

CITY OF LAREDO
WORKSHOP
A-2007-W-09
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
OCTOBER 8, 2007
5:30 P.M.



DISABILITY ACCESS STATEMENT



Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services, are requested to contact Gustavo Guevara, City Secretary at (956) 791-7308 at least two working days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at City Hall, 1100 Victoria Ave.

Out of consideration for all attendees of the City Council meetings, please turn off all cellular phones and pagers, or place on inaudible signal. Thank you for your consideration.

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. INTRODUCTORY ORDINANCE

1. Authorizing the City Manager to execute a lease and joint use agreement with the Laredo Independent School District, copy of which is attached as Exhibit 1; said agreement is for a term of 5 years and pertains to the following City property block 240, eastern division, Galveston Street between McDonnell and Monterrey; and Mier Street between McDonnell and Monterrey, to be used as part of the land for the J.C. Martin Elementary School presently being reconstructed; and providing for effective date.

V. RESOLUTION

2. **2007-R-082** Declaring the public necessity to acquire the "Surface Only" of eight parcels of land for the Chacon Creek/Guatemozin Street Acquisition and Relocation Project. Said eight parcels being Lots 1, 2, 3, & 4, Block 2109, and Lots 1, 2, 3, & 4, Block 2110, all being situated in the Eastern Division, City of Laredo, Webb County, Texas, and delineated on attached copy of City Plat; and authorizing staff to negotiate with the owners for the acquisition of said parcels by purchase at market values established by a State Certified

Real Estate Appraiser, and also authorizing the City Attorney to initiate condemnation proceedings to acquire said parcels if staff is unable to acquire due to inability to agree to a purchase price, conflict of ownership, owner refusal to sell, and/or inability to locate a listed owner, and further authorizing relocation benefit payments to persons who will be displaced as a result of the acquisition of those properties, in accordance with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended. Funding is proposed using reprogrammed CDBG funds.

VI. STAFF REPORT

3. Presentation by Tomas Rodriguez, Utilities Department Director, on the different options of providing water to the Citizens of the City of Laredo and selection of a proposed project, with possible action.

VII. EXECUTIVE SESSION

The City Council hereby reserves the right to go into executive session at any time during this public meeting, if such is requested by the City Attorney or other legal counsel for the City, pursuant to his or her duty under Section 551.071(2) of the Government Code, to consult privately with his or her client on an item on the agenda, or on a matter arising out of such item.

VIII. ADJOURNMENT

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, October 05, 2007 at 4:30 p.m.

Gustavo Guevara, Jr.
City Secretary

COUNCIL COMMUNICATION

DATE: 10/08/07	SUBJECT: INTRODUCTORY ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AND JOINT USE AGREEMENT WITH LAREDO INDEPENDENT SCHOOL DISTRICT, COPY OF WHICH IS ATTACHED AS EXHIBIT 1; SAID AGREEMENT IS FOR A TERM OF 5 YEARS AND PERTAINS TO THE FOLLOWING CITY PROPERTY: (1) BLOCK 240, EASTERN DIVISION (2) GALVESTON STREET BETWEEN McDONNELL AND MONTERREY AND (3) MIER STREET BETWEEN McDONNELL AND MONTERREY, TO BE USED AS PART OF THE LAND FOR THE J.C. MARTIN ELEMENTARY SCHOOL PRESENTLY BEING RECONSTRUCTED; AND PROVIDING FOR EFFECTIVE DATE.	
INITIATED BY: Carlos Villarreal City Manager	STAFF SOURCE: Miguel Pescador Director, Parks and Recreation	
PREVIOUS ACTION:		
BACKGROUND: Laredo Independent School District has requested that City lease to the District Block 240, Eastern and two closed street sections in order to utilize them as part of the reconstruction of J.C. Martin Elementary. Prior to that city staff and the District were negotiating for a property exchange, but LISD could not at this time agree to the terms. In the meantime, the parties have agreed on a five year lease of the property to the District, with the condition that the City may use the south parking lot of the school, and may use the gymnasium and library to be located on a term of five years, with a view of taking up later with the District, the matter purchasing said Block and two former street sections prior to the end of the 5 year term of the agreement; and purchasing said Block and two former street sections prior to the end of the 5 year term of the agreement.		
FINANCIAL: No Financial Impact		
RECOMMENDATION: N/A	STAFF RECOMMENDATION: Staff recommends introduction of this Ordinance	

