculture and the TN Wildlife Resource Agency would all have to approve the amendment. If the State were to agree to such a request the usual requirement would be for the City to acquire additional property to be used for parks and recreation to mitigate the transfer of land.

These requests are before you to determine whether the City would be willing to convey one or both pieces of property and pursue the necessary permissions and acquisitions that would be required. As with all requests to acquire City of Paris property, the City Commission referred this request to the Planning Commission for recommendation. The Planning Commission made recommendation for approval of conveyance through appropriate channels. Jennifer Morris, Community Development Dir., has contacted Gerald Parish, Director of Recreational & Educational Services for the State of TN, and received additional information as to how to start the process. She will give a recap of what she has discovered at the meeting.

Property No. 2 – Access to Jim Adams Drive

Property No. 1 – Access to Mineral Wells



NEW BUSINESS
AGENDA ITEM NO.1
Financial Update

Narrative to July 2020 Operating Statement

Our retail sales tax revenue reflected another large increase for the month of June. It was up 10.73% compared to last June and we ended our fiscal year ahead by 2.79% compared to FY19.

We started this fiscal year off with revenues running behind expenditures. July was a three pay-period month and we had other expenses including \$227K for workers comp insurance, \$34K for two zero-turn mowers for Public Works, and \$410K for the Splash Pad.

We are working on the ESN122 Fire Fee notices. Thanks to Mark Archer & Chad Howard for help with the file we get from the State that processes the correct parcels/property owners that are in the ESN122. The notices should be mailed out by September 1st and will be due on September 30th.

Other Business:

New Employees: Two part-time (Lifeguards), One full-time (Firefighter), Two full-time (Dispatchers)

We issued eight business licenses in July:

(7) New Business: Kstylz Kreationz, Canine Coffee Company, Dunkin Donuts, Higher Hope Boutique, Fresch Start Consulting, Frame Makers FF, Quick Cuts & Color

(1) Type of ownership change: Silverwood Cabinetry

**CITY OF PARIS, TENNESSEE
RETAIL SALES TAX REVENUE**

	<u>FY2016</u>	<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>	<u>FY2020</u>	<u>% Incr(Decr)</u>
JULY	\$754,841	\$748,999	\$791,918	\$787,901	\$802,267	1.82%
AUGUST	\$725,865	\$738,171	\$775,581	\$790,533	\$799,378	1.12%
SEPTEMBER	\$779,709	\$791,866	\$812,873	\$774,425	\$797,992	3.04%
OCTOBER	\$740,683	\$732,345	\$777,777	\$761,812	\$761,453	-0.05%
NOVEMBER	\$731,887	\$770,351	\$821,637	\$809,116	\$807,105	-0.25%
DECEMBER	\$940,460	\$999,663	\$927,868	\$960,027	\$957,286	-0.29%
JANUARY	\$626,709	\$674,764	\$689,391	\$665,013	\$713,906	7.35%
FEBRUARY	\$708,129	\$684,426	\$697,202	\$704,313	\$727,380	3.28%
MARCH	\$830,289	\$840,859	\$840,412	\$877,659	\$840,175	-4.27%
APRIL	\$768,632	\$792,642	\$774,320	\$849,875	\$865,360	1.82%
MAY	\$762,746	\$796,500	\$840,600	\$863,697	\$949,140	9.89%
JUNE	\$839,825	\$871,656	\$849,365	\$873,145	\$966,861	10.73%
TOTAL	\$9,209,776	\$9,442,243	\$9,598,946	\$9,717,515	\$9,988,303	
 Previous YTD % Increase/Decrease		2.52%	1.66%	1.24%	2.79%	

MONTHLY OPERATING STATEMENT
July 2020

REVENUES	<u>Annual Budget</u>	<u>Current Month</u>	<u>Yr to Date</u>	<u>Percent Realized</u>
Property Taxes	1,469,000	11,008	11,008	0.75%
Local Option Sales Tax	4,550,000	464,539	464,539	10.21%
Wholesale Liquor / Beer	790,000	92,509	92,509	11.71%
Business Tax	360,000	57,137	57,137	15.87%
Fees & Licenses	162,500	1,924	1,924	1.18%
In Lieu Payments	876,250	0	0	0.00%
Grants	1,779,475	420,025	420,025	23.60%
State Shared taxes	1,366,000	151,299	151,299	11.08%
All Other	4,898,664	246,662	246,662	5.04%
Total General Fund Revenue	16,251,889	1,445,102	1,445,102	8.89%
Solid Waste Collection - BPU	1,225,000	109,359	109,359	8.93%
Solid Waste Disposal - Transfer	350,000	35,796	35,796	10.23%
Other Revenue	400	15	15	3.87%
Total Sanitation	1,575,400	145,170	145,170	9.21%
Gate Receipts - Brush & Debris	120,000	9,454	9,454	7.88%
County Share Operating Exp	35,000	0	0	0.00%
Gate Receipts - Tires	12,000	149	149	1.24%
Other Revenue	30,450	30,073	30,073	98.76%
Total Landfill	197,450	39,675	39,675	20.09%
Total Drug Fund	68,050	6,600	6,600	9.70%
TOTAL REVENUES	18,092,789	1,636,547	1,636,547	9.05%

EXPENDITURES	<u>Annual Budget</u>	<u>Current Month</u>	<u>Yr to Date</u>	<u>Percent Realized</u>
Grants & Donations	273,990	11,392	11,392	4.16%
General Administration	371,814	30,046	30,046	8.08%
Economic Development	124,264	10,071	10,071	8.10%
Elections	4,500	0	0	0.00%
Financial Administration	301,825	35,641	35,641	11.81%
City Hall Building	94,689	8,554	8,554	9.03%
Police Department	2,331,078	207,772	207,772	8.91%
Emergency Communications	709,474	47,688	47,688	6.72%
Fire Department	1,671,837	155,045	155,045	9.27%
Building Inspection	91,502	14,823	14,823	16.20%
Street Maintenance	1,598,399	199,750	199,750	12.50%
State Street Aid	500,000	0	0	0.00%
Storm Water Management	71,587	8,044	8,044	11.24%
Street Lighting	102,000	3,989	3,989	3.91%
City Garage	278,963	26,522	26,522	9.51%
Cemetery Maintenance	61,124	11,048	11,048	18.07%
Health & Animal Control	165,976	16,352	16,352	9.85%
Civic Center	544,297	42,435	42,435	7.80%
Parks & Recreation	997,395	99,798	99,798	10.01%
Library	166,487	27,748	27,748	16.67%
Community Development	5,385,400	437,292	437,292	8.12%
Debt Service	823,546	110,309	110,309	13.39%
General Fund Expenditures	16,670,147	1,504,320	1,504,320	9.02%
Sanitation Collection	873,671	114,550	114,550	13.11%
Contractual Services	630,000	59,138	59,138	9.39%
Total Sanitation	1,503,671	173,689	173,689	11.55%
Total Landfill	175,284	17,748	17,748	10.13%
Total Drug Fund	100,900	1,537	1,537	1.52%
TOTAL EXPENDITURES	18,450,002	1,697,294	1,697,294	9.20%

<u>REVENUES OVER / (UNDER) EXPENDITURES</u>	<u>Current Month</u>	<u>Yr to Date</u>
General Fund	(59,218)	(59,218)
Sanitation	(28,519)	(28,519)
Landfill	21,926	21,926
Drug Fund	5,063	5,063

NEW BUSINESS
AGENDA ITEM NO. 2
Appointment to Boards

Ms. Kathy Collins, Director of W.G. Rhea Public Library requested to change the expiring terms for Troy Barrow and Jack Spencer to reflect the beginning of the fiscal year. Originally, Troy and Jack were appointed to complete/finish existing board member's terms and are both currently serving their first full term. Ms. Collins stated that by changing the expiration dates it would follow the practice that most libraries take.

<u>BOARD</u>	<u>CURRENT MEMBER</u>	<u>PROPOSED MEMBER</u>	<u>TERM EXPIRATION</u>	<u>NEW EXPIRATION</u>
Paris-HC Library Board 3 year term (Mayor w/Commission Approval)	Troy Barrow	Troy Barrow	July 7, 2022	July 1, 2022
Paris-HC Library Board 3 year term (Mayor w/Commission Approval)	Jack Spencer	Jack Spencer	June 30, 2022	July 1, 2022

NEW BUSINESS
AGENDA ITEM NO. 3
Resolution to Amend the Police Department Rules and Procedures Manual
Regarding Use of Excessive Force

RESOLUTION NO. 1645

WHEREAS, 1-302 of the Paris Municipal Code provides for the adoption of a Policies and Procedures Manual for the Paris Police Department; and,

WHEREAS, amendments to such policies and procedures are enacted by Resolution by the Board of Commissioners of the City of Paris pursuant to 1-302 and 1-503 of the Paris Municipal Code; and,

WHEREAS, the Board of Commissioners of the City of Paris wishes to go on record as adopting policies for the Paris Police Department governing use of force.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of the City of Paris, deletes the existing VOLUME ONE – RULES, CHAPTER 5 – USE OF FORCE of the Policies and Procedures Manual of the City of Paris Police Department and substitutes the following therefore:

CHAPTER 5 – USE OF FORCE

I. PURPOSE

To establish the Paris Police Department guidelines and limitations concerning the appropriate and acceptable use of deadly and non-deadly force.

II. POLICY

It is the policy of the Paris Police Department to value and preserve human life and to provide clear procedures to sworn officers regarding the use of force in the performance of their duties.

