

John Mounce, Mayor Pro Tem  
Tomas Mendoza, Councilmember  
Chrissa Hartle, Councilmember



James Clark, Councilmember  
Jim Tate, Councilmember

**Elizabeth Woodall, Mayor**

**CITY OF JUSTIN  
CITY COUNCIL AGENDA  
SEPTEMBER 13, 2022  
415 N. COLLEGE AVE.  
6:00 P.M.**

**CALL TO ORDER**

Convene into Session:  
Invocation and Pledge of Allegiance  
American Flag

Texas Flag: *“Honor the Texas Flag; I pledge allegiance to thee, Texas, one state, under God, one and indivisible”*

**WORKSHOP SESSION**

1. Discuss FY 22-23 Proposed Budget.

Discuss regular session agenda items

**CONVENE INTO REGULAR SESSION- Immediately Following Workshop Session**

**PUBLIC COMMENT**

In order to expedite the flow of business and to provide all citizens the opportunity to speak, the mayor may impose a three-minute limitation on any person addressing the Council. The Texas Open Meetings Act prohibits the City Council from discussing issues, which the public have not been given a seventy-two (72) hour notice. Issues raised may be referred to City staff for research and/or placed on a future agenda.

**PUBLIC HEARING**

2. **PUBLIC HEARING:** Conduct a public hearing on the proposed FY 2022-2023 budget.
  - a. Open public hearing
  - b. Close public hearing

3. **PUBLIC HEARING: (6:00P.M.)** Conduct a public hearing on a proposed tax rate of .630693 per \$100 of taxable value.

"A tax rate of \$ .630693 per \$100 valuation has been proposed for adoption by the governing body of the City of Justin. This rate exceeds the no new revenue tax rate and the voter approval tax rate for the city of Justin, Texas for the fiscal year beginning October 1, 2022, and ending September 30, 2023."

- a. Open public hearing
- b. Close public hearing

4. **PUBLIC HEARING:** Conduct a Public Hearing to consider five new gas wells on the property legally described as A0419A W.A. FERRIS, TR 1, 27.25 ACRES, OLD DCAD TR 4 generally located west from the intersection of Boss Range Road and FM 407.

- a. Open public hearing
- b. Close public hearing
- c. Consider and take appropriate action

5. **PUBLIC HEARING: ):** Conduct a Public Hearing to rezone approximately 31.38 acres from General Business and from SF-2 to General Business- Planned Development. The rezone is proposed for the properties legally described as LOTS 1 – 7, BLOCK 1, LOTS 1-3, BLOCK 2, LOT 3A, BLOCK 3, and LOT A, BLOCK 4 JUSTIN TOWN SQUARE, HARDEMAN CENTRE ADDN PH 1 BLK 2 LOT 1, JWR 711 ADDITION BLK A LOTS 1- 3.

- a. Open public hearing
- b. Close public hearing
- c. Consider and take appropriate action

### **POSSIBLE ACTION ITEMS**

6. Consider and take appropriate action to approve Ordinance 736-22 to adopt the FY 2022-2023 City of Justin budget.
7. Consider and take appropriate action to approve Ordinance 737-22 to adopt a tax rate of \$ .630693 per \$100.00 valuation, which is effectively a 12.84 percent increase to the tax rate.
8. Consider and take appropriate action approving Resolution 589-22 the City of Justin personnel policy amendments.
9. Consider and take appropriate action to consider a Final Plat legally described as Buddy Hardeman Business Addition Lot 1, Block 4 generally located west from the intersection of FM 156 and Hardeman Blvd.

10. Consider and take appropriate action to approve Ordinance 738-22 amending the Code of Ordinances to require Justin Community Library Board members to reside within the city or within the City's extraterritorial jurisdiction.
11. Consider and take appropriate action regarding appointments to and membership of the Justin Community Library Board.
12. Consider and take appropriate action regarding appointments to and membership of the Justin Parks and Recreation Advisory Committee.

## **CONSENT**

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

13. Consider and take appropriate action regarding City Council meeting minutes dated August 22, 2022, August 23, 2022, and August 24, 2022.

## **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.

- Under Section 551.071, to conduct private consultation with the City Attorney regarding:
  - Preserve Development Agreement
  - Range Road Development Agreement
  - Proposed Water Service Agreement with Town of Northlake

Convene into executive session.

Adjourn into open meeting.

14. Discuss, consider, and act on items discussed in Executive Session.

## **FUTURE AGENDA ITEMS**

## **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 Street, Justin, Texas, a place of convenience and readily accessible to the general public at all times, and said notice posted this 9<sup>TH</sup> day of September, 2022 by 5:00 p.m., at least 72 hours preceding the scheduled meeting time.

*Brittany Andrews*

Brittany Andrews, City Secretary

City Council Meeting

September 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #1

Title: Discuss FY 22-23 Budget proposal.

Department: Administration/ Finance

Contact: City Manager, Chuck Ewings, Finance Director, Josh Armstrong

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Recommendation: Discussion only at this time

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Background:

If City Council has any additional questions or requests, staff will be available to answer.

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City Council Meeting

September 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #2

**PUBLIC HEARING: (6:00P.M.)** Conduct a public hearing on the proposed FY 2022 2023 budget.

Department: Administration/ Finance

Contact: City Manager, Chuck Ewings, Finance Director, Josh Armstrong

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Recommendation: Hold Public Hearing

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Background:

This public hearing provides the community an opportunity to address the city council regarding the FY 22-23 budget.

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City Council Meeting

September 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #3

**PUBLIC HEARING: (6:00P.M.)** Conduct a public hearing on a proposed tax rate of \$ .630693 per \$100 of taxable value.

"A tax rate of \$.630693 per \$100 valuation has been proposed for adoption by the governing body of the City of Justin. This rate exceeds the no new revenue tax rate and the voter approval tax rate but does not exceed the de minimis rate for the city of Justin, Texas for the fiscal year beginning October 1, 2022, and ending September 30, 2023."

Department: Administration/ Finance

Contact: City Manager, Chuck Ewings, Finance Director, Josh Armstrong

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Recommendation: Hold Public Hearing

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Background:

This provides community members and opportunity to provide city council comments on the proposed property tax rate. The proposed rate is a reduction of nearly 2 cents from the current budget year tax rate of 65 cents per \$100 valuation.

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City Council Meeting

September 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #4

**PUBLIC HEARING: (6:00P.M.)** Conduct a Public Hearing to consider five new gas wells on the property legally described as A0419A W.A. FERRIS, TR 1, 27.25 ACRES, OLD DCAD TR 4 generally located west from the intersection of Boss Range Road and FM 407.

Department: Administration

Contact: Matt Cyr, Development Services Director

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Recommendation: Staff recommends approval of the application with considerations to additional landscaping and screening.

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Background:

The Applicant is proposing to add five new gas wells on an existing pad with an existing well already in operation located in the Preserve Development.

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FENCING:

Due to the Preserve Developer's Agreement there will be a 6-8' cedar fence to the north and to the south (see Developer's Agreement in attachments). Due to the Amendment to the Preserve Development, there will be additional screening to the west side of the site pad (see landscape plan in attachments).

The Applicant has agreed to meet the fencing section of the ordinance. Consider requiring a 20' temporary screening of the rig from Public View during the fracturing process. This would help shield sound and construction activity from the Public.

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LANDSCAPING:

The applicant is not proposing any landscaping.

City Council can require additional landscaping to the north of the site pad between the Cedar fence and the site pad. The landscaping recommendation is 2 canopy trees, 2 understory trees, and 9 shrubs per every 100'. The 2 canopy trees, 2 understory trees, and 9 shrubs matches the Preserve Development's landscape detail. This would be the Preserve's responsibility, not Bedrock's since it would be outside the site pad.

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#### TRUCK ROUTE/ROADS:

The Applicant plans to come down HWY 287 and utilize FM 407 to deliver the trucks and equipment. However, TXDOT will designate the route. Staff has asked the Applicant to enter into a Road Repair Agreement in the event there are trucks and/or equipment that cause damage to the roads. If roads are damaged, which is not expected, the Applicant would be responsible to repair the roads in a timely manner.

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#### WORK HOURS:

According to the ordinance "Site development, other than drilling, shall be conducted only between 7:00 a.m. and 8:00 p.m. Truck deliveries of equipment and materials associated with drilling and/or production, well servicing, site preparation and other related work conducted on the well site, shall be limited to between the hours of 7:00 a.m. to 8:00 p.m. except in cases of fires, blowouts, explosions and any other emergencies or where the delivery of equipment is necessary to prevent the cessation of drilling or production".

The Applicant is required to follow these regulations unless actively drilling.

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#### NOISE RESTRICTIONS:

No drilling, producing or other operations shall produce a sound level greater than 78 dB(A) when measured at a distance of 300 feet from the production equipment in question.

No person shall operate or permit to be operated in connection with the operation of a producing well (excluding formation fracturing) any engine, compressor or motordriven machinery of any type which creates a sound level greater than 65 dB(A) when measured at a distance of 300 feet from the well site.

If sound levels exceed the dB(A) levels cited in subsection (g)(1) and (2) of this subsection, the inspection services provider may require sound reducing mufflers.

The Applicant has shown they can meet these requirements and will require an inspection onsite from Staff to confirm again.

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#### RIG HEIGHT:

The height of the type of rig that will be utilized is somewhere between 136' and 142'. The fracturing process will take approximately 4 weeks to complete according to the Applicant.

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LIGHTING:

Lighting for the workover rig consists of four temporary lights. These are downward facing and shielded as per requirements and are setup on the 4 corners of the work space area.

However, due to the nature of work, the brightness of the lights will still be very noticeable. Due to no residential adjacency, the direction of the lights (facing inward), and the lights being temporary, Staff is not concerned.

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P&Z Recommendation:

The P&Z Commission recommended approval as presented on August 16, 2022.

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City Attorney Review:

The City Attorney has reviewed the Road Repair Agreement and has been briefed on this item by Staff.

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Attachments:

- 1) HB-40
- 2) Supporting Documentation

## AN ACT

relating to the exclusive jurisdiction of this state to regulate oil and gas operations in this state and the express preemption of local regulation of those operations.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. The legislature finds that the laws and policy of this state have fostered successful development of oil and gas resources in concert with the growth of healthy and economically vibrant communities for over 100 years. The legislature acknowledges this cooperative progress and that mutual benefit is derived from the statutes already in effect, which provide effective and environmentally sound regulation of oil and gas operations that is so comprehensive and pervasive that the regulation occupies the field, while facilitating the overriding policy objective of this state of fully and effectively exploiting oil and gas resources while protecting the environment and the public's health and safety. The legislature recognizes that in order to continue this prosperity and the efficient management of a key industry in this state, it is in the interest of this state to explicitly confirm the authority to regulate oil and gas operations in this state. The legislature intends that this Act expressly preempt the regulation of oil and gas operations by municipalities and other political subdivisions, which is impliedly preempted by the statutes already in effect.

SECTION 2. Subchapter C, Chapter 81, Natural Resources Code, is amended by adding Section 81.0523 to read as follows:

Sec. 81.0523. EXCLUSIVE JURISDICTION AND EXPRESS PREEMPTION. (a) In this section:

.(1) "Commercially reasonable" means a condition that would allow a reasonably prudent operator to fully, effectively, and economically exploit, develop, produce, process, and transport oil and gas, as determined based on the objective standard of a reasonably prudent operator and not on an individualized assessment of an actual operator's capacity to act.

.(2) "Oil and gas operation" means an activity associated with the exploration, development, production, processing, and transportation of oil and gas, including drilling, hydraulic fracture stimulation, completion, maintenance, reworking, recompletion, disposal, plugging and abandonment, secondary and tertiary recovery, and remediation activities.

.(b) An oil and gas operation is subject to the exclusive jurisdiction of this state. Except as provided by Subsection (c), a municipality or other political subdivision may not enact or enforce an ordinance or other measure, or an amendment or revision of an ordinance or other measure, that bans, limits, or otherwise regulates an oil and gas operation within the boundaries or extraterritorial jurisdiction of the municipality or political subdivision.

.(c) The authority of a municipality or other political subdivision to regulate an oil and gas operation is expressly preempted, except that a municipality may enact, amend, or enforce an ordinance or other measure that:

.(1) regulates only aboveground activity related to an oil and gas operation that occurs at or above the surface of the ground, including a regulation governing fire and emergency response, traffic, lights, or noise, or imposing notice or reasonable setback requirements;

.(2) is commercially reasonable;

.(3) does not effectively prohibit an oil and gas operation conducted by a reasonably prudent operator; and

.(4) is not otherwise preempted by state or federal law.

.(d) An ordinance or other measure is considered prima facie to be commercially reasonable if the ordinance or other measure has been in effect for at least five years and has allowed the oil and gas operations at issue to continue during that period.

SECTION 3. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2015.

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Speaker of the House

I certify that H.B. No. 40 was passed by the House on April 20, 2015, by the following vote: Yeas 125, Nays 20, 1 present, not voting.

\_\_\_\_\_  
Chief Clerk of the House

I certify that H.B. No. 40 was passed by the Senate on May 4, 2015, by the following vote: Yeas 24, Nays 7.

