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49TH JUDICIAL DISTRICT

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COUNTIES OF

WEBB



ZAPATA

P.O. BOX 1343
LAREDO, TEXAS 78042-1343
AREA CODE (210) 721-2420
721-2421
721-2430

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Office of the Attorney General
Opinion Committee
P.O. Box 12548
Austin, Texas 78711-2548

Opinion Committee

To the Opinion Committee:

The Webb County District Attorney's Office was contacted by the Webb Consolidated Independent School District (hereinafter "WCISD" or the "school district") with a question about whether certain activities tentatively planned by the WCISD will invoke criminal penalties under §§ 232.036-.037 of the Texas Local Gov't Code. Consequently, this is a formal request by this office for an Attorney General's Opinion pursuant to § 402.043 of the Texas Government Code.

Issue:

Are the statutes under the Local Government Code pertaining to subdivisions that are designed to prevent the creation of 'colonias' also applicable to school districts not engaged in the enterprise of selling and leasing property in the ordinary course of their business and who place manufactured homes on their property as residential quarters for their employees.

Facts:

The WCISD operates the Oilton Elementary School, Bruni Middle School, and Bruni High School in Bruni and Oilton, Webb County, Texas, a community that lies outside the limits of any incorporated municipality. Bruni and Oilton are rural communities that generally hires instructors from outside its community to teach in the school district. However, the two communities are beset by a housing shortage. In order to attract teachers to the school district, the WCISD has traditionally provided housing for some of its teachers in manufactured homes situated on school district property. Anticipating a need to provide more housing for teachers who may be relocated to the school district in the future, the WCISD is making tentative plans to place additional manufactured homes on its property. The school district charges a nominal rental fee to

the teachers living in the manufactured home to help defray its expense in maintaining the premises. Exhibit "A".

On one occasion in the past, the school district had difficulty obtaining utility services for its manufactured homes because it was perceived as setting up a "subdivision" that must meet the requirements of § 232.021 et seq. before utility connections are permissible. Consequently, the WCISD's ability to bring teachers to the school district were hampered in the 1995 to 1996 school year, and the school district is concerned that it may lose new teachers if it is unable to provide them with functioning residential quarters in the future.

Arguments & Authorities:

The Local Government Code strictly regulates the activity of entities who subdivide property outside the limits of a municipality, such as requiring them to file plats of the subdivided land with county authorities. Tex. Local Gov't Code §§ 232.001 et seq. For certain counties within Texas, subdividing activity is more specifically governed by §§ 232.021 et seq. Webb County in particular falls within the description of an "affected county" that is regulated by the latter statutes, because it lies within 50 miles of an international border and has a per capita income and unemployment rate that has varied from the state average for three consecutive years by 25 percent or more. § 232.021(1). See Exhibit "B" (statistics supplied by the Texas Workforce Commission).

It is this office's position that § 232.021 et seq. does not govern the activity conducted by the WCISD. The definitions under subchapter B are noteworthy. A "subdivider" is an entity that owns an interest in land and subdivides the land into lots as part of a common promotional plan in the ordinary course of its business. § 232.021(13). While the school district has rented out the manufactured homes as part of a scheme to provide residential quarters for its employees, such activity is not part of the ordinary course of the school district's business, as its primary task is to run a school district and educate students, not to engage in the enterprise of selling or renting subdivided property.

Also, while the school district does charge a nominal rent for the use of these homes, the school district does not derive a profit from such rental payments and deems these quarters akin to a fringe benefit for teachers who would otherwise have difficulty finding housing in the school district. Exhibit "C".

A "subdivision" is an area of land that has been subdivided into lots for sale or lease. § 232.021(14). "Subdivide" means to divide the surface area of land into lots intended primarily for residential use. § 232.021(12). A "lot" is a parcel into which land that is intended for residential use is divided. § 232.021(7). The property of the school district has not been "subdivided" into separate lots for each of the manufactured homes. Although the teachers may rent a manufactured home from the school district, the teachers are not renting a particular surface area of the school district's land. None of the property has been demarcated with specific property lines so as to give the land

distinguishable “lots” and provide the teachers with defined leasehold interests. The homes are not separated by fences or walls. Therefore, the placement of manufactured homes on school district property for the purpose of providing residential quarters to teachers as described herein is not tantamount to the creation of a subdivision governed by § 232.021 et seq.

