

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF FOURTEEN THOUSAND FIVE HUNDRED DOLLARS (\$14,500.00) FOR CONSIDERATION FROM THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AS COMPENSATION FOR THE REPLACEMENT OF THE SIGN AT THE ENTRANCE TO THE SUMMIT OF SOFTBALL AS RELATED TO THE STATE PROJECT 33070-2230-14 AND FOR THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS RELATED TO THE TRANSACTION.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the acceptance of \$14,500.00 for consideration from the State of Tennessee Department of Transportation as compensation for the replacement of the sign at the entrance to the Summit of Softball as related to the State Project 33070-2230-14 and for the Mayor to execute any and all documents related to the transaction.

ADOPTED: \_\_\_\_\_, 2014

/mem

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: JULY 23, 2014

Preparer: Cary Bohannon

Department: General Services

Brief Description of Purpose for Resolution/Ordinance: Res./Ord. # \_\_\_\_\_ Council District # 4

A RESOLUTION AUTHORIZING THE CITY OF CHATTANOOGA TO ACCEPT THE AMOUNT OF \$14,500 FOR CONSIDERATION FROM THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AS COMPENSATION FOR THE REPLACEMENT OF THE SIGN AT THE ENTRANCE TO THE SUMMIT OF SOFTBALL AS RELATED TO STATE PROJECT 33070-2230-14 AND FOR THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS RELATED TO THE TRANSACTION.

Name of Vendor/Contractor/Grant, etc.	TDOT	New Contract/Project? (Yes or No)	NO
Total project cost \$	N/A	Funds Budgeted? (YES or NO)	N/A
Total City of Chattanooga Portion \$	N/A	Provide Fund	N/A
City Amount Funded \$	N/A	Provide Cost Center	N/A
New City Funding Required \$	N/A	Proposed Funding Source if not budgeted	N/A
City's Match Percentage %	N/A	Grant Period (if applicable)	N/A

List all other funding sources and amount for each contributor.

Amount(s)	Grantor(s)
\$ _____	_____
\$ _____	_____
\$ _____	_____

Agency Grant Number \_\_\_\_\_

CFDA Number if known \_\_\_\_\_

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Approved by:  \_\_\_\_\_  
DESIGNATED OFFICIAL/ADMINISTRATOR

Reviewed by: FINANCE OFFICE

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09

Questions? Contact Finance Department . 423.757.5232

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
OFFER TO ACQUIRE REAL PROPERTY

DATE: 6-30-14

STATE PROJECT: 33070-2230-14  
FEDERAL PROJECT: STP-317(14)  
TENANT OWNER/S: CITY OF CHATTANOOGA

COUNTY/S: HAMILTON  
TRACT #: 84

THE FOLLOWING OFFER IS NOT LESS THAN THE APPROVED APPRAISAL OF THE FAIR MARKET VALUE OF THE PROPERTY INCLUDING, WHERE APPLICABLE, DAMAGES TO THE REMAINDER. THIS OFFER DOES [ ] DOES NOT [ X ] INCLUDE PAYMENT FOR THE PURCHASE OF ONE OR MORE UNECONOMIC REMAINDERS.

A ← OR → B

	IMPROVEMENTS ACQUIRED	IMPROVEMENTS RETAINED
LAND (FEE SIMPLE )	\$0.00	SAME AS A
PDE	\$0.00	SAME AS A
IMPROVEMENTS	\$14,500.00	\$13,100.00
DAMAGES/BENEFITS	\$0.00	\$0.00
SLOPE EASEMENT	\$0.00	SAME AS A
TCE	\$0.00	SAME AS A
EST. FAIR MARKET VALUE	\$0.00	SAME AS A
UTILITY ADJUSTMENT	\$0.00	SAME AS A
GRAND TOTAL	<u>\$14,500.00</u>	<u>\$13,100.00</u>

RESIDENTIAL RELOCATION [ ] (See RA Form 109)  
BUSINESS RELOCATION [ ] (See RA Form 116)

THIS OFFER INCLUDES PAYMENT FOR THE FOLLOWING IMPROVEMENTS::

Concrete & Metal Sign w/electricity ✓

THIS OFFER DOES NOT INCLUDE PAYMENT FOR THE FOLLOWING IMPROVEMENTS AS THEY ARE OWNED BY OTHERS: N/A

The original of this form was delivered to City of Chattanooga Youth & Family Development  
On 6-30-14. He had or was furnished a copy of the Acquisition Brochure.

