

KIM FOSTER, CITY MANAGER
JAMES SMITH, ATTORNEY



KATHY RAY, MAYOR
VICKEY ROBERTS, VICE MAYOR
JOHN ETHERIDGE, COMMISSIONER
JACKIE JONES, COMMISSIONER
SAM THARPE, COMMISSIONER

**CITY OF PARIS, TENNESSEE
BOARD OF COMMISSIONERS REGULAR MEETING AGENDA**

**CITY HALL COURTROOM
October 3, 2024
5:00 P.M.**

Regular Meeting

Call to Order: Kathy Ray, Mayor

Roll Call: Tammie Hopper, Finance Director

Pledge of Allegiance and Prayer

Approval of the Minutes of Previous Meetings: September 5, 2024

Board Will Hear Comments from Citizens

Board Will Hear Comments from the Commission

Service Resolutions and Proclamations: None

OLD BUSINESS

- 1.) Request to Acquire Undeveloped Right of Way on Volunteer Drive:** Kim Foster, City Manager

NEW BUSINESS

- 1.) Financial Update:** Tammie Hopper, Finance Director
- 2.) Appointments to Boards:** None
- 3.) Resolution (No. 1705) to Amend the COP Personnel Rules and Regulations by Creating Job Description – Risk and Compliance Coordinator:** Kim Foster, City Manager
- 4.) Rezoning Request for Vacant Property on South Lake Street behind 901 E Wood Street:** Jessica Crouch, Administrative Assistant to City Manager
- 5.) Update on Status of BPU Project on Chickasaw Rd:** Terry Wimberley, President and CEO, Paris BPU
- 6.) Resolution (No. 1706) to Adopt an Employment Agreement Between the City of Paris and Kim Foster:** Kathy Ray, Mayor

Status of Various Projects

Notes from the City Manager

Adjournment

OLD BUSINESS
AGENDA ITEM #1
Request to Acquire Undeveloped Right of Way on Volunteer Drive

The City received a request from Ms. Barbara Dougherty of 250 Volunteer Drive to acquire the undeveloped alley between her properties. Her letter of request is included below.

The issue was referred to the Planning Commission in September. After review, the Planning Commission is recommending approval of Ms. Dougherty's request of the Undeveloped Right of Way with zoning of R-MH (Residential Mobile Home).

August 20, 2024

Jennifer Morris
Community Development Director
100 North Caldwell Street
Paris, TN 38242

Re: Bridgette Street Road right of way

Jennifer,

I am writing to you asking if it would be possible for me to acquire the land that was designated for Bridgette Street that runs between my property located at 230 Volunteer Drive and 250 Volunteer Drive here in Paris. I own both sides of the property designated for the street. I just do not see this property being ever being developed for a road and I would very much like to acquire this property.

Thanking you in advance for your time on this matter.

Warmest Regards,

Barbara N. Dougherty

Barbara N. Dougherty, Owner
(731) 363-3545
250 Volunteer Drive
Paris, TN 38242



**NEW BUSINESS
AGENDA ITEM #1
Financial Update
Narrative to August 2024 Operating Statement**

Substantial expenditures in August including a pickup truck, a John Deere tractor and \$1.1 million in for the majority of our planned paving caused expenditures to exceed revenues by just over \$1M in August. We started the new fiscal year with July sales tax revenue coming in 3.72% higher than July of 2023.

The City issued 3 (three) new standard (over \$100K) business license to: Advanced Mechanical Service LLC, Lakeway Monuments and Big Ben's Drywall and Remodel and 3 (three) new minimal (under \$100K) business licenses to: Novollie Bodywork & Aesthetics (Massage Therapy & Facials/Waxing Etc.), Celtic Rose Reiki (Holistic Wellness) and Etch Appeal LLC.

The Police Department hired two Full-time Patrol Officers and had one Full-time resignation.

