Cross Plains City Commission
Regular Meeting Agenda

Thursday, November 20, 2025 at 6:30 P.M.
at Cross Plains City Hall

1. Call to Order.

2. Invocation and Pledge of Allegiance.

3. Proclamation presentation.

4. Minutes of Previous Meeting.
   a. October 2, 2025 Regular Commission Meeting.

5. Financial Report – October 2025
   a. General Fund checking: $164,474.22
   b. Fire Fund checking: $113,052.39
   c. CD's:

Playground	$ 14,377.46
General	$ 934,970.72
Roads	$ 100,932.60

6. Reports - Mayor Graves
   a. Fire Dept – 72 calls (26 inside city/46 outside city)
      Fuel – 105.2 gas/17.9 diesel
   b. Police Dept – 66 calls (83 calls went through RC Dispatch/6 calls answered by RCSO)
      Fuel – 330.1 gallons
   c. Building Dept Permits/Inspections – 3 inspections
   d. Parks Dept Update – Jim Ring

7. Public Comments (Limited to 3 minutes).

8. Public Hearings:
   a. **Ordinance 25-06**, an ordinance to adopt the 2018 Building Standards of the International Residential Code for one and two-family dwellings. (Passed 1st Reading 10/2/25).
   b. **Ordinance 25-07**, an ordinance to adopt the 2018 International Energy Conservation Code (IECC). (Passed 1st Reading 10/2/25).

9. Ordinances -
   a. **Second Reading of Ordinance 25-06**, an ordinance to adopt the 2018 Building Standards of the International Residential Code for one and two-family dwellings. (Passed 1st Reading 10/2/25).
   b. **Second Reading of Ordinance 25-07,** an ordinance to adopt the 2018 International Energy Conservation Code (IECC). (Passed 1st Reading 10/2/25).

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

11. New Business –
    a. **Resolution 25-05**, a resolution requesting the Commissioner of the TN Department of Transportation adopt East Robertson Road as a State of TN roadway.
    b. Renew Contract Agreement with RCS to conclude work on the City's Zoning Ordinance.
    c. Consider request from Boy Scout Troop 453 for a Fundraising Permit at 4-way stop.

12. Adjournment.

Cross Plains City Commission
Regular Meeting Minutes

Thursday, October 2, 2025, at 7:00 P.M.

The Cross Plains City Commission met in a regular session on Thursday, October 2, 2025 at Cross Plains City Hall with the following board members present: Marlene Graves, Mayor; Ronald "Dukie" Eden, Vice Mayor; Commissioners: Barry Faulkner, Sherry Johnson, and Jimmie Vaughn. Also present: City Manager Jeff Woodfin and Recorder Pro Tem Tammy Covington.

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
   Mr. Jeff Yates gave the invocation followed by the Pledge to the Flag led by Mayor Graves.

3. Proclamation presentation.
   This Proclamation was read and adopted last month in honor of Robertson County Mayor Billy Vogel and was to be presented to him by the city tonight but he was not in attendance.

4. Minutes of Previous Meetings.
   a. September 4, 2025 Regular Commission Meeting.
      Vice Mayor Eden made a motion to approve the September 4th minutes, seconded by Commissioner Johnson. Motion passed unanimously.

5. Financial Report – September 2025
   Mayor Graves reported on the September bank and CD balances as follows: General Fund checking $124,993.37; Fire Fund checking: $113,596.76; CD's: Playground $13,064.94; General: $916,991.42 Roads: $98,337.13.
   Commissioner Johnson made a motion to approve the September 2025 Financial Report, seconded by Vice Mayor Eden. Motion passed unanimously.