\_\_\_\_\_  
Secretary of the Senate

APPROVED: \_\_\_\_\_  
Date

\_\_\_\_\_  
Governor



## NOTES:

- MASONRY WALL TO BE USED TO SCREEN BOSS RANGE ROAD AND FARM TO MARKET HIGHWAY
- TUBULAR STEEL FENCE TO BE USED WHERE SHOWN ON PLAN ABOVE.
- CEDAR FENCE TO BE USED WHERE SHOWN ON PLAN ABOVE. ADDITIONALLY TO BE USED BETWEEN LOTS ON THE SIDE AND REAR YARDS.
- LOTS ADJACENT TO GAS WELL LOCATION SHALL HAVE OPTION TO BUILD 6' OR 8' CEDAR FENCE WHERE LOT ABUTS WELL SITE






GOODWIN & MARSHALL  
CIVIL ENGINEERS - PLANNERS - SURVEYORS  
FORT WORTH - FORT WORTH - MEADOWS - DALLAS



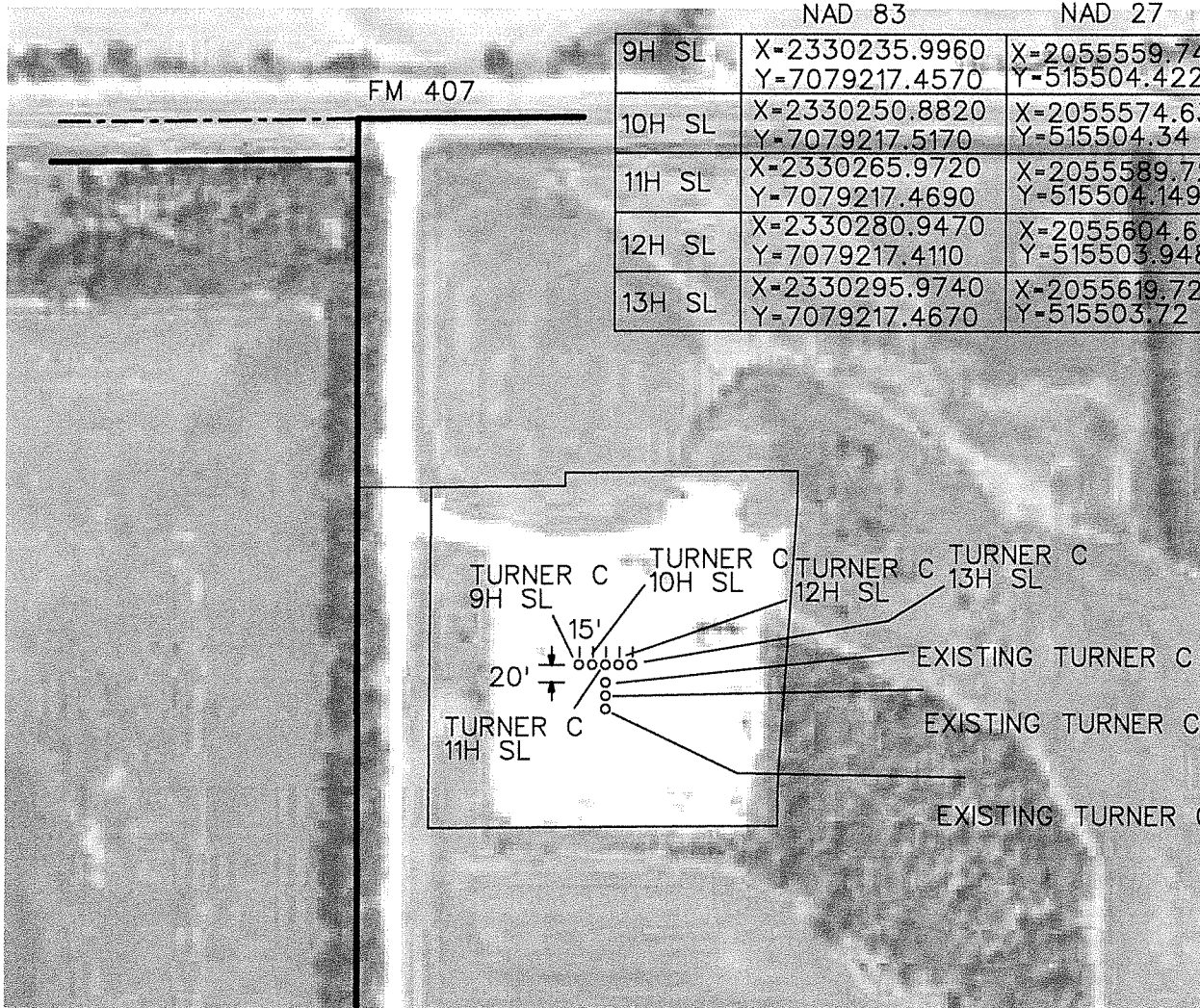


NOTES:  
1. U.S. STATE PLANE 1983 NCT ZONE 4202, NAD 83,  
GEOID 12A (CONUS), NAVD 1988.

# LEGEND

 SURVEY LINE  
 LEASE LINE  
 TRACT LINE

## TURNER C



	NAD 83	NAD 27
9H SL	X=2330235.9960 Y=7079217.4570	X=2055559.748 Y=515504.422
10H SL	X=2330250.8820 Y=7079217.5170	X=2055574.634 Y=515504.34
11H SL	X=2330265.9720 Y=7079217.4690	X=2055589.723 Y=515504.149
12H SL	X=2330280.9470 Y=7079217.4110	X=2055604.697 Y=515503.948
13H SL	X=2330295.9740 Y=7079217.4670	X=2055619.72 Y=515503.72



200 0 200 FEET

SCALE: 1" = 200'

## STAKE TURNER C WELLS

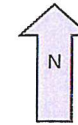
W. CABLE SURVEY, A-285  
DENTON COUNTY, TEXAS  
FOR BEDROCK ENERGY PARTNERS

SWAIM ENGINEERING AND SURVEYING  
506 N. MASON STREET  
BOWIE, TEXAS 76230  
PH 940 872-2121, 940 872-5075;  
FAX 940 872-4079

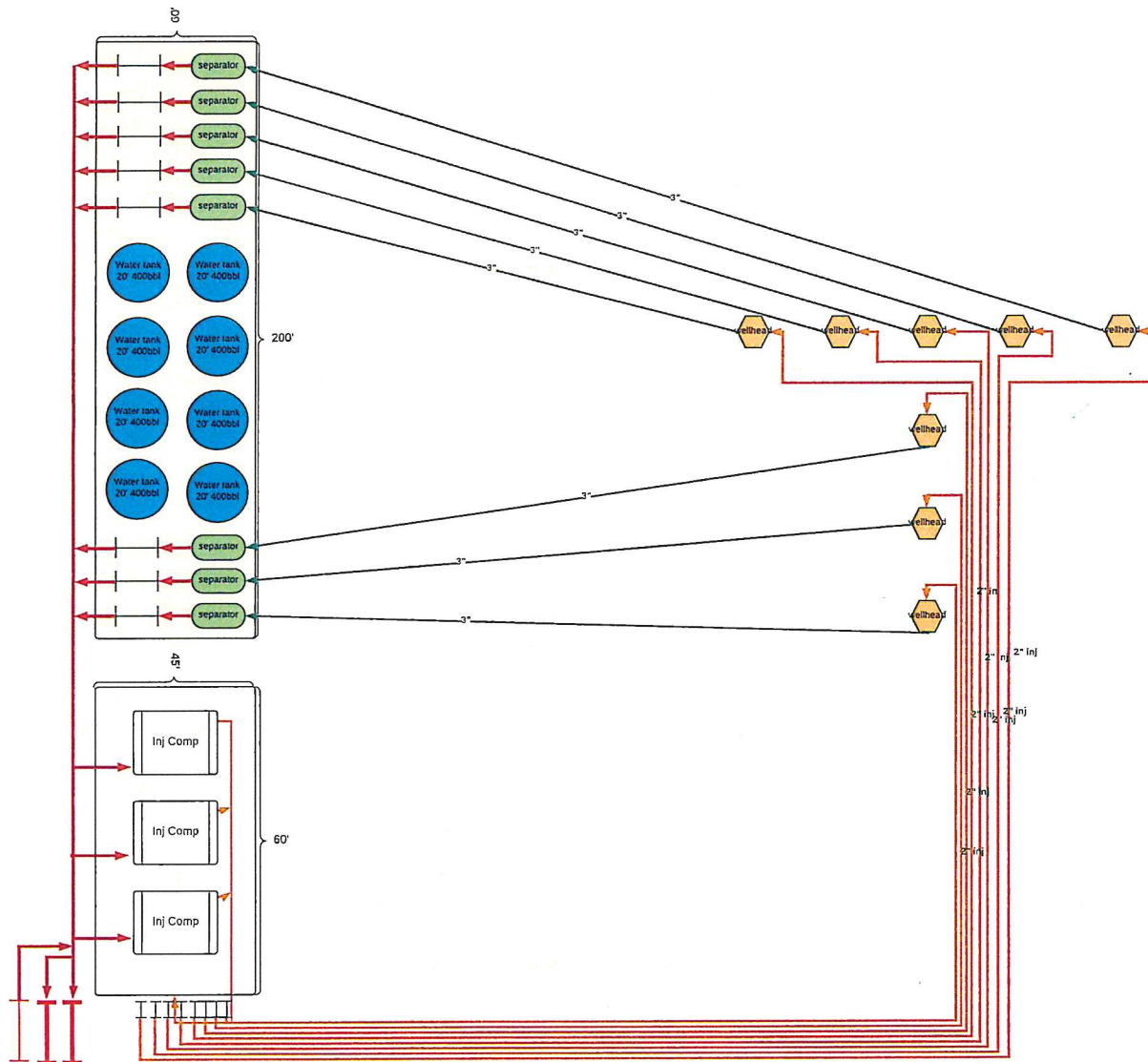
DRAWN: 05-24-22  
SHEET STAKE TURNER C WELLS.DGN

JOB NO. 22058

**Turner C Pad**  
Bedrock EP  
Bridgeport, Tx



3" Green- wet gas  
Red- sales gas  
2" Orange- injection gas  
Blue- water  
Tan- lined containment





# Turner C Well Layout & 200' Radius Current View

City of Justin, Denton County, TX

## Legend

- 8' Tank
- Feature 2
- Inj Comp
- Inj Line 2"
- Layout Facility Perimeter
- Sales Line
- Separator
- Turner 9,10,11,12,13 Wells
- Turner Well Pad Perimeter
- 10H 200'
- 11H 200'
- 12H 200'
- 13H 200'
- 9H 200'

