

DRAFT

RESOLUTION 2023-594

A RESOLUTION OF THE TOWN OF WALDEN, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE SOUTHEAST TENNESSEE DEVELOPMENT DISTRICT FOR PLANNING ASSISTANCE SERVICES FOR THE TWENTY-FOUR MONTH PERIOD BEGINNING JULY 1, 2023

WHEREAS, by the creation of the Walden Planning Commission, it is necessary for the Town to secure professional planning services to properly advise and attend to the professional planning needs of the Town and the Planning Commission; and

WHEREAS, state law authorizes the Town and the Southeast Tennessee Development District (SETD) to contract for SETD's provision of such services to the Town; and

WHEREAS, the Town and SETD have agreed upon the terms of an agreement (the "Agreement") for such services beginning July 1, 2023, and have further agreed that said terms should extend to June 30, 2025 (a period of two fiscal years) for an agreed upon base rate of \$17,885 per fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMAN OF THE TOWN OF WALDEN, TENNESSEE, That the Town hereby accepts the Agreement and hereby authorizes the Mayor to sign the same.

Passed: 06/13/23

Yea:

Nay:

Mayor

Town Recorder

A CONTRACT BETWEEN THE SOUTHEAST

TENNESSEE DEVELOPMENT DISTRICT

AND

THE TOWN OF WALDEN

PROVIDING FOR LOCAL PLANNING ADVISORY SERVICES

This **CONTRACT**, entered into as of the first day of July 2023, by the Southeast Tennessee Development District (SETD), an agency composed of member governments in Southeast Tennessee, and Walden, Tennessee, hereafter known as the COMMUNITY or Local Government.

Contract Agreed Upon Annual Base Rate for FY2024 & FY2025: \$17,885 AMOUNT Per Fiscal Year

I. FINDINGS & DECLARATIONS

- A. Tennessee Code Annotated §13-14-101 and its following sections establish a delineation of regions deemed viable to the economic development of the state, and allow creation of development districts for these regions, encompassing one (1) or more counties or parts of counties, so they are conducive to efficient planning and orderly economic development of the state.
- B. Tennessee Code Annotated §13-14-101 and its following sections established the Southeast Tennessee Development District (SETD), a public body on behalf of the counties of Bledsoe, Bradley, Grundy, Hamilton, McMinn, Marion, Meigs, Polk, Rhea, and Sequatchie and all incorporated municipalities and metropolitan governments located within these counties.
- C. SETD is empowered, among other duties, "to receive and expend funds from any sources for regional staffing, research, planning, coordination, economic development, demonstration projects and other activities deemed necessary to promote the efficient, harmonious economic development of the region."
- D. The Town of Walden requests the SETD provide planning advisory services, and agrees to appropriate the necessary funds for these services, and may renegotiate this contract at any time to include additional services above the base rate.

II. CONTRACT

In consideration of these findings and declarations and other valuable considerations, the parties agree as follows:

- A. During the twenty-fourth month period beginning July 1, 2023, and ending June 30, 2025, SETD agrees to furnish the services of professionally trained planning advisors who will confer with the local planning commission, board of zoning appeals, and other local officials with respect to the local government's land-use planning program. Planning services may include the following:

1. Staff attendance at no more than one (1) planning commission meeting each month, one (1) board of zoning appeals (BZA) meeting each month, and other planning functions. It is encouraged, where practical, to hold BZA hearings and planning commission meetings on the same day. Additional meetings will be discussed, and in some cases, covered at no additional charge provided they are not held on a continuing basis. Work sessions sometimes held prior to planning commission meetings are also included under this contract, provided the work session takes place during regular business hours or on the date of a scheduled Planning Commission or BZA hearing. Confirmation of quorum must be established at least twenty-four (24) hours prior to a scheduled meeting in order to have a staff planner present at the meeting. Assurance of a quorum can be done by simply having members respond to the email invitation containing the agenda with notice of their plans to attend or not. Meetings occurring after regular business hours should be limited to a maximum of two (2) hours.
2. Preparing amendments and minor updates to land use controls for adoption, implementation, and enforcement by local community officials, including but not limited to zoning ordinances, subdivision regulations, floodplain management regulations, and other land use controls. In addition, SETD planning staff will provide advisement to local officials on matters of interpretation and enforcement of said land use controls. The creation of brand new land-use regulations and major re-writes of existing land-use regulations are very time consuming and may require an additional cost that would be negotiated between SETD and the community.
3. Assistance to communities for Design Review Regulations and/or Historic Zoning is NOT included as part of this contract and would require a separate negotiated contract amount and amendment to this contract for these additional services.
4. Assist with developing and reviewing the planning commission's long-range work program, Public Chapter 1101 Growth Management Plans and amendments, and other land-use planning studies and documents. SETD may assist the community in procuring a consultant for drafting new comprehensive planning documents and long-range plans, and work with the consultant in the development of the plans. However, entire plans to be drafted by SETD staff would be considered to be outside the base rate of this contract, and would require a contract amendment at a negotiated rate and dependent upon staff availability due to the complexity and tremendous amounts of time needed to complete these plans and conduct public input meetings. Other long-range planning documents completed solely by SETD staff, such as recreation plans, capital expenditure plans, facilities plans, etc. may also require a contract amendment at a negotiated rate. *For communities that do not require the assistance of planners at their planning commission meetings, these items may be covered under this contract without the need for an amendment or additional fees.* The completion of documents, maps, studies, and plans of services for annexations are included in the base rate for up to two (2) annexations per year.
5. Reviewing, and preparing staff recommendations for site plans, subdivision plats, variance requests, zoning map amendments, and other development proposals. SETD planning recommendations are considered advisory only; local communities and their appropriate representatives have the sole authority to enforce their ordinances and regulations.