6. Reports – Mayor Graves gave the September department reports as follows:
   a. Fire Dept - 84 calls (32 inside city/52 outside city)
      Fuel – 99.4 gas/115.3 diesel
   b. Police Dept – 52 calls
      Fuel – 326.8 gallons
   c. Building Dept Permits/Inspections – 2 inspections.
      Inspector Daniel Chaney had another event to attend and was not in attendance.
   d. Parks Dept Update.
      Jimmy Ring also had a previous engagement and was not present so City Manager Jeff Woodfin gave his Park update as follows: Year-to-date rental fees $1,150; pressure washing and painting park restrooms planned for next week; 9/27 tournament involved 24 teams and brought in over 1,200 spectators to the park; Parks & Rec Board met and reviewed the rules & regulations which will be submitted to the commission for approval soon; also a reminder of Mt. Carmel's annual Trunk or Treat event on October 19 at the park with expected attendance of 1,000.

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

8. Public Hearings:

a. **Ordinance 25-04,** an ordinance to change the city commission meeting day and time to the third Thursday of each month at 6:30 P.M. beginning in November 2025.

Mayor Graves opened the Public Hearing. There were no comments on Ordinance 25-04. Public Hearing closed.

b. **Ordinance 25-05,** an ordinance to amend Ordinance 25-03, the 2025-26 Fiscal Year Budget, to reflect the actual revenue and expenses in the Police and Fire Departments.

Mayor Graves opened the Public Hearing. There were no comments on Ordinance 25-05. Public Hearing closed.

9. Ordinances –

a. **Ordinance 25-04 Second Reading,** an ordinance to change the city commission meeting day and time to the third Thursday of each month at 6:30 P.M. beginning in November 2025. (Passed 1st reading 9/4/25).

Commissioner Vaughn made a motion to approve Ordinance 25-04 on second reading, seconded by Commissioner Johnson. Motion passed unanimously. Ordinance 25-04 passed second and final reading.

b. **Ordinance 25-05 Second Reading,** an ordinance to amend Ordinance 25-03, the 2025-26 Fiscal Year Budget, to reflect the actual revenue and expenses in the Police and Fire Departments. (Passed 1st reading 9/4/25).

Vice Mayor Eden made a motion to approve Ordinance 25-05 on second reading, seconded by Commissioner Johnson. Motion passed unanimously. Ordinance 25-05 passed second and final reading.

10. Old Business -

a. ISO Update – Fire Chief Tommy Jackson

Chief Jackson recently attended an ISO class where he learned of some changes to the testing requirements which he briefly outlined along with a list of items the department has to complete before requesting a new rating. Those items are as follows: hose & ladder testing (scheduled for October 22nd); flow-test & GPS all hydrants; pump-test fire trucks; review pre-fire plans for all commercial buildings and churches; EVOC & water shuttle training; and update automatic aid agreements with Orlinda, White House Volunteer, and Greenbrier. ISO requires a minimum of 40 hours annual training but they want firefighters to have 250 hours and fire chiefs to have 500 hours annually.

Chief Jackson also mentioned constructing a 20 x 30 training building on City Hall property for in-house training, which will help the ISO rating. He has someone willing to donate the money to build it.

The Chief plans to have everything done by January, at which time he will submit the letter to ISO requesting the new rating. He was not aware of ISO's timeframe to complete the rating and get the report back to us.

11. New Business –

a. **Ordinance 25-06 First Reading,** an ordinance to adopt the 2018 Building Standards of the International Residential Code for one and two-family dwellings.

Vice Mayor Eden made a motion to approve Ordinance 25-06 on first reading, seconded by Commissioner Johnson. Motion passed unanimously. Ordinance 25-06 passed first reading.

b. **Ordinance 25-07 First Reading**, an ordinance to adopt the 2018 International Energy Conservation Code (IECC).

Commissioner Johnson made a motion to approve Ordinance 25-07 on first reading, seconded by Commissioner Vaughn. Motion passed unanimously. Ordinance 25-07 passed first reading.

c. Acknowledge Report on Debt Obligation related to the December 2024 purchase of the 2025 Freightliner Fire Truck for State Comptroller Compliance.

Commissioner Johnson made a motion to acknowledge the Debt Obligation Report on the purchase of the 2025 Fire Truck, seconded by Vice Mayor Eden. Motion passed unanimously.

d. Approve LPR Camera Policy for TDOT Compliance.

