

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



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
November 4, 2021
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 – October 7, 2021

Board Will Hear Comments from Citizens

Board Will Hear Comments from the Commission

Service Resolutions and Proclamations: None

OLD BUSINESS

- 1.) None

NEW BUSINESS

- 1.) **Financial Update:** Traci Shannon, Finance Director
- 2.) **Appointments to Boards:** Carlton Gerrell, City Mayor
- 3.) **Interlocal Agreement with the HCSS Regarding Harding Road Repairs:** Kim Foster, City Manager
- 4.) **Resolution to Discontinue Probationary Period for Enrollment in TCRS:** Kim Foster, City Manager
- 5.) **Resolution to Allow Buyback of Probationary Period Service Time in TCRS for City Employees:** Kim Foster, City Manager
- 6.) **Resolution to Amend the COP Personnel Rules Regarding Enrollment in TCRS:** Kim Foster, City Manager
- 7.) **Ordinance to Amend Title 11, Ch 12 Regarding Required Screening:** Jennifer Morris, Community Development Director
- 8.) **Resolution for a PILOT Agreement for Eurotranciatura:** Rob Goad, Executive Director, PHCIC

Status of Various Projects

Updates from the City Manager

Adjournment

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

Narrative to September 2021 Operating Statement

Our retail sales tax revenue continues to be strong. It was ahead 6.16% for the month of August compared to last August and it is also up 6.01% fiscal year-to-date.

The first quarter of FY2022 reflected a deficit in our General Fund. We did have a few large expenses during the month of September that included \$186K for Fire Dept air packs, \$127K for pickle ball court expenses, and \$31K for building/property insurance. Next month, revenue from property taxes should catch us up some. They were mailed out by the state on October 1st.

A total of 3,653 ESN122 Fire Fee notices were mailed and due payable by September 30th. We collected about 50% of the amount billed, which is the average we typically receive each September. We usually collect an additional 10-15% by the end of the fiscal year.

Other Business:

Personnel changes in September:

New Employees (5): Two full-time (Police Officers), Three part-time (Civic Center Lifeguards)

Resignations (0): None

We issued three business licenses in September:

New Business (2): Southern Grace, TN Living Realty

Minimal License Renewal (1): Londyn Kate Boutique

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

	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	% Incr(Decr)
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		
OCTOBER	\$732,345	\$777,777	\$761,812	\$761,453	\$873,733		
NOVEMBER	\$770,351	\$821,637	\$809,116	\$807,105	\$874,641		
DECEMBER	\$999,663	\$927,868	\$960,027	\$957,286	\$1,097,412		
JANUARY	\$674,764	\$689,391	\$665,013	\$713,906	\$844,826		
FEBRUARY	\$684,426	\$697,202	\$704,313	\$727,380	\$719,938		
MARCH	\$840,859	\$840,412	\$877,659	\$840,175	\$1,101,592		
APRIL	\$792,642	\$774,320	\$849,875	\$865,360	\$1,040,359		
MAY	\$796,500	\$840,600	\$863,697	\$949,140	\$1,005,346		
JUNE	\$871,656	\$849,365	\$873,145	\$966,861	\$1,013,926		
TOTAL	\$9,442,243	\$9,598,946	\$9,717,515	\$9,988,303	\$11,203,215	\$1,847,309	
Previous YTD % Increase/Decrease	2.52%	1.66%	1.24%	2.79%	12.16%	6.01%	