ORDINANCE NO. _____

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AND JOINT USE AGREEMENT WITH LAREDO INDEPENDENT SCHOOL DISTRICT, COPY OF WHICH IS ATTACHED AS EXHIBIT 1; SAID AGREEMENT IS FOR A TERM OF 5 YEARS AND PERTAINS TO THE THE FOLLOWING CITY PROPERTY

- (1) BLOCK 240, EASTERN DIVISION,
 - (2) GALVESTON STREET BETWEEN McDONNELL AND MONTERREY; and
 - (3) MIER STREET BETWEEN McDONNELL AND MONTERREY,
- TO BE USED AS PART OF THE LAND FOR THE J.C. MARTIN ELEMENTARY SCHOOL PRESENTLY BEING RECONSTRUCTED; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, Laredo Independent School District has requested that City lease to the District Block 240, Eastern Division, and two closed street sections in order to utilize them as part of the reconstruction of J.C. Martin Elementary School; and

WHEREAS, city staff and the District have agreed on a five year lease of the property to the District, with the proviso that the City may use the south parking lot of the school, and may use the gymnasium and library, subject to the school time uses of the leased premises; and

WHEREAS, the parties have agreed on a term of five years, with a view to taking up later with the District, the matter of their purchasing said Block and two former street sections prior to the end of the 5 year term of the agreement; and

WHEREAS, staff recommend the agreement for the approval of the City Council

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

- 1. It hereby authorizes the City Manager to sign the ground lease and joint use agreement between City of Laredo and Laredo Independent School District, e a copy of which is attached as Exhibit 1, and which agreement provides for the City leasing to the District for a term of 5 years: Block 240, Eastern Division and two former street sections , in return for which the City will have a right to use the gymnasium, library and south parking lot.

- 2. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this

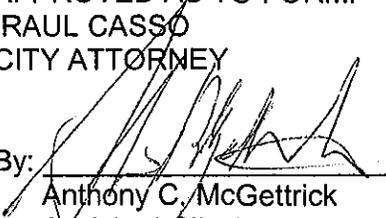
the _____ day of _____, 2007.

RAUL G. SALINAS
Mayor

ATTEST:

GUSTAVO GUEVARA, JR.
City Secretary

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

By: 

Anthony C. McGettrick
Assistant City Attorney

**GROUND LEASE AND JOINT USE AGREEMENT
BETWEEN
CITY OF LAREDO
&
LAREDO INDEPENDENT SCHOOL DISTRICT**

This Lease and Joint Use Agreement is made between the City of Laredo (hereinafter called the "City"), pursuant to authority of Ordinance No. 2007-0- _____ dated _____ and Laredo Independent School District (hereinafter called the "District"), each acting by and through their respective governmental bodies.

I. Preamble

WHEREAS, City and District have previously joined together to pursue an initiative to maximize the impact of existing local resources; and,

WHEREAS, by deed dated April 3, 1973, District conveyed to City the real property described as Block Number Two Hundred Forty (240), Eastern Division of the City of Laredo, Webb County, Texas (hereinafter called "Premises"); and,

WHEREAS, with federal financial aid, the City subsequently constructed a community center and school facilities for the benefit of City and District on the Premises, the facilities being known as the J.C. Martin Elementary School; and,

WHEREAS, City and District agreed that District would assume exclusive responsibility for the operation of a school on the Premises and would be responsible for the maintenance of the Premises and school facilities, and since 1974 District has operated a school on the Premises and City has operated a community center on the premises and,

WHEREAS, City and District desire for District to continue to operate a school on the Premises, but with right of city to use the premises for community purposes and functions when the premises are not otherwise being used for school purposes; and,

WHEREAS, District intends to demolish, and will be solely responsible for demolition of the existing improvements on the premises, and intends to construct new replacement school facilities; and,

I. Statement of general purpose and intent

- (i) The purpose and intent of this lease and joint use agreement is to provide for the terms and conditions of City's lease of the premises to the District, and of City's use of the South parking lot, gymnasium and library of the school facilities by City staff and invitees through the City's Educational and Recreational Programming.
- (ii) The use of alcoholic beverages, illegal drugs and the possession of firearms are prohibited on the Premises or within the school facilities.

EXHIBIT 1

- (iii) The premises and its improvements shall not be used for political purposes, that is, For use for advocacy of political candidates or political positions.

NOW, THEREFORE, in consideration of the covenants, and conditions and provisions set forth herein, the parties hereto agree as follows:

I. Long term lease to District

- 1.1 The City, as Lessor, agrees to lease to the District, as Lessee, the real property described as all of Block Number 240, Eastern Division, and the closed streets known as Galveston Street between McDonnell Avenue and Monterrey Avenue; and Mier Street between McDonnell Avenue and Monterrey Avenue, for the construction and operation of educational facilities. The said Block and two closed city streets are shown in Exhibit 1 of two pages attached hereto.
- 1.2 Lessee will be responsible for the demolition of the existing structures on the property.
- 1.3 The term of this lease is five (5) years from date of the City's ordinance approving it
- 1.4 It is understood and agreed that the District, after it demolishes all existing improvements on the premises, shall construct, use and maintain educational facilities on the leased land.

II. Ownership and terms of city use of improvements

- 2.1 In consideration for City's lease of the Premises to District, District shall allow City the daily use of the South parking lot. The use of the gymnasium and library will also be allowed, upon written request by City to the principal of J.C. Elementary School, to the extent that such use of the facilities does not conflict or interfere with Lessee's use of the premises.

With regard to usage of the facilities the following shall govern:

(1) Lessee shall have priority of use of J.C. Martin School facilities on the leased property, from 7.30 a.m. to 4.00 p.m. from Monday to Saturday, inclusive, of every week during the school year, excluding those days which are school holidays.

(2) Subject to the prior right of Lessee as stated in (1), the Lessor may use the facilities during any period of time during which Lessee's activities are not scheduled, and such use by Lessor shall include (1) for special events held by City, (2) for programs sponsored by the City, and (4) for third parties under contract or license with the City.

- 2.2 The City shall provide signage on the South Parking lot relating to city ordinances governing use of such parking facility such as curfew hours.

2.3 City shall be responsible to compensate District for the cost of repair for any property damage arising from City's use of the facilities.

III. Option to withdraw

3.1 As of the date of this Lease and Joint Use Agreement, neither party shall have the option to withdraw from this Agreement except by the written consent of the other party. Such written consent must be submitted to either party at least sixty (60) days prior to such a date. Both parties must consent to the withdrawal through action by the District's Board of Trustees and the City's City Council.

IV. Insurance and non-indemnification

4.1 City, at its own expense, shall provide and maintain, during the term of this agreement, either insurance, with or without a retention, or a self-insurance program, allowed and provided by law, to Texas municipalities, which shall cover liability for property damage and personal injury occurring during those periods of City's use of the facilities.

4.2 District, at its own expense, shall provide and maintain, during the term of this agreement, either insurance, with or without a retention, or a self-insurance program, allowed and provided by law, which shall cover (1) the improvements to be constructed on the property and (2) liability for property damage and personal injury pursuant to District's possession and use of the property as a public school.