CITY OF PARIS, TENNESSEE							
RETAIL SALES TAX REVENUE							
							%
		FY2021	FY2022	FY2023	FY2024	FY2025	Incr(Decr)
JULY		\$898,979	\$951,793	\$1,046,570	\$1,054,946	\$1,094,220	3.72%
AUGUST		\$843,541	\$895,516	\$931,433	\$943,347		
SEPTEMBER		\$888,921	\$965,256	\$1,067,740	\$947,948		
OCTOBER		\$873,733	\$974,047	\$1,036,880	\$1,049,601		
NOVEMBER		\$874,641	\$988,199	\$1,059,818	\$1,088,505		
DECEMBER		\$1,097,412	\$1,210,615	\$1,218,473	\$1,554,254		
JANUARY		\$844,826	\$839,389	\$915,685	\$984,017		
FEBRUARY		\$719,938	\$859,647	\$936,706	\$980,140		
MARCH		\$1,101,592	\$1,102,651	\$1,106,574	\$1,270,965		
APRIL		\$1,040,359	\$1,060,677	\$1,069,082	\$1,061,509		
MAY		\$1,005,346	\$1,105,515	\$1,122,824	\$1,133,990		
JUNE		\$1,013,926	\$1,125,455	\$1,177,018	\$1,130,424		
TOTAL		\$11,203,215	\$12,078,759	\$12,688,803	\$13,199,647	\$1,094,220	
Previous YTD %							
Increase/Decrease		12.16%	7.82%	5.05%	4.03%	3.72%	

Monthly Operating Statement August 2024

REVENUES	<u>Annual Budget</u>	<u>Current Month</u>	<u>Yr to Date</u>	<u>Percent Realized</u>
Property Taxes	1,907,000	4,722	7,011	0.37%
Local Option Sales Tax	6,712,000	557,879	1,118,583	16.67%
Wholesale Liquor / Beer	950,000	83,614	165,742	17.45%
Business Tax	500,000	1,793	8,116	1.62%
Fees & Licenses	333,750	49,558	69,135	20.71%
In Lieu Payments	847,700	118,682	183,941	21.70%
Grants	3,117,910	1,163	66,729	2.14%
State Shared taxes	1,947,500	153,907	306,444	15.74%
All Other	2,002,287	151,102	349,107	17.44%
Federal ARPA Grant	0	0	0	0.00%
ARPA/TDEC-WII	1,350,000	0	0	0.00%
Total General Fund Revenue	19,668,147	1,122,419	2,274,807	11.57%
Solid Waste Collection - BPU	1,260,000	106,954	318,939	25.31%
Solid Waste Disposal - Transfer	525,000	44,604	106,445	20.28%
Other Revenue	30,300	185	372	1.23%
Total Sanitation	1,815,300	151,743	425,756	23.45%
Gate Receipts - Brush & Debris	180,000	9,484	26,493	14.72%
County Share Operating Exp	35,000	0	0	0.00%
Gate Receipts - Tires	8,000	500	692	8.65%
Other Revenue	41,550	1,196	1,502	3.62%
Total Landfill	264,550	11,179	28,688	10.84%
Total Drug Fund	58,050	6,702	11,988	20.65%
TOTAL REVENUES	21,806,047	1,292,042	2,741,238	12.57%

