

BRADY
THE CITY OF
TEXAS

CITY OF BRADY COUNCIL AGENDA
REGULAR CITY COUNCIL MEETING
JANUARY 3, 2017 AT 6:00 PM

NOTICE is hereby given of a meeting of the City Council of City of Brady, McCulloch County, State of Texas, to be held at 6:00pm on January 3, 2017, at the City of Brady Municipal Court Building, located at 207 S. Elm Street, Brady, Texas, for the purpose of considering the following items. The City Council of the City of Brady, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

Tony Groves
Mayor

Kathy Gloria
Mayor Pro Tem

Shelly Perkins
Council Member Place 2

Marilyn Gendusa
Council Member Place 3

Jane Huffman
Council Member Place 4

Jim Griffin
Council Member Place 5

Kim Lenoir
City Manager

Tina Keys
City Secretary

Shannon Kackley
City Attorney

1. CALL TO ORDER, ROLL CALL & CERTIFICATION OF A QUORUM

2. INVOCATION & PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS: Reserved for items NOT listed on the agenda

Please limit individual public comments to three (3) minutes. In accordance with TX AG opinion, any public comment addressing items not on the agenda, will only be heard by the City Council. No formal action, deliberation, discussion, or comment will be made by City Council. State Law prohibits any deliberation of or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in response to the inquiry; recite an existing policy; or request staff to place the item on an agenda for a subsequent meeting.

4. CONSENT AGENDA: Reserved for routine items and 2nd readings of Ordinances

All items listed on the Consent Agenda are to be approved with one group motion by the City Council, "Move to approve Consent Agenda." Any item may be removed from the Consent Agenda at the request of a Council Member and considered separately following the Consent Agenda approval. Consent Agendas are used to save time for the public meeting.

- A. Approval of Audit Board for January 3, 2017
- B. Approval of Minutes for December 20, 2016 Regular Meeting

5. PRESENTATIONS:

None Scheduled

6. PUBLIC HEARINGS:

None Scheduled

7. INDIVIDUAL CONCERNS:

The mission of the City of Brady is to celebrate and share our rich history, encourage diverse housing choices, provide employment opportunities, exercise and promote fiscal responsibility, deliver exceptional customer services, and ensure quality infrastructure that fosters a thriving sustainable community for our citizens and visitors.

- A. Discussion, consideration and possible action regarding Sign Permit for CMS Properties, 2102 South Bridge Street, in lieu of current City Council Sign Moratorium.
- B. Discussion, consideration and possible action regarding Sign Permit for Burger King, 2007 South Bridge, in lieu of current City Council Sign Moratorium.
- C. Discussion regarding lease agreements for Davee Addition lessees and proposed replat
- D. Discussion regarding City Council Work Session Agenda for January 17, 2017, 4:00pm
- E. Discussion regarding City Council meeting procedures and process.

8. STAFF REPORTS

- A. Quarterly Reports for Public Works: WWTP Replacement Project; WWTP Emergency Repair; Radium Reduction Drinking Water Treatment Project
- B. Quarterly Reports for Community Services: Brady Lake Boating Access Grant; BEDC Brady Lake Fish House Redevelopment Project; Richards Park Improvements Grant; Willie Washington Park Improvements; Stanburn Park Improvements; Brady Creek Trail Project; Hazard Mitigation Plan Update (in conjunction with the Texas Colorado River Floodplain Coalition); Brady Lake Dam Breach Inundation Mapping and Brady Drainage Master Plan; Curtis Field Airport Master Plan; Automated Weather Observation System Grant; Davee-Dodge Heights Replatting and Lease Renewal Project
- C. Upcoming Special Events:
 - Jan 12-14 - Annual McCulloch County Stock Show and Sale, GRW Complex
 - Jan 26 - Annual Brady/McCulloch County Chamber of Commerce Banquet, Civic Center
 - Feb 11 - Hope from the Heart Annual Banquet, Civic Center
 - Feb 18 - Live, Laugh, Love Tour – Chad Prather & Cooper Wade, Civic Center
- D. Upcoming City Calendar:
 - 2017 City Election Calendar
 - January 10, 6pm, Public Hearing of Replat for Davee Addition, P&Z
 - January 12, 9am, Asphalt Zipper Equipment Demonstration
 - Jan 16, MLK Day for In-service Training Day, City Offices Closed
 - Jan 16, Holiday Trash Schedule – move to Tuesday and Wednesday Pick-up
 - January 17, 6pm, Public Hearing of Replat for Davee Addition, City Council
 - Jan 18, 8:30am, Municipal Court
 - Jan 18 – Good News Luncheon, HOT Event Center
 - Jan 19, 6pm, Charter Review Commission Quarterly Meeting
 - Jan 24, 6pm, BEDC Bi-Monthly Meeting
 - Feb 3, 9am to 2pm, TML Small Cities Problem Solving, Brady hosting

9. ANNOUNCEMENTS

Pursuant to the Texas Government Code § 551.0415, City Council Members and City staff may make reports about items of community interest during a meeting of the governing body without having given notice of the report. Items of community interest include: Expressions of thanks, congratulations, or condolence; An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision; Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and Announcements involving an imminent threat to public health and safety of people in the municipality that has arisen after the posting of the agenda.

10. EXECUTIVE SESSION

The City Council of the City of Brady will adjourn into Executive Session for the following:

- A. Pursuant to Section 551.072 (Deliberations about Real Property), the City Council will deliberate the purchase, exchange, lease, or value of real properties of the City as the deliberation in an open meeting will have the detrimental effect on the position of the City in negotiations with a third person – utility easements, animal shelter, and other public facilities.
- B. Pursuant to Section 551.086 (Deliberations, vote or final action about competitive matters of the public power utility), the City Council will deliberate, vote, or take final action on a competitive matter: the electric contract(s) with CMS Properties; Burger King.

11. OPEN SESSION/ACTION on Any Executive Session Item listed above, if needed.

12. ADJOURNMENT

I certify that this is a true and correct copy of the City of Brady City Council Meeting Agenda and that this notice as posted on the designated bulletin board at Brady City Hall, 201 E. Main St., Brady, Texas 76825, a place convenient and readily accessible to the public at all times, and said notice was posted on _____ by 6:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.

Tina Keys, City Secretary

In compliance with the American with Disabilities Act, the City of Brady will provide for reasonable accommodations for persons attending public meetings at City Facilities. Requests for accommodations or interpretive services must be received at least 48 hours prior to the meeting. Please contact the City Secretary at 325-597-2152 or citysec@bradytx.us.

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other governmental bodies, and/or city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a possible meeting of the other body, board, commission and/or committee, whose members may be in attendance, if such numbers constitute a quorum. The members of the boards, commissions and/or committees may be permitted to participate in discussion on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless item and action is specifically provided for on an agenda for that body, board, commission or committee subject to the Texas Open Meetings Act.

The City Council of the City of Brady reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on this agenda as authorized by the Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.086 (Deliberations, vote or final action about competitive matters of the public power utility), and 551.087 (Economic Development).

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes written interpretation of the Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.114(c) and the meeting is conducted by all participants in reliance on this opinion.

STATE OF TEXAS

COUNTY OF MCCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Regular Meeting on Tuesday, December 20, 2016 at 6:00 pm at the City of Brady Municipal Court Building located at 207 S. Elm Street, Brady, Texas with Mayor Anthony Groves presiding. Council Members present were Kathy Gloria, Marilyn Gendusa, Shelly Perkins, Jane Huffman and James Griffin. City staff present were Finance Director Lisa Remini, Public Works Director Steven Miller, Community Services Director Peter Lamont, City Attorney Shannon Kackley, City Secretary Tina Keys, Fire Chief Lyle Daniel, Asst Fire Chief Dink Nichols, and Police Chief Steve Thomas. Also in attendance was James Stewart.

1. CALL TO ORDER, ROLL CALL & CERTIFICATION OF A QUORUM

Mayor Groves called the meeting to order at 6:00 p.m. Council quorum was certified.

2. INVOCATION & PLEDGE OF ALLEGIANCE

Council Member Gendusa gave the invocation, and the Pledge of Allegiance was recited.

3. PUBLIC COMMENTS

There were no public comments.

4. CONSENT AGENDA

- A. Approval of Audit Board for December 20, 2016
- B. Approval of Minutes for December 6, 2016
- C. Action regarding second and final reading of Ordinance 1214 of the City of Brady, Texas, to repeal Ordinance 849 Civic Center Rules and Fees from the Code of Ordinances and replace with Civic Center Reservation Policy.
- D. Action regarding second and final reading of Ordinance 1215 of the City of Brady, Texas, to rescind Articles 9.100; 9.200; 9.300; 9.400; 9.500; 9.600; 9.800; and 9.900 from Personnel Articles from the Municipal Code of Ordinances due to conflicts with City Home Rule Charter, current State Laws, current ordinances or no longer exist.
- E. Action regarding Resolution 2016-066 to mutually terminate Non-Annexation Developer Agreement for the Winters' Tract, approved by Resolution 2016-061

Council Member Perkins requested Item B removed.

Council Member Gendusa moved to approve the Consent Agenda without Item B. The motion was seconded by Council Member Griffin. All Council Members voted "aye" and none "nay". Motion carried in a 5 – 0 vote.

Item B – Council Member Perkins said under Item E, "Council Member Perkins thinks we still have..." wants that changed to "Council Member Perkins said we still have..." and requested in Item K, changed to read "Council Member Huffman called for — question changing the word "a" to the word "the". Council Member Gendusa moved to approve as amended. Seconded by Council Member Perkins. All Council Members voted "aye" and none "nay". Motion carried in a 5 – 0 vote.

5. PRESENTATIONS

There were no presentations

6. PUBLIC HEARINGS:

There were no public hearings.

7. INDIVIDUAL CONCERNS

- A. Discussion, consideration and possible action to approve Resolution 2016-065 regarding a financing agreement for the purpose of procuring a "Pumper Fire Engine" for the Fire Division fleet (financing \$250,000). Lisa Remini presented to Council. Council Member Perkins moved to approve. The motion was seconded by Council Member Gendusa. All Council Members voted "aye" and none "nay". Motion carried in a 5 - 0 vote.

- B. Discussion, consideration and possible action of Administrative Projects for 2017 and establish work session dates. Peter Lamont presented. Mayor proposes first step would be to pull this page out and circle the 5 Council items that Council wants to do and turn in tonight or tomorrow and also commented that staff is looking for meeting times. Council Member Perkins wants to point out 5th item, code – and further down, more proactive code enforcement could be one item. Mayor thinks the topics are there because it was brought up as 2 separate items but believes Council Member Perkins is correct and suggests they be incorporated into one item. Council Member Gendusa brought up that Tuesday mornings are bad because of Audit Board. Council Member Huffman feels Tuesday afternoons are not good because it makes for a long day with Council meetings sometimes lasting late into the night. Mayor suggests we plan once a month and if we need more as needed we can do that. All Council Members would like to try 4:00pm work session once a month on the third Tuesday meeting with dinner during work session.

- C. Discussion regarding City Council meeting procedures and process. There was no discussion.

8. STAFF REPORTS

- A. Monthly Financial Reports for November 2016
- B. November Monthly Activity Reports – Seniors, Golf, BPD, Animal Control, Tourism Funding, Airport, Code Enforcement, HOT Ambulance Runs Recorded, Civic Center Construction Report
- C. Dec 23, Dec 26 and Jan 2 – City Offices Closed for Holidays
- D. Holiday Trash Service – Dec 22 and 23 moved up to Wednesday and Thursday
- E. Holiday Trash Service – Dec 26 and Jan 2 moved back to Tuesday and Wednesday
- F. January – Leaf Pick-up and Christmas Tree Pick-up Schedules
- G. Feb 3, 9am to 2pm, TML Small Cities Problem Solving, Brady hosting

9. ANNOUNCEMENTS

Merry Christmas & Happy New Year! Mayor Groves announced the Christmas Party was excellent. Everyone had a great time. It was one of the best yet.

10. ADJOURNMENT

There being no further business, the Mayor adjourned the meeting at 7:16 p.m.

Mayor Anthony Groves

Attest: _____
Tina Keys, City Secretary

City Council

City of Brady, Texas

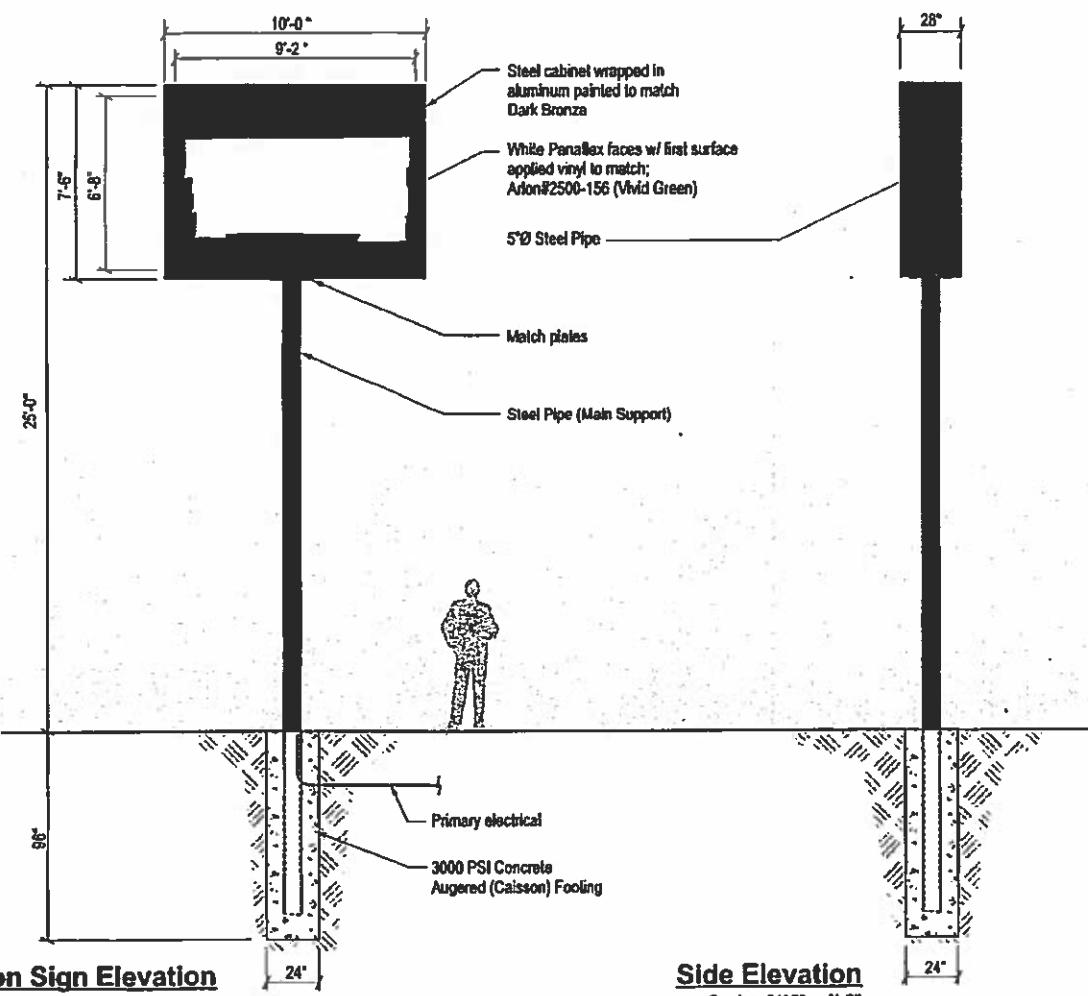
Agenda Action Form

AGENDA DATE:	01/03/2016	AGENDA ITEM	7.A.						
AGENDA SUBJECT:	Discussion, consideration and possible action regarding Sign Permit for CMS Properties, 2102 South Bridge Street, in lieu of current City Council Sign Moratorium.								
PREPARED BY:	Kimberly Dawee	Date Submitted:	12/29/2016						
EXHIBITS:	Sign Specs provided by CMS Properties								
BUDGETARY IMPACT:	<table border="1"><tr><td>Required Expenditure:</td><td>\$00.00</td></tr><tr><td>Amount Budgeted:</td><td>\$00.00</td></tr><tr><td>Appropriation Required:</td><td>\$00.00</td></tr></table>			Required Expenditure:	\$00.00	Amount Budgeted:	\$00.00	Appropriation Required:	\$00.00
Required Expenditure:	\$00.00								
Amount Budgeted:	\$00.00								
Appropriation Required:	\$00.00								
CITY MANAGER APPROVAL:									
SUMMARY:	CMS Properties is requesting a pole sign permit. With the pole sign moratorium, they would need City Council approval for a permit.								
The sign will be 25' tall with a backlight. This will not be an electronic sign but will have fluorescent lamp lighting. The sign will be approximately the same size as the sign CMS Properties put up next to the Hibbett Sports building which is also a CMS Properties building.									
RECOMMENDED ACTION:	Staff recommends approval of the pole sign for CMS Properties building at 2101 South Bridge.								

