

**CITY OF MANCHESTER
BOARD OF MAYOR AND ALDERMAN
SPECIAL CALL BOARD MEETING AGENDA
City Hall Board Room
January 11th, 2024, @ 5:30 P.M.**

Pursuant to a call by Mayor Marilyn Howard, there will be a Special Called Board of Mayor and Alderman Board Meeting on Thursday, January 11th, 2024, at 5:30 p.m. for the following:

Call to Order:

Citizen Comments:

Resolution:

- a. A resolution to approve Degges Consulting Services, LLC, to perform governmental consulting services at a cost not to exceed Seventy-Two Thousand and 00/100 (\$72,000.00 Dollars); sponsored by Vice Mayor Messick.
- b. A resolution approving contracting for services with Southern Ground Sewer LLC; sponsored by Vice Mayor Messick.

Ordinance:

- a. 1st reading of an ordinance to amend Manchester Municipal Code 12-401 et. seq. relative to building impact fees; sponsored by Vice Mayor Messick. (tabled on 1-2-24)

Adjournment:

RESOLUTION NO. .

A RESOLUTION TO APPROVE DEGGES CONSULTING SERVICES, LLC, TO PERFORM GOVERNMENTAL CONSULTING SERVICES AT A COST NOT TO EXCEED SEVENTY TWO THOUSAND AND 00/100 (\$72,000.00) DOLLARS.

WHEREAS the City of Manchester, Tennessee seeks to engage professional government consulting services; and

WHEREAS the City of Manchester, Tennessee has reviewed the written proposal submitted and chosen Degges Consulting Services, LLC (see attached) for professional governmental consulting services not to exceed Seventy Two Thousand and 00/100 (\$72,000.00) Dollars and found said proposal to be advantageous to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that the City of Manchester, Tennessee accepts the written proposal of Degges Consulting Services, LLC, incorporated by reference, (see attached) for professional services not to exceed Seventy Two Thousand and 00/100 (\$72,000.00) Dollars and approves same.

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that the Mayor and Finance Director are authorized to execute a contract on behalf of the City of Manchester.

Resolved this _____ day of _____ 2023.

Marilyn Howard, Mayor

Lisa Myers, Finance Director

AGREEMENT

THIS AGREEMENT is made as of the 1st day of January, 2024, by and between Degges Consulting Services, LLC and City of Manchester, Tennessee ("Client").

PREMISES

Client has contacted Degges Consulting Services, LLC regarding the performance of certain professional lobbying services described on Schedule 1.

Degges Consulting Services, LLC is ready, willing and able to provide such services.

The parties desire to memorialize their understandings regarding the scope of the services to be provided, the terms of compensation and certain other matters.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Scope of Services. Client hereby engages Degges Consulting Services, LLC to perform, and Degges Consulting Services, LLC agrees to perform the services described in the Scope of Work attached hereto as Schedule 1 [hereinafter referred to as the "Scope of Services"] and incorporated herein by this reference.
 - a. Degges Consulting Services, LLC shall report to Client, or such authorized designee of Client, with respect to all services to be performed under this Agreement.
 - b. Degges Consulting Services, LLC will coordinate its work with that of Client's staff and will schedule and arrange meetings as Degges Consulting Services, LLC may deem necessary to assure such coordination.
2. Term/Termination. The term of this Agreement shall commence on the date hereof and shall continue for period indicated in the Scope of Services, unless sooner terminated by the parties' mutual agreement. If both parties elect to terminate this Agreement prior to the completion of all services listed in the Scope of Services, Client shall compensate Degges Consulting Services, LLC for all services actually completed hereunder up to the date of termination unless some different arrangement is set forth in the Scope of Services. The parties shall also negotiate a reasonable termination fee at the time of termination.
3. Compensation.
 - a. Unless otherwise expressly stated in the Scope of Services, Client shall compensate Degges Consulting Services, LLC for services performed under this Agreement, at the rates indicated in the Scope of Services.
 - b. Unless otherwise expressly stated in the Scope of Services, Degges Consulting Services, LLC shall provide, once each month by the tenth calendar day of the month, an invoice for services to be rendered in that month. Client will pay Degges Consulting Services, LLC within fifteen (15) days after the date of the invoice. Invoices not paid within thirty (30) days after their dates shall bear interest at a rate of ten (10) percent per annum.
4. Subcontracting. If Degges Consulting Services, LLC deems it appropriate to subcontract any portion of the services to be performed under this Agreement, it shall retain all responsibility for the timely and proper completion of all services performed by any subcontractor, as well as for payment of any amounts owed such subcontractor. Neither party may assign any of its rights under this Agreement without the other's express written consent. Said consent shall not be unreasonably withheld. Degges Consulting Service, LLC will subcontract with Michael L. Agee under this agreement.
5. Indemnification. To the extent allowed by law, each party agrees to indemnify and hold the other harmless from and against any and all claims and/or damage, liabilities, loss, cost or expense (including reasonable attorneys', accountants' and experts' fees and costs) incurred by either party in connection with, relating to, or arising out of this Agreement. The obligations under this Section 5 shall survive any termination or expiration of this Agreement. This contract is subject to the provisions and limitations of Addendum A.
6. Confidential Information. Confidential Information provided to either party by the other shall be kept confidential by the receiving party. Except as expressly provided herein or except as disclosing party may otherwise agree in writing, the confidential information shall not be disclosed by receiving party in any manner whatsoever, in whole or part, and may

