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 May 7, 2020 5:00 P.M.

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 Meetings: Regular Meeting – March 5, 2020

Board Will Hear Comments from Citizens

Board Will Hear Comments from the Commission

Service Resolutions and Proclamations:

OLD BUSINESS

None

NEW BUSINESS

- 1.) Financial Update: Traci Shannon, Finance Director
- 2.) Appointments to Boards: None
- 3.) Ordinance to Amend the Fiscal Year 2020 Budget: Kim Foster, City Manager
- 4.) Municipal Elections: Kim Foster, City Manager
- 5.) Henry County-City of Paris Joint Bicentennial Plan: Carl Holder, Event Chairman

6.) Resolution to Add a Leave Donations Policy to and Change the Sick Leave Policy of the City of Paris Personnel Policy: Kim Foster, City Manager

7.) Resolution Authorizing the Formation of the Paris Utility Authority: Terry Wimberley, Paris BPU General Manager

Various Projects Updates: Kim Foster, City Manager

Adjournment

NEW BUSINESS AGENDA ITEM NO.1 <u>Financial Update</u>

Narrative to March 2020 Operating Statement

Our retail sales tax revenue for the month of February was up 3.28% compared to last February. Fiscal year-to-date we are ahead by 1.82%.

General Fund revenues were above expenditures for the month of March and also for the fiscal year-to-date. At this time, expenditures are 10 percent under budget and revenues are right at the budgeted amount. This looks good for now, however, expenses will catch up in May when the principal payments are due on our debt.

Other Business:

New Employees: One part-time (Civic Center), One part-time (Parks Dept.) **Resignations:** One full-time Street Dept. laborer

Note: We currently have three open positions – one in Parks and two in the Street Dept. We have imposed a hiring freeze until we can determine how revenues are going to be impacted by the COVID-19 pandemic.

We issued six business licenses in March:

New Business: Refreshment of TN (RTI), Woodall Companies LLC, Above All Lawn & Landscaping

Add'I Location: Rhino Construction LLC

Minimal License Renewal: Sois Belle M&P, Wacky Cactus Boutique

CITY OF PARIS, TENNESSEE RETAIL SALES TAX REVENUE

	RETAIL SALES TAX REVENUE						
	FY2016	FY2017	FY2018	FY2019	FY2020	% Incr(Decr)	
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			
APRIL	\$768,632	\$792,642	\$774,320	\$849,875			
ΜΑΥ	\$762,746	\$796,500	\$840,600	\$863,697			
JUNE	\$839,825	\$871,656	\$849,365	\$873,145			
TOTAL	\$9,209,776	\$9,442,243	\$9,598,946	\$9,717,515	\$6,366,766		
Previous YTD % Increase/Decrease		2.52%	1.66%	1.24%	1.82%		

MONTHLY OPERATING STATEMENT MARCH 2020

REVENUES	<u>Annual</u> Budget	Current Month	<u>Yr to Date</u>	Percent Realized
Property Taxes	1,490,000	81,220	1,415,258	94.98%
Local Option Sales Tax	4,800,000	349,408	3,610,156	75.21%
Wholesale Liquor / Beer	760,000	52,742	609,429	80.19%
Business Tax	370,000	4,964	75,912	20.52%
Fees & Licenses	162,500	1,100	124,270	76.47%
In Lieu Payments	882,750	59,986	579,920	65.69%
Grants	1,191,125	327,955	629,508	52.85%
State Shared taxes	1,450,000	170,705	1,211,990	83.59%
All Other	2,649,668	520,716	2,107,175	79.53%
Total General Fund Revenue	13,756,043	1,568,796	10,363,618	75.34%
Solid Waste Collection - BPU	1,230,000	102,387	916,300	74.50%
Solid Waste Disposal - Transfer	280,000	35,265	273,359	97.63%
Other Revenue	400	60	3,555	888.64%
Total Sanitation	1,510,400	137,712	1,193,214	79.00%
Gate Receipts - Brush & Debris	150,000	7,324	85,264	56.84%
County Share Operating Exp	38,500	0	17,328	45.01%
Gate Receipts - Tires	8,000	183	3,261	40.76%
Other Revenue	30,450	3	31,445	103.27%
Total Landfill	226,950	7,510	137,299	60.50%
Total Drug Fund	63,075	1,784	37,963	60.19%
TOTAL REVENUES	15,556,468	1,715,802	11,732,093	75.42%

EXPENDITURES	<u>Annual</u> Budget	<u>Current</u> <u>Month</u>	<u>Yr to Date</u>	<u>Percent</u> <u>Realized</u>
Grants & Donations	237,540	3,392	216,968	91.34%
General Administration	420,135	25,995	299,701	71.33%
Economic Development	166,912	8,970	53,922	32.31%
Elections	0	0	0	#DIV/0!
Financial Administration	302,132	19,639	222,109	73.51%
City Hall Building	92,840	6,420	68,660	73.95%
Police Department	2,088,967	162,698	1,504,428	72.02%
Downtown Parking	1,000	0	206	20.56%
Emergency Communications	663,104	48,408	457,991	69.07%
Fire Department	1,710,753	128,184	1,217,537	71.17%
Building Inspection	93,046	5,497	66,108	71.05%
Street Maintenance	1,529,314	99,733	1,004,940	65.71%
State Street Aid	500,000	775	490,489	98.10%
Storm Water Management	76,405	2,331	38,532	50.43%
Street Lighting	82,200	4,904	78,583	95.60%
City Garage	343,926	28,600	247,280	71.90%
Cemetery Maintenance	61,124	548	26,206	42.87%
Health & Animal Control	164,145	10,821	117,614	71.65%
Civic Center	548,874	31,711	380,967	69.41%
Parks & Recreation	1,024,178	57,966	747,146	72.95%
Library	164,786	27,464	137,322	83.33%
Community Development	2,605,900	69,408	1,297,962	49.81%
Debt Service	871,882	18,137	316,521	36.30%
General Fund Expenditures	13,749,163	761,600	8,991,188	65.39%
Sanitation Collection	992,391	62,825	766,573	77.25%
Contractual Services	550,000	58,332	471,923	85.80%
Total Sanitation	1,542,391	121,156	1,238,496	80.30%
		,		
Total Landfill	217,879	7,974	113,474	52.08%
Total Drug Fund	94,600	12,160	59,421	62.81%
TOTAL EXPENDITURES	15,604,033	902,890	10,402,579	66.67%

