



Bradley County Commission
Thomas Crye, Chairperson
WORK SESSION AGENDA
May 28, 2024, at 7:00p.m.
Bradley County Courthouse

1. Call to order
2. Invocation – Kay Horner, Awakening America Ministries
3. Pledge of allegiance – Commissioner Denny Collins
4. Report from County Mayor
5. Reports from committees and/or districts
6. Agenda items

A. Resolution authorizing the Bradley County Mayor to enter into an annexation interlocal agreement between the City of Cleveland and Bradley County regarding the non-contiguous annexation of approximately 17.5 acres of property on Buchanan Road currently owned by Ryan and Emily Wampler and further identified as tax map 065 parcels 040.00 and 044.00 (see pages 2-15) – Commissioner Mike Hughes

7. Communication from the audience (Chairperson will recognize and allow five minutes to anyone wishing to speak)
8. Announcements
9. Adjourn

Next meeting: Voting Session – Monday, June 3, at 7:00pm, Courthouse

Upcoming Events

*Finance Committee, May 31, at 11:00am, Courthouse



RESOLUTION 2024-_____
RESOLUTION AUTHORIZING BRADLEY COUNTY MAYOR TO ENTER INTO AN ANNEXATION INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLEVELAND AND BRADLEY COUNTY REGARDING THE NON-CONTIGUOUS ANNEXATION OF APPROXIMATELY 17.5 ACRES OF PROPERTY ON BUCHANAN ROAD CURRENTLY OWNED BY RYAN AND EMILY WAMPLER AND FURTHER IDENTIFIED AS TAX MAP 065 PARCELS 040.00 AND 044.00.

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 the Annexation Interlocal Agreement attached hereto is not contiguous to the existing City boundary, but is within the City's Urban Growth Boundary; and

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

NOW, THEREFORE, BE IT RESOLVED by the Bradley County Legislative Body meeting in regular session at Cleveland, Tennessee, on this 20th day of May, 2024, that the Bradley County Mayor is hereby authorized to enter into the attached Annexation Interlocal Agreement between the City of Cleveland and Bradley County regarding the non-contiguous annexation of approximately 17.5 acres of

property on Buchanan Road currently owned by Ryan and Emily Wampler and further identified as Tax Map 065 Parcels 040.00 and 044.00.

BE IT FURTHER RESOLVED that this Resolution shall take effect upon passage, having been properly signed, certified and meeting all other legal requirements of the Bradley County Commission, and as otherwise provided by law, the public welfare requiring it.

ADOPTED this 20th day of May, 2024.

Thomas Crye, Chairman

Donna A. Simpson, County Clerk

APPROVE/VETO:

D. Gary Davis, County Mayor

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 current owner of this property, Ryan Wampler, has petitioned the City for annexation and desire 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 currently owned by Ryan Wampler, 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 currently owned by Ryan Wampler 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, there are no interceding properties that require city services between the existing city boundary and the property to be annexed and that the interceding properties are adequately served by Bradley County. Therefore, the parties agree that no provision for emergency services by the City for any property in the county is required in this particular annexation.

The City will provide emergency services to the annexed property as described in Exhibits A and B.

(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, no maintenance by the City is required for any county roads or bridges.

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 _____, 2024.

