

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH CAPTAIN BRIAN COTTER FOR A HOUSE LOCATED AT 324 BASS ROAD, KNOWN AS THE BROWN ACRES RENTAL HOUSE, IN CONSIDERATION OF ONE HUNDRED DOLLARS (\$100.00) PER MONTH IN RENT; AND CAPTAIN COTTER'S SECURITY SERVICES AT BROWN ACRES GOLF COURSE AND BRAINERD GOLF COURSE, WHICH SHALL BE VALUED AT AN ADDITIONAL SEVEN HUNDRED DOLLARS (\$700.00) PER MONTH, FOR A TOTAL MONTHLY RENT OF EIGHT HUNDRED DOLLARS (\$800.00) PER MONTH.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Mayor to enter into a lease agreement with Captain Brian Cotter for a house located at 324 Bass Road, known as the Brown Acres Rental House, in consideration of One Hundred Dollars (\$100.00) per month; and Captain Cotter's security services at Brown Acres Golf Course and Brainerd Golf Course, which shall be valued at an additional Seven Hundred Dollars (\$700.00) per month, for a total monthly rent of Eight Hundred Dollars (\$800.00) per month.

ADOPTED: _____, 2015.

/vmm

City of Chattanooga



Resolution/Ordinance Request Form

Date Prepared: June 26, 2015

Preparer: Cary Bohannon

Department: General Services

Brief Description of Purpose for Resolution/Ordinance: Res./Ord. # _____ Council District # 6

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH CAPTAIN BRIAN COTTER FOR A HOUSE LOCATED AT 324 BASS ROAD, KNOWN AS THE BROWN ACRES RENTAL HOUSE, IN CONSIDERATION OF ONE HUNDRED DOLLARS (\$100.00) PER MONTH IN RENT AND CAPTAIN COTTER'S SECURITY SERVICES AT BROWN ACRES GOLF COURSE AND BRAINERD GOLF COURSE SHALL BE VALUED AT AN ADDITIONAL SEVEN HUNDRED DOLLARS (\$700.00) PER MONTH IN CONSIDERATION OF THE TOTAL MONTHLY RENT OF EIGHT HUNDRED DOLLARS (\$800.00) PER MONTH.

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

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

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is executed on the ____ day of _____, 2015 (the "Effective Date"), by and between the CITY OF CHATTANOOGA ("Lessor"), and BRIAN COTTER ("Lessee"), to be effective for the term specified herein.

RECITALS

WHEREAS, Lessor is the owner of certain real property located at 324 Bass Road, Chattanooga, Tennessee, commonly known as the Brown Acres Rental House;

WHEREAS, Lessor agrees to lease to Lessee the residential real property located at 324 Bass Road, Chattanooga, Tennessee, Tax Parcel Number 158I-C-021.01, to include only the Brown Acres Rental House, which is a residential house approximately one thousand one hundred and thirty four square feet (1,134 sq. ft.) (the "Leased Premises");

WHEREAS, Lessee is employed by the City of Chattanooga as a Captain in the Chattanooga Police Department;

WHEREAS, Lessor seeks security services to be provided at the Brown Acres and Brainerd Golf Courses; and

WHEREAS, Lessee agrees to provide in-kind security services for Brown Acres and Brainerd Golf Courses in exchange for residing at the Leased Premises, which, as of the Effective Date of this Lease, has a fair market rental value of EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00) per month.

NOW, THEREFORE, in consideration of the faithful performance of the terms, covenants, and conditions, and the mutual obligations of the parties as set forth herein, the parties agree as follows:

- 1) TERM: The term of this Lease shall be for a period of one (1) year commencing on August 1, 2015 and ending on July 31, 2016. Lessor and/or Lessee may terminate this Lease at any time during its term upon providing sixty (60) days written notice to the other party of the intent to terminate. This Lease will be automatically renewed for another term of one (1) year unless notification by either party is made within the sixty (60) day period prior to the date of termination. Lessee acknowledges that he is not entitled to any compensation in the event Lessor exercises its right to terminate this Lease, except for (a) reimbursement on an unused monthly prorated basis of any prepaid rental for the lease year in which the termination occurs, and (b) return of any movable furniture, fixtures and equipment purchased or provided by Lessee as allowed by Paragraph Five (5) herein.