	<u>Current</u>	
REVENUES OVER / (UNDER) EXPENDITURES	<u>Month</u>	Yr to Date
General Fund	807,196	1,372,430
Sanitation	16,556	(45,282)
Landfill	(465)	23,825
Drug Fund	(10,376)	(21,458)

NEW BUSINESS AGENDA ITEM NO. 2 Appointment to Boards

BOARD	CURRENT MEMBER	PROPOSED MEMBER	TERM EXPIRATION	NEW EXPIRATION
Parks & Recreation Commission *Mayor Appointment (5 year term)	Brad Ridgeway	Brad Ridgeway	May 1, 2020	May 1, 2020
Parks & Recreation Commission *Mayor Appointment (5 year term)	Jerry Pearson	Jerry Pearson	May 1, 2020	May 1, 2020
Heritage Center Board of Directors	Barton Robinson			

NEW BUSINESS AGENDA ITEM NO. 3 Ordinance to Amend the Fiscal Year 2020 Budget

In keeping with the wishes of the Office of State and Local Finance, proposed adjustments to the FY 2020 budget are contained in the following ordinance. As usual, most adjustments relate to unplanned expenses and the timing of grant related projects. The overall impact to the budget is a significant decrease in both revenues and expenditures. Expenditures will decrease more than revenues potentially leaving us in an even better position than originally planned. Due to the current state of affairs and the unknown impact to the economy, sales tax numbers have not been adjusted.

ORDINANCE NO.

AN ORDINANCE TO AMEND THE CITY OF PARIS FISCAL YEAR 2019–2020 BUDGET

- WHEREAS, Tennessee Code Annotated Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and
- WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality amend the annual budget ordinance to insure compliance with the relating lawful expenditures,

NOW THEREFORE BE IT ORDAINED BY THE CITY OF PARIS, TENNESSEE AS FOLLOWS:

<u>Section 1</u>. The FY 2019 – 2020 Budget Ordinance, Section 2 shall be amended by deleting Section 2 in its entirety:

	General			Sanitation		
Fund	FY 2018 Audited	FY 2019 Budget	FY 2020 Proposed	FY 2018 Audited	FY 2019 Budget	FY 2020 Proposed
Revenues						
Local Taxes	\$8,083,167	\$8,243,250	\$8,317,750			
State of TN	1,661,639	1,636,400	1,955,000			
Federal Government	161,358	1,371,500	656,500			
Other Sources	2,420,170	1,608,283	2,826,793	1,465,233	1,436,500	1,510,400
Total Revenues	\$12,326,335	\$12,859,433	\$13,756,043	\$1,465,233	\$1,436,500	\$1,510,400
Expenditures						
Salaries	\$1,996,754	\$5,057,273	\$5,178,638	\$345,927	\$396,154	\$440,131

Other	6,598,039	7,789,518	8,570,118	796,360	1,115,943	1,102,260
Total Expenditures	\$11,594,793	\$12,846,791	\$13,748,757	\$1,142,287	\$1,512,097	\$1,542,391
Beginning Fund Balance	\$2,526,613	\$3,258,155	\$3,270,797	\$2,659,924	\$2,982,870	\$2,907,274
Ending Fund Balance	\$3,258,155	\$3,270,797	\$3,278,083	\$2,982,870	\$2,907,274	\$2,875,282
No. of FTE Employees	108	109	109	8	9	10

	Landfill						
Fund	FY 2018 Audited	FY 2019 Budget	FY 2020 Proposed				
Revenues							
Local Taxes							
State of TN							
Federal Government							
Other Sources	215,264	177,025	226,950				
Total Revenues	\$215,264	\$177,025	\$226,950				
Expenditures							
Salaries	\$75,679	\$42,685	\$45,649				
Other	182,481	158,389	172,230				
Total Expenditures	\$258,159	\$201,074	\$217,879				
Beginning Fund Balance							
Ending Fund Balance							
No. of FTE Employees	2	1	1				

	Drug			Cemetery		
Fund	FY 2018 Audited	FY 2019 Budget	FY 2020 Proposed	FY 2018 Audited	FY 2019 Budget	FY 2020 Proposed
Revenues						
Local Taxes						
State of TN						
Federal Government						
Other Sources	\$87,365	\$58,000	\$63,075	\$685	\$600	\$700
Total Revenues	\$87,365	\$58,000	\$63,075	\$685	\$600	\$700
Expenditures						

Salaries						
Other	\$75,279	\$82,062	\$94,600	\$0	\$0	&17,000
Total Expenditures	\$75,279	\$82,062	\$96,600	\$0	\$0	\$17,000
Beginning Fund Balance	\$147,279	\$159,364	\$135,302	\$356,546	\$357,231	\$357,831
Ending Fund Balance	\$159,364	\$135,302	\$103,777	\$357,231	\$357,831	\$341,531
No. of FTE Employees	0	0	0	0	0	0

<u>Section 2</u>. The City of Paris City Commission does hereby amend the following estimate of revenues, estimated unencumbered fund balances, and expenditures as follows:

General Fund Revenues shall be amended as follows:

Property Tax - Current shall decrease by \$20,000 Dog Park Grant shall increase by \$25,000 2018 STBG - Signalization shall decrease by \$45,000 HOME Grant shall increase by \$50,000 Façade Improvement grant shall increase by \$30,000 CLG Grant – Heritage Center shall decrease by \$11,400 2018 TA Grant – Sidewalks shall decrease by \$416,500 TDTD Tourism Enhancement Grant shall decrease by \$20,950 2017 STBG – ADA Transition shall increase by \$75,776 Paris-HC Industrial Comm. Reimbursement shall decrease by \$73,500