D. Gary Davis, Bradley County Mayor

Date Signed

Kevin Brooks, City of Cleveland Mayor

Date Signed

Exhibit A- AREA TO BE ANNEXED

Legal Description

Beginning at an iron pin located at the northeast corner of the lands of Ryan and Emily Wampler parcel 1, as recorded in BCRD deed book 2992 page 50, said point being located in the western right of way of Buchanan Road; thence with the eastern line of the lands of Wampler south 8 degrees 40 minutes west, 297.16 feet to a point, thence south 10 degrees 9 minutes west, 121.75 feet to a point; thence south 12 degrees 15 minutes west, 66.06 feet to a point; thence south 18 degrees 13 minutes west, 33.55 feet to a point; thence south 23 degrees 34 minutes west, 40.14 feet to a point; thence south 28 degrees 7 minutes west, 56.74 feet to an iron pin, said point being the southeast corner of the lands of Wampler and the northeast corner of an unopened right of way; thence crossing the unopened right of way with western right of way of Buchanan Road 30 feet, more or less, to the southwest corner of Buchanan Road and the unopened right of way; thence with the southern edge of the unopened right of way in a northwesterly direction 708 feet, more or less, to the northeast corner of parcel 2 of the lands of Wampler; thence with the lands of Wampler south 26 degrees 53 minutes west, 145 feet, more or less, to the southwest corner of parcel 2 of Wampler; thence with the western line of parcel 2 of the lands of Wampler in a northeasterly direction 206 feet, more or less, to the northwest corner of parcel 2 of Wampler, said corner also being located in the southern line of the unopened right of way; thence following the southern line of the unopened right of way in a westerly direction 289 feet, more or less, to the southwestern corner of the unopened right of way; thence with the western line of the unopened right of way in a northerly direction 30 feet, more or less, to the northwest corner of the unopened right of way, said point also being the southeast corner of an unopened portion of A Street; thence with the southern right of way of the unopened portion of A street in a northwesterly direction 40 feet, more or less to the southwest corner of the unopened right of way of A Street; thence with the western line of the unopened right of way of A Street in a northeasterly direction 620 feet, more or less, to the southwest corner of the unopened right of way of A Street and 29th Street; thence with the southern right of way of 29th Street in a northwesterly direction 478 feet, more or less, to a point where the southern right of way of 29th Street intersect the existing City Limits; thence crossing 29th Street in a northeasterly direction with the existing City Limits 40 feet, more or less, to the a point where the existing City Limits intersects the northern right of way of 29th Street; thence following the northern right of way of 29th Street in an easterly direction 958 feet, more or less, to the northwest corner of the intersection of 29th Street and Bo Street; thence crossing the intersection in southwesterly direction 44 feet, more or less, to the southwest corner of the intersection of 29th Street and Bo Street, said point being located in the norther line of parcel 1 of Wampler; thence with the northern line of parcel 1 of Wampler in a southeasterly direction 924 feet, more or less, to the point of beginning.



**FEBRUARY 20, 2024
BUCHANAN ROAD
ANNEXATION ANALYSIS
PLAN OF SERVICE
CITY OF CLEVELAND, TENNESSEE**

The City of Cleveland, Tennessee is pursuing the annexation of approximately 17.5 acres located at Buchanan Rd. as described in this report, along with a corresponding plan of service and zoning plan for the area. The area is inside the existing Urban Growth Boundary (UGB). The proposed annexation is proposed to occur in 2024.

This report begins with a brief overview of the annexation process and the report then turns to a proposed Plan of Services (POS) for the annexation area. The services described are those that would be necessary for the City to provide under Tennessee law. This area is proposed to receive city services in accordance with the POS.

Introduction

Public Chapter 1101 (PC 1101), adopted as Tennessee law in 1998, required cities to work cooperatively with other local governments to determine an urban growth boundary (UGB) in which annexations could occur. Cleveland has a twenty-nine square mile UGB that was based on a study of urbanization and service requirements in a fifty square mile urban fringe area. The UGB was amended in January 2010, expanding it near I-75 Exit 20 and in the vicinity of the new airport site near Dry Valley Road. Cleveland can annex property within its UGB by resolution.

PC 1101 Section 19 requires a “Plan of Services” (POS) prior to annexation and these services must include: police and fire protection; water, electrical and sanitary sewer services; solid waste collection; road and street construction and repair; recreational facilities and programs; street lighting; and zoning services. Public Chapter 225 adopted by the Tennessee General Assembly and signed by Governor Bredesen on June 2, 2003, amended TCA 6-51-102 to include impact on school attendance zones.

The property consists of two parcels, approximately 17.5 acres total. The annexation would zone the property as PUD Planned Unit of Development. This is a vacant lot and a single family detached dwelling community is proposed. The property is described as Tax Map 065 Parcels 040.00 and 044.00.

Buchanan Road Annexation Map



Legal Description

Beginning at an iron pin located at the northeast corner of the lands of Ryan and Emily Wampler parcel 1, as recorded in BCRD deed book 2992 page 50, said point being located in the western right of way of Buchanan Road; thence with the eastern line of the lands of Wampler south 8 degrees 40 minutes west, 297.16 feet to a point, thence south 10 degrees 9 minutes west, 121.75 feet to a point; thence south 12 degrees 15 minutes west, 66.06 feet to a point; thence south 18 degrees 13 minutes west, 33.55 feet to a point; thence south 23 degrees 34 minutes west, 40.14 feet to a point; thence south 28 degrees 7 minutes west, 56.74 feet to an iron pin, said point being the southeast corner of the lands of Wampler and the northeast corner of an unopened right of way; thence crossing the unopened right of way with western right of way of Buchanan Road 30 feet, more or less, to the southwest corner of Buchanan Road and the unopened right of way; thence with the southern edge of the unopened

