

KATHY RAY, MAYOR
KIM FOSTER, CITY MANAGER
JAMES SMITH, CITY ATTORNEY
BOARD OF COMMISSIONERS MEETING
CITY OF PARIS, TENNESSEE
April 3, 2025
5:00 P.M.

CITY COMMISSION

April 3, 2025



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

The Board of Commissioners of the City of Paris, Tennessee held a Public Hearing at 5:00 p.m. on Thursday, April 3, 2025, in the Paris City Hall Courtroom. Mayor Kathy Ray opened the Public Hearing for comments from Citizens.

Public Hearing

1. Zoning Amendment Changes – Site Plan Submittal

Discussion: No comments from citizens. The Public Hearing was duly closed.

The Board of Commissioners of the City of Paris, Tennessee held a Regular Meeting at 5:02 p.m. on Thursday, April 3, 2025, in the Paris City Hall Courtroom.

The meeting was called to order by Mayor Kathy Ray with the following roll call:

Present: Commissioner Kathy Ray
Commissioner Vickey Roberts
Commissioner John Etheridge
Commissioner Jackie Jones
Commissioner Sam Tharpe

Also Present: City Manager Kim Foster
City Attorney James Smith
Community Development Director, Jessica Crouch
Animal Control Officer, Zack Braham
Fire Chief, Jamie Hinson
Community Engagement Coordinator, Abby Pierce
Risk and Compliance Coordinator, Bailey Thompson
Administrative Assistant to Building, Codes, Stormwater, Rebecca Renkel

Absent: None

Media: Ken Walker, Paris Post Intelligencer
Shannon McFarlin, WENK/WTPR

Commissioner Vickey Roberts led the meeting with the Pledge of Allegiance followed by a prayer led by Commissioner Sam Tharpe.

APPROVAL OF MINUTES: Regular Meeting – March 6, 2025

DISCUSSION: None
ACTION: The minutes stand approved as read.
VOTE: None

COMMENTS FROM CITIZENS: None

COMMENTS FROM THE COMMISSION: Vice Mayor, John Etheridge expressed his gratitude to the City of Paris Public Works Department and the City of Paris Police Department for their preparation and reaction to the severe weather. Mayor Kathy Ray also voiced her gratitude and highlighted City employees' proactive response.

SERVICE RESOLUTIONS AND PROCLAMATIONS: None

OLD BUSINESS
AGENDA ITEM NO.1
Ordinance (No. 1318) to Amend 11-1102 regarding Site Plan Submittal and Review in the Paris Municipal Code

Jessica Crouch, Community Development Coordinator, explained that the Planning Commission referred updates to the site plan submittal process to modernize and streamline reviews. Key changes include reducing the number of paper copies required from 11 to 3, adds the requirement of one digital copy of both the preliminary and final site plans, and extending the review timeline from 7 to 30 days to allow for a more thorough evaluation.

ORDINANCE NO. 1318

AN ORDINANCE to Delete Title 11 Chapter 11-1102 and Enact Title 11 Chapter 11-1102 of the Paris Municipal Code.

SECTION 1. BE IT ORDAINED by the Board of Commissioners of the City of Paris, Tennessee, Title 11, Chapter 11 of the Paris Municipal Code shall be amended as follows:

- A. That Title 11 Chapter 11-1102 of the Paris Municipal Code be amended by deleting Title 11 Chapter 11-1102 in its entirety. (Ord. # ____, _____).

11-1102. Site Plan Submission and Review.

- A. The owner or developer shall submit eleven (11) copies of the proposed site plan to the city manager or city manager's designee seven (07) days prior to the regular meeting date of the Planning Commission. The Commission shall consider the site plan in light of the provisions of this section and approve or disapprove same as required, the plans shall then be returned to the owner or agent with the date of such approval or disapproval noted thereon over the signature of the Chairman or Secretary of the Planning Commission (Ord.# 984, 09/06/01, Ord. # 988, 11/01/01, Ord.# 1008, 03/06/03).

- B. That Title 11 Chapter 11-1102 of the Paris Municipal Code be amended by enacting Title 11 Chapter 11-1102 as follows:

11-1102. Site Plan Submission and Review.

- A. The owner or developer shall submit three (3) hard copies of the proposed site plan and one (1) digital copy of the preliminary and final site plan to the city manager or city manager's designee thirty (30) days prior to the regular meeting date of the Planning Commission. The Commission shall consider the site plan in light of the provisions of this section and approved or disapproved. The plans shall then be returned to the owner or agent with the date of such approval or disapproval noted thereon. When approval has been granted, the site plan shall be signed and dated by the Chairman or Secretary of the Planning Commission. In instances of disapproval, the applicant shall be notified in writing as to the reason(s) the site plan was disapproved. (Ord.# 984, 09/06/01, Ord. # 988, 11/01/01, Ord.# 1008, 03/06/03), (Ord. # ____, _____).

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

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

Passed and adopted _ _ .

