

ORDINANCE NO. 2023-O-145

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AMENDING ORDINANCE 2021-O-189, WHICH AUTHORIZED A SPECIAL USE PERMIT A RESTAURANT SERVING ALCOHOL ON LOT 1, BLOCK 1, ROYAL OAKS SUBDIVISION, PHASE 1, LOCATED AT 110 WILLOW OAK STREET, SUITE 3 (2,386 SQUARE FEET) IN ORDER TO REMOVE FERNANDO CANSECO APPLICANT AND LOPEZ AND SONS INVESTMENT LIMITED LIABILITY COMPANY OWNER FOR THE TACO MAIS RESTAURANT AND REPLACE WITH LA TERRAZA LEASING, LIMITED LIABILITY COMPANY - REPUBLICA 359 RESTAURANT AS THE PARTIES TO WHOM THE PERMIT IS ISSUED, AND TO AMEND THE HOURS OF OPERATIONS AND SQUARE FOOTAGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received to amend the Executed Ordinance 2021-O-189, which authorized a Special Use Permit for a restaurant serving alcohol on Lot 1, Block 1, Royal Oaks Subdivision, Phase 1, located at 110 Willow Oak Street, Suite 3 (2,386 square feet) in order to remove Fernando Canseco applicant and Lopez and Sons Investment Limited Liability Company owner for the Taco Mais Restaurant and replace with La Terraza Leasing, Limited Liability Company - Republica 359 Restaurant as the parties to whom the permit is issued, and to amend the hours of operations and square footage; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 6, 2023; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, motioned to approve the special use permit amendment, however, due to a 4 to 4 tie vote, **the motion failed** of the issuance of the Special Use Permit Amendment; and,

WHEREAS, notice of the Special Use Permit Amendment request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on August 7, 2023, on the request and finds the Special Use Permit Amendment appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

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

Section 1: Ordinance 2021-O-189, which authorized a Special Use Permit (SUP) for a Restaurant Serving Alcohol, located on Lot 1, Block 1, Royal Oaks Subdivision, Phase 1, located at 110 Willow Oak Street, Suite 3 (2,386 square feet) in order to remove Fernando Canseco applicant and Lopez and Sons Investment Limited Liability Company owner for the Taco Mais Restaurant and replace with La Terraza Leasing, Limited Liability Company - Republica 359 Restaurant as the parties to whom the permit is issued, and to amend the hours of operations and square footage.

Section 2: The Special Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. ~~The Special Use permit is issued to Fernando Canseco applicant and Lopez & Sons Invest., LLC owner for the Taco Mais Restaurant, and is non-transferable.~~ The Special Use Permit is issued to La Terraza Leasing, LLC - Republica 359 Restaurant and is non-transferable.
2. ~~The Special Use Permit is restricted to Suite 3 and limited to 2,178 sf interior spaces as per site plan "Exhibit A", which is made part hereof for all purposes.~~ The Special Use Permit is restricted to Suite 3 and limited to 2,386 square feet as per site plan "Exhibit A", which is made part hereof for all purposes.
3. ~~24-78.3 Parking Space Formulas (2) Commercial/Services (v-v) Restaurant (1) Sit down restaurants Twelve (12) parking spaces per 1,000 sq. ft. Restaurant seating area is 1,958.31 therefore it will need 24 spaces minimum. Plus, the accommodation for 7 for employees and 1 parking for the company vehicle adding up to a total of 32 parking spaces.~~
4. ~~The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from 7:00 AM to 10 PM, Monday through Sunday.~~ The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Tuesday through Saturday from 12:00 pm to 2:00 am, Sunday 12:00 pm to 10:00 pm, and closed Monday.
5. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full-service menu.
6. The establishment must make provision to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
7. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
8. ~~Off street parking shall be provided in accordance with the City of Laredo Land Development Code.~~ Off-street parking shall be provided in accordance with the City of Laredo Land Development Code. The location of off-street parking spaces for commercial, industrial, or institutional uses shall be located not more than 1000 feet from the principal use.
9. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
10. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant load issued to SUP business holder.
11. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exist or exit discharges.
12. The restaurant shall go undergo an annual Fire Inspection.
13. All permits, licenses, certifications, and inspections require by the code and ordinance of the City of Laredo shall kept up to date and current including but not limited to Food Manager License, (annual) Food Handlers' Permit (annual) and certificate of Occupancy and Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.

14. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
15. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
16. Strobe lights, flashing lights and any other outdoor lighting designated to attract attention are prohibited.
17. The restaurant shall maintain and comply with the BLUE Handgun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
19. Owner shall comply with; Building, Health, Life, and Safety and all applicable codes and regulations as required.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12.12, entitled "Enforcement and Revocation of Special Use Permit Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit Revocation

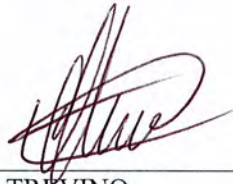
If it is determined based on inspection by the Planning Director or reasonable investigation by the City Manager, or his designee, that there exist reasonable grounds for revocation of a Special Use Permit, a public hearing shall be set before the Zoning Commission and the City Council.

- A. Circumstances that warrant revocation of an approved special use permit include, but shall not be limited to, any of the following:
 1. Any Violation of any of the conditions of the special use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
 2. A plea of guilty or no-contest to an offense that that occurs on the property for which the special use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;
 3. The building, premise, or land uses under the special use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate special use permit for such enlargement, modification, structural alteration or change;
 4. Violation of any provision of the site plan encompassing the property for which the special use permit was issue for, terms or conditions of a special use permit;
 5. The special use permit was obtained by fraud or with deception.
- B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council may revoke the special use permit, deny the revocation and allow the sue to continue, or deny the

revocation and amend the special use permit to attach conditions to assure that the terms, conditions and requirements of the special use permit be met.

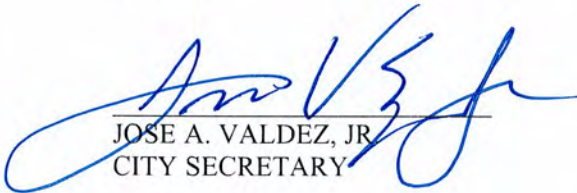
- C. Effect of revocation. Upon the effective date of the revocation, it shall be unlawful to undertake or perform any activity that was previously authorized by the special use permit. Any person, firm, or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2023.



