



**CITY OF LA MARQUE
CITY COUNCIL
SPECIAL AGENDA
of
August 19, 2026**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Special Meeting** on **August 19, 2026**, beginning at **4:00 PM** in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas** as well as via **video-conference hosted through Zoom** (<https://cityoflamarque-org.zoomgov.com>). The Zoom Meeting ID: 161 728 0595 and Passcode: 163641. In accordance with Section 551.127(b) of the Texas Government Code the presiding officer and a quorum of the La Marque City Council intend to be and will be physically present at 1109-B Bayou Road, La Marque, Texas. This location will be open to the public and the meeting will be broadcast at this location, on Channel 16, and via YouTube (<https://www.youtube.com/watch?v=L6G8ypjyEDo>).

The Council will meet for the purpose of considering the following agenda:

1. CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION AND PLEDGE OF ALLEGIANCE
4. CITIZENS PARTICIPATION
LIMITED TO THREE MINUTES PER PERSON

Comments from the public will be heard at this time. Any person with city-related business who has signed up may speak to Council (limited to three (3) minutes). If wishing to speak give the Mayor or presiding officer your full legal name and the item you wish to speak about. In compliance with Texas Open Meeting Act, the City may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours. *Press *6 to mute or unmute if you are participating by telephone, press the unmute button if attending via zoom on a smartphone, tablet or computer, or stand if attending in person, and the mayor will call on you in turn.*

5. PUBLIC HEARINGS

Conduct Public Hearing to hear public input on:

- 5.I. Ordinance No. O-2026-0015
Amending Chapter 41, Subdivisions, of the Code of Ordinances of the City of La Marque, Texas, providing a severability clause; and providing for publication and an effective date - *Development Services*
- 5.II. Ordinance No. O-2026-0017
Discuss and consider Ordinance No. O-2026-0017 an ordinance of the city

council of the City of La Marque, Texas, repealing and replacing Ordinance No. O-2024-0008 thereby enacting a new code of ethics, including providing for a repealer clause, a severability clause, and a penalty clause; providing for publication and an effective date - *Administration / Legal*

6. CONSENT AGENDA

6.I. Ordinance No. O-2026-0015

Amending Chapter 41, Subdivisions, of the Code of Ordinances of the City of La Marque, Texas, providing a severability clause; and providing for publication and an effective date - *Development Services* **THIS IS THE SECOND AND FINAL READING**

6.II. Ordinance No. O-2026-0017

Discuss and consider approving Ordinance No. O-2026-0017 an ordinance of the city council of the City of La Marque, Texas, repealing and replacing Ordinance No. O-2024-0008 thereby enacting a new code of ethics, including providing for a repealer clause, a severability clause, and a penalty clause; providing for publication and an effective date - *Administration / Legal* **THIS IS THE SECOND AND FINAL READING**

7. NEW BUSINESS

Items presented to the Council for discussion and possible action:

7.I. Agreement: City Manager Shawna Burkhart

Discussion and possible action to approve an employment agreement for the new City Manager Shawna Burkhart.

8. EXECUTIVE SESSION

The City Council for the City of La Marque, Texas reserves the right to adjourn into executive session at any time during this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code Section 551.071 (Consultation with Attorney), 551.072(Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development)

8.I. Section 551.074 (Personnel Matter) - To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - Interim City Clerk / City Clerk

8.II. Section 551.071 (Consultation with Attorney) - To seek advice of its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, and/or regarding pending or contemplated litigation or a settlement offer, concerning:

Case No. 3:23-CV-65 Lakeisha Feast and Adrian Jones vs. City of La Marque, Texas in the United States Southern District Court, Galveston Division

Case No. 3: 22cv00112; Joseph Lowry vs City of La Marque, Texas et. al. in the United States Southern District Court, Galveston Division

Case No. 4:26-CV-4950 Myeasha Thibodeaux vs City of La Marque, Texas in the United States Southern District Court, Houston Division

Case Number 25-CV-1918 Estevez vs Reeves and the City of La Marque, Texas in the 405th District Court of Galveston County, Texas

Case Number 24-CV-1649 Kou vs City of La Marque in the 122nd District Court of Galveston County, Texas.

Case No. 26-CV-0361 Kantowski vs City of La Marque in the 56th District Court of Galveston County, Texas.

9. ACTIONS TAKEN FROM EXECUTIVE SESSION

- 9.I. Section 551.074 (Personnel Matter) - To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - Interim City Clerk / City Clerk

10. ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before August 13, 2026 by 6:45 p.m.

Kandice Garrett, TRMC
Interim City Clerk

AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Camden, ss:

Ankit Sachdeva, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC and duly authorized agent of the The Galveston County Daily News, a Daily newspaper published in Texas City, State of Texas, and in general circulation within Galveston County, that the attached printed material was published in said newspaper.

PUBLICATION DATES:

Aug. 12, 2026

NOTICE ID: L4aEFbp76voyUTqaMTmk

PUBLISHER ID: 1420543

NOTICE NAME: PH O-2026-0015 Amending 41-103

Publication Fee: \$210.25

I declare under penalty of perjury that the foregoing is true and correct.

Ankit Sachdeva

(Signed) _____

VERIFICATION

State of New Jersey
County of Camden

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

Subscribed in my presence and sworn to before me on this: 08/13/2026

Sharon E. Pope

Notary Public

Notarized remotely online using communication technology via Proof.

Ordinance

ORDINANCE NO. O-2026-0015

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, AMENDING CHAPTER 41, SUBDIVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF LA MARQUE, TEXAS, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE

PASSED AND APPROVED by City Council of the City of La Marque on First reading this **10th** day of **August** 2026.

A PUBLIC HEARING WILL BE HELD DURING THE CITY COUNCIL MEETING ON WEDNESDAY, AUGUST 19, 2026, AT 6:00 PM, IN THE COUNCIL CHAMBERS, 1109-B BAYOU ROAD, LA MARQUE, TEXAS 77568

Kandice Garrett, Interim City Clerk
City of La Marque

Published: August 12, 2026

AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Camden, ss:

Ankit Sachdeva, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC and duly authorized agent of the The Galveston County Daily News, a Daily newspaper published in Texas City, State of Texas, and in general circulation within Galveston County, that the attached printed material was published in said newspaper.

PUBLICATION DATES:

Aug. 12, 2026

NOTICE ID: cpCPeGCaCmpmPFNvgGce

PUBLISHER ID: 1420550

NOTICE NAME: PH O-2026-0017 New Code of Ethics

Publication Fee: \$222.91

I declare under penalty of perjury that the foregoing is true and correct.

Ankit Sachdeva

(Signed) _____

VERIFICATION

State of New Jersey
County of Camden

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

Subscribed in my presence and sworn to before me on this: 08/13/2026

Sharon E. Thomas-Pope

Notary Public

Notarized remotely online using communication technology via Proof.

Ordinance

ORDINANCE NO. O-2026-0017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, REPEALING AND REPLACING ORDINANCE NO. O-2024-0008 THEREBY ENACTING A NEW CODE OF ETHICS, INCLUDING PROVIDING FOR A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND A PENALTY CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE

PASSED AND APPROVED by City Council of the City of La Marque on First reading this **10th** day of **August** 2026.

A PUBLIC HEARING WILL BE HELD DURING THE CITY COUNCIL MEETING ON WEDNESDAY, AUGUST 19, 2026, AT 6:00 PM, IN THE COUNCIL CHAMBERS, 1109-B BAYOU ROAD, LA MARQUE, TEXAS 77568

Kandice Garrett, Interim City Clerk
City of La Marque

Published: August 12, 2026

ORDINANCE NO. O-2026-0015

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, AMENDING CHAPTER 41, SUBDIVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF LA MARQUE, TEXAS, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of La Marque (the "City") regulates the submittal, review, and approval of plats and general plans under Chapter 41, Subdivisions, of the Code of Ordinances of the City; and

WHEREAS, Section 41-103 of the Code of Ordinances currently provides that complete plat and general plan applications submitted on or before the tenth calendar day prior to the next regularly scheduled Planning and Zoning Commission meeting shall be filed for consideration at that meeting; and

WHEREAS, the City has determined that additional time is needed to allow for adequate staff and Planning and Zoning Commission review of complete applications and, on the rare occasion that notice must be mailed for certain replats, to allow sufficient time to provide such notice; and

WHEREAS, the City Council finds that amending Section 41-103 to require that complete plat and general plan applications be filed in accordance with the City's official submittal calendar, established by the City Manager, will better reflect the City's actual practice, promote compliance with state law, and serve the public health, safety, and welfare of the City and its residents;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, THAT:

Section 1. The findings and recitals set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. Amendment. The introductory paragraph of Section 41-103, Submittal requirements and approval criteria, of Chapter 41, Subdivisions, of the Code of Ordinances of the City of La Marque, Texas, is hereby amended to read as follows, with additions indicated by underline and deletions indicated by strikethrough:

Only complete applications may be filed with the ~~city manager~~ City for consideration by the planning and zoning commission and city council under this article. ~~All complete plat and general plan applications submitted to the city manager during regular city business hours on or before the tenth calendar day prior to the next regularly~~

~~scheduled planning and zoning commission meeting shall be filed for consideration by the planning and zoning commission and city council at their next regularly scheduled meeting; provided, however, complete plat or general plan applications submitted on after the ninth day prior to the next regularly scheduled planning and zoning commission meeting shall be filed for consideration at the next regularly scheduled or special called planning and zoning commission meeting within 30 days of the date the complete plat or general plan application is submitted, unless otherwise requested in writing by the applicant. An application is not considered filed, and the review period required by Chapter 212 of the Texas Local Government Code does not begin, until the City Manager determines that the application is complete. The City Manager shall establish and publish an official plat and general plan submittal calendar that designates the submittal days on which applications are accepted and the regularly scheduled planning and zoning commission meeting at which each complete application will be considered. The submittal calendar shall be established so that the planning and zoning commission and city council are able to act on each complete application within the time required by Chapter 212 of the Texas Local Government Code and so that adequate time is provided for review of the application and for any notice required for a replat. Applications are accepted only on the submittal days shown on the calendar, and an application tendered before a submittal day is not accepted until the next submittal day, unless otherwise requested in writing by the applicant.~~

As amended, the introductory paragraph of Section 41-103 shall read as follows:

Only complete applications may be filed with the City for consideration by the planning and zoning commission and city council under this article. An application is not considered filed, and the review period required by Chapter 212 of the Texas Local Government Code does not begin, until the City Manager determines that the application is complete. The City Manager shall establish and publish an official plat and general plan submittal calendar that designates the submittal days on which applications are accepted and the regularly scheduled planning and zoning commission meeting at which each complete application will be considered. The submittal calendar shall be established so that the planning and zoning commission and city council are able to act on each complete application within the time required by Chapter 212 of the Texas Local Government Code and so that adequate time is provided for review of the application and for any notice required for a replat. Applications are accepted only on

the submittal days shown on the calendar, and an application tendered before a submittal day is not accepted until the next submittal day, unless otherwise requested in writing by the applicant.

Section 3. Severability. In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. Publication and Effective Date. This Ordinance shall be effective immediately, after final passage by City Council, a public hearing in accordance with Section 2.19 of the City Charter, and publication of this ordinance or a caption that summarizes the purpose of this ordinance.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on First Reading this **10th** day of **August**, 2026; and

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this **19th** day of **August**, 2026.



CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kandice Garrett, TRMC, Interim City Clerk

APPROVED AS TO FORM:

Gus Knebel, Consulting City Attorney

ORDINANCE NO. O-2026-0017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, REPEALING AND REPLACING ORDINANCE NO. O-2024-0008 THEREBY ENACTING A NEW CODE OF ETHICS, INCLUDING PROVIDING FOR A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND A PENALTY CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE

WHEREAS, the City Council of the City of La Marque, Texas (City Council) seeks to promote ethical behavior in public service, foster transparency in municipal decision-making, and establish an environment of integrity; and

WHEREAS, the City Council is committed to increasing citizens' trust in their public servants, in the process for allocating public resources, and in procedures for enacting and enforcing municipal regulations; and

WHEREAS, the City Council strives to provide a reasonable means of processing accusations of unethical conduct and investigating such allegations in a prudent manner; and

WHEREAS, in accordance with the La Marque Home Rule Charter, Section 11.05 the City Council is obligated to enact an ordinance adopting a code of ethics to establish guidelines for high ethical standards in official conduct by City officials, board, committee, and commission members, and provide penalties for violations; and

WHEREAS, in accordance with La Marque Home Rule Charter, Section 2.10e, City Council has the power to inquire into the official conduct of any elected officials, department, agency, appointed boards, office, officers, employees or appointed board members of the City; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City Council has the authority to adopt an ordinance that is for the good government, peace, or order of the municipality, and is necessary or proper for carrying out a power granted by law to the municipality; and

WHEREAS, the City Council finds this ordinance to be reasonable, prudent, and in the best interests of the City of La Marque.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of La Marque, Texas that:

- Section 1. Findings of Fact:** The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.
- Section 2. Specific Repealer:** Ordinance No. O-2024-0008 is hereby repealed in its entirety.
- Section 3. Adoption:** That the Code of Ordinances, City of La Marque, Texas, is hereby amended by replacing the current Code of Ethics with the newly updated Code of Ethics, which said section reads as set forth in *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.
- Section 4. General Repealer:** To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated.
- Section 5. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.
- Section 6. Codification:** The City Clerk is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by the Texas Local Government Code, Section 52.013.
- Section 7. Effective Date:** This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.
- Section 8. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED, AND APPROVED by the City Council of the City of La Marque on First Reading this **10th** day of **August**, 2026; and

PASSED, APPROVED & ADOPTED by the City Council of the City of La Marque on Second and Final Reading this **19th** day of **August**, 2026.



CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kandice Garrett, TRMC, Interim City Clerk

APPROVED AS TO FORM:

Gary Smith, Bojorquez Special Counsel Attorney

CODE OF ETHICS

DIVISION 1. GENERALLY

1. Authority.

This Article is enacted pursuant to the authority granted under section 11.05 of the Charter.

2. Purpose.

The purpose of this article is to foster transparency and an environment of integrity for those that serve the City and our citizenry. The City Council enacted this Article in order to increase public confidence in our municipal government. It is the policy of the City that all City Officials and employees shall conduct themselves in a manner that assures the public that we are faithful stewards of the public's trust. City Officials have a responsibility to the citizens to administer and enforce the City Charter and City ordinances in an ethical manner. To ensure and enhance public confidence in our municipal government, each City Official must strive not only to maintain technical compliance with the principles of conduct set forth in this Article, but to aspire daily to carry out their duties objectively, fairly, and lawfully. Furthermore, this Article was enacted to ensure that decision-makers provide responsible stewardship of city resources and assets.

It is not the purpose of this Article to provide a mechanism for City Officials to defame, harass or abuse their political opponents, or publicize personal grudges. Rather, this Article is intended to provide a framework within which to encourage ethical behavior and enforce basic standards of conduct while providing due process that protects the rights of both the Complainant and the Accused.

3. Prospective.

This Article shall apply prospectively and shall not sustain any Complaints based on acts or omissions alleged to have taken place prior to the effective date of this Article, that being September 1, 2026.

4. Applicability.

This article applies to the following persons:

(a) *City Officials.*

(b) *Former City Officials* whose separation from city service occurred less than one (1) year from the date of any alleged violation of this article. Application of this Article to Former City Officials shall be limited to alleged violations:

- (1) That occurred during the individual's term as a City Official;
- (2) Of the prohibition on representing for compensation, any person or entity in connection with any matter before the City; or
- (3) Of the prohibition on providing services in connection with any project, proceeding, or other matter in which the individual participated personally and substantially as a City Official (subsequent work on prior projects).

(c) *Vendors*; and

(d) *Complainant(s)*.

(e) *City Representatives*.

Concerns regarding City employees not listed above may be brought to the attention of the City Manager for assessment in accordance with any applicable personnel policies.

5. Definitions.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accepted Complaint: A sworn allegation of a violation of this Article after the required documentation has been submitted to the City Clerk and determined to be administratively complete.

Accused: A City Official, Former City Official, vendor, or complainant who has been charged in a Complaint with having violated this Article.

Actionable Complaint: An Accepted Complaint that has been deemed by a Panel to contain allegations and evidence that, if accepted as true, would support a finding that a violation of this Article has occurred.

Advisory Opinions: Written rulings regarding the application of this Article to a particular situation or behavior.

Article: The Code of Ethics for the City of La Marque.

Baseless Complaint: A Complaint that does not allege conduct that would constitute a violation of this Article, or that does not provide evidence that, if true, would support a finding that a violation of this Article has occurred.

Business Entity: A sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, political subdivision, government agency, university, or any other entity recognized by law.

Candidate: A person who has filed an application for a place on a ballot seeking public office with the City, or one who has publicly announced the intention to do so.

Charged: A Complaint alleging a violation of this Article that has been accepted and determined to be actionable.

City: The City of La Marque in the County of Galveston and State of Texas.

City Charter: The home-rule charter for the City of La Marque.

City Clerk: The person appointed to serve in the capacity provided for by Section 2.09 of the City Charter, or their designee and clerical staff acting in the City Clerk's absence.

