Bradley County Commission
Thomas Crye, Chairperson
WORK SESSION AGENDA
June 8, 2026, at 12:00p.m.
Bradley County Courthouse Commission Room

1. Call to order

2. Microphone reminder – Please ensure your microphone is activated each time you speak to maintain clarity for the record, for those joining us remotely, and for everyone here in the room.

3. Invocation – Cross City Florida 1st Baptist retired Pastor Ed Edredge

4. Pledge of Allegiance – Commissioner Bobby Goins

5. Report from County Mayor

6. Reports from committees and/or districts

7. Agenda items

   A. Department Fiscal Year 2026-2027 Budget Appeals – Commissioner Milan Blake

   B. Review Fiscal Year 2026-2027 Budget Document – Commissioner Milan Blake

   C. PUBLIC HEARING – 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 42.5 acres of property on Dalton Pike South currently owned by Steve Williams and Aaron Ware and further identified as map and parcels 066 044.00 and 066 046.00 (see pages 3-17) – Commissioner Josh Rogers

8. Communication from the audience (Chairperson will recognize and allow up to five minutes for anyone wishing to speak. Speakers must identify themselves for the record and address their concerns to the Commission as a whole.)

9. Announcements

10. Adjourn

Next meeting: Voting Session – Monday, June 15, at 12:00p.m., Courthouse

Upcoming Events
*Bradley County Board of Education, June 11, at 5:00p.m., Central Office
*Friday Festival, June 12, at 7:00p.m., First Street Square
*Farmers on First, June 14, 11:00a.m.-2:00p.m., Courthouse

RESOLUTION 2026-_____

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 42.5 ACRES OF PROPERTY ON DALTON PIKE SOUTH CURRENTLY OWNED BY STEVE WILLIAMS AND AARON WARE AND FURTHER IDENTIFIED AS MAP AND PARCELS 066 044.00 AND 066 046.00

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 1st day of June, 2026, 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 42.5 acres of

property on Dalton Pike South currently owned by Steve Williams and Aaron Ware and further identified as Map and Parcels 066 044.00 & 066 046.00.

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 ____ day of June, 2026.

_____
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, Steve Williams and Aaron Ware, 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 Steve Williams and Aaron Ware, 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 Steve Williams and Aaron Ware 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 the southwest corner of the lands of Angela Underwood, as recorded in BCROD deed book 2227 page 127, said point also being located in the eastern right of way of Dalton Pk and being a corner of the existing City Limits; thence leaving the existing City Limits and following the eastern right of way of Dalton Pk in a southerly direction 2629 feet, more or less, to a point where the eastern right of way of Dalton Pk intersects the northern line of the lands of Aware, LLC, as recorded in BCROD deed book 2865 page 64; thence with the northern line of the lands of Aware, LLC in a southeasterly direction 893, more or less, to the northwest corner of the lands of Aware, LLC, said point being located in the western line of tract 2 of Aware, LLC, as recorded in BCROD deed book 2980 page 568; thence crossing tract 2 of Aware, LLC in a southeasterly direction 1159 feet, more or less, to the northeast corner of the lands of Timothy Allen, as recorded in BCROD deed book 2577 page 542; thence with the northern line of the lands of Allen in a northwesterly direction 200 feet, more or less, to the northwest corner of the lands of Allen; thence with the western line of the lands of Allen in a southwesterly direction 151 feet, more or less, to the southwest corner of the lands of Allen, said point being located in the northern right of way of Simrita Cir; thence with the northern right of way of Simrita Cir in a northwesterly direction 42 feet, more or less, to the southeast corner of the lands of Tomothy Rogers, as recorded in BCROD deed book 1971 page 741; thence with the eastern line of the lands of Rogers in a northeasterly direction 204 feet, more or less, to the northeast corner of the lands of Rogers; thence with the norther line of the lands of Rogers in a northwesterly direction 155 feet, more or less, to the northwest corner of the lands of Rogers, said point also being the southeast corner of the lands of Paul Steven Williams, as recorded in BCORD deed book 3047 page 517; thence with the southern line of the lands of Williams in a northwesterly direction 377 feet, more or less, to the southwest corner of the lands of Williams, said point being located in the eastern right of way of Dalton Pk; thence crossing Dalton Pk with the same bearing as the southern line of the lands of Williams 120 feet, more or less, to the western right of way of Dalton Pk; thence following the western right of way of Dalton Pk in a northerly direction 3747 feet, more or less, to a point where the western right of way of Dalton Pk intersects the existing City Limits; thence following the existing City Limits and crossing Dalton Pk in a northeasterly direction 116 feet, more or less, to a point where the existing City Limits meets the eastern right of way of Dalton Pk; thence with the existing City Limits and the eastern right of way of Dalton Pk in a southeasterly direction 256 feet, more or less, to the point of beginning.

