

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**

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**CITY HALL COURTROOM  
November 7, 2024  
5:00 P.M.**

**Public Hearing**

- 1. Rezoning Request for Vacant Property on South Lake Street behind 901 E Wood Street (Second Reading)**

**Regular Meeting**

**Call to Order:** Kathy Ray, Mayor

**Roll Call:** Tammie Hopper, Finance Director

**Pledge of Allegiance and Prayer**

**Approval of the Minutes of Previous Meetings:**

Regular Meeting - October 3, 2024

Special Called Meeting – October 21, 2024

**Board Will Hear Comments from Citizens**

**Board Will Hear Comments from the Commission**

**Service Resolutions and Proclamations:** Introduction of Chris Moseley, Public Works Director

## **OLD BUSINESS**

- 1.) Rezoning Request for Vacant Property on South Lake Street behind 901 E Wood Street (Second Reading):** Jessica Crouch, Administrative Assistant to City Manager

## **NEW BUSINESS**

- 1.) Financial Update:** Tammie Hopper, Finance Director
- 2.) Appointments to Boards:** Kathy Ray, City of Paris Mayor
- 3.) Resolution No. 1708 to Authorize the Execution of the Paris Police Department and Henry County Sheriff Department Mutual Aid Interlocal Agreement:** Chief Ricky Watson, Paris Police Department
- 4.) Resolution No. 1709 Authorizing the Acceptance of a Firearm Donation to the City of Paris, Tennessee Police Department:** Ean Reed, Assistant Chief of Police
- 5.) Revision of Master Service Agreement with DPC:** Kim Foster, City Manager

**Status of Various Projects**

**Notes from the City Manager**

**Adjournment**

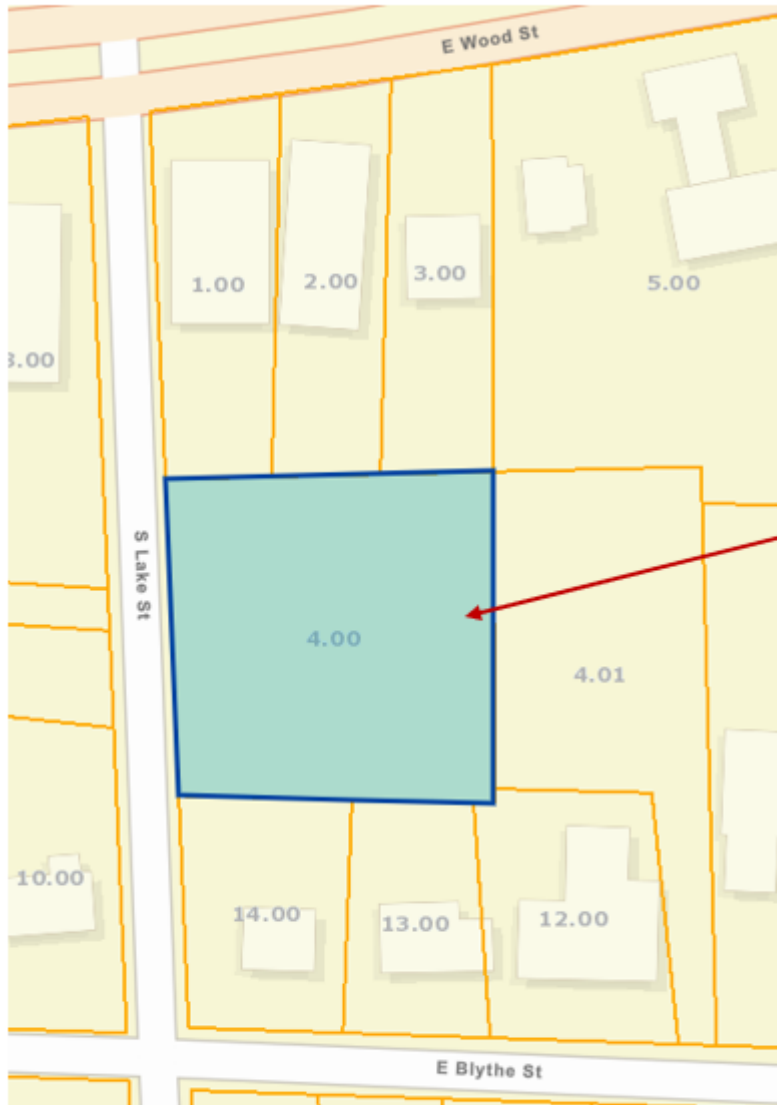
**OLD BUSINESS  
AGENDA ITEM #1**

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

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

This request was passed by caption on first reading at the October City Commission meeting and referred to the October Planning Commission meeting for recommendation. The Planning Commission referred the rezoning request back to the City Commission for a rezoning of the property from B-1 to R-2M.