V. Default

5.1 The parties hereto shall be entitled to written notice of default. Absent a cure of default satisfactory to the notifying party, that party may, at the conclusion of ninety (90) days from the receipt of written notice, declare default, and both parties shall be entitled to their respective rights and remedies under contract and law.

VI. Assignment

6.1 This agreement shall not be assigned by either party.

VII. Severability

7.1 If any clause or provision of this agreement is illegal, invalid, unenforceable under present and future laws effective during the term of this agreement, including any renewals, it is the intent of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intent of the parties to this agreement that in lieu of each clause or provision of this agreement that is illegal, invalid or unenforceable, there be added as a part of this agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

VIII. Entire Agreement

- 8.1 This agreement contains the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon to date, and no other agreements of prior date, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto. It is the intent of the parties that neither party shall be bound by any term, condition or representation not herein written.

IX. Amendment

- 9.1 No amendment, modification or alteration of the terms of this agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto and approved by the governing parties.

X. Non-discrimination

- 10.1 Any discrimination by District or City or their agents or employees on account of race, color, sex, age, religion, handicap, or national origin, in employment practices or in the use or operation of the educational facilities is prohibited by the governing bodies.

XI. Notices

- 11.1 Notices to the parties hereto required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

To the District:

Superintendent
Laredo Independent School District
1702 Houston St.
Laredo, Texas 78041

To the City:

City Manager
City of Laredo
1110 Houston St., 3rd Floor
Laredo, Texas 78040

XII. Texas law to apply

- 12.1 This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Webb County, Texas.
- 12.2 Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason for force majeure either party is prevented from full performance of its obligations under this agreement, written notice shall be provided to the other party within three days.

XIII. Gender

- 13.1 Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XIV. Captions

- 14.1 The captions contained in this agreement are for convenient reference only and in no way limit or enlarge the terms and conditions of this agreement.

XV. Authority

- 15.1 The signers of this agreement hereby represent and warrant that they have authority to execute this agreement on behalf of each of their governing bodies.

Signed, in duplicate originals, on this the ___ day of _____, 2007.

City of Laredo

Laredo Independent School District

Carlos Villarreal
City Manager

Veronica F. Guerra
Superintendent

Attest:

Gustavo Guevara
City Secretary

Approved as to form:

Anthony C. McGettrick
Assistant City Attorney

John A. Kazen
Kazen, Meurer & Pérez, L.L.P.
Attorneys for Laredo I.S.D.

COUNCIL COMMUNICATION

DATE 10-08-07	SUBJECT: RESOLUTION NO. 2007-R-082 Declaring the public necessity to acquire the "Surface Only" of eight parcels of land for the Chacon Creek/Guatemozin Street Acquisition and Relocation Project. Said eight parcels being Lots 1, 2, 3 & 4, Block 2109, and Lots 1, 2, 3 & 4, Block 2110; all being situated in the Eastern Division, City of Laredo, Webb County, Texas, and delineated on attached copy of City Plat; and authorizing staff to negotiate with the owners for the acquisition of said parcels by purchase at market values established by a State Certified Real Estate Appraiser, and also authorizing the City Attorney to initiate condemnation proceedings to acquire said parcels if staff is unable to acquire due to inability to agree to a purchase price, conflict of ownership, owner refusal to sell, and/or inability to locate a listed owner; and further authorizing relocation benefit payments to persons who will be displaced as a result of the acquisition of those properties, in accordance with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended. Funding is proposed using reprogrammed CDBG funds.	
INITIATED BY: Cynthia Collazo Deputy City Manager		STAFF SOURCE: Ronnie Acosta CD Director
PREVIOUS COUNCIL ACTION: None		
BACKGROUND: The City of Laredo is in the process of implementing the Chacon Creek/Guatemozin Street Acquisition and Relocation Project. Said project consists of the acquisition of residential property and the relocation of eight families to be displaced on Block 2109 and Block 2110, Eastern Division, City of Laredo. In order to proceed with the Chacon Creek/Guatemozin Street Acquisition and Relocation Project, it is necessary for the City of Laredo to acquire the "Surface Only" of the eight above-referenced parcels of land as delineated on attached copy of City Plat.		
FINANCIAL IMPACT: It is proposed that CDBG funds be reprogrammed for this action.		
COMMITTEE RECOMMENDATION: N/A		STAFF RECOMMENDATION: Staff recommends approval of Resolution.

