Cross Plains City Commission
Regular Meeting Agenda

Thursday, February 19, 2026 at 6:30 P.M.
at Cross Plains City Hall

1. Call to Order.

2. Invocation and Pledge of Allegiance.

3. Minutes of Previous Meeting.
   a. January 15, 2026 Regular Commission Meeting.
   b. February 11, 2026 Special Commission Meeting.

4. Financial Reports:
   a. January 2026 - General Fund checking: $121,596.19; Fire Fund checking: $122,522.19
   b. CD's: Playground $ 13,721.20
      General $ 934,970.72
      Roads $ 100,932.60

5. Reports - Mayor Graves
   a. Fire Dept:
      Jan'26 - 113 calls (34 inside city/79 outside city).
      Fuel – 130.4 gas/101.7 diesel
   b. Police Dept:
      Jan'26 – 48 calls (98 calls went through RC Dispatch/3 calls answered by RCSO).
      Fuel –229.5 gallons
   c. Building Dept Permits/Inspections – 1 permit/5 inspections
   d. Parks Dept Update – Jim Ring

6. Public Comments (Limited to 3 minutes).

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

8. New Business –
   a. Approve the Grant Contract between the City and the State of TN State Fire Marshal's Office.
   b. **Ordinance 26-02**, to amend the 2025-2026 FY Budget for a Fire Department Equipment Grant awarded by the State of Tennessee (First Reading).
   b. **Resolution 26-03**, to authorize the City's participation in the TN Consolidated Retirement System.
   b. Discuss and consideration of purchasing Dogwood Lane property for use as Village Green access.

9. Adjournment.

Cross Plains City Commission
Regular Meeting Minutes

Thursday, January 15, 2026, at 6:30 P.M.

The Cross Plains City Commission met in a regular session on Thursday, January 15, 2026 at Cross Plains City Hall with the following board members present: Marlene Graves, Mayor; Ronald "Dukie" Eden, Vice Mayor; Commissioners: Sherry Johnson and Jimmie Vaughn. Also present: City Manager Jeff Woodfin and City Recorder Holly Murphy. Absent: Commissioner Barry Faulkner,

1. Call to Order.
   Mayor Graves welcomed the delegation and called the meeting to order at 6:30 p.m.

2. Invocation and Pledge of Allegiance
   Paster Greg Young from Cherry Mound Baptist Church gave the invocation followed by the Pledge to the Flag led by Mayor Graves.

3. Christmas Parade Float Winners.
   Mayor Graves announced the float winners as follows:
   1st Place – Storytime at the Doctor's House.
   2nd Place – Eden Insurance
   3rd Place – Mt. Carmel Baptist Church Children.

4. Minutes of Previous Meetings.
   a. November 20, 2025 Regular Commission Meeting.
   Commissioner Johnson made a motion to approve the minutes from the November 20th commission meeting, seconded by Vice Mayor Eden. Motion passed unanimously.

5. Financial Report – November & December 2025
   Mayor Graves reported on the November and December bank and CD balances as follows:
   November 2025: General Fund checking $176,822.06; Fire Fund checking: $122,595.89; CD's: Playground $13,721.20; General: $934,970.72; Roads: $100,932.60.
   December 2025: General Fund checking $207,392.88; Fire Fund checking: $106,174.22; CD's: Playground $13,721.20; General: $934,970.72; Roads: $100,932.60.
   Vice Mayor Eden made a motion to approve the November and December 2025 Financial Reports, seconded by Commissioner Vaughn. Motion passed unanimously.

6. Reports – Mayor Graves gave the October department reports as follows:
   a. Fire Dept:
      Nov'25 - 81 calls (29 inside city/52 outside city).
      Dec'25 – 101 calls (32 inside city/69 outside city).
      Fuel – Nov'25 130.6 gas/70.8 diesel; Dec'25 136.8 gas/121.9 diesel.
   b. Police Dept:
      Nov'25 – 53 calls (157 calls went through RC Dispatch/9 calls answered by RCSO).
      Dec'25 – 54 calls (131 calls went through RC Dispatch/4 calls answered by RCSO).
      Fuel – Nov'25 334.8 gallons; Dec'25 322.2 gallons.
      Chief Hilgadiack stated that all the Christmas events went well and he thanked everyone for their support.

c. Building Dept Permits/Inspections – Nov'25: 2 permits/3 inspections; Dec'25: 1 permit/6 inspections.

d. Parks Dept Update – Jim Ring

Jimmy reported that there's been a lot of interest in rentals and field scheduling has begun. There is a tournament scheduled in March & the annual Brother's Keeper Tournament will be April 18 & 19. Field One was previously tied up by another group who no longer needs it so it is now open and available for rent. Lighting is still an issue on a couple of poles so he's been checking prices, as well as turf options for the batting cage. The Park Board is scheduled to meet next week.