Passed and adopted _ _ .

Discussion: None

Action: Commissioner Sam Tharpe made a motion, seconded by Commissioner Jackie Jones to approve the proposed amendments to the 11-1102 of the Paris Municipal Code regarding Site Plan Submittal and Review.

Vote: Unanimous

NEW BUSINESS
AGENDA ITEM NO.1
Financial Update
Narrative to the February 2025 Operating Statement

Finance Director Tammie Hopper explained that sales tax revenue reflected a 4.52% decrease compared to January of the previous year. She noted that the general fund revenue is currently at 52.98%, while expenditures are at 56.30%, both in comparison to the annual budget.

Tammie went on to highlight notable expenditures, which included repairs to fire truck #228 and the purchase of a new truck for the Parks Department. She reported that four new standard business licenses and two new minimal business licenses were issued during the month.

Tammie also shared that the Police Department hired a new full-time officer and that longtime employee Jennifer Morris had retired after nearly 30 years of service with the City.

Finally, Tammie informed the board that the Northwest Hotel tax is now listed separately in the financial report, as previously requested. She added that if any further adjustments or reporting changes are needed, she would be happy to assist.

CITY OF PARIS, TENNESSEE								
RETAIL SALES TAX REVENUE								
			FY2021	FY2022	FY2023	FY2024	FY2025	% Incr(Decr)
JULY			\$898,979	\$951,793	\$1,046,570	\$1,054,946	\$1,094,220	3.72%
AUGUST			\$843,541	\$895,516	\$931,433	\$943,347	\$1,021,159	8.25%
SEPTEMBER			\$888,921	\$965,256	\$1,067,740	\$947,948	\$934,065	-1.46%
OCTOBER			\$873,733	\$974,047	\$1,036,880	\$1,049,601	\$1,098,267	4.64%
NOVEMBER			\$874,641	\$988,199	\$1,059,818	\$1,088,505	\$1,092,808	0.40%
DECEMBER			\$1,097,412	\$1,210,615	\$1,218,473	\$1,554,254	\$1,256,621	-19.15%
JANUARY			\$844,826	\$839,389	\$915,685	\$984,017	\$939,527	-4.52%
FEBRUARY			\$719,938	\$859,647	\$936,706	\$980,140		
MARCH			\$1,101,592	\$1,102,651	\$1,106,574	\$1,270,965		
APRIL			\$1,040,359	\$1,060,677	\$1,069,082	\$1,061,509		
MAY			\$1,005,346	\$1,105,515	\$1,122,824	\$1,133,990		
JUNE			\$1,013,926	\$1,125,455	\$1,177,018	\$1,130,424		
TOTAL			\$11,203,215	\$12,078,759	\$12,688,803	\$13,199,647	\$7,436,666	
Previous YTD % Increase/Decrease			12.16%	7.82%	5.05%	4.03%	-2.44%	

February 2025

REVENUES	<u>Annual Budget</u>	<u>Current Month</u>	<u>Yr to Date</u>	<u>Percent Realized</u>
Property Taxes	1,907,000	157,370	1,110,187	58.22%
Local Option Sales Tax	6,712,000	619,318	4,320,026	64.36%
Wholesale Liquor / Beer	950,000	56,183	598,553	63.01%
Business Tax	500,000	37,579	98,141	19.63%
Fees & Licenses	153,750	29,357	110,247	71.71%
In Lieu Payments	847,700	57,689	592,987	69.95%
Hotel-Motel Occupancy Tax	180,000	11,385	142,294	79.05%
Grants	3,117,910	21,012	457,822	14.68%
State Shared taxes	1,947,500	177,541	1,211,264	62.20%
All Other	2,002,287	129,198	1,635,931	81.70%
ARPA/TDEC-WII	1,350,000	50,909	141,821	10.51%
Total General Fund Revenue	19,668,147	1,347,540	10,419,272	52.98%
Solid Waste Collection - BPU	1,260,000	0	880,599	69.89%
Solid Waste Disposal - Transfer	525,000	74,490	461,104	87.83%
Other Revenue	30,300	30,022	31,637	104.41%
Total Sanitation	1,815,300	104,512	1,373,340	75.65%
Gate Receipts - Brush & Debris	180,000	11,131	112,359	62.42%
County Share Operating Exp	35,000	0	30,281	86.52%
Gate Receipts - Tires	8,000	63	3,766	47.08%
Other Revenue	41,550	109	1,965	4.73%
Total Landfill	264,550	11,303	148,371	56.08%
Total Drug Fund	58,050	1,740	30,350	52.28%
TOTAL REVENUES	21,806,047	1,465,096	11,971,333	54.90%