AGREEMENT

not be used by receiving party other than in furtherance of the objectives of this agreement. The receiving party may disclose the confidential information to the designated affiliates of the disclosing party. The receiving party may disclose confidential information to receiving party's own affiliates and representatives and sub-contractors and to third-parties only as necessary and only with the prior express approval of the disclosing party and only if necessary to perform its obligations in connection with this agreement.

7. **Limited Liability.** To the extent allowed by law, except to the extent any loss or damage to Client is caused by the gross negligence or willful acts or omissions of Degges Consulting Services, LLC or intentional violations of the Law, Degges Consulting Services, LLC's liability to Client in connection with the services rendered pursuant to this Agreement shall not exceed compensation received by Degges Consulting Services, LLC during that calendar year.

8. **Independent Contractor.** In performing its services under this Agreement, Degges Consulting Services, LLC acts as an independent contractor and not as a partner or agent of Client, Client shall not exercise control over Degges Consulting Services, LLC's performance of obligations under this Agreement.

9. **Governing Law/Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of Tennessee, without reference to the conflicts of laws principles thereof. Any litigation under this agreement shall be resolved in the trial courts of the State of Tennessee.

10. **Statute of limitations.** To the extent allowed by law, the parties agree that any action in relation to an alleged breach of this Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute.

11. **Ethics Law requirements.** The parties agree to assist each other with any and all filings and other obligations related to the ethics laws, rules or regulations in any jurisdiction where services may be performed applicable to Degges Consulting Services, LLC's performance of its obligations under this Agreement.

12. **Headings.** The paragraph headings in this Agreement are for convenience of reference only and shall have no bearing on the construction or any provision hereof.

13. **Entire Agreement.** This Agreement constitutes the final written integration of the parties' intentions with respect to the subject matter hereof and is a complete and exclusive statement of those terms and cannot be amended except in a written amendment executed by both parties.

14. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by hand, sent by telex or facsimile, or mailed by certified mail, return receipt requested, and addressed as indicated in the Scope of Services. A notice shall be deemed to have been delivered upon the date dispatched, if by hand delivery, telex, e-mail or facsimile; otherwise, on the third business day after it is properly stamped, addressed, sealed in an envelope and placed in the United States mail.

15. **Severability.** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

16. **Non Wavier.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representative to duly execute and deliver this Agreement, effective as of the date first above written.

Degges Consulting Services, LLC

By: Paul Degges

By: _____

Title: Owner

Title: _____

Signature

Signature

AGREEMENT

SCHEDULE 1

1. Scope of Services:

Degges Consulting Services, LLC will assist client in developing and implementing strategies to identify initiatives that support a high quality of life and economic development opportunities as follows;

- a) Identifying transportation needs the client may have as a result of development of the Tennessee Department of Economic and Community Development's MIDDLE TENNESSEE I-24 INDUSTRIAL SITE (also known as the Coffee County Megasite),
- b) Support the client in accessing and implementing programs administered by the Tennessee Department of Transportation and other state agencies,
- c) Representing client on matters before the Tennessee General Assembly and other State agencies as needed. State agencies to include The Tennessee Department of Economic & Community Development (TNECD), The Tennessee Department of Environment and Conservation (TDEC), etc.

Degges Consulting Services, LLC will perform no work under this agreement that is in conflict with any existing Degges Consulting Services, LLC clients as of the date of this agreement unless the agreement with the conflicting client expires or is terminated.