While our staff are able to provide sound advice based on research, investigations, reviews, and legal research, we do not supplement or replace the need for legal opinions when needed from the local government's legal counsel.

6. Providing access to the resources of a regional office including mapping services, geographic information systems support, and planning-related research.
7. Providing training for planning commissioners, board of zoning appeals members, and local administrators.
8. Advising and providing assistance on matters relating to state, federal, and regional programs that affect planning and implementation for local governments.

Any additional services outside of the scope of services listed above may be considered depending on the nature of the desired services and SETD capacity. Any activities requiring additional compensation above and beyond this local planning assistance contract, as determined by SETD, must be agreed upon mutually by the COMMUNITY and SETD and will be attached as an amendment to this contract for basic services.

B. Responsibilities of the COMMUNITY Under This Contract:

1. The drafting of official meeting minutes are the responsibility of the community by either a Planning Commission or BZA member or a person appointed to take minutes by the community.
2. SETD can prepare public notices for public hearings as required to amended zoning ordinances, zoning maps, and subdivision regulations, but the community shall be responsible for placing these advertisements in the appropriate public places, websites, and newspapers as required by state and local law and with the proper number of days' notice.
3. SETD will send out electronic copies of all meeting documents, recommendations, and agendas to members via email, but mailed documents and printed materials for both the members and the public shall be the responsibility of the local government.
4. Digital recordings of official meetings, audio/visual equipment, and live streaming or broadcasting shall be the sole responsibility of the local government.
5. It is the responsibility of the local government to return copies of signed ordinances, resolutions, and other legally approved documents to SETD staff in a timely manner to ensure local land-use regulations and zoning maps are maintained and kept up-to-date. By signing this contract, the local government will not hold SETD responsible for any legal issues that arise from inaccurate information, legal documents, ordinances, or maps involved in maintaining an updating land-use regulations and maps.
6. While SETD does provide review and recommendations on floodplain regulations and the review of site plans and subdivision plats for compliance with floodplain regulations, it is the responsibility of the local government's floodplain administrator to ensure development complies with these regulations, requires the proper documentation through building permits and/or elevation certificates, does the required inspections of the development pre- and post-construction, and will review all necessary engineering plans and submitted changes to the floodplain areas through LOMAs, LOMA-Rs, and LOMC.

- C. For the purpose of providing funds necessary to carry out the provisions of this contract, **IT IS AGREED** that the chief legislative body will pay to the SETD the sum of **\$17,885** annually, payable in total upon the effective date of this contract, or in annual installments, due and payable on the first day of each fiscal year. The Town of Walden hereby authorizes the SETD to apply on their behalf for eligible funds from State sources to supplement the planning contract anytime funds are available.

- D. Within each twelve (12)-month period from July 1 to June 30, and upon request by the community, SETD may provide two (2) oversize copies of the zoning map or any other community map up to 36" x 44" in size. After the initial two (2) copies, additional printed copies of any document over 11" x 17" will be provided at \$30.00 per copy. It should be noted most of our community mapping is now hosted online with interactive maps being available to the public at www.sectev.org/planning. Planning fees help to cover the cost of hosting these online maps, documents, and webpages for our communities.

- E. Either party may terminate this Contract by giving written notice to the other party specifying the date of termination, at least ninety (90) days before the termination date. Upon termination of the Contract, the obligation of the SETD to conduct and carry on the program agreed to under this Contract shall cease, and the financial obligation of the chief legislative body as described in this Contract above shall likewise cease. If prepayment has been made by the chief legislative body, SETD will determine, by prorating, the amount to be refunded.

- F. This Contract is for a period of twenty-four (24) months. After the initial twelve months, the contract will automatically renew for another year unless notice of termination is given as provided for in Section E above. Local governments are under no obligation to continue SETD planning services beyond the dates specified in this contract.

- G. In all matters relating to the performance of this contract, the SETD Executive Director acts for the SETD, and the Mayor acts for Walden, Tennessee.

The parties execute this contract through their duly authorized representatives.

FOR THE SOUTHEAST TENNESSEE DEVELOPMENT DISTRICT

By:  Date: 5/18/2023
 Chuck Hammonds, SETD Executive Director

FOR Town of Walden

By: _____ Date: _____
 Mayor Lee Davis