MONTHLY OPERATING STATEMENT
September 2021

REVENUES	<u>Annual Budget</u>	<u>Current Month</u>	<u>Yr to Date</u>	<u>Percent Realized</u>
Property Taxes	1,702,000	3,529	14,274	0.84%
Local Option Sales Tax	5,135,950	468,757	1,461,060	28.45%
Wholesale Liquor / Beer	800,000	81,966	256,807	32.10%
Business Tax	375,000	10,311	19,164	5.11%
Fees & Licenses	163,500	2,195	38,740	23.69%
In Lieu Payments	880,250	60,795	182,385	20.72%
Grants	2,231,600	0	126,510	5.67%
State Shared taxes	1,529,500	135,069	446,695	29.21%
All Other	1,699,850	191,333	571,612	33.63%
Total General Fund Revenue	14,517,650	953,955	3,117,248	21.47%
Solid Waste Collection - BPU	1,225,000	105,222	310,756	25.37%
Solid Waste Disposal - Transfer	350,000	35,500	103,367	29.53%
Other Revenue	400	4	146	36.46%
Total Sanitation	1,575,400	140,725	414,269	26.30%
Gate Receipts - Brush & Debris	130,000	14,478	41,855	32.20%
County Share Operating Exp	35,000	0	0	0.00%
Gate Receipts - Tires	5,000	203	1,408	28.16%
Other Revenue	30,500	191	31,062	101.84%
Total Landfill	200,500	14,872	74,325	37.07%
	60,050	1,181	9,792	16.31%
TOTAL REVENUES	16,353,600	1,110,733	3,615,634	22.11%

EXPENDITURES	<u>Annual Budget</u>	<u>Current Month</u>	<u>Yr to Date</u>	<u>Percent Realized</u>
Grants & Donations	261,622	46,392	53,175	20.33%
General Administration	390,037	33,341	118,054	30.27%
Economic Development	159,592	12,182	36,712	23.00%
Elections	0	0	0	#DIV/0!
Financial Administration	323,659	23,690	82,460	25.48%
City Hall Building	99,718	12,418	32,051	32.14%
Police Department	2,187,535	146,888	535,266	24.47%
Emergency Communications	722,210	54,810	171,075	23.69%
Fire Department	1,884,160	313,340	617,064	32.75%
Building Inspection	112,714	6,719	25,223	22.38%
Street Maintenance	1,821,352	121,318	524,448	28.79%
State Street Aid	700,000	10,248	26,718	3.82%
Storm Water Management	74,270	2,249	9,497	12.79%
Street Lighting	95,800	11,486	22,390	23.37%
City Garage	320,183	19,732	79,037	24.68%
Cemetery Maintenance	66,800	8,400	25,200	37.72%
Health & Animal Control	177,219	13,947	44,661	25.20%
Civic Center	676,021	35,797	127,729	18.89%
Parks & Recreation	1,082,648	197,890	416,910	38.51%
Library	171,487	28,581	57,162	33.33%
Community Development	2,725,100	27,128	65,346	2.40%
Debt Service	803,295	12,773	135,708	16.89%
General Fund Expenditures	14,855,422	1,139,329	3,205,885	21.58%
Sanitation Collection	1,356,706	73,919	281,281	20.73%
Contractual Services	630,000	60,850	178,609	28.35%
Total Sanitation	1,986,706	134,769	459,890	23.15%
Total Landfill	201,078	15,757	51,124	25.42%
Total Drug Fund	92,500	3,751	4,343	4.69%
TOTAL EXPENDITURES	17,135,706	1,293,605	3,721,242	21.72%

<u>REVENUES OVER / (UNDER) EXPENDITURES</u>	<u>Current Month</u>	<u>Yr to Date</u>
General Fund	(185,374)	(88,638)
Sanitation	5,956	(45,621)
Landfill	(885)	23,201
Drug Fund	(2,570)	5,449

NEW BUSINESS
AGENDA ITEM NO. 2
Appointments of Boards

No appointments to boards

NEW BUSINESS
AGENDA ITEM NO. 3
Interlocal Agreement with the HCSS Regarding Harding Road Repairs

As a result of the construction project at the HCHS Patriot football stadium and some unexpected complications, there was a lot more heavy truck traffic on Harding Road than anticipated during the project which resulted in severe damage to the pavement. Although the City is ultimately responsible for the condition of all city streets, the HCSS acknowledged their responsibility for the damage and agreed to reimburse the City for the repairs. Following is an agreement drafted by Robert Whitfield, HC Attorney, which outlines the conditions under which the HCSS and the City will accomplish the needed repairs.