Chief Hilgadiack advised that city employees Marty and Casen have been cleaning up the sidewalks. Sam and Brandy Hastings purchased an edger for them to use and he thanked the Hastings on behalf of the city. They were also able to borrow a front-end loader from the school and cleaned up the road beside the sidewalk today and they've done a really good job.

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

8. Old Business -

a. ISO Update – Fire Chief Tommy Jackson

Chief Jackson reported that their pre-fire plans are completed. They will start visiting the businesses next week to go over the plans and do walkthroughs. They have 26 hydrants left to service, 10 hydrants to be double-flow tested, and pump-test the trucks. He has requested a list from ISO on the hydrants they want double-flow tested. The department has completed the minimum training requirements but they still have to do EVOC and Extrication. They have a 32-hour car-seat safety class scheduled in March which will certify them to install car seats (there's only two others in Robertson County).

Chief Jackson stated the ISO isn't finished because of other maintenance requests coming in that he's had to do such as digging up roads, repairing holes and drains, etc. He hopes to be done this month, depending on the weather. He anticipates it will be two or three months before ISO comes out to do the re-rating.

Chief Jackson said they're still having trouble with the new reporting system and not being able to send reports to the state. They also received the generator bids for the Fire and EMS building.

9. New Business –

a. **Ordinance 26-01,** to increase court costs pursuant to state law by amending Ordinance 19-02 to establish reasonable court costs and levy a local litigation tax. (First Reading.)

This ordinance amends the city's court cost from $70.00 to $72.00. The $2.00 increase will cover the Municipal Training fee that cities are required to pay the State on every court cost collected.

Vice Mayor Eden made a motion to approve first reading of Ordinance 26-01, seconded by Commissioner Vaughn. Motion passed by a vote of 3 yea – 0 and 1 abstention, with Commissioner Johnson abstaining due to her relationship with the city judge.

b. **Resolution 26-01**, to authorize the city's participation in the State of TN Local Government Investment Pool (LGIP).

City Recorder Holly Murphy advised that the city could earn more interest revenue by moving their idle funds from Farmer's Bank to an account with the State's Investment Pool. Past rates for Pool accounts in 2025 ranged from 4.42% (January) to 3.84% (December). Farmers Bank's rate in December was .05%. The city will submit applications to open accounts for the General Fund and Fire Fund, with the City Manager and Recorder as authorized signers. Since LGIP transfers are done online, the commission requested that both signatures be required on all transactions.

Vice Mayor Eden made a motion to approve the city's participation in the State's Local Government Investment Pool, seconded by Commissioner Johnson. Motion passed by a vote of 3 yea - 0 nay - 1 abstention, with Commissioner Vaughn abstaining due to his wife's employment at the bank.

c. Authorize changing employee retirement program from Edward Jones to TN Consolidated Retirement System (TCRS).

City Manager Jeff Woodfin gave a brief outline of the city's current 401k plan with Edward Jones, as well as details on TCRS's 401k plan and associated costs. A brief discussion followed regarding contribution percentages by the city and employees.

Commissioner Johnson made a motion to move forward with the 401k plan with TN Consolidated Retirement, seconded by Mayor Graves. Motion passed unanimously.

Further discussion continued on the contribution amounts by the city and employees. TCRS recommended 3% Employee and 3% Employer match. The board agreed not to mandate employee contributions and have the city contribute 3%.

Commissioner Johnson made a motion for the city to contribute 3% and require no contribution from the employee. Vice Mayor Eden seconded the motion. Motion passed unanimously. Mr. Woodfin will bring a resolution for approval next month.

d. Discuss and clarify pay raises for employees vs. contractual employees.

City Manager Woodfin asked for clarification on whether the 3% employee pay raises at the beginning of this fiscal year were intended to include 1099 contract employees, who are technically contractors, not employees. He believes at the time there was a perception that Jimmy was a 1099 contractor because Kenny was but Jimmy was a W-2 employee. The city has several 1099 contractors including the city judge, which is what brought this into question. City Recorder Holly Murphy explained that during the budget process she presented a list of employees and proposed pay raises and the judge was not on the list. She also noted that the judge's salary appears in a separate line item, which never changed throughout the budget process. Holly recalled being asked if contractual employees were included in the raises and she said yes because at that time she assumed they thought Jimmy's position was contractual because Kenny was. A brief discussion followed regarding the judge's pay which was increased last fiscal year from $6,000 to $9,000 by the Commission. The consensus of the board was to keep the pay raises for employees only.

e. Discuss annexing city park property into city limits.

