

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
June 2, 2022
5:00 P.M.**

Public Hearing

1.) Ordinance to Amend the Fiscal Year 2022 Budget (Second Reading)

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 – May 5, 2022

Board Will Hear Comments from Citizens

Board Will Hear Comments from the Commission

Service Resolutions and Proclamations: None

OLD BUSINESS

- 1.) Ordinance to Amend the Fiscal Year 2022 Budget (Second Reading):** Kim Foster, City Manager

NEW BUSINESS

- 1.) Financial Update:** Traci Shannon, Finance Director
- 2.) Appointments to Boards:** Carlton Gerrell, City Mayor
- 3.) Ordinance to Amend Paris Municipal Code 11-1309 and 11-1804 – Sign Permit and Planning Commission Fees (First Reading):** Jennifer Morris, Community Development Director
- 4.) Property Tax Interlocal Agreement:** Kim Foster, City Manager
- 5.) Request to Write-Off Delinquent Property Tax:** Traci Shannon, Finance Director
- 6.) 2022 Property Tax Rate Ordinance (First Reading):** Kim Foster, City Manager
- 7.) FY 2023 Proposed Budget Ordinance (First Reading):** Kim Foster, City Manager
- 8.) Request to Acquire Undeveloped Alley off of Maple Street:** Kim Foster, City Manager
- 9.) Purchase of Land Adjacent to the P-HC Landfill:** Kim Foster, City Manager
- 10.) Consideration of Reappointment of David Flowers to the Paris Utility Authority Board of Directors:** Kim Foster, City Manager

Status of Various Projects

Notes from the City Manager

Adjournment

**OLD BUSINESS
AGENDA ITEM NO. 1
Ordinance to Amend the Fiscal Year 2022 Budget (Second Reading)**

In keeping with the wishes of the Office of State and Local Finance, proposed adjustments to the FY 2022 budget are contained in the following ordinance. As in years past several adjustments relate to the timing of grant related projects. The timing of all grants suffered again this year from the effects of COVID and did not move at the pace we had hoped. Unlike most years, the overall impact of this budget amendment is a significant increase in revenues and a significant decrease in expenditures almost entirely due to an ARPA payment of almost \$1.5 million. Of that payment only about \$560,000 is actually expected to be spent before the end of the fiscal year.

Our original General Fund budget reflected expenditures exceeding revenues by \$337,774. After this adjustment our budgeted revenues will exceed expenditures by \$1,424,001, removing the need to take any money from our fund balance. If not for the ARPA money our expenditures would have only exceeded our revenues by \$67,874, requiring much less of a dip into fund balance than originally planned.

ORDINANCE NO. 1281

AN ORDINANCE TO AMEND THE CITY OF PARIS FISCAL YEAR
2021– 2022 BUDGET

WHEREAS, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality amend the annual budget ordinance to insure compliance with the relating lawful expenditures,

NOW THEREFORE BE IT ORDAINED BY THE CITY OF PARIS, TENNESSEE AS FOLLOWS:

Section 1. The FY 2021 – 2022 Budget Ordinance, Section 2 shall be amended by deleting Section 2 in its entirety:

Fund	General			Sanitation		
	FY 2020 Audited	FY 2021 Budget	FY 2022 Proposed	FY 2020 Audited	FY 2021 Budget	FY 2022 Proposed
Revenues						
Local Taxes	\$8,514,688	\$8,054,250	\$8,912,200			
State of TN	1,919,062	1,440,000	1,512,000			
Federal Government	345,792	323,500	949,000			
Other Sources	2,762,011	6,434,139	3,144,450	1,618,066	1,575,400	1,575,400
Total Revenues	\$13,541,553	\$16,251,889	\$14,517,650	\$1,618,066	\$1,575,400	\$1,575,400

Expenditures						
Salaries	\$5,056,112	\$5,281,564	\$5,557,258	\$430,909	\$445,161	\$469,722
Other	7,415,696	11,388,583	9,298,166	1,033,511	1,058,510	1,516,984
Total Expenditures	\$12,471,808	\$16,670,147	\$14,855,424	\$1,464,419	\$1,503,671	\$1,986,705
Beginning Fund Balance	\$3,741,403	\$4,811,148	\$4,392,890	\$3,207,107	\$3,360,753	\$3,432,482
Ending Fund Balance	\$4,811,148	\$4,392,890	\$4,055,116	\$3,360,753	\$3,432,482	\$3,021,177
No. of FTE Employees	113	113	113	9	10	10

Fund	Landfill		
	FY 2020 Audited	FY 2021 Budget	FY 2022 Proposed
Revenues			
Local Taxes			
State of TN			
Federal Government			
Other Sources	197,595	197,450	200,500
Total Revenues	\$197,595	\$197,450	\$200,500
Expenditures			
Salaries	\$43,427	\$46,496	\$48,616
Other	133,986	128,787	152,462
Total Expenditures	\$177,413	\$175,284	\$201,078
Beginning Fund Balance	\$697,444	\$717,626	\$739,792
Ending Fund Balance	\$717,626	\$739,792	\$739,214
No. of FTE Employees	2	1	1

Fund	Drug			Cemetery		
	FY 2020 Audited	FY 2021 Budget	FY 2022 Proposed	FY 2020 Audited	FY 2021 Budget	FY 2022 Proposed
Revenues						
Local Taxes						
State of TN						
Federal Government						
Other Sources	\$51,647	\$68,050	\$60,050	\$1,785	\$1,000	\$1,000
Total Revenues	\$51,647	\$68,050	\$60,050	\$1,785	\$1,000	\$1,000
Expenditures						
Salaries						
Other	\$65,533	\$100,900	\$92,500	\$2,440	\$17,000	\$8,000
Total Expenditures	\$65,533	\$100,900	\$92,500	\$2,440	\$17,000	\$8,000

Beginning Fund Balance	\$161,478	\$147,592	\$114,742	\$351,925	\$351,271	\$335,271
Ending Fund Balance	\$147,592	\$114,742	\$82,292	\$351,271	\$335,271	\$328,271
No. of FTE Employees	0	0	0	0	0	0

Section 2. The City of Paris City Commission does hereby amend the following estimate of revenues, estimated unencumbered fund balances, and expenditures as follows:

General Fund Revenues shall be amended as follows:

- Property Tax – Current shall decrease by \$32,000
- Local Option Sales Tax shall increase by \$600,000
- Wholesale Liquor Tax shall increase by \$80,000
- 2020 Multimodal Access Grant shall decrease by \$712,800
- 2021 Downtown Improvement Grant shall increase by \$25,000
- 2018 TA Grant - Sidewalks shall decrease by \$485,900
- 2018 STBG – Signal Replacement shall decrease by \$420,000
- BRZ – Rison St. Bridge shall decrease by \$48,200
- Federal ARPA Grant shall increase by \$1,491,875
- State Sales Tax shall increase by \$145,000
- SRO Support shall increase by \$25,000
- Sale of Confiscated Property shall increase by \$34,000
- Other Revenue shall increase by \$17,000

