Cross Plains City Commission
Regular Meeting Agenda

Thursday, April 3, 2025 at 7:00 P.M.
at Cross Plains City Hall

1. Call to Order.

2. Invocation and Pledge of Allegiance.

3. Proclamation presentation.

4. Minutes of Previous Meetings.
   a. March 6, 2025 Regular Commission Meeting.

5. Financial Report – March 2025
   a. General Fund checking: $ 110,999.26
   b. Fire Fund checking: $ 66,533.98
   c. CD's:

Playground	$ 13,064.94
General	$ 892,856.76
Roads	$ 96,102.79

6. Reports - Mayor Graves
   a. Fire Dept – 87 calls (32 inside city/55 outside city)
      Fuel – 130.1 gas/75.4 diesel
   b. Police Dept – 46 calls for service/143 calls went through Robt Co Dispatch/4 calls by RCSO
      Fuel – 329 gallons
   c. Building Dept – 2 permits/4 inspections
   d. Parks update – Jimmy Ring

7. Public Comments (Limited to 3 minutes).

8. Old Business –
   a. ISO Update – Fire Chief.

9. New Business –
   a. Request by Dave and Kathy DeRose for City to amend its Charter to allow non-resident property owners to vote in city elections.
   b. Mayor's appointment of Historic Commission members.
   c. Resolution 25-02, to declare certain police and fire radios as surplus property and directing sale or disposal of same.
   d. Ordinance 25-02, to amend the 2024-25 Fiscal Year Budget related to fire department personnel.
   e. Approval of Audit Contract for FY ending 6/30/25.
   f. Kilgore Park field rental agreement and fees.
   g. Kilgore Park ballfield light repair quotes.
   h. Kilgore Park concession stand grill area fencing.
   i. Kilgore Park (Jr Pro football) field repair quotes.
   j. Schedule budget work session.

10. Adjournment.

Cross Plains City Commission
Regular Meeting Minutes

Thursday, March 6, 2025, at 7:00 P.M.

The Cross Plains City Commission met in a regular session on Thursday, March 6, 2025 at Cross Plains City Hall with the following board members present: Marlene Graves, Mayor; Ronald "Dukie" Eden, Vice Mayor; and Commissioners Barry Faulkner, Sherry Johnson and Jimmie Vaughn. Also present: City Recorder/Interim City Manager Holly Murphy.

1. Call to Order.
   Mayor Graves welcomed the delegation and called the meeting to order at 7:00 p.m.

2. Invocation and Pledge of Allegiance
   Pastor Richard Garza from Cross Plains Church of Christ gave the invocation followed by the Pledge to the Flag led by Mayor Graves.

3. Minutes of Previous Meetings.
   a. February 6, 2025 Regular Commission Meeting
      Motion to approve the January 9, 2025 meeting minutes made by Commissioner Johnson, seconded by Vice Mayor Eden. Motion passed unanimously.

4. Financial Report – February 2025
   City Recorder/Interim City Manager Holly Murphy reported on the bank and CD balances as follows: General Fund checking: $134,510.31; Fire Fund checking: $62,995.55; CD's: Playground $13,064.94; General: $892,856.76; Roads: $96,102.79.
   Motion to approve the February Financial Report made by Vice Mayor Eden, seconded by Commissioner Johnson. Motion passed unanimously.

5. Reports – Mayor Graves gave the department reports as follows:
   a. Fire - 89 calls (29 inside city/60 outside city)
      Fuel – 105.8 gas/80.0 diesel
   b. Police – 49 calls
      Fuel – 352.6 gallons
   c. Building Dept – 2 Permits/6 Inspections.

6. Public Comments. (Limited to 3 minutes)
   There were no public comments.

7. Old Business
   a. City Manager position.
      Mayor Graves asked for direction on the city manager position and whether they want to proceed with interviewing any of the candidates. The Board agreed to have Mr. Jaeckel recommend the top three candidates and to move forward with the interviews. Interim City Manager Murphy will contact Gary and report back on the interview process.
   b. ISO Update – Fire Chief
      Chief Tommy Jackson advised that the MTAS Fire Consultant indicated that they're close enough now that if they get the manpower necessary for structure fires, their rating will go to a 5. The Chief's plan was to hire three part-time firemen to fill at City Hall as needed and six part-time firemen to staff the Owens Chapel station. The three positions at City Hall have been filled and they've been in training the last couple of weeks. All of the part-timers will have to go through 1st Responder classes and eventually the fire academy. Applications have been received for the other

part-time positions, which are not funded in the current budget. Tommy also advised that the new fire engine was put into service this week.