EXPENDITURES		<u>Annual Budget</u>	<u>Current Month</u>	<u>Yr to Date</u>	<u>Percent Realized</u>
Grants & Donations		189,000	9,590	166,390	88.04%
General Administration		603,008	67,511	452,346	75.01%
Economic Development		194,980	15,272	128,939	66.13%
Financial Administration		345,400	22,130	247,141	71.55%
City Hall Building		115,529	4,854	68,276	59.10%
Police Department		2,864,733	185,842	1,862,976	65.03%
Emergency Communications		739,201	65,757	564,562	76.37%
Fire Department		2,140,696	164,830	1,432,406	66.91%
Building Inspection		308,585	15,797	208,042	67.42%
Street Maintenance		1,979,901	116,339	1,297,896	65.55%
State Street Aid		1,851,000	2,165	1,684,935	91.03%
Storm Water Management		121,577	8,910	75,505	62.10%
Street Lighting		128,180	11,117	103,262	80.56%
City Garage		315,648	21,915	217,984	69.06%
Cemetery Maintenance		79,152	784	45,325	57.26%
Health & Animal Control		220,866	14,765	165,705	75.03%
Civic Center		787,085	43,617	448,106	56.93%
Parks & Recreation		1,352,224	137,997	904,472	66.89%
Library		207,862	0	138,575	66.67%
Community Development		5,427,210	7,207	1,083,985	19.97%
Debt Service		290,000	0	111,119	38.32%
General Fund Expenditures		20,261,837	916,399	11,407,947	56.30%
Sanitation Collection		1,219,977	67,640	777,615	63.74%
Contractual Services		830,000	75,814	567,979	68.43%
Total Sanitation		2,049,977	143,454	1,345,594	65.64%
Total Landfill		240,953	8,222	128,212	53.21%
Total Drug Fund		82,000	109	57,991	70.72%
TOTAL EXPENDITURES		22,634,767	1,068,184	12,939,745	57.17%

REVENUES OVER / (UNDER) EXPENDITURES	Current Month	Yr to Date
General Fund	431,141	(988,675)
Sanitation	(38,942)	27,746
Landfill	3,081	20,159
Drug Fund	1,631	(27,641)

NEW BUSINESS

AGENDA ITEM NO. 2

Appointments to Boards

None

NEW BUSINESS

AGENDA ITEM NO. 3

Resolution to Revise City of Paris Advanced Life Support First Responder Agreement

Fire Chief Jamie Hinson provided an update on the EMS agreement, explaining that the item presented was simply an update to a long-standing agreement with Henry County EMS, which has remained in place even after the service was sold to the private company AMR. He noted that the changes were primarily housekeeping in nature, with no changes to the level or scope of services provided.

Chief Hinson acknowledged that City Attorney Mr. Smith had worked extensively on the updated agreement and coordinated closely with AMR's legal department. He emphasized that the agreement reflects what has already been in practice for years, and no modifications to services are expected.

RESOLUTION NO. 1721
ADVANCED LIFE SUPPORT FIRST RESPONDER AGREEMENT

THIS ADVANCED LIFE SUPPORT FIRST RESPONDER AGREEMENT (“Agreement”) is made between the American Medical Response of Tennessee, Inc. (“AMR”) and City of Paris Fire Department (the “First Responder”). AMR and First Responder are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

WHEREAS, AMR is an emergency medical services provider in Henry County, Tennessee (the “County”);

WHEREAS, AMR wishes to collaborate with First Responder to perform first responder services within the County but only within First Responder’s jurisdictional limits, i.e., the City of Paris (“Service Area”); and