City Official: For purposes of this Article, the term consists of the City Council members, City Manager, City Clerk, City Attorney, Municipal Court Judge, and members of all boards and commissions whose entire membership is appointed by the City Council.

City Representative: For purposes of this Article, the term consists of City Officials, and appointed members to all boards, commissions and committees, or any other individual whose conduct and public image reflects upon the image and values of the City.

Code: The Code of Ordinances of the City of La Marque, Texas, as such Code may be amended from time to time.

Complainant: The human individual who submitted a Complaint to the City.

Complaint: Written documentation submitted to the City accusing a City Official, Former City Official, Vendor or Complainant of violating this Article.

Confidential Information: Any written information that could or must be excepted from disclosure pursuant to the Texas Public Information Act (the "Act"), if such disclosure has not been authorized; or any non-written information which, if it were written, could be excepted from disclosure under that Act, unless disclosure has been authorized by the City Council or City Manager. The term also includes data conveyed in executive session (i.e., a closed meeting) in accordance with the Texas Open Meetings Act. Data shall not be considered Confidential Information if public disclosure has been authorized by the City Council, City Manager, or City Attorney.

Conduct Unbecoming a City Representative: Any conduct in which a City Official, Employee, Elected Official, Appointed Official, Vendor associates their position with the City with any form of discrimination or harassment based on race, religion, nationality, sexual orientation, economic status or parental status, or any other conduct which that would be repugnant to and contravene the values of good government and confidence in the City.

City Council: The governing body of the City of La Marque, Texas, including the Mayor and City Council members.

Deliberations: Discussions at the City Council dais and/or voting as a member of a Board or Commission. This term does not apply to a general vote on a broad, comprehensive, or omnibus motion having uniform applicability, such as approval of the city budget.

Former City Official: A City Official whose separation from City service occurred less than one (1) year from the date of an alleged violation of this Article.

Frivolous Complaint: A sworn, Baseless Complaint brought in bad faith or for the purpose of harassment.

Harassment: Conduct directed at a specific person, intended to cause substantial emotional distress in such person, and serving no legitimate purpose.

Interfere: A person interferes with a process or activity pertaining to this Article when they intentionally and wrongfully take part in, or prevent, a City process or activity from continuing or being carried out properly or lawfully.

Panel: An *ad hoc* subcommittee of the City Council consisting of two (2) members assigned by the Mayor (as applicable) on a rotating basis.

Pending Matter: An application seeking approval of a permit or other form of authorization required by city, state, or federal law; a proposal to enter into a contract or arrangement with the City for the provision of goods, services, real property or other things of value; a case involving the City that is (or is anticipated to be) before a civil, criminal, or administrative tribunal.

Person: Associations, corporations, firms, partnerships, bodies politic and corporate, as well as individuals.

Recklessly: Acting with a conscious disregard of a substantial and unjustifiable risk that a certain result is likely to occur. The risk must be of such a nature and degree that to disregard it constitutes a gross deviation from the standard of care that an ordinary person would exercise under the same circumstances.

Relative: A family member related to a City Official within the third (3rd) degree of affinity (marriage) or consanguinity (blood or adoption).

Represent: to act or speak as an agent, spokesperson, or advocate of a person, property or organization in financial or regulatory proceedings before the City.

Shall: A mandatory obligation, not a permissive choice.

Special Counsel: An independent, outside attorney engaged by the city to advise the City as an organization and/or the City Council.

Vendor: A person who provides or seeks to provide goods, services, or real property to the city in exchange for compensation. This definition does not include those property owners from whom the city acquires public right-of-way.

6. Cumulative and Non-Exclusive.

This Article is cumulative of and supplemental to all applicable provisions of the City Charter, other City ordinances, and state/federal laws and regulations. Compliance with this Article does not excuse or relieve any person from any obligation imposed by any other rule. Attempts to enforce this Article shall not be construed as foreclosing or precluding other enforcement options provided by other law.

DIVISION 2. RULES OF CONDUCT

7. Expectations.

The following list conveys the City Council's expectations for City Officials. These expectations are aspirational and shall not serve as the basis for a Complaint.

- (a) City Officials are expected to conduct themselves in a manner that fosters public trust.
- (b) City Officials are charged with performing their public duties in a way that projects a high level of personal integrity and upholds the integrity of the organization.
- (c) City Officials should avoid behavior that calls their motives into question and erodes public confidence.
- (d) City Officials should place the municipality's interests and the concerns of those the City serves above private, personal interests.
- (e) Those who serve the City are expected to demonstrate and adhere to the values the City upholds, including honesty, trustworthiness, diligence, objectivity, fairness, due process, efficiency, and prudence.
- (f) City Officials should balance transparency with the duty to protect personal privacy and preserve the confidential information with which the city has been entrusted.
- (g) It is neither expected nor required that those subject to this Article relinquish or waive their individual rights.

8. Prohibitions.

(a) Conflicts of Interest:

- (1) *Deliberation Prohibited.* It shall be a violation of this Code for a City Official to knowingly Deliberate regarding a Pending Matter for which the City Official currently has a conflicting interest (as defined below). City Officials with a current conflicting interest in a Pending Matter must recuse themselves and abstain from deliberations. It is an exception to this recusal requirement if the City Official serves on the City Council, or other body and a majority of the members of that body are composed of persons who are likewise required to file (and who do file) disclosures on the same Pending Matter.
- (2) *Disclosure Required.* If a City Official has a conflicting interest in a Pending Matter, the City Official shall disclose the nature of the conflicting interest by filing a sworn statement with the City Clerk. Disclosures under this subsection shall be for the time period, including the previous calendar year, and up to date where the conflicting interest arises before the city official.
- (3) *Definition of Conflicting Interest.* For purposes of this Article, the term is defined as follows:

Conflicting Interest: a stake, share, equitable interest, or involvement in an undertaking in the form of any one or more of the following:

- (a) Ownership of five percent (5%) or more voting shares or stock in a business entity;
- (b) Receipt of more than five thousand dollars (\$5,000.00) in gross annual income from a business entity, as evidenced by a W-2, 1099, K-1, or similar tax form;
- (c) Ownership of more than five thousand dollars (\$5,000.00) of the fair market value of a business entity;
- (d) Ownership of an interest in real property with a fair market value of more than one thousand dollars (\$1,000.00);
- (e) Serves on the Board of Directors or as an officer of a business entity, unless the city official was appointed to that position by the City Council; and/or
- (f) Serves on the Board of Directors (i.e., governing body) or as an officer of a nonprofit corporation or an unincorporated association, unless the city official was appointed to that position by the City Council; and/or
- (g) Serves in an official, named capacity as a designated fundraiser for a nonprofit corporation or an unincorporated association, unless the City Official was appointed to that position by the City Council.

A City Official is considered to have a Conflicting Interest if the City Official's Relative has a Conflicting Interest.

The term Conflicting Interest does not include ownership of an interest in a mutual or common investment fund that holds securities or assets unless the City Official participates in the management of the fund.

(b) Gifts.

- (1) *General.* It shall be a violation of this article for a City Official to accept cash, negotiable instrument, or gift cards in any amount. It shall be a violation of this article for a City Official to accept any gift or gifts that might reasonably tend to influence such officer in the discharge of official duties.
- (2) *Acceptance.* It shall be a violation of this Article for a City Official to **accept** any single gift for which the fair market value is greater than fifty dollars (\$50.00). It shall be a violation of this Article for a City Official to accept multiple gifts from a single source for which the cumulative fair market value exceeds two hundred dollars (\$200.00) in a single fiscal year.
- (3) *Offering or Giving.* It shall be a violation of this Article for a Vendor to **offer or give** a gift to a City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) in a single fiscal year.
- (4) *Definition of Gift.* Anything of monetary value, including, but not limited to, cash, the extension of credit, personal property, real property, services, meals, entertainment, and travel expenses.

(5) *Exceptions.* This definition shall not apply to the following, which are allowed under this Article:

- (a) A lawful campaign contribution;
- (b) Meals, lodging, transportation, entertainment, and related travel expenses paid for (or reimbursed by) the City in connection with the City Official's attendance at a conference, seminar or similar event, or the coordinator of the event;
- (c) Meals, lodging, transportation, or entertainment furnished in connection with public events, appearances, or ceremonies related to official City business, or charity functions, or community events, if furnished by the sponsor of such events (who is in attendance);
- (d) Complimentary copies of trade publications and other related materials;
- (e) Expenses paid or reimbursed by the City or an event coordinator for attendance at hospitality functions at local, regional, state, or national association meetings and/or conferences;
- (f) Any gift that would have been offered or given to the City Official because of a personal, familial, professional relationship regardless of the City Official's capacity with the City;
- (g) Tee shirts, caps, and other similar promotional material;
- (h) Complimentary attendance at political or charitable fund raising events.

