

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
April 6, 2023
4:00 P.M.**

Regular Meeting

Call to Order: Kathy Ray, Mayor

Roll Call: Traci Shannon, Finance Director

Pledge of Allegiance and Prayer

Approval of the Minutes of Previous Meetings: Regular Meeting – March 2, 2023

Board Will Hear Comments from Citizens

Board Will Hear Comments from the Commission

Service Resolutions and Proclamations: None

OLD BUSINESS

None

NEW BUSINESS

- 1.) Financial Update:** Traci Shannon, Finance Director
- 2.) Appointments to Boards:** Kathy Ray, City Mayor
- 3.) Amendment to the Paris Special School District / City of Paris Lease Agreement:**
Kim Foster, City Manager
- 4.) Resolution to Amend the COP Personnel Rules and Regulations: Floating Holiday for Fish Fry Grand Parade Holiday:** Kim Foster, City Manager
- 5.) Resolution to Amend the COP Personnel Rules and Regulations by Amending Work Rules: Rules of Conduct:** Kim Foster, City Manager
- 6.) Resolution to Amend the COP Personnel Rules and Regulations by Adding Appendix M Harassment / Workplace Violence Policy:** Kim Foster, City Manager
- 7.) Ordinance to Amend 5-1506. A., 5-1506. B., 5-1506. D., and 5-1506. E. regarding Mobile Food Service Vehicle Permits in the Paris Municipal Code:** Kim Foster, City Manager

Status of Various Projects

Notes from the City Manager

Adjournment

**OLD BUSINESS
AGENDA ITEM NO. 1**

NONE

**NEW BUSINESS
AGENDA ITEM NO.1
Financial Update**

Narrative to the February 2023 Operating Statement

Once again, our retail sales tax revenue was strong. The month of January was ahead 9.09% compared to last January and we are up 6.62% fiscal year-to-date.

The month of February and our fiscal year-to-date reflected an increase in revenues for the General Fund. At this time, our revenues are slightly above budget, and our expenditures are slightly below budget. A couple of larger out of the ordinary expenses included \$82K for the brine building and shed for Public Works, \$16K to equip two patrol units, and \$13K for the GIS system.

We will update you on our 2022 property tax revenue next month. February was the last month to pay property taxes without penalty and interest. We will receive those collections during the month of March from the County Trustee.

Other Business:

Employees: No changes

We issued eleven business licenses in February:

New business (8): Collectible Supplies, Blue Collar Kennels at the Boardwalk, Long's Freight Logistics, Townsend Systems, Logan Sperber, Royal Plus, M & M Landscaping, The Sugar Spoon Bakery

New Location (2): Sally Lanes Candy Farm, Xplicit Lash & Wax Studio

New Owner (1): Off The Square

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

	FY2019	FY2020	FY2021	FY2022	FY2023	% Incr(Decr)
JULY	\$787,901	\$802,267	\$898,979	\$951,793	\$1,046,570	9.96%
AUGUST	\$790,533	\$799,378	\$843,541	\$895,516	\$931,433	4.01%
SEPTEMBER	\$774,425	\$797,992	\$888,921	\$965,256	\$1,067,740	10.62%
OCTOBER	\$761,812	\$761,453	\$873,733	\$974,047	\$1,036,880	6.45%
NOVEMBER	\$809,116	\$807,105	\$874,641	\$988,199	\$1,059,818	7.25%
DECEMBER	\$960,027	\$957,286	\$1,097,412	\$1,210,615	\$1,218,473	0.65%
JANUARY	\$665,013	\$713,906	\$844,826	\$839,389	\$915,685	9.09%
FEBRUARY	\$704,313	\$727,380	\$719,938	\$859,647		
MARCH	\$877,659	\$840,175	\$1,101,592	\$1,102,651		
APRIL	\$849,875	\$865,360	\$1,040,359	\$1,060,677		
MAY	\$863,697	\$949,140	\$1,005,346	\$1,105,515		
JUNE	\$873,145	\$966,861	\$1,013,926	\$1,125,455		
TOTAL	\$9,717,515	\$9,988,303	\$11,203,215	\$12,078,759	\$7,276,599	
Previous YTD % Increase/Decrease	1.24%	2.79%	12.16%	7.82%	6.62%	