EXPENDITURES	<u>Annual Budget</u>	<u>Current Month</u>	<u>Yr to Date</u>	<u>Percent Realized</u>
Grants & Donations	189,000	50,375	77,400	40.95%
General Administration	603,008	45,983	101,232	16.79%
Economic Development	194,980	15,007	30,513	15.65%
Elections	0	0	0	0.00%
Financial Administration	345,400	21,907	72,264	20.92%
City Hall Building	115,529	8,506	19,528	16.90%
Police Department	2,864,733	181,410	499,747	17.44%
Emergency Communications	739,201	66,962	134,399	18.18%
Fire Department	2,140,696	164,435	400,000	18.69%
Building Inspection	308,585	19,031	92,025	29.82%
Street Maintenance	1,979,901	183,817	408,698	20.64%
State Street Aid	1,851,000	1,181,993	1,183,408	63.93%
Storm Water Management	121,577	7,880	17,826	14.66%
Street Lighting	128,180	9,482	17,390	13.57%
City Garage	315,648	27,450	79,172	25.08%
Cemetery Maintenance	79,152	10,248	20,496	25.89%
Health & Animal Control	220,866	20,301	48,121	21.79%
Civic Center	787,085	42,511	141,660	18.00%
Parks & Recreation	1,352,224	111,210	298,407	22.07%
Library	207,862	0	34,644	16.67%
Community Development	5,427,210	21,168	518,117	9.55%
ARPA-SLFRF	0	0	0	0.00%
ARPA/TDEC-WII	0	0	0	0.00%
Debt Service	290,000	0	105,557	36.40%
General Fund Expenditures	20,261,837	2,189,677	4,300,604	21.23%
Sanitation Collection	1,219,977	142,586	265,884	21.79%
Contractual Services	830,000	0	75,793	9.13%
Total Sanitation	2,049,977	142,586	341,678	16.67%
Total Landfill	240,953	26,781	52,839	21.93%
Total Drug Fund	82,000	228	379	0.46%
TOTAL EXPENDITURES	22,634,767	2,359,271	4,695,500	20.74%

REVENUES OVER / (UNDER) EXPENDITURES	<u>Current Month</u>	<u>Yr to Date</u>
General Fund	(1,067,258)	(2,025,797)
Sanitation	9,157	84,078
Landfill	(15,602)	(24,151)
Drug Fund	6,474	11,609

NEW BUSINESS
AGENDA ITEM #2
Appointments to Boards

None

NEW BUSINESS
AGENDA ITEM #3
Resolution (No. 1705) to Amend the COP Personnel Rules and Regulations by Creating
Job Description – Risk and Compliance Coordinator

The following Resolution, presented for your consideration, reflects a new job description for the position of Risk and Compliance Coordinator.

RESOLUTION NO. 1705

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 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 enacting the following the job description for Risk and Compliance Coordinator in Appendix B.:

RISK AND COMPLIANCE COORDINATOR

Nature of Work

The responsibilities of the Risk and Compliance Coordinator include administrative and technical duties performed under the direction of the Community Development Director. The tasks assigned receive general or specific instructions and advice, depending upon the nature of the assignment. Major emphasis is placed on an in-depth working knowledge of municipal government operation, risk management and purchasing.

Will be responsible for development and implementation of policies and procedures supporting the function of risk management and developing structured purchasing standards to ensure compliance with existing ordinances. The employee will exercise independence and initiative in fulfilling these responsibilities.

Illustrative Examples of Work

- Acts as aid to the Community Development Director in interpreting administrative policies; relaying instructions and policy and procedural revisions relating to risk management and purchasing.
- Maintains risk management records and procedures related to general and auto liability claims against the City.
- Ability to work effectively with state and federal regulatory agencies, as well as comply with risk management standards and requirements.

- Develop risk management strategies, conduct risk assessments, and ensure all risk management policies and procedures are effectively implemented and followed.
- Audit processes and procedures to identify weaknesses.
- Train employees in risk awareness and management practices.
- Oversee and enforce the City's purchasing policy to ensure compliance and mitigate risk associated with procurement activities.
- Assist other General Administration Department Heads as needed.
- Familiarity with City Codes, City Ordinances, State statutes, and the rules and regulations pursuant thereto affecting the operations and functions of the City.
- Working knowledge of good office practices and etiquette.

Desirable Knowledges & Abilities

- Knowledge of public administration in reference to municipal administration and management with an emphasis on Risk Management.
- Knowledge of research analysis and of the sources of available information.
- Knowledge of the organizational, procedural and functional make-up of local government.
- Ability to apply good judgment in applying and interpreting policies and procedures.
- Ability to express ideas effectively in writing and orally.
- Ability to manage time and work schedule independently.
- Ability to establish and maintain effective working relationships with other employees, and the general public.
- Ability to communicate and work effectively with elected or appointed city, county and state officials.

