

TV-25863A

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AGREEMENT

Between

THE CITY OF SEVIERVILLE, TENNESSEE

And

TENNESSEE VALLEY AUTHORITY

For

COOPERATIVE ACTION FOR FLOOD DAMAGE PREVENTION

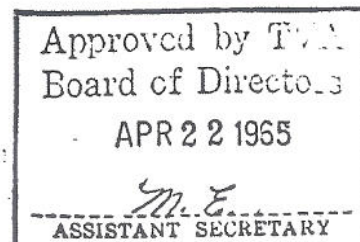
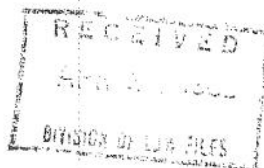
THIS AGREEMENT, made and entered into as of this 12th day of April, 1965, by and between the CITY OF SEVIERVILLE, TENNESSEE, hereinafter called "City," and the TENNESSEE VALLEY AUTHORITY, a corporation organized and existing under the Tennessee Valley Authority Act of 1933, 48 Stat. 58, as amended, 16 U.S.C. §§ 831-831dd (1958; Supp. V, 1959-63), hereinafter called "TVA,"

W I T N E S S E T H:

WHEREAS, a Flood Study Committee established by the City and Sevier County, Tennessee, has prepared a report dated April 1965, hereinafter called the "Flood Study Report," setting forth the results of a study of the City's flood problems and making recommendations for alleviation of these problems; and

WHEREAS, the government of the City has requested TVA to assist it in carrying out flood damage prevention measures; and

WHEREAS, TVA has made additional investigations and issued Planning Report No. 0-6456, dated September 1964, hereinafter called the "Channel



Improvement Plan," and is willing to assist the City in a flood protection program; and

WHEREAS, the City has agreed to share certain costs of construction and maintenance of flood control improvements;

NOW, THEREFORE, in consideration of the premises and of the covenants hereinafter contained, the parties hereto agree as follows:

I. CONTINGENCY

All undertakings by TVA herein contained are conditioned on (1) appropriation by the Congress of federal funds necessary for TVA's share of the project; (2) availability to the City of the funds necessary for the local contributions herein provided; and (3) adoption by the City of the zoning ordinance, subdivision regulations, and building code as provided in Section IV(5) hereof.

II. OBLIGATIONS OF TVA

TVA shall design, finance, and construct or have constructed improvements to the channels of Little Pigeon River and West Fork Little Pigeon River in Sevier County, Tennessee. The scope of the work shall be substantially as outlined in the Plan of Improvement contained in the Channel Improvement Plan. The portions of the Channel Improvement Plan setting out

the improvements, namely, pages 26 through 35 and figures 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, and 20, are incorporated herein by reference and made a part hereof.

III. LAND ACQUISITION

TVA and the City shall acquire all land, land rights, and buildings deemed necessary by TVA to construct the channel improvements described in the Plan of Improvement of the Channel Improvement Plan. Except as set forth in Sections IV(2) and IV(3) and as the parties otherwise agree, TVA shall handle the acquisition of all such lands or land rights but title may be taken either in the name of the United States or of the City as the parties mutually determine. TVA shall transfer to the City such easements in lands acquired in the name of the United States as the parties may mutually determine to be required by the City to fulfill its obligations under this agreement; and the City shall transfer to the United States for TVA's use such interests in lands acquired in the name of the City as TVA determines to be necessary to fulfill its obligations under this agreement.

IV. OBLIGATIONS OF THE CITY

The City shall:

- (1) Hold and save the United States of America and TVA free from any damage or liability due to any of the channel improvement works, flood

proofing, and flood plain regulations provided for herein, except liability for personal injuries, property damage, or loss of life or property caused solely by the negligence of TVA.

(2) Enlarge the channel of Middle Creek from its mouth upstream to the old U. S. Highway 411 bridge at mile 0.96 to a bottom width of 50 feet and side slopes of 1 on 2 and to the grade shown in the Flood Study Report. Replace the bridges now located at mile 0.01 and mile 0.66 to provide openings and vertical clearance for flows approximating the Regional Flood for Middle Creek under improved conditions. All land, land rights, and buildings necessary for this improvement shall be acquired by the City without assistance from TVA. This enlargement and improvement shall be completed on or before December 31, 1967, or twelve (12) months after TVA completes the work provided for in Section II, whichever date is later. Cost of this work is estimated to be about \$200,000.

(3) Relocate about 2,000 feet of road to replace Hardin Lane and to connect with the old Knoxville road. All land and land rights necessary for these relocations shall be acquired by the City without assistance from TVA. These relocations shall be completed on or before December 31, 1965.