(6) *Donations.* It is not a violation under this Article for a City Official to accept a gift prohibited by this Article on behalf of the City of La Marque. Conveyance of a gift prohibited by this article to the City of La Marque or a nonprofit corporation cures any potential violation.

(d) Representation of Others.

(1) *Current City Officials.* It shall be a violation of this Article for a City Official to represent any person, group, or entity before the City. This section does not limit the ability of City Officials to represent themselves, their businesses, or their real property in dealings with the City.

(2) *Former City Officials.* It shall be a violation of this article for a Former City Official to represent for compensation any person, group, or entity before the City Council, or a board or commission of the City for a period of one (1) year after termination of official duties. This prohibition applies to representation in the form of advocacy or lobbying regarding discretionary approvals of the City, not the routine, ministerial actions. For purposes of this subsection, the term compensation means money or any other thing of value that is received, or is to be received, in return for or in connection with such representation. The prohibition in this subsection solely applies to the Former City Official and shall not be construed to apply to other affiliated persons.

(e) Improper Influence. It shall be a violation of this Article for a City Official to use such person's official title/position to:

- (1) Secure special privileges or benefits for such person or others;
- (2) Grant any special consideration, treatment, or advantage to any citizen, individual, business organization, or group beyond that which is normally available to every other citizen, individual, business organization, or group;
- (3) Assert the prestige of the City Official's or employee's city position for the purpose of advancing or harming private interests;
- (4) State or imply that the City Official is able to influence City action on any basis other than the merits; and
- (5) State or imply to state or local governmental agencies that the City Official is acting as a representative of the City, as an organization, or as a representative of the City Council without first having been authorized by the City Council to make such representation (except the Mayor, City Manager, and/or City Attorney).

(f) Misuse of Information.

- (1) *Personal Gain.* It shall be a violation of this Article for a current or former City Official to use any Confidential Information to which the City Official had access by virtue of their official capacity and which has not been made public concerning the property, operations, policies, or affairs of the City, to advance any personal or private financial interest of any person.
- (2) *Confidential Information.* It shall be a violation of this Article for a City Official to intentionally, knowingly, or recklessly disclose any Confidential Information gained by reason of the City Official's position concerning the property, operations, policies, or affairs of the City. This rule does not prohibit the reporting of illegal or unethical conduct to authorities designated by law.

(g) Abuse of Resources. It shall be a violation of this Article for a City Official to use, request, or permit the use of City facilities, personnel, equipment, software, supplies, or staff time for private purposes (including political purposes), except to the extent and according to the terms that those resources are generally available to other citizens and City Officials for official City purposes.

(h) Abuse of Position. It shall be a violation of this article for any City Official to:

- (1) *Harassment and Discrimination.* Use the City Official's position to harass or discriminate against any person based upon ethnicity, race, gender, gender identity, sexual orientation, marital status, parental status, or religion.
- (2) *Interference.* Interfere with any criminal or administrative investigation alleging the violation of any provision of this Article, the City Charter, administrative policy, or executive order in any manner, including, but not limited to, seeking to persuade or coerce City employees or others to withhold their cooperation.

(i) Subsequent Work on Prior Projects. It shall be a violation of this Article for any Former City Official, within one (1) year of the cessation of official duties for the City, to perform work on a compensated basis relating to a City contract or arrangement for the provision of goods, services, real property, or other things of value, if while in City service the Former City Official personally and substantially participated in the

negotiation, award, or administration of the contract or other arrangement. This section does not apply to a City Official whose involvement with a contract or arrangement was limited to Deliberations as a member of the City Council, or a board or commission.

(j) **Interaction with City Staff.** City councilmembers' and board members' interaction with the City Manager, or City Staff must recognize the lack of authority to directly supervise or instruct any city employee who falls under the authority of the City Manager. This authority is not in any individual city councilmember, board member or group of city councilmembers or board members except when explicitly authorized by the city council or board. (1) City councilmembers and board members will not make public individual demeaning statements of the performance of the City Manager, his staff, the City Attorney, the City Secretary or the Municipal Judge except as authorized by city policy, ordinance, or the City Charter, (2) City councilmembers and board members may not attempt to coerce or intimidate city employees, interfere with city employees' duties, or otherwise circumvent the authority of the City Manager. (3) Any comments, discussions or comments from councilmembers or board members regarding individual city employees on duty and engaged in city business must be transmitted through the City Manager and not directly discussed with city employees except as authorized for the purposes of council and board meetings.

DIVISION 3. IMPLEMENTATION

9. Staffing.

- (a) **City Clerk.** The City Clerk's Office shall be responsible to provide staff and clerical support to the City Council to assist in the implementation and enforcement of this article. The degree of support required shall be at the discretion of the City Clerk. Nothing herein creates a duty for the City Clerk to enforce this Article. Furthermore, this Article shall not be construed as requiring the City Clerk to investigate allegations of violations of this Article.
- (b) **Conflicts Log.** The City Clerk's Office shall maintain a conflicts log on an ongoing basis listing the conflicting interests disclosed by City Officials in accordance with this Article. The log is a public record. The City Clerk is neither authorized nor required to inspect or act upon the content of the conflicts log.
- (c) **City Manager.** If a Complaint accuses the City Clerk of violating this Article, the duties of the City Clerk under this Article shall be performed by the City Manager for purposes of processing that Complaint.

10. Legal Counsel.

- (a) **City Attorney.** The City Attorney shall provide legal support to the City Clerk, City Manager, and City Council in the administration of this Article. Nothing herein shall be construed to limit the authority of the City Attorney to render legal guidance in accordance with the City Attorney's professional obligations and standards.

(b) Special Counsel. Independent, outside legal services shall be engaged by the City Attorney on the City's behalf to provide legal support to the City Clerk and City Council when:

- (1) In the City Attorney's discretion, it is necessary in order to comply with the Texas Disciplinary Rules of Professional Conduct (for lawyers), or is in the best interest of the City; or
- (2) When the City Council deems Special Counsel is necessary.

11. Training.

- (a) Curriculum.** The City Clerk shall approve a training program that provides an introduction and overview of the expectations, mandates, and prohibitions provided for by this Article.
- (b) Orientation.** City Officials shall complete a training session regarding this Article within ninety (90) days of commencing their official duties.
- (c) Annual.** City Officials shall complete an annual training session regarding this Article.
- (d) Exiting Officials.** A form promulgated by the City Clerk shall be provided to City Officials upon termination of their City service regarding the continuing restrictions on the representation of others by certain Former City Officials.
- (e)** Failure to attend required training may be considered a violation of this Article except as authorized, by the Mayor, pre scheduled or rescheduled beforehand.

12. Advisory Opinions.

- (a) Requests.** Any City Official may request an advisory opinion on a question of compliance with this article. Requests shall be submitted in writing to the City Clerk, who shall transmit the request to the City Attorney.
- (b) Issuance.** The City Attorney shall issue Advisory Opinions upon request. Advisory Opinions shall be issued within thirty (30) days of receipt of the request.
- (c) Reliance.** It shall be an affirmative defense to a Complaint that the Accused relied upon an Advisory Opinion. In making a determination on the proper disposition of a Complaint, the City Council may dismiss the Complaint if the City Council finds that:
- (1) The Accused reasonably relied in good faith upon an Advisory Opinion;
 - (2) The request for an Advisory Opinion fairly and accurately disclosed the relevant facts; and
 - (3) Less than five (5) years elapsed between the date the Advisory Opinion was issued and the date of the conduct in question.

