

A Contract between
SOUTHWEST TENNESSEE DEVELOPMENT DISTRICT
AND
COUNTY OF HAYWOOD
PROVIDING FOR LOCAL PLANNING ADVISORY SERVICES

This CONTRACT entered into as of the first day of July 2026, by the Southwest Tennessee Development District, an agency composed of member governments in Southwest Tennessee, and the County of HAYWOOD, Tennessee.

I. FINDINGS & DECLARATIONS

- A. Tennessee Code Annotated, §13-14-101 and its following sections established 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 development of the state.
- B. Tennessee Code Annotated, §64-7-101 and its following sections established Southwest Tennessee Development District (SWTDD), a public body on behalf of the counties of Chester, Decatur, Hardeman, Hardin, Haywood, Henderson, Madison and McNairy and all incorporated municipalities located within these counties.
- C. SWTDD 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 County of HAYWOOD requests SWTDD to provide planning advisory services and agrees to appropriate the necessary funds for these services.

II. CONTRACT

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

- A. During the twelve (12) month period beginning July 1, 2026, and ending June 30, 2027, SWTDD 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 will be developed jointly between SWTDD and the contracting community within 30 days of the signing of the planning contract by both parties. Other activities may be included depending on the scope and nature of the desired services and SWTDD capacity. All activities must be agreed upon mutually by the community and SWTDD. Planning services may include, but are not limited to, the following activities:
 - 1. Attendance at planning commission and/or board 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. 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 presentation before various groups.

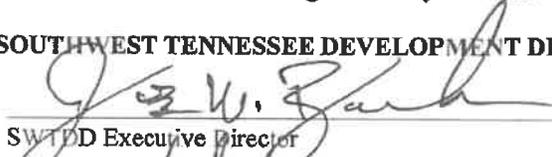
4. Advice and assistance on all matters relating to state, federal, and regional programs that affect planning and implementation for the locality.

- B. Payment for services provided by SWTDD to County of HAYWOOD will be based on the agreed-upon activities enumerated in the approved annual work program. For the purpose of providing the funds necessary to carry out the provisions of this contract, **IT IS AGREED** that the chief legislative body will pay to SWTDD the sum of **\$9,863.00** annually, payable within 90 days of the date of this contract. The County of HAYWOOD hereby authorizes SWTDD to apply on their behalf for 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 Contract, the obligation of SWTDD 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, SWTDD will determine, by prorating, the amount to be refunded.
- D. This Contract is for the period of twelve months. A new contract and fee schedule will be presented for FY2028. Local governments are under no obligation to continue SWTDD planning services beyond the dates specified in this contract.
- E. In all matters relating to the performance of this contract, SWTDD Executive Director acts for SWTDD and the Mayor acts for the County of HAYWOOD, Tennessee.

The parties execute this contract through their duly authorized representatives.

For the **SOUTHWEST TENNESSEE DEVELOPMENT DISTRICT**

By:



SWTDD Executive Director

Date:

3/4/2026

For the County of HAYWOOD

By:

Mayor

Date:
