



CITY OF CONROE
TEXAS

SPANISH SPEAKING LABORERS IN THE SOUTH FRAZIER NEIGHBORHOOD:

THE PURPOSE OF THIS BULLETIN IS TO INFORM YOU OF IMPORTANT DEVELOPMENTS, FOR THE BENEFIT OF THE COMMUNITY, THAT ARE TAKING PLACE THROUGH A JOINT ACTION OF THE CITY AUTHORITIES, BUSINESS PEOPLE AND LANDLORDS OF COMMERCIAL AND RESIDENTIAL PROPERTIES LOCATED IN THE SOUTH FRAZIER AREA.

THERE HAVE BEEN MANY COMPLAINTS TO THE CITY AUTHORITIES FROM THE RESIDENTS AND BUSINESS IN THE AREA, THAT SOUTH FRAZIER IS SUFFERING AN ALARMING PROCESS OF DECAY DUE TO THE INCREASE OF DRUGS AND PROSTITUTION TRAFFICKING. THESE ELEMENTS ARE INFILTRATING THE PEOPLE, THAT IN GOOD FAITH, STAND BY ON SOUTH FRAZIER STREET WAITING FOR WORK. IN ADDITION TO THIS SERIOUS PROBLEM, THERE HAVE BEEN COMPLAINTS ABOUT THE LITTER ACCUMULATING IN THE AREAS WHERE THE WORKERS STAND WAITING FOR WORK; AND ABOUT THE GREAT RISK OF A TRAFFIC ACCIDENT THAT COULD HAPPEN WHEN THE WORKERS CROSS THE STREET IN MASS TO THE VEHICLE OF THE PROSPECT EMPLOYER.

AS A CONSEQUENCE OF THESE PROBLEMS, A CITIZENS COMMITTEE HAS BEEN FORMED WITH REPRESENTATIVES OF THE GROUPS PREVIOUSLY MENTIONED, TO DEVELOP IMPROVEMENT PLANS, THAT WILL BE IN EFFECT IN THE NEAR FUTURE.

ONE OF THE RECOMMENDATIONS MADE, IS TO CENTRALIZE THE AREA WHERE THE WORKERS COULD WAIT FOR EMPLOYERS. CITY HALL HAS DESIGNATED A VACANT LOT, LOCATED ON THE NORTHWEST CORNER OF THE STREET INTERSECTION G AVENUE & SOUTH SAN JACINTO STREET, AS A PLACE FOR EMPLOYERS TO LOOK FOR LABORERS. THIS LOT WILL BE FURNISHED WITH CHAIRS, TABLES, GARBAGE CANS AND PORTABLE RESTROOMS. THE LOT WILL BE FENCED AND WILL HAVE A GATE WHICH WILL BE OPEN DAILY FROM 5:00 A.M. TO 1:00 P.M..

ALL CONTRACTORS, AND OTHER EMPLOYERS THAT FREQUENT YOUR AREA WILL BE ENCOURAGED TO PICK UP WORKERS AT THE NEW DESIGNATED PLACE.

THE ADVANTAGES TO THE WORKERS OF HAVING A CENTRALIZED PLACE ARE THAT YOU WILL BE COMFORTABLE WHILE WAITING FOR THE ARRIVAL OF AN EMPLOYER; AND YOU WILL BE AVOIDING THE RISK OF AN ACCIDENT BY CROSSING THE STREET. WE WOULD LIKE TO REMIND YOU THAT THIS PLACE WILL BE CREATED FOR YOUR CONVENIENCE... CONSEQUENTLY, YOU SHOULD HELP TO KEEP IT CLEAN AND NOT DESTROY IT.

IT IS VERY IMPORTANT TO HAVE YOUR FULL COOPERATION IN THESE WORKERS AND EMPLOYERS PLANS WHICH WILL BE FOR THE BENEFIT OF ALL RESIDENTS, BUSINESSES IN THE SOUTH FRAZIER AREA. IF YOU HAVE ANY POSITIVE IDEA OR RECOMMENDATION ON THIS MATTER, PLEASE CONTACT THE COUNCILWOMAN MRS. CATHY SMITH, OR THE COUNCILMAN MR. MELVIN DOUGLAS AT CITY HALL (PHONE 539-4431). IF YOU NEED AN INTERPRETER, CALL MR. MIGUEL O. QUINTERO S., (PHONE 756-6447) WHO WILL BE GLAD TO ASSIST YOU IN THIS MATTER.