General Fund Expenditures are amended as follows:

Grants & Donations:
Historical Society will increase by \$5,000
County Genealogy Room will increase by \$4,000
Economic Development:
Salaries will decrease by \$53,500
Federal Withholding (OASI) will decrease by \$11,400
Health and Life Insurance will decrease by \$4,600
Retirement will decrease by \$4,000
General Administration:
Travel & Entertainment will decrease by \$8,000
Sundry Contractual will decrease by \$10,000
Street Lighting & Maintenance will increase by \$20,000
In the area of Community Development, the following amendments will be made:
CLG Grant – Heritage Center will decrease by \$11,400
HOME Grant will increase by \$50,000
Dog Park Grant will increase by \$25,000
TDTD Tourism Enhancement Grant will decrease by \$30,000
2018 STBG Signal Replacement will decrease by \$55,000
2018 TA Grant – Sidewalks shall decrease by \$530,000
Façade Improvement Grant will increase by \$30,000
County-Wide Radio Project will decrease by \$18,000

So that Section 2 shall read as follows:

	General			Sanitation		
Fund	FY 2018 Audited	FY 2019 Budget	FY 2020 Proposed	FY 2018 Audited	FY 2019 Budget	FY 2020 Proposed
Revenues						
Local Taxes	\$8,083,167	\$8,243,250	\$8,297,750			
State of TN	1,661,639	1,636,400	1,934,050			
Federal Government	161,358	1,371,500	339,376			
Other Sources	2,420,170	1,608,283	2,778,293	1,465,233	1,436,500	1,510,400
Total Revenues	\$12,326,335	\$12,859,433	\$13,349,469	\$1,465,233	\$1,436,500	\$1,510,400
Expenditures						
Salaries	\$1,996,754	\$5,057,273	\$5,105,138	\$345,927	\$396,154	\$440,131
Other	6,598,039	7,789,518	8,041,718	796,360	1,115,943	1,102,260
Total Expenditures	\$11,594,793	\$12,846,791	\$13,146,856	\$1,142,287	\$1,512,097	\$1,542,391
Beginning Fund Balance	\$2,526,613	\$3,258,155	\$3,270,797	\$2,659,924	\$2,982,870	\$2,907,274
Ending Fund Balance	\$3,258,155	\$3,270,797	\$3,473,410	\$2,982,870	\$2,907,274	\$2,875,282
No. of FTE Employees	108	109	109	8	9	10

	Landfill		
Fund	FY 2018 Audited	FY 2019 Budget	FY 2020 Proposed
Revenues			
Local Taxes			
State of TN			
Federal Government			
Other Sources	215,264	177,025	226,950
Total Revenues	\$215,264	\$177,025	\$226,950
Expenditures			
Salaries	\$75,679	\$42,685	\$45,649
Other	182,481	158,389	172,230
Total Expenditures	\$258,159	\$201,074	\$217,879
Beginning Fund Balance			
Ending Fund Balance			
No. of FTE Employees	2	1	1

-	Drug			Cemetery		
Fund	FY 2018 Audited	FY 2019 Budget	FY 2020 Proposed	FY 2018 Audited	FY 2019 Budget	FY 2020 Proposed
Revenues						
Local Taxes						
State of TN						
Federal Government						
Other Sources	\$87,365	\$58,000	\$63,075	\$685	\$600	\$700
Total Revenues	\$87,365	\$58,000	\$63,075	\$685	\$600	\$700
Expenditures						
Salaries	\$75,279	\$82,062	\$94,600	\$0	\$0	&17,000
Other	\$75,279	\$82,062	\$96,600	\$0	\$0	\$17,000
Total Expenditures						
	\$147,279	\$159,364	\$135,302	\$356,546	\$357,231	\$357,831
Beginning Fund Balance	\$159,364	\$135,302	\$103,777	\$357,231	\$357,831	\$341,531
Ending Fund Balance	0	0	0	0	0	0
No. of FTE Employees						

Section 3. The current Section 3 shall be deleted in its entirety:

General Fund	\$17,026,840
Sanitation	4,417,674
Landfill	879,999
Drug Fund	198,377
Cemetery Fund	358,531
Total All Funds	\$22,881,421

Section 3 is amended as follows:

General Fund	\$16,620,266
Sanitation	4,417,674
Landfill	879,999
Drug Fund	198,377
Cemetery Fund	358,531
Total All Funds	\$22,474,847

SECTION 4. All encumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 5. This ordinance shall take effect ______ the public welfare requiring it.

Passed and adopted May 7, 2020. Passed and adopted

Mayor

Finance Director

NEW BUSINESS AGENDA ITEM NO. 4 <u>MUNICIPAL ELECTIONS</u>

This year we will need to hold an election for two City Commission seats currently held by Vice Mayor Jones and Commissioner Fuller. The following Resolution directs the County Election Commission of your wishes that they arrange for the appropriate election.

RESOLUTION NO. 1641

WHEREAS, the Board of Commissioners of the City of Paris, Tennessee, has provided a procedure, pursuant to Ordinance No. 556, for the calling by the County Election Commission of municipal elections by passage of an appropriate resolution; and,

WHEREAS, the Board of Commissioners of the City of Paris, Tennessee, hereby directs the County Election Commission to make the necessary arrangements for holding a municipal election for the election of two (2) commissioners for the City of Paris, Tennessee; and,

WHEREAS, the Board of Commissioners of the City of Paris, Tennessee, directs the County Election Commission to make the necessary arrangements for holding said election in a manner prescribed by statute on November 3, 2020.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Paris, Tennessee, go on record, pursuant to Ordinance No. 556, as directing the County Election Commission to hold an election for the purpose of electing two (2) commissioners for the City of Paris, Tennessee with said election to be held on November 3, 2020.

This the 7th day of May 2020.