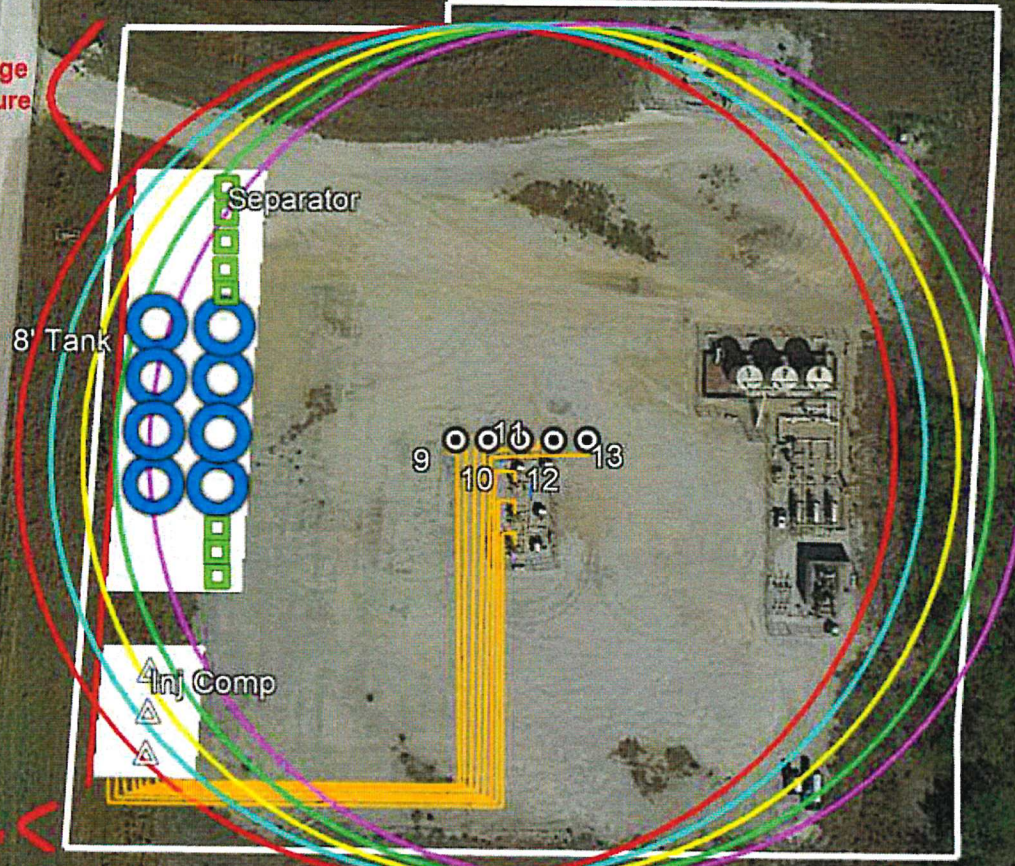




# Turner C Well Layout & 200' Radius w/ Future Development

City of Justin, Denton County, TX

70' from N Pad edge  
to Facility Enclosure



## Legend

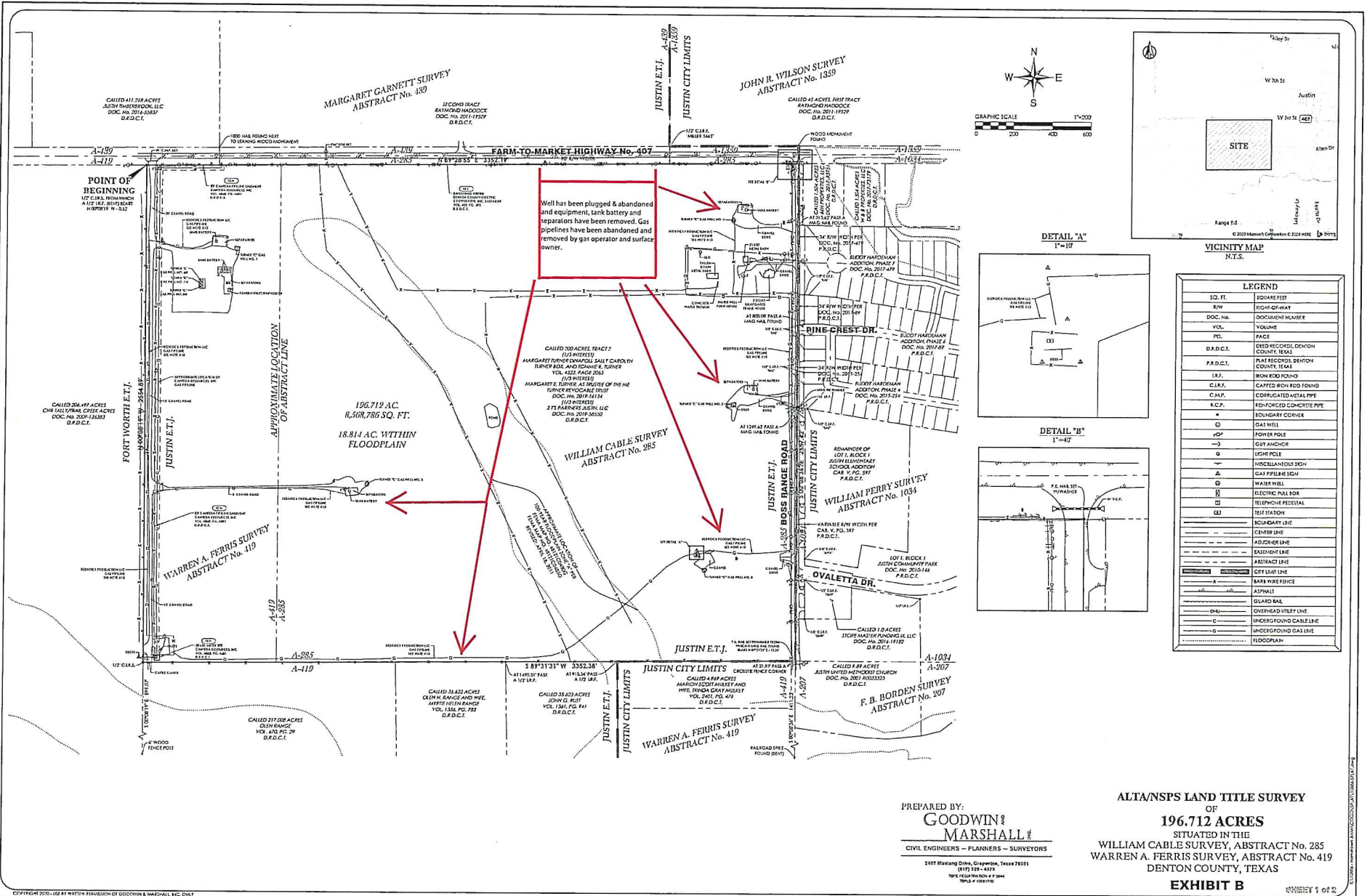
- 8' Tank
- Feature 2
- Inj Comp
- Inj Line 2"
- Layout Facility Perimeter
- Sales Line
- Separator
- Turner 9,10,11,12,13 Wells
- Turner Well Pad Perimeter
- 10H 200'
- 11H 200'
- 12H 200'
- 13H 200'
- 9H 200'

Google Earth

300 ft







LEGEND	
SQ. FT.	SQUARE FEET
R/W	RIGHT-OF-WAY
DOC. NO.	DOCUMENT NUMBER
VOL.	VOLUME
P.C.	PIECE
D.R.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
L.R.F.	IRON ROD FOUND
C.R.F.	CRAFTED IRON ROD FOUND
E.A.P.	COFFINGATED METAL PIPE
R.C.P.	RIG-FORCED CONCRETE PIPE
*	BOUNDARY CORNER
○	GAS WELL
○*	POWER POLE
—J—	GUT ANCHOR
—	LIGHT POLE
—	WISCONSIN-AROUND BORN
△	GAS PIPE LINE SIGN
○	WATER WELL
□	ELECTRIC PULL BOX
□	TELEPHONE FEEDER
□	TEST STATION
—	BOUNDARY LINE
—	CENTER LINE
—	ADJACENT LINE
—	EASEMENT LINE
—	ABSTRACT LINE
—	CITY LIMIT LINE
—	RAIL FENCE
—	ADJUTANT
—	RAILROAD
—	OVERHEAD UTILITY LINE
—	UNDERGROUND CABLE LINE
—	UNDERGROUND GAS LINE
—	FLOODPLAIN

PREPARED BY:  
**GOODWIN!**  
**MARSHALL**  
CIVIL ENGINEERS - PLANNERS - SURVEYORS

2025 Mustang Drive, G. Springtown, Texas 76081  
(817) 528-4579  
10% REGISTRATION FEE  
10% FEE FOR REVISIONS

ALTA/NSPS LAND TITLE SURVEY  
OF  
**196.712 ACRES**  
SITUATED IN THE  
WILLIAM CABLE SURVEY, ABSTRACT No. 285  
WARREN A. FERRIS SURVEY, ABSTRACT No. 419  
DENTON COUNTY, TEXAS

**EXHIBIT B** SHEET 1 OF 2

43. That certain lot, hereinafter "Parcel of land," situated in a portion of the Wilson Cadeby Survey, Abstract No. 285, the main A, Part of Survey, Abstract No. 141, Denton County, Texas, being part of that certain closed 200 acre tract described as Tract 2 in a deed in Margaret Turner Dillhoff, Sable Carolyn Turner, Ben, and Emma E. Turner records in volume 4552, Page 204 (as in 1/3 interest), a deed of Margaret E. Turner, as Innee of the ABE Turner Revocable Trust recorded in Document No. 2219-16134 (as in 1/3 interest), in deed 23-1 Partners Unit, [IC recorded in Document No. 2219-34550 (as in 1/3 interest), of the Dead Records of Denton County, Texas [DADCT], and being more completely described as follows, to-wit:

BEGINNING of a 1/2" coppered iron nail set stamped "GOODWIN & MARSHALL" for the Northwest corner of a c.1900 2nd floor east tract described in a deed to C.N.T. "Jeffrey Creek Acres" recorded in Document No. 2004-136363 (080CT), being in the South half of the lot of Farm-estate Highway No. 407 (1914 old road line), and being in the West line of said 200 acre tract, from which a 1/2" iron rod found [redacted] bears North 90 deg. 00 min. 19 sec. West -0.32 feet;

THENCE North 60 deg. 29 min. 55 sec. East departing post West line and continue along said South road-way line, a distance of 3,332.19 feet to a P.N. nail with washer stamped "GOODWIN & MARSHALL" in the East line of said 200 acre tract, said post being in the Box Ringer Road.

[illegible][illegible]

THENCE North 00 deg. 05 min. 19 sec. West along the West line of Old 200 acre tract and the East line of Old 204.477 acre tract, a distance of 2,334.29 feet to the POINT OF BEGINNING, containing 8,518.784 square feet or 194.712 acres of land, more or less.

**RECORDS**  
151. General(s) and Agent(s) beneficial thereto, as granted in a document;  
Granted for: Denton County Electric Cooperative, Inc.  
Purpose: As provided in said document  
Recording Date: December 1, 1958  
Recording No.: Volume 472 Page 595, Real Property Records  
Denton County, Texas  
Affect: as therein described  
(BOOKING PERTAINS TO ELECTRIC LINES WITHIN 2 FEET OF THE NORTH PROPERTY LINE AND LYING WITHIN THE  
WILLIAM CABLE SURVEY.)

16. foreman (1) and (2) is incidental thereto, as granted in a document:  
 Granted to: Shelco Refining Company  
 Purpose: As provided in said document  
 Recording Date: June 1, 1919  
 Recording No.: Volume 347, Page 262, Real Property Records,  
Denton County, Texas  
 Affects: as therein described  
 (THE EASEMENT IS BLANKET IN NATURE AND ONLY PERTAINS TO THE PORTION OF THE EASEMENT THAT LIES

10A. Foreclosure(s) and right incidental thereto, as granted in a document:  
 Granted to: Corliss Resources, Inc.  
 Purpose: As provided in said document  
 Recording Date: June 28, 2001  
 Recording Year: Volume 48A, Page 4481, Real Property Records,  
 DeKalb County, Georgia  
 Affect: on therein described  
 (S)HOWING

101. Leave for each Enfrte, of gas or other mineral, together with rights the said Phoenix, dated January 2, 2000, by and between Margaret Elizabeth Onizcol, as Lessor, and Greg D. Arndt, as Lessee, recorded February 2, 2000 of Volume 4516, Page 1822 of the Official Records of Denton County, Texas. Reference to which instrument is here made for particulars, no further search of file has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

**[THE PROPERTY DESCRIBED IN THIS DOCUMENT IS NOT PART OF THIS SURVEY]**

10). Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated January 2, 2000, by and between Tommie Rose Turner, Jr., as lessor, and Greg D. Borsley, as lessee, recorded February 2, 2000 of Volume 4161, Page 1627, in the Office of Records of Barren County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

**[THE PROPERTY DESCRIBED IN THIS DOCUMENT IS A PART OF THIS SURVEY.]**

101. I agree for coal, lignite, oil, gas or other minerals, together with rights incident thereto, added January 2, 2003, by and between 2003 Carolyn Bess, and 2003 Tunnel Bore, as lessor, and Greg D. Brinkley, as lessee, recorded February 2, 2003 of Volume 431, Page 1837 of the Griddle Rock Records of Denton County, Texas. Reference to which instrument I have made for particulars, the further search of file has been made as to the [initials] evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

(THE PROPERTY DESCRIBED IN THIS DOCUMENT IS NOT A PART OF THIS SURVEY.)

**Bearings** are referenced to True or Magnetic Plane Coordinate System, North Carolina State (NCS) North American Datum of 1983 as derived from GPS observations. The planned scale factor shall be 0.999999763 based on mean ground elevation at distance used to derive said value relative to NAD 83 plane.

**According to the Flood Insurance Rate Map (FIRM)**, panel F1-1C(4)(G), effective April 18, 2011 and panel F1-1C(4)(B)(3), effective April 18, 2011, the survey is located in those insurance locations shown on the map(s). The area covered by the flood hazard zone includes "unshaded areas and Zone A," being defined as areas with no base flood elevation determined. Approximate location of floodplain analysis boundary lies as shown on the survey.

All TBM's have been set with yellow plastic caps stamped "Goodwin & Washett unless otherwise noted."

This report does not constitute the work of a surveyor. All information regarding recording, obligations, conditions and other documents which might affect the quality of this report were obtained from what was claimed to be a letter transmitted by Commenced at May 2, 2010 and issued August 20, 2010. Commitment No. 2205062000129 with an effective date of July 2, 2010 and issued August 20, 2010.

5. This ALTA/HSPS Land Use Survey was prepared specifically for the use of the parties named in the certification and their representatives. Use of this survey is not allowed by others unless expressly permitted in writing in advance by Goodwin and Marshall, Inc. Goodwin and Marshall, Inc., shall have no liability for any unauthorized use of this information without their prior written consent.

6. The word "RISK" or "CERTIFICATE" is an expression of professional opinion regarding the facts of the survey and does not constitute a guarantee, express or implied.

7. Ownership information shown herein was obtained from the Denton County Central Appraisal District's website and may be inaccurate or obsolete.

9. The legal description shown here is a portion of the real estate recorded in Vol. 4522, Pg. 20033, Dec. No. 2019-18734, and Dec. No. 2019-26510, D.R.C.C.

10. Relative to ALTA/NPS Table "A" Item No. 18, the Surveyor did not notice any recent earth moving work, building construction, or building additions of the time of survey.

12. Relative to AIA/HNPE Table "A" Item No. 18, no observed markers of wetland delineation were found on the subject farm at time of survey.

F3. Approximate location of gas pipeline based on GIS files provided by Bechtel Production, LLC.

TO: Commonwealth Land Tide Insurance Company  
R&P Justin 198 LLC, a Texas limited liability company  
Margaret E. Turner, as Trustee of the ME Turner Revocable Trust  
Sally Carolyn Turner Box  
3 Ft Partners Justin, LLC

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2018 minimum standard detail requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 3, 4, 8, 11 (visible utilities only), 12, 16, 17, 18, and 20 of Table A thereof. The field work was

John N. Rogers  
Registered Professional Land Survey No. 6372  
Goodwin & Marshall, Inc.  
2405 Mustang Drive  
Grapevine, Texas 76051  
Metro (817) 329-4373  
18F45 firm No. 10021720

PRELIMINARY, this document shall not be recorded for any purpose and shall not be used or viewed relied upon as a final survey document.  
Issued for review  
6/11/2020 12:36 PM

**ALTA/NSPS LAND TITLE SURVEY**  
OF  
**196.712 ACRES**  
SITUATED IN THE  
WILLIAM CABLE SURVEY, ABSTRACT No. 285  
WARREN A. FERRIS SURVEY, ABSTRACT No. 419  
DENTON COUNTY, TEXAS

PREPARED BY:  
GOODWIN &  
MARSHALL &  
CIVIL ENGINEERS - PLANNERS - SURVEYORS

Surface Owner  
contact information

- Bloomfield Homes, LP
  - 1050 E State Highway 114, STE 210  
Southlake, TX 76092-5255  
(972) 877-1508
- Raymond A. and Elsie Lou Haddock
  - 10520 FM 407  
Justin, TX 76247-4411  
(Both are deceased)
- CNR Tally/Trail Creek Acres
  - 2109 Winthrop Hill Rd  
Argyle, TX 76226-2103
- Justin 197 Partners, LP
  - 5055 Keller Springs Rd., STE 500  
Addison, TX 75001-6220



# 1000' Radius of Turner 9H-13H

Surface Owner Plat

Additional owner information  
found on the attached Exhibit "A"

## Legend

- 10H 1000' Radius
- 11H 1000' Radius
- 12H 1000' Radius
- 13H 1000' Radius
- 9H 1000' Radius

BLOOMFIELD  
HOMES, LP

RAYMOND A. AND  
ELSIE LOU HADDOCK

407

CNR TALLY/  
TRAIL CREEK ACRES

JUSTIN 197  
PARTNERS, LP

Google Earth

1000 ft





## **CITY OF JUSTIN GAS WELL PERMIT CHECKLIST ITEM 5 (SEC. 32-49, c, 4)**

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Bedrock Production, LLC ( “Bedrock”) has employed the services of a drilling contractor, Mark Prestridge, (the “Contractor”) to oversee the drilling of any wells contemplated within this Special Use Permit and future Gas Well Permits (collectively “the Permits”) that will be presented to the P&Z Board and City Council Members. Bedrock has not contracted a rig at this time to commence any drilling on this property and will not do so until all proper authorities have accepted and granted the Permits.