Commissioner Johnson made a motion to approve the LPR Camera Policy, seconded by Commissioner Vaughn.

Chief Hilgadiack advised that this is a standard policy. The city currently has four of these 'license plate reader' cameras and the state is adding a fifth one on Highway 25 coming into the city. The Chief said the cameras have helped solve some cases and are beneficial to the community.

Following a roll-call vote, the motion to approve the LPR Camera Policy passed unanimously.

Chief Hilgadiack also advised the Board of a radar system currently being tested for five days in the school zone to see if the city has a problem with speeders. The system is capable of issuing tickets but that will not be activated during the test period. He also mentioned East Robertson's Homecoming Parade tomorrow morning at 8:10 a.m. The parade route will start at Los Agaves and end at the high school. The police and fire departments will be on hand to direct traffic and escort the parade through town.

12. Adjournment.

Vice Mayor Eden made a motion to adjourn, seconded by Mayor Graves. Motion passed unanimously.

Meeting adjourned at 7:30 p.m.

Meeting minutes transcribe via audio recording.

_____

Holly Murphy, City Recorder

_____

Marlene Graves, Mayor

City Of Cross Plains
Year to Date Budget
For the Four Months Ending October 31, 2025

	Year to Date Actual	Total Budget	Budget Balance
Revenues			
Intergovernmental Revenues			
Local Opt Sales Tax	201,702.94	600,000.00	398,297.06
State - TVA Allocation	0.00	21,700.00	21,700.00
State Sales Tax	75,711.25	230,000.00	154,288.75
State - Sportsbetting	897.25	4,000.00	3,102.75
State Beer Tax	388.74	1,200.00	811.26
State - Mixed Drink Tax	4,369.00	12,000.00	7,631.00
State City Street & Trans.	1,084.89	3,300.00	2,215.11
State Transp. Modernization	335.71	780.00	444.29
State Gas-Motor Fuel Tax	11,202.33	35,000.00	23,797.67
State Gas-1989 Tax	1,762.62	5,500.00	3,737.38
State Gas-Improve Tax	5,639.36	16,700.00	11,060.64
State Gas-3 cent tax	3,254.66	9,700.00	6,445.34
Total Intergovernmental Revenues	306,348.75	939,880.00	633,531.25
Other Revenues			
Wholesale Beer Tax-7%	28,897.06	73,000.00	44,102.94
Springfield Gas	0.00	4,500.00	4,500.00
Cable TV Franchise Fees	2,871.11	7,000.00	4,128.89
Beer Permits/Priv Tax	0.00	800.00	800.00
Building Permits	3,514.00	15,000.00	11,486.00
Driveway Permits	0.00	1,500.00	1,500.00
Pavilion Revenue	400.00	1,500.00	1,100.00
Accident Reports	25.00	100.00	75.00
Ballfield Rental Revenue	875.00	2,000.00	1,125.00
Fines and Tickets	63,433.75	200,000.00	136,566.25
County Court Fines Allocation	171.00	200.00	29.00
Billboard Sign Revenue	0.00	1,200.00	1,200.00
SBA Telecomm. Tower Inc.	6,996.04	21,000.00	14,003.96
Rent - Wheat commission	0.00	10,000.00	10,000.00
Crop Proceeds	1,928.24	7,550.00	5,621.76
Interest Income	26,249.37	50,000.00	23,750.63
State Supplement	0.00	1,600.00	1,600.00
THSO Grant Proceeds	0.00	10,000.00	10,000.00
Police Retention Grant	3,000.00	3,000.00	0.00
Miscellaneous Income	101.47	15,000.00	14,898.53
Donations	3,000.00	0.00	(3,000.00)
Insurance Proceeds	4,000.00	0.00	(4,000.00)
Total Other Revenues	145,462.04	424,950.00	279,487.96
Total Revenues	451,810.79	1,364,830.00	913,019.21

City Of Cross Plains
Year to Date Budget
For the Four Months Ending October 31, 2025