General Fund Expenditures are amended as follows:

- General Fund:
 - Salaries shall increase by \$8,500
 - IT Services shall increase by \$5,000
 - Other Operating shall increase by \$6,000
 - General Purpose Equipment shall increase by \$6,000
 - Finance Department:
 - Salaries shall increase by \$7,900
 - City Hall Department:
 - Salaries shall increase by \$1,400
 - Police Department:
 - Salaries shall increase by \$56,900
 - Emergency Communications Department:
 - Salaries shall increase by \$16,200
 - Fire Department:
 - Salaries shall increase by \$48,900
 - Repair & Maintenance – Motor Vehicle will increase by \$6,000
 - Building Inspection Department:
 - Salaries shall increase by \$3,500
 - Street Maintenance:
 - Salaries shall increase by \$32,600
 - Workers Compensation shall increase by \$14,000
 - State Street Aid:
 - Asphalt & Asphalt Filler will increase by \$10,000
 - City Garage Department:
 - Salaries shall increase by \$7,600
 - Health & Animal Control Department:
 - Salaries shall increase by \$4,500
 - Civic Center Department:
 - Salaries shall increase by \$9,500
 - Parks & Recreation:
 - Salaries shall increase by \$17,000
 - General Purpose Equipment shall increase by \$80,000
- In the area of Community Development, the following amendments will be made:
- 2020 Multimodal Access Grant will decrease by \$750,000

2018 STBG – Signal Replacement will decrease by \$480,000
 BRZ – Rison St. Bridge will decrease by \$31,500
 2018 TA Grant – Sidewalks shall decrease by \$610,800
 Downtown Improvement Grant will increase by \$25,000
 ARPA – SLFRF shall increase by \$563,000

Sanitation Fund Revenues shall be amended as follows:

Solid Waste Disposal – Transfer Station shall increase by \$70,000
 Sale of Assets shall increase by \$55,000

Sanitation Fund Expenses shall be amended as follows:

Salaries shall increase by \$17,500
 Repairs & Maintenance – Machinery & Equipment shall be increased by \$9,000
 General Purpose Equipment shall be decreased by \$145,000
 Contractual Services shall be increased by \$60,000

Landfill Fund Revenues shall be amended as follows:

Proceeds from County / Land Purchase shall increase by \$25,000

Landfill Expenses shall be amended as follows:

Salaries shall increase by \$2,200
 General Purpose Equipment shall increase by \$100,000

So that Section 2 shall read as follows:

Fund	General			Sanitation		
	FY 2020 Audited	FY 2021 Budget	FY 2022 Proposed	FY 2020 Audited	FY 2021 Budget	FY 2022 Proposed
Revenues						
Local Taxes	\$8,514,688	\$8,054,250	\$9,560,200			
State of TN	1,919,062	1,440,000	969,200			
Federal Government	345,792	323,500	1,486,775			
Other Sources	2,762,011	6,434,139	3,220,450	1,618,066	1,575,400	1,700,400
Total Revenues	\$13,541,553	\$16,251,889	\$15,236,625	\$1,618,066	\$1,575,400	\$1,700,400
Expenditures						
Salaries	\$5,056,112	\$5,281,564	\$5,771,758	\$430,909	\$445,161	\$487,222
Other	7,415,696	11,388,583	8,140,866	1,033,511	1,058,510	1,440,984
Total Expenditures	\$12,471,808	\$16,670,147	\$13,912,624	\$1,464,419	\$1,503,671	\$1,928,206
Beginning Fund Balance	\$3,741,403	\$4,811,148	\$4,392,890	\$3,207,107	\$3,360,753	\$3,432,482
Ending Fund Balance	\$4,811,148	\$4,392,890	\$5,716,891	\$3,360,753	\$3,432,482	\$3,204,676
No. of FTE Employees	113	113	113	9	10	10

Fund	Landfill		
	FY 2020 Audited	FY 2021 Budget	FY 2022 Proposed
Revenues			
Local Taxes			
State of TN			
Federal Government			
Other Sources	197,595	197,450	225,500
Total Revenues	\$197,595	\$197,450	\$225,500
Expenditures			
Salaries	\$43,427	\$46,496	\$50,816
Other	133,986	128,787	252,462
Total Expenditures	\$177,413	\$175,284	\$303,278
Beginning Fund Balance	\$697,444	\$717,626	\$739,792
Ending Fund Balance	\$717,626	\$739,792	\$662,014
No. of FTE Employees	2	1	1

Fund	Drug			Cemetery		
	FY 2020 Audited	FY 2021 Budget	FY 2022 Proposed	FY 2020 Audited	FY 2021 Budget	FY 2022 Proposed
Revenues						
Local Taxes						
State of TN						
Federal Government						
Other Sources	\$51,647	\$68,050	\$60,050	\$1,785	\$1,000	\$1,000
Total Revenues	\$51,647	\$68,050	\$60,050	\$1,785	\$1,000	\$1,000
Expenditures						
Salaries						
Other	\$65,533	\$100,900	\$92,500	\$2,440	\$17,000	\$8,000
Total Expenditures	\$65,533	\$100,900	\$92,500	\$2,440	\$17,000	\$8,000
Beginning Fund Balance	\$161,478	\$147,592	\$114,742	\$351,925	\$351,271	\$335,271
Ending Fund Balance	\$147,592	\$114,742	\$82,292	\$351,271	\$335,271	\$328,271
No. of FTE Employees	0	0	0	0	0	0

Section 3. The current Section 3 shall be deleted in its entirety:

General Fund	\$18,910,540
Sanitation	5,007,882
Landfill	940,292
Drug Fund	174,792
Cemetery Fund	336,271
Total All Funds	\$25,209,777

Section 3 is amended as follows:

General Fund	\$19,629,515
Sanitation	5,132,882
Landfill	965,292
Drug Fund	174,792
Cemetery Fund	336,271
Total All Funds	\$26,238,752

SECTION 4. All encumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 5. This ordinance shall take effect June 2, 2022, the public welfare requiring it.

Passed and adopted May 5, 2022.

Passed and adopted June 2, 2022.

Mayor

Finance Director

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

Narrative to April 2022 Operating Statement

Our retail sales tax revenue was slightly up for the month of March. We are very pleased with this because last March was an incredible number to compare against. We are also ahead 7.9% for our fiscal year-to-date.