Bedrock’s Contractor is unable to provide a true route as requested as this time for two (2) reasons.

1. We do not have a rig contracted and therefore are unable to give the Board or the City Council a real description of where the rig will actually come from. The rig could be coming in from Oklahoma, South Texas, West Texas or Possibly in the Fort Worth Basin area. Due to the uncertainty of where the rig will be directed from we are unable to determine a true route to our location at this time.
2. Any rig company that is to be employed by Bedrock prior mobilization, is required to contact the Texas Department of Transportation (“TXDOT”). It is with TXDOT that the rig company is required to coordinate a route to get the rig from the point it will be coming from to the end point. The end point here being our lease also called the Turner Lease.

Bedrock will be sure to notify the City of Justin as soon as a rig contract has been signed and the route the rig will be taking as soon as TXDOT has furnished the preferred/required route that will laid out for Bedrock.

**RAILROAD COMMISSION OF TEXAS**  
**OIL & GAS DIVISION**

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 880331	DATE PERMIT ISSUED OR AMENDED May 25, 2022	DISTRICT 09															
API NUMBER 42-121-34605	FORM W-1 RECEIVED May 19, 2022	COUNTY DENTON															
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 524.12															
OPERATOR BEDROCK PRODUCTION, LLC 820 GESSNER STE 1100 HOUSTON, TX 77024-0000		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No: (940) 723-2153															
LEASE NAME TURNER C (AW)		WELL NUMBER 9H															
LOCATION 1.3 miles W direction from JUSTIN		TOTAL DEPTH 9000															
Section, Block and/or Survey SECTION ⚡ BLOCK ⚡ ABSTRACT ⚡ 419 SURVEY ⚡ FERRIS, W A																	
DISTANCE TO SURVEY LINES 486 ft. EAST 616 ft. NORTH		DISTANCE TO NEAREST LEASE LINE ft.															
DISTANCE TO LEASE LINES 486 ft. EAST 616 ft. NORTH		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below															
FIELD(s) and LIMITATIONS:  <p align="center">** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(B) ** CASE NO. 0335118</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">FIELD NAME LEASE NAME</th> <th style="text-align: center;">ACRES NEAREST LEASE</th> <th style="text-align: center;">DEPTH</th> <th style="text-align: center;">WELL # NEAREST WE</th> <th style="text-align: center;">DIST</th> </tr> </thead> <tbody> <tr> <td>** NEWARK, EAST (BARNETT SHALE) TURNER C (AW)</td> <td style="text-align: center;">524.12</td> <td style="text-align: center;">7,500</td> <td style="text-align: center;">9H</td> <td style="text-align: center;">09</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: center;">1</td> <td></td> </tr> </tbody> </table> <hr/> WELLBORE PROFILE(s) FOR FIELD: Horizontal			FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH	WELL # NEAREST WE	DIST	** NEWARK, EAST (BARNETT SHALE) TURNER C (AW)	524.12	7,500	9H	09				1	
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH	WELL # NEAREST WE	DIST													
** NEWARK, EAST (BARNETT SHALE) TURNER C (AW)	524.12	7,500	9H	09													
			1														
RESTRICTIONS: Permitted for gas only. Lateral: TH1 Penetration Point Location Lease Lines: 1184.0 F E L 100.0 F N L  Terminus Location BH County: DENTON Section: Block: Abstract: 993 Survey: POLK, M Lease Lines: 853.0 F E L 240.0 F S L Survey Lines: 1786.0 F W L 3137.0 F N L																	
'***' PRECEDING FIELD NAME INDICATES RULE (R37)																	
<p align="center">THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS</p> <p>This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.</p>																	

**RAILROAD COMMISSION OF TEXAS**  
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 880331	DATE PERMIT ISSUED OR AMENDED May 25, 2022	DISTRICT 09
API NUMBER 42-121-34605	FORM W-1 RECEIVED May 19, 2022	COUNTY DENTON
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 524.12
OPERATOR BEDROCK PRODUCTION, LLC 820 GESSNER STE 1100 HOUSTON, TX 77024-0000		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No: (940) 723-2153
LEASE NAME TURNER C (AW)		WELL NUMBER 9H
LOCATION 1.3 miles W direction from JUSTIN		TOTAL DEPTH 9000
Section, Block and/or Survey SECTION ⚡ BLOCK ⚡ ABSTRACT ⚡ 419 SURVEY ⚡ FERRIS, W A		
DISTANCE TO SURVEY LINES 486 ft. EAST 616 ft. NORTH		DISTANCE TO NEAREST LEASE LINE ft.
DISTANCE TO LEASE LINES 486 ft. EAST 616 ft. NORTH		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS:  <p align="center">** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(B) ** CASE NO. 0335118</p>		
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST WE
This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.		

**RAILROAD COMMISSION OF TEXAS  
OIL & GAS DIVISION  
SWR #13 Formation Data**

**DENTON (121) County**

Formation	Remarks	Geological Order	Effective Date
JOHNSON		1	12/17/2013
"GAS LIGHT" GAS ZONE	Krum area, 4 mi. radius North of FM 1173	2	12/17/2013
UNDETERMINED	gas producing zones	3	12/17/2013
STRAWN		4	12/17/2013
CADDO		5	12/17/2013
ATOKA		6	12/17/2013
MARBLE FALLS		7	12/17/2013
CONGLOMERATE		8	12/17/2013
FORESTBERG		9	12/17/2013
BARNETT SHALE		10	12/17/2013
VIOLA LIME		11	12/17/2013
ELLENBURGER		12	12/17/2013

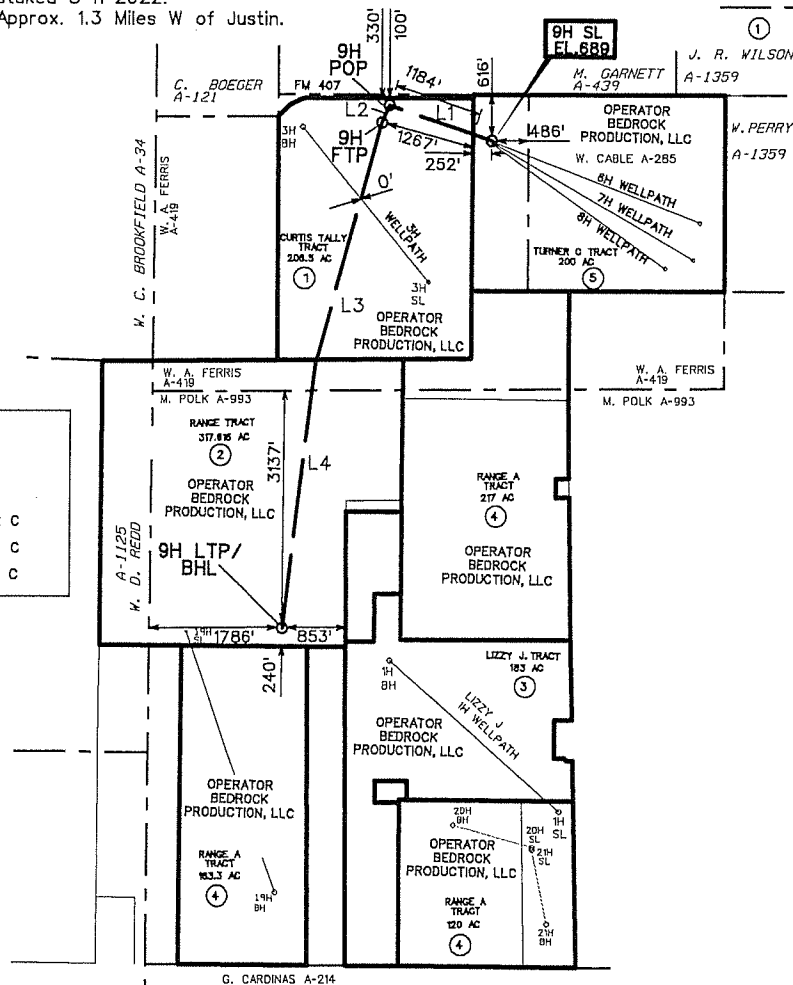
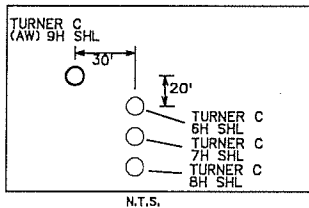
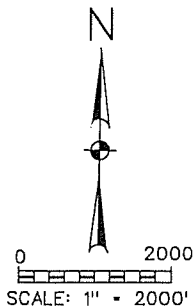
The above list may not be all inclusive, and may also include formations that do not intersect all wellbores. The listing order of the Formation information reflects the general stratigraphic order and relative geologic age. This is a dynamic list subject to updates and revisions. It is the operator's responsibility to make sure that at the time of spudding the well the most current list is being referenced. Refer to the RRC website at the following address for the most recent information.  
<http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info>

# NOTES:

1. U.S. State Plane 1927 NCT Zone 4202, NAD 27, Geoid 12A (Conus), NAVD 1988.
2. Turner C (AW) 9H SL staked 5-11-2022.
3. Turner C (AW) 9H SL Approx. 1.3 Miles W of Justin.

## LEGEND

- Lease Line
- Survey Line
- ① Tract Number



### TURNER C (AW) 9H WELL PATH

LINE	AZIMUTH	DISTANCE
L1	288.875°	1450'
L2	204.28°	252'
L3	195.351°	3321'
L4	186.975°	3501'
TOTAL		8524'

### TURNER C (AW) 9H

TRACT	ACREAGE	LATERAL PASSAGE
1	206.5	3256'
2	317.616	3570'
TOTAL	524.116	6826'

### TURNER C (AW) 9H (NAD 27)

9H SL	252' FWL & 616' FNL OF LEASE 486' FEL & 616' FNL SURVEY A-419 N-515504 E-2055560 Lat. = 33.083537° N Long. = 97.318600° W
9H POP	1184' FEL & 100' FNL OF LEASE N-515973 E-2054188 Lat. = 33.084833° N Long. = 97.323077° W
9H FTP	1267' FEL & 330' FNL OF LEASE N-515743 E-2054084 Lat. = 33.084200° N Long. = 97.323417° W
9H LTP	853' FEL & 240' FSL OF LEASE N-509066 E-2052780 Lat. = 33.065853° N Long. = 97.327710° W
9H BHL	853' FEL & 240' FSL OF LEASE 1786' FWL & 3137' FNL OF SURVEY A-993 N-509066 E-2052780 Lat. = 33.065853° N Long. = 97.327710° W

### PERMIT PLAT TURNER C (AW) 9H WELL

W.A.FERRIS SURVEY, ABSTRACT 419,  
W.CABLE SURVEY, ABSTRACT 285  
M.POLK SURVEY, ABSTRACT 993  
W.D.REDD SURVEY, ABSTRACT 1125  
DENTON COUNTY, TEXAS  
FOR BEDROCK PRODUCTION, LLC.

SWAIM ENGINEERING AND SURVEYING  
506 N. MASON STREET  
BOWIE, TEXAS 76230  
Ph 940 872-2121; 940 872-5075;  
Fax 940 872-4079

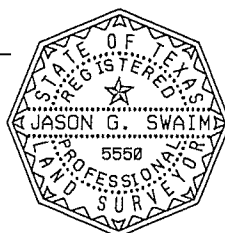
DRAWN: 05-18-22  
TURNER C (AW) 9H-PP 27-2.DGN

Job No. 22058

### Surveyor Certificate:

This plat represents an actual survey made on the ground under my supervision on , 2022, and is true and correct to the best of my knowledge.

Jason G. Swaim  
Registered Professional Land Surveyor  
No. 5550, State of Texas



**RAILROAD COMMISSION OF TEXAS**  
**OIL & GAS DIVISION**

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER <b>880342</b>	DATE PERMIT ISSUED OR AMENDED <b>May 26, 2022</b>	DISTRICT <b>09</b>															
API NUMBER <b>42-121-34606</b>	FORM W-1 RECEIVED <b>May 19, 2022</b>	COUNTY <b>DENTON</b>															
TYPE OF OPERATION <b>NEW DRILL</b>	WELLBORE PROFILE(S) <b>Horizontal</b>	ACRES <b>889.8</b>															
OPERATOR <b>BEDROCK PRODUCTION, LLC</b> <b>820 GESSNER STE 1100</b> <b>HOUSTON, TX 77024-0000</b>		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. <b>District Office Telephone No:</b> <b>(940) 723-2153</b>															
LEASE NAME <b>TURNER C (AW)</b>		WELL NUMBER <b>10H</b>															
LOCATION <b>1.3 miles W direction from JUSTIN</b>		TOTAL DEPTH <b>9000</b>															
Section, Block and/or Survey SECTION <b>4</b> BLOCK <b>4</b> ABSTRACT <b>419</b> SURVEY <b>FERRIS, W A</b>																	
DISTANCE TO SURVEY LINES <b>471 ft. EAST 616 ft. NORTH</b>		DISTANCE TO NEAREST LEASE LINE <b>ft.</b>															
DISTANCE TO LEASE LINES <b>471 ft. EAST 616 ft. NORTH</b>		DISTANCE TO NEAREST WELL ON LEASE <b>See FIELD(s) Below</b>															
FIELD(s) and LIMITATIONS:  <p align="center"><b>** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(B) **</b> <b>CASE NO. 0335137</b></p> <table border="0" style="width:100%;"> <thead> <tr> <th style="text-align:left;">FIELD NAME LEASE NAME</th> <th style="text-align:right;">ACRES NEAREST LEASE</th> <th style="text-align:right;">DEPTH NEAREST WE</th> <th style="text-align:right;">WELL # NEAREST WE</th> <th style="text-align:right;">DIST</th> </tr> </thead> <tbody> <tr> <td><b>** NEWARK, EAST (BARNETT SHALE)</b></td> <td style="text-align:right;"><b>889.80</b></td> <td style="text-align:right;"><b>7,500</b></td> <td style="text-align:right;"><b>10H</b></td> <td style="text-align:right;"><b>09</b></td> </tr> <tr> <td><b>TURNER C (AW)</b></td> <td></td> <td></td> <td style="text-align:right;"><b>1</b></td> <td></td> </tr> </tbody> </table> <p>-----</p> <p>WELLBORE PROFILE(s) FOR FIELD: <b>Horizontal</b></p> <p>-----</p> <p>RESTRICTIONS: Tract 4 is non-contiguous. All acreage assigned to this well, from this tract, must be contiguous. Although production from this well only exists in the northern part of tract 4, the full acreage is ok to use. However, acreage may only be assigned to this well from the northern portion of tract 4. Permitted for gas only. Lateral: TH1 Penetration Point Location Lease Lines: 607.0 F E L 100.0 F N L Terminus Location BH County: DENTON Section: Block: Abstract: 993 Survey: POLK, M Lease Lines: 902.0 F W L 345.0 F S L Survey Lines: 3563.0 F W L 2776.0 F S L</p> <p align="center"><b>' ** ' PRECEDING FIELD NAME INDICATES RULE (R37)</b></p> <p align="center"><b>THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS</b></p>			FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST WE	WELL # NEAREST WE	DIST	<b>** NEWARK, EAST (BARNETT SHALE)</b>	<b>889.80</b>	<b>7,500</b>	<b>10H</b>	<b>09</b>	<b>TURNER C (AW)</b>			<b>1</b>	
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST WE	WELL # NEAREST WE	DIST													
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**RAILROAD COMMISSION OF TEXAS**  
**OIL & GAS DIVISION**