	Year to Date Actual	Total Budget	Budget Balance
Expenditures			
General Government			
City Recorder - Salary	19,282.23	55,704.00	36,421.77
Mayor Salary	1,200.00	4,800.00	3,600.00
Commissioners Salary	2,250.00	12,000.00	9,750.00
Building Inspector Salary	3,487.50	13,950.00	10,462.50
City Manager - Salary	4,500.00	18,000.00	13,500.00
Maintenance Salaries	21,478.71	40,256.00	18,777.29
P/Time Clerical	0.00	5,000.00	5,000.00
Employee Health Ins.	3,218.79	10,355.00	7,136.21
PR Taxes/SS&Med-Employer	3,992.73	11,912.00	7,919.27
Other Medical Expenses	50.00	0.00	(50.00)
Christmas Bonus	0.00	7,000.00	7,000.00
Workers Comp. Insurance	1,000.00	25,000.00	24,000.00
Printing and Advertising	111.74	1,500.00	1,388.26
Dues and Subscriptions	1,336.00	7,000.00	5,664.00
Miscellaneous	2,637.83	10,000.00	7,362.17
Telephone&Internet	2,144.55	7,500.00	5,355.45
Cell Phones	443.62	2,400.00	1,956.38
Cell Phone-City Mgr/Maint	0.00	360.00	360.00
Contractual Services	1,041.90	5,000.00	3,958.10
Legal & Audit	300.00	5,100.00	4,800.00
Office Supplies	1,009.85	3,200.00	2,190.15
Postage	52.40	500.00	447.60
Education	635.60	2,000.00	1,364.40
Insurance (Auto & Liab.)	0.00	45,000.00	45,000.00
Insurance (Property)	0.00	20,000.00	20,000.00
Retirement Funding	0.00	2,400.00	2,400.00
Pavilion rent/dep refund	250.00	500.00	250.00
Fireworks	7,212.26	20,000.00	12,787.74
Surety Bonds	160.00	140.00	(20.00)
Bank Charges	0.00	50.00	50.00
Donations	1,000.00	8,500.00	7,500.00
Landscaping Expenses	203.99	500.00	296.01
Office Equipment	0.00	2,000.00	2,000.00
Gen Fund - Capital Outlay	0.00	7,500.00	7,500.00
Transfer to Fire Dept Fund	0.00	33,712.00	33,712.00
Total General Govt. Expenses	78,999.70	388,839.00	309,839.30
Parks & Recreation			
Park Salaries - p/time	3,085.80	12,000.00	8,914.20
PR Taxes/SS&Med-Employer	271.27	918.00	646.73
Park Utilities (elec&water)	6,706.39	15,000.00	8,293.61
Park Activities/Classes	0.00	1,000.00	1,000.00
Park Supplies (inc.janitorial)	616.50	2,500.00	1,883.50
Park Miscellaneous	217.50	1,000.00	782.50
Park Maintenance	9,297.84	10,000.00	702.16
Total Parks & Rec Expenses	20,195.30	42,418.00	22,222.70
Police Department			
Police Chief Salaries	28,879.65	83,430.00	54,550.35
Police Salaries	45,246.52	125,704.00	80,457.48
Police Salaries-Crossing Guard	2,789.53	13,000.00	10,210.47
Court Clerk Salary	14,261.58	41,200.00	26,938.42
Police - Health Insurance	5,876.68	18,300.00	12,423.32
PR Taxes/SS&Med-Employer	6,912.14	20,000.00	13,087.86
PD Contractual Services	0.00	3,300.00	3,300.00

City Of Cross Plains
Year to Date Budget
For the Four Months Ending October 31, 2025

	Year to Date Actual	Total Budget	Budget Balance
Police - Training	68.93	5,000.00	4,931.07
E911 Communication District	9,626.46	28,457.00	18,830.54
Police - Veh r&m	10,187.11	14,000.00	3,812.89
Police - Station & Bldg	0.00	2,000.00	2,000.00
Police - Uniforms	1,677.88	3,750.00	2,072.12
Police Supplies	227.07	1,000.00	772.93
PD Subscriptions & Dues	697.50	700.00	2.50
Police - Gas & Oil	3,342.78	10,000.00	6,657.22
Litigation Tax	4,620.63	19,000.00	14,379.37
City Judge Salary	3,000.00	9,000.00	6,000.00
Police - Misc Expense	521.79	2,000.00	1,478.21
Police Equip - Capital Outlay	15,834.70	38,000.00	22,165.30
Police - Cell phones/jetpacks	354.77	1,700.00	1,345.23
Police - Supplement pay	0.00	1,600.00	1,600.00
Police retirement	0.00	7,200.00	7,200.00
Total Police Dept. Expenses	154,125.72	448,341.00	294,215.28
Fire Department			
Fire Chief Salary	18,974.34	54,815.00	35,840.66
PR Taxes/SS&Med-Employer	1,707.42	5,400.00	3,692.58
Fire - Emp Insurance	5,191.12	10,354.00	5,162.88
FD Cell phone/ipad service	0.00	900.00	900.00
Volunteer Firemen	3,345.00	15,000.00	11,655.00
Total Fire Department	29,217.88	86,469.00	57,251.12
Highways and Streets			
Public Works -Street Lights	12,431.96	40,000.00	27,568.04
Public Wks - Soccer lights	401.74	1,400.00	998.26
Public Wks - Street Signs	381.43	2,000.00	1,618.57
Public Wks - Street Maint.	4,000.55	0.00	(4,000.55)
Public Wks Cap Outlay-Paving	0.00	75,000.00	75,000.00
Total Highways and Street	17,215.68	118,400.00	101,184.32
Building and Grounds Maintenance			
Electricity (buildings)	1,535.51	5,700.00	4,164.49
Water (bldgs)	794.62	4,000.00	3,205.38
Natural Gas (bldgs)	80.83	3,000.00	2,919.17
Maintenance	7,153.99	16,826.00	9,672.01
Janitorial Supplies	241.83	1,400.00	1,158.17
Total Bldg and Grounds Maint.	9,806.78	30,926.00	21,119.22
Total Expenditures	309,561.06	1,115,393.00	805,831.94
Excess Revenues over Expenses	**142,249.73**	**249,437.00**	**107,187.27**
Transfers			
Total Transfers	0.00	0.00	0.00
Excess Revenues over Expenditures	**$ 142,249.73**	**$ 249,437.00**	**107,187.27**

City Of Cross Plains
Year to Date Budget
For the Four Months Ending October 31, 2025

