

**ORDINANCE NO. 2016-O-102**

**AN ORDINANCE APPROVING THE ADOPTION OF A PET AGREEMENT FOR ALL SINGLE-FAMILY UNITS MANAGED ON BEHALF THE CITY OF LAREDO'S AIRPORT FEDERAL ACQUISITION REGULATION (FAR) PART 150 NOISE COMPATIBILITY PROGRAM AND THE JOSE A. FLORES DUPLEXES LOCATED AT THE OLD AIR FORCE BASE; SETTING FORTH THE TERMS AND CONDITIONS BY WHICH TENANTS SHALL BE ALLOWED TO KEEP A MAXIMUM OF TWO (2) PETS PER LEASED UNIT; ESTABLISHING A NON-REFUNABLE ONE HUNDRED (\$100.00) DOLLAR SECURITY DEPOSIT FEE EFFECTIVE OCTOBER 1, 2016; PRESCRIBING OTHER MISCELLANEOUS REQUIREMENTS FOR ADMINISTRATION AND ENFORCEMENT OF THE AGREEMENT; PROVIDING FOR INDEMNIFICATION OF THE LAREDO MUNICIPAL HOUSING, ITS AGENTS, AND EMPLOYEES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Laredo Municipal Housing (LMH) currently owns and manages the Jose A. Flores Duplexes and other dwelling units that have been acquired through its Airport Noise Compatibility Program; and

**WHEREAS**, LMH seeks to provide a pet friendly environment at these properties by permitting existing tenants to keep up to a maximum of two (2) pets (dogs or cats only) within each leased unit subject to the terms and conditions outlined in the pet agreement; and

**WHEREAS**, the City Council finds that the one hundred dollar (\$100.00) pet owner fee shall be in addition to the standard security deposit, and will not limit the tenant's liability for property damages or personal injury; and

**WHEREAS**, the City Council finds that adoption of these rules shall balance the interests of the pet owners with other tenants and protect the interest of the health, welfare and safety of all residents.


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


**Section 1:** The Pet Agreement attached hereto as **Exhibit A** is hereby adopted and approved for incorporation as an addendum to be made part of the Lease Contract for existing and future tenants requesting to keep pets at the Jose A. Flores Apartments or within one of the leased units acquired through the Airport Noise Compatibility Program.

**Section 2:** The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent.

**Section 3:** This ordinance shall take effect immediately from and after its passage, and publication of the caption, as the law and charter in such case provide.


**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS**  
15 DAY OF August, 2016.

  
PETE SAENZ, MAYOR

ATTEST:   
HEBERTO "BETO" L. RAMIREZ  
ACTING CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO  
CITY ATTORNEY

  
KRISTINA K. LAUREL HALE  
FIRST ASSISTANT CITY ATTORNEY



**PET AGREEMENT  
LEASE CONTRACT ADDENDUM**

*Please note: LMH considers pets a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your pet, you will be held liable for any resulting damage or disturbance.*

**A. LEASE CONTRACT**

This PET AGREEMENT between **Laredo Municipal Housing** (hereinafter referred to as "LMH") and \_\_\_\_\_ (hereinafter Lessee) is attached as an addendum and made a part of the Lease Contract dated \_\_\_\_\_ for the Property located at \_\_\_\_\_.

**B. PET AUTHORIZATION**

- 1) **Pet Policy.** No more than a maximum of two (2) pets are permitted to be kept in any dwelling unit. Allowable pets are limited to those that have been identified in a duly executed Pet Agreement and whose mature growth does not exceed 18 inches in height or weigh more than 30 pounds. Dogs and Cats must have the proper inoculations, licenses and chips required by law. Vaccines must be up to date and be given by a licensed veterinarian certified to practice in the State of Texas. Written proof of vaccinations for each pet must be provided to LMH before pet(s) may be kept in the dwelling unit. No dog or cat that has previously demonstrated any threatening behavior or that has been designated as dangerous by the Director of the Laredo Animal Care Services Department is permitted. One fish tank limited in size to 5 gallons or less is allowed on the premises and will count as one pet. No other type of pet, including but not limited to, any mammal, reptile, bird, rodent, or insect, may be brought by any person into the dwelling unit.
  