**Monthly Operating Statement
February 2023**

REVENUES	<u>Annual Budget</u>	<u>Current Month</u>	<u>Yr to Date</u>	<u>Percent Realized</u>
Property Taxes	1,727,000	143,422	907,179	52.53%
Local Option Sales Tax	6,086,700	598,706	4,230,868	69.51%
Wholesale Liquor / Beer	875,000	60,570	631,800	72.21%
Business Tax	400,000	11,813	65,789	16.45%
Fees & Licenses	168,500	34,786	123,644	73.38%
In Lieu Payments	904,250	52,411	574,562	63.54%
Grants	1,036,430	1,400	638,309	61.59%
State Shared taxes	1,791,800	162,832	1,141,995	63.73%
All Other	1,615,948	106,302	1,828,154	113.13%
Federal ARPA Grant	1,491,875	0	1,491,875	100.00%
ARPA/TDEC-WII	500,000	0	0	0.00%
Total General Fund Revenue	16,597,503	1,172,242	11,634,176	70.10%
Solid Waste Collection - BPU	1,250,000	0	742,834	59.43%
Solid Waste Disposal - Transfer	400,000	25,620	307,294	76.82%
Other Revenue	25,400	0	25,308	99.64%
Total Sanitation	1,675,400	25,621	1,075,436	64.19%
Gate Receipts - Brush & Debris	140,000	6,215	86,132	61.52%
County Share Operating Exp	30,000	38,917	38,917	129.72%
Gate Receipts - Tires	10,000	646	11,434	114.34%
Other Revenue	91,450	126	36,276	39.67%
Total Landfill	271,450	45,903	172,759	63.64%
Total Drug Fund	42,050	1,745	56,263	133.80%
TOTAL REVENUES	18,586,403	1,245,511	12,938,634	69.61%

EXPENDITURES	<u>Annual Budget</u>	<u>Current Month</u>	<u>Yr to Date</u>	<u>Percent Realized</u>
Grants & Donations	229,961	41,150	210,220	91.42%
General Administration	423,856	28,214	265,518	62.64%
Economic Development	178,474	13,650	116,488	65.27%
Elections	4,500	0	0	0.00%
Financial Administration	331,384	20,369	226,922	68.48%
City Hall Building	104,397	7,222	77,723	74.45%
Police Department	2,369,010	181,305	1,667,547	70.39%
Emergency Communications	748,932	63,705	513,381	68.55%
Fire Department	1,923,446	144,561	1,264,177	65.72%
Building Inspection	178,037	11,448	108,807	61.11%
Street Maintenance	1,772,747	121,974	1,246,433	70.31%
State Street Aid	1,683,000	956	1,517,916	90.19%
Storm Water Management	72,140	2,788	33,634	46.62%
Street Lighting	116,000	14,720	97,804	84.31%
City Garage	310,298	23,193	200,680	64.67%
Cemetery Maintenance	73,324	648	36,158	49.31%
Health & Animal Control	199,228	16,316	127,718	64.11%
Civic Center	692,100	48,251	446,536	64.52%
Parks & Recreation	1,111,601	81,228	832,614	74.90%
Library	183,430	0	122,287	66.67%
Community Development	1,376,700	10,322	846,318	61.47%
ARPA-SLFRF	1,000,000	103,460	490,036	49.00%
ARPA/TDEC-WII	500,000	1,560	38,056	7.61%
Debt Service	683,917	3,149	162,985	23.83%
General Fund Expenditures	16,266,482	940,187	10,649,956	65.47%
Sanitation Collection	1,566,797	58,966	1,124,850	71.79%
Contractual Services	661,500	57,487	489,741	74.03%
Total Sanitation	2,228,297	116,453	1,614,591	72.46%
Total Landfill	215,404	8,986	150,152	69.71%
Total Drug Fund	75,300	3,337	40,675	54.02%
TOTAL EXPENDITURES	18,785,483	1,068,963	12,455,374	66.30%

<u>REVENUES OVER / (UNDER) EXPENDITURES</u>	<u>Current Month</u>	<u>Yr to Date</u>
General Fund	232,055	984,220
Sanitation	(90,833)	(539,155)
Landfill	36,917	22,607
Drug Fund	(1,591)	15,588

**NEW BUSINESS
AGENDA ITEM NO.2
Appointments to Boards**

<u>BOARD</u>	<u>CURRENT MEMBER</u>	<u>PROPOSED MEMBER</u>	<u>TERM EXPIRATION</u>	<u>NEW EXPIRATION</u>
Housing Board of Adjustments and Appeals 3 Year Term (City Commission Appointment)	George Bass, Jr. (Has requested to resign from this board)	Barry Flood	August 14, 2023	August 14, 2026

**NEW BUSINESS
AGENDA ITEM NO.3
Amendment to the Paris Special School District / City of Paris Lease Agreement**

The following agreement was put in place when Paris Elementary School and the Civic Center were built in 1998 and is scheduled to expire mid-April. Tony Lawrence and I have been working with Dr. Norma Gerrell and Ms. Pam Brazzell to update this document but, to give us adequate time to review with our boards and work out details, we request that you approve an extension of this current agreement to the end of June 2023.