RESOLUTION NO. 2007-R-082

DECLARING THE PUBLIC NECESSITY TO ACQUIRE THE "SURFACE ONLY" OF EIGHT PARCELS OF LAND FOR THE CHACON CREEK/GUATEMOZIN STREET ACQUISITION AND RELOCATION PROJECT. SAID EIGHT PARCELS BEING LOTS 1, 2, 3 & 4, BLOCK 2109 AND LOTS 1, 2, 3 & 4, BLOCK 2110; ALL BEING SITUATED IN THE EASTERN DIVISION, CITY OF LAREDO, WEBB COUNTY, TEXAS, AND DELINEATED ON ATTACHED COPY OF CITY PLAT; AND AUTHORIZING STAFF TO NEGOTIATE WITH THE OWNERS FOR THE ACQUISITION OF SAID PARCELS BY PURCHASE AT MARKET VALUES ESTABLISHED BY A STATE CERTIFIED REAL ESTATE APPRAISER, AND ALSO AUTHORIZING THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE SAID PARCELS IF STAFF IS UNABLE TO ACQUIRE THROUGH NEGOTIATIONS DUE TO INABILITY TO AGREE TO A PURCHASE PRICE, CONFLICT OF OWNERSHIP, OWNER REFUSAL TO SELL, AND/OR INABILITY TO LOCATE A LISTED OWNER; AND FURTHER AUTHORIZING RELOCATION BENEFIT PAYMENTS TO PERSONS WHO WILL BE DISPLACED AS A RESULT OF THE ACQUISITION OF THOSE PROPERTIES, IN ACCORDANCE WITH THE PROVISIONS OF THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION ACT OF 1970, AS AMENDED. FUNDING IS PROPOSED USING REPROGRAMMED CDBG FUNDS.

WHEREAS, the City of Laredo is in the process of implementing the Chacon Creek/Guatemozin Street Acquisition and Relocation Project; and

WHEREAS, said project consists of the acquisition of residential property and the relocation of eight families to be displaced on Block 2109 and Block 2110, Eastern Division, City of Laredo; and

WHEREAS, in order to proceed with the Chacon Creek/Guatemozin Street Acquisition and Relocation Project, it is necessary for the City of Laredo to acquire the "Surface Only" of the eight above-referenced parcels of land, as delineated on attached copy of City Plat.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

- A. It does hereby find and declare that there is a public necessity to acquire the "Surface Only" of eight parcels of land for the Chacon Creek/Guatemozin Street Acquisition and Relocation Project. Said eight parcels being Lots 1, 2, 3 & 4, Block 2109 and Lots 1, 2, 3 & 4, Block 2110, all being situated in the Eastern Division, City of Laredo, Webb County, Texas, and delineated on attached copy of City Plat.
- B. It authorizes staff to negotiate with the owners for the acquisition of said parcels by purchase at market values established by a State Certified Real Estate Appraiser.
- C. It also authorizes the City Attorney to initiate condemnation proceedings to acquire said parcels if staff is unable to acquire through negotiations due to inability to agree to a purchase price, conflict of ownership, owner refusal to sell, and/or inability to locate a listed owner.

D. It further authorizes relocation benefit payments to persons who will be displaced as a result of the acquisition of those properties, in accordance with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

E. This Resolution shall become effective upon passage thereof.

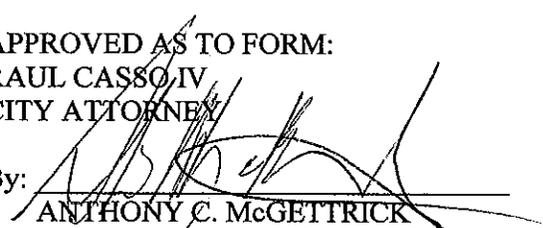
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
THE _____ DAY OF _____, 2007.