PLEASE, READ THIS NOTIFICATION AND PASS IT TO OTHER WORKERS THAT HAVE NOT HAD THE CHANCE OF READING IT. WHEN YOU ARE READY TO THROW AWAY THIS SHEET, PLEASE PUT IT IN A GARBAGE CAN BECAUSE IN THIS WAY YOU HELP TO MAINTAIN OUR BEAUTIFUL CITY OF CONROE CLEAN.



CITY OF CONROE

300 W. DAVIS • P. O. BOX 3066 • CONROE, TEXAS 77305 • (936) 539-4431

August 15, 2002

Luis Padilla
Padilla Family Limited Partnership
18 Berryview Court
Spring, Texas 77380-3380

RE: City of Conroe Check No. 213167

Dear Mr. Padilla:

I mailed Mr. Winberry's recent letter dated August 13, 2002 without enclosing the check. I am forwarding the check with this letter and I apologize for any inconvenience this may have caused you.

Sincerely,

Sylvia
Sylvia Wardlow
Legal Secretary

sw
Enclosure

15794

PADILLA FAMILY LIMITED PARTNERSHIP



CITY OF CONROE

P.O. BOX 3066
CONROE, TEXAS 77305

WOODFOREST NATIONAL BANK
CONROE, TEXAS

213167

CHECK DATE 213167
08/14/02

AMOUNT \$ *****207.30**

PAY

CITY OF CONROE 207 dols 30 cts

VOID AFTER 180 DAYS

TO THE
ORDER
OF

PADILLA FAMILY LIMITED PARTNERSHIP

CITY OF CONROE DISBURSEMENT FUND
Carolee Moore
MAYOR

Chris Walker
DIRECTOR
OF FINANCE

⑈ 213167⑈ ⑆ 113008465⑆

⑈ 0133736⑈



CITY OF CONROE

300 W. DAVIS • P. O. BOX 3066 • CONROE, TEXAS 77305 • (936) 539-4431

August 13, 2002

Luis Padilla
Padilla Family Limited Partnership
18 Berryview Court
Spring, Texas 77380-3380

RE: Day Labor Site

Dear Mr. Padilla:

Council Member Martin has relayed your request for tax reimbursement under the terms of the day labor site agreement. Enclosed you will find a check for \$ 207.30. Also enclosed you will find a copy of the lease language related to the calculation of the tax reimbursement as well as a copy of the tax receipt on which I have calculated the reimbursement amount.

Since the day labor site is only a portion of a larger tract we have calculated the pro-rata portion of the tax that is applicable to the day labor site. Please call me if you have any questions regarding the calculation.

In future years you can process your request by submitting a copy of the tax receipt to either myself or City Administrator, Craig Lonon.

Thank you very much for your cooperation in connection with this matter.

Sincerely,


Marcus L. Winberry
City Attorney

MLW:sw
Enclosure

cc: Councilman Jay Ross Martin

Property Purchased by Padilla Family
Limited Partnership

AMENDMENT TO LEASE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This Agreement amends that certain lease agreement dated the 22nd day of October, 1992, made by and between JEAN C. SEMANDS, hereinafter called "LESSOR", and the CITY OF CONROE, TEXAS, a home rule city organized and existing under the laws of the State of Texas, hereinafter called "LESSEE", and is as follows:

WITNESSETH:

WHEREAS, Lessor is the owner of certain real property being generally described as 302 and 304 West Avenue G, Conroe, Montgomery County, Texas, such property being the subject of the hereinabove described Lease Agreement; and

WHEREAS, for good and valuable mutual consideration, LESSOR and LESSEE desire to amend such lease agreement:

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

1. The Lease Agreement is hereby amended by the addition of paragraph 2A, such paragraph to read as follows:

2A. LESSEE shall pay to LESSOR an additional lump sum annual rental which shall be equal to the annual amount of the real property taxes levied and assessed against the leased premises from and after January 1, 1993. Each such payment shall be due thirty (30) days following written request for payment from LESSOR to LESSEE. Each request for payment shall include a copy of the annual tax statements for the property including the leased premises. For purposes of computing the tax, it is agreed and understood that the leased premises consist of 0.335 acres of land out of two tracts of land assigned Montgomery County Tax Account Nos. 00.0636.05.01000 and 00.0636.05.01100. Such additional rental shall be calculated based upon the value of the land only and may use a figure representing the average per acre value of the tax tracts in which the 0.335-acre tract is located.

2. Except to the extent expressly hereby amended, the Agreement of the parties dated the 22nd day of October, 1992, is hereby ratified and shall remain in full force and effect.

J R MOORE JR
TAX ASSESSOR-COLLECTOR
MONTGOMERY COUNTY
400 N SAN JACINTO
CONROE TX 77301-2823

D U P L I C A T E

THANK YOU FOR YOUR PAYMENT OF TAXES FOR 2001 ON 12.31.2001
00.0636.05.01015 A0636 WASHINGTON L M H. TRACT 10-B. ACRES 1
214

JURISDICTIONS	RATE	TAX VALUE	TAX PAID	P&I PAID	ATT FEES
NHMCC		26440	29.08	0.00	0.00
HOSPITAL		26440	36.43	0.00	0.00
MONT CNTY		26440	124.53	0.00	0.00
CONROE		26440	111.05	0.00	0.00
CONROE ISD.		26440	450.14	0.00	0.00

D U P L I C A T E

MBI 12.064.10 C
PAID 751.23

PADILLA FAMILY LIMITED PARTNERSHIP
18 BERRYVIEW CT
SPRING TX 77380-3380

Day Labor Site is 0.335 acres.

$$\frac{0.335}{1.214} = 0.2759 \times \$ 751.23 = \$ 207.30$$

1020-4010

Check Requisition

DATE: August 12, 2002

AMOUNT: \$ 207.30

TO: Padilla Family Limited Partnership

PURPOSE: Lease agreement - tax reimbursement payment

ACCOUNT NO.: 1020 - 4010

Department Head:


Signature

Finance Director:

Signature

City Administrator:

Signature

Check No.: _____

Date: _____

TAX NOTICE FOR COLLECTION OFFICE OF MONTGOMERY COUNTY TEXAS ON 12.19.2001

ACCOUNT NUMBER 00.0636.05.01015

EGAL DESC1 A0636 WASHINGTON L M H, TR

EGAL DESC2 ACT 10-B, ACRES 1.214

PADILLA FAMILY LIMITED PARTNERSHIP
18 BERRYVIEW CT

EGAL DESC3

SPRING TX 77380-3380

L 26,440 00 SC CI CL DD MD RD FD HD ED WU FT
 0 M 1 B 1 0 0 0 0 1 0 0

ASI 1.214 ASI CODE AC I
 BAL AMT DUE AMT OF P&I TOTAL LEGAL TOTAL DUE

95	0.00	0.00	0.00	0.00	0.00
PAID	713.33 PI	199.73 LEGAL	136.96 PD	1050.02 ON	05.06.1997
96	0.00	0.00	0.00	0.00	0.00
PAID	729.62 PI	94.86 LEGAL	0.00 PD	824.48 ON	05.06.1997
97	0.00	0.00	0.00	0.00	0.00
PAID	743.90 PI	275.24 LEGAL	152.88 PD	1172.02 ON	02.07.2000
98	0.00	0.00	0.00	0.00	0.00
PAID	755.80 PI	188.95 LEGAL	141.71 PD	1086.46 ON	02.07.2000
999	0.00	0.00	0.00	0.00	0.00
PAID	735.33 PI	51.47 LEGAL	0.00 PD	786.80 ON	02.07.2000
000	0.00	0.00	0.00	0.00	0.00
PAID	752.21 PI	0.00 LEGAL	0.00 PD	752.21 ON	10.11.2000
001	751.23	0.00	0.00	751.23	
TOTALS	751.23	0.00	0.00	751.23	

Signed and effective on this 20th day of Feb., 1994.