Interim Manager Murphy estimates the Fire Department salaries will be over budget by around $30,000 and if they want to move forward with hiring the other firemen, she can include that cost in a budget amendment and pull the money from the General Fund. She also mentioned the Safer Grant that opens up in April and the City will be applying for it, which pays 100% of the firemen salaries for five years. Chief Jackson recommended four part-time positions to staff the Owens Chapel station and estimates the salaries to be around $110,000 a year.

Mayor Graves made a motion to authorize the hiring of four part-time firemen to staff the Owens Chapel Fire Station, seconded by Vice Mayor Eden. Motion passed unanimously.

8. New Business

a. Request from Cross Plains Community Chamber to put a 'Little Free Library at City Hall.

Cross Plains Community Chairman President Brandy Hasting asked if the city would consider allowing them to place a 'Little Free Library' in the city park by the small pavilion, which will be stocked with children's books. City Hall was considered but the park is a better option for kids. Brandy described the Little Free Library as a tiny library box exchange that functions on the honor system and is available 24/7. All the books will be donated. Vandalism was mentioned as a concern but Chief Hilgadiack advised that there are several cameras throughout the park.

Commissioner Johnson made a motion to allow the Community Chamber to place a Little Free Library at the park, seconded by Vice Mayor Eden. Motion passed unanimously.

a. Roadblock Fundraiser Permit request – ~~Shriners Hospital~~, St. Jude's Children's Hospital, March 29, 2025.

Amber Lee Harp introduced her daughter Addison who will participate in a lady's coon hunt in Decatur County, TN on April 10th where they will be raising money for St. Jude's Children's Hospital. The City has allowed Addison to do fundraising roadblocks for St. Jude's the last two years. Last year she raised $2,300 in Cross Plains and she donated a total of $10,000 to the Children's Hospital.

Mayor Graves made a motion to approve the roadblock permit for March 29, 2025 from 8 a.m. – Noon. Vice Mayor Eden seconded the motion. Motion passed unanimously.

Commissioner Faulkner inquired about the ballfield lights that need repaired. Park Supervisor Jimmy Ring advised they are in the process of getting quotes since the guy who did it last year is not available. They've reached out to a few electric companies and are awaiting a response.

Commissioner Vaughn has had a couple of residents mention dogs not being on leashes at the park and he asked if it's posted. Jimmy advised that it is posted but they could probably add a couple more signs. He's aware of it also and plans to discuss a course of action at the upcoming parks & rec meeting.

9. Adjournment.

Commissioner Vaughn made the motion to adjourn, seconded by Commissioner Johnson. Motion passed unanimously.

Meeting adjourned at 7:41 p.m.

_____

City Recorder

_____

Mayor

City Of Cross Plains
Year to Date Budget
For the Nine Months Ending March 31, 2025

	Year to Date Actual	Total Budget	Budget Balance
Revenues			
Intergovernmental Revenues			
Local Opt Sales Tax	450,040.22	645,000.00	194,959.78
State - TVA Allocation	10,867.08	18,000.00	7,132.92
State Sales Tax	168,409.18	221,000.00	52,590.82
State - Sportsbetting	2,829.69	3,500.00	670.31
State Income Tax	0.00	150.00	150.00
State Beer Tax	1,080.89	9,000.00	7,919.11
State - Mixed Drink Tax	8,893.50	0.00	(8,893.50)
State City Street & Trans.	2,450.60	3,200.00	749.40
State Transp. Modernization	577.85	600.00	22.15
State Gas-Motor Fuel Tax	24,483.77	33,300.00	8,816.23
State Gas-1989 Tax	3,429.43	5,200.00	1,770.57
State Gas-Improve Tax	12,325.17	16,700.00	4,374.83
State Gas-3 cent tax	7,549.07	9,700.00	2,150.93
Total Intergovernmental Revenues	692,936.45	965,350.00	272,413.55
Other Revenues			
Wholesale Beer Tax-7%	50,588.54	73,000.00	22,411.46
Springfield Gas	0.00	4,500.00	4,500.00
Cable TV Franchise Fees	4,746.40	9,500.00	4,753.60
Beer Permits/Priv Tax	1,038.76	1,000.00	(38.76)
Building Permits	3,957.00	13,500.00	9,543.00
Pavilion Revenue	1,000.00	1,000.00	0.00
Accident Reports	65.00	100.00	35.00
Ballfield Rental Revenue	270.00	0.00	(270.00)
Fines and Tickets	162,149.06	175,000.00	12,850.94
County Court Fines Allocation	131.10	600.00	468.90
Billboard Sign Revenue	0.00	1,320.00	1,320.00
SBA Telecomm. Tower Inc.	13,992.08	17,000.00	3,007.92
Rent - Wheat commission	5,352.09	15,000.00	9,647.91
Interest Income	18,887.64	30,000.00	11,112.36
State Supplement	2,400.00	0.00	(2,400.00)
THSO Grant Proceeds	7,980.00	0.00	(7,980.00)
Police Retention Grant	3,250.00	10,000.00	6,750.00
Miscellaneous Income	13,839.23	20,000.00	6,160.77
Donations	1,800.00	0.00	(1,800.00)
From Fund Bal-CAPITAL OUTLAY	0.00	342,806.00	342,806.00
Total Other Revenues	291,446.90	714,326.00	422,879.10
Total Revenues	984,383.35	1,679,676.00	695,292.65