The statutory notes to § 232.021 shed light on the legislative intent behind the platting requirements. According to these notes, the legislature found that:

- (1) economically distressed subdivisions commonly called ‘colonias’ are found throughout the affected counties . . .
- (4) the residents of the economically distressed subdivisions in the affected counties constitute an unusually mobile population, moving to all parts of the state and beyond the state to seek employment;
- (5) these conditions allow unscrupulous individuals, through the use of executory contracts, to take advantage of the residents of economically distressed subdivisions by charging usurious rates of interest as well as allowing unbridled discretion to evict;
- (6) the vast majority of housing units in these economically distressed subdivisions lack an adequate potable water supply and concomitant wastewater or sewer services

Acts of 1995, 74th Leg., ch. 979, sec. 4. A colonia has further been defined as “a geographic area located in a county some part of which is within 150 miles of the international border of this state and that: (A) has a majority population composed of individuals and families of low income and very low income, . . . and meets the qualifications of an economically distressed area” Clearly, §§ 232.021 et seq. was enacted to prevent the abuse associated with colonias and the exploitation of low income people living in colonias, a situation entirely different from the objectives of the school district here.

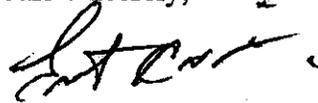
Any efforts by county authorities to broaden the scope of the law to apply to entities who set up manufactured homes on their property for non-commercial purposes would flout the legislative intent behind the statute and impose an undue burden on such entities. For example, under §§ 232.021 et seq., a subdivider must prepare a plat of its intended subdivision which defines the parcel by metes and bounds and provide dimensions for each lot. The plat must further certify that the subdivision meets state standards regarding water, sewer, electrical, and gas standards as well as provide adequate drainage. § 232.023. The plat must further be approved by the commissioners of the county where the subdivision is located, and meet local standards regarding drainage and adjacent roads, rights of way, and shoulders. § 232.024-.025. Clearly, the legislature did not intend for the law to be applied so broadly so as to impose such onerous requirements on the non-commercial activity of a school district in providing employee housing on its land.

Conclusion:

The statutes prohibiting the formation of colonias do not apply to and govern activities conducted by non-commercial entities such as the WCISD. The school district is not engaged in the selling or leasing of land as part of the ordinary course of its business. It does not separate its land into defined "lots" for the tenants of its manufactured homes. Moreover, it does not derive a profit from its leasing activities. Thus, it is not creating a "subdivision" so as to impose the platting and other requirements of §§ 232.021 et seq.

These statutes were enacted to prevent the formation of colonias; they were not intended to regulate the non-commercial activity of a school district. The WCISD's housing situation is obviously distinguishable from situations wherein property developers enter into executory contracts with economically disadvantaged individuals with the nefarious goal of cheating them. The school district provides residential quarters for its employees who would otherwise not be able to find housing in the district. Broadening the scope of the law to apply to entities not engaged in property development in the ordinary course of their business would be unreasonable and unduly burdensome.

Yours sincerely,



Ernie Cavazos
Assistant District Attorney

EXHIBIT
IA

RESIDENTIAL LEASE

FOR USE WITHOUT BROKER MANAGEMENT SERVICES & IN CONJUNCTION
WITH EXCLUSIVE RIGHT TO LEASE FORM
(NOT SUITABLE FOR CONDOMINIUMS)

1. **PARTIES:** This agreement between WEBB CONSOLIDATED INDEPENDENT SCHOOL DISTRICT hereinafter called Owner, and _____ hereinafter called Tenant (the Parties), whereby Owner leases to Tenant, and Tenant leases from Owner, the

2. **PROPERTY:** Address _____
Lot _____ Block _____ New City Block _____ County _____
Block _____ Subdivision _____
located within the City of _____,
State of Texas, including the following non-real items _____
_____ or as shown on attached Schedule A, all of the above hereinafter called Property.

3. **TERM:** For a period of _____, beginning on the _____ day of _____, 19____, and ending on the _____ day of _____, 19____ (Primary Term). This Lease shall automatically renew on a month-to-month basis at the end of the Primary Term, unless written notice of termination is given by either of the Parties thirty (30) days or more before the termination of the Primary Term or of any extension or renewal of this Lease.

4. **RENT:** In the amount of \$ _____ per month (Rent) made payable to WEBB CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, P. O. Box 206, Bruni, TX 73844, in advance without demand or a grace period, on or before the _____ day (Due Date) of each month during the Term of this Lease. Receipt is hereby acknowledged on the pro-rated Rent in the sum of \$ _____, for Rent to the first Due Date. Rent paid after Due Date is delinquent, and Default provisions herein shall apply. At the option of the Owner, Tenant shall additionally pay (i) a late charge of \$ _____ per day for payments received after the Due Date, until Rent is paid in full (ii) \$ _____ for each check dishonored by Tenant's bank for any reason (iii) \$ _____ per day charge, payable daily, for any pet the Tenant permits on the Property without Owner's written consent. Payment of Rent shall be an independent covenant, and all monies received by Owner shall be applied first to non-Rent obligations of Tenant, then to Rent, regardless of notations on checks. At Owner's option, Owner may at any time require that all Rent and other sums be paid in either cash, money order, or one monthly check rather than multiple checks.

