

LOUIS R. RIGBY  
Mayor  
JOHN ZEMANEK  
Councilmember At Large A  
STEVE GILLETT  
Councilmember At Large B  
DANNY EARP  
Councilmember District 1



CHUCK ENGELKEN  
Councilmember District 2  
BILL BENTLEY  
Councilmember District 3  
KRISTIN MARTIN  
Councilmember District 4  
JAY MARTIN  
Councilmember District 5  
NANCY OJEDA  
Mayor Pro-Tem  
Councilmember District 6

## **CITY COUNCIL MEETING AGENDA**

Notice is hereby given of a Regular Meeting of the La Porte City Council to be held March 25, 2019, beginning at 6:00 pm in the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

1. **CALL TO ORDER**
2. **INVOCATION** The invocation will be given by Councilmember Jay Martin.  
**PLEDGES** Will be led by Councilmember John Zemanek.  
U.S. Flag  
Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.
3. **PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS**
  - (a) Proclamation - La Porte Special Olympics Shrimp Boil Day. [Mayor Rigby]
4. **PUBLIC COMMENTS** (Limited to five minutes per person.)
5. **CONSENT AGENDA** *(Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.)*
  - (a) Approve minutes of the City Council meeting held on March 11, 2019. [Lee Woodward, City Secretary]
  - (b) Approve an Interlocal Agreement between Harris County and the City of La Porte for local bus transit services for a twelve- (12-) month term. [Jason Weeks, Assistant City Manager]
6. **PRESENTATION, DISCUSSION AND POSSIBLE ACTION**
  - (a) Receive presentation concerning the City of La Porte's code enforcement process. [Teresa Evans, Director of Planning]
7. **REPORTS**
  - (a) Receive a report on the La Porte Development Corporation Board meeting. [Councilmember Nancy Ojeda]
8. **ADMINISTRATIVE REPORTS**
  - Drainage and Flooding Committee Meeting, Monday, April 8, 2019
  - City Council Meeting, Monday, April 8, 2019
  - Planning and Zoning Commission Meeting, Thursday, April 18, 2019
  - City Council Meeting, Monday, April 22, 2019
  - Zoning Board of Adjustment Meeting, Thursday, April 25, 2019
9. **COUNCIL COMMENTS** *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilmembers, and City staff, for which no formal action will be discussed or taken.*

**10. EXECUTIVE SESSION**

The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code, in accordance with the authority contained in:

**Texas Government Code, Section 551.071(1)(A) - Pending or Contemplated Litigation:** Meet with the City Attorney and City Manager to discuss Tradebe Environmental Services, LLC vs. City of La Porte.

**Texas Government Code - Section 551.072 - Deliberation regarding purchase, exchange, lease or value of Real Property:** Meet with the City Manager and City Attorney to discuss value of real property in industrial districts, concerning negotiations with industry representatives for terms of new Industrial District Agreements.

**11. RECONVENE** into regular session and consider action, if any, on item(s) discussed in executive session.

**12. ADJOURNMENT**

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with counsel on legal matters; Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - implementation of security personnel or devices; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the City Secretary's office (281-470-5019), two working days prior to the meeting for appropriate arrangements.

**CERTIFICATE**

I, Lee Woodward, City Secretary, do hereby certify that a copy of the March 25, 2019, City Council agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.LaPorteTX.gov, in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING \_\_\_\_\_  
TIME OF POSTING \_\_\_\_\_  
TAKEN DOWN \_\_\_\_\_

\_\_\_\_\_  
Lee Woodward, City Secretary



**Council Agenda Item  
March 25, 2019**

1. **CALL TO ORDER**
2. **INVOCATION** The invocation will be given by Councilmember Jay Martin.  
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(a) Proclamation - La Porte Special Olympics Shrimp Boil Day. [Mayor Rigby]
4. **PUBLIC COMMENTS** (Limited to five minutes per person.)

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# Proclamation

## Office of the Mayor

**WHEREAS**, the La Porte Special Olympics provides year round athletic training for participants; and

**WHEREAS**, the La Porte Special Olympics Participants, Special Programs Staff and Volunteers wish to raise funds to help support our athletes' participation in Special Olympics Texas by providing a shrimp boil; and

**WHEREAS**, the shrimp boil will be held Saturday, April 6th, serving meals from 11:00 a.m. until 1:00 p.m. at the Norman L. Malone Senior Center located at 1322 South Broadway. Tickets are \$12.00 each, or also available in books of 10 tickets to share with family and friends, for \$120.00 each. We invite everyone to continue to support the La Porte Special Olympics program by purchasing tickets for the Shrimp Boil to help make it possible for our athletes to compete in this fun and worthwhile event.

**NOW, THEREFORE**, I, Louis R. Rigby, Mayor, do hereby proclaim April 6, 2019, as

**“La Porte Special Olympics Shrimp Boil Day”**

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 25th day of March, 2019.

City of La Porte

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Louis R. Rigby, Mayor



**Council Agenda Item  
March 25, 2019**

5. **CONSENT AGENDA** *(Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.)*
- (a) Approve minutes of the City Council meeting held on March 11, 2019. [Lee Woodward, City Secretary]
  - (b) Approve an Interlocal Agreement between Harris County and the City of La Porte for local bus transit services for a twelve- (12-) month term. [Jason Weeks, Assistant City Manager]

\*\*\*\*\*

**LOUIS RIGBY**  
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**JOHN ZEMANEK**  
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Mayor Pro-Tem

## MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE MARCH 11, 2019

The City Council of the City of La Porte met in a regular meeting on Monday, March 11, 2019, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at 6:00 p.m., with the following in attendance:

**Councilmembers present:** Louis Rigby, Steve Gillett, Danny Earp, Chuck Engelken, Bill Bentley, Kristin Martin, Jay Martin, John Zemanek, Nancy Ojeda  
**Councilmembers absent:** None  
**Council-appointed officers present:** Corby Alexander, City Manager; Lee Woodward, City Secretary; Clark Askins, Assistant City Attorney

1. **CALL TO ORDER** – Mayor Rigby called the meeting to order at 6:00 p.m.
2. **INVOCATION** – The invocation was given by Councilmember Nancy Ojeda.  
**PLEDGES** – The pledges of allegiance to the U.S. and Texas flags were led by Councilmember Steve Gillett
3. **PUBLIC COMMENTS** (Limited to five minutes per person.) – Mike Patterson, Michael Urich, Patricia Harkins, Paula Wohnoutka, Linda Poye, Thomas Garza, and Jacqueline Fowler offered public comment.
4. **CONSENT AGENDA** (*Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the Consent Agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting*)
  - (a) **Approve the minutes of the City Council meeting held on February 25, 2019. [Lee Woodward, City Secretary]**
  - (b) **Adopt Ordinance 2019-3735, for the purpose of vacating, abandoning, and closing a portion of two separate alleys located in Block 715, Town of La Porte. [Ian Clowes, City Planner]**
  - (c) **Receive the 2018 Comprehensive Annual Financial (CAFR) Report. [Michael Dolby, Finance Director]**
  - (d) **Award Bid #19009 for replacement of a Ground Storage Tank at Collegeview Water Plant. [Don Pennell, Public Works Director]**
  - (e) **Authorize the La Porte Area Water Authority Manager to negotiate a contract between the La Porte Area Water Authority and the City of Shoreacres for the design and construction of an additional La Porte Area Water Authority waterline and metering station. [Don Pennell, Public Works Director]**

Councilmember Engelken moved to approve the consent agenda; the motion was adopted, 9-0.

5. **PRESENTATION, DISCUSSION AND POSSIBLE ACTION**
  - (a) **Discussion and possible action regarding appointment to the vacant position on the Chapter 172 Employee, Retiree Insurance & Benefits Board. [Lee Woodward, City Secretary]**

Councilmember Gillett nominated Donna O'Conner to the vacant Citizen 1 Position on the Chapter 172 Employee, Retiree Insurance and Benefits Board; the motion was adopted 5-4, Councilmembers Earp, Zemanek, and Kristin Martin, and Mayor Rigby voting against,

- (b) **Discussion and possible action regarding update of the La Porte Parks, Recreation, and Open Space Master Plan. [Roz Epting, Park and Recreation Director]**

Aaron Tuley and Kate White of Halff Associates shared the work they have done to begin the master plan update process.

- (c) **Discussion and possible action authorizing the City Manager to execute a two-year lease agreement with the Fairmont Park West Homeowners Association for the use of Fairmont West Park and swimming pool. [Jason Weeks, Assistant City Manager]**

Asst. City Manager Jason Weeks reminded the Council of the background of the prior agreement and noted state law requires an accompanying ordinance or resolution, so no action would be taken at this meeting. The Council permitted Mr. Patterson and staff to answer questions from the Councilmembers. Councilmember Zemanek moved to direct the staff to finalize the agreement with items discussed tonight and to bring the item back for a future agenda with an ordinance or resolution. The motion was adopted, 7-2, Councilmembers Bentley and Ojeda voting against.

**6. REPORTS**

- (a) **Receive a report on the Fiscal Affairs Committee meeting. [Councilmember Engelken]**

Councilmember Engelken reported on the meeting items and confirmed City's CAFR showed the City in "good shape."

- 7. ADMINISTRATIVE REPORTS** – City Manager Corby Alexander addressed items brought up during Public Comments.

- 8. COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies.

Councilmembers supported the discussion of the pool issue; thanked the City Manager and staff for remediating drainage issues at La Porte Cemetery; thanked Public Works Director Pennell for the Solid Waste staff and new parking at the Depot; thanked Parks Director Epting for the condition of the fields for the opening of Girls Softball; congratulated Donna O'Conner on her appointment; supported the comments against campaign signs on City property; and shared the good times had at the San Jacinto Monument Fun Run and the City's Chili Cook-off.

- 9. EXECUTIVE SESSION** – The City Council reserves the right to meet in closed session on any agenda item, should the need arise, and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code, in accordance with the authority contained in:

**Texas Government Code – Section 551.072 – Deliberation regarding purchase, exchange, lease, or value of real property: Meet with City Manager and City Attorney to discuss value of real property in industrial districts, concerning negotiations with industry representatives for terms of new Industrial District Agreements.**

*(Councilmember Earp has a Conflict of Interest affidavit on file for this item, did not participate in the deliberations, and left the meeting as the Council adjourned into executive session.) The Council adjourned into executive session at 7:43 p.m.*

- 11. RECONVENE** into regular session and consider action, if any, on item(s) discussed in executive session.