Exhibit A

**INTERLOCAL AGREEMENT BETWEEN HENRY COUNTY BOARD OF
EDUCATION AND CITY OF PARIS RE: REPAIR OF HARDING ROAD**

This Agreement is made this _____ day of _____, 2021, by and between the Henry County Tennessee Board of Education (hereinafter "BOE"); and the City of Paris, Tennessee (hereinafter "CITY").

WHEREAS, the BOE operates a high school located within the corporate limits of CITY at 315 S Wilson St, Paris ("HCHS"); and

WHEREAS, **HARDING ROAD** (hereinafter "Road") is a public CITY road used commonly used to access HCHS; and

WHEREAS, BOE has determined that the Road requires certain repairs to enable students to safely access HCHS; and

WHEREAS, the CITY has requested that BOE provide the CITY financial assistance in the amount of **\$23,409.10** to repair the Road; and

WHEREAS, the BOE is willing to provide the requested financial assistance because the Road is an essential means of access to and from HCHS and therefore repair of the Road is an educational purpose; and

WHEREAS, the CITY will utilize the financial assistance to repair and maintain the Road;

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

**ARTICLE I
PURPOSE**

1.01 Purpose: The purpose of this Agreement is to provide for the repair of the Road.

**ARTICLE II
SERVICE PROVIDED**

2.01. Road Repair: Within 120 days of all parties' approval of this Agreement, CITY will repair the Road; and

**ARTICLE III
RESPONSIBILITY OF THE PARTIES**

3.01 Repairs: CITY will repair the Road such that the entirety of the Road meets the current CITY codes and the road standards of the CITY Public Works Department. CITY shall be solely responsible for the repairs.

**ARTICLE IV
COST AND FINANCES**

4.01 Impact Payment: BOE agrees to pay CITY the sum of \$23,409.10 to offset cost of the Road repair (the "Impact Payment").

**ARTICLE V
DURATION, TERMINATION & LIMITATION OF AGREEMENT**

5.01 Duration: This Agreement shall commence upon approval by CITY and BOE and expire upon the earlier of completion of Road repairs or 120 days.

5.02 Termination: Except as otherwise specifically provided herein, CITY or BOE may terminate this Agreement upon at least ninety (90) days written notice.

5.03 CITY Obligations at Termination: If BOE has tendered the Impact Payment to CITY, CITY's obligation to complete repair of the Road shall survive the termination of this Agreement.

5.04 Limitation: This Agreement is limited to this particular repair of the Road specified herein. This Agreement shall not be interpreted to constitute BOE's agreement to pay for future repairs to the Road or of any other public road used to access the high school or any other school or facility operated by BOE.

ARTICLE VI AMENDMENTS

6.01 Conditions for Amendments: This Agreement may be amended, supplemented or modified at any time only by written agreement of the BOE and the CITY. It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing, and signed by the Parties hereto, and that any oral understandings or agreements that are not incorporated herein, shall not be binding on either party.

ARTICLE VII PERFORMANCE OF AGREEMENT

7.01 Compliance with all laws: CITY shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation all those pertaining to services, wages and hours, confidentiality, disabilities and discrimination.

ARTICLE VIII DISPUTES

8.01 Governing Law: This Agreement shall be governed exclusively by the laws of the State of Tennessee.

8.02 Conflict: In the event of conflict among the terms and conditions of this Agreement and federal, state or local law, the inconsistency shall be resolved by giving precedence of interpretation in the following order:

1. Applicable federal case law, statutes and regulations; then
2. Applicable state case law, statutes and regulations; then
3. The specific terms and conditions of any appendix attached hereto; then
4. The terms and conditions of this Agreement.