SEPTEMBER 16, 2025
DALTON PIKE SOUTH
ANNEXATION ANALYSIS
PLAN OF SERVICE
CITY OF CLEVELAND, TENNESSEE

The City of Cleveland, Tennessee is pursuing the annexation of approximately 42.5 acres located at Dalton Pike as described in this report, along with a corresponding plan of service and zoning plan for the area. Parcels 066P C 003.00 and a portion of 066 044.00, and a portion of 066 046.00 are located within the Urban Growth Boundary. This is a two-phase annexation with a portion of parcel 066 044.00 and 046.00 being located outside the Urban Growth Boundary. The POS below covers the entirety of the development. The proposed annexations are proposed to occur in 2026.

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

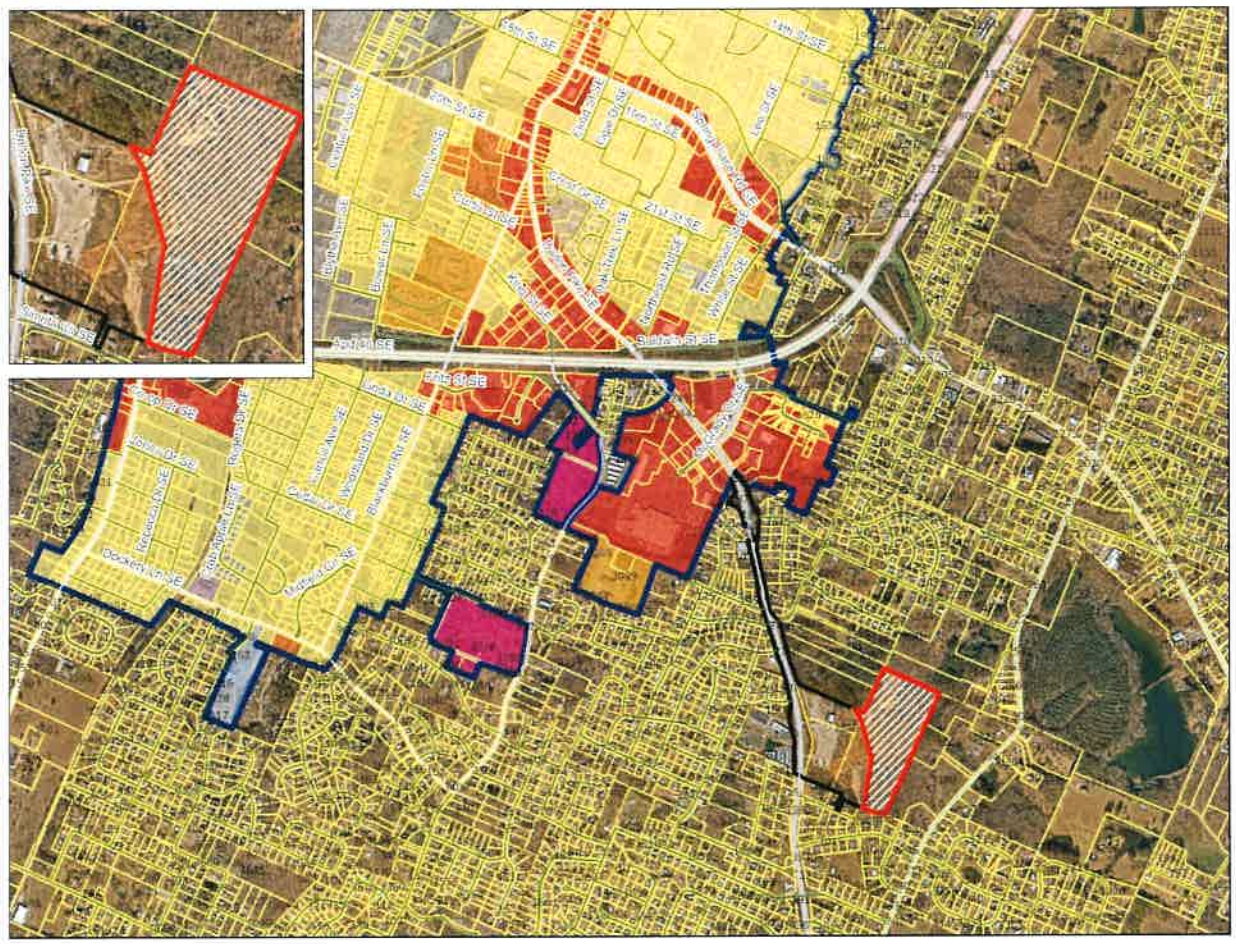
Public Chapter 1101 (PC 1101), adopted as Tennessee law in 1998, required cities to work cooperatively with other local governments to determine an urban growth boundary (UGB) in which annexations could occur. Cleveland has a twenty-nine square mile UGB that was based on a study of urbanization and service 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 one parcel, approximately 42.5 acres total. The annexation would zone the property as PUD Planned Unit of Development Zoning District. These parcels currently consist of a landscape laydown yard and undeveloped land. The property is described as Tax Map 066P C 003.00 and Tax Map 066 Parcels 044.00 and 046.00.