Mr. Woodfin advised that the Sanders Farm acquired by the city is not in the city limits of Cross Plains. He has the legal description of the property and plans to bring it to the board for annexation but he needs to get their input first. There are no tenants or residences on the property but there are a few neighboring properties. The board agreed to move forward with the annexation.

f. Discuss property for sale in Village Green.

Mr. Woodfin advised that a realtor reached out to the city about the property next to ours in Village Green going up for sale and they wanted to give us the first opportunity to purchase it at a slightly reduced price of $135,000 rather than the advertised price of $174,900. The property is to the left of the city's property, which was purchased to eventually build a road to Dogwood Lane and remove the entrance/exit from Village Green onto Highway 25 for safety reasons. Jeff doesn't think the property will serve any purpose for the city or access to Dogwood Lane. Vice Mayor Eden suggested they talk to Mr. Bradley first, the owner of the property on Dogwood, before they rule anything out. Jeff will work with the Vice Mayor on getting in touch with Mr. Bradley.

g. Discuss building & driveway permits on East Robertson Road.

Mr. Woodfin advised that someone has inquired about a building permit and a driveway connection on East Robertson Road and he asked for direction since the city deannexed the road. He said a driveway permit is required for 911 addressing but he doesn't see the county issuing a permit since they say the road is ours and not theirs. The city still has the first 500 feet off the road. Commissioner Johnson suggested they get a legal opinion from our city attorney. Jeff talked to Mr. Freeman today and he was going to check with the county attorney and get back with him. Vice Mayor Eden stated that their driveway is not going to decide who owns it, whether it's us, the state or the county so he suggested issuing the permit and put the driveway in. Commissioner Johnson recommended they consult our attorney to make sure we can do that.

h. Review dates in February for Goal Setting Session.

All agreed to have the Goal Session on Wednesday, February 11th at 4:30 p.m. which will be conducted by M.T.A.S. Consultant Gary Jaeckel.

10. Adjournment.

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

Meeting adjourned at 7:47 p.m.

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Holly Murphy, City Recorder

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Marlene Graves, Mayor

Cross Plains City Commission
Special Meeting Minutes

Wednesday, February 11, 2026 at 5:30 P.M.
at Cross Plains City Hall

The Cross Plains City Commission met in a special-called meeting on Wednesday, February 11, 2026 at Cross Plains City Hall with the following board members present: Marlene Graves, Mayor; Ronald "Dukie" Eden, Vice Mayor. Commissioners, Sherry Johnson and Jimmie Vaughn. Also present: City Manager Jeff Woodfin and City Recorder Holly Murphy. Absent: Commissioner Barry Faulkner.

1. Call to Order.
   Mayor Graves called the meeting to order at 5:30 p.m.

2. Public Comments. (Limited to 3 minutes per speaker)

3. Approve **Resolution 26-02**, to petition the General Assembly of the State of Tennessee to adopt East Robertson Road as a State of Tennessee Roadway.

City Manager Jeff Woodfin advised that their previous resolution asking TDOT to take East Robertson Road was denied so Representative Kumar recommended taking our request to the Tennessee General Assembly. The City of Orlinda will be submitting a similar resolution for their portion of the road. The General Assembly is scheduled to meet before the city's next regular meeting which is why it was necessary to meet in a special session and get the resolution to Dr. Kumar as soon as possible.

Discussion followed regarding the status of the road if the State doesn't take it, which is still yet to be determined. The City deannexed it in 2016 but not the property alongside it, which consists of 500 feet off the roadway. Robertson County never accepted it after the city's deannexation.

Commissioner Johnson made a motion to approve Resolution 26-02, seconded by Vice Mayor Eden. Motion passed unanimously.

4. Adjournment.
   Commissioner Johnson made a motion to adjourn, seconded by Mayor Graves.

   Meeting adjourned at 5:48 p.m.

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Holly Murphy, City Recorder

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Marlene Graves, Mayor

City Of Cross Plains
Year to Date Budget
For the Seven Months Ending January 31, 2026