LESSEE

LESSOR

THE CITY OF CONROE, TEXAS

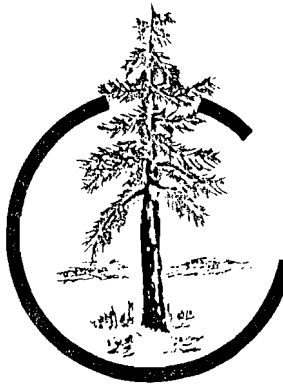
JEAN C. SEMANDS

Cartw Moore
Mayor

Jean C Semands

Attest:

Wanda J. Porter
City Secretary



CITY OF CONROE

505 W. DAVIS • P. O. BOX 3066 • CONROE, TEXAS 77305 • (409) 760-4691

MARCUS L. WINBERRY
CITY ATTORNEY

February 15, 1994

Ms. Jean C. Semands
1210 Wilson Road, Apt. K-1
Conroe, Texas 77301

8/23 KJ

Dear Ms. Semands:

Craig
An additional \$1 will be due in October. She is supposed to send us copies of her tax bill along with the additional rent. I doubt we paid \$0.97 because she probably didn't send the notice.

It has been called to my attention that the City has failed to make payment of the One Dollar (\$1.00) per year annual rental which is required under the Lease Agreement for the day workers assembly site.

Enclosed you will find Three Dollars (\$3.00) which will cover the annual rental for the first three (3) years.

It is also my understanding that you have requested the City to review whether or not the leased area can be declared exempt from real property taxes. After having investigated this matter, it is my opinion that we cannot obtain an exemption for the site unless actual title to the property is conveyed to the City. Under the circumstances, the best which can be done is for the City to agree to pay you an additional amount of rental which would be equal to the amount of taxes which you would pay upon this property.

It is my understanding that the property involves two (2) County tax accounts. These are 0636.05.01000 and 0636.05.01100. The first account includes the building which is adjacent to the day workers assembly site and which is not contained within the leased space. It is my understanding that the land in question is on the tax rolls for an average figure of \$21,731.00 per acre.

I would appreciate if you could confirm that we have correctly identified the tax accounts in question. It would be helpful if you could send a copy of your most current year tax statements.

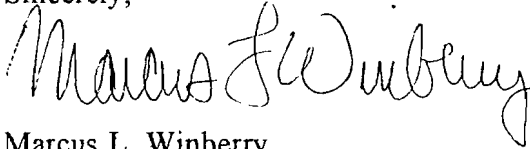
Based upon the information which I now have, it would appear that the annual taxes on just that portion of the land within the day workers assembly site would amount to several hundred dollars per year. I have been authorized to offer to amend the lease in order to require this additional payment as annual rental.

ML

Ms. Semands
February 15, 1994
Page 2

I look forward to hearing from you in the near future regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads "Marcus L. Winberry". The signature is written in black ink and is positioned above the typed name.

Marcus L. Winberry
City Attorney

MLW:sm
Enclosure

c: Mayor and City Council
✓Craig Lonon, City Administrator



Minutes
October 22, 1992
Page -2-

OFFICIAL ACTION OF THE CONROE CITY COUNCIL

INVOCATION - Councilman Billy Henry

CITIZENS' INQUIRY

Mr. Milton Blinka, 1011 Hillcrest, was present to advise Council that sewer had backed up twice into his home. His homeowner's insurance had covered everything but the \$770.00 deductible, and he has requesting the city to pay at least a portion of this cost.

Council referred the matter to the City Attorney, who advised them that the matter had already been turned over to the city's insurance carrier, and they had determined through their investigation that the city was not liable for the sewer backup.

PARADE PERMIT REQUEST - CONROE, FRIENDLY KIWANIS CLUB

Mr. Storey advised Council that the Kiwanis Club had requested a parade permit for the annual Christmas Parade to be held on Saturday, December 5, 1992. The police and fire departments reviewed the parade route and had no objections.

Councilwoman Smith moved to approve the request of the Conroe Friendly Kiwanis Club for a parade permit for December 5, 1992.