AMENDED AGREEMENT

THIS AGREEMENT (the “Agreement”) originally dated as of the 16th day of April 1998 and updated as of the 1st day of July 2023, by and between THE CITY OF PARIS, TENNESSEE (“First Party”), a municipal corporation existing under the laws of the State of Tennessee whose principal offices are located at 100 North Caldwell St., Paris, Tennessee, and THE PARIS SPECIAL SCHOOL DISTRICT, a Special School District chartered and existing under the laws of the State of Tennessee (“Second Party”), having as its address 1219 Hwy 641 South, Paris, Tennessee.

RECITALS

WHEREAS, First Party is engaged in the business or activity of providing recreational facilities for its citizens; and

WHEREAS, Second Party is engaged in the business or activity of providing or maintaining educational facilities for its citizens; and

WHEREAS, Second Party has purchased certain real property located on Volunteer Drive in the City of Paris, Tennessee, the deeds to which property are of record in Deed Book 251, Page 794-797, and Deed Book 255, Page 491, all in the Register’s Office of Henry County, Tennessee; and

WHEREAS, Second Party is in the process of constructing an educational facility on said real property; and

WHEREAS, both parties desire to collaborate with each other to the end that certain facilities be constructed on the property, the cost, the use, and the maintenance of which will be shared in varying percentages by and between the parties.

NOW THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, covenants, and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I TITLE TO PROPERTY

- 1.1 Legal title to the property is now in the name of Second Party and shall remain in the name of Second Party. Second Party has paid the purchase price for said property and First Party shall in no wise be required to defray any of the cost of same.
- 1.2 Second Party grants to First Party a twenty-five (25) year lease in and to the theater shell to be constructed on the premises of Second Party. The terms and conditions of said lease shall be as provided in Article 6 of this agreement.
- 1.3 First Party shall retain the ownership interest in and to those portions of the project as described in Article 3.1 of this agreement. In addition, Second Party grants to First Party a twenty-five (25) year lease in and to the real property as described in this agreement, upon which the facilities described hereinabove are to be constructed. This twenty-five (25) year lease shall be renewable for three (3) additional twenty-five (25) year periods at the sole option of First Party.

ARTICLE II SCOPE AND DESCRIPTION

- 2.1 Second Party shall cause to be constructed on the real property referenced hereinabove an educational facility suitable to its needs, which shall include the following facilities or components:
 1. Gymnasium
 2. Fitness Area
 3. Concession Area
 4. Meeting Rooms
 5. Locker Rooms
 6. Administration Offices
 7. Indoor Pool
 8. Theater Shell
 9. Elevated Track over gymnasium

- 2.2 Both parties agree that they will employ and utilize the architectural firm and construction management firm presently under contract to Second Party to construct the facilities or components noted in the preceding paragraph.
- 2.3 Both parties agree that there shall be an Oversight Committee established to facilitate the building program. The Oversight Committee shall consist of two members of the City Commission of the City of Paris, Tennessee; two members of the Board of Paris Special School District; the City Manager of the City of Paris, Tennessee; and the Superintendent of the Paris Special School District. The duties of said Oversight Committee shall include, but not be limited to the following: (a) approve exterior design including parking layout; (b) approve design of commonly owned areas; (c) review and approve change orders for common areas.
- 2.4 Each party agrees that each party will be responsible for change orders relative to the components being constructed which are their financial responsibility.

**ARTICLE III
CONSTRUCTION COST**

- 3.1 Second Party shall be responsible for the cost of the construction of the project, except that First Party shall reimburse Second Party for the following costs:

FACILITY	ESTIMATED SQUARE FEET	ESTIMATED COST
Elevated Track over Gym		\$60,000
Fitness Area	2,000 sq. feet	\$140,000
Concession Area	300 sq. feet	\$25,000
Meeting Rooms	1,000 sq. feet	\$70,000
Locker Rooms	2,000 sq. feet	\$180,000
Administration	600 sq. feet	\$42,000
Indoor Pool	8,500 sq. feet	\$1,032,500

Circulation space relative to the seven items or components referenced above.

