

CARLTON GERRELL, MAYOR  
KIM FOSTER, CITY MANAGER



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

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

---

**CITY HALL COURTROOM  
September 1, 2022  
5:00 P.M.**

**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 – August 4, 2022

**Board Will Hear Comments from Citizens**

**Board Will Hear Comments from the Commission**

**Service Resolutions and Proclamations:** Proclamation Honoring Long Time City Attorney Fred McLean

## **OLD BUSINESS**

- 1.) **Request to Divest of the Undeveloped Alley off of Ogburn Street:** Jennifer Morris, Community Development Director
- 2.) **Ordinance to Enact 11-821 in the Paris Municipal Code Zoning Ordinance Table of Uses to allow Micro-Breweries (First Reading):** Jennifer Morris, Community Development Director

## **NEW BUSINESS**

- 1.) **Financial Update:** Traci Shannon, Finance Director
- 2.) **Appointments to Boards:** Carlton Gerrell, City Mayor
- 3.) **Proposal for GIS Services:** Kim Foster, City Manager

**Status of Various Projects**

**Notes from the City Manager**

**Adjournment**

**OLD BUSINESS**  
**AGENDA ITEM NO. 1**  
**Request to Divest of the Undeveloped Alley off of Ogburn Street**

City Staff is currently working through the process of identifying undeveloped right of ways within the city and determining whether or not it is in the city's best interest to keep them or attempt to divest of them. During this process a resident living adjacent to an undeveloped ROW between Ogburn and Blanton streets expressed an interest in acquiring this ROW. Staff has determined that there are utilities in this ROW so Keenan Amendments would need to be attached but divesting of this undeveloped ROW would be in the City's best interest.

At the August meeting this item was referred to the Planning Commission for their recommendation. A recommendation has not yet come back from the Planning Commission. This item should be deferred to next month.

Undeveloped Right-of-Way at Ogburn and  
Blanton Streets



**OLD BUSINESS  
AGENDA ITEM NO. 2**

**Ordinance to Enact 11-821 in the Paris Municipal Code Zoning Ordinance Table of Uses  
to allow Micro-Breweries (First Reading):**

Other communities in Tennessee as well as here in our county are experiencing the addition of micro-breweries and distilleries. In the past we have been approached by developers interested in possibly locating these establishments within the City of Paris. To date none have seen their plans to fruition. In order to attract these types of businesses, a growing segment of many communities, the Planning Commission has reviewed this and referred the attached ordinance amendment for your consideration.

ORDINANCE NO. 1286

AN ORDINANCE  
to enact 11-821 of the Paris Municipal Code

SECTION 1. BE IT ORDAINED by the Board of Commissioners of the City of Paris, Tennessee, that 11-300, Table 1 be amended, 11-502C, 11-503C, 1-504C, 11-505C, 11-506C, 11-602B, 11-603B and 11-604B be amended; and the following be enacted as Title 11, Chapter 821 of the Paris Municipal Code:

- (1) That 11-300, Table 1 be amended to allow Micro-Breweries and Micro-Distilleries as a use by right in the M-1, M-2 and P-M Districts, and allowed as a special permit use in the B-1, B-2, B-3, P-B and SC-1 Districts;
- (2) That 11-502C, 11-503C, 1-504C, 11-505C, and 11-506C be amended to allow Micro-Breweries and Micro-Distilleries as a special permit use.
- (3) That 11-602B, 11-603B, and 11-604B be amended to allow Micro-Breweries and Micro-Distilleries as a use by right.
- (4) That the Following be enacted as Title 11, Chapter 821:

11-821. Development Standards for Micro-Breweries and Micro-Distilleries. The Board of Zoning Appeals may authorize the issuance of a special use permit for Micro-Breweries and Micro-Distilleries as indicated on Table 1 after first holding a public hearing as provided in this section and subject to the following additional standards.