Expenditures exceeded revenues in the General Fund for the month of April. However, we are considerably ahead for the fiscal year-to-date. Our larger out of the ordinary expense included \$168K for pipe, guardrails, paving, and other material for our streets, sidewalks, and drainage.

The month of May will reflect principal payments on our debt service which will likely result in a deficit for the month. We do receive the majority of business tax payments from the State during the month of May which could offset some of the debt payment.

Other Business:

New Employees (1): One part-time (KPAC)

Resignation (1): One full-time (Street Dept)

We issued seven business licenses in April:

New Business (3): Allen Disposal Service, Jamhay A Clothing Store, Morelly's Boutique (online)

New Owner (1): The Peddler Advantage

Add'l Location (2): Contractors: Searcy Construction, CTR Utility Rehab

Minimal License Renewal (1): The Yoga House

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

	<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>	<u>FY2020</u>	<u>FY2021</u>	<u>FY2022</u>	<u>% Incr(Decr)</u>
JULY	\$748,999	\$791,918	\$787,901	\$802,267	\$898,979	\$951,793	5.87%
AUGUST	\$738,171	\$775,581	\$790,533	\$799,378	\$843,541	\$895,516	6.16%
SEPTEMBER	\$791,866	\$812,873	\$774,425	\$797,992	\$888,921	\$965,256	8.59%
OCTOBER	\$732,345	\$777,777	\$761,812	\$761,453	\$873,733	\$974,047	11.48%
NOVEMBER	\$770,351	\$821,637	\$809,116	\$807,105	\$874,641	\$988,199	12.98%
DECEMBER	\$999,663	\$927,868	\$960,027	\$957,286	\$1,097,412	\$1,210,615	10.32%
JANUARY	\$674,764	\$689,391	\$665,013	\$713,906	\$844,826	\$839,389	-0.64%
FEBRUARY	\$684,426	\$697,202	\$704,313	\$727,380	\$719,938	\$859,647	19.41%
MARCH	\$840,859	\$840,412	\$877,659	\$840,175	\$1,101,592	\$1,102,651	0.10%
APRIL	\$792,642	\$774,320	\$849,875	\$865,360	\$1,040,359		
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	<u>\$9,442,243</u>	<u>\$9,598,946</u>	<u>\$9,717,515</u>	<u>\$9,988,303</u>	<u>\$11,203,215</u>	<u>\$8,787,113</u>	
Previous YTD % Increase/Decrease	2.52%	1.66%	1.24%	2.79%	12.16%	7.90%	

MONTHLY OPERATING STATEMENT
April 2022

REVENUES	<u>Annual Budget</u>	<u>Current Month</u>	<u>Yr to Date</u>	<u>Percent Realized</u>
Property Taxes	1,702,000	48,015	1,663,694	97.75%
Local Option Sales Tax	5,135,950	424,353	4,778,843	93.05%
Wholesale Liquor / Beer	800,000	75,862	761,965	95.25%
Business Tax	375,000	30,577	115,467	30.79%
Fees & Licenses	163,500	4,381	134,334	82.16%
In Lieu Payments	880,250	26,777	666,493	75.72%
Grants	2,231,600	17,221	183,243	8.21%
State Shared taxes	1,529,500	125,960	1,455,952	95.19%
All Other	1,699,850	157,328	1,544,410	90.86%
Federal ARPA Grant	0	0	1,491,875	#DIV/0!
Total General Fund Revenue	14,517,650	910,474	12,796,276	88.14%
Solid Waste Collection - BPU	1,225,000	212,533	1,050,124	85.72%
Solid Waste Disposal - Transfer	350,000	35,756	363,153	103.76%
Other Revenue	400	96	30,539	7634.68%
Total Sanitation	1,575,400	248,385	1,443,815	91.65%
Gate Receipts - Brush & Debris	130,000	9,273	124,327	95.64%
County Share Operating Exp	35,000	0	8,280	23.66%
Gate Receipts - Tires	5,000	3,169	9,621	192.42%
Other Revenue	30,500	120	57,003	186.90%
Total Landfill	200,500	12,562	199,230	99.37%
Total Drug Fund	60,050	11,865	38,047	63.36%
TOTAL REVENUES	16,353,600	1,183,287	14,477,368	88.53%

EXPENDITURES	<u>Annual Budget</u>	<u>Current Month</u>	<u>Yr to Date</u>	<u>Percent Realized</u>
Grants & Donations	261,622	20,135	203,353	77.73%
General Administration	390,037	27,645	344,933	88.44%
Economic Development	159,592	12,182	128,734	80.66%
Elections	0	0	0	#DIV/0!
Financial Administration	323,659	20,053	270,391	83.54%
City Hall Building	99,718	6,335	82,242	82.47%
Police Department	2,187,535	174,533	1,815,397	82.99%
Emergency Communications	722,210	48,529	587,466	81.34%
Fire Department	1,884,160	128,374	1,647,589	87.44%
Building Inspection	112,714	6,633	73,357	65.08%
Street Maintenance	1,821,352	143,078	1,439,971	79.06%
State Street Aid	700,000	57,570	713,154	101.88%
Storm Water Management	74,270	2,054	29,374	39.55%
Street Lighting	95,800	4,227	87,290	91.12%
City Garage	320,183	20,121	240,874	75.23%
Cemetery Maintenance	66,800	9,200	50,000	74.85%
Health & Animal Control	177,219	13,311	142,476	80.40%
Civic Center	676,021	39,612	503,949	74.55%
Parks & Recreation	1,082,648	63,523	960,123	88.68%
Library	171,487	0	142,906	83.33%
Community Development	2,725,100	123,805	435,537	15.98%
ARPA-SLFRF	0	0	375,000	#DIV/0!
Debt Service	803,295	13,243	240,094	29.89%
General Fund Expenditures	14,855,422	934,161	10,514,210	70.78%
Sanitation Collection	1,356,706	59,399	1,063,033	78.35%
Contractual Services	630,000	62,418	583,611	92.64%
Total Sanitation	1,986,706	121,817	1,646,644	82.88%
Total Landfill	201,078	12,335	248,072	123.37%
Total Drug Fund	92,500	2,233	75,047	81.13%
TOTAL EXPENDITURES	17,135,706	1,070,545	12,483,973	72.85%

<u>REVENUES OVER / (UNDER) EXPENDITURES</u>	<u>Current Month</u>	<u>Yr to Date</u>
General Fund	(23,687)	2,282,066
Sanitation	126,568	(202,829)
Landfill	228	(48,842)
Drug Fund	9,633	(37,000)

