

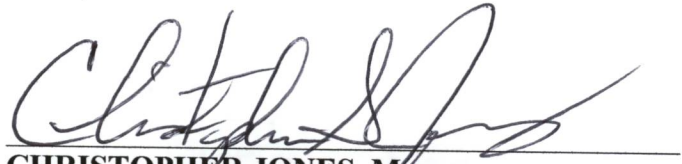
RESOLUTION NO. 18-573

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT
WITH FIRST TENNESSEE DEVELOPMENT DISTRICT FOR LOCAL
PLANNING ADVISORY SERVICE.**

BE IT RESOLVED,

That the Mayor be and hereby is authorized to execute a contract with First Tennessee Development District for Local Planning Advisory Service.

ADOPTED this the 28th day of June, 2018.

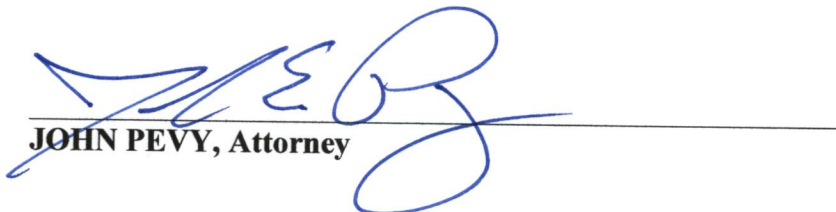

CHRISTOPHER JONES, Mayor

ATTEST:


MARIAN SANDIDGE, Recorder



APPROVED AS TO FORM:


JOHN PEVY, Attorney

FIRST READING	AYES	NAYS	OTHER
Alderman Eugene Christian	X		
Alderman Margaret Christian	X		
Alderman Wanda Davidson	X		
Alderman Garrett White	X		
Alderman Jennifer Williams	X		
Vice Mayor Carl Wolfe	X		
Mayor Christopher Jones	X		
TOTALS	7	0	0

PASSED: June 28, 2018

Contract Between
FIRST TENNESSEE DEVELOPMENT DISTRICT
AND
TOWN OF MOUNT CARMEL, TENNESSEE
FOR
LOCAL PLANNING ADVISORY SERVICES

This **CONTRACT**, entered into as of July 1, 2018 by the First Tennessee Development District (FTDD), an agency composed of member governments in Northeast Tennessee, and the Town of Mount Carmel, Tennessee.

I. FINDINGS & DECLARATIONS

- A. Tennessee Code Annotated, §13-14-101 and the 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. FTDD is empowered, among other duties, “to receive and expend funds from any sources for staffing, for research, planning, coordination, economic development, demonstration projects and other activities deemed necessary to promote the efficient, harmonious and economic development of the region.”
- C. The Town of Mount Carmel, referred to as the chief legislative body, requests the FTDD to provide planning advisory services, and agrees to appropriate the necessary funds for these services.

II. CONTRACT

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

- A. During the twelve (12) month period beginning July 1, 2018, and ending June 30, 2019, the FTDD 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 all phases of the comprehensive planning program. Planning recommendations are advisory only; local communities and their appropriate representatives have the sole authority to enact and enforce ordinances and other regulatory tools. A Work Program derived from the elements listed below is attached. The signatories to this contract agree to the items listed in the Work Program. Other activities may be included depending on the scope and nature of the desired services and FTDD capacity. All activities must be agreed upon mutually by the community and FTDD. Planning services may include but are not limited to the following activities:
1. Attendance at planning commission and/or boards of zoning appeals meetings; assistance in the preparation or review of the long range work program of the planning commission; preparation of comprehensive plans, Public Chapter 1101 Growth Management Plans and amendments, and other planning studies and documents.
 2. Preparation of land use controls for adoption, implementation, and enforcement by local community officials, including but not limited to zoning ordinances, subdivision regulations, flood plain management regulations, or other land use controls; review of development proposals; advice and assistance to administrators of zoning, subdivision regulations, and other land use controls.
 3. Access to the resources of a regional office including basic mapping services and planning related research. In depth GIS mapping and other GIS projects will be charged through a separate fee structure unrelated to this contract.
 4. Specialty training for planning commissions, boards of zoning appeal and local administrators; assistance in providing information on planning activities and interpreting planning programs and activities to the public through meetings and conferences, news releases and presentations before various groups.
 5. Advice and assistance on all matters relating to state, federal, and regional programs that affect planning and implementation for the locality.

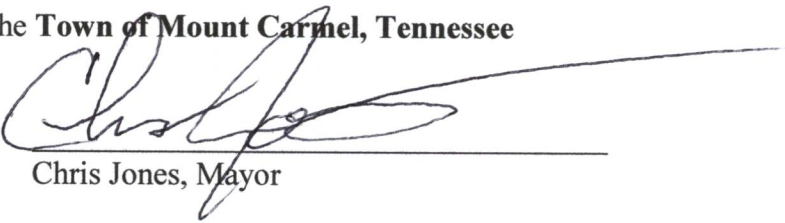
- B. Payment for services provided by FTDD to Mount Carmel is based on the agreed-upon activities requested in Section II.A. of this Contract. For the purpose of providing funds necessary to carry out the provisions of this contract, **IT IS AGREED** that the chief legislative body will pay to the FTDD the sum of **\$10,640** annually, plus any funds made available by the State of Tennessee specifically for the purpose of planning, payable in total upon the effective date of this contract, or in bi-annual installments of **\$5,320**, due and payable on the first day of the first and third quarters of each fiscal year. The contracting community hereby authorizes the FTDD to apply on the community's behalf for any eligible funds from State sources to supplement the planning contract amount.
- C. 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 FTDD to conduct and carry on the program agreed to under this Contract shall cease, the financial obligation of the chief legislative body as described in this Contract above likewise ceases. If prepayment has been made by the chief legislative body, the FTDD will determine, by prorating, the amount to be refunded.
- D. This contract is for a period of twelve months. Local governments are under no obligation to continue FTDD planning services beyond the dates specified in this contract.
- E. In all matters relating to the performance of this contract, the FTDD Executive Director acts for the FTDD, and the Mayor acts for the Town of Mount Carmel, Tennessee.

The parties execute this contract through their duly authorized representatives.

For the **First Tennessee Development District**

By: _____
Christopher L. Craig, Executive Director

For the **Town of Mount Carmel, Tennessee**

By: 
Chris Jones, Mayor