- B. Development Standards for Micro-Breweries and Micro-Distilleries:
1. Zoning Districts – Micro-Breweries and Micro-Distilleries shall be allowed as a use by right in the M-1, M-2 and P-M Districts and as a conditional use in the B-1, B-2, B-3, P-B and SC-1 Districts.
  2. Parking – Where no on-street parking is provided, the following parking requirements shall apply:  
  
One (1) space per one thousand (1,000) square feet of gross floor
  3. Development shall not generate traffic, parking, noise, vibrations, glare, fumes, odors or electrical interference beyond what normally occurs in the applicable zoning district.
  4. The outside appearance shall maintain conformance with the general character of the district in which it is located.
  5. No outdoor storage shall be permitted.
  6. By-products or waste from the production of malt or distilled liquor shall be properly disposed of off the property.
  7. All malt, or distilled liquor production shall be within completely enclosed structures.

8. If such facility includes distribution, it shall only be for small scale, regional distribution to limit the number of commercial trucks that come to and from the facility. Such facility must maintain property loading facilities.

C. Submission of a Site Plan

If required by the zoning district, a site plan meeting the requirements of 11-1101 et.seq. and any requirements applicable to the specific zoning district must be submitted to the appropriate governing body including but not limited to structures, parking, signage, drainage, landscaping and screening.

D. Final Approval and Certificate of Occupancy. The following information must be submitted to the city manager or city manager's designee before final approval can be obtained and a certificate of occupancy can be issued:

1. Certification by a registered engineer or surveyor as to the accuracy of the survey and placement of monuments where required.
2. Certification by the Paris Board of Public Utilities that all public utilities and sewage disposal shall be available to the site, shall be capable of servicing the proposed use and that all required utilities have been provided in compliance with all local county and state standards and regulations.
3. Certification that all buildings, structures, and other improvements to the land have been constructed and installed according to the site plan in compliance with all specifications of this section and the building codes.
4. Certification that all applicable federal, state and municipal codes, including municipal fire, building and electrical codes are in compliance.
5. Certification that all applicable federal, state and municipal codes for the sale or distribution of alcoholic beverages have been met.

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

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

Passed and adopted September 8, 2022.

Passed and adopted \_\_\_\_\_.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Finance Director

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

**Narrative to July 2022 Operating Statement**

Our retail sales tax revenue continues to be strong. It was up 11% for the month of June compared to last June. We ended our fiscal year ahead by 7.82%.

As usual, we started our new fiscal year with expenditures exceeding revenues in the month of July. We had several large expenses including \$313K for our workers comp & liability insurance, \$171K for a front-end loader, \$99K was principal on debt service for the splash pad, and \$108K for repairs on the Civic Center pool.