James D. Hicks  
ROW Agent 3  
NEGOTIATOR



**APPROVED OFFER COMPENSATION**

Consultant Prepared Form 2

State Project No:	33070-2230-14	County/s:	Hamilton
Federal Project No:	STP-317(14)	Field Office:	Region 2
Property Owner:	The Layman Foundation (c/o Herbert Coolidge: 423-544-9285)		
Tax Map/Parcel No:	140 - 160.10	Tract No:	84

**SUMMARY OF REPORTS**

PERSONNEL	APPRAISER'S NAME	APPRAISAL AMOUNT	EFFECTIVE VALUATION	TYPE REPORT
	J. Kip Miller	\$32,850	2/19/2013	FPA

**APPROVED ACQUISITION AREAS/COMPENSATION**

INTERESTS ACQUIRED	ORIGINAL ACQUISITION AREAS	ORIGINAL APPROVED COMP.	REVISED ACQUISITION AREAS	REVISED APPROVED COMPENSATION	ALTERNATE ACQUISITION AREAS	ALTERNATE APPROVED COMP.
LAND (FEE SIMPLE)	2578 s.f.	7,738				
PDE	0	0				
SLOPE EASEMENT	3,382 s.f.	7,102				
TCE	2,600 s.f.	3,510				
AIR RIGHTS						
(LAND OWNER) IMPROVEMENTS		0				
(LAND OWNER) DAMAGES/BENEFIT		0				
APPROVED OFFER AMOUNT		18,350		0		0
UTILITY ADJUSTMENT		0				
(LAND OWNER) TOTAL		18,350		0		0
TENANT IMPROVEMENTS TOTAL		14,500				
FORM 2 GRAND TOTAL		\$32,850		0		0

**ORIGINAL AREA SUMMARY**

ORIGINAL AREA BEFORE	ORIGINAL AREA ACQUIRED	ORIGINAL AREA AFTER
3.548 ac.	0.059 ac.	3.489 ac.

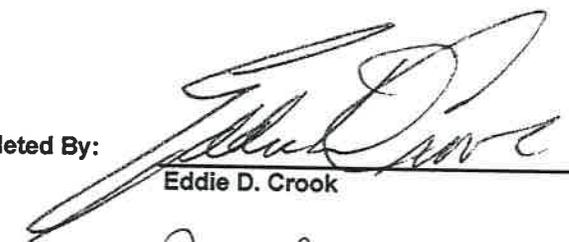
**ALTERNATE AREA SUMMARY**

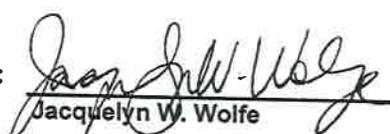
ALTERNATE AREA ACQUIRED	ALTERNATE AREA AFTER ACQUISITION

**COMMENTS TO NEGOTIATOR**

This appraisal demonstrates proper appraisal methodology and careful consideration by the appraiser in assessing problems related to the proposed acquisition and construction resulting in a credible estimate of the amount due owner(s). The estimated value of \$32,850 is approved for offer to the owner(s). Total estimated amount due owner is allocated as \$18,350 to Fee Owner for land value acquired and \$14,500 for Tenant Owned Improvements-(Sign & Lighting). As indicated on Page 1 of the appraisal report, the owner of the sign/lighting is City of Chattanooga Parks and Recreation and the contact person is Broyles\_T@chattanooga.gov at Office (423)-643-6065 and Cell (423)-667-5096.

Form 2 Date: 2/5/2014

Completed By:   
Eddie D. Crook

Agency Representative Approval:   
Jacquelyn W. Wolfe

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
OWNER RETENTION OF IMPROVEMENTS  
DATE \_\_\_\_\_

FEDERAL PROJECT STP-317(14) COUNTY/S HAMILTON  
STATE PROJECT 33070-2230-14 TRACT # 84

WHEREAS, it appears to the Department of Transportation, State of Tennessee, that CITY OF CHATTANOOGA owns a Concrete & Metal Sign w/electricity, on Tract and Project identified above, hereinafter called the "SELLER", has the right or obligation to remove certain real property improvement(s) at the expiration of his term from said land belonging to The Layman Foundation, Hereinafter called "LANDOWNER" and

WHEREAS, said Department of Transportation, hereinafter called the "DEPARTMENT", desires to purchase said improvement(s) from the Seller, provided said LANDOWNER will disclaim all interest in said improvement(s), the SELLER offers and agrees to sell said improvement(s) to the DEPARTMENT or to remove said improvement(s) from the premises under conditions set forth below.