- 2) SERVICES; RENT; MAINTENANCE: Lessee agrees to provide in-kind security services for Brown Acres and Brainerd Golf Courses in exchange for residing on the Leased Premises, which, as of the Effective Date of this Lease, has a fair market rental value of EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00) per month. As additional consideration, Lessee also agrees to remain on-call twenty-four hours per day for both golf courses during the term of this Lease. Lessee agrees to keep and maintain the Leased Premises in a clean condition and in good repair and shall keep any improvements thereon clean and in good repair. Payment of rent is due and payable in advance on the last day of each preceding month. The parties agree the market rental rate for the Leased Premises is EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00) per month based upon the appraisal conducted on March 18, 2015. The parties agree that the Lessee receives SEVEN HUNDRED AND NO/100 (\$700.00) each month in valuable

consideration for providing security for the City of Chattanooga at Brown Acres and Brainerd Golf Courses. The parties further agree that the Lessee's current hourly rate is THIRTY-SEVEN AND 23/100 DOLLARS (\$37.23) per hour as of July, 2015. The parties agree that Lessee will provide Eighteen hours and forty-five minutes (18:45) hours of security services per month to the Brown Acres and Brainerd Golf Courses. Lessee agrees and understands that he is not entitled to overtime compensation as a Captain in the Police Department for additional hours worked in any pay period. In the event that the compensation paid to the Lessee changes for his regular full-time employment during the period of the Lease agreement, the Lessee shall immediately notify the manager of the Brown Acres Golf Course and the Director of General Services. Once notified of a change in compensation paid to Lessee, the Lessor shall adjust the number of hours of security services provided by the Lessee under this Lease. The formula for adjusting the number of hours per month shall be the market rental rate less the amount paid by the Lessee (currently \$800 less \$100) divided by the hourly rate and rounded down to the next quarter hour. The parties agree that the annual salary of Lessee as of the Effective Date of this Lease SEVENTY-SEVEN THOUSAND FOUR HUNDRED FORTY-NINE AND 66/100 (\$77,449.66) per year.

- 3) USE OF PREMISES: Lessee shall use the Leased Premises for no purpose other than residential property, which must be consistent with the zoning requirements of the property. Lessee shall not sublease any portion of the Leased Premises without the express written permission of the Lessor.

- 4) UTILITIES: Lessee shall pay all utilities, including electric, telephone and cable television utilities, if any, on the premises during the term of this lease, except that Lessor shall be responsible for water and sewer on the premises during the term of this Lease.
- 5) TAXES: Lessee agrees to pay all taxes and pension plan contributions, through city withholding, on additional compensation received from the Lessor for security provided to the Brown Acres and Brainerd Golf Courses. The Lessor agrees to pay the employer's portion of any payroll taxes or pension plan contributions due as a result of this Lease or as required by local, state or federal law.
- 6) CALCULATION OF RENTAL RATE: Lessor shall have the right at any time to have a new appraisal conducted in order to establish the market rate for the rent of the Leased Premises. In the event that the market rental rate is increased, the Lessor shall increase the number of hours of security that must be provided by the Lessee.
- 7) REPAIRS, MAINTENANCE AND IMPROVEMENTS: Lessee accepts the Leased Premises in its present **"as is" condition without warranty of any kind whatsoever** and Lessor shall be under no duty to make structural or cosmetic changes to the Leased Premises. Lessee shall keep and maintain the Leased Premises and any improvements thereon in good order and repair. Lessee may make alterations, additions, and improvements to the Leased Premises only upon written approval from Lessor. All such alterations, additions, or improvements made by Lessee, except movable furniture and equipment added to the Leased Premises at the expense of the Lessee, shall inure to the benefit of Lessor and shall belong to Lessor absolutely as soon as made or installed. Lessee may remove at the termination of the Lease any movable furniture or equipment purchased or provided by Lessee that may be moved without damage to the Leased

Premises. Lessor shall have the right to make inspections of the Leased Premises at any reasonable time to insure compliance with this Lease.

- 8) CASUALTY INSURANCE AND DAMAGE: Lessor shall be under no duty to carry any fire or casualty insurance which would cover the personal property of Lessee within the Leased Premises. If the Leased Premises are rendered totally or substantially untenable by fire or other casualty, this Lease, at the option of Lessor or Lessee, shall terminate. The Lessee agrees that the Lessor shall not be responsible for the loss of any of the contents of the house, specifically including the Lessee's personal property.
- 9) INDEMNITY, LIABILITY AND LIABILITY INSURANCE: Lessee shall so conduct his activities upon the Leased Premises so as not to endanger any person or property lawfully thereon, and shall indemnify, save and hold harmless, protect and defend the Lessor, and all of its officers, officials, agents, and employees (the "Indemnified Parties") from any and all claims from losses, injuries, damages, liabilities, costs and expenses, including, without limitation, court costs and attorneys' fees (the "Indemnified Matters"), directly or indirectly arising out of any property damage or loss, bodily injuries, sickness, disease or death, in connection with the Leased Premises, occasioned wholly or in part by the acts or omissions of the Lessee, his agents, officers, employees, guests and patrons. Lessee's indemnification obligations under this Paragraph 9 shall apply whether the Indemnified Matters are due in part to the contributory fault or negligence of the Indemnified Parties or others; provided, however, that Lessee shall not be obligated to indemnify the Indemnified Parties for the Indemnified Parties' respective primary negligence. Lessee's defense obligations under this Paragraph 9 shall be with attorneys approved by Lessor. Notwithstanding anything contained in this Lease to the contrary,