The main responsibility of Department officers is to protect the life and property of citizens. In compliance with applicable law, *officers shall use only the amount of force necessary and reasonable to accomplish lawful objectives and to control a situation, effect an arrest, overcome resistance to arrest, or defend themselves or others from harm.* When force is necessary, the degree of force employed should be in direct relationship to the amount of resistance exerted, or

the immediate threat to the officers or others. There is a compelling public interest that officers authorized to exercise the use of force do so in an objectively reasonable manner and in a way that does not violate the civil rights guaranteed by our Constitution, the Tennessee Constitution, and applicable law.

Officers who use excessive or unjustified force, degrade the confidence of the community that they serve, undermine the legitimacy of a police officer's authority and hinder the Department's ability to provide effective law enforcement services to the community.

Officers who use excessive or unauthorized force shall be subject to discipline, up to and including termination, possible criminal prosecution, and/or civil liability. The use of force is only authorized when it is objectively reasonable and for a lawful purpose. Accordingly, the Department will thoroughly review and/or investigate all uses of force by officers to assure compliance with all legal requirements and this policy.

III. DEFINITIONS

Active Resistance: When a subject makes physically evasive movements to interfere with an officer's attempt to control that subject; including, but not limited to, bracing, tensing, pulling away, actual or attempted flight, or pushing.

Authorized Weapons: Weapons that meet Department specifications and officers are permitted to carry; and for which officers successfully complete proficiency and safety training.

Chokeholds: Any pressure or constriction to the neck, throat or windpipe that may inhibit breathing.

Critical Firearm Discharge: A discharge of a firearm by a Paris Police Department officer to the extent such discharges are authorized under this policy Range and training discharges, and discharges at animals are not included under this section.

Deadly Force (Also referred to as Lethal Force): Any physical force that can reasonably be expected to cause death or serious physical injury. Officers must understand that deadly physical force is an extreme measure and should only be used in accordance with the law and as stated in this policy and other policies governing the use of force.

De-escalation: A decrease in the severity of force used in an incident in direct response to a decrease in the level of resistance. De-escalation is also a tactic designed to place officers in a position of advantage when dealing with irrational, unpredictable, or suicidal persons. De-escalation helps officers stay focused and calm during crisis situation to bring chaotic moments to as peaceful a resolution as the suspect will afford without risking the safety of the officer or suspect.

Electronic Control Weapon: An incapacitating weapon used for subduing a person by administering an electric shock for the purpose of disrupting superficial voluntary muscle functions. This is an intermediate weapon and is classified as less lethal. The weapon should only be used when an officer is met with a certain degree of resistance or aggression through either actions or words.

Exigent Circumstances: Those circumstances that would cause a reasonable person to believe that a particular action is necessary to prevent physical harm to an individual, the destruction of relevant evidence, the escape of a suspect, or some other consequence improperly frustrating legitimate law enforcement efforts.

Force: Any physical strike or instrumental contact with a person; any intentional attempted physical strike or instrumental contact that does not take effect; or any significant physical contact that restricts the movement of a person. The term includes the discharge of a firearm, or pointing a firearm at or in the direction of a human being, use of chemical spray, use of impact weapons, use of electronic control weapons (ECW), chokeholds or hard hands, taking of a subject to the ground, or the deployment of a canine. The term does not include escorting or handcuffing a person with minimal or no resistance. Use of force is lawful if it is **objectively reasonable** under the circumstances to effect an arrest, or protect the officer or other persons.

Hard Hand Control: Impact oriented techniques that include knee strikes, elbow strikes, punches, and kicks. Control strikes are used to subdue a subject and include strikes to pressure points such as: the common peroneal (side of the leg), radial nerve (top of the forearm), or brachial plexus origin (side of neck).

- Defensive strikes are used by officers to protect themselves from attack and may include strikes to other areas of the body, including the abdomen or head. Techniques in this category include pressure point controls, stunning or striking actions delivered to a subject's body with the hand, fist, forearm, legs, or feet. These techniques target the major muscle groups and are delivered to create muscle cramping, thereby inhibiting muscle action and allowing the officer to subdue the subject. In extreme cases of self-defense, the officer may need to strike more fragile areas of the body where the potential for injury is greater. The use of neck restraints, chokeholds, or other similar weaponless control techniques, however, are prohibited unless the use of deadly force is authorized.

Harm: Injury inflicted upon a person, whether visible or not.

Imminent Threat: An officer's reasonable perception of impending danger, death, or serious injury from any action or outcome that may occur during an encounter. A subject may pose an imminent or impending threat even if he or she is not pointing a weapon at the officer but has, for example, a weapon within reach, is running for cover carrying a weapon, or running to a place where the officer has reason to believe a weapon is available.

Impact Weapons: Department-approved tools that provide a method for gaining control of a subject when lethal force is not justified, but when empty-hand control techniques are not sufficient to effect control.

Less Lethal Force (Also referred to as Non-Deadly Force): Any force used by an officer that would not reasonably be expected to cause death.

Level of Control: The amount of force that an officer uses to gain control over a subject.

Level of Resistance: The amount of force used by a subject to resist compliance with the lawful order or action of an officer.

Neck Restraint/Hold (Also referred to as Vascular Neck Restraint): Refers to one of the following types of holds: (a) arm-bar control hold, which inhibits breathing by compression of the airway on the neck; (b) carotid restraint hold, which inhibits blood flow by compression of the blood vessels in the neck; (c) lateral vascular neck restraint; (d) a hold with a knee or other object to the back of a prone subject's neck. A neck restraint/hold shall be considered deadly force.

Non-Verbal and Verbal Non-Compliance: When a subject expresses his/her intentions not to comply with an officer's directive through verbal and non-verbal means. An officer may encounter statements ranging from pleading to physical threats. Such statements may also include physical gestures, stances, and subconscious mannerisms.

Objectively Reasonable Force: The degree of force used in effecting an arrest, investigatory stop, or other seizure is evaluated by using an objective, reasonable police officer standard. The reasonableness of each particular use of force will be judged from the perspective of a reasonable officer on the scene, based on the facts and circumstances known to and confronting the officer at the time. (*See, Graham v. Connor*, 490 US 388 (1989).) In determining the appropriate level of force to be used, officers shall evaluate each situation in light of the unique facts and circumstances of each case. Those factors include, but are not limited to, the seriousness of the crime or suspected offense; the level of threat or resistance presented by the subject; the risk or apparent attempt by the subject to escape; and whether the subject was posing an imminent threat to officers or others.

Oleoresin Capsicum (OC) Spray: An inflammatory agent that irritates the mucus membranes and eyes to cause tears and pain. It is an intermediate weapon that is classified as being less lethal. It should only be used, however, when an officer is met with a certain degree of resistance or aggression through either actions or words.

Passive Resistance: When a subject does not cooperate with an officer's commands but does not take action to prevent being taken into custody. For example, a protestor who lies down in front of a doorway and must be carried away upon arrest.

Reasonable Belief: Facts or circumstances that would cause a reasonable, similarly-trained police officer to act or think in a similar manner, under similar circumstances.

Serious Physical Bodily Harm/Injury: Serious bodily injury that creates a substantial risk of death, causes serious or permanent disfigurement, or results in long-term loss or impairment of the functioning of any bodily member or organ.

Soft Hand Control: The use of physical strength and skill in defensive tactics to control arrestees who are reluctant to be taken into custody and offer some degree of physical resistance. Such techniques are not impact oriented and include pain compliance pressure points, takedowns, joint locks, and simply grabbing a subject. Touching or escort holds may be appropriate for use against levels of passive physical resistance.

Verbal Commands: The use of advice, persuasion, warnings, and/or clear directions prior to resorting to actual physical force. In an arrest situation, officers shall, when feasible, give the arrestee simple directions with which the arrestee is encouraged to comply. Verbal commands are the most desirable method of dealing with an arrest situation.

Warning Shot: Discharging of a firearm for the purpose of compelling compliance from an individual, but not intended to cause physical injury.

IV. PROCEDURES

A. De-Escalation

1. *Officers shall use advisements, warnings, verbal persuasion, and/or verbal instructions when possible before resorting to force.*
2. The degree of force used, whether it is minimum or maximum, is dependent upon the situation facing the officer. Force shall be de-escalated immediately as resistance decreases to gain control and stabilize.
3. When *feasible* based on the circumstances, officers will use disengagements; area containment; surveillance; waiting on a subject; summoning reinforcements; and/or calling in specialized units, in order to reduce the need for force and thereby increase officer, suspect and civilian safety. An active shooter situation would not be one of these feasible circumstances.
4. Officers shall allow individuals time to submit to arrest before force is used whenever possible.
5. When *feasible*, officers should practice tactical repositioning, in an attempt to lessen the level of danger by moving to another location, increasing the distance between themselves and the suspect. By increasing the distance from the individual, an officer can greatly reduce the risk to their safety and can explore additional options before resorting to a use of force, notwithstanding the need to control the threat to others.

B. Use of Force Authorization and Limitations

Officers of the Department are authorized to use only the amount of force necessary to accomplish lawful objectives. (See, [Graham v. Conner](#), 490 US 388 (1989)). Force may be used:

1. To effect an arrest or prevent the escape from custody of a person whom the officer reasonably believes has committed an offense. (See TCA 39-11-620)
2. To defend the officer or others from the use, or imminent use, of physical force.

3. To take persons into protective custody when authorized by law, such as persons who are a danger to themselves or others, persons incapacitated by alcohol, and/or runaway children.
4. To prevent someone from committing suicide or inflicting serious physical injury upon themselves.
5. To assist a licensed physician or psychologist in providing necessary medical treatment.
6. To control a situation, and to overcome passive or active resistance to a lawful order.
7. To neutralize an unlawful assault and defend themselves or others from harm.