SIGN B		Pylon Sign
Type:	Pylon Sign	
Actual Size:	7'-6" x 10'-0"	
Viewable Size:	6'-6" x 9'-0"	
Square Footage:	75.00	

Electrical: Pylon
Ballast: (2) HF2696 @ 2.6 amps
(10) F8T12/CW/HO Fluorescent Lamps
Total amps = 5.2

General Notes:
This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code.
1) Grounded and bonded per NEC 600.7/NEC 250
2) Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps
3) Sign is to be UL listed per NEC 600.3
4) UL disconnect switch per NEC 600.6- required per sign component before leaving manufacturer*
*For multiple signs, a disconnect is permitted but not required for each section.

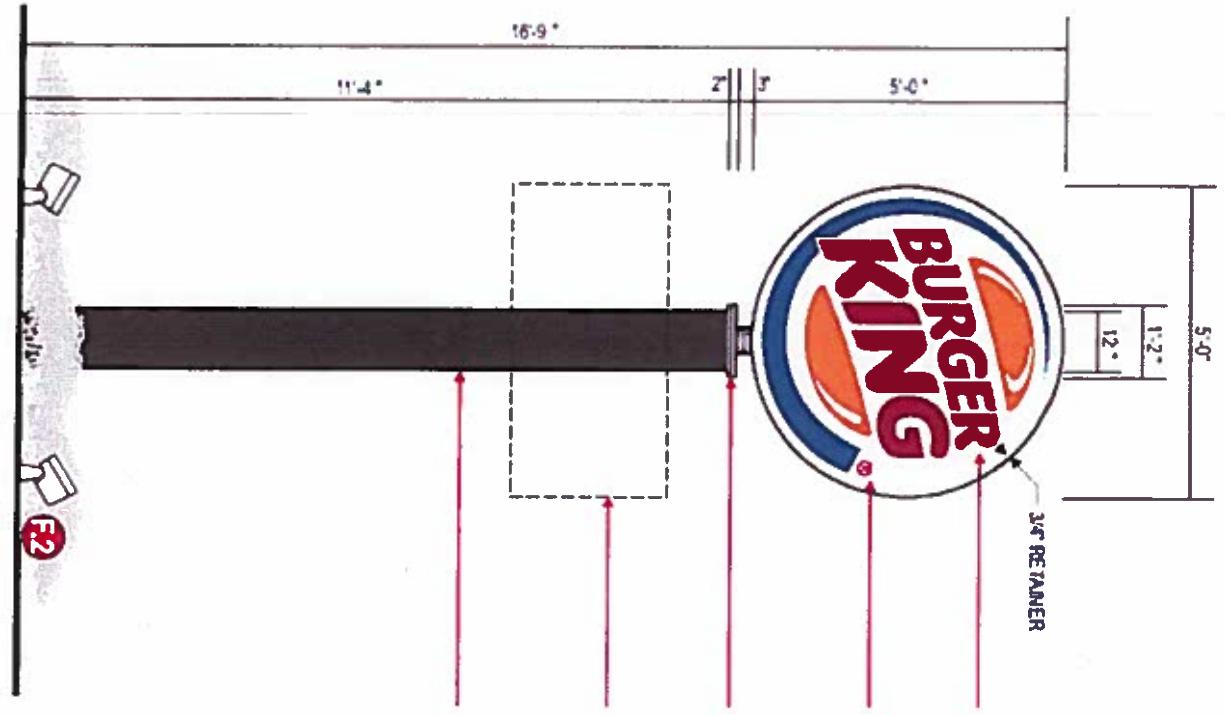


Pylon Sign Elevation



**City Council
City of Brady, Texas
Agenda Action Form**

AGENDA DATE:	01/03/2016	AGENDA ITEM	7.B.						
AGENDA SUBJECT:	Discussion, consideration and possible action regarding Sign Permit for Burger King, 2007 South Bridge , in lieu of current City Council Sign Moratorium.								
PREPARED BY:	Kimberly Davee	Date Submitted:	12/28/2016						
EXHIBITS:	Sign Specs provided by Vertical Construction								
BUDGETARY IMPACT:	<table border="1"> <tr> <td>Required Expenditure:</td> <td>\$00.00</td> </tr> <tr> <td>Amount Budgeted:</td> <td>\$00.00</td> </tr> <tr> <td>Appropriation Required:</td> <td>\$00.00</td> </tr> </table>			Required Expenditure:	\$00.00	Amount Budgeted:	\$00.00	Appropriation Required:	\$00.00
Required Expenditure:	\$00.00								
Amount Budgeted:	\$00.00								
Appropriation Required:	\$00.00								
CITY MANAGER APPROVAL:									
SUMMARY:									
Burger King is requesting a pole sign permit. With the pole sign moratorium, they would need City Council approval for a permit.									
<p>The sign will be 40' tall and will be backlit. There will be an electronic reader board where the dotted line is on the drawing. The sign will be approximately 10' shorter than the McDonald's sign. It will be taller than the Chevron and Stripes signs by approximately 5'. The electronic reader board can be manual or scheduled to dim and has 100 levels of dimming.</p>									
RECOMMENDED ACTION:									
Staff recommends approval of the pole sign for Burger King.									



CINDY VAUGHN | VERTICAL CONSTRUCTION MANAGEMENT
1209 SOUTH WHITE CHAPEL BLVD. SUITE 180 | SOUTHLAKE, TX 76092
817.912.5370 | O | 214.507.1452 | M | CVAUGHN@VERTICALCM.COM

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From: Derek Williams

Sent: Tuesday, December 27, 2016 1:07 PM

To: Cindy Vaughn <CVaughn@verticalcm.com>

Cc: Derek Brown <DBrown@verticalcm.com>; Kim Davee <kdavee@bradytx.us>

Subject: RE: Sign - Brady, TX (2007 S Bridge St)

Thank you for the email Ms. Davee,



City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	01/03/2016	AGENDA ITEM	7.C						
AGENDA SUBJECT:	Discussion regarding lease agreements for Davee Addition lessees and proposed replat								
PREPARED BY:	Kim Lenoir	Date Submitted:	12/29/2016						
EXHIBITS:	Proposed replat 24 lots from current plat of Davee Addition with 58 lots Draft Lease Agreements for current lessees								
BUDGETARY IMPACT:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Required Expenditure:</td> <td style="width: 50%;">\$00.00</td> </tr> <tr> <td>Amount Budgeted:</td> <td>\$00.00</td> </tr> <tr> <td>Appropriation Required:</td> <td>\$00.00</td> </tr> </table>			Required Expenditure:	\$00.00	Amount Budgeted:	\$00.00	Appropriation Required:	\$00.00
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Amount Budgeted:	\$00.00								
Appropriation Required:	\$00.00								
CITY MANAGER APPROVAL:	 <u>Kim Lenoir</u>								
SUMMARY:	<p>TCEQ requires lots with city water and septic tanks, be at least $\frac{1}{2}$ acre in size. The city has worked this past year with a surveyor to replat this city-owned subdivision to comply with the TCEQ Regulations.</p> <p>The City Council in 2015, changed the annual rental fee for the city-owned lots to \$1200 per year.</p> <p>Previous City Councils have approved lake lot leases with a variety of fees and terms. Staff has reviewed the active leases and incorporated them into new leases with the new lots. Please review. Staff will address questions and seek any further directions from City Council before these items move to future action items for City Council.</p>								
RECOMMENDED ACTION:	<p>Discussion Only</p>								

GROUND LEASE AGREEMENT – DRAFT 12-20-16

STATE OF TEXAS

§
§
§

COUNTY OF MCCULLOCH

1. PARTIES: The parties to this Lease are:
the owner of the Property, the City of Brady, Texas (hereinafter Landlord) and Tenant(s):
Harold and Maria Tacker

2. PROPERTY: Landlord leases to Tenant the following real property:

Address: 2702 Fife or 123 Lohn, Brady, Texas

described as Lots No. 12R in Block No.1 in the Davee Addition (old lots 16 and 22), Brady, McCulloch County, Texas. The real property is collectively called the "Property."

3. TERM:

A. Primary Term: The primary term of this Lease is Sixteen (16) years, which begins and ends as follows (due to prior 20 year lease approved 10-1-2012):

Commencement Date: January 1, 2017 Expiration Date: December 31, 2032

4. RENEWAL:

A. This Lease renews only with permission of the City of Brady City Council as required by the City Charter. If Tenant seeks to renew this Lease, Tenant shall provide Landlord 60 days' written notice in order to allow City Council sufficient time to consider renewal of the Lease.

5. RENT:

A. Annual Rent: Tenant shall pay Landlord annual rent in the amount of \$1,200 on January 1st for each full year during this Lease. Due to 2012 lease, payment is \$110 times 10% increase per year effective: back pay for January 2016 is \$110; January 2017 is \$121; 2018 is \$144; 2019 is \$158; 2020 is \$174; 2021 \$191.40; 2022 \$210.54; 2023 \$231.59; 2024 \$254.75; 2025 \$280.23; 2026 \$308.25; 2027 \$339.08; 2028 \$372.98; 2029 \$410.28; 2030 \$451.31; 2031 \$496.44; 2032 \$546.09.

B. Prorated Rent: N/A

C. Place of Payment: Unless this Lease provides otherwise, Tenant will remit all amounts due to Landlord under this Lease to the following person or entity at the place stated and

make all payments payable to the named person or entity. Landlord may later designate, in writing, another person or place to which Tenant must remit amounts due under this Lease.

Name: City of Brady, Texas
Address: Office of the City Secretary
City Hall
PO Box 351
201 East Main Street
Brady, Texas 76825

Notice: Place the Property address and Tenant's name on all payments.

D. Method of Payment:

- (1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this Lease.
- (2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
- (3) If Tenant fails to timely pay any amounts due under this Lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this Lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this Lease for Tenant's failure to make timely payments with good funds.

E. Rent Increases: There may be rent increases through the primary term of this Lease. City Council may increase the rent after providing at least 30 days written notice to Tenant.

6. LATE CHARGES:

A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by 5:00 p.m. on the first business day following January 1st of each year in which it is due, Tenant shall pay Landlord for each late payment:

- (1) an initial late charge equal to: \$ \$50.00; and
- (2) additional late charges of \$10.00 per day thereafter until rent and late charges are paid in full.

B. For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

7. RETURNED CHECKS: Tenant shall pay Landlord \$ 25.00 for each check Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment. Tenant shall make any returned check good by paying such amount(s) plus any associated charges in certified funds.

8. APPLICATION OF FUNDS: Regardless of any notation on a check, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned check charges, repairs, brokerage fees, periodic utilities, and then to rent.

9. UTILITIES:

A. Tenant shall pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, water, garbage, telephone, alarm monitoring systems, cable, and Internet connections). Amounts under this paragraph are payable directly to the service providers.

B. Tenant shall, at a minimum, keep the following utilities on, if available, at all times this Lease is in effect: electricity; water; and garbage services.

Notice: Before signing this Lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's use.

10. USE AND OCCUPANCY:

A. Occupants: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this Lease are (include names of all occupants): Harold Tacker and Maria Tacker

B. Phone Numbers: Tenant shall promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) not later than 5 days after a change.

C. Prohibitions: Tenant may not permit any part of the Property to be used for:

- (1) any activity which is a nuisance, offensive, noisy, or dangerous;
- (2) the repair of any vehicle;
- (3) any business of any type, including but not limited to child care;
- (4) any activity which violates any zoning ordinance, or restrictive covenant;
- (5) any illegal or unlawful activity; or
- (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.

D. Guests: Tenant may not permit any guest to stay on the Property longer than 10 days without Landlord's written permission.

E. Vehicles: Tenant may not permit more than three vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, and boats, on the Property unless authorized by Landlord in writing. Tenant may not park any vehicles in the yard. Tenant may not store any vehicles on or adjacent to the Property or on the street in front of the Property. Landlord may have towed, at Tenant's expense, any improperly parked or inoperative vehicle on or adjacent to the Property in accordance with applicable state and local laws.

11. ACCESS BY LANDLORD:

- A. Signs: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period.
- B. Access: Before accessing the Property, Landlord, or anyone authorized by Landlord, shall attempt to first contact Tenant, but may enter the Property at reasonable times without notice to make repairs or to show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Property's condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; (5) take possession of surrendered Property; (6) take possession of abandoned Property; or (7) seize nonexempt property if Tenant is in default.
- C. Trip Charges: If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are later denied or are not able to access the Property because of Tenant's failure to make the Property accessible, Landlord may charge Tenant a trip charge of \$25.00.

12. MOVE-IN CONDITION:

- A. Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it AS-IS.

13. MOVE-OUT:

- A. Move-Out Condition: When this Lease ends, Tenant shall surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant shall leave the Property in a clean condition free of all trash, debris, and any personal property. Tenant may not abandon the Property.
- B. Definitions:
 - (1) "*Normal wear and tear*" means deterioration that occurs without negligence, carelessness, accident, or abuse.

(2) "*Surrender*" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:

(a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or

(b) Tenant returns keys and access devices that Landlord provided to Tenant under this Lease.

(3) "*Abandonment*" occurs when all of the following occur:

(a) all occupants have vacated the Property, in Landlord's reasonable judgment;

(b) Tenant is in breach of this Lease by not timely paying rent; and

(c) Landlord has delivered written notice to Tenant, by affixing it to the main entry door stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.

C. Property Left After Move-Out:

(1) If Tenant leaves any property in the Property after surrendering or abandoning the Property Landlord may:

- (a) dispose of such property in the trash *or* a landfill;
- (b) give such personal property to a charitable organization; *or*
- (c) store and sell such personal property by following procedures in §54.045(b)-(e) of the Texas Property Code.

(2) Tenant shall reimburse Landlord all Landlord's reasonable costs for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

14. PROPERTY MAINTENANCE:

A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:

- (1) keep the Property clean and sanitary;
- (2) promptly dispose of all garbage in appropriate receptacles;
- (3) take action to promptly eliminate any dangerous condition on the Property;
- (4) promptly notify Landlord, in writing, of all major issues related to the Property.

B. Yard Maintenance:

- (1) "*Yard*" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.

(2) "*Maintain the yard*" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests in the yard; and (c) removing debris from the yard.

(3) Tenant will water the yard at reasonable and appropriate times as outlined by City of Brady Water Conservation Standards. Other than watering, the yard will be maintained as follows:

(a) Tenant, at Tenant's expense, shall maintain the yard.

C. Prohibitions: If Tenant installs any unauthorized fixtures on the Property, such fixtures shall become the property of the Landlord. Except as otherwise permitted by law, this Lease, or in writing by Landlord, Tenant may not:

- (1) Dig any holes in the Property;
- (2) keep or permit any hazardous material on the Property such as flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased;
- (3) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property; and
- (4) cause or allow any lien to be filed against any portion of the Property.

D. Failure to Maintain: If Tenant fails to comply with this Paragraph, Landlord may, in addition to exercising Landlord's remedies under Paragraph 20, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs.

15. REPAIRS:

A. Repair Requests: All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair.

B. Completion of Repairs:

- (1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.
- (2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

C. Payment of Repair Costs: Tenant will pay Landlord or any contractor Landlord directs Tenant to pay, the first \$500.00 cost to repair each condition in need of repair, and Landlord will pay the remainder, except for the following conditions which will be paid as follows.

(1) Repairs that Landlord will Pay Entirely: Landlord will pay the entire cost to repair:

- (a) a condition caused by the Landlord or the negligence of the Landlord;
- (b) a condition that adversely affects the health or safety of an ordinary tenant which is not caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant; and

(2) Repairs that Tenant will Pay Entirely: Tenant will pay Landlord or any contractor Landlord directs Tenant to pay the entire cost to repair:

- (a) a condition caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant (a failure to timely report an item in need of repair or the failure to properly maintain an item may cause damage for which Tenant may be responsible);

D. Trip Charges: If Landlord or a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay any trip charges incurred.

E. Advance Payments and Reimbursements: Landlord may require advance payment of repairs or payments under this Paragraph for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph for which Tenant is responsible.

16. LIABILITY: Unless solely caused by Landlord, Landlord is not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Tenant shall promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by Tenant, Tenant's guests, any occupants, or any pets.

17. HOLDOVER: If Tenant fails to vacate the Property at the time this Lease ends, Tenant shall pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the annual rent, calculated on a monthly basis, and shall be immediately due and payable daily without notice or demand.

18. LANDLORD'S LIEN: Landlord shall have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with Texas law.

19. SEPTIC SYSTEM: The Property is served by a septic system. Tenant is solely responsible for the maintenance, repairs, operation, and replacement of the septic system.