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

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

We had an 8.25% increase in sales tax revenue as compared to the same period last year due to a substantial increase with a few major retailers. The increase may have been due to tourism, the end of the summer season and back-to-school sales and will more than likely level off over the next few months.

The new hydraulic door was installed at the city garage as well as Clear Lane rock salt purchases made to prepare for the winter months ahead. Paving and maintenance expenditures included sealing the KPAC and Civic Center parking lots.

The City issued 3 (three) new minimal (under \$100K) business licenses to: Treasure Finding (Vendors Mall), Walden Audio Visual LLC and Tennessee Home & Farm Real Estate.

The Civic Center filled two part-time KPAC Assistant positions, the Animal Shelter filled a part-time attendant position in addition to the replacement for Animal Control Officer 2, General Administration hired a new Community Engagement Coordinator, and the Sanitation Department filled the Landfill Clerk position.



## Monthly Operating Statement September 2024

<b>REVENUES</b>	<u>Annual Budget</u>	<u>Current Month</u>	<u>Yr to Date</u>	<u>Percent Realized</u>
Property Taxes	1,907,000	9,199	16,209	0.85%
Local Option Sales Tax	6,712,000	536,546	1,655,129	24.66%
Wholesale Liquor / Beer	950,000	76,802	242,543	25.53%
Business Tax	500,000	7,478	15,594	3.12%
Fees & Licenses	333,750	18,894	88,029	26.38%
In Lieu Payments	847,700	57,940	241,880	28.53%
Grants	3,117,910	225,000	291,729	9.36%
State Shared taxes	1,947,500	129,956	436,400	22.41%
All Other	2,002,287	298,383	647,490	32.34%
ARPA/TDEC-WII	1,350,000	12,981	12,981	0.96%
<b>Total General Fund Revenue</b>	<b>19,668,147</b>	<b>1,373,178</b>	<b>3,647,985</b>	<b>18.55%</b>
Solid Waste Collection - BPU	1,260,000	104,901	423,840	33.64%
Solid Waste Disposal - Transfer	525,000	40,614	147,058	28.01%
Other Revenue	30,300	310	682	2.25%
<b>Total Sanitation</b>	<b>1,815,300</b>	<b>145,825</b>	<b>571,581</b>	<b>31.49%</b>
Gate Receipts - Brush & Debris	180,000	21,583	48,076	26.71%
County Share Operating Exp	35,000	0	0	0.00%
Gate Receipts - Tires	8,000	588	1,281	16.01%
Other Revenue	41,550	183	1,686	4.06%
<b>Total Landfill</b>	<b>264,550</b>	<b>22,355</b>	<b>51,042</b>	<b>19.29%</b>
<b>Total Drug Fund</b>	<b>58,050</b>	<b>4,517</b>	<b>16,505</b>	<b>28.43%</b>
<b>TOTAL REVENUES</b>	<b>21,806,047</b>	<b>1,545,874</b>	<b>4,287,112</b>	<b>19.66%</b>