2. Compensation

Our fee for services is **\$6,000.00** per month plus reasonable and related expenses. These expenses must be pre-approved by the client in advance of them being incurred.

The term of this agreement is for a period of twelve (12) months, ending on December 31, 2024. Beginning on January 1, 2025, and on the first day of each month thereafter, this agreement will automatically renew for one (1) additional month unless either party gives the other party thirty (30) day notice of their intent to modify or terminate the agreement subject to yearly appropriations.

Notices: Paul Degges
Degges Consulting Services, LLC
625 Bakers Bridge Ave., Suite 105
Franklin, TN 37067
Mobile: (615) 615-533-4463
Email: Pauldegges@Pauldegges.com

Michael L. Agee
Agee Consulting Services, LLC
625 Bakers Bridge Ave., Suite 105
Franklin, TN 37067
Mobile: (615) 815-4840
Email: magee.acs@gmail.com

Mayor Marilyn Howard
City of Manchester
200 W Fort Street
Manchester, TN 37355
Phone: (931) 728-4652
Email: mayor@cityofmanchestertn.com

Paul D. Degges, P.E.

Degges Consulting Services, LLC
625 Bakers Bridge Avenue Suite 105
Franklin, TN 37067

The founder of Degges Consulting Services, Paul Degges, grew up in middle Tennessee, and spent the first years of his career in State Government. The son of a Civil Engineer and transportation professional, Paul grew up in the transportation industry. Paul's leadership path started at an early age where he attained the rank of Eagle Scout in the Boy Scouts of America, helping to lead boys as they grew into young men. After graduating from Tennessee Technological University with a BS in Civil Engineering, Paul spent 35 years with the Tennessee Department of Transportation (TDOT), 19 of those years, serving as the Chief Engineer.



During his tenure as Chief Engineer, Paul was responsible for developing and implementing a statewide transportation program, culminating in the awarding of more than 6,200 contracts with a construction value of more than \$13 billion over that span of time.

As Chief Engineer, Paul worked with three Governor's and their Commissioners', along with leadership in the Tennessee General Assembly in formulating transportation policy and legislation. Paul was also engaged at the national level, serving 11 years as the Vice Chair of the American Association of State Highway and Transportation Officials (AASHTO) Council on Highways and Streets. He is a licensed Engineer.

After retiring from state service, Paul charted a new path of service in assisting clients in understanding, interfacing, and gaining access to various aspects of government programs. Finding solutions to problems many times requires knowing what questions to ask. Paul's background and experience brings a skill set that excels in navigating the paths to ask the right questions and reach the appropriate government contact to address the client's needs.

His extensive background in transportation and government, dedicated work ethic, years of building sound relationships, and honest reputation uniquely qualify him to assist his clientele.

Michael L. Agee

Agee Consulting Services, LLC (ACS)
625 Bakers Bridge Avenue, Suite 105
Franklin, TN 37067

The founder and principal of ACS is Mike Agee. He grew up on a family farm in rural middle Tennessee where he cultivated a strong work ethic. Mike graduated from David Lipscomb University with a BA degree in 1977. He spent 26 years as a manager/VP of a major infrastructure company, operating in five states with headquarters in Nashville. During this time, Mike worked very closely with the Tennessee General Assembly as well as state and local governments. His success in the political arena led to the creation of a new position with the firm where he served as Vice President of Government Affairs for four years.



Mike resigned in April 2009 to create ACS. With his previous employer as his first valued client, they continue to use his expertise on state and local government issues today. Mike has additionally expanded his client portfolio to service others in need of his skills and expertise.

In his 26 years of management, Mike has been blessed with the opportunity to gain valuable experience in a wide range of areas. He has extensive experience with state and local governments, the Tennessee Department of Transportation, and management of major projects. Safety in the workplace, environmental issues, and all aspects of general management are also included within his realm of expertise. This knowledge and understanding allows him the ability to offer his clients a very unique array of services.