The authorized use of physical force ends when resistance ceases and/or the officer has accomplished the purpose necessitating the use of force. Justification for the use of force is limited to the facts known or perceived by the officer at the time such force is used, including levels of resistance, suspect's behavioral cues, the number of officers and/or offenders present, and the availability of other options.

Force shall never be used to subject a person to torture and/or other cruel or inhumane or degrading treatment or punishment.

C. Verbal Warning

When tactically feasible, an officer will identify him/herself as a police officer and issue verbal commands and warnings prior to the use of force. *When feasible, an officer will allow the subject an opportunity to comply with the officer's verbal commands.* A verbal warning is not required in circumstances where the officer has to make a split second decision, or if the officer reasonably believes that issuing the warning would place the safety of the officer or others in jeopardy. (See TCA 39-11-620).

D. Use of Deadly Force in Defense of Human Life

An officer is justified in using deadly physical force only when he or she reasonably believes such force is necessary to:

1. Defend the officer, or a third person, from the imminent threat of death or serious bodily injury.
2. Effect an arrest or prevent the escape from custody of a person whom they reasonably believe has committed, or attempted to commit a felony involving the infliction or threatened infliction of serious physical injury; AND the officer reasonably believes this person still poses a significant threat of death or serious physical injury to the officer or other persons. Where feasible, the officer should give warning of the intent to use deadly physical force.

See, Tennessee v. Garner, 471 U.S.1, 85 (1985.) (Also see TCA 39-11-620): The United States Supreme Court ruled that the use of deadly force to prevent the escape of a suspected felon violates the Fourth Amendment prohibition against unreasonable seizure if used against an apparently unarmed, non-violent suspect (the case involved a burglary

suspect). The Supreme Court further stated that deadly force may be used against an offender who has attempted or committed an offense involving the infliction or threatened infliction of great bodily harm. Deadly force may not be used against an unarmed, non-violent, property crime offender. The United States Supreme Court decision went on to state that when an officer is justified in the use of deadly force he will, if feasible, first give a verbal warning. (Example: "Police Officer, Halt").

E. Deadly Force Restrictions

1. Warning Shots Prohibited

Officers will not discharge their firearms as a means of warning or compelling compliance from a person.

2. Shooting at or from Moving Vehicles

Paris Police Department Officers are prohibited from discharging their firearms at or from a moving vehicle, motorcycle, or bicycle (collectively, "moving vehicle") unless officers reasonably believe deadly force is necessary to defend the officer or a third person from the use, or imminent use, of deadly force. Officers will avoid tactics that could place them in a position where a vehicle could be used against them. When confronted with an oncoming, moving vehicle, officers should attempt to move out of its path, *when possible*, and should generally avoid placing themselves in situations where the use of deadly force is more likely.

3. Risk to Innocent Bystanders

When officers are about to discharge their firearms they should be aware of their field of fire, including the backdrop, so as to avoid creating an unnecessary, substantial risk of harm to innocent persons. Officers are prohibited from discharging their firearms when, based on the totality of the circumstances, discharging a firearm would constitute a greater risk to innocent human life than the risks posed by the subject's actions. (*i.e. discharging a firearm into a crowd, or shooting into a building or through a wall, where the subject is not clearly identified and it is unknown if there are other occupants present.*)

4. Drawing and Pointing Firearms

Officers are prohibited from drawing and pointing their firearms at or in the direction of a person, *absent an objectively reasonable determination that the situation may escalate to the point where deadly force would be authorized under this policy*. When it is determined that the use of deadly force is not necessary, officers shall, as soon as practicable, secure or holster their firearms. It is the policy of Paris Police Department that drawing a firearm and pointing it at a person is considered a use of force and must be documented in a report. Drawing and displaying a firearm does not constitute a use of force incident and does not require a report.

5. Use of Firearm to Euthanize Animals

Officers may euthanize an animal that represents a threat to the officer or to public safety. Whenever possible, officers should seek the permission of their supervisor prior to euthanizing a dangerous animal.

Euthanization may also be used as a humanitarian measure, where an animal is seriously injured and humaneness demands its immediate removal from further suffering. Officers should seek the authorization of their supervisor and, whenever practical, authorization from the animal's owner. At no time shall the officer deploy an Electronic Control Weapon to control an animal, unless all other forms of force have been exhausted.

6. Use of Department Weapons for Training and Other Purposes

Officers may discharge their firearms for the purpose of practice, firearms training, when on the police range or other established shooting ranges, or when authorized by the Chief of Police to participate in law enforcement or other competition events.

7. Use of Firearms While Under the Influence of Alcohol and/or Drugs

Officers shall not carry or use any firearms or weapons while impaired by alcohol, drugs, or any other medical condition that might interfere with their judgment or proficiency.

8. Security, Storage, and Safe Handling of Firearms

Officers shall be trained in accordance with Department guidelines and shall obey all safety rules when handling any firearm or any other weapon. No person other than Paris Police Department Officers shall be permitted access to any Department-owned firearm, with the exception of; police officers from other jurisdictions in the official performance of their duty; Citizen Police Academy participants; for repair or maintenance as approved by the Department; or other circumstances with the express permission of the Chief Of Police.

Officers will secure and store firearms, both on and off duty, in such a way as to ensure that no unauthorized person will have access to or gain control over the firearm. All Department firearms kept at home must be secured in a safe place inaccessible to family members, especially children.

Whenever an officer is in the Department and removes his/her handgun or other weapon, the item must not be left in the open and must be secured so that it is not readily accessible to civilians, suspects, victims, or witnesses.

F. Use of Non-Deadly Force

Officers shall only use weapons and control techniques that are issued and/or approved for use by the Department. The use of non-deadly force shall be limited to defensive and control purposes. *Officers shall use only the reasonable amount of force necessary to overcome resistance or accomplish the police task.* The use of non-deadly force shall conform to applicable Department Standards of Conduct, policies, procedures, and training. Officers shall not carry any less lethal weapons, or employ any less lethal techniques, prior to successfully completing the relevant Department approved training for each weapon or technique.

1. Authorization to Use Non-Deadly Force

Officers are authorized to use Department approved, non-deadly force techniques and authorized weapons to:

- a. Prevent the escape from custody, or to effect a lawful arrest, of a person whom the officer reasonably believes has committed an offense; or
- b. Protect or defend the officer or others from what he/she *reasonably believes to be active resistance* while effecting or attempting to effect an arrest, or while preventing or attempting to prevent an escape.

2. Non-Deadly Force Restrictions

The following tactics of non-deadly force may be permitted in circumstances only when deadly force is authorized by this policy:

- a. The intentional use of a chokehold (See TCA 38-3-121 and TCA 38-8-113) or other method of restraint applied to the neck area of another person is prohibited, *unless the use of deadly force is authorized*. This includes, but is not limited to: (1) carotid artery hold; (2) vascular neck restraint; and (3) neck restraint or hold with a knee or other object;
- b. Any strike with an impact weapon or object to a person's head or neck; and/or

- c. Any use of flashlights, radios, or any other items not issued or trained specifically as defensive weapons.

In limited circumstances when a confrontation escalates suddenly and unpredictably, however, *an officer may use any means or device at hand to defend themselves, another person, or to bring a situation under control.* This decision should be based on the circumstances surrounding the officer at the time, if the officer determines it was reasonably necessary to do so, as long as the level of defensive action is objectively reasonable given the existing circumstances.

- d. Force shall not be used against persons in handcuffs, *except as objectively reasonable to prevent imminent bodily harm to the officer or another person or persons, to prevent attempted escape, or as objectively reasonable, where physical removal is necessary to overcome passive resistance or where as the arrestee is actively kicking or otherwise vandalizing, destroying city owned property and is unwilling to stop.*

3. Duty to Intervene

- a. An officer who directly observes an unreasonable, excessive, or illegal use of force, in violation of the Department's use of force policy and/or state or federal law, shall:
 - 1) act to intervene and stop the use of force by another officer; and
 - 2) Contact a supervisor as soon as practical.
- b. An officer who has knowledge of excessive, unreasonable, or illegal use of force against a person shall:
 - 1) notify a supervisor; and
 - 2) Submit a written incident report to a supervisor as soon as practical.
- c. Retaliation against any officer who intervenes against excessive use of force, reports misconduct, or cooperates in an internal investigation is prohibited.

4. Impact Weapons

Authorized impact weapons may be used only when an officer is confronted with actual or imminent active aggression against him/herself or another person.

The use of a baton or similar instrument to strike a blow to a subject's arms, a strike to a subjects center mass, or legs will be considered use of non-deadly

force. The use of any such items to intentionally strike a subject's head or neck is prohibited except where deadly force is authorized by this policy.

This section is not intended to limit the officer from using an impact weapon to break a window.

5. Oleoresin Capsicum (OC Spray)

Authorized OC spray is an alternative to physical control techniques and the use of other intermediate weapons. As with any other use of force, however, *OC spray must not be used indiscriminately or without justification.* Officers must be able to articulate the reason(s) the subject was sprayed with OC spray. OC spray shall be utilized as issued and authorized to prevent injury to the subject(s), officers and others.

6. Electronic Control Weapon (ECW)

An Electronic Control Weapon (i.e., TASER®) is authorized for use when other less lethal options have been ineffective, or when it *reasonably appears* that such options will be ineffective in subduing the subject. Electronic Control Weapons shall only be used in situations where the subject is actively resisting or attempting to avoid arrest by escape or poses an imminent threat to the safety of him/herself, another person, or the officer.