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

**Other Business:**

**Personnel changes in July:**

**New Employees (1):** One full-time (Recreation Program Coordinator)

**Resignations (0):** None

**We issued four business licenses in July:**

**New Business (1):** Ethereal Ink Tattoo & Piercing

**Add'l Location (1):** Project Builders (Contractor)

**New Owner (1):** Yummy Clothing & Accessories

**Ownership Type (1):** Eagle Creek Gunworks LLC

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

	<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>	<u>FY2020</u>	<u>FY2021</u>	<u>FY2022</u>	<u>% Incr(Decr)</u>
JULY	\$748,999	\$791,918	\$787,901	\$802,267	\$898,979	\$951,793	5.87%
AUGUST	\$738,171	\$775,581	\$790,533	\$799,378	\$843,541	\$895,516	6.16%
SEPTEMBER	\$791,866	\$812,873	\$774,425	\$797,992	\$888,921	\$965,256	8.59%
OCTOBER	\$732,345	\$777,777	\$761,812	\$761,453	\$873,733	\$974,047	11.48%
NOVEMBER	\$770,351	\$821,637	\$809,116	\$807,105	\$874,641	\$988,199	12.98%
DECEMBER	\$999,663	\$927,868	\$960,027	\$957,286	\$1,097,412	\$1,210,615	10.32%
JANUARY	\$674,764	\$689,391	\$665,013	\$713,906	\$844,826	\$839,389	-0.64%
FEBRUARY	\$684,426	\$697,202	\$704,313	\$727,380	\$719,938	\$859,647	19.41%
MARCH	\$840,859	\$840,412	\$877,659	\$840,175	\$1,101,592	\$1,102,651	0.10%
APRIL	\$792,642	\$774,320	\$849,875	\$865,360	\$1,040,359	\$1,060,677	1.95%
MAY	\$796,500	\$840,600	\$863,697	\$949,140	\$1,005,346	\$1,105,515	9.96%
JUNE	\$871,656	\$849,365	\$873,145	\$966,861	\$1,013,926	\$1,125,455	11.00%
<b>TOTAL</b>	<b>\$9,442,243</b>	<b>\$9,598,946</b>	<b>\$9,717,515</b>	<b>\$9,988,303</b>	<b>\$11,203,215</b>	<b>\$12,078,759</b>	
Previous YTD % Increase/Decrease	2.52%	1.66%	1.24%	2.79%	12.16%	7.82%	

**MONTHLY OPERATING STATEMENT**  
**July 2022**

<b>REVENUES</b>	<u>Annual Budget</u>	<u>Current Month</u>	<u>Yr to Date</u>	<u>Percent Realized</u>
Property Taxes	1,727,000	681	681	0.04%
Local Option Sales Tax	6,086,700	546,571	546,571	8.98%
Wholesale Liquor / Beer	875,000	94,754	94,754	10.83%
Business Tax	400,000	6,289	6,289	1.57%
Fees & Licenses	168,500	1,768	1,768	1.05%
In Lieu Payments	904,250	63,184	63,184	6.99%
Grants	1,036,430	0	0	0.00%
State Shared taxes	1,791,800	146,539	146,539	8.18%
All Other	1,615,948	216,525	216,525	13.40%
Federal ARPA Grant	1,491,875	0		0.00%
ARPA/TDEC-WII	500,000	0	0	0.00%
<b>Total General Fund Revenue</b>	<b>16,597,503</b>	<b>1,076,311</b>	<b>1,076,311</b>	<b>6.48%</b>
Solid Waste Collection - BPU	1,250,000	112,938	112,938	9.04%
Solid Waste Disposal - Transfer	400,000	39,969	39,969	9.99%
Other Revenue	25,400	25,251	25,251	99.42%
<b>Total Sanitation</b>	<b>1,675,400</b>	<b>178,158</b>	<b>178,158</b>	<b>10.63%</b>
Gate Receipts - Brush & Debris	140,000	15,803	15,803	11.29%
County Share Operating Exp	30,000	0	0	0.00%
Gate Receipts - Tires	10,000	905	905	9.05%
Other Revenue	91,450	35,213	35,213	38.51%
<b>Total Landfill</b>	<b>271,450</b>	<b>51,921</b>	<b>51,921</b>	<b>19.13%</b>
<b>Total Drug Fund</b>	<b>42,050</b>	<b>9,087</b>	<b>9,087</b>	<b>21.61%</b>
<b>TOTAL REVENUES</b>	<b>18,586,403</b>	<b>1,315,477</b>	<b>1,315,477</b>	<b>7.08%</b>