13. Complaints.

- (a) **Complainants.** Any person who has first-hand knowledge that there has been a violation of this Article may allege such violation by submitting a Complaint. The persons who may submit Complaints include (but are not limited to) members of the City Council.
- (b) **Form.** Complaints shall be written on, or accompanied by, a completed form promulgated by the City Clerk.
- (c) **Contents.** A Complaint filed under this Article must be in writing, under oath, and set forth in simple, concise, direct statements. It must state:
- (1) The name of the Complainant;
 - (2) The street or mailing address, email address, and telephone number of the Complainant;
 - (3) The name of each person accused of violating this Article;
 - (4) The position or title of each person accused of violating this Article;
 - (5) The nature of the alleged violation, including (whenever possible) the specific provision of this Article alleged to have been violated;
 - (6) A statement of the facts constituting the alleged violation and the dates on which or period of time in which the alleged violation occurred; and
 - (7) All documents or other materials available to the Complainant that are relevant to the allegation.
- (d) **Violation Alleged.** The Complaint must state on its face an allegation that, if true, constitutes a violation of this Article.
- (e) **Affidavit.** A Complaint must be accompanied by an affidavit stating that the Complaint is true and correct or that the Complainant has good reason to believe and does believe that the facts alleged constitute a violation of this Article. The complainant shall swear to the facts by oath before a notary public or other person authorized by law to administer oaths under penalty of perjury.
- (f) **Limitations Period.** To be accepted, a Complaint must be filed within six (6) months of the Complainant becoming aware of the act or omission that constitutes a violation of this Article. A Complaint will not be accepted more than two (2) years after the date of the act or omission.
- (g) **Filing.** Complaints shall be submitted to the City Clerk. Submission of Complaints may be made by hand delivery, by U.S. Mail, or email directed to an email address publicly listed by the City Clerk.
- (h) **Acceptance of Complaint.** Within seven (7) business days of receiving a Complaint, the City Clerk shall determine if it is administratively complete, and timely.
- (1) **Administratively Complete.** A Complaint is administratively complete if it contains the information described above. If the Complaint is administratively complete, the City Clerk shall proceed as described in this Article. If the Complaint

is incomplete the City Clerk shall send a written deficiency notice to the Complainant identifying the required information that was not submitted.

The Complainant shall have fourteen (14) business days after the date the City Clerk sends a deficiency notice to the Complainant to provide the required information to the City Clerk, or the Complaint is automatically deemed abandoned and may not be processed in accordance with this Article. Within five (5) business days of a Complaint being abandoned, the City Clerk shall send written notification to the Complainant and the Accused.

(2) Timely. To be timely, a Complaint must be filed within six (6) months of the Complainant becoming aware of the act or omission that constitutes a violation of this Article. A Complaint will not be accepted more than two (2) years after the date of the act or omission.

(i) Notification of Acceptance. Within five (5) business days of determining that a Complaint is administratively complete, the City Clerk shall send a written notification of acceptance to the Complainant, the Accused, and the City Attorney.

For purposes of this provision, a Complaint shall be considered accepted when the City Clerk has deemed the submittal administratively complete, and timely.

(j) Ex Parte Communications. After a Complaint has been filed and during the pendency of a Complaint before the City Council, it shall be a violation of this Article:

(1) For the Complainant, the Accused, or any person acting on their behalf, to engage or attempt to engage directly or indirectly about the subject matter or merits of a Complaint in *ex parte* communication with a member of the City Council; or

(2) For a member of the City Council, to knowingly allow an *ex parte* communication about the subject matter or merits of a Complaint, or to communicate about any issue of fact or law relating to the Complaint directly or indirectly with any person other than a member of the City Council, the City Clerk's office, the City Attorney's office, or Special Counsel.

14. Preliminary Assessment.

(a) Referral to Mayor. The City Clerk shall refer any Accepted Complaint(s) to the Mayor within five (5) business days of determining the Complaint is administratively complete.

(b) Assignment of Panel. Within five (5) business days of receiving an Accepted Complaint, the Mayor shall assign the Complaint to a Panel for a preliminary assessment. The Mayor shall order a meeting of the Panel within ten (10) business days from the time the Complaint is assigned, which shall be conducted in compliance with the Texas Open Meetings Act. Each Panel shall select a presiding officer to conduct Panel deliberations.

(c) Panel Determination. Within ten (10) business days of being assigned an Accepted Complaint, the panel shall review the Complaint on its face and determine whether the Complaint is:

- (1) *Actionable*: the allegations and evidence contained in the Complaint, if true, would constitute a violation of this Article; or
- (2) *Baseless*: the allegations and evidence contained in the Complaint, if true, would not constitute a violation of this Article.

Actionable Complaints shall be returned to the Mayor for listing on an agenda for a public hearing. Baseless Complaints shall be dismissed. Written notification of the Panel's determination shall be filed with the City Clerk and sent to the Mayor, Complainant, the Accused, and the City Attorney within two (2) business days. Written notifications of dismissal shall include notice of the right to appeal.

(d) Appeals. A Panel's preliminary assessment under subsection (c) may be appealed to the City Council by either the Complainant or the Accused, as applicable. An appeal shall be perfected by filing a written notice of appeal with the City Clerk within ten (10) business days of the date of the written notification.

(e) Hearings:

- (1) *Scheduling*: Hearings shall be scheduled by the City Clerk upon the filing of:
 - (a) A Panel determination that a Complaint is actionable; or
 - (b) An appeal challenging a Panel's dismissal of a Complaint as baseless.
- (2) *Purpose*: The purpose of the hearing(s) shall be solely to determine whether:
 - (a) A violation of this Article occurred, and if so to assess the appropriate sanction;
 - (b) An Accepted Complaint was erroneously dismissed as baseless by a panel; and/or
 - (c) An Accepted Complaint is frivolous.
- (3) *Sworn Testimony*: All witness testimony provided to the City Council shall be under oath.
- (4) *Burden of Proof*: The burden of proof shall be a Preponderance of the Evidence. Because the burden of showing that a violation of this Article occurred is placed on the Complainant, it is the Complainant that has the obligation to put forth evidence, including testimony, supporting the Complaint. The Complainant is required to testify at the hearing. A Complainant's failure to testify at a hearing shall be grounds for dismissal of a Complaint.
- (5) *Representation*: The Accused shall have a right to present a defense. Both the Complainant and the Accused have the right to be represented by legal counsel.

(f) Open Meetings. All meetings and hearings of the City Council, including Panel deliberations, shall be conducted pursuant to the Texas Open Meetings Act. The City Council may convene in executive session (i.e., conduct a closed meeting) as allowed by the Act. All final actions of the City Council shall take place in open session.

(g) Postponement in Certain Instances.

- (1) *Majority Approval:* Proceedings may be postponed upon majority vote by the members of the City Council.
- (2) *Parties:* The Complainant and the Accused are each entitled to one (1) postponement without cause. Additional postponements shall be solely for good cause and at the discretion of the Mayor.
- (3) *Criminal Proceedings:* If a Complaint alleges facts that are involved in a criminal investigation or a criminal proceeding before a grand jury or the courts, the City Council may, when a majority of its members deem appropriate, postpone any hearing or any appeal concerning the Complaint until after the criminal investigation or criminal proceedings are terminated.

(h) Discovery. The City Council shall enact Rules of Procedure to guide implementation of this Code. These Rules of Procedure may provide for basic, limited discovery among the Complainant and the Accused to facilitate the exchange of relevant documentation, clarifying evidence, and developing the record. The City Council shall have sole discretion in resolving any discovery disputes.

(i) Dispute Resolution. The City Council may, in its sole discretion, attempt to negotiate or mediate an equitable resolution of any Complaint. If the City Council, Complainant, and the Accused are unable to negotiate or mediate a final resolution of the matter, the City Council may, at its discretion, convene a hearing.

15. Disposition.

(a) Dismissal. If the City Council determines at the conclusion of a hearing by simple majority vote of its members (those present and voting) that a Complaint should be dismissed, it may do so upon finding:

- (1) The Complaint is baseless;
- (2) The alleged violation did not occur;
- (3) The Accused reasonably relied in good faith upon an Advisory Opinion, as provided in this article; or
- (4) The Complainant failed to testify at the hearing.

(b) Sanctions. If the City Council determines by simple majority vote at the conclusion of a hearing that a violation has occurred, it may within ten (10) business days impose or recommend any of the following sanctions:

- (1) *Letter of Notification.* If the City Council finds that the violation is clearly unintentional, or when the Accused's action was made in reliance on a written Advisory Opinion. A letter of notification shall advise the accused of any steps to be taken to avoid future violations.

(2) *Letter of Admonition.* If the City Council finds that the violation is minor and may have been unintentional but calls for a more substantial response than a letter of notification.

(3) *Letter of Reprimand.* If the City Council finds that the violation:

(a) was minor and was committed knowingly, intentionally or in disregard of this Article; or

(b) was serious and may have been unintentional.

(4) *Recommendation of Suspension.* If the City Council finds that a violation was committed by a member of a city board or commission and it:

(a) was serious and was committed knowingly, intentionally, or in disregard of this Article or a state conflict of interest law; or

(b) was minor but similar to a previous violation by the person, and was committed knowingly, intentionally, or in disregard of this Article.

The final authority to impose a suspension rests with the City Council.

(5) *Ineligibility.* If the City Council finds that a Vendor has violated this Article, the City Council may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

(6) *Law Enforcement:* If the City Council finds that a violation is substantial and of a serious nature that may implicate state statutory provisions, the City Council may direct the City Attorney to submit the public record to the appropriate outside law enforcement agency for further consideration.

Notice of all sanctions imposed by the City Council shall be transmitted to the Accused, Complainant, City Clerk, City Attorney, and City Council.