RAUL G. SALINAS
MAYOR

ATTEST:

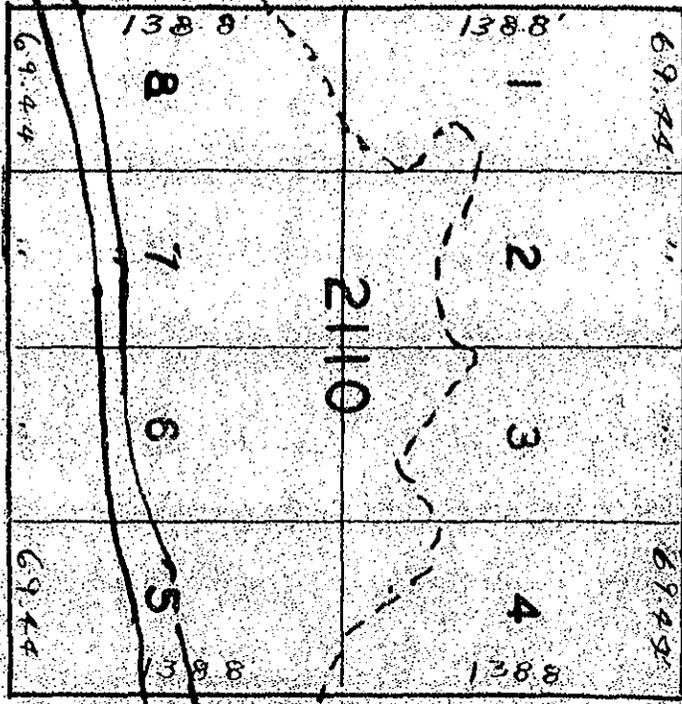
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO IV
CITY ATTORNEY

By: 
ANTHONY C. McGETTRICK
ASST. CITY ATTORNEY

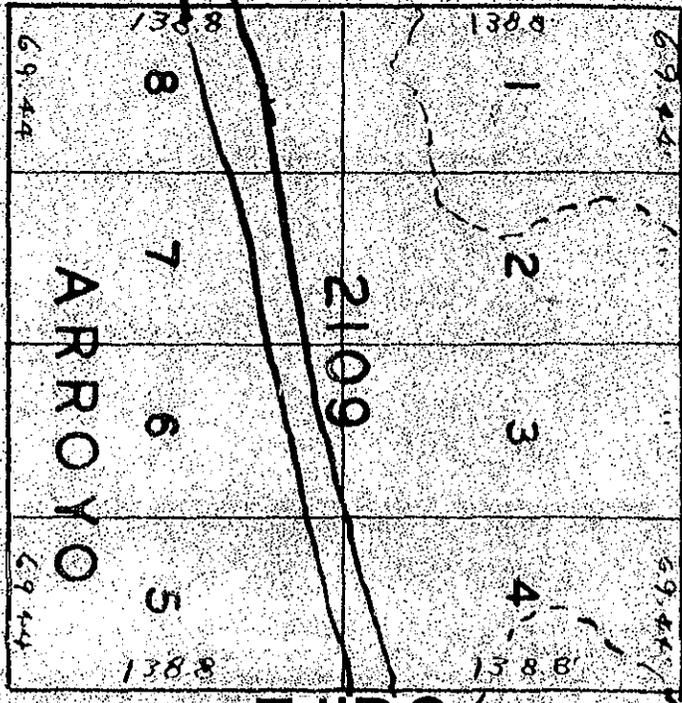
INDIA

GUATEMOZIN



ALDAMA

SMITH



ARROYO

ST.

EJIDO

ST.