(4) Maintain, in accordance with an operation and maintenance manual, prepared by the City with approval of TVA, the improved channels described in Sections II and IV(2) of this agreement and include annually in the City's budget sufficient funds designated for such maintenance. Maintenance costs are estimated at \$6,000 annually. *

(5) Adopt or revise, maintain, and enforce a zoning ordinance, subdivision regulations, and building code, substantially as set out in Chapter IV of the Flood Study Report, for the purpose of preventing flood damage, which shall be adopted at the earliest feasible date, but not later than June 30, 1966.

(6) Inaugurate an active program to encourage and assist owners or occupants of property on the flood plain to flood proof structures to the elevation of the Regional Flood on Little Pigeon River, West Fork Little Pigeon River, and Middle Creek, each under improved conditions as shown in the Flood Study Report.

As a part of this program the City shall:

(a) Employ or contract for the services of a qualified consultant or consultant firm to furnish, during a period of not less than four (4) months, ending not later than December 31, 1966, architectural and engineering assistance and construction advice with respect to flood proofing. The City shall expend not less than \$5,000 for such consultant services and shall include in its budget sufficient funds designated for payment for such services. The consultants shall inspect buildings in the flood plain, determine whether or not each building can be flood proofed, prepare preliminary plans for flood proofing, prepare costs estimates of such plans, review and discuss plans and cost estimates with property owners, and assist the owners in negotiating contracts for the flood proofing work. It is anticipated that property owners will spend a total of not less than \$20,000 on flood proofing.

(b) Demonstrate the feasibility and methods of flood proofing by, where feasible, flood proofing existing and future municipally-owned buildings that are subject to flooding.

(7) Effect additional reductions in remaining flood hazards as they are made feasible by future urban renewal and highway relocation projects or other developments, and take steps to assure that construction in redevelopment areas is designed and located so as to minimize flood damage.

V. REIMBURSEMENT OF TVA COSTS

The City shall reimburse TVA for payments made by TVA for the purchase of the land and land rights referred to in Section III, less the portion of such payments which TVA determines is attributable to the cost of buildings and improvements. The amount of this reimbursement will be computed when the acquisition of all necessary land and land rights has been completed. It is estimated that this reimbursement will be \$159,000.

The repayment obligation shall be evidenced by a note or notes bearing 3-1/8% interest providing for payment in twenty (20) equal annual installments, each installment to include payment of accrued interest and reduction of principal. Nothing herein shall prohibit prepayment without penalty. Interest on the note shall commence on January 1, 1968, and the first annual installment shall be due on December 31, 1968.

VI. ADMINISTRATION OF AGREEMENT

In all matters relating to this agreement, the Mayor of the City shall act for City. In all matters relating to Section II, Section III, and Section IV(3) hereof, the Chief of TVA's Construction and Maintenance Branch shall act for TVA; in all matters relating to Section IV(4), the Manager, Eastern Branch of TVA's Division of Reservoir Properties shall act for TVA; and in all other matters relating to this agreement the Chief of TVA's Local Flood Relations Staff shall act for TVA.

VII. CONGRESSIONAL INTEREST

No member of or delegate to Congress or resident commissioner or any officer, agent, or employee of TVA shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to a corporation contracting for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective duly authorized representatives as of the day and year first above written.

ATTEST:

Madge Evans

ATTEST:

E. J. King
Recorder

TENNESSEE VALLEY AUTHORITY

By L. D. Van Hook

CITY OF SEVIERVILLE, TENNESSEE

By Roy C. Newman
Mayor

Contract TV-25863A
Supplement No. 1

SUPPLEMENTAL AGREEMENT

Between

THE CITY OF SEVIERVILLE, TENNESSEE

And

TENNESSEE VALLEY AUTHORITY

For

COOPERATIVE ACTION FOR FLOOD DAMAGE PREVENTION

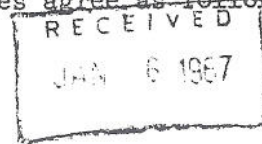
THIS SUPPLEMENTAL AGREEMENT, made and entered into as of this 5 day of October, 1966, by and between the CITY OF SEVIERVILLE, TENNESSEE, hereinafter called "City," and the TENNESSEE VALLEY AUTHORITY, a corporation organized and existing under the Tennessee Valley Authority Act of 1933, 48 Stat. 58, as amended, 16 U.S.C. §§ 831-831dd (1964), hereinafter called "TVA,"

W I T N E S S E T H:

WHEREAS, the parties hereto have heretofore entered into Contract No. TV-25863A which provided for cooperative action for flood damage prevention in the City of Sevierville, Tennessee; and

WHEREAS, the parties wish to agree upon abandonment by City of a certain footbridge across the Little Pigeon River, and dismantling of such footbridge by TVA;

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained, the parties agree as follows:



1. City, for and upon the consideration flowing to it under this supplemental agreement, hereby transfers, conveys, assigns, quit-claims and releases unto TVA all right, title, and interest which City and the public may have in and to the footbridge and appurtenances thereto marked in red on Exhibit A attached hereto and made a part hereof, and will, upon execution of this contract, institute formal action to effect the legal vacation, abandonment, and closure of said footbridge.