- 3.2 First Party and Second Party shall equally share the cost of the gymnasium which is estimated to be \$652,500.
- 3.3 Second Party shall bear the cost of the 600 seat 6,600 sq. foot theater shell which is estimated to be \$520,000.
- 3.4 In connection with the ten component parts referenced hereinabove in this Article III, there are estimated architectural/construction management fees in the amount of \$216,265. The cost of these fees shall be pro-rated between the parties in accordance with bid costs and in accordance with each party's responsibility for the payment of the cost of each individual component.

ARTICLE IV PRO-RATION

- 4.1 All pro-rations called for in this Agreement shall be done or accomplished on a square foot basis unless a more equitable manner of pro-rating the expense is expedient and available.

ARTICLE V INSURANCE

- 5.1 Second Party shall procure fire and casualty insurance and liability insurance in amounts acceptable to both parties. Second Party shall cause First Party to be listed as an additional insured as concerns those portions of the facilities paid for by First Party. The cost of said insurance shall be pro-rated. First Party shall procure insurance on contents of shared spaces. Second Party shall procure insurance on the entire building.

ARTICLE VI OPERATION

- 6.1 The parties agree that each party shall have the right of use of the facilities set forth in Section No. 2.1 and that First Party shall employ a manager who shall be responsible for maintaining a calendar of events and coordinating the use of the facilities which are to be used jointly.
- 6.2 First Party shall be responsible for the collection of all fees relating to the use of the theater with the exception of school sponsored events.
- 6.3 Second Party shall be entitled to a daily or weekly block of time as concerns the utilization of the pool and at such time that Second Party uses said pool, it shall be responsible for providing personnel for such utilization. Said utilization shall not be less than 25 hours per week.
- 6.4 The parties will cooperate to develop a plan to raise monies from private sources to properly equip the theater and to develop a contingency plan in the event such efforts shall be ineffective.

ARTICLE VII MAINTENANCE

- 7.1 Second Party shall maintain the exterior grounds of the entire complex including the driveway circling the back of the building. First Party shall assist with maintenance when viable.
- 7.2 First Party will maintain all parking facilities constructed on the complex.
- 7.3 First Party will provide janitorial services as concerns the gymnasium, the indoor pool, and the theater, as well as routine maintenance. However, any major repair or renovations or system replacements as concerns the gymnasium, the indoor pool, and the theater shall be shared equally between the parties. Any expenditure in excess of \$2,500 shall be considered to be major and thus, shared equally between the parties.

7.4 First Party shall be responsible for all janitorial services, routine maintenance, major repair, renovations or system replacements as concerns the following components:

1. Elevated Track over gymnasium
2. Fitness Area
3. Concession Area
4. Meeting Rooms
5. Locker Rooms
6. Administration Offices

ARTICLE VIII UTILITIES

8.1 First Party shall be responsible for the cost of utilities as concerns the following components:

1. Elevated Track over gymnasium
2. Fitness Area
3. Concession Area
4. Meeting Rooms
5. Locker Rooms
6. Administration Offices
7. Indoor Pool

And the parties will share on a pro-rated basis, based on usage, the cost of utilities as concerns the gymnasium and the theater.

8.2 Second Party will be responsible for cost of phone, internet services, and camera system for entire building.

ARTICLE IX LAND USE

9.1 The parties agree that an area along the northern boundary of the real property shall be left undeveloped such that it might be developed in the future as a potential right-of-way for an extension of Patriot Street to Manley Avenue. Should said property be dedicated to the use as stated in the preceding sentence, then in that event, First Party shall purchase a small amount of additional property to the north of the subject property in order to align the proposed intersection of Volunteer Drive and Patriot Street.

9.2 Both parties agree that the facilities to be constructed will be set back from Volunteer Drive a sufficient length such that Volunteer Drive might in the future be made into a five-lane configuration.

**ARTICLE X
GENERAL PROVISIONS**

- 10.1 This Agreement shall not be assignable by any of the Parties hereto. This Agreement shall inure to the benefit of and be binding only upon the Parties hereto and their respective successors, heirs, and representatives.