<b>EXPENDITURES</b>	<u>Annual Budget</u>	<u>Current Month</u>	<u>Yr to Date</u>	<u>Percent Realized</u>
Grants & Donations	229,961	27,392	27,392	11.91%
General Administration	423,856	34,272	34,272	8.09%
Economic Development	178,474	14,061	14,061	7.88%
Elections	4,500	0	0	0.00%
Financial Administration	331,384	43,584	43,584	13.15%
City Hall Building	104,397	10,110	10,110	9.68%
Police Department	2,369,010	286,397	286,397	12.09%
Emergency Communications	748,932	57,698	57,698	7.70%
Fire Department	1,923,446	180,364	180,364	9.38%
Building Inspection	178,037	20,014	20,014	11.24%
Street Maintenance	1,772,747	203,196	203,196	11.46%
State Street Aid	1,683,000	0	0	0.00%
Storm Water Management	72,140	7,121	7,121	9.87%
Street Lighting	116,000	6,174	6,174	5.32%
City Garage	310,298	31,581	31,581	10.18%
Cemetery Maintenance	73,324	9,248	9,248	12.61%
Health & Animal Control	199,228	19,985	19,985	10.03%
Civic Center	692,100	71,802	71,802	10.37%
Parks & Recreation	1,111,601	149,657	149,657	13.46%
Library	183,430	30,572	30,572	16.67%
Community Development	1,376,700	74,842	74,842	5.44%
ARPA-SLFRF	1,000,000	98,600	98,600	9.86%
ARPA/TDEC-WII	500,000	3,954	3,954	0.79%
Debt Service	683,917	113,545	113,545	16.60%
<b>General Fund Expenditures</b>	<b>16,266,482</b>	<b>1,494,170</b>	<b>1,494,170</b>	<b>9.19%</b>
Sanitation Collection	1,566,797	313,569	313,569	20.01%
Contractual Services	661,500	61,800	61,800	9.34%
<b>Total Sanitation</b>	<b>2,228,297</b>	<b>375,369</b>	<b>375,369</b>	<b>16.85%</b>
<b>Total Landfill</b>	<b>215,404</b>	<b>46,419</b>	<b>46,419</b>	<b>21.55%</b>
<b>Total Drug Fund</b>	<b>75,300</b>	<b>50</b>	<b>50</b>	<b>0.07%</b>
<b>TOTAL EXPENDITURES</b>	<b>18,785,483</b>	<b>1,916,007</b>	<b>1,916,007</b>	<b>10.20%</b>

<u>REVENUES OVER / (UNDER) EXPENDITURES</u>	<u>Current Month</u>	<u>Yr to Date</u>
General Fund	(417,859)	(417,859)
Sanitation	(197,210)	(197,210)
Landfill	5,502	5,502
Drug Fund	9,037	9,037

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

<u>BOARD</u>	<u>CURRENT MEMBER</u>	<u>PROPOSED MEMBER</u>	<u>TERM EXPIRATION</u>	<u>NEW EXPIRATION</u>
<b>Advisory Committee On Americans With Disabilities</b>  <b>3 Year Term</b>  (Mayor w/Commission approval, Mayor appoints Chairman)	<b>Georg Todd</b>	<b>Georg Todd</b>	<b>September 2, 2022</b>	<b>September 2, 2025</b>
<b>Advisory Committee On Americans With Disabilities</b>  <b>3 Year Term</b>  (Mayor w/Commission approval, Mayor appoints Chairman)	<b>Denise Wardle</b>	<b>Denise Wardle</b>	<b>September 2, 2022</b>	<b>September 2, 2025</b>
<b>Advisory Committee On Americans With Disabilities</b>  <b>3 Year Term</b>  (Mayor w/Commission approval, Mayor appoints Chairman)	<b>Matt Wermer</b>	<b>Matt Wermer</b>	<b>September 2, 2022</b>	<b>September 2, 2025</b>
<b>Revolving Loan Advisory Board</b>  <b>Formed Oct. 1, 2008</b>  (Mayoral Appointment)	<b>Alta Lambert</b>	<b>Alta Lambert</b>	<b>October 1, 2022</b>	<b>October 1, 2024</b>
<b>Revolving Loan Advisory Board</b>  <b>Formed Oct. 1, 2008</b>  (Mayoral Appointment)	<b>Rosie Johnson</b>	<b>Rosie Johnson</b>	<b>October 1, 2022</b>	<b>October 1, 2024</b>