The Council reconvened into open session at 8:22 p.m. No action was taken.

- 10. ADJOURN** – Without objection, Mayor Rigby adjourned the meeting at 8:23 p.m.

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Lee Woodward, City Secretary

## REQUEST FOR CITY COUNCIL AGENDA ITEM

<b>Agenda Date Requested:</b> <u>March 25, 2019</u>
<b>Requested By:</b> <u>Jason B. Weeks, Assistant City Manager</u>
<b>Department:</b> <u>CMO</u>
<b>Report</b> _____ <b>Resolution:</b> _____ <b>Ordinance:</b> _____

<u>Appropriation</u>
<b>Source of Funds:</b> <u>Fund 038 - EDC</u>
<b>Account Number:</b> <u>038.6030.565.5007</u>
<b>Amount Budgeted:</b> <u>\$74,000</u>
<b>Amount Requested:</b> <u>\$69,000</u>
<b>Budgeted Item:</b> <b>YES</b> NO

**Exhibit:** Ridership Data  
HCTA Bus Schedules (2 Exhibits)  
Interlocal Agreement (includes Exhibits)

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### SUMMARY & RECOMMENDATION

For the past eight years, the City of La Porte has participated with Harris County Transit Authority (HCTA) to provide regional bus service. In 2013, the City provided closed door service for La Porte residents only to locations within the City, as well as selected sites outside the City such as Social Security Office, Strawberry Clinic, a connector shuttle to Baytown, and paratransit services. Paratransit services are those services required by the Americans with Disabilities Act (ADA) for residents with disabilities who are unable to use fixed route transportation systems and are deemed eligible for the service (aka “door to door” services). The County administers a federal grant for the cost of providing the service and La Porte provides a match to complete the funding.

La Porte’s share of bus service for the upcoming 12-month service year, which begins upon approval and execution of the “Agreement,” is \$69,000, which is a \$5,000 decrease from last year. This is the only change in the current agreement from the previous agreement with HCTA. According to the County, last year’s amount of \$74,000 was based on projected ADA paratransit ridership, but that ridership didn’t materialize; therefore, the amount has been decreased by \$5,000 this year due to the reduced ADA paratransit ridership. Staff has met with the County about the reduced ADA paratransit ridership and has asked the County to be more aggressive in promoting the ADA paratransit services in La Porte this year. If there is an increase in ADA paratransit ridership the cost could go up next year with more ADA client participation. For several years the cost was split between the General Fund and EDC. The past two years the cost has been budgeted 100% in EDC for \$74,000.

City Attorney has reviewed the agreement and staff recommends approving the Bus Service Agreement with Harris County Transit Authority for local bus service for 12-month period beginning March 25, 2019.

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#### Action Required by Council:

Approval or other action regarding an interlocal agreement for bus services between Harris County and the City of La Porte for local bus transit services for the period of twelve (12) months with the approval of Harris County.

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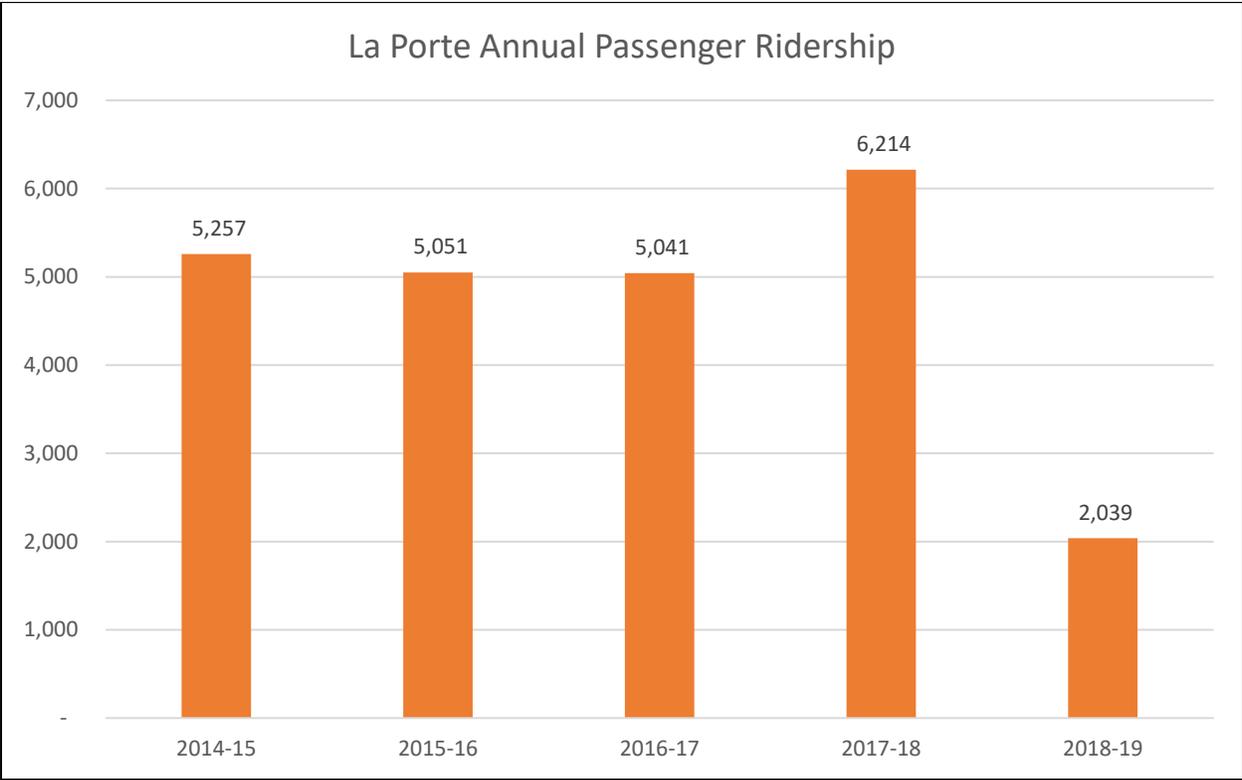
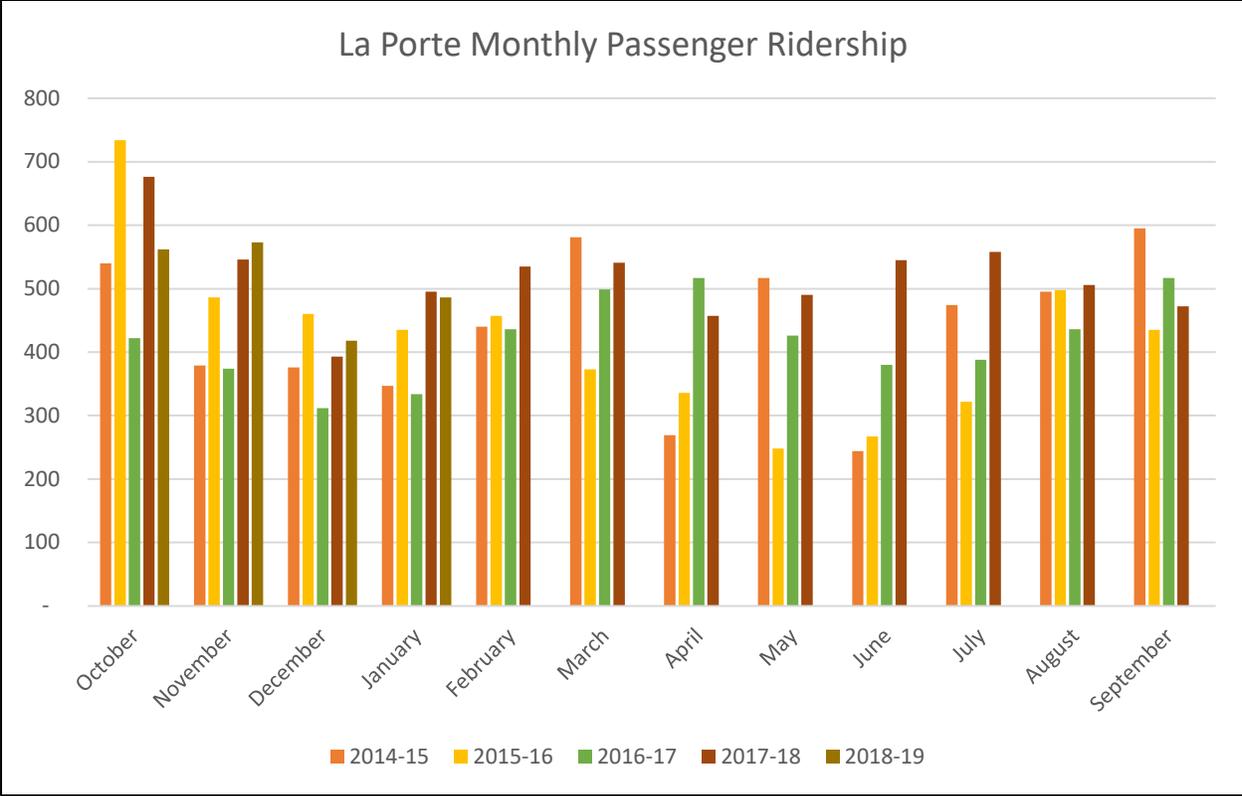
#### Approved for City Council Agenda