20. DEFAULT:

- A. If Landlord fails to comply with this Lease, Tenant may seek any relief provided by law.
- B. If Tenant fails to timely pay all amounts due under this Lease or otherwise fails to comply with this Lease, Tenant shall be in default and:
 - (1) Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate;
 - (2) all unpaid rents which are payable during the remainder of this Lease or any renewal period will be accelerated without notice or demand;
 - (3) Landlord may exercise Landlord's lien under Paragraph 18 and any other rights under this Lease or the Property Code; and
 - (4) Tenant will be liable for:
 - (a) any lost rent;
 - (b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
 - (c) repairs to the Property for use beyond normal wear and tear;
 - (d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, and prejudgment interest;
 - (e) all Landlord's costs associated with collection of amounts due under this Lease, including but not limited to collection fees, late charges, and returned check charges; and
 - (f) any other recovery to which Landlord may be entitled by law.
- C. Notice to vacate under this Paragraph shall be by written notice delivered to Tenant in accordance with Paragraph 25.
- D. Landlord shall attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.

21. EARLY TERMINATION: This Lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) terminated earlier by agreement of Landlord and Tenant.

- A. Military: If Tenant is or becomes a member of the United States armed forces on active duty and receives permanent change of station (PCS) orders and Tenant is not in default of this Lease, Tenant may terminate this Lease by giving Landlord: (i) a certified copy of the orders; and (ii) written notice of termination of not less than 30 days. This paragraph

does not apply to orders: (i) authorizing base housing or post housing; (ii) for deployment; or (iii) changing permanent stations which are located in the same county.

B. Assignment and Subletting:

(1) Tenant may not assign this Lease or sublet the Property without Landlord's prior written consent.

(2) If Tenant requests an early termination of this Lease under this Paragraph, Tenant may attempt to find a replacement tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.

(3) Any assignee, subtenant, or replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this Lease or otherwise acceptable to Landlord; (b) a sublease with terms approved by Landlord; or (c) an assignment of this Lease in a form approved by Landlord.

(4) At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the Property, Tenant shall pay landlord:

(a) If Tenant procures the assignee, subtenant, or replacement tenant:

(i) \$50.00

(b) If Landlord procures the assignee, subtenant, or replacement tenant:

(i) \$100.00

(5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this Lease because of an assignment or sublease. An assignment of this Lease or a sublease of this Lease without City Council approval is void.

22. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding under or related to the transaction described in this Lease is entitled to recover prejudgment interest, attorney's fees, costs of service, and all other costs of the legal proceeding from non-prevailing party.

23. REPRESENTATIONS: Tenant's statements in this Lease and any application for rental material representations. Each party to this Lease represents that he or she is of legal age to enter into a contract. If Tenant makes a misrepresentation in this Lease or in an application for rental, Tenant is in default.

24. ADDENDA: Incorporated into this Lease are the addenda, exhibits and other information referred to herein. If Landlord's Rules and Regulations are made part of this Lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

25. NOTICES: All notices under this Lease must be in writing and are effective when delivered, sent by mail, or sent by facsimile transmission to:

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Tenant at the Property and a copy to:
City of Brady, Texas c/o:

City of Brady, Texas c/o:

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City Secretary
City Hall, PO Box

City Hall, PO Box 3511
301 East Main Street

201 East Main Street

Brady, Texas / 6823

Phone: 325-597-2151

26. AGREEMENT OF PARTIES:

- A. Entire Agreement: There are no oral agreements between Landlord and Tenant. This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This Lease is binding upon and inures to the benefit of the parties to this Lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this Lease, its extension, its renewal, or its termination is binding on all Tenants executing this Lease.
- D. Waiver: Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this Lease.
- E. Severable Clauses: Should a court find any clause in this Lease unenforceable, the remainder of this Lease will not be affected and all other provisions in this Lease will remain enforceable.
- F. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this Lease.

7. INFORMATION:

- A. Future inquiries about this Lease and rental payments should be directed to the person listed for receipt of notices for Landlord under Paragraph 25.
- B. It is Tenant's responsibility to determine, before signing this Lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.
- C. Unpaid rent and any unpaid amount under this Lease are reportable to credit reporting agencies.

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- A. Future inquiries about this Lease and rental payments should be directed to the person listed for receipt of notices for Landlord under Paragraph 25.
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- C. Unpaid rent and any unpaid amount under this Lease are reportable to credit reporting agencies.

D. If all occupants over 18 years of age die during this Lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; and (ii) permit the named person to remove Tenant's personal property, to the named person below.

Name: _____ Phone: _____
Address: _____
E-mail: _____

E. Landlord's insurance does not cover Tenant from loss of personal property. Landlord recommends that Tenant obtain insurance for casualties such as fire, flood, water damage, and theft.

City Manager _____ Date _____
on behalf of the City of Brady, Texas

Harold Tacker _____ Date _____
Tenant

Maria Tacker _____ Date _____
Tenant

Approved by City Council
Resolution _____

GROUND LEASE AGREEMENT – DRAFT 12-20-16

STATE OF TEXAS

- 1. PARTIES:** The parties to this Lease are:
the owner of the Property, the City of Brady, Texas (hereinafter Landlord) and Tenant(s):
Sandra Turner

2. PROPERTY: Landlord leases to Tenant the following real property:

Address: 121 Lohn Street, Brady, Texas

described as Lot No. 13R in Block No. 1 in the Dawee Addition (Old Lots 17, 21), Brady, McCulloch County, Texas. The real property is collectively called the "Property."

3. TERM:

A. Primary Term: The primary term of this Lease is Ten (10) years, which begins and ends as follows:

Commencement Date: January 1, 2017 Expiration Date: December 31, 2027

4. RENEWAL:

A. This Lease renews only with permission of the City of Brady City Council as required by the City Charter. If Tenant seeks to renew this Lease, Tenant shall provide Landlord 60 days' written notice in order to allow City Council sufficient time to consider renewal of the Lease.

5. RENT:

A. **Annual Rent:** Tenant shall pay Landlord annual rent in the amount of \$1,200 on January 1st for each full year during this Lease, effective January 1, 2017.

B. Prorated Rent: N/A

C. Place of Payment: Unless this Lease provides otherwise, Tenant will remit all amounts due to Landlord under this Lease to the following person or entity at the place stated and make all payments payable to the named person or entity. Landlord may later designate, in writing, another person or place to which Tenant must remit amounts due under this Lease.

Name: City of Brady, Texas
Address: Office of the City Secretary
City Hall
PO Box 351
201 East Main Street
Brady, Texas 76825

Notice: Place the Property address and Tenant's name on all payments.

D. Method of Payment:

- (1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this Lease.
- (2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
- (3) If Tenant fails to timely pay any amounts due under this Lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this Lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this Lease for Tenant's failure to make timely payments with good funds.

E. Rent Increases: There may be rent increases through the primary term of this Lease. City Council may increase the rent after providing at least 30 days written notice to Tenant.

6. LATE CHARGES:

A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by 5:00 p.m. on the first business day following January 1st of each year in which it is due, Tenant shall pay Landlord for each late payment:

- (1) an initial late charge equal to: \$ \$50.00; and
- (2) additional late charges of \$10.00 per day thereafter until rent and late charges are paid in full.

B. For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

7. RETURNED CHECKS: Tenant shall pay Landlord \$ \$25.00 for each check Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment. Tenant shall make any returned check good by paying such amount(s) plus any associated charges in certified funds.

8. APPLICATION OF FUNDS: Regardless of any notation on a check, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned check charges, repairs, brokerage fees, periodic utilities, and then to rent.

9. UTILITIES:

A. Tenant shall pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, water, garbage, telephone, alarm monitoring systems, cable, and Internet connections). Amounts under this paragraph are payable directly to the service providers.

B. Tenant shall, at a minimum, keep the following utilities on, if available, at all times this Lease is in effect: electricity; water; and garbage services.

Notice: Before signing this Lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's use.

10. USE AND OCCUPANCY:

A. Occupants: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this Lease are (include names of all occupants): Sandra Turner

B. Phone Numbers: Tenant shall promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) not later than 5 days after a change.

C. Prohibitions: Tenant may not permit any part of the Property to be used for:

- (1) any activity which is a nuisance, offensive, noisy, or dangerous;
- (2) the repair of any vehicle;
- (3) any business of any type, including but not limited to child care;
- (4) any activity which violates any zoning ordinance, or restrictive covenant;
- (5) any illegal or unlawful activity; or
- (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.

D. Guests: Tenant may not permit any guest to stay on the Property longer than 10 days without Landlord's written permission.

E. Vehicles: Tenant may not permit more than three vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, and boats, on the Property unless authorized by Landlord in writing. Tenant may not park any vehicles in the yard. Tenant may not store any vehicles on or adjacent to the Property or on the street in front of the Property. Landlord may have towed, at Tenant's expense, any improperly

parked or inoperative vehicle on or adjacent to the Property in accordance with applicable state and local laws.

11. ACCESS BY LANDLORD:

A. Signs: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period.

B. Access: Before accessing the Property, Landlord, or anyone authorized by Landlord, shall attempt to first contact Tenant, but may enter the Property at reasonable times without notice to make repairs or to show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Property's condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; (5) take possession of surrendered Property; (6) take possession of abandoned Property; or (7) seize nonexempt property if Tenant is in default.

C. Trip Charges: If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are later denied or are not able to access the Property because of Tenant's failure to make the Property accessible, Landlord may charge Tenant a trip charge of \$25.00.

12. MOVE-IN CONDITION:

A. Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it AS-IS.

13. MOVE-OUT:

A. Move-Out Condition: When this Lease ends, Tenant shall surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant shall leave the Property in a clean condition free of all trash, debris, and any personal property. Tenant may not abandon the Property.

B. Definitions:

- (1) "*Normal wear and tear*" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- (2) "*Surrender*" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:
 - (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
 - (b) Tenant returns keys and access devices that Landlord provided to Tenant under this Lease.
- (3) "*Abandonment*" occurs when all of the following occur:

- (a) all occupants have vacated the Property, in Landlord's reasonable judgment;
- (b) Tenant is in breach of this Lease by not timely paying rent; and
- (c) Landlord has delivered written notice to Tenant, by affixing it to the main entry door stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.

C. Property Left After Move-Out:

- (1) If Tenant leaves any property in the Property after surrendering or abandoning the Property Landlord may:
 - (a) dispose of such property in the trash *or* a landfill;
 - (b) give such personal property to a charitable organization; *or*
 - (c) store and sell such personal property by following procedures in §54.045(b)-(e) of the Texas Property Code.
- (2) Tenant shall reimburse Landlord all Landlord's reasonable costs for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

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A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:

- (1) keep the Property clean and sanitary;
- (2) promptly dispose of all garbage in appropriate receptacles;
- (3) take action to promptly eliminate any dangerous condition on the Property;
- (4) promptly notify Landlord, in writing, of all major issues related to the Property.

B. Yard Maintenance:

- (1) "*Yard*" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.
- (2) "*Maintain the yard*" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests in the yard; and (c) removing debris from the yard.
- (3) Tenant will water the yard at reasonable and appropriate times as outlined by City of Brady Water Conservation Standards. Other than watering, the yard will be maintained as follows:
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C. Prohibitions: If Tenant installs any unauthorized fixtures on the Property, such fixtures shall become the property of the Landlord. Except as otherwise permitted by law, this Lease, or in writing by Landlord, Tenant may not:

- (1) Dig any holes in the Property;
- (2) keep or permit any hazardous material on the Property such as flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased;
- (3) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property; and
- (4) cause or allow any lien to be filed against any portion of the Property.

D. Failure to Maintain: If Tenant fails to comply with this Paragraph, Landlord may, in addition to exercising Landlord's remedies under Paragraph 20, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs.

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B. Completion of Repairs:

- (1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.
- (2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

C. Payment of Repair Costs: Tenant will pay Landlord or any contractor Landlord directs Tenant to pay, the first \$ 500.00 cost to repair each condition in need of repair, and Landlord will pay the remainder, except for the following conditions which will be paid as follows.

- (1) Repairs that Landlord will Pay Entirely: Landlord will pay the entire cost to repair:
 - (a) a condition caused by the Landlord or the negligence of the Landlord;
 - (b) a condition that adversely affects the health or safety of an ordinary tenant which is not caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant; and
- (2) Repairs that Tenant will Pay Entirely: Tenant will pay Landlord or any contractor Landlord directs Tenant to pay the entire cost to repair:

(a) a condition caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant (a failure to timely report an item in need of repair or the failure to properly maintain an item may cause damage for which Tenant may be responsible);

D. Trip Charges: If Landlord or a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay any trip charges incurred.

E. Advance Payments and Reimbursements: Landlord may require advance payment of repairs or payments under this Paragraph for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph for which Tenant is responsible.

16. LIABILITY: Unless solely caused by Landlord, Landlord is not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Tenant shall promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by Tenant, Tenant's guests, any occupants, or any pets.

17. HOLDOVER: If Tenant fails to vacate the Property at the time this Lease ends, Tenant shall pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the annual rent, calculated on a monthly basis, and shall be immediately due and payable daily without notice or demand.

18. LANDLORD'S LIEN: Landlord shall have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with Texas law.

19. SEPTIC SYSTEM: The Property is served by a septic system. Tenant is solely responsible for the maintenance, repairs, operation, and replacement of the septic system.

20. DEFAULT:

- A. If Landlord fails to comply with this Lease, Tenant may seek any relief provided by law.
- B. If Tenant fails to timely pay all amounts due under this Lease or otherwise fails to comply with this Lease, Tenant shall be in default and:
 - (1) Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate;

- (2) all unpaid rents which are payable during the remainder of this Lease or any renewal period will be accelerated without notice or demand;
- (3) Landlord may exercise Landlord's lien under Paragraph 18 and any other rights under this Lease or the Property Code; and
- (4) Tenant will be liable for:
 - (a) any lost rent;
 - (b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
 - (c) repairs to the Property for use beyond normal wear and tear;
 - (d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, and prejudgment interest;
 - (e) all Landlord's costs associated with collection of amounts due under this Lease, including but not limited to collection fees, late charges, and returned check charges; and
 - (f) any other recovery to which Landlord may be entitled by law.

C. Notice to vacate under this Paragraph shall be by written notice delivered to Tenant in accordance with Paragraph 25.

D. Landlord shall attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.

21. EARLY TERMINATION: This Lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) terminated earlier by agreement of Landlord and Tenant.

A. Military: If Tenant is or becomes a member of the United States armed forces on active duty and receives permanent change of station (PCS) orders and Tenant is not in default of this Lease, Tenant may terminate this Lease by giving Landlord: (i) a certified copy of the orders; and (ii) written notice of termination of not less than 30 days. This paragraph does not apply to orders: (i) authorizing base housing or post housing; (ii) for deployment; or (iii) changing permanent stations which are located in the same county.

B. Assignment and Subletting:

- (1) Tenant may not assign this Lease or sublet the Property without Landlord's prior written consent.
- (2) If Tenant requests an early termination of this Lease under this Paragraph, Tenant may attempt to find a replacement tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.
- (3) Any assignee, subtenant, or replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this Lease or otherwise acceptable to Landlord; (b)

a sublease with terms approved by Landlord; or (c) an assignment of this Lease in a form approved by Landlord.

(4) At the time Landlord agrees to permit an assignee, subtenant, or replacement

tenant to occupy the property, Tenant shall pay landlord.

(a) If Tenant prosecutes the assignee, subtenant, or replacement tenant:

(b) If Landlord procures the assignee, subtenant, or replacement tenant:

(5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be relieved from Tenant's obligations under this lease by reason of any transfer or assignment of the interest of the lessor in the property.

be released from Tenant's obligation assignment or sublease. An assignment without City Council approval is void.

22. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this Lease is entitled to recover prejudgment interest, attorney's fees, costs of service, and all other costs of the legal proceeding from the non-prevailing party.

23. REPRESENTATIONS: Tenant's statements in this Lease and any application for rental are material representations. Each party to this Lease represents that he or she is of legal age to enter into a contract. If Tenant makes a misrepresentation in this Lease or in an application for rental, Tenant is in default.

24. ADDENDA: Incorporated into this Lease are the addenda, exhibits and other information referred to herein. If Landlord's Rules and Regulations are made part of this Lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

25. NOTICES: All notices under this Lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Tenant at the Property and a copy to:

City of Brady, Texas c/o:
City Secretary

City Hall, PO Box 333
201 East Main Street
Brady, Texas 76825
Phone: 325-597-2158
Fax: 325-597-2068

26. AGREEMENT OF PARTIES:

A. Entire Agreement: There are no oral agreements between Landlord and Tenant. This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

B. **Binding Effect:** This Lease is binding upon and inures to the benefit of the parties to this Lease and their respective heirs, executors, administrators, successors, and permitted assigns.

C. **Joint and Several:** All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this Lease, its extension, its renewal, or its termination is binding on all Tenants executing this Lease.