<b>Revolving Loan Advisory Board</b>  Formed Oct. 1, 2008  (Mayoral Appointment)	Samuel Tharpe	Samuel Tharpe	October 1, 2022	October 1, 2024
--	---------------	---------------	-----------------	-----------------

**NEW BUSINESS**  
**AGENDA ITEM NO. 3**  
**Proposal for GIS Services**

I recently met with Brian Whitaker and Helen Scales of OHM Advisors, an engineering firm out of Nashville, regarding working with them to assist us in the creation and configuration of an ArcGIS Online (AGOL) account and creation of custom applications. Also attending this meeting was Phillip Jessie, Kody Rock and Caleb Murnane, all in our Public Works Dept. Through previous conversations with Brian I was made aware of GIS programs OHM has written for other cities that I thought would be extremely helpful and time saving for us, especially in the areas of Public Works and Planning & Zoning. We have struggled with GIS platforms and how and who to properly maintain this information for some time. GIS information is the basis for an endless amount of applications, we need to get on a reliable platform and get several individuals within our organization fluent in using this information. In the long term properly building, utilizing, and maintaining this platform will save us a lot of time and help us better serve our community.

Following is a proposal submitted by OHM to provide the City of Paris consultant services to get us on the ArcGIS platform and help us develop programs that will allow us to work smarter, not harder.



August 4, 2022

City of Paris, TN  
Attn: Ms. Kim Foster, City Manager  
100 N Caldwell St #1  
Paris, TN 38242

**RE: Proposal for Professional Services**  
City of Paris, Tennessee

Dear Ms. Foster:

Thank you for the opportunity to submit this proposal for professional services. This letter presents our understanding of the project and our proposed scope of services, time schedule, fee, and "Standard Terms and Conditions".

**Project Description**

Consultant will process existing available stormwater, planning, and additional GIS data provided by the client into a Geographic Information System (GIS) format. Consultant will then assist in the creation and configuration of an ArcGIS Online (AGOL) account and custom applications for the Client to use to view and edit the new GIS data.

Consultant can provide additional services not described in this proposal for an additional fee. No additional work shall proceed without receipt of written authorization by the Client.

**Scope of Services**

At the request of the Client, Consultant will provide services and will work closely with the Client to transfer current GIS data into a private ArcGIS Online account (AGOL), help train Client staff, and create applications within the Client's new AGOL. Specific tasks to complete this project are as follows:

**Task 1 – Client & Consultant Meetings - \$2,000**

Client staff and Consultant will have designated meetings to discuss GIS licensing and current data access to ensure a proper understanding of how it was initially accessed and used. Consultant will also provide training and ongoing meetings as requested by the Client.

**TASK 2: ArcGIS Online Set-up and Configuration - \$5,000**

- Consultant will work with the Client to set up their new ArcGIS Online (AGOL) account. This will include communicating with Esri to generate a quote and recommended licensing. This account will allow all staff to access the new GIS information in a safe web environment from smartphones, tablets, or computers.
- Consultant will assist the Client with activation and assignment of user accounts and continued management of the AGOL account.
- The quote for AGOL yearly licensing will come directly from Esri. The Client may cancel or add additional user accounts at any time. A breakdown of user types and their estimated cost is as follows:
  - \*Required\* 1 foundational user type:
    - GIS Professional Basic: \$700 annual subscription (recommended)
    - Creator User: \$500 annual subscription
  - Additional user types:
    - Viewer: \$100 annual subscription
    - Editor: \$200 annual subscription



- Mobile Worker: \$350 annual subscription (required for mobile app usage)

**TASK 3: Data Preparation and Digitization - \$10,000**

- Consultant will receive existing GIS data from the Client and format it to comply with Esri Local Government Information Model. This will allow for easy editing and maintenance by the Client.
- Consultant will digitize information not already in GIS format as requested by the Client up to the not-to-exceed fee of \$10,000. Unique IDs will be assigned to every feature, and unknown attributes will be left blank for future input by the Client.
- Once complete, all content will be available in the Client AGOL Mapping Platform.
- An estimated time-to-complete will be provided as requests are received to digitize non-GIS information from the Client. No work will begin without consent from the Client.