	Year to Date Actual	Total Budget	Budget Balance
Revenues			
Intergovernmental Revenues			
Local Opt Sales Tax	295,719.76	600,000.00	304,280.24
State - TVA Allocation	12,045.32	21,700.00	9,654.68
State Sales Tax	134,185.50	230,000.00	95,814.50
State - Sportsbetting	1,781.66	4,000.00	2,218.34
State Beer Tax	388.74	1,200.00	811.26
State - Mixed Drink Tax	6,931.00	12,000.00	5,069.00
State City Street & Trans.	1,897.53	3,300.00	1,402.47
State Transp. Modernization	578.22	780.00	201.78
State Gas-Motor Fuel Tax	19,185.54	35,000.00	15,814.46
State Gas-1989 Tax	3,008.75	5,500.00	2,491.25
State Gas-Improve Tax	9,665.56	16,700.00	7,034.44
State Gas-3 cent tax	5,555.64	9,700.00	4,144.36
Total Intergovernmental Revenues	490,943.22	939,880.00	448,936.78
Other Revenues			
Wholesale Beer Tax-7%	48,423.18	73,000.00	24,576.82
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	700.00	800.00	100.00
Building Permits	13,174.00	15,000.00	1,826.00
Driveway Permits	300.00	1,500.00	1,200.00
Pavilion Revenue	400.00	1,500.00	1,100.00
Accident Reports	35.00	100.00	65.00
Ballfield Rental Revenue	875.00	2,000.00	1,125.00
Fines and Tickets	103,949.50	200,000.00	96,050.50
County Court Fines Allocation	255.55	200.00	(55.55)
Billboard Sign Revenue	0.00	1,200.00	1,200.00
SBA Telecomm. Tower Inc.	12,284.30	21,000.00	8,715.70
Rent - Wheat commission	0.00	10,000.00	10,000.00
Crop Proceeds	13,697.57	7,550.00	(6,147.57)
Interest Income	25,613.31	50,000.00	24,386.69
State Supplement	0.00	1,600.00	1,600.00
THSO Grant Proceeds	166.86	10,000.00	9,833.14
Police Retention Grant	3,000.00	3,000.00	0.00
Miscellaneous Income	111.47	15,000.00	14,888.53
Donations	4,805.00	0.00	(4,805.00)
Insurance Proceeds	4,000.00	0.00	(4,000.00)
Total Other Revenues	234,661.85	424,950.00	190,288.15
Total Revenues	725,605.07	1,364,830.00	639,224.93

City Of Cross Plains
Year to Date Budget
For the Seven Months Ending January 31, 2026

	Year to Date Actual	Total Budget	Budget Balance
Expenditures			
General Government			
City Recorder - Salary	32,137.05	55,704.00	23,566.95
Mayor Salary	2,400.00	4,800.00	2,400.00
Commissioners Salary	4,500.00	12,000.00	7,500.00
Building Inspector Salary	6,975.00	13,950.00	6,975.00
City Manager - Salary	9,000.00	18,000.00	9,000.00
Maintenance Salaries	28,982.78	40,256.00	11,273.22
P/Time Clerical	0.00	5,000.00	5,000.00
Employee Health Ins.	5,764.28	10,355.00	4,590.72
PR Taxes/SS&Med-Employer	13,208.11	11,912.00	(1,296.11)
Other Medical Expenses	144.00	0.00	(144.00)
Christmas Bonus	6,172.21	7,000.00	827.79
Workers Comp. Insurance	16,593.00	25,000.00	8,407.00
Printing and Advertising	157.74	1,500.00	1,342.26
Dues and Subscriptions	2,454.80	7,000.00	4,545.20
Miscellaneous	5,226.12	10,000.00	4,773.88
Telephone&Internet	3,857.58	7,500.00	3,642.42
Cell Phones	623.62	2,400.00	1,776.38
Cell Phone-City Mgr/Maint	497.23	360.00	(137.23)
Contractual Services	4,241.90	5,000.00	758.10
Legal & Audit	900.00	5,100.00	4,200.00
Office Supplies	1,422.16	3,200.00	1,777.84
Postage	52.40	500.00	447.60
Education	635.60	2,000.00	1,364.40
Insurance (Auto & Liab.)	40,303.00	45,000.00	4,697.00
Insurance (Property)	17,015.00	20,000.00	2,985.00
Retirement Funding	1,200.00	2,400.00	1,200.00
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	8,500.00	8,500.00	0.00
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	220,789.83	388,839.00	168,049.17
Parks & Recreation			
Park Salaries - p/time	5,553.60	12,000.00	6,446.40
PR Taxes/SS&Med-Employer	405.00	918.00	513.00
Park Utilities (elec&water)	11,474.50	15,000.00	3,525.50
Park Activities/Classes	0.00	1,000.00	1,000.00
Park Supplies (inc.janitorial)	629.02	2,500.00	1,870.98
Park Miscellaneous	2,387.12	1,000.00	(1,387.12)
Park Maintenance	12,616.66	10,000.00	(2,616.66)
Total Park Expenses	33,065.90	42,418.00	9,352.10
Police Department			
Police Chief Salaries	48,132.75	83,430.00	35,297.25
Police Salaries	73,748.67	125,704.00	51,955.33
Police Salaries-Crossing Guard	5,385.00	13,000.00	7,615.00
Court Clerk Salary	23,769.30	41,200.00	17,430.70
Police - Health Insurance	10,576.52	18,300.00	7,723.48
PR Taxes/SS&Med-Employer	8,476.89	20,000.00	11,523.11
PD Contractual Services	339.28	3,300.00	2,960.72