D. **Waiver:** Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this Lease.

E. **Severable Clauses:** Should a court find any clause in this Lease unenforceable, the remainder of this Lease will not be affected and all other provisions in this Lease will remain enforceable.

F. **Controlling Law:** The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this Lease.

27. INFORMATION:

A. Future inquiries about this Lease and rental payments should be directed to the person listed for receipt of notices for Landlord under Paragraph 25.

B. It is Tenant's responsibility to determine, before signing this Lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.

C. Unpaid rent and any unpaid amount under this Lease are reportable to credit reporting agencies.

D. If all occupants over 18 years of age die during this Lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; and (ii) permit the named person to remove Tenant's personal property, to the named person below.

Name: _____ Phone: _____
Address: _____
E-mail: _____

E. Landlord's insurance does not cover Tenant from loss of personal property. Landlord recommends that Tenant obtain insurance for casualties such as fire, flood, water damage, and theft.

City Manager _____ Date _____
on behalf of the City of Brady, Texas

Approved by City Council
Resolution _____

Sandra Turner, Tenant _____ Date _____

GROUND LEASE AGREEMENT – DRAFT 12-20-16

STATE OF TEXAS

1. PARTIES: The parties to this Lease are:

the owner of the Property, the City of Brady, Texas (hereinafter Landlord) and Tenant(s):
Sandra Turner

2. PROPERTY: Landlord leases to Tenant the following real property:

Address: 2722 Fife or 119 Lohn Street, Brady, Texas

described as Lot No. 14R in Block No. 1 in the Davee Addition (Old Lots 18, 19, 20), Brady, McCulloch County, Texas. The real property is collectively called the "Property."

3. TERM:

A. Primary Term: The primary term of this Lease is Ten (10) years, which begins and ends on February 1, 2011.

January 1, 2017 Expiration Date: December 31, 2027

4. RENEWAL:

A. This Lease renews only with permission of the City of Brady City Council as required by the City Charter. If Tenant seeks to renew this Lease, Tenant shall provide Landlord 60 days' written notice in order to allow City Council sufficient time to consider renewal of the Lease.

5. RENT:

A. Annual Rent: Tenant shall pay Landlord annual rent in the amount of \$1,200 on January 1st for each full year during this Lease, effective January 1, 2017.

B. Prorated Rent: N/A

C. Place of Payment: Unless this Lease provides otherwise, Tenant will remit all amounts due to Landlord under this Lease to the following person or entity at the place stated and make all payments payable to the named person or entity. Landlord may later designate, in writing, another person or place to which Tenant must remit amounts due under this Lease.

Name: City of Brady, Texas
Address: Office of the City Secretary
City Hall
PO Box 351
201 East Main Street
Brady, Texas 76825

Notice: Place the Property address and Tenant's name on all payments.

D. Method of Payment:

- (1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this Lease.
- (2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
- (3) If Tenant fails to timely pay any amounts due under this Lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this Lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this Lease for Tenant's failure to make timely payments with good funds.

E. Rent Increases: There may be rent increases through the primary term of this Lease. City Council may increase the rent after providing at least 30 days written notice to Tenant.

6. LATE CHARGES:

A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by 5:00 p.m. on the first business day following January 1st of each year in which it is due, Tenant shall pay Landlord for each late payment:

- (1) an initial late charge equal to: \$ \$50.00; and
- (2) additional late charges of \$10.00 per day thereafter until rent and late charges are paid in full.

B. For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

7. RETURNED CHECKS: Tenant shall pay Landlord \$25.00 for each check Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment. Tenant shall make any returned check good by paying such amount(s) plus any associated charges in certified funds.

8. APPLICATION OF FUNDS: Regardless of any notation on a check, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned check charges, repairs, brokerage fees, periodic utilities, and then to rent.

9. UTILITIES:

A. Tenant shall pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, water, garbage, telephone, alarm monitoring systems, cable, and Internet connections). Amounts under this paragraph are payable directly to the service providers.

B. Tenant shall, at a minimum, keep the following utilities on, if available, at all times this Lease is in effect: electricity; water; and garbage services.

Notice: Before signing this Lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's use.

10. USE AND OCCUPANCY:

A. Occupants: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this Lease are (include names of all occupants): Sandra Turner

B. Phone Numbers: Tenant shall promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) not later than 5 days after a change.

C. Prohibitions: Tenant may not permit any part of the Property to be used for:

- (1) any activity which is a nuisance, offensive, noisy, or dangerous;
- (2) the repair of any vehicle;
- (3) any business of any type, including but not limited to child care;
- (4) any activity which violates any zoning ordinance, or restrictive covenant;
- (5) any illegal or unlawful activity; or
- (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.

D. Guests: Tenant may not permit any guest to stay on the Property longer than 10 days without Landlord's written permission.

E. Vehicles: Tenant may not permit more than three vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, and boats, on the Property unless authorized by Landlord in writing. Tenant may not park any vehicles in the yard. Tenant may not store any vehicles on or adjacent to the Property or on the street in front of the Property. Landlord may have towed, at Tenant's expense, any improperly

parked or inoperative vehicle on or adjacent to the Property in accordance with applicable state and local laws.

11. ACCESS BY LANDLORD:

- A. Signs: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period.
- B. Access: Before accessing the Property, Landlord, or anyone authorized by Landlord, shall attempt to first contact Tenant, but may enter the Property at reasonable times without notice to make repairs or to show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Property's condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; (5) take possession of surrendered Property; (6) take possession of abandoned Property; or (7) seize nonexempt property if Tenant is in default.
- C. Trip Charges: If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are later denied or are not able to access the Property because of Tenant's failure to make the Property accessible, Landlord may charge Tenant a trip charge of \$25.00.

12. MOVE-IN CONDITION:

- A. Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it AS-IS.

13. MOVE-OUT:

- A. Move-Out Condition: When this Lease ends, Tenant shall surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant shall leave the Property in a clean condition free of all trash, debris, and any personal property. Tenant may not abandon the Property.
- B. Definitions:
 - (1) "*Normal wear and tear*" means deterioration that occurs without negligence, carelessness, accident, or abuse.
 - (2) "*Surrender*," occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:
 - (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
 - (b) Tenant returns keys and access devices that Landlord provided to Tenant under this Lease.
 - (3) "*Abandonment*" occurs when all of the following occur:

- (a) all occupants have vacated the Property, in Landlord's reasonable judgment;
- (b) Tenant is in breach of this Lease by not timely paying rent; and
- (c) Landlord has delivered written notice to Tenant, by affixing it to the main entry door stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.

C. Property Left After Move-Out:

- (1) If Tenant leaves any property in the Property after surrendering or abandoning the Property Landlord may:
 - (a) dispose of such property in the trash *or* a landfill;
 - (b) give such personal property to a charitable organization; *or*
 - (c) store and sell such personal property by following procedures in §54.045(b)-(e) of the Texas Property Code.
- (2) Tenant shall reimburse Landlord all Landlord's reasonable costs for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

14. PROPERTY MAINTENANCE:

A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:

- (1) keep the Property clean and sanitary;
- (2) promptly dispose of all garbage in appropriate receptacles;
- (3) take action to promptly eliminate any dangerous condition on the Property;
- (4) promptly notify Landlord, in writing, of all major issues related to the Property.

B. Yard Maintenance:

- (1) "*Yard*" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.
- (2) "*Maintain the yard*" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests in the yard; and (c) removing debris from the yard.
- (3) Tenant will water the yard at reasonable and appropriate times as outlined by City of Brady Water Conservation Standards. Other than watering, the yard will be maintained as follows:
 - (a) Tenant, at Tenant's expense, shall maintain the yard.

C. Prohibitions: If Tenant installs any unauthorized fixtures on the Property, such fixtures shall become the property of the Landlord. Except as otherwise permitted by law, this Lease, or in writing by Landlord, Tenant may not:

- (1) Dig any holes in the Property;
- (2) keep or permit any hazardous material on the Property such as flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased;
- (3) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property; and
- (4) cause or allow any lien to be filed against any portion of the Property.

D. Failure to Maintain: If Tenant fails to comply with this Paragraph, Landlord may, in addition to exercising Landlord's remedies under Paragraph 20, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs.

15. REPAIRS:

A. Repair Requests: All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair.

B. Completion of Repairs:

- (1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.
- (2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

C. Payment of Repair Costs: Tenant will pay Landlord or any contractor Landlord directs Tenant to pay, the first \$500.00 cost to repair each condition in need of repair, and Landlord will pay the remainder, except for the following conditions which will be paid as follows.

- (1) Repairs that Landlord will Pay Entirely: Landlord will pay the entire cost to repair:
 - (a) a condition caused by the Landlord or the negligence of the Landlord;
 - (b) a condition that adversely affects the health or safety of an ordinary tenant which is not caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant; and
- (2) Repairs that Tenant will Pay Entirely: Tenant will pay Landlord or any contractor Landlord directs Tenant to pay the entire cost to repair:

(a) a condition caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant (a failure to timely report an item in need of repair or the failure to properly maintain an item may cause damage for which Tenant may be responsible);

D. Trip Charges: If Landlord or a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay any trip charges incurred.

E. Advance Payments and Reimbursements: Landlord may require advance payment of repairs or payments under this Paragraph for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph for which Tenant is responsible.

16. LIABILITY: Unless solely caused by Landlord, Landlord is not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Tenant shall promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by Tenant, Tenant's guests, any occupants, or any pets.

17. HOLDOVER: If Tenant fails to vacate the Property at the time this Lease ends, Tenant shall pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the annual rent, calculated on a monthly basis, and shall be immediately due and payable daily without notice or demand.

18. LANDLORD'S LIEN: Landlord shall have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with Texas law.

19. SEPTIC SYSTEM: The Property is served by a septic system. Tenant is solely responsible for the maintenance, repairs, operation, and replacement of the septic system.

20. DEFAULT:

- A. If Landlord fails to comply with this Lease, Tenant may seek any relief provided by law.
- B. If Tenant fails to timely pay all amounts due under this Lease or otherwise fails to comply with this Lease, Tenant shall be in default and:
 - (1) Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate;

- (2) all unpaid rents which are payable during the remainder of this Lease or any renewal period will be accelerated without notice or demand;
- (3) Landlord may exercise Landlord's lien under Paragraph 18 and any other rights under this Lease or the Property Code; and
- (4) Tenant will be liable for:
 - (a) any lost rent;
 - (b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
 - (c) repairs to the Property for use beyond normal wear and tear;
 - (d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, and prejudgment interest;
 - (e) all Landlord's costs associated with collection of amounts due under this Lease, including but not limited to collection fees, late charges, and returned check charges; and
 - (f) any other recovery to which Landlord may be entitled by law.

C. Notice to vacate under this Paragraph shall be by written notice delivered to Tenant in accordance with Paragraph 25.

D. Landlord shall attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.

21. EARLY TERMINATION: This Lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) terminated earlier by agreement of Landlord and Tenant.

A. Military: If Tenant is or becomes a member of the United States armed forces on active duty and receives permanent change of station (PCS) orders and Tenant is not in default of this Lease, Tenant may terminate this Lease by giving Landlord: (i) a certified copy of the orders; and (ii) written notice of termination of not less than 30 days. This paragraph does not apply to orders: (i) authorizing base housing or post housing; (ii) for deployment; or (iii) changing permanent stations which are located in the same county.

B. Assignment and Subletting:

- (1) Tenant may not assign this Lease or sublet the Property without Landlord's prior written consent.
- (2) If Tenant requests an early termination of this Lease under this Paragraph, Tenant may attempt to find a replacement tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.
- (3) Any assignee, subtenant, or replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this Lease or otherwise acceptable to Landlord; (b)

a sublease with terms approved by Landlord; or (c) an assignment of this Lease in a form approved by Landlord.

(4) At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the Property, Tenant shall pay landlord:

(a) If Tenant procures the assignee, subtenant, or replacement tenant:

(i) \$50.00

(b) If Landlord procures the assignee, subtenant, or replacement tenant:

(i) \$100.00

(5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this Lease because of an assignment or sublease. An assignment of this Lease or a sublease of this Lease without City Council approval is void.

22. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this Lease is entitled to recover prejudgment interest, attorney's fees, costs of service, and all other costs of the legal proceeding from the non-prevailing party.

23. REPRESENTATIONS: Tenant's statements in this Lease and any application for rental are material representations. Each party to this Lease represents that he or she is of legal age to enter into a contract. If Tenant makes a misrepresentation in this Lease or in an application for rental, Tenant is in default.

24. ADDENDA: Incorporated into this Lease are the addenda, exhibits and other information referred to herein. If Landlord's Rules and Regulations are made part of this Lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

25. NOTICES: All notices under this Lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Tenant at the Property and a copy to:

City of Brady, Texas c/o:

City Secretary

City Hall, PO Box 351

201 East Main Street

Brady, Texas 76825

Phone: 325-597-2152

Fax: 325-597-2068

26. AGREEMENT OF PARTIES:

A. Entire Agreement: There are no oral agreements between Landlord and Tenant. This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

- B. Binding Effect: This Lease is binding upon and inures to the benefit of the parties to this Lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this Lease, its extension, its renewal, or its termination is binding on all Tenants executing this Lease.
- D. Waiver: Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this Lease.
- E. Severable Clauses: Should a court find any clause in this Lease unenforceable, the remainder of this Lease will not be affected and all other provisions in this Lease will remain enforceable.
- F. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this Lease.

27. INFORMATION:

- A. Future inquiries about this Lease and rental payments should be directed to the person listed for receipt of notices for Landlord under Paragraph 25.
- B. It is Tenant's responsibility to determine, before signing this Lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.
- C. Unpaid rent and any unpaid amount under this Lease are reportable to credit reporting agencies.
- D. If all occupants over 18 years of age die during this Lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; and (ii) permit the named person to remove Tenant's personal property, to the named person below.
- E. Landlord's insurance does not cover Tenant from loss of personal property. Landlord recommends that Tenant obtain insurance for casualties such as fire, flood, water damage, and theft.

Name: _____

Address: _____

E-mail: _____

Phone: _____

<u>City Manager</u>	<u>Date</u>
on behalf of the City of Brady, Texas	
<u>Approved by City Council</u>	
<u>Resolution</u>	
<u>Sandra Turner, Tenant</u>	<u>Date</u>

GROUND LEASE AGREEMENT – DRAFT 12-20-16

STATE OF TEXAS §
§
§

COUNTY OF MCCULLOCH §
§
§

1. PARTIES: The parties to this Lease are:
the owner of the Property, the City of Brady, Texas (hereinafter Landlord) and Tenant(s):
Carl and/or Jeanette Tacker

2. PROPERTY: Landlord leases to Tenant the following real property:

Address: 118 Lohn Street, Brady, Texas

described as Lot No. 15R in Block No. 1 in the Davee Addition (Old Lots 46, 47, 48), Brady, McCulloch County, Texas. The real property is collectively called the "Property."

3. TERM:

A. Primary Term: The primary term of this Lease is Twenty-one (21) years, which begins and ends as follows (due to prior 50 year lease approved 5-12-1988):

Commencement Date:

January 1, 2017 Expiration Date: December 31, 2038 (Old Lot 46)

January 1, 2017 Expiration Date: December 31, 2022 (Old Lot 47)

January 1, 2017 Expiration Date: December 31, 2022 (Old Lot 48)

January 1, 2023 Expiration Date: Dec 31, 2038 (Lot 15R – combining all old lots)

4. RENEWAL:

A. This Lease renews only with permission of the City of Brady City Council as required by the City Charter. If Tenant seeks to renew this Lease, Tenant shall provide Landlord 60 days' written notice in order to allow City Council sufficient time to consider renewal of the Lease.

5. RENT:

A. Annual Rent: Tenant shall pay Landlord annual rent in the amount of \$1,200 on January 1st for each full year during this Lease, effective January 1, 2023.
Due to old Lot 46 - 1988 lease, payment is \$82.50 times 10% increase per every ten (10) years effective: back pay for January 2016 is \$82.50; January 2017 is \$82.50; 2018 to 2022 is \$90.75; 2023 to 2038 is combined with other old lot leases; and add due to old Lot 47 - 2012 lease, payment is \$150 times 10% increase per every two (2) years effective: Back Pay for January 2016 is \$150; January 2017 and 2018 is \$165; January 2019 and 2020 is \$181.50; January 2021 and 2022 is \$200; and

add due to old Lot 48 - 2012 lease, payment is \$250 times 10% increase per every two years effective: Back Pay for January 2016 is \$250; January 2017 and 2018 is \$275; January 2019 and 2020 is \$302.50; January 2021 and 2022 is \$332.75; and by January 2023 to 2038 is \$1200 combining all 3 old lots.