8.03 Waiver Limited: A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Party. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

**ARTICLE IX
GENERAL PROVISIONS**

9.01 Assignment: The Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

9.02 Entire Agreement: This Agreement constitutes the entire agreement between the Parties. There are no understandings or agreements between the Parties other than those set forth in this Agreement. No other statement, representation or promise has been made to induce the Parties to enter into this Agreement.

9.03 Invalid Provisions: The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

9.04 No Joint Venture or Partnership: It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

**ARTICLE X
INDEMNIFICATION AND HOLD HARMLESS**

10.0 Indemnification by CITY: CITY does hereby agree to hold harmless and defend BOE from all claims and liability due to the negligent acts, errors, or omissions of the CITY, its agents and/or employees.

10.02 Indemnification by BOE: BOE does hereby agree to hold harmless and defend CITY from all claims and liability due to the negligent acts, errors or omissions of BOE, its agents and/or employees.

10.03 Waiver of Liability for Existing Damage to Road. In consideration of the Impact Payment and BOE's entry into this Agreement, CITY hereby releases and holds harmless BOE with respect to any existing damage to the Road which may be attributable to the construction (or other) traffic of BOE, its contractors, agents, and/or employees.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties enter into this Agreement by and through their undersigned officials who have been duly authorized by their respective governing bodies to execute this Agreement.

Thomas O. Beasley
Henry County Board of Education Chair _____ Date

Leah Dalk
Henry County Board of Education Director _____ Date

Paris City Mayor _____ Date

Paris City Manager _____ Date

NEW BUSINESS
AGENDA ITEM NO. 4
Resolution to Discontinue Probationary Period for Enrollment in TCRS

As was discussed at our last meeting, the resolution below, presented for your consideration, will allow us to discontinue the six-month waiting period before a new employee can enroll in the TN Consolidated Retirement System.

RESOLUTION NO. 1657

To Discontinue A Period Of Temporary Employment For Employees Of A Political Subdivision Participating
In The Tennessee Consolidated Retirement System In Accordance With Title 8 Section 34 through 37 Of The
Tennessee Code Annotated

WHEREAS, the Tennessee Code Annotated Section 8-35-107 allows a political subdivision to establish a non-recoverable period of temporary employment not to exceed six (6) months in duration for all of its employees before they are eligible for membership in said retirement system; and

WHEREAS, the City of Paris wishes to discontinue said temporary employment period for all of its new employees hired after the effective date of this Resolution; now, therefore,

BE IT RESOLVED, that the Board of Commissioners of the City of Paris hereby authorizes a discontinuance of its present temporary employment period for all new employees hired after the effective date of this Resolution.

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 4th day of November 2021.

Mayor

Finance Director

NEW BUSINESS
AGENDA ITEM NO. 5
Resolution to Allow Buyback of Probationary Period Service Time in TCRS for City Employees

The following resolution will continue to allow employees to purchase service time lost during a required probationary period. This is a housekeeping requirement by TCRS.

RESOLUTION NO. 1658

To Allow Purchase Of Service Lost During A Required Probationary Period For Employees Of A Political Subdivision Participating In The Tennessee Consolidated Retirement System In Accordance With Tennessee Code Annotated, Title 8, Chapters 34 -37.

WHEREAS, Tennessee Code Annotated, Section 8-34-612(b) allows (i) any current member of the Tennessee Consolidated Retirement System (“TCRS”) who is employed in a full-time position by a political subdivision participating in TCRS, and (ii) who was required by policy to wait for a period not exceeding six (6) months prior to participating in TCRS to establish retirement credit in TCRS for full-time service rendered to the political subdivision during the waiting period, provided the following conditions are met:

- (1) The chief governing body of the political subdivision passes a resolution authorizing the service credit and accepting the employer liability for the credit; and
- (2) The member makes a lump sum payment equal to the employee contributions the member would have made had the member been a member of TCRS during the period claimed; and

WHEREAS, all liabilities resulting from this Resolution shall be the responsibility of the political subdivision and not the State of Tennessee.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the City of Paris hereby authorizes its employees to purchase lost retirement credit during a required probationary period, pursuant to Tennessee Code Annotated, Section 8-34-612(b), and accepts the employer liability therefor.

