

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE DIRECTOR OF GENERAL SERVICES TO RENEW THE LEASE FOR TEN (10) YEARS WITH Y-CAP FOR OCCUPANCY OF 1600 CENTRAL AVENUE FOR CONTINUATION OF THE AFTER SCHOOL MENTORING PROGRAM.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Director of General Services be and is hereby authorized to renew the lease for ten (10) years with Y-CAP for occupancy of 1600 Central Avenue for continuation of the after school mentoring program.

ADOPTED: _____, 2013.

/mms

City of Chattanooga



Resolution Request Form

(This form is only required for resolutions requiring expenditure of City funds)

Date Prepared: March 21, 2013

Preparer: Dan Thornton

Department: GSA

Brief Description of Purpose for Resolution: _____

Resolution Number (if approved by Council): _____

A resolution to renew the lease for 10 years with Y-CAP for occupancy of 1600 Central Avenue for continuation of the after school mentoring programs.

(tax map number 146P-J-001).

The property is located in DISTRICT 8.

Name of Vendor/Contractor/Grant, etc. _____

New Contract/Project? (Yes or No) _____

Total project cost \$ _____

Funds Budgeted? (YES or NO) _____

Total City of Chattanooga Portion \$ _____

Provide Fund _____

City Amount Funded \$ _____

Provide Cost Center _____

New City Funding Required \$ _____

Proposed Funding Source if not budgeted _____

City's Match Percentage % _____

Grant Period (if applicable) _____

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: _____

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

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

~~FIRE~~ / POLICE

146P-5-001

RESOLUTION NO. 24603

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF PARKS AND RECREATION TO EXECUTE A LEASE AGREEMENT WITH YMCA OF CHATTANOOGA COMMUNITY ACTION PROGRAM RELATIVE TO THE BUILDING LOCATED AT 1600 CENTRAL AVENUE BEGINNING DECEMBER 1, 2005 AND ENDING NOVEMBER 30, 2010.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Administrator of the Department of Parks and Recreation be and is hereby authorized to execute a Lease Agreement with YMCA of Chattanooga Community Action Program (Y-CAP) relative to the building located at 1600 Central Avenue, known as the old No. 7 Fire Hall, beginning December 1, 2005 and ending November 30, 2010.

ADOPTED: December 6, 2005.

/add

LEASE

THIS AGREEMENT is made this _____ day of _____, 2005, between the City of Chattanooga, hereinafter known as “Lessor”, and the YMCA of Metropolitan Chattanooga Community, hereinafter known as “Lessee”.

WHEREAS, the YMCA proposes to operate a program known as the YMCA Community Action Program (“Y-CAP”) to serve at-risk young people and their families who have been referred by Juvenile Court, a school guidance counselor, or principal by providing such services as tutoring, mentoring, individual and group counseling, family counseling, values education, adventure based activities to build self-esteem, and many others. The Y-CAP program is in its purest sense Early Intervention and Prevention; and

WHEREAS, the Lessor agrees to lease to the Lessee the building located at 1600 Central Avenue, known as the old No. 7 Fire Hall, situated in the City of Chattanooga, Hamilton County, Tennessee, for a period of five (5) years beginning December 1, 2005 and ending November 30, 2010 for Lessee’s use for the Y-CAP program.

IN CONSIDERATION OF THE PREMISES AND THE MUTUAL OBLIGATIONS OF THE PARTIES SET FORTH HEREIN, WHEREOF, the Lessor hereby leases to the Lessee the premises at 1600 Central Avenue, Chattanooga, Tennessee subject to the following additional covenants and stipulations which are hereby declared to be a part of this lease:

1. An essential consideration of this Lease shall be the agreement by the YMCA to operate the Y-CAP program, as described in the recitals, on the premises during the term of the Lease.
2. This Lease is for a period of five (5) years, and shall not renew automatically, but may be renewed upon mutual agreement.

3. Either party may terminate this Lease at any time upon giving the other party written notice of its intent to terminate the Lease, and said notice shall be received at least sixty (60) days prior to the termination date.

