

RESOLUTION NO. 32565

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT TO ENTER INTO A FIRST AMENDMENT TO LEASE AGREEMENT WITH HOPE CITY CHURCH, INC., IN SUBSTANTIALLY THE FORM ATTACHED, TO HAVE THE OPTION TO AUTOMATICALLY RENEW FOR UP TO TWELVE (12) ADDITIONAL TERMS OF THIRTY (30) DAYS EACH IMMEDIATELY FOLLOWING THE CONCLUSION OF THE INITIAL TERM ON JULY 17, 2025, FOR THE CONTINUED OPERATION OF THE CITY'S HEAD START/EARLY HEAD START PROGRAM ON A PORTION OF THE PROPERTY AT 7 N. TUXEDO DRIVE, FURTHER IDENTIFIED AS TAX MAP NO. 157G-B-001, WITH RENT OF SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) PER MONTH OF OCCUPANCY.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, it is hereby authorizing the Administrator for the Department of Economic Development to enter into a First Amendment to Lease Agreement with Hope City Church, Inc., in substantially the form attached, to have the option to automatically renew for up to twelve (12) additional terms of thirty (30) days each immediately following the conclusion of the Initial Term on July 17, 2025, for the continued operation of the City's Head Start/Early Head Start Program on a portion of the property at 7 N. Tuxedo Drive, further identified as Tax Map No. 157G-B-001, with rent of \$7,500.00 per month of occupancy.

ADOPTED: July 8, 2025

/mem

## **FIRST AMENDMENT TO LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (the "First Amendment") is made and entered as of the \_\_\_\_ day of \_\_\_\_\_, 2025 by and between **HOPE CITY CHURCH, INC.** ("Lessor") and **THE CITY OF CHATTANOOGA, TENNESSEE** ("Lessee").

### **WITNESSETH:**

**WHEREAS**, Lessor and Lessee are parties to that certain Lease Agreement with an Effective Date of June 18, 2024 (the "Lease"); and

**WHEREAS**, Lessor and Lessee desire to amend the Lease;

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

1. **Amendment to Lease.** The Lease is amended as follows:

Section 3. Term and Termination is hereby deleted in its entirety and replaced with the following:

"The initial term of this Lease shall commence on the date the last party signs the Lease (the "Effective Date") and shall continue for a term of thirteen (13) months. (the "Initial Term"). Upon mutual written consent of the parties, Lessee shall have the option to renew this Lease for up to twelve (12) additional terms of thirty (30) days each immediately following the conclusion of the Initial Term (each a "Renewal Term"). Either party may terminate the Lease by giving the other party written notice of the intent to terminate. The written notice shall be given to the other party not less than six (6) months prior to expiration of the initial Term or not less than two (2) weeks prior to the start of the last intended Renewal Term. If notice of termination is given during a Renewal Term, then the parties shall work together in good faith to determine a mutually agreed upon date by when the Lessee can realistically fully vacate the Leased Premises. Said date to vacate the Leased Premises shall be memorialized in writing."

2. **Miscellaneous.** Except as specifically set forth in this First Amendment the Lease remains unchanged and in full force and effect. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Lease. This First Amendment may be executed in one or more counterparts, all of which when taken together shall constitute a single instrument; provided however, that this First Amendment shall not be effective until signed by both Lessor and Lessee. Facsimile or other electronic signatures shall be deemed originals.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have caused this First Amendment to be duly executed in their respective corporate names, all as of the date first above written.

**LESSOR:**

HOPE CITY CHURCH, INC.

By: \_\_\_\_\_  
CIBY THOMAS  
*Senior Pastor*

**LESSEE:**

CITY OF CHATTANOOGA

By: \_\_\_\_\_  
RICHARD J. BEELAND  
*Administrator*  
Department of Economic Development