DR. VICTOR D. TREVINO
MAYOR

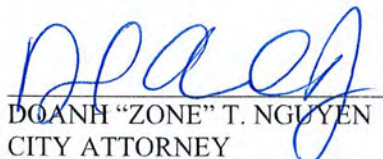
ATTEST:

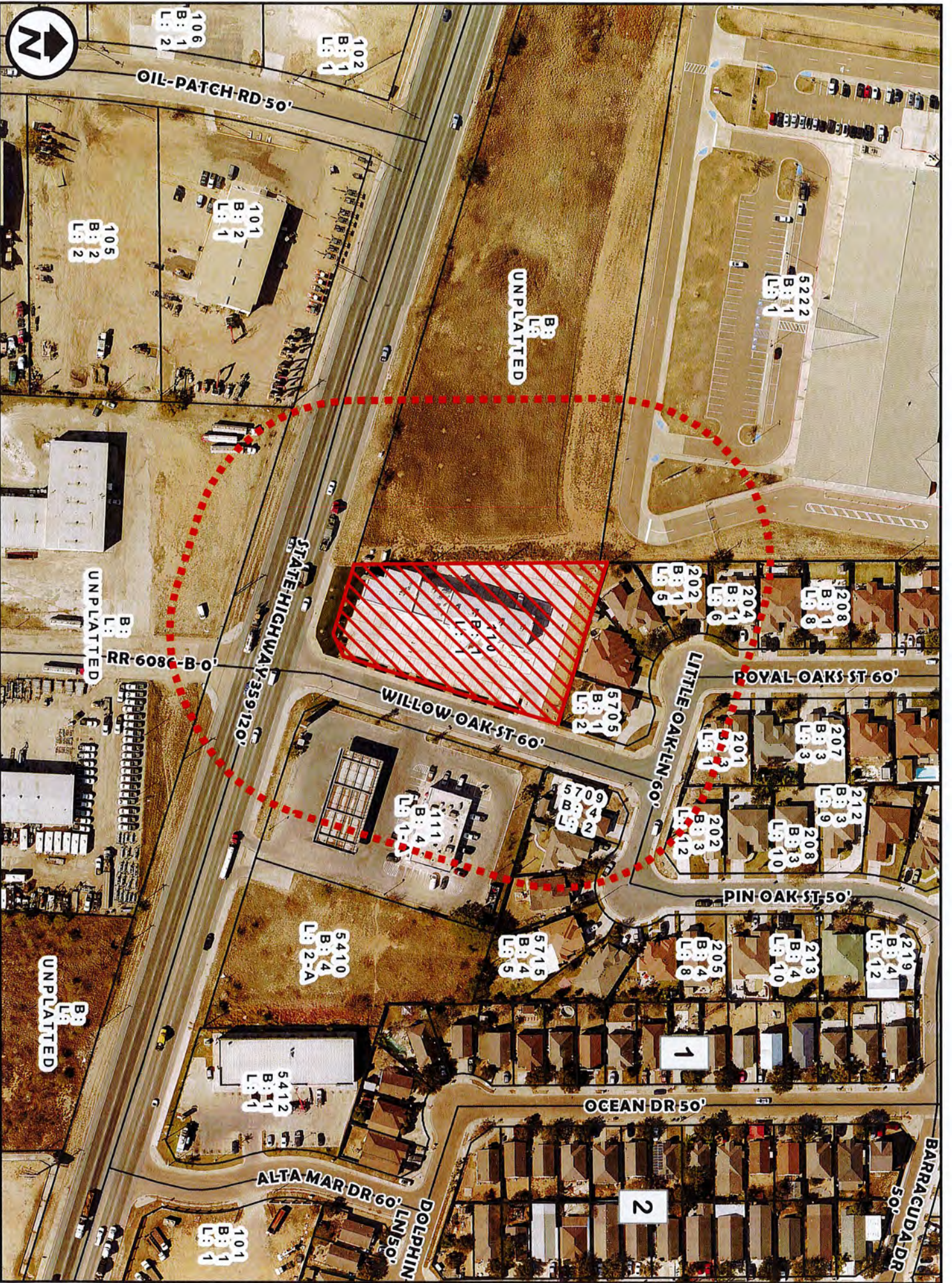


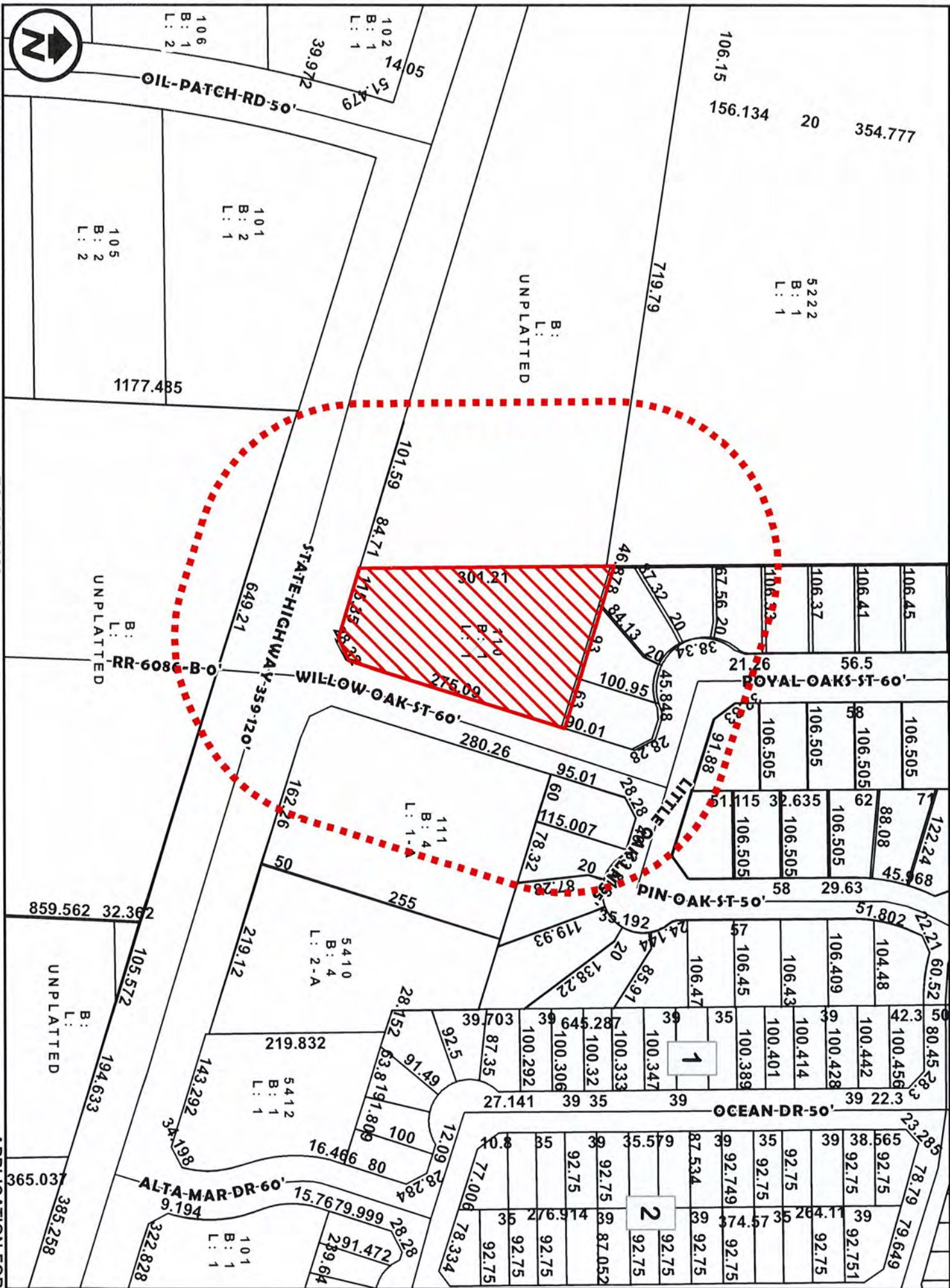
JOSE A. VALDEZ, JR.
CITY SECRETARY



APPROVED AS TO FORM:

For: 
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY



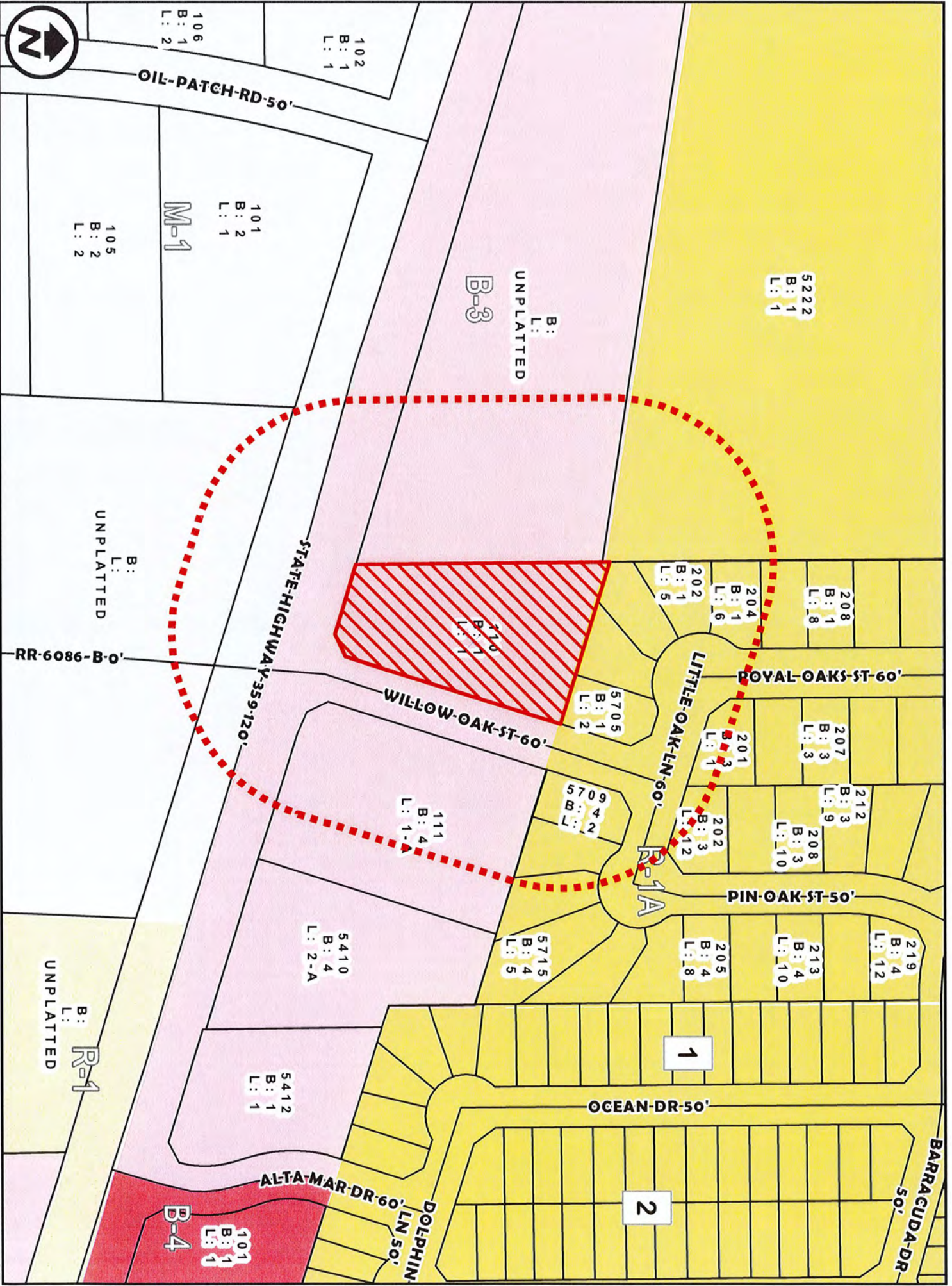


1 inch = 150 feet

ZONING MAP

ZC-068-2023
COUNCIL DISTRICT 3

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO



BARRACUDA-DR-50'

2

OCEAN-DR-50'

1

PIN-OAK-ST-50'

ROYAL-OAKS-ST-60'

LITTLE-OAK-LN-60'

WILLOW-OAK-ST-60'

STATE-HIGHWAY-359-120'

RR-6086-B-0

OIL-PATCH-RD-50'