Qualifications Desired

Any combination of training and experience equivalent to:

- Thorough in-depth knowledge of municipal government administration.
- Experience in public relations or direct contact with people in business or professional relations.
- High School Graduate and related courses in public administration or any combination of experience and training approved by the City Manager. Four-year college degree in public administration or related field preferred.

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 enacting the following the job description for Risk and Compliance Coordinator in Appendix B.:

RISK AND COMPLIANCE COORDINATOR

Nature of Work

The responsibilities of the Risk and Compliance Coordinator include administrative and technical duties performed under the direction of the Community Development Director. The tasks assigned receive general or specific instructions and advice, depending upon the nature of the assignment. Major emphasis is placed on an in-depth working knowledge of municipal government operation, risk management and purchasing.

Will be responsible for development and implementation of policies and procedures supporting the function of risk management and developing structured purchasing standards to ensure compliance with existing ordinances. The employee will exercise independence and initiative in fulfilling these responsibilities.

Illustrative Examples of Work

- Acts as aid to the Community Development Director in interpreting administrative policies; relaying instructions and policy and procedural revisions relating to risk management and purchasing.
- Maintains risk management records and procedures related to general and auto liability claims against the City.
- Ability to work effectively with state and federal regulatory agencies, as well as comply with risk management standards and requirements.
- Develop risk management strategies, conduct risk assessments, and ensure all risk management policies and procedures are effectively implemented and followed.
- Audit processes and procedures to identify weaknesses.
- Train employees in risk awareness and management practices.
- Oversee and enforce the City's purchasing policy to ensure compliance and mitigate risk associated with procurement activities.
- Assist other General Administration Department Heads as needed.
- Familiarity with City Codes, City Ordinances, State statutes, and the rules and regulations pursuant thereto affecting the operations and functions of the City.
- Working knowledge of good office practices and etiquette.

Desirable Knowledges & Abilities

- Knowledge of public administration in reference to municipal administration and management with an emphasis on Risk Management.
- Knowledge of research analysis and of the sources of available information.
- Knowledge of the organizational, procedural and functional make-up of local government.
- Ability to apply good judgment in applying and interpreting policies and procedures.
- Ability to express ideas effectively in writing and orally.
- Ability to manage time and work schedule independently.
- Ability to establish and maintain effective working relationships with other employees, and the general public.
- Ability to communicate and work effectively with elected or appointed city, county and state officials.

Qualifications Desired

Any combination of training and experience equivalent to:

- Thorough in-depth knowledge of municipal government administration.
- Experience in public relations or direct contact with people in business or professional relations.
- High School Graduate and related courses in public administration or any combination of experience and training approved by the City Manager. Four-year college degree in public administration or related field preferred.

Unanimously adopted, this the 3rd day of October, 2024.

Mayor

Finance Director

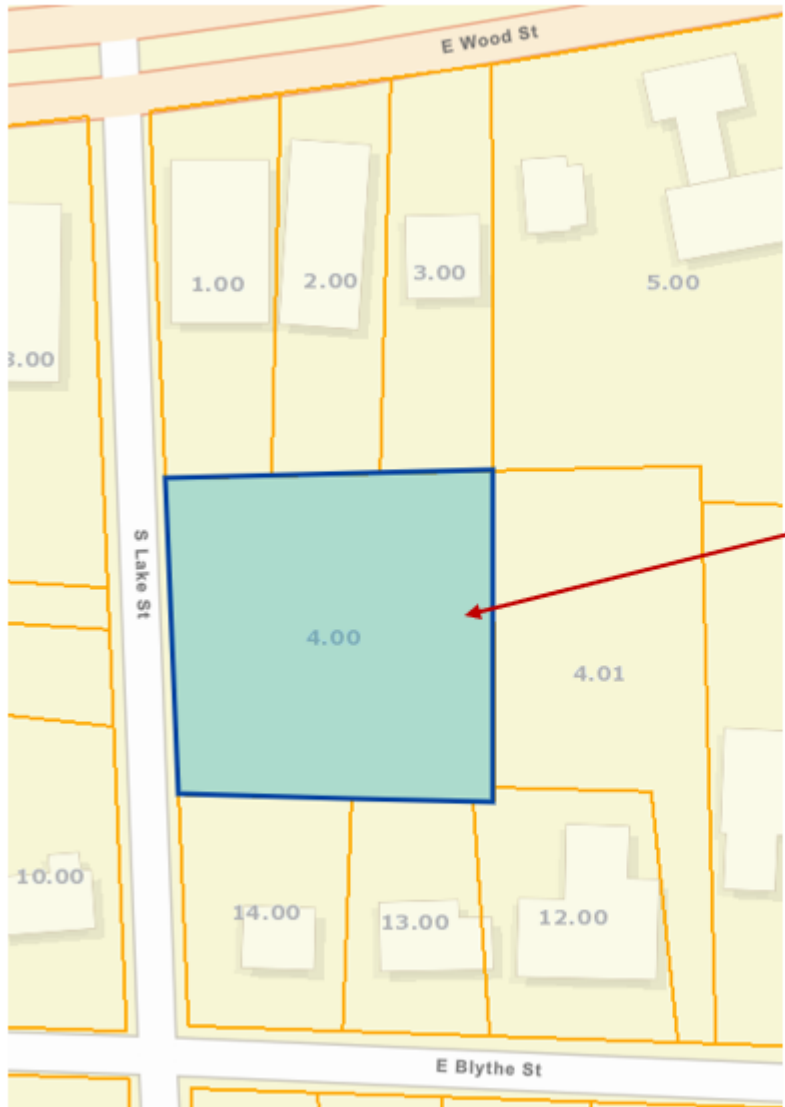
**NEW BUSINESS
AGENDA ITEM #4**

Rezoning Request for Vacant Property on South Lake Street behind 901 E Wood Street

Janet Garvey of 306 Oakwood Lane has submitted a rezoning request for the vacant property she owns on South Lake Street behind 901 E Wood Street. Currently the property is zoned B-1 (Highway Commercial). Ms. Garvey is requesting a rezoning to R-2M (Residential) to allow residential development at this location.

This request may be adopted on first reading and sent to Planning Commission for recommendation.





Request to Rezone Property
From B-1 (Highway
Commercial) to R-2M
(Residential)

NEW BUSINESS
AGENDA ITEM #5
Update on Status of BPU Project on Chickasaw Rd

Terry Wimberley, President and CEO of Paris BPU, will be present to provide an update on their rehab project affecting Chickasaw Road.

NEW BUSINESS
AGENDA ITEM #6
Resolution (No. 1706) to Adopt an Employment Agreement Between the City of Paris
and Kim Foster

Pursuant to previous direction from the Commissioners, City Attorney Smith has drafted a proposed resolution for adoption of an Employment Agreement with City Manager Kim Foster. Attorney Smith reports this proposed Employment Agreement is consistent with Employment Agreements utilized by other municipalities of similar size in the State of Tennessee and is consistent with the International City/County Management Association Model Employment Agreement.

RESOLUTION NO. 1706

WHEREAS, Kim Foster has been employed by the City of Paris, Tennessee, as City Manager since 2015;

WHEREAS, the Board of Commissioners of the City of Paris, Tennessee, routinely evaluates the performance of the City Manager;

WHEREAS, the Board of Commissioners of the City of Paris, Tennessee, has evaluated Kim Foster's performance as City Manager and desires to retain the employment of Foster as City Manager in accordance with the provisions of The Charter of the City of Paris, Tennessee, the City of Paris, Tennessee, Municipal Code and the laws of the State of Tennessee; and,

WHEREAS, it is the desire of the Board of Commissioners of the City of Paris, Tennessee, to provide certain benefits, establish certain conditions of employment, and to set working conditions of Kim Foster; and,