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

<u>BOARD</u>	<u>CURRENT MEMBER</u>	<u>PROPOSED MEMBER</u>	<u>TERM EXPIRATION</u>	<u>NEW EXPIRATION</u>
Alcoholic Beverage Control Board 3 Year Term (Mayor w/ Commission Approval)	Ricky Searcy (Chair)	Ricky Searcy	June 4, 2022	June 4, 2025
Paris-Henry County Library Board 3-year term (limit of two terms) (Mayor w/Commission Approval)	Troy Barrow (1 st Term)	Troy Barrow (2 nd Term)	July 1, 2022	July 1, 2025
Paris-Henry County Library Board 3-year term (limit of two terms) (Mayor w/Commission Approval)	Cindy Snyder (1 st Term)	Cindy Snyder (2 nd Term)	July 1, 2022	July 1, 2025
Industrial Development Board 6-year term (City Commission Appointment)	Traci Templeton	Traci Templeton	July 2, 2022	July 2, 2028

Industrial Development Board 6-year term (City Commission Appointment)	Bo Caldwell	Bo Caldwell	July 2, 2022	July 2, 2028
Industrial Development Board 6-year term (City Commission Appointment)	Charles Wilson	Charles Wilson	July 2, 2022	July 2, 2028
Paris Henry County Volunteer Center Board 3 Year Term (Mayor w/Commission Approval)	Kathy Caldwell	Kathy Caldwell	July 1, 2022	July 1, 2025
Paris-Henry County Library Board 3-year term (limit of two terms) (Mayor w/Commission Approval)	Norma Gerrell (finishing second term)	Susan Jones	July 1, 2022	July 1, 2025

**NEW BUSINESS
AGENDA ITEM NO. 3**

Ordinance to Amend Paris Municipal Code 11-1309 and 11-1804 – Sign Permit and Planning Commission Fees (First Reading)

Staff recently discovered that the Fee Schedule for sign permits and building inspections were not properly codified in the Zoning Ordinance. The Ordinances implementing these Rate Schedules were properly passed some time ago, they just never made it into the Code Book. This Ordinance cleans up these Fee Schedules and puts them in the Zoning Ordinance for easy reference by staff and the public.

This would need to be adopted on first reading and referred to the Planning Commission for recommendation. Also, a public hearing should be scheduled for the July meeting.

Ordinance No. 1282

AN ORDINANCE
to Enact 11-1309 and 11-1804 of the Paris Municipal Code

SECTION 1. Be it ordained by the Board of Commissioners of the City of Paris, Tennessee as follows:

A. That Title 11 Chapter 13 be amended by enacting the following as 11-1309:

11-1309. Sign Permit Fees. Fees for issuance of a sign permit are as follows:

\$0 - \$100	\$0.00
\$101 - \$2,000	\$10.00
\$2,001 - \$15,000	\$20.00
\$15,001 - \$50,000	\$50.00
\$50,001 - \$100,000	\$100.00
\$100,001 - \$500,000	\$200.00
\$500,001 - \$1,000,000	\$400.00
\$1,000,001 - \$2,000,000	\$800.00

(Ord. # 1282, _____ / _____ / 22).

B. That Title 11 Chapter 18 be amended by enacting the following as 11-1804:

11-1804. Planning Commission Fees. There shall be a fee for submittals presented for review pursuant to Title 11 of the Paris Municipal Code as follows:

Board of Zoning Appeals	\$100.00
Rezoning Requests	\$100.00
Preliminary Subdivision Plats	\$100.00
Minor Subdivision Plats	\$25.00
Final Subdivision Plats	\$50.00
Site Plan Review – Minor	\$50.00
Site Plan Review – Major	\$100.00

(Ord. # 1282, _____ / _____ / 22).

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

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

Passed and adopted June 2, 2022.

Passed and adopted _____.

Mayor

Finance Director

**NEW BUSINESS
AGENDA ITEM NO. 4
Property Tax Interlocal Agreement**

Several weeks ago, Henry Co Trustee Randi French approached us about her office taking over the process of billing and collecting property taxes for the City of Paris. Not only would she like to take over this process from us, but from all of the municipalities in the County. For Mrs. French it's a matter of customer service to the citizens of Henry Co. She would charge a small fee of 1% of anything collected for providing this service. After thinking about her offer and comparing the cost to the benefits, we feel it would be a huge win-win for the County Trustee's office to take over our Property Tax billing and collections. Not only will they be mailing notices and collecting property tax payments, but they will also be handling tax relief, reassessments and all of the other sundry responsibilities that accompany property tax. Because the Trustee's office primarily focuses on the collection of property tax they have a collection rate of 99% where our collection rate is usually around 91%. The amount of additional collections will more than offset the cost.

Presented for your consideration is an interlocal agreement between the City and the County for the County Trustee to take over property tax collection.

**INTERLOCAL AGREEMENT BETWEEN HENRY COUNTY, TENNESSEE AND THE CITY OF CITY,
TENNESSEE FOR THE COLLECTION OF PROPERTY TAXES**

THIS INTERLOCAL AGREEMENT, ("Agreement"), is entered into by and between HENRY COUNTY, TENNESSEE, ("County"), a political subdivision of the State of Tennessee, and the CITY OF _____, TENNESSEE, ("City"), a municipal government located within the County.

WHEREAS, County and City are both local governmental entities of the State of Tennessee and, as such, are authorized to enter into an interlocal agreement pursuant to TENN. CODE ANN. § 12-9-104; and

WHEREAS, currently City collects their own municipal property taxes; and

WHEREAS, TENN. CODE ANN. § 67-5-1801, *et seq.* authorizes a County Trustee to collect municipal property taxes on behalf of municipalities within the boundaries of the collecting county; and

WHEREAS, the terms of the interlocal define the obligations concerning collection of municipal property taxes, collection of delinquent municipal taxes, and establishment of a fee for provision of services provided on behalf of City in the amount equal to 1% of the City taxes collected by the County Trustee (calculated and paid on a per-parcel basis, as each parcel is collected); and

WHEREAS, the parties desire to cooperate to transfer the responsibility to collect City's municipal property taxes as well as a development of a plan to educate the public concerning the change in the process to collect the municipal property taxes:

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- I. Purpose of Agreement.** The purpose of this Interlocal Agreement is to set forth the obligations of City and County for the transfer of the obligation to collect City's municipal property taxes and set the amount of the County Trustee's fee for collecting City taxes.