- 10.2 The validity, construction, interpretation, and performance of this contract shall be governed and determined in accordance with the laws of the State of Tennessee, unless and to the extent that Federal law controls.

- 10.3 This Agreement constitutes the sole and entire agreement between the parties and no modification or amendment to this agreement shall be binding on the parties unless said modification or amendment is in writing signed by both parties. Representations, promise, or inducements not included in this agreement shall not be binding upon either of the parties.

- 10.4 In any portion or provision of this Agreement should be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such portion or provision shall be ineffective as to that jurisdiction to the extent of such invalidity, illegality or enforceability, without affecting in any way the validity or enforceability of the remaining portions or provisions hereof in such jurisdiction or rendering that or any other portions or provisions of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

- 10.5 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, First Party and Second Party have each duly executed and delivered this Agreement or have caused this Agreement to be executed and delivered in its name and on its behalf by its representatives thereunto duly authorized, all as of the date first written above.

THE CITY OF PARIS, TENNESSEE

First Party

By: _____

Title: _____

THE PARIS SPECIAL SCHOOL DISTRICT

Second Party

By: _____

Title: _____

NEW BUSINESS
AGENDA ITEM NO.4
Resolution to Amend the COP Personnel Rules and Regulations: Floating Holiday for Fish Fry Grand Parade Holiday

The following Resolution, presented for your consideration, reflects a change in holidays recognized by the City of Paris. Since the Fish Fry grand parade always falls on a Friday, a day that most non-first responder employees are now off due to our new work schedule, we would like to move this holiday to a floating holiday as opposed to taking off the Thursday prior as we will with most holidays that fall on a Friday.

RESOLUTION NO. 1677

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 amending **IV. COMPENSATION AND BENEFITS** S. Holidays, paragraph 1 to say:

Civilian and police personnel will be entitled to receive compensation for the following holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve, Christmas Day and one floating holiday in place of the Fish Fry Grand Parade Day. The floating holiday must be used within the current calendar year and may not be accumulated or carried forward to the next calendar year. Floating Holidays must be requested, scheduled, and approved in advance by their Department Head. In order to receive pay for the holiday, employees must work the day before and the day after the holiday unless an excused absence is obtained from the Department Head. Normally civilian employees will not be required to work on the day that the holiday is traditionally observed, but if civilian employees are required to work, non-exempt employees will receive overtime pay at the rate of 1-1/2 times the regular hourly rate for each hour worked. When a holiday falls on a Friday, Saturday, or Sunday, it is observed on the preceding Thursday or following Monday for the Civilian employees whose department is closed on Friday. (Res. # 1443, 11/18/08; Res. #1614, 10/4/18)

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 amending **IV. COMPENSATION AND BENEFITS** S. Holidays, paragraph 1 to say:

Civilian and police personnel will be entitled to receive compensation for the following holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve, Christmas Day and one floating holiday in place of the Fish Fry Grand Parade Day. The floating holiday must be used within the current calendar year and may not be accumulated or carried forward to the next calendar year. Floating Holidays must be requested, scheduled, and approved in advance by their Department Head. In order to receive pay for the holiday, employees must work the day before and the day after the holiday unless an excused absence is obtained from the Department Head. Normally civilian employees will not be required to work on the day that the holiday is traditionally observed, but if civilian employees are required to work, non-exempt employees will receive overtime pay at the rate of 1-1/2 times the regular hourly rate for each hour worked. When a holiday falls on a Friday, Saturday, or Sunday, it is observed on the preceding Thursday or following Monday for the Civilian employees whose department is closed on Friday. (Res. # 1443, 11/18/08; Res. #1614, 10/4/18)

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 6th day of April 2023.

Mayor

Finance Director

ATTESTED:

NEW BUSINESS
AGENDA ITEM NO.5
Resolution to Amend the COP Personnel Rules and Regulations by Amending Work
Rules: Rules of Conduct

When dealing with a personnel issue recently we realized that some verbiage needed to be added to our Work Rules. The following Resolution, presented for your consideration, addresses the oversight.

RESOLUTION NO. 1678

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:

B. By amending V. **WORK RULES**. A. Rules of Conduct., #12 to say:

12. Engaging in harassment of fellow employees or subordinates based upon race, age, national origin, religion, color, sex (including sexual orientation, gender identity, or pregnancy), or genetic information (including family medical history).

