



Bradley County Commission
Louie Alford, Chairman
VOTING SESSION AGENDA
April 17, 2017 at noon
Bradley County Courthouse

1. Call to order
2. Pledge of Allegiance
3. Invocation – Hubert Seals
4. Roll Call
5. Approval of Minutes
6. Report from County Mayor
7. Consent Agenda (see page 3-4)
8. Reports from Committees and/or Districts
9. Unfinished Business
10. Approval of Agenda
11. Agenda Items
 - A. Resolution 2017-18 declaring the former Ocoee Post Office structure located on the south end of the property located on Kinser Road, known as Primitive Settlement, map and parcel number 067 052.00, as surplus property and donating the former Ocoee Post Office structure to Polk County, TN (see page 5) – Commissioner Charlotte Peak
 - B. Resolution 2017-17 amended resolution authorizing Bradley County Mayor to enter into the attached revised conditional sale agreement with Larry Armour regarding the purchase of the property known as American Uniform property, map and parcel 050 A O 004.00, 050 H A 001.00, and 050 A P 001.00 for an amount of two million two hundred thousand dollars (\$2,200,000.00) and directing the Mayor to obtain an updated appraisal of the subject property (see pages 6-9) – Commissioner Milan Blake
 - C. Resolution 2017-19 to rezone from Farming/Agricultural/Residential (FAR) district to General Commercial (C-2) district property located at 2524 Harrison Pike and identified by tax map 048D Group F Parcel 002.01 (see pages 10-11) – Commissioner Thomas Crye
12. Communication from the audience

13. Announcements

14. Adjourn

Next meeting: Work Session, April 24, 7:00p.m.

Upcoming Events

Finance Committee, immediately following this meeting, Mayor's conference room
Law Enforcement Committee, Thursday, April 20, 1pm, Sheriff's Office



Bradley County Commission
Louie Alford, Chairman
CONSENT AGENDA
April 17, 2017, at noon
Bradley County Courthouse

REAPPOINTMENTS

1. Reappoint Floyd Clevenger as 7th district representative to the Beer Board term October 2016-October 2020.
2. Reappoint Kim Casteel as 7th district representative to HCI committee May 2017-May 2021.

NOTARIES PUBLIC

3. Notaries public (see page 4)



RESOLUTION 2017-18

RESOLUTION DECLARING THE FORMER OCOEE POST OFFICE STRUCTURE LOCATED ON THE SOUTH END OF THE PROPERTY LOCATED ON KINSER ROAD, KNOWN AS PRIMITIVE SETTLEMENT, MAP AND PARCEL NUMBER 067 052.00, AS SURPLUS PROPERTY AND DONATING THE FORMER OCOEE POST OFFICE STRUCTURE TO POLK COUNTY, TENNESSEE

WHEREAS, the Bradley County Commission voted to accept from a private donor certain property, formerly Primitive Settlement, Map and Parcel Number 067 052.00, including the former Ocoee Post Office structure located on the South end of the property; and

WHEREAS, Bradley County has declared the former Primitive Settlement property as surplus and has approved the trade of said property, excluding the post office structure; and

WHEREAS, Polk County has expressed its desire to own and maintain the former Ocoee Post Office structure.

NOW, THEREFORE, BE IT RESOLVED by the Bradley County Legislative Body meeting in regular session at Cleveland, Tennessee, on this 17th day of April, 2017, that the former Ocoee Post Office structure located on the South end of the former Primitive Settlement property is declared surplus property.

BE IT FURTHER RESOLVED that Bradley County hereby donates the former Ocoee Post Office structure located on the South end of the former Primitive Settlement property to Polk County, Tennessee, so long as, said structure is removed from the Primitive Settlement property by Polk County no later than one hundred twenty (120) days from the passage of this Resolution.

ADOPTED this 17th day of April, 2017.

Louie Alford, Chairman

Donna A. Simpson, County Clerk

APPROVE/VETO:

D. Gary Davis, County Mayor



RESOLUTION 2017-17

AMENDED RESOLUTION AUTHORIZING BRADLEY COUNTY MAYOR TO ENTER INTO THE ATTACHED REVISED CONDITIONAL SALE AGREEMENT WITH LARRY ARMOUR REGARDING THE PURCHASE OF THE PROPERTY KNOWN AS THE FORMER AMERICAN UNIFORM PROPERTY, MAP AND PARCEL NUMBERS 050 A O 004.00, 050 H A 001.00, AND 050 A P 001.00 FOR AN AMOUNT OF TWO MILLION TWO HUNDRED THOUSAND DOLLARS (\$2,200, 000.00) AND DIRECTING THE MAYOR TO OBTAIN AN UPDATED APPRAISAL OF THE SUBJECT PROPERTY.