4. It is hereby expressly agreed to, and understood by the parties that the property is to be used exclusively for the Y-CAP program or other civic or meetings or activities.

5. Lessor covenants to keep the tenant in quiet possession of the premises during the term of the lease.

6. The premises shall not be sublet for the whole or in part, assigned or transferred, without the written consent of Lessor.

7. Lessee will not allow alcoholic beverages to be sold or consumed on the premises.

8. Lessee covenants to comply with all State, County and City laws and ordinances, including those regarding nuisances insofar as the premises are concerned and that the Lessee will not by any act of its agents or officers render the Lessor liable therefore. Lessee shall maintain the premises in good repair, ordinary wear and tear excluded, and will make good or pay at the end of the lease, for all necessary repairs.

9. Lessee covenants to comply with all Federal, County, and City laws and ordinances in regard to discrimination due to handicap, age, race, color, religion, sex, national origin, or any other classification protected by said laws.

10. If the lease should at any time become void or forfeited, no demand shall be necessary to a recovery of possession of the premises, and the Lessor shall be entitled to immediate possession.

11. Should the Lessor at any time rightly seek to recover possession of the premises, and be obstructed or resisted therein, and any litigation thereon ensues, the Lessee shall be bound to pay the Lessor a reasonable attorney's fee.

12. The Lessee covenants to keep all glass, plumbing, electrical, HVAC, water and gas pipes, and other appliances, furnishings and fixtures in the premises in as good repair as when received.

13. The Lessor shall not be held liable for the cost of any alterations or repairs made by or for the Lessee, unless there is an express written agreement to the contrary between the parties, or unless the repair involves any appliance or fixture which is provided by Lessor and which is covered by a warrant, guaranty, or other similar instrument running to the Lessor, and then only to the extent covered by said warranty or guaranty.

14. The Lessee shall not make any repairs upon appliances which have been provided by the Lessor, or upon any fixtures, including but not limited to, the kitchen and bathroom facilities, without first obtaining the express consent of the Lessor.

15. The Lessor shall have the right to enter into and upon said premises or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs, additions, or alterations as may be necessary for the safety, comfort and preservation thereof.

16. Lessee will not install or construct any permanent structures or fixtures without express consent of Lessor.

17. The Lessee will be responsible for payment of necessary utility services, including the costs for electricity, telephone, water, storm water fees, and gas. It shall be a breach of the lease to fail to keep such payments current.

18. The Lessee shall keep and maintain the exterior of the premises, including roof, sewers, walkways and driveways, in good order and repair during the term of the lease; provided that Lessee may exercise its option to terminate the lease in lieu of making such repairs.

19. Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for injuries or damage for any cause arising at any time to persons in or about said premises where said injuries or damage occurs as a result of the use of the premises by Lessee or from the failure of Lessee to keep the premises in good condition and repair, as herein provided. Lessee will indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Lessee of the Old No. 7 Fire Hall or any part thereof occasioned wholly or in part by any act of omission of Lessee, its agents, contractors or employees. Lessor shall not be responsible or liable to Lessee, or to those claiming by, through or under Lessee, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining the Old No. 7 Fire Hall, or otherwise, or for any loss or damage resulting to Lessee, or those claiming by, through or under Lessee, or its or their property, from the breaking, bursting, stoppage or leaking of electrical cable and wires, or water, gas, sewer or steam pipes.

20. This lease, at the option of the Lessor, shall be void and forfeited in case of any violation on the part of the Lessee of any stipulation herein contained.

21. Lessee shall maintain liability insurance in an amount not less than the limits of liability for governmental entities set forth in the Tennessee Governmental Tort Liability Act, T.C.A. §29-20-101, *et seq.*, and shall have the City named as an additional insured on said policy. Lessee shall be responsible for any damages to the premises within the deductible

(\$25,000.00) under Lessor's property insurance policy. Lessee shall maintain workers compensation insurance for its employees who may work on the premises. Lessee shall provide certificates of insurance to Lessor in care of the Risk Manager, City Hall Annex, 100 East 11th Street, 3rd Floor, Chattanooga, Tennessee 37402.