5. **USE OF PROPERTY:** The Property shall be used as a single family private dwelling only, with the total number of adults and children residing therein not to exceed _____. Tenant shall not (i) sublet or assign any part of the Property (ii) repair any vehicle on the Property without permission in writing (iii) conduct any business of any type, including child care, on the Property (iv) permit more than _____ vehicles (including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles and boats) on the Property unless authorized by Owner in writing. Non-operative vehicles shall not be stored on the Property.
6. **CLEANING CHARGE:** Tenant agrees to pay on execution of this contract a non-refundable cleaning charge of \$ _____. The charge does not relieve the tenant of the responsibility to maintain and clear the Property as required by Owner.
7. **SECURITY DEPOSIT:** Tenant agrees to pay on execution of this contract a security deposit (Deposit) of the last month's Rent of this Lease, for the faithful performance of the terms and conditions of this contract by Tenant. This Deposit shall not be construed as Rent, and any attempt of Tenant to withhold the payment of the last month's Rent on the grounds the Deposit serves as security for unpaid Rent, is a violation of V.T.C.A. Property Code § 93.108. Tenant shall not be entitled to any interest on the Deposit, and Owner is authorized to place the Deposit in an interest bearing account with interest accruing to Owner.
8. **DEPOSIT DEDUCTIONS:** There shall be deducted from the Deposit unpaid sums due under this Lease (i) Rent including late charges (ii) utilities (iii) cleaning, damages and required repairs to the Property or its contents beyond reasonable wear and tear (iv) replacing unreturned keys and/or change of locks (v) cost of removing unauthorized locks (vi) removing, storing Abandoned property (vii) removing Abandoned or illegally parked vehicles (viii) cost of pest control if required by Owner (ix) or other charges provided for herein or agreed to by the Parties. Any balance of the Deposit shall be refunded to Tenant by mail within thirty (30) days of the date Tenant surrenders the Property and keys and delivers Tenant's forwarding address to Owner in writing in accordance with state law. Owner shall provide Tenant a written report of any deductions. If deductions exceed the Deposit, Tenant agrees to pay Owner the amount due within ten (10) days of notice to Tenant by Owner.
9. **NOTICE REQUIRED:** Tenant agrees to give Owner written notice of intent to vacate the Property at least thirty (30) days prior to the expiration of the Term of this Lease or any extension thereof. Failure to do so shall

entitle Owner to retain the entire amount of the Deposit as provided by state law.

10. **HOLDING OVER:** If Tenant fails to vacate the Property at the end of the Term, or on an agreed move out date, Tenant shall (i) pay Rent for the holdover period at a rate of \$ _____ per day to be due and payable at the Owner's designated address (ii) indemnify Owner, prospective tenants or purchasers, for damages, including lost Rent, profits from lost sale, lodging expenses and attorney's fees.
11. **ABANDONMENT:** If Tenant (i) is absent from the Property for five (5) consecutive days while in Default of this agreement (ii) has been evicted by judicial process (iii) leaves personal property after the termination of the Lease, the Property and its contents may be deemed by Owner to be abandoned (Abandoned). Owner or his agents may peaceably enter the Property and remove its contents in accordance with V.T.C.A. Property Code § 54.044. Further, Owner or his agents are authorized to collect a charge for packing, removing, storage and sale costs of the personal property that has been removed from the Property and are authorized to sell or otherwise dispose of the personal property so removed in accordance with V.T.C.A. Property Code § 54.045.
12. **LIEN:** A contractual lien to secure payment of unpaid Rent that is due is hereby granted Owner on all personal property of Tenant, except that property which is exempted by V.T.C.A. Property Code § 54.042. Owner or his agents are authorized to seize such property if same can be accomplished without a breach of the peace. Further, Owner or his agents are authorized to collect a charge for packing removing, storage and sale costs of any property seized, and are authorized to sell or dispose of the property seized in accordance with V.T.C.A. § 54.045.
13. **RENT ACCELERATION:** In the event the Tenant, prior to the end of the Term of this Lease, or any extension or renewal thereof, (i) Abandons the Property, or (ii) gives Owner written or oral notice of intent to move prior to the end of the Lease Term, or (iii) is judicially evicted, thereupon all remaining monthly Rent for the full Term of this Lease shall be accelerated automatically without notice, and shall immediately become due and payable.
14. **DEFAULT:** If Tenant shall default in the prompt payment of the Rent or any other sums due hereunder, Abandons the Property, fails to occupy the Property within five (5) days of the beginning date of this Lease, or violates any of the terms of this Lease, all future Rent shall be accelerated and become immediately due and payable, and Owner at his option may terminate Tenant's right to occupancy by giving

Tenant a three (3) day written notice to vacate, delivered either in person or by first class mail, and shall have the right to file a Forcible Entry and Detainer suit in the proper court for possession. After giving such notice, or filing suit for possession, Owner may accept payment for sums due hereunder without waiving or diminishing Owner's right to proceed against Tenant for eviction, property damages, past or future Rent, or other sums due hereunder. Owner may report any unpaid sums due hereunder, breaches of this Lease or property damages, to credit reporting agencies for addition to Tenant's credit files.