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 4th day of November 2021.

Mayor

Finance Director

NEW BUSINESS
AGENDA ITEM NO. 6
Resolution to Amend the COP Personnel Rules Regarding Enrollment in TCRS

If it is your decision to pass the previous resolutions, this resolution will reflect the aforementioned change of no probationary period for TCRS enrollment in our personnel rules and regulations.

RESOLUTION NO. 1659

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 City Commission by Resolution before they shall have force and effect; and,

WHEREAS, the City Manager of the City of Paris, Tennessee has recommended to the City Commission that IV. R. Retirement be amended by deleting the first sentence of IV. R. and substituting the following therefor:

Full Time Permanent Employees shall be enrolled in the Tennessee Consolidated Retirement System immediately upon beginning their employment.

NOW, THEREFORE BE IT RESOLVED that IV. R. Retirement be amended by deleting the first sentence of IV. R. and substituting the following therefor:

Full Time Permanent Employees shall be enrolled in the Tennessee Consolidated Retirement System immediately upon beginning their employment.

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 4th day of November, 2021.

Mayor

Finance Director

ATTESTED:

NEW BUSINESS
AGENDA ITEM NO. 7
Ordinance to Amend Title 11, Ch 12 Regarding Required Screening

At their regular October meeting, the Planning Commission voted to recommend to the City Commission to amend Title 11, Chapter 12 of the Paris Zoning Ordinance as it relates to screening requirements for new developments that are adjacent to a residential district. Their recommendation is not complete at this time, but discussion included a desire to update materials allowed to be used, as well as adding flexibility to determine screening requirements based on the type of business being located.

The Planning Commission will review staff findings and suggestions at their November meeting. A complete ordinance containing their recommendations will be presented to the City Commission at the regular December meeting. At this time, staff requests you consider passing an ordinance to make general changes by caption.

NEW BUSINESS
AGENDA ITEM NO. 8
Resolution for a PILOT Agreement for Eurotranciatura

Eurotranciatura has been a Paris and Henry County employer since 2017. During that time, they have grown from 50 employees to 182 full time employees with 85 temporary workers. Euro will add new production lines after acquiring new, long-term contractual work from several large companies. The company is purchasing the US Foods building and in the first 2 years will make more than \$2.2 million in capital improvements, acquire an estimated \$750,000 in new equipment, and add 35 new jobs at the site. The proposed 10-year Pilot would freeze real property taxes at the 2021 value and provide personal property tax abatement on the new production equipment.

The Paris Industrial Development Board will consider this agreement at their meeting on Nov. 2, 2021.

RESOLUTION NO. 1660

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

EUROTRANCIATURA U.S.A., LLC - 2021

WHEREAS, The Industrial Development Board of the City of Paris, Tennessee (the "Board") is a public not-for-profit corporation organized and existing pursuant to the provisions of Tennessee Code Annotated, §§ 7-53-101 *et seq.* (the "Act");

WHEREAS, the Board was created for the purpose of maintaining and increasing employment opportunities in affected communities by promoting industry, trade, commerce, tourism, recreation and housing construction by inducing manufacturing, industrial, governmental, educational, financial services, commercial and recreational enterprises to locate in or to remain in the State of Tennessee and thereby furthering the use of its agricultural products and natural resources;

WHEREAS, the Act empowers the Board to enter into agreements with others with respect to acquiring and leasing one or more projects for such payments and upon such terms and conditions as the Board may deem advisable in accordance with the provisions of the Act, and to pay all or any part of the costs of any such projects by the issuance of its nonrecourse promissory notes;