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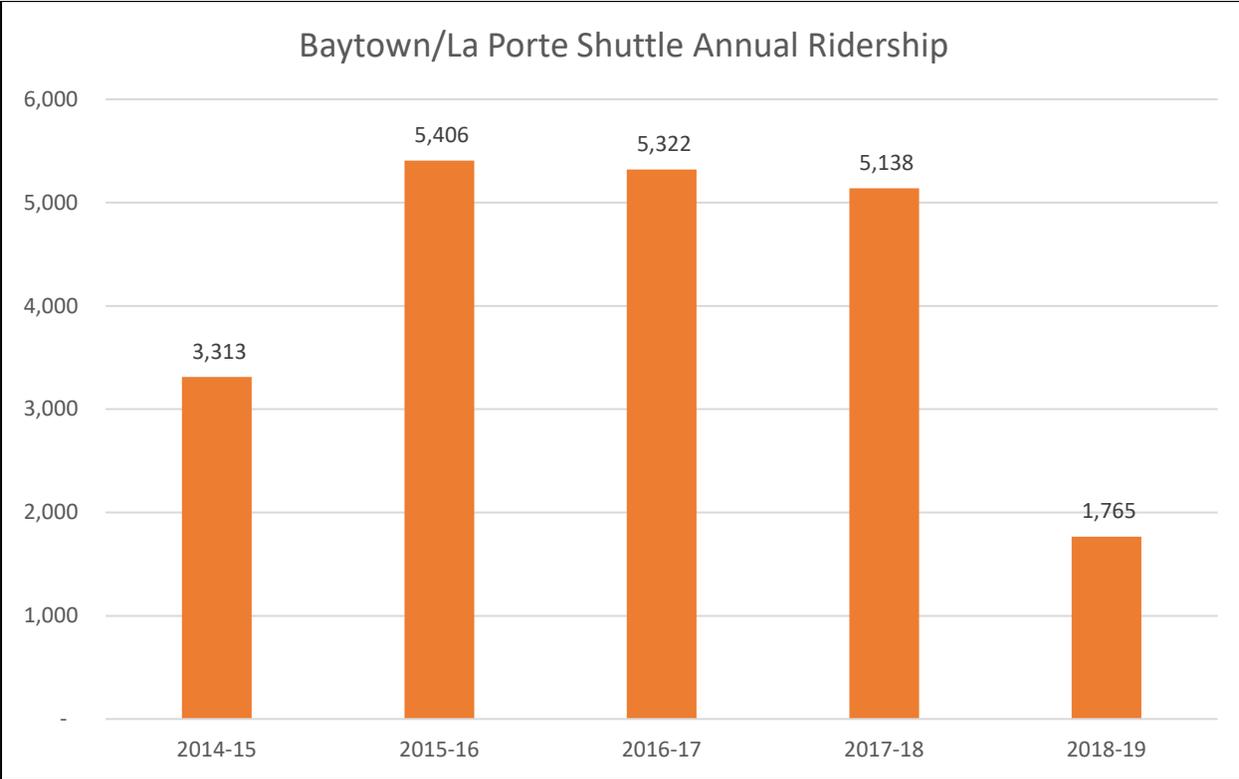
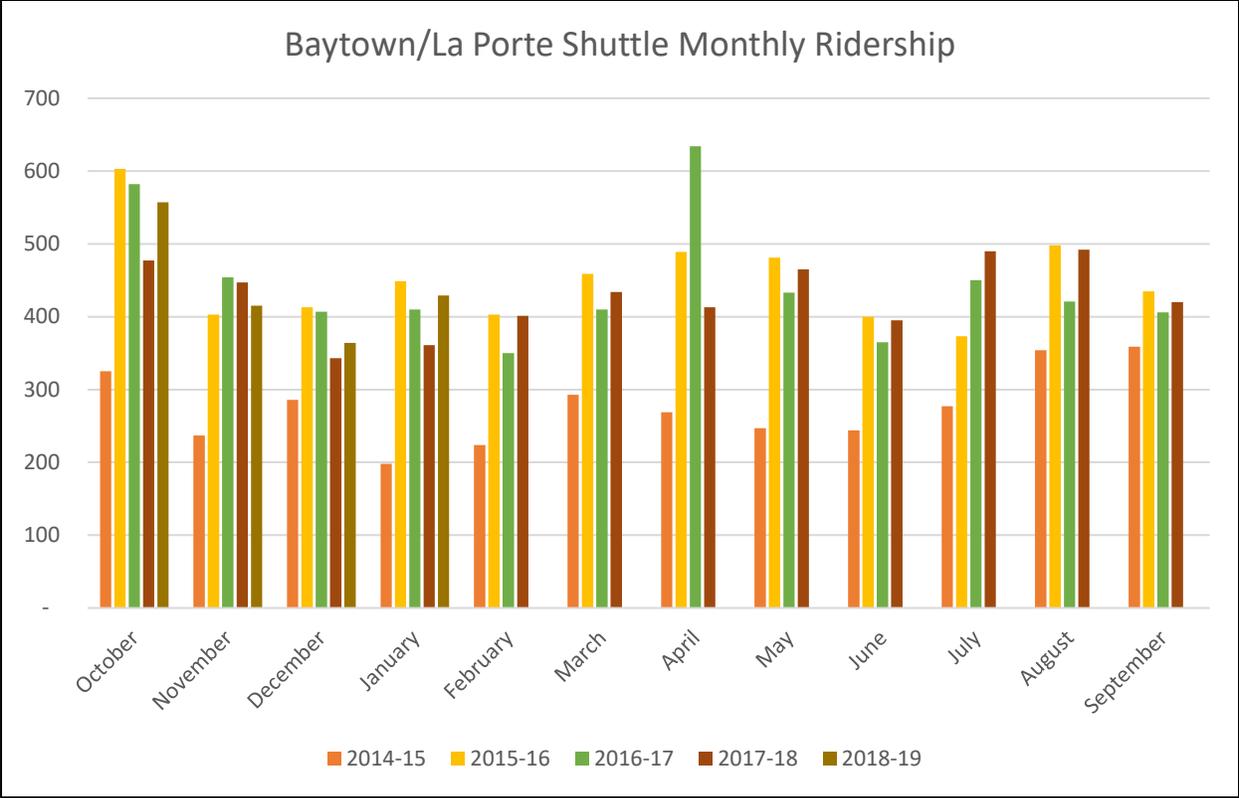
Corby D. Alexander, City Manager

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Date



NOTE: 2018-19 DATA INCLUDES ONLY OCTOBER, NOVEMBER, DECEMBER 2018 & JANUARY 2019



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February 2017 / Febrero 2017

# Baytown / La Porte Shuttle (Gulfgate Connection)

## Baytown/La Porte Shuttle Schedule

Garth @ Park (WB)

Woodridge at Gulfgate Center (EB)

6:00 AM	7:00 AM
8:00 AM	9:00 AM
10:00 AM	11:00 AM
12:00 PM	1:00 PM
2:00 PM	3:00 PM
4:00 PM	5:00 PM

### Garth @ Park (West Bound Pick Ups)

- Evelyn Kennedy Civic Center @ San Jacinto Street.
- Strawberry Clinic @ Shaw Avenue.

### Woodridge @ Gulfgate Center (East Bound Pick Ups)

- Social Security Office
- Garth @ Park Street (Transfer Point)

All times are approximate. Times need to be estimated for Transit Stops located between the above timing points. Service is from Monday — Friday from 6:00am to 6:00pm—subject to change on County holidays. Exact fare must be provided and shown to driver for confirmation of amount upon entering the Transit bus. Change will not be provided by driver.

Todos los horarios son aproximados. Los tiempos deben ser estimados para paradas de tránsito situados entre los puntos de tiempo anteriores. El servicio es de lunes — viernes de 7:00am de 6:03pm.—sujeto a cambios sobre vacaciones del condado. Tarifa exacta se debe proporcionar al conductor y se muestra para la confirmación de la cantidad al entrar en el autobús de tránsito . El cambio no será proporcionado por el conductor.

### FEE SCHEDULE / TARIFAS

<b>Adults/Children 12yrs +</b> Adultos/Ninos 12yrs +	<b>\$1.00 Each Way</b> Por Viaje
<b>Children (2–11 yrs.)</b> Ninos (2-11yrs.)	<b>\$0.50 Each Way</b> Por Viaje
<b>Seniors (62 &amp; older with ID)</b> Mayor (62 & mayor con ID)	<b>\$0.50 Each Way</b> Por Viaje
<b>Medicare/Medicaid Card</b> Tarjeta de Medicare/Medicaid	<b>\$0.50 Each Way</b> Por Viaje
<b>Disabled with ID</b> Discapacitado con ID	<b>\$0.50 Each Way</b> Por Viaje
<b>Children under 2</b> Menores de 2 Anos	<b>FREE</b> GRATIS
<b>Elementary thru High School Students (with current school ID)</b> Estudiantes de Escuela Primaria hasta Secundaria Estuidantes (con ID corriente)	<b>\$0.50 Each Way</b> Por Viaje
<b>Certified Paratransit Eligible Passenger</b> Paratransito Certificado Pasajeros Elegibles	<b>\$2.00 Each Way</b> Por Viaje <b>(Application Required)</b> (Aplicacion Requiere)

### PASSENGER CODE OF CONDUCT / CONDUCTA PARA PASAJEROS

- **Always have exact fare amount. The driver cannot make change.**  
Tener siempre la cantidad exacta. El conductor no puede hacer el cambio.
- **Do not distract, threaten, or verbally abuse the driver or other passengers.**  
No distraigan, amenazar o abusar verbalmente al conductor o a otros pasajeros
- **The use of profanity, vulgar or intimidating language is prohibited.**  
Se prohíbe la profanidad, vulgar, o lenguaje intimidado.
- **Eating, drinking, and open containers are strictly prohibited while boarding the bus and at anytime you are on the bus.**  
No se permite comer, beber en el autobus o subir al autobus con un recipiente abierto.
- **Smoking, E-Cigarettes, or the use of chewing tobacco is prohibited on the bus and at bus stops.**  
Fumar, cigarrillos electronicos, o el uso de Tabaco de mascar esta prohibido en el autobus y en las paradas de autobus.
- **No spitting or excreting other bodily fluids on the bus or at the bus stops.**  
No escupir o excretar otros fluidos corporals en el autobus o en las paradas de autobus.
- **No prohibited weapons, explosives, flammable liquids or hazardous chemicals on the bus or at bus stops.**  
Se prohíbe armas, explosivos, liquidos inflamables o productos quimicos peligrosos en el autobus.
- **Alcohol and drug use is forbidden on board the bus and at bus stops.**  
El alcohol y el consume de drogas estan prohibidos a bordo del autobus y en las paradas de autobus.
- **Only four bags of groceries or packages per person may be carried on the bus.**  
Solo cuatro bolsad de comestibles o paquetes por persona se pueden llevar en el autobus.
- **Passengers must provide their own infant and/ or child seat.**  
Los pasajeros deben proporcionar sus propios asientos para bebes y / o ninos.