right of way in a northwesterly direction 708 feet, more or less, to the northeast corner of parcel 2 of the lands of Wampler; thence with the lands of Wampler south 26 degrees 53 minutes west, 145 feet, more or less, to the southwest corner of parcel 2 of Wampler; thence with the western line of parcel 2 of the lands of Wampler in a northeasterly direction 206 feet, more or less, to the northwest corner of parcel 2 of Wampler, said corner also being located in the southern line of the unopened right of way; thence following the southern line of the unopened right of way in an westerly direction 289 feet, more or less, to the southwestern corner of the unopened right of way; thence with the western line of the unopened right of way in a northerly direction 30 feet, more or less, to the northwest corner of the unopened right of way, said point also being the southeast corner of an unopened portion of A Street; thence with the southern right of way of the unopened portion of A street in a northwesterly direction 40 feet, more or less to the southwest corner of the unopened right of way of A Street; thence with the western line of the unopened right of way of A Street in a northeasterly direction 620 feet, more or less, to the southwest corner of the unopened right of way of A Street and 29th Street; thence with the southern right of way of 29th Street in a northwesterly direction 478 feet, more or less, to a point where the southern right of way of 29th Street intersect the existing City Limits; thence crossing 29th Street in a northeasterly direction with the existing City Limits 40 feet, more or less, to the a point where the existing City Limits intersects the northern right of way of 29th Street; thence following the northern right of way of 29th Street in an easterly direction 958 feet, more or less, to the northwest corner of the intersection of 29th Street and Bo Street; thence crossing the intersection in southwesterly direction 44 feet, more or less, to the southwest corner of the intersection of 29th Street and Bo Street, said point being located in the norther line of parcel 1 of Wampler; thence with the northern line of parcel 1 of Wampler in a southeasterly direction 924 feet, more or less, to the point of beginning.

Plan of Services

1. Police Protection

Patrolling, radio response to calls and other routine police services using the City's personnel and equipment will be provided on the effective date of the annexation.

2. Fire Protection

The Cleveland Fire Department could service this area immediately without any impact to the budget.

3. Domestic Water, Sanitary Sewer Service, and Fire Hydrants

- A. Domestic Water---Domestic water service is presently available to these parcels via a 2" water main along the east side of Buchanan Rd.

To better serve future growth on this parcel, a new 2300 LF 6” DI water line must be constructed from the intersection of Buchanan Rd. and 27th Street to the intersection of Buchanan Rd. and Rosedale Dr, to create a loop with existing 6” waterlines. The Opinion of Probable Cost is \$195,300¹. This work can be completed within 8 years. See Figure 1 – Water Service.