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER <b>880342</b>	DATE PERMIT ISSUED OR AMENDED <b>May 26, 2022</b>	DISTRICT <b>09</b>										
API NUMBER <b>42-121-34606</b>	FORM W-1 RECEIVED <b>May 19, 2022</b>	COUNTY <b>DENTON</b>										
TYPE OF OPERATION <b>NEW DRILL</b>	WELLBORE PROFILE(S) <b>Horizontal</b>	ACRES <b>889.8</b>										
OPERATOR <b>BEDROCK PRODUCTION, LLC</b> <b>820 GESSNER STE 1100</b> <b>HOUSTON, TX 77024-0000</b>		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. <b>District Office Telephone No:</b> <b>(940) 723-2153</b>										
LEASE NAME <b>TURNER C (AW)</b>		WELL NUMBER <b>10H</b>										
LOCATION <b>1.3 miles W direction from JUSTIN</b>		TOTAL DEPTH <b>9000</b>										
Section, Block and/or Survey SECTION  BLOCK  ABSTRACT <b>419</b> SURVEY <b>FERRIS, W A</b>												
DISTANCE TO SURVEY LINES <b>471 ft. EAST 616 ft. NORTH</b>		DISTANCE TO NEAREST LEASE LINE <b>ft.</b>										
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LEASE NAME	NEAREST LEASE		NEAREST WE									

**RAILROAD COMMISSION OF TEXAS  
OIL & GAS DIVISION  
SWR #13 Formation Data**

**DENTON (121) County**

Formation	Remarks	Geological Order	Effective Date
JOHNSON		1	12/17/2013
"GAS LIGHT" GAS ZONE	Krum area, 4 mi. radius North of FM 1173	2	12/17/2013
UNDETERMINED	gas producing zones	3	12/17/2013
STRAWN		4	12/17/2013
CADDO		5	12/17/2013
ATOKA		6	12/17/2013
MARBLE FALLS		7	12/17/2013
CONGLOMERATE		8	12/17/2013
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<http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info>

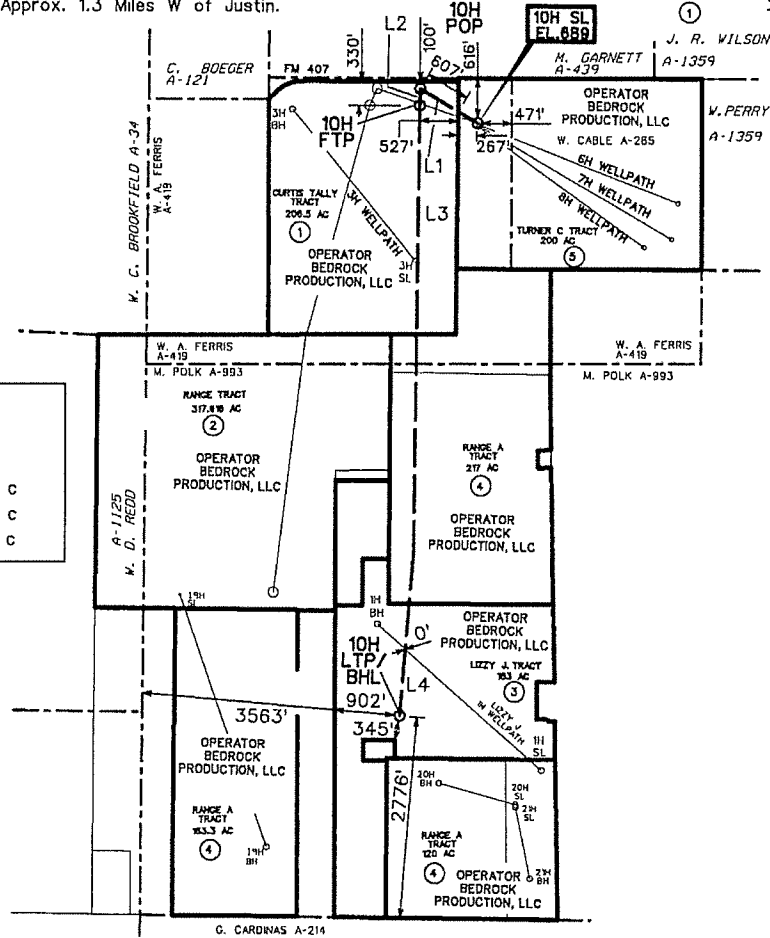
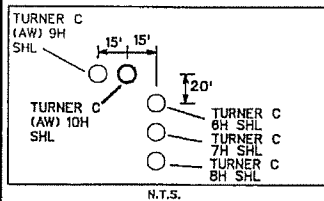
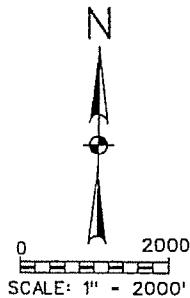


**NOTES:**

1. U.S. State Plane 1927 NCT Zone 4202, NAD 27, Geoid 12A (Conus), NAVD 1988.
2. Turner C (AW) 10H SL staked 5-11-2022.
3. Turner C (AW) 10H SL Approx. 1.3 Miles W of Justin.

**LEGEND**

Lease Line  
Survey Line  
Tract Number



**TURNER C (AW) 10H  
WELL PATH**

LINE	AZIMUTH	DISTANCE
L1	300.862°	916'
L2	181.613°	230'
L3	180.565°	6125'
L4	184.756°	2242'
TOTAL		9513'

**TURNER C (AW) 10H**

TRACT	ACREAGE	LATERAL PASSAGE
1	206.5	3127'
4	500.3	3704'
3	183	1536'
TOTAL	889.8	8367'

**TURNER C (AW) 10H  
(NAD 27)**

10H SL	267' FWL & 616' FNL OF LEASE 471' FEL & 616' FNL SURVEY A-419 N-515504 E-2055575 Lat. - 33.083537° N Long. - 97.318551° W
10H POP	607' FEL & 100' FNL OF LEASE N-515974 E-2054788 Lat. - 33.084833° N Long. - 97.321116° W
10H FTP	527' FEL & 330' FNL OF LEASE N-515744 E-2054782 Lat. - 33.084201° N Long. - 97.321139° W
10H LTP	902' FWL & 345' FSL OF LEASE N-507386 E-2054535 Lat. - 33.061227° N Long. - 97.321990° W
10H BHL	902' FWL & 345' FSL OF LEASE 3563' FWL & 2776' FSL OF SURVEY A-993 N-507386 E-2054535 Lat. - 33.061227° N Long. - 97.321990° W

**PERMIT PLAT  
TURNER C  
(AW) 10H WELL**

W.A.FERRIS SURVEY, ABSTRACT 419,  
W.CABLE SURVEY, ABSTRACT 285  
M.POLK SURVEY, ABSTRACT 993  
W.D.REDD SURVEY, ABSTRACT 1125  
DENTON COUNTY, TEXAS  
FOR BEDROCK PRODUCTION, LLC.

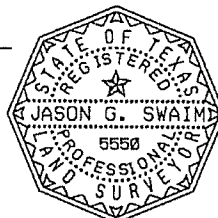
SWAIM ENGINEERING AND SURVEYING  
506 N. MASON STREET  
BOWIE, TEXAS 76230  
Ph 940 872-2121; 940 872-5075;  
Fax 940 872-4079

DRAWN: 05-19-22  
TURNER C (AW) 10H-PP 27-3.DGN Job No. 22058

**Surveyor Certificate:**

This plat represents an actual survey made on the ground under my supervision on 5-11 2022, and is true and correct to the best of my knowledge.

Jason G. Swaim  
Registered Professional Land Surveyor  
No. 5550, State of Texas







**RAILROAD COMMISSION OF TEXAS**  
**OIL & GAS DIVISION**

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER <b>880343</b>	DATE PERMIT ISSUED OR AMENDED <b>May 26, 2022</b>	DISTRICT <b>09</b>															
API NUMBER <b>42-121-34607</b>	FORM W-1 RECEIVED <b>May 19, 2022</b>	COUNTY <b>DENTON</b>															
TYPE OF OPERATION <b>NEW DRILL</b>	WELLBORE PROFILE(S) <b>Horizontal</b>	ACRES <b>889.8</b>															
OPERATOR <b>BEDROCK PRODUCTION, LLC</b> <b>820 GESSNER STE 1100</b> <b>HOUSTON, TX 77024-0000</b>		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. <b>District Office Telephone No:</b> <b>(940) 723-2153</b>															
LEASE NAME <b>TURNER C (AW)</b>		WELL NUMBER <b>11H</b>															
LOCATION <b>1.3 miles W direction from JUSTIN</b>		TOTAL DEPTH <b>9000</b>															
Section, Block and/or Survey SECTION <b>⬅</b> BLOCK <b>⬅</b> ABSTRACT <b>⬅ 419</b> SURVEY <b>⬅ FERRIS, W A</b>																	
DISTANCE TO SURVEY LINES <b>456 ft. EAST 616 ft. NORTH</b>		DISTANCE TO NEAREST LEASE LINE <b>ft.</b>															
DISTANCE TO LEASE LINES <b>456 ft. EAST 616 ft. NORTH</b>		DISTANCE TO NEAREST WELL ON LEASE <b>See FIELD(s) Below</b>															
FIELD(s) and LIMITATIONS:  <p align="center"><b>** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(B) **</b> <b>CASE NO. 0335138</b></p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">FIELD NAME LEASE NAME</th> <th style="text-align: center;">ACRES NEAREST LEASE</th> <th style="text-align: center;">DEPTH</th> <th style="text-align: center;">WELL # NEAREST WE</th> <th style="text-align: center;">DIST</th> </tr> </thead> <tbody> <tr> <td><b>** NEWARK, EAST (BARNETT SHALE)</b></td> <td style="text-align: center;"><b>889.80</b></td> <td style="text-align: center;"><b>7,500</b></td> <td style="text-align: center;"><b>11H</b></td> <td style="text-align: center;"><b>09</b></td> </tr> <tr> <td><b>TURNER C (AW)</b></td> <td></td> <td></td> <td style="text-align: center;"><b>1</b></td> <td></td> </tr> </tbody> </table> <p>-----</p> <p>WELLBORE PROFILE(s) FOR FIELD: <b>Horizontal</b></p> <p>-----</p> <p>RESTRICTIONS: Tract 4 is non-contiguous. Production exists from this well in both portions of tract 4.          Acreage assigned from this tract will come from both portions.          Permitted for gas only.          Lateral: TH1          Penetration Point Location              Lease Lines:           13.0 F E L                                        797.0 F N L</p> <p>Terminus Location          BH County: DENTON          Section:                   Block:                   Abstract: 993          Survey: POLK, M              Lease Lines:           598.0 F W L                                        409.0 F S L          Survey Lines:       4033.0 F W L                                        409.0 F S L</p> <p align="center"><b>' ** ' PRECEDING FIELD NAME INDICATES RULE (R37)</b></p> <p align="center"><b>THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS</b></p>			FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH	WELL # NEAREST WE	DIST	<b>** NEWARK, EAST (BARNETT SHALE)</b>	<b>889.80</b>	<b>7,500</b>	<b>11H</b>	<b>09</b>	<b>TURNER C (AW)</b>			<b>1</b>	
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH	WELL # NEAREST WE	DIST													
<b>** NEWARK, EAST (BARNETT SHALE)</b>	<b>889.80</b>	<b>7,500</b>	<b>11H</b>	<b>09</b>													
<b>TURNER C (AW)</b>			<b>1</b>														

