

Ryan Stevens, Place 1
Tomas Mendoza, Place 2
Steven Teschke, Place 3



James Castle, Place 4
Daniel Dennis, Place 5
Shelby St. Claire, Mayor Pro Tem, Place 6

James Clark, Mayor
CITY OF JUSTIN
CITY COUNCIL AGENDA
MAY 14, 2026
415 N. COLLEGE AVE.
4:30 PM

A) CALL TO ORDER - 4:30 P.M.

Convene into Session:
Invocation

B) EXECUTIVE SESSION

Any item on this posted agenda could be discussed in Executive Session as long as it is within one of the permitted categories under sections 551.071 through 551.076 and Section 551.087 of the Texas Government Code.

1. Under Section 551.071, to conduct a private consultation with the City Attorney regarding:
 - Justin Ranch Developers Agreement
 - Magnolia Ridge
2. Under Section 551.087 the City Council may convene in an executive session to discuss or deliberate regarding commercial or financial information that the City of Justin has received from a business prospect that the City seeks to have located, stay, or expand in or near the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described below.
 - Discuss Project Tricycle
 - Justin Industrial Business Park
 - Project Five & Dime
 - Project Tupperware
3. Under Section 551.072, to deliberate regarding the purchase, exchange, lease, or sale of real property related to the following:
 - Justin Town Square
 - BKV Gas Lease
 - Property located north of 1st Street, west of FM 156, south of 8th Street, east of Leuty Ave.
 - New Fairview water service

4. Under Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee. (City Manager Evaluation)

C) CALL TO ORDER - REGULAR SESSION 5:00 P.M.

Convene into Regular Session:

Pledge of Allegiance

D) TAKE ANY ACTION AS A RESULT OF CLOSED EXECUTIVE SESSION ITEM(S)

E) UPCOMING MEETINGS AND EVENT(S)

1.
 - May 19, 2026, Library Board meeting at 4:30 p.m.
 - May 19, 2026, Planning & Zoning Commission meeting at 6:30 p.m.
 - May 21, 2026, Economic/Community Development Corporation meeting at 5:30 p.m.
 - May 21, 2026, Peterson Park Grand Opening Event at 6 p.m.
 - May 25, 2026, Memorial Day Holiday/City Offices are closed
 - May 28, 2026, City Council meeting at 4:30 p.m.

F) REPORT(S)

1. Business Spotlight

G) PROCLAMATION(S)

1. Presentation of a Proclamation declaring May 11-16, 2026, as National Police Week in the City of Justin
2. Presentation of a Proclamation declaring May 17-23, 2026, as Public Works Week in the City of Justin

H) PUBLIC COMMENT

In order to expedite the flow of business and to provide all citizens with the opportunity to speak, the mayor may impose a three-minute time limitation for each citizen to speak with a seasonal limitation on speakers on one topic or item with a maximum of fifteen total minutes on the same topic. The Texas Open Meetings Act prohibits the City Council from discussing issues which the public have not been given a seventy-two (72) business days notice. Issues raised may be referred to City staff for research and/or placed on a future agenda.

I) CONSENT AGENDA

Any Council Member may request an item on the Consent Agenda to be taken up for individual consideration.

1. Consider approving City Council minutes from April 9, 2026; and take appropriate action.
2. Consider approving Resolution 830-26 amending the Personnel Manual; and take appropriate action.

3. Consider approving Resolution 831-26 authorizing the City Manager or designee to negotiate and enter into a contract with Opportunity Strategies for Economic Development Strategic Planning; and take appropriate action.
4. Consider adopting Ordinance 854-26, first reading, authorizing open containers within certain boundaries of the Old Town District; and take appropriate action.
5. Consider approving Resolution 832-26 authorizing J-Rec Sponsorship agreement with the Economic Development Corporation and Community Development Corporation; and take appropriate action.
6. Consider approving Resolution 833-26 appointing members to the Planning and Zoning Commission; and take appropriate action.
7. Consider approving Resolution 835-26 authorizing the City Manager to execute an Agreement with Advanced Selections, LLC for a Regional Deployment & Integrity Study; and take appropriate action

J) ITEMS PULLED FROM CONSENT AGENDA

K) FUTURE AGENDA ITEMS

1. Consider a request by Mayor Pro Tem St. Claire for a future agenda item.

L) CEREMONIAL ACTION ITEM(S)

1. Provide Oath of Office and Certificate of Election for Newly Elected City Council Members.
2. Consider and take action to appoint a Mayor Pro Tem

M) ADJOURN

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Council of the City of Justin, Texas, is a true and correct copy of the said notice that I posted on the official bulletin board at Justin Municipal Complex, 415 North College Avenue, Justin, Texas, a place of convenience and readily accessible to the general public at all times, and said notice posted this 5/7/26 at 1:29 p.m., in compliance with the Texas Open Meetings Act.

Amy Piukana

Amy Piukana, TRMC, City Secretary



City Council Coversheet
May 14, 2026
415 N. COLLEGE AVE.

Agenda Item: 1. (PROCLAMATION(S))

Title: Presentation of a Proclamation declaring May 11-16, 2026, as National Police Week in the City of Justin

Department: Administration

Contact: Amy Piukana, City Secretary

Recommendation:

Ceremonial item

Background:

Presentation of a proclamation declaring May 11–16, 2026, as National Police Week will be provided by Mayor Clark.

City Attorney Review: No

Attachments:

1. Police Week 2026 Proclamation



PROCLAMATION

National Police Week May 11-16, 2026

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the City of Justin; and

WHEREAS, since the first recorded death in 1786, there are currently more than 24,500 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 38th Candlelight Vigil, on the evening of May 13, 2026; and

WHEREAS, the Candlelight Vigil is part of National Police Week, which will be *observed* this year May 11th-16th; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff; and

BE IT RESOLVED that I, Mayor James Clark, do hereby designate the week of May 11-16, 2026, as National Police Week in the City of Justin and publicly salute the service of law enforcement officers in our community and across the nation.

Proclaimed this 14th day of May
2026.

James Clark, Mayor



City Council Coversheet
May 14, 2026
415 N. COLLEGE AVE.

Agenda Item: 2. (PROCLAMATION(S))

Title: Presentation of a Proclamation declaring May 17-23, 2026, as Public Works Week in the City of Justin

Department: Administration

Contact: Amy Piukana, City Secretary

Recommendation:

Ceremonial item

Background:

Presentation of the proclamation declaring May 17-23 as Public Works Week will be provided by Mayor Clark.

City Attorney Review: No

Attachments:

1. Public Works Week 2026



PROCLAMATION

Public Works Week May 17-23, 2026

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of City of Justin; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association; and now,

I, Mayor James Clark, of the City of Justin, do hereby designate the week of ***“May 17–23, 2026, as National Public Works Week,”*** urging all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees, and to recognize the substantial contributions they make to protecting our health, safety, and advancing the quality of life for all in the City of Justin.

Proclaimed this 14th day of May
2026.

James Clark, Mayor

Ryan Stevens, Place 1
Tomas Mendoza, Place 2
Steven Teschke, Place 3



James Castle, Place 4
Daniel Dennis, Place 5
Shelby St. Claire, Mayor Pro Tem, Place 6

James Clark, Mayor

MINUTES

**State of Texas
County of Denton
City of Justin**

Justin City Council Regular Session Meeting - April 9, 2026

A) CALL TO ORDER

Convene into Session:
Invocation

Present: Mayor James Clark, Mayor Pro Tem Shelby St. Claire, Council Member Ryan Stevens, Council Member Steven Teschke, Council Member Tomas Mendoza, Council Member James Castle, Council Member Daniel Dennis

City Staff: City Manager Jarrod Greenwood, City Secretary Amy Piukana, Assistant City Manager Abbey Reece, and Director of Development and Economic Development Services Matthew Cyr

With a quorum of members present, Mayor Clark called the meeting to order at 5:30 p.m. at Justin City Hall, located at 415 N. College Avenue, Justin, Texas 76247.

Mayor Clark provided the invocation.

B) EXECUTIVE SESSION - (4:30 P.M.)

Any item on this posted agenda could be discussed in Executive Session as long as it is within one of the permitted categories under sections 551.071 through 551.076 and Section 551.087 of the Texas Government Code.

City Attorney Matthew Boyle announced the City Council would recess into closed executive session. Mayor Clark recessed into closed executive session at 4:34 p.m.

1. Under Section 551.071, to conduct a private consultation with the City Attorney regarding:
 - Justin Ranch Developers Agreement
 - Magnolia Ridge
2. Under Section 551.087 the City Council may convene in an executive session to discuss or deliberate regarding commercial or financial information that the City of Justin has received from a business prospect that the City seeks to have located, stay, or expand in or near the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described below.

- Discuss Project Tricycle
- Discuss Project Parkway
- Discuss Project Five and Dime

3. Under Section 551.072, to deliberate regarding the purchase, exchange, lease, or sale of real property related to the following:

- Justin Town Square
- Water Infrastructure

C) CALL TO ORDER - REGULAR MEETING (5:30 P.M.)

Mayor Clark called the regular meeting to order at 5:30 p.m.

1. Pledge of Allegiance and Pledge to the Texas Flag

The Pledge of Allegiance and Pledge to the Texas Flag were provided.

D) TAKE ANY ACTION AS A RESULT OF CLOSED EXECUTIVE SESSION ITEM(S)

There was no action as a result of closed session.

E) UPCOMING MEETINGS AND EVENT(S)

Director of Communications Amy Borders provided a report on upcoming meetings and events.

Major Gilliam spoke, expressing his gratitude to Mayor Clark for serving with the Salvation Army kettle drive.

Mayor Clark announced early voting dates and times for the General Election set for May 2, 2026.

1.
 - April 14, 2026, Parks and Recreation Board meeting at 6 p.m.
 - April 16, 2026, EDC/CDC meeting at 5:30 p.m.
 - April 21, 2026, Library Board meeting at 6 p.m.
 - April 21, 2026, Planning and Zoning Commission at 6:30 p.m.
 - April 25, 2026, Justin Fun Day Event
 - May 4, 2026, Municipal Court at 2 p.m.

F) PROCLAMATION(S) & CEREMONIAL ITEM(S)

1. Presentation of the Quilts of Valor

Director of Library Services Lesa Keith and Fran Plisga presented the Quilts of Valor to the following recipients: Linda Speber, Larry Roberson, Leslie Nokes, Curtis Watkins, and Donald Pacheco.

2. Presentation of Excellence Recognition for Economic Development

Economic Development Coordinator Megan Doughty briefed the City Council on the presentation of an excellence recognition which was awarded to the Justin Economic Development Team.

3. Presentation of a Proclamation declaring the Month of April 2026 as Child Abuse Prevention Month

Mayor Clark presented a proclamation declaring the month of April Child Abuse Prevention Month.

4. Presentation of Proclamation declaring April 12 to April 18, 2026 as National Public Safety Telecommunicators Week

Mayor Clark presented a proclamation declaring April 12 to April 18, 2026 as National Public Safety Telecommunicators Week.

5. Presentation of Proclamation declaring April 19 to April 25, 2026, as Library Week in the City of Justin

Mayor Clark presented a proclamation declaring April 19 to April 25, 2026, as Library Week in the City of Justin.

G) REPORT(S)

1. Receive a Quarterly Investment Report

Director of Finance Hailey Payne provided a Quarterly Investment report to the City Council.

2. Receive a Water Conservation Report

Mr. Blake Alldredge with the Upper Trinity Regional Water District provided a presentation to the City Council regarding water conservation.

H) WORKSHOP ITEM(S)

1. Receive an Economic/Community Development Corporation biannual update

The President of the Economic and Community Development Corporation, Tanner Haydin, provided a biannual update.

2. Receive an update from Retail Coach and the City of Justin Economic Development Team regarding updates on Strategic Partnerships, Recruitment, Retention, and other Economic Development initiatives.

Mr. Kaleb Wilson with Retail Coach briefed the City Council regarding this item. Economic Development Specialist Megan Doughty provided an update on recent Economic Development Projects, noting a new Neighborhood Walmart would be coming soon in Justin.

3. Discussion regarding the Justin Old Town Action Activation Plan including ADA and parking accessibility

Director of Development Services Matthew Cyr briefed the City Council regarding this item.

The City Council discussed water and sewer connections, working with business owners, additional

parking, lighting, music, food trucks, benches, honorary recognition, having the Park Board review ideas, utilizing a phased approach, identifying costs, creating a pilot program that could grow, creation of a map that shows the perimeter with streets identified. The City Manager explained staff could repurpose some benches and do some budget-friendly adjustments to assist, noting staff can discuss the creation of a program.

4. Discuss the Emergency Operations Plan (EOP)

Chief Frieda briefed the City Council regarding the Emergency Operations Plan (EOP).

The consensus of the City Council was to move forward with the creation of a plan.

I) PUBLIC COMMENT

In order to expedite the flow of business and to provide all citizens with the opportunity to speak, the mayor may impose a three-minute time limitation for each citizen to speak with a seasonal limitation on speakers on one topic or item with a maximum of fifteen total minutes on the same topic. The Texas Open Meetings Act prohibits the City Council from discussing issues which the public have not been given a seventy-two (72) hour business notice. Issues raised may be referred to City staff for research and/or placed on a future agenda.

Library Board Representative Kayce Strader spoke regarding the Library Board applicant Wendie Canales, noting the Board supports her appointment.

Traci Kirkpatrick spoke, suggested the City Council consider a Hometown Hero banner program for the downtown area.

J) CONSENT AGENDA

Any Council Member may request an item on the Consent Agenda to be taken up for individual consideration.

Council Member Castle made a motion to approve Consent Items 1 through 5, as presented. Motion seconded by Mayor Pro Tem St. Claire. Motion approved unanimously.

1. Consider and take appropriate action to approve City Council minutes dated March 26, 2026; and take appropriate action.
2. Consider adopting Ordinance No. 842-26, second and final reading, repealing Chapter 10, Article XI, Sections 311 through 320 of the Code of Ordinances related to the Renters Certificate of Occupancy (RCO) program; and take appropriate action
3. Consider adopting Ordinance 847-26, second and final reading, amending the existing Specific Use Permit for Thrifted It legally described as O T JUSTIN BLK 33 LOT 17,18 O T JUSTIN addressed as 209 W 5th Street; and take appropriate action.
4. Consider approving Resolution 827-26 appointing a Library Board member; and take appropriate action.
5. Consider adopting Ordinance 848-26, second reading, rezoning approximately 1,244 acres from

Single-Family Rural Estate (SF-RE) to Planned Development Single-Family 2 (PD-SF 2) with an amended minimum lot standard to 4,400 square-feet; Planned Development- Regional Commercial (PD-RC); and Planned Development Mixed-Use (PD-MU) and other amended standards, generally located north and northwest of FM 407 and Treeline Parkway; and take appropriate action.

K) ITEMS PULLED FROM CONSENT AGENDA

There were no items pulled from the consent agenda.

L) FUTURE AGENDA ITEMS

There were no items discussed.

M) ADJOURN

The meeting adjourned at 7:07 p.m.

Mayor James Clark

Seal:



City Council Coversheet
May 14, 2026
415 N. COLLEGE AVE.

Agenda Item: 2. (CONSENT AGENDA)

Title: Consider approving Resolution 830-26 amending the Personnel Manual; and take appropriate action.

Department: Administration

Contact: Janet Holden, Human Resources Generalist

Recommendation:

Staff recommends the City Council approve Resolution 830-26, as presented.

Background:

To update current verbiage for Sec 2.13 — Probationary Period to confirm both new employees and existing employees that receive a job change (lateral move or promotion) will be subject to a six (6) month probationary period. As well as Sec. 4.8 — Call Duty Pay to change from a two-week on-call to a one-week on-call and add the Parks & Recreation department to the on-call schedule.

City Attorney Review:

Attachments:

1. Resolution 830-26 Personnel Manual
2. Probationary Period
3. On Call Pay

RESOLUTION NO. 830-26

**A RESOLUTION OF THE CITY OF JUSTIN CITY COUNCIL
AMENDING THE CITY OF JUSTIN PERSONNEL
POLICIES; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City of Justin (the “City”), Texas is a Home Rule municipality located in Denton County; and

WHEREAS, from time to time it may be necessary to review and amend the City of Justin Personnel Policies to ensure compliance with laws and address changes within the organization; and

WHEREAS, all constitutional, statutory and legal prerequisites for the passage of this Resolution have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Justin and its employees to adopt this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, THAT:

SECTION 1. The recitals set forth above are true and correct and are incorporated herein by reference as part of this Resolution.

SECTION 2. The City Council hereby amends the City of Justin Personnel Policies as presented in “**Exhibit A**”.

SECTION 3. That this Resolution and associated exhibits shall become effective May 12, 2026

DULY PASSED by the City Council of the City of Justin, Texas, on the 12th day of May 2026

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, TRMC City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF JUSTIN TEXAS



PERSONNEL POLICY

Last Adopted January 2026

CITY OF JUSTIN PERSONNEL POLICY

Welcome to the City of Justin

This manual has been developed to acquaint you to the City of Justin and provide you with information about working for the City, employee benefits and some of the policies affecting your employment. You should read, understand, and comply with all provisions of this manual. This manual describes many of your responsibilities as an employee and outlines the programs developed by the City of Justin to benefit its employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee manual can anticipate every circumstance or question regarding policies. As the City of Justin continues to grow, the need may arise and the City of Justin reserves the right to revise, supplement, or rescind any policies or portion of the manual from time to time as needed, in its sole and absolute discretion. The only exception to any changes is our employment-at-will policy permitting you or the City of Justin to end our relationship for any reason at any time.

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This handbook is not a contract, express or implied, guaranteeing employment for any specific duration. Although we hope that your employment relationship with us will be long term, either you or the City may terminate this relationship at any time, for any reason, with or without cause or notice. Please understand that no supervisor, Director or representative of the City has the authority to enter into any agreement with you for employment for any specified period or make any promises or commitments contrary to the foregoing.

CHAPTER I - INTRODUCTION

Sec. 1.1 Purpose:

These policies and operating procedures replace and supersede City of Justin Personnel Policy dated September 30, 2018, and any revisions thereafter, and will apply overall to every employee in the service of the City. Specific city departments will impose additional policy/procedural requirements (e.g. Police Department, Justin Police Department Manual of Rules and Regulations; Fire Department, etc.) necessary to the efficient accomplishment of its individual departmental missions.

Human Resources is assigned responsibility for developing, administering, and explaining personnel policies and procedures for all City employees. Human Resources is delegated the authority to implement and explain policies and procedures as specified by this manual. The final authority in the form of review and approval is reserved to the City Manager and City Council.

The policies stated in this policy are guidelines only and are subject to change at the sole discretion of the City, as are all other policies, procedures, benefits, and other programs of the City. From time to time, you may receive updated information concerning changes in policy.

Department Directors and subordinate management personnel are responsible for the administration and enforcement of these policies and procedures and for cooperating with Human Resources department in the discharge of their responsibilities.

Each City employee is provided with a copy of the personnel policies and is required to read the manual carefully and to adhere to the rules and regulations established in the policies. On the first day of employment Human Resources will review the policy with the new hire. Each employee is required to sign a form stating that they have received the personnel policies.

Human Resources maintains the official set of the personnel policies and all revisions for reference by employees. In addition, Human Resources will make available a complete copy of these policies and copies of subsequent revisions to each employee.

The City of Justin has the right to change these policies at any time, without prior notice to employees. Revisions and amendments will be distributed to employees.

AT WILL EMPLOYMENT: The City of Justin operates under the legal doctrine of voluntary employment-at-will and within requirements of the state and federal law regarding employment, can dismiss an employee at any time, with or without notice, for reason or no reason. No representations to the contrary by any employee will be binding unless reduced to writing and signed as authorized by the City Manager. Texas law allows the City of Justin to maintain this at-will-employment relationship with its employees.

No policies or procedures contained in this document, or any other City of Justin memorandum, manual, or publication may be construed to create a contractual employment relationship, nor do policies and procedures contained in this manual give rise to any contractual rights of any kind. This document is not intended to, nor does it, create a contract of employment between an employee and the City of Justin. Further this manual and its contents do not modify the City of Justin's employment-at-will relationship with its employees.

Equal Employment Opportunity -General: The City of Justin provides equal employment opportunities to all employees and applicants for employment without regard to race, color, creed, ancestry, national origin, citizenship, sex or gender (including pregnancy, childbirth, and pregnancy related conditions), gender identity or expression, sexual orientation, marital status, religion, age, disability, genetic information, service in the military, or any other characteristics protected by applicable federal, state or local laws and ordinances. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination layoff, recall, transfer, leave of absence, compensation, and training. Personnel decisions will be made based on occupational qualifications and job-related factors such as skill, knowledge, education, experience, and ability to perform a specific job.

An employee will not engage in conduct at work that involves joking, derogatory remarks or the display of images or symbols that demonstrates racial, age, sex, religious or ethnic discrimination. Reports of such conduct will be investigated and appropriate disciplinary action taken.

The City of Justin prohibits retaliation or discrimination against any employee for opposing an unlawful or discriminatory practice as outlined above. The City will not allow any form of retaliation against individuals who raise issues or equal employment opportunity. Employees who feel they have been subjected to any such retaliation should bring it to the attention of Human Resources.

Sec. 1.2 – The City:

The City is a designation utilized to indicate the City of Justin, Texas. In the context of this publication, it identifies the synthesis of the City of Justin's personnel functions in the Office of the City Manager.

Sec.1.2.1 – The City of Jusitn:

The City of Justin is a City with a "Council-Manager form of Government". The City Council consists of a Mayor and six members of the City Council elected at large for two-year terms. Under the City Government, the City Manager is the chief administrative and executive officer of the City and administers the City Government through Department Directors and Staff.

Sec. 1.3 – Council Meetings:

Council Meetings are held on the second and fourth Thursday of the month and are held in the council chambers at City Hall. These meetings are open to the public, and you are cordially invited to attend at any time. However, if you have questions or comments concerning your job, you are asked to bring such questions and comments to your supervisor, or Department Director through proper channels.

CHAPTER II - PERSONNEL RECRUITMENT AND PLACEMENT

Sec.2.1 – Hiring the New Employee: Recruitment:

The City of Justin has several methods of recruiting and selecting person to fill vacant positions:

- Promotion or transfer from within.
- Public Announcement (including media announcement and posting of notice for the City Employees) and competitive consideration of application for employment.

The Human Resources Department in consultation with the Department Direct determines the method of selection to be used in filling each vacancy.

It is the City's policy to promote qualified employees whenever possible. IF two or more applicants have substantially equal qualifications and one is a current City employee, the current employee will be given preference of the other applicant.

The City does not accept applications for employment unless a specific vacancy exists. A person wishing to apply for a job with the City when a specific vacancy does not exist is informed of the way of advertising City job announcements and that they may file an application at any time an advertised vacancy exists for which they consider themselves qualified.

Public announcements of position openings at the City for which there will be competitive consideration are disseminated by Human Resources in the manner most appropriate for the position being filed. Current employees are permitted to apply for positions for which they believe themselves to be qualified. The length of time during which applications will be accepted will be determined by Human Resources with consultation with the Department Director in accordance with the circumstances that exist at the time.

Depending on the method of posting current employees are permitted to apply for positions in which they believe to be qualified. However, employees must be employed by the City for at least six (6) continuous months, before they are eligible to apply/transfer to another department within the City.

The City maintains a job description which establishes the required knowledge, skills and abilities for each type of City job along with the acceptable levels of experience and training for each job.

The job descriptions set forth the minimum acceptable qualifications required to fill the position, along with any licenses along with time frames to acquire those licenses.

It is the policy of the City to be an equal opportunity employer and vacancies in the City workforce are filled by promotion, or by initial appointment, based on merit as demonstrated by education, experience, and personal interview. Selections of the best qualified persons are made

based on occupational qualifications and job-related factors such as skill knowledge, education, experience, and ability to perform the specific job.

Sec.2.1.1 – Applications:

The City of Justin requires each applicant for a position to complete a prescribed City Application Form. The employee shall be held responsible for notification of change in address, current telephone number, and changes that would affect benefits or job performance.

Sec.2.1.2 -Penalty for Fraud:

Any employee who has made a false statement of material fact or has practiced any deception, fraud, or misconduct in connection with an application will be subject to disciplinary action and possible termination.

Section.2.1.3 – Background Checks:

It is the policy of the City of Justin to perform background checks and drug screens on all applicants that have been extended to a bona-fide job offer.

Sec.2.1.4 – Employee Orientation:

Upon selection of the best qualified applicant, Human Resources will conduct an orientation session to include the following:

- Personnel Guidelines
- Retirement and insurance benefits
- Employment-at-will
- Grievance procedures
- Payroll and wage procedures
- Leave accrual and usage.

Following orientation briefing, the employee will complete the following:

- All required payroll deduction forms.
- All insurance forms
- Benefit elections, and other paperwork on Employee Navigator
- All Texas Municipal Retirement System forms.
- All other necessary documents.

Following completion of orientation, the employee will be directed to his/her respective Department Director for job assignment.

Sect.2.2 – Examinations:

The Department Director has the authority to establish examinations and examination selection procedures when, in the Department Director's discretion and judgement, such procedures are called for.

Sec.2.2.1 – Scheduling Examinations:

The Department Director will schedule examinations as they occur, and anticipated needs of the City require.

Sec.2.3 – Medical Examination:

New Hires: Applicants who have been offered certain jobs will be required to undergo a thorough medical examination by a physician or laboratory designated by the City, the cost of which will be borne by the City. This examination shall include drug and alcohol screening, to determine the presence of any form of substance abuse. No applicant for such positions shall be employed by the City unless and until the examining physician has certified that the applicant meets the minimum standards of physical fitness required for fulfilling the essential tasks and duties of the position for which the applicant is applying. Psychological tests will be required for public safety positions. New hires must possess all appropriate certificates/licenses as defined by their job descriptions.

Current Employees: In the interest of safety or for any other reasonable cause for concern as to your ability to perform job-related functions, the City may require you to report to a doctor or laboratory of the City's choosing for a complete physical and mental evaluation, including drug and alcohol screening. Refusal to submit to an examination may be cause for dismissal. Employees are required to maintain the same minimum standards of physical and mental fitness required of new applicants for their assignments. All department requests for evaluations shall be coordinated through Human Resources.

Fire Department Personnel Policy – To comply with HB 198's mandate requiring cities to provide confidential, no-cost occupational cancer screenings to firefighters, beginning in the 5th year of employment and annually thereafter until substituted by a compliant annual medical exam.

- **Covered Personnel – Any firefighter as defined by Texas Government Code § 419.021 – includes both career and volunteer firefighters employed by the City.**
- **Excluded – Personnel not meeting the statutory definition (e.g. Administrative staff)**
- **Screening Schedule-Initial screening offered during the 5th year of service.**
- **Annual screenings – every year thereafter, unless substituted by an annual occupational medical exam plan compliant with NFPA standards, approved before February 1 each year.**

- Screening components – Urine test, pulmonary function test, electrocardiogram, infectious disease screening, breast cancer screening, blood test. Chest X-ray(only once every five years)
- Confidentiality – all screenings results, and participation records are strictly confidential and will not be disclosed except as authorized by the firefighter. Results are not subject to public disclosure laws.
- Alternative Compliance Option – The City of Justin may opt out of the mandated screenings if they provide an annual occupational medical exam that; is endorsed by a licensed physician, is in substantial compliance with NFPA standards, and is submitted to the Texas Commission on Fire Protection (TCFP) no later than February 1 each year.
- Administration & Coordination – The City’s HR or Risk Management Department administers the screening program . Coordination with medical providers to ensure logistics, scheduling, consent, and secure record-keeping.
- Costs & Funding – The City of Justin covers the full cost.
- Standard Development & Rulemaking – The Texas Commission on Fire Protection (TCFP) will promulgate rules adopting minimum screening standards based on NFPA guidance. Periodic updates to the policy should reflect new TCFP rule versions.
- Effective Date June 1, 2026.

Notice of Privacy Practices:

This notice of Privacy Practices is provided as a requirement of the Health Insurance Portability and Accountability Act (HIPAA). It describes how the City may use or disclose an employee’s protected health information with whom that information may be shared, and the safeguards the City has in place to protect it. This notice also describes an employee’s right to access and amend his/her protected health information. The employee has the right to approve or refuse the release of specific information outside of the City’s system except when the release is required or authorized by law or regulation.

“Protected health information” is individually identifiable health information. This information includes demographics, for example, age, address, e-mail and relates to the employee’s past, present or future physical or mental health or condition and related health care services. The City of Justin is required by law to do the following:

- Make sure that an employee’s protected health information is kept confidential.
- Give each employee this notice of the City’s legal duties and privacy practices related to the use and disclosure of an employee’s protected health information.
- Follow the terms of this notice currently in effect.

- Communicate any changes in the notice to each employee.

By law, the City must disclose the employee's health information to that employee unless it has been determined by a competent medical authority that it would be harmful to the employee. The City must also disclose health information to the Secretary of the Department of Health and Human Services (DHHS) for investigations or determinations of City compliance with laws on the protection of the employee's health information.

The City will share the employee's protected health information with third party "business associates" who perform various activities for the City of Justin (for example, the City's health insurance carrier, the drug testing administrator). The business associates will also be required to protect the employee's health information.

The City may disclose protected health information during any judicial or administrative proceeding, in response to a court order or administrative tribunal (if such a disclosure is expressly authorized) and in certain conditions in response to a subpoena, discovery request, or other lawful process.

The employee may exercise the following rights by submitting a written request (depending on the request, the employee may also have rights under the Privacy Act of 1974)/

- The employee may inspect and obtain a copy of their protected health information that is contained in a "designated record set" for as long as the City maintains the protected health information.
- The employee may request the City to provide them with an accounting of the disclosures the City has made of the employees' protected health information.
- The employee may obtain a paper copy of this notice.

This notice of Privacy Practices is provided to each employee as a requirement of the Health Insurance Portability and Accountability Act (HIPPA). There are several other privacy laws that also apply, including the Freedom of Information Act, the Privacy Act and the Alcohol, Drug Abuse and Mental Health Administration Reorganization Act. These laws have not been superseded and have been taken into consideration in developing City policies and this Notice of how the City will see and disclose the employee's protected health information.

Sec.2.4 – Nondiscrimination/Disabilities:

It is the policy of the City of Justin to make its employment application process, employee activities, working environment, employee benefits, employee training, and employee advancement process accessible to persons with disabilities and to make reasonable accommodations to a qualified individual with a disability who is an applicant or employee, unless that accommodation will place an undue hardship on City finances or operations, or will pose a danger to the applicant, the employee or others.

The City of Justin offers equal employment opportunity to qualified individuals with a disability and strictly prohibits discrimination against qualified individuals based on disability in compliance with the American with Disabilities Act (ADA) of 1990 as amended, the City will provide reasonable accommodations to otherwise qualified individuals with disabilities as prescribed in accordance with the Act.

Sec. 2.4.1 – Definitions:

- Disability – refers to physical or mental impairment that substantially limits one or more of the major life activities of an individual. A major life activity is substantially limited if an individual cannot perform the activity at all or is limited in the condition, manner, or duration under when an individual can perform the activity when compared to what an average person can do. An individual who has such an impairment has a record of such an impairment is also deemed “disabled individual” . An individual may also be deemed “disabled” if the person is regarded as having such impairment pursuant to the ADA, if the condition is transitory and minor with an actual or expected duration of six (6) months or less, then the condition does not qualify as a disability.
- Direct threat to safety – Refers to significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.
- Essential job function – refers to those activities of a job that are the core to performing the job in question and must be performed with or without an accommodation.
- Major life activity – may include things such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending,, speaking, breathing, learning reading, concentrating, thinking, communicating, or working. A “major life activity” may also include bodily functions such as functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive systems (this list is not exclusive).
- Qualified Individual with a Disability – refers to an individual with a disability who, with or without reasonable accommodation can perform the essential functions of the employment position that the individual holds or has applied for.
- Reasonable Accommodation – refers to making existing facilities readily accessible to and useable by individuals with disabilities, including but not limited to, job restructuring. Part-time modified work schedules, reassignment to an existing vacant positions, acquisition or modification equipment or devices adjustment or modification of examinations, adjustment or modifications of training materials, adjustment or

modification of policies, and similar activities. An accommodation is reasonable if it does not pose an undue hardship to the City of Justin.