II. Authority. This Agreement is made and entered into pursuant to the authority granted to the parties under the *Interlocal Cooperation Act*, TENN. CODE ANN. § 12-9-101, *et seq.*, and the parties agree that all approvals and filings required by the terms of the Act shall be achieved as soon as possible from and after the execution of this Agreement. The authority for the County to collect municipal property taxes is found under TENN. CODE ANN. § 67-5-1801, *et seq.*

III. City's Responsibilities.

- A. City shall individually develop, implement, and fund a plan to advertise and educate its respective property owners concerning the transfer of responsibilities to collect City's municipal property taxes. The plan shall include a detailed explanation of the change in the process to assess and collect municipal property taxes as well as the means of paying the municipal property taxes. City shall provide a copy of the plan to the County Trustee prior to implementing the plan to provide the Trustee the opportunity to comment on the proposed plan.
- B. If City maintains a website, City shall post on such website links to the County Trustee's website and tennesseetrustee.org.
- C. City shall continue to receive and respond to inquiries and questions from citizens regarding aspects of the collection of municipal property taxes.
- D. City shall cooperate and assist County in responding to inquiries and questions concerning the collection of municipal property taxes that the County receives from property owners within City's jurisdictions. Should the County be unable to respond to an inquiry or question received from a property owner within City's jurisdiction, then County shall forward the inquiry or question to City to respond.
- E. City shall pay the fee set herein to the County for the collection of municipal property taxes.
- F. City shall, upon request of the County Trustee, cooperate with the County in developing the format and design of property tax statements to be sent by the County to taxpayers.
- G. City shall establish notification protocols to ensure all parties to a bankruptcy are properly notified, including notification to the County Trustee and—if the bankruptcy debtor is a defendant in a lawsuit seeking to collect delinquent taxes—the County Chancery Court and County Delinquent Tax Attorney.
- H. City shall cooperate with County concerning all aspects for the transfer of the responsibility of collecting municipal property taxes on the behalf of City.
- I. City shall comply with County procedures and guidelines created pursuant to this Agreement or related to the services provided by County under this Agreement.
- J. City shall continue to be solely responsible for the assessment, billing, and collection of fire fees.
- K. City shall be responsible for the assessment, billing, and collection of any future fees or assessment projects initiated by City.
- L. City shall implement safeguards against the collection of its municipal property taxes. City shall immediately remit any property taxes received by City to the Trustee's Office.

IV. County's Responsibilities.

- A. The County shall be responsible for the provision of personnel, equipment, and other needed resources required for the assessment and collection of municipal property taxes on behalf of City.
- B. The County shall be responsible for contacting the County software vendor to incorporate City's tax data including, but not limited to, delinquent amounts, rollback amounts, tax relief, and tax rates into the tax program used by the Trustee.
- C. The County shall obtain such services as may be necessary to assist in the collection of City's municipal property taxes.

V. Trustee's Responsibilities.

- A. **Assessment of the property tax rates.** The Trustee shall receive the tax assessment from the Henry County Assessor concerning those properties lying within City's jurisdiction.
- B. **Tax Notices.** The Trustee shall be responsible for the following:

1. Issue municipal property tax notices starting in October of each tax year;
2. Send delinquent municipal property tax notices to those property owners who have delinquent taxes;
3. Record the assessment and issue municipal property tax notices for both locally assessed properties;
4. Send bills concerning any properly authorized Payment-In-Lieu-of-Taxes programs existing within City's jurisdiction; and
5. Provide bankruptcy postings to the tax records.

It is understood that names and addresses for tax notices are furnished by the taxpayers and, from time to time, may be out of date; these provisions require only the sending of notices to the last known taxpayer name/address according to the records of the County Trustee. These provisions shall not be interpreted to impose on the County Trustee a greater duty to send tax notices than is required of a municipal tax collector under applicable law.

- C. **Adjustment to Property Tax Rates.** The Trustee shall process adjustments received from the Henry County Property Assessor and shall post and process adjustments concerning roll back and tax relief programs.
- D. **Collection of Taxes.** The Trustee shall be responsible for the following:
1. Collect each year's municipal property taxes on behalf of City including collecting partial taxes if authorized;
 2. Collect delinquent municipal property taxes in the same manner the Trustee collects delinquent County property taxes;
 3. Process municipal property tax overpayments and refunds;
 4. Apply the pay procedure that appropriately applies municipal property tax payments when prior year property taxes are due; and
 5. Create a process and define safeguards that City shall implement to address property taxes that are paid directly to City. City shall immediately remit the received property taxes to the Trustee's Office.
- E. **Delinquent Property Taxes.** The Trustee shall issue delinquent property tax bills and receive delinquent payments. The Trustee will work with the County Delinquent Tax Attorney to seek payment of delinquent municipal property taxes. The Trustee shall apply the same interest and penalties on behalf of City on a monthly basis for those municipal property taxes that are delinquent as provided in TENN. CODE ANN. § 67-5-2010. The existing interlocal agreement between the County and City concerning the enforcement of delinquent taxes through the filing of a delinquent tax collection lawsuit by the County Delinquent Tax shall remain in full force and effect.
- F. **Tax Relief.** The Trustee shall be responsible for maintaining and administering applicable tax relief programs.

H. **Remittance of Property Taxes to City.** The Trustee shall remit collected property taxes received on behalf of City each month by the 13th day of the next month unless County provides notice to City of an event that will delay payment and the reason for the delay.

VI. **Data Management.**

A. **Joint Obligations.**

1. The parties shall cooperate to establish a schedule and plan for the issuance of annual municipal property tax notices.
2. The parties shall cooperate to establish a process for handling and combining data for reporting purposes.
3. If City uses a computer system to maintain tax information, to enable the Trustee to import City property tax information into its computer system: City shall either (i) make its property tax database accessible by the Trustee's computer system or (b) from time to time (at Trustee's request) export and furnish to the Trustee its property tax database in a format that the Trustee's computer system is capable of importing.
4. City shall provide all required data requested from the County.

B. Trustee's Obligations.

1. Obtain and load tax files received from the Henry County Property Assessor.
2. Obtain and load tax history files which, at the discretion of the Trustee, may be a "static" file for prior year paid property taxes.
3. Maintain separate County and City files concerning State Application Credit Vouchers. The parties shall cooperate in maintaining the separate files.
4. Maintain data to provide the ability to distinguish applicable taxing districts including the existence of assessment districts.

VII. Trustee's Fee.

- A. City shall pay the Trustee a fee for services rendered by the County and Trustee under this Agreement in the amount equal to 1% of the City taxes (including any associated interest and penalties) collected by the Trustee. The fee shall be calculated and withdrawn from each payment of City taxes upon collection.
- B. The Parties agree to cooperate in future negotiations should it later be determined that an increase or decrease in the fee is supported by increased or decreased costs of the County collecting municipal property taxes on behalf of City.