WHEREAS, it is the desire of the Board of Commissioners (1) to provide inducement to Kim Foster to remain in such employment for as long as it is mutually beneficial for both the City of Paris, Tennessee, and Foster, (2) to make possible full work productivity by assuring Kim Foster's morale and peace of mind with respect to future security, (3) to establish and promote trust between the Board of Commissioners of the City of Paris, Tennessee, and Foster, and (4) to provide a just and appropriate means for terminating Kim Foster's employment as City Manager at such time as she may be unable to fully discharge her duties to the satisfaction of the Board of Commissioners of the City of Paris, Tennessee.

NOW, THEREFORE, BE IT RESOLVED THAT IN CONSIDERATION OF THE FOREGOING, THAT THE CITY OF PARIS, TENNESSEE, BY SIGNATURE OF MAYOR KATHY RAY SHALL CONTRACT WITH KIM FOSTER FOR EMPLOYMENT AS CITY MANAGER AS FOLLOWS:

Introduction

This Agreement, made and entered into this, 3rd day of October 2024, by and between the City of Paris, Tennessee, a municipal corporation, (hereinafter called "Employer") and Kim Foster, (hereinafter called "Employee") an individual who has education, training and experience in local government management, both of whom agree as follows:

Section 1: Term

The term of this agreement shall be for a period of three (3) years from July 1, 2024, to June 30, 2027. If agreeable to both parties, the terms of this agreement may be renegotiated during the life of the agreement.

This Agreement shall terminate on June 30, 2027, however if the Employer and Employee are in the process of renegotiating a similar Employment Agreement on any expiration date, this Agreement shall automatically extend (1) until the execution of a new Employment Agreement; or (2) either the Employee or Employer announce an impasse in negotiations at a regularly scheduled meeting of the Board of Commissioners of the City of Paris, Tennessee, at which time this Agreement shall immediately terminate.

In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the agreement unless the employee voluntarily resigns. In the event the Employee is terminated, as defined in section 9 of this agreement, the Employee shall be entitled to all compensation including salary, accrued vacation and sick leave, paid in a lump sum or in continuum of salary on the existing payment schedule established by the City of Paris, Tennessee.

Section 2: Duties and Authority

Employer agrees to employ Employee as City Manager to perform the functions and duties specified in the Charter of City of Paris, Tennessee, the City of Paris, Tennessee, Municipal Code, and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$108,574 payable in installments as all other employees of the Employer are paid.
- B. This agreement shall be automatically amended to reflect any salary adjustments that are provided by the Employer, and due consideration shall be given on an annual basis to increase the Employee's compensation.
- C. The Employer may not reduce the salary, or other financial benefits described herein, provided to Employee in a greater percentage than any applicable "across the board" reduction for all employees of the City of Paris, Tennessee.

Section 4: Benefits

The Employer agrees to provide, and the employee shall be entitled to, at least the same level of benefits provided to other employees in the City of Paris, including those for health, retirement, disability, life insurance, and any other benefits provided to other employees.

Section 5: Vacation, Sick, Military Leave, and Compensatory Time

- A. Employee shall be entitled to vacation time, sick leave, health insurance and retirement benefits the same as is accrued under the City of Paris, Tennessee, Personnel Rules and Regulations by other City of Paris, Tennessee, employees.
- B. Employee shall be entitled to compensatory time off. Employer recognizes that Employee is to be employed full-time and shall be on call twenty-four (24) hours per day, and that on occasion Employee must devote time outside the normal office hours to the business of the Employer. To that end, Employer and Employee agree that Employee may be allowed to take discretionary compensatory time off from time to time, as may be deemed appropriate, during normal business hours. Employee shall inform the Mayor of the City of Paris when compensatory time is used.

- C. In the event the Employee's employment is terminated, voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, and other benefits accrued, but unused, to date.