Harris County Transit



Harris County Community Service Department  
Departamento de Transito del Condado de Harris

www.harriscountytransit.com

713-578-2216



# City of La Porte

October / Octubre 2016

City of La Porte Route 5	San Jacinto @ Civic Center	Old Hwy 146 @ Fairfield	Fairmont Pkwy @ La Porte City Hall	W Fairmont Pkwy @ Kroger	Broadway @ La Porte Library	Main @ Dr. Martin Luther King Drive	Spencer Hwy @ East (Walmart)	Spencer @ San Jacinto College	Spencer Hwy @ Canada (Walmart)	Main @ Dr. Martin Luther King Drive	San Jacinto @ Civic Center (Sat. Start Point)
7:00 AM		7:10 AM	7:17 AM	7:20 AM	7:25 AM	7:31 AM	7:45 AM	7:50 AM	7:53 AM	8:02 AM	8:06 AM
8:10 AM	8:20 AM	8:20 AM	8:27 AM	8:30 AM	8:35 AM	8:41 AM	8:55 AM	9:00 AM	9:03 AM	9:12 AM	9:16 AM
9:20 AM	9:30 AM	9:30 AM	9:37 AM	9:40 AM	9:45 AM	9:51 AM	10:05 AM	10:10 AM	10:13 AM	10:22 AM	10:26 AM
10:30 AM	10:40 AM	10:40 AM	10:47 AM	10:50 AM	10:55 AM	11:01 AM	11:15 AM	11:20 AM	11:23 AM	11:32 AM	11:36 AM
11:40 AM	11:50 AM	11:50 AM	11:57 AM	12:00 PM	12:05 PM	12:11 PM	12:25 PM	12:30 PM	12:33 AM	12:42 PM	12:46 PM
12:50 PM	1:00 PM	1:00 PM	1:07 PM	1:10 PM	1:15 PM	1:21 PM	1:35 PM	1:40 PM	1:43 PM	1:52 PM	1:56 PM
2:40 PM	2:50 PM	2:50 PM	2:57 PM	3:00 PM	3:05 PM	3:11 PM	3:25 PM	3:30 PM	3:33 PM	3:42 PM	3:46 PM
3:50 PM	4:00 PM	4:00 PM	4:07 PM	4:10 PM	4:15 PM	4:21 PM	4:35 PM	4:40 PM	4:43 PM	4:52 PM	4:56 PM
5:00 PM	5:10 PM	5:10 PM	5:17 PM	5:20 PM	5:25 PM	5:31 PM	5:45 PM	5:50 PM	5:53 PM	6:02 PM	6:06 PM

### Hours

Monday - Friday 7:00AM to 6:00PM  
 Saturday 8:06AM to 6:06PM

All times are approximate. Times need to be estimated for Transit Stops located between the above timing points. Service is from Monday — Saturday. Monday — Friday from 7:00am to 6:00pm and Saturday 8:00am to 6:00pm—subject to change on County holidays. Exact fare must be provided and shown to driver for confirmation of amount upon entering the Transit bus. Change will not be provided by driver.

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 Por Viaje

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 Mayor (62 & mayor con ID) **\$0.50 Each Way**  
 Por Viaje

**Medicare/Medicaid Card**  
 Tarjeta de Medicare/Medicaid **\$0.50 Each Way**  
 Por Viaje

**Disabled with ID**  
 Discapacitado con ID **\$0.50 Each Way**  
 Por Viaje

**Children under 2**  
 Menores de 2 Anos **FREE**  
 GRATIS

**Elementary thru High School Students (with current school ID)**  
 Estudiantes de Escuela Primaria hasta Secundaria Estuidantes (con ID corriente) **\$0.50 Each Way**  
 Por Viaje

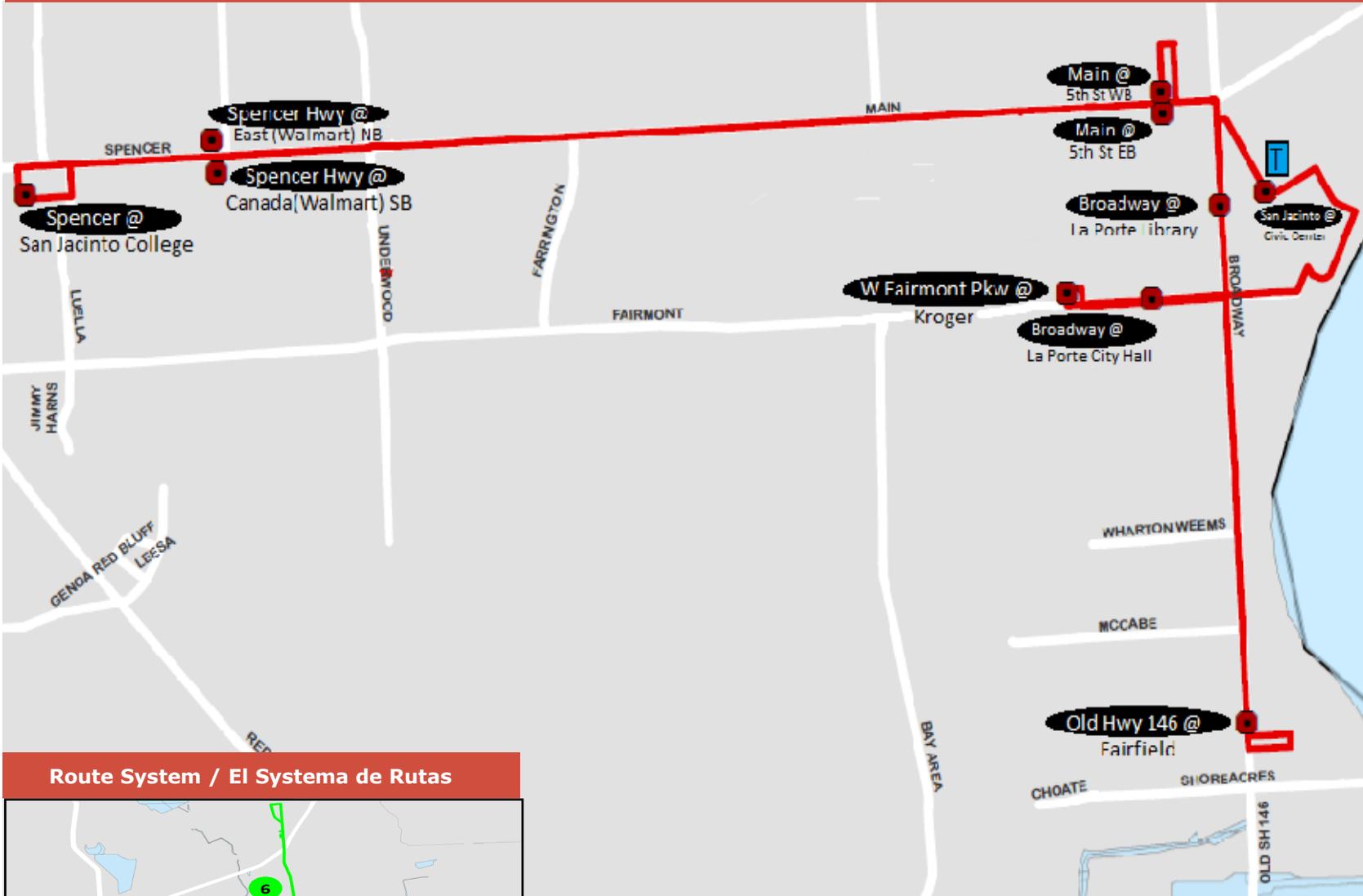
**Certified Paratransit Eligible Passenger**  
 Paratransito Certificado Pasajeros Elegibles **\$2.00 Each Way**  
 Por Viaje (Application Required)  
 (Aplicacion Requiere)

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 Los pasajeros deben proporcionar sus propios asientos para bebes y / o ninos.

# 5 City of La Porte

Harris County Community Service Department / Departamento de Transito del Condado de Harris  
[www.harriscountytransit.com](http://www.harriscountytransit.com)  
 713-578-2216



**Handicapped Accessibility**  
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**ACCESIBILIDAD PARA INCAPACITADOS**  
 Todos los autobuses estan equipados con ascensores para aquellos incapacitados. Cuando un autobus se acerca, el conductor alinea la silla de rueda con el ascensor y proporciona asistencia con el abordaje.

**Special Service**  
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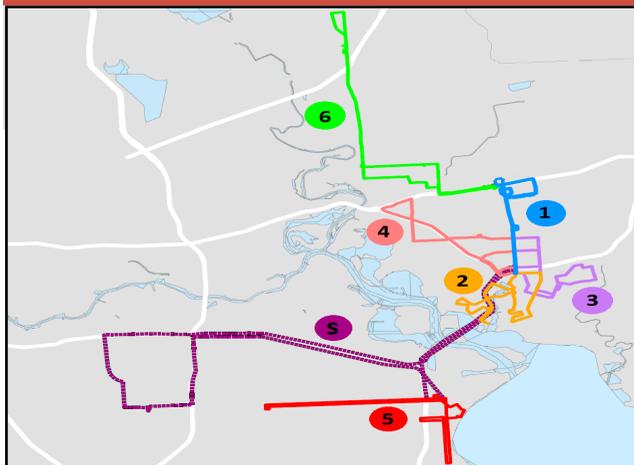
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**Follow us on Twitter for the latest schedule information.**  
 Siguenos en Twitter para las ultimas informacion de la programacion.

@HarrisCountyTra

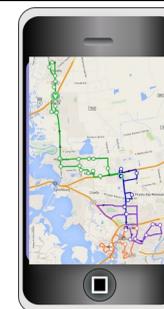
## Route System / El Sistema de Rutas



## LA PORTE / BAYTOWN SHUTTLE

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Para conexiones a Baytown llame Al 713-578-2216 para programar su viaje con el Baytown Shuttle!



### Track Your Transit Live On Your Phone!

#### Instructions

- > App store OR Play store
- > Search: RideSystem
- > Install: FREE!
- > Type: Harris County OR
- Scroll Down and Select Harris County
- > Track your bus LIVE!

### Localiza su autobus utilizando su teléfono!

#### Instrucciones

- > App store O Play store
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- > Instalar: GRATIS!
- > Tipo: Harris County O buscar y seleccionar Harris County
- > Localizar el autobus directo!

**INTERLOCAL AGREEMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This Interlocal Agreement (“Agreement”) for Fixed Route Bus Service is made and entered into pursuant to Chapter 791 of the Texas Government Code by and between Harris County, Texas, a body corporate and politic under the laws of the State of Texas, hereinafter called the “County,” and the City of La Porte, a home-rule city under the laws of the State of Texas, hereinafter called “La Porte.” The County and La Porte may each be referred to herein as a “Party” or collectively as the “Parties.”

**Recitals**

Certain portions of eastern Harris County lie outside the jurisdictional boundaries and service area of the Metropolitan Transit Authority of Harris County, Texas, including areas within the corporate limits of La Porte.

The Parties find that the operation of fixed route bus service as provided for in this Agreement will enhance regional mobility and support transit services within the County and La Porte.