<b>EXPENDITURES</b>	<u>Annual Budget</u>	<u>Current Month</u>	<u>Yr to Date</u>	<u>Percent Realized</u>
Grants & Donations	189,000	0	77,400	40.95%
General Administration	603,008	47,414	148,646	24.65%
Economic Development	194,980	15,007	45,520	23.35%
Financial Administration	345,400	21,518	93,783	27.15%
City Hall Building	115,529	14,635	34,163	29.57%
Police Department	2,864,733	199,153	698,900	24.40%
Emergency Communications	739,201	64,565	198,964	26.92%
Fire Department	2,140,696	160,470	560,470	26.18%
Building Inspection	308,585	16,937	108,963	35.31%
Street Maintenance	1,979,901	140,888	549,586	27.76%
State Street Aid	1,851,000	36,543	1,219,951	65.91%
Storm Water Management	121,577	6,948	24,774	20.38%
Street Lighting	128,180	13,101	30,492	23.79%
City Garage	315,648	36,639	115,810	36.69%
Cemetery Maintenance	79,152	5,448	25,944	32.78%
Health & Animal Control	220,866	15,766	63,887	28.93%
Civic Center	787,085	34,658	176,318	22.40%
Parks & Recreation	1,352,224	119,095	417,502	30.88%
Library	207,862	34,644	69,287	33.33%
Community Development	5,427,210	68,808	586,925	10.81%
ARPA-SLFRF	0	0	0	#DIV/0!
ARPA/TDEC-WII	0	0	0	#DIV/0!
Debt Service	290,000	0	105,557	36.40%
<b>General Fund Expenditures</b>	<b>20,261,837</b>	<b>1,052,236</b>	<b>5,352,841</b>	<b>26.42%</b>
Sanitation Collection	1,219,977	66,627	332,511	27.26%
Contractual Services	830,000	126,524	202,318	24.38%
<b>Total Sanitation</b>	<b>2,049,977</b>	<b>193,151</b>	<b>534,829</b>	<b>26.09%</b>
<b>Total Landfill</b>	<b>240,953</b>	<b>17,507</b>	<b>70,346</b>	<b>29.19%</b>
<b>Total Drug Fund</b>	<b>82,000</b>	<b>138</b>	<b>517</b>	<b>0.63%</b>
<b>TOTAL EXPENDITURES</b>	<b>22,634,767</b>	<b>1,263,033</b>	<b>5,958,532</b>	<b>26.32%</b>

<b><u>REVENUES OVER / (UNDER) EXPENDITURES</u></b>	<b><u>Current Month</u></b>	<b><u>Yr to Date</u></b>
<b>General Fund</b>	<b>320,941</b>	<b>(1,704,856)</b>
<b>Sanitation</b>	<b>(47,327)</b>	<b>36,752</b>
<b>Landfill</b>	<b>4,848</b>	<b>(19,303)</b>
<b>Drug Fund</b>	<b>4,379</b>	<b>15,987</b>



**NEW BUSINESS**  
**AGENDA ITEM #2**  
**Appointments to Boards**

The Downtown Parking Committee has three appointments to board for the month of November. The Downtown Parking Committee consists of the following:

- One Appointment by Chamber of Commerce (1 year term)
- Two Appointments by Downtown Business Association (2-year term)
- Two Appointments by City Manager, Consumer and At-Large (3-year term)
- Finance Director serves as Chairman

<b>Downtown Parking Committee</b>				
<u>Appointment And Term</u>	<u>Current Member</u>	<u>Proposed Member</u>	<u>Term Expiration</u>	<u>New Expiration</u>
Chamber of Commerce Appointment	Rachel Steedly	Leslie Henegar	Nov 7, 2024	Nov 7, 2025
DPA Association	Vickey Roberts	Vickey Roberts	Nov 7, 2024	Nov 7, 2026
DPA Association	Eliza Stoots	Eliza Stoots	Nov 7, 2024	Nov 7, 2026
City of Paris Finance Dir	Tammie Hopper	Tammie Hopper	N/A	N/A

**NEW BUSINESS**  
**AGENDA ITEM #3**  
**Resolution No. 1707 to Authorize the Execution of the Paris Police Department and Henry County Sheriff Department Mutual Aid Interlocal Agreement**

The Interlocal Agreement is a document intended to designate which agency is responsible for what areas in times of emergency, in which one of the agencies requests assistance from the other. This agreement addresses matters such as which agency maintains control of the personnel and equipment, who is responsible for loss of property or injury to personnel, and authorization of jurisdiction for supporting agencies. These issues are addressed in a perpetual agreement to not become a point of contention in times of crisis.

**RESOLUTION NO. 1708**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
CITY OF PARIS POLICE DEPARTMENT  
AND HENRY COUNTY, TENNESSEE, SHERIFF'S DEPARTMENT**

THIS AGREEMENT is entered into this the 7th day of November, 2024, by and among the **City of Paris, Tennessee Police Department**, (“Police Department”) and **Henry County Sheriff’s Department, Tennessee** (“Sheriff’s Department”) hereinafter collectively referred to as “the parties.”