City Of Cross Plains
Year to Date Budget
For the Nine Months Ending March 31, 2025

	Year to Date Actual	Total Budget	Budget Balance
Expenditures			
General Government			
City Recorder - Salary	42,139.86	55,703.70	13,563.84
Court Clerk - Salary	27,257.97	40,000.00	12,742.03
Mayor Salary	3,740.00	4,800.00	1,060.00
Commissioners Salary	4,059.00	5,904.00	1,845.00
Building Inspector Salary	10,156.50	13,542.02	3,385.52
City Manager - Salary	5,794.50	18,000.00	12,205.50
Maint. Supervisor	2,370.51	3,160.64	790.13
Office Help labor	6,081.75	12,000.00	5,918.25
Health Insurance	4,577.29	8,100.00	3,522.71
Christmas Bonus	6,900.00	5,850.00	(1,050.00)
Payroll Taxes	133,446.25	70,000.00	(63,446.25)
Workers Comp. Insurance	20,727.00	20,727.00	0.00
Litigation Tax	16,305.59	17,000.00	694.41
Election Expense	0.00	200.00	200.00
Printing and Advertising	1,628.30	1,500.00	(128.30)
Dues and Subscriptions	4,992.88	1,575.00	(3,417.88)
Misc. Fees	20,629.75	23,500.00	2,870.25
Telephone&Internet	5,668.83	10,500.00	4,831.17
Cell Phone	3,337.57	4,200.00	862.43
Cell Phone-City Mgr/Maint	120.00	360.00	240.00
Legal & Audit	5,299.80	10,000.00	4,700.20
Mileage	72.05	250.00	177.95
Office Supplies	1,699.38	2,500.00	800.62
Postage	443.70	500.00	56.30
Education	971.84	1,200.00	228.16
Insurance (Auto & Liab.)	39,171.00	39,171.00	0.00
Insurance (Property)	14,948.00	14,948.00	0.00
Retirement Funding	1,800.00	2,200.00	400.00
Surety Bonds	140.00	200.00	60.00
Bank Charges	0.00	50.00	50.00
Donations	32,500.00	32,500.00	0.00
Landscaping Expenses	0.00	500.00	500.00
Park Expenses	18,949.49	20,000.00	1,050.51
Park Restroom	0.00	1,500.00	1,500.00
JR Pro football park expense	0.00	10,000.00	10,000.00
Park-batting cage	4,000.00	5,000.00	1,000.00
Park-PA system	0.00	4,000.00	4,000.00
Park-soccer expense	0.00	500.00	500.00
Pavilion rent/dep refund	300.00	300.00	0.00
Fireworks	0.00	20,000.00	20,000.00
Parks - CAPITAL OUTLAY	152,806.00	152,806.00	0.00
Park mowing and maintenance	7,115.59	20,420.00	13,304.41
Office Equipment	2,041.75	1,500.00	(541.75)
Judge salary	6,750.00	9,000.00	2,250.00
Total General Govt. Expenses	608,942.15	665,667.36	56,725.21
Police Department			
Police Chief Salaries	59,192.41	81,000.00	21,807.59
Police Salaries	83,815.75	109,719.97	25,904.22
Police Salaries-Crossing Guard	8,363.77	9,500.00	1,136.23
Police - Health Insurance	11,562.08	16,000.00	4,437.92
Police - Training	3,287.70	3,000.00	(287.70)
E911 Communication District	21,342.87	28,457.13	7,114.26
Police - Auto Repairs	4,255.71	6,200.00	1,944.29
Police - Station & Bldg	359.24	8,500.00	8,140.76
Police - Uniforms	5,152.79	7,000.00	1,847.21

City Of Cross Plains
Year to Date Budget
For the Nine Months Ending March 31, 2025