Back Pay for 2016 = \$82.50 + \$150 + \$250 = \$482.50
January 2017 = \$82.50 + \$165 + \$275 = \$522.50
January 2018 = \$90.75 + \$165 + \$275 = \$530.75
January 2019 = \$90.75 + \$181.50 + \$302.50 = \$574.75
January 2020 = \$90.75 + \$181.50 + \$302.50 = \$574.75
January 2021 = \$90.75 + \$200.00 + \$332.75 = \$623.50
January 2022 = \$90.75 + \$200.00 + \$332.75 = \$623.50
January 2023 to 2038 = \$1200.00

B. Prorated Rent: N/A

C. Place of Payment: Unless this Lease provides otherwise, Tenant will remit all amounts due to Landlord under this Lease to the following person or entity at the place stated and make all payments payable to the named person or entity. Landlord may later designate, in writing, another person or place to which Tenant must remit amounts due under this Lease.

Name: City of Brady, Texas
Address: Office of the City Secretary
City Hall
PO Box 351
201 East Main Street
Brady, Texas 76825

Notice: Place the Property address and Tenant's name on all payments.

D. Method of Payment:

- (1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this Lease.
- (2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
- (3) If Tenant fails to timely pay any amounts due under this Lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this Lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this Lease for Tenant's failure to make timely payments with good funds.

E. Rent Increases: There may be rent increases through the primary term of this Lease. City Council may increase the rent after providing at least 30 days written notice to Tenant.

6. LATE CHARGES:

A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by 5:00 p.m. on the first business day following January 1st of each year in which it is due, Tenant shall pay Landlord for each late payment:

- (1) an initial late charge equal to: \$ \$50.00; and
- (2) additional late charges of \$10.00 per day thereafter until rent and late charges are paid in full.

B. For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

7. RETURNED CHECKS: Tenant shall pay Landlord \$ \$25.00 for each check Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment. Tenant shall make any returned check good by paying such amount(s) plus any associated charges in certified funds.

8. APPLICATION OF FUNDS: Regardless of any notation on a check, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned check charges, repairs, brokerage fees, periodic utilities, and then to rent.

9. UTILITIES:

A. Tenant shall pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, water, garbage, telephone, alarm monitoring systems, cable, and Internet connections). Amounts under this paragraph are payable directly to the service providers.

B. Tenant shall, at a minimum, keep the following utilities on, if available, at all times this Lease is in effect: electricity; water; and garbage services.

Notice: Before signing this Lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's use.

10. USE AND OCCUPANCY:

A. Occupants: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this Lease are (include names of all occupants): Jeanette and Carl Tacker

B. Phone Numbers: Tenant shall promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) not later than 5 days after a change.

C. Prohibitions: Tenant may not permit any part of the Property to be used for:

- (1) any activity which is a nuisance, offensive, noisy, or dangerous;
- (2) the repair of any vehicle;
- (3) any business of any type, including but not limited to child care;
- (4) any activity which violates any zoning ordinance, or restrictive covenant;
- (5) any illegal or unlawful activity; or
- (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.

D. Guests: Tenant may not permit any guest to stay on the Property longer than 10 days without Landlord's written permission.

E. Vehicles: Tenant may not permit more than three vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, and boats, on the Property unless authorized by Landlord in writing. Tenant may not park any vehicles in the yard. Tenant may not store any vehicles on or adjacent to the Property or on the street in front of the Property. Landlord may have towed, at Tenant's expense, any improperly parked or inoperative vehicle on or adjacent to the Property in accordance with applicable state and local laws.

11. ACCESS BY LANDLORD:

A. Signs: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period.

B. Access: Before accessing the Property, Landlord, or anyone authorized by Landlord, shall attempt to first contact Tenant, but may enter the Property at reasonable times without notice to make repairs or to show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Property's condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; (5) take possession of surrendered Property; (6) take possession of abandoned Property; or (7) seize nonexempt property if Tenant is in default.

C. Trip Charges: If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are later denied or are not able to access the Property because of Tenant's failure to make the Property accessible, Landlord may charge Tenant a trip charge of \$25.00.

12. MOVE-IN CONDITION:

A. Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it AS-IS.

13. MOVE-OUT:

A. Move-Out Condition: When this Lease ends, Tenant shall surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant shall leave the Property in a clean condition free of all trash, debris, and any personal property. Tenant may not abandon the Property.

B. Definitions:

- (1) "*Normal wear and tear*" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- (2) "*Surrender*" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:
 - (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
 - (b) Tenant returns keys and access devices that Landlord provided to Tenant under this Lease.
- (3) "*Abandonment*" occurs when all of the following occur:
 - (a) all occupants have vacated the Property, in Landlord's reasonable judgment;
 - (b) Tenant is in breach of this Lease by not timely paying rent; and
 - (c) Landlord has delivered written notice to Tenant, by affixing it to the main entry door stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.

C. Property Left After Move-Out:

- (1) If Tenant leaves any property in the Property after surrendering or abandoning the Property Landlord may:
 - (a) dispose of such property in the trash *or* a landfill;
 - (b) give such personal property to a charitable organization; *or*
 - (c) store and sell such personal property by following procedures in §54.045(b)-(e) of the Texas Property Code.
- (2) Tenant shall reimburse Landlord all Landlord's reasonable costs for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

14. PROPERTY MAINTENANCE:

A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:

- (1) keep the Property clean and sanitary;
- (2) promptly dispose of all garbage in appropriate receptacles;

- (3) take action to promptly eliminate any dangerous condition on the Property;
- (4) promptly notify Landlord, in writing, of all major issues related to the Property.

B. Yard Maintenance:

- (1) "*Yard*" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.
- (2) "*Maintain the yard*" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests in the yard; and (c) removing debris from the yard.
- (3) Tenant will water the yard at reasonable and appropriate times as outlined by City of Brady Water Conservation Standards. Other than watering, the yard will be maintained as follows:
 - (a) Tenant, at Tenant's expense, shall maintain the yard.

C. Prohibitions: If Tenant installs any unauthorized fixtures on the Property, such fixtures shall become the property of the Landlord. Except as otherwise permitted by law, this Lease, or in writing by Landlord, Tenant may not:

- (1) Dig any holes in the Property;
- (2) keep or permit any hazardous material on the Property such as flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased;
- (3) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property; and
- (4) cause or allow any lien to be filed against any portion of the Property.

D. Failure to Maintain: If Tenant fails to comply with this Paragraph, Landlord may, in addition to exercising Landlord's remedies under Paragraph 20, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs.

15. REPAIRS:

A. Repair Requests: All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair.

B. Completion of Repairs:

- (1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.

(2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

C. Payment of Repair Costs: Tenant will pay Landlord or any contractor Landlord directs Tenant to pay, the first \$500.00 cost to repair each condition in need of repair, and Landlord will pay the remainder, except for the following conditions which will be paid as follows.

(1) Repairs that Landlord will Pay Entirely: Landlord will pay the entire cost to repair:

- (a) a condition caused by the Landlord or the negligence of the Landlord;
- (b) a condition that adversely affects the health or safety of an ordinary tenant which is not caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant; and

(2) Repairs that Tenant will Pay Entirely: Tenant will pay Landlord or any contractor Landlord directs Tenant to pay the entire cost to repair:

- (a) a condition caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant (a failure to timely report an item in need of repair or the failure to properly maintain an item may cause damage for which Tenant may be responsible);

D. Trip Charges: If Landlord or a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay any trip charges incurred.

E. Advance Payments and Reimbursements: Landlord may require advance payment of repairs or payments under this Paragraph for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph for which Tenant is responsible.

16. LIABILITY: Unless solely caused by Landlord, Landlord is not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Tenant shall promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by Tenant, Tenant's guests, any occupants, or any pets.

17. HOLDOVER: If Tenant fails to vacate the Property at the time this Lease ends, Tenant shall pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the annual rent, calculated on a monthly basis, and shall be immediately due and payable daily without notice or demand.

18. LANDLORD'S LIEN: Landlord shall have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with Texas law.

19. SEPTIC SYSTEM: The Property is served by a septic system. Tenant is solely responsible for the maintenance, repairs, operation, and replacement of the septic system.

20. DEFAULT:

A. If Landlord fails to comply with this Lease, Tenant may seek any relief provided by law.

B. If Tenant fails to timely pay all amounts due under this Lease or otherwise fails to comply with this Lease, Tenant shall be in default and:

- (1) Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate;
- (2) all unpaid rents which are payable during the remainder of this Lease or any renewal period will be accelerated without notice or demand;
- (3) Landlord may exercise Landlord's lien under Paragraph 18 and any other rights under this Lease or the Property Code; and
- (4) Tenant will be liable for:

- (a) any lost rent;
- (b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
- (c) repairs to the Property for use beyond normal wear and tear;
- (d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, and prejudgment interest;
- (e) all Landlord's costs associated with collection of amounts due under this Lease, including but not limited to collection fees, late charges, and returned check charges; and
- (f) any other recovery to which Landlord may be entitled by law.

C. Notice to vacate under this Paragraph shall be by written notice delivered to Tenant in accordance with Paragraph 25.

D. Landlord shall attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.

21. EARLY TERMINATION: This Lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) terminated earlier by agreement of Landlord and Tenant.

A. Military: If Tenant is or becomes a member of the United States armed forces on active duty and receives permanent change of station (PCS) orders and Tenant is not in default of this Lease, Tenant may terminate this Lease by giving Landlord: (i) a certified copy of the orders; and (ii) written notice of termination of not less than 30 days. This paragraph does not apply to orders: (i) authorizing base housing or post housing; (ii) for deployment; or (iii) changing permanent stations which are located in the same county.

B. Assignment and Subletting:

- (1) Tenant may not assign this Lease or sublet the Property without Landlord's prior written consent.
- (2) If Tenant requests an early termination of this Lease under this Paragraph, Tenant may attempt to find a replacement tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.
- (3) Any assignee, subtenant, or replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this Lease or otherwise acceptable to Landlord; (b) a sublease with terms approved by Landlord; or (c) an assignment of this Lease in a form approved by Landlord.
- (4) At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the Property, Tenant shall pay landlord:
 - (a) If Tenant procures the assignee, subtenant, or replacement tenant:
 - (i) \$50.00
 - (b) If Landlord procures the assignee, subtenant, or replacement tenant:
 - (i) \$100.00
- (5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this Lease because of an assignment or sublease. An assignment of this Lease or a sublease of this Lease without City Council approval is void.

22. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this Lease is entitled to recover prejudgment interest, attorney's fees, costs of service, and all other costs of the legal proceeding from the non-prevailing party.

23. REPRESENTATIONS: Tenant's statements in this Lease and any application for rental are material representations. Each party to this Lease represents that he or she is of legal age to enter into a contract. If Tenant makes a misrepresentation in this Lease or in an application for rental, Tenant is in default.

24. ADDENDA: Incorporated into this Lease are the addenda, exhibits and other information referred to herein. If Landlord's Rules and Regulations are made part of this Lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

25. NOTICES: All notices under this Lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Tenant at the Property and a copy to:

City of Brady, Texas c/o:

City Secretary
City Hall, PO Box 35
201 East Main Street
Brady, Texas 76825
Phone: 325-597-2152
Fax: 325-597-2068

26. AGREEMENT OF PARTIES:

- B. Binding Effect: This Lease is binding upon and inures to the benefit of the parties to this Lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this Lease, its extension, its renewal, or its termination is binding on all Tenants executing this Lease.
- D. Waiver: Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this Lease.
- E. Severable Clauses: Should a court find any clause in this Lease unenforceable, the remainder of this Lease will not be affected and all other provisions in this Lease will remain enforceable.
- F. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this Lease.

7. INFORMATION:

- A. Future inquiries about this Lease and rental payments should be directed to the person listed for receipt of notices for Landlord under Paragraph 25.
- B. It is Tenant's responsibility to determine, before signing this Lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.

27. INFORMATION:

- E. Severable Causes: Should a court find any cause in this Lease unenforceable, the remainder of this Lease will not be affected and all other provisions in this Lease will remain enforceable.
- F. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this Lease.
- 7. INFORMATION:**
 - A. Future inquiries about this Lease and rental payments should be directed to the person listed for receipt of notices for Landlord under Paragraph 25.
 - B. It is Tenant's responsibility to determine, before signing this Lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.

C. Unpaid rent and any unpaid amount under this Lease are reportable to credit reporting agencies.

D. If all occupants over 18 years of age die during this Lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; and (ii) permit the named person to remove Tenant's personal property, to the named person below.

Name: _____

Address: _____

E-mail: _____

Phone: _____

E. Landlord's insurance does not cover Tenant from loss of personal property. Landlord recommends that Tenant obtain insurance for casualties such as fire, flood, water damage, and theft.

City Manager
on behalf of the City of Brady, Texas

Carl Tacker, Tenant
Date

Jeanette Tacker, Tenant
Date

Approved by City Council
Resolution _____

GROUND LEASE AGREEMENT – DRAFT 12-20-16

STATE OF TEXAS §
§
COUNTY OF MCCULLOCH §
§

1. PARTIES: The parties to this Lease are:
the owner of the Property, the City of Brady, Texas (hereinafter Landlord) and Tenant(s):
Michael Tacker

2. PROPERTY: Landlord leases to Tenant the following real property:

Address: 120 Lohn Street, Brady, Texas

described as Lot No. 16R in Block No. 1 in the Davee Addition (old lots 44 and 45), Brady, McCulloch County, Texas. The real property is collectively called the "Property."

3. TERM:

A. Primary Term: The primary term of this Lease is Three (3) years, which begins and ends as follows (due to prior 10 year lease approved 7-1-2010):

Commencement Date: January 1, 2017 Expiration Date: December 31, 2020

4. RENEWAL:

A. This Lease renews only with permission of the City of Brady City Council as required by the City Charter. If Tenant seeks to renew this Lease, Tenant shall provide Landlord 60 days' written notice in order to allow City Council sufficient time to consider renewal of the Lease.

5. RENT:

A. Annual Rent: Tenant shall pay Landlord annual rent in the amount of \$1,200 on January 1st for each full year during this Lease. But due to 2010 lease, payment is \$200 times 10% increase per every two (2) years effective: back pay for January 2016 is \$200; January 2017 is \$220; 2018 is \$220; 2019 is \$220; 2020 is \$242.

B. Prorated Rent: N/A

C. Place of Payment: Unless this Lease provides otherwise, Tenant will remit all amounts due to Landlord under this Lease to the following person or entity at the place stated and make all payments payable to the named person or entity. Landlord may later designate,

in writing, another person or place to which Tenant must remit amounts due under this Lease.

Name: City of Brady, Texas
Address: Office of the City Secretary
City Hall
PO Box 351
201 East Main Street
Brady, Texas 76825

Notice: Place the Property address and Tenant's name on all payments.

D. Method of Payment:

- (1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this Lease.
- (2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
- (3) If Tenant fails to timely pay any amounts due under this Lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this Lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this Lease for Tenant's failure to make timely payments with good funds.

E. Rent Increases: There may be rent increases through the primary term of this Lease. City Council may increase the rent after providing at least 30 days written notice to Tenant.

6. LATE CHARGES:

A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by 5:00 p.m. on the first business day following January 1st of each year in which it is due, Tenant shall pay Landlord for each late payment:

- (1) an initial late charge equal to: \$ \$50.00; and
- (2) additional late charges of \$10.00 per day thereafter until rent and late charges are paid in full.

B. For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

7. RETURNED CHECKS: Tenant shall pay Landlord \$25.00 for each check Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any

reason, plus any late charges until Landlord receives payment. Tenant shall make any returned check good by paying such amount(s) plus any associated charges in certified funds.

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Notice: Before signing this Lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's use.

10. USE AND OCCUPANCY:

A. Occupants: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this Lease are (include names of all occupants): Michael Tucker

B. Phone Numbers: Tenant shall promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) not later than 5 days after a change.

C. Prohibitions: Tenant may not permit any part of the Property to be used for:

- (1) any activity which is a nuisance, offensive, noisy, or dangerous;
- (2) the repair of any vehicle;
- (3) any business of any type, including but not limited to child care;
- (4) any activity which violates any zoning ordinance, or restrictive covenant;
- (5) any illegal or unlawful activity; or
- (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.

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Property unless authorized by Landlord in writing. Tenant may not park any vehicles in the yard. Tenant may not store any vehicles on or adjacent to the Property or on the street in front of the Property. Landlord may have towed, at Tenant's expense, any improperly parked or inoperative vehicle on or adjacent to the Property in accordance with applicable state and local laws.

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A. Signs: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period.

B. Access: Before accessing the Property, Landlord, or anyone authorized by Landlord, shall attempt to first contact Tenant, but may enter the Property at reasonable times without notice to make repairs or to show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Property's condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; (5) take possession of surrendered Property; (6) take possession of abandoned Property; or (7) seize nonexempt property if Tenant is in default.