15. **RESPONSIBILITY FOR PROPERTY CONDITIONS:** Tenant accepts the Property in its present condition subject to any conditions discovered which could materially affect the health and safety of ordinary persons. No implied warranties have been made by Owner or his agents regarding the condition of the Property and no agreements have been made regarding future repairs unless specified in this Lease. Owner has provided locks and smoke detector(s) required by law. Any additional locks or smoke detectors desired by Tenant may be installed at Tenant's expense only after written approval of Owner. When installed, any additional items shall become the property of the Owner.

Tenant shall use reasonable diligence in the care of the Property and shall be responsible for (i) any cost of correcting sewer stoppage caused by his use (ii) supplying and changing heating and air conditioning filters at monthly intervals (iii) supplying and replacing light bulbs and smoke detector batteries (iv) maintaining the yard including the shrubbery (v) prompt removal of trash from the Property and any alley (vi) eliminating any conditions that may be dangerous to health and safety (vii) damages to doors, windows, screens or other items not caused by negligence of Owner (viii) cost of pest control except for wood-destroying insects (ix) taking precautions to preclude broken water pipes due to freezing (x) lost or misplaced keys (xi) damages resulting from Tenant's failure to promptly notify Owner of needed repairs (xii) maintenance of the following in good working order at Tenant's expense: _____

Tenant shall NOT (i) make any repairs or alterations to the Property without written permission of Owner (ii) remove any part of the Property for any purpose (iii) remove, change or re-key any lock without permission of Owner (iv) make holes in the woodwork, floors or walls except that a reasonable number of small nails may be used to hang pictures in sheet-rock walls and grooves of paneling (v) permit any water furniture in the Property without written permission of Owner (vi) install new or additional telephone or cable outlets without written permission of Owner (vii) paint, refinish or redecorate any part of the Property without written

permission of Owner.

At the termination of this Lease, Tenant agrees to surrender the Property in the same conditions as when received, reasonable wear and tear expected.

16. **OWNER'S RESPONSIBILITY FOR REPAIRS:** All requests by Tenant for repairs to be made by Owner must be in writing except those caused by fire, interruption of utilities or such other emergency. Owner shall have the right to temporarily discontinue utilities and the use of any fixtures or appliances by the Tenant in order to perform repairs or maintenance or to avoid damage to the Property. Owner shall act with due diligence but shall not be obligated to make repairs on other than a business day except in the case of an emergency. No deductions shall be allowed in the Rent during reasonable periods of repair to the Property and the Lease shall remain in full force. If, in the opinion of the Owner, the Property is substantially damaged by fire or other disaster, the Owner may terminate this Lease upon reasonable notice to Tenant. The Rent, in this event, shall be pro-rated to the date of termination and deposits refunded less lawful deductions.
17. **UTILITIES:** Unless otherwise specified herein, all charges and deposits for utilities will be paid by Tenant. ~~Owner~~ ^{TENANT} agrees to pay for the following utilities: _____
18. **LIABILITY:** Owner or Owner's agents shall not be liable to Tenant, his guests, invitees or other occupants, for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption or utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, or other occurrences unless such damage or injury is caused by the gross negligence of Owner or his agents. Tenant agrees to notify Owner immediately of any dangerous potentially dangerous conditions on or about the Property. Owner recommends that Tenant secure insurance coverage for protection against such liabilities and losses.
19. **MILITARY:** If Tenant is or becomes a member of the Armed Forces on extended active duty and receives permanent change of station (PCS) orders to leave the County wherein the Property is located, or is relieved from active duty, then Tenant may terminate this Lease upon giving thirty (30) days written notice and attaching a certified copy of the military orders. Orders permitting base housing do not constitute grounds for termination.
20. **POSSESSION:** This Lease is conditioned upon Owner being able to secure possession of the Property, and if Owner is unable to deliver possession of the Property on the agreed date for

any reason, Tenant's right of possession shall be delayed for not more than _____ days, after which the Lease shall be null and void without liability on the part of the Owner and/or Broker and any Security Deposit will be promptly refunded. If Tenant's possession is delayed within the allowable period, the Primary Term dates will be changed accordingly.