B. Sanitary Sewer--- Sewer service is not presently available to the parcels.

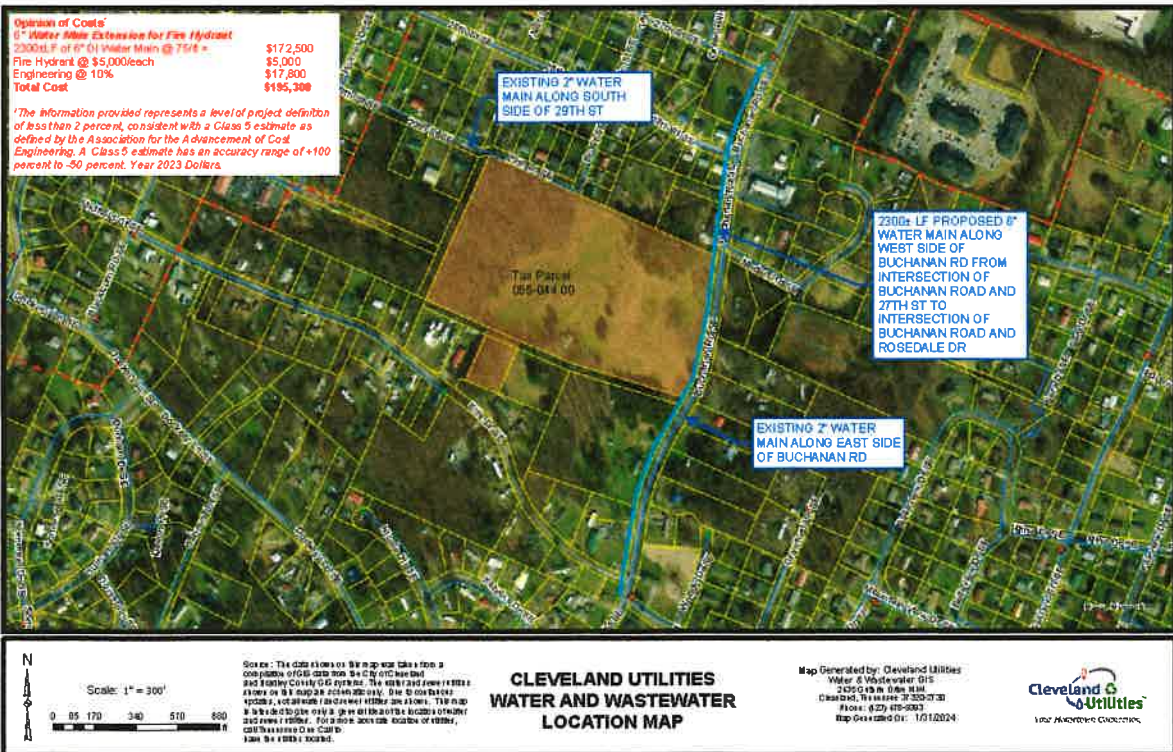
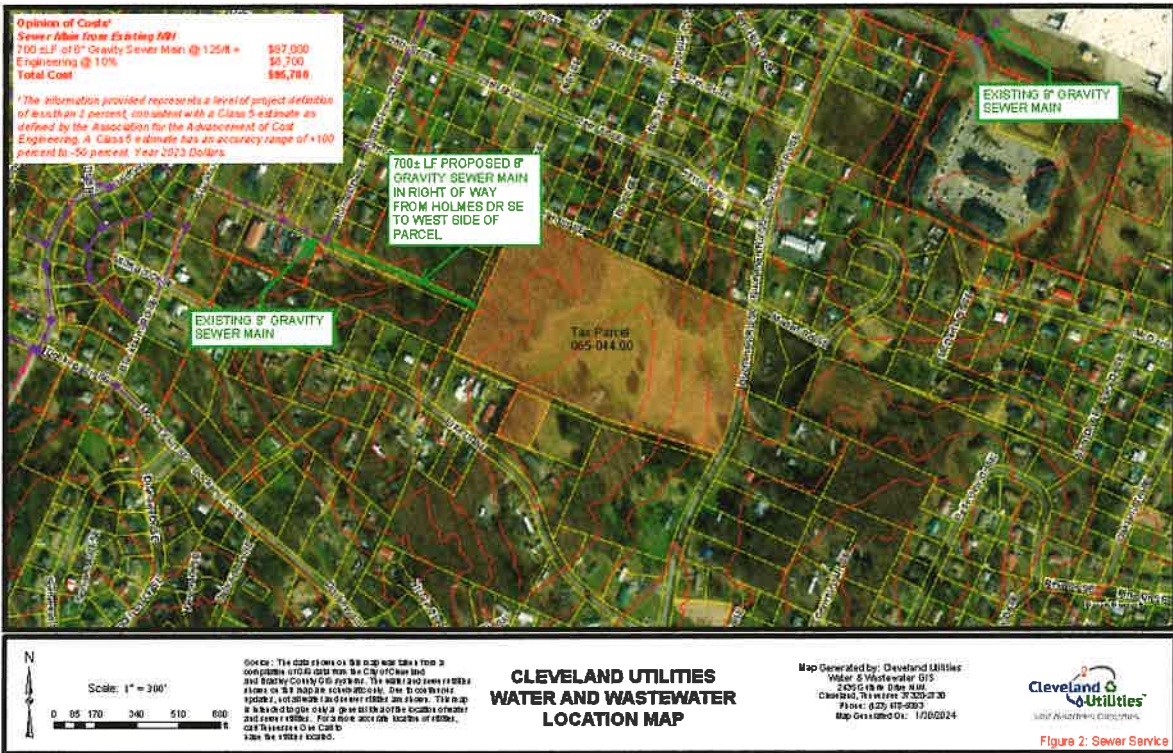
To provide sewer service to these parcels is approximately 700 LF of 8” gravity sewer main is required to be constructed. The new sewer main would begin at the existing sewer manhole at Holmes Dr. SE and 30th St. SE and extend along an unimproved right-of-way as shown on Plat Book 2, Page 166 to the western property line of the subject property. The Opinion of Probable Cost is \$95,700¹. See Figure 2—Sewer Service.

C. Fire Protection--- Fire protection is not presently available to this parcel.

To provide fire protection to this parcel, fire hydrants are to be installed on the new 6” waterline described above. See Figure 1 – Water Service.