	Year to Date Actual	Total Budget	Budget Balance
Police - Gas & Grease	15,578.00	25,000.00	9,422.00
Police - Misc Expense	9,462.84	2,500.00	(6,962.84)
Police - Equipment	21,693.38	25,000.00	3,306.62
Police Vehicle Payments	53,054.25	55,000.00	1,945.75
Police - Supplement pay	1,600.00	0.00	(1,600.00)
Police retirement	3,600.00	7,200.00	3,600.00
Total Police Dept. Expenses	302,320.79	384,077.10	81,756.31
Fire Department			
Fire Chief Salary	38,890.34	53,218.20	14,327.86
Fire - Insurance	12,531.08	20,000.00	7,468.92
Volunteer Firemen	10,440.00	20,000.00	9,560.00
Fire - Equip/Capital Outay	140,000.00	140,000.00	0.00
Total Fire Department	201,861.42	233,218.20	31,356.78
Highways and Streets			
Public Wks - Soccer lights	1,539.68	1,400.00	(139.68)
Village Green road engineer fe	0.00	35,000.00	35,000.00
Public Wks - Street Signs	455.06	2,000.00	1,544.94
Public Wks - Street Maint.	9,138.06	50,000.00	40,861.94
Public Works -Street Lights	28,649.07	46,000.00	17,350.93
Total Highways and Street	39,781.87	134,400.00	94,618.13
Building and Grounds Maintenance			
Electricity (buildings)	3,002.23	5,700.00	2,697.77
Water (bldgs)	2,532.59	4,300.00	1,767.41
Natural Gas (bldgs)	1,164.18	3,000.00	1,835.82
Maintenance	30,451.60	28,249.81	(2,201.79)
Janitorial Supplies	776.12	1,400.00	623.88
Total Bldg and Grounds Maint.	37,926.72	42,649.81	4,723.09
Total Expenditures	1,190,832.95	1,460,012.47	269,179.52
Excess Revenues over Expenses	**(206,449.60)**	**219,663.53**	**426,113.13**
Transfers			
Total Transfers	0.00	0.00	0.00
Excess Revenues over Expenditures	**$ (206,449.60)**	**$ 219,663.53**	**426,113.13**

City Of Cross Plains
Year to Date Budget
For the Nine Months Ending March 31, 2025

FIRE DEPT SPECIAL REVENUE	Year to Date Actual	Total Budget	Budget Balance
Interest Income - Fire Dept	$ 42.30	$ 0.00	(42.30)
County Fire Revenue	174,985.59	233,314.00	58,328.41
Fire dept donation	380.00	50.00	(330.00)
Robt Co EMS 1/2 Utilities	2,700.00	3,600.00	900.00
From Fund Balance-FD	0.00	50,000.00	50,000.00
Total Revenues	178,107.89	286,964.00	108,856.11
Fire Dept - Equipment Puchases	10,332.58	8,000.00	(2,332.58)
Fire Dept - Supplies	224.77	1,000.00	775.23
Vehicle Maintenance	7,452.23	12,000.00	4,547.77
Fire Station & Building	7,108.12	12,500.00	5,391.88
Fire Dept - Telephone	0.00	1,000.00	1,000.00
Fire Dept - Uniforms	3,918.51	2,000.00	(1,918.51)
Fire Prevention Expenses	849.00	2,100.00	1,251.00
Owens Chapel Fire Hall	1,915.19	2,250.00	334.81
Volunteer Fireman	175.00	10,000.00	9,825.00
Fire Dept - Misc Expense	3,452.55	0.00	(3,452.55)
Fire Dept - Training	1,448.39	1,800.00	351.61
Fire Dept - 911 Costs	6,629.40	8,839.24	2,209.84
Paid Fulltime Firemen	110,266.50	135,000.00	24,733.50
Firemen retirement	1,200.00	2,400.00	1,200.00
Firemen Insurance cost	151.56	0.00	(151.56)
Capital Outlay- Fire Truck	80,000.00	80,000.00	0.00
Total Expenses	235,123.80	278,889.24	43,765.44
Excess Revenues over Expenses	$ (57,015.91)	$ 8,074.76	65,090.67

RESOLUTION 25-02

A RESOLUTION TO DECLARE CERTAIN POLICE AND FIRE RADIOS AS SURPLUS PROPERTY AND DIRECTING THE SALE OR DISPOSAL OF SAME.

WHEREAS, the City of Cross Plains is in possession of radios that are no longer in service and/or no longer needed; and

WHEREAS, it is in the best interest of the City to dispose of surplus or out-of-service property.