**RAILROAD COMMISSION OF TEXAS**  
**OIL & GAS DIVISION**

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER <b>880343</b>	DATE PERMIT ISSUED OR AMENDED <b>May 26, 2022</b>	DISTRICT <b>09</b>
API NUMBER <b>42-121-34607</b>	FORM W-1 RECEIVED <b>May 19, 2022</b>	COUNTY <b>DENTON</b>
TYPE OF OPERATION <b>NEW DRILL</b>	WELLBORE PROFILE(S) <b>Horizontal</b>	ACRES <b>889.8</b>
OPERATOR <b>BEDROCK PRODUCTION, LLC</b> <b>820 GESSNER STE 1100</b> <b>HOUSTON, TX 77024-0000</b>		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. <b>District Office Telephone No:</b> <b>(940) 723-2153</b>
LEASE NAME <b>TURNER C (AW)</b>		WELL NUMBER <b>11H</b>
LOCATION <b>1.3 miles W direction from JUSTIN</b>		TOTAL DEPTH <b>9000</b>
Section, Block and/or Survey SECTION  BLOCK  ABSTRACT  <b>419</b> SURVEY  <b>FERRIS, W A</b>		
DISTANCE TO SURVEY LINES <b>456 ft. EAST 616 ft. NORTH</b>		DISTANCE TO NEAREST LEASE LINE <b>ft.</b>
DISTANCE TO LEASE LINES <b>456 ft. EAST 616 ft. NORTH</b>		DISTANCE TO NEAREST WELL ON LEASE <b>See FIELD(s) Below</b>
FIELD(s) and LIMITATIONS:  <b>** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(B) **</b> <b>CASE NO. 0335138</b>  FIELD NAME ACRES DEPTH WELL # DIST LEASE NAME NEAREST LEASE NEAREST WE <p>This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.</p> <p>This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.</p>		

**RAILROAD COMMISSION OF TEXAS  
OIL & GAS DIVISION  
SWR #13 Formation Data**

**DENTON (121) County**

Formation	Remarks	Geological Order	Effective Date
JOHNSON		1	12/17/2013
"GAS LIGHT" GAS ZONE	Krum area, 4 mi. radius North of FM 1173	2	12/17/2013
UNDETERMINED	gas producing zones	3	12/17/2013
STRAWN		4	12/17/2013
CADDO		5	12/17/2013
ATOKA		6	12/17/2013
MARBLE FALLS		7	12/17/2013
CONGLOMERATE		8	12/17/2013
FORESTBERG		9	12/17/2013
BARNETT SHALE		10	12/17/2013
VIOLA LIME		11	12/17/2013
ELLENBURGER		12	12/17/2013

The above list may not be all inclusive, and may also include formations that do not intersect all wellbores. The listing order of the Formation information reflects the general stratigraphic order and relative geologic age. This is a dynamic list subject to updates and revisions. It is the operator's responsibility to make sure that at the time of spudding the well the most current list is being referenced. Refer to the RRC website at the following address for the most recent information.

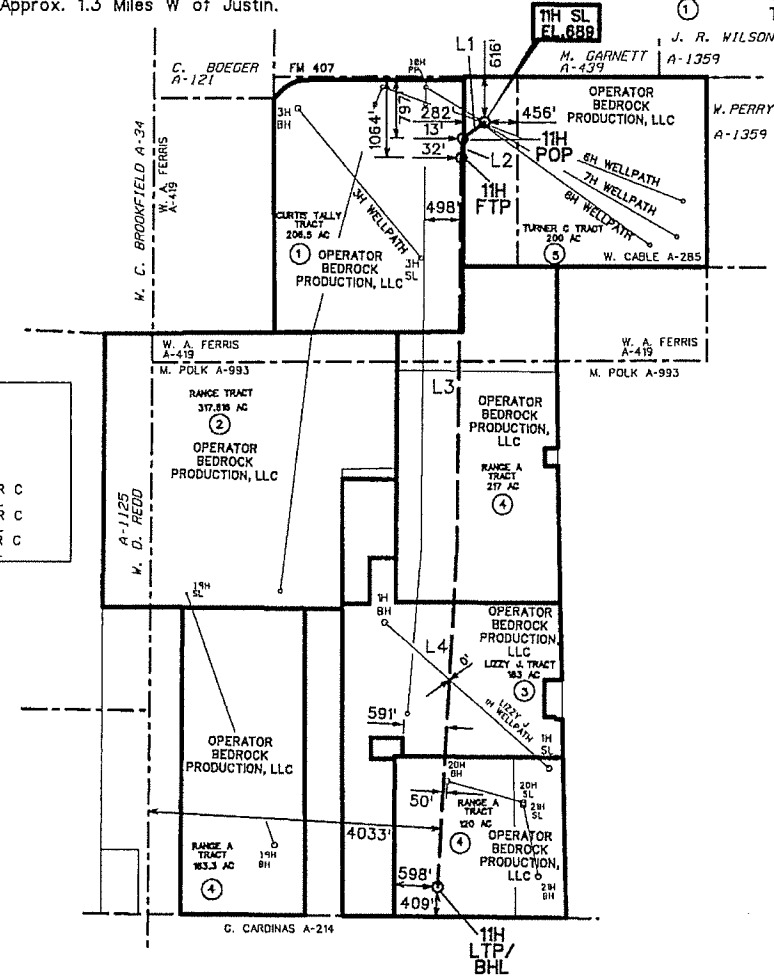
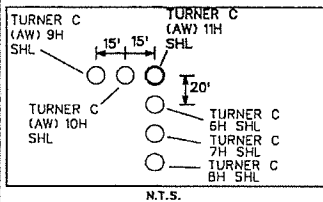
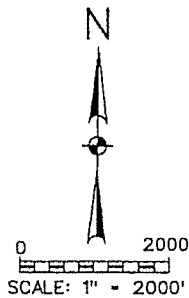
<http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info>

**NOTES:**

1. U.S. State Plane 1927 NCT Zone 4202, NAD 27, Geoid 12A (Conus), NAVD 1988.
2. Turner C (AW) 11H SL staked 5-11-2022.
3. Turner C (AW) 11H SL Approx. 1.3 Miles W of Justin.

**LEGEND**

- Lease Line  
— Survey Line  
① Tract Number



TURNER C (AW) 11H  
WELL PATH

LINE	AZIMUTH	DISTANCE
L1	232.687°	373'
L2	267.83°	268'
L3	180.596°	529'
L4	183.192°	4723'
TOTAL		10655'

TURNER C (AW) 11H

TRACT	ACREAGE	LATERAL PASSAGE
1	206.5	2390'
4	500.3	5498'
3	183	2127'
TOTAL	889.8	10015'

TURNER C (AW) 11H  
(NAD 27)

11H SL	282' FWL & 616' FNL OF LEASE 456' FEL & 616' FNL SURVEY A-419 N-515504 E-2055590 Lat. - 33.083538° N Long. - 97.318501° W
11H POP	13' FEL & 797' FNL OF LEASE N-515278 E-2055293 Lat. - 33.082916° N Long. - 97.319472° W
11H FTP	32' FEL & 1064' FNL OF LEASE N-515011 E-2055272 Lat. - 33.082183° N Long. - 97.319542° W
11H LTP	598' FWL & 409' FSL OF LEASE N-505004 E-2054954 Lat. - 33.054678° N Long. - 97.320636° W
11H BHL	598' FWL & 409' FSL OF LEASE 4033' FWL & 409' FSL OF SURVEY A-993 N-505004 E-2054954 Lat. - 33.054678° N Long. - 97.320636° W

**PERMIT PLAT  
TURNER C  
(AW) 11H WELL**

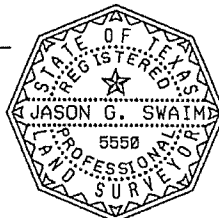
W.A.FERRIS SURVEY, ABSTRACT 419,  
W.CABLE SURVEY, ABSTRACT 285  
M.POLK SURVEY, ABSTRACT 993  
W.D.REDD SURVEY, ABSTRACT 1125  
DENTON COUNTY, TEXAS  
FOR BEDROCK PRODUCTION, LLC.

SWAIM ENGINEERING AND SURVEYING  
506 N. MASON STREET  
BOWIE, TEXAS 76230  
Ph 940 872-2121; 940 872-5075;  
Fax 940 872-4079

**Surveyor Certificate:**

This plat represents an actual survey made on the ground under my supervision on 5-11-2022, and is true and correct to the best of my knowledge.

Jason G. Swaim  
Registered Professional Land Surveyor  
No. 5550, State of Texas







**RAILROAD COMMISSION OF TEXAS**  
**OIL & GAS DIVISION**

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER <b>880349</b>	DATE PERMIT ISSUED OR AMENDED <b>May 26, 2022</b>	DISTRICT <b>09</b>																																			
API NUMBER <b>42-121-34608</b>	FORM W-1 RECEIVED <b>May 19, 2022</b>	COUNTY <b>DENTON</b>																																			
TYPE OF OPERATION <b>NEW DRILL</b>	WELLBORE PROFILE(S) <b>Horizontal</b>	ACRES <b>883.3</b>																																			
OPERATOR <b>BEDROCK PRODUCTION, LLC</b> <b>820 GESSNER STE 1100</b> <b>HOUSTON, TX 77024-0000</b>		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. <b>District Office Telephone No:</b> <b>(940) 723-2153</b>																																			
LEASE NAME <b>TURNER C (AW)</b>		WELL NUMBER <b>12H</b>																																			
LOCATION <b>1.3 miles W direction from JUSTIN</b>		TOTAL DEPTH <b>9000</b>																																			
Section, Block and/or Survey SECTION  BLOCK  ABSTRACT <b>419</b> SURVEY <b>FERRIS, W A</b>																																					
DISTANCE TO SURVEY LINES <b>441 ft. EAST 616 ft. NORTH</b>		DISTANCE TO NEAREST LEASE LINE <b>ft.</b>																																			
DISTANCE TO LEASE LINES <b>441 ft. EAST 616 ft. NORTH</b>		DISTANCE TO NEAREST WELL ON LEASE <b>See FIELD(s) Below</b>																																			
FIELD(s) and LIMITATIONS:  <p align="center"><b>** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(B) **</b> <b>CASE NO. 0335139</b></p> <table border="0" style="width:100%;"> <tr> <td style="width:60%;">FIELD NAME LEASE NAME</td> <td style="width:10%;">ACRES NEAREST LEASE</td> <td style="width:10%;">DEPTH</td> <td style="width:10%;">WELL # NEAREST WE</td> <td style="width:10%;">DIST</td> </tr> <tr> <td>-----</td> <td>-----</td> <td>-----</td> <td>-----</td> <td>-----</td> </tr> <tr> <td><b>** NEWARK, EAST (BARNETT SHALE)</b></td> <td><b>883.30</b></td> <td><b>7,500</b></td> <td><b>12H</b></td> <td><b>09</b></td> </tr> <tr> <td><b>TURNER C (AW)</b></td> <td></td> <td></td> <td><b>1</b></td> <td></td> </tr> <tr> <td colspan="5">-----</td> </tr> <tr> <td colspan="5"><b>WELLBORE PROFILE(s) FOR FIELD: Horizontal</b></td> </tr> <tr> <td colspan="5">-----</td> </tr> </table> <p>RESTRICTIONS: Tract 4 is non-contiguous. Production exists from this well in both portions of tract 4. Acreage assigned from this tract will come from both portions. Permitted for gas only.          Lateral: TH1          Penetration Point Location              Lease Lines:           449.0 F W L                                        994.0 F N L          Terminus Location              BH County: DENTON              Section:                   Block:                   Abstract: 993              Survey: POLK, M              Lease Lines:           1170.0 F W L                                        397.0 F S L              Survey Lines:       4563.0 F W L                                        397.0 F S L</p> <p><b>' ** ' PRECEDING FIELD NAME INDICATES RULE (R37)</b></p> <p align="center"><b>THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS</b></p>			FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH	WELL # NEAREST WE	DIST	-----	-----	-----	-----	-----	<b>** NEWARK, EAST (BARNETT SHALE)</b>	<b>883.30</b>	<b>7,500</b>	<b>12H</b>	<b>09</b>	<b>TURNER C (AW)</b>			<b>1</b>		-----					<b>WELLBORE PROFILE(s) FOR FIELD: Horizontal</b>					-----				
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH	WELL # NEAREST WE	DIST																																	
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**RAILROAD COMMISSION OF TEXAS**  
**OIL & GAS DIVISION**

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 880349	DATE PERMIT ISSUED OR AMENDED May 26, 2022	DISTRICT 09										
API NUMBER 42-121-34608	FORM W-1 RECEIVED May 19, 2022	COUNTY DENTON										
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 883.3										
OPERATOR BEDROCK PRODUCTION, LLC 820 GESSNER STE 1100 HOUSTON, TX 77024-0000		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. <b>District Office Telephone No:</b> (940) 723-2153										
LEASE NAME TURNER C (AW)		WELL NUMBER 12H										
LOCATION 1.3 miles W direction from JUSTIN		TOTAL DEPTH 9000										
Section, Block and/or Survey SECTION  BLOCK  ABSTRACT  419 SURVEY  FERRIS, W A												
DISTANCE TO SURVEY LINES 441 ft. EAST 616 ft. NORTH		DISTANCE TO NEAREST LEASE LINE ft.										
DISTANCE TO LEASE LINES 441 ft. EAST 616 ft. NORTH		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below										
FIELD(s) and LIMITATIONS:  <p align="center">** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(B) ** CASE NO. 0335139</p> <table border="0"> <tr> <td>FIELD NAME</td> <td>ACRES</td> <td>DEPTH</td> <td>WELL #</td> <td>DIST</td> </tr> <tr> <td>LEASE NAME</td> <td>NEAREST LEASE</td> <td></td> <td>NEAREST WE</td> <td></td> </tr> </table> <p>This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.</p> <p>This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.</p>			FIELD NAME	ACRES	DEPTH	WELL #	DIST	LEASE NAME	NEAREST LEASE		NEAREST WE	
FIELD NAME	ACRES	DEPTH	WELL #	DIST								
LEASE NAME	NEAREST LEASE		NEAREST WE									

**RAILROAD COMMISSION OF TEXAS  
OIL & GAS DIVISION  
SWR #13 Formation Data**

**DENTON (121) County**

Formation	Remarks	Geological Order	Effective Date
JOHNSON		1	12/17/2013
"GAS LIGHT" GAS ZONE	Krum area, 4 mi. radius North of FM 1173	2	12/17/2013
UNDETERMINED	gas producing zones	3	12/17/2013
STRAWN		4	12/17/2013
CADDO		5	12/17/2013
ATOKA		6	12/17/2013
MARBLE FALLS		7	12/17/2013
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The above list may not be all inclusive, and may also include formations that do not intersect all wellbores. The listing order of the Formation information reflects the general stratigraphic order and relative geologic age. This is a dynamic list subject to updates and revisions. It is the operator's responsibility to make sure that at the time of spudding the well the most current list is being referenced. Refer to the RRC website at the following address for the most recent information.  
<http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info>