VIII. Term. This Agreement shall become effective for the purposes of collection of City taxes by the Trustee on July 1, 2022 (City shall not collect City taxes after June 30, 2022). This Agreement is effective for all other purposes as provided in Section XIII(M). The term of this Agreement is five years (ending on June 30, 2027). Thereafter, unless and until a party gives the other party notice of termination as provided below, this Agreement shall automatically renew for one-year terms ending June 30 of each year.

IX. Termination.

- A. **Breach.** Should any party fail to fulfill in a timely and proper manner a material obligation under this Agreement or if any party should violate a material term of this Agreement, the non-breaching party shall provide the breaching party with notice of the breach. The breaching party will then have 30 calendar days from the receipt of the notice to cure the breach. Upon breach or default of any of the provisions set forth herein, the non-breaching party shall be entitled to any and all damages and other equitable relief permitted under the laws of the State of Tennessee.
- B. **Termination at End of Term.** Either party may unilaterally terminate this Agreement at the end of a term by written notice delivered to the other party at least 120 days prior to the end of the then-current term. Such termination shall not affect in any manner any prior existing obligations between the parties.
- C. **Termination for Convenience.** The parties may terminate this Agreement prior to the end of a term upon written agreement. Termination shall take effect on a date agreed to by the County and City. Such termination shall not affect in any manner any prior existing obligations between the parties.

X. Cost. Unless otherwise provided herein, each party shall be responsible for its own cost for the satisfaction of the obligations set forth herein.

XI. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

XII. Limitation on Liability. Each party shall be responsible for its own actions, and the actions of its employees, contractors, subcontractors, and agents, conducted pursuant to this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

XIII. General Terms.

- A. **Choice of Law and Forum.** This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes

subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Henry County, Tennessee.

- B. **Notices.** All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified mail, return receipt requested. Notices sent from the City shall be mailed to the office address of the Henry County Mayor and Henry County Trustee and copied to the office address of the Henry County Attorney and Henry County Delinquent Tax Attorney. Notices sent from the County shall be mailed to the office address of the City Mayor and (if City has a City Manager) the office address of the City Manager.
- C. **Entire Agreement and Modifications in Writing.** This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.
- D. **Dispute Resolution.** The parties agree to participate in good faith non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of law.
- E. **Assignment.** The rights and obligations of this Agreement are not assignable.
- F. **Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.
- G. **Headings.** The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
- H. **Employment Practices.** Neither party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. The parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws.
- I. **Relationship Between the Parties.** The relationship of the parties shall be that of an independent Contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
- J. **Severability.** If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, or contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.
- K. **Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, County and City shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
- L. **Compliance with Laws.** The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.
- M. **Effective Date.** This Agreement shall not be binding upon the parties until it has been properly approved by the legislative bodies of the respective parties, it has then been signed first by the authorized representatives for City and then by the authorized representatives of Henry County and has been filed in the office of the County Mayor. When it has been so signed and filed, this contract shall be effective as of the date written below.

IN WITNESS WHEREOF, the County and City have executed this Agreement effective as of the date and year written below.

COUNTY

By:

_____ Date: _____

County Mayor

By:

_____ Date: _____

County Trustee

CITY

By:

_____ Date: _____

City Mayor

By:

_____ Date: _____

City Manager or Recorder

NEW BUSINESS
AGENDA ITEM NO. 5
Request to Write-Off Delinquent Property Tax

Following is a list of uncollectible property taxes that need to be written off. These have all exceeded the statute of limitations, but additionally, most of these appear to be system errors.

	<u>Name</u>	<u>Map & Parcel</u>	<u>Year(s)</u>	<u>Amount</u>
1	Fred Reed	095O-J-095O-034.00-000	2003	\$ 79.00
2	Adel Abdullatief	095N-C-095N-001.00-002	2005-2008	\$ 32.00
3	Joyce Bowden	106B-D-106B-007.00-000	2007	\$ 137.00
4	Deutsche Bank Nat'l Trust	095O-J-095O-007.00-000	2007	\$ 63.00
5	Deutsche Bank Nat'l Trust	095P-E-095P-045.00-000	2007	\$ 105.00
6	First Baptist Church	095P-D-095P-036.00-000	2007	\$ 68.00
7	First United Pentecostal	105-105-001.05-001	2007-2008	\$ 36.00
8	Wells Fargo Bank	095P-F-095P-015.00-000	2007	\$ 66.00
9	Ralph McCutcheon	105E-K-105D-024.00-000	2008	\$ 4.00
10	Reynolds Bros Oil Co.	106A-A-106A-005.00-001	2009	\$ 23.00
11	CMH Homes/Richard Coleman	096-096-098.01-000	2011-2012	\$ 12.00
12	Kotsch Carriers Inc	Ad Valorem	2008	\$ 183.00
13	KWT Railway Inc	Ad Valorem	2010	\$ 2,222.00
14	A 2 Z Transport	Ad Valorem	2008-2010	\$ 168.00
	Total			\$ 3,198.00

NEW BUSINESS
AGENDA ITEM NO. 6
2022 Property Tax Rate Ordinance (First Reading)

The current property tax rate is \$.80 per \$100 of assessed value. The following ordinance is being presented with no specific rate included. Determination of the 2022 property tax rate will be made after adequate discussion.

Ordinance No. 1283

AN ORDINANCE Fixing the Property Tax Rate
and Providing for the Date and Condition of
Payment for the Year 2022.

BE IT ORDAINED by the Board of Commissioners of the City of Paris, Tennessee, that the following shall be the property tax rate and conditions by which they may be paid for the year 2022.

SECTION 1. A tax of \$X.XX per hundred dollars (\$100) of assessed valuation on all taxable property, real and personal, within the corporate limits of the City of Paris, be and hereby is levied for the use of the City of Paris, Tennessee, for the taxable year of 2022.

SECTION 2. All taxes on property, both real and personal, shall be due and payable upon the effective date of this ordinance and shall become delinquent on the first (1st) day of March, 2023. In the event that payment is not made before March 1, 2023, the amount of said tax will become delinquent and a penalty of one and one-half percent (1.5%) for each month thereafter for twelve months upon all taxes remaining shall be imposed by the City and paid into the City Treasury.

SECTION 3. All ordinance and parts of ordinances or resolutions in conflict with this ordinance are hereby repealed.

SECTION 4. This ordinance shall take effect on the first day of October 2022.

Passed and adopted June 2, 2022.

Passed and adopted _____.