G. Rendering Medical Aid

1. Any time a person has visible injuries or complains of being injured as a result of force used against him/her by an officer, *the officer must take appropriate actions to provide medical care for the injured person. This may include providing first aid, requesting emergency medical services, and/or arranging for other transportation to a hospital or emergency medical facility.*
2. Officers trained in proper treatment procedures for persons exposed to chemical sprays and the effects of other non-deadly force *shall render appropriate medical aid, this may also include providing first aid, requesting emergency medical services, and/or arranging for other transportation to a hospital or emergency medical facility.* If the person is offered and/or refuses treatment, this refusal shall be recorded in the police report, along with all relevant information. In addition, the officer will also notify their supervisor as soon as practical. If warranted, the supervisor will arrange to have photographs taken of the person's injuries and those photographs will be attached to the report.

H. Maintenance and Accountability For Weapons:

1. The Department Armorer will maintain a list of all authorized weapons and ammunition that will be made available to all employees. The armorer will also

maintain inventory reports for all weapons authorized by the agency and update inventories annually to include the location of all firearms.

2. All weapons will be inspected by a qualified armorer or weapons instructor for proper functionality prior to issuance to an officer. Only weapons and ammunition authorized by the agency may be used by agency personnel in the performance of law enforcement duties.
3. At each training session for lethal or less lethal weapons, the armorer or instructor will conduct an inspection of all weapons assigned to each officer present and confirm that:
 - a. The weapons are properly assigned to the officer carrying the weapon.
 - b. That the weapons (lethal and less lethal) are in working order; and
 - c. That inventory records accurately reflect weapons assigned to individual officers.
4. The procedures listed above will also apply to any weapons authorized by the agency for off-duty carry. *Officer owned lethal weapons shall be excluded from this procedure however they must be in properly working order.*
5. Whenever a Department weapon is found to be unsafe or not functioning properly, it will be immediately turned in by the officer and the officer will be issued a replacement. The Firearms Unit will maintain an inventory of replacement firearms and assure such firearms are available for issuance when needed.

V. USE OF FORCE REPORTING AND INVESTIGATION

The Department shall establish a use of force reporting system that allows for the effective review and analysis of all Department use of force incidents. The reporting system shall be designed to help identify trends, improve training and officer safety, and provide timely and accurate information to the Department. Employees shall complete the appropriate Departmental Use of Force Report Form whenever they use force against a subject *above un-resisted handcuffing*. This includes the discharge of a firearm, including accidental discharge of a firearm, or any action that results in or is alleged to have resulted in, injury to or the death of another person. *This requirement shall not apply when an officer simply draws or transports any weapon while on scene.*

1. Officer's Responsibilities:

- a. When an officer finds it necessary to use force to affect an arrest, or for any other law enforcement purpose, whether on duty or off-duty, that officer shall:
 - 1) Notify a Shift Supervisor of the incident as soon as circumstances allow.

- 2) Complete a Use of Force Report Form, which shall list all other employees involved in or witnessing the incident
- 3) All Use of Force Reports must be completed and forwarded to the Shift Supervisor, or designee, as soon as practical after the incident.

The Shift Supervisor will be held responsible to see that this form is completed prior to the Officer leaving their tour of duty. *However, when special circumstances exist, such as those incidents resulting in the death or serious injury of a person, the Chief of Police may grant an extension, on a case-by-case basis, and assign an alternate date and time for use of force reports to be completed and submitted.*

2. Shift Supervisor's Responsibilities

- a. When a use of force incident occurs, the Shift Supervisor, or designee, has the primary responsibility to make certain that all necessary Use of Force Report Forms are properly completed, reviewed for accuracy, and submitted as required by officers under their command. The Shift Supervisor will sign the report and forward it to the Captain of Patrol.
- b. If the use of force involves an officer who did not report to a Patrol Supervisor at that time, the officer's Unit Supervisor shall review and sign the Supervisory portion of the report. Supervisors involved in a use of force incident will forward the Use of Force Report *Form* to the next level of command not involved in the incident.
- c. When an on-duty or off-duty employee has been involved in a use of force incident, which has resulted in death or serious injury to any person, *the Shift Supervisor will immediately report the incident to the Chief Of Police via the chain of command.* This also includes those cases where any firearm is accidentally or purposefully discharged which results in injury or death to any person.
- d. All uses of force which result in death, serious bodily injury, and/or involve suspected excessive force shall be reported and investigated.

3. Office of the Chief Of Police

- a. The Captain of Patrol will review the Use of Force Report Form to determine:
 - 1) Whether the action was consistent with policy and procedure;
 - 2) Whether the action warrants further administrative

review/investigation; and

- 3) Recommendations on equipment upgrades, training, and/or policy issues, if applicable.
 - b. The Captain of Patrol may confer with Department instructors/trainers who specialize in the field of force used, as needed. *The Chief of Police will be informed about any incident that may not be consistent with policy and procedure or indicates the action warrants further administrative review/investigation.*
 - c. In all cases where an officer's action is determined to be a violation of this General Order but not a violation of state law, this distinction shall be made clear in all public discussion of such incidents and in any disciplinary action which may result.
 - d. Annually, the Captain of Patrol will conduct an annual analysis of all "Use of Force" incidents and annually review the policy while providing a comprehensive report to the Chief of Police.

VI. TRAINING AND QUALIFICATIONS

In addition to training required for firearms qualification officers shall receive Department authorized training designed to simulate actual situations and conditions, and, as otherwise necessary, to enhance officers' discretion and judgment in using deadly and non-deadly force in accordance with this policy.

1. All training, including remedial training, will be documented.
2. All officers shall, at least annually, receive in-service training for all lethal weapons, Department's Use of Force Policy, related case law, and vascular neck restraints; if authorized.
3. All officers qualified in the use of impact weapons, OC spray, electronic control weapons, and control techniques shall, at least every two years, re-qualify on such weapons or techniques under the instruction of a certified instructor.
4. Training and proficiency results for any authorized weapon will be documented in the training files. Officers must demonstrate proficiency with weapons in compliance with TN POST requirements.
5. All officers who fail to demonstrate the required proficiency with Department issued weapons shall receive remedial training. Remedial instruction for Department issued firearms shall follow the Department's Firearms Policy.
6. An officer failing to demonstrate proficiency with a weapon shall not return to

duty with that weapon until such time as proficiency is demonstrated and documented.

7. Only officers demonstrating proficiency in the use of Department authorized weapons shall be approved to carry such weapons.

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 3rd day of September, 2020.

Mayor

Finance Director

ATTESTED:

NEW BUSINESS
AGENDA ITEM NO. 4
Resolution to Issue Refunding Bonds, Series 2020

Last month we talked about the opportunity to refund our outstanding 2019 Series bond issue related to the construction of our splash pad. Due to a new relationship between the TN Municipal League Bond Fund and Security Bank and Trust we are able to take advantage of a much more favorable interest rate. Refunding these bonds will save the City around \$65,000. The following resolution is presented for your consideration. Passage of this resolution will allow the refunding to commence.

RESOLUTION NO 1646

RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE, AND PAYMENT OF NOT TO EXCEED \$918,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020, OF THE CITY OF PARIS, TENNESSEE, AND PROVIDING THE DETAILS THEREOF

WHEREAS, the City of Paris, Tennessee (the "Municipality" or the "City"), pursuant to resolutions adopted by the Board of Commissioners (the "Board"), of the Municipality, has heretofore entered into that certain Loan Agreement, dated October 4, 2019, in the original principal amount of \$1,000,000 (the "2019 Loan"), by and among The Public Building Authority of the City of Clarksville, Tennessee, First Horizon Bank, Nashville, Tennessee, and the City, with a rate of 3.60% locked in for the term of the loan;

WHEREAS, the proceeds of the 2019 Loan were used to finance all or a portion of the costs of the construction of a splash pad for the City, including site preparation, infrastructure, plumbing, electrical, bathrooms, pavilions, water features, fencing, parking, outdoor furniture, food service equipment for concessions, and other miscellaneous items to be located in and around the splash pad, the acquisition of all property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, architectural, and engineering costs incident thereto, reimbursement for expenditures related to the foregoing project, and to pay costs incident to the financing thereof (the "Project");

WHEREAS, the 2019 Loan is outstanding in the principal amount of \$918,000 and matures August 1, 2021 through August 1, 2029 (the "Outstanding Indebtedness");

WHEREAS, the Municipality desires to prepay the Outstanding Indebtedness in order to lower the rate of interest payable on the 2019 Loan;

WHEREAS, the Outstanding Indebtedness evidenced by the Loan Agreement may be prepaid in whole at the price of par, plus accrued interest to the date of prepayment, upon proper notice;

WHEREAS, the Board of the Municipality has determined that it is in the best interests of the Municipality to now prepay such Outstanding Indebtedness on the earliest practicable date;

WHEREAS, the Municipality is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), to issue and sell refunding bonds for the purpose of prepaying the Outstanding Indebtedness prior to its maturity;

WHEREAS, a plan of refunding for the Outstanding Indebtedness and a request to sell the refunding bonds by negotiated sale have been submitted to the Director of the Division of Local Government Finance for review as required by Sections 9-21-903, and 9-21-910, respectively, Tennessee Code Annotated, as amended, and the Director of the Division of Local Government Finance has issued a report thereon;

WHEREAS, the Board finds that it is now, therefore, necessary and desirable to provide for the execution, terms, issuance, sale, and payment of not to exceed \$918,000 General Obligation Refunding Bonds, Series 2020 (the "Bonds"); and,

WHEREAS, it is necessary to authorize the form of, terms, and execution of, an agreement for the purchase of the Bonds (the "Bond Purchase Agreement"), to be entered into by and between the Municipality and a bank (the "Purchaser"), in connection with the purchase of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PARIS, TENNESSEE, AS FOLLOWS:

Section 1. Authority. The Bonds herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. Without limiting any other definitions of terms and words in other sections of this Resolution, the following words and terms shall have the meanings indicated unless otherwise plainly apparent from the context:

"Act" means Title 9, Chapter 21, Tennessee Code Annotated, as amended.

