



March 5, 2025

Honorable Mitch Cain, Mayor
City of Jefferson City
P.O. Box 530
Jefferson City, TN 37760-0530

Dear Mayor, Cain,

The East Tennessee Development District (ETDD) has been pleased to provide local planning services at the same annual fee for the past two years. We have tried adopting the state planning contract format since we took over planning in 2011. However, that method is not working because we do not have the subsidies that the state was able to provide. And, due to the increase in the cost of living and inflation, our costs have increased to the point that we need to change the way we do planning and the way our contracts are structured.

The intent of the contracts moving forward will be based on a new model that will provide the for the following categories:

1. Maintenance or Basic Services (maintenance of what you already have in place)
2. Foundational or Added Services (anything that is updated or added to your program)
3. Comprehensive Services (more comprehensive planning)

The contract that you will find attached will be your basic services contract and will outline the scope of services to maintain what you already have in place. That contract amount will stay the same for the upcoming year and that amount will be listed below. Any additional services required will need to be quoted and the contract amended.

I highly recommend that you work with your planner over the next few months to develop a work plan for the upcoming year so that you are all on the same page with expectations and your planner can help you determine if the contract would need to be amended to cover any foundational or additional services that would need to be provided. These will normally be a one-time charge for those types of items and once they are completed will revert back to maintenance.

Therefore, the next contract period will be for FY 2026 and will begin on July 1, 2025, and continue through June 30, 2026. For budgetary purposes, the FY 2026 annual planning contract amount will be \$11,942.50 for the City of Jefferson City unless you and your planner need to add any additional services after you have developed your work plan. Please find attached the contract that needs to

be signed and sent back to the attention of Christie Burt, cburt@etdd.org or mail ETDD, P.O. Box 249, Alcoa, TN 37701-0249. An invoice for the first installment of the total annual contract amount will be mailed to you on July 1, 2025.

Thank you for the opportunity to serve your community in this regard. Please do not hesitate to contact me at ryakubic@etdd.org or (865) 273-6003x116 should you have any questions or concerns.

Sincerely,



Richard Yakubic
Executive Director

Enclosures

LOCAL PLANNING ADVISORY SERVICES CONTRACT

This Local Planning Advisory Services Contract ("Contract") entered into the 1st day of July 2025 between the East Tennessee Development District, an agency composed of member governments in mid-east Tennessee, ("ETDD") and the City of Jefferson City, Tennessee ("Contract Community").

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 for the 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 to § 13-14-114 established ETDD, a public body on behalf of the counties of Anderson, Blount, Campbell, Claiborne, Cocke, Grainger, Hamblen, Jefferson, Knox, Loudon, Monroe, Morgan, Roane, Scott, Sevier, and Union and all incorporated municipalities and metropolitan governments located within these counties.
- C. ETDD 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."
- D. The Contract Community requests ETDD to provide planning advisory services and agrees to appropriate the necessary funds for these services.

II. SCOPE OF SERVICES

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, 2025, and ending June 30, 2026, ETDD agrees to furnish the services of professionally trained planning advisors who will confer with local officials, relevant boards and commissions.
- B. A work program derived from the services listed below will be developed jointly between ETDD and the Contract Community within thirty (30) days of signing the Contract by both parties. Other activities may be included depending on the scope and nature of the desired services and ETDD's capacity. Any services outside basic (maintenance) planning services are subject to additional charges above the effective Contract fee. All services must be agreed upon mutually by the Contract Community and ETDD.

- C. These services are provided with the overall objective of establishing processes and tools to maintain an effective planning program that is comparable to contract communities that are provided with basic services. The following services will be provided:
- D. Functioning as the attending advisor of planning commissions, board of zoning appeals, historic zoning commissions, periodic work sessions, requested public hearings, design review meetings, and other board/commission meetings as requested and scheduling permits.
- E. Advice, interpretation, and/or recommendations to developers, surveyors, engineers, public officials, and other similar entities involved with the local planning program. Review and prepare staff recommendations for site plans, subdivision plats, board of zoning appeals requests, and other related project reviews. Reviewing official minutes from planning commission or board of zoning appeals for accuracy and content generated by the appropriate members of the relevant commission or board. Assisting with the established annual work program for the Contract Community.
- F. Preparation of amendments to 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, administrative processes, or other land use controls; review of development proposals; advice and assistance to administrators of zoning, subdivision regulations, and other land use controls. Individual training sessions, by request, as time permits.
- G. Maintenance G.I.S. mapping services of existing inventory of maps to include standard zoning map updates, illustrations for rezonings, annexations, and de-annexations. Any additional maps and updating of existing maps are subject to an additional charge.
- H. Therefore, these planning services may account for a variety of work to assist the Contract Community in establishing an effective planning program that will be beneficial to manage growth and development.

III. TERMS AND CONDITIONS

- A. Payment for services provided by ETDD to The Contract Community, will be based on the agreed-upon activities requested in **Section II**. 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 ETDD the sum of \$11,942.50 annually, payable in total upon the effective date of this Contract, or in bi-annual installments of \$5,971.25, due and payable on the first day of July 2025 and the first day of January 2026. The Contract Community hereby authorizes ETDD to apply on their behalf for any eligible funds from State sources to supplement the

Contract amount and to use such grant funds to cover the cost of providing planning services to the community.

- B. 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 ETDD 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, ETDD will determine, by prorating, the amount to be refunded.
- D. This Contract is for a period of twelve (12) months. A new twelve (12) month Contract and fee schedule will be presented for FY 2027. Local governments are under no obligation to continue ETDD planning services beyond the dates specified in this Contract.
- E. In all matters relating to the performance of this Contract, the ETDD Executive Director acts for ETDD, and the Mayor acts for the Contract Community.

The parties execute this Contract through their duly authorized representatives.

The East Tennessee Development District:



By: Richard Yakubic
Executive Director

For the City of Jefferson City, Tennessee

By: _____

Honorable Mitch Cain
Mayor, City of Jefferson City