WHEREAS, Bradley County, for the use and benefit of the Bradley County Board of Education, seeks to purchase the property known as the former American Uniform Property, Map and Parcel Numbers 050 A O 004.00, 050 H A 001.00, and 050 A P 001.00; and

WHEREAS, the Bradley County Board of Education has expressed its desire to purchase the property for a multi-purpose use, including a school and a “STEM hub” (a science, technology, engineering and math facility which would allow students to learn career skills).

NOW, THEREFORE, BE IT RESOLVED by the Bradley County Legislative Body meeting in regular session at Cleveland, Tennessee, on this 17th day of April, 2017, that the Bradley County Mayor be and is hereby authorized to enter into the attached Conditional Sale Agreement with Larry Armour regarding the purchase of the property known as the former American Uniform Property, Map and Parcel Numbers 050 A O 004.00, 050 H A 001.00, and 050 A P 001.00 for a purchase price of two million two hundred thousand dollars (\$2,200,000.00) and the Mayor is further directed to obtain an updated appraisal of the subject property.

ADOPTED this 17th day of April, 2017.

Louie Alford, Chairman

Donna A. Simpson, County Clerk

APPROVE/VETO:

D. Gary Davis, County Mayor

CONDITIONAL SALE AGREEMENT

THIS CONDITIONAL SALE AGREEMENT for real estate is entered into this 17th day of April, 2017, by and between BRADLEY COUNTY, TENNESSEE (hereinafter "County"), and LARRY ARMOUR (hereinafter "Seller"). In consideration of this Agreement, County and Seller agree as follows:

1. Sale of Property. Seller agrees to sell to Bradley County, Tennessee the property known as the former American Uniform Property, Map and Parcel Numbers 050 A O 004.00, 050 H A 001.00, and 050 A P 001.00, more particularly described as follows (hereinafter "Subject Property"):

Located in the Fourth Civil District of Bradley County, and in the City of Cleveland, Tennessee, to-wit:

TRACT ONE:

Beginning at an iron pin located at the intersection of Parker Street and 23rd Street, said point being the Southeastern corner of the herein described parcel; run thence along 23rd Street North 66 deg. 08 min. 00 sec. West 389.37 feet; thence North 26 deg. 46 min. 00 sec. East, 79 feet to an iron pin; thence along property of Bradley Co. Board of Education North 66 deg. 30 min. 00 sec. West, 102.80 feet to a corner marked by an iron pin; thence along property of Hall Chevrolet (DB207/12) North 37 deg. 06 min. 00 sec. East, 768.60 feet to a corner marked by an iron pin; thence South 76 deg. 57 min. 00 sec. East, 393.59 feet to an iron pin; thence along the right of way of Parker Street South 31 deg. 47 min. 18 sec. West, 214.13 feet to a point; thence South 28 deg. 13 min. 06 sec. West, 573.97 feet to a point; thence South 24 deg. 31 min. 15 sec. West, 116.11 feet to a corner marked by an iron pin being the point of beginning. All as shown by survey of Jim Richmond d/b/a Richmond Surveying Co., TN Lic. No. 917, 3005 Michigan Ave. Rd., Cleveland, TN, dated 5/6/06.

TRACT TWO:

Beginning at an iron pin set in the Southwestern corner of the herein described property and the Northwestern corner of property of Bradley Co. Board of Education, said point also lying in the right of way of Parker Street; run thence along Parker Street North 24 deg. 31 min. 15 sec. East 30.08 feet to a point; thence continue North 28 deg. 09 min. 19 sec. East, 567.83 feet to a point; thence North 31 deg. 47 min. 14 sec. East, 219 feet to a corner marked by an iron pin; thence along property of Gold (DB 1377/692) South 72 deg. 12 min. 55 sec. East, 241.44 feet to a corner marked by an iron pin; thence following the meanders of Fillauer Branch a chord distance of South 07 deg. 19 min. 03 sec. West, 585.54 feet to a 3 inch iron post; thence along Fillauer Family (DB 1175/497) North 67 deg. 06 min. 24 sec. West, 277.55 feet to a corner marked by a 3 inch iron post; thence South 23 deg. 07 min. 09 sec. West, 269.57 feet to a 3 inch iron post; thence North 66 deg. 52 min. 51 sec. West, 205.83 feet to the point of beginning. All as shown by survey of Jim Richmond d/b/a Richmond Surveying Co., TN Lic. No. 917, 3005 Michigan Ave. Rd., Cleveland, TN, dated 5/6/06.

2. Purchase Price and Manner of Payment. The total purchase price (hereinafter "Purchase Price") to be paid for the Property shall be two million two hundred thousand dollars (\$2,200,000.00). The Purchase Price shall be payable as follows:

2.1 Payment of the total Purchase Price and interest shall be due and payable on July 15, 2019. Interest in the amount of 1.375% per annum on the total Purchase Price shall begin to accrue on the date that all conditions set forth in this Agreement are fully satisfied by Seller. No payments of the Purchase Price or interest shall be payable until July 15, 2019.