Mayor

Finance Director

NEW BUSINESS
AGENDA ITEM NO. 7
FY 2023 Proposed Budget Ordinance (First Reading)

The following proposed FY 2023 Budget Ordinance is submitted for your consideration. Items of interest include:

- An 8% COLA for all employees.
- A 10% increase in the cost of healthcare premiums.
- An increase of \$300,000 to the paving budget to bring it to \$1,000,000.
- The receipt of the second half of the Federally funded ARPA - State & Local Fiscal Recovery Fund in the amount of \$1,491,875.
- Two new full-time positions, a second Codes Enforcement Officer and another Equipment Operator II.
- Seven different grant projects including the completion of sidewalks along Wilson & Patriot Streets, new signalization in downtown (2 grants), replacement of the Rison Street bridge, a home repair/replace program, downtown building improvements, and a signalization & sidewalk project along Tyson/Mineral Wells. Total matching dollars for these grants are \$145,000.

Currently, the budget shows revenues will exceed expenditures in the General Fund by \$531,021, but if we subtract the amount of ARPA/SLFRF funds received in excess of those budgeted to be spent during FY '23 we are still in the black but only in the amount of \$39,146. We have a safe and healthy fund balance in the amount of \$5,335,404.

In the Landfill there is a planned surplus of \$56,045.

There is a significant budgeted deficit in the Sanitation Fund of \$552,898 due to two sanitation trucks to be purchased. One is a holdover from FY '22 where we ordered the truck but have not yet received it. The Sanitation Fund has a very healthy fund balance.

ORDINANCE NO. 1283

AN ORDINANCE OF THE CITY OF PARIS, TENNESSEE ADOPTING THE ANNUAL BUDGET FOR THE
FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023

WHEREAS, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with the information required by that state statute and that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the City Commission shall not make any appropriations in excess of estimated available funds except to provide for an actual emergency threatening the health, property or life of the inhabitants of the City of Paris; and

WHEREAS, the City Commission has published the annual operating budget in a newspaper of general circulation not less than ten (10) days prior to the meeting when the City Commission will consider final passage of the budget; and

NOW THEREFORE BE IT ORDAINED BY THE CITY OF PARIS, TENNESSEE AS FOLLOWS:

SECTION 1. The City Commission of the City of Paris does adopt the following revenue schedule for fiscal Year 2023:

	2021 Actual	2022 Budgeted	2023 Proposed
Property Taxes	\$1,505,035	\$1,702,000	\$1,727,000
Sales Tax (State & Local)	\$6,570,781	\$6,125,950	\$7,298,500

SECTION 2. The City of Paris City Commission does hereby adopt the following estimate of revenues, estimated unencumbered fund balances, and expenditures:

Fund	General			Sanitation		
	FY 2021 Audited	FY 2022 Budget	FY 2023 Proposed	FY 2021 Audited	FY 2022 Budget	FY 2023 Proposed
Revenues						
Local Taxes	\$9,213,874	\$8,912,200	\$10,022,950			
State of TN	1,750,182	1,512,000	1,776,800			
Federal Government	116,089	949,000	871,480			
Other Sources	2,228,819	3,144,450	3,926,273	1,652,142	1,575,400	1,675,400
Total Revenues	\$13,308,964	\$14,517,650	\$16,597,503	\$1,652,142	\$1,575,400	\$1,675,400
Expenditures						
Salaries	\$5,227,131	\$5,557,258	\$6,069,326	\$455,210	\$469,722	\$507,940
Other	7,219,804	9,298,166	9,997,156	1,048,175	1,516,984	1,720,357
Total Expenditures	\$12,446,935	\$14,855,424	\$16,066,482	\$1,503,386	\$1,986,705	\$2,228,298
Beginning Fund Balance	\$4,811,149	\$5,673,178	\$5,335,404	\$3,360,753	\$3,509,510	\$3,098,205
Ending Fund Balance	\$5,673,178	\$5,335,404	\$5,866,425	\$3,509,510	\$3,098,205	\$2,545,307
No. of FTE Employees	113	113	113	9	10	10

Fund	Landfill		
	FY 2021 Audited	FY 2022 Budget	FY 2023 Proposed
Revenues			
Local Taxes			
State of TN			
Federal Government			
Other Sources	225,987	200,500	271,450
Total Revenues	\$225,987	\$200,500	\$271,450
Expenditures			
Salaries	\$45,608	\$48,616	\$52,490
Other	648,034	152,462	162,915
Total Expenditures	\$693,642	\$201,078	\$215,405
Beginning Fund Balance	\$717,625	\$249,970	\$249,392
Ending Fund Balance	\$249,970	\$249,392	\$305,437
No. of FTE Employees	2	1	1

Fund	Drug			Cemetery		
	FY 2021 Audited	FY 2022 Budget	FY 2023 Proposed	FY 2021 Audited	FY 2022 Budget	FY 2023 Proposed
Revenues						
Local Taxes						
State of TN						
Federal Government						
Other Sources	\$58,046	\$60,050	\$42,050	\$1,462	\$1,000	\$700
Total Revenues	\$58,046	\$60,050	\$42,050	\$1,462	\$1,000	\$700
Expenditures						
Salaries						
Other	\$33,287	\$92,500	\$75,300	\$0	\$8,000	\$10,000
Total Expenditures	\$33,287	\$92,500	\$75,300	\$0	\$8,000	\$10,000
Beginning Fund Balance	\$147,591	\$172,350	\$139,900	\$351,271	\$352,733	\$345,733
Ending Fund Balance	\$172,350	\$139,900	\$106,650	\$352,733	\$345,733	\$336,433
No. of FTE Employees	0	0	0	0	0	0

SECTION 3. The City Commission of the City of Paris accordingly appropriate from the estimate of revenues and unencumbered fund balances the following amounts for Fiscal Year 2023 (July 1, 2022 through June 30, 2023) the following amounts as set forth above:

General Fund	\$21,932,907
Sanitation	4,773,605
Landfill	520,842
Drug Fund	181,950
Cemetery Fund	346,433
Total All Funds	\$27,755,737

SECTION 4. The City Commission acknowledges the following indebtedness on behalf of the City:

**CITY OF PARIS SCHEDULE OF OUTSTANDING DEBT
FISCAL YEAR 2023 DEBT SERVICE PAYMENT**

	Authorized Unissued	Outstanding	Payment Fund	Principal	Interest	Total Debt Service
LOAN AGREEMENTS						
RDA Loan 2012	0	22,17	Economic	22,917	0	22,917
TOTAL LOANS	\$0	\$22,917		\$22,917	\$0	\$22,917
GO BONDS						
TML Bond Series 2012	\$0	\$208,740	General	\$110,000	\$8,320	\$118,320
TML Bond Series 2015	0	695,000	General	260,000	20,000	\$280,000
Energy Cons Bond 2017	0	2,085,000	General	130,000	10,202	\$140,202
TML Bond Series 2020	0	831,000	General	91,000	15,946	\$106,946
TOTAL BONDS	\$0	\$3,819,740		\$591,000	\$54,468	\$645,468

SECTION 5. For Fiscal Year 2023, the following capital projects as proposed:

Project	Proposed Appropriation Amount	By Debt
STBG for Signal Replacement	\$31,500	\$0
Rison St. Bridge Replacement	\$167,500	\$0
2018 TA Grant for Sidewalks	\$520,600	\$0
2020 Multimodal Access Grant	\$46,000	\$0
2021 Multimodal Access Grant	\$50,000	\$0

SECTION 6. A detailed financial plan will be attached to this budget and become part of this budget ordinance.