The Parties now desire to enter into this Agreement to establish a new term for the fixed route bus service and to provide for responsibilities and funding of that service.

**TERMS:**

**ARTICLE I. Agreement and Definitions**

**1.1 Scope of Agreement.** County, upon receipt of funding from La Porte and matching federal funds, will provide for the operation of fixed route bus services as described in more detail in Exhibit A.

**1.2 Definitions.** For the purposes of this Agreement, the following terms shall have the meanings set forth below:

**1.2.1** “Fixed Route Bus Service” means services provided on a repetitive, fixed schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations; each fixed route trip serves the same origins and destinations.

**1.2.2** “Complementary Paratransit Services” means service required by the Americans with Disabilities Act (ADA) for individuals with disabilities who are unable to use fixed route transportation systems and are deemed eligible for the service.

**1.2.3** “Local Matching Funds” means the financial assistance from local entities that support the operation of the transit system as required by a grant to match the federal contribution. They include, but are not limited to: tax levies; general funds; specified contributions, contributions from city, county, or other municipal government towards the Local Share portion of the transit system budget; and other revenues such as advertising.

**1.2.4.** The Parties agree the County will provide services in accordance with federal requirements.

## **ARTICLE 2. La Porte’s Obligations**

**2.1** La Porte will provide and maintain, in accordance with the requirements set forth herein and make available for use in regard to services hereunder, transit stops at all locations chosen by the County. To be acceptable, each such transit stop must at a minimum have a “transit stop” sign facing both directions, using the graphic shown in Exhibit B to this Agreement. As additional Federal Transit Authority (FTA) capital improvement funds become available, the County may at its sole option, use those funds and Local Matching Funds provided by La Porte to pay for additional transit stop improvements such as connecting sidewalks to stops within  $\frac{3}{4}$  miles, of a stop or shelter bike paths within 3 miles that connect to a stop and / or shelter site pads, park benches and passenger shelters.

**2.2** All transit stops will have the following minimum standards:

- (a) A firm stable surface;
- (b) A minimum clear length of 96 inches measured from the curb or roadway edge and minimum clear width of 60 inches measured parallel to the vehicle roadway;
- (c) A maximum slope of 1:50 (2%) for water drainage; and
- (d) An accessible route to the streets, sidewalks or pedestrian paths.

**2.3** La Porte will provide advertising on La Porte’s Internet Site as well as other media, informing the general public of the availability of transit services in the community. Additionally, La Porte will provide information inserts into its utility bills, but only at such time or intervals as

requested by County in writing, and at County's expense. The design of the information inserts will be provided by the County.

**2.4** Within fifteen (15) days of the effective date of this Agreement, La Porte shall send Sixty-Nine Thousand and No/Dollars (\$69,000.00) to the County in satisfaction of its obligations to provide Local Matching Funds. Should the County determine that such funds from La Porte are inadequate to pay for the required Local Share portion of the transit system budget during the term of this Agreement, the County shall have no obligation to continue providing the services hereunder unless and until La Porte provides the necessary additional funds to the County for such purpose, subject to the same requirements applicable to use of the original contribution. Additional funds shall be provided by La Porte within forty-five (45) days from La Porte's receipt of written request for additional funds from County.

**2.5** La Porte shall comply with the Davis-Bacon and Copeland Anti-Kickback Acts codified at 40 USC 3141, et. seq and 18 USC 874 to the extent applicable.

**2.6** Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, La Porte agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, La Porte agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**2.7** Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, La Porte agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Project. La Porte agrees to take affirmative action to ensure that applicants are employed, and

that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, La Porte agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, La Porte agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, La Porte agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, La Porte agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, La Porte agrees to comply with any implementing requirements FTA may issue.

**2.8** La Porte also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **ARTICLE 3. County's Obligations**

**3.1** The County agrees to operate the Fixed Route Bus Service in the City of La Porte and provide necessary transit vehicles through the use of outside contractors. The Director of the County Community Services Department (Director) will, in consultation with the Mayor of La Porte, determine the travel routes for such service, and will determine the schedule for operations, and the type and number of transit vehicles to be utilized for the service. The Director may, from time to time, revise the schedule of operation of the service based upon ridership levels and service demands in consultation with the Mayor. Any changes in service will be subject to the public input requirements of Title VI, 42 U.S.C. The routes currently in service and proposed for use during the term of this Agreement are depicted on Exhibit "A" to this Agreement. The service hours will be from 7:00 AM until 6:00 PM, Monday through Friday, excluding County holidays. The County shall have no obligation to obtain sites for or to construct or maintain transit stops for the bus service.

**3.2** Fares will be assessed for use of the transit services. The County will collect and retain the fares as follows, provided that the County may enter into agreements as it may deem necessary and proper to provide for bus services to be provided otherwise than by payment of such fees:

Adult (12 years and older)	\$1.00 each way
Children (2 years to 11 years)	\$ 0.50 each way
Seniors (65 and older with identification)	\$ 0.50 each way
Disabled (with identification)	\$ 0.50 each way
Medicare recipients (with identification)	\$ 0.50 each way
Children under 2 years	FREE
Certified ADA Paratransit Passengers	\$2.00 each way

**3.3** Federal Transit Administration (FTA) funds can only be accessed on a reimbursement basis. Notwithstanding any provision of this Agreement that might be construed to the contrary, the County shall not be obligated by this Agreement to expend any funds, but it is understood and agreed that the funds provided by La Porte may only be expended if the County, to the extent that the County at its sole option, expends matching funds for the purpose of seeking FTA reimbursement. La Porte's funding hereunder will be used for payment of the matching contributions required by a local recipient. All FTA reimbursement will be the property of the County.

#### **ARTICLE 4. Independent Parties**

**4.1** This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Parties shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. La Porte has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the Parties. Nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement, including a relationship in the nature of a third-party beneficiary or fiduciary.

**ARTICLE 5. Termination and Default**

**5.1 Termination by La Porte or the County.** La Porte or the County may, terminate this Agreement without cause upon ninety (90) days prior written notice to the other Party.

**5.2 Notice of Default.**

**5.2.1** La Porte or the County shall be deemed in default under this Agreement if La Porte or the County in any material respect fails to perform, observe or comply with any of its covenants, agreements or obligations, or breaches or violates any of the representations contained in this Agreement.

**5.2.2** Before any failure of either La Porte or the County shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform, of the alleged failure and shall demand the Party to cure the default within ninety (90) calendar days. If the allegedly failing Party has not cured the default, that Party will be in default of this Agreement, unless La Porte and the County agree to extend time for cure, and the Agreement may be terminated by the other Party immediately upon notice of the non-defaulting Party's intention to terminate.

**ARTICLE 6. Term**

**6.1** This Agreement shall be for a term beginning upon execution by both Parties and, unless terminated sooner as set forth above, and continue in full force and effect for twelve (12) consecutive months. Any unexpended and unearned surplus funds provided by La Porte remaining upon termination of this Agreement will be refunded to La Porte unless different arrangements are made in an amendment to this Agreement or a new agreement between the Parties is executed in regard to the Fixed Route Bus Service. The County is under no obligation to invest or to account for or pay to La Porte any earnings derived from funds provided hereunder by La Porte.

**ARTICLE 7. Miscellaneous**

**7.1 Approvals, Further Documents.** Where this Agreement requires approval, consent, permission, agreement or authorization by either Party, such approval, consent, permission, agreement or authorization shall not be unreasonably withheld or delayed. The Parties agree to execute such further documents, agreements, instruments and notices as may be necessary or appropriate to effectuate the purposes of this Agreement.

**7.2 Maintenance of Records.** The County shall maintain records to show actual time involved in the provision of the transportation services, the cost incurred for the period of time specified, and the level of ridership. The County shall maintain ridership information in a manner consistent with National Transit Database reporting requirements and provide a quarterly report of same to La Porte. To the extent applicable to the transportation service, La Porte and the County shall cooperate in good faith to provide records satisfactory to the federal government or any other regulatory body.

**7.3 Audit and Inspection of Records.** La Porte and the County shall permit the authorized representatives of La Porte, the County, and the federal government to inspect and audit all data records of La Porte and the County relating to their performances under this Agreement. La Porte shall keep its books and records available for this purpose for at least five (5) years after this Agreement terminates. In the event any record is needed to support any dispute or legal action, such records shall be maintained for a period of not less than five (5) years following the settlement of any such dispute or legal action.

**7.4 Notices.** Any notices required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed to be given as of the time of hand delivery to the addresses set forth below, or five (5) days after deposit in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

TO HARRIS COUNTY:

Harris County, Texas

ATTN: Daphne Lemelle

Director, Harris County Community Services Department

Developmental Department

8410 Lantern Point Drive

Houston, Texas 77054

TO LA PORTE:

City of La Porte, Texas

ATTN: Lee Woodward, City Secretary

604 W Fairmont Pkwy

La Porte, Texas 77571

A Party may change the address for notices upon at least 10 days written notice under the provision.

**7.5 Waiver.** The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver of a Party of any condition or breach of any term, covenant, representation or warranty contained herein, in any one or more instances, shall be deemed to be constructed a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

**7.6 Entire Agreement.** This Agreement contains the entire agreement of the Parties with regard to the matters addressed herein. This Agreement may not be amended, modified, superseded or canceled, nor may any of the terms, covenants, representations, warranties or conditions be waived except by written instrument executed by the Parties.

**7.7 Force Majeure.** Neither Party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control that directly impacts its ability to perform, and without its fault or negligence, which causes may include acts of God, acts of civil or military authority, government regulations (except those promulgated by the party seeking the benefit of this provision), embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, other major environmental disturbances or unusually severe weather conditions.

**7.8 Governing Law.** This Agreement shall be constructed and enforced in accordance with the laws of the State of Texas. The exclusive forum and venue for any action arising out of, in connection with, or in any way relating to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

**7.9 Headings.** Headings and captions contained herein are inserted for convenience and of reference only, and are not deemed part of or to be used in constructing this Agreement.

**7.10 Survival.** Each Party shall remain obligated to the other Party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

**7.11 Current Funds.** Each Party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying Party.

**7.12 Compliance with Laws.** The Parties shall comply with all applicable laws in carrying out its obligations under this Agreement.