(Res. # _____, ____/____/____).

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 amending V. **WORK RULES**. A. Rules of Conduct, #12 to say:

12. Engaging in harassment of fellow employees or subordinates based upon race, age, national origin, religion, color, sex (including sexual orientation, gender identity, or pregnancy), disability, or genetic information (including family medical history).

(Res. # _____, ____/____/____).

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 6th day of April, 2023.

Mayor

Finance Director

ATTESTED:

**NEW BUSINESS
AGENDA ITEM NO. 6**

**Resolution to Amend the COP Personnel Rules and Regulations by Adding Appendix M
Harassment / Workplace Violence Policy**

It recently came to our attention that the City of Paris Personnel Rules and Regulations contain a Sexual Harassment Policy but not a simple Harassment Policy. The following Resolution, presented for your consideration, contains a Harassment Policy staff would like you to approve for inclusion in our official Rules and Regulations. We began with a model policy from MTAS and, with the help of Attorney Smith, have tweaked it to best reflect what we feel appropriate for our needs.

RESOLUTION NO. 1679

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 by enacting **APPENDIX M** to incorporate by reference a Harassment / Workplace Violence Policy for all City employees as follows:

APPENDIX M

Harassment / Workplace Violence Policy

PURPOSE

The City of Paris is committed to preventing workplace violence and to maintaining a safe work environment. It is the policy of the City of Paris to promote a productive, safe, and healthy work environment for all employees, customers, vendors, contractors, and members of the general public and to provide for the efficient and effective operation of the City of Paris's activities. Employees and customers are to be always treated with courtesy and respect.

Employees are expected to maintain a productive work environment free from harassing or disruptive activity including threats of physical violence. No form of bullying or harassment will be tolerated, including sexual harassment and harassment based on race, color, religion, gender or gender identity, age, national origin, disability, military status, genetic information, communication with an elected public official, free speech, refusing to participate in or remain silent about illegal activities, exercising a statutory constitutional right or any right under clear public policy, political affiliation, or any other basis protected by law. This policy applies to all City of Paris employees, elected officials, appointed officials, regular part time/temporary employees, and contractors.

The City of Paris will not tolerate bullying, or verbal or physical conduct by an employee which harasses, disrupts,

or interferes with another's work performance or which creates an intimidating, offensive or hostile environment. The City of Paris will take immediate steps to stop such behavior when it occurs.

1. No employee or non-employee shall be allowed to harass any other employee or non-employee by exhibiting behavior including, but not limited to, the following:
 - a. Verbal harassment – Verbal threats toward persons or property; the use of vulgar or profane language directed towards others; disparaging or derogatory comments or slurs; offensive flirtations or propositions; verbal intimidation; exaggerated criticism or name-calling; spreading untrue or malicious gossip about others.
 - b. Physical Harassment – Any physical assault, such as hitting, pushing, kicking, holding, impeding, or blocking the movement of another person.
 - c. Visual Harassment – Displaying derogatory or offensive posters, cartoons, publications, or drawings.
 - d. Bullying – Workplace bullying refers to unwanted aggressive behavior that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated, over time. The imbalance of power involves the use of physical strength, access to embarrassing information, or popularity to control or harm others. This behavior may be performed by individuals (or a group) directed towards an individual (or a group of individuals).
2. All employees, except those authorized to carry weapons for official job-related purposes (sworn law enforcement officers/arson investigators), are prohibited from carrying weapons while performing work for the city.
3. Notwithstanding any laws or any ordinance or resolution adopted by the City of Paris that prohibits or regulates the possession, transportation, or storage of a firearm or firearm ammunition, a person who has a valid enhanced handgun carry permit or concealed handgun carry permit or who lawfully carries a handgun pursuant to § 39-17-1307(g) may, unless expressly prohibited by federal law, transport and store a firearm or firearm ammunition in the person's motor vehicle, as defined in § 55-1-103, while on or utilizing any public or private parking area if:
 - a. The person's motor vehicle is parked in a location where the motor vehicle is permitted to be; and
 - b. The firearm or ammunition being transported or stored in the motor vehicle:
 - i. Is kept from ordinary observation if the person is in the motor vehicle.
 - ii. Is kept from ordinary observation and locked within the trunk, glove box, or interior of the person's motor vehicle or a container securely affixed to the motor vehicle if the person is not in the motor vehicle.
4. Dangerous devices and weapons prohibited by T.C.A. § 39-17-1302 are prohibited from possession on the City of Paris property except when issued or sanctioned by the City of Paris for use in the performance of the employee's job.
5. Charges of violence and harassment must be reported to the City Manager, Human Resources Director, etc. The City of Paris will promptly investigate reports of workplace violence including suspicious individuals or activities. The Human Resources Director is charged with investigating all cases of workplace violence and harassment. Depending on the severity of the charges or whether a crime is committed, the City Manager or Human Resources Director may request that the Police Chief provide assistance to Human