- Undue Hardship – refers to an action requiring significant difficulty or expense by the employer. The factors to be considered in determining an undue hardship include (1) the nature and cost of the accommodation; (2) the overall financial resources of the facility at which the reasonable accommodation is to be made; (3) the number of persons employed at the facility; (4) the effect on expenses and resources or other impact upon the facility; (5) the overall financial resources of the City; (6) the overall number of employees at facilities; (7) the operations of the particular facility as well as the entire City; and (8) the relationship of the particular facility to the City. These factors are not exclusive as undue hardship can include an action requiring significant difficulty or expense (e.g. an action unduly costly, extensive, substantial, and disruptive or fundamentally alters the nature of City business).

Sec.2.4.2 – Requests for Accommodations:

In accordance with the ADA, reasonable accommodations will be provided to qualified individuals with disabilities to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. An employee with a disability may request an accommodation. Employees are responsible for bringing up any disability related issues. The request form will be found in Human resources. A “reasonable accommodation” may be provided when it enables the employee to perform the essential functions of the job, does not cause undue hardship and does not cause a threat to safety. Below is the list of procedures to be followed for an Accommodation request:

- The request for a “reasonable accommodation” should be directed to the Employee’s Department Director or designee and should be made in writing.
- The Department Director, or designee with the assistance of Human Resources determines if the employee is a qualified individual with a disability. If the impairment is not obvious, Human Resources should request in writing that the employee submit documentation from a qualified professional, such as a physician, and it must include the following: (1) Diagnosis to substantiate the existence of the impairment; (2) Evaluation of functional limitation which impact performance of the essential functions of the job or access to benefits of employment.
- A functional job description provided by a qualified professional for the purpose of this evaluation.
- NOTE: the employee is responsible for acquiring the diagnosis and evaluation..
- The employee, Department Director or Designee and Human Resources discuss functional limitations.

- If the employee has a disability as defined by the ADA, the employee, Department Director or designee and Human Resources will discuss the specific physical or mental abilities only as they relate to the performance of essential functions of the job or access to benefits and privileges or employment.
- Assess and discuss how these barriers can be overcome with accommodations.
- The Department Director or Designee and Human Resources will identify and communicate in writing to the employee a reasonable accommodation. The accommodation will be determined on a case-by-case basis taking into consideration the documentation and information provided by the employee.
- When reasonable accommodation cannot be provided, Human Resources will discuss with the employee what options are available.

Sec 2.5 – Drug and Alcohol Policy:

The objective of this Policy is to develop and maintain a drug and alcohol-free work environment at the City of Justin to help ensure a safe and productive workplace and safeguard the public interest. To further this objective, the following rules regarding alcohol and drugs in the workplace have been established:

POLICY:

This policy is published to notify, inform, and remind all employees regardless of position that the unlawful or unauthorized manufacture, distribution, dispensation, possession, sale, purchase, or use of controlled substances, illegal drugs, or intoxicating beverages are not permitted under the City's rules on any City premises or property. Drug paraphernalia and equipment related to the use of controlled substances and illegal drugs is strictly prohibited. Employees who violate this Policy are subject to appropriate disciplinary action including termination. In the event of an accident or if there is "reasonable suspicion" because of an employee's behavior, appearance, physical manifestations the City of Justin may perform drug-testing, background checks and driver's license checks.

DEFINITIONS:

- Inside City Premises – all land and properties whether occupied or vacant, buildings structures automobiles, trucks, and other vehicles, lockers, and rooms on or at any site for the performance of work done for or on behalf of the City.
- On City Property – All property owned or leased by the City and used by employees, including (by way of illustration and not limitation) vehicles, lockers, desks, closets, etc.
- Controlled substances – Any substance listed in Schedules I-V of Sec 202 of Controlled Substance Act (21U.S.C §812) as amended.
- Drug paraphernalia – Equipment, product, or any material that is used or intended for use in concealing an illegal drug or for use in injecting, ingesting, inhaling, or otherwise introducing into the human body an illegal drug or controlled substance.

- **Illegal drug** – An illegal drug is any drug or derivative thereof of which the use possession, sale, transfer attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, or local law or regulation; any other drug including but not limited to, a prescription drug, used for any reason other than a legitimate medical reason; and inhalants used illegally. Included are controlled substances and marijuana or cannabis in all forms.
- **Reasonable cause/Reasonable suspicion** – Supported by evidence strong enough to establish that a Policy violation has occurred. A determination as to whether reasonable cause or reasonable suspicion exists in a particular situation shall be made by the joint decision of three (3) persons consisting of the employee’s Supervisor, the appropriate Department Director and Human Resources or the City Manager.
- **Testing** – Is generally defined as urine or breath test to determine chemical or drug content. Any employee may be tested for drug or alcohol use when there is a reasonable cause/reasonable suspicion that:
 - Use of substance is affecting performance or:
 - The employee is engaged in any of the prohibited acts or activities listed in this policy.

Additionally testing can occur in:

- The pre-employment processes.
- A routine physical examination
- The treatment of an injury caused or contributed to by an employee.
- Investigation of an on-the-job accident.
- **Under the influence** – A state of having a blood alcohol concentration of 0.08 or more, where “alcohol concentration” has the meaning assigned to it in Article 67011 – 1 Texas Revised Civil Statutes; or the state of not having the normal use of mental or physical features resulting from the voluntary introduction into the body of an alcoholic beverage or a controlled substance.

Sec. 2.5.1 Medical Marijuana Personnel Policy

The policy outlines the City of Justin’s approach to employee use of medical marijuana in accordance with applicable state laws. While the City recognizes that medical marijuana may be legally prescribed, the City of Justin maintains a commitment to a safe drug-free workplace.

This policy applies to all employees of the City of Justin including full-time, part-time and temporary staff.

The City of Justin will not discriminate against an employee or applicant based solely on their status as a qualified medical marijuana patient under state law. However, employees are prohibited from:

- Reporting to work under the influence of marijuana
- Possessing, using, distributing, or being impaired by marijuana on company premises or while performing job duties, regardless of medical authorization;
- Operating company vehicles, heavy machinery, or performing safety-sensitive functions while under the influence of marijuana.

Employees who are registered medical marijuana patients may voluntarily disclose their status to Human Resources if requesting a workplace accommodation.

Documentation Required – A valid medical marijuana card and physical certification.

Confidentiality – all medical information, including medical marijuana status, will be kept confidential in accordance with HIPAA and company policy.

Note: Reasonable accommodations will be evaluated in accordance with state law but may not be granted if it poses a safety risk or impairs the employee's ability to perform essential job functions.

The City of Justin may conduct drug testing under the following circumstances:

- Pre-employment screening
- Post-accident investigation
- Reasonable suspicion of impairment
- Random testing for safety-sensitive positions

A positive test result for THC will be evaluated in context of the employee's medical marijuana registration and job role.

Employees in safety-sensitive positions (e.g. drivers, equipment operators, etc.) are strictly prohibited from working while using or impaired by medical marijuana. These positions may be excluded from certain accommodations as permitted by law.

Violation of this policy may result in disciplinary action, up to and including termination of employment, especially where impairment endangers workplace safety or violates federal law or regulations.

While medical marijuana may be legal under state law, it remains illegal under federal law. The City of Justin complies with applicable federal regulations, especially for federally regulated job functions.

Sec.2.6 – GENERAL POLICY PROVISIONS

Any of the following actions constitutes a violation of the Policy and may subject an employee to disciplinary action, including immediate termination.

- Using, selling, purchasing, transferring, possessing manufacturing, or storing an illegal drug or drug paraphernalia or alcohol, or attempting or assisting another to do so, while in the course of employment or engaged in an activity sponsored by the City; on premises of the City; in vehicles owned, leased, or rented by the City, or on business of the City.
- Working or reporting to work, conducting city business, or being on city premises or using any city property, while under the influence of an illegal drug or alcohol or in an impaired condition.
- Switching, adulterating, or attempting to tamper with any sample submitted for medical testing, or otherwise interfering or attempting to interfere with the testing process.

Sec.2.7 – DRESS CODE

Purpose:

To have the City of Justin employees project a high standard of personal cleanliness, always grooming and professional appearance during working hours with business casual attire or uniforms. The dress code guidelines in the policy are designed for the employees to maintain a neat business like but comfortable professional image to the public and fellow employees.

General:

The dress code guidelines apply to all full-time, part-time, temporary, seasonal, uniformed, and non-uniformed employees. Clothing must be in good condition, pressed, clean, properly fitting and appropriate to position. Employees should always wear appropriate shoes when working within the City and/or at City Offices.

For attendance at Council Meetings and other meetings outside the City of Justin's offices, business suits, sport coats, dresses, and tailored pants suits are recommended for non-uniformed employees. Uniformed employees are recommended to follow the acceptable business casual guidelines.

Supervisors are responsible for:

- Administering this dress code.
- Determining appropriateness if questionable attire.
- Counseling when necessary.
- Determining special department needs.

An employee shall refrain from wearing apparel that is low-cut, backless, tank top style, excessively tight or excessively short.

Uniformed Employees:

Employees are required to wear uniforms and/or specified apparel will be provided with new uniforms and apparel with required insignia upon employment. Replacement uniforms and

apparel will be furnished at the City's expense on "as needed" basis and per individual Department Guidelines.

Each Department determines what type of footwear to be worn based on the safety needs of the job. Uniformed employees who terminate employment with the City must return all uniforms and apparel issued by the City by the time his/her final paycheck is issued. Department Directors are responsible for the removal and return of identifying patches and insignia.

Employees will not wear City-issued uniforms, including any issued hat, for other than City work. However, uniforms may be worn to and from work, including any incidental stops that may occur while on the way to and from work (examples include basic errands such as trips to the bank or grocery store). An employee who wears the City of Justin uniform represents the City of Justin and will always conduct themselves in a professional manner whether the employee is on or off duty or outside of the City of Justin.

Personal Hygiene:

Well-groomed employees should be aware that it is necessary to include daily bathing, the use of deodorant and the practice of good dental hygiene in their personal habits to project a professional appearance and non-offensive work environment.

Based on the safety needs of the job, employees with long hair must wear it tucked under a cap or hat. Employees with facial hair must be neatly trimmed. Supervisors or Department Heads will make the determination when this is needed.

Dress Standard:

Due to many types of jobs within the City, several different dress standards are necessary. An employee who is in doubt as to the dress standard for their department should contact his or her supervisor. In instances where this policy conflicts with Department dress codes the more restrictive policy will apply.

Example: If an employee's duties require him/her to have constant contact with the public, that employee may be held to higher dress standard than one with little or no contact with the public.

Exceptions to Standard Dress Policy:

The above-stated provisions apply in normal work situations, however, there may be instances where exceptions may be made, including, but not limited to, special work assignments or inclement weather. In times of extreme snow or ice, when a specific short-term situation is dictated or when medical conditions exist. A Department Directors are responsible for monitoring the appearance of their employees and taking corrective action when necessary.

Sec. 2.8 – Crown Act

The City of Justin is committed to providing a workplace free of discrimination. In accordance with the Texas Crown Act and the Texas Labor Code, the City prohibits discrimination on the basis of an individual's hair texture or protective hairstyle commonly or historically associated with race, ethnicity or culture.

Definitions :

- Protective Hairstyle; A hairstyle that is commonly or historically associated with race, ethnicity or culture. Examples include braids, cornrows, twists, locs, afros and hair that is tightly coiled.
- Hair Texture: The natural form of the hair, including tightly coiled, curly, wavy, straight, etc.

Prohibited Practices:

- The City will not adopt or enforce any dress, grooming or appearance policy that discriminates against hair texture or protective hairstyles commonly or historically associated with race.
- Employees will not be required to alter or modify a protective hairstyle in order to comply with grooming or dress code requirements unless the requirements are justified.

Sec.2.9 – Employee Records:

Personnel files are kept and maintained in the Human Resources Department.

Information in an employee's personnel file is public information and must be disclosed upon request unless specific items are excepted from disclosure by law. No information from any record placed in an employee's file will be communicated to any person or organization except by Human Resources, the City Manager, or by another employee authorized to do so by the City Manager.

Each employee may choose whether the City discloses the employee's home address and telephone number. A form for this purpose is available at the time of hire and is maintained in the employee's personnel file.

An employee or a representative designated by the employee in writing may examine the employee's personnel file upon request during normal working hours in the presence of Human Resources at the City Hall. The employee may request copies of items or material in their personnel file but may not remove anything from the file. Once the employment relationship between the City and an employee end, the employee will no longer have the ability to view their personnel file. It is the responsibility of the employee to provide Human Resources with any changes in or corrections to information recorded in their individual personnel file such as:

- Home address
- Telephone Number
- Emergency Contact
- Change in marital status or in the number of dependents (for the purpose of health insurance and income tax withholding)
- Change in beneficiary for the life insurance and retirement benefits.
- Any additional schooling, certificates or degrees earned during your employment.
- Other pertinent information

Sec. 2.10 – Residence

There is no general requirement that City employees live within the City of Justin. However, employees likely to be called to work in cases of emergency may be required to live within a 45-minute drive from their places of work. At the discretion of the City Manager certain positions may have requirements to live closer than a 45-minute drive from their place of work..

Sec. 2.11 Affiliations/Favoritism

Sec 2.11.1 – Nepotism:

Persons related within the third degree of affinity or within the third degree of consanguinity to the Mayor or Member of the City Council will not be eligible for employment.

Relatives of other employees may be employed but not under the immediate supervision of any relative related within the third degree of affinity or within the third degree of consanguinity. To assist in identifying various critical relationships, the following can be utilized.

Consanguinity (Blood Relationships)

<u>First Degree</u>	<u>Second Degree</u>	<u>Third Degree</u>
Mother	Grandmother	Uncle (mother or father's brother)
Father	Grandfather	Aunt (mother or father's sister)
Sister	Granddaughter	Niece (sister or brother's daughter)
Brother	Grandson	Nephew (sister or brother's son)
Daughter		First Cousin (aunt or uncle's daughter or son)
Son		

Affinity (Marriage Relationships)

<u>First Degree</u>	<u>Second Degree</u>	<u>Third Degree</u>
Wife	Mother-in-Law	anyone related by Consanguinity

Husband	Father-in-Law	(blood) to the Employee's Spouse
	Sister-in-Law	
	Brother-in-Law	the Spouse of anyone related by
	Daughter-in-Law	Consanguinity (blood) to the Employees
	Son-in-Law	Spouse

Sec. 2.11.2 – Questionable Influence

Should there be known to exist any special relationship or special relationship or special motivating factors, either directly or indirectly, between a recommended candidate and the screening supervisor, this will be explained in a narrative justification and forwarded to the Human Resources Department and the City Manager before the selection is made final. Special relationships or special motivating factors include familial relationships between the selectee and any Justin municipal employee; friendships with other municipal employees or requests (asking favors) concerning the potential selectee by other municipal employees or anyone who might have an interest in exerting their influence upon Justi Municipal functions.

Sec. 2.12 – Employment Status

There are three major general classifications of employees: Regular, Probationary and Temporary (Seasonal).

Sec. 2.12.1 – Regular Full-Time Employees

Are those employees who work a full workweek (as defined in sec. 3.3) on a regular basis.

There are two classifications of part-time employees – those who work at least thirty (30) hours on a regular basis and those who work less than thirty (30) hours on a regular basis. Those working more than thirty (30) hours shall be considered “Part-time” – 30 employees and those who work less than thirty (30) hours shall be considered “Part-time” employees.

Sec.2.12.2 – Probationary Employees

Employees who are newly hired regular employees that have not yet completed their initial probationary period, which is generally six (6) months after hire, depending on the job classification and performance. Probationary employees can either be full-time, part-time or part-time -30 employees.

Sec.2.13 – Probationary Period

Every person initially employed by or promoted in City service as a regular employee will be required to successfully complete a probationary period of six (6) months. The new employee's supervisor will assist him or her during this time. Each new employee's performance will be

evaluated as he or she adapts to the new job. Written notification of this individual's employment status will be entered into his or her personnel file at the conclusion of the initial trial period. A probationary employee may be dismissed at any time during the probationary period with no recourse to the formal appeal procedure. The duration of the probationary period may be extended if an employee is away from his or her job for an extended period or if the employee's performance or attendance is not yet satisfactory. Should the Department Director decide to extend the probationary period, a written notice outlining the reasons for the extension will be issued to the employee.

During the probationary period, an employee will be eligible for all regular benefits to which they would be eligible as a regular employee.

Police Department new hires will be subject to a twelve (12) month probationary period from the date of hire.

Should an employee fail to successfully complete their probationary period, they may be subject to disciplinary action up to and including termination.

Sec. 2.14 – Job Performance

A Formal written evaluation will be conducted at various times, but at least annually, for each employee. Scores on evaluations will be used to compare the performance, experience, and qualities of employees to their job requirements. The performance evaluation may vary for different job categories, departments and /or supervisory capacity. The evaluations will become a part of the employee's permanent personnel record file.

- New field employees will be evaluated at the end of each training period. These evaluations, conducted by a trainer or supervisor, will be reviewed by the immediate supervisor of the new field employee. These reviews will be taken into consideration when making full evaluations.
- All new employees' first six (6) months of employment represent a probationary period. Each new employee may be given a series of evaluations during this period.
- All new employees will be reevaluated at 190 days to determine if they have successfully completed their probationary period.
- Before termination is recommended, the employee's evaluation will be reviewed by Human Resources and the City Manager.
- Upon completion of the first year of employment, evaluations will be completed at least annually.

Police Department personnel will have unique evaluation standards and their evaluations.

Sec. 2.15 – Job Descriptions

A job description outlining the duties and responsibilities of each position within the City of Justin will be on file in the office of Human Resources.

Chapter III - EMPLOYEE PAY AND BENEFITS

Sec. 3.1. – Salaries

All positions will be classified either as exempt or non-exempt according to job qualifications, duties performed, and responsibilities assumed.

Sec. 3.2. – Timecards and Method of Payment

Hours worked should be entered into the ESS time management system for the supervisor and/or Department Director approval. Human Resources will download all hours worked no later than 10:00 on Monday following the end of the pay period. All time entered through the ESS time management system must be approved by the employee and their supervisor or Department Director.

All non-exempt employees are required to record all hours worked. After he/she has entered their time into the ESS time management system for the current pay period, review the time entered for accuracy. Once the time has been reviewed for accuracy, then approve the time. Never approve of anyone else's time and never allow anyone else other than your Supervisor or Department Director to approve your time. Never enter time for anyone nor allow anyone to enter time for you. These are both grounds for disciplinary action up to and including termination.

It is crucial that all employees verify their time to help avoid future corrections. It is the responsibility of the supervisor or Department Director to verify that the employee's submitted hours follow the overtime and compensatory time guidelines. Any corrections should be corrected prior to the final approval by the supervisor or Department Director.

Exempt employees are required to submit time as well. Although exempt employees may work more than their regular forty (40) hours, workweek, the entering of hours in the ESS time management system aids in the tracking of employee leave and can be the basis for allowing work leave.

Sec. 3.3 – Pay Day

Employees will be paid bi-weekly every other Wednesday for the period which ended on the previous Sunday. Should pay day fall on a holiday, pay day will be on the preceding workday. Non-exempt employees must track all time worked, and their supervisors must approve time entries prior to pay days.

Sec 3.4 – Accrual of Paid Time

Employees working twenty-nine (29) hours or less per week do not accrue any paid time off and are part-time. Permanent employees working full-time, defined as thirty-five (35) or more hours

per week shall accrue paid time off on a full basis. Permanent employees working at least thirty (30) hours per week shall accrue paid time off on a $\frac{3}{4}$ basis of benefits provided to full-time employees. Temporary and seasonal employees do not accrue paid time off.

Sec. 3.5 – Insurance

Regular full-time and part-time-30 employees are eligible for medical, dental, vision, and life insurance coverage on the first day of the month following date of hire.

The City of Justin offers as a benefit to full-time and part-time-30 employees the following insurance coverage: health insurance, dental insurance, vision insurance, short-term disability, long-term disability insurance and life insurance. The City will provide a copy of the current plan to the employee at the time of employment. The City reserves the right to periodically update and alter the plans to ensure the best possible policy and coverage for the employees.

Eligible employees may add dependent coverage at the employees' expense as allowed by the City's insurance plans. An eligible dependent is an employee's spouse, or natural or legally adopted child or stepchild, provided the child or stepchild is 26 years of age or younger.

Sec. 3.5.1 – Critical Illness Supplemental Income Benefits (retired Firefighters/Retired Peace Officers)

This policy outlines the guidelines and provisions regarding supplemental income benefits for retired firefighters and peace officer diagnosed with specific critical illnesses, in compliance with Texas House Bill 4144 (2025), which amends Chapter 607 of the Government Code.

This policy applies to all retired firefighters and peace officers who:

- Retired from a fire department or law enforcement agency with at least fifty (50) personnel.
- Were diagnosed with one of the qualifying critical illnesses within three (3) years of retirement.

Qualifying Critical Illness

The following conditions are recognized as qualifying critical illnesses under this policy:

- Cancer (as defined in Sections 607.055 and 607.056 of the Government Code)
- Acute myocardial infarction(heart attack)
- Stroke

Benefit Entitlement

Retired individuals diagnosed with a qualifying critical illness within three (3) years of retirement are entitled to a supplemental income benefit, provided the City of Justin does not offer a comparable health benefit plan.

The benefit amount is the lesser of:

- The retiree's final annual salary
- \$100,000

This amount will be adjusted every ten years based on the Consumer Price Index, as determined by the commissioner of workers' compensation.

Payment Options

The supplemental income benefit may be provided in one of the following formats:

- A lump sum payment
- Equal payments over three (3) consecutive months.

Exemptions

This policy does not apply to political subdivisions that provide a health benefit plan to retirees and that is comparable in coverage and cost to the plan offered to the retiree immediately before retirement.

Implementation and Administration

- Notification – Retired individuals must notify the Human Resources Department of their diagnosis within thirty (30) days of receiving a qualifying diagnosis.
- Documentation – Official medical documentation confirming the diagnosis must be submitted with the notification.
- Review – The Human Resources Department will review the submitted documentation and determine eligibility for the supplemental income benefit.
- Payment Processing – Upon approval, the benefit will be processed and disbursed according to the selected payment option.

Sec. 3.6 – Pension Plan

A retirement account will be established for each full-time employee with the Texas Municipal Retirement System ("TMRS") upon his or her employment with the City. Deposits to the employee's Retirement Account, which include the employee's mandatory contribution and the City's contribution will be made for each pay period. The City also offers an optional (457b) Deferred Compensation Plan. Contributions into this account will be made by the employee at the end of each pay period and will be automatically deducted from the employee's paycheck. The City does not contribute funds into this account.

Sec. 3.7 – Workers' Compensation Insurance

The City maintains workers' compensation insurance for all employees if an employee is injured on the job. Employees are required to report any on the job injury immediately to his/her

supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period could jeopardize your claim. Texas state law prescribes the criteria for receipt of workers' compensation payments.

Sec 3.7.1 – Workers' Compensation for First Responders

The City of Justin follows the rules adopted in H.B. No 471 for First Responders and the rules and regulations within the Texas Workers' Compensation Act regarding First Responder Personnel who are injured while performing their job duties. H.B. No 471 provides certain privileges for First Responder personnel when they sustain an injury while performing their job duties. The Texas Workers' Compensation Act provides rules and regulations that employees, employers and insurers must follow.

Definitions:

First, Responders are identified as:

- Firefighter – a person who is a permanent, paid employee of the fire department of the City of Justin. This term does not include volunteer firefighters.
- Paramedic – means a person who is a permanent, paid employee of the fire department of the City of Justin and holds either an EMT Basic or EMT Paramedic license.
- Police Officer – means a paid employee who is full-time, holds an officer license issued under Chapter 1701 Occupations Code and regularly serves in a professional law enforcement capacity in the police department of the City of Justin. This term includes the chief of the department.

Procedures:

H.B. 471 requires a municipality such as the City of Justin to provide a sworn Firefighter, EMT or Police Officer with a leave of absence for an illness or injury related to the line of duty. The leave is full pay for a period commensurate with the nature of the illness or injury and shall as needed for up to one year beginning on the first day of lost time. This leave runs concurrently with Workers' Compensation Benefits with the City of Justin paying the portion of salary not covered through temporary income benefits administered by the Workers' Compensation carrier. If Workers' Compensation benefits are not available and the Firefighter, Police Officer or EMT is still unable to work within the one (1) year period allowed for an absence, then the City of Justin will pay the Firefighter, Police Officer or EMT's full pay.

Texas Workers' Compensation Act:

The Texas Workers' Compensation Act provides injured employees with an accepted job injury/illness benefits which include payment for reasonable and necessary medical care and income benefits. Temporary income benefits are for a claimant who has an accepted claim

and 1) a medical provider has taken them off work for a compensable injury/illness, or 2) a medical provider has provided modified duty for a compensable injury/illness that the employer is unable to accommodate and begins on the 8th day of disability. The first 7 days of compensable lost time are considered a waiting period in which the claimant should take their own leave (except for First Responders as defined in H.B. No. 471). If the claimant reaches the 15th compensable day of disability, the first 7 days can be covered. The claimant continues to receive temporary income benefits until they are released to return to work in either 1) a full duty capacity or 2) until the employer can accommodate any modified duty as prescribed by a medical provider. Temporary income benefits will not exceed 2 years. After 2 years, a claimant is deemed to be a Statutory Maximum Medical improvement and will be sent out for an Impairment Rating. Impairment Ratings are paid out according to State Law.

Coordination of H.B. No. 471

H.B. No 471 provides for full pay for 1 year of line duty injuries for firefighters, Police Officers and EMTs. The 1-year pay will run concurrently with eligible Workers' Compensation temporary income benefits if available.

At the end of the 1-year period, the City of Justin may extend the leave of absence at full or reduced pay. If the firefighter, police officer or EMT's leave is not extended or their pay is reduced to below 60 percent of their regular monthly salary and the person is a member of a retirement system with disability retirement benefits, the person is considered eligible to receive the disability retirement benefits until able to return to duty. If the firefighter, police officer or EMT is not a member of a retirement system with disability retirement benefits, then they may use their accumulated sick, vacation and other accrued leave before they are placed on temporary leave.

If the 1-year period and any extensions granted by the City of Justin have expired, the firefighter, police officer or EMT is placed on a temporary leave and may use their accumulated sick, vacation and other accrued leave if any available.

Lifetime Benefits:

Lifetime benefits are paid until the death of the employee for:

- Total and permanent loss of sight in both eyes.
- Loss of both feet at and above the ankle.
- Loss of both hands at and above the wrist.
- Loss of one foot at or above the ankle and the loss of one hand at or above the wrist.
- An injury to the spine that results in permanent and complete paralysis of both arms, both legs or one arm and one leg.
- A physical traumatic injury to the brain resulting in a permanent major neurocognitive disorder or a psychotic disorder.

- Third degree burns that cover at least 40 percent of the body and require grafting or third degree burns covering the majority of both hands, both feet, one hand and one foot, or one hand or foot and the face.
- A serious bodily injury sustained by the employee in the course and scope of the employee's employment that permanently prevents the employee from performing any gainful work.

Implementation of Texas HB 331 (2025)

This policy establishes procedures and guidelines to comply with Texas House Bill 331 (2025) which expands workers' compensation presumptions for heart attacks and strokes suffered by first responders during or shortly after performing their duties.

This policy applies to all firefighters, peace officers, and emergency medical services (EMS) personnel employed by the City of Justin.

In accordance with Texas Government Code § 607.056 as amended by HB331, the department recognizes that any heart attack (acute myocardial infarction) or stroke resulting in disability or death shall be presumed to have occurred in the course and scope of employment if:

- The affected employee was engaged in stressful or strenuous physical activity related to their emergency response duties or training exercises during their shift; and
- The event occurs within eight (8) hours after the end of the shift in which the activity occurred.

This presumption applies regardless of whether the activity was "routine" or "nonroutine."

Definitions:

- Stressful or Strenuous Physical Activity – Physical exertion involving fire suppression, rescue operations, hazardous materials response, emergency medical services, law enforcement activities, or related training exercises.
- First Responders – Includes firefighters, peace officer, and EMS personnel.

Procedures

Reporting – employees experiencing symptoms of a heart attack or stroke during or shortly after performing covered activities shall immediately report the incident to their supervisor and seek emergency medical care. Supervisors must ensure prompt documentation and reporting of the incident to the department's Human Resources Department.

Workers Compensation Claim

Upon notification of a qualifying medical event, the Human Resources Department will initiate a workers' compensation claim under the expanded presumption provided by HB 331. Claims will

be processed in accordance with Texas Department of Insurance, Division of Workers' Compensation guidelines.

Medical Evaluation

The employee may be required to undergo medical evaluation and provide medical documentation to support the claim. The Human Resources Department will maintain confidentiality of all medical records in compliance with applicable laws.

Training

All employees covered under this policy will receive training on HB 331 provisions and the process for reporting and filing claims related to heart attacks and strokes.

Confidentiality

All information relating to workers' compensation claims will be kept confidential to the extent permitted by law.

Sec. 3.8 – Injured Employee Wage Continuation Benefits

All other Full-time employees who sustain physical injury on the job shall receive wage payments as injured employee wage continuation payments which are separate and distinct from and in addition to Workers' Compensation payments. Injured employee wage continuation would continue if a physician selected by the employee and approved by the City Manager certifies that the employee is not able or should not return to regular or full-time work due to the injury. Wage continuation benefit payments shall not be charged against sick leave, or vacation time until supplemental wage continuation benefits have been exhausted. The total amount paid to an injured employee while absent from work, including any combination of Workers' Compensation benefits, wage continuation benefits, sick leave, vacation leave and wages for work performed shall not exceed one hundred percent (100%) of full pay which he/she would have received for such period at his/her regular hours and rate of pay. In no event unless expressly authorized by the City Manager shall the total amount of wage continuation benefits paid to an employee as a result of physical injury, including any later aggravation, relapse or re-injury, exceed thirty (30) working days at one hundred percent (100%) of his/her regular hours and rate of pay; nor shall supplemental wage continuation benefits be paid for absence from work or inability to perform regular or full-time work for an injury sustained two (2) or more years previously. While off work and drawing injured employee wage continuation benefits, an injured employee shall continue to accrue vacation and sick leave at regular rate. If the employee is receiving weekly Workers' Compensation payments, then sick and vacation leave may be taken in an amount necessary to make the difference between such payments and full regular pay.

The term "physical injury" as used in this section shall mean an injury to the physical structure of the body or a part thereof including any subsequent aggravation or re-injury that occurs while

the employee is acting in the course and scope of his/her employment and shall not include any illness, disease or infection except such illness, disease or infection as is directly caused by and naturally results from a physical on the job injury. Injuries that occur while traveling to and from work, while engaged in horseplay, or while attending to personal matters shall not be deemed injuries to qualify for this supplemental benefit.

An employee with a physical injury who is able as determined by the treating physician to perform light duty will be required by the City Manager to do so for his/her original department or another department.

An employee who does not qualify for injured employee wage continuation benefits, or whose benefits are used up before being released for duty by the treating physician may take his/her accrued sick and/or vacation leave, to equal one hundred percent (100%) of regular pay. An employee who has used all accrued sick and vacation leave and injured employee wage continuation benefits before being released for duty by the treating physician may be granted a leave of absence without pay for a reasonable period upon recommendation of the Department Director and approved by the City Manager.

An employee who is physically able to and who fails to report an on-the-job injury, however minor, within twenty-four (24) hours after it occurs may not receive or be eligible for injured employee wage continuation benefits, when an employee is injured on the job he/she shall notify his/her supervisor, complete a written accident report immediately, and submit it to Human Resources.

Sec. 3.9 – Certification Compensation

Certification compensation will be offered to regular full-time employees. This benefit is only offered for certifications within your job description requirements **January 1, 2026**. Anyone receiving Certification Pay for Certifications not listed will be grandfathered and will continue to receive that certification pay. Please see below all certifications pay rates. This schedule may be updated from time to time by the City Manager.

<u>Certification Pay Schedule</u>	
City Secretary	\$100/month
Certified Government Finance Officer	\$75/month
Planning & Development	
Code Enforcement Officer II	\$75/month
Plumbing Inspector License	\$75/month
International Code Council Certification	\$75/month
GIS Professional Certification	\$75/month

Can only be paid for one level of code enforcement certification and one ICC Certification

TECQ Water

A	\$100/month
B	\$50/month
C/Ground Water Treatment C	\$25/month

Can only be paid for highest level of water license if multiple is held.

TECQ Wastewater Treatment/Collection

A/Collection III	\$100/month
B/Collection	\$50/month
C/Collection II	\$25/month

Can only be paid for the highest level of wastewater license if multiple is held.

TCOLE Peace Officer

Master Peace Officer	\$100/month
Advanced Peace Officer	\$75/month
Intermediate Peace Officer	\$50/month
Field Training Officer	\$50 per month

*FTO pay is only received for pay periods in which an individual is acting as a field training officer during any portion of the pay period.