City Of Cross Plains
Year to Date Budget
For the Seven Months Ending January 31, 2026

	Year to Date Actual	Total Budget	Budget Balance
Police - Training	68.93	5,000.00	4,931.07
E911 Communication District	16,326.06	28,457.00	12,130.94
Police - Veh r&m	11,735.97	14,000.00	2,264.03
Police - Station & Bldg	0.00	2,000.00	2,000.00
Police - Uniforms	1,677.88	3,750.00	2,072.12
Police Supplies	1,358.75	1,000.00	(358.75)
PD Subscriptions & Dues	917.50	700.00	(217.50)
Police - Gas & Oil	5,781.36	10,000.00	4,218.64
Litigation Tax	8,488.90	19,000.00	10,511.10
City Judge Salary	5,250.00	9,000.00	3,750.00
Police - Misc Expense	2,597.56	2,000.00	(597.56)
Police Equip - Capital Outlay	15,834.70	38,000.00	22,165.30
Police - Cell phones/jetpacks	1,321.69	1,700.00	378.31
Police - Supplement pay	0.00	1,600.00	1,600.00
Police retirement	3,600.00	7,200.00	3,600.00
Total Police Dept. Expenses	245,387.71	448,341.00	202,953.29
Fire Department			
Fire Chief Salary	31,623.90	54,815.00	23,191.10
PR Taxes/SS&Med-Employer	2,184.90	5,400.00	3,215.10
Fire - Emp Insurance	6,403.66	10,354.00	3,950.34
FD Cell phone/ipad service	0.00	900.00	900.00
Volunteer Firemen	6,855.00	15,000.00	8,145.00
Total Fire Department	47,067.46	86,469.00	39,401.54
Highways and Streets			
Public Works -Street Lights	22,150.26	40,000.00	17,849.74
Public Wks - Soccer lights	741.17	1,400.00	658.83
Public Wks - Street Signs	381.43	2,000.00	1,618.57
Public Wks - Street Maint.	5,575.33	0.00	(5,575.33)
Public Wks Cap Outlay-Paving	25,000.00	75,000.00	50,000.00
Total Highways and Street	53,848.19	118,400.00	64,551.81
Building and Grounds Maintenance			
Electricity (buildings)	2,394.07	5,700.00	3,305.93
Water (bldgs)	1,396.32	4,000.00	2,603.68
Natural Gas (bldgs)	242.80	3,000.00	2,757.20
Maintenance	9,077.04	16,826.00	7,748.96
Janitorial Supplies	530.74	1,400.00	869.26
Total Bldg and Grounds Maint.	13,640.97	30,926.00	17,285.03
Total Expenditures	613,800.06	1,115,393.00	501,592.94
Excess Revenues over Expenses	**111,805.01**	**249,437.00**	**137,631.99**
Transfers			
Total Transfers	0.00	0.00	0.00
Excess Revenues over Expenditures	**$ 111,805.01**	**$ 249,437.00**	**137,631.99**

City Of Cross Plains
Year to Date Budget
For the Seven Months Ending January 31, 2026

FIRE DEPT SPECIAL REVENUE	Year to Date Actual	Total Budget	Budget Balance
Interest Income - Fire Dept	$ 46.39	$ 50.00	3.61
County Fire Revenue	208,138.85	391,800.00	183,661.15
Donations to FD	2,350.00	0.00	(2,350.00)
Robt Co EMS 1/2 Utilities	2,100.00	3,600.00	1,500.00
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	212,635.24	494,662.00	282,026.76
Fire Dept - Equip Purchases	824.00	8,000.00	7,176.00
Fire Dept - Supplies	2,200.55	1,500.00	(700.55)
Vehicle Maintenance	5,719.73	12,000.00	6,280.27
FD Station 1 Exp & Utilities	6,982.16	12,500.00	5,517.84
Fire Dept - Telephone	357.77	0.00	(357.77)
Fire Dept - Uniforms	2,296.25	6,000.00	3,703.75
Fire Prevention Expenses	2,530.08	2,500.00	(30.08)
Owens Chapel Fire Hall	2,173.28	6,000.00	3,826.72
Volunteer Fireman	60.00	5,000.00	4,940.00
FD-Janitorial Supplies	680.64	750.00	69.36
Fire Dept - Misc Expense	566.83	5,000.00	4,433.17
Fire Dept - Training	1,601.68	7,000.00	5,398.32
Fire Dept - 911 Costs	4,161.96	8,900.00	4,738.04
Fire Dept Salaries (f/t&p/t)	116,548.09	223,000.00	106,451.91
Firemen retirement	1,200.00	9,600.00	8,400.00
Firemen Insurance cost	2,998.80	41,416.00	38,417.20
FD Gas & Diesel	3,608.27	8,000.00	4,391.73
PR Taxes-SS&Med-Employer	7,933.39	18,590.00	10,656.61
FD Overtime	0.00	15,000.00	15,000.00
FD Turnout Gear	2,200.78	15,000.00	12,799.22
Contractual Services	6,259.44	1,500.00	(4,759.44)
FD Other Medical Exp (pre-emp)	345.00	375.00	30.00
Dues & Subscriptions	3,500.64	0.00	(3,500.64)
Capital Outlay-Fire Dept	3,071.75	62,500.00	59,428.25
Debt Service-Prin (Fire Truck)	15,515.25	15,515.00	(0.25)
Debt Service-Int (Fire Truck)	9,015.77	9,016.00	0.23
Total Expenses	202,352.11	494,662.00	292,309.89
Excess Revenues over Expenses	$ 10,283.13	$ 0.00	(10,283.13)