NOW THEREFORE, BE IT RESOLVED by the Cross Plains Board of Commissioners that:

Section 1. The following items are hereby declared surplus or out-of-service property:

Police Department:

- **4 Kenwood NX-300 Portable Radios - Serial # B6810274, B4A01116, B6810267, B4A00746**
- **3 chargers**
- **4 Kenwood NX-800 Mobile Radios - Serial # B6A10246, B4A00485, B67910378, B4A00487**
- **4 microphones**

Fire Department:

- **7 Kenwood NX-300 Portable Radios – Serial #B4700368M, B4A01064, B4A01087, B4700366, B4A01111, B4A01085, B4A01113**
- **7 KSC-32 chargers**
- **8 Kewood NX-800 Mobile Radios – Serial #B4A00472, B4A00489, B4A00486, B4A00488, B4A00471, B4A0470, B4A00468, B4A00474**
- **1 VX-2200 Mobile Radio – Serial # 4B3Q122601**

Section 2. The City Manager may dispose of the property in a manner deemed appropriate. As a general rule, items of value shall be offered to the public for sale to the highest bidder. Items offered for sale but not purchased may be discarded.

RESOLVED, this the 6th day of March, 2025.

Board of Commissioners

_____

Marlene Graves, Mayor

ATTEST:

_____

Holly Murphy, City Recorder

CITY OF CROSS PLAINS, TENNESSEE
ORDINANCE 25-02

AN ORDINANCE TO AMEND ORDINANCE 24-01, THE 2024-2025 FISCAL YEAR BUDGET, TO REFLECT THE ACTUAL REVENUE AND EXPENSES IN THE FIRE DEPARTMENT.

WHEREAS, the City of Cross Plains adopted the 2024-2025 Fiscal Year Budget by passage of Ordinance 24-01 on May 2, 2024; and

WHEREAS, the City Commission finds it necessary to hire additional part-time firefighters in an effort to improve the City's ISO rating; and

WHEREAS, Tennessee Code Annotated Title 6, Chapter 56, Section 208 allows the governing body to amend the annual budget ordinance in the same manner as any other ordinance may be amended.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF CROSS PLAINS, TENNESSEE that Ordinance 24-01, the 2024-2025 Fiscal Year Budget, as amended by Ordinance 25-01, shall be amended as follows:

SECTION 1. Anticipated revenues for said budget are changed as follows:

	Original (amended)	New
General Fund - Revenue		
From Fund Balance (transfer to Fire Dept $42,925)	342,806	335,731
Special Fire Fund Revenue		
From General Fund	-0-	42,925

SECTION 2. Appropriations for said budget are amended as follows:

	Original	New
Special Fire Fund - Expenditures		
Volunteer Firemen	10,000	1,000
Paid F/T & P/T Firemen	135,000	195,000

SECTION 3. Estimated Fund Balances at 6/30/25 are as follows:

	Original	New
General Fund	1,258,068	1,265,142
Fire Dept Special Revenue Fund	89,221	31,146

SECTION 4. A detailed financial plan will be attached to this budget as Exhibit A and become part of the budget ordinance.

SECTION 5. This ordinance shall become effective immediately upon passage, the public welfare requiring it.

Passed First Reading: _____
Public Hearing: _____
Passed Second Reading: _____

Board of Commissioners

_____
Marlene Graves, Mayor

Attest:

_____
Holly L. Murphy, City Recorder

City of Cross Plains
Ordinance 25-02
2024 - 2025 Budget Amendment

EXHIBIT A

		Ordinance 24-01 2024-25 Budget ADOPTED	Ordinance 25-01 2024-25 Budget Amendment#1	Total Budget after Amendment#1	Ordinance 25-02 2024-25 Budget Amendment#2	Increase/ (Decrease)	Total Budget after Amendment#2
GF From Fund Balance - Capital Outlay Ord 25-01			342,806.00	342,806.00	(50,000.00)		292,806.00
GF Est FB@6/30/25 Ord 25-01 ~~$1,268,065~~ ~~$1,308,065~~							
GF From Fund Balance/Transfer to FD Ord 25-02					42,925.24	42,925.24	42,925.24
GF Est Fund Bal@6/30/25 ~~$1,265,142~~							335,731.24
FIRE DEPT SPECIAL REVENUE FUND							
FD Special Rev beginning FB@6/30/24 - $131,146							
Revenue							
Interest Income - Fire Dept		-					
County Fire Revenue		222,000.00	233,314.00	233,314.00			233,314.00
Fire Dept Donations		50.00		50.00			50.00
Robt Co EMS - 1/2 Utilities		0	3,600.00	3,600.00			3,600.00
From General Fund					42,925.24	42,925.24	42,925.24
Total Revenues- Fire Fund		**222,050.00**		236,964.00			**279,889.24**
FROM FUND BALANCE - Capital Outlay		**-**	**50,000.00**	**50,000.00**			**50,000.00**
Total Revenues- Fire Fund AMENDED				**286,964.00**		**42,925.24**	**329,889.24**
Expenditures							
Fire Dept - Equipment Purchases	36,500	8,000.00		8,000.00			8,000.00
Fire Truck/Capital Outlay		30,000.00	**50,000.00**	80,000.00			80,000.00
Fire Dept. Supplies		1,000.00		1,000.00			1,000.00
Vehicle Maintenance		12,000.00		12,000.00			12,000.00
Fire Station & Building		12,500.00		12,500.00			12,500.00
Fire Dept. Telephone		1,000.00		1,000.00			1,000.00
Fire Dept. Uniforms (Turnout gear)	4,000	2,000.00		2,000.00			2,000.00
Fire Prevention Expenses		2,100.00		2,100.00			2,100.00
Owens Chapel Fire Hall	3,000	2,250.00		2,250.00			2,250.00
Volunteer Firemen		10,000.00		10,000.00	1,000.00	(9,000.00)	1,000.00
Paid Fulltime Firemen		135,000.00		135,000.00	60,000.00	60,000.00	195,000.00
Fire Dept - Misc Expense		-					
Fire Dept - Training	2,500	1,800.00		1,800.00			1,800.00
Fire Dept - 911 Costs		8,839.24		8,839.24			8,839.24
Firemen Retirement Funding		-	2,400.00	2,400.00			2,400.00
Firemen Insurance Cost	1,600						
Total Expenditures- Fire Fund		**226,489.24**		**278,889.24**			**329,889.24**
	47,600						
Total Expenditures- Fire Fund AMENDED				**278,889.24**		**51,000.00**	**329,889.24**
FIRE FUND Excess Revenues over Expenses		(4,439.24)					
FIRE FUND Excess Revenues over Expenses AMENDED				**8,074.76**		**(8,074.76)**	**-**
FD Spec Rev Est ending Fund Bal as amended Ord 25-01 ~~$89,220.76~~ $39,220.76							
FD Spec Rev Est ending Fund Bal@6/30/25 as amended Ord 25-02 $31,146.00							

Beginning Fund Bal		$	131,146.00
	-	$	(50,000.00)
	+		236,964.00
	+		42,925.24
	=	$	361,035.24
	-	$	(278,889.24)
	-	$	(51,000.00)
Ending FB	=	$	**31,146.00**

CONTRACT TO AUDIT ACCOUNTS
OF
City of Cross Plains

FROM July 01, 2024 TO June 30, 2025

This agreement made this **5th** day of **February 2025**, by and between **John R. Poole, 134 Northlake Drive, Hendersonville, TN 37075**, hereinafter referred to as the "auditor" and **City of Cross Plains**, of **7622 Highway 25 East, Cross Plains, TN 37049**, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning **July 01, 2024**, and ending **June 30, 2025** with the **exceptions listed below**:

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:

   a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.

   b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB's Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on management's responses as appropriate, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB's Uniform Guidance and for other findings in accordance with Tennessee Code Annotated § 9-3-407, and the *Audit Manual*. The corrective action plan is only applicable to findings published in the audit report.

5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish **as needed** printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed no later than **December 31, 2025, or six (6) months following the period to be audited, whichever is earlier, without explanation to the Comptroller of the Treasury, State of Tennessee, and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30 following the fiscal year being audited.)** Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in Tennessee Code Annotated § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Not withstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the

organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management, those charged with governance, and the auditor for such additional investigation.

8. **Group Audits**. The provisions of Section 8 relate exclusively to contracts to audit components of a group under AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g., a fund, component unit, or other component) **of a county government that is audited by the Division of Local Government Audit (LGA)**. Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.

b) The contracting auditor shall be considered the "component auditor" for purposes of this section.

c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 10 (Special Provisions). (Component financial statementsthat are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)

d) *The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.*

e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.

f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.

g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.

h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to **update subsequent events** between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.

i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular **related parties** in the notes to the financial statements, and **material misstatement** findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e., group management) on a timely basis **related parties** not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.

j) The component auditor's report should not be restricted as to use in accordance with AU-C 905.

k) Sections 1-7 and Sections 10-14 of this contract are also applicable to the component auditor during the performance of the component audit.

9. **Municipal Chart of Accounts Crosswalk**. The provisions of Section 9 relate exclusively to contracts to audit of a municipality, municipality's fund(s), and municipality's school board of education. The auditor shall convert respective municipal audited financial data into a condensed chart of accounts by use of a Microsoft Excel crosswalk tool prescribed by the Comptroller of the Treasury, State of Tennessee, **or** if a respective municipality, municipality's fund(s), or municipality's school board of education chooses to convert their own audited financial data by use of the crosswalk, the auditor shall verify the accuracy of their conversion. The completed condensed chart of accounts crosswalk in Microsoft Excel format shall be filed with the Comptroller of the Treasury, State of Tennessee, by the auditor when the audited financial report is submitted.