WHEREAS, the Board has received the request of Eurotranciatuura U.S.A., LLC (hereinafter, "Euro"), pursuant to which request Euro proposes that the Board acquire from Euro certain real property located at 200 Highway 69N, Paris, Tennessee, consisting of real estate tax parcels 096-A-096M-050.00, 096N-A-096M-050.01, and 096M-A-096M-042-00 (the "Real Property"), including the improvements now located on such real property and additional improvements to be made thereto (the "Project Site") and (ii) certain personal property, including equipment, to be located on the Project Site and used in connection with Euro's manufacturing facility at the Project Site (the "Project Equipment") (the Project Site and the Project Equipment are collectively referred to herein as the "Project");

WHEREAS, Euro further proposes that Euro lease such Project from the Board pursuant to one or more leases and addenda to leases to be entered into by and between the Board and Euro, which lease(s) would provide, *inter alia*, for Euro to pay as additional rental certain payments in lieu of ad valorem taxes;

WHEREAS, the Board has concluded that the acquisition of the Project, the financing of such acquisition and the Board's subsequent lease of the Project to Euro will promote industry, trade and commerce by inducing a manufacturing and industrial enterprise to remain and expand in the City of Paris and Henry County, Tennessee and, thus, is in furtherance of the purposes for which the Board was created;

WHEREAS, the Board has determined and does hereby intend to resolve to finance its purchase of the Project Equipment through the Board's issuance of one or more of its nonrecourse promissory notes, in an aggregate amount not to exceed \$1,500,000, secured by security agreements and/or other documents deemed necessary or advisable, and

WHEREAS, the Board desires to prepare or have prepared all documents necessary or incidental to such acquisition, lease and financing; to do all such other acts and things necessary or incidental to consummating the acquisition, lease and financing of the Project Equipment, and to execute all documents necessary or incidental to the acquisition, lease and financing of the Project Equipment.

NOW, THEREFORE, be it resolved as follows:

1. Subject to the determination of the governing bodies of the City of Paris, Tennessee and Henry County, Tennessee that it is in the best interests of the citizens of Henry County, Tennessee, and subject to the other terms and conditions of this Resolution, and the terms and conditions of the agreements to be negotiated by and between the Board and Euro, the Board hereby authorizes the acquisition of the Project from Euro in one or more phases, at a purchase price or prices to be determined upon further evaluation by the Board, and the lease of such Project to Euro pursuant to one or more lease agreements and addenda thereto (singly or collectively, the "Lease") which shall provide, *inter alia*, for Euro to make certain payments in lieu of ad valorem taxes as more specifically herein provided.

2. The acquisition of the Project Site and Project Equipment shall be financed by the Board's issuance of one or more of its nonrecourse promissory notes (collectively the "Notes") in an aggregate principal amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000), having a set term or terms, in a principal amount or amounts not to exceed the fair market value of the Project Equipment with interest due and payable as the Board and Euro may agree, at an interest rate or interest rates to be determined; with principal due as the Board and Euro may agree, and with such other terms as the parties may negotiate. The Notes shall be secured by deeds of trust and security agreements deemed appropriate, if any. Payment of the Notes shall be derived solely from the revenues received by the Board pursuant to a lease or leases of the Project from the Board as lessor to Euro as lessee pursuant to one or more lease agreements.

3. The Board authorizes the issuance of (i) its nonrecourse Industrial Development Revenue Note (“Euro” Project) Series 2021-1 in the aggregate principal amount not to exceed Six Hundred Twenty-Five Thousand Dollars (\$625,000) for the acquisition by the Board of the Project Site; (ii) its nonrecourse Industrial Development Revenue Note (“Euro” Project) Series 2021-2 in the aggregate principal amount not to exceed Two Hundred Seventy-Five Thousand Dollars (\$275,000) for the acquisition by the Board of Subsequent Improvements to the Project Site, and (iii) its nonrecourse Industrial Development Revenue Note (“Euro” Project) Series 2021-3 in the aggregate principal amount of Six Hundred Thousand Dollars (\$600,000) for the acquisition by the Board of the Project Equipment, all to be leased to Euro as set forth herein.