Councilman Bailey seconded the motion. It carried unanimously.

Councilman Henry abstained.

LEASE OF REAL PROPERTY - DAY WORKER ASSEMBLY

The City Attorney advised Council that his office was preparing a lease agreement for the concerned property, and would request that Council place it on the agenda for a future meeting.

Councilwoman Smith moved to approve authorizing a lease agreement between the City of Conroe and Ms. Jean C. Semands for lease of a day worker assembly area, and authorizing the City Attorney to prepare a lease document to be approved by Council.

Councilman Henry seconded the motion. The motion carried unanimously.

RECYCLING PROGRAM

After lengthy discussion, the consensus of the Council was to request proposals on the recycling program, due to the fact that some other commercial haulers felt they were not given enough notice to prepare a proposal for the program.

There was a motion by Councilwoman Smith to table the item pending a workshop to be held November 9, 1992.

Councilman Henry seconded the motion, and it carried unanimously.

Minutes
November 12, 1992
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STREET CLOSURE - CONT'D

There was a motion by Councilman Berwick to approve the temporary street closures as requested by Montgomery County.

Councilman Henry seconded the motion. It carried unanimously.

VARIANCE - MOBILE HOME ORDINANCE

Mr. Storey advised Council that a letter had been received from Mr. and Mrs. Richard Williams requesting that a mobile home be allowed to be placed on a lot at 1205 1/2 Peach Street due to a hardship situation.

After discussion, it was determined that the mobile home should be permitted for that location for a period of one year, and at that time the situation should be reevaluated for future permitting.

Councilman Bailey moved to approve granting a variance for a mobile home to be placed at 1205 1/2 Peach Street for a period of one year, and that the permit will be reevaluated at that time.

Councilwoman Smith made a second, and the motion carried unanimously.

9-1-1 REVISED OPERATING BUDGET

Council was advised that the operating budget as previously approved by them had been revised to remove the cost of relocating the 9-1-1 offices.

A motion was made by Councilwoman Smith to approve the revised 9-1-1 budget as submitted.

Councilman Bailey seconded. The motion carried unanimously.

VOLUNTARY ANNEXATION - GREEN ACRES SUBDIVISION

The City Attorney explained to Council that this annexation was to correct the previous annexation for these same property owners. The house is situated on two lots, and the previous annexation only took one lot into consideration.

A motion was made by Councilman Bailey to approve the request for annexation for Lot 1, Block 4, Green Acres Subdivision.

Councilman Berwick seconded the motion. It carried unanimously.

CODE AMENDMENT - CHAPTER 20

Mr. Storey advised Council that this item had been resolved and should be deleted from the agenda.

LEASE AGREEMENT - DAY WORKER ASSEMBLY SITE

The City Administrator advised Council that this agreement was prepared by the city's legal department and had been executed by the property owner.

Mr. Gavin Garrett was present to voice concerns he had regarding the assembly site. Discussion followed.

Minutes
November 12, 1992
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LEASE AGREEMENT - CONT'D

Councilwoman Smith moved to approve a lease agreement for the lease of land for the purposes of establishing and maintaining a day worker assembly point.

Councilman Henry made a second to the motion, and it carried unanimously.

REPEAL OF ORDINANCES - CONSUMPTION OF ALCOHOLIC BEVERAGES

The City Attorney discussed with Council two ordinances relating to open containers and the public consumption of alcoholic beverages. He advised that courts have held that these types of ordinances are invalid and may not be adopted by local city councils. His recommendation was that the ordinances be repealed.

Councilman Berwick moved to approve an ordinance repealing Ordinance Nos. 838-82 and 889-83.

Councilman Douglas seconded. The motion carried unanimously.

REGULATION OF PUBLIC CONSUMPTION OF ALCOHOL

Mr. Storey advised that a letter had been received from the City of Dallas asking cities to adopt a resolution supporting legislation allowing municipalities to regulate public consumption of alcohol in the 1993 TABC Sunset Bill. He pointed out that legislation of this nature would allow the cities to adopt ordinances such as the one's Council had just repealed.

A motion was made by Councilman Bailey to adopt a resolution supporting legislation regulating public consumption of alcohol by municipalities.