**7.12 Execution; Multiple Counterparts.** The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

**HARRIS COUNTY**

**CITY OF LA PORTE**

By: \_\_\_\_\_  
DAPHNE LEMELLE  
Executive Director  
Community Services Department

By: \_\_\_\_\_  
Louis R. Rigby  
Mayor

APPROVED AS TO FORM:  
Vince Ryan, Harris County Attorney

ATTEST

By: \_\_\_\_\_  
Amy Samples  
Assistant County Attorney  
C.A. File No.: 19GEN0402

By: \_\_\_\_\_  
Lee Woodward  
City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Clark T. Askins  
Assistant City Attorney

# EXHIBIT A Bus Routes

## 5 City of La Porte

Harris County Community Service Department / Departamento de Transito del Condado de Harris  
www.harriscountyttransit.com  
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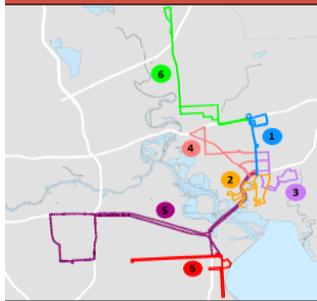
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Si la informacion es necesaria en otro idioma, llame al siguiente numero 713-578-2000.

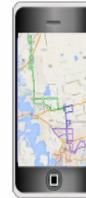
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- Scroll Down and Select Harris County
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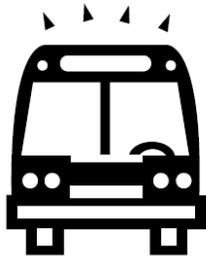
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- > Tipo: Harris County O buscar y seleccionar Harris County
- > Localizar el autobus directo!

Exhibit B

Signage



Information/Información  
713-578-2216

Next bus arrival texting

Siguiente mensaje de llegada de autobús



Text To  
Texto a

Text Message  
Mensaje de texto

[www.HarrisCountyTransit.com](http://www.HarrisCountyTransit.com)

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: March 25, 2019

Requested By: Teresa Evans, Planning & Dev Director

Department: Planning & Development

Report  Resolution:  Ordinance:

Exhibit: Code Enforcement Process Presentation

### Appropriation

Source of Funds: \_\_\_\_\_

Account Number: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Amount Requested: \_\_\_\_\_

Budgeted Item: YES NO

---

### SUMMARY & RECOMMENDATION

The Director of Planning and Development, Teresa Evans, along with her staff and the assistance of the Assistant City Attorney, Clark Askins will be providing the City Council a presentation over the City's Code Enforcement Process.

The presentation topics will include:

- Overview
- Enforcement Activities
- Administrative Process
- Legal & Judicial Process
- Policies & Legal Considerations
- Common Code Violations
- Recent Changes to Improve Service
- Opportunities to Improve Enforcement

The presentation is quite lengthy, it provides an in-depth understanding of La Porte's code enforcement process. Staff is considerate of the Mayor, City Council and publics time; therefore, there are several slides that are included to provide more detail to the processes and will not be discussed in much detail. At the conclusion of the presentation, staff welcomes Councils feedback and discussion about any "next steps."

---

#### Action Required by Council:

Receive presentation

---

#### Approved for City Council Agenda

---

Corby D. Alexander, City Manager

---

Date

# CODE ENFORCEMENT PROCESS

Monday, March 25, 2019



# CODE ENFORCEMENT

## Presentation Topics



1. Overview
2. Enforcement Activities
3. Administrative Process
4. Legal & Judicial Process
5. Policies & Legal Considerations
6. Common Code Violations
7. Recent Changes to Improve Service
8. Opportunities to Improve Enforcement
9. Council Feedback & Next Steps

# CODE ENFORCEMENT

## Overview

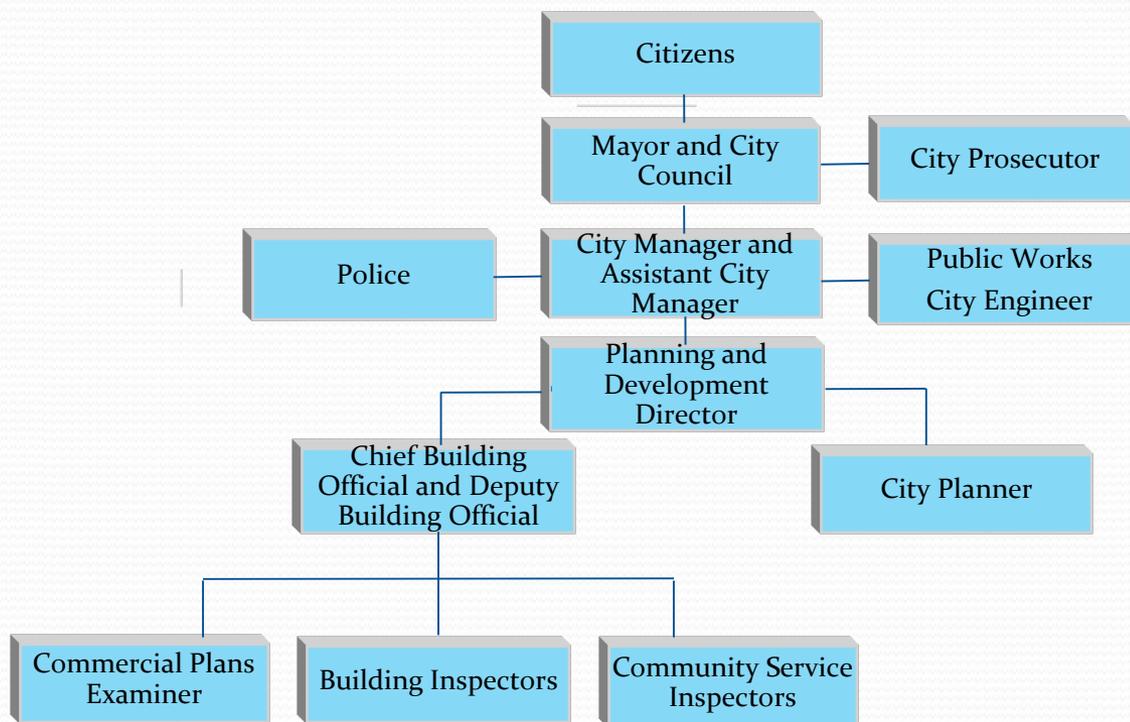


- The City's Planning Department employs two (2) Code Enforcement Officers, known as 'Community Service Inspectors'.
- The Inspectors conduct daily patrols of the City to identify code violations and respond to complaints and concerns.
- The Inspectors coordinate closely with the Building Inspectors, the Fire Marshal's Office, City Engineer, Public Works, City Planners, and the Police Department to properly cite code violations and address citizen complaints.
- The City is split into two zones, and an Inspector is assigned to each zone.





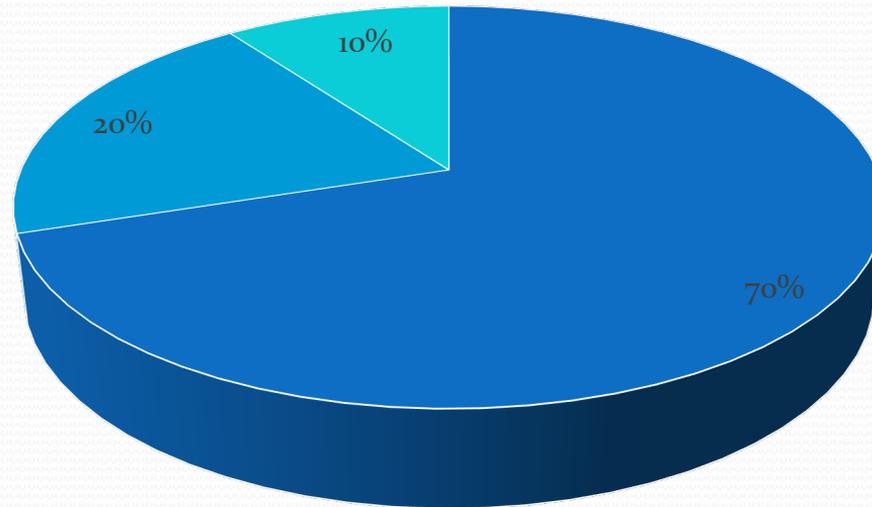
# CODE ENFORCEMENT TEAM



# CODE ENFORCEMENT Breakdown of Activities



Percentage of Work Week Devoted to Primary Activities



- Driving Patrols, Inspections & Reinspections (70%)
- Follow-Up Activities (Research, Violation Letters, Call Backs) (20%)
- Bandit Signs Pick-Up (10%)

# CODE ENFORCEMENT

## Daily Duties



- **In a typical day, Inspectors address the following:**

- Nuisance Violations
  - High Grass/Weeds
  - Trash/Debris
  - Stagnant water
  - Stagnant pools
  - Exterior storage
- Junk Vehicles
- Work without Permit and Building Code Violations
- Zoning
- Refuse Violations (early trash placement)
- Bandit Signs



# CODE ENFORCEMENT

## Annual Inspections



- **Inspectors are also responsible for:**
  - Annual Pool Inspections (non-city facility)
  - Annual Kennel Inspections (in conjunction with Animal Control)
  - Annual Alcohol Permit Inspections
  - Annual Group Care Home Inspections
  - Annual Donation Collection Bin Inspections



# CODE ENFORCEMENT

## Licensing Requirements



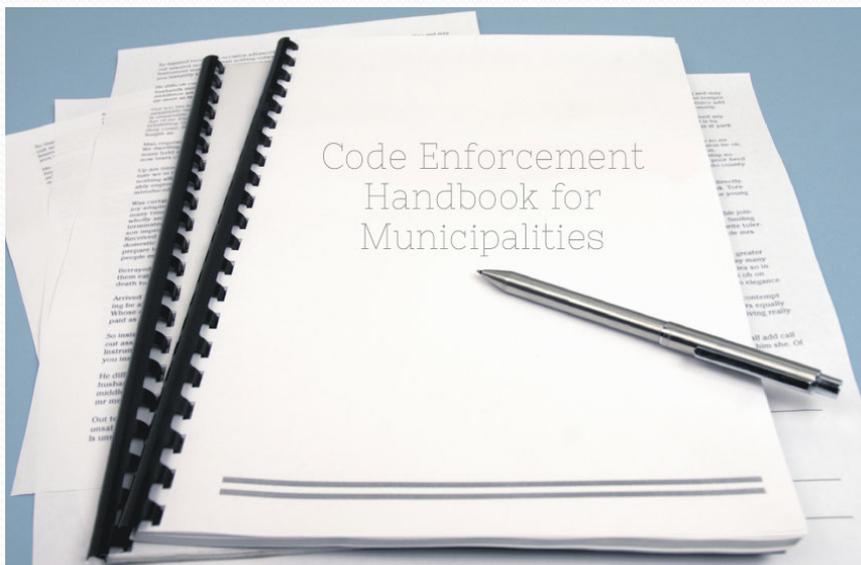
- The Texas Department of Licensing and Regulation (TDLR) oversees the Code Enforcement Officer Program.
- **Licensing Requirements for Inspectors include:**
  - Employed by city, county or state as a Code Enforcement Officer.
  - Attend a 40 hour Basic Code Enforcement Officer course through Texas A&M Extension Service (TEEX) and pass the final exam. Basic Course topics include:
    - Legal aspects of Code Enforcement (Court, Warrants, Citations)
    - Abatement Procedures
    - Zoning
    - Nuisance
    - Junk Vehicles
    - Dangerous Buildings