**TASK 4: Configure Web Content - \$5,000**

- Stormwater Editing and Viewing Applications
  - Consultant will work with the Client to develop a custom, interactive GIS Web Application for the Client to utilize in the field and office to easily access stormwater utility information.
  - GIS Stormwater Editor will be used by designated staff to update attributes and geometry from the office or the field. The Editor will include parcels, stormwater utilities, wetlands, floodplains, Client boundary, and roads.
  - Consultant will also include a GIS Stormwater Utilities Viewer for designated users who are not provided with editing capabilities by the Client.
- Zoning and Planning Viewer Application
  - Consultant will work with the Client to develop a custom, interactive GIS Web Application for the Client to utilize in the field and office to easily access zoning and planning information.
  - The Viewer will include parcels, zoning information, address points, wetlands, floodplains, roads, Client boundary, and other planning data provided by the Client.

**TASK 5: Ongoing Assistance - \$10,000**

- Consultant will provide ongoing assistance to the Client on an as-needed basis to provide training, create applications, and maintain the Client's Online Accounts.

**Deliverables**

Web Mapping Application and Quick Reference Guide for using the Online Editor and Viewers.

**Responsibilities of Client**

Our Proposal was prepared based on the following assumptions:

- Consultant will be given full access to all GIS data and servers currently used by the Client.
- If additional labor effort or change in schedule is required beyond described herein, Consultant Advisors will negotiate an amendment with the Client. Consultant will not proceed with additional services without written authorization to proceed from the Client.
- Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings or service, not described within our Scope of Services, shall be considered additional services.
- The Client will provide a single point of contact to consultant who is knowledgeable about the project needs and desired outcomes.

**Additional Services**

The Client may request additional services that are not included with the original Scope of Services. Consultant will provide an Amendment to this Letter Proposal outlining the specific Scope of Services to be added. Compensation and schedule for the Additional Services will be detailed within the Amendment.

**OHM Advisors®**

209 10TH AVENUE SOUTH, SUITE 154  
NASHVILLE, TENNESSEE 37203

T 615.649.5264

OHM-Advisors.com



### **Time Schedule**

The Consultant is available to commence with this assignment within 10 days upon approval and execution of this Letter Proposal. We anticipate that our effort will span as shown below.

<b>TASK</b>	<b>Milestone</b>
Task 1 – Client and CONSULTANT Meetings	Ongoing
Task 2 – ArcGIS Online set-up and configuration	2 Months
Task 3 – Data Preparation & Digitization	Ongoing as requested
Task 4 – Configure Web Content	1 Month
Task 5 – Ongoing Assistance	Ongoing as requested

### **COVID-19 Disclaimer**

As we submit this proposal, the world is in the midst of the COVID-19 health crises, and we believe there is an increased risk for potential schedule impacts. The Time Schedule is based on operating in a normal environment. Our team, like the Client, is adjusting our workflow logistics and our teams are working remotely in an effective manner. However, be aware that schedule impacts from elements such as field services delays, required resource agencies, and key staff illness that neither CONSULTANT Advisors nor the Client have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise, and work with the Client's staff to develop a plan to deal with unforeseen issues.