Councilman Henry seconded the motion. The motion carried unanimously.

RESOLUTION FIXING TIME OF SECOND REGULAR MONTHLY MEETING OF COUNCIL

There was a motion by Councilman Bailey to adopt a resolution fixing the time of the second regular monthly meeting of Council.

Councilwoman Smith made a second to the motion, and it carried unanimously.

AUTHORIZATION FOR BIDS

Councilman Douglas made a motion to authorize advertising for bids for vehicles and equipment.

Councilman Henry seconded. The motion carried unanimously.

APPOINTMENTS TO CONROE ARTS AND CULTURE

The Creighton Community Players notified Council that a replacement representative needed to be appointed to the Conroe Arts and Culture Commission from their organization. Mr. Storey advised Council that their recommendation was to appoint Mr. Jim Wiggins.

5. This lease may be terminated by either party at any time upon thirty (30) days written notice to the other party.

6. It is agreed that any and all improvements placed by LESSEE upon the leased premises shall remain the exclusive property of LESSEE, provided however, LESSEE shall remove any and all such improvements not later than thirty (30) days following the termination of this lease, and any and all such improvements located upon the leased premises following the expiration of such period shall vest in and become the property of LESSOR. Upon removal of any such improvements, LESSEE shall restore the property as nearly as possible to its original condition.


7. LESSEE shall be solely responsible for fire and extended coverage insurance upon any and all improvements which it may from time to time place or locate upon the leased premises. LESSEE shall provide public liability and property damage insurance for its operations upon the leased premises in the amount of One Million and no/100 Dollars (\$1,000,000.00), which policy shall name LESSOR as an additional named insured. LESSEE shall provide LESSOR with certificates of insurance evidencing the coverage herein required.

8. LESSEE has examined the premises and accepts the leased premises in their current condition as suitable for the intended use. It is agreed and understood that LESSEE shall be solely responsible for any and all required maintenance upon the leased premises and shall at all times maintain the leased premises in a good and clean condition, free of weeds, trash or other unsightly matter.

9. At no time shall LESSEE suffer or permit any lien or mortgage against the leased premises and shall promptly take any necessary action, including payment of any disputed sum, to obtain release thereof.

10. This lease shall not be assignable and shall be deemed automatically terminated upon any express, implied or constructive assignment by LESSEE, including but not limited to execution of any Deed of Trust conveying or purporting to convey any equitable interest of LESSEE in the leased premises.

11. Any notice required or authorized to be sent pursuant to this lease shall be deemed sufficient if mailed to the appropriate party by certified mail, return receipt requested, at the following address:

LESSOR

Jean C. Semands
1210 Wilson Road, Apt. K-1
Conroe, Texas 77301

LESSEE

City Administrator
City of Conroe
P. O. Box 3066
Conroe, Texas 77305

12. This agreement constitutes the exclusive agreement of the parties with respect to the subject matter hereof and may be amended only in writing executed by both parties hereto.

13. Exclusive venue of any claim or cause of action arising out of this agreement shall lie in the District Court of Montgomery County, Texas.

14. This agreement shall be construed in accordance with the laws of the State of Texas.

Signed and effective on the date hereinabove first set forth.

LESSEE

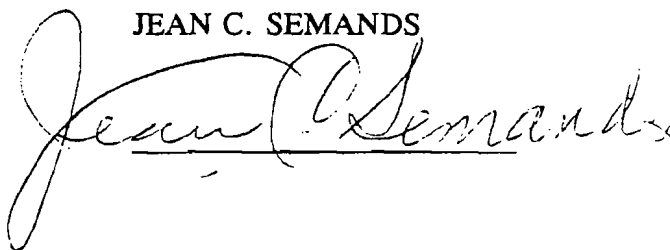
THE CITY OF CONROE, TEXAS



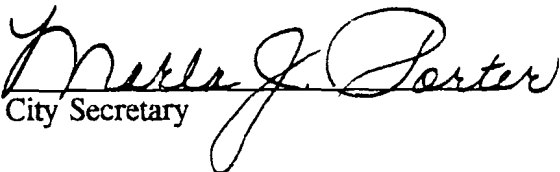
Mayor

LESSOR

JEAN C. SEMANDS



Attest:



City Secretary

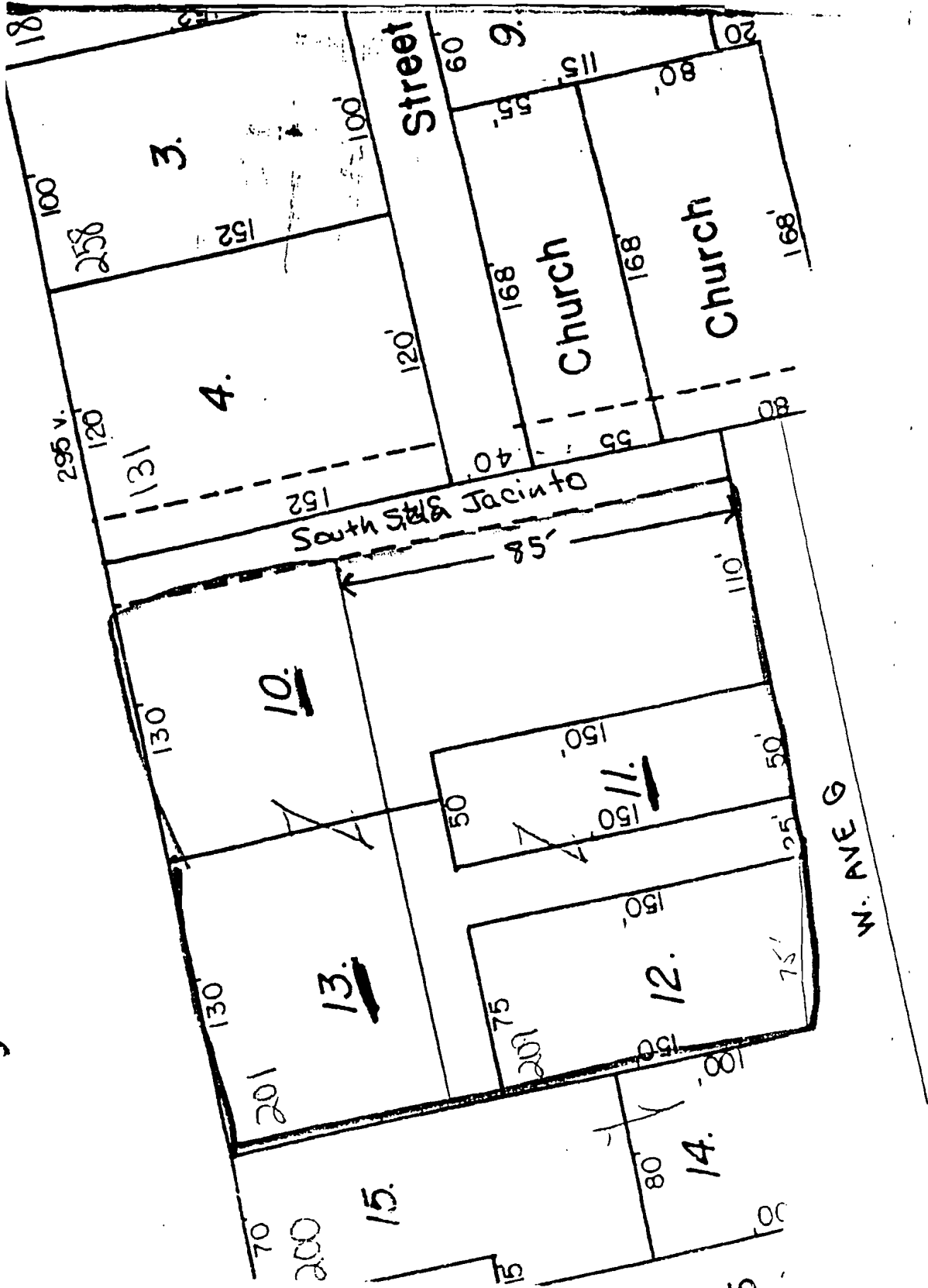


Exhibit A