WHEREAS, the Interlocal Cooperation Act (Tennessee Code Annotated, §12-9-101, *et seq.*), authorizes local governmental units to cooperate with other local governmental units for their mutual advantage in the provision of services and facilities; and

WHEREAS, the Police Department and Sheriff's Department desire to engage in a mutual aid agreement to be used in unique situations within the County, both inside and outside the jurisdiction of the City of Paris, that demand a higher level of response than either the Police Department or the Sheriff's Department can provide alone; and

WHEREAS, the local governments which are parties to this Agreement wish to avail themselves of all authority conferred by the above statutes and any other provisions of law to have an interlocal mutual aid agreement which will aid the citizens of both Henry County and the City of Paris; and

WHEREAS, it is deemed to be in the public interest by the parties hereto that this interlocal mutual aid agreement be entered into by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **PURPOSE.** The purpose of this interlocal mutual aid agreement is to allow assistance in times of need for the law enforcement officers from the Police Department and Sheriff's Department in situations such as dealing with barricaded or armed suspects, high risk warrant service, traffic stops, stakeouts, negotiations, officer backup, school incidents, etc. This Agreement does not in any way prohibit or otherwise limit the duties of any law enforcement officer to perform active duties in his or her respective jurisdiction. The cooperation between the Paris Police Department and Henry County Sheriffs Office from the date of this Agreement will be handled by each entity and its respective officers. In each situation to which this interlocal mutual aid agreement may be applied, the department of original jurisdiction shall remain acting authority and the department responding by request will be an assisting agency.
2. **DEPARTMENTS AND RANKING OFFICER.**  
City of Paris, Tennessee, Police Department - Chief Ricky Watson  
Henry County, Tennessee, Sheriff's Department – Sheriff Josh Frey
3. **DUTIES.**  
Overall guidance, operation, investigative priorities and general operational procedure, is vested in each Department. Each Department retains responsibility for its finances and must comply with the procedures required by the State Comptroller, federal grants and any internal financial policies established by the governing authority of each Department.
4. **EX OFFICIO MEMBER.**  
The District Attorney General for the Twenty-Fourth Judicial District is an *ex officio* participant of this agreement.
5. **PROPERTY OF EACH AGENCY.**  
Personal Property and Equipment. Personal property and/or equipment provided for use by a Department participating in this Agreement will be owned by and used under the operational control of the Department providing the personal property and/or equipment. All personal property and/or equipment supplied by a Department participating in this Agreement will remain the property of the Department supplying the personal property and/or equipment.  
Real Property. No Department has authority to purchase real property or hold real property pursuant to this Agreement.
5. **PERSONNEL MATTERS.**  
Officers. Must be full time law enforcement officers employed by the law enforcement agency of a participating governmental entity. Such officers must be qualified law enforcement officers as required by the Tennessee Peace Officer Standards and Training Commission and T.C.A. § 38-8-101 *et. seq.*  
Employee Status and Benefits. Any officer assisting another Department or working in conjunction with another Department remains an employee of the law enforcement agency for the participating Department for which the officer was employed prior to assignment. For purposes of compensation and benefits, salaries and any overtime will be paid by the respective Department which employes the officer. Each officer will retain all rights, privileges and benefits of employment with his or her respective Department, including but not limited to, insurance, retirement, seniority, promotional consideration and workers' compensation.
6. **POLICIES.**

Law enforcement officers responding to and assisting another Department will remain obligated to follow the rules and policies of the law enforcement Department employing them.

7. STATUS OF ASSISTING OFFICERS.

Each local government entity entering into this Agreement agrees that all officers will be entitled to all rights, duties, powers, privileges, exemptions and immunities in every jurisdiction covered by this Agreement as if such duty or activity was performed within the jurisdiction of the local government by which the officer is employed.

8. JURISDICTION.

Each local government entering into this Agreement agrees that each and every law enforcement officer may enter into its jurisdiction at any time of need and that such officer will have the same rights, powers, duties, privileges and immunities in its jurisdiction as one of its own law enforcement officers.

