

City of Chattanooga  
Phillip A. Noblett  
District No. 2

RESOLUTION NO. 30327

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH THE CITY OF RED BANK ADJUSTING BOUNDARIES IN ACCORDANCE WITH T.C.A. § 6-51-302 FOR A VACANT PARCEL OF LAND ADJACENT TO PINE BREEZE ROAD SO THAT IT WILL BE MAINTAINED AND BE INCLUDED IN THE CORPORATE BOUNDARIES OF THE CITY OF RED BANK THE EFFECTIVE DATE OF THIS ATTACHED INTERLOCAL AGREEMENT FORWARD.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Mayor be and is hereby authorized to sign an Interlocal Agreement with the City of Red Bank adjusting the boundaries in accordance with T.C.A. § 6-51-302 for a vacant parcel of land adjacent to Pine Breeze Road so that it will be maintained and be included in the corporate boundaries of the City of Red Bank from the effective date of this attached Interlocal Agreement forward, more particularly described in the map attached hereto.

ADOPTED: April 28, 2020

/mem

INTERLOCAL AGREEMENT BETWEEN THE CITY OF CHATTANOOGA, TENNESSEE  
AND THE CITY OF RED BANK, TENNESSEE ADJUSTING BOUNDARIES IN  
ACCORDANCE WITH T.C.A. §6-51-302

THIS INTERLOCAL AGREEMENT IN ACCORDANCE WITH T.C.A. §6-51-302 is entered into by and between the City of Chattanooga, Tennessee (“Chattanooga”) and the City of Red Bank, Tennessee (“Red Bank”).

WHEREAS, on \_\_\_\_\_, the parties hereto, as well as the other municipal and county governments in Hamilton County approved the Master Interlocal Agreement which, among other things, established urban growth boundaries for Hamilton County in accordance with the provisions of T.C.A. §6-58-101, et. seq.; and

WHEREAS, at approximately the same time, Chattanooga and Red Bank resolved boundary line disputes by agreement over an area adjacent to Pine Breeze Road between their municipal boundaries; and

WHEREAS, as a result of those agreements, the city limits adjacent to Pine Breeze Road have been established in accordance with the map which is attached hereto; and

WHEREAS, for the purposes of this Agreement, the Property is more fully described in the attached map hereto, which is incorporated herein by reference; and

WHEREAS, Chattanooga and Red Bank desire to accommodate this development so that the Property may be utilized to the advantage of both municipalities, and that both municipalities, in the manner set forth below, may financially benefit from the anticipated development of the Property.

WHEREAS, the municipal boundaries between the two parties hereto are contiguous and such boundaries either are not in line with the street and lot layout of the municipalities or do not conform to the new public right-of-way as described above. Accordingly, the parties hereto desire

to adjust such boundaries by contract between themselves so as to avoid confusion and uncertainty about the location of the contiguous boundary or to conform the contiguous boundary to an existing public right-of-way by the boundary being adjusted so that the jurisdiction over the Property is consistent with the general situation of the jurisdictional boundaries in that area.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and promises expressed herein, Chattanooga and Red Bank agree as follows:

1. Chattanooga and Red Bank agree to modify their respective boundaries for the reasons described above by Chattanooga relinquishing municipal jurisdiction over the Property depicted in the attached map with Red Bank assuming municipal jurisdiction over the same.

2. In consideration of the adjustment of the boundary contemplated herein, and to provide Chattanooga with a certain aspect of the financial benefit of the anticipated development of the Property, Red Bank agrees as follows:

3. Red Bank will pay Chattanooga the sum of \$250.00 representing all real property tax which is due on the Chattanooga portion of the tract identified as 126E-B-015.01 beginning on the first day of the first calendar year this agreement is signed based on the assessed tax rates and taxes levied by the City of Red Bank.

4. Beginning in the second year after structures are constructed and assessed, on the property within the portion of tract identified as 126E-B-015.01 originally located within the boundary of the City of Chattanooga as shown on the Preliminary Site Plan of MAP Engineering which is attached as Exhibit A, Red Bank agrees to provide payment to the City of Chattanooga for two additional years for all taxes collected by Red Bank for parcels twelve (12) through sixteen (16) as shown on Exhibit A as constructed within the portion of tract 126E-B-015.01 which was

originally within the City of Chattanooga based on the rate of assessed taxes within the City of Red Bank at that time.

5. Red Bank agrees to provide payment to Chattanooga within thirty (30) days after tax payments are collected under this Interlocal Agreement and paid to Red Bank by the property owner through the Hamilton County Trustee’s Office as a result of this boundary line adjustment. In the event there is any question over the amount of real property or sales tax equivalent payments due to Chattanooga, Red Bank shall provide audit information for all taxes collected within seven (7) business days of any request by Chattanooga Finance or Audit employees.

6. From and after ten (10) days from the date of this agreement, the Property, to be improved and constructed in the manner depicted in the Preliminary Site Plan of MAP Engineering attached Exhibit A, will be within the municipal limits of Red Bank.

7. By the execution of this document, Chattanooga and Red Bank each represent that their respective governing bodies have approved this Agreement.

THIS the \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF CHATTANOOGA, TENNESSEE

CITY OF RED BANK, TENNESSEE

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Mayor

APPROVED:

APPROVED:

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# EXHIBIT A