Resources Director or assume responsibility for the investigation. Employees are obligated to report instances of harassment. Employees are also obligated to cooperate in every investigation of harassment. The obligation includes, but is not limited to, coming forward with evidence, both favorable and unfavorable, for a person accused of such conduct; fully and truthfully make written reports or verbally answer questions when required to do so by an investigator. All employees are required to assist in the course of the investigation by providing testimony, statements and evidence, as required. Failure to cooperate may result in disciplinary action.

6. Copies of the investigative report with recommendations for appropriate action will be turned over to the City Manager as appropriate for further action.
7. Anyone determined to be responsible for threats of, or actual violence, or other conduct that is in violation of this policy will be subject to prompt disciplinary action up to and including termination.
8. Employees are encouraged to bring their disputes or differences with other employees to the attention of their supervisors or the Human Resources Director before the situation escalates into potential violence. The City of Paris is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns. Employees have the right to file a police report at their own discretion.
9. Employees are prohibited from interfering or attempting to interfere with any departmental investigation.
10. False allegations will be dealt with on a case-by-case basis, and depending on the outcome, may include disciplinary action.

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 for the City of Paris, by adding the above as Appendix M to incorporate by reference a Harassment / Workplace Violence Policy for all City employees.

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 6th day of April, 2023.

Mayor

Finance Director

ATTESTED:

**NEW BUSINESS
AGENDA ITEM NO.7**

Ordinance to Amend 5-1506. A., 5-1506. B., 5-1506. D., and 5-1506. E. regarding Mobile Food Service Vehicle Permits in the Paris Municipal Code

Our current Mobile Food Service (Food Truck) ordinance does not contain a provision for a temporary permit. After meeting with Natalie Hickman, Henry Co. Health Officer, staff better understands her rules and requirements and feels the provision of a temporary permit would be beneficial. If approved, there will be a public hearing prior to second reading.

ORDINANCE NO. 1287

AN ORDINANCE to Amend 5-1506. A., 5-1506 B., 5-1506. D., and 5-1506. E. of the Paris Municipal Code.

SECTION 1. BE IT ORDAINED by the Board of Commissioners of the City of Paris, Tennessee, Title 5, Chapter 1506 of the Paris Municipal Code shall be amended as follows:

- A. That 5-1506. A. of the Paris Municipal Code be amended by inserting the phrase “or Temporary Mobile Food Service permit” after the word “Permit” in the first sentence:
 - A. **Permit Required.** No Mobile Food Service Vehicle may operate within the City without a Mobile Food Service Permit **or Temporary Mobile Food Service Permit** issued by the City. The Mobile Food Service Permit must be prominently displayed when the Mobile Food Service Vehicle is in operation. (Ord. # _____, ___ / ___ / ___).
- B. That 5-1506. B. of the Paris Municipal Code be amended by deleting in its entirety and substituting the following thereof:
 - B. **Application.**
 1. A Mobile Food Service Vehicle operator shall apply for a Mobile Food Service Permit by payment of a \$50.00 application fee and submitting a completed application form which shall include the following information:
 - a) The name and address of the owner of the vehicle.
 - b) The name and address of the operator of the vehicle.
 - c) Three (3) color photographs of the exterior (front, side, and back) of the vehicle together with color photographs of the interior food service portion of the vehicle in its final condition. Said pictures shall show all markings under which the vehicle shall operate. 5-15-5
 - d) A copy of the vehicle license and registration form containing the vehicle identification number (VIN) of the Mobile Food Service Vehicle.
 - e) A copy of the applicable state and/or county health department license.
 - f) A copy of the Fire Marshall’s inspection report.
 - g) A copy of the operator’s Tennessee Business License issued by the City of Paris and Henry County or operator’s home base county.
 - h) A copy of the insurance policy required by 5-1505. O.