### **Fee**

We will perform the above services on an hourly basis based on the attached Hourly Rate Schedule (Exhibit 1), plus reimbursable expenses. The estimated cost of services is \$32,000. We will notify you in advance if we become aware of unforeseen conditions impacting the estimated cost of services. We will not exceed the \$32,000 estimate without the Client's prior approval and based on the following assumed distribution:

<b>TASK</b>	<b>Cost</b>
Task 1 – Client and Consultant Meetings	\$2,000
Task 2 – ArcGIS Online set-up and configuration	\$5,000
Task 3 – Digitization (by request)	\$10,000
Task 4 – Configure Web Content	\$5,000
Task 5- Ongoing Assistance	\$10,000
<b>Additional Costs – Yearly AGOL Subscription</b>	<b>*Dependent on # of users</b>

### **Contract Terms and Conditions**

Exhibit 2 (attached), "Standard Terms and Conditions" is incorporated into this proposal by reference. Consider the term Owner to mean Client as referred to in this letter.

### **Acceptance**

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days from the date of this letter.

### **OHM Advisors®**

209 10TH AVENUE SOUTH, SUITE 154  
NASHVILLE, TENNESSEE 37203

T 615.649.5264

OHM-Advisors.com



**Orchard, Hiltz, & McCliment, Inc.**  
CONSULTANT

**City of Paris**  
CLIENT

\_\_\_\_\_  
(Signature) \_\_\_\_\_

Bran H. Whitaker P.E., CPESC \_\_\_\_\_  
(Name) \_\_\_\_\_

Principal - Municipal \_\_\_\_\_  
(Title) \_\_\_\_\_

August 4, 2020 \_\_\_\_\_  
(Date) \_\_\_\_\_

Attachments: Exhibit 1 – Hourly Rate Schedule  
Exhibit 2 – Standard Terms and Conditions



**2022 TN Standard Hourly Rates**

Paragraph 4.02B of the Agreement is amended and supplemented to include the following agreement of the parties. Rates as reflected subject to review and adjustment on an annual basis.

Professional Engineer IV/Architect IV	\$190.00
Professional Engineer III/Architect III	\$172.00
Professional Engineer II/Architect II	\$150.00
Professional Engineer I/Architect I	\$135.00
Graduate Engineer IV	\$146.00
Graduate Engineer III	\$136.00
Graduate Engineer II	\$129.00
Graduate Engineer I	\$119.00
Project Specialist II	\$175.00
Project Specialist I	\$135.00
Graduate Architect III/Landscape Architect III	\$138.00
Graduate Architect II/Landscape Architect II	\$118.00
Graduate Architect I/Landscape Architect I	\$110.00
Technician IV	\$145.00
Technician III	\$125.00
Technician II	\$105.00
Technician I	\$95.00
Engineering/Architectural Aide	\$70.00
Professional Surveyor III	\$162.00
Professional Surveyor II	\$150.00
Professional Surveyor I	\$140.00
Graduate Surveyor	\$120.00
Surveyor III	\$120.00
Surveyor II	\$110.00
Surveyor I	\$90.00
Surveyor Aide	\$70.00
Planner IV	\$165.00
Planner III	\$144.00
Planner II	\$124.00
Planner I	\$105.00
Planner Aide	\$70.00
Graphic Designer	\$110.00
Administrative Support	\$90.00
Clerical Aide	\$70.00
Principal	\$220.00
Sr. Associate	\$200.00
Associate	\$190.00
2-Man Survey Crew w/Equipment	\$170.00
1-Man Survey Crew w/Equipment	\$120.00
Drone Crew	\$170.00





**EXHIBIT 1  
STANDARD TERMS and CONDITIONS**

1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM Advisors), a registered Tennessee firm, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT shall at no cost to OHM ADVISORS:
  - a. Provide access to the work site to allow timely performance of the work.
  - b. Provide all data and information in the CLIENT'S possession as may be required by OHM ADVISORS to perform the services.
  - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, including services and information provided by other design professionals or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** To the fullest extent permitted by law, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, alone, and waives any and all remedies it may have against OHM ADVISORS' principals, agents, employees, officers, directors and/or subconsultants.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages, or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.