WHEREAS, First Responder wishes to perform, and is capable of performing, first responder services within the Service Area pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. *Provision of Services.* First Responder will provide the first responder services (the “Services”) to patients who are responded to as part of the County EMS System (“Patients”) in the Service Area.
2. *Compliance with Laws.* The Parties will comply in all material respects with all applicable federal and state laws and regulations, including the federal Anti-kickback statute. Each Party’s vehicles will conform to applicable state regulations and AMR’s vehicles will be duly licensed for the transportation of Patients. All First Responder personnel staffing vehicles that provide the Services and all AMR personnel staffing vehicles that provide AMR Emergency Ambulance Services will be licensed or certified as required by applicable law.
3. *Term.* Unless earlier terminated as provided for in Section 4 below, the term of this Agreement shall commence on March 15, 2025 and shall continue for a period of one year (“Term”). This Agreement shall automatically renew for successive one year periods unless terminated by either Party as set forth herein.
4. *Termination.* Either Party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon sixty (60) days written notice to the other Party; (b) upon the material breach of this Agreement by the other Party, if such breach is not cured within thirty (30) days of written notice thereof to the other Party; or (c) upon the implementation of a new first responder agreement directly with the County. Notwithstanding the foregoing, AMR may terminate this Agreement immediately upon: (i) the failure of First Responder to meet the Response Time Standard provided in Schedule “A” attached hereto two (2) months in a row or three (3) months in any twelve (12) month rolling period; or (ii) following First Responder’s loss or suspension of licensure necessary for the provision of the Services or reduction or loss of First Responder’s insurance coverage below the minimum required under this Agreement.
5. *Standards for Services.* Each Party represents and warrants to the other Party that any and all services they provide shall be provided in accordance with prevailing industry standards of quality and care applicable to those services provided and the standards required by the County.
6. *No Billing by First Responder for Ambulance Transport Services.* First Responder shall not bill any Patient, third-party payer or any other source for any services provided. AMR shall perform all billing for and Patient receiving First Responder services under the Agreement if the Patient is transported by AMR. AMR shall be solely and fully responsible for complying with applicable federal, state, and local laws -- including those relating to Medicare, Medi-Cal, and the Affordable Care Act -- governing the billing and collection of money for services provided under this Agreement.
7. *Restocking of Supplies.* AMR shall restock First Responder in the field on a one-for-one basis for disposable supplies and non-regulated medications used for treatment by First Responder for patients that AMR transports.
8. *Record Retention.* First Responder will retain books and records respecting Services rendered to Patients for the greater of ten (10) years or the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services (“HHS”)) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.
9. *Audit Rights.* Each Party shall, within a reasonable amount of time after written notice from the other, provide representatives of the other Party or the U.S. Government (as specified in the notice), with access to all records, documents, fiscal and accounting data, and other information (whether in paper form, microform, electronic media or other form) that relate to this Agreement. This obligation shall survive for a period of three (3) years following final payment under this Agreement or until such later time as required under applicable law and regulation.
10. *Indemnity.* To the level and extent indemnification is permitted by law, each Party will defend and indemnify the other Party and its directors, officers, employees, and agents from and against liability claims resulting from or alleged to result from any negligence, omissions, or willful or reckless misconduct of the indemnifying Party which arises out of, relates to or results from the indemnifying Party’s performance or non-performance of this Agreement whether such liability claims are sole, contributory or comparative in nature and for which the indemnifying party is found liable or would be found liable under the law.
11. *Insurance.* The Parties currently maintain and will maintain during the Term of this Agreement liability insurance policies for claims that may arise out of the services provided under this Agreement. The Parties shall maintain comprehensive general liability coverage with bodily injury limits no less than \$300,000/\$700,000 and property damage limits no less than \$100,000 per occurrence. The parties shall maintain automobile liability coverage with bodily injury limits no less than \$300,000/\$700,000 and property damage limits no less than \$100,000 per occurrence. The Parties shall maintain workers’ compensation insurance in the statutory required amounts. The Parties shall exchange, upon execution of this Agreement, certificates of insurance evidencing coverage. Notwithstanding the foregoing, either Party may self-insure any or all of the noted coverages, provided they are able to document sufficient reserves to cover exposures in the amounts noted above. In the event of self-insured coverage, the Party shall provide a letter evidencing such reserves to the other Party. Coverage shall not be cancelled without using best efforts to notify the other Party in writing at least thirty (30) days prior to such cancellation.
12. *HIPAA Compliance.* To the extent mandated by law, each Party shall comply with the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder (“HIPAA”), and with such other requirements of HIPAA that may become effective during the Term. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

13. **Relationship.** In the performance of this Agreement, each Party shall be, as to the other, an independent contractor, and neither Party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained within this Agreement shall be construed to constitute either Party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. As to either Party's employees, nothing contained herein shall be construed in such a manner as to give effect to the notion that either Party shall in anyway assume responsibility for the oversight or provision of the other Party's employee benefits, including but not limited to the payment of wages, provision of health insurance, worker's compensation, unemployment insurance, tax withholdings, or any and all other commonly accepted benefits of employment.
14. **Background Investigation.** Each Party warrants and represents that it has performed a background investigation on employees who provide Services or drive vehicles as part of the Services ("Background Investigation"). The Background Investigation includes at least the following:

Social Security Number Verification

Criminal Search (7 years or up to 5 criminal searches)

Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years OIG List of Excluded Individuals/Entities

Sex Offender Registry

GSA List of Parties Excluded from Federal Programs

Department of Motor Vehicle Driving History

State and Local Licensure Verification

Drug Screen

First responder also warrants and represents that it shall perform a Background Investigation on future employees who will provide Services or drive vehicles as part of the Services. Upon request and from time-to-time, First Responder shall provide AMR with a continuing certification of such Background Investigations. Notwithstanding the foregoing, in no event shall AMR or any other third party be entitled to any information in, or report resulting from, such Background Investigations.

15. **Benefits.** This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons or parties. The Services provided by First Responder under this Agreement represent an extension and expansion of services the First Responder owes to the public in general and by entering into this Agreement the First Responder does not intend to create a special relationship or duty to the other Party or to the public served by either Party.
16. **Laws and Regulatory.** The parties: (a) will comply in all material respects with all applicable federal, state and local laws and regulations including, the federal Anti-kickback statute; (b) represent and warrant that it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and Accountability Act of 1996 and its regulations; (d) acknowledge that if it is a cost reporting entity that it has been informed of, and will fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws and regulations that establish a "Safe Harbor" for discounts; (e) represent and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state law and each party further represents and warrants that it is not ineligible to participate in federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickback policies and other compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its officers or directors have been convicted of a crime against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (h) represent and warrant that it and its personnel are and, shall at all times during the term of this Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, state, and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section.
17. **Miscellaneous.** This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party (except to affiliates, parents or subsidiaries), such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state of Tennessee, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by DocuSign or other electronic means), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; (g) this Agreement shall not be effective until executed by both Parties; (h) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (i) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BETWEEN THE PARTIES AND ARISING UNDER THIS AGREEMENT.

18. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier then upon delivery thereof as confirmed by such service; (c) by email transmission; or (d) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested. Notice shall be sent to the addresses set forth below the signature blocks.

AMR	FIRST RESPONDER
By:	By:
<div>Print Name: Jeffrey Davis</div>	<div>Print Name: Kathy Ray</div>
Title: Regional Director	Title: Mayor, City of Paris, Tennessee
Regional Director American Medical Response 202 Hospital Circle Paris, TN 38242	Kathy Ray, Mayor City of Paris, Tennessee 100 N Caldwell St. Paris, TN 38242
With Mandatory Copy to:	With Mandatory Copy to:
Law Department Global Medical Response, Inc. 4400 State Hwy 121, Suite 700 Lewisville, Texas 75056	Chief James Hinson, City of Paris Fire Dept. City of Paris, Tennessee 100 N Caldwell St. Paris, TN 38242

Discussion: None
Action: Commissioner John Etheridge made a motion seconded by Commissioner Sam Tharpe to revise the City of Paris Advanced Life Support First Responder Agreement.
Vote: Unanimous

NEW BUSINESS
AGENDA ITEM NO. 4
Report on Debt Obligation

City Manager Kim Foster explained that, as required anytime debt is issued, there is a 45-day window in which a report must be presented to the governing body and then forwarded to the Comptroller's Office. She reminded the board that one of the last debt issuances under the Paris Utility Authority, formerly the Board of Public Utilities, involved a USDA bond. Several interim closings have taken place over the course of that project, and this report reflects the final closing to draw down the remaining bond funds.

Kim noted that the Board of Public Utilities will be responsible for completing this closing and, with it, the associated project. Once the board has acknowledged receipt of this report in the minutes, it will be submitted to the Comptroller to satisfy state reporting requirements.



Jason E. Musgower
Comptroller

Report On Debt Obligation

Entity and Debt Information		
Entity Name		
City of Paris		
Entity Address		
PO Box 970 100 North Caldwell Street Paris, Tennessee 38242		
Debt Issue Name		
Sewer System Revenue and Tax Bond, Series 2019A		
Series Year		
2019		
Debt Issue Face Amount		
\$4,414,000.00		
Face Amount Premium or Discount?		
N/A		
Tax Status		
Tax - Exempt		
Interest Type	True Interest Cost (TIC)	
True Interest Cost (TIC)	1.5%	
Debt Obligation		
Bond		
Moody's Rating	Standard & Poor's Rating	Fitch Rating
Unrated	Unrated	Unrated
Other Rating Agency Name	Other Rating Agency Rating	
N/A	N/A	
Security		
General Obligation + Revenue		
Type of Sale Per Authorizing Document	Loan Program Name	
State or Federal Loan Program	USDA Rural Development	
Dated Date	Issue/Closing Date	Final Maturity Date
3/25/2025	3/25/2025	3/25/2062

Debt Purpose		
Purpose	Percentage	Description
Refunding	97.84%	Refunding of BAN
Utilities	2.16%	Capital improvements to the sewer system
Education	0%	N/A
General Government	0%	N/A
Other	0%	N/A

Cost of Issuance and Professionals			
Does your Debt Issue have costs or professionals?			
Yes			
Description	Amount	Recurring Portion	Firm Name
Legal Fees - Bond Counsel	\$3,000.00	N/A	Bass, Berry & Sims PLC
TOTAL COSTS	\$3,000.00		

Maturity Dates, Amounts, and Interest Rates		
Comments		
Issuer shall make monthly principal and interest payments in the amount of \$12,978.00, beginning April 25, 2025 and continuing on the same date each month thereafter.		
Year	Amount	Interest Rate
2062	\$4,414,000.00	1.50
TOTAL AMOUNT	\$4,414,000.00	