FIRE DEPT SPECIAL REVENUE	Year to Date Actual	Total Budget	Budget Balance
Interest Income - Fire Dept	$ 26.44	$ 50.00	23.56
County Fire Revenue	106,586.90	391,800.00	285,213.10
Donations to FD	2,300.00	0.00	(2,300.00)
Robt Co EMS 1/2 Utilities	1,200.00	3,600.00	2,400.00
Sale of Assets/Auction	0.00	3,000.00	3,000.00
From Fund Balance-FD	0.00	62,500.00	62,500.00
From General Fund	0.00	33,712.00	33,712.00
Total Revenues	110,113.34	494,662.00	384,548.66
Fire Dept - Equip Purchases	0.00	8,000.00	8,000.00
Fire Dept - Supplies	1,445.82	1,500.00	54.18
Vehicle Maintenance	4,803.85	12,000.00	7,196.15
FD Station 1 Exp & Utilities	3,356.87	12,500.00	9,143.13
Fire Dept - Telephone	178.63	0.00	(178.63)
Fire Dept - Uniforms	1,251.00	6,000.00	4,749.00
Fire Prevention Expenses	2,530.08	2,500.00	(30.08)
Owens Chapel Fire Hall	1,196.89	6,000.00	4,803.11
Volunteer Fireman	15.00	5,000.00	4,985.00
FD-Janitorial Supplies	680.64	750.00	69.36
Fire Dept - Misc Expense	130.42	5,000.00	4,869.58
Fire Dept - Training	1,601.68	7,000.00	5,398.32
Fire Dept - 911 Costs	2,080.98	8,900.00	6,819.02
Fire Dept Salaries (f/t&p/t)	67,895.98	223,000.00	155,104.02
Firemen retirement	0.00	9,600.00	9,600.00
Firemen Insurance cost	0.00	41,416.00	41,416.00
FD Gas & Diesel	1,951.85	8,000.00	6,048.15
PR Taxes-SS&Med-Employer	6,078.03	18,590.00	12,511.97
FD Overtime	0.00	15,000.00	15,000.00
FD Turnout Gear	0.00	15,000.00	15,000.00
Contractual Services	5,874.44	1,500.00	(4,374.44)
FD Other Medical Exp (pre-emp)	207.00	375.00	168.00
Dues & Subscriptions	3,450.64	0.00	(3,450.64)
Capital Outlay-Fire Dept	0.00	62,500.00	62,500.00
Debt Service-Prin (Fire Truck)	0.00	15,515.00	15,515.00
Debt Service-Int (Fire Truck)	0.00	9,016.00	9,016.00
Total Expenses	104,729.80	494,662.00	389,932.20
Excess Revenues over Expenses	$ 5,383.54	$ 0.00	(5,383.54)

ORDINANCE 25-06

AN ORDINANCE ADOPTING THE 2018 BUILDING STANDARDS OF THE INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO-FAMILY DWELLINGS.

The City of Cross Plains shall adopt and maintain certain minimum building requirements for all new construction of one and two-family dwellings.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Commissioners of the City of Cross Plains, Tennessee, that the 2018 International Residential Code is hereby adopted as follows:

Section 1. The following sections of the International Residential Code, 2018 Edition, are amended as follows:

Section R313 Automatic Fire Sprinkler Systems is not mandatory, pursuant to T.C.A. 68-120-101(a)(8).

Section N1102.4.1.2 (R402.4.1.2) Testing is replaced with Section N1102.4.2.1 Testing Option and Section N1102.4.2.2 Visual Inspection from 2009 IRC.

Section N1103.3.3(R403.3.3) Duct Testing (Mandatory) and Section N1103.3.4 (R403.3.4) Duct Leakage (Prescriptive) are optional.

Table N1102.1.2 (R402.1.2) Insulation and Fenestration Requirement by Component and Table N1102.1.4 (R402.1.4) Equivalent U-Factors from 2018 IRC are replaced with Table N1102.1 Insulation and Fenestration Requirements by Component and Table N1102.1.2 Equivalent U-Factor from 2009 IRC.

Section N11002.4.4 (R402.4.4) Rooms Containing Fuel-Burning Appliances is deleted in its entirety.

Table N1102.1 Insulation and Fenestration Requirements by Component in the 2009 edition is adopted and amended by adding the following g as footnote "I" "log walls complying the ICC400 and with a minimum average wall thickness of 5" or greater shall be permitted in Zone 3 when a Fenestration U-Factor of .50 or lower is used, a Skylight U-Factor of .60 or lower is used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump (heating) and 15 SEER (cooling) are used.

Section 2. The following sections of the International Energy Conservation Code (IECC), 2018 Edition, published by the ICC, are amended as follows:

Section R402.4.1.2 Testing is deleted and replaced with Section 402.4.2.1 Testing Option and Section 402.4.2.2 Visual Inspection Option from 2009 IECC.

Section R403.3.3 Duct Testing (Mandatory) and Section R403.3.4 Duct Leakage (Prescriptive) are optional.

Table 402.1.2 Insulation and Fenestration Requirements by Component and Table R402.1.4 Equivalent U-Factors are deleted and replaced with Table 402.1.1 Insulation and Fenestration Requirements by Component and Tale 402.1.3 Equivalent U-Factors 2009 IECC.