10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at any time, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Tennessee will govern the validity of this Agreement, its interpretation and performance.
13. **DOCUMENTS OF SERVICE.** The CLIENT acknowledges that OHM ADVISORS' reports, drawings, and other documents (Documents) as instruments of professional services. Nevertheless, the Documents prepared under this Agreement shall become the property of CLIENT upon completion of the work and payment in full of all monies due OHM ADVISORS. However, OHM ADVISORS shall have the unlimited right to use such Documents and the intellectual property therein. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** If CLIENT requests OHM ADVISORS to execute certificates, the proposed language of such certificates shall be submitted to OHM ADVISORS for review at least 14 days prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of the Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
17. **OPINIONS OF PROBABLE COST.** OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. **JOB SITE SAFETY.** Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. **CONTRACTOR SUBMITTALS.** If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of



determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences, or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.

20. **CONSTRUCTION OBSERVATION.** If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.

21. **HAZARDOUS MATERIALS.** As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum, or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS's services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.

22. **WAIVER OF CONSEQUENTIAL DAMAGES.** OHM ADVISORS and CLIENT waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.

23. **WAIVER OF SUBROGATION.** OHM ADVISORS and CLIENT waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.

24. **THIRD PARTIES.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.

25. **CODE REVIEW/ACCESSIBILITY.** In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the



interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.

26. **DISPUTE RESOLUTION.** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, CLIENT and OHM ADVISORS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings.

**STATUS OF VARIOUS PROJECTS  
September 2022**

	<b>PRIMARY STAFF</b>	<b>TARGET COMPLETION DATE(S)</b>	
HOME Grant	Morris/Foster	2024	Bid Opening for interested contractors will be held on Monday, August 29 at 10:00 a.m.
Back Alley Paris	Foster/Morris/ Ray (DA)	June 2023	The application for the current round of the ABC grant has been completed and submitted. If awarded, Dan Knowles will begin work on a mural commemorating 100 years of Paris-HC history from 1922-2022.
TA Grant for Sidewalks along Wilson & Patriot	Foster/Morris	Fall 2022	Sidewalk 95% complete. Lacking tie-in at Lone Oak and small sections throughout project. Base paving complete. Lacking surface paving. Sod is on site to be installed over the next few days.
2018 STBG Project for Signalization & Safety Upgrades at 3 Intersections Downtown	Foster/Morris	Fall 2024	Preliminary plans still under review at TDOT. Work continues on preliminary ROW plans.
Rison St Bridge Replacement	Foster/Morris	Summer 2024	Core drilling/geotechnical testing on the bridge took place on July 29. The information gained will be used to complete bridge design and construction plans. We are still awaiting a couple of responses before being able to submit the NEPA documentation.
2020 Multimodal Access Grant for 4 Downtown Intersections	Foster/ Morris	Fall 2024	NEPA has been approved. Coordination of pole and pedestal placement completed. Work has begun on updating quantities for updated budget. NTP to Design expected in late August or early September. Work on preliminary plans continues.
2021 Multimodal Access Grant for Tyson/M.W. Intersection Upgrades & Sidewalk	Foster/Morris	Fall 2025	Survey has been received. Filed verification will take place last week of August. Work on NEPA phase documentation continues. Desktop reviews have been completed.
2021 TA Grant for Sidewalk Project along Fairgrounds & Royal Oak	Foster	Winter of 2025 (if awarded)	We are expecting any day to hear whether or not we have been awarded this grant.
TDEC Water Infrastructure Improvement (WII) Grant	Foster	Spring 2026	Mapping for our drainage study is 29% complete. Overall drainage basins have been developed with a list of drainage structures for each basin.
Downtown Improvement Grant	Morris/Crouch/Foster	Fall 2024	Seven projects have been completed! One is almost complete, and two are waiting for the contractor who is working on another grant project. We executed two contracts this past week. We have three projects that still need to get their contracts executed.
Municipal Facilities Study	Foster	Spring 2023	Facility evaluations are ongoing.

**Notes from the City Manager** – None