2. A Mobile Food Service Vehicle operator shall apply for a Temporary Mobile Food Service Permit by payment of a \$75.00 application fee and submitting a completed application form 14 days prior to the event of which shall include the following information as listed in 5-1506. B. 1. (Ord. # _____, / /).

C. That 5-1506. D. of the Paris Municipal Code be amended by deleting in its entirety and substituting the following thereof:

D. **Expiration.**

1. A Mobile Food Service Permit shall be issued for the calendar year from January 1st to December 31st and may be renewed annually provided all City requirements are met and the license has not been suspended or revoked.

2. A Temporary Mobile Food Service Permit shall be issued for more than one (1) day and not more than fourteen (14) consecutive days provided all City requirements are met and the license has not been suspended or revoked. (Ord. # _____, / /).

D. That 5-1506. E. of the Paris Municipal Code be amended by deleting in its entirety and substituting the following thereof:

E. **Permit Renewal.** In addition to the application fee provided in B. above, a Permit Fee of \$50.00 shall be charged upon issuance of the Permit as provided in C. above. A Renewal Fee of \$50.00 shall be charged annually when a Renewal Permit is issued. This Permit Fee shall not be prorated. (Ord. # _____, / /).

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

SECTION 3. This Ordinance shall take effect on and after the final passage and adoption.

Passed and adopted _____.

Passed and adopted _____.

Mayor

Finance Director

STATUS OF VARIOUS PROJECTS
April 2023

	PRIMARY STAFF	TARGET COMPLETION DATE(S)	
HOME Grant	Morris/Foster	2024	House #1 is currently under construction. House #2 is scheduled for demolition in the next week. House #3 is under evaluation; it will be a tear down & rebuild.
Back Alley Paris	Foster/Morris/ Ray (DA)	June 2023	A conceptual painting depicting the second 100 years of our bicentennial is still being perfected. The project is on target for a June unveiling.
TA Grant for Sidewalks along Wilson & Patriot	Foster/Morris	Fall 2022	All work is complete and project closeout is underway.
2018 STBG Project for Signalization & Safety Upgrades at 3 Intersections Downtown	Foster/Morris	Fall 2024	Preliminary ROW plans have been submitted to TDOT for review. Still waiting on responses from the following agencies for the in-house re-eval: historic & NAC; Public info. meeting was held March 27 to review design.
Rison St Bridge Replacement	Foster/Morris	Summer 2024	The THIRD updated NEPA (environmental) document has been submitted to TDOT, we are, once again, awaiting their response.
2020 Multimodal Access Grant for 4 Downtown Intersections	Foster/ Morris	Fall 2024	Work on preliminary ROW plans continues. Public info. meeting was held March 27 to review design.
2021 Multimodal Access Grant for Tyson/M.W. Intersection Upgrades & Sidewalk	Foster/Morris	Fall 2025	NEPA phase documentation continues. Waiting on responses from the following agencies TWRA, USACE, USFWS & NAC. TDOT Archaeological section has requested that a phase 1 archaeological survey be performed. Preliminary grading 50% complete.
2021 TA Grant for Sidewalk Project along Fairgrounds & Royal Oak	Foster	Winter of 2025 (if awarded)	TLM was the only CEI firm to respond to our RFQ. We notified TDOT of their selection on March 16. We are now awaiting TDOT's approval and NTP.
TDEC Water Infrastructure Improvement (WII) Grant	Foster	Spring 2026	Work on hydraulic analysis continues with development of individual drainage basins. Basin development approximately 95% complete. We received official notification from TDEC of approval of our plan and award of \$1,887,6631.
Downtown Improvement Grant	Morris/Crouch/Foster	Fall 2024	Ten projects have now been completed. We have three projects left to complete; Scott building on Ruff St., Scott building on Poplar & the Iron Place.
Municipal Facilities Study	Foster	Spring 2023	Study is complete, TLM compiling final reports.

Notes from the City Manager:

- Downtown Safety Flags: The presence of the flags has stirred a lot of comment on social media which has not always been positive, but it has gotten people's attention and shed light on the issues. Whether you chose to use a flag or not, you know they are there and why. I have seen pedestrians use the flags when crossing.

- Fire Chief: A new Fire Chief has been selected; an update will be presented Thursday night.
- ARPA Funds: We have a desperate need of a multipurpose storage building. We would like to construct a 30'x100'x14' metal building at McNeill Park using some of our remaining ARPA funds. Additional details to be discussed at the meeting.