Fire Department

Master Certification	\$100/month
Advanced Certification	\$75/month
Intermediate Certification	\$50/month
Certified Fire Marshal	\$75/month
Fire Inspector Certification	\$75/month
Plans Examiner	\$75/month
Hazmat Technician	\$100.00/month

Can only be paid for the highest level of certification.

Municipal Court Clerk Certification

CCE	\$100/month
CCM	\$100/month
Level III	\$75/month
Level II	\$50/month
Level I	\$25/month

Can only be paid for the highest level of Court Clerk Certification.

Parks & Recreation

Certified Playground Safety Inspector	\$50/month
Non-Commercial Political Pesticide Applicator License	\$25/month

Bilingual Certification**Translation****\$50/month**

Water/Wastewater On-Call Pay**\$80 per week if served in on-call capacity (prorated if not on call for a full week)****\$120 per week if served in on-call capacity during a week with a City-observed holiday.**

Sec.3.10 Tuition Reimbursement

Tuition reimbursement may be offered to regular full-time employees who have completed twelve (12) months' employment with the City: The tuition for degree programs of Associate and Bachelor will be reimbursed up to the rate of current tuition at the nearest state university. Degree plan must be related to current position held within the City. An employee must submit a written request and receive pre-semester approval for degree course which is beneficial to his/her current position or department. Approval will be subject to review by the City Manager.

Upon completion of the approved degree course he/she must submit a certified copy of course, grades and related receipts to the Department Director for reimbursement approval. Associate and bachelor's degree courses will be reimbursed at 100% for a grade of "B" or better or "Pass" in a course utilizing the "pass/Fail" grading scale. Grades of "C" or lower or "Fail" will not be reimbursed. Maximum of six (6) credit hours with a maximum reimbursement of \$1,500 per semester.

All coursework must be completed in the employee's personal time away from work. Failure to do so will affect employees' eligibility to receive reimbursement.

If an employee resigns or is terminated for any reason prior to course completion, the City of Justi shall not be obligated to reimburse any part of the expense.

An employee who resigns or is terminated less than two years after completion of reimbursed course must return the monies to the City upon termination.

Tuition reimbursement will only be available provided there are funds allotted in the current fiscal year budget.

Sec. 3.11 – Travel Reimbursement

A City employee traveling in their personal vehicle on pre-approved City business shall be reimbursed at the current Internal Revenue Service Mileage Rate. If the employee is traveling as part of an overnight stay, the mileage reimbursement for travel to and from the destination shall be included in a travel advance payment. The City Manager or Department Director must approve any travel that requires an overnight stay.

When a City employee is required to stay overnight, that employee shall receive a travel advance allowance for expenses based on the General Service Administration's per diem rates of the

appropriate location. If the employee is not staying at a designated conference hotel, the amount of the hotel costs for each night shall not exceed the Government Service Administration's allowable rates for that location and time of year.

Should the event/conference be cancelled or if the employee is unable to attend, any travel advance received by the employee will need to be refunded back to the City within two weeks of the event/Conference.

Sec.3.12 – Longevity Pay

Full-time employees with one full year of service as of November 1st shall receive longevity pay of \$50 for each completed year of service. Longevity pay will be paid out on the pay period prior to the Thanksgiving holiday.

Sec. 3.13 – Compensation Plan

Compensation For Classified Positions:

- Each job shall be assigned to one of the classified grade levels. The compensation plan shall specify an entry, mid and maximum level with an hourly wage or salary, within each classification. The City Council as part of its annual budget process will consider the allocation of funds for pay plan adjustments to the pay plan. The Council may also consider the allocation of funds for additional raises (for example, to employees who have already reached the maximum pay grade level).
- Employees at the top of a pay grade may be eligible for a base or pay plan adjustment if authorized by City Council.
- Probationary employees are not eligible for a pay increase until the completion of their six-month probationary period.

Amendment to a Plan

The compensation plan may be amended, as circumstances require, through changes recommended by the City Manager and approved by the City Council.

Position	Min	Mid	Max	Min	Mid	Max
Accountant	\$57,513.00	\$71,425.00	\$85,340.00	\$27.65	\$34.34	\$41.03
Account Services Coordinator	\$42,726.69	\$51,729.60	\$62,067.20	\$20.54	\$24.87	\$29.84
Administrative Coordinator PW	\$41,499.11	\$49,543.50	\$58,979.97	\$19.95	\$23.82	\$28.36
Asst. City Manager	\$151,708.26	\$154,939.50	\$158,795.20	\$72.94	\$74.49	\$76.34
Asst. Fire Chief	\$115,005.20	\$134,449.14	\$145,883.35	\$55.29	\$64.64	\$70.14
Building Inspector	\$52,356.41	\$62,774.35	\$73,497.94	\$25.17	\$30.18	\$35.34
Building Official	\$81,912.35	\$90,739.27	\$100,906.53	\$39.38	\$43.62	\$48.51
City Manager	\$198,284.00	\$199,224.50	\$204,886.00	\$95.33	\$95.78	\$98.50
City Secretary	\$94,311.53	\$99,271.54	\$118,374.39	\$45.34	\$47.73	\$56.91

Code Enforcement Officer	\$46,657.48	\$56,312.99	\$64,578.31	\$22.43	\$27.07	\$31.05
Communications Manager	\$66,664.00	\$83,324.80	\$99,985.60	\$32.05	\$40.06	\$48.07
Construction Inspector	\$50,086.40	\$62,587.20	\$75,108.80	\$24.08	\$30.09	\$36.11
Controller	\$88,712.00	\$110,884.80	\$133,078.40	\$42.65	\$53.31	\$63.98
Court Clerk	\$37,627.20	\$47,028.80	\$56,430.40	\$18.09	\$22.61	\$27.13
Court/Library Administrator	\$88,712.00	\$110,884.80	\$133,078.40	\$42.65	\$53.31	\$63.98
Customer Service Specialist	\$37,321.00	\$46,928.22	\$53,004.42	\$17.94	\$22.56	\$25.48
Director of Development and Economic Development	\$114,078.56	\$125,313.74	\$159,192.17	\$54.85	\$60.25	\$76.53
Director Public Works	\$121,805.12	\$137,677.70	\$160,658.37	\$58.56	\$66.19	\$77.24
ED Coordinator	\$63,595.84	\$78,455.52	\$93,314.99	\$30.57	\$37.72	\$44.86
Finance Director	\$122,369.61	\$138,623.51	\$156,997.68	\$58.83	\$66.65	\$75.48
Fire Captain		\$104,078.88				
Fire EMT Basic		\$86,764.18				
Fire EMT Paramedic		\$95,421.52				
GIS Tech	\$50,086.40	\$62,587.20	\$75,108.80	\$24.08	\$30.09	\$36.11
Human Resources Director	\$111,761.95	\$116,834.92	\$146,483.19	\$53.73	\$56.17	\$70.42
Library Assistant	\$32,455.45	\$38,875.20	\$46,654.40	\$15.60	\$18.69	\$22.43
Municipal Street Crew Lead	\$47,762.50	\$57,419.20	\$63,124.60	\$22.96	\$27.61	\$30.35
Municipal Street Worker	\$37,627.20	\$47,028.80	\$56,430.40	\$18.09	\$22.61	\$27.13
Municipal Street Crew II	\$40,916.75	\$50,368.89	\$59,821.28	\$19.67	\$24.22	\$28.76
Office Manager Public Works	\$26,940.62	\$38,084.80	\$48,630.40	\$12.95	\$18.31	\$23.38
Parks & Municipal Superintendent	\$73,050.91	\$86,061.35	\$98,924.94	\$35.12	\$41.38	\$47.56
Parks Team Lead	\$47,442.34	\$54,381.57	\$62,251.91	\$22.81	\$26.14	\$29.93
Parks Worker I	\$37,627.20	\$47,028.80	\$56,430.40	\$18.09	\$22.61	\$27.13
Parks Worker II	\$39,665.60	\$48,611.20	\$57,282.52	\$19.07	\$23.37	\$27.54
Permit Tech	\$35,782.61	\$48,257.05	\$57,111.64	\$17.20	\$23.20	\$27.46
Police Admin Asst	\$47,969.98	\$51,873.38	\$61,069.20	\$23.06	\$24.94	\$29.36
Police Cadet	\$61,946.28	\$66,502.19	\$75,108.80	\$29.78	\$31.97	\$36.11
Police Chief	\$122,503.88	\$138,743.30	\$165,402.50	\$58.90	\$66.70	\$79.52
Police Corporal	\$76,208.98	\$94,198.75	\$99,985.60	\$36.64	\$45.29	\$48.07
Police Detective	\$66,664.00	\$83,324.80	\$99,985.60	\$32.05	\$40.06	\$48.07
Police Lieutenant	\$86,954.74	\$114,845.63	\$127,115.50	\$41.81	\$55.21	\$61.11
Police Officer	\$65,414.57	\$79,718.70	\$82,695.36	\$31.45	\$38.33	\$39.76
Public Relations Specialist	\$49,920.00	\$59,116.00	\$79,853.00	\$24.00	\$28.42	\$38.39
Senior Accountant	\$66,720.96	\$82,590.40	\$98,459.61	\$32.08	\$39.71	\$47.34
Senior Construction Inspector	\$55,078.40	\$68,868.80	\$82,617.60	\$26.48	\$33.11	\$39.72
Utilities Superintendent	\$73,320.00	\$91,644.80	\$109,969.60	\$35.25	\$44.06	\$52.87
Utility Maintenance WW	\$37,627.20	\$47,028.80	\$56,430.40	\$18.09	\$22.61	\$27.13
Utility Maintenance WW II	\$44,955.40	\$54,707.89	\$62,913.91	\$21.61	\$26.30	\$30.25
Utility Billing Supervisor	\$63,406.42	\$74,615.03	\$88,215.61	\$30.48	\$35.87	\$42.41
Utility Maintenance Water	\$37,627.20	\$47,028.80	\$56,430.40	\$18.09	\$22.61	\$27.13

Utility Maintenance Water II	\$44,955.40	\$54,707.89	\$62,913.91	\$21.61	\$26.30	\$30.25
Water Team Lead	\$47,805.49	\$57,437.37	\$66,210.09	\$22.98	\$27.61	\$31.83
WW Team Lead	\$47,477.33	\$56,070.35	\$63,096.05	\$22.83	\$26.96	\$30.33

CHAPTER IV - ATTENDANCE AND PAY REQUIREMENTS

Sec.4.0 – Workweek

Because of the nature of our business, your work week schedule may vary depending on your job. Normal business hours are set by the City Manager and/or Department Director and may vary between Departments or positions. A typical schedule would be Monday through Friday with one (1) hour of unpaid time off each day for lunch. A morning and afternoon break will be available to employees for duration of fifteen (15) minutes for each period. The standard workweek is forty (40) hours for all employees, excluding the police and fire departments.

Sec. 4.1. – Absenteeism and Tardiness

The City expects all employees to assume diligent responsibility for their attendance and promptness. If you are unable to work because of illness; you must notify your supervisor at least thirty (30) minutes prior to the start of your shift on each day of your absence. Failure to properly notify the City results in an unexcused absence.

Sec. 4.1. – Guidelines

- When you have advanced knowledge of an impending absence, you must request permission to be absent at least three (3) days in advance of the scheduled absence, or as soon as you become aware. The request should be submitted and approved by your supervisor. Some departments may have additional requirements because of scheduling and shifts.
- Should you have a personal or family emergency or illness and are unable to provide advanced notice of your absence, you must notify your Supervisor as soon as permitted by the emergency circumstance.
- If you expect to be late for the start of your shift, you must call your supervisor and inform them of your delay.
- Only under emergency situations may a family member contact your supervisor to notify them of your absence.
- If you are absent from your job due to an illness, a doctor's note may be requested upon your return. The doctor's note should provide the date of your illness or injury when you were seen or under the physician's care and release that allows you to return to work with or without limitations.
- In addition, an employee who the City suspects is abusing this policy (e.g. habitually tardy, unacceptable absenteeism, etc.) may be required to submit a physician statement or to be examined by a City designated physician.

Sec. 4.1.2 Failure to Notify of Absence

An employee who fails to properly notify the appropriate personnel in advance of an absence or tardiness may be subject to disciplinary action.

Sec. 4.1.3 – Abandonment of Position

An absence of two (2) consecutive workdays without notices the employee shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the second day of absence.

Sec. 4.2. – City Events

The City hosts several special events each year. All Director level employees will be required to attend the City events unless excused by the City Manager or Assistant City Manager.

Sec 4.3 – Inclement Weather

Except for extraordinary circumstances, City offices DO NOT CLOSE. All City employees whether exempt or nonexempt are expected to make a sincere effort to report to work during inclement weather conditions or other emergency situations.

If an employee determines the weather conditions constitute a danger to life and/or property; the employee must notify the immediate supervisor and/or Department Director and decide to report to work if weather conditions improve. Any leave taken due to inclement weather can be flexed or charged to vacation. Regular full-time and part-time non-exempt employees who are unable to flex their time and who have no accrued vacation time available will not be paid for the time missed. Should the City Manager decide to close early, all employees who report to work will be paid for a full day.

The Department Director/immediate supervisor is responsible for seeing that City services are staffed while City offices are open for business during inclement weather or emergency conditions. Any service that cannot be provided during inclement weather or other emergency conditions must be immediately reported to the City Manager's Office.

When weather or other conditions are such that the City Manager declares City offices/departments officially closed, all affected personnel i.e. those non-essential employees who are scheduled to work during the time of closure, will be granted administrative leave for the time the office/department is closed.

Sec. 4.4 – Overtime

Employees may from time to time be required to work more hours than their official hours, when determined necessary by management. Employees are expected to respond to a reasonable

request to work extra hours and may be subject to disciplinary action for failure to stay or report for such hours.

Regular, part-time trial and temporary nonexempt employees will receive overtime compensation. Exempt employees are not eligible for overtime pay.

The City is responsible for determining the exempt/nonexempt status of positions pursuant to guidelines established by the Federal Fair Labor Standards Act (FLSA).

For all employees excluding the police and fire departments overtime will be paid to nonexempt employees at one and one-half (1 ½) times the regular rate for hours worked over forty (40) hours in the work week. Hours worked are defined as hours worked, as well as emergency leave and holiday hours. Vacation, sick, military, jury duty and personal leave are not considered to be “hours physically worked” for the purpose of calculating overtime.

For Police Department Nonexempt employees, overtime shall be paid at one and one-half (1 ½) times the regular rate for hours worked as well as emergency leave hours more than eight-four (84) hours in a fourteen (14) day pay period.

For the Fire department nonexempt employees, overtime is more than one hundred and six (106) hours per fourteen (14) day pay period and shall be paid at one and one-half (1 ½) times the regular rate for hours worked as well as emergency leave, holiday, military and jury duty. Vacation and sick time and personal time are not considered to be “hours physically worked” for the purpose of calculating overtime. The exception will be if an employee has received overtime work due to backfilling a position during a TIFMAS deployment. Then sick and vacation will be considered as “worked hours” due to the deployment.

Sec. 4.5 – Compensatory Flex Time

Compensatory (comp)time is available only to FLSA exempt employees. Due to their exempt status, and exempt employee may work any number of hours in a single workweek or pay period and not receive overtime pay. Comp time is earned on an hour for hour basis for all hours worked more than eighty (80) hours in a single pay period. Comp time may be used when approved by the Department Director or City Manager and should be used within two weeks of accrual of comp time.

Sec 4.5.1 – Flex Time

Flextime is a tool used to allow employees to work hours that are not within the standard work schedule. There are times when a department’s operational needs require employees to either come in earlier than their normal reporting time, or to stay later than their normal end of shift time.

The adjustment of an employee’s work schedule must be approved in advance by the immediate supervisor prior to the employee working the adjusted schedule. It is the responsibility of the

immediate supervisor to verify and ensure the performance of employees who are granted flextime.

Good relationships amount everyone involved are important for a successful flex-time policy. Trust is a big factor, supervisors must feel confident that the employees will not abuse the benefits that are inherent in a flex-time schedule. Flextime is a privilege, not a right and if abused can be taken away at the discretion of the supervisor.

Examples of Flex-time schedules:

- Adjusted leave or start time – an employee may be allowed to report later or leave earlier.
- Adjusted lunch period – An employee's length of their lunch period may be adjusted while still working a full day.
- Compressed workweek – An employee may, for example, be allowed to work four nine (9) hour days and one four (4) hour day.

Sec. 4.6 – Holiday Worked.

Non-Police Department employees working on a schedule City holiday shall be paid for hours worked at one and one half (1 ½) rate, in addition to receiving holiday pay for eight (8) hours if a full-time employee or six (6) hours if a part-time-30 employee at their regular rate of pay. To receive holiday, pay an employee shall have worked his or her last scheduled day before and the day after the holiday unless excused by the appropriate Department Director. Holiday pay is only available to full-time and part-time-30 employees.

Sec. 4.7. – Callback Pay

Callback pay is provided to certain employees who are required to be available to respond to emergencies. Your rate of pay will be consistent with normal overtime policies.

It is the responsibility of the employee to check with his/her supervisor prior to working on such occasions to make certain that overtime is authorized. Employees will only be paid overtime in an emergency if his/her services are utilized on the emergency.

Sec. 4.8. – Call Duty Pay

Water, Wastewater Nonexempt Employees

When an employee is assigned call duty for a two-week time period he/she will be paid \$80.00 per week on call premium per week. When an employee is assigned to be on-call, he/she must be able to report to work within 45 minutes of receiving the call.

The individual taking call duty during all City observed Holidays will receive \$120.00 on call premium for the week that the holiday falls.

Employees who are called to respond to a call or to perform routine checks on a non-scheduled workday will be paid a minimum of two (2) hours for each time he/she is called in. Employees who are assigned to on-call duty must use a City of Justin vehicle for their on-call duty.

An employee who is called in to work by his or her supervisor/manager will be paid a minimum of two (2) hours worked. Employees who are called in to work by his or her supervisor must use a City of Justin Vehicle for the work needed.

Sec. 4.9 – City Property and Equipment

Each employee is responsible for the proper use and maintenance of equipment, tools vehicles or motorized equipment and other City property assigned to the employee for use in City operations. Employee negligence, which leads to lost or damaged equipment, will result in the employee reimbursing the City for the cost of said equipment. The cost will be withheld from the employee's paycheck..

Use of City equipment, tools, vehicles, motorized equipment, or supplies for private or political purposes is strictly prohibited.

City computers, electronic equipment and software are to be used for City business. No software other than software approved by the City or an employee's Department Director may be installed, kept, or used on a City computer or other electronic hardware. This limitation on software is to avoid software that may interfere with the operation of the City's computer systems and other electronic hardware or may contain computer viruses that could cause operational problems or the loss of City data. Access to the internet, e-mail and messaging and voice mail and other electronic hardware is for City business only.

City property, including but not limited to facilities, desks, files, vehicles, motorized equipment, telephones and computers is subject to City inspection and removal of illegal or unauthorized items. There is no expectation of privacy. City issued phones and computers are prohibited for the use of social media apps per SB 1893.

Sec 4.10 – Valid Driver's License

Operators of vehicles and motorized equipment used in City business are required to have a valid State of Texas driver's license necessary for legal operations of that vehicle or equipment and to notify their Department Director of any changes of status or suspensions in licenses. Failure to maintain a safe driving record may be grounds for disciplinary action including termination.

As well as any employee that uses their personal vehicles for City business shall abide by the same requirements.

Suspension, revocation, or lapse in the validity of the required driver's license of an employee who operates vehicles or motorized equipment in the conduct of City business may result in termination or re-assignment of the employee.

Sec. 4.11 – Accident Reporting

Any accident on City property, at a City worksite, or involving a City vehicle or motorized equipment must be reported immediately to the employee's supervisor, and when warranted the Police Department.

Any employee observing or involved in a motor vehicle accident must immediately notify the Police Department.

An employee witnessing or involved in an accident must stay on the accident scene (unless medical treatment is needed) until released by law enforcement.

Sec. 4.12 – City Owned Vehicle and Equipment Use

The purpose of this policy is to define and describe the usage parameters related to the operation of City of Justin vehicles and motor-driven equipment by City employees.

- Ensure the safety and well-being of City employees.
- Facilitate the efficient and effect usage of City vehicle and motor-driven equipment use.
- Minimize liability to the City and set standardized disciplinary procedures.
- Establish standard requirements and procedures for all City of Justin employees who drive a City-owned vehicle or motor driven equipment in the course of City business.

City-owned vehicles and equipment must meet certain standards and follow the requirements outlined in this policy. Some departments have additional vehicle use policies, and in the case of conflict the most restrictive provision shall apply unless specifically stated herein.

Supervisors and Department Directors are responsible for implementing and enforcing this policy. All employees who operate City vehicles and equipment shall be briefed by their immediate supervisor on this policy and shall be informed that violation of this policy can result in suspension, demotion, and termination.

Sec. 4.13 – Definitions

The items defined within this section of this policy shall apply only to this section of this policy:

- “City owned Vehicle or Piece of Equipment – a vehicle or piece of equipment owned or leased by the City of Justin.
- “De Minimis” – Latin for “ of minimum importance” essentially refers to something that is so little, small, miniscule, or tiny that the law does not refer to it and will not consider it.

- “Driver” – Operator of a motor vehicle, motor driven equipment or equipment attached to a vehicle or motor driven equipment.
- “Chargeable” – the employee violated a State traffic law; violated an established department safety policy or practice or both. The employee was a fault or contributed to the cause of the accident.
- “Employee” – means a person including an officer or firefighter who is paid by the City of Justin, but does not include an independent contractor, an agent or employee of an independent contractor or a person who performs tasks the details which the City of Justin does not have the legal right to control.
- "Take home vehicle" – a City-owned or leased vehicle which may be stored at an assigned employee's residence who resides in the City of Justin or has received approval from their Department Director if the employee resides outside of the City limits.
- “Scope of employment” – means the performance for the City of Justin of the duties of an employee's office or employment and includes being in or about performance of a task lawfully assigned to an employee by their supervisor or Department Director.
- “Vehicle accident” – includes all accidents or incidents involving personal injury or property damage to or caused by a City vehicle, motor driven equipment or equipment attached to a vehicle or motor driven equipment.

Sec. 4.14 – Utilization of Vehicles and Equipment

City owned vehicles and motor driven equipment shall not be used for personal reasons or personal business. This prohibits the hauling of personal property from one place to another, personal shopping trips and non-business-related transportation of family members.

City-owned vehicles should not be driven on toll roads, with the exception of the Police and Fire Departments as needed. All other employees shall be responsible for reimbursement to the City of any accrued toll charges.

Should a City employee receive any type of moving violation while operating a City owned vehicle, the City employee will be responsible for any and all expense of the moving violation and must report the moving violation to their supervisor within 24 hours of the moving violation occurring.

Only City employees, the City Manager and City Council members are authorized to travel in a City vehicle and equipment unless authorized by supervisors or Department Director.

Sec. 4.15 – Take Home Vehicles

In accordance with IRS requirements, personal use of vehicles is not allowed other than commuting to and from work and de minimis personal use. The IRS regulations consider using City Vehicles for commuting as income. This will be accounted for to the IRS as required on employees' W2. The supervisor or Department Director will provide a listing of employees

(excluding Police and Fire Department vehicles) who have been authorized to take a City vehicle home with the number of days that the City vehicle has been taken home to Human Resources so that those employees driving a City vehicle home will have the correct income added to their pay-check period.

Calculation: Usage will be recorded in the payroll system by multiplying the daily dollar amount of \$3.00 times the number of days driven home. Example \$3.00/day X 10 days = \$30.00 entered in the employee record.

Department Directors and/or supervisors are responsible for ensuring that employees properly log on for the correct days when vehicles were taken home.

Vehicles assignments shall be evaluated based on department provided services, special/critical need, special skills emergency status, and frequency of recall after hours. The Department Director will consider the following criteria in approving an employee to be permitted to take a City vehicle home after normal work hours:

- The employee is the primary operator of the vehicle.
- The employee meets the City of Justin's driving requirements.
- The employee has not had his or her driving privileges revoked or suspended within the last five (5) years.
- The vehicle is to be used to respond to emergencies or as part of on-call responsibilities.
- The vehicle is used to contribute to the efficiency and/or effectiveness of City operations.

For circumstances outside of the criteria noted above, we will require the approval of the City Manager.

Take home authorization may be revoked by:

- The employee uses the vehicle for personal reasons.
- The employee violates any federal or state law.
- The employee allows any non-employee or City official to travel in the vehicle or motor-driven equipment without authority.
- The employee fails to comply with the provisions of this policy.
- The employee has a change in job assignment, duties, or responsibilities such as that a take home vehicle is no longer justified or
- When it is in the best interest of the City of Justin.

Employees operating take-home City owned or leased vehicles who submit leave notices for three (3) or more consecutive workdays must make arrangements with their supervisor to leave the vehicle and keys for use by other City personnel during such period.

Sec. 4.16 – Eligibility for Operating a City Owned/Leased Vehicles and Equipment

No employee shall operate a City vehicle or a piece of equipment without first being trained, instructed, licensed, or certified as may be applicable in its proper operation and use. An employee that knowingly operates a City vehicle or a piece of equipment without the proper license or does not notify their supervisor of their suspended or expired license, will be subject to disciplinary action up to and including termination.

To be eligible to operate a City-owned vehicle or piece of equipment, employees shall:

- Be a minimum of 18 years of age (employees 17 years of age may drive in accordance with guidelines from the Department of Labor).
- Maintain a valid Texas driver's license of the type that is required for the vehicle/equipment being operated.
- Have an acceptable driving record. An acceptable driving record shall mean that the employee or applicant has:
 - No more than three (3) moving violations within the preceding two years.
 - No more than two (2) moving violations within the preceding twelve (12) month period resulting in conviction. (evidence of traffic violations includes, but is not limited to convictions, "no contest please", dismissal for defensive driving purposes, receiving deferred adjudication and current charge)
 - Not have been convicted of driving while intoxicated within the preceding three (3) years.

By applying for, or continuing employment, in a position that may involve driving a City vehicle or operating City owned equipment, an employee thereby consents to checks of his/her driving record.

Employees who drive City owned vehicles on City business must notify their supervisor immediately of any change in driver's license status, including State suspension, revocation, or restriction. These violations may result in the immediate suspension of the employee's privilege to operate a City owned vehicle or equipment. Additionally, the employee may be subject to disciplinary action up to and including termination.

If an employee is charged with DWI/DUI, City driving privileges shall be immediately suspended pending the final disposition of the charge. If convicted, the employee may be subject to termination. Additionally, an employee who normally drives a City vehicle for business purposes, who has their driving privileges suspended, may not drive their personal vehicle to conduct City business, unless such personal use is approved by the employee's Department Director, and they obtain a State Occupational license, as necessary. A copy of the State

Occupational license will need to be given to both the employee's Department Director as well as Human Resources to be placed in the employee's personnel file.

Sec.4.17 – General Maintenance and Condition of Vehicles

Supervisors and Department Directors are responsible for the overall condition of the vehicles assigned to their department. Supervisors and Department Directors shall ensure that all vehicles are maintained in optimum running condition for maximum fuel economy and life span.

Vehicles will always be kept clean, inside and out.

Employees shall not:

- Smoke or utilize any tobacco products or electronic cigarettes inside City owned vehicles or motor driven equipment.
- Employees shall not possess, purchase or be under the influence of drugs or alcoholic beverages while operating City vehicles or motor driven equipment.
- Alter the body, design, appearance, or markings of the vehicle.
- Use fuel, oil or other substances not approved by the Equipment Division or
- Perform mechanical repairs unless authorized by the Equipment Division

Each day employees who operate City owned or leased vehicles or motor driven equipment shall ensure the vehicle or equipment is in a safe, clean and operable condition by checking the fuel, fluid levels, tires and overall condition of the vehicle. Employees shall immediately report deficiencies to their supervisor who will take appropriate action to allow a vehicle or piece of equipment to remain in service or remove it for repair. Under no circumstances shall a vehicle or piece of equipment be allowed to remain in service that a serious safety defect such as slick tires, leaking fuel lines, exhaust entering passenger compartment, or defective brakes.

Vehicles shall be kept sufficiently fueled for emergency responses. City personnel shall only keep authorized City equipment and authorized personal equipment in the assigned vehicle.

Sec. 4.18 – Vehicle and Equipment Accidents

If an employee is involved in an accident, in the course of performing their duties, while driving a City or personal vehicle, the individual will be required to follow the specific accident reporting procedure outline by the department. The following steps should be followed by all employees.

- Stop the vehicle at the scene of the accident without obstructing traffic more than necessary and stay at the scene of the accident.
- Activate warning/safety lights.
- Contact the Police Department or Sherriff's Department as applicable.
- Contact supervisor or Department Director

- Give a statement of facts of the sequence of events to the investigating officer.
- The drive of the City vehicle will be tested as soon as practicable but not later than 24 hours after the accident.

The employee's supervisor will investigate all accidents involving a City vehicle that is part of their departmental fleet. The supervisor and employee will complete and submit a City of Justin Incident Investigation Report within 48 hours of the accident to the City Secretary and Human Resources.

An employee that fails to report an accident or injury within eight (8) hours of the accident, or who falsifies any information pertaining to an accident, will be subject to disciplinary action up to and including termination.

Sec. 4.19 – Responsibilities of Vehicle and Equipment Operations

- Employees shall always operate City vehicles and equipment in a safe and courteous manner. Unsafe, negligent or reckless driving is prohibited. Drivers must obey all laws and regulations.
- When unattended, City vehicles shall be legally parked and properly locked.
- Employees who operate City vehicles or motor driven equipment shall keep vehicle doors and trunk always locked with the ignition turned off and keys in their possession upon every exit of vehicle or motor driven equipment. At no time should a vehicle be left unattended with engine running and/or keys in or on the vehicle. (Exception to this will be Police vehicles).
- Employees utilizing City owned or leased vehicles or motor driven equipment are strongly encouraged to find a safe and secure location and stop their vehicles using cellular phones and laptop computers.
- Employees must immediately report damage or vandalism to their supervisor.
- When stopped on any roadway or on the shoulder of a roadway, the driver of the City vehicle shall activate warning/safety lights except when lawfully parked at the curb or street side.
- Employees who use City owned or leased vehicles and motor driven equipment should be aware that the operation and appearance of such vehicles reflect the professionalism of the driver, their respective department and the City. Accordingly, personnel must be constantly aware of their actions and ensure that their behavior, appearance, and operation exhibit the highest level of professionalism and courtesy.

Sec. 4.20 – Disciplinary Action

Supervisors will use the following guidelines to decide regarding disciplinary action after a thorough review of all circumstances.

The following shall be grounds for disciplinary action. Such disciplinary action may include suspension or revocation of the use of an assigned vehicle, suspension or termination.

- Negligence, abuse or misuse on the part of an employee in the care or operation of City owned or leased vehicles or equipment.
- Failure to follow procedures and regulations, failure of an employee to follow the procedures and regulations governing the use of the individually assigned vehicle established herein.
- Traffic law violations of any traffic law pertain to the use and operation of a motor vehicle while operating a City vehicle.
- Criminal law violations, any violation of any criminal law in the use or operation of the assigned vehicle pursuant to any law of the State of Texas, City Ordinance or Federal Law.
- Operating vehicle while possessing/under the influence of drugs or alcohol or consuming alcoholic beverages or using drugs in a City vehicle (immediate termination).
- Excessive accidents, employees having a combination of two or more preventable or chargeable accidents within thirty-six (35) months.

The first preventable vehicle or equipment incident will result in a written reprimand. The supervisor or Department Director will create a corrective action notice, which will outline a corrective action plan to rectify the problem. The supervisor will inform the employee of possible consequences if the problem is not corrected.

The second preventable vehicle or equipment incident within three (3) years of the first preventable incident will result in suspension and three (3) month probation. The supervisor or Department Director will create a corrective action notice which will outline a corrective action plan to rectify the problem. The supervisor or Department Director will inform the employee of the possible consequences if the problem is not corrected.

The third preventable vehicle or equipment incident within three (3) years of the first preventable incident will result in immediate termination.

As an additional counter measure leading to reducing driver error and ticketed incidents, employees may be required to take a defensive driving or a municipal vehicle operations course offered through Texas Municipal League. Employees may also be required to complete additional operation training if it is identified as a contributing factor in the incident.

Employees who fail to report incidents in accordance with department policy may be disciplined up to and including termination.

