

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

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT TO AMEND THE LEASE AGREEMENT WITH EASTGATE TOWN CENTER, LLC FOR THE USE OF CERTAIN FACILITIES LOCATED AT 5600 BRAINERD ROAD, CHATTANOOGA, TN 37411, FOR A TOTAL AMOUNT OF FIFTY THOUSAND FOUR HUNDRED DOLLARS (\$50,400.00).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Administrator of the Department of Youth and Family Development is hereby authorized to amend the Lease Agreement with Eastgate Town Center, LLC for the use of certain facilities located at 5600 Brainerd Road, Chattanooga, TN 37411, for a total amount of \$50,400.00.

The First Amendment to the Lease is made by and between East Nooga, LLC and the City of Chattanooga Department of Youth and Family Development Senior Center. The term of the Lease is extended twelve (12) months effective August 1, 2014, and continues through July 31, 2015. Agreed upon monthly operating expenses are \$4,200.00 per month.

ADOPTED: \_\_\_\_\_, 2015

/mem

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: 12/12/14

Preparer: Carla Johnson

Department: Youth & Family Development

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

Authorization for the Administrator of the Department of Youth and Family Development to amend the Lease Agreement dated April 2, 2012, between the City of Chattanooga and the Eastgate Town Center, LLC, for the use of certain facilities located at 5600 Brainerd Road, Chattanooga, TN 37411.

The First Amendment to the Lease is made by and between East Nooga LLC and the City of Chattanooga Department of Youth and Family Development Senior Center. The term of the Lease is extended twelve (12) months effective August 1, 2014, and continues through July 31, 2015. Agreed upon monthly operating expenses are Four Thousand Two Hundred and No/100 (\$4,200.00) per month.

Name of Vendor/Contractor/Grant	<u>East Nooga, LLC</u>	New Contract/Project? (Yes or No)	<u>Yes</u>
Total project cost \$	<u>50,400.00</u>	Funds Budgeted? (YES or NO)	<u>Yes</u>
Total City of Chattanooga Portion \$	<u>50,400.00</u>	Provide Fund	<u>1100</u>
City Amount Funded \$	<u>50,400.00</u>	Provide Cost Center	<u>N20102</u>
New City Funding Required \$	<u>0.00</u>	Proposed Funding Source if not budgeted	<u>N/A</u>
City's Match Percentage %	<u>0%</u>	Grant Period (if applicable)	<u>N/A</u>

List all other funding sources and amount for each contributor.

<u>Amount(s)</u>	<u>Grantor(s)</u>
\$ _____	_____
\$ _____	_____
\$ _____	_____

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

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

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

Approved by: Lurone Jennings, Sr

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

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

Revised: October, 2011

**FIRST AMENDMENT TO LEASE**

**THIS FIRST AMENDMENT TO LEASE** is made as of the date of full execution below by and between East Nooga, LLC ("Landlord") and the City of Chattanooga's Senior Center ("Tenant").

WHEREAS, Landlord and Tenant are parties to a Lease dated April 2, 2012. (hereinafter called "Lease") for certain premises containing an agreed upon 11,405 square feet located at Eastgate Town Center Mall, 5600 Brainerd Road, Suite C-10, Chattanooga, TN 37411 ("Premises").

WHEREAS, the term of the Lease expires July 31, 2014.

WHEREAS, Landlord and Tenant wish to amend the Lease to include the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and intending to be legally bound, the parties hereby agree as follows:

1. The Lease Term shall be extended for twelve months beginning August 1, 2014 and continuing through July 31, 2015.
2. The Tenant shall be responsible for paying monthly operating expenses which are agreed upon to be \$4,200 per month (\$0.37 per square foot per month).
3. The Tenant shall be responsible for paying to mitigate noise levels related to its use of music in its activities including the installation of the an acoustic mitigation wall, acoustic baffles, or any other measures as required to insure all tenants' quiet enjoyment rights.
4. Tenant shall be responsible for paying for two decibel meters and shall not exceed a specified noise level set by Landlord in its sole discretion. Each violation will result in a \$500 fine per occurrence.
5. Landlord and Tenant shall each retain its right to terminate the Lease for any or no reason by providing written notice to the other party sixty (60) days prior to the termination.
6. All other terms, conditions and obligations of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have agreed to the terms herein and caused this **FIRST AMENDMENT TO LEASE** to be fully executed as of the last date of execution below.

**Landlord:**  
East Nooga, LLC

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

Date: 8/5/14

Title: GM

**Tenant:**

City of Chattanooga Seniors Center

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

Date: 8/5/14

Witness: \_\_\_\_\_

Print Name: Kimberly Moore

Date: 8/5/14

*GA*

## LEASE AGREEMENT – EASTGATE TOWN CENTER

THIS LEASE AGREEMENT (“Agreement”) is made and entered into this 2<sup>ND</sup> day of APRIL 2012, by and between City of Chattanooga Department of Education, Arts & Culture (“Tenant”) and Eastgate Town Center, LLC (“Landlord”).