"Authorized Representative of the Municipality" means the then Mayor or the then City Recorder of the Municipality, authorized by resolution or by law to act on behalf of and bind the Municipality.

"Board" means the Board of Commissioners of the Municipality.

"Bond" means individually, or "Bonds" means collectively, the General Obligation Refunding Bonds, Series 2020, of the Municipality authorized by this Resolution of the Board.

"Bond Counsel" means an attorney or firm of attorneys recognized as having experience in matters relating to the issuance of municipal obligations.

"Bond Purchase Agreement" means that certain Bond Purchase Agreement, dated the date of the sale of the Bonds, between the Municipality and the Purchaser.

"Bond Registrar" means the City Recorder of the Municipality, or his or her successor, or successors hereafter appointed in the manner provided in this Resolution.

"City Recorder" means the duly appointed, qualified, and acting City Recorder of the Municipality, or his or her successors.

"Closing Date" means the date of delivery and payment of the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of

issuance of the Bonds and as hereafter amended, supplemented, or revised insofar as such amendments, supplements, or revisions shall pertain to or affect the Bonds.

"Interest Payment Date" means each date on which interest shall be payable on any of the Bonds, according to their respective terms so long as any of the Bonds shall be Outstanding.

"Mayor" means the duly elected, qualified, and acting Mayor of the Municipality, or his or her successors.

"Owner", when used with reference to the Bonds, means any entity who shall be the registered owner of any then outstanding Bond or Bonds.

"Principal Payment Date" means such date on which principal shall be payable on any of the Bonds, according to their respective terms so long as any of the Bonds shall be outstanding.

"Resolution" means this Resolution, as supplemented and amended.

Section 3. Authorization. For the purpose of providing funds to prepay the Outstanding Indebtedness, there is hereby authorized to be issued general obligation refunding bonds of the Municipality in the aggregate principal amount of not to exceed Nine Hundred Eighteen Thousand Dollars (\$918,000). No Bonds may be issued under the provisions of this Resolution except in accordance herewith. The Board hereby finds that it is advantageous to the Municipality to issue the Bonds to prepay the Outstanding Indebtedness.

Section 4. Form of Bonds; Execution. (a) The Bonds are issuable only as fully registered bonds, without coupons. All Bonds issued under this Resolution shall be substantially in the form set forth in Exhibit "A" attached hereto, and by this reference incorporated herein as fully as though copied, with such appropriate variations, omissions, and insertions as are permitted or required by this Resolution, the blanks therein to be appropriately completed when the Bonds are prepared, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto or as otherwise desired by the Municipality. The Bonds shall be numbered consecutively from one upwards.

(b) The Bonds shall be executed in such manner as may be prescribed by applicable law in the name, and on behalf, of the Municipality with the manual signature of the Mayor and attested with the manual signature of the City Recorder, and with the official seal of the Municipality impressed or imprinted thereon. The Bonds shall not be valid for any purpose unless authenticated by the manual signature of the Bond Registrar on the certificate set forth on the Bonds.

(c) In the event any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Any Bond may bear the signature of such individuals who, at the actual time of the execution of such Bond, were the proper officers of the Municipality to sign such Bond, although on the date of the adoption by the Municipality of this Resolution, such individuals may not have been such officers.

Section 5. Terms, Payment, and Certain Other Provisions of the Bonds. (a) The Bonds shall be designated "General Obligation Refunding Bonds, Series 2020". Each Bond shall be dated the date of issuance and delivery, or such other date as the Authorized Representatives of the Municipality executing the Bonds shall determine; shall be sold at the price of par; shall bear interest from the date thereof at a

rate or rates to be hereafter determined by the officials of the Municipality executing the Bonds when said Bonds are sold, but not exceeding 2.10% per annum, such interest being payable semiannually on the first day of February and August of each year, commencing February 1, 2021; and, shall be payable on the first day of August in the principal amounts set forth in the Bond Purchase Agreement with the final maturity date of August 1, 2029. If the Bonds are issued through the Tennessee Municipal Bond Fund ("TMBF"), fixed rate loan program, the rate of interest will include an annual fee equal to 15 basis points (0.15%), payable to TMBF by the bank, to be paid from each periodic payment of interest on the Bonds, based on the outstanding principal amount of the Bonds.

In the event that any amount payable on any Bond as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Bond as a prepayment thereof without penalty, and such excess shall not be considered to be interest.

The principal of, and all installments of interest on, any Bond shall bear interest from and after their respective due dates at a rate of interest equal to the rate of interest payable on the principal of such Bond. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

(b) Interest on the Bonds shall be payable by wire transfer, electronic means, or by check or other form of draft of the Bond Registrar, deposited by the Bond Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the Owner of such Bonds, as of the applicable Interest Payment Date, at its address as shown on the Registration Books of the Municipality maintained by the Bond Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. All payments of the principal of and interest on the Bonds shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 6. Redemption. The Bonds shall be subject to redemption, in whole, at the option of the City, upon thirty (30) days written notice to the Purchaser, at the price of par plus accrued interest to the date of redemption. Provided, further, the Municipality may pay additional principal payments on the Bonds upon fifteen (15) calendar days' written notice to the Purchaser.

Section 7. Registration, Negotiability, and Payment. The City Recorder of the Municipality is hereby appointed the Bond Registrar and paying agent (the "Bond Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Bonds, and shall also perform such other duties as may be required in connection with any of the foregoing. The Bond Registrar is hereby authorized to authenticate and deliver the Bonds to the original purchaser thereof, or as it may designate, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bonds to be transferred in proper form with proper documentation as herein described. The Bonds shall not be valid for any purpose unless authenticated by the Bond Registrar by the manual signature of the Bond Registrar on the certificate set forth in Exhibit "A" hereto. The Bonds shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Bonds shall be valid unless such transfer is noted upon the Registration Books and until such Bond is surrendered, cancelled, and exchanged for a new Bond which shall be issued to the transferee, subject to all the conditions contained herein.

Section 8. Transfer of Bonds. (a) Each Bond shall be transferable only on the Registration Books maintained by the Bond Registrar at the office of the Bond Registrar, upon the surrender for cancellation thereof at the office of the Bond Registrar, together with an assignment of such Bond duly executed by the Owner thereof or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Bond, the Bond Registrar shall, in exchange for the surrendered Bond or Bonds, deliver in the name of the transferee or transferees a new Bond or Bonds of authorized denominations, of the same aggregate principal amount and maturity and rate of interest as such surrendered Bond or Bonds, and the transferee or transferees shall take such new Bond or Bonds subject to all of the conditions herein contained.

(b) The Municipality and the Bond Registrar may deem and treat the entity in whose name any Bond shall be registered upon the Registration Books maintained by the Bond Registrar as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of, and the interest on, such Bond and for all other purposes. All such payments so made to the registered Owner thereof shall be valid and effectual to satisfy and discharge the liability of the Municipality or the Bond Registrar upon such Bond to the extent of the sum or sums so paid. Neither the Municipality nor the Bond Registrar shall be affected by any notice to the contrary.

Section 9. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Bonds is exercised, the Municipality shall execute, and the Bond Registrar shall deliver, Bonds in accordance with the provisions of this Resolution. For every transfer of Bonds, whether temporary or definitive, the Municipality and the Bond Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, and other governmental charges shall be paid by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the Municipality nor the Bond Registrar shall be obligated to transfer any Bond after the fifteenth (15th) calendar day of the month next preceding an Interest Payment Date.

Section 10. Mutilated, Lost, Stolen, or Destroyed Bonds. In the event any Bond issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such Bond shall, at the written request of the Owner, be cancelled on the Registration Books and a new Bond shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Bond. Thereafter, should such mutilated, lost, stolen, or destroyed Bond or Bonds come into possession of the Owner, such Bonds shall be returned to the Bond Registrar for destruction by the Bond Registrar. If the principal on said mutilated, lost, stolen, or destroyed Bond shall be due within fifteen (15) calendar days of receipt of the written request of the Owner for authentication and delivery of a new Bond, payment therefor shall be made as scheduled in lieu of issuing a new Bond. In every case the Owner shall certify in writing as to the destruction, theft, or loss of such Bond, and shall provide indemnification satisfactory to the Municipality and to the Bond Registrar, if required by the Municipality and the Bond Registrar.

Section 11. Authentication. Only such of the Bonds as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Bond Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Bond shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Bond Registrar. Such executed certificate of authentication by the Bond Registrar upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 12. Source of Payment and Security. The Bonds, including the principal thereof and the interest thereon, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. The Bonds shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Bonds the full faith and credit of the Municipality is hereby irrevocably pledged.

Section 13. Levy of Taxes. For the purpose of providing for the payment of the principal of, and interest on, the Bonds, there shall be levied in each year in which such Bonds shall be outstanding, to the extent necessary, a direct tax on all taxable property in the Municipality, fully sufficient, to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount. The Board of the Municipality is required by law and shall and does hereby pledge to levy such tax. Principal and interest, or either of the foregoing, falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected.

Section 14. Sale of Bonds. (a) The Bonds herein authorized are authorized to be sold by the Mayor at a private negotiated sale at a price of not less than par in accordance with the provisions of the Bond Purchase Agreement. The Bonds shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Bonds, as set forth in such Bond Purchase Agreement.

The Mayor, in consultation with the Purchaser of the Bonds, is authorized, prior to the sale of the Bonds and the execution of the Bond Purchase Agreement, to make such changes in the structuring of the terms of the Bonds as the Mayor shall deem necessary to provide for the most efficient refunding of the Outstanding Indebtedness, as may be in the best interests of the Municipality.