- 2) **Limited Consent.** Lessee may keep only the pet(s) described below in the dwelling unit until the Lease Contract expires or is otherwise lawfully terminated. The pet(s) described below may not be substituted any other animal unless express written authorization has been first obtained to by LMH. A picture of each pet permitted shall be taken within thirty (30) days of the signing of this Pet Agreement and kept on file. LMH reserves the right to terminate its consent at any time upon a reasonable belief that there has been a violation of any of the terms in the Lease Contract or this Pet Agreement.
  
- 3) **Description of Pets.** LMH agrees to allow Lessee to keep the following pet(s) at the dwelling unit:

**Pet 1.**

Name: \_\_\_\_\_  
Type: \_\_\_\_\_  
Color: \_\_\_\_\_  
Gender: \_\_\_\_\_  
Age: \_\_\_\_\_  
Weight: \_\_\_\_\_  
Chip/License No: \_\_\_\_\_  
Pet Owner: \_\_\_\_\_

**Pet 2**

Name: \_\_\_\_\_  
Type: \_\_\_\_\_  
Color: \_\_\_\_\_  
Gender: \_\_\_\_\_  
Age: \_\_\_\_\_  
Weight: \_\_\_\_\_  
Chip/License No. \_\_\_\_\_  
Pet Owner: \_\_\_\_\_

- 5) When a work order is requested, animal must be properly and safely secured so that LMH staff can enter the work premise and safely do their work.
- 6) Pet(s), other than support animals, are not permitted into offices, other dwelling units, or in other facilities of LMH property.
- 7) Pet(s) must be fed and watered. Lessee must maintain the yard in a clean manner and properly dispose of animal droppings on a daily basis.
- 8) Pet(s) may not be brought inside the unit. Do not leave animal food or water outside the dwelling unit at any time, except in fenced yards for your pet's exclusive use.
- 9) Pet(s) must be kept on a leash and under your supervision when outside the dwelling or any private fenced area. Any animals found outside the dwelling area or on the street will be reported to the Health Department's Animal Control Unit in order for the animal(s) to be picked up at your own expense.
- 10) Lessee is prohibited from letting an animal defecate or urinate in any area of the LMH complex other than Lessee's own yard.
- 11) **TENANTS OF NOISE ABATEMENT PROPERTIES: IF YOU HAVE AN AUTHORIZED PET ON YOUR LEASED PREMISES, YOU MUST, AT YOUR EXPENSE, INSTALL A FENCE APPROVED BY LMH AROUND THE AREA DESIGNATED BY LMH MANAGEMENT. When vacating the unit, fence will not be removed without authorization from LMH management. In addition, if removal of the fence is authorized, all holes must be properly filled with dirt. Inspection by LMH will be necessary when fence is removed. If not properly removed, and holes not properly filled with dirt, a fee will be assessed to your account.**

#### **E. DEFAULT**

Each resident who signed the Lease Contract shall be required to sign this Pet Agreement. Lessee, all residents, and all guests of the dwelling unit shall be required to comply with the pet rules and provisions contained herein. Should any rule or provision of this Pet Agreement be violated, Lessee, upon written notice from LMH or LMH's representative, shall immediately (within forty eight (48) hours) and permanently remove the pet(s) from the dwelling unit. LMH shall have all other rights and remedies allowed by law, including damages, eviction and/or attorney's fees.

#### **F. COMPLAINTS**

Lessee agrees to immediately and permanently remove the pet(s) from the premises should LMH's Executive Director receive a reasonable complaint about the pet(s) from a neighbor or other resident, and it will be within the sole discretion of LMH's Executive Director to determine if the pet(s) have disturbed the rights, comforts, or conveniences of neighbors or other Residents.

**FOR LESSEE(S)  
(ALL AUTHORIZED RESIDENTS MUST SIGN)**

**BY:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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**FOR LAREDO MUNICIPAL HOUSING**

**BY:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ELSA HINOJOSA, Executive Director**

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**Exhibit A**  
(Lease Agreement)

**Exhibit B**  
Picture of Pet(s)

**Exhibit C**  
Immunization record(s)

**Exhibit D**  
Chapter 6, Laredo Code of Ordinances