Sec. 4.21 – City issued Cellular Phones

Where job needs demand immediate access to an employee, the City may issue a City owned cellular telephone to an employee for work-related communications. These phones are intended to be used for business purposes and incidental personal calls should be as brief as possible. It is recognized that employees will use City issued cellular phones for personal use. Abuse of City issued cellular phones can result in disciplinary actions up to and including termination.

Employees shall make no changes to City issued phones as it relates to passcodes and phone identification. Returned cell phones that have been altered that cause the phone to be inoperable upon separation of employment shall be responsibility of the employee.

Maintenance:- Each employee who is assigned to a City cell phone is responsible for good care and maintenance of the assigned device. Reasonable precautions should be made to prevent theft of or damage to the cell phone and related equipment.

Replacement: Any person who loses or causes a cellular phone to be disabled or non-repairable may request a replacement phone, if the event that caused the damage can be justified as work related. If an employee requires a replacement phone due to employee negligence, the employee will be required to pay for the replacement phone. Multiple replacements may lead to disciplinary action.

Sec. 4.22 – Return of City Property and Equipment

When an employee terminates or is terminated from City employment, any City property (tools, equipment, badge, keys, etc.) that has been issued to the employee must be returned before the employee leaves City property. Failure to return City property or equipment will result in the total amount being deducted from the employee's final check.

Sec. 4.23 – Telecommuting

The City of Justin considers telecommuting to be a viable, flexible work option that will help employees accomplish their work effectively without disruption to City services. Telecommuting may be appropriate for some employees and jobs but not for others, depending for example, on the essential functions of the position and the employee's experience with the City in the particular position. Telecommuting is not an entitlement, it is not a Citywide benefit, and it in no way changes the terms and conditions of employment with the City of Justin.

Purpose and Scope:

- The City considers the alternative of telecommuting which would allow employees the ability to work from home or a remote location when it is mutually beneficial to the City and the employee and when it complies with guidelines as set forth by the City. Eligible employees may telecommute up to a maximum of two (2) days per workweek.

- Telecommuting is not a widespread employee benefit, but an alternative method of meeting the needs of the City. Since telecommuting is a privilege, the City has the right to refuse to make telecommuting available to an employee and to terminate a telecommuting arrangement at any time.
- Department Directors will determine if an employee is eligible to be placed on a telecommuting assignment. Department Directors will be guided in their decision – making by their assessment of job duties that may be conducive to working remotely and operational needs assessments. All telecommuting assignments regardless of their basis must be approved by the Department Director. Because the City provides essential services to members of the community, there are position in the City that require the employee to be physically present in the workplace. Employees are not required to telecommute, and employees have the right to decline to telecommute if the option is made available to them. Employees who do choose to telecommute have the right to cease telecommuting and return to his/her former in-office work pattern at any time.
- The Department Director's request for an employee to telecommute for more than two (2) days will require the City Manager's approval.

Job Responsibilities and Regular Communication

- While telecommuting employees must perform the full range of their normal job duties. Employees and supervisors should maintain communication throughout the workday, through email, by phone, video chat or other means. Department Directors and supervisors will be expected to establish and communicate work expectations of employees working remotely, including setting work priorities, deadlines and reviewing work assignments.
- The duties, responsibilities and conditions of employment remain the same as if the employee were working at their regular work site. Job responsibilities, standards of performance and performance reviews remain the same as they would be if the employee were working at the regular City work site. The employee shall comply with all City policies and procedures while working at home or in an alternate location.
- Supervisors and Department Directors shall ensure that telecommuting employees meet expectations and successfully execute their job duties. Supervisors and Department Directors should ensure that productivity and service quality is maintained while employees are telecommuting.
- Departmental requirements take precedence over the schedule and telecommuting arrangements specified in the Telecommuting Agreement if there is a scheduling conflict. Supervisors and Department Directors will provide the employee with advance notice, if at all possible, when flextime schedules or telecommuting must be curtailed. Employees are required to report to the office when requested.

Work Schedules and Time Worked

- Telecommuting employees must coordinate with their supervisor the set hours that will be devoted to performing their work. Start and end times for telecommuting employees should be communicated in advance and should be consistent from day-to-day, as much as possible. As approved by the employee's supervisor or Department Director an employee's start time and end time may be permitted to be different from the employee's normal hours when working on-site.
- Employees who are not exempt from overtime requirements under the Fair Labor Standards Act (FLSA) will be required to accurately record all hours worked. Employees should coordinate with their supervisor and Department Director for any periods of time during the workday when they will not be working. Any overtime must be authorized in advance by the employee's supervisor and Department Director.
- Employees exempt from FLSA should record any full-day absences with paid leave on the bi-weekly timesheet in accordance with normal protocols.

Equipment and Tech Support

- Electronic equipment needed for employees to telecommute will be supplied by the City to the extent resources are available. In certain circumstances and/or if sufficient resources are not available, employees may be required to use their personal phones, computers, or other equipment. Equipment supplied by the employee if deemed appropriate by the organization, will be maintained by the employee. The City accepts no responsibility for damage or repairs to employee-owned equipment and reserves the right to make determinations as to appropriate equipment subject to change at any time. Equipment supplied by the City is to be used for business purposes only. The employee must sign inventory Telecommuting Assignment Form with an inventory of the City property authorized for telecommuting use and thereby agree to take appropriate action to protect the items from damage or theft. All City-owned equipment issued to an employee must be returned immediately at the conclusion of the telecommuting arrangement. Employees are responsible for both providing access to and ensuring the adequacy of internet bandwidth suitable for any work performed at an alternate work location.
- The City will provide employees with appropriate office supplies (pens, paper, etc.) as deemed necessary. Telecommuting employees will establish an appropriate work environment within the remote workspace including but not limited to desk, tabletop, or other location that provide optimal work productivity. Given the nature of this program, employees are not expected to purchase furniture or equipment to arrange a home workspace.

CHAPTER V - LEAVES AND ABSENCES

Sec.5.1 – Holidays

New Years' Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25

When a holiday falls on Saturday , the preceding Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday will be observed. When Christmas Eve and Christmas Day fall on Saturday or Sunday, respectively, the holidays will be observed on the Friday before and the Monday afterwards. If the holiday falls on a normal scheduled day off, there will not be an additional day off.

Sec. 5.2 – Vacation Leave

Vacation leave is paid time off from the job. Employees are eligible for vacation pay as follows:

1-3 years 80 hours (10 days)

4-9 years 120 hours (15 days)

10+ years 160 hours (20 days)

Although a new regular employee will begin to accrue vacation leave on their first day of employment, no vacation leave may be taken during the first six (6) months of employment, unless approved by the City Manager. Vacation time must be earned before it is used.

Temporary and/or seasonal employees are not eligible for vacation time.

Part-time-30 employees shall accrue vacation leave according to the proportional hours worked per week.

Fire Department Employees working 24-hour shifts shall accrue vacation leave at a rate of (15) hours per month and a total of 132 hours of holiday time per calendar year to use at any time. Holiday time will not accrue. Should a Fire Department employee leave employment during the year after taking Holiday time, any over payment of holiday time will be paid back to the City from the employee's final check.

Police Department Uniformed Officers will accrue a total of 156 Holiday time per calendar year to use at any time. Holiday time will not accrue. Should a Police Department employee leave employment during the year after taking Holiday time, any over payment of holiday time will be paid back to the City from the employee's final check. Police Department Uniformed Officers will be allowed to carry over 12 hours of Holiday time on January 1st of each year.

Employees whose employment time exceeds six months may take vacation time as it is accrued pursuant to the following requirement:

- Vacation leave must be approved by the Department Director to allow for coordination and continuation of City business.
- Vacation leave may not be taken in blocks of more than eighty (80) hours without prior approval of the City Manager.

Employees will be allowed to carry forward four hundred and eighty (480) hours of unused vacation hours into the next fiscal year. Any unused accrued vacation more than the allowable hours not taken by September 30th deadline will be considered a forfeiture of accrued leave.

Sec 5.3 – Scheduling of Vacation

Vacation requests are required to be submitted fourteen (14) days in advance or as approved by the employee's supervisor and Department Director. The City will attempt to grant the scheduling requests of the employee as near as the needs and requirements of the City will permit, giving due consideration to each employee's request in the event of a request for the same vacation time by two or more employees.

Sec. 5.4 – Sick Leave

The intent of sick leave is to prevent a loss of income to a regular employee who is absent due to an illness which is not a job-related illness and for medical appointment, illness, or injury.

Regular employees accrue sick leave at the rate of 3.08 hours per pay period for a total of eighty (80) hours per year. Part-time-30 regular employees earn sick leave in proportion to the number of hours worked. Fire Department employees working 24-hour shifts shall accrue sick leave at a rate of twelve (12) hours per month.

Sick leave may be used for illness or injury, eye or dental care or medical treatment or examination. A limited amount of sick leave may also be used when serious illness or injury in the employee's immediate family, including foster children, requires it provided the Department Director approves.

Sick leave may not be used in advance of being earned. Sick leave may be accrued up to four hundred and eighty hours (480) maximum leave. Upon separation, all sick leave shall be cancelled, except an employee hired prior to October 1, 2018, who retires with twenty (20) years of service shall be paid a lump sum of up to two hundred (200) hours of accrued sick leave.

Official holidays and regular days off shall not count against sick leave.

An employee who has been absent because of illness or injury may be required to furnish a physician's release prior to return-to-work status. The City Manager may require satisfactory proof of illness or the need to attend to a family member and disallow any sick leave in the absence of a physician's statement. Employees who willfully use sick leaves for purposes other than those which are intended in this policy, shall be subject to disciplinary action including possibly being dismissed from service.

Employees who become ill during the period of their vacation may request that their vacation be temporarily terminated, and their time charge to sick leave. A physician's statement will normally be required in such instances.

When an employee's accumulated sick leave has been exhausted, unused vacation time or personal day hours may be used as sick leave upon request of the employee and approved by the Department Director. When the absence exceeds the amount of paid leave earned and authorized, the employee will be placed on leave of absence without pay until he or she returns to work.

Sick leave will not be advanced, nor will sick leave accrue during leaves of absences without pay.

Sec. 5.5 – Personal Days

After six (6) months of continuous service each full-time employee shall be entitled to two (2) personal days off for each twelve (12) months worked. Personal days will accrue as follows, one (1) day on January 1 and one (1) day on July 1. Personal days cannot be carried past the end of the subsequent six (6) month accrual period.

Should an employee be in his/her probationary period at the time of accrual of the Personal Day, then the Personal Day will become available to them once they have completed their probationary period.

Sec. 5.6 – Emergency Leave

All full-time and part-time-30 employees may be granted emergency leave with pay in case of hospitalization, serious illness in the immediate family, (spouse, child, mother, father, mother-in-law, father-in-law, employee's grandparents, brother, or sister, grandchildren) or any emergency under extenuating circumstances that demand immediate action as follows:

- Up to three (3) days but not to exceed twenty-four(24) hours in a payroll calendar year.
- Emergency leave shall not be authorized until approved by the City Manager.
- Emergency leave will not be charged against sick leave or vacation leave until after the three (3) days of emergency leave are exhausted.

Fire Department emergency leave will have up to three (3) days not to exceed seventy-two (72) hours in a payroll calendar year.

Uniformed Police Officer emergency leave will have up to three (3) days not to exceed thirty-six (36) hours.

Full-time employee working four (4) ten-hour days will up to three (3) days not to exceed thirty (30) hours.

Sec. 5.7 – Bereavement Leave

It is the policy of the City of Justin to provide paid leave to regular full-time employees in cases of death of family members, which may be referred to as “bereavement leave” to allow time for the employee to attend to the needs of the situation. Uses of this leave may include making funeral arrangements and attending funeral services, including travel time.

While there is no accrual of bereavement leave, each regular full-time employee will be eligible for up to three (3) paid working days of bereavement leave per occurrence of the death of an immediate family member.

Up to five (5) paid working days of bereavement leave may be provided per occurrence for the death of a spouse, or child, or parent or a domestic partner(defined as an unrelated and unmarried person who shares common living quarters with an employee and lives in a committed, intimate relationship that is not legally defined as marriage).

For the purpose of this bereavement policy, immediate family is defined as current spouse, current domestic partner, child stepchild, mother, father, mother-in-law, father-in-law, employee's grandparents, brother or sister, brother-in-law, sister-in-law, and grandchildren.

Employee who wishes to take bereavement leave must notify their supervisor immediately. Employees may take additional time off as vacation, compensatory time or if no vacation or compensatory time is available, as authorized leave without pay upon approval of the Department Director.

Bereavement leave hours will not be considered “hours worked” for the purposes of overtime and will be paid at the employee’s straight time rate.

Employees who wish to attend funerals for other than immediate family must use vacation leave.

Sec. 5.8 – Maternity Disability Leave

Maternity leave is leave granted to an employee for the period of disability related to pregnancy and childbirth. The time taken as maternity leave is considered an off-the-job disability until the employee’s physician releases her for work.

Maternity leave may be charged to the employee’s accrued sick leave, vacation, personal day, or compensatory leave. The City will continue its contribution towards the employee’s health care insurance if the employee remains in paid status. Should the employee go on a leave of absence without pay, the employee would be responsible for both the City and employee’s portion of health insurance premiums, except if the employee is on Family & Medical Leave under the Family & Medical Leave Act (FMLA).

Breastfeeding break policy – For one year after the birth of a child, employees who are nursing are entitled to breaks of reasonable duration each time the employee has a need to express milk. If the employee expresses milk during a standard 15-minute rest break, she will be paid for the time. If the employee is taking an additional break for the purpose of expressing milk, the time will be unpaid. The City will provide a location free from intrusion from coworkers or members of the public which may be used for this purpose. Employees will not be retaliated against for exercising their rights under this policy.

Sec. 5.9 – Jury Duty

A regular employee required to report for jury duty during the employee’s scheduled workday is granted leave with pay. The employee receives full pay from the City for the time served on the jury up to a maximum of two (2) weeks and/or until released, whichever is less, provided the employee remits to the City all fees for jury duty as soon as the duty fees are received.

Compensation received for mileage when the employee uses his/her own vehicle will not be considered as fees and may be retained by the employee. If an employee exceeds the two-week period of paid jury duty leave, he/she may use accrued vacation or personal day hours during any additional jury leave. If a regular employee is serving jury duty when he/she is not scheduled for work or is using vacation or personal leave, or has exceeded the two-week period of paid leave, the employee may retain all fees, mileage, and subsequent allowances.

Before a regular employee can be granted leave with pay for jury duty, the employee must give their immediate supervisor a copy of the summons to serve on a jury. In addition, the employee must present documents from the court clerk showing evidence of jury duty pay and time served.

Sec. 5.10 – Voting Leave

All employees who are entitled to vote in national, state, county, or municipal elections shall, when necessary, be allowed sufficient time off with pay, not to exceed one (1) hour to vote.

Sec. 5.11 – Military Leave

Leaves of absence without pay for military or reserve duty are granted to full-time and part-time regular employees. If you are called to active military duty or to reserve or National Guard training, you are required to notify and submit copies of your Order to Duty to your Department Director/Human Resources in advance of your absence. You will be granted a military leave of absence without pay for the period of military service, in accordance with applicable federal and state laws.

Sec. 5.12 – Military Leave (Short Term)

An employee who is a member of the state military department or a reserve component of the armed forces will be granted up to fifteen (15) days of paid leave per federal fiscal year for days on which the employee is engaged in authorized training or duty ordered to authorize by proper authority, subject to the following conditions:

- All requests for leave must be accompanied by a copy of the order, directive, notice, or other document requiring absence from scheduled work.
- Leave pay will not be granted for hours before or after the regularly scheduled working hours or for overtime hours scheduled.
- Travel time included in the offers and paid for or reimbursed by the service may be counted as military leave.
- Time required over and above the maximum allowed must be taken as vacation leave, zero time or leave of absence.
- Leave calculation for Police will be paid military leave at twelve (12) hour work shift. Constitutes one workday.
- Leave calculation for Fire will be paid military leave at twenty-four (24) or forty-eight (48) work shift constitutes one workday.

Your eligibility for reinstatement after your military duty or training is completed is determined in accordance with applicable federal and state laws.

Sec. 5.03 – Administrative Leave

The appropriate Department Director and City Manager may grant an employee administrative absence with pay to attend a professional conference; convention, training activity, legislative proceedings, civic functions, or meetings related to the City.

All employees in the City service will be entitled to necessary time off with pay for the purposes of taking qualifying or promotional examinations for other City of Justin positions. This will also include hiring interviews for other Justin City positions. The amount of time allowed for this activity shall be limited as prescribed by the appropriate Department Director.

Paid administrative leave for other purposes may be approved from time to time by the City Manager.

Sec. 5.14 – Authorized Leave of Absence Without Pay

A leave of absence is not a right, but a privilege. Leaves of absence, other than those that qualify as family or medical leave may be granted without pay in cases of emergency and when a leave of absence would not be contrary to the best interests of the City. A leave of absence is granted only upon written request by an employee who presents the reason for the leave. Approval will be made in writing according to the following provisions.

- A request for a leave of absence without pay for one (1) week or less may be granted by the Department Director, depending on the merit of the individual case.
- A leave of absence, without pay, longer than one week, requires that accrued vacation leave be used first.
- A leave of absence may not exceed twelve months (12) consecutive months.
- Failure to return at the end of the agreed-upon length of leave may be considered abandonment of one's position and ground for termination.

Except when the Leave Without Pay (LWOP) is associated with an FMLA eligible period the City portion of health care and other insurance benefit premiums shall only be paid for those hours that the employee was in paid status during the pay period. All remaining portions of the premiums shall be the employee's responsibility and must be paid to the City within thirty (30) days of the end of the pay period in which LWOP hours were accumulated.

Employees must be in paid status on both the workday before and the workday after a legal holiday to be eligible to receive holiday pay. Employees who are on an extended period of leave without pay may not return to duty solely to be paid for a holiday.

Sec. 5.15 – Absence without Leave

When an employee is going to be late or absent from work, he or she is expected to notify their supervisor thirty (30) minutes prior to the start of a shift on each day of absence or as soon as possible. If the supervisor is not notified, the employee will be considered "absent without leave" (AWOL) and will not be paid for the time involved. Being AWOL can also result in dismissal or other disciplinary action. An employee absent for three (3) consecutive days without notice shall be considered to have resigned as of the last day of active employment.

Sec.5.16 – Family Medical Leave of Absence

In accordance with the Family Medical Leave Act (referred to as FMLA), the City grants job-protected, unpaid family and medical leave to eligible employees for up to twelve (12) weeks to eligible employees in accordance with the Family Medical Leave Act of 1993 and any subsequent amendments. In situations regarding qualifying requirements (needs) of a person related to Active Military Duty, an employee may be granted up to twenty-six (26) weeks of family medical leave during any twelve (12) month rolling period. The leave may be paid, unpaid, or a combination of paid and unpaid, or a combination of paid and unpaid, depending on the circumstances and as specified in this Section.

Coverage and Eligibility

To be eligible for family medical leave an employee must have worked for the City for at least twelve (12) months (does not have to be consecutive) and have worked at least 1250 hours over the previous twelve (12) month period.

An Eligible employee is entitled to twelve (12) unpaid workweeks of leave during any twelve (12) month period for the following purposes or up to twenty-six (26) unpaid workweeks of leave during any twelve (12) month period for military caregiver circumstances.

- To care for a child following birth or placement for adoption or foster care of the child (only within twelve (12) months of birth or placement).
- To care for a spouse, child (including stepchild) or parent with a serious health condition.
- The employee's own serious health condition makes the employee unable to perform the essential functions of their job.
- Qualification as the spouse, son, daughter, parent or nearest blood relative of a wounded military service member who suffered an injury or illness while on active duty that rendered the service member unable to perform the duties of their military grade (this leave may be for up to twenty-six (26) weeks during one twelve (12) month period and husband or wife can use no more than twenty-six (26) weeks combined).
- Qualifications as the spouse, son, daughter or parent of a person eligible for qualifying exigency military leave. A qualifying exigency under military family leave is non-medical activity that is directly related to the covered military member's active duty or call to active-duty status. Exigency leave applies only under a federal call or order to active duty (not a state call to active duty unless by order of the President of the United States). Such active duty or call/order to active duty is only made to members of the National Guard or Reserve components or a retired member of the Regular Armed Forces or Reserve. An employee may not take exigency leave if the service member is a member of the Regular Armed Forces. For an activity to qualify as an exigency, it must fall within one(of seven (7) categories of activities or be mutually agreed to by the

employer and employee. The seven (7) categories of qualifying exigencies are as follows:

- Short-notice deployment (leave permitted up to seven (7) days if the military member received seven (7) or fewer days' notice of call to active duty.
- Attending certain military events and related activities
- Arranging for alternative childcare
- Addressing certain financial and legal arrangements
- Attending counseling by non-medical counselor (such as a member of the clergy)
- Rest and recuperation (leave permitted up to five (5) days when military member is on a temporary rest and recuperation leave)
- Attending post-deployment military activities.

Intermittent or Reduced Leave

“Intermittent/Reduce Schedule Leave” means taking leave in blocks of time or by reducing the employee’s weekly or daily work schedule. An employee may take intermittent leave in increments as low as thirty (30) minutes.

Definitions:

12-Month Period – means a rolling twelve (12) month period measured backward from the date leave is taken. The twelve (12) month period during which an employee may use a maximum of twelve (12) workweeks of this type of leave (or a maximum of twenty-six (26) workweeks for military FMLA) is measured forward from the date on which the employee first Family and Medical Leave Act (FMLA) leave begins.

Serious Health Condition – means an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with in-patient (i.e. an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity of subsequent treatment in connection with such in-patient care or continuing treatment by a health care provider, which includes any period of incapacity (i.e. inability to work, attend school or perform other regular activities)

Child – A biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is standing in place of a parent, who is either under age 18 or age 18 or older and require active assistance or supervision to provide daily self-care. A biological or legal relationship is not necessary.

Parent – A biological parent or an individual who stand or stood in the place of a parent to an employee when the employee was a child. This term does not include parents-in-law.

Spouse – means a husband or wife as defined or recognized under State Law or a State where the marriage was entered, including common law or same sex marriage.

Family Member – is defined only to include parent, spouse son and daughter.

Health Care Provider – who may provide certification of a serious health condition is any licensed or authorized health care provider within the scope of their practices under state law.

Covered Active Duty – means (1) in the case of a member of a regular component of the Armed Forces duty during the deployment with the Armed Forces to a foreign country and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment with the Armed Forces to a foreign country where they may become involved in military actions, operations or hostilities against an enemy of the United States or against an opposing military force.

Covered Service Member – means (a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment recuperation or therapy, for a serious injury or illness; or (b) a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy

Chronic Serious Health Condition – Is one that (1) requires visits for treatment by a health care provider or nurse under the supervision of the health care provider at least twice a year (2) continues over an extended period (3) may cause episodic rather than continuing period of incapacity.

Periodic Contact with Supervisor – while on FMLA of more than one pay period, employees are required to report weekly to their supervisor regarding the status of their leave and their intent to return to work. Contact with the supervisor should be made within normal business hours unless standard operating procedures are published otherwise.

FMLA Certification Requirements – an employee must submit a completed and sufficient medical certification within fifteen (15) days (or longer if the employee has made diligent good faith efforts to obtain it without success). If the employee submits certification in a timely manner, but the documentation is not complete or sufficient, the City will provide the employee with a list of what information is still needed and will allow the employee seven (7) calendar days to cure the deficiencies. If the employee does not submit the medical certification or correct the deficiencies within the above-mentioned timeframes, then the leave could be denied.

Employee Status and Benefits During Leave

City would require the employee to reimburse the City the amount it paid for the employee's portion of the health insurance premium, if the employee used any unpaid leave.

Working During FMLA Leave

An employee who is on FMLA should not be asked or expected to perform any kind of work other than minor tasks (i.e. providing a password).

Sec. 5.17 – Reinstatement Rights

Eligible employees are entitled on return from FMLA to be reinstated to their former position or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Exceptions to this provision may apply if business circumstances have changed (i.e. if the employee's position is no longer available due to a job elimination). In addition, employees on leave extension are not granted reinstatement.

Sec 5.18 – Paid Quarantine Leave Policy (Police and Fire Departments)

Pursuant to Texas Local Government Code Section 180.009 the City of Justin hereby adopts this paid quarantine leave policy for firefighters, peace officers, and emergency medical technicians who are employed by, appointed by, or elected to the City and ordered to quarantine or isolate due to possible exposure to a communicable disease while on duty.

(Ref TX Loc Gov't Code 18-008(b))

Definitions:

Emergency Medical Technician – means an individual who is employed by the City and certified as an emergency medical technician under Chapter 773, Health and Safety Code.

Fire Fighter – means a paid employee of the City's Fire Department who (a) holds a position that requires substantial knowledge of firefighting, (b) has met the requirements for certification by the Texas Commission on Fire Protection under Chapter 419, Government Code and (c) performs at least one of the following functions (i) fire suppression; (ii) fire prevention; (iii) fire training (iv) fire safety education (v) fire maintenance (vi) fire communications (vii) fire medical emergency technology; (viii) fire photography, (ix) fire administrations; or (v) fire arson investigation.

Health Authority – means a physician appointed by the City to administer state and local laws relating to public health within the City's jurisdiction.

Paid quarantine leave – means (1) all employment benefits and compensation including leave accrual, pension benefits and health benefit plans benefits provided by the City and (2) if applicable reimbursement for reasonable costs related to the quarantine, including lodging, medical and transportation costs.

Peace Officer – means police officer licensed by the Texas Commission of Law Enforcement and employed by the City.

Quarantine Leave

A city of Justin fire fighter, peace officer, or emergency medical technician who is ordered to quarantine or isolate by the person's supervisor or the City's health authority due to a possible or

known exposure to communicable disease while on duty is entitled to receive paid quarantine leave for the duration of the leave.

(Ref. Texas Local Gov't Code 190.008 ©.)

No Reduction in Compensation and Benefits

The City of Justin will not reduce a fire fighter's , peace officer's or emergency medical technician's sick leave balance, vacation leave balance, holiday leave balance or other paid leave balance in connection with paid quarantine leave taken in accordance with this policy.

Sec. 5.19 – Mental Health Leave (Police Department)

The purpose of this policy is to provide guidance in accordance with Chapter 614.0415 of the Texas Government Code regarding Mental Health Leave for sworn peace officers who experience a “traumatic event” in the scope of their employment.

Definitions:

“Traumatic Event” is an event which occurs in the peace officer(s) scope of employment when the officer(s) is involved in the response to, or investigation of, an event that causes the officer to experience unusually strong emotional reactions or feelings which have the potential to interfere with their ability to function during or after the incident. The events may include, but are not limited to the following:

- Major disasters which may include response to weather related events involving one or more casualties; or explosions with one or more casualties; or search and recovery missions involving one or more casualties
- Incidents involving one or more casualties which may include shootings, violence, or accident.
- Line of duty death or suicide of a department member.
- Officer involved shootings of a person.

“Mental Health Leave” is administrative leave with pay granted in response to a traumatic event that occurred in the scope of the peace officer's employment.

“Mental Health Professional” is a licensed social or mental health worker, counselor, psychotherapist, psychologist, or psychiatrist.

Sworn Peace offers” as defined under the Code of Criminal Procedure 2.12 and employed by the City of Justin Police Department.

Eligibility:

Sworn peace officer involved in a traumatic event causing a need for mental health leave are not required to wait for the usual waiting period to be eligible to request the use of leave.

Amount of Leave

A sworn peace officer may be allowed up to forty-eight (48) hours or six (6) days of paid mental health leave per event. This will not reduce the employees' sick leave, vacation leave, holiday, or other paid leave balances.

Request Process

The request shall be made in writing, by the employee or their supervisor through the chain of command, or ordered by a mental health professional, and submitted to the City of Justin Human Resources Department.

Priority

The request shall be treated as high priority matter and decision on granting the leave shall be made no later than twenty-four (24) hours following the submission of the request. Unless the chain of command can provide specific compelling reasons to deny granting the leave, the leave will be granted.

Confidentiality of Request

Any request for mental health leave shall be treated as strictly confidential by all parties involved and shall not be discussed or disclosed outside the sworn officer's chain of command and only as necessary to facilitate the leave. Any breach of this confidentiality shall be grounds for discipline.

Confidentiality may be waived by the sworn officer seeking mental health leave or in the event circumstances indicate the officer is a danger to themselves or others. The employee's office should coordinate with Human Resources to ensure this policy is implemented as applicable.

Sec. 5.20 – Pandemic Event Leave Policy

During the occurrence of a pandemic event, the City of Justin must balance a variety of objectives when determining how best to decrease the spread of the pandemic causative agent and reduce the impact on the workplace. This policy will become active when a pandemic event is declared either by the Federal, State or Local government.

The City of Justin will follow all necessary recommendations put forth by the CDC as well as, State and Local Health Departments for the declared pandemic causative agent.

Sec. 5.21 – Notice of Privacy Practices

This notice of Privacy Practices is provided as a requirement of the Health Insurance Portability and Accountability Act (HIPPA) . It describes how the city may use or disclose an employee's protected health information with whom that information may be shared, and the safeguards the city has in place to protect it. This notice also describes an employee's rights to access and

amend his/her protected health information. The employee has the right to approve or refuse the release of specific information outside of the city's system except when the release is required or authorized by law or regulation.

"Protected health information" is individually identifiable health information. This information includes demographics, for example age, address, email address and relates to the employees' past, present or future physical or mental health or condition and related health care services.

The City of Jutin is required by law to do the following.

- Make sure that an employee's protected health information is kept private.
- Give each employee this notice of the City's legal duties and privacy practices related to the use and disclosure of an employee's protected health information.
- Follow the terms of the notice currently in effect.
- Communicate any changes in the notice to each employee.

By law the city must disclose the employee's health information to that employee unless it has been determined by a competent medical authority that it would be harmful to the employee. The city must also disclose health information to the Secretary of the Department of Health and Human Services (DHHS) for investigations or determinations of city compliance with laws on the protection of the employee's health information.

The city may disclose protected health information during any judicial or administrative proceedings in response to a court order or administrative tribunal (if such a disclosure is expressly authorized) and in certain conditions in response to a subpoena, discovery request, or other lawful process.

The city may disclose the employee's protected health information to comply with worker's compensation laws and other similar legally established programs.

The employee may exercise the following rights by submitting a written request (depending on the request, the employee may also have rights under the Privacy Act of 1974):

- The employee may inspect and obtain a copy of his/her protected health information that is contained in a "designated record set" for as long as the city maintains the protected health information.
- The employee may request the city to provide him/her with an accounting of the disclosures the city has made of the employees' protected health information.
- The employee may obtain a paper copy of the notice.

This Notice of Privacy Practices is provided to each employee as a requirement of the Health Insurance Portability and Accountability (HIPPA) There are several other privacy laws that also apply, including the Freedom of Information Act, the Privacy Act and the Alcohol, Drug Abuse and Mental Health Administration Reorganization Act. These laws have not been superseded and

have been taken into consideration in developing city policies and this notice of how the city will use and disclose the employee's protected health information.

CHAPTER VI - EMPLOYEE CONDUCT

Sec. 6.1 – Standards of Conduct

Acknowledging that we are directly accountable to the citizens and taxpayers of the City of Justin, an employee's conduct, both on and off the job will be such as to reflect favorably upon this City, whether inside or outside the City's limits. Obeying all the laws of the United States, State of Texas, City of Justin, and any local government under whose jurisdiction that employee may be at my time. Conducting oneself publicly in conformance to community standards of good order and common decency. Recognizing that each citizen's opinion of the worth of this municipal government is a valid reflection upon our competency, an employee will respond courteously and promptly to any request or complaint received and if unable to satisfy or resolve a citizen's concern, the employee will immediately refer that citizen to the appropriate individual or municipal agency for resolution.

It shall be the duty of the City of Justin employees to maintain a high standard of cooperation, proficiency, and economy in their work for the City. Department Directors or supervisors should organize and direct the work of their departments to achieve these objectives. If work habits, attitude, production, and /or personal conduct of the employee becomes a problem the employee should be notified at the time they are observed, and appropriate action taken. Counseling and warning the employee in sufficient time for improvements should ordinarily precede formal disciplinary action, but nothing herein shall prevent immediate formal action as provided elsewhere in these policies whenever it is in the best interest of the city.

As City of Justin employees, all personnel are responsible for maintaining acceptable standards of conduct. Failure to maintain such standards will result in disciplinary action for misconduct. A list of the more common offenses is presented here as a statement of the City's commitment to enforce a standard which will put this organization above reproach in our dealings with the public and with each other. The list is also presented to ensure consistent and certain limits which define acceptable conduct for municipal personnel.