10. (Special Provisions)

11. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor the fee(s) listed below. (Fees may be fixed amounts or estimated.)

Fixed Contract Fee:
Audit **$3,500.00**
Municipal Chart of Accounts Crosswalk **$400.00**
Total Fixed Contract Fee **$3,900.00**
or
Estimated Contract Fee:
Audit
Municipal Chart of Accounts Crosswalk
Total Estimated Contract Fee

(If not a fixed amount, an estimated contract fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

12. As the authorized representative of the firm, I do hereby affirm that:

- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
- our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
- all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards;*
- all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

13. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 10 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

14. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

John R. Poole

Audit firm

Governmental Unit or Organization

John Poole

By

Signature

By

Signature

Title/Position: **Owner**

Title/Position:

E-mail address: **jrpoolecpa@aol.com**

E-mail address:

Date: **February 05, 2025**

Date:

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:

Parks & Recreation RENTAL APPLICATION	CROSS PLAINS TENNESSEE

GENERAL INFORMATION

Please call the Cross Plains Parks and Recreation Department at 615-636-2550 in advance to determine availability for your desired date and time. Once availability is determined, you must complete the **Rental Application** which can be sent electronically to parks@crossplainstn.gov or submitted in person at Cross Plains City Hall. Any and all payments must be made at Cross Plains City Hall between 8am – 4pm, Monday – Friday. Each field rental request is considered independent of previous requests, and any requests for ongoing weekly or monthly uses must select **Ongoing Field Rental.**

Acceptable forms of payment include cash, check or credit card (adds 3% fee). Rental agreements are not final until all paperwork is received, and payment is made in full. Payment information is not saved from previous transactions, and individual payment is required for each rental agreement.

Kilgore Park — 4 baseball fields, 2 outdoor basketball courts, 2 outdoor pickleball courts, and 1 outdoor batting cage, Activity Barn, walking trail, and 2 outdoor pavilions both a large and small option, and two playgrounds

Soccer Complex — 4 soccer fields, an outdoor pavilion, and outdoor playground

Park Location	Park Facility	Rental Fees
Kilgore Park	Baseball Fields	Resident Fee per field: $25 / 120 minutes
		Non-Resident Fee per field: $35 / 120 minutes
	Field Light Fee: $ 1 5	
	Activity Barn	Resident Fee per field: $250/ per day
		$50 will be refunded if the trash has been taken and the facility remains in proper working condition
	Pavilion (Large)	Resident Fee per field: $100 / per day
		$50 will be refunded if the trash has been taken and the facility remains in proper working condition
	Pavilion (Small)	Resident Fee per field: $100 / per day
		$50 will be refunded if the trash has been taken and the facility remains in proper working condition
	Basketball/Pickleball Courts*	Resident Fee per court: $30 / 120 minutes
		Non-Resident Fee per court: $45 / 120 minutes
	*No Lights	
Yates Cave Soccer Complex Soccer Fields *No rentals after 7 p.m.*	Small Soccer Fields (2)	$40 / 120 minutes
	Large Soccer Fields (2)	$50 / 120 minutes

Field Reservations are allowed no more than two (3) weeks prior to the desired date of use unless there is an Ongoing Field Rental Application.

Athletic field rentals are based on 120-minute rental periods.

Parks & Recreation RENTAL APPLICATION	CROSS PLAINS TENNESSEE

Phone: 615-636-2550 **Email: parks@crossplainstn.gov** **Website. Crossplainstn.gov**

Renter Name _____ Today's Date _____

Renter Group Name _____ ☐ Paid by Renter ☐ Paid by Renter Group

Phone _____ *Email* _____

Address _____ City, State, Zip _____

Rental Purpose _____ Rental Date(s) _____

RENTAL PERIODS (Check Times)

☐ 7 a.m. – 9 a.m. ☐ 9 a.m. – 11 a.m. ☐ 11 a.m. – 12 p.m. ☐ 12 p.m. – 2 p.m. ☐ 2 p.m. – 4 p.m.
☐ 4 p.m. – 6 p.m. ☐ 6 p.m. – 7 p.m.* ☐ 7 p.m. – 9 p.m.* ☐ Custom Time: _____