2.2 In the event that all conditions set forth in this Agreement are not fully satisfied by Seller no payments for interest or Purchase Price shall be owed by the County.

3. Conditions of Sale. The obligations of the County under this Agreement are contingent upon the following conditions being satisfied by the Seller:

3.1 A formal understanding in the form of an agreement must be obtained and approved by Resolution from the City of Cleveland recognizing that any and all rights to all or part of any funds that may be due the City of Cleveland as a result of borrowing funds for the financing of the Subject Property pursuant to Tenn. Code Ann. § 9-21-129 or any other statutory authority shall not be paid until July 15, 2019.

3.2 The aforementioned Resolution must be approved within one hundred and twenty (120) days of the execution of this Agreement.

3.3 Upon approval of the Resolution by both the City of Cleveland, Seller will provide the County with a Warranty Deed signed by all legal owners of the Subject Property.

3.4 County shall obtain an updated appraisal regarding the valuation of the property and the appraisal must establish that the appraised value of the property is equivalent to or greater than the Purchase Price. In the event that the appraised value is less than the Purchase Price, this Agreement shall automatically terminate as set forth in Section 3.5 below.

3.5 Failure to satisfy all of the conditions set forth in Section 3 of this Agreement will result in the automatic termination of this Agreement and the sale of the Subject Property shall be voided.

4. Insurance and Casualty. If all or any part of the Subject Property is damaged by fire, casualty, the elements or any other cause prior to the execution of a Warranty Deed for the Subject Property, Seller shall immediately give notice to County, and County shall have the right to immediately terminate this Agreement. Seller agrees to maintain insurance coverage on the Subject Property until the execution of a Warranty Deed regarding the Subject Property.

5. Notices. Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed by United States certified mail, return receipt requested, postage prepaid; or if transmitted by facsimile a copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: Larry Armour
 2127 Ooltewah Ringgold Road
 Chattanooga, TN 37363

If to County: D. Gary Davis
 P.O. Box 1167
 Cleveland, TN 37364

Notices shall be deemed effective on the date of receipt. Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

6. Miscellaneous. The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written offers or agreements between the parties regarding the Subject Property. This Agreement binds and benefits the parties and their successors and assigns. This Agreement has been made under the laws of the State of Tennessee, and any suit regarding this Agreement must be brought in Bradley County, Tennessee.

7. Agency Status. Seller represents and warrants that he is a duly authorized agent of Village Investments, LLC and APF Investments, LLC authorized to enter into this agreement regarding the Subject Property.

In Witness Whereof, County and the Seller have, through their duly authorized representatives, entered into this Conditional Sale Agreement. The parties, having read and understood the foregoing terms, do by their respective signatures below hereby agree to the terms thereof.