Section 6 Automobile Allowance

The Employer shall provide to Employee an automobile allowance in the amount of \$500.00 per month for the use of her personal automobile. Employee shall be responsible for paying all liability, property damage and comprehensive insurance coverage on the automobile and shall further be responsible for all expenses related to the purchase, operation, maintenance, repair and normal replacement of the automobile. Employer shall provide fuel for the automobile for Employee's use for Employer's purposes.

Section 7: Retirement

The Employer agrees to provide retirement benefits to the Employee at a rate equal to at least that of other employees.

Section 8: General Business Expenses

- A. Employer agrees to budget for and to pay for reasonable professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to appropriately pursue professional development of Employee and to pursue necessary official functions for Employer.
- C. Employer shall reimburse Employee \$60.00 per month for Employee's use of a personal cellular telephone for Employer's business matters.

Section 9: Termination

The employment of the Employee may be terminated at any time by the Employer, or by the Employee, with or without cause. This Agreement does not guarantee employment through the term of this Agreement, nor does it confer upon the Employee any legal remedy based upon specific performance of employment. For the purpose of this agreement, termination WITHOUT CAUSE shall occur when:

1. The majority of the Board of Commissioners of the City of Paris, Tennessee, votes to terminate the Employee for any reason other than those reasons set forth herein below WITH CAUSE at a duly authorized public meeting;
2. If the Employer, citizens or legislature acts to amend any provisions of the charter, code, enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially change the form of government, the Employee shall have the right to declare that such amendments constitutes termination; or
3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than any across-the-board reduction, such action shall constitute a breach of this agreement and will be regarded as a termination.

For the purpose of this agreement, termination WITH CAUSE shall occur when:

1. Employee is convicted of any crime involving fraud, theft, dishonesty, or moral turpitude; or
2. Employee has engaged in actions deemed by the Employer to be conflicts of interest as defined by State law or in the City's Personnel Policies and Procedures; or
3. The Employee provides notice of resignation from employment as City Manager.

Section 10: Severance

Severance shall be paid to the Employee only when employment is terminated WITHOUT CAUSE as defined in Section 9. The severance payment shall be a lump sum cash payment equal to six (6) months gross salary.

In the event Employee is terminated WITH CAUSE Employee's severance shall be limited to reimbursement of benefits as described in Section 5.

Section 11: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 60 days' notice unless the parties agree otherwise.

Section 12: Performance Evaluation

Employer shall review the performance of the Employee on a periodic basis subject to a process, form, criteria, and format for the evaluation, which shall be mutually agreed upon by the Employer and Employee.

Section 12: Outside Employment

The employment provided for by this Agreement shall be the Employee's sole employment.

Section 14: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgement or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request, and the Employer shall not unreasonably refuse to provide, independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgements, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of her duties. Any settlement of any claim must be made with prior approval of the Employer for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise, and unless the Employee is a party to the suit, which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said

compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness, or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer if litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor, or consultant to Employer regarding pending litigation.

Section 16: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 17: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with the provisions of the Agreement, the Charter of the City of Paris or any other law.

Section 18: General Provisions

- A. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement shall be incorporated and made a part of this agreement.
- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- C. Effective Date. This Agreement shall be deemed to have become effective on July 1, 2024.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provisions shall be deemed to be in full force and effect as if they have been executed by both parties.

Adopted this 3rd day of October, 2024.