SECTION 7. All encumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 8. This ordinance shall take effect July 1, 2022, the public welfare requiring it.

Mayor

Finance Director

NEW BUSINESS
AGENDA ITEM NO. 8
Request to Acquire Undeveloped Alley off of Maple Street

The following email was received from Ms. Julia Puckett of 201 Maple St. She is requesting acquisition of the below noted undeveloped ROW. As is customary, this request should be referred to the Planning Commission for their recommendation.

From: J28ulia puckett <grannypuckett65@yahoo.com>
Sent: Monday, May 23, 2022 1:47 PM
To: Jennifer Morris <jmorris@cityofparistn.gov>
Subject: Strip of land on maple street

We are interested in acquiring the 20 foot strip of property adjacent to 201 Maple street at the intersection of Maple and Brown street. We own both sides of this strip and would like to join them. There is a split tree ready to fall possibly towards our house and another dead one plus a bunch of old trash and debris in the ditch. If we owned the property we would clean it up lowering any additional cost to the city. We appreciate your time and consideration on this matter. Thank you and God bless.

Michael and Julia Puckett.

Request to Acquire Undeveloped Right-of-Way
at Maple and Brown Streets



NEW BUSINESS
AGENDA ITEM NO. 9
Purchase of Land Adjacent to the P-HC Landfill

The City Manager was contacted last week by a local real estate agent about a 2.2 acre undeveloped parcel of land on Jones Bend Road adjacent to the P-HC Landfill to see if the City would be interested in purchasing it. After discussions with the Landfill Superintendent and the County Mayor, the City Manager is requesting approval to enter into negotiations with the property owner to acquire this small piece of property.



**NEW BUSINESS
AGENDA ITEM NO. 10**

**Consideration of Reappointment of David Flowers to the Paris Utility Authority Board of
Directors**

PUA President and General Manager Terry Wimberley sent the following message in regard to this request:

Paris Utility Authority Board member David Flowers' current term is set to expire on June 30, 2022. On May 24, 2022, the PUA reappointed Mr. Flowers to a new four-year term. The PUA Board is seeking the approval of Mr. Flowers' reappointment at the June 2 meeting of the City Commission. Mr. Flowers has served on the Board since 1991 and has served as Chairman since 2009.

STATUS OF VARIOUS PROJECTS
June 2022

	PRIMARY STAFF	TARGET COMPLETION DATE(S)	
HOME Grant	Morris/Foster	2024	Jim Pillow is still working through the inspections of the first five houses, he thinks at least three of them will be rebuilds.
Back Alley Paris	Foster/Morris/ Ray (DA)	June 2022	Dan Knowles has completed his mural celebrating the first 100 years of Paris & HC titled 1822-1922 PEOPLE - PLACES – PROGRESS. The mural will be hung when work is completed on the wall in the west alley where the mural is to be installed.
TA Grant for Sidewalks along Wilson & Patriot	Foster/Morris	Fall 2022	All curb and gutter and piping complete on Patriot. Sidewalks 80% complete on Patriot. Contractor plans to complete sidewalk, backfill and sod on Patriot and then progress down Wilson. Progress meeting scheduled for June 1 at 2:00 PM.
2018 STBG Project for Signalization & Safety Upgrades at 3 Intersections Downtown	Foster/Morris	Fall 2024	Preliminary plans completed and undergoing in-house review. Comments from in-house review to be addressed and preliminary plans to be submitted to TDOT first week of June. Early utility coordination continues, will be closed out May 27, 2022.
Rison St Bridge Replacement	Foster/Morris	Summer 2024	Some additional information was requested for the Preliminary ROW plans, and it has been sent to TDOT. Applications for the SWPPP & GARAP permits were submitted 3-29-22. Additional information was requested for the GARAP permit.
2020 Multimodal Access Grant for 4 Downtown Intersections	Foster/ Morris	Fall 2024	NEPA continues. SDC form submitted to TDOT. One of the comments from TDOT was to complete an Environmental Justice Analysis. This has been completed by TLM and submitted. Comments received from TDOT have been addressed and returned. Waiting on TDOT approval. TLM and signal designer working on adjustments of pole and pedestal placement. TLM to revise budget once signal adjustments are complete. Work on preliminary plans continues.
2021 Multimodal Access Grant for Tyson/M.W. Intersection Upgrades & Sidewalk	Foster/Morris	Fall 2025	The contract has been fully executed, we are now in the process of advertising for and selecting a consultant engineer.
2021 TA Grant for Sidewalk Project along Fairgrounds & Royal Oak	Foster	Winter of 2025 (if awarded)	We submitted our application. Award announcements are expected in the summer.

ARPA Funds	Foster/Morris/ Shannon	December 2026	Our spend plan was submitted to the Federal portal at the end of April. Staff has begun to work on projects approved by Commission in April.
TDEC Water Infrastructure Improvement (WII) Grant	Foster/Schrader	Spring 2026	A Public Input Meeting was held May 2 and several residents were in attendance. Mapping and field work has begun. TLM has met with City regarding GIS mapping and coordination.
Downtown Improvement Grant	Morris/Crouch/Foster	Fall 2024	Five projects have been completed! Seven more are awaiting work to begin with three of them scheduled to start June 15. Two projects are stalled due to a failed purchase.
Municipal Facilities Study	Foster	Spring 2023	TLM will conduct an evaluation of existing facilities and recommend future improvements and budget estimates. The evaluation process is scheduled to begin either this week or next.

Notes from the City Manager

- The 2022 Tax Rate Ordinance and the 2023 Budget Ordinance require passage before July 1 so a special called meeting needs to be scheduled before the end of June. We typically schedule a meeting in the last week of the month. Staff is suggesting a date be chosen June 23 or later.

- Based on our contractual agreement with WC Waste, pricing per ton for waste carried from the transfer station will go from \$34.97/ton to \$36.08/ton effective July 1. To compensate for this increase we are proposing a \$1/ton increase on gate pricing for solid waste, going from \$38/ton to \$39/ton. We are also proposing that a minimum weight load be moved from 750 lbs to 500 lbs but maintain a minimum load charge of \$15. This change will mainly affect commercial customers, not residential.