9. LIABILITIES.

Officers shall Remain Employees of His or Her Hiring Agency. Each law enforcement officer will remain an employee of the local government by which the officer was employed prior to the assignment. The conduct and actions of such officer will remain the responsibility of the local government employing the officer. Any civil liability arising from the actions and/or activities of a law enforcement officer will be assumed by the employing local government in the same manner and to the same extent as if the actions were committed within the jurisdiction of the employing local government during the normal course of the officer's employment.

Officers will be considered employees of the city or county hiring them, within the meaning of the Tennessee Governmental Tort Liability Act. At no time will such officers be considered the employee of any other city or county.

Waiver of Claims. Each participating local government agrees that it will make no claim for compensation for any damages or loss to its equipment, or for personal injury, including death, to its employees, against another participating local government occurring as a consequence of the cooperation between involved parties pursuant to this Agreement. All claims against any other participating local government arising out of this Agreement are expressly waived.

10. DURATION AND TERMINATION OF AGREEMENT.

The duration of this Agreement is perpetual, however a participating local government may withdraw at any time by giving written notice of its intent to withdraw from this Agreement at least thirty (30) days in advance of its withdrawal. The Agreement will completely terminate when there is only one local government which has not withdrawn.

11. ADDITION OF PARTIES.

Other local governmental entities within Henry County may be added as parties to this Agreement upon request if approved of the Chief of Police of the Paris Police Department and the Henry County Sheriff. Upon such approval, joining entity shall sign a joinder agreement whereupon this Agreement is deemed modified to include such entity as an additional party hereto. Addition of other governmental entities as parties to this Agreement pursuant to this provision shall not require approval of the governing bodies of existing parties to this Agreement.

12. EFFECTIVE DATE.

This Agreement will take effect after its terms are approved by the governing bodies of the local governments which are parties hereto.

**CITY OF PARIS, TENNESSEE**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Police Chief

PROPERLY PASSED AND APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**COUNTY**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Sheriff

PROPERLY PASSED AND APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

**NEW BUSINESS  
AGENDA ITEM #4**

**Resolution No. 1709 Authorizing the Acceptance of a Firearm Donation to the City of Paris, Tennessee Police Department**

A resident of Paris, who wishes to remain anonymous, recently contacted the Police Department desiring to donate her late husband's firearms to the department. To make sure this is all done properly, City Attorney Smith has prepared the following resolution for your consideration.

**RESOLUTION NO. 1709**

**A Resolution Authorizing the Acceptance of a Firearm Donation to the City of Paris, Tennessee Police Department**

**WHEREAS**, the City of Paris, Tennessee Police Department is committed to maintaining public safety and enhancing its operational capabilities; and

**WHEREAS**, as a resident of Paris, Tennessee, has generously offered to donate firearms to the City of Paris, Tennessee Police Department to support their efforts; and

**WHEREAS**, the City of Paris, Tennessee Police Department has determined that the donated firearms will be beneficial for law enforcement purposes;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the City of Paris, as follows:

1. **Acceptance of Donation:** The City of Paris, Tennessee hereby accepts the donation of the following firearms from resident of Paris, Tennessee:
  - o 1 Ingram M10 9mm submachinegun serial #KX4L with 5 magazines
  - o 1 Colt AR-15 .223 caliber rifle serial #SP77465
  - o 1 Derringer .38 caliber pistol serial #L45726
  - o 12 50 round boxes of 9mm ammunition
  - o 1 50 round box of .38 caliber ammunition

2. **Acknowledgment of Generosity:** The City of Paris, Tennessee expresses its sincere gratitude to the resident of Paris, Tennessee for this generous donation.
3. **Transfer of Ownership:** The ownership of the aforementioned firearms shall be transferred to the City of Paris, Tennessee Police Department upon the execution of this resolution and the completion of all necessary legal and regulatory requirements.
4. **Compliance with Laws:** The acceptance and transfer of firearms shall be conducted in full compliance with all applicable federal, state, and local laws and regulations.
5. **Effective Date:** This resolution shall take effect immediately upon its adoption.

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 7<sup>th</sup> day of November, 2024.