5222
B: 1
L: 1

208
B: 1
L: 8

207
B: 3
L: 3

212
B: 3
L: 9

213
B: 4
L: 10

219
B: 4
L: 12

204
B: 1
L: 6

201
B: 3
L: 1

202
B: 3
L: 12

205
B: 4
L: 8

202
B: 1
L: 5

5709
B: 4
L: 2

5715
B: 4
L: 5

111
B: 4
L: 1-A

5410
B: 4
L: 2-A

5412
B: 1
L: 1

101
B: 1
L: 1

102
B: 1
L: 1

106
B: 1
L: 2

101
B: 2
L: 1

105
B: 2
L: 2

UNPLATTED
B:
L:

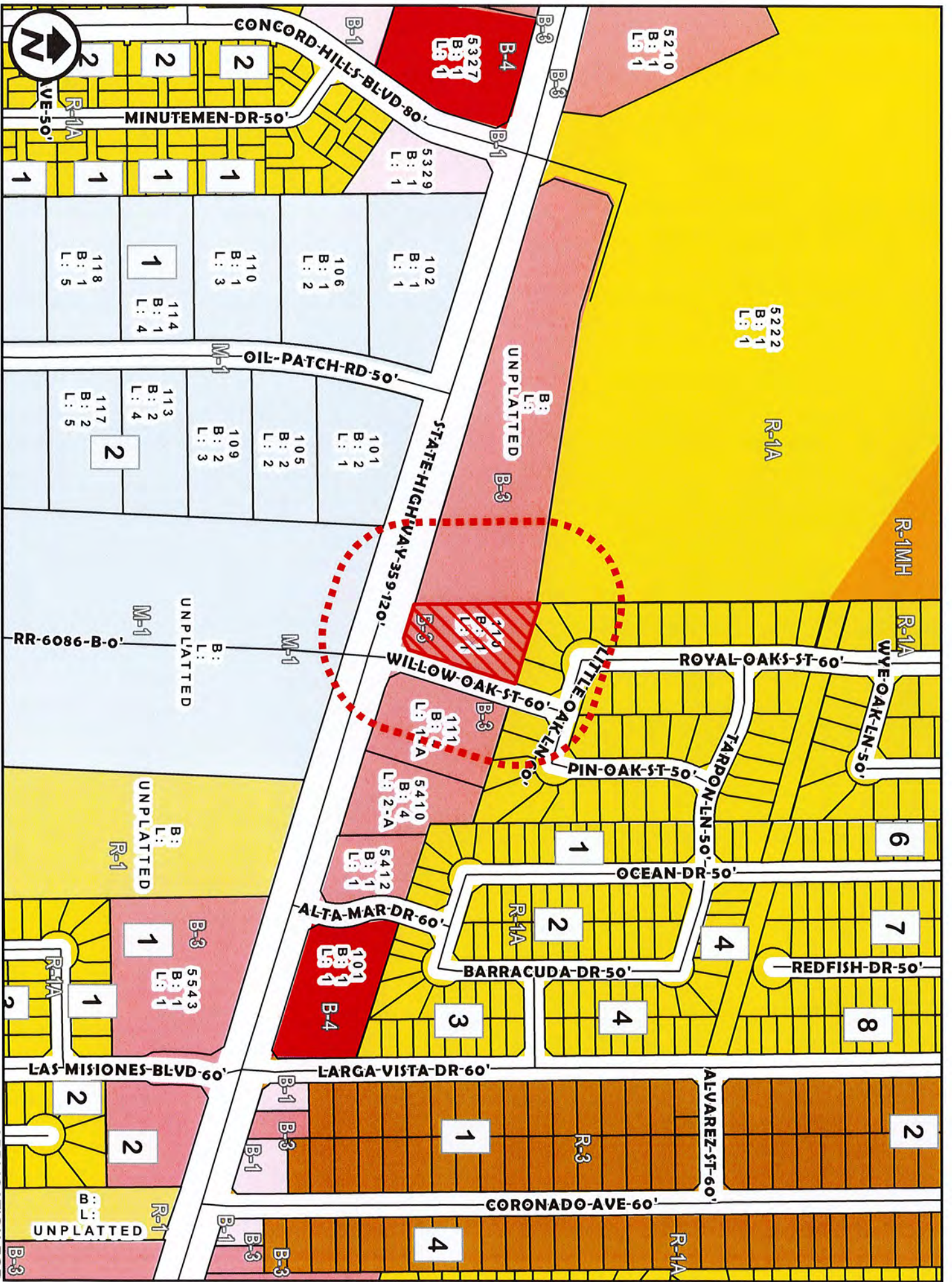
UNPLATTED
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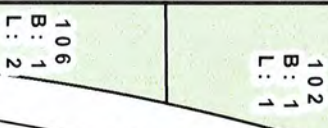
UNPLATTED
B:
L:

SURVEY MAP
1 inch = 150 feet

ZC-068-2023
COUNCIL DISTRICT 3

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO





106
B: 1
L: 2

105
B : 2
L : 2

B:
L:
LATTED

52222
B: 1
L: 1

●AKS-ST-60'

1

DAK-

1

10

2

WILLOW-OAK-ST-6

1111
B: 4
L: 1-4

5412
B: 1
L: 1

101
B: 1
L: 1

-RR-6086-B-o'

UNPLATTED

**APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO**

BARRACUDA-DR-50'

2

OCEAN-DR-50'

1

PIN-OAK-ST-50'

ROYAL-OAKS-ST-60'

LITTLE-OAK-LN-60'

WILLOW-OAK-ST-60'

STATE-HIGHWAY-359-120'

RR-6086-B-0

OIL-PATCH-RD-50'



5222
B: 1
L: 1

208
B: 1
L: 8

207
B: 3
L: 3

212
B: 3
L: 9
208
B: 3
L: 10

219
B: 4
L: 12

213
B: 4
L: 10

205
B: 4
L: 8

201
B: 3
L: 1

202
B: 3
L: 12

204
B: 1
L: 6
202
B: 1
L: 5

5705
B: 1
L: 2

5709
B: 4
L: 2

5715
B: 4
L: 5

111
B: 4
L: 1-A

5410
B: 4
L: 2-A

5412
B: 1
L: 1

101
B: 1
L: 1

102
B: 1
L: 1

106
B: 1
L: 2

101
B: 2
L: 1

105
B: 2
L: 2

UNPLATTED
B:
L:

UNPLATTED
B:
L:

UNPLATTED
B:
L:

200' NOTIFICATION
4 inch = 150 feet

ZC-068-2023
COUNCIL DISTRICT 3

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO

5

DESCRIPTION OF THE BUSINESS OPERATION

COMPANY NAME: LA TERRAZA LEASING LLC

RESTAURANT NAME: REPUBLICA 359

ADDRESS: 110 WILLOW OAK, SUITE #3 LAREDO TEXAS 78043

PROPOSED ACTIVITIES: FULL SERVICE RESTAURANT

TYPE: MEXICAN FOOD

HOURS OF OPERATION: 12:00 PM – 2:00 AM

NUMBER OF EMPLOYEES: 20 - 25

NUMBER OF VEHICLES: 50

DUE TO THE GROWTH SOUTH OF THE CITY OF LAREDO TEXAS THE OWNERS FROM LA REPUBLICA CANTINA DE MEXICO LOCATED ON 3402 E DEL MAR BLVD STE 220 DECIDED TO OPEN A NEW RESTAURANT

MEXICAN FOOD SIMILAR TO THE REPUBLICA CANTINA DE MEXICO BUT WE SOME NEED PLATES AND ALSO NEW DRINKS

OWNER: DAVID A MARTINEZ

316 MANOR RD LAREDO TEXAS 78041

OWNER: JESUS JASSO

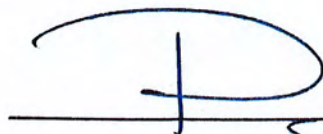
8303 DEER RIDGE BLVD LAREDO TEXAS 78045



MAY-31-2023

I, David A Martinez from La Terraza Leasing LLC requesting to amend the Ordance Number#2021-O-189 in the next topics:

- I will like to request the issuance of the Special Use Permit be removed from Fernando Canseco applicant and Lopez & Sons Inves LLC owner for the Taco Mais Restaurant to La Terraza Leasing LLC – Republica 359 Restaurant
- Related to the sqft we are going to change from 2,178 to 2,386 sqft
- Amend the operations hours from 7:00 am - 10:00 pm Monday through Sunday to Tuesday to Saturday from 12:00 pm to 2:00 am and Sunday 12:00 pm to 10:00 pm. Monday will be close


5-31-2023
David A Martinez





Estancia Events Laredo

Estancia Events

Address: 110 Willow Oak St, Laredo Texas 78043

OFFICE HOURS:

- MONDAY TO FRIDAY: 10:00 AM - 7:00 PM
- SATURDAY: 10:00 AM - 3:00 PM
- SUNDAY - CLOSED

EVENTS HOURS:

- THURSDAY - FRIDAY - SATURDAY 7:00 PM - 12:00 AM

Note: The events hours is base as avergare from the last months



YOUR
DEO
ILLANCE



ZC-068-2022

PROPOSED



CONDITIONAL / SPECIAL USE PERMIT

Rest
Serving
Alcohol

FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

COMMERCIAL LEASE

Date: **July 31, 2023**

Landlord: **FIRST TRIPLE R LTD**

Landlord's Mailing Address: **315 Calle Del Norte, Suite 201
Laredo, Webb County, Texas 78041**

Tenant: **LA REPUBLICA**

Tenant's Mailing Address: **3420 E. Del Mar Blvd. Ste 22
Laredo, Webb County, Texas 78041**

Premises:

Street address/suite: **State Highway 359
Laredo, Webb County, Texas 78043**

Base Rent (monthly): **FIVE HUNDRED AND NO/100THS (\$500.00) DOLLARS**

Term: **2 Year (24) Months**

Commencement Date: **August 1, 2023**

Termination Date: **July 31, 2025**

Permitted Use: Lessee will use the Leased Premises only in the conduct of a parking lot, unless Lessor shall give Lessee prior written consent for any different use.

Amount of Liability Insurance: **\$500,000.00**

Property:

TENANT ACKNOWLEDGES THAT TENANT IS SOLELY LIABLE FOR INSURANCE UNDER THIS LEASE AGREEMENT, INCLUDING MULTI-PERIL COMMERCIAL INSURANCE FOR PROPERTY, LIABILITY, AND ANY AND ALL CONTENTS OF THE PREMISES, WORKERS, COMPENSATION AND ANY AND ALL OTHER PREMISES OR BUSINESS LIABILITY THAT MAY ACCRUE AS A RESULT OF TENANT'S OCCUPANCY. TENANT AGREES TO HOLD LANDLORD HARMLESS AGAINST ANY DAMAGES OF CLAIMS FOR DAMAGES (INCLUDING CLAIM WHICH MAY BE ASSERTED ALLEGING DAMAGES RESULTING FROM LANDLORD'S OWN NEGLIGENCE) AND TO INDEMNIFY LANDLORD FROM ANY CLAIMS, COSTS, DAMAGES, OR EXPENSE (INCLUDING ATTORNEY'S FEES) RESULTING FROM TENANT'S OCCUPANCY OF THE PREMISES UNDER THIS LEASE.

Guarantor(s): _____

"Rent" means base rent plus any other sums of money due Landlord by Tenant.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Tenant" means Tenant and its agents, employees, invitees, licensees, or visitors.

"Essential Services" means heating, ventilating, air conditioning, water, and utility connections reasonably necessary for occupancy of the premises for the use stated above.

LEASE CLAUSES AND COVENANTS

A. TENANT AGREES TO:

1. Lease the premises for the entire term beginning on the commencement date and ending on the termination date.
2. Accept the premises being currently suitable for Tenant's intended use.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the premises, including the rules and regulations of the building adopted by Landlord.
4. Pay monthly, in advance, on the first day of the month, the base rent to Landlord at Landlord's address.
5. Pay, as additional rent, all other sums due under this lease.