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B. Definitions:

- (1) "*Normal wear and tear*" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- (2) "*Surrender*" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:

- (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
- (b) Tenant returns keys and access devices that Landlord provided to Tenant under this Lease;
- (3) "*Abandonment*" occurs when all of the following occur:
 - (a) all occupants have vacated the Property, in Landlord's reasonable judgment;
 - (b) Tenant is in breach of this Lease by not timely paying rent; and
 - (c) Landlord has delivered written notice to Tenant, by affixing it to the main entry door stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.

C. Property Left After Move-Out:

- (1) If Tenant leaves any property in the Property after surrendering or abandoning the Property Landlord may:
 - (a) dispose of such property in the trash *or* a landfill;
 - (b) give such personal property to a charitable organization; *or*
 - (c) store and sell such personal property by following procedures in §54.045(b)-(e) of the Texas Property Code.
- (2) Tenant shall reimburse Landlord all Landlord's reasonable costs for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

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- (2) promptly dispose of all garbage in appropriate receptacles;
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- (1) "*Yard*" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.

(2) "*Maintain the yard*" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests in the yard; and (c) removing debris from the yard.

(3) Tenant will water the yard at reasonable and appropriate times as outlined by City of Brady Water Conservation Standards. Other than watering, the yard will be maintained as follows:

(a) Tenant, at Tenant's expense, shall maintain the yard.

C. Prohibitions: If Tenant installs any unauthorized fixtures on the Property, such fixtures shall become the property of the Landlord. Except as otherwise permitted by law, this Lease, or in writing by Landlord, Tenant may not:

- (1) Dig any holes in the Property;
- (2) keep or permit any hazardous material on the Property such as flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased;
- (3) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property; and
- (4) cause or allow any lien to be filed against any portion of the Property.

D. Failure to Maintain: If Tenant fails to comply with this Paragraph, Landlord may, in addition to exercising Landlord's remedies under Paragraph 20, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs.

15. REPAIRS:

A. Repair Requests: All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair.

B. Completion of Repairs:

- (1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.
- (2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

C. Payment of Repair Costs: Tenant will pay Landlord or any contractor Landlord directs Tenant to pay, the first \$500.00 cost to repair each condition in need of repair, and Landlord will pay the remainder, except for the following conditions which will be paid as follows.

(1) Repairs that Landlord will Pay Entirely: Landlord will pay the entire cost to repair:

- (a) a condition caused by the Landlord or the negligence of the Landlord;
- (b) a condition that adversely affects the health or safety of an ordinary tenant which is not caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant; and

(2) Repairs that Tenant will Pay Entirely: Tenant will pay Landlord or any contractor Landlord directs Tenant to pay the entire cost to repair:

- (a) a condition caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant (a failure to timely report an item in need of repair or the failure to properly maintain an item may cause damage for which Tenant may be responsible);

D. Trip Charges: If Landlord or a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay any trip charges incurred.

E. Advance Payments and Reimbursements: Landlord may require advance payment of repairs or payments under this Paragraph for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph for which Tenant is responsible.

16. LIABILITY: Unless solely caused by Landlord, Landlord is not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Tenant shall promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by Tenant, Tenant's guests, any occupants, or any pets.

17. HOLDOVER: If Tenant fails to vacate the Property at the time this Lease ends, Tenant shall pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the annual rent, calculated on a monthly basis, and shall be immediately due and payable daily without notice or demand.

18. LANDLORD'S LIEN: Landlord shall have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with Texas law.

19. SEPTIC SYSTEM: The Property is served by a septic system. Tenant is solely responsible for the maintenance, repairs, operation, and replacement of the septic system.

20. DEFAULT:

- A. If Landlord fails to comply with this Lease, Tenant may seek any relief provided by law.
- B. If Tenant fails to timely pay all amounts due under this Lease or otherwise fails to comply with this Lease, Tenant shall be in default and:
 - (1) Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate;
 - (2) all unpaid rents which are payable during the remainder of this Lease or any renewal period will be accelerated without notice or demand;
 - (3) Landlord may exercise Landlord's lien under Paragraph 18 and any other rights under this Lease or the Property Code; and
 - (4) Tenant will be liable for:
 - (a) any lost rent;
 - (b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
 - (c) repairs to the Property for use beyond normal wear and tear;
 - (d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, and prejudgment interest;
 - (e) all Landlord's costs associated with collection of amounts due under this Lease, including but not limited to collection fees, late charges, and returned check charges; and
 - (f) any other recovery to which Landlord may be entitled by law.
 - C. Notice to vacate under this Paragraph shall be by written notice delivered to Tenant in accordance with Paragraph 25.
 - D. Landlord shall attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.

21. EARLY TERMINATION: This Lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) terminated earlier by agreement of Landlord and Tenant.

- A. Military: If Tenant is or becomes a member of the United States armed forces on active duty and receives permanent change of station (PCS) orders and Tenant is not in default of this Lease, Tenant may terminate this Lease by giving Landlord: (i) a certified copy of the orders; and (ii) written notice of termination of not less than 30 days. This paragraph

does not apply to orders: (i) authorizing base housing or post housing; (ii) for deployment; or (iii) changing permanent stations which are located in the same county.

B. Assignment and Subletting:

- (1) Tenant may not assign this Lease or sublet the Property without Landlord's prior written consent.
- (2) If Tenant requests an early termination of this Lease under this Paragraph, Tenant may attempt to find a replacement tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.
- (3) Any assignee, subtenant, or replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this Lease or otherwise acceptable to Landlord; (b) a sublease with terms approved by Landlord; or (c) an assignment of this Lease in a form approved by Landlord.
- (4) At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the Property, Tenant shall pay landlord:
 - (a) If Tenant procures the assignee, subtenant, or replacement tenant:
 - (i) \$50.00
 - (b) If Landlord procures the assignee, subtenant, or replacement tenant:
 - (i) \$100.00
- (5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this Lease because of an assignment or sublease. An assignment of this Lease or a sublease of this Lease without City Council approval is void.

22. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this Lease is entitled to recover prejudgment interest, attorney's fees, costs of service, and all other costs of the legal proceeding from the non-prevailing party.

23. REPRESENTATIONS: Tenant's statements in this Lease and any application for rental are material representations. Each party to this Lease represents that he or she is of legal age to enter into a contract. If Tenant makes a misrepresentation in this Lease or in an application for rental, Tenant is in default.

24. ADDENDA: Incorporated into this Lease are the addenda, exhibits and other information referred to herein. If Landlord's Rules and Regulations are made part of this Lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

25. NOTICES: All notices under this Lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Tenant at the Property and a copy to: City of Brady, Texas c/o:

City Secretary
City Hall, PO E

City Secretary
City Hall, PO Box 355
201 East Main Street
Brady, Texas 76825
Phone: 325-597-2152
Fax: 325-507-2060

26. AGREEMENT OF PARTIES:

- A. Entire Agreement: There are no oral agreements between Landlord and Tenant. This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This Lease is binding upon and inures to the benefit of the parties to this Lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this Lease, its extension, its renewal, or its termination is binding on all Tenants executing this Lease.
- D. Waiver: Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this Lease.
- E. Severable Clauses: Should a court find any clause in this Lease unenforceable, the remainder of this Lease will not be affected and all other provisions in this Lease will remain enforceable.
- F. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this Lease.

INFORMATION:

- A. Future inquiries about this Lease and rental payments should be directed to the person listed for receipt of notices for Landlord under Paragraph 25.
- B. It is Tenant's responsibility to determine, before signing this Lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.

27. INFORMATION:

- A. Future inquiries about this Lease and rental payments should be directed to the person listed for receipt of notices for Landlord under Paragraph 25.
- B. It is Tenant's responsibility to determine, before signing this Lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.
- C. Unpaid rent and any unpaid amount under this Lease are reportable to credit reporting agencies.

D. If all occupants over 18 years of age die during this Lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; and (ii) permit the named person to remove Tenant's personal property, to the named person below.

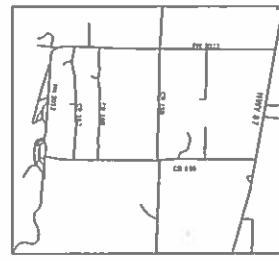
Name: _____ Phone: _____
Address: _____
E-mail: _____

E. Landlord's insurance does not cover Tenant from loss of personal property. Landlord recommends that Tenant obtain insurance for casualties such as fire, flood, water damage, and theft.

City Manager _____ Date _____
on behalf of the City of Brady, Texas
Approved by City Council
Resolution _____



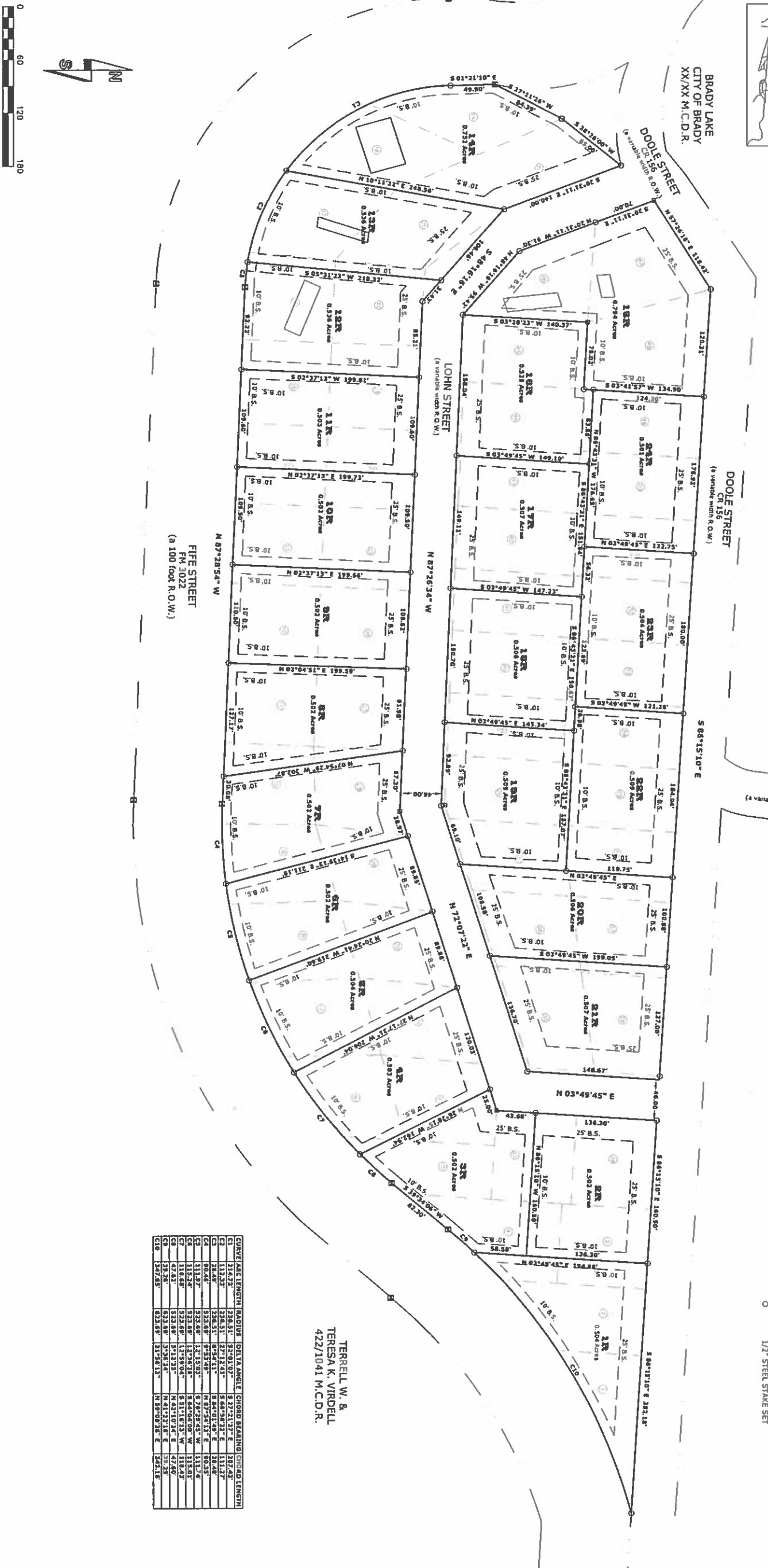
VICINITY MAP



TERRELL W. &
TERESA K. VIRDELL
422/1041 M.C.D.R.

LEGEND

■ 3/4" PIPE FOUND
○ 1/2" STEEL STAKE SET



THIS DOCUMENT IS FOR REVIEW PURPOSES AND SHALL NOT BE USED,

RELIED UPON, OR RECORDED AS A FINAL SURVEY DOCUMENT.

PRELIMINARY

LOTS 1R-24R

A PRELIMINARY REPLAT OF

LOTS 1-58

DAVEE ADDITION

MC CULLOCH COUNTY, TX

Owner
City of Brady
County
Land Team
2000-2001
2007-2008
2009-2010
2011-2012
2013-2014
2015-2016
2017-2018
2019-2020
2021-2022
2023-2024
2025-2026
2027-2028
2029-2030
2031-2032
2033-2034
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THIS DOCUMENT IS FOR REVIEW PURPOSES AND SHALL NOT BE USED,

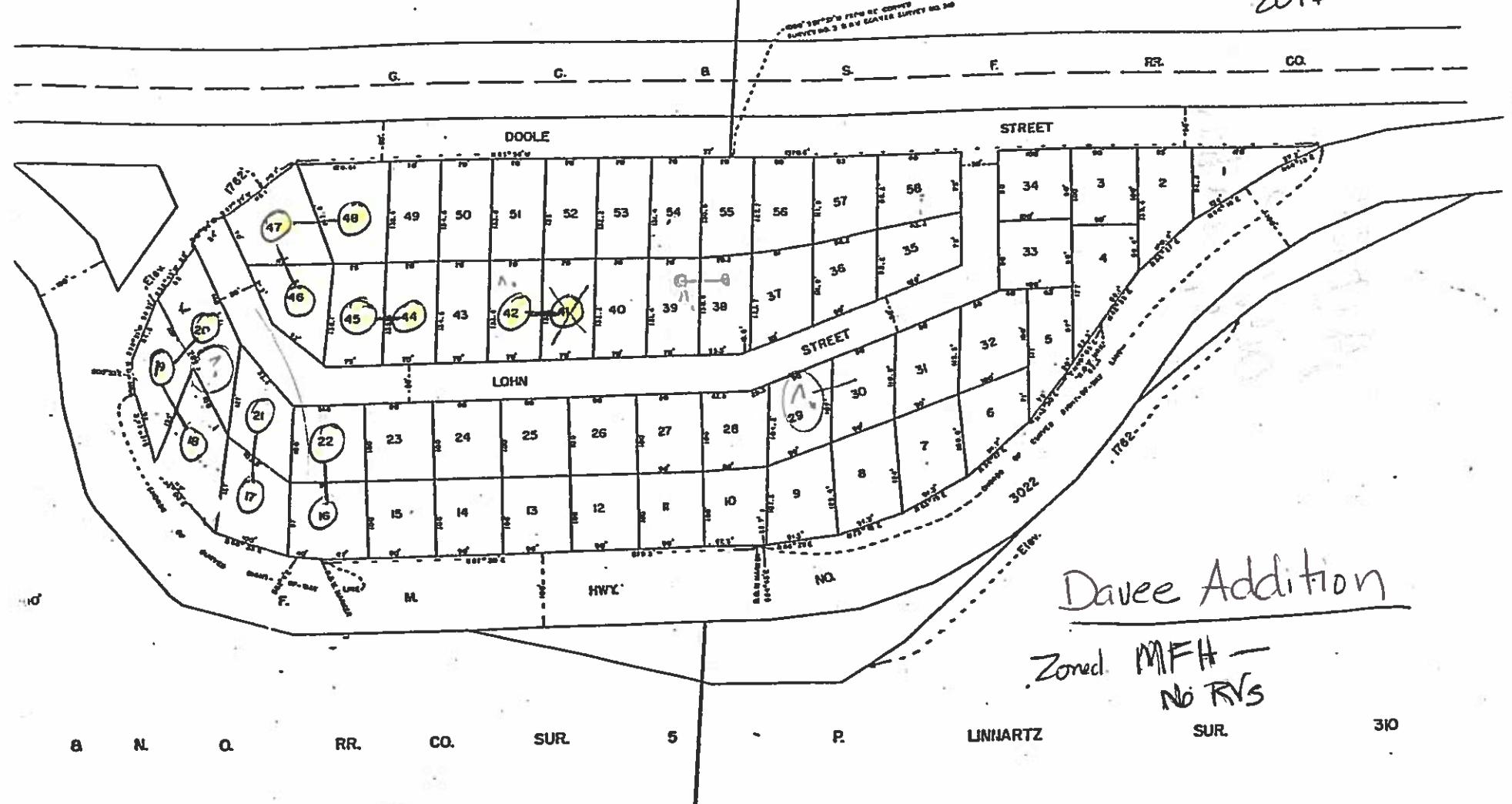
RELIED UPON, OR RECORDED AS A FINAL SURVEY DOCUMENT.