When any violation of this policy occurs, it will receive full and just consideration by supervisory and management personnel. The decision to take disciplinary action will include careful consideration, by the supervisor, Human Resources, and the City Manager of an employee's work record with the City of Justin, including length of service, performance record, position progress and other indicators of the employee's value. The following list of more common offenses does not limit management's right to discipline or discharge an employee for reasons other than those specified in the list.

Note: All active employees' discipline/counseling actions become a part of their official employee personnel file maintained in the Human Resources Department. After employment terminates with the City, the Texas Records Retention Schedules become effective.

Sec. 6.2 – Unacceptable Employee Conduct

- Unacceptable Attendance Record – Tardiness, absence without official leave (AWOL) failure to follow established leave procedures.
- Failure to Return to Work – No employee will fail to return to work immediately following a specified leave of absence, vacation, sick, emergency, or other authorized leave of absence.
- Fictitious Illness or Injury - Reports/Deception – Paid sick leave is one of the benefits for working for the City of Justin. Abusing this privilege by falsely reporting an illness or injury constitutes grounds for disciplinary action and possible termination. Abuse of illness, injury, emergency, or other benefits will not be tolerated.
- Breach of Safety Regulations – Particularly where imminent danger to persons or property is involved.
- Horseplay – No one in the City of Justin employment may engage in “horseplay” while at work or while on Municipal facilities property.
- Information Disclosure – Accidents/personal injuries involving City property/employees must be reported to delegated authorities.
- Breach of Security Regulation or Practice – Particularly where restricted information is compromised (e.g. contract bid information) or there is an unauthorized use of disclosure of official information.
- Offenses Related to Chemical Abuse – Unauthorized possession or use of alcoholic beverages on municipal premises or in duty status; reporting to or being on duty under the influence of alcohol; unauthorized use or possession of a drug or controlled substance on municipal premises or in a duty status; reporting to or being on duty under the influence of a drug or controlled substance.
- Making false, malicious, or unfounded charges, claims or statements against coworkers, supervisors' subordinates or municipal officials which tend to damage the reputation or undermine the authority of those concerned.
- Harassment – Disturbing or irritating persistently of any kind.
- Retaliation – Any form of retaliation against any employee for filing a bona fide complaint or the assisting in a complaint investigation.
- Breach of Public Confidence – Public opinion of the City of Justin's worth to its citizens is very fragile. All personnel will conscientiously project an image of competence, concern, and courtesy. To ensure continued awareness of this:
- Any Discourtesy to the public will be considered a disciplinary infraction of major concern.

- Stealing actual or attempted – unauthorized possession of municipal property or property of others.
- Using City Property or City Employees in duty status for other than official purposes.
- Misuse of City Time - While on duty, conducting personal business or telephone calls will be conducted made in accordance with departmental policy.
- Recording of time and/or benefits – Altercation of any timecards, sick time, or vacation hours that falsifies such records.
- Deliberate misrepresentation, falsification, exaggeration, or concealment or withholding of a material fact, or refusal to testify or cooperate in an official proceeding.
- Loss of or damage to municipal property, records, or information.
- Fighting – related acts-threats or attempts to do bodily harm, hitting, pushing or acts against another whether injury occurred.
- Delay or failure to perform instructions in a reasonable timeframe.
- Insubordinate defiance of authority, disregard of directive, refusal to comply with proper authority, insolence or like behavior. Employees will promptly execute all lawful orders of supervisors. Disobeying a supervisor legally issued order to mutinous, insolent, abusive language or conduct toward a supervisor, will be insubordination.
- Sleeping, loafing, or failure to attend to duties – City employees will remain awake and alert on the job. Employees will arrange adequate sleep, on their own time, prior to reporting for work.
- Negligent performance of duties – While on the job, employees are not to read unauthorized materials, watch television, play games, or otherwise engage in entertainment. Materials for entertainment are not permitted at work locations. Employees are restricted from engaging in any activity or personal business that draws their attention from their duties.
- Gambling – participating in or appearing to participate in an unauthorized gambling activity while on municipal premises or in duty status, operating assisting promoting, or appearing to promote such while on municipal premises.
- Participating in strike, work stoppage, slowdown, sick out or other job action interfering with the orderly conduct of work.
- Conviction of a crime – violating my municipal, state or federal law.
- Seeking Gifts or Gratuities – No individual will solicit, by request or exhibit of identification, a discount, gift, gratuity, food or drink for self or others, from any individual business establishment or merchant. Food or drink or discount for food or drink may be accepted when offered. if it cannot be construed to influence or affect his/her position or performance of duty as a municipal employee. It is up to the employee to report any offers or attempts to offer any gift or gratuity to affect his or her official conduct.

- Violation of community standards – No employee will engage in any behavior contrary to accepted community/neighborhood conventions.
- Employee Conduct – No employee shall engage in any illegal, unethical, abusive, or unsafe acts. Unauthorized or improper use of official authority shall not be tolerated.
- City Property – Willfully or negligently damaging city equipment, tools, machines, vehicles and/or other property shall be grounds for termination.
- Respecting Co-workers – Employees shall treat all co-workers with respect and refrain from engaging in conversations that negatively address co-workers.
- Policy Violation – No employee shall engage in any violation of rules, regulations, policies, or procedures set forth in the City of Justin Personnel Policy.

Sec. 6.3 – Use of Tape Recorders or Other Recording Devices

An employee shall not use a tape recorder or other recording devices to record a conversation with another employee, or to record the actions of another employee, unless the other employee consents to be recorded prior to the recording being taped. This policy does not apply to body worn cameras or to ongoing authorized criminal investigations by the Police Department.

Sec. 6.4 – Conflict of Interest

No employee shall have a financial interest, direct or indirect interest in any contract with the City or be financially interested directly or indirectly in the sale to the City of any land, materials supplies or services except in performance of duties as employee. Willful violation of this section will result in dismissal of the employee from the service of the City.

Employees may not:

- Solicit or accept or agree to accept a financial benefit, other than from the City, which might reasonably tend to influence their performance of duties for the City or that they know or should know is offered with intent to influence the employee's performance.
- Accept employment or compensation that might reasonably induce them to disclose confidential information acquired in the performance of official duties.
- Accept outside employment or compensation that might reasonably tend to impair independence of judgement in the performance of duties for the City.
- Make any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and duties for the City.
- Solicit or accept or agree to accept a financial benefit from another person in exchange for having performed duties as a City employee in favor of that person.

Sec. 6.5 – Social Media

The purpose of the City's social media presence is to establish a greater level of transparency of City government and services. Build a one-on-one connection that creates an open dialogue with residents and other interested parties to be able to publish time sensitive information to residents and media quickly. This policy establishes procedures for the City's participation in various social media venues and establishes the standards for posting allowing or forbidding certain

content and commentary on social media sites which include but are not limited to Facebook, YouTube, and X. The City encourages the uses of social media to convey information from the City to its citizens, to facilitate a sense of community and for residents and to allow businesses to communicate with and obtain information about the City of Justin. The City's website will remain the primary avenue for release of information to reach a broader audience and encourage citizen participation. Nothing contained in any social media site constitutes a binding representation, view, position, opinion, agreement, or endorsement of behalf of the City of Justin, Texas.

All Department Directors are responsible for their subordinate's compliance with the provisions of this policy and for investigating non-compliance.

Sec. 6.5.1 – Definitions

- Social Media – are third party websites containing information that is intended to facilitate communications, influence interaction with peers and with public audiences about some topic typically via the Internet and mobile communication networks. Types of social media include but are not limited to Facebook, X Instagram and any other social media outlet that serves the purpose of information sharing.
- City Social Media Sites – are pages sections or postings on Social Media websites that are established or maintained by an employee of the City who is authorized to do so as part of the employee's job. City Social Media sites are intended to be used for City business to communicate with office holders or City staff, and/or communicate or gather feedback from the residents and other interested parties.
- City Social Media Content – is information posted or provided to a City Social Media Site by a City employee or authorized agent when such activity is a part of the employee or agent's duties.
- Social Networking – is the practice of engaging in business and/or social contacts by making connections via interactive Web based applications.
- Blog – is a web site that contains an online personal journal with reflections, comments, and often hyperlinks provided by the writer.
- Post- is to display an announcement in a place for public view on a social media outlet.
- Comment – means a response to a City article or social media content submitted by any person or entity.
- Link – is short for hyperlink which connects a hypertext file to another location or file typically activated by clicking on a highlighted word or icon at a particular location on the screen.
- Public Information – is any information collected assembled or maintained by the City in the transaction of official business pursuant to Chapter 552 or the Texas Government Code.

Sec. 6.5.2 – Guidelines

General Regulations of City Social Media Sites

All official City presences on social media sites or services are considered an extension of the City's computer information network and are governed by the City's Computer and Electronic Communication Devices contained in the City's Personnel Policies.

Respect copyrights and fair use. All postings must comply with the applicable federal, state and local laws and regulations and retention schedule according to the Texas Local Government Code Chapters 102 and 205. Records required to be maintained pursuant to the Texas State Library and Archives Commission records retention schedule shall be maintained for the required retention period in a format that preserves the integrity of the original record and is easily accessible using the usual or approved City platform or tools.

Information collected at this site becomes public record that may be subject to inspection and copying by members of the public, unless an exemption in law exists according to the Texas Public Information Act.

When possible, links to more information should be direct users back to the City's official website for more information, forms, documents, or online service necessary to conduct business with the City.

It is preferred that only one social media account per platform exists for the City. This is to create a singular source of free-flowing information that City residents will be able to always access easily.

Those wishing to launch new City Social Media sites, add site pages or old content to the City's site should make their request in writing or via email to the City Manager. If the request is approved, any login and passwords to the information must be shared with the City Manager's office.

Employees creating or posting information to a City Social Media Site must always conduct themselves in a professional manner as a representative of the City in accordance with all City policies.

The City Manager may disable a City Social Media site or prohibit posting of City Social media content to a site at any time for any reason including but not limited to violation of the policy, improper content, lack of use or disinterest by the public, or a department's failure to properly maintain the site. The City reserves the right to remove any content that is not within these guidelines while retaining said content of the appropriate records retention according to state law.

Remember that your postings are ultimately your responsibility.

Sec. 6.5.3 – Content of Social Media Sites

Employees using social media sites whether as an administrator or as a responder to a posting will follow these principles.

- Keep post factual and accurate. If a mistake is made, admit it and post a correction as soon as possible.
- Reply to comments in a timely manner, when a response is appropriate. Never get in an argument with a citizen or a City maintained social media site. Do not respond with opinion or conjecture – only respond with complete facts.
- Understand that postings are widely accessible, not retractable, and will be around for a long time, so consider content carefully.
- Ensure your comments do not violate City's privacy, confidentiality and applicable legal guidelines for external communication.
- Ensure you have the legal right to publish others' material including photos and article pulled from other sites.
- Remember that your postings are ultimately your responsibility.

Socia Media Terms of Use for Employee/General Notice

- Persons may permanently be excluded from City social media pages if acting contrary to these rules. Persons who repeatedly break rules will receive a warning prior to removal.
- People who write more than 250 characters may be asked to rewrite.
- Anyone using profane language or posting any information that could be considered disrespectful dialogue will be asked to reword their post or it will be deleted.
- Content that is confidential according to the Texas Public Information Act.
- Comments must not be in support or opposition to political campaigns or ballot measures. Postings for electoral campaign purposes will not be published.
- Content will be removed that promotes, fosters, or perpetrates discrimination based on race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation.
- Sexual content or links to sexual content is not permitted.
- Conduct or encouragement of illegal activity is not permitted.
- Posted content must be relevant to the City of Justin.
- Information or references to the personal addresses, personal telephone numbers, personal email addresses, family members or other personal information of City officials or City employees.
- No attacks on individual character will be permitted.
- No Commercial promotions or spam.
- Links to websites or pages of outside vendors that are not related to the purpose of the media site.
- You are legally responsible for what you write, and it must not breach any law, confidentiality, or copyright. Because you are responsible for your statements, be careful about exaggeration, innuendo, etc.
- Comments must contribute and be relevant to the dialogue that is being discussed.
- The City reserves the right to restrict or remove any content deemed in violation of the terms outlined in this policy. Any content removed based on these guidelines will be retained including the time date and identity of the poster when available. The City of Justin reserves the right to update these terms of use.

Sec.6.5.4 – Employee Social Media

While the City of Justin encourages its employees to enjoy and make good use of their off-duty time, certain activities on the part of its employees may become a problem if they have the effect of impairing the work of an employee; harassing, demeaning or creating a hostile working environment for any employee, disrupting the smooth and orderly flow of work within the City; of harming the goodwill and reputation of the City of Justin among citizens or in the community at large. In the area of social media (print, broadcast, digital, and online), employees may use such media in any way they choose if such use does not produce the adverse consequences noted above or violates the Texas Public Information Act. For this reason, the City of Justin reminds its employees that the following guidelines apply in their use of social media, both on and off duty.

- Blogging or posting information of a personal nature on the Internet is strictly prohibited during work hours. Your online presence during work hours can reflect negatively on the City of Justin. Be aware that your comments, posts, or actions captured via digital, or film images also affect the image of the City of Justin.
- If the employee's social networking includes any information related to the City, the employee must make it clear to the readers that the view expressed are the employee's alone and not reflective of the view of the City.
- Employees must abide by all federal law, state law, and policies of the City about information sent through the internet. Never disclose any confidential information concerning another employee, vendor, official of the City in a blog, or other posting. Posting confidential information may violate state law and subject the user to criminal penalty. All requests for City documents must be processed through the Public Information Act.
- When posting be respectful to the City of Justin's co-workers, citizens, vendors, and partners, and be mindful of your physical safety when posting information about yourself or others on any forum. Do not discuss City employees, vendors, issues, or business without express consent.
- An employee may be disciplined if any employee publishes any personal or confidential information about themselves, another employee or vendor in any public medium that has the potential or effect of involving the employee, their co-workers or the City of Justin in any kind of dispute or conflict with other employees or third parties. Creates a harassing, demeaning or hostile working environment for any employee. That disrupts the smooth and orderly flow of work within the City, or the delivery of services to the City's citizens. Harms the goodwill and reputation of the city of Justin among its citizens or in the community at large.
- Do not ignore copyright laws or cite and/or reference sources inaccurately. Remember that plagiarism applies online.
- Do not use City of Justin logs or trademarks without written permission. Do not post pictures of yourself or others containing images of City uniforms, insignia, logos, equipment, or work sites unless they are posted on City Social Media and/or unless it is a part of promotional campaign or City employee event.

- Do not post anything on your blog or sites that may constitute a violation of the City's Harassment policy.
- Content will be monitored to ensure adherence to the Social Media Policy.
- Employees found in violation of my part of this policy may be subject to disciplinary action up to and including termination of employment.

Sec. 6.6 Confidentiality Agreement

All City of Justin employees understand that they may from time to time have access to extremely sensitive and confidential information. This policy is to be used as an acknowledgement that all employees' job duties include the obligation to maintain the confidentiality of all extremely sensitive and confidential information possessed by the City. All employees have a duty to maintain Local Government Records in a secure and professional manner. No information held by the City should be released to a third party unless it is done so in accordance with the City policy and the Texas Public Information Act.

All employees of the City understand and agree that the following obligations or conditions of employment are met with the City.

In the course of employment an employee may have access to Local Government Records as defined by Texas Local Government Code 201.003(8) some or all of which may be considered sensitive or confidential, whether it is labeled or identified as such.

Information considered sensitive or confidential by the City of Justin and covered by this agreement may include but is not limited to:

- Personal information (such as family, health, marital, or financial status, home address, phone number, age, social security number, salary, or compensation.)
- Computer network operations and security.
- Construction and building plans of facilities.
- Protected Electronic Health Information.
- Current or projected financial particulars of the City, including its payroll systems.
- Public Safety CAD and/or incident information.
- Critical Infrastructure or Operational Information as defined by the Electric Reliability Council of Texas (ERCOT) or the Homeland Security Department.
- Criminal Justice Information System (CJIS) data.

An employee of the City of Justin will treat with the same degree of confidentiality information proprietary to other parties to which they may also have access through their employment with the City of Justin. Such information may be included but is not limited to:

- Private employee document or communications
- Proprietary vendor information revealed under non-disclosure.

Having access to City's sensitive or confidential information through privileged administrator's rights does not grant an employee permission to actively seek, examine, use, transmit, share, copy or change such information, and an employee will only actively seek, examine, use, transmit, share, copy, or change such information if it is in the exercise of their designated duties or permission to do so has been given to them either by their supervisor or designee, or by the Department that is considered the keeper of such information for a stated specific purpose and timeframe.

Data should be kept secure both while it is in use by authorized users and when it is stored or archived. No unauthorized user should see or use such data without permission from the data owning Department Director or other appropriate personnel with the authority to grant such access.

If an employee is uncertain whether a particular piece of information or data is considered sensitive or confidential they will resolve all uncertainties in favor of preserving the confidentiality of that item and will promptly seek clarification from their confidentiality of that item.

If at any time, security or confidentiality of the City's data is thought to be compromised, an employee will promptly notify their Department Director or if unavailable seek assistance from Human Resources.

Violation of these confidentiality policies may result in disciplinary measure up to and including termination or other civil and/or criminal legal action to preserve the confidential nature of the information.

CHAPTER VII - DISCIPLINARY GUIDELINES

Sec.7.1 – Types of Disciplinary Action

Formal disciplinary action taken shall be consistent with the nature of the deficiency or infraction involved and the record of the employee. Formal disciplinary action may include oral reprimand, written reprimand, suspension, reduction in pay, demotion, or dismissal. Any of the foregoing types of formal disciplinary action may be invoked for a particular deficiency or infraction depending upon the exact circumstances. All formal disciplinary action should be reviewed with Human Resources prior to implementation with the employee. An employee may normally be warned by his/her Department Director at any time that he/she may be dismissed or otherwise disciplined for further unsatisfactory performance and/or conduct. Informal disciplinary action may be documented in the employee's official personnel file at the discretion of the Department Director.

- Oral Reprimand – an oral reprimand (admonishment) identifies all violations and indicates areas needing improvement. A written record of this warning may be maintained in the official employee personnel file.
- Written Reprimand – written reprimand becomes a permanent part of the disciplinary record maintained in the official employee personnel file maintained in the Human Resources Department.
- Suspension – time off without pay for a period of not less than one (1) hours not more than thirty (30) calendar days. Employees will receive a written notice (Statement of Suspension) prior to the suspension and will have the right to respond to the charges alleged by filing an appeal in writing withing five (5) calendar days. When an employee is under investigation for a crime or official misconduct or is awaiting hearing or trial in a criminal matter, he or she may be suspended without pay for the duration of the proceedings when such suspension would be in the interest of the City and the public. If the investigation or proceedings clear the employee, he/she shall be eligible for reinstatement with full pay and benefits restored. A suspension becomes a permanent part of the disciplinary record maintained in the official personnel file maintained in Human Resources.

- Reduction in pay – reduction of an employee’s pay within reason. A written notice of reduction must be given to the employee which describes the deficiency or infraction involved and which states the consequences of further unsatisfactory performance and/or conduct. The reduction shall be permanently noted in the employee’s official personnel file, but the employee shall not be disqualified from consideration for later pay increases.
- Demotion – demotion of an employee. A notice of demotion must be given to the employee which describes the deficiency or infraction involved and which states the likely consequences of further unsatisfactory performance and/or conduct. The demotion shall be permanently noted in the employee’s official personnel file, but the employee shall not be disqualified from consideration for later advancement.
- Dismissal – termination of the individual’s employment with the City. An employee who has been dismissed will have the right to appeal the dismissal by filing a written appeal with the City Manager withing three (3) calendar days of the dismissal and follow the Appeal of Disciplinary Actions process in Section 7.1.1. The City Manager shall receive a copy of the written appeal as soon as possible.

Sec. 7.1.1. – Appeal of Disciplinary Action

Any employee dissatisfied with the disciplinary action by his or her Department Director may file an appeal in writing with the City Manager. All appeals must be filed within three (3) calendar days, or the disciplinary action will be deemed final. Once an appeal has been filed, the City Manager must respond to the appeal within ten (10) business days.

Written appeals must contain the following information:

- The type of disciplinary action being appealed and the effective date of the action.
- The specific reason is that the discipline is judged to be unjust or otherwise in error.
- The remedy or solution sought.
- The signature of the disciplined employee.

The City Manager, after careful investigation of the facts, shall have broad authority to approve, disapprove, modify or rescind any disciplinary action taken or proposed. The decision of the City Manager shall be final.

Sec. 7.1.2 – Pending Investigations

When an employee is suspected of a violation of local, municipal, state or federal law, rule, regulation or policy, which if proved, would justify disciplinary action but an investigation determining the exact nature and extent of the violation is in progress or incomplete the employee may be administratively placed on leave with or without pay pending the outcome of the investigation and the imposition of disciplinary action, whenever deemed appropriate by Human Resources and the City Manager.

Sec. 7.1.3 Consistent Application

The purpose of a standard disciplinary procedure is to provide consistency by applying similar penalties for similar offenses, and to avoid favoritism of one person over another. Supervisors have the discretion to take circumstances into account when taking disciplinary action.

Supervisors also have the responsibility and the authority to instruct, correct, admonish, and recommend any adverse personal action felt necessary in disciplining an employee who is found guilty of unacceptable conduct.

Sec. 7.2 – Drug and Alcohol Policy

This policy is published to notify, inform, and remind all employees regardless of position, that the unlawful or unauthorized, manufacture, distribution, dispensation, possession, sale, purchase, or use of controlled substances, illegal drugs, or intoxicating beverages are not permitted under the City’s policies on any City premises or property. Drug paraphernalia and equipment related to the use of controlled substances and illegal drugs is strictly prohibited. Employees who violate this policy are subject to appropriate disciplinary action including termination. In the event of an accident or if there is “reasonable suspicion” because of an employee’s behavior, appearance, physical manifestations the City of Justin may perform drug-testing, background checks and driver’s license checks.

Definitions:

- Inside City Premises – All land and properties whether occupied or vacant buildings, structures, automobiles, trucks, and other vehicles, lockers, and rooms on or at any site for the performance of work done for or on behalf of the City.
- On City Property – All property owned or leased by the City and used by employees, including (by the way of illustration and not limitation) vehicles, lockers, desks, closets, etc.
- Controlled Substance – Any substance listed in Schedules I-V of Sec 202 of the Controlled Substance Act as amended.
- Drug – A drug is any chemical substance that produces physical, mental, emotional, or behavioral change in the user.
- Drug paraphernalia – Equipment, a product, or any material that is used or intended for use in concealing an illegal drug or for use in injecting, ingesting, inhaling, or otherwise introducing into the human body an illegal drug or controlled substance.
- Illegal drug – An illegal drug is any drug or derivative thereof of which the use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, or local law or regulation, any other drug including but not limited to, a prescription drug, used for any reason other than the legitimate medical reason, and inhalants use illegally. Included are controlled substances and marijuana or cannabis in all forms.

- Reasonable cause/reasonable suspicion – Supported by evidence strong enough to establish that a policy violation has occurred. A determination as to whether reasonable cause or reasonable suspicion exists in a particular situation shall be made by the joint decision of three (3) persons consisting of 1. The employee’s supervisor, 2. The appropriate Department Director 3. Human Resources and/or the City Manager.
- Testing - Is generally defined as urine or breath test to determine chemical or drug content. Any employee may be tested for drug or alcohol use when there is a reasonable cause/reasonable suspicion that: use of a substance is affecting performance, and the employee is engaged in any of the prohibited acts or activities listed in this policy.
- Additionally testing can occur in the pre-employment processes; a routine physical examination; the treatment of an injury caused or contributed to by an employee, and/or investigation of an on-the-job accident.
- Under the influence – A state of having a blood alcohol concentration of 0.08 or more, where “alcohol concentration” has the meaning assigned to in Article 67011-1 Texas Revised Civil Statutes; or the state of not having the normal use of mental or physical features resulting from the voluntary introduction into the body of an alcoholic beverage or a controlled substance.

General Policy Provisions

Any of the following actions constitutes a violation of the Policy and may subject an employee to disciplinary action, including immediate termination.

- Using, selling, purchasing, transferring, possessing, manufacturing, or storing an illegal drug or drug paraphernalia or alcohol or attempting or assisting another to do so, while in the course of employment or engaged in an activity sponsored by the City; on premises of the City; in vehicles owned, leased, or rented by the City; or on business of the City.
- Working or reporting to work, conducting municipal business, or being on municipal premises or using any municipal property while under the influence of an illegal drug or alcohol or in an impaired condition.
- Switching, adulterating or attempting to tamper with any sample submitted for medical testing, or otherwise interfering or attempting to interfere with the testing process.

Search

Searches conducted under reasonable cause or reasonable suspicion, such as inspections of employee’s personal property, including (by way of example and not limitation to) briefcases, lunch boxes, or toolboxes may be performed as part of the municipal security measures. All employees will be expected to cooperate, as a condition of continued employment with special drug/alcohol searches of personal vehicles on municipal premises, purses, clothing, briefcases or other employee personal property when there is reasonable cause or reasonable suspicion to believe that an employee may be in possession of drugs or alcohol. Searches on municipal

premises and /or municipal property (for example, searches of lockers) may be conducted at any time.

Sec. 7.3 – Preventive Acts

Employees taking drugs prescribed by an attending physician shall advise their direct Supervisor of the possible effects of such medication regarding their job performance and physical or mental capabilities. All prescription drugs must be kept in their original container(s).

Any employee involved in a work-related accident where alcohol or drugs are believed to be a contributing factor may be referred to a counselor in addition to any other accident investigation activities.

Sec. 7.4 – Corrective Act

Any employee involved in a work-related accident may be subject to urine and blood testing for drug, or alcohol use or abuse. In addition, testing shall be required when there is a reasonable suspicion that drugs or alcohol is affecting job performance and/or conduct in the workplace.

In the administration of each screening test, dual samples shall be submitted by the employee. The duplicate sample not submitted for testing shall be retained for the purpose of checking a positive result. In the event of a positive test result, the employee, at the employee's expense, may request submission of the duplicate sample for the purpose of checking an initial positive test result. If the testing of the duplicate sample results in a negative test result, then the City will reimburse the employee for the expense of testing the duplicate sample. The absence of a positive test result on the duplicate sample will be treated as an overall negative test result.

When screening test is positive, the employee will be disciplined or discharged and will not be eligible for reinstatement.

Sec. 7.5 – Coordination with Law Enforcement Agencies

The sale, use, manufacture, purchase, transfer or possession of an illegal drug or drug paraphernalia is a violation of the law. The City will report information concerning sale, use, manufacture, purchase, transfer or possession of any illegal drugs to law enforcement officials and will turn over to the custody of law enforcement officials any such substances found during a search of an individual or property. The City will cooperate fully in the prosecution and/or conviction of any violation of law.

Sec. 7.6 – Reservation of Rights

The City reserves the rights to interpret changes, suspend, or cancel, with or without notice all or any part of this policy or procedures or benefits discussed herein. Employees will be notified before implementation of any change.

Although adherence to this Policy is considered a condition of continued employment, nothing in this Policy alters an employee's status and shall not constitute nor be deemed a contract or promise of employment. Employees remain free to resign their employment at any time for any or no reason, without notice and the City retains the right to terminate any employee at any time for any or no reason, without notice.

Sec. 7.7 - Other Laws and Regulations

The provisions of this Policy shall apply in addition to and shall be subordinate to any requirements imposed by applicable federal, state, or local laws, regulations or judicial decisions. Unenforceable provisions of this Policy shall be deemed to be deleted.

Sec. 7.8 – Smoking

To maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking in the City offices and facilities is strictly regulated. You should become familiar with the areas throughout the City where smoking is prohibited. Because the City may be subject to criminal and civil penalties for violations of applicable smoking laws, we must insist on strict adherence to this policy. Employees smoking in any City owned/leased building and/or City owned/leased vehicles or equipment may be subject to disciplinary action. Smoking must be confined to designated areas only.

- Tobacco Use – The use of any tobacco products which includes but is limited to cigarettes, cigars, vape pens (or other vaping dispensers), and chewing tobacco is prohibited in and around all City offices and facilities, except in designated smoking areas. Smoking and the use of other tobacco products is prohibited in all City or Department owned vehicles.

Sec. 7.9 – Management Safety Policy

The safety and well-being of all employees of the City of Justin is of prime importance. In support of this commitment, the City will make every effort to provide its employees with a safe working environment. The objective in accomplishing this goal is to ensure that:

- Employees are provided with all safeguards to ensure safe working conditions.
- Every effort is made to maintain our equipment, tools, and ensure that all machines are in good repair.
- Safe work and operation methods are studied and developed, and that this information is disseminated to employees through ongoing training programs.
- Hazardous situations which might result in accidents are reported immediately to the proper supervisor in order that corrective action may be taken.
- Comply with federal, state, and local laws regarding accident prevention and working conditions.

The success of our safety and health program depends on the sincere, constant, and cooperative effort of the entire organization. Thus, we require every employee to take seriously the matter of accident prevention and safety and to give active support to the city's safety programs.

Sec. 7.10.- Political Activity Restricted

Employees of the City are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies.

Employees may not:

- Use their official authority or influence to interfere with or affect the result of an election or nomination for office.
- Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer or employee to pay, lend or contribute anything of value to a party, committee, organization, agency, or person for a political purpose.

Sec. 7.11 – Solicitation and Distribution of Literature

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not distribute literature or printed materials of any kind, sell merchandise, or solicit financial contributions., or solicit for any other cause during working time. Employees who are not on working hours (e.g. those on lunch hours or breaks) may not solicit employees who are on working hours for any reason or distribute literature or printed material of any kind in working areas at any time.

Non-employees are likewise prohibited from distributing material or soliciting employees on the City's premises at any time.

Sec. 7.12 – Outside Employment

Outside work ("moonlighting") is permitted so long as it does not interfere with an employee's municipal job or create a conflict of interests with the City. Any employee intending to engage in outside work must notify his/her immediate supervisor in writing. Outside employment may not be authorized for key personnel at the discretion of the City Manager. Previously approved outside employment may be disallowed by the City Manager at any time if concerns arise as to the employment impacting the employee's ability to successfully complete their City job duties. Specific departmental rules (e.g. Police Department) may restrict this privilege even further.

Sec 7.13 – Telephones

Depending upon individual departmental restrictions, the City’s telephones are available for limited personal use for local or charge-free calls.

Sec. 7.14 – Grievances and Complaints

“Grievance” shall be used to mean an allegation that the City has violated, misinterpreted, or inequitably applied an existing law, ordinance, resolution, policy, rule, or regulation, as it applies to the conditions of employment. This definition does not include questioning the substance of policy. Policy formulation is reserved as a right of management. The reporting of misconduct of an employee such as harassment or disagreement over a non-existing law, ordinance, resolution, policy, rule or regulation is defined as a “complaint”, not a grievance.

As far as it may be possible, it is the intent of the City to anticipate and avoid occurrences of grievances and complaints, however, when they do appear it is our intention to resolve them as quickly as possible at the supervisory level closest to the origin of the complaint. The grievance and complaint procedure assures every non-trial employee with a grievance or complaint that he/she will be given an opportunity to discuss the problem and that corrective action will be taken if warranted. No grievance or complaint can be resolved or corrected unless the Department Director, Human Resources and the City Manager are made aware of the problem.

Sec. 7.14.1 – Grievance and Complaint Procedures

All grievances and complaints shall be filed and processed through the chain of command. A grievance shall be filed in writing. A grievance shall be filed with the employee’s direct supervisor, Human Resources and the City Manager. A complaint will require the same procedure as the filing of a grievance, with the exception that if the employee’s complaint is directed at the supervisor, the complaint will be filed with the next higher level of authority in the chain of command.

City of Justin Command

- City Manager
- Assistant City Manager
- Human Resources
- Department Director
- Direct Supervisor

The employees reporting an incident and those assisting in the investigation will not be subject to any adverse employment action unless it is determined that the employee made the allegation knowing it was false.

CHAPTER VIII - TERMINATION PROCEDURES

Sec. 8.1 – Rules and Regulations

To resign in good standing, employees in regular positions must submit written notice to Human Resources office two (2) calendar weeks prior to the intended date of resignation. The written notice shall include, but is not limited to, the following.

- Date of Letter
- Last day of Employment
- Forwarding Address
- Signature of Employee

All records, property, or other instruments of the City of Justin in the possession of the employee shall be returned to the City before final payment is made. The City will make no payment for accumulated sick leave.

Sec. 8.2 – Resignation

An employee wishing to resign in good standing must give the City ten (10) working days' notice. The City Manager and Human Resources may waive any portion of the notice period in extenuating circumstance.