21. **RELATED DOCUMENTS:** Incorporated into this Lease are the following documents (if checked):

Tenant's Rental Application
/ / Move-In Rental Inspection
/ / Pet Agreement
/ / Owner's Rules and Regulations
/ / Owner's Furniture Inventory
/ / _____

All Tenant's statements in the Tenant's Rental Application are material representations relied upon by Owner, any misrepresentations shall constitute a breach of this Lease and Owner may terminate this Lease.

22. **INSPECTION:** Owner, Owner's agents or other persons specifically authorized by Owner, may enter the Property by reasonable means at reasonable times without notice, to (i) inspect the Property (ii) make repairs (iii) show the Property to prospective tenants or purchasers (iv) exercise a contractual lien.
23. **PETS:** Tenant shall not permit any pet on the Property, even temporarily, unless otherwise agreed to by Owner in writing.
24. **NUISANCE:** The conduct of Tenant, members of their family, guests, invitees, or other occupants shall not be unlawful, disorderly or boisterous or in any manner create a nuisance, and shall not disturb the rights of others near the Property. If provided, Owner's written Rules and Regulations are hereby made a part of this Lease, and violation of the Rules and Regulations by Tenant or other occupants of the Property shall be deemed a violation of this Lease.
25. **ATTORNEY'S FEES:** The Owner's agent and/or any signatory of Lease agreement who is the prevailing party in any legal proceeding against any other signatory under or with relation to this Lease or this transaction shall be additionally entitled to recover court costs, reasonable attorney fees, and all other out-of-pocket costs of litigation, including depositions, travel and witness costs, from the nonprevailing party.
26. **SPECIAL PROVISIONS:**

27. **SAVING CLAUSE:** Should any clause of this instrument be found to be invalid by a court of law, the remainder of this instrument shall not be affected thereby, and all other provisions of this instrument shall remain valid and enforceable to the fullest extent permitted by law.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE. THIS PROPERTY IS OFFERED WITHOUT RESPECT TO RACE, COLOR, CREED, SEX OR NATIONAL ORIGIN. The Parties hereto agree that this Lease contains all the agreements between them, that no oral agreements have been made and this Agreement may be altered only by an agreement in writing signed by all Parties hereto. Tenant acknowledges receipt of a copy of this Lease and all Related Documents.

Executed in multiple originals this the ____ day of _____, 19____.

WEBB CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT OWNER

TENANT

BY: _____

TENANT

Designated address for Owner's notices & payment of Rent:

Address for Tenant's notices:

P. O. BOX 206
BRUNI, TX 78344

EXHIBIT "B"

TEXAS LABOR FORCE ESTIMATES ACTUAL SERIES (1970-Current) Revised 3/96

MONTH	YEAR	CIVILIAN LABOR FORCE	EMPLOYMENT	UNEM- PLOYMENT	UNEM RATE
JANUARY	1994	9,209,000	8,528,400	680,600	7.4
FEBRUARY	1994	9,200,700	8,547,200	653,500	7.1
MARCH	1994	9,245,600	8,631,800	613,800	6.6
APRIL	1994	9,289,000	8,707,000	582,000	6.3
MAY	1994	9,309,100	8,724,100	585,000	6.3
JUNE	1994	9,535,500	8,836,000	699,500	7.3
JULY	1994	9,566,200	8,922,500	643,700	6.7
AUGUST	1994	9,479,000	8,880,000	599,000	6.3
SEPTEMBER	1994	9,416,400	8,833,200	583,200	6.2
OCTOBER	1994	9,439,500	8,903,900	535,600	5.7
NOVEMBER	1994	9,475,700	8,925,800	549,900	5.8
DECEMBER	1994	9,464,300	8,935,400	528,900	5.6
AVERAGE	1994	9,385,800	8,781,300	604,500	6.4
JANUARY	1995	9,395,900	8,788,500	607,400	6.5
FEBRUARY	1995	9,382,900	8,814,200	568,700	6.1
MARCH	1995	9,426,000	8,885,500	540,500	5.7
APRIL	1995	9,449,300	8,922,500	526,800	5.6
MAY	1995	9,482,200	8,942,900	539,300	5.7
JUNE	1995	9,713,400	9,047,700	665,700	6.9
JULY	1995	9,727,400	9,105,700	621,700	6.4
AUGUST	1995	9,650,000	9,062,100	587,900	6.1
SEPTEMBER	1995	9,597,300	9,019,400	577,900	6.0
OCTOBER	1995	9,638,200	9,088,400	549,800	5.7
NOVEMBER	1995	9,686,000	9,106,500	579,500	6.0
DECEMBER	1995	9,662,700	9,113,800	548,900	5.7
AVERAGE	1995	9,567,600	8,991,400	576,200	6.0
JANUARY	1996	9,620,300	8,979,000	641,300	6.7
FEBRUARY	1996	9,617,600	9,017,200	600,400	6.2
MARCH	1996	9,636,200	9,066,600	569,600	5.9
APRIL	1996				
MAY	1996				
JUNE	1996				
JULY	1996				
AUGUST	1996				
SEPTEMBER	1996				
OCTOBER	1996				
NOVEMBER	1996				
DECEMBER	1996				
AVERAGE	1996				