(c) Frivolous.

(1) *Prohibition.* It is a violation of this Article for a person to submit a frivolous Complaint.

(2) *Super-Majority Vote.* If the City Council determines at the conclusion of a hearing by a vote of two-thirds ($\frac{2}{3}$) of its members that a Complaint was frivolous, the City Council may impose a sanction as provided by this Article.

(3) *Factors.* In making a determination on frivolity, the City Council shall consider the following factors:

(a) The timing of the sworn Complaint with respect to when the facts supporting the alleged violation became known or should have become known to the Complainant, and with respect to the date of any pending election in which the Accused is a Candidate or is involved with a candidacy, if any;

(b) The nature and type of any publicity surrounding the filing of the sworn Complaint, and the degree of participation by the Complainant in publicizing the fact that a Complaint was filed;

- (c) The existence and nature of any relationship between the Accused and the Complainant before the Complaint was filed;
 - (d) If the Accused is a Candidate for election to City office, the existence and nature of any relationship between the Complainant and any Candidate or group opposing the Accused;
 - (e) Any evidence that the Complainant knew or reasonably should have known that the allegations in the Complaint were groundless; and
 - (f) Any evidence of the Complainant's motives in filing the Complaint.
- (4) *External Remedies.* Complainants who submit frivolous Complaints are hereby notified that their actions may subject them to criminal prosecution for perjury (criminal prosecution), or civil liability for the torts of defamation or abuse of process.

16. Reconsideration.

The Complainant or Accused may request the City Council reconsider a decision. The request must be filed with the City Clerk within five (5) business days of receiving the final opinion of the City Council. The request for reconsideration shall be sent to the Mayor and the non-filing party (Complainant or Accused). If the Mayor finds, in the Mayor's sole discretion, that the request includes new evidence that was not submitted at a prior hearing, and that the new evidence bears directly on the City Council's previous determination, the Mayor shall schedule a hearing on the request for reconsideration to occur within thirty (30) business days after filing with the City Clerk. Absent new evidence, the Mayor shall unilaterally dismiss the request for reconsideration and provide notice to the parties.

17. Nepotism.

- (a) **City Council.** No person shall be employed by the City who is related to any member of the City Council within the second (2nd) degree of affinity (marriage) or third (3rd) degree of consanguinity (blood or adoption).
- (b) **Department Head.** No person shall be employed by the City in a department if the person is related to the City Council, City Manager, or the Department Head within the second (2nd) degree of affinity (marriage) or the third (3rd) degree of consanguinity (blood or adoption).
- (c) **Preexisting Employment.** The prohibitions of this section do not apply to a person who was employed by the City more than six (6) months prior to the election or appointment of the relative.

18. General Procedural Matters.

(a) Deadlines. Any deadline provided in this Article shall be construed as expiring at 5:00 p.m. central time on the last day.

(b) Mailbox Rule. Under this Article, a response or request for appeal or reconsideration is considered timely if it is mailed on or before the deadline established by this Article. The postmark date of any mailing will control whether the timeline requirements of this Article have been met.



CITY COUNCIL AGENDA FORM

Meeting Date: August 19, 2026

Agenda Item: 7.I.

Prepared by: _____

Reviewed by: _____

Department: City Clerk

AGENDA ITEM DESCRIPTION:

Discussion and possible action to approve an employment agreement for the new City Manager Shawna Burkhart.

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:

EMPLOYMENT AGREEMENT
BETWEEN CITY OF LA MARQUE, TEXAS AND SHAWNA BURKHART

THIS EMPLOYMENT AGREEMENT (the “Agreement”), made and entered into this 19th day of August, 2026 by and between the City of La Marque, Texas, a home rule municipality duly organized and existing under the laws of the State of Texas, hereinafter referred to herein as “City,” and Shawna Burkhardt, hereinafter referred to herein as “Employee,” (collectively referred to herein as “Parties”), both of whom agree to the following:

WITNESSETH:

WHEREAS, the City desires to employ the services of Employee as City Manager of the City, as provided by Section 2.11 of the Charter of the City; and

WHEREAS, Employee desires to accept the position of City Manager of the City; and

WHEREAS, it is the desire of the City to set forth the compensation and benefits, to establish certain conditions of employment and to set working conditions and expectations for said Employee; and

WHEREAS, the Parties intend that this Agreement conform in all respects to the Charter of the City of La Marque (the “Charter”) and to applicable state law, and that state law control over the Charter and that the Charter control over this Agreement in the event of any conflict;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Employment, Duties and Responsibilities

1.1 The City hereby agrees to employ Shawna Burkhardt as City Manager of the City to perform the functions and duties specified in Article III of the Charter, and to perform all other legally permissible and proper duties, goals, functions, and responsibilities as the City shall from time to time assign. Employee’s employment shall commence on August 24, 2026 (the “Effective Date”).

1.2 Employee hereby agrees to accept her employment by the City as its City Manager and to perform all the functions and duties of the City Manager specified in Article III of the Charter and to perform all other legally permissible and proper duties, functions and responsibilities assigned to her from time to time by the City. Without limiting the

foregoing, Employee shall discharge the powers and duties set out in Charter Section 3.03.

1.3 Employee hereby agrees that the employment offered to Employee by the City shall be Employee's exclusive employment, and Employee shall devote her full energies and efforts to the performance of her duties; provided, however, that upon prior consent of the City Council, which may be withheld for any reason, Employee shall be entitled to accept occasional teaching, consulting, writing, or speaking engagements for compensation, if such activities do not conflict with the performance of her duties or with the best interests of the City as determined by the City Council. Except as expressly permitted by this section, Employee agrees to remain in the exclusive employ of the City while this Agreement is in effect and neither to accept other employment nor to become employed by any other employer during the term hereof.

1.4 Employee hereby agrees that she shall, on an at-will basis, serve at the pleasure of the City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the employment of the Employee pursuant to the Charter at any time, subject only to the provisions set forth herein.

Section 2. Term

2.1 By this Agreement and subject to its terms and conditions, the City employs Employee as City Manager of the City for an indefinite term, and Employee accepts such employment as City Manager of the City for an indefinite term.

2.2 Employee shall serve as City Manager at the will and pleasure of the City Council of La Marque, Texas, and the City Council may terminate such employment at any time with or without cause. The Parties expressly acknowledge and agree that such employment relationship is an AT WILL relationship, and nothing contained in this Agreement shall alter that relationship.

2.3. The at-will relationship described in Section 2.2 is subject to the procedural requirements for removal set out in Charter Section 2.12, which the Parties acknowledge and adopt. Charter Section 2.12 provides in pertinent part:

The city council may remove the city manager by a majority vote of all its members. At least thirty days before such removal shall become effective, the city council shall by majority vote of its members adopt a resolution providing for removal of the city manager and stating the reasons therefore [therefor]. Immediately upon adoption, a copy of the resolution shall be given to the city manager. Within five days of adoption of the resolution, the city manager may request in writing a public hearing which must be granted by the city council and shall be held not earlier than ten days nor later than twenty days after the filing of such request. Within five days of the public hearing, the council by majority vote of its members shall reaffirm or rescind the resolution for removal.

2.4 The Parties agree that the foregoing procedure is procedural only. It does not create, and shall not be construed to create, any property interest in continued employment, any term of employment, any right to continued employment, or any requirement that the City Council establish cause in order to remove Employee. The City Council may remove Employee for any reason or for no reason. The reasons stated in a resolution adopted under Charter Section 2.12 are not, and need not be, "For Cause" grounds as defined in Section 5.3 below, and the statement of reasons in such a resolution shall not by itself entitle Employee to severance or constitute a determination of misconduct or the absence of misconduct. By the resolution, the City Council may suspend Employee immediately from duty. To the extent Charter Section 2.12 requires the City to pay any amount to Employee upon adoption of a resolution of removal, that amount shall be paid as and to the extent the Charter requires, shall be credited against and shall not be in addition to any severance otherwise payable under Section 5.5, and shall be included in the aggregate computation under Section 5.7(b).

Section 3. Compensation

3.1 During the term of this Agreement, the City agrees to pay an annual gross salary of \$190,000.00 to Employee for her services rendered, payable at the same time and in the same manner as other employees of the City are paid. Employee shall be paid in accordance with the City's normal payroll practices. Any changes in salary during this Agreement shall be paid at the same time and same manner as other employees of the City. No adjustment to Employee's salary shall take effect unless and until it is approved by the City Council.

3.2 All amounts payable to Employee under this Agreement, including salary, allowances, severance, and reimbursements, are stated as gross amounts and shall be paid less all applicable federal, state and local withholding, payroll taxes, garnishments, and other deductions required or authorized by law or by Employee. No provision of this Agreement entitles Employee to receive any stated amount net of such withholding and deductions, and no reference in this Agreement to salary, compensation, or a payment amount shall be construed as a net or after-tax figure.

