

## AGREEMENT

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This agreement was made and entered into by and between the CITY OF MANCHESTER, TENNESSEE, and COFFEE COUNTY, TENNESSEE, and ratified by its respective governing bodies on following days and dates.

### WITNESSETH:

WHEREAS, Coffee County, Tennessee, through the Industrial Board of Coffee County, has developed and still owns parts of the Coffee County Interstate Industrial Park located east of the City of Manchester, Tennessee, but outside its corporate limits, and

WHEREAS, Tennessee Code Annotated § 6-58-101 et seq provides for the adoption of a County Wide Growth Policy Plan, and this Agreement is made in furtherance of a Plan adopted by the Coffee County Coordinating Committee dated December, 1999, and specifically Tennessee Code Annotated § 6-58-112 (13) (a) (2), and

WHEREAS, the Industrial Board of Coffee County has future plans to expand the Coffee County Interstate Industrial Park to areas outside the present Park boundaries, and within an area designated as County Planned Growth Area No. 4 as delineated in the County-Wide Growth Policy Plan for Coffee County, Tennessee developed by the Coffee County Coordinating Committee, dated December, 1999, and

WHEREAS all of the water and sewer services, cardboard pickup, first response fire protection and mutual aid police services for the Coffee County Interstate Industrial Park are provided by the City of Manchester, Tennessee, and

WHEREAS, the City of Manchester received in the past, and for the future has requested compensation for those services offered outside its corporate limits,

NOW THEREFORE, it is agreed by and between the parties that Coffee County, Tennessee will compensate the City of Manchester, Tennessee for those services to the present Coffee County Interstate Industrial Park, and to any future Industrial Park expansions in the areas described above, continuing in the fiscal year 2023-2024, and in the following manner:

1. In the fiscal year 2023-2024 through fiscal year 2027-2028, by the annual payment of one hundred and fifty thousand (\$150,000,00) Dollars, to be paid on or before December 1 of each calendar year, beginning in 2023.

2. In 2028, the annual payments will be reviewed and an adjustment may be made in the annual payment for the fiscal year 2028-2029 through fiscal year 2032-2033, if necessary, in order to compensate for the actual costs of the services provided. The difference between the actual costs of supplying and the services and the revenues received will be used to determine the annual payment.
3. After 2033, the compensation paid by Coffee County, Tennessee to the City of Manchester, Tennessee will be determined by the mutual agreement of the parties.
4. During the term of this contract, the City of Manchester, Tennessee will be responsible for the maintenance of existing water and sewer infrastructures. The construction of new infrastructure will be the responsibility of Coffee County, Tennessee, but it will be maintained, after construction, by the City of Manchester, Tennessee.
5. If new industry locates within the area designated as County Planned Growth Area No. 4 as delineated in the County-Wide Growth Policy Plan for Coffee County, Tennessee, developed by the Coffee County Coordinating Committee, dated December 1999, but outside the Coffee County Interstate Industrial Park, the parties agree to renegotiate for the contracted services on a project by project basis, prior to extending services to those areas.

RATIFIED by the City of Manchester, Tennessee by resolution of its Board of Mayor and Alderman and executed by its Mayor and Finance Director on the   6   day of   June  , 2023.

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Mayor

\_\_\_\_\_  
Finance Director

RATIFIED by Coffee County, Tennessee by resolution of its County Commission and executed by its County Executive and Clerk on this the    day of                   , 2023.

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County Executive

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Teresa McFadden, County Clerk