THIS ORDINANCE SHALL BE EFFECTIVE FROM AND AFTER ITS FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

Passed First Reading:_____

Public Hearing:_____

Passed Second Reading:_____

_____
Marlene Graves, Mayor

ATTEST:

_____
Holly Murphy, City Recorder

ORDINANCE 25-07

AN ORDINANCE TO ADOPT THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC).

WHEREAS, The City of Cross Plains shall adopt and maintain certain minimum building requirements for all new construction by adopting the 2018 International Energy Conservation Code.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Commissioners of the City of Cross Plains, Tennessee, that the 2018 International Energy Conservation Code is hereby adopted as follows:

Section 1. The following sections of the International Energy Conservation Code (IECC), 2018 Edition, published by the ICC, are amended as follows:

Section R402.4.1.2 Testing is deleted and replaced with Section 402.4.2.1 Testing Option and Section 402.4.2.2 Visual Inspection Option from 2009 IECC.

Section R403.3.3 Duct Testing (Mandatory) and Section R403.3.4 Duct Leakage (Prescriptive) are optional.

Table 402.1.2 Insulation and Fenestration Requirements by Component and Table R402.1.4 Equivalent U-Factors are deleted and replaced with Table 402.1.1 Insulation and Fenestration Requirements by Component and Tale 402.1.3 Equivalent U-Factors 2009 IECC.

THIS ORDINANCE SHALL BE EFFECTIVE FROM AND AFTER ITS FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

Passed First Reading:_____

Public Hearing:_____

Passed Second Reading:_____

_____
Marlene Graves, Mayor

ATTEST:

_____
Holly Murphy, City Recorder

Resolution 25-05

City of Cross Plains, Tennessee

A Resolution requesting the Commissioner of the Tennessee Department of Transportation adopt East Robertson Road as a State of Tennessee roadway.

WHEREAS, East Robertson Road appears on official road maps of Robertson County, Tennessee. East Robertson Road begins in Cross Plains, Tennessee at Tennessee State Highway 25 and proceeds northerly 3.7 miles (three miles and seven tenths) and ends in Orlinda, Tennessee at Tennessee State Highway 52; and

WHEREAS, East Robertson Road serves as the primary connector between two state of Tennessee highways; and

WHEREAS, the East Robertson Road is used primarily by persons not residing in the city limits of Cross Plains and Orlinda, Tennessee; and

WHEREAS, the Cities of Cross Plains and Orlinda, Tennessee are not financially able to safely maintain this connecting road.

NOW, THEREFORE, BE IT RESOLVED by the Cross Plains City Commission, meeting in regular session this 20th day of November, 2025, that the City of Cross Plains hereby requests the Commissioner of the Tennessee Department of Transportation adopt East Robertson Road as an official Tennessee road and/or highway.

BE IT FURTHER RESOLVED, that this resolution shall take effect upon its passage, the public welfare requiring it.

Passed this 20th day of November, 2025

_____

Marlene Graves, Mayor

Attest:

_____

Holly Murphy, City Recorder

INDEPENDENT CONTRACTOR AGREEMENT
Rhinehart Consulting Services and the City of Cross Plains, Tennessee

Article 1: Parties and Term of Contract

This Agreement is entered into by and between City of Cross Plains, Tennessee (the "City"), and Amanda Harrington, (the "Consultant"), to be effective as of the _____day of _____ **2025**. It will continue in effect until terminated as provided herein.

Article 2: Services to be Performed by Consultant

2.01. Consultant agrees to perform the services specified in the "Scope of Work", Section 2.07.

2.02. Consultant will determine the method, details, and means of performing the above-described services.

2.03. Consultant enters into this Agreement and will remain throughout the term of this Agreement as an independent contractor. Consultant agrees that Consultant is not and will not become an employee of the City while this Agreement is in effect. The consultant is not entitled to the rights or benefits afforded to the City's employees, including disability or unemployment insurance, worker's compensation, medical insurance, sick leave, or any other employment benefit.

2.04. Consultant is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to the Consultant for services under this Agreement.