(b) The form, content, and provisions of the Bond Purchase Agreement as presented to this meeting of the Board and attached hereto as Exhibit "B," are in all particulars approved, and the Mayor and the City Recorder are hereby authorized, empowered, and directed to execute, acknowledge, and deliver said Bond Purchase Agreement in the name, and on behalf of the Municipality.

The Bond Purchase Agreement is to be in substantially the form now before this meeting of the Board, or with such changes therein as shall be approved by the Mayor and City Recorder executing the same, their execution thereof to constitute conclusive evidence of the approval of any and all such changes or revisions.

The Authorized Representatives of the Municipality are hereby authorized, empowered, and directed, from and after the execution and delivery of the Bond Purchase Agreement to do all acts and things, and execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Bond Purchase Agreement, as executed and delivered.

Section 15. Disposition of Bond Proceeds. The proceeds from the sale of the Bonds shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof. Said proceeds shall be used, together with other available funds of the Municipality to prepay the Outstanding

Indebtedness, such prepayment to occur on the first available date, but in no event later than eighty-nine (89) days from the date of issuance of the Bonds and to pay costs of issuance in connection with the Bonds.

Section 16. Prepayment of the Outstanding Indebtedness. The Outstanding Indebtedness maturing August 1, 2021 through August 1, 2029, inclusive, is hereby authorized to be prepaid and notice of such intent to prepay the Outstanding Indebtedness shall be given by the Municipality in accordance with the provisions of the Loan Agreement.

Section 17. Non-Arbitrage Certification. The Municipality certifies and covenants with the Owner of the Bonds that so long as the principal of any Bond remains unpaid, monies on deposit in any fund or account in connection with the Bonds, whether or not from any other source, will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when, and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of Bond Counsel, result in making the interest on the Bonds subject to federal income taxation.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom, and the Municipality represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as such term is defined and used in the Code, pursuant to the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income of the Owner of the Bonds for purposes of federal income taxation.

Section 18. Designation of Bonds Qualified Tax-Exempt Obligations. The Municipality hereby designates the Bonds as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Municipality reasonably anticipates that the amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii)) which will be issued during the calendar year by the Municipality (i) any issuer with respect to which the Municipality is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed \$10,000,000, and not more than \$10,000,000 of obligations issued by the Municipality (together with those issued by any other issuers that are treated as on issuer under such Section 265(b)(3)) during the 2020 calendar year will be designated as "qualified tax-exempt obligations".

Section 19. Resolution a Contract; Amendments. The provisions of this Resolution shall constitute a contract between the Municipality and the Owner of the Bonds and after the issuance of the Bonds, no change, variation, or alteration of any kind in the provisions of this Resolution which would impair the rights of the Owner shall be made in any manner, until such time as all installments of the principal of and interest on the Bonds shall have been paid in full unless the consent of all of the Owner of all then outstanding Bonds has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights of the Owner. The laws of the State of Tennessee shall govern this Resolution.

Section 20. Remedies. Any Owner of the Bonds shall have such remedies as provided by Title 9, Chapter 21, Section 216, Tennessee Code Annotated, as amended.

Section 21. Failure to Present Bonds. In the event any Bond shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Bond shall be held by the Bond Registrar for the benefit of the Owner thereof, all liability of the Municipality to such Owner for the payment of such Bond shall forthwith cease, terminate, and be completely discharged. Thereupon, the Bond Registrar shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Bond, subject to escheat or other similar law, and any applicable statute of limitation.

Section 22. Payments Due on Saturdays, Sundays, and Holidays. In any case where the date of maturity or interest on or principal of any Bond shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions in the State of Tennessee are authorized by law to close, then the payment of the interest on, or the principal of such Bond need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions in the State of Tennessee are authorized by law to close, with the same force and effect as if made on the date of maturity and no interest shall accrue for the period after such date.

Section 23. No Action to be Taken Affecting Validity of the Bonds. The Board hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Bonds or limit the rights and remedies of the Owner from time to time of such Bonds or affect the exclusion of interest thereon from the gross income of the Owner thereof for federal income tax purposes.

Section 24. Miscellaneous Acts. The Mayor, the City Recorder, the City Manager, and all other appropriate officials of the Municipality, are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery of the Bonds and for the redemption of the Outstanding Indebtedness.

Section 25. No Recourse Under Resolution or on Bonds. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Bonds.

Section 26. Partial Invalidity. If any one or more of the sections, paragraph, or provisions of this Resolution, or of any exhibit or attachment hereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment hereto, but this Resolution, and the exhibits and attachments hereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein or therein, as the case may be.

Section 27. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption, the welfare of the Municipality requiring it.

Approved and adopted this 3rd day of September, 2020.

Mayor

ATTEST:

City Recorder

STATE OF TENNESSEE)
COUNTY OF HENRY

I, Traci Shannon, hereby certify that I am the duly qualified and acting Recorder of the City of Paris, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Commissioners (the "Board"), of said Municipality held on September 3, 2020; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed \$918,000 General Obligation Refunding Bonds, Series 2020, by said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 3rd day of September, 2020.

City Recorder

(SEAL)

EXHIBIT A - FORM OF BOND

**Registered
No.** _____

**Registered
\$** _____

**UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF PARIS
GENERAL OBLIGATION REFUNDING BOND,
SERIES 2020**

Dated Date:

Registered Owner:

Principal Amount:

THE CITY OF PARIS, TENNESSEE (the "Municipality" or the "City"), a lawfully organized and existing municipal corporation, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Principal Payment Dates and in the Principal Amounts set forth on Exhibit A attached hereto and incorporated herein as fully as though copied, and to pay interest on said Principal Amounts from the date hereof, or such later date as to which interest has been paid, to the Principal Payment Dates set forth on Exhibit A, semiannually on February 1 and August 1 of each year, commencing February 1, 2021, at the Interest Rate per annum set forth on Exhibit A, with principal and interest being payable by wire transfer, check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the City Recorder maintained at the principal office of the City Recorder, Paris, Tennessee, or his or her successor as registrar and paying agent (the "Bond Registrar"), on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this bond under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and all installments of interest hereon, shall bear interest from and after their respective due dates at the same rate of interest payable on the principal hereof.

This Bond is authorized and issued pursuant to and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended. Section 9-21-117, Tennessee Code Annotated, as amended, provides that this

Bond and the income therefrom shall be exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, transfer, and estate taxes, and except as otherwise provided in said Code.

This Bond is known as "General Obligation Refunding Bond, Series 2020" (the "Bond"), issued by the Municipality in the original principal amount of \$918,000. The Bond, which is issued for the purpose of providing funds to prepay the outstanding principal of that certain Loan Agreement, dated October 4, 2019, in the original amount of \$1,000,000 (the "Loan Agreement"), with a public building authority, the proceeds of such loan having been used by the Municipality to finance on, infrastructure, plumbing, electrical, bathrooms, pavilions, water features, fencing, parking, outdoor furniture, food service equipment for concessions, and other miscellaneous items to be located in and around the splash pad, the acquisition of all property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, architectural, and engineering costs incident thereto, reimbursement for expenditures related to the foregoing project, and to pay costs incident to the financing thereof, which is outstanding in the principal amount of \$918,000, and matures August 1, 2021 through August 1, 2029, is authorized by appropriate resolutions of the Board of Commissioners and particularly that certain Resolution of the Board of Commissioners, adopted on September 3, 2020, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution as so amended or supplemented, being herein called the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of said Resolution are on file at the office of the City Recorder of the Municipality, and reference is hereby made to said Resolution and the Act, for a more complete statement of the terms and conditions upon which the Bond is issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This Bond is further issued pursuant to the provisions of that certain Bond Purchase Agreement, dated of even date herewith, by and between the Municipality and Security Bank and Trust, Paris, Tennessee, as the purchaser of the Bond (the "Bank"). This Bond shall be subject to the provisions set forth in the Bond Purchase Agreement.

This Bond is payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. For the prompt payment of this Bond, both principal and interest, as the same shall become due, the full faith, and credit of the Municipality is hereby irrevocably pledged.

The Municipality has designated the Bond as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Subject to the provisions for registration and transfer contained herein and in the Resolution, this Bond is transferable by the Registered Owner hereof by its attorney or legal representative at the office of the Bond Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this Bond. Upon any such transfer, the Municipality shall execute and the Bond Registrar shall authenticate and deliver in exchange for this Bond a new fully registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate. For every exchange or transfer of bonds, whether temporary or definitive, the Municipality and the Bond Registrar may make a charge, unless otherwise

herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, or other governmental charges shall be paid by the entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The Municipality and the Bond Registrar may deem and treat the entity in whose name this Bond is registered as the absolute owner hereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of, and interest on, this Bond and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid, and neither the Municipality nor the Bond Registrar shall be affected by any notice to the contrary.

The Bond is issuable only as a fully registered Bond, without coupons, in the denomination of \$918,000. At the principal office of the Bond Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, the Bond may be exchanged for an equal principal amount of bonds of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Bond shall be subject to redemption, in whole, upon not less than thirty (30) days' written notice to the Bank, at the option of the City, at the price of par plus and accrued interest to the date of redemption. Provided, further, the City may pay additional principal payments on the Bonds upon fifteen (15) calendar days' written notice to the Bank.

This Bond shall have all the qualities and incidents of, and shall be a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such Bond. This Bond is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to, and in the issuance of, this Bond in order to make this Bond a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee, and that this Bond and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE CITY OF PARIS, TENNESSEE, by its Board of Commissioners has caused this Bond to be executed by the manual signature of the Mayor and attested by the manual signature of the City Recorder, to have its official seal to be impressed or imprinted hereon, all as of _____, 2020.