# CODE ENFORCEMENT

## Licensing Requirements

- Licensing Requirements continued:
  - Pass the state administered Code Enforcement Officer certification test
  - Serve as a Basic Code Enforcement Officer In-Training for one (1) year after passing the state test.
  - Apply to become a Licensed Code Enforcement Officer



# CODE ENFORCEMENT

## C.E. II Certification



- A Licensed Code Enforcement Officer, with one (1) year of experience, may attend the Code Enforcement Officer II (C.E. II) course, offered through Code Enforcement Assoc. of Texas (C.E.A.T.).
- C.E. II course topics include:
  - Management and Supervisory training
  - Budget training
  - In-Depth training of Zoning Regulations
  - In-Depth Legal training (e.g. when are warrants required, what are Licensed Officers allowed to do/not do)
- C.E.A.T. plans to add Code Enforcement Officer III and IV certifications.



# CODE ENFORCEMENT

## ICC Certifications



- International Code Council (ICC) Certifications
  - International Code Council – Property Maintenance and Housing Inspector
  - International Code Council – Zoning Inspector
  - International Code Council – Residential Building Inspector
- ICC is dedicated to developing model codes and standards used in the design, build, and compliance process to construct safe, sustainable, and resilient structures.



# CODE ENFORCEMENT

## Professional Standards



- The Texas Department of Licensing and Regulation (TDLR) holds Officers to a high professional standard.
  - Officers are required to attend twelve (12) hours of Continuing Education every two (2) years to renew their license.
  - Any person may file a complaint with TDLR if they believe a Licensed Code Enforcement Officer is acting outside of their scope or practicing in an unethical way. TDLR will initiate an Administrative Investigation to review the accusations. TDLR may impose fines, suspension, or revoke the license of a Code Enforcement Officer if it validates the accusations.
- Code Enforcement Officers may be sued civilly, separate from any city law suits, for illegal or unethical behavior.



# CODE ENFORCEMENT

## Adam Tanner, Inspector



### **Certifications**

- Basic C.E. License
- C.E. II Certification
- ICC Property Maintenance and Housing Inspector
- Certified Pool & Spa Inspector by the National Swimming Pool Foundation

### **Local Government Experience (19 years)**

- Fire Fighter/EMT (5 years)
- Public Safety Dispatcher and Dispatch Supervisor (14 years; 3 year overlap with Fire Dept.)
- Code Enforcement (3 years)
  - 1 year in League City
  - 2 years in La Porte

# CODE ENFORCEMENT

## Gary Gordon, Inspector



### **Certifications**

- Basic C.E. License
- C.E. II Certification
- ICC Residential Inspector

### **Public Service Experience (approx. 13.5 years)**

- Parole and Probation Officer (7 years)
- Code Enforcement (6.5 years)
  - 3 years in Louisiana
  - 3.5 years in League City
  - 4 months in La Porte

# CODE ENFORCEMENT

## Administrative Process



### IDENTIFICATION & INSPECTION

**STEP 1: Inspector identifies violation during patrol and/or responds to complaint.**

- Complaints can be submitted by:
  - <http://www.ci.la-porte.tx.us/931/Code-Enforcement-Issues>;
  - Call City Inspections Division at 281-470-5073; or
  - Make a complaint in person at City Hall.
- Complaints can be submitted anonymously by any of the above means.
- Complainant can go-online to check status of complaint.

# CODE ENFORCEMENT

## Administrative Process



### VERIFICATION & DOCUMENTATION

#### STEP 2: Inspector observes and documents the violation.

- A violation of city ordinance is a criminal offence and classified as a Class C Misdemeanor.
- Inspector will observe and document the violation (time stamped photo) in order to pursue legal action.
- Inspector may need to conduct further research of codes, permits, site plan records and coordinate with other City Departments to confirm the violation (e.g. work without permit, drainage issues).



# CODE ENFORCEMENT

## Administrative Process



### **VIOLATION NOTICE**

**STEP 3: For the first offense, Inspector will send a violation notice, also known as a warning letter, by certified mail.**

- The warning letter notifies the property owner/tenant/responsible party and provides the opportunity to come into compliance and abate the violation within a specified timeframe.
- Abatement period is generally ten (10) days but will vary depending on offense.
- The notice provides due process. Prosecutor must prove that the property owner acted with 'intent' or 'knowledge' if the case goes to trial.

# CODE ENFORCEMENT

## Administrative Process



### RE-INSPECTION & INITIATING LEGAL ACTION

**STEP 4:** Inspector will re-inspect property after abatement period passes, and if the violation has been corrected, the Inspector will close the case.

- At anytime within the 12 month period following the initial warning, if the Inspector verifies a reoccurrence of the same violation, the Inspector will initiate legal action.

**STEP 5:** If the violation is not corrected, the Inspector will prepare paperwork to initiate legal action.

- Inspectors do not possess the legal authority to issue citations for criminal offenses since Inspectors do not have the power to arrest.

**STEP 6:** The Inspector forwards the paperwork to Municipal Court and the City Prosecutor.

# CODE ENFORCEMENT

## Legal Process



### COMPLAINTS

**STEP 7:** In response to the Inspector's request, the City Prosecutor prepares the 'complaint'.

- There is generally a 24 hour turn-around to prepare the 'complaint'.
- The 'complaint' is the formal charging instrument and legally initiates the code enforcement case.

**STEP 8:** The Inspector confirms the language and signs the 'complaint'.

- By signing the 'complaint', the Inspector swears that s/he personally witnessed the offense.

# CODE ENFORCEMENT

## Judicial Process



### COURT SUMMONS

**STEP 9:** Municipal Court receives the executed 'complaint' and prepares the 'court summons' with notice of a court date.

**STEP 10:** Municipal Court mails the 'court summons' by certified mail to the defendant.

- The time period from case initiation to the scheduled court date is generally five (5) weeks.
- Beginning in February 2019, Municipal Court now holds two (2) code enforcement dockets each month.



# CODE ENFORCEMENT

## Legal Process



### INITIAL ARRAIGNMENT

**STEP 11:** The defendant appears at the initial arraignment and has the option to meet with the City Prosecutor and the Inspector.

- Code Enforcement cases are criminal cases, and a court appearance is always required.
- This defendant's first appearance in court is called the initial arraignment.
- The City Prosecutor represents the State.
- Prior to court date, the Inspector will visit property to confirm if the violation has been corrected.
- The defendant may enter a plea of not guilty and request a trial by Judge or Jury.



# CODE ENFORCEMENT

## Judicial Process



### COURT DISPOSITION

#### STEP 12:

- Municipal Court is a state criminal court hosted by the City.
- The Prosecution must prove the defendant is guilty beyond a reasonable doubt.
- The Judge and Jury have no authority to order compliance or abatement of the violation.
- Failure to comply with a court order may result in issuance of a warrant that may result in arrest.
- Failure to appear for a court date may result in issuance of an arrest warrant.

# CODE ENFORCEMENT

## Fines and Abatement



### **FINES**

- The State of Texas stipulates that fines or penalties for violations of ordinances and regulations that govern fire safety, zoning, public health and sanitation (other than the dumping of refuse) shall not exceed \$2,000.



### **COURT ORDER TO ABATE VIOLATION**

- City may pursue injunctive relief/abatement of violation in Civil Court, a.k.a. Harris County District Court.
- City can sue the defendant in accordance with Local Government Code Chapter 54 for court order to abate the violation.



# POLICY AND LEGAL CONSIDERATIONS

# CODE ENFORCEMENT

## Standard Policies/Legal Aspects



### **Violations observed from a public point of view**

- Violations documented from a public point of view/public right of way, may only be observed from “where the mailman would go” (e.g. Sidewalk, Driveway, Walkway, Front Porch).
  - Inspectors may not look over someone’s privacy fence.
  - Inspectors may not lift up a car cover to see if a vehicle’s registration is expired or missing.
- Inspectors may only access areas that the ‘reasonable’ person would have access to for the purpose of verifying and documenting a violation.

### **Violations observed from private property**

- Officers may view the violation from a neighboring property only with the permission of the neighboring property owner.
- An administrative search warrant from the Judge is required to access private property.

# CODE ENFORCEMENT

## Common Violations



- Nuisance Violations
  - High Grass & Weeds
  - Trash/Debris
  - Stagnant water
  - Stagnant pools
  - Exterior storage
- Junk Vehicles
- Working without Permit and Building Code Violations
- Zoning
- Refuse Violations (early trash placement)
- Bandit Signs



# CODE ENFORCEMENT

## High Grass & Weeds



High Grass and Weeds are regulated in compliance with Chapter 34, Article IV. – Unsanitary, Unsightly Conditions on Private Premises.

High Grass and Weeds are defined as any vegetation or growth over 12 INCHES on lots and 18 INCHES on acreage within 150 feet of a residence or business.



# CODE ENFORCEMENT

## High Grass & Weeds



### PROCESS

**STEP 1:** Inspector will visually verify, measure, and photo document high grass and weeds.

**STEP 2:** For the first verified offense, a 10 day violation notice will be sent by certified mail.

**STEP 3:** Re-inspection occurs 15 days later. The 15 day period allows time for the notice to be mailed and received.

- If the violation was abated, the case is closed.
- If not abated, and the property is vacant or unoccupied, the property will be placed on a mow list to be mowed by the city contractor. Invoice will be sent to property owner for cost of mowing plus an administrative fee.
- If not abated, and the property is occupied, the City will initiate legal action.

# CODE ENFORCEMENT

## Junk Vehicles



**Junk Vehicles are regulated in accordance with Chapter 34, Article V.**

- The City's ordinance mirrors the Texas Transportation Code.