4. It is further authorized that the 2021-1, 2021-2 and 2021-3 Notes may be issued for amounts different than specifically authorized in the preceding resolutions, as determined by Euro, in its discretion, provided that the aggregate of the original principal amounts of the 2021-1, 2021-2 and 2021-3 Notes does not to exceed the sum of One Million Five Hundred Thousand Dollars (\$1,500,000).

5. The terms of the Lease may include: (i) option(s) whereby Euro as lessee may purchase, from time to time, upon such terms and conditions specified in the Lease, all or a portion of the Project Equipment from the Board; (ii) provision for payments in lieu of taxes whereby Euro may make no payments or designated payments under the Leases in lieu of certain ad valorem taxes; (iii) provision whereby certain taxes and other charges that may now or hereafter be assessed or charged against Euro may be credited against the payments in lieu of taxes that otherwise would be payable by Euro pursuant to the Lease; (iv) requiring that 35 new full-time equivalent jobs be created and maintained during the Lease term, with an option for the Board to modify or terminate the Lease if Euro fails to meet this full time employment requirement; and (v) such other terms and provisions to which the parties may agree.

6. Based on the information made available to the Board with respect to the retention of existing employment and anticipated of creation of thirty-five new full-time equivalent jobs created by the Board's acquisition and lease of the Project Equipment, the payment in lieu of tax provisions of the Lease will provide for the following payment in lieu of tax schedule:

Project Site:

<u>Year of Lease</u>	<u>Amount of Payment in Lieu of Tax</u>
1-10	The amount equal to the amount that Euro would have paid in ad valorem property taxes for 2021, plus the amount equal to the ad valorem taxes that would be due and payable to or on behalf of the Paris Special School District if the Project Site was owned by Euro.
11+	100% of the amount of the ad valorem taxes that would be due and payable to the City of Paris, Tennessee, Henry County, Tennessee, and to or on behalf of the Paris Special School District, if the Project Site was owned by Euro.

Project Equipment:

<u>Year of Lease</u>	<u>Amount of Payment in Lieu of Tax</u>
1-10	The amount equal to the ad valorem taxes that would be due and payable to or on behalf of the Paris Special School District if the Project Equipment was owned by the Euro.
11+	100% of the amount of the ad valorem taxes that would be due and payable to the City of Paris, Tennessee, Henry County, Tennessee, and to or on behalf of the Paris Special School District, if the Project Equipment was owned by Euro.

Following the last year of the term of the Lease or any Lease addendum, and for so long thereafter as the Lease as modified by Lease addenda, is in effect, the payments in lieu of tax shall be equal to the amount of ad valorem taxes that would otherwise have been paid to the City of Paris, Tennessee, and to Henry County, Tennessee, had the Project been owned by Euro.

6. The directors, officers, agents, counsel and employees of the Board are hereby authorized, empowered and directed to consummate the acquisition, lease and financing of the Project as approved in this Resolution, including, but not limited to, preparing or having prepared all documents necessary or incidental to such acquisition, lease and financing; doing all such other acts and things necessary or incidental to consummating the acquisition, lease and financing of the Project, and executing all documents, in a form acceptable to the Chairman and Board counsel, necessary or incidental to such acquisition, lease and financing.

7. The Board's obligations to implement any actions approved by this Resolution are expressly conditioned upon payment by Euro of all reasonable fees and expenses (including without limitation the fees and expenses of Board counsel, special counsel to the Board, and financial advisor, if any, to the Board) incurred by the Board in connection with the transactions contemplated by this Resolution as the same are billed to the Board, prior to or subsequent to consummation of any transaction. The Board also requires that one or more retainers be paid to such counsel or advisors and that all accrued, outstanding fees thereof are paid prior to its execution of any documents.

SO RESOLVED, this 2nd day of November 2021.