FACILITIES	**LIGHTING FEES** *Assessed on periods after 5 p.m. for amenities that require adequate lighting.*	**Fee Assessment** (completed by City personnel)
Kilgore Park ☐ Field 1 - $25/$35 ☐ Field 2 - $25/$35 ☐ Field 3 - $25/$35 ☐ Field 4 - $25/$35	$15 per field	$_____ x _____ = _____ (# of Rental Periods) $_____ x _____ = _____ (# of Periods after sunset)
☐ Basketball/Pickleball Courts (Per Court) - $30/$45	N/A	$_____ x _____ = _____ (# of Rental Periods)
☐ Small Pavilion - $100 per day ☐ Large Pavilion - $100 per day ☐ Activity Barn - $250 per day	N/A	$_____ x _____ = _____ (# of Rental Periods)
☐ Large Soccer Field - $50 ☐ Small Soccer Field - $40	N/A	$_____ x _____ = _____ (# of Rental Periods)

PAYMENT DUE: _____ + _____ + _____ = _____
Rental Fees Lighting Fees Deposit TOTAL DUE

By signing below, the Renter has read and agrees to the *Rental Agreement Terms, Park Rules, Cancellation and Refund Policy,* and agrees to be held personally responsible for any damages or problems caused by the Renter Group.

_____ _____ _____ _____
Renter Signature Date Parks & Recreation Department Date

RENTAL AGREEMENT TERMS

Facilities are rented on a first come, first served basis. The undersigned agreement is between the "City of Leander" and "Renter."

1. Renters and their guests must adhere to all *City Park Rules & Regulations.*
2. Organizations (Churches, businesses, club teams, etc.) renting the fields must provide proof of liability insurance to the Parks & Recreation Department naming the City of Cross Plains as additionally insured party. The copy of the liability insurance must be sent electronically to park@crossplaintn.gov accompanying the Rental Agreement.
3. Rentals wishing to use inflatables must go through approved vendors OR be able to meet the following criteria:
   a) Show documentation of the State Certification for each inflatable to be used,
   b) Provide proof of adequate liability insurance stating the City of Cross Plains as an additional insured, and c. Use water barrels or sand bags for securing inflatables. **NO STAKES CAN BE USED IN THE PARKS**

VENDORS, SOLICITORS, ADVERTISING

4. All vendors or solicitors interested in doing business on park grounds must be approved by the City of Leander and must possess a valid permit at the time of operation. Food vendors must also comply with Williamson County and Cities Health District requirements. Commercial advertising of any kind that is not approved by the City of Leander is strictly prohibited on park grounds.

PET RESTRICTIONS

5. Animals other than registered service animals are not allowed on city athletic fields. Owners with pets on park grounds must keep pets leashed and under control at all times, and all pet waste must be removed and placed into the proper receptacle.

PROTECTION OF CITY PROPERTY

6. Any alteration to or defacement of city property is prohibited. Examples include, but are not limited to, affixing signs to light posts or fences, changes to field markings, destruction of landscaping, graffiti, littering, hitting or driving golf balls, and staking tents. Installation of temporary equipment for field use must also be approved by the Parks & Recreation Department. Examples include, but are not limited to, bounce houses, dunk booths, hot air balloons, livestock enclosures, portable goals and tents.

PROTECTION OF ATHLETIC FIELDS

7. The following items are prohibited in city parks: alcoholic or other flavored beverages, campfires, (synthetic), fireworks, gas-powered vehicles, glass containers, generators, grills, skateboards, tent stakes or other ground piercing equipment, and tobacco products. All coolers and storage containers are subject to inspection by city officials. The use of coolers and storage containers by be prohibited during organized sporting events such as tournaments or play days, it will be required for the organization to visibly display if outside coolers or containers will be prohibited.
8. Motorized vehicles must remain on designated park roads and parking lots, the use of ALL vehicles on the walking trail is prohibited
9. Rental activities can only occur during regular park hours (7 a.m. to 9 p.m. daily).
10. Renters must be 18 years or older and be present on-site during the entire rental event. Renters are responsible for the conduct and behavior of their group and for enforcing the terms of the *Rental Agreement.*
11. There is no guarantee that adjacent park facilities will be operational on the day of the rental.
12. Renters must submit the *Rental Agreement* and full payment at least 1 day (24 hours) prior to the time of rental.

CANCELLATIONS & REFUNDS

13. Athletic Fields: Refunds and/or rescheduling of athletic field rentals will be made when the Parks & Recreation department closes the fields due to inclement weather, when the fields are deemed unplayable, or for maintenance. Refunds will not be given because adjacent facilities are not operational on the day of rental. **All refunds are issued at the sole discretion of the City Manager.**
14. Your Rental Reservation will be posted at the rental site. **For assistance after normal office hours (Monday-Friday, 8 a.m. to 5 p.m.) please call 615-636-2550.**
15. Failure to comply with *Rental Agreement* terms may result in a forfeiture of your deposit and the right to use City recreation facilities in the future.