CITY OF CROSS PLAINS, TENNESSEE

ORDINANCE 26-02

AN ORDINANCE TO AMEND ORDINANCE 25-03, THE 2025-2026 FISCAL YEAR BUDGET, TO REFLECT GRANT REVENUE AND EXPENSES IN THE FIRE DEPARTMENT FUND.

WHEREAS, the City of Cross Plains adopted the 2025-2026 Fiscal Year Budget by passage of Ordinance 25-03 on June 5, 2025; and

WHEREAS, the governing body now finds it necessary to amend the budget for the Fire Department Fund to reflect the actual revenue and expenses related to grant proceeds from the State of Tennessee to purchase turnout gear, and to transfer the original appropriation of $15,000 for turnout gear to capital outlay to purchase necessary equipment; and

WHEREAS, the governing body finds it necessary to 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 25-03, the 2025-2026 Fiscal Year Budget, is hereby amended as follows:

Section 1. REVENUES:

Anticipated Revenue in the Fire Department Fund from Grant Revenue will increase by $33,596. and change from $0 to $33,596.

Total Revenue in the Fire Department Fund will increase by $33,596 and change from $432,162 to $465,758. Total Available Funds will change from $547,008 to $580,604.

Section 2. APPROPRIATIONS:

Appropriations in the Fire Department Fund for Uniforms & Turnout Gear will increase by $18,596 and change from $21,000 to $39,596.

Appropriations in the Fire Department Fund for Capital Outlay will increase by $15,000 and change from $62,500 to $77,500.

Total Appropriations in the Fire Department Fund will increase by $33,596 and change from $494,662 to $528,258.

Section 3. FUND BALANCE:

The estimated Fund Balance for the Fire Department Fund will remain unchanged at $52,346.

Section 4. A copy of Budget Ordinance 25-03 with the proposed amendments described above will be attached to this ordinance as Exhibit A.

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

ORDINANCE 25-03

AN ORDINANCE OF THE CITY OF CROSS PLAINS, TENNESSEE TO ADOPT THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 THROUGH JUNE 30, 2026.

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 annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

Whereas the governing body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the governing body will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF CROSS PLAINS, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body estimates anticipated revenues of the municipality from all sources as follows:

General Fund	FY 2023-24 Actual	FY 2024-25 Estimated	FY 2025-26 Proposed
Local Taxes	$ 687,610	$ 677,039	$ 685,300
Licenses & Permits	$ 19,692	$ 14,000	$ 16,500
Intergovernmental Revenue	$ 324,379	$ 332,880	$ 341,480
Charges for Services	$ 1,500	$ 3,500	$ 3,500
Fines and Fees	$ 169,921	$ 217,131	$ 200,200
Contibutions & Grants	$ 4,250	$ 13,250	$ 13,000
Miscellaneous Revenue	$ 146,251	$ 77,224	$ 104,850
Other Financing Sources			
Total Revenue	$ 1,353,602	$ 1,335,024	$ 1,364,830
Fund Balance	$ 1,265,285	$ 1,556,697	$ 1,469,182
Total Available Funds	$ 2,618,887	$ 2,891,721	$ 2,834,012

Fire Department Fund	FY 2023-24 Actual	FY 2024-25 Estimated	FY 2025-26 Proposed	Budget Amd#1 Ord 25-05	Budget Amd#2 Ord 26-02
Intergovernmental Revenue	$ 244,230	$ 236,914	$ 395,400	+158,486=$395,400	
Miscellaneous Revenue	$ 3,929	$ 443	$ 3,050		
Grant Revenue	$ 1,942				+33,596=$33,596
Transfer from General Fund		$ 77,925	$ 191,282	-158,486+916 = $33,712	
Other Financing Sources					
Total Revenue	$ 250,101	$ 315,282	$ 589,732	$432,162	$465,758
Fund Balance	$ 17,474	$ 138,707	$ 114,846	no change	no change
Total Available Funds	$ 267,575	$ 453,989	$ 704,578	$ 547,008	$580,604

SECTION 2: That the governing body appropriates from these anticipated revenues and unexpended and unencumbered funds as follows:

General Fund	FY 2023-24 Actual	FY 2024-25 Estimated	FY 2025-26 Proposed
General Government	$ 276,669	$ 408,875	$ 345,772
Parks & Recreation	$ 124,166	$ 51,500	$ 42,418
Police Department & City Court	$ 307,288	$ 326,317	$ 403,341
Fire Department	$ 76,379	$ 83,164	$ 92,115
Highways & Streets	$ 38,654	$ 44,200	$ 43,400
Building/Grounds Maintenance	$ 62,397	$ 52,752	$ 24,100
Capital Outlay	$ 176,637	$ 397,806	$ 110,500
Transfer to Fire Fund	$ -	$ 77,925	$ 191,282
Debt Service	$ -	$ -	$ -
Other Financing Sources	$ -	$ -	$ -
Total Appropriations	$ 1,062,190	$ 1,442,539	$ 1,252,928

Fire Department Fund	FY 2023-24 Actual	FY 2024-25 Estimated	FY 2025-26 Proposed	Budget Amd#2 Ord 26-02
Salaries & Volunteer Firemen	$ 77,369	$ 147,000	$ 243,000	
Miscellaneous&Supplies	$ 6,590	$ 13,809	$ 81,231	
Uniforms & Turnout Gear	$ 2,356	$ 3,919	$ 21,000	-15k+33,596=$39,596
Building Maint & Utilities	$ 15,480	$ 15,000	$ 18,500	
Training	$ 200	$ 2,000	$ 7,000	
911 Costs	$ 9,556	$ 8,839	$ 8,900	
Vehicle expenses	$ 10,183	$ 19,800	$ 20,000	
Equipment	$ 7,134	$ 13,776	$ 8,000	
Capital Outlay	$ -	$ 115,000	$ 62,500	+$15,000=$77,500
Debt Service	$ -		$ 24,531	
Other Financing Sources				
Total Appropriations	$ 128,868	$ 339,143	$ 494,662	+33,596 = $528,258

SECTION 3: At the end of the 2026 fiscal year, the governing body estimates fund balances as follows:

General Fund	$ 1,520,682
Fire Dept Fund	$ 52,346

SECTION 4: That the governing body recognizes that the municipality has bonded and/or other indebtedness as follows:

Bonded or Other Indebtdness	Principal (current yr)	Interest (current yr)	Principal oustanding @ 6/30/26
Capital Lease	$ 15,515	$ 9,016	$ 176,813
Loan Agreements			
Other Debt			
Total Debt	$ 15,515	$ 9,016	$ 176,813

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 T.C.A. Section 6-56-208. In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the *Tennessee Code Annotated.*

SECTION 6: Money may be transferred from one appropriation to another in the same fund only by appropriate ordinance by the governing body, subject to limitations and procedures as it may describe as allowed by Section 6-56-209 of the *Tennessee Code Annotated.* Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance.

SECTION 8: If for any reason a budget ordinance is not adopted prior to the beginning of the next fiscal year, the appropriations in this budget ordinance shall become the appropriations for the next fiscal year until the adoption of the new budget ordinance in accordance with Section 6-56-210 of the Tennessee Code Annotated, provided sufficient revenues are being collected to support the continuing appropriations. Approval of the Director of the Division of Local Finance for a continuation budget will be requested if any indebtedness is outstanding.

SECTION 9: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances

SECTION 10: This ordinance shall take effect July 1, 2025, the public welfare requiring it.

Passed First Reading: 5/1/2025

Public Hearing: 6/5/2025

Passed Second Reading: 6/5/2025

BOARD OF COMMISSIONERS

Marlene Graves

Marlene Graves, Mayor

ATTESTED:

Holly L. Murphy

Holly Murphy, City Recorder

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
March 15, 2026	March 14, 2027	33501-2625175	88209-62

Grantee Legal Entity Name	Edison Vendor ID
City Of Cross Plains	0000002555

Subrecipient or Recipient	Assistance Listing Number
☐ Subrecipient ☒ Recipient	Grantee's fiscal year end

Service Caption (one line only)

Volunteer Firefighter Equipment and Training Grant Program

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	$33,596.00				$33,596.00
TOTAL:	**$33,596.00**				**$33,596.00**