Fax Transmittal Memo

of Pages

To: Peter Bagley	From: Kruse
Co.:	Co.: TWC
Dept.:	Phone # 5124632843
Fax # 214-723-2025	Fax #

NCFX14

TEXAS LABOR FORCE ESTIMATES
ACTUAL SERIES (1970-Current) Revised 3/96

MONTH	YEAR	CIVILIAN LABOR FORCE	EMPLOYMENT	UNEM- PLOYMENT	UNEM RATE
JANUARY	1990	8,510,300	7,913,700	596,600	7.0
FEBRUARY	1990	8,505,100	7,920,000	585,100	6.9
MARCH	1990	8,520,400	7,980,500	539,900	6.3
APRIL	1990	8,528,300	8,016,000	512,300	6.0
MAY	1990	8,558,200	8,043,700	514,500	6.0
JUNE	1990	8,742,400	8,134,100	608,300	7.0
JULY	1990	8,733,600	8,172,300	561,300	6.4
AUGUST	1990	8,660,500	8,127,700	532,800	6.2
SEPTEMBER	1990	8,620,400	8,091,600	528,800	6.1
OCTOBER	1990	8,638,600	8,143,600	495,000	5.7
NOVEMBER	1990	8,696,700	8,154,600	542,100	6.2
DECEMBER	1990	8,675,100	8,158,000	517,100	6.0
AVERAGE	1990	8,615,800	8,071,300	544,500	6.3
JANUARY	1991	8,579,000	7,992,500	586,500	6.8
FEBRUARY	1991	8,597,000	8,011,700	585,300	6.8
MARCH	1991	8,637,600	8,078,800	558,800	6.5
APRIL	1991	8,650,300	8,105,900	544,400	6.3
MAY	1991	8,682,600	8,131,200	551,400	6.4
JUNE	1991	8,888,100	8,228,300	659,800	7.4
JULY	1991	8,888,300	8,268,800	619,500	7.0
AUGUST	1991	8,816,400	8,221,800	594,600	6.7
SEPTEMBER	1991	8,789,900	8,192,700	597,200	6.8
OCTOBER	1991	8,815,000	8,241,500	573,500	6.5
NOVEMBER	1991	8,868,300	8,253,800	614,500	6.9
DECEMBER	1991	8,852,300	8,253,900	598,400	6.8
AVERAGE	1991	8,755,400	8,165,100	590,300	6.7
JANUARY	1992	8,831,800	8,115,400	716,400	8.1
FEBRUARY	1992	8,846,400	8,136,000	710,400	8.0
MARCH	1992	8,884,400	8,206,100	678,300	7.6
APRIL	1992	8,910,600	8,251,600	659,000	7.4
MAY	1992	8,929,600	8,273,200	656,400	7.4
JUNE	1992	9,147,200	8,365,000	782,200	8.6
JULY	1992	9,171,900	8,431,100	740,800	8.1
AUGUST	1992	9,068,000	8,378,300	689,700	7.6
SEPTEMBER	1992	9,011,100	8,325,500	685,600	7.6
OCTOBER	1992	9,052,000	8,403,400	648,600	7.2
NOVEMBER	1992	9,073,100	8,405,800	667,300	7.4
DECEMBER	1992	9,059,200	8,407,100	652,100	7.2
AVERAGE	1992	8,998,800	8,308,200	690,600	7.7
JANUARY	1993	9,017,700	8,277,000	740,700	8.2
FEBRUARY	1993	9,000,700	8,300,900	699,800	7.8
MARCH	1993	9,026,500	8,371,500	655,000	7.3
APRIL	1993	9,045,600	8,418,400	627,200	6.9
MAY	1993	9,065,900	8,440,700	625,200	6.9
JUNE	1993	9,284,900	8,546,000	738,900	8.0
JULY	1993	9,319,100	8,629,500	689,600	7.4
AUGUST	1993	9,243,400	8,591,400	652,000	7.1
SEPTEMBER	1993	9,193,200	8,555,500	637,700	6.9
OCTOBER	1993	9,223,500	8,620,400	603,100	6.5
NOVEMBER	1993	9,253,400	8,635,400	618,000	6.7
DECEMBER	1993	9,252,900	8,655,700	597,200	6.5
AVERAGE	1993	9,160,500	8,503,500	657,000	7.2