Dalton Pike Annexation Map



Black outlined area = First portion of annexation Hatched area = Second portion of annexation

Legal Description

PORTION WITH ROADWAY

Beginning at the southwest corner of the lands of Angela Underwood, as recorded in BCROD deed book 2227 page 127, said point also being located in the eastern right of way of Dalton Pk and being a corner of the existing City Limits; thence leaving the existing City Limits and following the eastern right of way of Dalton Pk in a southerly direction 2629 feet, more or less, to a point where the eastern right of way of Dalton Pk intersects the northern line

of the lands of Aware, LLC, as recorded in BCROD deed book 2865 page 64; thence with the northern line of the lands of Aware, LLC in a southeasterly direction 893, more or less, to the northwest corner of the lands of Aware, LLC, said point being located in the western line of tract 2 of Aware, LLC, as recorded in BCROD deed book 2980 page 568; thence crossing tract 2 of Aware, LLC in a southeasterly direction 1159 feet, more or less, to the northeast corner of the lands of Timothy Allen, as recorded in BCROD deed book 2577 page 542; thence with the northern line of the lands of Allen in a northwesterly direction 200 feet, more or less, to the northwest corner of the lands of Allen; thence with the western line of the lands of Allen in a southwesterly direction 151 feet, more or less, to the southwest corner of the lands of Allen, said point being located in the northern right of way of Simrita Cir; thence with the northern right of way of Simrita Cir in a northwesterly direction 42 feet, more or less, to the southeast corner of the lands of Tomothy Rogers, as recorded in BCROD deed book 1971 page 741; thence with the eastern line of the lands of Rogers in a northeasterly direction 204 feet, more or less, to the northeast corner of the lands of Rogers; thence with the norther line of the lands of Rogers in a northwesterly direction 155 feet, more or less, to the northwest corner of the lands of Rogers, said point also being the southeast corner of the lands of Paul Steven Williams, as recorded in BCORD deed book 3047 page 517; thence with the southern line of the lands of Williams in a northwesterly direction 377 feet, more or less, to the southwest corner of the lands of Williams, said point being located in the eastern right of way of Dalton Pk; thence crossing Dalton Pk with the same bearing as the southern line of the lands of Williams 120 feet, more or less, to the western right of way of Dalton Pk; thence following the western right of way of Dalton Pk in a northerly direction 3747 feet, more or less, to a point where the western right of way of Dalton Pk intersects the existing City Limits; thence following the existing City Limits and crossing Dalton Pk in a northeasterly direction 116 feet, more or less, to a point where the existing City Limits meets the eastern right of way of Dalton Pk; thence with the existing City Limits and the eastern right of way of Dalton Pk in a southeasterly direction 256 feet, more or less, to the point of beginning.

REAR PORTION
Beginning at the southeast corner of the lands of Dwight Donohoo as recorded in BCORD, deed book 2828 page 809, said point also being located in the western line of the lands of Aware. LLC, as recorded in BCROD deed book 2980 page 568; thence with the western line of the lands of Aware, LLC in a northeasterly direction 605 feet, more or less, to the northwest corner of the lands of Aware, LLC; thence with the northern line of the lands of Aware, LLC in a southeasterly direction 757 feet, more or less, to the northeast corner of the lands of Aware, LLC; thence with the eastern line of the lands of Aware, LLC in a southwesterly direction 1648 feet, more or less, to the southeast corner of the lands of Aware, LLC; thence with the southern line of the lands of Aware, LLC in a westerly direction 322 feet, more or less, to the northeast corner of the lands of Timothy Allen, as recorded in BCROD deed book 2577 page 542; thence crossing the property of Aware, LLC in a northwesterly direction 1159 feet ,more or less, to the point of beginning.

Plan of Services

1. Police Protection

Patrolling, radio responses 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 with existing stations and personnel, with little impact to the budget.

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

A. Domestic Water---Domestic water service is presently available to the parcel via an 12" water main along the west side of Dalton Pike SE. See Figure 1 – Water Service.

