



*Bradley County Commission*  
**Johnny Mull, Chairman**  
**WORK SESSION AGENDA**  
June 27, 2022, at 7:00p.m.  
Bradley County Courthouse

1. Call to order
2. Pledge of Allegiance
3. Invocation – Wesley Memorial United Methodist Pastor Ramon Torres
4. Report from the County Mayor
5. Reports from Committees and/or Districts
6. Agenda Items
  - A. Annexation interlocal agreement between the City of Cleveland and Bradley County for the proposed non-contiguous annexation of 23.4 acres located on New Murraytown/Freewill Roads (see pages 2-7) – Commissioner Charlotte Peak
7. Communication from the audience
8. Announcements
9. Adjourn

Next meeting: Voting Session – Monday, July 5, 2022, at 7:00p.m., Courthouse

Upcoming Events

- \*Avail ribbon cutting & 1 year anniversary, June 30, 4p.m., 1400 Stuart Road
- \*Candidate Forum, June 30, 4:00p.m., Chamber of Commerce
- \*County offices closed July 4, in observance of Independence Day

## MEMORANDUM

**TO:** Mayor and County Commission  
**FROM:** Joe Fivas, City Manager  
**DATE:** April 27, 2022  
**RE:** New Murraytown Annexation Service Agreement

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### SUMMARY:

The City is requesting the County Commission's consideration of approving this attached Annexation Service Agreement for 23.4 acres located on New Murraytown/Freewill Roads as described in the attached Plan of Service Report. The annexation is for a City Planning Commission approved development for 124 single family homes. The area is inside the existing Urban Growth Boundary (UGB). The proposed annexation is proposed to occur in 2022. CT properties are local developers and have completed several neighborhoods in Bradley County.

This 23.4 acres of property results in **\$1,149.90 for current County property tax revenues**. Once approved by the County Commission and the City Council, with approximately 124 homes developed on the site with an estimated average value of \$260,000 each at a tax rate of 1.43920 is \$935.48 per lot for a **total annual amount of \$115,999.52 in new County property tax value**. In this housing economy, this \$260,000 price per home is likely low.

Therefore, this **annexation could increase County property revenues by approximately \$116,000 annually or over \$2,320,000 over 20 years**, and the County would eliminate current services provided to this property, such as fire, law enforcement, animal, street maintenance, code enforcement, inspections, and stormwater services. Basically, the County would receive \$2,320,000 over 20 years, with no additional costs or services provided in this annexation if approved.

The City will annex and take over the section of Freewill Road from the existing City limits of Freewill Road to 100 feet past annexed property entrance shall

become a city street and the maintenance responsibilities of the street shall become the city's responsibility, and the section of New Murraytown Road that directly borders the annexed property shall become a City maintained street. The City will be responsible for police, fire, and animal services. We will provide weekly solid waste pick-up and curb side yard waste pick-up.

**COMMITTEE FINDINGS:**

City Planning Commission adopted unanimously.

**FISCAL ANALYSIS:**

The annexation could increase County property revenues by approximately \$116,000 annually or over \$2,320,000 over 20 years.

**RECOMMENDATION:**

N/A

ANNEXATION INTERLOCAL AGREEMENT BETWEEN THE  
CITY OF CLEVELAND, TENNESSEE AND BRADLEY COUNTY, TENNESSEE

Pursuant to Tennessee Code Annotated 5-1-113, this Annexation Interlocal Agreement (the "Agreement") for Annexation is entered into between and among the CITY OF CLEVELAND, TENNESSEE ( hereafter "the City"), and BRADLEY COUNTY, TENNESSEE ( hereafter "the County").

WHEREAS, Tennessee Code Annotated 6-51-104 (d) allows for a municipality to annex by Resolution territory that does not adjoin the boundary of the municipality provided that the area is within the Urban Growth Boundary of the municipality, and

WHEREAS, Tennessee Code Annotated 6-51-104 (d) (4) provides that the plan of services for said annexation include a plan of services adopted under Tennessee Code Annotated 6-51-102, and that the plan be prepared by the municipality in cooperation with the county in which the territory is located; and

WHEREAS, Tennessee Code Annotated 6-51-104 (d) (4) further provides that the municipality and the county shall enter into an interlocal agreement pursuant to Tennessee Code Annotated 5-1-113 to address emergency services for any interceding properties and to provide for maintenance of county roads and bridges comprising the primary route to the area annexed; and

WHEREAS, the property to be annexed and as described in Exhibit A is not contiguous to the existing City boundary, but is within the City's Urban Growth Boundary; and

WHEREAS, the owner of this property, CT Properties, has petitioned the City for annexation and desires to obtain city services necessary to support the proposed development of his property; and

WHEREAS, the City and the County desire to cooperate with one another and to address the issues contemplated by Tennessee Code Annotated 6-51-104 (d)(4) which include the provision of emergency services for any interceding properties, if any, and to assign responsibility for the maintenance of county roads and bridges comprising the primary route between the current City boundary to the area to be annexed into the City; and

WHEREAS, the Cleveland City Council authorized the execution of this Interlocal Agreement on \_\_\_\_\_, by passage of Resolution No. \_\_\_\_\_, which authorizes the Mayor to execute this Agreement on behalf of the City of Cleveland, and

WHEREAS, the Bradley County Commission authorized the execution of this Interlocal Agreement on \_\_\_\_\_ by passage of Resolution No. \_\_\_\_\_, which authorizes the County Mayor to execute this Agreement on behalf of the County.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and for the good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. Purpose:**

This Agreement is for the purpose of establishing the manner, terms, and conditions by which the City shall annex the property described in Exhibit A, which is currently owned by CT Properties, as well as a portion of Freewill Road from existing city maintained Freewill Road to 100 feet past the annexed properties entrance on Freewill Road and the section of New Murraytown Road that directly borders the annexed property within as hereinafter described, and the services to be provided by the City in a portion of Bradley County as further described herein.

**Section 2. Cooperative & Performance Agreement.**

**(a) Property to be annexed and services provided.**

The City hereby agrees to provide urban services to the area of land owned by CT Properties that is being annexed into the City which is described in Exhibit A. As used herein, the term urban services shall include those services as described in the Plan of Services attached hereto as Exhibit B.

**(b) Services to be provided by the City for interceding properties located in Bradley County between the annexed property and the City boundary.**

The parties agree that for the particular annexation described herein, the County shall continue to provide emergency services to the interceding properties between the existing city boundary and the property to be annexed. Therefore, the parties agree that no provision for emergency services is required in this annexation.

The City will provide emergency services to the annexed property as described in Exhibits A and B. Police and Fire services will be provided by the City.

**(c) Assignment of responsibility for the maintenance of county roads and bridges comprising the primary route to the area to be annexed.**

The parties agree that in this particular annexation, there are no bridges between the existing city boundary and the area to be annexed.

The City and the County agree that from and after the effective date of the annexation of the property described in Exhibit A, the road currently known as Freewill Road from the existing City limits of Freewill Road to 100 feet past annexed property entrance shall become a city street and the maintenance responsibilities of the street shall become the city's responsibility, and the section of New Murraytown Road that directly borders the annexed property shall become a City maintained street

**Section 3. Term.**

The parties hereby agree that this agreement shall continue perpetually unless the City takes action to de-annex the territory described in Exhibit "A" after first providing public notice of affected property owners and after obtaining approval of a majority of the members of the Bradley County Commission.

**Section 4. Severability.**

If any of the terms and conditions of this contract is held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this agreement are declared severable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
D. Gary Davis, Bradley County Mayor

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Kevin Brooks, City of Cleveland Mayor

\_\_\_\_\_  
Date Signed