PRELIMINARY

• Current plat
58 Lots
2016

5 | 310

1950-51's first air survey
1950-51's 2nd air survey 100-200

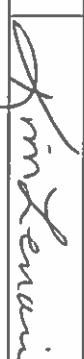


5 Acres of land of which 6.57 acres
out of P. Linnartz Survey 340, Abstract
1948, and 9.08 acres are out of T. & N.
RR. Co. Survey 5, Abstract No. 1375,
Cullock County, Texas.

L A K E

PLAT SHOWING
DAVEE ADDITION TO BRADY LAKE

**City Council
City of Brady, Texas
Agenda Action Form**

AGENDA DATE:	01/03/2016	AGENDA ITEM	7.D
AGENDA SUBJECT:	Discussion regarding City Council Work Session Agenda for January 17, 2017, 4:00pm		
PREPARED BY:	Kim Lenoir	Date Submitted:	12/29/2016
EXHIBITS:			
BUDGETARY IMPACT:			
Required Expenditure:	\$00.00		
Amount Budgeted:	\$00.00		
Appropriation Required:	\$00.00		
CITY MANAGER APPROVAL:			

SUMMARY:

Staff is prepared to discuss on-going code compliance issues in the community, demolition orders, the draft ZBA / substandard building ordinance, illegal dumping, options to encourage redevelopment of residential infill lots, and will give a report on Solid Waste revenue/expense and use of the 3 month free dump pass and expense.

Staff is requesting that City Council members either confirm, add, or delete discussion items that you want at this next work session on January 17.

RECOMMENDED ACTION:

Discussion Only

September 2016

Project Status Report, Clean Water State Revolving Fund (CWSRF) Project #73638: WWTP Replacement Project

Project Description -

The City of Brady is a loan recipient from TWDB under the CWSRF program. The WWTP is at a critical stage in regard to its viability as it has reached the end of its useful life. The engineering firm of **Freese and Nichols, Inc. (FNI)** has been engaged to provide professional engineering services for producing a proper design for the replacement of the WWTP that will meet the rules and requirements of two (2) State Agencies: TWDB and TCEQ.

Budget Information -

TWDB Funds -

Fund	Amount or Award	FY2013 - Expenditures	FY2014 - Expenditures	FY2015 - Expenditures	FY2016 - Expenditures	FY2017 - Expenditures
#73638 CW - LF	\$1,441,990.00	(\$331,250.00)	(\$24,812.00)	(\$320,115.96)	(\$72,146.89)	(\$7,859.07)
#73638 CW - CO 2012	\$1,210,000.00	(\$53,125.44)	\$0.00	\$0.00	\$0.00	

Contract Assignments -Engineer: **Freese and Nichols, Inc., Austin, Texas**

<u>Phase I Engineering Services</u>		<u>Phase II Engineering Services</u>
Original Contract Commitment	=	\$ 381,410.50
Contract Amendment 12-10-2015	=	(\$ 41,438.00)
Current Contract Commitment	=	\$ 339,972.50
Final Contract Amount	=	\$ 319,825.17

Current Status -

The initial engineering services (Phase I) for producing an Engineering Feasibility Report including an Interim Solids Handling facility has been completed and a final report delivered. Intended construction of the sludge handling was postponed due to an unexpected failure of a structural support wall at the WWTP. This incident caused a decision to begin immediately the negotiations for final engineering services to produce proper plans & specifications for the replacement of the WWTP.

City staff presented at a July 2016 council meeting the recommended engineering scope of work & fee for Phase II services. Whereas the engineering contract for Phase II was awarded under a productive discussion on the estimated cost of the full replacement of the WWTP to its current permitted size of 1.103MGD the probable costs as presented were concluded to be unsustainable. An outcome was a recognition of a TWDB opportunity for loan forgiveness under the Clean Water State Revolving Fund (CWSRF) was highly unlikely. The solution was the assignment of a "sensitivity analysis" as originated by FNI and approved by the City. The sensitivity analysis compiled multi-year data on wwtp flows, which realized a much smaller size wwtp could be achieved while maintaining confidence in growth and longevity of the wwtp and meet a budget cap of approximately \$7M. The sensitivity analysis established a design size of 0.6MGD with an associated permit limit of 0.99MGD both of which meet TCEQ requirements and reduced O&M.

As part of the Phase II engineering services a technical workshop was held on December 19th to discuss major components of the proposed replacement of the WWTP. Based on process equipment vendor information and engineering technical guidance key decisions were delivered for 30% design level documents. They include: headworks screening, vortex grit removal, continuous flow through activated sludge process and ultra-violet disinfection. Each of these major decisions will be properly vetted to produce preliminary layout of replacement WWTP and preliminary budget estimates.

Timeline of Major Events -

	Phase I – Preliminary Engineering	Phase II – 30% Level Engineering & Permitting
Contract Awarded -	\$381,410.50	\$758,385.00
N.T.P. -	March 09, 2015	October 20, 2016
Completion required / actual -	December 31, 2015 / November 30, 2015	Permit – April 20, 2017 30% Design – June 20, 2017 Environmental – October 20, 2017
Major Product -	E.F.R., Interim Solids Handling Design, T.M. Sewer System Improvements	Permitting, Environmental Information Document (E.I.D.) and 30% Level Design

January 2017

Project Status Report: WWTP Carrousel Emergency Replacement Project

Project Description -

The carrousel structure that operates the aeration basin has had two (2) serious failures over the course of the last calendar year. The most serious failure occurred near the end of 2015 with the collapse of an upper wall section supporting the bridge structure spanning the aeration basin. The other failure was about spring 2015 on the bracing struts for the west motor cage. A temporary fix for both failures was achieved through the services of a local welding business. Given the seriousness of each failure and especially the collapse of the wall supporting the bridge structure city staff declared the situation an emergency condition.

This status permitted the city to proceed in an expedited manner for engineering services, bidding and award. Due to the convenience of having the engineering firm of Freese and Nichols, Inc. "on hand" the city elected to engage their services directly to identify a replacement solution of the carrousel bridge structures. A preliminary budget was established by city staff and the city's finance director through appropriate financial analysis & management established an initial budget of **\$521,000.00**. City staff worked with Freese and Nichols, Inc. and derived a design & construction services fee of **\$49,465.00**. Subsequently, a direct solicitation to five (5) preferred general contractors for bidding purposes was initiated. Two (2) bids were received on January 28, 2016 and the low bidder of Archer Western Construction, LLC submitted a price of **\$412,100.00**.

Budget Information -

Sewer Fund: Budget line item: 20-5-23-551.00, Emergency Repairs = \$521,000.00 (FY2016 Budget Amendment)

Contract Assignments -

Engineer: Freese and Nichols, Inc., Austin, Texas
Contract Commitment = **\$49,465.00**
City Council Award Date – December 15, 2015

General Contractor: Archer Western Construction, LLC.
Contract Commitment = **\$412,100.00**
City Council Award Date – February 16, 2016
City Purchase Order No. #14-01816

Budget Activity Acct No. 20-5-23-551.00

Activity	Amount or Award	FY2016	FY2017	Balance
Engineer	\$ 49,465.00	(\$44,289.85)	(\$3,175.15)	\$ 2,000.00
Contractor	\$412,100.00		(\$285,320.15)	\$126,779.85
Change Order No. 2	\$ 36,046.76			
Chg. Odr. No. 2 Credit	(\$ 8,218.18)			
Contractor Total	\$439,928.58			
Account Balance				\$ 39,325.00
			Forecast Net Balance	\$ 11,496.42

Current Status -

Changer Order No. 1: Time extensions for bridge structure material submittal review and delivery delay.

Change Order No. 2: This change order is an outcome an incident that occurred during start-up of the north paddle-blades activated after installation. The north center divider wall began "shaking" back & forth after the start-up of the new paddle-blades. Due to this incident the new paddle-blades had to be shut-down and steps taking to find a solution. The outcome was to salvage an existing beam from the old bridge structure and span it from outside wall to center wall welded to installed support plates. In addition to this problem it was discovered during the installation of new power conductors the existing emergency generator was incapable of running the south motor on the carrousel unit. A transfer switch was "missing" or essentially never installed with the "new" emergency generator. Due to the fact that the contractor's electrical crew was task with installing new conductors to the existing motors it was elected to install the proper switch to allow either carrousel motor to run during an emergency or power outage. Total Change Order Cost = \$36,046.76; and a credit of \$8,218.18 for no stabilization beam for south wall if new paddle-blades start-up do not "shake" wall.

As of December 14th - Archer Western Construction, LLC. has both bridge structures in place (see images below). The north & south bridge structures are in place and available for operation. South wall showed no shaking or vibration from start-up of new paddle-blade operation. Final checkout is expected before the Christmas holidays.

Timeline -**Calendar Year 2016 -**

WWTP Carrousel Replacement Status:

NTP issued March 18, 2016

Chg. Odr #1: Time Extension Request Dated 9/27/2016 - add 45 calendar days**Chr. Odr #2: Time Extension Request Dated 11/03/2016 - add 21 calendar days**

<u>As of Dec. 14, 2016 -</u>	<u>Actual</u>	<u>Original</u>
Calendar Days Used:	271 (Dec. 14, 2016)	
Calendar Days Remaining:	0	
Delivery of Equipment:	October 03, 2016	August 08, 2016
Final Completion:	269 days (Dec. 12, 2016)	203 days (October 7, 2016)





January 2017**Project Status Report, Drinking Water State Revolving Fund (DWSRF) Project #62545: Radium Reduction Project – Drinking Water****Project Description -**

The City of Brady is a loan recipient from TWDB under the DWSRF and the Economically Distressed Areas Program (EDAP) programs. The city's groundwater supply has been deemed non-compliant due to radionuclides as promulgated by the Safe Drinking Water Act and administered by the USEPA. The engineering firm of Enprotec / Hibbs & Todd of Abilene has been engaged to provide professional engineering services for producing a technical solution to bring the city's groundwater supply into compliance.

Contract Assignments –

Engineer: Enprotec / Hibbs & Todd (eHT), Abilene, Texas
Original Contract Commitment: \$ 612,000.00 (Planning Phase)
Engineering Services Amendment: \$1,623,000.00 (Design Phase)

Budget Information -**TWDB Funds -**

Fund	Amount or Award	FY2014 - Expenditures	FY2015 - Expenditures	FY2016 - Expenditures
#10447 – EDAP 2015 (Grant)	\$1,804,000.00		(\$129,636.61)	(\$938,380.00)
#62545 – Loan Forgiveness	\$350,000.00	(\$196,246.00)	(\$153,754.00)	
#62545 – CO 2013	\$350,000.00	(\$51,562.41)	(\$292,237.59)	(\$6,200.00)

Current Status -

e-HT has begun the design work orders for the final plans & specifications describing the engineering solution to reducing radionuclides in the city's drinking water supply. As of December 2016 design development is at 75% complete or better.

In October (2016) city staff and eHT met with US-EPA Enforcement Division at their Dallas office to discuss the current project design status and probable completion times including construction. Overall, the meeting with EPA officials was productive and meaningful exchanges accomplished. A summary of meeting notes is provided as extracted from eHT project memorandum as follows:



Topic: Project Update and Request for Amendment of Compliance Schedule

Date: October 12, 2016 **Location:** USEPA Region 6 Dallas **Client:** City of Brady

Project: Brady Radium Reduction Project; PWD ID#TX1540001; SDWA-06-2012-1238

Attendees:

Mehdi Taheri, USEPA; Willie Lane, USEPA; Jesse Milonovich, TWDB (by conference phone); Steven Miller, City of Brady; Gary Jacobson, City of Brady; Joshua Berryhill, eHT; Keith Kindle, eHT.

Notes:

Mr. Taheri opened the meeting and verified that Mr. Milonovich was on the conference line. Each of the attendees introduced themselves and Mr. Taheri turned the meeting over to Mr. Miller.

Mr. Miller thanked the USEPA for the opportunity to discuss the status of the project and noted that the City had obtained design funds from the Texas Water Development

Board's (TWDB) Economically Distressed Areas Program (EDAP) and that eHT had made significant progress towards completion of design for the various project elements. Mr. Miller noted that the City intends to use EDAP funding for construction and asked Mr. Kindle to give an update on the timeline for funding.

Mr. Kindle noted that the City was able to obtain a 100% grant to fund project design (and as such the City and eHT have proceeded at full pace through the design phase with the goal of submitting construction documents to TCEQ for regulatory review in early spring 2017, ahead of construction funding availability) but the TWDB currently has a moratorium on EDAP funds for construction because the final \$50 million in EDAP funds will need Legislative approval for release. Mr. Kindle noted that the TWDB has requested the release of the \$50 million in EDAP funding in their legislative appropriations request for this upcoming session. He stated that if approved by the legislature, the EDAP funds would not be available until September 2017 at earliest since this starts the new fiscal year for the State. Mr. Kindle also noted that for the past three legislative sessions, the legislature has approved the issuance of \$50 million in EDAP funding every time as part of the \$250 million in EDAP funding approved by the voters in 2007.

Mr. Kindle described the following timeline for the availability of funds for construction.

- 2017 Legislative Session January - May 2017 for approval of the issuance of the \$50 million to the EDAP of the TWDB.
- State of Texas issues bonds in September 2017 for the \$50 million.
- Brady closes on TWDB EDAP Funding in December 2017.
- Construction start in January 2018.
- Completion of construction in September 2019.

Mr. Kindle noted the City was also eligible for funding from the TWDB Drinking Water State Revolving Fund (DWSRF) for construction funding at 50% grant; however, he noted that preliminary calculations indicated that the City could receive 85% grant funding under the EDAP. Mr. Kindle stressed how critical the higher grant funding was to a small, rural community such as the City of Brady. He noted that the proposed Radium Reduction System project costs are approximately \$20 million and that the City may be eligible for 85% grant resulting in a \$3 million loan commitment under the EDAP. This was significant in that the City would incur a \$10 million loan under the DWSRF program - a savings of \$7 million! Mr. Miller noted that the City will also be incurring a large debt service to bring the City of Brady wastewater treatment plant into compliance and that the debt savings under the EDAP are crucial to having adequate debt service for the wastewater treatment project.

Mr. Lane asked if there was any way to start construction faster but after several minutes of discussion, it was agreed that the project timeline is essentially tied to the legislature and EDAP funding. Mr. Taheri commented to Mr. Milonovich (on conference telephone) about finding opportunities to speed up the funding process if possible. Mr. Milonovich reiterated that Mr. Kindle's comments about the TWDB funding timeline.

Mr. Berryhill provided an update of the design status and described the various construction contracts that are being proposed. He noted that proposed construction contracts were divided by specialty to encourage more efficient competition by bidders. For example, the radionuclide treatment improvements are a separate construction contract from the water line construction contract due to inherent differences in construction techniques and experience required. The construction contracts include the following listed below.

- Contract A - Elevated Storage Improvements
- Contract B - Water Transmission and Distribution Improvements
- Contract C - Treatment System Improvements
- Contract D - Ground Storage Improvements

Mr. Berryhill noted that design for the treatment and storage improvements is anticipated to be completed in December 2016 and that design of the water transmission lines is anticipated to be completed by March 2017. It was noted that TCEQ review and approval will only be needed for construction contracts A, C and D - storage and treatment and that those construction contract packages are anticipated to be submitted to TCEQ in January 2017 to provide sufficient review time to ensure the construction contracts will be ready ahead of construction funding availability. The water transmission lines will not require review by TCEQ because the proposed improvements comprise less than 10% of the total pipeline length of the City's existing transmission and distribution system. It was noted that TWDB review will still be required for the water transmission line contract though, as well as for construction contracts A, C and D.

Mr. Lane noted that the City needed to start reducing the average radionuclide level as soon as possible during construction. Mr. Berryhill noted that the wells with the highest concentration will likely be taken offline during the quarters leading up to construction as an attempt to start reducing the average concentration. Given the construction sequencing necessary in the project, Mr. Berryhill anticipates that completion of the radionuclide treatment improvements and improvements to the first round of wells can be completed approximately halfway through the anticipated construction timeline, which when combined with the already reduced average radionuclide levels, could reach the goal of a four-quarter running average concentration in compliance either prior to or by the end of construction.

Mr. Lane and Mr. Taheri noted that they would recommend that the compliance deadline for the administrative order be amended to reflect the construction completion date of September 2019. However, it was stressed by USEPA that it continues to remain critical for the City to accelerate compliance as much as they can. They noted that the original administrative agreed order was issued in 2012 and that the City needs to achieve compliance as quickly as feasible.

Mr. Miller expressed the City's appreciation of the USEPA's patience and understanding and stressed that the City will continue to move as quickly as possible. Mr. Jacobson noted that the City of Brady is very transparent and have been keeping the council and public informed of the project status. In addition, the City will continue to submit the quarterly updates regarding the project and funding status. Mr. Taheri and Mr. Lane expressed their appreciation for the City's commitment and efforts to achieve

compliance. Mr. Taheri then closed the meeting.

