

**WASHINGTON COUNTY, TENNESSEE
BOARD OF COUNTY COMMISSIONERS**

RESOLUTION NO. 25-08-05

***RESOLUTION APPROVING AND AUTHORIZING AGREEMENT
BETWEEN THE TOWN OF JONESBOROUGH AND WASHINGTON
COUNTY, TENNESSEE REGARDING PLANNING SERVICES AND
AMENDING FY 26 BUDGET***

WHEREAS, the Planning Director requests approval of the agreement between the Town of Jonesborough, Tennessee and Washington County, Tennessee, attached hereto as Exhibit A, for planning services; and

WHEREAS, the Planning Director requests the following amendments to FY26:

1. Increase \$25,000.00 to revenue line item 101-43190 (Other General Service Charges);
2. Increase \$25,000.00 to equity line item 101-39000 (Fund Balance); and

WHEREAS, at its August 7, 2025 meeting the Public Works Committee recommended consideration and approval of this request; and

WHEREAS, the Budget Committee at its August 13, 2025 meeting recommended consideration and approval of this request to the Board of County Commissioners; now therefore

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, TENNESSEE THAT:

SECTION 1. The agreement between the Town of Jonesborough, Tennessee and Washington County, Tennessee (Exhibit A) is hereby approved and the County Mayor is authorized to execute it, subject to review and approval by the County Attorney.

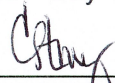
SECTION 2. Fiscal Year Budget 2025-2026 is amended to:

1. Increase \$25,000.00 to revenue line item 101-43190 (Other General Service Charges).
2. Increase \$25,000.00 to equity line item 101-39000 (Fund Balance).

SECTION 3. This Resolution shall take effect from and after the date on which it is approved by the County Mayor or as indicated by certification of the County Clerk, as hereinafter set forth.

Introduced by Commissioner: *Carder*
Seconded by Commissioner: *Wexler*
Commissioners Voting FOR: *Tucker, Johnson, Fitzgerald, Davenport, Matherly, England, Malone, Stout, Tomita, Wexler, Huffine, Wheeler, Carder*
Commissioners Voting AGAINST: *None*
Commissioners Abstaining: *None*
Commissioners Absent: *Edens, Jones*

ADOPTED BY THE COUNTY LEGISLATIVE BODY, in session duly assembled, on this the 25th day of August, 2025.

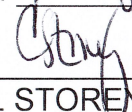


CHERYL STOREY, County Clerk



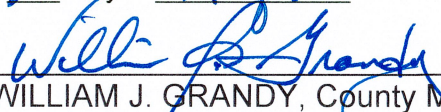
GREG MATHERLY, Chair of the Board

REFERRED to County Mayor this the 26 day of Aug. 2025.



CHERYL STOREY, County Clerk

APPROVED by County Mayor on this the 29 day of August 2025.



WILLIAM J. GRANDY, County Mayor

The County Mayor having declined to approve this Resolution, the same became effective on the ___ day of _____ 2025, pursuant to Tennessee Code Annotated § 5-6-107(b)(5).

CHERYL STOREY, County Clerk

Approved as to form by the County Attorney this 20th day of August 2025.



ALLYSON L. WILKINSON, County Attorney

Revised Final Draft: 8/6/2025

INTERLOCAL AGREEMENT FOR PLANNING ASSISTANCE

WHEREAS, the Town of Jonesborough, Tennessee, is a municipal corporation of the State of Tennessee; and

WHEREAS, Washington County, Tennessee, is a political subdivision of the State of Tennessee; and

WHEREAS, pursuant to Tennessee Code Annotated §12-9-104 the Town of Jonesborough, Tennessee, and Washington County, Tennessee, have the power to enter into a joint powers agreement with one or more other public agencies for joint or cooperative action; and

WHEREAS, it would be to the economic benefit of the Town of Jonesborough, Tennessee, to have additional planning assistance to better serve its present and future needs; and

WHEREAS, Washington County, Tennessee, has a professional planner with sufficient qualifications to provide planning assistance to Town of Jonesborough, Tennessee.

NOW, THEREFORE, this agreement is made and entered into as of the ____ day of _____, 2025, by and between the Town of Jonesborough, Tennessee, hereinafter referred to as “Town”, and Washington County, Tennessee, hereinafter referred to as “Provider”.

1. PURPOSE. This Agreement is for the purpose of authorizing Provider to provide professional planning services to Town in exchange for consideration under the following terms.

2. CONSIDERATION. For and in consideration of the services to be provided hereunder by Provider to Town, Town shall pay the sum of Thirty-Thousand (\$30,000) Dollars to Provider annually which represents a monthly rate of Two-Thousand and Five Hundred (\$2,500) monthly.

3. PAYMENT. Town shall pay Provider for the first (1st) year of planning assistance in advance on the date of execution of this Agreement and on or before the anniversary of this Agreement for the remainder of its term. Should this Agreement be terminated prior to the running of any year, then the payment shall be adjusted by mutual agreement.

4. TERM. The term of this Agreement shall be for a year with a beginning date of September 1, 2025 and a termination date of June 30, 2026, and shall automatically renew yearly, at which time Town and Provider may continue this agreement on such terms as may be agreed upon; except that if either party reasonably determines for any reason that the services requested or provided are no longer effective, each will have the right, on ninety (90) days written notice to the other, to terminate this Agreement without penalty or recourse, in which event the effective termination date of this Agreement will be at the end of the ninety (90) days period following the date of the written notice of termination.

5. SERVICES. Provider shall cause the provision of services by a professional planner, AICP preferred, with additional staff assistance being coordinated, as follows:

- a. Review of development submittals for conformance to regulations, advice and assistance to administrators of zoning, subdivision regulations and other land use controls.
- b. Stormwater program assistance and inspections of permitted developments.
- c. Basic access to GIS mapping. In depth GIS mapping and other GIS projects will be charged through a separate fee structure unrelated to this contract.
- d. Specialty training for Planning Commissions, Boards of Zoning Appeals and local administrators.

6. OVERSIGHT AND EVALUATION. The Provider will coordinate with Town so that Provider and Town may evaluate the planning assistance not less frequently than annually. Provider will take reasonable care to ensure that planning services meet Town's satisfaction; provided however, each professional planner is and shall remain an employee of Provider and subject to only Provider's personnel policies and practices. All necessary disciplinary actions will be at the exclusive discretion of and implemented by Provider.

7. RECORDS and FILES. Town shall maintain all records and files relating to its planning efforts and the administration thereof and Provider shall not be responsible for the retention of same beyond the normal scope of ongoing operations.

7. DISPUTE RESOLUTION. Should any dispute arise between Provider and Town with respect to the quality of the services being offered by the professional planner under this Agreement which is not resolved by routine meetings or communications, the disputing parties agree to seek resolution of such dispute in good faith by meeting as soon as feasible. The meeting should include a representative from each party involved in the dispute and the Town Attorney and County Attorney as mediators.

8. LIABILITY. Provider shall provide workers compensation insurance for each planner utilized under the terms of this Agreement. Subject to the limitations of the Tennessee Governmental Tort Liability Act and other applicable law, Town shall hold Provider harmless for all actions of a planner utilized under the terms of this Agreement. Town shall also obtain appropriate liability insurance for all liability exposure pertaining to activities performed pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

PROVIDER: WASHINGTON COUNTY, TENNESSEE

By: _____
Joe Grandy, Mayor

Attest:

Allyson L. Wilkinson, County Attorney

TOWN:

TOWN OF JONESBOROUGH, TENNESSEE

By: _____
Kelly Wolfe, Mayor

Attest:

James R. Wheeler, Town Attorney