Mayor

Finance Director

NEW BUSINESS AGENDA ITEM NO. 5 <u>Henry County-City of Paris Joint Bicentennial Plan</u>

With Henry County's bicentennial quickly approaching a committee has been formed to plan for this milestone event. Carl Holder, chairman of the planning committee, will be on hand to present the plans as they have been developed so far. The plan will continue to evolve over time but before more effort is expended the committee would like affirmation that the Commission is in favor of celebrating this momentous event in the ways currently being discussed and presented for you in the following report.

> Proposed Henry County-City of Paris Joint Bicentennial Plan presented by the Paris-Henry County Heritage Center

The Paris-Henry County Heritage Center is proposing the following Plan for a joint Henry County-City of Paris Bicentennial Celebration (2021-2023)

We are requesting that the Henry County Commission and City of Paris Commission critique and approve the following Plan.

Organizational Structure

The Heritage Center Board will oversee the development of a full-blown program of related activities.

The Center will serve as the physical site for plan administration.

The Heritage Center Board shall establish a separate fiscal account and maintain records of all funds received and expended, and publish these records to the Commissions and public at the end of the Celebration. They will be available to the government administrations for review at any time.

The Heritage Center Board has appointed an Bicentennial Planning and Coordination Committee to which will perform the actual work.

Members are: Carl Holder, Chair

David Webb, Co-Chair and County Representative Jackie Jones, Secretary and City Representative Kasey Meunch, Chamber of Commerce Stephanie Routon, Historical Researcher Lucy Presson-School Systems Representative Kathy Ray-Downtown Paris Association Suzy Herron-Heritage Center Director Media rep

The Committee shall;

Establish a timeframe. Tentatively we are considering a start date of November, 2021 thru September, 2023 based on the founding dates;

A. Develop a coordinating structure to the Jaycee's Fish Fry model;

B. Develop a brand name with and appropriate logo

C. Develop a financial plan which includes, funding sources, expenditures,

alternate plans to adjust for income levels.

D. Co-opt existing groups/annual events into bicentennial events (e.g.Fish Fry, DPA, etc)

E. Recruit Civic, church groups, schools, other non-profits, citizen volunteers for specific events

F. Develop a publicity campaign, web site and calendar of events

Possible Events

School Contests-T-Shirt design,school essays, plays,etc Founder's Day Luncheons Period plays and musical performances 1820's sports, dancing, foods, etc. Cemetery and ghost tours 1820's Christmas, Easter, 4th of July Celebrations Religious Heritage Events African-American spirituals of that day up to the present day music Dual track of events of 1820's but also showcase 200 years of Henry County history (Civil War, WWI, 20's, Depression,Camp Tyson, etc) Other possibilities Legacy projects such as restoring the 1927 fire engine, etc

Our goal -learning Henry County History by participation for children and teenagers; celebrating our heritage for all citizens, and leave an imprint for the future.

NEW BUSINESS AGENDA ITEM NO. 6 <u>Resolution to Add a Leave Donations Policy to and Change the Sick Leave Policy of</u> <u>the City of Paris Personnel Policy</u>

The addition of a policy to allow for employees to donate their earned paid leave time to other employees who qualify has been contemplated and discussed by staff. Following you will find for your consideration a resolution which outlines just such a policy. The financial effect of the proposed policy has been determined to be very minimal but the immeasurable value added to the well-being of city employees in need is great. As written, there are qualifications that must be met to be eligible to receive donated time, and donations are entirely voluntary on a case by case basis. We modeled this policy after one that has been in place at the BPU for many years.

Additionally contemplated while reviewing the City's overall sick leave policy was the limitation of only being able to take three (3) earned sick days per year due to the illness of an immediate family member. In staff's opinion this limitation is too restrictive. The following resolution also contains new verbiage which removes this limitation but still contains language which states the employee must be the primary caregiver and

the person needing care must be an immediate family member. It also defines "immediate family member".

Both the proposed new policy and change of existing policy are contained in the following resolution, but are certainly open for questions and discussion at your discretion.

RESOLUTION NO. 1642

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

WHEREAS, Paris Municipal Code 1-503 specifies that amendments to said Personnel Rules and Regulations shall be

adopted by the Board of Commissioners of the City of Paris, Tennessee by Resolution before they shall have full force and effect; and,

WHEREAS, The City Manager of the City of Paris, Tennessee has recommended to the Board of

Commissioners of the City of Paris, Tennessee that said Personnel Rules and Regulations be amended as follows:

A. By deleting IV. <u>COMPENSATION AND BENEFITS</u> M. <u>Sick Leave</u> 5. in its entirety and substituting the following therefore:

5. Sick leave may be used when an employee is the primary caregiver and it is absolutely necessary for an illness of a member of the employee's immediate family that requires the employee's personal care or attention. Immediate family shall be limited to the employee's spouse, children, grandchildren, daughter-in-law or son-in-law, the employee or spouse's parents or brothers and sisters, and any other member of the employee's immediate household.

B. By enacting following as IV. <u>COMPENSATION & BENEFITS</u>,

M.2 Leave Donation Policy

Donations of sick and/or vacation leave may be made to employees who are in "need." "Need" is defined to be any leave of absence that consists of 10 or more days of absence due to a specific medical condition or emergency. Leave donations may be made to employees in need under the following guidelines:

- 1. Employees will be asked if they would like to receive leave donations from fellow employees.
- 2. Employee in need must be depleted of all sick and vacation leave.
- 3. Exception: When leave maximums are calculated at the end of each year, if (a) you are over the maximum and (b) we have an employee who is on leave and is expected to run out of leave before he/she returns to work, you may donate your hours over the maximum at this time.
- 4. A memo will be sent to all departments informing employees of someone in need of sick leave.
- 5. Donations may be made by notifying Human Resources by phone or in person on or before the deadline stated on the memo.
- 6. Donations will be used on a first donated, first used basis and will be deducted from an employee's leave bank as needed per pay period.
- 7. Donations will remain anonymous.
- 8. Recipients of donated leave will be allowed to carry a donated leave balance of up to 40 hours upon their return to work if these donated hours need to be used for follow up care for medical condition that time was donated for.
- 9. The City Manager shall have the discretion to modify the strict application of this policy on a case by case basis in order to fairly and properly implement the intent of this policy.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the City of Paris, Tennessee go on record as approving the amendments to the Personnel Rules and Regulations as follows:

A. By deleting IV. <u>COMPENSATION AND BENEFITS</u> M. <u>Sick Leave 5</u>. in its entirety and substituting the following therefore:

5. Sick leave may be used when an employee is the primary caregiver and it is absolutely necessary for an illness of a member of the employee's immediate family that requires the employee's personal care or attention. Immediate family shall be limited to the employee's spouse, children, grandchildren, daughter-in-law or son-in-law, the employee or spouse's parents or brothers and sisters, and any other member of the employee's immediate household.