CIVILIAN LABOR FORCE ESTIMATES

WEBB COUNTY

1990	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
CLF	56,496	56,245	55,944	54,668	54,338	55,286	54,731	54,255	54,366	54,928	56,389	57,648	55,444
EMP	47,787	47,707	48,053	47,761	48,366	48,665	48,838	48,882	49,036	49,525	49,848	50,725	48,766
UN	8,709	8,538	7,891	6,927	5,972	6,621	5,893	5,373	5,348	5,403	6,541	6,923	6,678
%	15.4	15.2	14.1	12.7	11.0	12.0	10.8	9.9	9.8	9.8	11.6	12.0	12.0
1991	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
CLF	58,657	58,466	58,484	57,118	57,612	58,868	58,287	57,179	57,032	57,430	59,055	60,119	58,192
EMP	50,371	50,178	50,753	50,925	51,930	52,446	52,719	52,135	51,903	62,216	52,887	53,599	51,847
UN	8,286	8,288	7,731	6,193	5,682	6,420	5,568	5,044	5,129	5,214	6,068	6,520	6,345
%	14.1	14.2	13.2	10.8	9.9	10.9	9.6	8.8	9.0	9.1	10.3	10.8	10.9
1992	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
CLF	60,930	60,495	60,190	59,865	60,505	61,805	61,749	60,493	61,003	62,705	63,312	65,234	61,524
EMP	52,844	52,683	52,990	53,481	54,167	54,442	55,005	54,435	54,982	56,722	57,030	58,100	54,740
UN	8,086	7,812	7,200	6,384	6,338	7,363	6,744	6,058	6,021	5,983	6,282	7,134	6,784
%	13.3	12.9	12.0	10.7	10.5	11.9	10.9	10.0	9.9	9.5	9.9	10.9	11.0
1993	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
CLF	64,772	63,999	63,533	63,370	63,775	64,651	65,042	64,103	64,031	64,602	65,467	66,786	64,511
EMP	56,743	56,491	56,542	57,206	57,441	57,299	57,911	57,680	57,790	58,552	59,078	59,908	57,720
UN	8,029	7,508	6,991	6,164	6,334	7,352	7,131	6,423	6,241	6,050	6,389	6,878	6,791
%	12.4	11.7	11.0	9.7	9.9	11.4	11.0	10.0	9.7	9.4	9.8	10.3	10.5
1994	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
CLF	67,417	66,642	66,232	67,026	67,435	69,101	70,047	68,823	68,601	68,088	68,389	69,629	68,120
EMP	59,289	58,810	59,161	60,839	61,092	61,874	63,469	63,014	62,833	62,365	62,621	63,360	61,561
UN	8,128	7,832	7,071	6,187	6,343	7,227	6,578	5,809	5,768	5,723	5,768	6,269	6,559
%	12.1	11.8	10.7	9.2	9.4	10.5	9.4	8.4	8.4	8.4	8.4	9.0	9.6
1995	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
CLF	70,186	69,599	69,666	69,554	69,995	72,984	71,941	70,514	70,244	69,754	70,321	70,163	70,410
EMP	61,527	59,951	59,822	59,270	59,378	59,469	59,737	59,206	59,064	59,300	59,068	59,275	59,589
UN	8,659	9,648	9,844	10,284	10,617	13,515	12,204	11,308	11,180	10,454	11,253	10,888	10,821
%	12.3	13.9	14.1	14.8	15.2	18.5	17.0	16.0	15.9	15.0	16.0	15.5	15.4

Source: Economic Research and Analysis Dept. of Texas Employment Commission in cooperation with the Bureau of Labor Statistics, U.S. Dept. of Labor. Last revised 5/96. All estimates are subject to further revision.

TEXAS
MONTHLY LAWS ESTIMATES REPORT

Year = 1996

County	Month	LABOR FORCE	EMPLOYMENT	UNEMPL. RATE
CN484750 WARD COUNTY	JAN	4621	4286	7.2
	FEB	4617	4319	6.5
	MAR	4548	4280	5.9
	APR	4575	4312	5.7
	MAY			
	JUN			
	JUL			
	AUG			
	SEP			
	OCT			
	NOV			
	DEC			
CN484770 WASHINGTON COUNTY	JAN	14534	14068	3.2
	FEB	14566	14135	3.0
	MAR	14688	14285	2.7
	APR	14771	14391	2.6
	MAY			
	JUN			
	JUL			
	AUG			
	SEP			
	OCT			
	NOV			
	DEC			
CN480007 WEBB COUNTY	JAN	7021	5850	16.7
	FEB	6895	5826	15.4
	MAR	6796	5813	14.4
	APR	6720	5808	13.6
	MAY			
	JUN			
	JUL			
	AUG			
	SEP			
	OCT			
	NOV			
	DEC			
CN484810 WARTON COUNTY	JAN	1910	1763	7.5
	FEB	1910	1782	6.9
	MAR	1924	1795	6.6
	APR	1942	1815	6.5
	MAY			
	JUN			
	JUL			
	AUG			
	SEP			
	OCT			
	NOV			
	DEC			
CN486630 WEBSTER COUNTY	JAN	2945	2836	3.7
	FEB	2911	2807	3.6
	MAR	2988	2869	4.0
	APR	2986	2853	4.5
	MAY			
	JUN			
	JUL			
	AUG			
	SEP			
	OCT			
	NOV			
	DEC			