WHEREAS: Landlord is the owner of certain real property located at 5600 Brainerd Road, Eastgate Town Center, Chattanooga, TN, 37411 (hereinafter referred to as the “Property”) and Tenant wishes to lease a portion of said Property known as “Suite C-12”, approximately 11,405 sf.

NOW, THEREFORE, in consideration of the mutual obligations and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) Landlord hereby grants to Tenant use of the Premises for the following purpose: senior activity meeting space and for no other purpose.
- 2) The Lease shall commence June 1, 2011 and end on July 31, 2012, with a “rolling term” of twelve (12) months continuing thereafter, with either party having the right to terminate the lease by providing sixty(60) days written notice.
- 3) Tenant covenants and agrees to pay to Landlord, as Rent for the Premises, the sum of One Dollar (\$1.00) for the term of this Lease and any extensions.
- 4) Tenant accepts the Premises “AS IS” and no other work of any nature will be undertaken by Landlord or at Landlord’s expense
- 5) Tenant, shall repair promptly at its own expense, any damage to the Premises caused by Tenant’s use, misuse, or occupancy of the Premises or caused by the actual or alleged negligence of its agents, invitees, or licensees, and shall surrender the Premises on the Expiration Date in good condition. Tenant is responsible for all repairs and maintenance inside the Premises, including glass, doors, locks, and light fixtures. Tenant is also responsible for maintenance and repair of the HVAC system and other mechanical systems serving the Premises.
- 6) Tenant shall use reasonable efforts to limit noise from emanating form the Premises and not introduce any “Hazardous Substances” into the Premises.
- 7) Tenant shall release, remise, and discharge Landlord from any liens, claims, suits, demands, obligations, or liabilities for any damage to or the loss of any personal property brought on the Premises by Tenant.
- 8) Upon expiration of the Lease Term, Tenant will immediately remove all equipment, materials, or debris brought on to the Premises.
- 9) In addition to the Premises, Tenant shall have the right to non-exclusive use in common with others, of automobile parking areas, driveways, footways and such other facilities as may be designated by Landlord, subject to

reasonable rules and regulations for the use thereof as attached and made a part of this Agreement.

10) The parties agree that there are no other agreements, conditions or representations between the parties and that all prior negotiations and understandings between the parties shall be deemed to have been merged into this Lease Agreement.

11) The parties hereto hereby represent, warrant and confirm that before executing this Lease Agreement they fully informed themselves of the terms, covenants, and contents of this Lease Agreement and that no promise or representation of any kind has been made other than is expressly stated herein.

12) This Lease Agreement shall be binding upon the parties hereto and their respective successors, representatives, heirs and assigns. Notwithstanding the foregoing, Tenant shall NOT have the right to assign this Lease Agreement without the prior written consent of Landlord or Landlord's Agent, which consent may be withheld for any reason.

13) Tenant agrees to fully indemnify, defend and hold harmless Landlord, Landlord's Agent and the tenants of the Property and each of their respective officers, directors, employees, agents and assigns from and against any and all claims, demands, liability, damages, costs and expenses, including, without limitation, court costs and attorneys' fees, resulting from any and all loss of life or property, or injury or damage to the person or property of any person, firm, corporation or entity, including without limitation Landlord, Landlord's Agent and any tenant of the Property and their respective officers, directors, agents and employees, arising out of or in connection with Tenant's use of the Property. Tenant's indemnity hereunder shall survive the termination or expiration of this Lease Agreement. In addition, Tenant will cause to be provided, and shall maintain in full force and effect at all times during the Lease Term, a minimum of \$1,000,000 of comprehensive public liability insurance with personal injury, death and property damage coverage, naming Landlord and Landlord's Agent as additional insured, with insurers and under forms of policies reasonably satisfactory to Landlord and Landlord's Agent.

14) Any notices, letters, or other written communication to be delivered pursuant to this Lease Agreement shall be sent overnight express, or U.S. Mail Certified, Return Receipt Requested, to the attention of the respective persons set forth below:


<b>Tenant</b>	<b>Landlord or Landlord's Agent</b>
City of Chattanooga Senior Center	Eastgate Town Center, LLC
	5600 Brainerd Road, Suite D4 Chattanooga, TN 37411
423-855-9444	Fax:423-855-5570
Attn: Clarence Williams	Attn: Property Manager

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date below:

TENANT: City of Chattanooga Department of Education, Arts & Culture  
Missy Crutchfield, Administrator

  
\_\_\_\_\_ 04/02/12  
Date

LANDLORD: Eastgate Town Center, LLC

  
\_\_\_\_\_ 1-24-12  
PAUL MALLCHOK, GM. Date