EXHIBIT B – FORM OF BOND PURCHASE AGREEMENT

CITY OF PARIS, TENNESSEE

AND

**SECURITY BANK AND TRUST,
PARIS, TENNESSEE**

BOND PURCHASE AGREEMENT

Dated: September ____, 2020

**\$918,000
GENERAL OBLIGATION REFUNDING BOND,
SERIES 2020**

BOND PURCHASE AGREEMENT

City of Paris, Tennessee
\$918,000
General Obligation Refunding Bond, Series 2020

THIS BOND PURCHASE AGREEMENT (the "Bond Purchase Agreement"), dated September ____, 2020, is by and between the CITY OF PARIS, TENNESSEE, a municipal corporation duly organized and existing under the laws of the State of Tennessee (the "Municipality" or the "City"), and SECURITY BANK AND TRUST, Paris, Tennessee, a banking corporation (the "Purchaser" or the "Bank"):

Section 1. Background.

1.1 (a) The Municipality will issue its \$918,000 General Obligation Refunding Bond, Series 2020, dated the date of issuance and delivery (the "Refunding Bond"), for the purpose of prepaying the outstanding principal of that certain Loan Agreement, dated October 4, 2019, in the original amount of \$1,000,000 (the "Loan Agreement"), with a public building authority, the proceeds of such loan having been used by the Municipality to finance on, infrastructure, plumbing, electrical, bathrooms, pavilions, water features, fencing, parking, outdoor furniture, food service equipment for concessions, and other miscellaneous items to be located in and around the splash pad, the acquisition of all property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, architectural, and engineering costs incident thereto, reimbursement for expenditures related to the foregoing project, and to pay costs incident to the financing thereof, which is outstanding in the principal amount of \$918,000, and matures August 1, 2021 through August 1, 2029 (the "Outstanding Indebtedness");

(b) The Refunding Bond is issued pursuant to that certain resolution adopted by the Board of Commissioners of the Municipality on September 3, 2020 (the "Resolution").

(c) In accordance with the Resolution, the proceeds of the Refunding Bond will be used on or before October 1, 2020, to prepay the Outstanding Indebtedness.

1.2 The Refunding Bond shall be in substantially the form set forth in the Resolution; shall be issuable as a fully registered bond, in the denomination of \$918,000; shall be dated the date of issuance and delivery; shall bear interest from such date payable semiannually on February 1 and August 1 of each year, with the first interest payment to be made on February 1, 2021; shall bear interest at the rate of __%, and shall mature on the first day of August in the years and in the principal amounts set forth below:

<u>Year</u>	<u>Principal Amount</u>
2021	\$ 87,000
2022	91,000
2023	94,000
2024	98,000
2025	101,000
2026	105,000
2027	111,000
2028	114,000
2029	<u>118,000</u>
Total	\$918,000

1.3 The Refunding Bond shall be subject to redemption, at the option of the City, upon thirty (30) days calendar days' written notice, to the Bank, in full, at the price of par plus accrued interest to the date of redemption. Provided, further, the City may pay additional principal payments on the Refunding Bond upon fifteen (15) calendar days' written notice to the Bank.

1.4 The Refunding Bond is payable as to both principal and interest from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, or amount and for which the punctual payment of the principal of and interest on the Refunding Bond, the full faith and credit of the Municipality is irrevocably pledged.

Section 2. Representations and Warranties of the Municipality.

The Municipality represents and warrants to the Bank (which representations and warranties will survive the purchase and delivery of the Refunding Bond) that:

2.1 The Municipality is a municipal corporation duly organized and validly existing under the laws of the State of Tennessee, and is authorized and empowered by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as the same may be from time to time supplemented and amended (the "Act"), and its Charter to enter into the transactions contemplated by this Bond Purchase Agreement and to carry out its obligations hereunder.

2.2 The Municipality has complied with the provisions of the Act and its Charter and has full power and authority to issue and sell the Refunding Bond as provided herein and in the Resolution and has full power and authority to enter into and has duly authorized the execution and delivery of the Resolution and this Bond Purchase Agreement.

2.3 The Resolution duly adopted by the Municipality and still in force and effect authorizes (1) the execution, delivery, and due performance of this Bond Purchase Agreement and the Refunding Bond, and (ii) the taking of any and all action as may be required on the part of the Municipality to carry out, give effect to and consummate the transactions contemplated by this Bond Purchase Agreement.

2.4 This Bond Purchase Agreement upon its effective date, will, assuming due execution by the other parties hereto, constitute a legal, valid, and binding obligation of the Municipality in accordance with its terms.

2.5 The Refunding Bond, when issued, delivered, and paid for as provided in this Bond Purchase Agreement is the valid and binding obligation of the Municipality enforceable in accordance with and entitled to the benefits and security of the Resolution and the other security therefor.

2.6 There is no action, suit, proceeding, or investigation at law or in equity or before or by any court, public Board or body pending or, to the knowledge of the Municipality, threatened against or affecting the Municipality (or, to the knowledge of the Municipality, any basis therefor) wherein an unfavorable decision, ruling, or finding would adversely affect (i) the transactions contemplated by this Bond Purchase Agreement or the validity of the Refunding Bond, the Resolution, this Bond Purchase Agreement, or any agreement or instrument to which the Municipality is a party and which is used or contemplated for use in the completion of the transactions contemplated hereby or (ii) the exclusion of interest on the Refunding Bond from gross income of the holders thereof for federal income tax purposes.

2.7 The execution and delivery of this Bond Purchase Agreement, the Refunding Bond, the Resolution, and the other agreements contemplated hereby and in compliance with the provisions thereof will not conflict with or constitute on the part of the Municipality a breach of or a default under any existing agreement, indenture, mortgage, lease, or other instrument to which the Municipality is subject or by which it is or may be bound or, to the best knowledge of the Municipality, any law, regulation, order, or decree applicable to the Municipality, of any court, regulatory body or administrative body having jurisdiction over the Municipality or its Refunding Bond.

2.8 Any certificate signed by an authorized officer of the Municipality delivered to any other party hereto shall be deemed a representation and warranty by the Municipality to any such party as to the statements made by the Municipality herein.

2.9 No further approval, consent, authorization or order of, or filing, registration or declaration with, or withholding of objection on the part of, any court or regulatory body, federal, state or local, is required in connection with (i) the issuance and delivery of the Refunding Bond by the Municipality, or (ii) the execution or delivery of or compliance by the Municipality with the terms and conditions of this Bond Purchase Agreement, the Resolution, or the Refunding Bond.

2.10 The Municipality will apply the proceeds from the sale of the Refunding Bond as provided in and subject to all the terms of the Resolution and will observe all covenants of Municipality in such Resolution.

2.11 The Municipality will not take any action or permit any action to be taken on its behalf, or cause or permit any circumstances within its control to arise or continue, if such action or circumstances will adversely affect the exclusion from gross income of the interest on the Refunding Bonds for federal tax purposes.

Section 3. Representations and Warranties of the Bank.

3.1 The Bank has received all necessary information with respect to the Municipality necessary in order to purchase the Refunding Bond.

3.2. The Resolution, the Refunding Bond, and this Bond Purchase Agreement have been approved by the Bank and contain the terms agreed to by the Bank.

3.3 The Bank has made its own independent investigation and evaluation of the financial position of the Municipality, or has caused such investigation and evaluation of the Municipality to be made by persons it deems competent to do so.

Section 4. Purchase, Sale, and Closing.

4.1 Subject to the terms and conditions herein set forth, the Municipality agrees to sell to the Bank and the Bank agrees to purchase from the Municipality the Refunding Bond in the principal amount of \$918,000 at the price of par.

The closing for the Refunding Bond (the "Closing") will be held on September ____, 2020 (the "Closing Date"). Payment for the Refunding Bond shall be made in a manner satisfactory to the Municipality and the Bank in immediately available funds (unless agreed upon otherwise by the Bank) against delivery to the Bank of the Refunding Bond purchased thereby. The Refunding Bond will be delivered at the Closing to the Bank.

4.2 The Bank's obligations to pay for the Refunding Bond and the obligations of the Municipality to issue the Refunding Bond are subject to the fulfillment of the following conditions at or before the Closing:

(a) The Municipality's representations hereunder are true as of the date hereof.

(b) The Resolution shall be in full force and effect and shall not have been amended or modified in any way which would adversely affect the Refunding Bond or the rights of any of the Bank and there shall have been no material adverse change in the properties, business (financial or otherwise), or results of the operation of the Municipality since the date of the adoption of the Resolution.

(c) The Municipality shall not have defaulted in any of its respective covenants hereunder.

(d) The Refunding Bond and the Resolution, shall have been duly authorized, executed, and delivered in the form heretofore approved by the Bank with only such changes therein as the Bank and the other parties thereto shall mutually agree upon.

(e) The Bank shall have received or approved:

(i) an opinion of Bond Counsel, dated as of the Closing, in form and substance satisfactory to the Bank;

(ii) an opinion of counsel to the Municipality, dated as of the Closing, in form and substance satisfactory to the Bank;

(iii) copy of the executed Resolution; and,

(iv) closing certificates in forms satisfactory to the Bank.

(f) As of the date hereof there shall not be any litigation or proceeding pending or threatened challenging the validity of this Bond Purchase Agreement, the Resolution, the Refunding Bond, or any other attendant documents, impairing the ability of the Municipality to pay the Refunding Bond, or seeking to enjoin any of the transactions referred to therein, and the Bank shall have received a certificate or certificates to this effect.

Section 5. Miscellaneous.