B. Sanitary Sewer---Sewer service is not presently available to the parcel. To serve this parcel, approximately 4,850± LF of 4" gravity sewer force main will need to be installed from the southern portion of the property to a manhole at the intersection of Treasury Dr. SE and Dalton Pike SE. The Opinion of Probable Cost is $1,971,750. This work can be completed in eight years. See Figure 2 – Sewer Service.

C. Fire Protection---Fire protection is not presently available to the parcel. A fire hydrant can be installed in front of the property along Dalton Pike. The Opinion of Probable Cost is $10,000. This work can be completed in 8 years. See Figure 1 – Water Service.

SUMMARY OF COSTS[1]

Location	Domestic Water	Sanitary Sewer	Fire Protection	Total
2899 Dalton Pike (Tax Parcel 066P-C-003.00 066 044.00 046.00)	**$0**	**$1,971,750**	**$10,000**	**$1,981,750**

1

CU's opinions of probable Construction Cost are to be made on the basis of CU's experience, qualifications, and general familiarity with the construction industry. However, because CU has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, CU cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by CU. The 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

Figure 1 Water Service

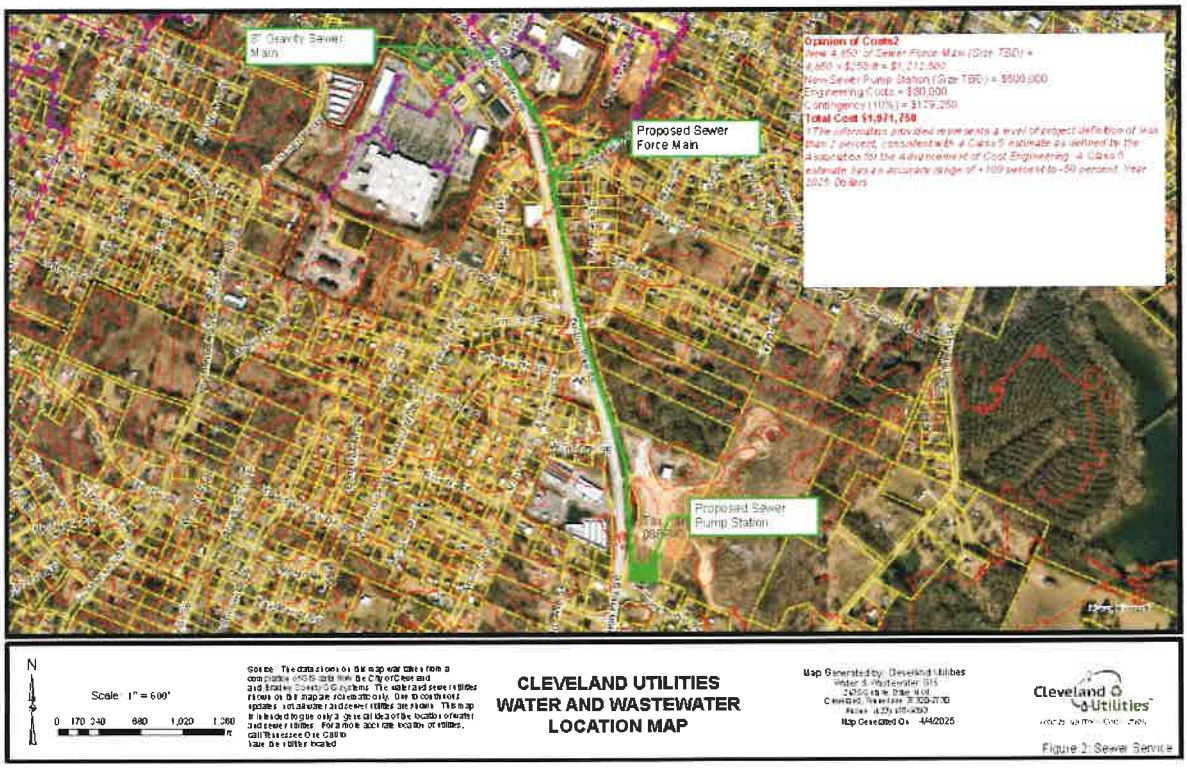


Figure 2: Sewer Service

4. Electric Service

Cleveland Utilities Electric has sufficient facilities along Dalton Pike to serve the new development.

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, unstopping 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

The education impact would be 32 school-age children at a cost to the City of $35,874.24 annually. This is in the Blythe-Bower School Zone.

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 and C-2 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 210 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 development will need to adhere to the City of Cleveland Stormwater Ordinance. If there is a possibility of ponds, wetlands, and/or streams on site. A hydrological determination will be required before land disturbance activities are permitted. The study will also need to be approved by TDEC. Please provide the study and the concurrence letter from TDEC. Any modifications to a pond, wetland, or 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 developments 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 **$80,325.16 per year.**