Over the past several years, Mike has worked successfully on a variety of specific legislative issues. These include transportation funding, environmental, land use planning, pre-screening medical criteria related to litigation, public safety, public & private utilities, funding, taxation and many others. His wide range of experience, focused work ethic, years of building sound relationships, and honest reputation uniquely qualify him to assist his clientele.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH SOUTHERN GROUND SEWER, LLC, AT THE RATE OF SIX AND 00/100 DOLLARS (\$6.00) PER LINEAR FOOT FOR CCTV AND TWO AND 00/100 DOLLARS (\$2.00) A LINEAR FOOT FOR JETTING (CLEANING) TO PROVIDE SEWER TELEVISION SERVICES TO THE WATER AND SEWER DEPARTMENT

WHEREAS the City of Manchester is planning for and undergoing sewer rehabilitation;
and

WHEREAS the City of Manchester needs the services of Southern Ground Sewer, LLC, to provide CCTV and jetting of approximately 8,775 feet of main sewer line to timely meet the requirements of authorizing grants; and

WHEREAS the Manchester Water and Sewer Director has made an exhaustive search for a company to provide this service and has been unable to find another company with the equipment and the time to get this done timely, and

WHEREAS Southern Ground Sewer, LLC has offered these services, at the rate of Six and 00/100 Dollars (\$6.00) per linear foot for CCTV and Two and 00/100 Dollars (\$2.00) per linear foot for jetting; for a total not to exceed Sixty Five Thousand and 00/100 Dollars (\$65,000), and

WHEREAS at the recommendation of the MWSD Director and with the opinion of the City Attorney, the Board of Mayor and Aldermen feel that this arrangement is the best value for the City and is in its best interest; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that the City of Manchester contract with Southern Ground Sewer, LLC, at the rate of Six and 00/100 Dollars (\$6.00) per linear foot for CCTV and Two and 00/100 Dollars (\$2.00) per linear foot for jetting; for a total

not to exceed Sixty Five Thousand and 00/100 Dollars (\$565,000). The Mayor and the Finance Director are hereby authorized to execute the documents to attain these services.

Resolved this _____ day of _____ 2024.

Marilyn Howard, Mayor

Lisa Myers, Finance Director

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND MANCHESTER MUNICIPAL CODE 12-401 et.seq.
RELATIVE TO BUILDING IMPACT FEES**

WHEREAS the City of Manchester continues to grow at an increasing rate from New Development that impacts school population and other city services and infrastructure; and

WHEREAS Manchester Municipal Code 12-401 et. seq. currently sets fees for building permits and other charges for construction type activities within the City limits; and

WHEREAS the Manchester City Charter gives the authority to assess and collect impact fees in Article II, Section 1, Paragraph (32) and the Manchester Municipal Code 14-803 gives it the authority to enact and amend the fee schedule for building permits to the Board of Mayor and Aldermen; and

WHEREAS, at the recommendation of the Manchester Finance Committee, the Board of Mayor and Aldermen of the City of Manchester believes it to be in the best interest of the City to revise those fees and charges by adding certain impact fees to New Development; and

WHEREAS, “New Development” should be defined for the purposes of this ordinance as “the process of developing land that has not been previously developed by the construction, or substantial alteration of residential, commercial, industrial, institutional, recreation, transportation, or utility facilities or structures.”

BE IT THEREFORE ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that Manchester Municipal Code Title 12, Chapter 4, be amended to add the following:

“12-410 Rates for New Development Building Impact Fees

Effective _____, ____, 2024, building impact fees for New Development within the corporate limits shall be:

Single Residential Units	\$2.00 per square foot
Multi-Family Residential Units	\$2.00 per square foot
All Other Building Types	
1 to 10,000 - square feet	\$1.00 per square foot
10,001 to 25,000 - square feet	\$0.90 per square foot
25,001 to 50,000 - square feet	\$0.80 per square foot
Above 50,001 – square feet	\$0.70 per square foot- maximum fee of \$100,000.00

“New Development” is defined as: the process of developing land that has not been previously developed by the construction, or substantial alteration of residential, commercial, industrial, institutional, recreation, transportation, or utility facilities or structures.

BE IT FURTHER ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that the funds generated from these impact fees be shared between the Manchester Education Capital Fund (80%) for new projects and to other city infrastructure projects (20%) and used accordingly. For purposes of this ordinance; “Infrastructure” is defined as “all physical improvements that are required to provide roads, boulevards, walkways, utilities, and parks, etc.”

BE IT FURTHER ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that this ordinance shall take effect on the date listed previously and after its publication, passage and public hearing, the public welfare of the City of Manchester, Tennessee requiring it and that all ordinances in conflict be repealed to the extent of this conflict.

PASSED FIRST READING: _____, 2024

PASSED SECOND AND FINAL READING: _____, 2024

Marilyn Howard, Mayor