Submission Details and Signatures	
Is there an official statement or disclosure document, as applicable, that will be posted to EMMA: https://emma.msrb.org/ ?	
Not Applicable	
Signature - Chief Executive or Finance Officer of the Public Entity	
Name	Title/Position
Kathy Ray	Mayor
Email	Alternate Email
kray@cityofparistn.gov	thopper@cityofparistn.gov
Signature - Preparer (Submitter) of This Form	
Name	Title/Position
Jeff Oldham	Member
Email	Alternate Email
joldham@bassberry.com	bria.smith@bassberry.com
Relationship to Public Entity	Organization
Bond Counsel	Bass Berry & Sims PLC
Verification of Form Accuracy	
By checking the box below as the signing of this form, I attest the following:	
1. I certify that to the best of my knowledge the information in this form is accurate.	
2. The debt herein complies with the approved Debt Management Policy of the public entity.	
3. If the form has been prepared by someone other than the CEO or CFO, the CEO or CFO has authorized the submission of this document.	
<input type="checkbox"/> Verify Form Accuracy	
Date to be Presented at Public Meeting	Date to be emailed/mailed to members of the governing body
04/03/2025	N/A
Final Confirmation:	
I hereby submit this report to the Division of Local Government Finance of the Tennessee Comptroller of the Treasury and understand my legal responsibility to: File this report with the members of the governing body no later than 45 days after the issuance or execution of the debt disclosed on this form. The Report is to be delivered to each member of the Governing Body and presented at a public meeting of the body. If there is not a scheduled public meeting of the governing body within forty-five (45) days, the report will be delivered by email or regular US mail to meet the 45-day requirement and also presented at the next scheduled meeting.	

Discussion: None

Action: Commissioner Sam Tharpe made a motion, seconded by Commissioner Jackie Jones that, having reviewed the report regarding the debt obligation of the City of Paris issued March 25, 2025, the City Commission approves the report as submitted and that notice of this approval be forwarded to the State of TN Office of State and Local Finance.

Vote: Unanimous

NEW BUSINESS
AGENDA ITEM NO. 5
Payment Processing Policy

Risk and Compliance Coordinator Bailey Thompson explained that the presented policy is part of the City's ongoing compliance with requirements from PEP and is a continuation of previously adopted cybersecurity policies. She stated that PEP requires the City to have a formal Payment Processing Policy in place to help protect against financial fraud.

Bailey noted that this is a new policy for the City of Paris and outlines procedures for handling payments in a secure manner to minimize the risk of electronic fraud. She further explained that adopting this policy will fulfill the final requirement for the City to qualify for cybersecurity insurance through PEP, which will provide an added layer of protection for the City's financial assets.

Payment Processing Policy Purpose

To provide guidance to all City of Paris personnel for the prompt payment of completed contract work and deliverables, establish secure and standardized procedures for processing payments to vendors, contractors, and service providers to mitigate security risks and ensure compliance with financial regulations.

Scope

This procedure applies to all City of Paris departments and employees responsible for authorizing, processing, and issuing payment, construction contracts, and professional service agreements.

Payment Authorization and Processing

All payments to vendors, contractors, or service providers must be made through the following approved methods:

- **Check Payments** – Issued through the City’s Accounts Payable system.
- **Electronic Funds Transfer (EFT/ACH)** – When available and approved through official invoicing.

Invoice Approval Requirement

Before an invoice is submitted for payment processing, the following steps must be completed:

1. **Department Head Approval** – The department head overseeing the expenditure must review, sign, and code the invoice to ensure proper budget allocation and compliance with city financial policies.
2. **Submission to Chief Account Clerk** – Once signed and coded, the invoice must be submitted to the Chief Account Clerk for verification and processing.

Prohibited Payment Methods

- **Payments by Phone Are Not Permitted** – To ensure financial security and compliance with internal controls, the City of Paris does not process payments over the phone under any circumstances. Phone payments pose a significant risk of fraud, unauthorized transactions, and potential mismanagement of city funds. All vendors and contractors must submit an official invoice for proper review and processing.
- **Unsecured or Personal Payment Methods Are Prohibited** – Employees may not use personal credit cards, cash, or peer-to-peer payment platforms (e.g., Venmo, Cash App, PayPal) for city-related transactions. All payments must be processed through the City’s approved financial system.

Vendor Payment Requests

All vendors and contractors must submit an official invoice to the City of Paris for payment processing. Invoices should include:

- Vendor name, address, and contact information
- Invoice date and number
- Description of goods/services provided
- Payment terms and due date • Remittance details

Invoices must be sent via:

- **Email:** Appropriate Department Head
- **Mail:** 100 N Caldwell St, Paris, TN 38242

Payment Processing Timeline

Invoices will be reviewed and processed within 30 business days following approval. Expedited payments require authorization from the City Manager.

Handling Unauthorized Payment Requests

If a vendor or contractor requests payment over the phone, employees must:

1. **Politely inform the vendor of the City’s policy prohibiting phone payments** and explain that all payments must be processed through approved methods for security and compliance reasons.
2. **Direct the vendor to submit an official invoice** via email or mail for proper review and processing.
3. **Escalate any urgent payment concerns** to the Finance Director for review if necessary.
4. **Report any suspicious or unauthorized payment requests immediately** to the Finance Director to mitigate potential fraud risks.

Discussion: City Manager Kim Foster clarified that all procedures outlined in the policy are already being followed by the City; this policy simply formalizes those practices in writing. She emphasized that the City has not engaged in any improper payment methods, but the written policy serves as a clear guideline for employees—for example, stating that payments should not be made over the phone.

Kim also commended Bailey Thompson for her thorough research in identifying and drafting an appropriate policy to meet the City's needs. Commissioner Jackie Jones also expressed her appreciation for the quality of the policy that Bailey wrote.

Action: Commissioner Sam Tharpe made a motion, seconded by Commissioner Vickey

Roberts to approve the proposed Payment Processing Policy.

Vote: Unanimous

NEW BUSINESS
AGENDA ITEM NO. 6
Paris-Henry County Animal Shelter Handbook and Volunteer Policies

Animal Control Officer Zack Braham explained that the proposed materials, while extensive in appearance, largely formalize procedures that have already been in practice at the Paris-Henry County Animal Shelter. He noted that the addition of a Statement of Understanding, a release of liability, and a formal application process helps establish a clear standard for selecting and managing volunteers who perform tasks such as kennel cleaning, dog walking, and washing vehicles.

Zack shared that a recent grant from Best Friends—an organization focused on improving live-exit rates in animal shelters—includes a requirement to implement a formal volunteer program. With assistance from Best Friends, Risk and Compliance Coordinator Bailey Thompson, and City Attorney James Smith, a comprehensive volunteer program has been developed.

The new policy includes a handbook outlining detailed guidelines, volunteer policies, procedures, and the adoption and volunteer application process. Key elements of the policy include:

1. Implementation of a structured Volunteer Program
2. Requirement that volunteers complete a minimum of 8 service hours per month
3. Minimum volunteer age of 16
 - a. Volunteers aged 12–15 may participate with a supervisor or guardian
4. Introduction of updated Adoption and Return Forms to improve tracking of animals adopted from the shelter

Zack emphasized that the program brings structure to longstanding practices and aligns with the requirements of the Best Friends grant.

Discussion: City Commissioner Sam Tharpe asked whether a volunteer handbook had been created, and Animal Control Officer Zack Braham confirmed that one was in place.

City Attorney James Smith added that he and Zack had worked together to draft the policy. He explained that the policy was necessary to meet the requirements of the Best Friends grant but also provided an opportunity to formalize and improve upon previous informal volunteer arrangements. Smith emphasized the importance of clearly defining expectations and risks associated with volunteer involvement. He noted that the policy includes a formal application process, mandatory orientation, and age requirements, all of which help better protect the City and the shelter. He commended Zack for simplifying a potentially complex issue and creating a practical system for managing volunteers.

City Manager Kim Foster added that PEP was also consulted to ensure the policy complied with their guidelines.

Commissioner Jackie Jones inquired whether there would be a maximum number of volunteers. Zack responded that there is no set cap at this time, as the program is being implemented as a process-based system. Volunteers will now be vetted before being scheduled, which allows staff to know who they're working with regularly. He stated that if volunteer interest exceeds manageable levels, a cap may be introduced in the future. Zack also noted significant community interest, with daily inquiries from individuals wanting to volunteer.

Kim Foster added that one positive aspect of the new program is the requirement for a minimum time commitment. She explained that, in the past, some volunteers participated casually, but the shelter needs consistent, committed help. By outlining expectations in a handbook, both staff and volunteers can operate with more structure and clarity. She said that this was a positive and necessary step forward for the shelter and the community.

Action: Commissioner Sam Tharpe made a motion, seconded by Commissioner Vickey Roberts to approve the proposed Paris-Henry County Animal Shelter Handbook and Volunteer Policies.

Vote: Unanimous

NEW BUSINESS
AGENDA ITEM NO. 7
Ordinance (No. 1319) to Delete 8-112. #2 regarding Uniform Refuse Disposal for Collection Practices in the Paris Municipal Code

City Manager Kim Foster explained that on March 3, 2025, Public Works discontinued all services in city alleys due to challenges navigating narrowed alleys caused by property improvements such as fencing, landscaping, and outbuildings. As a result, sanitation services will now be provided from the curb in front of homes instead of in the alleys. This change is reflected in a simple housekeeping update to the City of Paris Municipal Code, which will remove alley pickup from the collection practices.

ORDINANCE NO. 1319

AN ORDINANCE to Delete Title 8 Chapter 1 8-112. #2 of the Paris Municipal Code.

SECTION 1. BE IT ORDAINED by the Board of Commissioners of the City of Paris, Tennessee, Title 8, Chapter 1 of the Paris Municipal Code shall be amended as follows:

A. That 8-112. #2 of the Paris Municipal Code be amended by deleting 8-112 #2 in its entirety:

(2) Persons served by an alley abutting the property of the person shall place refuse containers as near as possible to the alley line, but not more than forty (40) feet from the alley line on the day of collection service.

(Ord. 1319, __/__/____)

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

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

Passed and adopted_____.

Passed and adopted_____.

Mayor

Finance Director

Discussion: None

Action: Commissioner Sam Tharpe made a motion, seconded by Commissioner John Etheridge to approve Ordinance No. 1319 to Delete 8-112. #2 regarding Uniform Refuse Disposal for Collection Practices in the Paris Municipal Code.