Location	SUMMARY OF COSTS ¹			Total
	Domestic Water	Sanitary Sewer	Fire Protection	
Buchanan Road SE (065 040.00 and 044.00)	\$195,300	\$95,700	\$0	\$291,000

¹The information provided represents a level of project definition of less than 2 percent, consistent with a Class 5 estimate as defined by the Association for the Advancement of Cost Engineering. A Class 5 estimate has an accuracy range of +100 percent to -50 percent.



4. Electric Service

Cleveland Utilities Electric currently has facilities on three sides of the proposed property. Electric service to potential customers should not be an issue.

5. Public Works

A. Refuse Collection

- a. Current city policies regarding residential, commercial, and industrial refuse will apply in all proposed areas per the terms of the City's contract with Waste Connections of Tennessee, Inc.
- b. The City no longer provides curbside recycling, and this service will not be provided in the proposed areas, unless the City Council initiates a program in the future.

B. Route Collection Services

- a. Current city policies regarding residential debris, brush, and white good collections will apply in all proposed areas and will begin at the time of annexation. Each residence will be included in the City's ten route collection system. No additional equipment or manpower will be needed at this time.
- b. The current city policies regarding residential leaf collection will be provided annually for a period of approximately three months and will apply in all proposed areas.

C. Street Repair and Maintenance

- a. Emergency maintenance of city streets (i.e. repairing hazardous potholes) within the proposed areas will begin at time of annexation.
- b. Routine maintenance of local streets in the proposed areas will be scheduled on the same basis as such maintenance in the rest of the City.
- c. Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such substantial improvements in the proposed areas (where identified as needed by the governing body) will be accomplished in accordance with the priorities and policies established for the entire city.

- d. It appears that no street name signs, or street striping/painting is needed at this time for the proposed areas.

D. Stormwater and Drainage Services

Emergency drainage maintenance (i.e., cleaning catch basins, unblocking tile, installing drainage tile and/or catch basins) within these areas will begin at time of annexation.

E. General Rights-of-Way Maintenance (i.e., street sweeping, snow removal)

- a. Current city policies for routine street sweeping will be scheduled on the same basis as in the rest of the City and will apply in all proposed areas.
- b. Current city policies for snow removal and salting will be scheduled on the same basis as in the rest of the City and will apply in all proposed areas.

6. Schools

This annexation will cost Cleveland City Schools approximately \$56,642.00 per year and add 58 school age children.

7. Planning and Zoning

- A. The planning and zoning jurisdiction of the City will extend to the annexation areas upon the effective date of annexations and all municipal planning activities will encompass the needs of the annexed areas.
- B. This property is currently FAR in the unincorporated County. The property is proposed for a PUD Planned Unit of Development Zoning District as its post-annexation zoning.
- C. In the case of lots of record that are recorded prior to the effective date of annexation, if there are prevailing deed or subdivision restrictions on record, these deed or subdivision restrictions shall apply if in conflict with City zoning or subdivision regulations.

8. Animal Shelter

The City operates a full-time animal control program including an animal shelter. The Animal Shelter is located on Hill Street SE. Services include pick-up of stray and/or dangerous animals. These services will be available to the annexation areas on the effective date of the annexation.

9. Voting Rights and City Elections

- A. If an eligible voter's permanent place of residence is located in an annexed area, that voter is automatically eligible to vote in City elections.
- B. If an eligible voter is in the category of a property rights voter, then that voter must register at the Election Commission Office prior to voting in a City election.
- C. This annexation is expected to add approximately x residents to the 1st City Council District.

10. Stormwater

I. The City of Cleveland Stormwater Utility Fee is based on impervious area. The fee is billed on the Cleveland Utilities monthly water bill. For additional information or to view the Stormwater Utility Fee Credit and Adjustment Manual please visit our website at www.clevelandtn.gov/stormwater.

II. All new developments will need to adhere to the City of Cleveland Stormwater Ordinance. It appears that there may be a stream located on this site. Please review the City of Cleveland stream buffer requirements for any new development. Any modifications to the stream will require an Aquatic Resource Alteration Permit (ARAP). This permit is issued by the Tennessee Department of Environment and Conservation.

III. The City of Cleveland is now a Qualified Local Program (QLP). All development needing the Tennessee Department of Environment and Conservation (TDEC) Construction General Permit coverage will submit all required documentation and fees to the City of Cleveland only.

Revenue

Total revenue generated by this annexation is approximately **\$79,425 per year**