B. By enacting following as IV. <u>COMPENSATION & BENEFITS</u>

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- 6. Donations will be used on a first donated, first used basis and will be deducted from an employee's leave bank as needed per pay period.
- 7. Donations will remain anonymous.
- 8. Recipients of donated leave will be allowed to carry a donated leave balance of up to 40 hours upon their return to work if these donated hours need to be used for follow up care for medical condition that time was donated for.
- 9. The City Manager shall have the discretion to modify the strict application of this policy on a case by case basis in order to fairly and properly implement the intent of this policy.

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 7th day of May, 2020.

Mayor

Finance Director

ATTESTED:

NEW BUSINESS AGENDA ITEM NO. 7 Resolution Authorizing the Formation of the Paris Utility Authority

For several months now Terry Wimberley and the Paris BPU Board of Commissioners has been investigating the feasibility of forming a Utility Authority. The benefits for the BPU as well as the City of Paris have been found to be well worth the effort to move forward with this formation. On Tuesday, April 28, the Paris BPU Board passed a resolution to recommend to the Paris City Commission they form the Paris Utility Authority. The following Resolution and attached Exhibits, submitted for your consideration, lay out the terms and conditions of this formation. Paris BPU General Manager Terry Wimberley will bon on hand to further explain and answer any question you may have.

RESOLUTION NO. 1643

A RESOLUTION AUTHORIZING THE FORMATION OF THE PARIS UTILITY AUTHORITY PURSUANT TO THE MUNICIPAL ENERGY AUTHORITY ACT, APPROVING THE FORM OF THE CERTIFICATE OF INCORPORATION FOR SUCH AUTHORITY, AND AUTHORIZING THE TRANSFER OF THE WATER, WASTEWATER, AND ELECTRIC SYSTEMS OWNED BY THE CITY AND OPERATED ON BEHALF OF THE CITY BY THE BOARD OF PUBLIC UTILITIES TO THE AUTHORITY

WHEREAS, the Municipal Energy Authority Act, Tennessee Code Annotated Section 7-36-101 *et seq.* (the "Act"), authorizes a city to create a utility authority and to transfer to such authority the assets and liabilities of its electric, water and wastewater systems; and

WHEREAS, the Board of Commissioners of the City of Paris, Tennessee (the "City") desire to form Paris Utility Authority (the "Authority") pursuant to the Act; and

WHEREAS, pursuant to the Act, the City is authorized to transfer all of the City's right, title and interest in and all of the assets of City's electric, water and wastewater systems, which do business as the Paris Board of Public Utilities ("Paris BPU"), to the Authority; and

WHEREAS, as a condition of the transfer of the City's rights, title and interest in and all of the assets of Paris BPU to the Authority, the Authority must assume and agree to pay or otherwise satisfy all liabilities associated with Paris BPU.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Paris, Tennessee by a two-thirds (2/3) or greater vote that:

1. The Board of Commissioners finds and determines that it is wise, expedient, necessary and advisable that an authority be formed;

2. The Mayor of the City is authorized to take all necessary or appropriate steps to form an authority pursuant to the Act;

3. The certificate of incorporation for the Authority is approved in substantially the form attached hereto as <u>Exhibit A</u>, with such changes as the Mayor shall approve, as evidenced by the Mayor's execution of the certificate of incorporation;

4. The Mayor and the Mayor's designees are each individually authorized to take all necessary or appropriate steps to transfer all of the City's rights, title and interest in and all of the electric, water and wastewater system assets of Paris BPU to the Authority, provided that as a condition to such transfer, the Authority must assume all liabilities of the electric, water and wastewater systems of Paris BPU, with all such assumptions to become effective with the transfer of all such assets from the City to the Authority;

5. The Mayor and the Mayor's designees are each individually authorized to take such actions from time to time as are appropriate or necessary to transfer the electric, water and wastewater system assets of Paris BPU to and to cause the assumption of all electric, water and wastewater system liabilities of Paris BPU by the Authority;

6. The Mayor and the Mayor's designees are each individually authorized to take such further actions and to execute such agreements, documents or other agreements from time to time as may be necessary or appropriate to carry out the intent of this resolution, including, without limitation, an Assignment and Assumption Agreement in substantially the form attached hereto as <u>Exhibit B</u> with such changes as the Mayor shall approve, as evidenced by the Mayor's execution of the Assignment and Assumption Agreement; and

7. Upon transfer of the electric, water and wastewater system assets of Paris BPU to the Authority and the Authority's assumption or satisfaction of all obligations of the electric, water and wastewater systems of Paris BPU, the jurisdiction and control over such system shall be transferred from the City to the Authority.

This the 7th day of May, 2020.

Mayor

Finance Director

<u>Exhibit A</u> <u>CERTIFICATE OF INCORPORATION</u> <u>OF THE</u> <u>PARIS UTILITY AUTHORITY</u>

1. <u>Name</u>. The name of the corporation is PARIS UTILITY AUTHORITY (the "Authority"). The legal name of the Authority may only be amended by an amendment to this Certificate of Incorporation. The Authority may adopt assumed corporate names from time to time by following the process outlined in Tennessee Code Annotated § 7-36-105(d).