WITNESSETH: THAT, the SELLER hereby offers and agrees that (Check applicable item):

- 1. For the consideration of \$14,500.00 he (they) will convey title to improvement(s) listed herein, said improvement(s) to become the property of the DEPARTMENT on conveyance of title.
- 2. For the consideration of \$13,100.00 he (they) will retain title to improvement(s) listed herein but will remove said improvement(s) from the above described tract as set forth in ROW Form 32-A attached here to and made a part of this agreement.

DESCRIPTION OF IMPROVEMENT(S):

**CONCRETE & METAL SIGN W/ELECTRICITY**

The SELLER further states and avers that he (they) is rightfully entitled to payment for purchase or removal of said improvement(s) and upon payment of the consideration mentioned herein will release the DEPARTMENT and the State of Tennessee from any and all claims for further payment for real property located on said tract or for damages to same, and for any other interest it may hold in the property on which said improvement(s) is located. The SELLER further agrees to the TERMS and CONDITIONS herein set forth.

TERMS AND CONDITIONS OF AGREEMENT

This Agreement shall continue for a period of 60 days from the date hereof. If the DEPARTMTNET does not fulfill the terms of this AGREEMENT, said AGREEMENT is to become null and void. This AGREEMENT shall become null and void if the LLANDWONER refuses to disclaim all interest in said improvement(s). If the SELLER does not retain the improvement(s), vacation shall not be required before \_\_\_\_\_, which will be at least 90 days after the date of ~~initiation of negotiations~~ with the LANDOWNER. If a specific due date must be established, after the DEPARTMENT acquires the land upon which the improvement(s) is located, the occupant(s) of said improvement(s) shall receive a notice giving the exact vacation date, such date to be at least 30 days after the date the notice is given. If the SELLER retains the improvement(s), the right-of-way shall be cleared in accordance with the provisions of ROW Form-32A, attached and made a part of this Agreement.

OTHER CONDITIONS:

LANDOWNER(S)		SELLER(S)	
<u>3-28-14</u>	<u>Herbert Stoolike, Tre</u>	_____	_____
DATE	SIGNATURE	DATE	SIGNATURE
_____	_____	_____	_____
DATE	SIGNATURE	DATE	SIGNATURE
_____	_____	_____	_____
DATE	SIGNATURE	DATE	SIGNATURE
_____	_____	_____	_____

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
OWNER RETENTION OF IMPROVEMENTS  
DATE \_\_\_\_\_

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WHEREAS, said Department of Transportation, hereinafter called the "DEPARTMENT", desires to purchase said improvement(s) from the Seller, provided said LANDOWNER will disclaim all interest in said improvement(s), the SELLER offers and agrees to sell said improvement(s) to the DEPARTMENT or to remove said improvement(s) from the premises under conditions set forth below.

WITNESSETH: THAT, the SELLER hereby offers and agrees that (Check applicable item):

- 1. For the consideration of \$14,500.00 he (they) will convey title to improvement(s) listed herein, said improvement(s) to become the property of the DEPARTMENT on conveyance of title.
- 2. For the consideration of \$3,100.00 he (they) will retain title to improvement(s) listed herein but will remove said improvement(s) from the above described tract as set forth in ROW Form 32-A attached here to and made a part of this agreement.

DESCRIPTION OF IMPROVEMENT(S):

CONCRETE & METAL SIGN W/ELECTRICITY

The SELLER further states and avers that he (they) is rightfully entitled to payment for purchase or removal of said improvement(s) and upon payment of the consideration mentioned herein will release the DEPARTMENT and the State of Tennessee from any and all claims for further payment for real property located on said tract or for damages to same, and for any other interest it may hold in the property on which said improvement(s) is located. The SELLER further agrees to the TERMS and CONDITIONS herein set forth.

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OTHER CONDITIONS:

LANDOWNER(S)		SELLER(S)	
<u>3-28-14</u>	<u>[Signature]</u>	_____	_____
DATE	SIGNATURE	DATE	SIGNATURE
_____	_____	_____	_____
DATE	SIGNATURE	DATE	SIGNATURE
_____	_____	_____	_____
DATE	SIGNATURE	DATE	SIGNATURE