PER CAPITA PERSONAL INCOME, FOR COUNTIES AND METROPOLITAN AREAS 2/

(DOLLARS)

	1988	1989	1990	1991	1992	1993
TEXAS	14,765	15,695	16,749	17,450	18,460	19,145
CONSOLIDATED METROPOLITAN AREAS:						
DALLAS-FORT WORTH, TX	17,945	18,846	19,870	20,575	21,826	22,702
HOUSTON-GALVESTON-BRAZORIA, TX	16,662	17,933	19,456	20,483	21,467	22,028
METROPOLITAN AREAS:						
ABILENE, TX	14,359	15,157	15,655	16,348	16,985	17,635
ANDERSON, TX	14,780	15,554	16,225	16,988	17,964	18,888
AUSTIN-SAN MARCOS, TX	13,007	13,941	14,861	15,759	16,897	17,737
BEAUMONT-PORT ARTHUR, TX	13,776	14,876	15,896	16,847	17,977	18,207
BRAZORIA, TX	14,458	15,385	16,338	17,287	17,587	18,005
BROWNSVILLE-HARLINGEN-SAN BENITO, TX	8,141	8,710	9,592	9,922	10,636	11,042
BRYAN-COLLEGE STATION, TX	10,705	11,659	12,480	13,195	13,897	14,602
CORPUS CHRISTI, TX	12,813	13,462	14,653	15,454	16,483	17,093
DALLAS, TX	18,798	19,715	20,483	21,352	22,658	23,605
EL PASO, TX	10,168	10,987	11,510	11,618	12,478	12,790
FORT WORTH-ARLINGTON, TX	16,262	17,134	18,664	19,049	20,183	20,912
GALVESTON-TEXAS CITY, TX	15,109	16,225	17,347	18,038	18,906	19,363
HOUSTON, TX	16,894	18,193	19,745	20,826	21,856	22,433
KILLEEN-TEMPLE, TX	12,075	12,509	12,894	13,177	14,742	15,486
LARDO, TX	7,526	8,206	8,977	9,663	10,464	10,757
LONGVIEW-MARSHALL, TX	13,584	14,508	15,533	16,131	17,158	17,662
LUBBOCK, TX	14,058	14,855	15,803	16,224	17,066	17,947
MCKALEN-EDINBURG-MISSISSIPPI, TX	2,748	3,338	3,912	4,227	4,833	5,085
ODESSA-MIDLAND, TX	15,486	16,053	17,239	18,227	18,624	19,315
SAN ANGELO, TX	13,769	14,654	15,586	16,226	17,227	17,602
SAN ANTONIO, TX	14,199	15,004	15,586	16,226	17,227	17,889
SHERMAN-DEWISOM, TX	14,552	15,270	16,076	16,507	17,472	18,139
TEXARKANA, TX-TEXARKANA, AR	12,735	13,743	14,528	14,902	15,742	16,143
TYLER, TX	14,997	15,842	16,906	17,543	18,941	19,615
VIOLA, TX	13,944	15,107	16,396	17,474	18,497	19,257
WACO, TX	13,049	13,852	14,666	15,271	16,368	17,054
MICHITA FALLS, TX	14,737	15,224	16,183	16,913	17,921	18,819
COUNTIES:						
TEXAS (METROPOLITAN PORTION)	15,340	16,292	17,355	18,097	19,132	19,780
TEXAS (NON-METROPOLITAN PORTION)	11,958	12,736	13,691	14,128	14,966	15,809
ANDERSON	10,494	11,263	11,645	12,082	12,813	13,335
ANDREWS	12,266	12,874	13,763	13,713	14,514	15,294
ANGELINA	12,857	13,817	14,671	15,477	15,850	16,501

2/ PER CAPITA PERSONAL INCOME WAS COMPUTED USING CENSUS BUREAU MIDYEAR POPULATION ESTIMATES. ESTIMATES FOR 1990-93 REFLECT STATE AND COUNTY POPULATION ESTIMATES AVAILABLE AS OF FEBRUARY 1995.

REGIONAL ECONOMIC INFORMATION SYSTEM

BUREAU OF ECONOMIC ANALYSIS

MAY 1995

TABLE CA1-3

EXHIBIT "C"

1994-95 year:

Apartments + Houses

Rent rec'd 22,529.24

Expenditures
(upkeep, improvements) - 17,321.80

New homes - 17,277.90

(20 yr depn)

(12,070.46)