The resigning employee should submit the written notice to his or her Department Director. The employee must turn in any assigned municipal property no later than the last day of employment, or earlier if requested by the Department Director. ON the last day, the employee may also have an exit interview with Human Resources. Upon resignation employees will be paid for vacation leave that has been accrued but not used.

Sec. 8.2.1 – Layoff

It may be necessary at times to reduce the number of persons working for the City. Department Directors will make recommendations to Human Resources and the City Manager.

Sec. 8.2.2 – Reinstatement

Applicants must have a satisfactory past employment record or if past City employee must have terminated with an acceptable work record. Employees who separate employment with the City of Justin and return to work as regular employee within two (2) years from their separation date will have their service time and sick time balance adjusted to prior service.

Sec. 8.3 – COBRA Statement

The Federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) as amended, allows certain individuals the option of continuing their health insurance, at the individuals full expense, under specific conditions and employee must notify Human Resources of any qualifying event, and Human Resources will notify the City's health insurance administrator. The following paragraphs summarize the benefits provided under COBRA.

To be eligible for continuation coverage, an individual must be an employee of the City covered by the City's group health plan or an individual who is otherwise covered under the plan.

An eligible employee has the right to choose continuation coverage if he or she loses group health coverage because of a reduction in his/her hours or employment or the termination of his/her employment (for reasons other than gross misconduct on the employee's part).

The spouse of an employee or other worker covered by the City's group health plan has a right to choose continuation coverage if he/she loses coverage under the City's group health plan for any of the following reasons:

- The death of the employee
- Termination of the employee (for reasons other than gross misconduct).
- Divorce or legal separation from the employee.
- The employee applies for and becomes entitled to Medicare.

The dependent child of an employee or other worker covered by the City's group health plan has a right to choose continuation coverage if he/she loses coverage under the City's group health plan for any of the following reasons:

- The death of a parent
- The termination of a parent's employment (for reason other than gross misconduct).
- Parents' divorce or legal separation.
- A parent applies for and becomes entitled to Medicare.
- The dependent ceases to be a "dependent child" under the City's group health plan.

Notice: Under COBRA the covered worker or family member has the responsibility to notify Human Resources of a divorce, legal separation or a child losing dependent status under the City's group health plan within thirty (30) days of the event or within thirty (30) days of the date

on which coverage would be lost because of the event. Human Resources has the responsibility to notify the plan administrator of the covered worker's death, termination of employment, reduction in hours, or entitlement to Medicare.

When the plan administrator is notified that one of the above events has occurred, the plan administrator will notify the covered worker or family member that they have the right to choose continuation coverage. The covered worker or family member then has at least sixty (60) days from the date on which they received the COBRA notice or the date of loss of coverage whichever is the later date, to elect continuation coverage. If the covered worker or family member does not choose continuation of coverage group health coverage will end. If the covered worker or family member chooses continuation of coverage, the City's plan administrator will provide coverage that, as of the time that coverage is being provided, is identical to the coverage provided under the insurance plan to similarly situated employees or family members.

Payments for COBRA coverage are due on the 1st of every month following election of continuation coverage. Payment must be received no later than the end of each month if payment is not received than the person will be dropped from coverage.

Continuation coverage is limited to eighteen (18) months when the covered employee or family member lost group health coverage because of a termination of employment or reduction hours. The eighteen (18) month period may be extended to thirty-six (36) months if other events (3.g divorce, legal separation, death or Medicare entitlement) occur during the eighteen (18) month period. Moreover, the eighteen (18) month period may be extended for an additional eleven (11) months (for a total of twenty-nine (29) months) if an individual is determined to be disabled (under the rules for Social Security disability benefits) and the plan administrator is notified of that determination withing thirty (30) days. An individual who receives the extended coverage due to a disability must notify the plan administrator when it is determined (for the purposes of Social Security disability benefits) that the individual is no longer disabled.

Continuation coverage may be cut short of the full coverage for any of the following reasons:

- The City no longer provides group health coverage to any of its employees.
- The premium for continuation coverage is not paid by the employee in a timely manner.
- The covered worker or family member becomes eligible for Medicare.
- There has been a final determination that the covered employee or family member is no longer disabled (in the case of beneficiaries who qualified for the extra eleven (11) months of continuation coverage based on their disability at termination)
- The covered worker or family member becomes covered under another group health plan that does not contain any provision restricting or limiting coverage of a “pre-existing medical condition” .

Sec 8.4 – Severance Pay Limitations

This policy outlines the guidelines and limitations regarding severance pay for employees of the City of Justin, in compliance with Texas House Bill 762 (2025) which amends Chapter 180 of the Local Government Code.

This policy applies to all employees of the City of Justin.

Definitions

Severance Pay – Dismissal or separation income paid upon termination of employment, in addition to the individual's usual earnings or compensation at the time of termination. This does not include paid time off or accrued vacation leave.

Misconduct – An act or omission by an employee in the performance of their duties that the City determines to be misconduct. This includes any finding of criminal conduct.

Severance Limitations

Maximum Severance Pay – Severance pay provided to an employee may not exceed the amount of compensation the individual would have been paid for twenty (20) weeks at the rate in effect at the time of termination, excluding paid time off or accrued vacation leave.

Termination for Misconduct – No severance pay shall be provided if the employee is terminated for misconduct, as defined above.

Severance Agreements

Inclusion in Contracts – All employment contracts or agreements with employees that contain provisions for severance pay must include the limitations outlined in this policy.

Public Posting Requirement – Each severance agreement must be posted in a prominent place on the City of Justin's internet website.

In any action brought against the City of Justin by an employee arising from the termination of employment or contract, a court may not issue a writ of execution or mandamus in connection with a judgment in the action if the judgement does not comply with the provisions of this policy.

CHAPTER IX - INFORMATION STSTEMS POLICIES AND PROCEDURES

Sec. 9.1 – General

The City of Justin provides computing resources and worldwide network access to designated employees for conducting the City’s business. All employees of the City using computer network resources are provided notice of the specific policies governing the use of such resources and must act responsibly while using shared computing and network resources. There can be no expectation of privacy by any user in the use of the computer and network resources of the City. Use of the computer systems in a manner inconsistent with this policy is strictly prohibited. All messages, internet material received, software, and the work product are the property of the City and subject to the Texas Public Information Act with respect to inspection, disclosure, scheduled retention and disposition. Specific usage policies and guidelines follow but may not be all inclusive. Any employee found to be in violation of these policies is subject to disciplinary action.

Sec. 9.2 – Overview

This policy is the governing document for the acquisition and use of personal computer products for the City of Justin. This document describes the policies and procedures used by the City of Justin to manage the City’s computer network and information systems, ensure security, maintain the system’s operation and integrity, facilitate user training, and provide fine-tuning and system recovery. This document shall be the guideline for security, internet/email usage, and the acquisition and use of computer equipment and accessories.

Through this policy the City intends to enhance the benefits of Local Area Networking (LAN) without threatening the integrity of data, while encouraging employees to use the computers as tools for performing their assigned duties. This policy attempts to maintain a balance between

autonomy of user Departments and central management of automated information processing. The Department Directors are responsible for enforcement of these policies.

Sec. 9.3 – Computer Software

The City of Justin's computer software policy has three purposes; (1) to protect all computer software copyrights; (2) to protect the City's information Systems from computer viruses; (3) and to provide standardization and compatibility for City use.

The City is committed to prevent copyright infringement. It is the policy of the City of Justin to respect all computer software copyrights and to adhere to the terms of all software licenses to which the City is a party. The software developer normally copyrights such software. The City is subject to all copyright laws pertaining to the use of copyrighted software except for backup or archival purposes. This restriction includes but is not limited to making unauthorized copies for use on more than one computer unless expressly provided for in the licensing agreement. The restriction also includes the introduction of unlicensed copies of software into City owned equipment.

The City is committed to protecting the integrity of the City of Justin's Information Systems from computer viruses. Viruses are programs intended to disrupt normal microcomputer operations. Such disruptions can extend to the contamination of data and/or the complete reformatting of a computer disk. Computer viruses can destroy equipment and data costing the City immeasurable expense. The effect of such loss is decreased productivity, lost information and files and equipment failure. All computer disks from any outside source must be scanned for viruses prior to use with any City computer equipment.

The City is committed to standardization and compatibility of software and data used for City business. This provides consistency throughout the organization, which improves communication and speeds workflow. This increased efficiency leads to financial savings. All software not consistent with the City's standards will be phased out and not allowed for future use.

Sec. 9.4 – General Statements

Password Protection

Password Authentication protects all the City's servers and operating systems. Each user must choose a unique password.

Education

Department Directors should be responsible for scheduling computer training classes to ensure their employees are adequately trained, for maintaining the education of their employees in accordance with this software policy, and for budgeting appropriate funds to ensure sufficient

levels of user training knowledges with the standard PC software products. Employees are encouraged to use their software's on-line help menu to increase their expertise.

Duplication of Software

City of Justin employees may not duplicate any licensed software or related documentation purchased by the City of Justin unless the City is expressly authorized to do so by agreement with the licensor.

Intentional and willful unauthorized duplication of software and/or related documents may subject employees and/or the City of Justin to both civil and/or criminal penalties under the United States Copyright Act.

Intentional unauthorized duplication of software and/or related documents shall be considered an act of serious misconduct subjecting employees to disciplinary action.

Distribution of Software

City of Justin employees shall not give software to any persons outside the City of Justin organization (i.e. clients, contractors, and citizens), without the express written consent of the City.

City Of Justin employees may use software on local area networks (LAN) or an assigned personal computer only in accordance with applicable license agreements.

Development of Software

Software and work products (documents, databases, spreadsheets, etc.) developed by City employees for City projects on City-owned or personal equipment remain the property of the City of Justin. Such software and/or work products are for the exclusive use of the City of Justin or City contractors/consultants. Such software and/or work products cannot be sold or given to anyone, except in accordance with law, without written consent from the user's Department Director or the City Manager. City of Justin employees shall not use City equipment and/or software before, during or after City business hours for development of software not related to City projects, unless approved by the Department Director.

Use of Hardware and Software

City of Justin computer equipment and/or software are to be used during regularly scheduled business hours for City business. The computer network including hardware and software represents a significant City asset. It is intended that this asset be used for City and related civic and professional activities only. However, with the permission of the employee's supervisor, personal use of the City's computer system during non-business hours is permitted.

Virus Protection

Computer viruses can be introduced to a computer network without detection. Viruses can cause irreparable damage to the network and indiscriminately destroy data. To prevent such a disaster, multi-level virus protection software is installed at the user and server levels. This software must be active at all times and updated periodically. Any users who deactivate the anti-virus software on his/her workstation fails to update his/her virus software as requested or fails to scan all disks, thumb drives, etc., prior to use will be subject to disciplinary action up to and including termination of employment. The severity of this penalty should clearly underscore the seriousness of keeping the network virus-free. At the first sign of a virus, the employee shall immediately notify IT for resolution.

Software Installations and Usage

The City of Justin's computers are City assets and must be kept free of illegal software copies and viruses. Except as noted, only software acquired through the City purchasing procedures may be used on City computers.

Employees may not bring any software from other sources and load it on City computers unless specifically authorized by the Department Director. If such use is authorized the software and any associated problems, which may arise because of installation or use, shall be the sole responsibility of the requesting Department or Departments. All software used shall be subject to the same compatibility requirements as City-owned software, and the software shall be virus-free.

City-owned software may not be taken home or loaded on an employee's computer. If an employee's responsibilities require regular use of a particular software product at home, upon receipt of the appropriate approval from the employee's supervisor, the City shall purchase a separate software package, arrange for appropriate licensure, and record it as a City asset in the software register. The exceptions to this are: (1) If the employee already owns a legal copy of the necessary software, or (2) if the software license permits an off-site copy. Some software developers provide in their licensing agreements that home use is permitted under certain circumstances. Before taking any software home, an employee must obtain written approval from the City Manager or his/her designee. In the event of that employee's termination any such software must be immediately returned to the City. Any employee who fails to return City-owned software will be responsible for the cost of replacement.

Sec. 9.5 – Software Acquisition

Purchasing

The City is responsible for making all commercial software purchases. An employee who wishes to purchase software must identify a specific need for the product and obtain the approval of his/her Department Director. The Department Director will verify the software's functionality and compatibility with the City's computer network. If a user specific software package is

approved, the Department purchasing the software must also purchase the maintenance, updates, and support.

Budgeting

Computer hardware, software and any necessary training should be included in Departmental budgets. All software and accessories purchased for an existing computer shall be charged to the appropriate Department's budget.

Registration

Software must be registered in the name of the City. Software shall not be registered in an individual user's name.

Installation

After registration requirements have been met, the staff shall install the software. If available, manuals, tutorials, and other user materials shall be provided to the user. Once the software is installed, original diskettes shall be kept in a safe storage area.

Vendors providing hardware with pre-installed software must also provide original diskettes and documentation for each program loaded on each machine. Vendors installing or re-installing software as required on a maintenance or repair problem, must use the original diskettes allocated to that unit.

Contractors with the City of Justin using computer programs for completion of contracted projects must provide all applicable computer data in a form compatible with City hardware/software specifications.

Auditing

A person/company designated by the City Manager shall conduct an annual audit as necessary of all City computers to ensure that the City remains in compliance with all software licenses. During any audits, the City shall search for computer viruses and unauthorized software, eliminating any that may be found.

Upgrading

Use of microcomputers is so prevalent that standards must be maintained to ensure that word processing, spreadsheet, and database files are interchangeable throughout City Departments. Such interchangeability is extremely critical to productivity and efficient usage of microcomputer resources.

The City shall carefully consider upgrading to newer versions of standard software products. Productivity impact upon the requesting Department and the City organization shall be a major part of this consideration. This consideration shall also include the cost of upgrading all Department/City software, necessary hardware upgrading and the City's ability to provide support.

Requests for upgrading software products, standard or non-standard, must include information relating to increased capabilities and expected productivity gains, as well as necessary training.

All diskettes and documentation (if new documentation is provided) shall be returned to the City Manager upon receipt of software upgrades. Old version shall be disposed of in a manner prescribed by the City Manager. International retention of old versions of software for personal use is a direct violation of licensing agreements and shall subject employees to disciplinary action.

Sec. 9.6 – Web Page

The City's Web page is for government use only. It exists solely to promote the City and its services, and an employee cannot use it for a personal or commercial reason.

Each department is responsible for keeping the information on its page of the website current. Consultant and Department Directors are responsible for the update of the website including but not limited to member changes. Any changes and/or additions should be emailed to the Director of Communications or his/her designee. Department Directors should verify the information contained on their web pages monthly to ensure accuracy.

Sec. 9.7 – Service

Technical Support

The Department Director is responsible for reporting computer problems to technical support that are attributed to the City's computer network. At this time of a report of computer problems to technical support the Department Director shall receive notification of an approximate time frame that the technical support will respond to correct the problem.

Sec. 9.8 – Hardware

The Department Director shall maintain a list of standardized equipment, both hardware and software, along with associated costs. The list shall be updated annually and made available for budget purposes to be included in the budget preparation materials.

Purchasing

The Department Director is responsible for ensuring standardization of hardware and software in the City. An employee who wishes to purchase hardware or software must identify a specific need for the product and obtain the approval of his/her Department Director if the purchase is approved, the Department Director purchasing the hardware shall complete an order and forward it to the appropriate vendor.

Sec. 9.9 – Miscellaneous

Games

Game software is an inappropriate use of City equipment and should not be tolerated. Games discovered during audits shall be eliminated and the user may be subject to disciplinary action. The Department Director shall report violations to Human Resources. In additions, the Department Director may act upon a suspected incident at the request of a complainant and review all software on an employee's computer.

Sec. 9.10 – E-mail/Internet

Purpose

The purpose of the E-mail/Internet system is to contribute to the efficient operation of City Departments by providing convenient communication. The primary use of E-mail/Internet is intended for official business within the and among City employees, Departments and the public. Personal and/or other non-city related messages should be held to a minimum. Due to the increased risk of computer viruses, no personal or non-business-related email attachments may be opened using any City owned computer equipment or privately owned computer attached to the City's network via Ethernet or Modem. In addition, downloading of any non-business-related files from the Internet is prohibited. Employees that fail to comply with this policy will be subject to disciplinary action up to and including termination of employment.

Privacy Issues

There can be no expectation of privacy I the content of any message, business or personal sent or received by employees. These messages are subject to disclosure during system maintenance, and to direct inspection by supervisory personnel. Correspondence sent by E-mail is subject to review at any time by City officials. E-mail messages constitute official City documents and are subject to subpoena by courts and/or public information (open records0 requests.

Privileges and Penalties

The use of the Internet is a privilege, not a right and inappropriate use may result in a cancellation of those privileges. The City may deny, revoke, or suspend, specific user access.

Additionally in the event the user incurs any unauthorized costs, fees or charges, said costs, fees or charges shall be the sole responsibility of the user and not the City of Justin.

E-mail/Internet Acceptable Uses

The following are considered acceptable uses for E-mail and the Internet during the normal workday:

- Obtaining and exchanging information related toward work tasks.
- Education facilitating performance of any task or project related to assigned duties.
- Exchanging information for professional development, inquiry purposes, obtaining standards, finding statistics and analysis
- Announcement of new City regulations, ordinances, procedures, policies, special events and activities.
- Conducting City business during normal working hours
- Using the Internet for professional improvement (e.g., working toward a degree or taking job-related courses) outside of normal working hours with prior approval from supervisor.

E-Mail/Internet Non-Acceptable Uses

The following uses of E-mail and the Internet are not permitted:

- Transmission of any material in violation of any U.S., state and/or local regulation. This includes but is not limited to copyrighted material or material protected by trade secret.
- Use for personal business, advertisement and/or commercial activities such as purchasing goods or services, operating a business, illegally seizing business opportunities or soliciting money for personal gain.
- Displaying, transmitting, retrieving, or soliciting sexually oriented messages, cartoon, images or any pornographic material, inappropriate text files, or files dangerous to the integrity of the network.
- Interception of network traffic for any purpose unless engaged in authorized network administration.
- Vandalizing or harassing, which is defined as any malicious attempt to harm or destroy data or another user, web site, or other networks.
- Sending, receiving, printing or otherwise disseminating threatening, intimidating offensive or harassing statements or language including disparagement of others based on their race. National origin, gender age, disability, religions, sexual orientation or political beliefs.
- Sending chain letters, gambling or engaging in any other activity in violation of local, state or federal laws.

Sec. 9.11 – Employee Responsibilities

All employees are expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to the following:

- Be polite and use appropriate language. The message should not be abusive to others. The use of vulgarities, swearing, or any other unsuitable language may be grounds for disciplinary action.
- An employee should not reveal his personal address or telephone number or the addresses and/or telephone numbers of other employees.
- An employee must not reveal his account password or allow another person to use the account. The password is confidential.
- An employee may not log on as another user. An employee may use only his City-assigned E-mail address during the performance of job duties. No private or “ghost” accounts may be used except by network administrators as part of their function.
- E-mail received from citizens should be handled with the same seriousness as any other form of citizen contact. Employees should always maintain a professional decorum in their responses, reply promptly and seek approval from supervisors where appropriate.
- Respect copyright.
- Clearly and accurately identify yourself in electronic communications.
- Multi-page “junk-mail” documents from any source should not be re-transmitted.

Employee Devices

Employee personal device usage must be approved by the Director of the Department. Personal devices may only be connected to the internet through the City’s Guest Wi-Fi to prevent the possibility of any virus or malware being transmitted into the City’s network.

CHAPTER X -Sexual Harassment

Sec. 10.1 - Purpose

The purpose of this policy is for the City of Justin to provide and maintain a work environment free of sexual harassment, sexual exploitation, and sexual intimidation by employees , contractors, vendors, members of the City Council, the City Manager, or visitors to the workplace. The City of Justin has a “zero tolerance” policy regarding sexual harassment, the City will not tolerate sexual harassment. The City will investigate any complaint of sexual harassment promptly. All employees are expected to comply with this policy, and failure to do so will result in disciplinary action up to and including immediate termination.

Sexual Harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964, as amended, and will not be tolerated by the City of Justin. Sexual harassment can occur in many forms, including but not limited to, unwelcome physical contact, verbal abuse, leering, gesture, and more subtle advances and pressure inviting sexual activity. Such conduct is unlawful where:

- Submission to such conduct is made term or condition of an individual’s employment.
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual (i.e., denial of a pay increase, promotion, transfer, leave of absence, imposing disciplinary action, promising to withhold disciplinary action, etc.)

- Such conduct has the purpose of unreasonably interfering with an individual's work performance or creating an intimidating hostile or offensive working environment.

Several factors are important to note:

- The victim as well as the harasser may be a woman or a man. The victim does not have to be of the other sex.
- The harasser can be the victim's supervisor, an agent of the employer, a supervisor in another area, a co-worker, or non-employee.
- The victim does not have to be the person harassed but could be affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the victim.
- Any circumstances in which the harasser's conduct is unwelcome.

Sec. 10.1.1 - Examples of Sexual Harassment

The policy extends to City employees, contractors, vendors, members of the City Council, the City Manager or visitors to the workplace. It is illegal and against the City's policy for anyone male or female to harass a city worker or to create a hostile working environment by either committing or encouraging any of the following:

- Physical assaults on another employee, including, but not limited to rape sexual batter, molestation, or attempts to commit these assaults.
- Intentional physical contact that is sexual in nature, including but not limited to, touching, pinching, patting, or brushing up against another employee's body.
- Unwanted sexual advances, propositions, or sexual comments, including sexual gestures, jokes or comments made in the presence of any employee who has indicated in any way that such conduct in his/her presence is unwelcome.
- Posting or displaying pictures, posters, calendars, graffiti, objects, images or other materials that are sexual in nature or pornographic.

The creation of an intimidating, hostile, or offensive working environment includes such actions as persistent sexual comments or the display of obscene or sexually oriented photographs, images, or drawings. However, actions that arise out of personal or social relationship and are not intended to have a discriminatory employment effect might not be viewed as harassment, based on a review of the facts and circumstances of each situation.

Sec. 10.1.2 - How to Report Sexual Harassment

If an employee is either subjected to or witnesses sexual harassment, he/she should immediately inform the harasser that the conduct is offensive and insist that it stop. If sexual harassment continues the employee should report the matter to his/her immediate supervisor within twenty-

four (24) hours. If you are unable or unwilling to speak with your supervisor about the harassment, you should report the incident directly to Human Resources or the City Manager.

Sec. 10.2.3 – Supervisor Responsibility and Complaint Procedure

Each supervisor has the responsibility to maintain the workplace free of sexual harassment and to ensure that the employees are not subjected to insulting, degrading or exploitative sexual treatment. With the passage of SB-45 by the Texas Legislature, which was effective September 1, 2021, establishes that all supervisors, managers, and other agents of the City can be held personally liable for the harms caused to victims of sexual harassment, should they not prevent, or respond in a timely manner to a sexual harassment complaint.

Sec. 10.1.4 – Duties of Employees

The Complaint – If you are making the complaint of sexual harassment, the investigator will need to know all of the details, unpleasant thought they will be to recount. The investigator has a duty to be fair to everyone involved and needs as much information as possible. Be prepared to give the following information:

- The names of everyone who might have seen or heard about the offensive conduct.
- The names of everyone who may have had a similar experience with the alleged harasser.
- A chronology – when and where did each incident occur.
- The reasons why you did not report the incidents earlier (if you have delayed at all)
- Your thoughts on what the City should do to correct the problem and maintain a harassment free environment.

The Accused – If you are the person accused of harassment, you must remember that you have a duty to cooperate in the investigation, regardless of whether you believe the allegations to be true or false. You will be expected to answer questions completely and honestly. You may be asked not to communicate with certain individuals during the investigation. You must remember that you are not to retaliate against the person who made the complaint or against anyone who participates in any way in the investigation. You must treat them in the same fair and even-handed manner you would if the complaint had not ever been made. Failure to abide by these rules may result in discipline against you, even if the investigation shows no harassment occurred.

A Potential Witness – You may be asked to provide details concerning the alleged harassment between other employees. You have a duty to respond truthfully to the questions concerning these allegations.

Sec. 10.1.5 – Sexual Harassment Investigations

The city will investigate reported alleged sexual harassment immediately. Human Resources will arrange for each complaint for sexual harassment to be investigated. As soon as an

employee reports an incident to their supervisor, Human Resources or the City Manager. Human Resources is responsible for investigating the alleged complaint even if the employee does not want anything to be said or done about it.

Human Resources will obtain facts and view from all parties involved as well as any witnesses to the alleged sexual harassment. The person accused will be informed of the allegation and given the opportunity to respond.

As employee will not be subjected to retaliation for pursuing a sexual harassment complaint.

Sec. 10.2 – Anti-Harassment Policy

Many forms of harassment including harassment because of one's race, ethnicity, gender, religion, sexual orientation or sexual harassment are prohibited by federal and state laws. It is the City's policy to prohibit harassment of any kind, and the City of Justin will take appropriate action swiftly to address any violations of this policy. The definition of harassment is verbal or physical conduct designed to threaten, intimidate, or coerce. Also, verbal taunting (including racial and ethnic slurs) that, in the employee's opinion, impairs his/her ability to perform his/her job. Examples of harassment are:

- Verbal – Comments that are not flattering, demeaning or are unwelcome regarding a person's nationality, origin, race, color, religion, gender, sexual orientation, age, body disability or appearances, epithets slurs and or negative stereotyping.
- Non-Verbal – Distribution display, or any written or graphic materials that ridicules, denigrates,, insults, belittles, or shows hostility or aversion toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, body disability, or appearances, gender identity, marital or other protected status.

Any allegation of harassment other than sexual harassment, shall be addressed in accordance with the City's Disciplinary Procedures.

Sec. 10.2.1 – Discipline

An employee found to have violated and/or failed to enforce or follow this policy shall be subject to disciplinary action, including written reprimands, transfer, demotion, suspension, or termination. Be enforcing this policy, the City will preserve the right of every employee and applicant for employment to enjoy a workplace free of harassment of any type.

CHAPTER XI - DEFINITIONS

Sec. 11.1 – Definitions

- Call Back – means an unscheduled or emergency return to work outside of normal hours or on a holiday or day off. It does not mean overtime, or holiday work scheduled in advance. Call back will be paid overtime with a two (2) hour minimum.
- Department – means a major functional unit of the City.
- Department Director – means a person in charge of a group of employees within a unit.
- Employee – means any person, permanent or temporary, working in the Service of the City.
- Full-time employee – means any employee who regularly works not less than thirty-five (35) hours per week.
- Immediate family – means husband, wife, domestic partner, son, daughter, stepchild, father, mother, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, or sister-in-law.
- Layoff – means a separation from the City because of shortage of funds, or materials, abolishment of position or other reason beyond the control of an employee and not reflecting discredit on the employee.

- Military Leave – means the leave of absence granted to employees entering the armed forces of the United States during a national emergency or in a response to the draft or call to duty from civilian components of the armed forces.
- On call – means being available at a designated place for a designated period.
- Overtime – means time worked in addition to the normal forty (40) hours worked or emergency leave hours used during a regular work week for all non-police department employees. Overtime for certified officers within the police department shall be considered hours worked more than eighty-four (84) hours in each pay period. Overtime for Fire Department employees shall be considered hours worked more than one-hundred and six hours (106) in a pay period. Overtime will be compensated at one and one-half (1½) times the regular rate of pay for all overtime hours worked by a none-exempt employee.
- Part-time employee – means any employee who works more than twenty (20) hours per week but less than thirty (30) hours per week.
- Part-time 30 employee – means any employee who works more than thirty (30) hours per week but less than thirty-five (35) hours per week.
- Permanent part-time employee – means employee who regularly works at least twenty (20) hours per week but less than forty (40) hours per week.
- Position or job – means a group of current duties and responsibilities legally assigned or delegated by appointing authority, requiring the full-time or part-time employment of one (1) person.
- Probationary period – means a working test period of initial six (6) months during which an employee is required to demonstrate his/her fitness for a position by actual performance of the duties of the position. Police Department probationary period will be twelve (12) months.
- Promotion – means an assignment of an employee from a position to a position having a higher maximum salary rate or higher organizational rating.
- Statutory benefit – means personal day, sick days, vacation days, insurance and paid holiday.
- Supervisor – means any person responsible for to a superior for directing the work of others.
- Temporary employee – means an employee who has been appointed for a period not to exceed three (3) months to accomplish a limited task.
- Workday – means one (1) shift during which a department is open for business or one (1) which an employee is scheduled to work.
- Work Week – means several hours regularly scheduled to work during any seven (7) consecutive dates.

CHAPTER XII -SICK LEAVE POOL

Sec.12.0 – Sick Leave Pool

This pool establishes a Sick Leave Pool to provide additional sick leave for eligible employees who have exhausted all paid leave and suffered a loss of compensation because of a catastrophic illness or injury of the employee or a member of the employee's immediate family.

Sec.12.1 – Sick Leave Pool Definition

“Catastrophic illness or injury” is any prolonged illness or injury which causes an employee to be unable to perform, with reasonable continuity, the substantial material, and essential functions of his/her job for medically related reasons due to a serious health condition or self, or member of the employee's immediate family as certified by a licensed health care provider.

Such catastrophic illness or injury does not include pregnancy, or any illness or injury caused by employee's willful misconduct, or purposely self-inflicted. It also does not include any illness or injury that occurs while on leave without pay or absence without leave or is a result of another job.

A qualifying injury or illness is one that:

- Poses a threat to life and/or
- Requires in-patient or hospice care or extensive outpatient treatment or care and/or
- Requires the services of a licensed physician for an extended period, and

- Causes the employee to miss at least ten (10) days of work; and
- Causes the employee to need additional time off from work after exhaustion of all forms of paid leave.

“Immediate Family” means employee’s spouse, parent, or child (including foster child, certified by the Texas Department of Protective Services), living in the employee’s household who are totally dependent upon the employee for personal care or services on a continuing basis.

“Eligible Employee” means an employee who meets all the criteria set forth below:

- Has experienced a catastrophic illness or injury of self or member of immediate family.
- Has exhausted all accrued paid leave.
- Has been continuously employed by the City for at least six (6) months and
- Has not been awarded worker’s compensation benefits or long-term or short-term disability benefits.

Sec 12.2 – Contributions to the Sick Pool

Contribution to the sick leave pool is voluntary. Contributions to the sick leave pool must be in units of eight (8) hours. Employees are permitted to contribute up to two-hundred and forty (240) to the Sick Leave pool each calendar year. Employees must maintain an eighty (80) hour minimum in their individual sick leave banks to donate to the pool. Sick leave contributed to the pool may not be designated for the use of a particular person and all time contributed to the sick leave pool is non-refundable.

Sec. 12.3 – Applying for Sick Pool Time

A request for Sick Leave Pool time must be submitted in writing to the Human Resources Department along with a Doctor’s certification stating the need for the requested time off.

- The Doctor certification must be signed by a licensed medical practitioner, as defined in the Texas Insurance Code, who is practicing within the scope of his/her license.
- The Doctor’s certification must include the date the medical condition began and the probable duration, the estimate of time that the employee will be unable to perform work of any kind or whether it is necessary for the employee to work a reduced schedule.

A renewal application from the physician certification must be filled out and signed by a physician every thirty (30) calendar days that the employee is eligible for and requires the use of pool leave.

If the employee is incapacitated so that he/she cannot provide the application and/or physician's certification and employee spokesperson (family member, physician, or another employee) may provide this to the City.

Leave from the Sick Leave Pool which is taken because of a catastrophic illness or an injury to the employee or the employee's immediate family, will run concurrently with leave under the Family and Medical Leave ACT (FMLA). If there is any conflict between the City's Sick Leave Pool policy and the City's FMLA policy the FMLA policy shall take precedence.

Sec12.4 – Sick Pool Hour Disbursement Details

An employee can request up to two-hundred and forty (240) hours of donated sick leave at a time (if available in the sick leave pool)

Should the employee need additional hours of donated leave the employee or a representative may approach the Human Resources Department to request for up to an additional two-hundred and forty (240) hours. At that time the employee or representative must present Human Resources with written request and physicians' certification stating when the employee will be able to return to work. Any additional hours after the initial two-hundred and forty hours (240) must be approved by the City Manager before they are withdrawn from the sick leave pool.

Sec. 12.5 – Sick Pool Approval Process

Human Resources will review all applications and certifications for use of sick leave pool time. Once confirming that all the necessary information has been provided, and the status of the Sick Pool balance has been determined the request for use of the Sick Pool time will be presented to the City Manager for approval.

Application for pool leave is on a first-come first served basis and is contingent upon the available balance in the pool at the time of application as well as the employee's ability to meet the necessary criteria listed in Sec. 12.2 above.