2.05. City shall not control, direct, or supervise Consultant in the performance of the services.

2.06 Consultant will perform the services in compliance with all applicable federal, state and local laws, rules, and regulations, and pursuant to any orders pertaining to the services of which the Consultant is aware.

2.07 Scope of Work: Consultant shall provide the following services to City:

1. Update the City of Cross Plains Zoning Ordinance, incorporating text amendments into the original document.
2. Creating a Word document of the updated Zoning Ordinance.
3. Creating a .PDF document of the updated Zoning Ordinance.

Consultant shall not be required to devote full time, attention, and energy to the performance of Consultant's duties pursuant to this Agreement.

Article 3: Compensation

3.01. As compensation for the services rendered by Consultant under this Agreement, City agrees to pay to Consultant a rate of Sixty dollars ($60.00) per hour (the "Hourly Fee").

3.02. Compensation for services rendered under this Professional Services Agreement shall not exceed Three Thousand Five Hundred Dollars ($3,500.00) unless expressly authorized in writing by a duly authorized representative of the City of Cross Plains.

Article 4: Termination

4.01. Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving sixty (60) days prior written notice to the other party. **Unless otherwise terminated as provided herein, this Agreement shall continue in force until April 1, 2026.** Should the contract be terminated by either party before the end of a month's period, the Consultant shall be paid the hourly charges accrued for services rendered at the time of the Agreement's severance.

4.02. This Agreement shall terminate automatically on the occurrence of (I) bankruptcy or insolvency of either party, (2) death of the Consultant, (3) assignment of this Agreement by Consultant without the express written consent of the City's Mayor, or (4) the commission of a crime by Consultant.

Article 5: General Provisions

5.01. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the hiring of Consultant by City and contains all of the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained In this Agreement shall be valid or binding on either party, except that any other written agreement dated concurrent with or after this Agreement shall be valid as between the signing parties thereto.

5.02. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

5.03. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

5.04. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

5.05. All work or services performed by the Consultant under this Agreement shall be done in a professional and workman-like manner to industry standards.

5.06. The construction, validity, and enforcement of this Agreement shall be governed and controlled in all respects by the laws of the State of Tennessee. Any action to enforce this Agreement shall be brought before a court of competent jurisdiction sitting without a jury in Dickson County, Tennessee.

5.07. If any legal action is commenced or necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

5.08. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Consultant without the prior written consent of City which may withheld for any or no reason.

5.09. Consultant shall not misuse, misappropriate, or disclose any information obtained by the Consultant from the City about the City's plans or operations, and shall treat such information as privileged and confidential.

5.10. All representations and warranties of the parties herein, and all covenants and agreements herein not fully performed at or before Consultant's completion of the services described herein, shall survive such date.

5.11. Any notices to be given hereunder by either party to the other may be accomplished either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below their signatures to this Agreement, but each party may change that address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.

Article 6: Property Rights of Parties.

All records of the City, of any nature, whether existing at the time of this Agreement, or procured or created during the terms of this Agreement, shall be the exclusive property of the City.

Article 7: Indemnification.

Consultant shall indemnify and hold harmless City from and against any and all claims, demands, losses, damages, judgments, penalties, fines, costs, charges, and other expenses (including without limitation litigation costs, reasonable attorneys' fees, witness fees and expenses incident thereto) (individually a "Loss" and collectively, "Losses"), to the extent arising out of or relating to: (i) the negligence, recklessness, or willful misconduct

of Consultant; (ii) any claim by any third party (including without limitation any claim by any governmental authority) arising out of or relating to the performance by Consultant of the services under the Agreement, unless such claims are finally determined to have resulted solely from the negligence or willful misconduct of City or its employees; and (iii) any misrepresentation or warranty contained in this Agreement by Consultant.

This Agreement is executed to be effective as of the date first above written.

CITY:

CONSULTANT:

Amanda Harrington, Owner
P.O. Box 62
Burns, TN 37029
931-580-3938
EIN: 84-2946318