Vote: Unanimous

STATUS OF VARIOUS PROJECTS
April 2025

	PRIMARY STAFF	TARGET COMPLETION DATE(S)	
Back Alley Paris	Foster/Ray	June 2025	Ribbon was cut on “Henri” on March 26 which completes this grant.

2018 STBG Project for Signalization & Safety Upgrades at 3 Intersections Downtown	Foster/Morris/Crouch	Spring 2026	TLM is assisting city staff with Rights of Way certification.
Rison St Bridge Replacement	Foster/Morris/Crouch	Summer 2026	This project is now on hold until next fall when we hope to receive funding. The bridge has been reopened to traffic. Working on Review Appraisal and additional paperwork in the meantime.
2020 Multimodal Access Grant for 4 Downtown Intersections	Foster/ Morris/Crouch	Spring 2026	TLM is assisting city staff with Rights of Way certification. Construction plans, specifications and construction estimate are all still under review at TDOT. TLM followed up with TDOT on these items on 3/25/2025.
2022 Multimodal Access Grant for Tyson/M.W. Intersection Upgrades & Sidewalk	Foster/Morris/Crouch	Fall 2025	Utility certification has been received. The permit certification and construction estimate has been submitted to TDOT. Construction plans are still under review at TDOT. Specifications and bid advertisements were submitted to TDOT for review. Working with City staff for Rights of Way certification.
2022 TA Grant for Sidewalk Project along Fairgrounds & Royal Oak	Foster	Winter of 2026	TLM has submitted the SDC form to TDOT for review/comments.
TDEC Water Infrastructure Improvement (WII) Grant	Foster	Spring 2026	Hydraulic modeling 80% complete. Work on city-wide drainage report continues. On the Brooks St drainage improvement project; TLM and City have coordinated a meeting with residents for April 9 th at noon and 5:00 PM. TLM continues to finalize construction plans and specifications.
2024 CDBG – Boardwalk at Eiffel Tower Park	Foster/Lawrence	Summer 2026	The final survey has been received by TLM. Coordination with Landscape Architect has begun.
Municipal Facilities Project – Municipal building on N. Caldwell St.	Foster	Winter 2027	Staff met with TLM on March 25 to review the floor plan and begin work on detailed design development
Municipal Facilities Project – Fire Station on Tyson Ave.	Foster	Summer 2026	Stamped plans at USDA-RD for review. Once review comments are back, TLM will make any required revisions to the plans and specs prior to bidding.

Notes from the City Manager:

City Manager Kim Foster provided several updates. She informed the Commission that the Henry County Sheriff's Department has decided to close the animal shelter that had operated under their purview for several years. Originally run by a nonprofit on jointly owned landfill property, the shelter became difficult to manage, prompting the Sheriff's Department to assume operations. However, due to staffing and operational challenges, they have opted to close the facility. Kim stated this should not significantly impact the City, as the Paris Henry County Animal Shelter, managed by the City, continues to handle local animal control duties effectively. Thanks to strong partnerships with rescue organizations, including recent adoptions facilitated with rescue groups, the shelter maintains a high live-release rate.

During discussions related to the shelter, it was discovered that a veterinarian-collected fee intended to support shelter operations had been incorrectly remitted to the County. Moving forward, those funds, estimated at \$9,000 to \$12,000 annually, will be directed to the City as the official shelter operator.

Kim also noted that budget season is underway. She and Finance Director Tammie Hopper will begin meeting with department heads at the end of April. After discussion, the Commission agreed to hold a budget work session on Wednesday, May 7 at 11:00 a.m., with Commissioner Vickey Roberts attending via Zoom. Due to a scheduling conflict with a conference, the Commission also agreed to move the next regular City Commission meeting from May 1 to Thursday, May 8 at 4:00 p.m.

Kim concluded by thanking City staff for their response during the recent high-risk weather event. She noted that, in her experience, a Level 5 risk triggers a significant level of preparation, and staff met early that day to ensure all plans were in place. Public Works proactively cleared drainage systems at the start of the week, and the street sweeper, now under the supervision of a relatively new staff member, performed exceptionally. Caleb handled over 40 resident inquiries related to the weather.

Though the City received nearly three inches of rain, no major incidents occurred overnight. One minor issue on Clark Street was addressed with barricades by the Police Department, avoiding the need to call in additional staff. Kim emphasized how much she appreciated the teamwork displayed by all departments and thanked Commissioner Etheridge for recognizing their efforts.

Commissioner Sam Tharpe made two requests. First, he asked that any upcoming information regarding the 2025 property reappraisal be shared with all Commissioners as it becomes available, as the reappraisal process provides important insight into city growth and valuation. Second, he requested that staff investigate the availability of land surrounding the landfill, noting that there may be parcels for sale and potential opportunities to build long-term value around that property.

The meeting duly adjourned at 5:28 p.m.

Mayor

Finance Director