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF PARIS,
TENNESSEE

Bruce Reed, Chairman

ATTEST:

Bo Caldwell, Secretary

**STATUS OF VARIOUS PROJECTS
November 2021**

	PRIMARY STAFF	TARGET COMPLETION DATE(S)	
HOME Grant	Morris/Foster	2023	The environmental information on the first four homes has been submitted to THDA for approval. Once approval has been received initial home inspections will be scheduled.
Back Alley Paris	Foster/Morris/ Ray (DPA)	June 2022	We received the first 40% of our award. Dan Knowles is now working on the design which will commemorate the first 100 years of our community history.
TA Grant for Sidewalks along Wilson & Patriot	Foster/Morris	Fall 2022	Final Estimate has been approved. All concurrences/approvals necessary for construction have been received. Waiting on TDOT to obligate funds for construction.
2018 STBG Project for Signalization & Safety Upgrades at 3 Intersections Downtown	Foster/Morris	Fall 2022	NEPA process: Comments received back from TDOT (again) on 10/13/21 on SDC Form. TLM addressed comments and returned to TDOT (again) on 10/14/21. TDOT Confirmed receipt of comments and placed in their que for review (again). TLM to look at Wood Street corners that TDOT did not address during the recent paving project and see if anything can be done to make these corners ADA compliant. TDOT has not yet provided the letter we requested concerning their failure to address these corners.
Rison St Bridge Replacement	Foster/Morris	Summer 2023	ONCE AGAIN, TDOT has requested changes to our final NEPA document. This is the fourth time changes have been requested to the same document, none of which are substantive. A2H made the requested changes and resubmitted the next day (10/27/21). We are still waiting for final approval.
2019 Multimodal Access Grant for 4 Downtown Intersections	Foster/ Morris	Fall 2022	We have received responses from all agencies except TWRA, USFWS and Historic. TLM asked for an update on 10/05/21 and 10/21/21 and is waiting on a response. TLM and signal designer working on adjustments of pole and pedestal placement. They will revise the budget once signal adjustments are complete. Meeting regarding signal timing/phasing to be scheduled with us once project is out of NEPA phase. Work on preliminary plans continues.
2021 TA Grant for Sidewalk Project along Fairgrounds & Royal Oak	Foster	Winter of 2024 (if awarded)	We will be reapplying for this grant; submission deadline is December 1.

ARPA Funds	Foster/Morris/ Shannon	December 2026	We received our FY '22 allotment on 11/01/21 in the amount of \$1,491,875. Jennifer and Traci are watching the weekly webinars created by the TN Dept. of Finance to keep us abreast of rules, expectations, and developments.
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Updates from the City Manager

- When DPA decided against hosting Spooktacular downtown this year the City decided to take it on as our event. Rhonda Stanton and Jessica Crouch did an AMAZING job coordinating and re-creating this event in Eiffel Tower Park. John Thompson, E.T. Park Supervisor, went above and beyond to make sure the park was prepared and even showed us his creative side by assisting Ms. Rhonda with decorations and prop design. There were an estimated 4,000+ attendees even given the less than desirable weather. A number of city employees volunteered and/or had booths. I can't say enough about all of these employees to relay how proud I am of their contributions and willingness to make this a great event! Special kudos to the Parks & Rec., Police, Fire, Finance, and General Admin. Departments for their contributions!
- Our backup commercial sanitation truck "died" a few weeks ago. We knew it was on its last leg, but Mr. Jessie thought it could make it another year...unfortunately he was wrong. The cost to repair the unit was too great so the decision was made to replace it. Since this is an unplanned and unbudgeted expense, we will have to include the cost (\$307,895) in our fiscal year end budget adjustment **IF** we receive the new vehicle by the end of June, there is a good chance we won't. We sold the old truck on govdeals.com last week and got \$30,200 for it, more than anticipated.
- The Paris-HC Basketball League, our youth recreation program, is now being managed by Mark Tomlin with the assistance of Jessica Crouch. Several changes have been made and things are going very well. There are almost 500 signed up to participate. Last week an informational meeting was held with all coaches and most seemed very appreciative of the changes. I think Mark and Jessica are on the right track and am hopeful that we will have much fewer issues than in years past.