\_\_\_\_\_  
Mayor

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

ATTESTED:

\_\_\_\_\_

**NEW BUSINESS**  
**AGENDA ITEM #4**  
**Revision of Master Service Agreement with DPC**

With cyber-attacks and ransoms of computer systems on the rise, State and Federal governmental agencies are putting more and more emphasis on local agencies to review their current practices as relates to internet use, identify deficiencies, and plan for improvement in practices and security measures. About the same time as the National Cyber Security Review (NCRS) was contacting cities and encouraging them to go through their security survey, Philip Davidson, Dir. of IT & Cyber Risk Management with DPC, was raising concerns about the lack of proper measures to safeguard the City of Paris against cyber-attack.

After participating in the NCRS survey and receiving our results it was evident that Mr. Davidson was right on point and an increase in services is necessary. The good news is that there are tools and services available to protect us to the greatest extent possible. The bad news is that these services come at a considerable additional cost. This was an unknown at budget time so we are not properly budgeted for this cost this year but, due to the considerable risk we are taking each day we are without these services, staff would like to go ahead and execute an updated contract for services with DPC immediately. The additional cost this fiscal year will be approximately \$50,000. Since this is a significant unbudgeted expenditure staff request Commission approval of this

course of action. If approved, this will be reflected in the budget amendment ordinance typically presented in May.

**STATUS OF VARIOUS PROJECTS  
November 2024**

	<b>PRIMARY STAFF</b>	<b>TARGET COMPLETION DATE(S)</b>	
HOME Grant	Morris/Foster	Winter 2024	The final house was finished in October and the grant has been closed out.
Back Alley Paris	Foster/Morris/ Ray	June 2025	We have paid Dan Knowles 40% for work done to date on the sculpture he is creating.
2018 STBG Project for Signalization & Safety Upgrades at 3 Intersections Downtown	Foster/Morris/Crouch	Summer 2025	Specifications and bid advertisement under review at TDOT. Construction estimates and DBE goal submitted to TDOT for review and approval.
Rison St Bridge Replacement	Foster/Morris/Crouch	Winter 2024	City is working with individuals with the HC Highway Dept to coordinate work that will allow us to temporarily reopen this bridge.
2020 Multimodal Access Grant for 4 Downtown Intersections	Foster/ Morris/Crouch	Summer 2025	Construction plans, specifications, and construction estimates under review at TDOT.
2022 Multimodal Access Grant for Tyson/M.W. Intersection Upgrades & Sidewalk	Foster/Morris/Crouch	Fall 2025	Received NTP to right-of-way from TDOT. Final utility coordination in progress. Plans sent to utility companies with facilities in the project area. Working on getting letters from each company. TLM received preliminary plats and descriptions for easements from the surveyor.
2021 TA Grant for Sidewalk Project along Fairgrounds & Royal Oak	Foster	Winter of 2026	SDC form 90% complete. Continued work on preliminary grading along Royal Oak and connection to fairgrounds. Continued work on final section of preliminary layout from Wilson to Fairgrounds.
TDEC Water Infrastructure Improvement (WII) Grant	Foster	Spring 2026	Obtaining Lidar data to look at detention possibilities. Finalizing Brooks Street preliminary construction plans for meeting with city and utilities. Submitted preliminary engineering report to funding agency. Received approval of preliminary engineering report.
Downtown Improvement Grant	Morris/Crouch/Foster	Summer 2024	We have one additional project to be completed. Estimated completion date November 11, 2024. This project is 90% complete.
Municipal Facilities Project – Fire Station on Tyson Ave.	Foster	Summer 2026	Meeting with team to review design documents on November 7, 2024.
Municipal Facilities Project – Municipal building on N. Caldwell St.	Foster	Winter 2027	Design documents are due November 20, 2024.

## **Notes from the City Manager:**

Animal Shelter grant from Best Friends: The P-HC Animal Shelter has been awarded a 100% grant from Best Friends in the amount of \$63,000. This grant will help pay for upgrades to our shelter and vet services which are designed to ultimately improve our “save” rate. Below are the goals as outlined in the grant contract:

By December 1, 2024

- Start using shelter software for intakes and outcomes, as well as linking to PetFinder
- Restart TNVR efforts

By January 1, 2025

- Adoptable and stray animals posted to FB page
- Medical protocols reviewed by Dr. Neal
- Plan options for quarantine space

By February 1, 2025

- Microchip every adopted animal
- Acquire quarantine space
- Begin official volunteer program