the provisions of this Paragraph 9 shall survive any expiration or termination of this Lease and each party shall remain obligated to the other party under all provisions of this Lease that expressly or by their nature extend beyond and survive the expiration or termination of this Lease.

Lessee shall, at Lessee's expense, purchase and maintain the following insurance during the term of this Lease.

- a) Public liability insurance covering injury to one or more persons entering onto the premises with minimum limits of liability not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).
- b) Property damage insurance covering property damage incurred on the leased premises with minimum limits of liability not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

All insurance required herein shall be secured from an insurance company or companies which shall have been approved by the Director of General Services (the "Director") and shall name Lessor as an additional insured therein. Lessee shall provide Lessor with copies of said insurance policies or insurance certificates evidencing payment of premiums prior to the signing of this Lease for review by the Director of General Services. Each insurance policy provided by Lessee shall further contain a clause acceptable to the City Attorney whereby the insurance company will agree to give written notice to the Director and the Mayor of the City of Chattanooga, at least thirty (30) days prior to any cancellation or alteration of said insurance policy. The lapse of any insurance policy required in this paragraph shall constitute a breach of this Lease and shall be grounds for immediate termination of this Lease by Lessor.

- 10) CAPITAL IMPROVEMENTS: Lessee shall notify the Director in writing in advance of any expenditure on capital improvements and modifications to any structure or property subject to this Lease, and no such expenditures shall be made without the express written consent of the Director. Any and all permanent improvements become the sole property of Lessor.
- 11) WAIVER OF RIGHTS: Failure of the Lessor or Lessee to insist upon strict performance of any of the terms, conditions, and covenants herein contained shall not be deemed to be a waiver of any rights or remedies that either party may have, and said failure shall not be deemed a waiver of any subsequent breach in the terms, conditions and covenants herein contained, except as may be expressly waived in writing.
- 12) BREACH OF CONTRACT: In the event of any breach of any of the terms or provisions of this Lease, Lessor shall, in addition to all other recourse, have the right to immediately terminate this Lease, to enter and obtain possession of the Leased Premises, and to remove and exclude any and all persons from the Leased Premises, and remove and exclude all property of the Lessee there from. If it should become necessary for the Lessor to employ an attorney to assist any right or enforce any obligation under this Lease, or any of them, Lessor shall be entitled to recover, in addition to all other costs and expenses, the reasonable costs and charges of such attorney.
- 13) HOLDOVER PROVISION: If the Lessee remains in possession of the Leased Premises after the expiration of the term for which they are leased, and Lessee continues to pay the rent (as specified in Paragraph Two (2) of this Lease) and Lessor agrees to accept said rent, such possession shall be construed as creating a month-to-month tenancy and not as

a renewal or extension of this Lease, and such possession shall not continue more than one (1) year.

14) ENTIRE AGREEMENT: This Lease contains all of the agreements between the parties herein and may not be modified in any manner unless by agreement in writing signed by the parties hereto or their respective successors in interest.

EXECUTED the day and month above written.

LESSOR:

LESSEE:

ANDY BERKE
Mayor

BRIAN COTTER

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, a Notary Public of the State and County aforesaid, personally appeared Andy Berke, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Mayor of the City of Chattanooga, Tennessee, a municipal corporation, the within-named Lessor, and he, as such Mayor, being authorized so to do, executed the foregoing Lease for the purpose therein contained, by signing the name of the corporation by himself as Mayor of the City of Chattanooga, Tennessee.

WITNESS my hand and seal at office in Hamilton County, Tennessee, this ____ day of _____, 2015.

My Commission Expires: _____

Notary Public

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, a Notary Public of the State and County aforesaid, personally appeared Brian Cotter with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the within-named Lessee and he executed the foregoing Lease for the purpose therein contained, by signing the name of Brian Cotter as himself.

WITNESS my hand and seal at office in Hamilton County, Tennessee, this ____ day of _____, 2015.

My Commission Expires: _____

Notary Public