Section 4. Benefits

4.1 Retirement Benefits

City shall pay the employer portion of all contributions made to the Texas Municipal Retirement System ("TMRS") for and on behalf of Employee, as provided to all other full-time employees of the City. All contributions hereunder shall be made in accordance with all state and federal laws, including but not limited to taxation.

4.2 Automobile Transportation

(a) Employee is required to be on call for twenty-four (24) hours service; therefore, she must have access to a vehicle for City business and private use. Accordingly, the City shall pay Employee a vehicle allowance of \$600.00 per month, totaling \$7,200.00 per year, payable in accordance with the City's normal payroll practices.

(b) The vehicle allowance is a flat allowance and is not paid under an accountable plan. Employee is not required to substantiate business mileage as a condition of receiving it, and the allowance is not reduced for periods of non-use. The allowance shall be included in Employee's gross income and reported on Employee's Form W-2, and the City shall withhold from it as required by law. The Parties intend that the vehicle allowance shall constitute "compensation" for purposes of the Texas Municipal Retirement System Act and Employee's TMRS contributions and benefit accruals. The Parties acknowledge that this treatment must be confirmed with TMRS and with the City's payroll administrator, and that this Section 4.2(b) shall be conformed to the treatment those parties confirm.

4.3 Insurance

The City agrees to provide standard health, dental, life, and disability and related insurance benefits to the Employee and her eligible dependents equal to that which is provided to all City employees. In addition, and notwithstanding any premium-sharing provision otherwise applicable to City employees, during Employee's active employment the City shall pay one hundred percent (100%) of the premium for the family coverage tier of the City's group health plan for Employee and her eligible dependents, to the extent permitted by the plan documents, the plan's eligibility rules, the applicable insurance carrier and stop-loss contracts, and applicable law. The City's obligation under the preceding sentence is subject to Section 7.2 and terminates on the effective date of termination of Employee's employment. Employee is eligible to participate in the City's supplemental life insurance program.

4.4 Dues and Subscriptions

The City agrees that the City will pay for the professional dues and subscriptions of Employee necessary for her participation in the International City/County Management Association (ICMA), the Texas City Management Association, and TCMA Region 6. Employee shall fund expenditures for such purposes from the City Manager's budget, as approved by the City Council.

4.5 Professional Development

City shall pay the travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for the City, including but not limited to the Annual Conference of the International City/County Management Association, the Texas Municipal League, the

Texas City Management Association Annual Conference, and other such national, regional, state and local governmental groups and committees thereof on which Employee serves as a member, from funds appropriated to the City Manager's budget. Payment of these expenditures is subject to the availability of funds in the City Manager's budget, as approved by the City Council annually.

4.6 Vacation and Other Leave

(a) Annual Vacation. Employee shall be entitled to paid time off leave at the rate of seven (7) weeks per year, which the Parties agree equals thirty five (35) working days.

(b) Initial Grant. Upon the Effective Date of this Agreement, the City shall credit Employee with the full annual allotment of one hundred twenty hours of vacation leave (the "Initial Grant"), which shall be available for Employee's use immediately upon the Effective Date and shall not be subject to any waiting period.

(c) Accrual After the Effective Date. Following the Effective Date, Employee shall accrue vacation leave in accordance with the Employee Handbook of the City at a rate equivalent to three (3) weeks per year ("Accrued Vacation").

(d) Accrual Cap. The maximum balance of Accrued Vacation that Employee may hold at any one time shall not exceed four hundred eight (480) hours (the "Accrual Cap"). At any time Employee's balance of Accrued Vacation equals or exceeds the Accrual Cap, no further vacation leave shall accrue to Employee until the balance falls below the Accrual Cap, at which time accrual shall resume prospectively only. Vacation leave that does not accrue by reason of the Accrual Cap is not deferred, banked, or restored retroactively, and Employee shall have no claim to it.

(e) Carryover. Unused vacation leave shall carry over from one fiscal year to the next without limitation on the amount carried over. Carryover of Accrued Vacation remains subject to the Accrual Cap. The Initial Grant is not subject to any carryover limitation.

(f) Payout on Separation. Upon voluntary resignation or termination for any reason, Employee shall be compensated in her last paycheck for accrued and unused leave in accordance with the Employee Handbook of the City. The City may withhold any overpayments from Employee's last paycheck. Any payment for accrued and unused vacation leave is not severance pay and shall not be counted against the limitation set out in Section 5.7.

(g) Interaction with the Employee Handbook. Except as expressly provided in this Section 4.6, leave shall be governed by the Employee Handbook of the City as it may be amended from time to time. In the event of a conflict between this Section 4.6 and the Employee Handbook, this Section 4.6 shall control as to Employee. Nothing in the

Employee Handbook shall be construed to create a contractual right in Employee, and the City reserves the right to amend the Employee Handbook at any time.

4.7 Moving and Relocation Expenses

(a) Reimbursement and Cap. The City shall reimburse Employee, on a one-time basis, for documented, actual and reasonable expenses incurred by Employee in relocating her household to the City of La Marque, Texas, in an amount not to exceed SIXTEEN THOUSAND AND NO/100 DOLLARS (\$16,000.00) in the aggregate. Reimbursement is limited to actual expenses incurred and documented. The City shall have no obligation to pay any amount in excess of the cap, and no allowance, stipend, or lump sum is provided in lieu of reimbursement.

(b) Receipts and Submission Deadline. Employee shall submit to the City original or legible copies of receipts, invoices, and such other documentation as the City's Director of Finance may reasonably require, itemizing each expense for which reimbursement is sought. Employee must submit all requests for reimbursement under this Section 4.7 no later than twelve (12) months after the Effective Date. Any request submitted after that deadline is waived, and the City shall have no obligation to pay it.

(c) Tax Treatment. Employee acknowledges and agrees that reimbursement of moving and relocation expenses under this Section 4.7 constitutes taxable income to Employee, and that the City shall report such reimbursement on Employee's Form W-2 and shall withhold federal income tax and employment taxes from it as required by applicable law. Employee is solely responsible for any tax liability arising from such reimbursement. The City makes no representation or warranty to Employee regarding the tax treatment of any payment under this Agreement, and Employee has been advised to consult her own tax advisor.

(d) Availability of Funds. Reimbursement under this Section 4.7 is subject to the availability of funds appropriated for that purpose by the City Council. Until such funds are appropriated, this Section 4.7 shall not constitute an obligation on the general funds of the City.

4.8 Cell Phone, Laptop/Tablet, Desktop Computer

Employee shall be provided with all supplies and materials necessary to perform the duties of the position, including but not limited to a cell phone, and a laptop/tablet or desktop computer.

Section 5. Termination, Severance Pay and Disability

5.1 Definitions

For purposes of this Section 5, the following terms have the meanings assigned to them by Texas Local Government Code Section 180.011, which the Parties adopt:

“Misconduct” means an act or omission by an employee of a political subdivision in the performance of the employee’s duties that the governing body of the political subdivision determines to be misconduct. The term includes any finding of criminal conduct.

“Severance pay” means dismissal or separation income paid on termination of the employment of an employee that is in addition to the employee’s usual earnings from the employer at the time of termination.

5.2 Probationary Period

Pursuant to Charter Section 2.12, Employee shall be subject to a six (6) month probationary period beginning on her date of hire.

Accordingly, if Employee’s employment is terminated by the City Council at any time during the six (6) month probationary period, for any reason or for no reason, Employee shall not be entitled to any severance pay of any kind under this Agreement, the Charter, or otherwise, and Sections 5.4(b) and 5.5 shall not apply. This Section 5.2 controls over any other provision of this Agreement.

5.3 Termination For Cause

The City shall in its sole discretion have the right to terminate the employment of Employee “For Cause.” The term “For Cause” as used in this Agreement has the meaning given it by Charter Section 2.12, which provides:

A “For Cause” termination for purposes of this section 2.12 shall mean a determination by the city council in its sole discretion that the City Manager has (1) failed to adhere to the City’s drug and alcohol policy as set out in the City’s employee handbook as may be amended from time to time; (2) failed to perform his or her other duties or other obligations as required by the City Manager’s agreement with the City, if any; (3) an accusation by any applicable law enforcement agency of City Manager’s embezzlement or other criminal offense or final conviction of a criminal offense that is a Class B misdemeanor or above; or (4) City Manager’s conviction of any illegal act involving personal gain to him or her or a finding of a violation of the City Charter, City Ordinance, other City purchasing rules, or the Code of Ethics of the State of Texas as may be amended from time to time.