No more than two-hundred and forty (240) hours will be granted at one time.

The lifetime maximum that can be received by any employee is seven hundred and twenty (720) hours. Within ten working days from submission of the appropriate application and documentation to the Human Resources Department a decision will be made in writing.

Sec. 12.6 – Use of Sick Leave Pool Days

An employee may use sick leave assigned from the pool in the same manner as sick leave accrued pursuant to the Personnel Policies and shall be treated in the same manner and shall be entitled to accrue the same benefits as an employee who uses such accrued sick leave. However,

as soon as leave is accrued, earned paid time will be used in lieu of the contributed time from the pool.

Employee and City contributions to insurance, retirement, etc. will continue while the employee is on sick leave during that period of time.

While out on pool time, any across the board salary increases, COLA's market adjustments, etc., which are independent of performance, will be awarded to the employee.

While out on pool time, employees will not be permitted to perform outside work for compensation prior to returning from leave and working his/her scheduled shift. Employees found to conflict with this policy will be subject to the loss of the paid leave time, will lose all remaining sick leave time and will be subject to disciplinary action up to and including termination.

When the employee is absent from work because of a catastrophic illness or injury, prior to the employee's return to work, the employee must submit to the Human Resources Department a licensed health care provider's written statement that the employee was required to be absent from duty because of the condition and the date the employee is able to return to work. The statement must also specify what limitations, if any, exist on the employee's ability to perform his or her job duties or pose a threat to the safety of the employee or others.

If the employee's health care provider releases the employee to return to work before the end of the approved sick leave period, the employee must notify their supervisor and the Human Resources Department and make arrangements to return to work as soon as possible.

If a member withdraws sick leave hours from the sick leave pool and is certified by his health care provider to return to work before all the sick leave hours have been used, the remaining balance of awarded and unused sick leave hours will be returned to the sick leave pool.

Sec. 12.7 – No Property Rights or Entitlements Exist

No property rights or entitlement exist to sick leave contributions provided by this sick leave pool policy or any previous donations of sick leave.

The estate of a deceased employee shall not be entitled to payment for unused sick leave assigned from the pool.

Awards from the pool are prospective. State law prohibits the retroactive granting of sick leave or sick leave pool hours. Employees who have exhausted all accrued paid leave will be put on leave without pay until a Sick Leave Pool award if any is approved.

The City reserves the right to change, modify, amend, revoke, or rescind all or part of this policy at the direction of the City Council.

Sec. 12. 8 – Exceptions to the Sick Leave Pool

Exceptions to the Sick Leave Pool Policy may be granted at the discretion of the City Manager.

CHAPTER XIII - CHILDREN AT WORK

Sec. 13.0 – Children at Work

The City of Justin understands there are times that occur when an employee must address situations that arise with their child(ren). However, the City of Justin strives to provide all employees with a rewarding and productive workplace and understands that the presence of employees' children in the workplace can be disruptive to the work environment. Employees may bring their children into the workplace under certain circumstances, but they must adhere to the terms of this policy. Examples of circumstances where children are allowed at the workplace are:

- City of Justin Event
- Last minute childcare, cancellations, with no other option.
- Brief visit with the employee.

The child shall not be brought to work on a frequent or regular basis, and the employee must first obtain permission from his or her supervisor. The workplace is not a substitute for proper

daycare arrangements for an employee's child. Additionally, an employee's sick child may not be brought to work. If employees need time to deal with a sick child, the employee must stay home or leave work and use any applicable leave or time off.

If an employee's child is brought to the workplace, that employee shall have sole responsibility for the child's needs and behaviors. The child shall always be accompanied by and under the direct supervision of the employee. If the nature of the child's visits becomes problematic, or if the child disrupts the workplace or the employee's performance, the employee's supervisor will advise the employee of the issue. That employee will be expected to take corrective action immediately. In the event the employee does not take immediate corrective action the employee's supervisor will request that the employee take the child home and will be required to use applicable leave time.

Sec.2.13 – Probationary Period

Every person initially employed by or transferred or promoted in City service as a regular employee will be required to successfully complete a probationary period of six (6) months. The employee's supervisor will assist him or her during this time. Each employee's performance will be evaluated as he or she adapts to the new job. Written notification of this individual's employment status will be entered into his or her personnel file at the conclusion of the initial trial period. A probationary employee may be dismissed at any time during the probationary period with no recourse to the formal appeal procedure. The duration of the probationary period may be extended if an employee is away from his or her job for an extended period or if the employee's performance or attendance is not yet satisfactory. Should the Department Director decide to extend the probationary period, a written notice outlining the reasons for the extension will be issued to the employee.

During the probationary period, an employee will be eligible for all regular benefits to which they would be eligible as a regular employee.

Police Department new hires will be subject to a twelve (12) month probationary period from the date of hire.

Should an employee fail to successfully complete their probationary period, they may be subject to disciplinary action up to and including termination.

Sec. 4.8. – Call Duty Pay

Water, Wastewater, Parks Nonexempt Employees

When an employee is assigned call duty for a one-week time period he/she will be paid \$80.00 per week on call premium per week. When an employee is assigned to be on call, he/she must be able to report to work within 45 minutes of receiving the call.

The individual taking call duty during all City observed Holidays will receive \$120.00 on call premium for the week that the holiday falls.

Water/Wastewater employees who are called to respond to a call or to perform routine checks on a non-scheduled workday will be paid a minimum of two (2) hours for when he/she is initially called in. Any additional calls or work performed within that same two-hour period are considered part of the initial call and will not result in additional overtime compensation. If a subsequent call occurs after the two-hour period has elapsed, a new two-hour minimum will apply. Employees who are assigned to on-call duty must use a City of Justin vehicle for their on-call duty.

An employee who is called in to work by his or her supervisor/manager will be paid a minimum of two (2) hours worked. Employees who are called in to work by his or her supervisor must use a City of Justin Vehicle for the work needed.



City Council Coversheet
May 14, 2026
415 N. COLLEGE AVE.

Agenda Item: 3. (CONSENT AGENDA)

Title: Consider approving Resolution 831-26 authorizing the City Manager or designee to negotiate and enter into a contract with Opportunity Strategies for Economic Development Strategic Planning; and take appropriate action.

Department: Administration

Contact: Abbey Reece, Jarrod Greenwood, City Manager

Recommendation:

Staff recommends approval.

Background:

The Justin Economic Development Corporation (EDC) and Community Development Corporation (CDC) have approved a proposal from Opportunity Strategies LLC for strategic planning, facilitation, and governance training services in an amount not to exceed \$22,000, including travel expenses.

The proposal includes an economic development workshop, SWOT analysis, and strategic planning retreat for the EDC and CDC Boards.

The purpose of the process is to establish clear economic development priorities, measurable goals, and implementation strategies moving forward.

Strategic planning is important as the City continues to experience growth and development pressures. This process will assist the EDC and CDC in aligning priorities with Council priorities, improving organizational effectiveness, and creating a practical roadmap for future economic development efforts. Portions of the process will also involve City leadership, elected officials, local businesses, and other stakeholders to help ensure alignment with broader City goals and initiatives.

The resolution requires that the City Attorney's redlines and revisions be incorporated.

City Attorney Review: Yes

Attachments:

1. Justin EDC Opportunity Strategies contract 2026
2. Proposed Resolution Opportunity Strategies

CONTRACT FOR SERVICES

By and between Opportunity Strategies LLC and the Justin Economic Development Corporation

This contract is made this 16th day of April 2026 between the Justin Economic Development Corporation hereinafter referred to as the client, and Opportunity Strategies LLC, the contractor or facilitator.

In consideration of payment in the amount of \$18,988 plus travel expenses, Opportunity Strategies LLC agrees to complete the facilitation and strategic planning services described below in Q2 or Q3, 2026, in or near Justin, Texas. Exact dates, times, and locations will be decided by the client.

The Scope of Work

Step 1:

Economic Development Workshop: We recommend that in Q2 or Q3 of 2026, the Justin EDC & CDC participate in a workshop called “Understanding the Economic Development Process” Workshop.

Participants are expected to include members of both boards of directors and staff of the Justin EDC & CDC, City government staff, elected officials, and any special guests such as P&Z, permitting, building inspections, code enforcement, ISD Superintendent, CTE Director, etc. Guests can include anyone a prospect, investor, or developer may encounter during the industrial, commercial, or downtown site selection/elimination or development process.

Final Deliverable: The topics for the “Understanding the Economic Development Process” Workshop will include but may not be limited to board vs. staff roles & responsibilities, best practices from other economic development organizations, allowable/prohibited Type A & Type B projects, business attraction, existing business retention, working with entrepreneurs, workforce development, social & physical infrastructure, downtown development, confidentiality, marketing, social media, events, roles of elected officials in economic development, product development (buildings, sites) etc. The purpose is to give the EDC board and other Justin area leaders the tools they need to make effective and efficient decisions in the realm of economic development and be able to ask questions about economic development and what it means for their community.

We will also incorporate thorough board governance training and tips to maximize board engagement and effectiveness.

The interactive training workshop is a half-day workshop (3.5-4-hours.) The final deliverable is the workshop itself, as well as accompanying materials and handouts.

Initial Page 1 of 6: _____

Step 2:

SWOT: We are happy to conduct a SWOT(Strengths/Weaknesses/Opportunity/Threats) Analysis with all attendees via brief email survey prior to the planning retreat. The results of the SWOT Analysis can help shape the direction of the planning retreat by allowing participants to submit their responses anonymously. Aggregated results will be presented at the Planning Session prior to Goal Development.

This work is done prior to the Planning Retreat so there is no additional time added to the Planning Session.

Step 3:

Strategic Planning: The client, the Justin Economic Development Corporation and Community Development Corporation, requests professional facilitation services and strategic planning services. Participants are expected to include members of the board of directors of the Justin EDC & CDC, staff, and any invited guests. This can be a 1-, 2-, or 3-year Strategic Plan.

This will be a 1-day retreat (or two half days.) The facilitator will help the boards and city develop specific goals, strategies, and metrics. The strategic focus will be on goals and strategies for Justin but may also include other goals as determined.

Final Deliverable: We recommend the strategic planning participants include board members, staff, and any other stakeholders the client invites to participate.

Exact dates and times will be decided by the client.

In this 1-day retreat, the facilitator will review the results of the SWOT Analysis, sharing her findings as well as her recommendations, reach group consensus on goal development and/or any modifications, and facilitate the initial group discussion of desired outcomes. We work together to develop 3-7 goals/goal categories in total. This participatory session will likely include:

- Mission and Vision Statement Review or Development
- SWOT Analysis
- Goal Development (3-7 goals)
- Strategy Development
- Metrics/Key Performance Indicators to gauge progress

We will add on a 12-month Action Plan which takes the items that are to be accomplished in the first 12 months and add the following deeper categories, which can occur the day of the retreat and/or may require a staff-follow up with the facilitator post-retreat:

- Accountability Areas (who is responsible for what)
- Timetables (estimated start and end quarters)

*Initial Page 2 of 6:*_____

This will ensure that anyone who picks up the plan can quickly gain an understanding of what needs to happen to make the plan a reality.

We specialize in creating realistic goals and implementation guides for organizations and communities that are “living” documents. Many clients turn to us after making the mistake of hiring a consultant who only provided “pie-in-the-sky” goals that bear no relevance to what the organization can realistically accomplish. Our strategic plans are well known for being achievable practical roadmaps to help organizations get from where you are to where you want to be. This is where we earn our repeat clients when they see goals consistently coming to fruition.

The draft Strategic Plan will be submitted in an electronic format within 30 business days of the planning session date.

Pre-planning Deliverable: The facilitator will meet via phone or Zoom in advance with the client to gain a complete understanding of the program expectations. During this initial planning call, a draft agenda for the planning session will be developed and submitted by the facilitator to the client. The facilitator will pursue necessary research and preparations.

Capabilities and Methodology: Opportunity Strategies LLC uses the Drivers Model for visioning/strategic planning processes. The Drivers Model is a strategic approach to addressing a business situation. It is a simple 4-step communications tool that can be used by any sized organization. The four steps include:

1. Where are we now? (Current Assessment)
2. Where do we want to go? (Strategic Direction)
3. How do we plan to get there? (Implementation Guide)
4. How will we monitor progress? (Metric & Monitoring)

We know the importance of the 5 P's: purpose, products, participants, probable issues, and process.

Expected Results: The above methodology will lead to an organized interactive session that includes board development training and understanding of the economic development process, as well as the strategic plan. The facilitator records each participant's expectations for the day at the beginning of the retreat so she can build in any on-the-spot expectations that may not have been included in the preplanning session with the hiring client.

Communication: The facilitator is available to the client via email, mobile phone, and Zoom (by appointment.) The facilitator's personal standard is to answer/return every communication within 24-hours (exceptions include international travel.)

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Equipment: Opportunity Strategies provides a laptop, two full-size professional easels, easel paper pads, markers, handouts, a laptop, name tags, tent cards, and other necessary facilitation supplies. The client will select a meeting facility that can accommodate the desired setup given by facilitator or one similar. The client will provide screens or smart TVs and an HDMI cord to connect to the facilitator's laptop for the workshop.

Confidential Information

During the course of performance of the Scope of Work, the facilitator may have access to materials, data, strategies, systems, or other information related to the client and its programs, processes, and plans. Any such information acquired by the facilitator shall not be used, published, or divulged to any person, firm, governmental entity, organization, or corporation without the express written consent of the client, except where required by law or appropriate subpoena from a court of law.

Opportunity Strategies LLC reserves the right to list the client, the client's principal location, and the general nature of the work performed on a list of current or former clients used for purposes of advertising and promoting the services of Opportunity Strategies LLC, with the understanding that no confidential information shall be disclosed on such a list.

In certain circumstances, the client may be asked to allow a brief video recording of the facilitator only for the sole purpose of creating clips for the facilitator to showcase facilitation style for marketing purposes of Opportunity Strategies LLC. Additionally, the client may be asked to provide a testimonial statement as to the quality of services performed by the facilitator. This is strictly on a voluntary basis and the sole discretion of the client.

Independent Contractor Relationship

It is understood by Opportunity Strategies LLC (as a contractor) and the client that their relationship is not that of employee to employer. Opportunity Strategies LLC acknowledges and understands that provisions of law, including workers' compensation, unemployment insurance, wage and hour, as well as all applicable taxes are the responsibility of the contractor and not the client.

The Client acknowledges and understands that in order to maintain an independent contractor relationship between the contractor and the Client, the Client may not exercise control over the manner and detail in which the work is performed. The contracting authority shall be concerned only with the delivery of the finished product within the timeframes agreed to by the parties.

Opportunity Strategies LLC further represents that it is engaged in an independently established trade, profession, or occupation free from exercise of control by the Client other than as to delivery of a finished product in the timeframes agreed to by the parties with payment to be made as further agreed by the parties.

Initial Page 4 of 6: _____

Payment Terms and Tax Reporting

- Travel – Some elements of this proposal can be conducted via Zoom or phone, thus saving travel expenses. The facilitator will travel to Justin via car and will bill the client at the 2026 IRS mileage rate (\$.725/mile) roundtrip from/to Austin zip code 78729.
- Lodging – Some elements of this proposal can be conducted online, thus saving lodging expenses. When the consultant is required to travel to Justin area overnight, lodging will be booked by the facilitator at a local lodging facility not exceeding the local average cost and will bill the client for reimbursement. She is also happy to use any complimentary rooms the client provides.
- Meals – No meals are ever charged to the client.
- Investment – Including all elements of the scope of work as described including all preparation & deliverables is \$18,988.
- Terms –
 - The client will pay 1/4 deposit upon contract execution to begin work, conduct interviews, and secure the dates of the sessions. The deposit is nonrefundable and is applied to the total investment.
 - The client will pay 1/4 the day of the Training Workshop
 - The client will pay 1/4 the day of the Strategic Planning Retreat.
 - The client will pay 1/4 upon electronic delivery of the draft Strategic Plan.
 - Final payment is due within 15 calendar days of the receipt of the invoice.
 - Any expenses will be charged to the nearest invoice.
 - At least 30 days' notice from the original scheduled date is required for any change in event date and payment date. If event date is changed in under 30 days of original contracted date, payment is still due the original date of the event but will be applied as payment for the new date. There is no penalty to the client for changing any dates.
- Cancellation, Non-Performance, and Expiration Terms -
 - Client-Initiated Cancellation:
 - If the Client cancels after contract execution but before scheduling a date, the Client is responsible for 50% of the total contracted fee if no work has begun.
 - If cancellation occurs after scheduling and within 30 days of the scheduled engagement, 100% of the total contracted fee is due.

Initial Page 5 of 6: _____

- Consultant-Initiated Cancellation:
 - If the Consultant must cancel due to unforeseen circumstances (e.g., illness, emergency), all fees paid will be refunded in full, or the engagement will be rescheduled at no additional charge.
 - Failure to Schedule & Non-Performance:
 - If the Client fails to schedule or execute the engagement within 365 days of the contract execution date, the contract will be considered expired, and the Client agrees to pay 100% of the total contracted fee on day 366.
 - The Consultant will make reasonable efforts to remind the Client to schedule; however, it is the Client's responsibility to initiate scheduling.
 - Force Majeure:
 - Neither party shall be liable for cancellations or delays caused by events beyond their reasonable control, such as natural disasters, government restrictions, pandemics, or other force majeure events. If such an event occurs, both parties will work in good faith to reschedule.
- All preparation, facilitation, delivery, and documentation time are included in this contract, as are all reasonable expenses unless otherwise specified.
 - The scope of work and fees in this agreement are valid for any contract signed by December 31, 2026.
 - Opportunity Strategies LLC is classified as an LLC - S Corporation. Therefore, the client is not required to submit a 1099. If the client requests a W-9 as proof, the consultant is happy to provide that documentation.

Dated this 16th day of April 2026.

For:

Justin Economic Development Corporation
PO Box 129
Justin, Texas 76247

For: Opportunity Strategies LLC

For: Justin Economic Development Corporation

Alysia A. Cook, PCED, IOM

Alysia A. Cook

(Print Name)

(Signature)

RESOLUTION NO. 831-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH OPPORTUNITY STRATEGIES LLC FOR STRATEGIC PLANNING, FACILITATION, AND GOVERNANCE TRAINING SERVICES FOR THE JUSTIN ECONOMIC DEVELOPMENT CORPORATION AND COMMUNITY DEVELOPMENT CORPORATION; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO NEGOTIATE AND EXECUTE THE AGREEMENT; AUTHORIZING THE CITY ATTORNEY TO REVIEW THE AGREEMENT AND INCORPORATE ANY NECESSARY REVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Justin Economic Development Corporation (“EDC”) and Community Development Corporation (“CDC”) desire to engage professional facilitation and strategic planning services to assist with long-term economic development planning, governance training, and organizational goal setting; and

WHEREAS, Opportunity Strategies LLC submitted a proposal for strategic planning, facilitation, workshop training, and related services for an amount not to exceed Twenty-Two Thousand Dollars (\$22,000.00), including allowable travel expenses from the Type A EDC and Type B CDC Funds; and

WHEREAS, the EDC and CDC have reviewed and approved the proposal and recommended approval of the agreement; and

WHEREAS, funding for the agreement is available within the already approved EDC and CDC budgets.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS:

SECTION 1. The City Council hereby approves the Professional Services Agreement with Opportunity Strategies LLC for strategic planning, facilitation, and governance training services in an amount not to exceed \$22,000.00, inclusive of allowable travel expenses.

SECTION 2. The City Manager, or designee, is hereby authorized to execute the agreement and any related documents necessary to effectuate the intent of this Resolution.

SECTION 3. The City Attorney is hereby authorized to review the agreement and incorporate any necessary revisions, modifications, or non-substantive changes deemed appropriate and in the best interest of the City prior to execution.

SECTION 4. This Resolution shall become effective immediately upon its passage and approval.

DULY PASSED by the City Council of the City of Justin, Texas, on the 14th day of May 2026.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney



City Council Coversheet
May 14, 2026
415 N. COLLEGE AVE.

Agenda Item: 4. (CONSENT AGENDA)

Title: Consider adopting Ordinance 854-26, first reading, authorizing open containers within certain boundaries of the Old Town District; and take appropriate action.

Department: Administration

Contact: Brian Frieda, Police Chief

Recommendation:

City Staff recommends the City Council adopt Ordinance 854-26, as presented.

Background:

This item was placed on the agenda by Councilman Castle. The City Council directed City Staff to draft an Ordinance authorizing open containers with certain boundaries within the Old Town. The proposed Ordinance covers the area and a location map has been included for City Council review.

City Attorney Review:

Attachments:

1. J Ord 6-24 Alcohol Zones v1
2. Ex A OpenAlcoholExhibit 2026.03.19

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF JUSTIN CITY COUNCIL AMENDING CHAPTER 6, ALCOHOLIC BEVERAGES, OF THE CITY OF JUSTIN CODE OF ORDINANCES, BY AMENDING AND REPLACING SECTION 6-24 IN ITS ENTIRETY; PROVIDING A PENALTY; PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

- WHEREAS, the City of Justin, Texas, is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and
- WHEREAS, the City of Justin wishes to foster and promote economic development and to invigorate its downtown; and
- WHEREAS, the City Council is authorized to adopt ordinances to protect the health, safety, and welfare of its citizens; and
- WHEREAS, the City Council has determined that it is a necessity to regulate activities as provided for herein to safeguard the public; and
- WHEREAS, the City Council is authorized by law to adopt the provisions contained herein, and has complied with all the prerequisites necessary for the passage of this Ordinance; and
- WHEREAS, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including but not limited to the Open Meetings Act; and
- WHEREAS, the purposes of this Ordinance include protecting and promoting the public health, safety, and general welfare of the citizens of the City of Justin.

NOW, THEREFORE, BE IT ORDAINED BY THE JUSTIN CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS:

SECTION 1: That the above and foregoing are hereby found to be true and are incorporated herein by reference as if set forth herein.

SECTION 2: That Section 6-24 of the Justin Code of Ordinances is hereby amended in its entirety and replaced to read as set forth herein:

Sec. 6-24. Consumption or possession prohibited; hours of consumption.

- (a) A person commits an offense if he consumes or possesses with intent to consume an alcoholic beverage in a public place, including:
 - (1) A licensed or permitted premises at any time on Sunday between 1:15 a.m. and 12:00 noon or on any other day between 12:15 a.m. and 7:00 a.m.; or
 - (2) Any other public place, except within the area boundaries of the premises of a festival or civic celebration when a temporary license or permit for sale on such premises has been issued to a licensee under the terms of the state alcoholic beverage code, and except for the areas of the City shown and identified in the attached Exhibit A.
 - (3) It shall be legally permissible to possess or consume an alcoholic beverage within the area shown and identified in Exhibit A, subject to compliance with all other applicable laws and regulations.
- (b) A person possesses with intent if he consumes an alcoholic beverage in violation of this section.

SECTION 3: It is hereby declared to be the intention of the Justin City Council of the City of Justin, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Justin City Council of the City of Justin without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 4: This Ordinance shall be cumulative of the Code of the City of Justin, Texas, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event this Ordinance shall prevail and conflicting provisions of the Code are hereby repealed.

SECTION 5: Any person who violates or permits the violation of any provision of this section shall be guilty of an offense and shall be punished by a fine not to exceed the maximum allowed by this chapter or State law. Each day in which a violation of this chapter exists shall constitute a separate offense.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS,
on this the ____ day of _____, 2026.

APPROVED:

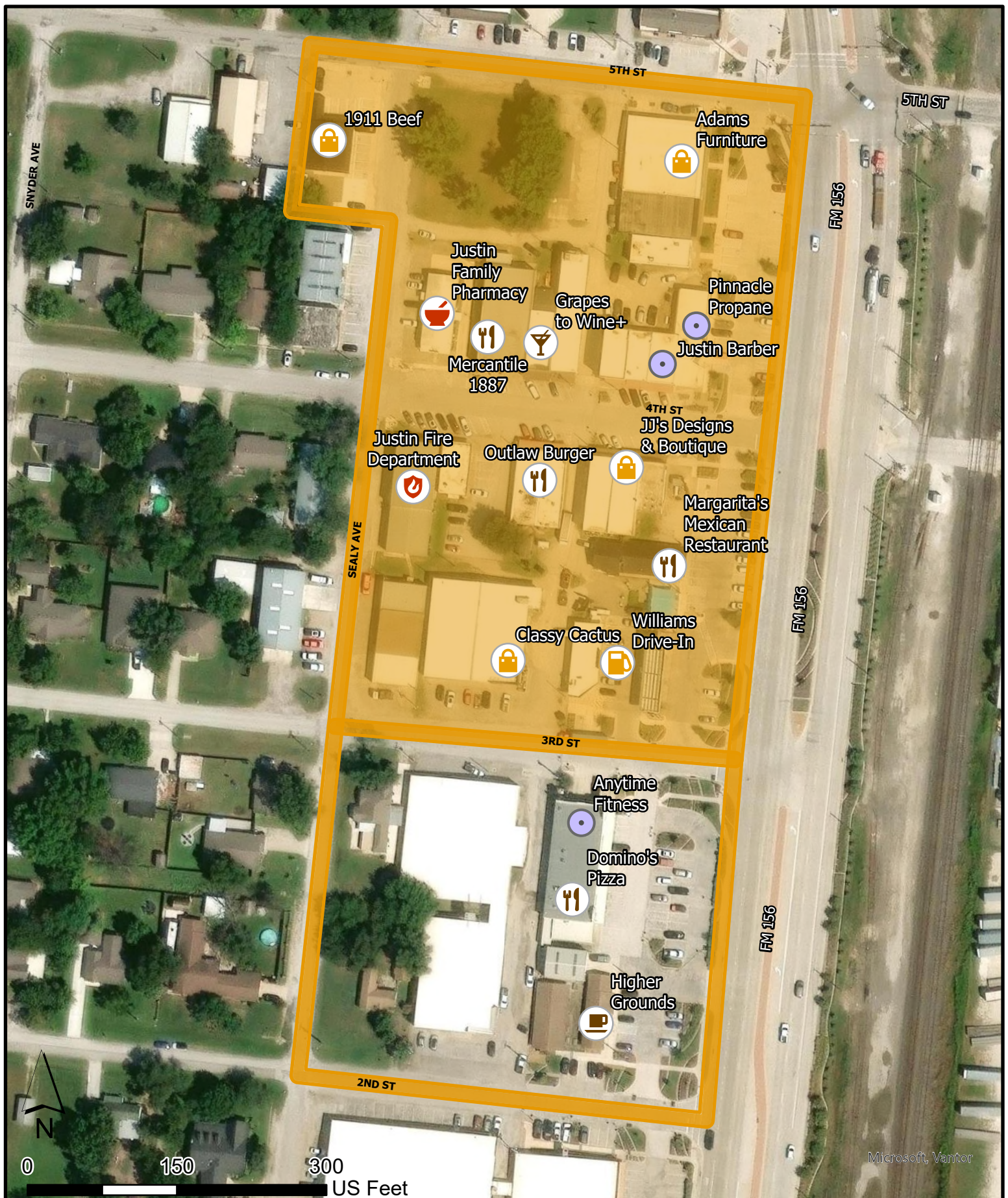
James Clark
Mayor

ATTEST

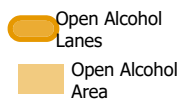
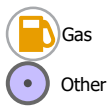
Amy Piukana
City Secretary

APPROVED AS TO FORM:

City Attorney



Legend



Open Alcoholic Beverage Areas City of Justin, TX

Prepared by:
Christopher T. Young
GIS Technician
City of Justin, TX
Date: 3/19/2026



City Council Coversheet
May 14, 2026
415 N. COLLEGE AVE.

Agenda Item: 5. (CONSENT AGENDA)

Title: Consider approving Resolution 832-26 authorizing J-Rec Sponsorship agreement with the Economic Development Corporation and Community Development Corporation; and take appropriate action.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends approval.

Background:

The Justin Community Development Corporation (“CDC”) and/or Justin Economic Development Corporation (“EDC”) previously reviewed and approved the J Rec Youth Sports League Sponsorship and Public Services Funding Agreement with Kemper Sports, LLC for the Spring and Fall 2026 J Rec seasons. The Agreement provides sponsorship funding in the amount of \$12,500 for youth sports programming and related community event activation activities at Justin Community Park.

The J Rec Youth Sports Program serves a public purpose by providing recreational opportunities for local youth and families, enhancing quality of life amenities within the City, and supporting community engagement and economic activity associated with league operations and special events. Funding for this Agreement was previously budgeted and allocated within the adopted EDC/CDC budgets.

Under the Agreement, Kemper Sports, LLC will provide sponsorship recognition, event promotion, in-park signage, and other program deliverables in exchange for the sponsorship contribution. The Agreement further includes provisions intended to ensure compliance with Chapter 505 of the Texas Local Government Code related to public purpose expenditures and economic development activities.

The proposed resolution formally approves the Agreement, acknowledges prior approval by the EDC/CDC Boards, authorizes execution of the Agreement, and authorizes the City Attorney to review and incorporate any necessary revisions prior to final execution.

City Attorney Review: No

Attachments:

1. JRec Sponsorship Agreement- FINAL
2. JRec Sponsorship Agreement- FINAL



J REC YOUTH SPORTS LEAGUE SPONSORSHIP AND PUBLIC SERVICES FUNDING AGREEMENT JUSTIN COMMUNITY PARK – 2026 SEASONS

This Sponsorship Agreement (“Agreement”) is entered into by and between the **Justin Community Development Corporation (“CDC”)** and/or **Justin Economic Development Corporation (“EDC”)** (collectively, “Sponsor”) and **Kemper Sports, LLC (“Kemper”)**.

1. PURPOSE

The purpose of this Agreement is to establish the terms under which Sponsor will provide funding to Kemper for the J Rec Youth Sports Program at Justin Community Park for the Spring and Fall 2026 seasons in exchange for sponsorship recognition and program deliverables.

The J Rec Youth Sports Program operated at Justin Community Park promotes the health, safety and welfare of the citizens of the City of Justin. Kemper provides the type of public purpose services for which such funds were budgeted and allocated. The City has budgeted and allocated funds for such public purpose in order to assist Kemper in the promotion of health, safety and welfare of the citizens of Justin.

2. TERM

This Agreement shall be effective upon execution and shall remain in effect through completion of the Spring and Fall 2026 J Rec seasons, through December 31, 2026, unless terminated as provided herein.

3. FUNDING AND LIMITATION OF PURPOSE

Sponsor agrees to provide a total sponsorship contribution of **\$12,500**, allocated as follows:

- Spring 2026 Season: \$6,250
- Fall 2026 Season: \$6,250

Funds shall be paid to Kemper Sports, LLC by Sponsor and shall be used solely for costs associated with the J Rec Youth Sports Program and related sponsorship deliverables.

The EDC and the CDC shall coordinate with the other to ensure the funding is allocated and paid to Kemper as agreed.

Such funds shall be paid on or before each season.

4. DELIVERABLES AND SPONSOR BENEFITS

Kemper agrees to provide the following sponsorship benefits for each season:

a. Presenting Sponsorship

- Designation as “Presenting Sponsor” for Opening Night and Opening Weekend games

b. Marketing and Promotion

- Social media announcements before, during, and after key events
- Sponsor logo included on all event communications distributed to league participants and families
- Inclusion in press releases and coordinated media outreach

c. On-Site Recognition

- Parade of teams lead banner featuring Sponsor
- In-park signage displayed for the duration of the season

d. Program Activation

- Inclusion of Sponsor in event activations, which may include food trucks, youth activities, entertainment, and related programming

e. Enhanced Sponsorship Components

- Recognition as sponsor of awards, including rings, medals, and championship apparel, with opportunity for logo placement
- Inclusion in fundraising efforts, including branded merchandise with Sponsor logo placement

5. USE OF FUNDS

Kemper shall use all funds provided under this Agreement solely for the J Rec Youth Sports Program, including league operations, event activation, awards, and related programming. Kemper shall maintain records sufficient to demonstrate compliance with this provision. The funds shall be allocated out of the CDC budget.

6. SECTION 505 COMPLIANCE AND PUBLIC PURPOSE

The parties acknowledge and agree that this Agreement and the associated expenditures are intended to comply with **Chapter 505 of the Texas Local Government Code**.

Specifically:

- The sponsorship supports a **quality of life project**, including youth sports programming and community recreational activities, which are authorized uses of CDC funds.

- The Program promotes economic development by enhancing community amenities, attracting residents and visitors, and supporting local business activity.
- The expenditure serves a predominant public purpose, with sufficient controls to ensure that public funds are used for the intended public benefit.
- Any private benefit received by Kemper or third parties is incidental to the public purpose.