2. <u>Approval of Formation</u>. Permission to organize the Authority has been granted by a resolution of the Board of Commissioners of the City of Paris, Tennessee that was duly adopted on ______, 2020, a copy of which is attached as Appendix A hereto and which resolution remains in full force and effect.

3. <u>Principal Office</u>. The location of the principal office of the Authority shall be 117 E. Washington Street, Paris, Tennessee 38242.

4. <u>Purpose</u>. The Authority shall be for the purpose of planning, acquiring, constructing, improving, furnishing, equipping, financing, owning, operating, and maintaining electric, water, or wastewater utility and telecommunications systems within or outside the corporate limits of the City of Paris, Tennessee (the "City of Paris") or outside this state, and to exercise all powers granted to utility authorities by the Municipal Energy Authority Act as enacted by Public Chapter No. 995 of the 2016 Public Acts of the State of Tennessee (the "Act"), as amended, with respect to electric, water, wastewater, and telecommunications services.

5. <u>Board of Directors</u>.

(a)

<u>Number of Directors</u>. The Board of Directors of the Authority shall have five (5) members.

(b) <u>Initial Directors, Classifications and Terms of Office</u>. The names, classifications and initial terms of the

initial Board of Directors are:

Name	Director Classification	Term of Office
Ralph Anderson	At large Director	Expires June 30, 2020
Terry Fuller	Representative of Board of Commissioners of City of Paris	Expires June 30, 2021
Butch Powers	At large Director	Expires June 30, 2021
David Flowers	At large Director	Expires June 30, 2022
Michael Murphey	At large Director	Expires June 30, 2023

Except as otherwise provided in the Act or this section, initial Directors shall serve until reappointment and confirmation or until their successor(s) are duly appointed by the Mayor of the City of Paris and confirmed by the Board of Commissioners of the City of Paris.

(c) <u>Subsequent Directors; Qualifications.</u> All subsequent appointments shall be for four-year terms commencing on July 1 and ending on June 30, and such Directors shall continue to serve following expiration of their respective fouryear terms until reappointment and confirmation or until their successors are duly appointed and confirmed. Each appointment shall be made by the Mayor of the City of Paris and shall be subject to the confirmation of the Board of Commissioners of the City of Paris. Each initial Director and each subsequent appointment shall also be subject to the following additional requirements:

(i) Each Director shall have been, for not less than one (1) year preceding the appointment, and each Director shall remain during his or her term of office a customer of the Authority (or its predecessor) and a resident of Henry County, Tennessee. (ii) No regular compensated officer or employee of the City of Paris or regular employee of the Authority shall be eligible for appointment to the Board of Directors until at least one (1) year after the expiration of the term of such person's office or employment. For purposes of this provision, the Director serving as the representative from the Board of Commissioners of the City of Paris shall not be considered to be a regular compensated officer of the City of Paris.

(iii) The Director serving as the representative from the Board of Commissioners of the City of Paris shall not serve as a Director beyond the Director's term of office on the Board of Commissioners of the City of Paris.

(d) <u>Vacancies</u>. Vacancies on the Board of Directors of the Authority due to death, resignation, ineligibility or removal shall be filled by the Mayor in the same manner as provided under subsection (c), immediately above, and shall be effective immediately for the remainder of the unexpired term upon the confirmation of the Board of Commissioners of the City of Paris.

6. <u>Duration</u>. The duration of the Authority shall be perpetual.

7. <u>Corporate Form</u>. The Authority shall be a public corporation, a political subdivision of the State, and a body politic and corporate.

8. <u>Powers: Regulatory Authority</u>. The Authority shall have all the privileges, powers and authority granted and provided for a utility authority by the Act with respect to electric, water, wastewater, and telecommunications services, as the Act presently exists or may be hereafter amended from time to time. Without limitation of the foregoing, the Authority shall further have the authority to establish policies, rules and regulations with respect to electric, water, and wastewater services in the same manner and to the same extent as the Paris Board of Public Utilities exercises such authority as of the date of this Certificate of Incorporation.

9. <u>In Lieu of Tax Payments</u>. The Authority shall make in lieu of tax payments in accordance with the provisions of the Act, as set forth at Tennessee Code Annotated § 7-36-122.

10. <u>Restrictions on Disposition of Plant</u>. The Authority shall not have any power to dispose of all or substantially all of the electric, water, or wastewater plant of the Authority, except upon the concurrence and consent of the Board of Commissioners of the City of Paris and, in the case of a disposition of all or substantially all of the electric plant of the Authority, upon approval of a majority of those voting in a referendum called by the Board of Commissioners of the City of Paris in accordance with Tennessee Code Annotated § 7-52-132 and the provisions of the Act.

11. <u>Amendment</u>. This Certificate of Incorporation may only be amended as provided in Tennessee Code Annotated § 7-36-106 and a resolution of Board of Commissioners of the City of Paris that approves the amendment by at least a two-thirds (2/3) majority vote.

IN WITNESS WHEREOF, this Certificate of Incorporation has been subscribed and acknowledged by the Mayor of the City of Paris, Tennessee before an officer authorized by the State of Tennessee to take acknowledgments of deeds, on the day and month set forth below.

Carlton Gerrell, Mayor City of Paris, Tennessee STATE OF TENNESSEE : COUNTY OF HENRY :

Personally appeared before me, ______, a Notary Public, Carlton Gerrell, with whom I am personally acquainted, who acknowledged that he is the duly elected Mayor of the City of Paris, Tennessee and that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 7th day of May, 2020.

Notary Public

My Commission Expires: _____

Exhibit B ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement"), is made and delivered on this _____ day of ______, 2020 by and between the City of Paris, Tennessee (the "City"), the Board of Public Utilities of the City of Paris, Tennessee (the "BPU") and the Paris Utility Authority (the "Authority"), a Tennessee governmental utility authority created pursuant to the Municipal Energy Authority Act, codified at Title 7, Chapter 36 of the Tennessee Code (the "Authority Act").