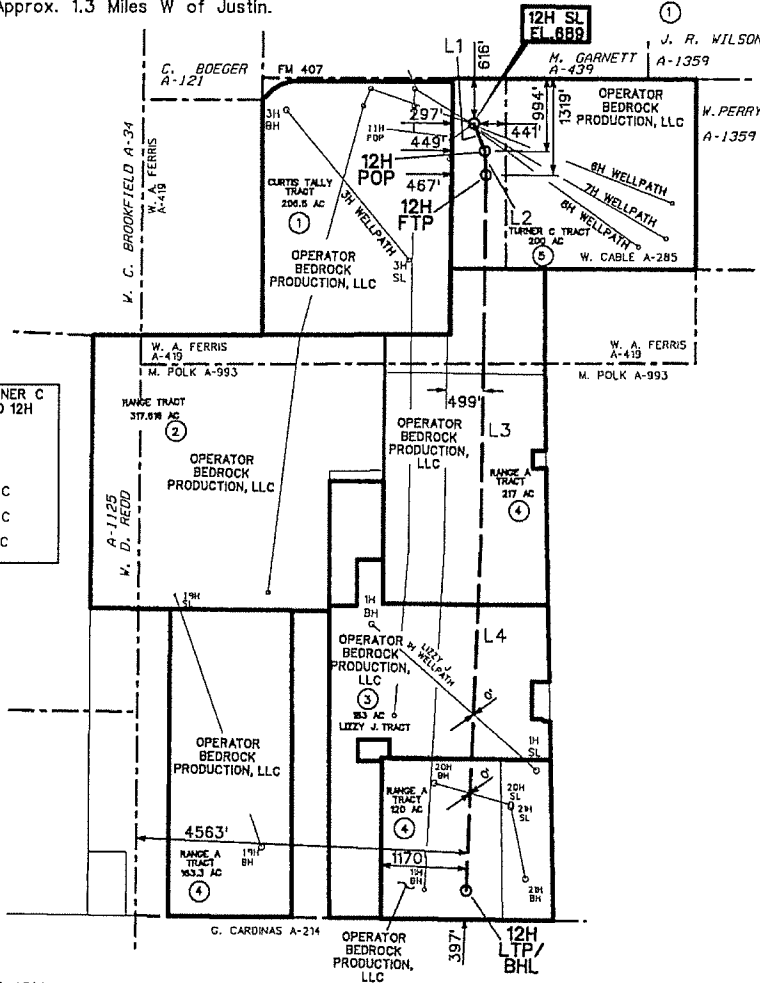
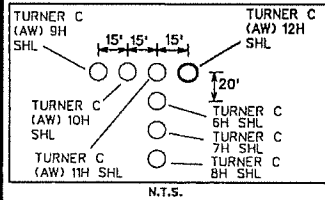
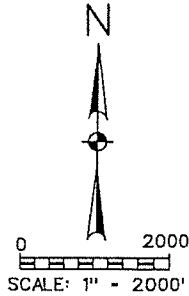


NOTES:

1. U.S. State Plane 1927 NCT Zone 4202, NAD 27, Geoid 12A (Conus), NAVD 1988.
2. Turner C (AW) 12H SL staked 5-11-2022.
3. Turner C (AW) 12H SL Approx. 1.3 Miles W of Justin.

LEGEND

— Lease Line  
① Survey Line  
Tract Number



TURNER C (AW) 12H WELL PATH

LINE	AZIMUTH	DISTANCE
L1	158.444°	406'
L2	177.182°	326'
L3	180.609°	4989'
L4	182.267°	4828'
TOTAL		10549'

TURNER C (AW) 12H

TRACT	ACREAGE	LATERAL PASSAGE
5	200	1282'
4	500.3	6409'
3	183	2126'
TOTAL	883.3	9817'

TURNER C (AW) 12H (NAD 27)

12H SL	297' FWL & 616' FNL OF LEASE 441' FEL & 616' FNL SURVEY A-419 N-515504 E-2055605 Lat. = 33.083536° N Long. = 97.318453° W
12H POP	449' FWL & 994' FNL OF LEASE N-515126 E-2055754 Lat. = 33.082496° N Long. = 97.317968° W
12H FTP	467' FWL & 1319' FNL OF LEASE N-514801 E-2055770 Lat. = 33.081603° N Long. = 97.317917° W
12H LTP	1170' FWL & 397' FSL OF LEASE N-504988 E-2055526 Lat. = 33.054631° N Long. = 97.318769° W
12H BHL	1170' FWL & 397' FSL OF LEASE 4563' FWL & 397' FSL OF SURVEY A-993 N-504988 E-2055526 Lat. = 33.054631° N Long. = 97.318769° W

PERMIT PLAT  
TURNER C  
(AW) 12H WELL

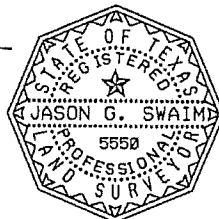
W.A.FERRIS SURVEY, ABSTRACT 419,  
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SWAIM ENGINEERING AND SURVEYING  
506 N. MASON STREET  
BOWIE, TEXAS 76230  
Ph 940 872-2121; 940 872-5075;  
Fax 940 872-4079

Surveyor Certificate:

This plat represents an actual survey made on the ground under my supervision on, 5-11-2022, and is true and correct to the best of my knowledge.

Jason G. Swaim  
Registered Professional Land Surveyor  
No. 5550, State of Texas



**RAILROAD COMMISSION OF TEXAS**  
**OIL & GAS DIVISION**

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER <b>880352</b>	DATE PERMIT ISSUED OR AMENDED <b>May 31, 2022</b>	DISTRICT <b>09</b>															
API NUMBER <b>42-121-34609</b>	FORM W-1 RECEIVED <b>May 19, 2022</b>	COUNTY <b>DENTON</b>															
TYPE OF OPERATION <b>NEW DRILL</b>	WELLBORE PROFILE(S) <b>Horizontal</b>	ACRES <b>883.3</b>															
OPERATOR <b>BEDROCK PRODUCTION, LLC</b> <b>820 GESSNER STE 1100</b> <b>HOUSTON, TX 77024-0000</b>		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. <b>District Office Telephone No:</b> <b>(940) 723-2153</b>															
LEASE NAME <b>TURNER C (AW)</b>		WELL NUMBER <b>13H</b>															
LOCATION <b>1.3 miles W direction from JUSTIN</b>		TOTAL DEPTH <b>9000</b>															
Section, Block and/or Survey SECTION <b>↖</b> BLOCK <b>↖</b> ABSTRACT <b>↖ 419</b> SURVEY <b>↖ FERRIS, W A</b>																	
DISTANCE TO SURVEY LINES <b>426 ft. EAST 616 ft. NORTH</b>		DISTANCE TO NEAREST LEASE LINE <b>ft.</b>															
DISTANCE TO LEASE LINES <b>312 ft. WEST 616 ft. NORTH</b>		DISTANCE TO NEAREST WELL ON LEASE <b>See FIELD(s) Below</b>															
FIELD(s) and LIMITATIONS:  <p align="center"><b>** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(B) **</b> <b>CASE NO. 0335175</b></p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">FIELD NAME LEASE NAME</th> <th style="text-align: center;">ACRES NEAREST LEASE</th> <th style="text-align: center;">DEPTH NEAREST LEASE</th> <th style="text-align: center;">WELL # NEAREST WE</th> <th style="text-align: center;">DIST</th> </tr> </thead> <tbody> <tr> <td><b>** NEWARK, EAST (BARNETT SHALE)</b></td> <td style="text-align: center;"><b>883.30</b></td> <td style="text-align: center;"><b>7,500</b></td> <td style="text-align: center;"><b>13H</b></td> <td style="text-align: center;"><b>09</b></td> </tr> <tr> <td><b>TURNER C (AW)</b></td> <td></td> <td></td> <td style="text-align: center;"><b>1</b></td> <td></td> </tr> </tbody> </table>			FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST LEASE	WELL # NEAREST WE	DIST	<b>** NEWARK, EAST (BARNETT SHALE)</b>	<b>883.30</b>	<b>7,500</b>	<b>13H</b>	<b>09</b>	<b>TURNER C (AW)</b>			<b>1</b>	
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST LEASE	WELL # NEAREST WE	DIST													
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<b>TURNER C (AW)</b>			<b>1</b>														
WELLBORE PROFILE(s) FOR FIELD: <b>Horizontal</b>																	
RESTRICTIONS: Lateral: TH1 Penetration Point Location Lease Lines: 898.0 F WEST L 1306.0 F NORTH L  Terminus Location BH County: DENTON Section: Block: Abstract: 993 Survey: POLK, M Lease Lines: 598.0 F EAST L 416.0 F SOUTH L Survey Lines: 5154.0 F WEST L 416.0 F SOUTH L																	
<p><b>' ** ' PRECEDING FIELD NAME INDICATES RULE (R37)</b></p> <p align="center"><b>THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS</b></p> <p>This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.</p>																	

**RAILROAD COMMISSION OF TEXAS**  
**OIL & GAS DIVISION**

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER <b>880352</b>	DATE PERMIT ISSUED OR AMENDED <b>May 31, 2022</b>	DISTRICT <b>09</b>										
API NUMBER <b>42-121-34609</b>	FORM W-1 RECEIVED <b>May 19, 2022</b>	COUNTY <b>DENTON</b>										
TYPE OF OPERATION <b>NEW DRILL</b>	WELLBORE PROFILE(S) <b>Horizontal</b>	ACRES <b>883.3</b>										
OPERATOR <b>BEDROCK PRODUCTION, LLC</b> <b>820 GESSNER STE 1100</b> <b>HOUSTON, TX 77024-0000</b>		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. <b>District Office Telephone No:</b> <b>(940) 723-2153</b>										
LEASE NAME <b>TURNER C (AW)</b>		WELL NUMBER <b>13H</b>										
LOCATION <b>1.3 miles W direction from JUSTIN</b>		TOTAL DEPTH <b>9000</b>										
Section, Block and/or Survey SECTION <b>4</b> BLOCK <b>4</b> ABSTRACT <b>419</b> SURVEY <b>FERRIS, W A</b>												
DISTANCE TO SURVEY LINES <b>426 ft. EAST 616 ft. NORTH</b>		DISTANCE TO NEAREST LEASE LINE <b>ft.</b>										
DISTANCE TO LEASE LINES <b>312 ft. WEST 616 ft. NORTH</b>		DISTANCE TO NEAREST WELL ON LEASE <b>See FIELD(s) Below</b>										
FIELD(s) and LIMITATIONS:  <p style="text-align: center;"><b>** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(B) **</b> <b>CASE NO. 0335175</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">FIELD NAME</td> <td style="width: 16%;">ACRES</td> <td style="width: 16%;">DEPTH</td> <td style="width: 16%;">WELL #</td> <td style="width: 19%;">DIST</td> </tr> <tr> <td>LEASE NAME</td> <td>NEAREST LEASE</td> <td></td> <td>NEAREST WE</td> <td></td> </tr> </table> <p>This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.</p>			FIELD NAME	ACRES	DEPTH	WELL #	DIST	LEASE NAME	NEAREST LEASE		NEAREST WE	
FIELD NAME	ACRES	DEPTH	WELL #	DIST								
LEASE NAME	NEAREST LEASE		NEAREST WE									

**RAILROAD COMMISSION OF TEXAS  
OIL & GAS DIVISION  
SWR #13 Formation Data**

**DENTON (121) County**

Formation	Remarks	Geological Order	Effective Date
JOHNSON		1	12/17/2013
"GAS LIGHT" GAS ZONE	Krum area, 4 mi. radius North of FM 1173	2	12/17/2013
UNDETERMINED	gas producing zones	3	12/17/2013
STRAWN		4	12/17/2013
CADDO		5	12/17/2013
ATOKA		6	12/17/2013
MARBLE FALLS		7	12/17/2013
CONGLOMERATE		8	12/17/2013
FORESTBERG		9	12/17/2013
BARNETT SHALE		10	12/17/2013
VIOLA LIME		11	12/17/2013
ELLENBURGER		12	12/17/2013

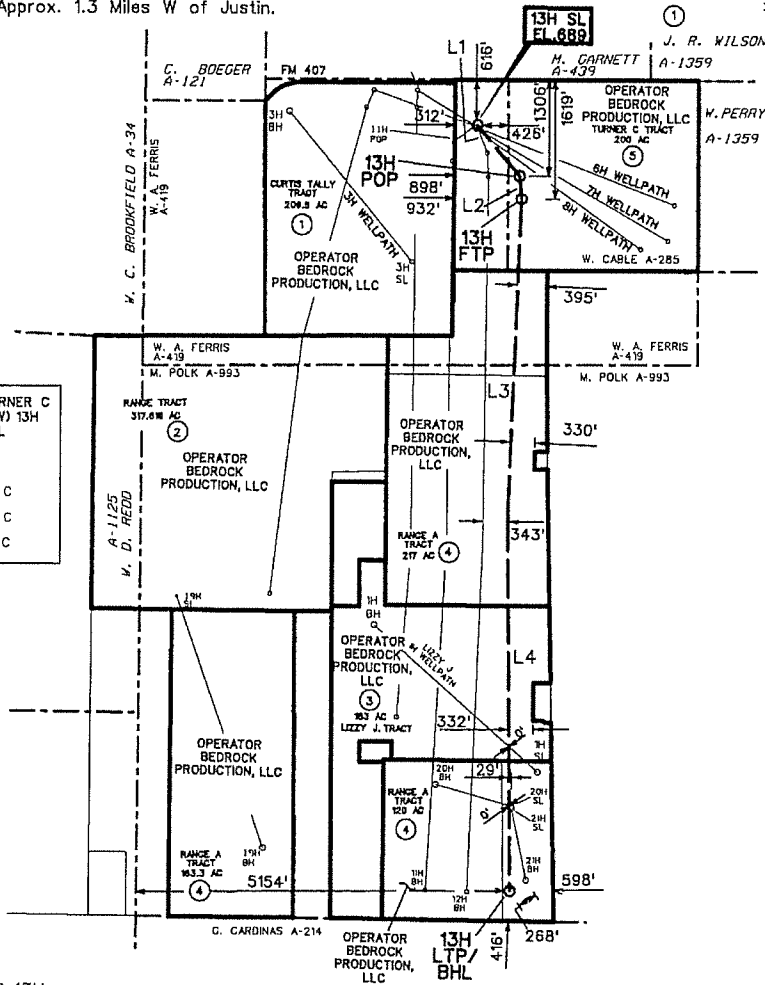
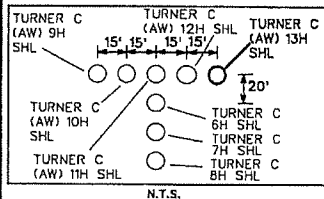
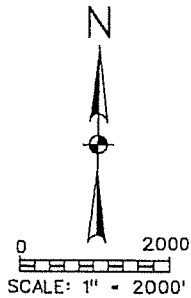
The above list may not be all inclusive, and may also include formations that do not intersect all wellbores. The listing order of the Formation information reflects the general stratigraphic order and relative geologic age. This is a dynamic list subject to updates and revisions. It is the operator's responsibility to make sure that at the time of spudding the well the most current list is being referenced. Refer to the RRC website at the following address for the most recent information.  
<http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info>

**NOTES:**

1. U.S. State Plane 1927 NCT Zone 4202, NAD 27, Geoid 12A (Conus), NAVD 1988.
2. Turner C (AW) 13H SL staked 5-11-2022.
3. Turner C (AW) 13H SL Approx. 1.3 Miles W of Justin.