Action Items:

USEPA to consider amendment of administrative order to adjust the compliance deadline from September 30, 2016 to September 30, 2019 to achieve compliance with the Combined Radium (Radium-226 and Radium-228), and Gross Alpha Particles MCL requirements.

CITY OF BRADY**COMMUNITY SERVICES DIVISION****Project Status Report:****Brady Lake Boating Access Grant****December 2016****Grant Project Deadline:** June 30, 2018**Budget Information:**

TPWD Funds:	\$127,238.00
COB:	\$ 42,413.00
TOTAL:	\$169,651.00

Expenditures:

Planning and Design:	\$ 17,317.50
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Contract Assignments:

Engineer:	KSA Contracted June 16, 2014
Contractor:	Westar Construction – Boat Ramps

Project Description: The City of Brady (COB) received a Boating Access Program Grant from the Texas Parks and Wildlife Department (TPWD). This grant will extend one boat ramp and improve two boat docks at Brady Lake. The ramp on the north side of the park will be extended and boat docks at the Main Ramp and the North Ramp will be updated. The project was rebid in March 2016, and Westar Construction secured the contract for the ramp improvements and docks. Due to recent rains and increasing lake levels the boat ramp construction has been delayed. A submittal approving the dock materials was approved on November 28, 2016 and materials should arrive and construction begin in late January 2017.

Start Date / Completion Date:

Planning Start:	June 2014
Design Completion:	October 2015

Major Activities:

Corps Permit Received:	November 14, 2014
Plans Submitted to TPWD Review:	September 11, 2015
TPWD Approval of Plans:	September 18, 2015
U.S. Fish and Wildlife Approval:	September 22, 2015
Grant Acceptance Signed:	September 22, 2015
Project Bid September:	November 4, 2015
Bids Opened:	December 16, 2015
Project Rebid:	February 3, 2016
Bids Opened:	March, 2, 2016
Bid Awarded to Westar Construction:	March 15, 2016
Change Order #1 Signed:	June 21, 2016
Dock Plan and Material Submittal Approval:	November 28, 2016

Next Steps:

Boat Dock Construction Begins:	January 2017
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CITY OF BRADY**COMMUNITY SERVICES DIVISION**

Project Status Report:	Brady Lake Fish House Redevelopment Project December 2016	
Budget Information:	Brady Economic Development Corp (BEDC) \$ 65,256.00	
Expenditures:	BEDC Funds to Date for Fish House: \$ 48,416.70	
Contract Assignments:	KSA Contracted June 16, 2014	
Engineer:	Docks of Texas – Fish House	
Contractor:	Docks of Texas – Fish House	
Project Description: In 2008 the citizens of Brady approved the use of 4A Economic Development Funds for a 4B-type project for improvements at Brady Lake Park. One of the improvements was the rehabilitation of the Fish House. The new fish house was designed and originally bid as part of a larger project including a boat ramp and new boat docks. After receiving no bids for the ramp and docks, the Fish House Redevelopment Project was separated from the boat ramp improvements. Docks of Texas is remodeling the fish house with BEDC funds and is 30% complete. The old fish house has been towed to the beach area of Brady Lake and is in the process of being demolished. Structural steel for the new fish house has been delivered. Due to storms generating the need for emergency repairs in the North Texas area, this project has been significantly delayed.		
Start Date / Completion Date:		
Planning Start:	June 2014	
Design Completion:	October 2015	
Major Activities:		
Project Bid September:	November 4, 2015	
Bids Opened:	December 16, 2015	
Contracted with Docks of Texas:	February 8, 2016	
Demolition of Old Fish House Begun:	March 14, 2016	
Next Steps:		
Complete New Fish House:	January 2017	

CITY OF BRADY**COMMUNITY SERVICES DIVISION****Project Status Report:****Richards Park Improvements Grant December 2016****Grant Project Deadline: July 31, 2018****Budget Information:**

TPWD Funds:	August 20, 2015	\$400,000.00
COB:		\$400,000.00
U.S. Silica Donation:		\$ 10,000.00
TOTAL:		\$810,000.00

Expenditures:**N/A****Contract Assignments:****Engineer:** Open

Project Description: The City of Brady (COB) has received an Outdoor Recreation Grant from Texas Parks and Wildlife Department (TPWD). This project will renovate the baseball fields at Richards Park to include the relighting of two ball fields. Additional renovations include a trail from E.O. Martin Park to the soccer fields at Richards Park, a new playground at the baseball complex, and benches/picnic tables along the trail. COB staff has met with a design firm to discuss the design and layout of the project.

Funding is still needed for relighting the other baseball and softball field in the amount of \$280,000.00.

Staff received four (4) proposals for design services and will interview three (3) firms on January 10, 2017. A selection and contract negotiations will begin by the end of January 2017.

Start Date / Completion Date:**N/A****Major Activities:**

Grant Awarded by TPWD:	August 20, 2015
Field Visit by TPWD:	September 28, 2015
Contract Signed with TPWD:	July 13, 2016
RFP for Design Released:	September 23, 2016
RFP for Design Evaluated:	December 7, 2016
Design Firms Invited to Interview:	December 15, 2016

Next Steps:
Interview Design Firms: January 10, 2017
Select Design Firm: January 2017

CITY OF BRADY**COMMUNITY SERVICES DIVISION****Project Status Report:** **Willie Washington Park Improvements December 2016**

Grant Project Deadline: July 31, 2018

Budget Information:

TPWD Funds:	August 20, 2015	\$ 75,000.00
COB:		\$ 75,000.00
TOTAL:		\$150,000.00

Expenditures:

N/A

Contract Assignments:**Engineer:** Open

Project Description: The City of Brady (COB) has received a Small Communities Grant from the Texas Parks and Wildlife Department (TPWD). This project will include new sidewalks, picnic spaces and a new playground at Willie Washington Park.

We have started discussions with several playground manufacturers to evaluate various styles and layouts. Peter Lamont attended the National Recreation and Parks Association Conference in October to view first hand possible playground styles to develop concept ideas to present to citizens. Staff met with the neighborhood representative on November 22, 2016 to discuss what equipment and style of playground the neighborhood wanted in the park.

Start Date / Completion Date:

N/A

Major Activities:

Grant Awarded by TPWD:	August 20, 2015
Field Visit by TPWD:	September 28, 2015
Contract with TPWD Signed:	February 17, 2016
Present Potential Playground Styles to Neighborhood:	November 22, 2016
Ordered Engineering Survey of Park:	November 30, 2016

Next Steps:

Request Playground Proposals:	January 2017
Select Playground Vendor:	February 2017
Begin Construction:	March 2017
Complete Construction	May 2017

CITY OF BRADY**COMMUNITY SERVICES DIVISION****Project Status Report:****Stanburn Park Improvements December 2016****Project Deadline:** To Be Determined**Budget Information:**

Private funds:	Minimum	\$ 50,000.00
TOTAL:		\$ 50,000.00

Expenditures:

N/A

Contract Assignments:**Engineer:** Not Required

Project Description: The City of Brady (COB) has received a request by a private company, Fairmount Santrol to install improvements at Stanburn Park. The desired improvements include resurfacing the tennis courts and converting them to basketball courts, planting trees, improving the turf, and installing shade structures. Additionally, the family of Lt. Daniel R. Conway is committing a one-time gift of \$50,000 towards a new playground. We have received two preliminary designs for the playground and forwarded them to Fairmount Santrol but have not received a response. We have not received a preliminary budget from them for the other improvements. We have discussed with them a phased project. To date, we have received \$15,000.00 in donor funds.

Start Date / Completion Date:

N/A

Major Activities:

Naming Policy Approved:	December 16, 2014
Initial Project Meeting:	February 2, 2015
Request Presented to Council:	March 3, 2015
Estimated Court Costs:	July 10, 2015
Preliminary Playground Designs:	July 14, 2015
Current Dedicated Funds \$15,000:	February 4, 2016

Next Steps:

Collection of Remaining Funds: Unknown

CITY OF BRADY**COMMUNITY SERVICES DIVISION****Project Status Report:****Hazard Mitigation Plan Update****December 2016**

Project Deadline: February 15, 2016
Texas Colorado River Floodplain Coalition (TCRFC)
Department of Emergency Management Grant

Budget Information:**COB:**

\$2,000.00
Additional match is staff time for project work completed by
Lyle Daniels, Crystal Springer and Peter Lamont.

Expenditures:

\$2,000.00
Planning Services:

Contract Assignments:

Half and Associates

Tetratech

Both engineers were contracted through TCRFC

Project Description: The City of Brady (COB) is working with the TCRFC to update the Hazard Mitigation Plans for Lampasas, Mason, Mills and San Saba Counties and the City of Brownwood and the City of Brady. The revision of such plans are required in order to receive Federal Emergency Management Agency (FEMA) Funding for disaster aid. There have been a series of three (3) meetings to determine, rank and suggest mitigating actions to various hazards. The engineers assembled the revised plan and forwarded a copy to the City in December for review. A draft is available at City Hall and on the City's website for public review. A public meeting about the plan was held March 15, 2016.

The project is being coordinated by the TCRFC with specific community information provided by COB.

Star Date/Completion Date:

Planning Started: March 2016

Major Activities:

Project Kickoff Meeting:	March 24, 2015
Determination of Potential Hazards:	June 30, 2015
2011 Plan Implementation Update:	August 15, 2015
Proposed 2015 Hazard Mitigation Actions:	August 15, 2015
Project Update Meeting:	September 8, 2015
City Review of Draft:	December 18, 2015
Host Public Meeting with City Council:	March 15, 2016
Review by Texas Dept. of Emergency Mgmt:	April, 2016
Next Steps:	
Review by FEMA:	Underway – FEMA has requested information from Mason for their portion of the plan.

CITY OF BRADY**COMMUNITY SERVICES DIVISION****Project Status Report:****Brady Lake Dam Breach Inundation December 2016**
Mapping & Brady Drainage Master Plan**Grant Project Deadline:** December 31, 2016**Budget Information:**

TDEM:	\$ 50,000.00
COB:	\$ 20,100.00
TOTAL:	\$ 70,100.00

Expenditures:

\$70,020.00 as per signed contract with Lockwood, Andrews & Newman, Inc. (LAN)

Contract Assignments:

Lockwood, Andrews & Newman, Inc.

Project Description: The City of Brady (COB) has received a grant from the Federal Emergency Management Agency (FEMA) through the Texas Department of Emergency Management (TDEM) to conduct a Breach and Inundations Study of the Brady Lake Dam, and a Drainage Master Plan. A signed contract was secured with LAN in the amount of \$70,020.00 to complete the project. COB staff met with LAN on May 6, 2016 and subsequently submitted a list of sites to be further evaluated for drainage improvements. LAN has also completed the Flood Mapping and has submitted the Breach Analysis to the Texas Commission on Environmental Quality (TCEQ).

Start Date / Completion Date:

Start:	April 6, 2016
Anticipated Acceptance by TCEO:	January 2017

Major Activities:

Grant Accepted:	April 27, 2015
Kickoff Meeting with TDEM:	April 29, 2015
RFP Submitted to TDEM for Review:	September 29, 2015
RFP Released:	October 21, 2015
RFPs Received:	November 18, 2015
Engineer Interviews:	January 7, 2016
Engineer Selection:	January 8, 2016
Council Approved Contract with LAN:	February 16, 2016
Kickoff Meeting Held:	April 6, 2016
Project Update Meeting with Staff:	May 6, 2016
Grant Deadline Extended:	July 22, 2016
Public Presentation to City Council:	September 20, 2016
Filed Payment Request with TDEM:	October 31, 2016
Final Report Submitted to COB:	November 18, 2016

Next Steps:

Acceptance by TCEO

January 2017

CITY OF BRADY**COMMUNITY SERVICES DIVISION****Project Status Report:****Curtis Field Airport Master Plan****December 2016****Grant Project Deadline:****August 31, 2018****Budget Information:**

TxDOT Aviation Funds:	\$180,000.00
COB:	\$ 20,000.00
TOTAL:	\$200,000.00

Expenditures:

Contract Assignments:
Engineer: None selected

Project Description: The City of Brady (COB) has received, from the Texas Department of Transportation (TxDOT) Aviation Division an Airport Improvement Program Grant to prepare a new Master Plan for Curtis Field Airport. The current Master Plan is over seventeen (17) years old. Master Plans should be revised no less than every five (5) years and updated no less than every ten (10) years to ensure goals and objectives are current and operational. This Master Plan will look not only at the Airport's physical development, but also at the business development of the Airport as well. TxDOT Aviation will be acting as the City's agent for the contracting and administration of the grant.

The City/TxDOT received four responses to the Request for Proposals (RFP). After ranking the proposals, the committee requested interviews with three. Due to travel schedules and commitments on both sides, the interviews are scheduled for February 1, 2017 with selection to be made shortly after.

Start Date / Completion Date:
Planning Start:

Major Activities:

RFP for Planning Service Release:	August 5, 2016
Contract with TxDOT Aviation Signed:	August 22, 2016
Proposals Received by TxDOT Aviation:	August 30, 2016
Selection Committee Requested Interviews: (with three contractors)	November 2, 2016

Next Steps:

Interview Potential Contractors:	February 1, 2017
Select Contractor	February 2017

CITY OF BRADY**COMMUNITY SERVICES DIVISION****Project Status Report:****Automated Weather Observation System Grant****December 2016****Grant Project Deadline:** To Be Determined**Budget Information:**

TxDOT Aviation Funds:	\$150,000.00	75%
COB:	\$ 50,000.00	25%
TOTAL:	\$200,000.00	

Expenditures:**Contract Assignments:****Engineer:** None selected

Project Description: The City of Brady (COB) has applied with the Texas Department of Transportation (TxDOT) Aviation Division for an Airport Improvement Program Grant to replace the current Automated Weather Observation System (AWOS). The current system is no longer functioning and the parts to repair it are unavailable. The TxDOT Commission will meet on February 23, 2017 to award grants. This is a 75/25 reimbursable matching grant and the City will be responsible for coordination.

Start Date / Completion Date:

Planning Start:

Major Activities:

Council Approval of Grant Resolution: December 4, 2016

Next Steps:TxDOT Grant Approval: February 23, 2017
Release Bid for AWOS: March/April 2017



MEMORANDUM

December 30, 2016

To: City Council

From: Kim Lenoir, City Manager

Subject: Update of Replat-Leases of Davee and Dodge Heights Subdivisions

The City of Brady owns the land that appears to be platted in the 1960s by Mayor Davee, now known as the Davee and Dodge Heights Subdivisions. Lots were leased for 10 to 50 years, for an annual payment of \$10 to \$300 per lot, billed in January of each year.

In January 2014, the City zoned all the lake properties and zoned Davee Addition as (MF) Manufacturer Homes and Dodge Heights as (SF-5) Single-Family Residential. We currently have 27 residences in this area with active accounts receiving City of Brady electric, water and trash services. Sewer service is not available at the lake, so all residents are served by privately-owned septic systems. The City in recent years has addressed code compliance issues and have clear several lots, installed street signs and improved the streets. The residences do pay taxes on the personal property (lake cabin/MH), but do not pay property taxes, since the land is owned by the City of Brady. Living in travel trailers are not allowed. Lease transfers have not been allowed until all records are cleared-up, new leases are established and replatting is completed.

The City of Brady had very poor recordkeeping of lot leases and transfers, all of which must be approved by the City Council. In May 2015, City staff cleared up the records somewhat and billed the residents as lease stated, some did not pay.

City staff learned that TCEQ requires $\frac{1}{2}$ acre lots for private sewer systems utilizing city water. The existing lots are all much smaller than the required $\frac{1}{2}$ acre. In October 2015, City Council increased the annual lease payment to \$1200 to be billed in January 2016. Before this bill was sent out, the City decided to survey and identify $\frac{1}{2}$ acre tracts/ lots, so the City would be in compliance with TCEQ requirements.

Ross Surveying has been working this year on the new lay-out for the $\frac{1}{2}$ acre tracts. The goal is to have every active resident that paid for their lease in 2015 a new lease and a $\frac{1}{2}$ acre tract.

Both subdivisions will have to go thought the replatting rules, requiring public hearing, P&Z approval and City Council approval. All new leases will be prepared and approved by city council, incorporating any current active leases. The city staff may consider revising billing options for the leases to assist in maintaining current recordkeeping.

The Davee Addition replat has been completed and draft leases prepared for lease holders and City Council to review. P&Z will hold a public hearing and consider the replat at their January 10 meeting and City Council at their January 17 meeting. The Dodge Heights replat has been more difficult to replat, with the probability of several houses on a $\frac{1}{2}$ tract. Goal is to have the Dodge Heights replat and staff recommendations very soon so approvals can be scheduled in February.