Kemper agrees to cooperate with Sponsor in providing documentation reasonably necessary to demonstrate compliance with Chapter 505.

7. TERMINATION

This Agreement may be terminated by either party upon written notice if the other party materially breaches its obligations and fails to cure such breach within a reasonable time.

8. INDEMNIFICATION AND LIABILITY

To the extent allowed by law, each party shall be responsible for its own acts and omissions. Nothing in this Agreement waives any rights or defenses available under Texas law.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions. Any amendments must be in writing and approved by both parties.

10. APPROVAL

This Agreement is subject to approval by the CDC/EDC Board, as applicable.

JUSTIN CDC / EDC

By: _____
Name: _____
Title: _____
Date: _____

KEMPER SPORTS, LLC

By: _____
Name: _____
Title: _____
Date: _____



J REC YOUTH SPORTS LEAGUE SPONSORSHIP AND PUBLIC SERVICES FUNDING AGREEMENT JUSTIN COMMUNITY PARK – 2026 SEASONS

This Sponsorship Agreement (“Agreement”) is entered into by and between the **Justin Community Development Corporation (“CDC”) and/or Justin Economic Development Corporation (“EDC”)** (collectively, “Sponsor”) and **Kemper Sports, LLC (“Kemper”)**.

1. PURPOSE

The purpose of this Agreement is to establish the terms under which Sponsor will provide funding to Kemper for the J Rec Youth Sports Program at Justin Community Park for the Spring and Fall 2026 seasons in exchange for sponsorship recognition and program deliverables.

The J Rec Youth Sports Program operated at Justin Community Park promotes the health, safety and welfare of the citizens of the City of Justin. Kemper provides the type of public purpose services for which such funds were budgeted and allocated. The City has budgeted and allocated funds for such public purpose in order to assist Kemper in the promotion of health, safety and welfare of the citizens of Justin.

2. TERM

This Agreement shall be effective upon execution and shall remain in effect through completion of the Spring and Fall 2026 J Rec seasons, through December 31, 2026, unless terminated as provided herein.

3. FUNDING AND LIMITATION OF PURPOSE

Sponsor agrees to provide a total sponsorship contribution of **\$12,500**, allocated as follows:

- Spring 2026 Season: \$6,250
- Fall 2026 Season: \$6,250

Funds shall be paid to Kemper Sports, LLC by Sponsor and shall be used solely for costs associated with the J Rec Youth Sports Program and related sponsorship deliverables.

The EDC and the CDC shall coordinate with the other to ensure the funding is allocated and paid to Kemper as agreed.

Such funds shall be paid on or before each season.

4. DELIVERABLES AND SPONSOR BENEFITS

Kemper agrees to provide the following sponsorship benefits for each season:

a. Presenting Sponsorship

- Designation as “Presenting Sponsor” for Opening Night and Opening Weekend games

b. Marketing and Promotion

- Social media announcements before, during, and after key events
- Sponsor logo included on all event communications distributed to league participants and families
- Inclusion in press releases and coordinated media outreach

c. On-Site Recognition

- Parade of teams lead banner featuring Sponsor
- In-park signage displayed for the duration of the season

d. Program Activation

- Inclusion of Sponsor in event activations, which may include food trucks, youth activities, entertainment, and related programming

e. Enhanced Sponsorship Components

- Recognition as sponsor of awards, including rings, medals, and championship apparel, with opportunity for logo placement
- Inclusion in fundraising efforts, including branded merchandise with Sponsor logo placement

5. USE OF FUNDS

Kemper shall use all funds provided under this Agreement solely for the J Rec Youth Sports Program, including league operations, event activation, awards, and related programming. Kemper shall maintain records sufficient to demonstrate compliance with this provision. The funds shall be allocated out of the CDC budget.

6. SECTION 505 COMPLIANCE AND PUBLIC PURPOSE

The parties acknowledge and agree that this Agreement and the associated expenditures are intended to comply with **Chapter 505 of the Texas Local Government Code**.

Specifically:

- The sponsorship supports a **quality of life project**, including youth sports programming and community recreational activities, which are authorized uses of CDC funds.

- The Program promotes economic development by enhancing community amenities, attracting residents and visitors, and supporting local business activity.
- The expenditure serves a predominant public purpose, with sufficient controls to ensure that public funds are used for the intended public benefit.
- Any private benefit received by Kemper or third parties is incidental to the public purpose.

Kemper agrees to cooperate with Sponsor in providing documentation reasonably necessary to demonstrate compliance with Chapter 505.

7. TERMINATION

This Agreement may be terminated by either party upon written notice if the other party materially breaches its obligations and fails to cure such breach within a reasonable time.

8. INDEMNIFICATION AND LIABILITY

To the extent allowed by law, each party shall be responsible for its own acts and omissions. Nothing in this Agreement waives any rights or defenses available under Texas law.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions. Any amendments must be in writing and approved by both parties.

10. APPROVAL

This Agreement is subject to approval by the CDC/EDC Board, as applicable.

JUSTIN CDC / EDC

By: _____
 Name: _____
 Title: _____
 Date: _____

KEMPER SPORTS, LLC

By: _____
 Name: _____
 Title: _____
 Date: _____



City Council Coversheet
May 14, 2026
415 N. COLLEGE AVE.

Agenda Item: 6. (CONSENT AGENDA)

Title: Consider approving Resolution 833-26 appointing members to the Planning and Zoning Commission; and take appropriate action.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

Staff recommends the City Council approve Resolution 833-26, as presented.

Background:

The Planning and Zoning Commission recommended the following members to the following places:

The Commission recently had two resignations, which created an opportunity for the alternates to be moved up to regular places.

- Place 1: Vicente Barrientos, Chair
 - Place 2: Rod Stokes
 - Place 3: Gary Davis, Member
 - Place 4: Emily Krzyzek, Member
 - Place 5: Tory Turner, Member
 - Place 6: Courtney Porter (Vice-Chair)
 - Place 7: Thomas Cronberger, Member
 - Place 8: Rob Sloan (Alternate #1)
 - Place 9: Vacant
-

City Attorney Review: No

Attachments:

1. Fw_ Online Form Submittal_ Board, Commission & Committee Application
2. Proposed Resolution

From: [Amy Piukana](#)
To: [Matthew Cyr](#)
Subject: Fw: Online Form Submittal: Board, Commission & Committee Application
Date: Friday, March 20, 2026 1:47:21 PM

For your consideration.

AP

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Friday, March 20, 2026 9:48:34 AM
To: Abbey Reece <areece@cityofjustin.com>; Amy Piukana <apiukana@cityofjustin.com>
Subject: Online Form Submittal: Board, Commission & Committee Application

Board, Commission & Committee Application

First Name	Robert
Last Name	Sloan
Address	1113 Heritage Drive
City	Justin
State	TX
Zip Code	76247
Mailing Address (If different)	Field not completed.
City	Field not completed.
State	Field not completed.
Zip Code	Field not completed.
Phone Number	8177181716
Email Address	rob.sloan@live.com
Are you over the age of 18?	Yes
Are you a registered voter in Justin?	Yes
Have you previously served on Justin City	No

Council as a City
Council member?

Current Occupation/Employer	Fractional Supply Chain Executive
--------------------------------	-----------------------------------

Education, Licenses, or Certifications	<i>Field not completed.</i>
---	-----------------------------

Are you a current or past member of a Council-appointed Board, Commission, or Corporation?	No
--	----

On which Board, Commission, or Committee are you interested in serving? (First Choice)	Planning and Zoning Commission
--	--------------------------------

If you have a second choice for a Board, Commission, or Committee on which you would like to serve, please also select that.	<i>Field not completed.</i>
---	-----------------------------

What work experience, educational experience, community involvement, and/or other skills do you have that would qualify you for a Council-appointed Board, Commission, or Committee?	Working understanding of development standards and Robert's Rules
--	--

List any additional information which you believe would be of value for the City Council to know about you.	I am experienced in evaluating complex proposals, balancing competing stakeholder interests, and ensuring that decisions align with both strategic objectives and practical realities. I approach issues with a structured mindset, focusing on people, process, infrastructure, and measurable outcomes to ensure that plans are not only well-intended but executable and beneficial to the broader community.
--	--

Do you or any member of your immediate family residing in your	No
--	----

household, hold a position (paid or unpaid) with any person or organization, or have a contract with or any obligation to any person or entity which might constitute a conflict of interest?

By typing your full name in the box, you acknowledge that the information provided is correct to the best of your ability.

Robert D. Sloan

Date of Submission

3/20/2026

Email not displaying correctly? [View it in your browser.](#)

RESOLUTION NO. 833-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, APPOINTING MEMBERS TO THE PLANNING AND ZONING COMMISSION; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, the City Council of the City of Justin, Texas, desires to appoint members to the Planning and Zoning Commission in accordance with the City Charter and applicable ordinances; and

WHEREAS, the City Council finds that appointing qualified individuals to serve on the Planning and Zoning Commission is in the best interest of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS:

SECTION 1. The following individuals are hereby appointed to the Planning and Zoning Commission for the terms indicated below:

- Place 1: Vicente Barrientos, Chair
- Place 2: Rod Stokes
- Place 3: Gary Davis, Member
- Place 4: Emily Krzyzek, Member
- Place 5: Tory Turner, Member
- Place 6: Courtney Porter (Vice-Chair)
- Place 7: Thomas Cronberger, Member
- Place 8: Rob Sloan (Alternate #1)
- Place 9: Vacant

SECTION 2. The appointments made herein shall become effective immediately upon approval of this Resolution.

SECTION 3. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

DULY PASSED by the City Council of the City of Justin, Texas, on the 14th day of May 2026.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

City Attorney



City Council Coversheet
May 14, 2026
415 N. COLLEGE AVE.

Agenda Item: 7. (CONSENT AGENDA)

Title: Consider approving Resolution 835-26 authorizing the City Manager to execute an Agreement with Advanced Selections, LLC for a Regional Deployment & Integrity Study; and take appropriate action

Department: Administration

Contact: Matthew Mitchell, Jarrod Greenwood, City Manager

Recommendation:

Staff recommends approval

Background:

Our region continues to experience significant residential and commercial growth, resulting in increased demand for emergency services and heightened expectations for response time, reliability, and overall service delivery. The JCVFD/JFD provides service to approximately 70 square miles within Denton County including: City of Justin, City of New Fairview, Town of Dish and unincorporated Denton County. Additionally, JCVFD/JFD provides Automatic Aid to a portion of New Fairview within Wise County (approximately 30 square miles).

In 2022, the City of Justin commissioned a study by FGMA and the IFCA Fire Consulting Team to evaluate the current operations of the Justin Community Volunteer Fire Department (JCVFD) and outline future service delivery options. That study identified that the volunteer-based model was, and is not, sustainable under current and projected growth conditions and recommended a transition toward a more formalized, city-supported fire service model, including the need for additional staffing, facilities, and deployment analysis.

The proposed 2026 Regional Deployment & Integrity Study represents the next logical step in this evolution. Building upon the foundational recommendations of the FGMA study, this effort shifts from a localized organizational review to a comprehensive, data-driven regional analysis. The study, as outlined in the proposal submitted by Advanced Selections, will evaluate fire service delivery across both Justin and New Fairview as a unified response system, while also analyzing each jurisdiction independently. This regional approach aligns with the City's broader strategy of pursuing collaborative, efficient, and sustainable service delivery models that extend beyond jurisdictional boundaries and reflect the realities of shared growth and service demand.

This study is necessary to provide objective, technical data to inform critical policy and investment decisions related to fire station locations, staffing levels, apparatus deployment, and long-term capital planning. The prior FGMA study specifically recommended the completion of a formal deployment and station location analysis using historical data and predictive modeling to ensure optimal service coverage. The Regional Deployment & Integrity Study will fulfill that recommendation by incorporating GIS modeling, incident and hotspot analysis, response performance metrics, and future growth projections to create a “future-proof” service delivery model. The resulting analysis will be used by both Cities to guide strategic planning, support budget development, inform potential interlocal agreements, and ensure that service levels keep pace with growth.

On May 4, 2026, the City of New Fairview City Council approved participation in this regional effort, reflecting a shared commitment to collaborative planning and coordinated service delivery. The total cost of the study is approximately \$70,000, which will be split evenly between the Cities of Justin and New Fairview. Additionally, the Justin Community Volunteer Fire Department Board has committed \$10,000 toward the project. As a result, the total cost to the City of Justin will be approximately \$25,000. The consultant has also agreed to structure the payment schedule to allow each City to pay a portion of the cost in the current fiscal year, with the remaining balance to be paid in the following fiscal year, providing flexibility within existing budget constraints while advancing this critical initiative.

The City’s shared cost for this fiscal year will be funded through identified cost savings from adjusted year-end departmental expenditures. No budget amendment is required. The remaining balance will be included in the next fiscal year’s budget.

City Attorney Review: No

Attachments:

1. Resolution 835-26 Agreement with Advanced Solutions, LLC for a Regional Deployment and Integrity Study
2. Res 835-26 Exhibit A - Regional Deployment & Integrity Study_ Justin_ New Fairview Fire Department 2026

**CITY OF JUSTIN
RESOLUTION 835-26**

A RESOLUTION OF THE CITY COUNCIL OF CITY OF JUSTIN, APPROVING A PROPOSAL FROM ADVANCED SELECTIONS, LLC FOR A REGIONAL DEPLOYMENT & INTEGRITY STUDY WITH THE CITY OF NEW FAIRVIEW; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR FUNDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Justin continues to experience significant growth within its corporate limits and extraterritorial jurisdiction, resulting in increased demand for emergency services; and

WHEREAS, the City previously commissioned a fire service assessment which identified the need for long-term planning, additional staffing, and a formal deployment analysis to ensure sustainable and effective service delivery; and

WHEREAS, the City is actively working toward the continued transition of fire services from the Justin Community Volunteer Fire Department to a City-supported and professionally managed model; and

WHEREAS, the City of Justin and the City of New Fairview share common service boundaries and growth patterns, making a coordinated, regional approach to fire service planning both efficient and necessary; and

WHEREAS, the proposed Regional Deployment & Integrity Study will provide data-driven analysis related to station locations, response times, staffing models, and future service demands to support strategic decision-making for both municipalities; and

WHEREAS, the City of New Fairview has approved participation in this study, and both Cities have agreed to share the cost of the study, with an additional contribution from the Justin Community Volunteer Fire Department Board; and

WHEREAS, the total cost to the City of Justin is estimated at approximately \$25,000, which will be partially funded through identified cost savings from adjusted year-end departmental expenditures, with any remaining balance to be included in the subsequent fiscal year budget; and

WHEREAS, the City Council finds that the passage of this resolution is in the best interest of the citizens of Justin.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS:

SECTION 1: That, all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2: That the City of Justin City Council hereby approves Resolution 835-26, approving a proposal from Advanced Selections, LLC, attached hereto as **Exhibit A**, and authorizes the City Manager to execute any necessary documents for the Regional Deployment & Integrity Study.

SECTION 3: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 4: That this resolution shall become effective from and after its date of passage.

DULY PASSED and approved by the City Council of the City of Justin, Texas, by a vote on this the 14th day of May 2026.

APPROVED:

James Clark, Mayor

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Matthew Boyle, City Attorney

REGIONAL DEPLOYMENT & INTEGRITY STUDY PROPOSAL

CITIES OF JUSTIN &
NEW FAIRVIEW FIRE
DEPARTMENTS

ADVANCED
SELECTIONS



REVISED

*Respectfully Submitted:
Dave Glivinski, Managing Partner
March 25, 2026 (Revised April 25, 2026)*

WHY ADVANCED SELECTIONS

At Advanced Selections LLC, we take a structured and innovative approach to problem analysis, helping organizations implement national standards and best practices with precision. Our consulting services are designed to create a systematic service delivery plan that not only enhances operational efficiency but also drives meaningful organizational change. By identifying key challenges and opportunities, we provide strategic solutions that optimize performance, ensure compliance, and improve overall service delivery within public safety agencies.

What sets Advanced Selections apart is our deep-rooted expertise and commitment to customized solutions. Our team is composed of experienced professionals from diverse public safety backgrounds, including fire service, law enforcement, and emergency management. We recognize that every organization operates within a unique culture and set of challenges, which is why we tailor our consulting approach to align with each client's specific goals. From comprehensive organizational assessments to strategic planning and deployment analysis, we provide end-to-end solutions that ensure long-term success.

Our evidence-based methodology, combined with cutting-edge technology, allows us to deliver accurate and actionable insights that drive measurable improvements. We are committed to strengthening morale, cultivating effective management practices, and enhancing service-level capabilities. By fostering strong partnerships and maintaining a steadfast commitment to excellence, Advanced Selections LLC empowers public safety organizations to operate at peak efficiency while meeting the evolving demands of their communities.



CUSTOMIZED TO ORGANIZATIONS NEEDS

We customize our fire consulting services to align with each department's unique culture, operational structure, and goals. Whether implementing national standards, optimizing operations, or refining response processes, our tailored approach enhances efficiency, strengthens morale, and improves service delivery. By combining fire service expertise with industry best practices, we provide practical, forward-thinking solutions that ensure long-term success in an evolving public safety landscape.

COMMITTED TO LASTING PARTNERSHIPS

We prioritize building lasting partnerships with our clients, working collaboratively to understand their unique challenges and goals. Our commitment extends beyond consulting—we strive to be a trusted, long-term resource, providing ongoing support and strategic guidance to ensure sustained success and continuous improvement.

ADVANCED SELECTIONS

BACKGROUND FOR EXCELLENCE

Advanced Selections, LLC offers tailored solutions to enhance operational efficiency and service delivery. We work closely with departments to evaluate station locations, resource deployment, response times, and overall organizational effectiveness. Our services also include leadership development programs, workshops, and educational seminars designed to strengthen leadership skills and improve department performance.

With over 150 years of collective fire service expertise, our team brings extensive experience in consulting, assessment, and organizational development. We apply best practices and proven methodologies to deliver objective, data-driven insights that help departments optimize resources, enhance operational readiness, and improve overall performance. Our approach ensures that fire departments can meet the evolving needs of their communities effectively and efficiently.

At Advanced Selections, we are committed to providing customized, forward-thinking solutions that address both immediate and long-term challenges in the fire service. By combining industry best practices with modern technology, we deliver comprehensive assessments of operations, personnel, and service delivery. Our goal is to build lasting partnerships with fire departments, supporting their mission through sustainable improvements in leadership, efficiency, and organizational effectiveness.



ADVANCED SELECTIONS

MEET THE TEAM



CHIEF JAMES JACKSON (RET), MANAGING PARTNER

Chief Jackson is a fire service professional with 37 years of experience. He served 30 years with the Downers Grove Fire Department, advancing to Chief and leading the department to an ISO Class 1 rating, after beginning as a volunteer in Frankfort, IL. He also served on the Village of Manhattan Planning Committee and Police & Fire Commission.

In addition to his public service, Chief Jackson has 18 years in the private fire protection industry and 15+ years in consulting and promotional assessments. While with the Illinois Fire Chiefs Association, he completed projects in Standard of Cover, Strategic Planning, and Consolidation analysis, redesigned promotional assessments, and pioneered the first fire and police virtual simulations using the Pinsight platform.

As Managing Partner of Advanced Selections, LLC, he oversees strategy, operations, and business development. He holds a B.S. in Fire Service Management (Southern Illinois University), an A.A.S. in Fire Science Technology (Joliet Junior College), is a certified Chief Fire Officer (CFO), and holds the CFOD designation from the Center for Public Safety Excellence. He is also active in the Illinois Fire and Police Commission Associations.



CHIEF DAVE SLIVINSKI (RET), MANAGING PARTNER

Chief Slivinski is a strategic consultant and accomplished executive, bringing over 36 years of operational and administrative leadership experience, including his tenure as a Chief Officer for the Lemont Fire District. His extensive public safety background is powerfully augmented by a decade of specialized Human Resources expertise, providing strategic consulting services to private sector organizations and effectively bridging public service administration with critical talent management demands. Currently, as Managing Partner of Advanced Selections, LLC, he directs all sections of corporate strategy, business development, sales, and operational oversight.

For seven years, Chief Slivinski was the Program Director of Assessment & Consulting Services for the Illinois Fire Chiefs Association. In this role, he successfully directed the development and delivery of state-of-the-art promotional assessment and leadership selection processes, consulting for public safety clients across multiple states.

A recognized expert in the field, he holds a Master's degrees in Management and Organizational Behavior and Human Resources Management. He held certifications as Chief Fire Officer (CFO) certification and the Chief Fire Officer Designation (CFOD). He consistently shares his insights by presenting on fire service assessment centers at numerous international conferences.



CHIEF ROBERT WILSON (RET) PARTNER

Chief Wilson has 40 years of fire service experience, retiring in 2021 from the Frankfort Fire Protection District, Illinois. He began as a volunteer and advanced through the ranks, serving as a company officer, Division Chief, Assistant Chief, and Fire Chief for five years. Since 2002, Frankfort Fire Protection District grew from an all-volunteer department to an all-career organization with over 70 members and five stations. As a Partner for Advanced Selections, LLC, he oversees the Leadership & Professional Development Division and serves as a Lead Assessor.

He holds a master's degree in public administration, is a Certified Chief Fire Officer with the Illinois State Fire Marshal, and has a Chief Fire Officer Designation with the Center of Public Safety Excellence. A certified assessor in Illinois, he is also a member of the International Association of Fire Chiefs and a field staff instructor with the Illinois Fire Service Institute Fire Officer Programs.

March 25, 2026

Revised/Corrections: April 25, 2026

To: Justin/New Fairview Project Committee

Jarrod Greenwood, City Administrator, City of Justin

John Cabrales Jr., City Administrator, New Fairview

Matthew Mitchell, Fire Chief, City of Justin

Re: Regional Deployment & Integrity Study: Justin/New Fairview Fire Rescue

On behalf of Advanced Selections, I am pleased to provide you with a proposal for your project. We have an organizational foundation of industry expertise and exceptional leadership to assist fire departments locally, nationally, and internationally.

AS's consultant team comprises public safety professionals who offer a well-rounded and diverse pool of talent. Each team member brings a unique skill set and knowledge base to enhance the goal of providing each client with the best solution for their organization. Our team members offer detailed analyses specializing in public safety policies, technology, and planning. Our members have assisted law enforcement, emergency medical providers, private industry, and, of course, the fire service. Since AS consultants are leaders in their field, they deliver a unique perspective to help forecast the future functional needs of your organization and identify technologies to support those functions.



Dave Slivinski, Managing Partner

Project Manager

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Scope of Work

By applying this strategy across both jurisdictions, we will deliver a comprehensive regional emergency response plan that aligns with the Fire Chief's expectation for the highest level of service and operational performance.

This integrated approach also uses data-driven analytics to support the City Managers' priorities—strengthening territorial positioning and providing clear budget justification—while equipping the Fire Chiefs with the insights needed to achieve optimal response times and a consistent service delivery model.

Study Main Objectives

1. Analyze New Fairview Fire Rescue (FFFR) and Justin Fire Department as one (1) fire department.
2. Analyze NFFR as a stand-alone fire department
3. Analyze Justin as a stand-alone fire department.

1. Regional GIS Entity Modeling

This component treats Justin Fire and New Fairview Fire Rescue as a unified Total Response Area (TRA) while maintaining specific Areas of Responsibility (*Still Districts*) - (AOR) for each station.

- **Comprehensive Demographic Analytics:** Deep-dive demographic overviews at the AOR level to identify high-risk populations and growth clusters.
- **Advanced Service Area Drive-Time Mapping:** Precise 4-minute and 8-minute travel-time analysis for the total regional net and individual station AORs.
- **Total Infrastructure Intelligence:** Mapping of all streets covered by specific drive times within the jurisdiction.
- **Comprehensive TRA/AOR Coverage Analysis:** Visualization of how the regional network overlaps to protect ETJ borders (where contested).

2. Complete NFIRS/NERIS Incident & Hotspot Series

The analysis provides a granular look at every incident type to fully visualize incident impact.

- **Full NFIRS/NERIS Grouping (100–900 Series):** Individual mapping and data analysis for Fires (100), EMS (300), Hazardous Conditions (400), and all other specialized call types.

- **Incident Hotspot Visualization:** Identifying high-demand "hot zones" for specific hazards across the entire region, specifically focusing on complex risks like industrial or multi-family developments.
- **Historical Trends by AOR:** Tracking where specific incident types are increasing within each station's footprint to justify resource allocation.

3. Regional Performance & Reliability Metrics

- **Total Service Area Performance:** Benchmarking regional response times against national standards at the AOR level.
- **Turnout & Response Time Audits:** Precision analysis of 90th percentile performance for every unit in the regional net.
- **Station Concentration & Reliability:** Modeling how effectively the stations work together to provide an Effective Response Force (ERF).

4. Strategic "Future-Proof" Predictive Modeling

These advanced components address community growth and border defense.

- **Multi-Jurisdictional Station Siting:** Predictive models for Justin's Station 2 and New Fairview's fire station to identify "Ideal Station Locations" based on future demand.
- **Projected Growth Impact Model:** Analytics that project how future service demand from future development will impact the current response net.
- **Regional Deployment Integrity Model:** A predictive model to justify 1–3 year personnel forecasts and specialized apparatus (i.e. ladder truck) for new multi-story developments.

5. Executive Dashboards, Consultation, & Travel

- **Incident Dashboard (1 Year Free):** Providing the Fire Chiefs with a study data interface to monitor department performance during the growth transition.
- **On-Site Kick-off Meeting:** Two senior consultants conducting site previews and data collection (all meetings, travel and logistics included for 2.5 days).
- **Optional Report Delivery Meeting:** Final report delivery at Board meeting to review recommendations. (+\$6,000 - Includes preparation, two senior consultants, all travel and logistics for 1.5 days).

Deliverables

The following deliverables focus on high-level analytics and performance diagnostics, ensuring the data provided is both actionable for current operations and flexible enough to scale with the region's growth:

1. Regional Strategic Mapping Series

- Unified Regional Response Map: A high-level visualization of the Justin and New Fairview service areas treated as a single integrated network.
- Station Area of Responsibility (AOR) Profiles: Geographic overviews for existing and proposed station locations to identify service coverage and growth clusters.
- Travel-Time Analysis: 4-minute and 8-minute travel-time mapping identifying current and future service reaches across the regional road network.

2. Incident & Performance Diagnostic Series

- Full Spectrum Incident Mapping: Visualization of historical incident data (NFIRS/NERIS 100–900 series) to identify regional demand trends.
- Regional Demand Hotspots: Identification of high-frequency service zones to assist in resource prioritization and pre-fire planning.
- Performance Reliability Audit: Benchmarking of 90th percentile response and turnout times against national standards (NFPA) at the station and unit level.
- Station Concentration Model: Analysis of the system's ability to assemble an Effective Response Force (ERF) for high-risk incidents.

3. Growth & Future-Proofing Series

- Dual-City Siting Recommendations: Data-driven modeling to identify "Ideal Station Locations" for Justin and New Fairview's primary facility based on future demand.
- Projected Growth Impact Analysis: A predictive model illustrating how the anticipated residential and commercial pipeline will influence system performance.
- Personnel & Apparatus Roadmap: High-level forecasting of the staffing and specialized equipment needed to maintain the desired standard of cover over a 3-year horizon.

4. Summary Reports & Executive Tools

- Strategic Intelligence Report: A summary of findings designed to serve as the "Service Plan" for budget and boundary support.
- Executive Data Interface: Access to a digital dashboard for static monitoring of regional performance metrics based on study data.

Project Timeline

The estimated timeline for project completion is approximately **3 to 4 months**. Please note that this timeline is contingent upon receiving **all** necessary Records Management System (RMS) data. The project schedule will officially commence once the required data has been received in full.

Investment Summary:

Total Professional Services Fee:	\$72,000.00
<u>Regional Strategic Partner Credit (3%)</u>	<u>-\$2,160.00</u>
Total Project Fee	\$69,840.00

- **Stand-alone Equivalent:** \$100,000+ (if pursued by each city individually).
- **The Strategic Outcome:** This investment provides technical evidence needed for optimal emergency services delivery and Texas Local Government Code Chapter 43 boundary defense.

Any additional meetings beyond those listed will be billed at **\$150 per hour per consultant**, plus any applicable travel-related expenses. All meetings will be scheduled and confirmed at the outset of the project.

AS will submit an invoice for 50% of the total invoice upon contract signing. The final payment of 50% will be invoiced upon submission of the final draft report. All payments shall be remitted within 30 days of receipt of the invoice.

Closing Statement

This next step in the evolution of operational readiness for Justin and New Fairview is as critical as it is timely. By leveraging our partnership and applying a data-driven, standards-informed approach, Advanced Selections will deliver the scientific insights necessary to build a more resilient regional deployment strategy and secure your department's future. We look forward to the opportunity to support your mission.

Summary of Stakeholder Inquiries & Strategic Clarifications

During the initial project review, several key areas of interest were identified by city leadership. The following clarifications address the objectives of the **City of Justin** and **New Fairview Fire Rescue (NFFR)** to ensure the study's outputs align with the long-term vision of both municipalities.

1. Scope of EMS Analysis

- **Inquiry:** Does the study include a dedicated EMS analysis for New Fairview Fire Rescue?
- **Clarification:** The current Phase 1 scope focuses on fire suppression deployment and regional integrity. While EMS data is not a primary component of this initial study, the foundational GIS and response modeling can be leveraged for a future, standalone NFFR EMS analysis upon the completion of this project.

2. Operational Modeling & Regional Synergy

- **Inquiry:** Will the study evaluate the feasibility of various departmental structures (Shared, Independent, or Unified)?
- **Clarification:** Yes. The study is designed to provide a comprehensive "three-lens" analysis to help leadership evaluate the most efficient path forward. The current scope will model:
 - **Model A:** An integrated regional fire department encompassing both Justin and NFFR.
 - **Model B:** NFFR as a standalone, independent municipal fire department.
 - **Model C:** Justin Fire as a standalone, independent municipal fire department.

3. Infrastructure Influence & The "Growth Pipeline"

- **Inquiry:** Clarification regarding referenced "pipelines" and their impact on regional growth.
- **Clarification:** In the interest of exhaustive due diligence, our team investigated potential utility and petrochemical impacts. While no new oil/gas pipelines are currently planned for the area within the next decade, our research identified significant regional water infrastructure projects. Sources such as the **Justin-New Fairview Joint Resolution (2024)** and the **UTRWD Water Project Overview** indicate that future water pipeline infrastructure could be a primary driver of high-density development. We have included

this "Ranchland Water Plan" data to ensure our growth forecasting is rooted in actual utility capacity.

4. Boundary Defense & Chapter 43 Compliance

- **Inquiry:** How does this study assist with challenges regarding County annexation or jurisdiction?
- **Clarification:** A primary objective for stakeholders is the defense of municipal boundaries against county encroachment. Under **Texas Local Government Code Chapter 43**, a city must prove it can provide a superior level of service to maintain or annex territory. This study provides the essential preliminary data to determine the performance of both organizations, establishing a data-driven "Service Plan" to deter jurisdictional challenges and secure the municipal tax base.



CITY COUNCIL AGENDA ITEM REQUEST

Proposed agenda Item

Request by

Date Submitted

Priority

Background info

Expected Council Action

Staff Preparation

Future Agenda Item Request:

Item: City of Justin Citizens Academy

Purpose: The purpose of this request is to provide Citizens with a better understanding of how City Government operates. I was asked about potentially getting this setup by a long time resident and she informed me that Flower Mound is currently doing this. According to their website, they hold 11 sessions over a course of 3 months with a ceremonial graduation at the end.

I believe that this, if approved, will help citizens have a better understanding.



City Council Coversheet
May 14, 2026
415 N. COLLEGE AVE.

Agenda Item: 2. (CEREMONIAL ACTION ITEM(S))

Title: Consider and take action to appoint a Mayor Pro Tem

Department: Administration

Contact: Amy Piukana, City Secretary

Recommendation:

The City Staff recommends the City Council appoint a member of the City Council to serve as Mayor Pro Tem for a one-year term.

Background:

The City Charter Chapter 3.05 states that the Mayor Pro-Tem shall be elected by the City Council at the first regular meeting after each election. The Mayor Pro-Tem serves the duties of the Mayor during the absence of the Mayor.

The following is a list of past Mayor Pro Tems:

- Shelby St. Claire (2024 to Present)
 - John Mounce (2022-2024)
 - James Clark (2021 to 2022)
 - Lynn Crites (2019-2021)
 - Alan Woodall (2018-2019)
 - David Wilson (2017-2018)
 - David Speicher (2015-2017)
-

City Attorney Review: No

Attachments:

None