{Signatures on following page}

SELLER

BRADLEY COUNTY

By: _____

By: _____

Larry Armour

D. Gary Davis

Print Name

Print Name

Title

Bradley County Mayor

Title

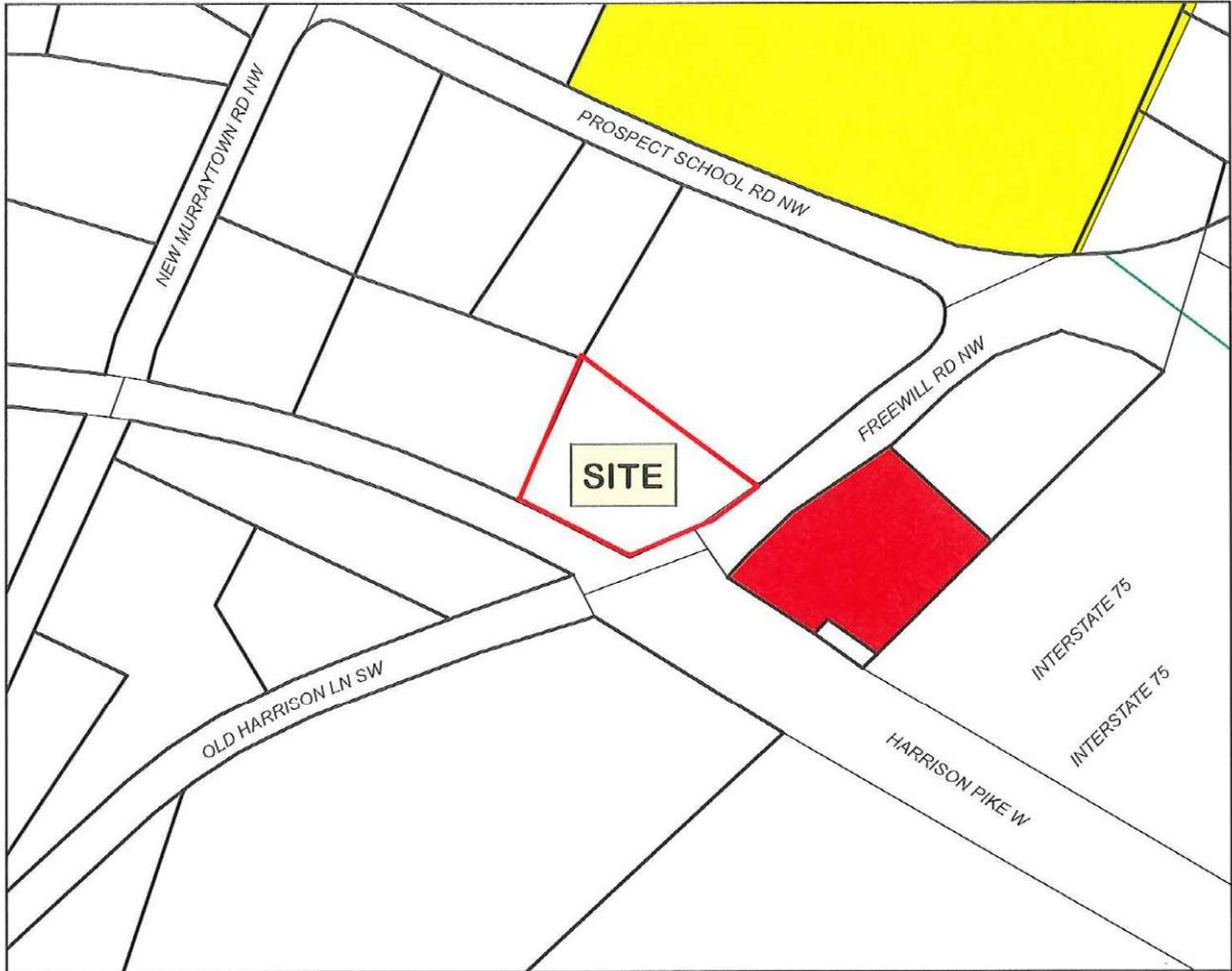
Address: 2127 Ooltewah Ringgold Road
Chattanooga, TN 37363

Address: P.O. Box 1167
Cleveland, TN 37364-1167

Rezoning Request

March 2, 2017

Prepared by the Bradley County Planning Office



Zoning

Zoning Classification

-  C-1
-  C-2
-  C-3
-  FAR
-  I-1
-  I-2
-  P-1
-  R-1
-  R-2

Applicant: Johnny R. Brewer

Address: 2524 Harrison Pike, Cleveland, TN 37311

Tax Map: 048D Group: F Parcel: 002.01

Commission District: 1

Present Zoning: FAR Forestry/Agricultural/Residential

Proposed Zoning: C-2 General Commercial

Current Use: Vacant Building

Proposed Use: Used Car Sales



The Bradley County Regional Planning Commission
Recommended Approval of this Rezoning Request.

0 37.575 150 225 300
Feet



RESOLUTION 2017-19

RESOLUTION TO REZONE FROM FORESTRY/AGRICULTURAL/RESIDENTIAL DISTRICT (FAR) TO GENERAL COMMERCIAL DISTRICT (C-2) PROPERTY LOCATED AT 2524 HARRISON PIKE AND IDENTIFIED BY TAX MAP: 048D Group: F Parcel: 002.01

WHEREAS, Johnny R. Brewer petitioned the Bradley County Planning Commission to rezone from Forestry/Agricultural/Residential (FAR) to General Commercial (C-2) property located at 2524 Harrison Pike and identified by Tax Map: 048D Group: F Parcel: 002.01 and said Planning Commission on March 16, 2017 recommended that this petition be approved;

WHEREAS, Johnny R. Brewer requested that the Bradley County Commission consider said petition and notice has been published in a newspaper in general circulation in Bradley County and that the County Commission will hold a public hearing on April 17, 2017 concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE BE IT RESOLVED by the county legislative body of Bradley County meeting in session at Bradley County, Tennessee, on the 17th day of April, 2017 that the zoning map of Bradley County, Tennessee be amended to rezone from Forestry/Agricultural/Residential (FAR) to General Commercial (C-2) property located on 2524 Georgetown Road and property described in Deed Book: 2371 Page: 248, Bradley County Register of Deed's Office and identified by Tax Map: 048D Group: F Parcel: 002.01, as shown on the attached map.

This Resolution shall become effective upon adoption, the public welfare requiring it.

Adopted this 17th Day of April, 2017

APPROVED:

Louie Alford, Chairman

ATTEST:

Donna A. Simpson, County Clerk

RATIFIED OR VETO:

D. Gary Davis, County Mayor