**A junk vehicle MUST meet all of the following criteria:**

- No visible registration or expired registration AND
- Is wrecked, dismantled, or partially dismantled OR
- Is inoperable and has remained inoperable for more than:
  - 72 hours on public property
  - 30 CONSECUTIVE days on private property

# CODE ENFORCEMENT

## Junk Vehicles



### PROCESS

#### **STEP 1: Officer inspects and confirms junk motor vehicle.**

- If the condition of the vehicle is unknown during initial inspection, photos of the vehicle will be taken and the tires will be marked to verify movement. Vehicle will be periodically checked for the next 10 days to determine if it's operable.
- If Inspector can verify Junk Vehicle at the initial inspection, photos of the vehicle will be taken, tires may be marked, and the vehicle may be red tagged.

#### **STEP 2: 10 Day Violation Notice is mailed to all responsible parties.**

- Notice is sent to the Property Owner, Tenant, Vehicle Owner, and Lienholder of the vehicle.
- Notices are mailed out via Certified Mail with Return **AND** through regular mail.

# CODE ENFORCEMENT

## Junk Vehicles



### **STEP 3: Abatement Period**

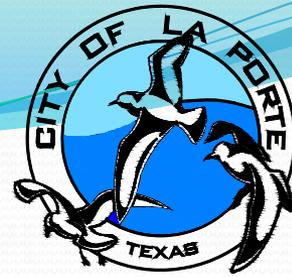
- 45 day period guarantees city compliance with the State Transportation Code requirement that the vehicle has been inoperable for 30 days. The additional 15 days allows time for mailing of warning letter and correction of violation after Inspector has confirmed vehicle has been inoperable for 30 days.

### **STEP 4: Re-inspection**

- If the vehicle has been removed from the property, case is closed.
- If the vehicle has a valid registration, case is closed.
- If the vehicle can be proven operable (operated in staff presence), the case is closed.

# CODE ENFORCEMENT

## Junk Vehicles



**STEP 5: If the vehicle has NOT been repaired or removed, Inspectors will do one of the following:**

- Vehicle may be towed by the City's Junk Vehicle Contractor, **OR**
- A court summons will be issued for the violation.
  - State law mandates that Junk Vehicles that are towed must be demolished immediately, and not held at an impound lot.
  - Inspectors have discretion to initiate legal action if the vehicle is in a repairable condition.



# CODE ENFORCEMENT

## Exterior Storage



Exterior Storage is regulated in compliance with Section 106.773 of the Code of Ordinances.

Exterior Storage is defined as items that are stored in the public view at a residence.

Exterior storage definition **EXCLUDES:**

- Toys
- Construction Materials in use
- Vehicles
- Landscape Material
- Lawn and Garden Tools



# CODE ENFORCEMENT

## Early Trash Placement



**Early Trash Placement is regulated in accordance with Chapter 58, Article II.  
– Collection and Disposal – Division 1**

- Regular residential trash should NOT be placed out for pick-up any earlier than 5 am or later than 7 am on the day of collection. The City provides residential trash pick-up two (2) times a week.
- Heavy trash should NOT be placed out any earlier than five (5) days prior to the first scheduled pick-up. The City provides heavy trash pick-up once a month.



# CODE ENFORCEMENT

## Early Trash Placement



### PROCESS

**STEP 1:** Inspector will verify violation.

**STEP 2:** Upon verification and documentation of violation, Inspector will send 3 day Violation Notice to the Property Owner and/or Tenant.

**STEP 3:** Re-inspection occurs eight (8) days later.

- Eight (8) day abatement period allows time for notice to be mailed and received.
- Due to timing/schedule of trash pick-up, ***MOST*** of these violations are abated and the case is closed. However, the notice will serve as a 'Warning' for future violations and the next violation will be addressed with legal action.

# CODE ENFORCEMENT

## Dumping



### **Regulated in accordance with Chapter 58, Article I. – Dumping**

- City receives several complaints of dumping every month.
- Dumping ordinance is one of the most difficult to enforce because Inspectors almost never catch who did it.

### **Typical Scenario**

- Residents who don't want to put heavy trash in front of their property will dump it on vacant lots within the City.
- Without having evidence and proof of who did the dumping, there is really no way for the City to "go after" the person dumping.
- The City places blame and cost of removal on the property owner.

# CODE ENFORCEMENT

## Dumping



### PROCESS

**STEP 1:** Inspector verifies and documents dump site.

**STEP 2:** Inspector mails Violation Notice to the property owner.

**STEP 3:** Property Owner is given ten (10) days to abate.

**STEP 4:** Re-Inspection occurs fifteen (15) days later (time given for notice to be mailed)

- If the violation was abated, the case is closed.
- If not abated, Inspector contacts contractor to request a bid for debris removal.

**STEP 5:** Abatement occurs after bid approval.

**STEP 6:** Property Owner is invoiced for debris removal plus an administrative fee. If not paid, a lien is placed on the property.

# CODE ENFORCEMENT



## Building Maintenance & Working Without Permit

**Regulated in accordance with Chapter 82, Article II – Building Codes**

### **Working Without a Permit examples:**

- Certain work, such as roof, sheetrock, siding, driveway, demolition and privacy fence construction require a permit from the City.

### **Building Maintenance examples:**

- Dilapidated roof
- Missing fascia boards
- Fence in disrepair
- No water service



# CODE ENFORCEMENT



## Building Maintenance & Working Without Permit

### PROCESS

**STEP 1: Inspector will identify and verify if violation exists.**

- If work is actively going on at a property, Inspector will confirm if any permits are required or have been issued for the property. In some circumstances, Inspector will coordinate with Building Inspectors or Deputy Building Official and issue a Stop Work Order at the location.



# CODE ENFORCEMENT



## Building Maintenance & Working Without Permit

### **STEP 2: Abatement/Compliance Period**

- Violators are given anywhere from three (3) days for Working Without a Permit to 10-30 days for Building Maintenance issues to come into compliance.

### **STEP 3: Recheck and Re-inspection**

- For Working Without a Permit violation, if permit applied for or obtained during abatement period, case is closed. If not, Inspector initiates legal action.
- For building maintenance issues, Inspector will re-inspect after compliance period ends. If building complies, case is closed. If violation continues, Inspector initiates legal action against property owner or tenant.

# CODE ENFORCEMENT

## Dangerous Buildings



### **Dangerous Buildings are regulated pursuant to Chapter 82, Article II – Building Codes**

- If City is unable to locate the owner for a vacant property, options are limited and the violation may exist for a while.
- Chief Building Official, Fire Marshal and Fire Chief will determine if property meets the definition of a Dangerous Building.
- Staff may place the property on a Dangerous Buildings list to be reviewed by the Dangerous Buildings Inspection Board.
- Dangerous buildings require Council approval to demolish property. Council may also grant an extension to owner to repair property.

# CODE ENFORCEMENT

## Off-Street Parking



**Parking on Grass:** Off-street parking on grass is regulated in accordance with Section 106-837 (6), which prohibits parking vehicles on FRONT lawn.

### **Parking in Right of Way:**

- Inspectors are coordinating with the Police Department to address vehicles parked in the right of way. Inspectors may verify violation and then contact the Police Department to tow vehicle to impound yard, in accordance with Chapter 70, Article V. Chapter 70- Traffic and Vehicles. This Chapter falls under the authority of the Police Department.



# CODE ENFORCEMENT

## Bandit Signs



- Inspectors removed 3,679 signs from public right-of-way in 2018.
- Signs on private property are not removed.
- Community Service Inspectors coordinate with Building Inspectors to remove signs weekly.
- Bandit signs are difficult to proactively address because
  - Most signs only list a phone number, and
  - Phone numbers are not enough information to send Violation Notices.

# CODE ENFORCEMENT

## Recent Service Improvements



### RECENT CHANGES TO IMPROVE CUSTOMER SERVICE...

- **2<sup>nd</sup> monthly Code Enforcement Docket** added by Municipal Court, beginning in February, to expedite case load.
- **Bandit Sign Pick-Up**
  - Team Approach- all Inspectors assisting with bandit sign pick-up.
  - Community Event Signs- Inspectors are no longer picking up signs associated with community events or children's sport leagues.
  - Garage Signs- Inspectors pick up signs on Monday, and not prior to weekend sales.





# CODE ENFORCEMENT

## Options to Improve Enforcement

### **OPPORTUNITIES TO IMPROVE ENFORCEMENT**

- Limit warning notices for repeat offenders and/or specific violations
- Adopt policies to address repeat offenders
- Adopt new bandit sign policies that address following:
  - Continue to save and give signs back upon request or throw away signs?
  - Public Works' participation in weekly sign pick-up?
  - Limit number of annual garage sales and/or require permit
- Authorize Chapter 106 updates to address citizen complaints
  - Examples: Parking vehicles on grass in backyard; Parking in ROW;
- Sue violators in Civil Court for injunctive relief
- Identify and partner with community organizations to assist citizens experiencing economic distress and/or otherwise unable to comply.



# FEEDBACK & NEXT STEPS



**Council Agenda Item  
March 25, 2019**

**7 (a) Receive report of the La Porte Development Corporation Board Meeting – Councilmember Nancy Ojeda**

\*\*\*\*\*



## Council Agenda Item March 25, 2019

### 8. ADMINISTRATIVE REPORTS

- Drainage and Flooding Committee Meeting, Monday, April 8, 2019
- City Council Meeting, Monday, April 8, 2019
- Planning and Zoning Commission Meeting, Thursday, April 18, 2019
- City Council Meeting, Monday, April 22, 2019
- Zoning Board of Adjustment Meeting, Thursday, April 25, 2019

### 9. COUNCIL COMMENTS *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilmembers, and City staff, for which no formal action will be discussed or taken.*

### 10. EXECUTIVE SESSION

The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code, in accordance with the authority contained in:

#### **Texas Government Code, Section 551.071(1)(A) - Pending or Contemplated Litigation:**

Meet with the City Attorney and City Manager to discuss Tradebe Environmental Services, LLC vs. City of La Porte.

**Texas Government Code - Section 551.072 - Deliberation regarding purchase, exchange, lease or value of Real Property:** Meet with the City Manager and City Attorney to discuss value of real property in industrial districts, concerning negotiations with industry representatives for terms of new Industrial District Agreements.

### 11. RECONVENE into regular session and consider action, if any, on item(s) discussed in executive session.

### 12. ADJOURNMENT

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with counsel on legal matters; Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - implementation of security personnel or devices; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

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