22. It is understood that the YMCA will not enter upon the premises unless and until it has raised the necessary funds to fulfill its obligations assumed by this lease including but not limited to an operational Y-CAP program.

23. In the event that subsequent to entering upon the premises, the YMCA is unable to sustain programs and services delivered out of said property, the property will be returned to the Lessor and this lease will be terminated.

City of Chattanooga, Tennessee

By: _____
Printed Name: _____
Title: _____

YMCA of Metropolitan Chattanooga

By: _____
Printed Name: _____
Title: _____



Friday, March 22, 2013

Property Report

1600 Central Ave, Chattanooga, TN 37408-2217
Hamilton County, TN parcel# 146P J 001

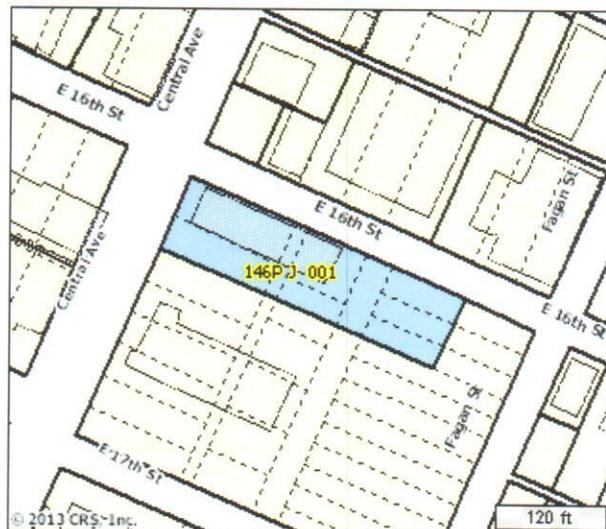
Property Report

Location
Property Address 1600 Central Ave
 Chattanooga, TN 37408-2217

Subdivision
County Hamilton County, TN

Current Owner
Name Chatt City Of
Mailing Address City Hall
 Chattanooga, TN 37402

Property Summary
Property Type City Exempt
Land Use Governmental Functions And Ser
Improvement Type
Square Feet



General Parcel Information
Parcel/Tax ID 146P J 001
Alternate Parcel ID
Account Number
District/Ward 1
Census Tract/Block 26.00/3

Sales History through 03/01/2013

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	Quality	Book/Page or Document#
01/01/1955		Chatt City Of				1177/613
01/01/1938						772/258

Tax Assessment

Appraisals	Amount	Taxes	Amount	Jurisdiction	Rate
Tax Year	2012	City Taxes	\$0	Chattanooga	2.3090
Appraised Land	\$21,700	County Taxes	\$0	Hamilton	2.7652
Appraised Improvements	\$0	Total Taxes	\$0		
Total Tax Appraisal	\$21,700	Exempt Amount			
Total Assessment	\$0	Exempt Reason			

Mortgage History

No mortgages were found for this parcel.

Property Characteristics: Building

No Buildings were found for this parcel.

Property Characteristics: Extra Features

No extra features were found for this parcel.

Property Characteristics: Lot

Land Use	Governmental Functions And Ser	Lot Dimensions	76X315IRR
Block/Lot	1/1,2,	Lot Square Feet	
Latitude/Longitude	35.030692°/-85.296318°	Acreage	

Property Characteristics: Utilities/Area

Gas Source
 Electric Source
 Water Source
 Sewer Source
 Zoning Code
 Owner Type

Road Type
 Topography
 District Trend
 Special School District 1
 Special School District 2

Legal Description

Subdivision
 Block/Lot 1/1,2,
 District/Ward 1
 Friday, March 22, 2013

**Plat Book/Page
 Description**

5/54
 Fire Hall No 7 Lts 1,2,9&8 Pt 10 Blk 1
 Plots 1,2,3 Blk 2 M V Raleys Pb5
 Pg54

1600 Central Ave, Chattanooga, TN 37408-2217
 Hamilton County, TN parcel# 146P J 001

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