Grantee Selection Process Summary

☒ Competitive Selection	Procured pursuant to the Department's approved Delegated Grant Authority (Edison #88209) to procure services in accordance with Tenn. Comp. R. & Regs. Rule 0690-03-01-04 and Rule 0690-03-01-05(4)..
☐ Non-competitive Selection	

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

Speed Chart (optional)	Account Code (optional)

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
STATE FIRE MARSHAL'S OFFICE
AND
CITY OF CROSS PLAINS

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Commerce and Insurance, State Fire Marshal's Office, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City Of Cross Plains, hereinafter referred to as the "Grantee," is for the provision of grant funds under the Volunteer Firefighter Equipment and Training Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000002555

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Tenn. Code Ann. § 68-102-154 creates the Volunteer Firefighter Equipment and Training Grant Program ("Program"). The Program establishes a fund for volunteer fire departments to use their local match portion from federal grants for equipment and training and creates a State grant program awarding funds to volunteer fire departments for equipment to better protect volunteer firefighters and the communities they serve. In accordance with the grant guidelines adopted by the State, the Grantee responded to a grant solicitation by submitting a Volunteer Firefighter Equipment and Training Grant Program Application (Attachment B), which was reviewed by the selection committee.

A.3. The State shall award a grant in the amount specified in C.1. to the Grantee in accordance with the awarded line items included in the Volunteer Firefighter Equipment and Training Grant Program Application (Attachment B) and specified in the Grant Budget Line-Item Detail (Attachment A).

A.4. The Grantee shall notify the State in writing when the grant funds have been utilized and include a detailed list of expenditures which shall include invoices and receipts when applicable.

A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. This Grant Contract document with any attachments or exhibits (excluding the items listed in subsections b. and c. below);

b. The State grant solicitation as may be amended; and

c. The Grantee's Volunteer Firefighter Equipment and Training Grant Program application (Attachment B) is incorporated to elaborate supplementary scope of service specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on March 15, 2026 ("Effective Date") and ending on March 14, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed thirty-three thousand five hundred ninety-six dollars ($33,596.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. Reserved.

C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars ($0.00) or increase the total Grant Contract amount detailed by the Grant Budget.

b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars ($0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.

c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State (and include, as applicable, documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations").

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's

Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal

contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Allie Stevens, Associate General Counsel
Department of Commerce and Insurance
Davy Crockett Tower
500 James Robertson Parkway
Nashville, TN 37243
allie.stevens@tn.gov
Telephone # (615) 532-3812

The Grantee:

Mark Woodfin
City Of Cross Plains
7622 Highway 25 E
Cross Plains, TN 37049
mark_woodfin@yahoo.com
Telephone # 615-654-9287

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to

the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State

Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any

lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that

any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information

but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

IN WITNESS WHEREOF,

CITY OF CROSS PLAINS:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER **DATE**

ATTACHMENT A

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:	**BEGIN: March 15, 2026**		**END: March 14, 2027**	
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award [2]	$33,596.00	0.00	$33,596.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest [2]	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation [2]	0.00	0.00	0.00
	Other Non-Personnel [2]	0.00	0.00	0.00
	Capital Purchase [2]	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	**$33,596.00**	**0.00**	**$33,596.00**

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT A

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Boots	$2,910.00
Bunker Coats	$14,100.00
Bunker Pants	$9,060.00
Gloves (Firefighting)	$1,776.00
Helmets	$3,150.00
Hoods (Firefighting)	$2,600.00
SCBA Units (Harness, Facepiece, 2 Cylinders)	
SCBA Spare Cylinders	
Federal Grant Cost Share	
Air Compressor/Fill Station	
PPE Washer/Dryer	
Equipment Decon Machine	
Handheld Radio	
Mounted Radio	
Spreader	
Cutter	
Ram	
Combi-Tool	
Cribbing	
Thermal Imaging Cameras	
12' or longer Roof Ladder	
24' or longer Ext Ladder	
Pick Head Axe	
Flat Head Axe	
Forcible Entry Tool	
Fire Extinguisher – Water	
Fire Extinguisher – Dry Chemical	
Attack Line (1.5" x 50')	

Attack Line (1.75" x 50')	
Attack Line (2" x 50')	
Portable Attack Monitor	
2.5" Playpipe w/ shut off & 1", 1.125", and 1.25" tips	
2.5" Combination Nozzle w/ shut off	
200 GPM Combo Nozzle w/ shut off	
15' Soft Suction	
20' Hard Suction	
1.5" Combo Nozzle w/ shut off	
1.75" Combo Nozzle w/ shut off	
LDH Hose Clamp	
LDH Manifold	
Trimese	
2.5" Gate Wye with 1.5" Reducers	
Water Thief	
Skid Units	
Other	
Training	
TOTAL	**$33,596.00**