2. TVA will:

a. Dismantle said footbridge and remove and dispose of the parts thereof.

b. Pay to the City the sum of Ten Thousand Dollars (\$10,000).

3. The respective rights and responsibilities of the parties as set forth in Contract No. TV-25863A are hereby reaffirmed in all respects, except as supplemented by this supplemental agreement.

IN WITNESS WHEREOF, the parties hereto have executed this supplemental agreement by their duly authorized representatives as of the day and year first above written.

ATTEST:

E. J. King
Recorder

CITY OF SEVIERVILLE, TENNESSEE

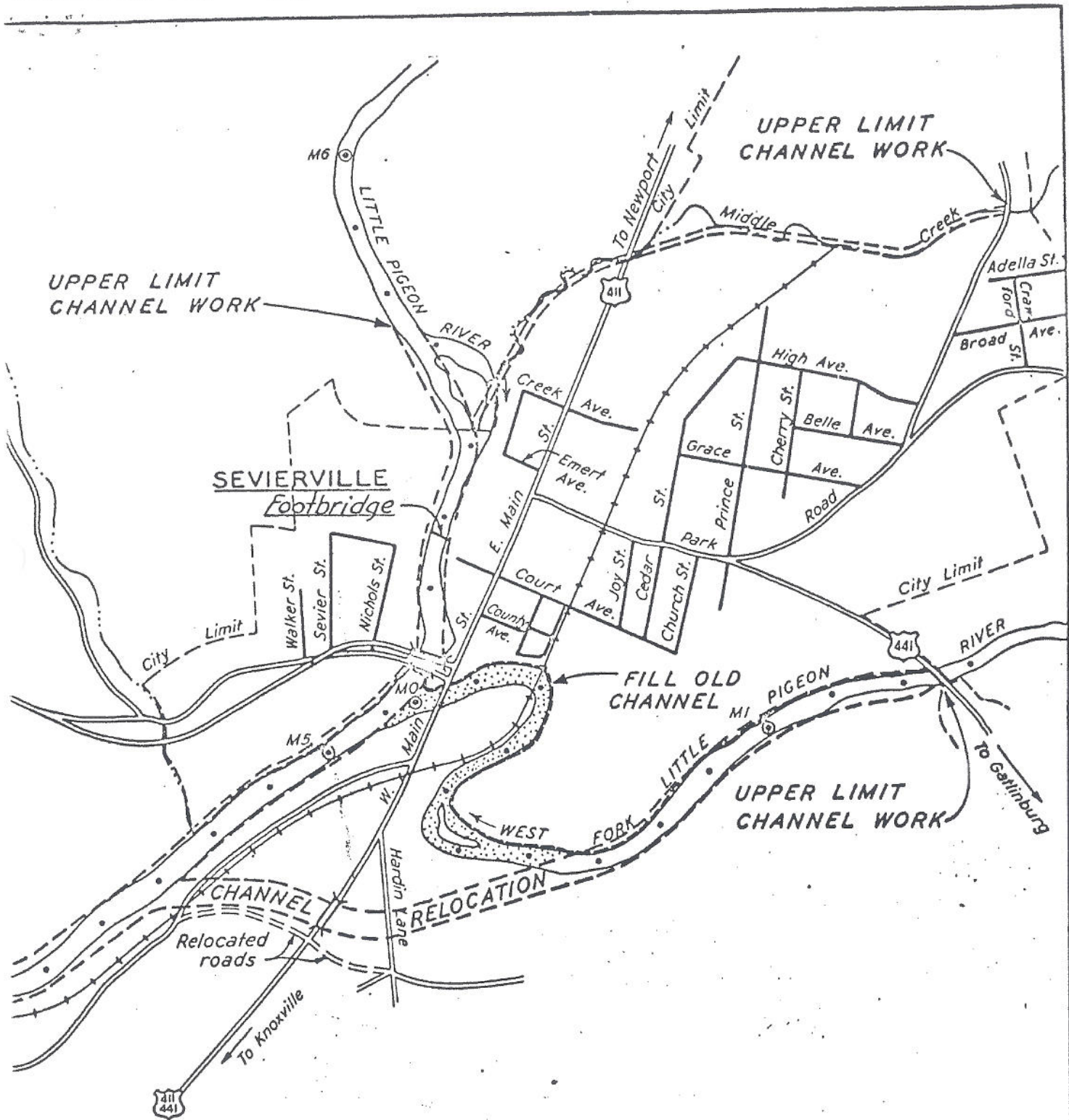
By Roy C Newman

ATTEST:

Madge Evans

TENNESSEE VALLEY AUTHORITY

By J. Q. Van Tol
Law



LITTLE PIGEON RIVER AND W. FORK
 LOCATION MAP
 FOR