WHEREAS, pursuant to the provisions of the Authority Act and its Resolution No. ______, dated _______, 2020, the City desires to transfer to the Authority all of the City's right, title and interest in all of the electric, water and wastewater systems and related assets currently owned by the City or the BPU and operated by the BPU for the benefit of the City, including all real and personal property, tangible or intangible, and all appurtenances, contracts, leases, franchises, rights and other intangibles (collectively, the "Assets"), and any right or interest of the City or the BPU in any such Assets, whether or not subject to mortgages, liens, charges or other encumbrances; and

WHEREAS, in consideration of the transfer of the Assets and pursuant to the provisions of the Authority Act, the Authority will either assume or provide the City sufficient funds to redeem, defease or otherwise satisfy all outstanding bonds and other obligations that City has issued for the benefit of the BPU (the "City Indebtedness"), as more fully described herein; and

WHEREAS, in further consideration of the transfer of Assets and pursuant to the provisions of the Authority Act, the Authority will assume all other liabilities and obligations of the BPU that were in effect as of the transfer of the Assets to the Authority; and

WHEREAS, the City and the Authority desire to set forth the terms and conditions of the transfer of the Assets from the City to the Authority.

NOW, THEREFORE, for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties, the City, the BPU and the Authority agree as follows:

1. <u>Assignment of Assets</u>. Subject to the terms and conditions of this Agreement, as of the date and time that the Authority has fully provided for the assumption, redemption, defeasance or other satisfaction of the City Indebtedness, and provides for the payment of all administrative costs associated therewith (the "Effective Time"), the City and the BPU hereby transfer, assign and convey to the Authority, its successors and assigns forever, all of the City's and all of the BPU's right, title and interest, legal or equitable, in and to the Assets, at which point, the BPU shall cease to exist.

2. <u>City Indebtedness</u>. The Authority shall assume and/or provide for the payment of all indebtedness heretofore incurred by the City for the benefit of the utility systems heretofore operated by the BPU, as more specifically described below:

(a) At closing, the Authority shall pay to the City an amount sufficient to fully discharge the City's (i) Electric System Revenue Improvement Bonds, Series 2013, dated August 9, 2013; (ii) Electric System Revenue Refunding Bonds, Series 2015, dated July 30, 2015; and (iii) Electric System Revenue Refunding Bond, Series 2018, dated April 18, 2018 (the "Electric Bonds"). The costs to discharge the Electric Bonds shall include all administrative costs (such as escrow agent, escrow investment and verification costs, if applicable) related thereto. The City shall take all steps and execute all documents and agreements reasonably requested by the Authority to provide for the discharge of the Electric Bonds at the earliest possible date, including without limitation, providing refunding and redemption notices, entering into a defeasance escrow agreement and procuring escrow investments.

(b) At closing, the Authority shall pay to the City an amount sufficient to fully discharge the City's capital outlay notes issued to Commercial Bank and Trust Company, Foundation Bank and Security Bank and Trust Company for the benefit of the City's water and wastewater systems (the "Water and Sewer Notes"). The costs to discharge the Water and Sewer Notes shall include all administrative costs (such as escrow agent, escrow investment and verification costs, if applicable) related thereto. The City shall take all steps and execute all documents and agreements reasonably requested by the Authority to provide for the discharge of the Water and Sewer Notes at the earliest possible date, including without limitation, providing refunding and redemption notices, entering into a defeasance escrow agreement and procuring escrow investments, if necessary.

(c) The Authority shall have arranged for each of the City's outstanding State Revolving Fund Loans to be fully assigned by the City and the BPU, and assumed by the Authority. (d) Notwithstanding anything herein to the contrary, with respect to (i) that certain Letter of Conditions from the United States Department of Agriculture (the "USDA") dated July 31, 2018, relating to a \$7,200,000 loan and \$1,000,000 grant to the City for Water Treatment Plant Renovation and Expansion (the "2018 Letter of Conditions"); and (ii) that certain Letter of Conditions from the United States Department of Agriculture (the "USDA") dated May 16, 2019, relating to a \$11,914,000 loan and \$2,216,000 grant to the City for Sewer System Rehab (the "2019 Letter of Conditions" and together with the 2018 Letter of Conditions, the "Letters of Conditions"):

(i) Any bonds or notes outstanding under the Letters of Conditions shall not be assigned by the City to the Authority but shall instead be administered and ultimately assigned to the Authority in the manner described below.

(ii) The City shall continue to act in its current capacity as the recipient of the grants and loans contemplated by the Letters of Conditions, including without limitation by retaining and/or issuing its water and/or sewer bonds and bond anticipation notes for the benefit of the Authority to fund the costs of the projects contemplated by the Letters of Conditions;

(iii) The Authority shall act as agent for the City in all administrative matters related to the Letters of Conditions and all bonds and notes issued thereunder, and shall promptly pay or reimburse any and all costs incurred by the City in connection therewith;

(iv) The Authority shall act as agent for the City in all administrative matters related to the Letters of Conditions, and shall promptly pay or reimburse any and all costs incurred by the City in connection therewith;

(v) The Authority shall be responsible for the timely payment of all debt service on any bonds or notes issued by the City pursuant to the Letters of Conditions and shall promptly pay or reimburse any and all costs incurred by the City in connection therewith;

(vi) The Authority and the City shall cooperate to formally assign from the City to the Authority any bonds issued by the City pursuant to the Letters of Conditions, as soon as reasonably practicable and as approved by the USDA, provided that, following such assignment, any such bonds will constitute the sole liability of the Authority and the City shall bear no responsibility therefor.