The foregoing definition is adopted as written and is not modified, expanded, or narrowed by this Agreement. Any reference in this Agreement to a termination “For Cause” means a termination on one or more of the four enumerated grounds set out above, as determined by the City Council in its sole discretion.

5.4 Severance on a Termination For Cause or for Misconduct

(a) Misconduct. If Employee is terminated for misconduct, the City shall have no obligation to pay, and shall not pay, severance pay of any kind to Employee. Employee shall be entitled only to any unpaid balance of her salary earned through the effective date of termination and to payment for accrued and unused leave in accordance with Section 4.6(f). This Section 5.4(a) is required by Texas Local Government Code Section 180.011(c)(2) and controls over any other provision of this Agreement.

(b) For Cause Without Misconduct. If Employee is terminated For Cause and the City Council does not determine that the conduct on which the termination is based constitutes misconduct, Employee shall be entitled to one (1) month's base salary as severance pay at the rate in effect on the effective date of termination, as provided by Charter Section 2.12, and to no other severance pay of any kind. Payment under this Section 5.4(b) is subject to Sections 5.2 and 5.7.

5.5 Severance on a Termination Other Than For Cause

(a) The City shall have the right to terminate this Agreement and Employee's employment for any reason. In the event Employee's employment is terminated by the City for other than For Cause, and provided that the termination occurs after the expiration of the six (6) month probationary period described in Section 5.2, and subject to Sections 5.6 and 5.7, the City shall pay Employee severance pay in the form of four (4) months' base salary at the rate in effect on the effective date of termination.

(b) Severance pay under this Section 5.5 shall be paid in a single lump sum within thirty (30) days after the conditions in Section 5.6 are satisfied, less all applicable withholding and deductions.

(c) Employee shall not be entitled to severance pay under this Section 5.5 upon a termination For Cause, upon a termination during the probationary period, upon Employee's voluntary resignation, upon Employee's death, or upon a termination based on a disability under Section 5.9.

5.6 Release of Claims as a Condition of Severance

(a) Payment of any severance under Section 5.5 is expressly conditioned upon Employee's execution, delivery, and non-revocation of a general release of all claims against the City, its officers, employees, agents, and elected officials, in a form prepared by and acceptable to the City in its sole discretion. No severance shall be paid unless and until the release has been executed, delivered, and become irrevocable.

(b) Employee must execute and deliver the release no later than twenty-one (21) days after the City delivers the release to Employee.

(c) Employee may revoke the release at any time during the seven (7) day period following her execution of it, and the release shall not become effective or enforceable until that seven (7) day revocation period has expired without revocation.

(d) The release shall advise Employee in writing to consult with an attorney before executing it. The consideration and revocation periods set out in Sections 5.6(b) and 5.6(c) are intended to satisfy the requirements of the Older Workers Benefit Protection Act, 29 U.S.C. Section 626(f), for a knowing and voluntary waiver of rights or claims under the Age Discrimination in Employment Act.

(e) If Employee fails to execute and deliver the release within the period provided, or revokes it, Employee forfeits all severance under this Agreement.

5.7 Statutory Limitation on Severance Pay

(a) Notwithstanding any other provision of this Agreement, and pursuant to Texas Local Government Code Section 180.011(c)(1), severance pay paid to Employee from tax revenue or from public money may not exceed the amount of compensation, at the rate at the termination of employment, that Employee would have been paid for twenty (20) weeks, excluding paid time off or accrued vacation leave.

(b) All severance pay payable to Employee under this Agreement, including any amount payable under Section 5.4(b) and the four (4) months' base salary payable under Section 5.5, shall be computed together for purposes of the limitation in Section 5.7(a), and if the aggregate would exceed that limitation it shall be automatically reduced to the maximum amount permitted by law. Payment for accrued and unused vacation leave and other paid time off is excluded from that computation and may be paid in addition to severance pay.

(c) No provision of this Agreement shall be construed to require or permit the payment of severance pay in violation of Texas Local Government Code Section 180.011. To the extent any provision of this Agreement would do so, that provision is void ab initio.

5.8 Termination by Employee

In the event Employee shall resign her position as City Manager, then she shall not be entitled to any severance compensation. Should Employee resign from employment, she will provide sixty (60) days' notice in advance, unless the Parties otherwise agree.

5.9 Disability

If Employee should become permanently disabled or is otherwise unable to reasonably perform her duties because of sickness, accident, injury, or mental incapacity for the City for a period of four (4) successive months or sixteen (16) successive weeks, or beyond any accrued paid leave, whichever is longer, the City shall have the option to terminate this Agreement, and such termination shall not be subject to the severance compensation

requirement of Section 5.5. Nothing in this Section 5.9 shall be construed to limit any right or obligation of either Party under the Americans with Disabilities Act or the Family and Medical Leave Act.

5.10 Death

This Agreement shall terminate automatically upon the death of Employee. In that event, the City shall have no obligation to pay severance pay of any kind, and the estate of Employee shall be entitled only to any unpaid balance of salary earned through the date of death and to payment for accrued and unused leave in accordance with Section 4.6(f) and the Employee Handbook.

Section 6. Performance Evaluations

6.1 The City Council shall review and evaluate the performance of Employee at the end of the first six (6) months of the term of this Agreement, and at least once annually thereafter. Neither the conduct of an evaluation, nor the failure to conduct an evaluation, nor the content of any evaluation shall alter the at-will nature of Employee's employment, create any right to continued employment, or entitle Employee to any increase in compensation.

Section 7. General Provisions

7.1 Residency Requirement. Pursuant to Charter Section 3.01, the City Council establishes that Employee shall establish residency within the corporate limits of the City of La Marque, Texas, no later than two (2) months (sixty (60) days) after the Effective Date, and shall continuously maintain her residence within the corporate limits of the City of La Marque, Texas, thereafter for the duration of her employment as City Manager. Failure to establish or maintain residency as required by this Section 7.1 shall constitute a failure to perform an obligation required by this Agreement within the meaning of Charter Section 2.12.

7.2 Availability of Funds. It is understood by the Parties that all provisions set forth in this Agreement are subject to the availability of funds. Until such funds are appropriated by the City Council, the provisions of this Agreement shall not constitute an obligation on the general funds of the City. No provision of this Agreement shall be construed to create a debt of the City within the meaning of Article XI, Sections 5 or 7 of the Texas Constitution. Consistent with Charter Section 8.09, no officer, department, or agency of the City shall expend or contract to expend any money or incur any liability under this Agreement in excess of the amounts appropriated for that general classification of expenditure.

7.3 Notice. Any notice required pursuant to this Agreement may be served on Employee at her office in City Hall and upon the City through the City Clerk by delivering same to their respective assistant or secretary at their offices.

7.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representatives or executors of Employee.

7.5 Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or a portion thereof, shall be deemed severable, shall not be affected and shall remain in force and effect.

7.6 Conformity to Law and the Charter. This Agreement is subject to and shall be construed in conformity with the laws of the State of Texas and the Charter. In the event of a conflict, state law controls over the Charter, and the Charter controls over this Agreement. Any provision of this Agreement that conflicts with state law or the Charter is void to the extent of the conflict and shall be reformed to the maximum extent permitted by law to give effect to the Parties' intent.

7.7 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Venue for any action arising out of or relating to this Agreement shall lie exclusively in Galveston County, Texas.

7.8 No Waiver of Immunity. Nothing in this Agreement waives or shall be construed to waive the City's governmental or sovereign immunity from suit or from liability, or the immunities of the City's officers or employees, except to the extent immunity is waived by applicable state law.

7.9 Entire Agreement. The text herein shall constitute the entire Employment Agreement between the Parties and may not be amended except in a writing executed by the City and Employee.

7.10 Approval and Effectiveness. This Agreement is not effective, and creates no obligation of the City, unless and until it has been approved by the City Council by majority vote of all its members at a meeting posted and held in compliance with Chapter 551 of the Texas Government Code, and has been executed by the Mayor and attested by the City Clerk. Employee acknowledges that no officer, employee, or individual member of the City Council has authority to bind the City to this Agreement, or to any amendment or modification of it, absent such approval. Employee acknowledges that she has had the opportunity to review this Agreement with counsel of her own choosing and that the City Attorney represents the City and not Employee.

IN WITNESS WHEREOF, the City of La Marque, Texas, by and through the undersigned in his or her official representative capacity as Mayor for the City and duly attested by its City Clerk, and Employee has signed and executed this Agreement, both in duplicate, this 19th day of August, 2026.

City of La Marque, Texas

Shawna Burkhart, City Manager

Keith Bell, Mayor

ATTEST:

Approved as to Form:

Janie Willman
Interim City Clerk

Gus Knebel
Outside City Attorney