6. Pay a late charge of **(5%) percent per annum** of any rent not received by Landlord on the tenth day of the month in which the rent is due.
7. Pay for all utility services used by Tenant and not provided by Landlord.
8. Pay-Tenant's prorated share of any utility services provided by Landlord.
9. Allow Landlord to enter the premises to perform Landlord's obligation to inspect the premises and show the premises to prospective purchasers or tenants so long as it does not interfere with Tenant's business.
10. Repair, replace, and maintain any part of the premises in a safe and sanitary condition at all times. That Landlord is not obligated to repair, replace, or maintain, normal wear excepted.
11. Repair any damage to the premises caused by Tenant.
12. Submit in writing to Landlord any request for repairs, replacements, and maintenance that are the obligations of Landlord.
13. Maintain public liability insurance for the premises and the conduct of Tenant's business, naming Landlord as an additional insured, in the amounts stated in the basic lease terms and definitions.
14. Maintain insurance on Tenant's personal property.
15. Deliver certificates of insurance to Landlord before the commencement date and thereafter when requested.
16. Indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, expenses, or claims arising out of use of the premises.
17. Vacate the premises on termination of Lease.
18. Pay all ad valorem taxes against the Tenant's property on the premises.
19. Respect the common areas of the property and the rights of the other tenants and users of adjacent warehouse facilities. Tenant recognizes that the parking lot and docking areas are common areas to be used by all the tenants of the property. Tenant shall not disturb the peaceful tenancy of the other tenants of the premises, and shall not encroach onto the dock area or parking lot area beyond the areas immediately adjacent to tenant's space to the detriment of the other tenants of the premises.
20. Maintain the premises in a clean and orderly manner and to clean up and properly dispose of any trash, storage or building materials.

21. Smoking is strictly prohibited on the premises and/or common areas and/or parking lot.
22. Tenant may erect and maintain only such signs, awnings and canopies as have been previously approved in writing by Landlord. Tenant will insure and maintain any sign, awning or canopy in good condition, repair and operating order at all times. If Tenant's sign is damaged or inoperative, Tenant will commence to repair such sign within 5 days after receipt of notice from Landlord. Landlord, at Landlord's option, may repair or remove such sign at Tenant's expense upon the failure of Tenant to commence such repairs timely.

B. TENANTS AGREE NOT TO:

1. Use the premises for any purpose other than that stated in the basing lease terms and definitions.
2.
 - (a) Create a nuisance;
 - (b) Interfere with any other tenant's normal business operations or Landlord's management of the building;
 - (c) Permit any waste; or
 - (d) Use the premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the property;
 - (e) Use the premises for the storage of any pornographic or sexually oriented materials, or to conduct any business which may be classified by the City of Laredo as an "adult" or sexually oriented business.
3. Alter the premises.
4. Allow a lien to be placed on the premises.
5. Assign this lease or sublease any portion of the premises without Landlord's written consent.

C. LANDLORD AGREES TO:

1. Lease to Tenant the premises for the entire term beginning on the commencement date and ending on the termination date, or upon thirty (30) days written notice.
2. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of building.

3. Provide normal utility service connections to the building.
4. Repair, replace, and maintain the (a) roof, (b) foundation, (c) parking and common areas, (d) structural soundness of the exterior walls, doors, corridors, windows, and other structures or equipment serving the premises.
5. Return the security deposit to Tenant, less itemized deductions, if any, within thirty days after the termination of lease.

D. LANDLORD AGREES NOT TO:

1. Interfere with Tenant's possession of the premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

E. TENANT AGREES TO THE FOLLOWING PROVISIONS:

1. **ALTERNATIONS.** Any physical additions or improvements to the premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the premises to the condition existing at the commencement date, normal wear excepted.
2. **ABATEMENT.** Tenant's covenant to pay rent and Landlord's covenant are independent of each other. Except as otherwise provided, Tenant shall not be entitled to abate rent for any reason.
3. **RELEASE OF CLAIM/SUBROGATION.** Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the premises, the building, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.
4. **NOTICE TO INSURANCE COMPANIES.** Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.
5. **CASUALTY/TOTAL OR PARTIAL DESTRUCTION.** (a) If the premises are damaged by casualty and can be restored within ninety (90) days, Landlord will, at its expense, restore the premises to substantially the same condition as they existed before the casualty. If Landlord fails to complete restoration within ninety (90) days from the date of written notification by Tenant to Landlord of the casualty, Tenant

may terminate his lease by written notice to Landlord. (b) If the premises cannot be restored within (90) days, Landlord has an option to restore or not to restore. If Landlord chooses to restore, he will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten (10) days. If Tenant does not terminate this lease, it shall continue and Landlord shall restore premises as provided in (a) above. (c) To the extent the premises are untenantable after the casualty and the damage was not caused by Tenant, the rent will be adjusted as may be fair and reasonable. (d) If the premises are damaged by casualty as outlined above and the casualty and/or damage was caused by Tenant's negligence, gross negligence and/or intentional conduct, Tenant shall reimburse Landlord for all out-of-pocket expenses or damages incurred by Landlord to restore the premises whether the lease with Tenant is terminated or not.

6. CONDEMNATION/SUBSTANTIAL OR PARTIAL TAKING. (a) If the premises cannot be used for the purpose contemplated by this lease, because of condemnation or purchase in lieu of condemnation, this lease will terminate. (b) If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will at Landlord's expense, restore the premises, and the rent payable during the unexpired portion of the term will be adjusted as may be fair and reasonable. (c) Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.
7. DEFAULT BY LANDLORD/EVENTS. Defaults by Landlord are (a) failing to comply with any provisions of this lease within thirty (30) days after written notice.
8. DEFAULT BY LANDLORD/TENANT'S REMEDIES. Tenant's remedies for Landlord's default are terminate this lease as sole and exclusive remedy.
9. DEFAULT BY TENANT/EVENTS. Defaults by Tenant are (a) failing to pay timely rent, (b) abandoning or vacating a substantial portion of the premises, or (c) failing to comply within ten (10) days after written notice with any provisions of this lease other than the defaults set forth in (a) and (b) above or failing to failing to comply with any other obligation under this Lease.
10. DEFAULT BY TENANT/LANDLORD'S REMEDIES. Landlord's remedies for Tenant's default are to (a) enter and take possession of the premises, after which Landlord may relet the premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the premises and perform Tenant's obligations; or (c) terminate this lease and sue for damages. In any event, Landlord may evict or lock-out Tenant for Tenant's default under any of the covenants of this lease, and may lock Tenant out without notice of any kind for failure to pay rent, by complying with any requirements for commercial tenancies under the Texas Property Code.