5.1 No omission or delay by the Bank or the Municipality in exercising any right or power under this Bond Purchase Agreement will impair such right or power or be construed to be a waiver of any default or an acquiescence therein, any single or partial exercise of any such right or power will not preclude any other or further exercise thereof or the exercise of any other right, and no waiver will be valid unless in writing and signed by the Bank or, if a waiver of default is properly waivable by the Municipality, then signed by the Municipality and the Bank and then only to the extent specified. All remedies herein and by law afforded will be cumulative and will be available to the Bank and the Municipality until the Refunding Bond is paid in full.

5.2 This Bond Purchase Agreement and the rights and obligations of the parties hereunder shall not be assigned nor shall this Bond Purchase Agreement be amended without the written consent of the Bank and the Municipality.

5.3 A written notice required or permitted by this Bond Purchase Agreement may be delivered by depositing it in the United States mail, postage prepaid, as follows:

If to the Municipality:

City of Paris, Tennessee
100 N. Caldwell
Paris, Tennessee 38242
Attention: Mayor

If to the Bank:

Security Bank and Trust
210 W. Washington Street
Paris, Tennessee 38242
Attention: Brian Kissell

5.4 This Bond Purchase Agreement has been executed and delivered in the State of Tennessee and it is the intention of the parties hereto that such document shall be governed by and construed in accordance with the laws of such State.

5.5 All representations, warranties, and agreements of the Municipality shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Bank, and shall survive delivery of the Refunding Bond to the Bank.

5.6 This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

5.7 The officers of the Municipality shall not be personally liable for any amounts, costs, losses, damages, or liabilities caused or incurred by the Municipality, the Bank, this Bond Purchase Agreement, the Resolution, or any other document or certification whatsoever, or for the payment of any other sum or the performance of any obligation or covenant under any of the above.

IN WITNESS WHEREOF, the parties hereto have caused this Bond Purchase Agreement to be executed in their names and on their behalf as follows:

CITY OF PARIS, TENNESSEE

By: _____
Mayor

ATTEST:

By: _____
City Recorder

SECURITY BANK AND TRUST
Paris, Tennessee

By: _____

Title: _____

**NEW BUSINESS
AGENDA ITEM NO. 5
Approval of First Amendment to the Economic Impact Plan for VRL Hotels**

The Paris Industrial Development Board met yesterday and approved the financing documents for the VRL Hampton Inn project. Included in the approved documentation was an amendment to the Economic Impact Plan which is below for your review. Back in March when the pandemic first hit the developer, Victor Patel, called and said he needed to put the development on hold to see how severely the pandemic would affect the hotel industry, and because the bank had put his financing on hold for the same reason. A few weeks ago the bank agreed to the financing and everything started moving again but because of the delay Victor asked for an extension to the required completion date of the build. When the plan was approved the completion date was October 31, 2021, Victor requested a new completion date of May 31, 2022. He doesn't think he will need this long, but wants to be on the safe side. His request was approved by the IDB at their meeting yesterday, but also needs to be approved by the City and County Commissions.

**FIRST AMENDMENT TO ECONOMIC IMPACT PLAN
FOR
THE VRL HOTELS ECONOMIC DEVELOPMENT PLAN AREA**

THIS FIRST AMENDMENT TO PLAN (hereinafter "Amendment") is made and entered into as of the 2nd day of September, 2020 (the "Effective Date"), by and among THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF PARIS, TENNESSEE, a public, nonprofit corporation organized and existing under the laws of the State of Tennessee (the "Board"), and CITY OF PARIS, TENNESSEE (the "City") and HENRY COUNTY, TENNESSEE (the "County").

WITNESSETH:

WHEREAS, the Board approved, after a public hearing, an economic impact plan entitled "The Industrial Development Board of the City of Paris, Tennessee, Economic Impact Plan for the VRL Hotels Economic Development Plan Area" (the "Plan"), and thereafter the Plan was approved by the Board of Commissioners of the City and the County Commission of the County (the Plan is incorporated herein by reference, and capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning assigned to such terms in the Plan); and

WHEREAS, the Board desires to amend the Plan to change the first allocation of the Available Increment from calendar year 2021 to calendar year 2022, and the City and the County desire to approve said amendment pursuant hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Board and the Company hereby agree as follows:

1. Change of Date. Each and every reference to the year "2021" in the Plan is hereby changed to and replaced with a reference to the year "2022," it being agreed and understood that the allocation of the Available Increment under the Plan shall begin in calendar year 2022.

Full Force and Effect. The Plan is and shall remain in full force and effect, is hereby ratified and affirmed as modified hereby.

Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

(Signatures on the following page)

In witness whereof the parties hereto have entered into this Amendment as of the Effective Date.

APPROVED:

**THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF
PARIS, TENNESSEE**

By: _____
Title: Chairman
Date: September 2, 2020

APPROVED:

CITY OF PARIS, TENNESSEE

By: _____
Title: Mayor
Date: September 3, 2020

APPROVED:

HENRY COUNTY, TENNESSEE

By: _____
Title: Mayor
Date: September 21, 2020

EXHIBIT A
REQUISITION FOR REIMBURSEMENT

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF PARIS, TENNESSEE, ECONOMIC IMPACT PLAN FOR THE VRL HOTELS ECONOMIC DEVELOPMENT PLAN AREA (THE "PLAN")

Certificate No.: _____

Date: _____, 202__

Pay to: VRL HOTELS 2, LLC ("Company")

Amount: \$ _____

Purpose: Draw under Project Agreement, dated as of December 5, 2019, as amended by the First Amendment to Project Agreement, dated September 2, 2020 (collectively, the "Project Agreement"), by and between the Company and the Industrial Development Board of the City of Paris, Tennessee ("Board"), and pursuant to the Loan and Security Agreement (the "Loan and Security Agreement"), by and among the Board, the Company and Security Bank and Trust Company ("Lender")

The undersigned hereby authorizes and requests the above stated payment and disbursement as provided in the Project Agreement and the Loan and Security Agreement. Capitalized terms used in this Requisition and not otherwise defined herein shall have the meaning assigned to such terms in the Plan, the Project Agreement and the Loan and Security Agreement, as applicable.

The undersigned Company hereby certifies with respect to this requisition as follows:

1. That the Company has made at least \$7,300,000.00 in capital expenditures to construct and equip the Project pursuant to the Construction Plans.
2. That the Date of Completion has occurred.
3. That obligations in the amount stated above have been incurred by or on behalf of the Company for Project Infrastructure Costs and are more fully described on **Schedule 1** hereto, and that each item thereof constitutes "Project Infrastructure Costs" and has not been previously paid or reimbursed with proceeds of the Note or otherwise.
4. That there has not been filed with or served upon the Board or the Company notice of any lien, right to lien or attachment upon, or claim affecting the right of any person to receive payment of the respective amounts stated in such requisition which has not been released or which will not be released simultaneously with the payment of such obligation.
5. That such requisition contains no item representing payment on account of any retained percentage that the Company is at the date of such requisition entitled to retain.
6. The reimbursement payment in the amount stated above is instructed to be paid to the Company or the Lender in accordance with the wiring instructions set forth on **Schedule 2** hereto .

The Company:

VRL Hotels 2, LLC,
a Tennessee limited liability company

By: _____
Title: _____

APPROVED:

Board:

**INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF
PARIS, TENNESSEE**

By: _____
Title: _____

Lender:

SECURITY BANK AND TRUST COMPANY

By: _____
Title: _____

STATUS OF VARIOUS PROJECTS
September 2020

	PRIMARY STAFF	TARGET COMPLETION DATE(S)	NOTES
HOME Grant	Morris/Foster	2022 (if awarded)	We are waiting on our grant contract. Once the contract has been fully executed we will begin the NEPA (environmental) phase which usually takes at least six months.
Back Alley Paris	Foster/Morris/ Ray(DPA)	June 2020	We were awarded a \$2,000 grant with a 50% match requirement. Kathy is working with Dan Knowles to develop the artwork for the next project.
TA Grant for Sidewalks along Wilson & Patriot	Foster/Morris	Spring 2022	Updated ROW plans have been submitted to TDOT for review. Title work has been completed and are being compared to the surveyor's information.
2018 LPRF Grant for Splash pad	Foster/Lawrence/ Morris	September 2020	Fencing and sod are about 75% complete. Parking lot has a couple of needed fixes and striping. Bathroom building is about 75% complete. We are down to the last few details. We will have a walk-through on Sept. 2 to create a punch list. Ribbon cutting is scheduled for Sept. 16 at 10:00 a.m.
2018 STBG Project for Signalization & Safety Upgrades at 3 Intersections Downtown	Foster/Morris	Spring 2022	Final NEPA document was sent to TDOT on 8/17/20 for review/approval. Surveyors were on site last week. Once they have submitted their report TLM will verify their findings.
Rison St Bridge Replacement	Foster/Morris	Fall 2021	The NEPA document has been finalized and submitted to TDOT for approval. They will review in the next few weeks. We anticipate receiving a Notice to Proceed by the end of October.
2019 Tourism Enhancement Grant for Eiffel Tower Upgrades	Foster/Morris/La wrence	Fall 2020	A local sign company is working on the design for the sign. Paving will not be done until after the splash pad is complete and we don't have to worry about heavy equipment damaging newly laid pavement.
2019 Multimodal Access Grant for 4 Downtown Intersections	Foster/ Morris	Spring 2022	We have received NTP for NEPA. TLM and TDOT are working on an agreement to use the NEPA documents from the STBG project since all intersections were included. We are close to being able to combine these into one project for practical purposes.
BCBS Healthy Place Grant	Morris/Lawrence	Summer of 2021 (if awarded)	The City has applied for this grant again this year. We discovered at the last minute that the County could not apply for a playground to be located on land (Eiffel Tower Park) they don't own. As a reminder, this is a 100% grant valued at approximately \$750,000 plus money for upkeep.