Mayor

Finance Director

**STATUS OF VARIOUS PROJECTS
October 2024**

	PRIMARY STAFF	TARGET COMPLETION DATE(S)	
HOME Grant	Morris/Foster	Winter 2024	The final inspection is scheduled for 9/27/2024. The Deed of Trust is scheduled to be signed on 10/01/2024.
Back Alley Paris	Foster/Morris/ Ray	June 2025	Due to the grant amount being less than requested, the scope of the project has changed from a new mural to a sculpture. Mayor Ray is collaborating with Dan Knowles on project.
2018 STBG Project for Signalization & Safety Upgrades at 3 Intersections Downtown	Foster/Morris/Crouch	Summer 2025	Waiting on a response from the Federal level on one parcel in the Right of Way process. Specifications and bid advertisement under review at TDOT. Construction estimates and DBE goal submitted to TDOT for review and approval.
Rison St Bridge Replacement	Foster/Morris/Crouch	Winter 2024	TDOT has requested four parcels be reappraised. Completion for the reappraisal process is 2-3 weeks.
2020 Multimodal Access Grant for 4 Downtown Intersections	Foster/ Morris/Crouch	Summer 2025	Construction plans, estimate, and specifications are under review at TDOT. TLM continues to assist with the Right of Way process.
2022 Multimodal Access Grant for Tyson/M.W. Intersection Upgrades & Sidewalk	Foster/Morris/Crouch	Fall 2025	Received NTP to right-of-way from TDOT. TLM has begun final utility coordination, coordination with surveyor on plats and descriptions for easements and work on construction plans and right of way coordination.
2021 TA Grant for Sidewalk Project along Fairgrounds & Royal Oak	Foster	Winter of 2026	SDC form 90% complete. Completed preliminary layout along Royal Oak and connection to fairgrounds. Continued work on preliminary grading along Royal Oak and connection to fairgrounds. Began work on final section of preliminary layout from Wilson to Fairgrounds
TDEC Water Infrastructure Improvement (WII) Grant	Foster	Spring 2026	Narrowed down sites for potential detention pond. Will perform preliminary analysis before contacting homeowners. Finalized analysis of existing driveway culverts and cross drains on Brooks Street. Finalizing design of piping on Brooks Street. Continued work on construction plans for drainage improvements. Began work on preliminary engineering report.
Downtown Improvement Grant	Morris/Crouch/Foster	Summer 2024	We have one additional project to be completed. Estimated completion date October 2024. This project is 90% complete.
Municipal Facilities Project – Fire Station on Tyson Ave.	Foster	Summer 2026	Community informational meeting held on Sept. 17. TLM is starting full Design Development documents with all structural, civil, mechanical, plumbing and electrical subs. The DD review meeting is currently anticipated to be November 1st. with anticipated approval of DD Documents by November 8th.
Municipal Facilities Project – Municipal building on N. Caldwell St.	Foster	Winter 2027	Community informational meeting held on Sept. 17. TLM is starting full Design Development documents with all structural, civil, mechanical, plumbing and electrical subs. The DD review meeting is currently anticipated to be November 22 nd with anticipated approval of DD Documents by November 29th.

Notes from the City Manager:

- “New” Greenhouse for Parks Dept. – While helping work on the bike trail on the Hazelwood property Jerry Wooten, PLSP General Manager, asked Tony Lawrence if he knew of anyone that would want their old greenhouse that was no longer used and in their way. Tony was thrilled to take it off their hands as he and his staff have been wanting to dabble in horticulture for quite some time. The State deemed the 25' x 70' structure and 18 aluminum greenhouse tables as surplus and the City was able to purchase all of that for \$150. Tony estimates that each individual table would probably cost \$200. The structure is being moved, piece by piece, from Hazelwood to McNeill Park. Tony and his staff plan to reconstruct the greenhouse a little shorter than it is now, probably 60', and keep the remaining panels as spares. They are also in the early stages of planning programming and cultivating plants for city use.
- Special Called Meeting – There will be a special called meeting on **Monday, Oct. 21 at 4:00 p.m.** in the City Hall courtroom to consider a TIF agreement for Buchanan Realty Group. Developer Brandon Buchanan has submitted all required documentation needed to request this incentive for a development that will include a shopping center, convenience store, four outparcels and future multi-family housing (apartments). The site plan for this development will be reviewed by the Planning Commission at their October meeting.
- TDOT interest in city owned parcel in the Paris Industrial Park – TDOT would like to either acquire a conservation easement or purchase outright a portion of the parcel highlighted below for a mitigation project. Additional information will be provided at the Commission meeting.