3. <u>Assumption of Liabilities; Indemnification</u>. Upon the assignment of the Assets, the Authority assumes all obligations and liabilities associated with the BPU's use of the Assets prior to the Effective Time and all obligations and liabilities associated with the Assets from and after the Effective Time (the "Assumed Liabilities"). To the fullest extent permitted by law, the Authority shall indemnify and save harmless the City and the BPU from all claims, actions, causes of action, proceedings, losses, damages, costs, liabilities and expenses (including reasonable attorneys' fees), incurred, suffered or sustained arising from the Assumed Liabilities. Nothing in this Agreement shall operate to or be interpreted to waive or in any way limit the limitations of liability, immunities and other provisions of the Tennessee Governmental Tort Liability Act, as amended from time to time, or to waive or in any way limit such other limitations of liability, immunities and other provisions of any local, state or federal law or regulation limiting the liability of the City, the BPU and/or the Authority.

4. <u>No Warranties.</u> EXCEPT AS EXPRESSLY PROVIDED IN ONE OR MORE TRANSFER OR CONVEYANCE DOCUMENTS, THE CITY AND THE BPU ARE TRANSFERRING AND ASSIGNING, AND THE AUTHORITY IS ACCEPTING AND ASSUMING, THE ASSETS "AS IS, WHERE IS" AND "WITH ALL FAULTS", AND THE CITY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. <u>Further Assurances</u>. The City will do, execute, acknowledge and deliver all such further acts, deeds, instruments, transfers, powers of attorney or assurances as may be reasonably requested by the Authority from time to time for the purpose of confirming the transfer and assignment of the Assets, and the Authority will do, execute, acknowledge and deliver all such further acts, deeds, instruments, transfers, powers of attorney or assurances as may be reasonably requested by the City from time to time for the purpose of confirming the transfer and assumption by the Authority of the Assets and the Assumed Liabilities.

6. <u>Entire Agreement and Modification</u>. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written agreements pertaining thereto, and no amendment thereof or modifications hereof, or additions hereto shall be valid or effective unless the same shall be in writing and signed by each of the parties hereto.

7. <u>Binding Agreement; Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the parties named herein and to their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests of obligations hereunder may be assigned by either party without the prior written consent of the other party.

8. <u>No Third Party Beneficiaries.</u> There are no third party beneficiaries to this Agreement.

9. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by telecopier or other facsimile transmission all with the same force and effect as if the same was a fully executed and delivered original manual counterpart.

10. <u>Headings</u>. The headings contained in this Agreement have been inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

11. <u>Waiver</u>. Any failure of any party hereto to comply with any of the obligations or agreements set forth in this Agreement or to fulfill any condition set forth may be waived only by written instrument signed by all of the parties. No failure by any party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any right hereunder by any party preclude any other or future exercise of that right or any other right hereunder by that party.

12. <u>Governing Law</u>. This Agreement shall be construed under the laws of the State of Tennessee, without giving effect to any of its laws that would render such choice of law ineffective.

IN WITNESS WHEREOF, the City, the BPU and the Authority have caused this Agreement to be executed and delivered as of the date first above written.

CITY OF PARIS, TENNESSEE

By: Mayor

THE BOARD OF PUBLIC UTILITIES OF THE CITY OF PARIS, TENNESSEE

By: Chairman

PARIS UTILITY AUTHORITY

By:

Chairman

26644037.1

STATUS OF VARIOUS PROJECTS MAY 2020

	PRIMARY STAFF	TARGET COMPLETION DATE(S)	NOTES
HOME Grant	Morris/Foster	2022 (if awarded)	As previously noted, we have submitted an application for the 2020 round of HOME grants in the amount of \$500,000. The NWTDD will again be the administrator if we are awarded. Award announcements are expected in May.
Back Alley Paris	Foster/Morris/ Ray(DPA)	June 2020	Dan Knowles has completed the panels which feature E.W. Grove and his contributions to Paris and Henry County. The panels are being stored in Dan's studio until a convenient time to erect them and have a ribbon cutting. The current COVID 19 pandemic has the completion of this project in limbo.
TN ECD Façade Grant	Foster/Morris	Spring 2020	The last project to be completed is the new signage for Jack Jones which may be complete by the end of the week. We were able to successfully use all \$100,000 in grant money to fund 13 projects!
TA Grant for Sidewalks along Wilson & Patriot	Foster/Morris	Spring 2021	TLM has completed preliminary design. Final SDC document (streamlined document checklist) for NEPA was submitted to TDOT in January and comments were received back from them on Feb. 20. TLM addressed the comments and sent SDC documents back to TDOT for review on 3/4/20. Per TDOT, the documents are in their que for review. With most state employees working remotely everything is going very slowly. The informational meeting we had planned to host on March 24 has been postponed indefinitely.
2018 LPRF Grant for Splash pad	Foster/Lawrence/ Morris	May 2020	Work on the splash pad has ramped up significantly in the past few week. The exteriors of the filter and bathroom buildings are complete with the exception of some paint. Work will continue next on the interiors. The wet deck for the small child area has been poured and features installed. The wet deck for the larger area was to be poured and features installed there this week. Anticipated completion for Great Southern's portion of the project is mid-May. The next steps will be to pour the dry deck and work on erection of the pavilions and shade sails.
2018 STBG Project for Signalization & Safety Upgrades at 3 Intersections Downtown	Foster/Morris	Undetermined	NEPA process continues. Received a positive response from the Historical Commission. The only response left to receive is from the Native American Council. Per a follow-up with TDOT on 4/06 it could another 30 days before a response is received.
Rison St Bridge Replacement	Foster/Morris	Fall 2021	The NEPA process continues. We are now only waiting on NAC approval to complete the initial NEPA steps. TDOT is touching base with them.
2019 Tourism Enhancement Grant for Eiffel Tower Upgrades	Foster/Morris/Law rence	Spring 2020	Sign options are still being evaluated. 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	Foster/ Morris	Spring 2022 (if awarded)	We received notification on March 24 that we were awarded a grant in the amount of \$950,000 in this round! Hurray!! TLM will be the grant administrator and has initiated the contract process with TDOT.
2020 TA Grant for Sidewalk Project along Fairgrounds & Royal Oak	Foster/Morris	Spring 2022 (if awarded)	Application was submitted at the first of October. Announcement of grant recipients is expected this summer.