11. **DEFAULT/WAIVER/MITIGATION.** It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease. Landlord and Tenant have a duty to mitigate damages.
12. **SECURITY DEPOSIT.** If Tenant defaults, Landlord may use the security deposit, if any, to pay arrears of rent, to repair any damage or injury, or to pay any expenses or liability incurred by Landlord as a result of the default.
13. **HOLDOVER.** If Tenant does not vacate the premises following termination of this lease, Tenant shall be a Tenant at will and shall vacate the premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the term.
14. **ALTERNATIVE DISPUTE RESOLUTION.** Landlord and Tenant shall submit in good faith to mediation before filing a suit.
15. **ATTORNEY'S FEES.** If either party retains an attorney to enforce this lease, the prevailing party is entitled to recover reasonable attorney's fees.
16. **VENUE.** Venue is in the county in which the premises is located.
17. **ENTIRE AGREEMENT.** This lease, together with the attached **Exhibits and Riders**, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to the expressly mentioned exhibits and riders not incorporated in writing in this lease.
18. **AMENDMENT TO LEASE.** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.
19. **LIMITATION OF WARRANTIES.** There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly states in this lease.
20. **NOTICES.** Any notice required by this lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to Landlord and Tenant at their addresses.
21. **ABANDONED PROPERTY.** Landlord may retain, destroy, or dispose of any property left on the premises at the end of the term.
22. **ARBITRATION.** Landlord and Tenant agree that, following mediation, all unresolved issues shall be resolved by binding arbitration. Absent an agreement to

use other rules, the arbitration will be controlled by the American Arbitration Association's Commercial Arbitration Rules.

23. ADVERTISEMENT OF PREMISES. During the last thirty (30) days, Landlord may place a sign on the premises advertising the premises for rent or sale at any time.
24. EXTENSION OPTION. Before the end of the 6 months, Tenant shall have the option to extend the term of this lease for 6 months upon both parties' written agreement.

Landlord and Tenant agree to the following:

- (a) During the additional term the lease shall continue as written, except that the rentals shall be increased as follows:
- (b) The option to extend for the additional term shall be exercised by a written notice delivered to Landlord sixty (60) days before the termination date.

LANDLORD: FIRST TRIPLE R LTD

By: (signature): Ricardo Lopez

Printed Name: Ricardo Lopez

Title: Managing Partner Date: 7/31/23

TENANT: LA REPUBLICA

By: (signature): David A. Martinez

Printed Name: David A. Martinez

Title: Member Date: 08-01-23

City Council-Regular

Meeting Date: 08/21/2023

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Lopez & Sons Investments, LLC, Owner; David A. Martinez, Applicant; Luis Eduardo Hernandez, Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

2023-O-145 Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2021-O-189, which authorized a Special Use Permit for a restaurant serving alcohol on Lot 1, Block 1, Royal Oaks Subdivision, Phase 1, located at 110 Willow Oak Street, Suite 3 (2,386 square feet) in order to remove Fernando Canseco applicant and Lopez and Sons Investment Limited Liability Company owner for the Taco Mais Restaurant and replace with La Terraza Leasing, Limited Liability Company - Republica 359 Restaurant as the parties to whom the permit is issued, and to amend the hours of operations and square footage.

ZC-068-2023

District III

PREVIOUS COUNCIL ACTION

- On October 4, 2021, the City Council approved of a special use permit for a restaurant serving alcohol.
- On July 31, 2023, the City Council tabled the item.
- On August 7, 2023, the City Council approved of a special use permit amendment for a restaurant serving alcohol.

BACKGROUND

Council District: III - Cm. Melissa R. Cigarroa

Proposed use: Restaurant Serving Alcohol (Republica 359)

Site: The site is currently occupied by a commercial structure that includes Estancia Events and the proposed restaurant (Republica 359).

- On October 4, 2021, the City Council approved of a special use permit for a restaurant serving alcohol.

The proposed amendments for Ordinance 2021-O-189 are as follows:

- **Permit Issuance:** The removal of Fernando Canseco applicant and Lopes & Sons Inves., LLC owner for the Taco Mais Restaurant and replacing with La Terraza Leasing LLC - Republica 359 Restaurant.
- **Square footage:** The square footage will be increasing to 2,386 square feet from 2,178 square feet.

- **Hours of operation:** Amend the hours of operation from 7:00 am to 10:00 pm, Monday through Sunday to Tuesday to Saturday from 12:00 pm to 2:00 am, Sunday 12:00 pm to 10:00 pm, and Monday will be closed.

Surrounding land uses: To the north of the site is Little Oak Lane, Royal Oaks Street, and single family reduced area uses. To the east of the site is Willow Oak Street and Stripes Convenience Store. To the south of the site is State Highway 359, Ranch Road, and Elite Freight Services, LLC. To the west of the site is primarily vacant undeveloped land and Senator Judith Zaffirini Elementary School.

Comprehensive

Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Use.

<https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39>

Transportation Plan: The Long Range Thoroughfare Plan identifies State Highway 359 as an Expressway, but does not identify Willow Oak Street.

www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 18 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning and Zoning Commission motioned to approve the special use permit amendment. However, due to a 4 to 4 tie vote, **the motion failed.**

STAFF RECOMMENDATION

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those restaurants located in R-O, B-1, or B-3 districts that wish to serve alcoholic beverages. The property is in a B-3 (Community Business District) zoning district.

Staff **does not support** the proposed special use permit:

1. The proposed use does not meet the required parking requirement as per the Laredo Land Development Code Section 27.78.3.
 - Total required parking spaces (including proposed restaurant and commercial plaza) = 109 parking spaces
 - Proposed restaurant requires = 29 parking spaces
 - Remaining commercial plaza requires = 80 parking spaces
 - Actual amount identified on site plan = 87 parking spaces
2. The hours of the existing uses overlap with the proposed use, thus resulting in joint use parking ineligibility.

If approved, Staff recommends the continuance of the following provisions from the existing 2021-O-189, except the removal of the permit issuance to Fernando Cancseco applicant and Lopez & Sons Invest. LLC owner for the Taco Mais Restaurant and the addition of the La

Terraza Leasing, Limited Liability Comany - Republica 359 Restaurant and amending the hours of operations and square footage:

1. ~~The Special Use permit is issued to Fernando Canseco applicant and Lopez & Sons Invest., LLC owner for the Taco Mais Restaurant, and is non-transferable. The Special Use Permit is issued to La Terraza Leasing, LLC - Republica 359 Restaurant and is non-transferable.~~
2. ~~The Special Use Permit is restricted to Suite 3 and limited to 2,178 sf interior spaces as per site plan "Exhibit A", which is made part hereof for all purposes. The Special Use Permit is restricted to Suite 3 and limited to 2,386 square feet as per site plan "Exhibit A", which is made part hereof for all purposes.~~
3. ~~24-78.3 Parking Space Formulas (2) Commercial/Services (v v) Restaurant (1) Sit down restaurants - Twelve (12) parking spaces per 1,000 sq. ft. Restaurant seating area is 1,958.31 therefore it will need 24 spaces minimum. Plus, the accommodation for 7 for employees and 1 parking for the company vehicle adding up to a total of 32 parking spaces.~~
4. ~~The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from 7:00 AM to 10 PM, Monday through Sunday. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Tuesday through Saturday from 12:00 pm to 2:00 am, Sunday 12:00 pm to 10:00 pm, and closed Monday.~~
5. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full-service menu.
6. The establishment must make provision to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
7. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
8. ~~Off-street parking shall be provided in accordance with the City of Laredo Land Development Code. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code. The location of off-street parking spaces for commercial, industrial, or institutional uses shall be located not more than 1000 feet from the principal use.~~
9. Additional parking spaces shall be provided on Lot 2A, Block 4, Replat of Lot 1, Block 4 into Lots 1A & 2A, Block 4, located at 5410 State Highway 359 Street, for the off-street parking location for commercial, industrial, or institutional uses located not more than 1000 feet from the principal use as per the City of Laredo Land Development Code for the duration of the Special Use Permit.
10. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
11. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant load issued to SUP business holder.
12. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exist or exit discharges.
13. The restaurant shall go undergo an annual Fire Inspection.
14. All permits, licenses, certifications, and inspections require by the code and ordinance of the City of Laredo shall kept up to date and current including but not limited to Food Manager License, (annual) Food Handlers' Permit (annual) and certificate of Occupancy and Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.

15. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
16. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
17. Strobe lights, flashing lights and any other outdoor lighting designated to attract attention are prohibited.
18. The restaurant shall maintain and comply with the BLUE Handgun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
19. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
20. Owner shall comply with; Building, Health, Life, and Safety and all applicable codes and regulations as required.

Staff **does not support** the application.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Maps

Narrative

Site Plan

Tenant List

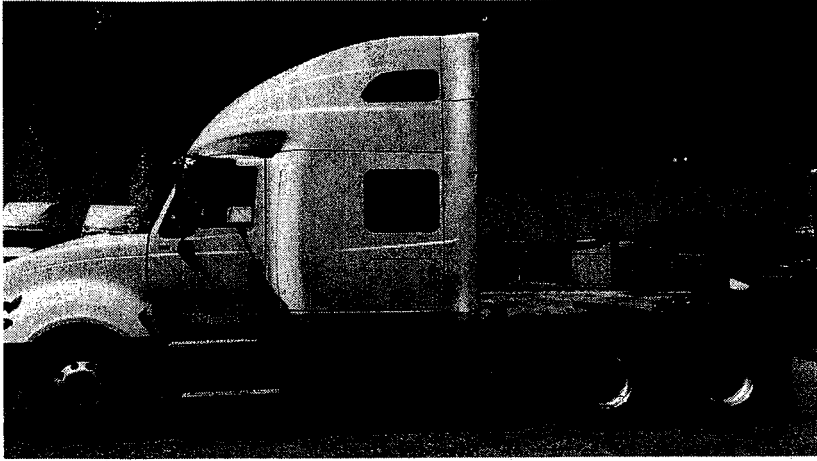
Ordinance 2021-O-189

Zone Change Signage

Lease Contract

Final Ordinance

118 Pro Star Condo N13 Motor



**Auto Trans, 500-600K
Miles, \$32,900.**

Call Jesse (956) 237-0624

157

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ORDINANCE NO. 2023-O-146

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 113,159.62 SQUARE FEET (2.5978 ACRES) BEING ALL OF BLOCK NUMBER ONE THOUSAND SEVEN HUNDRED THIRTEEN (1713), PART OF BLOCK NUMBER ONE THOUSAND SEVEN HUNDRED EIGHTY TWO (1782) AND THE RIGHT-OF-WAY OF NEW YORK, BETWEEN THESE TWO BLOCKS, AS RECORDED IN VOLUME 7, PAGE 15 OF WEBB COUNTY, PLAT RECORD, IN THE EASTERN DIVISION, CITY OF LAREDO, WEBB COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED IN METES AND BOUNDS IN ATTACHED EXHIBITS A AND D TO THAT CERTAIN WARRANTY DEED DATED NOVEMBER 8, 2016 FROM THE CITY OF LAREDO TO LAREDO - WEBB NEIGHBORHOOD HOUSING SERVICES INCORPORATED, RECORDED NOVEMBER 15, 2016, AS DOCUMENT NO 1281296, VOLUME 4143, PAGE 565 OF THE OFFICE OF THE COUNTY CLERK OF WEBB COUNTY, TEXAS, LOCATED AT APPROXIMATELY 300 ARKANSAS AVENUE, FROM R-2 (MULTI - FAMILY RESIDENTIAL DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

L-57

ORDINANCE NO. 2023-O-145

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AMENDING ORDINANCE 2021-O-189, WHICH AUTHORIZED A SPECIAL USE PERMIT A RESTAURANT SERVING ALCOHOL ON LOT 1, BLOCK 1, ROYAL OAKS SUBDIVISION, PHASE 1, LOCATED AT 110 WILLOW OAK STREET, SUITE 3 (2,386 SQUARE FEET) IN ORDER TO REMOVE FERNANDO CANSECO APPLICANT AND LOPEZ AND SONS INVESTMENT LIMITED LIABILITY COMPANY OWNER FOR THE TACO MAIS RESTAURANT AND REPLACE WITH LA TERRAZA LEASING, LIMITED LIABILITY COMPANY - REPUBLICA 359 RESTAURANT AS THE PARTIES TO WHOM THE PERMIT IS ISSUED, AND TO AMEND THE HOURS OF OPERATIONS AND SQUARE FOOTAGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

L-56



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Laredo Morning Times



is seeking a

Special Sections Editor

Position Description:

As a part of LMTeamAdvertising, Special Section Editor reports to General Manager and produces regularly a variety of content to reach numerous audiences :

Dvino, LMT Kids, Salud, Dvino Living, Ask Us About Laredo, and many one-time opportunities to highlight achievements, such as annual Readers Choice.

We prefer a journalism or communications degree and a few years of related experience. Competitive income and outstanding benefits from the Hearst Corporation, one of nation's leading communications companies.

Email your resume to General Manager, Adriana Devally:

arodriguez-devally@lmtonline.com.

NO PHONE CALLS, PLEASE.