**LEGEND**

- Lease Line  
 (1) Survey Line  
 Tract Number



**TURNER C (AW) 13H WELL PATH**

LINE	AZIMUTH	DISTANCE
L1	139.883°	902'
L2	174.344°	315'
L3	182.226°	4331'
L4	179.399°	5171'
TOTAL		10719'

**TURNER C (AW) 13H**

TRACT	ACREAGE	LATERAL PASSAGE
5	200	983'
4	500.3	6393'
3	183	2126'
TOTAL	883.3	9502'

**TURNER C (AW) 13H (NAD 27)**

13H SL	312' FWL & 616' FNL OF LEASE 426' FEL & 616' FNL SURVEY A-419 N-515504 E-2055620 Lat. - 33.083536° N Long. - 97.318453° W
13H POP	898' FWL & 1306' FNL OF LEASE N-514814 E-2056201 Lat. - 33.081637° N Long. - 97.316510° W
13H FTP	932' FWL & 1619' FNL OF LEASE N-514501 E-2056232 Lat. - 33.080776° N Long. - 97.316411° W
13H LTP	598' FEL & 416' FSL OF LEASE N-505003 E-2056118 Lat. - 33.054669° N Long. - 97.316837° W
13H BHL	598' FEL & 416' FSL OF LEASE 5154' FWL & 416' FSL OF SURVEY A-993 N-505003 E-2056118 Lat. - 33.054669° N Long. - 97.316837° W

**PERMIT PLAT  
TURNER C  
(AW) 13H WELL**

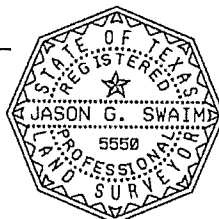
W.A.FERRIS SURVEY, ABSTRACT 419,  
 W.CABLE SURVEY, ABSTRACT 285  
 M.POLK SURVEY, ABSTRACT 993  
 DENTON COUNTY, TEXAS  
 FOR BEDROCK PRODUCTION, LLC.

SWAIM ENGINEERING AND SURVEYING  
 506 N. MASON STREET  
 BOWIE, TEXAS 76230  
 Ph 940 872-2121; 940 872-5075;  
 Fax 940 872-4079

**Surveyor Certificate:**

This plot represents an actual survey made on the ground under my supervision on 5/11 2022, and is true and correct to the best of my knowledge.

Jason G. Swaim  
 Registered Professional Land Surveyor  
 No. 5550, State of Texas





**BEDROCK**  
**PRODUCTION, LLC**

**City of Justin – Denton County**  
**Special Use Permit (SUP)**

**Turner C (AW) 9H, 10H,  
11H, 12H, 13H**

Bedrock Production, LLC  
820 Gessner, Suite 1100  
Houston, Texas 77024

## SELECT APPLICATION TYPE

☐ Zoning Change      ☒ Special Use Permit      ☐ Planned Development

## DEVELOPMENT

Project Address Boss Range & Strader Lane  
Project Name Turner "C" 9H, 10H, 11H, 12H, 13H  
Legal Description See Attached Legal Description Acreage 200 (Surface)  
Current Zoning N/A Proposed Zoning N/A  
Current Use Gas Wells Proposed Use \_\_\_\_\_

## OWNER INFORMATION

Company/Name Bedrock Production, LLC  
Contact Name Spencer Cox  
Address 820 Gessner Road, Suite 1100 City Houston State TX Zip 77024  
Phone (281) 899-8747 Email spencer@bedrockep.com

For additional owners, please include additional copies of this page. The property owner MUST sign the application or submit a notarized letter of authorization.

## REPRESENTATIVE/AGENT INFORMATION

Company Bedrock Production, LLC Contact Name Tony Tamborello  
Address 820 Gessner Road, Suite 1100 City Houston State TX Zip 77024  
Phone (281) 899-8747 Email ttamborello@bedrockep.com

## CERTIFICATION

I certify that the above information is correct and complete to the best of my acknowledge and ability, and that I will be fully prepared to present the proposal at a Planning and Zoning Commission and City Council public hearing. I reserve the right to withdraw this proposal at any time by filing a written request with the Development Services Department.

  
\_\_\_\_\_  
Owner Signature  
  
\_\_\_\_\_  
Agent Signature

5-26-22  
\_\_\_\_\_  
Date  
5-26-22  
\_\_\_\_\_  
Date

Spencer Cox  
\_\_\_\_\_  
Owner Name (Print)  
Tony Tamborello  
\_\_\_\_\_  
Agent Name (Print)

Legal Description – Turner C Lease

Exact AC - 1036.88 (of which 200 AC assoc. w/ actual surface operations and lands included within the City of Justin).

Accurate Legal - A called 200 Acres of land, more or less, of which 155.86 acres are in the Wm. Cable Survey, A-285 and 44.14 acres are in the W. A. Ferris Survey, A-419, being the same land described in that certain warranty deed dated May 20, 1949 from J.A. (Fred) Harrington to Margaret E. Robinson, filed of record on June 2, 1949 and recorded in Volume 351, Page 286 of the Deed Records of Denton County, Texas. True surveyor notes to this tract are shown in the attached.

Denton County Appraisal District Info of acreage:

27.25 AC situated in the W.A. Ferris Survey, A-419 called TR 1 and the OLD DCAD TR 4.  
Denton CAD Prop ID: 68212

16.06 AC situated in the W.A. Ferris Survey, A-419 called TR 1A.  
Denton CAD Prop ID: 984752

80.565 AC situated in the Wm. Cable Survey, A-285 called TR 1 (PT).  
Denton CAD Prop ID: 68118

69.64 AC situated in the Wm. Cable Survey, A-285 called TR 1A (PT). Denton CAD Prop ID: 68118



## Exhibit "A"

### Description of the Property

All that certain lot, tract, or parcel of land, situated in a portion of the William Cable Survey, Abstract No. 285, the Warren A. Ferris Survey, Abstract No. 419, Denton County, Texas, being part of that certain called 200 acre tract described as Tract 2 in a deed to Margaret Turner DiNapoli, Sally Carolyn Turner Box, and Tommie R. Turner recorded in Volume 4522, Page 2063 (as to 1/3 interest), a deed to Margaret E. Turner, as Trustee of the ME Turner Revocable Trust recorded in Document No. 2019-16134 (as to 1/3 interest), a deed to 3 T's Partners Justin, LLC recorded in Document No. 2019-58550 (as to 1/3 interest), of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

**BEGINNING** at a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" for the Northeast corner of a called 206.497 acre tract described in a deed to CNR Tally/Trail Creek Acres recorded in Document No. 2009-136383 (DRDCT), being in the South right-of-way line of Farm-to-Market Highway No. 407 (90' right-of-way width), and being in the West line of said 200 acre tract, from which a 1/2" iron rod found (bent) bears North 00 deg. 08 min. 19 sec. West - 0.52 feet;

**THENCE** North 89 deg. 28 min. 55 sec. East departing said West line and continue along said South right-of-way line, a distance of 3,352.19 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL" in the East line of said 200 acre tract, said point being in Boss Range Road;

**THENCE** South 00 deg. 08 min. 36 sec. East departing said South right-of-way line and continue along the East line of said 200 acre tract, at 313.62 feet pass a MAG nail found for the Northwest corner of Buddy Hardeman Addition, Phase 7 recorded in Document No. 2017-479 of the Plat Records of Denton County, Texas (PRDCT), at 800.08 feet pass a MAG nail found for the Southwest corner of Buddy Hardeman Addition, Phase 6 recorded in Document No. 2017-89 (PRDCT), same being the Northwest corner of Buddy Hardeman Addition, Phase 4 recorded in Document No. 2015-254 (PRDCT), at 1,249.63 feet pass a MAG nail found for the Southwest corner of said Buddy Hardeman Addition, Phase 4, continue a total distance of 2,557.42 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL", for the Southeast corner of said 200 acre tract and being in the West line of a called 9.89 acre tract described in a deed to Justin United Methodist Church recorded in Document No. 2001-R0033323 (DRDCT), from which a MAG nail found bears North 89 deg. 31 min. 31 sec. East - 13.24 feet, and from which a railroad spike found (bent) bears South 00 deg. 08 min. 36 sec. East - 1,411.23 feet;

**THENCE** South 89 deg. 31 min. 31 sec. West along the South line of said 200 acre tract, at 21.93 feet pass a cross tie fence corner for the Northeast corner of a called 4.969 acre tract described in a deed to Marion Scott Mulkey, et ux recorded in Volume 2401, Page 476 (DRDCT), at 915.54 feet pass a 1/2 iron rod found for the Northwest corner of said 4.969 acre tract, same being the Northeast corner of a called 35.623 acre tract described in a deed to John G. Rust recorded in Volume 1361, Page 941 (DRDCT), at 1,490.31 feet pass a 1/2" iron rod found for the Northwest corner of said 35.623 acre tract, same being the Northeast corner of a called 36.622 acre tract described in a deed to Olen N. Range, et ux recorded in Volume 1356, Page 785 (DRDCT), continue a total distance of 3,352.38 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" for the Southwest corner of said 200 acre tract, the most northerly Northwest corner of a called 217.008 acre tract described in a deed to Olen Range recorded in Volume 670, Page 29 (DRDCT), and being in the East line of before mentioned 206.497 acre tract, from which a 6" wood fence post found for the Southeast corner of said 206.497 acre tract and an ell corner of said 217.008 acre tract bears South 00 deg. 08 min. 19 sec. East – 899.07 feet;

**THENCE** North 00 deg. 08 min. 19 sec. West along the West line of said 200 acre tract and the East line of said 206.497 acre tract, a distance of 2,554.89 feet to the **POINT OF BEGINNING**, containing 8,568,786 square feet or 196.712 acres of land, more or less.

*From Commonwealth Title Commitment*



June 2, 2022

City of Justin  
415 North College Avenue  
Justin, TX 76247

Attention: Mr. Matthew Cyr  
Direction of Development Services

Dear Mr. Cyr,

Please find enclosed a Special Use Permit (SUP) application for the proposed Turner C (AW) 9H, 10H, 11H, 12H and 13H gas wells. Included with the SUP are supporting documents from the City of Justin Gas Well Permit Checklist. Also enclosed is a check in the amount of \$50,000 (SUP fee \$10,000/each well) made payable to the City of Justin.

Please contact me for any additional information and/or questions. I can be reached on my cell, 713.724.2154 or email [sgalik@bedrockep.com](mailto:sgalik@bedrockep.com)

Sincerely,

*Shirley Galik*

Sr. Regulatory Analyst  
Bedrock Energy Partners  
[Sgalik@bedrockep.com](mailto:Sgalik@bedrockep.com)  
Office: (281) 836-0359  
Cell: (713) 724-2154



ROAD REPAIR AGREEMENT  
BETWEEN  
THE CITY OF JUSTIN AND  
BEDROCK PRODUCTION, LLC

This Road Repair Agreement, (Agreement), is made and entered into on this the\_ day of \_\_\_\_\_, 2022, by and between the City of Justin, Texas ("City"), a General Law Type A municipality of the State of Texas, located within Denton County, Texas (Hereinafter refined to as the "City") and Bedrock Production, LLC, a Texas limited liability company, whose address is 820 Gessner Rd., Houston, Texas 77024, ("Operator")for the repair of certain streets and/or roadways within the City of Justin, Texas as more fully described herein.

WHEREAS, Operator is in the business of drilling gas wells and, in connection therewith, shall be engaged in drilling and production activities on property known generally as The Preserve which property's Northeastern corner is located at the intersection of W. I51 Street, commonly known as FM 407, and Boss Range Road, which abuts, is adjacent to, and/or is accessed by roadways within the City of Justin; and

WHEREAS, use of the roadways by the Operator for the purpose of performing the activities described hereinabove may cause damage to the roadways; and

WHEREAS, the City and Operator, for the mutual consideration hereinafter stated, desire to enter into this Agreement for Operator to repair said roadways for the duration of the term of this Agreement in consideration of Operator's use of said roadways for the purpose of the activities described hereinabove;

IT IS NOW THEREFORE AGREED THAT:

ARTICLE 1.  
REPAIR OBLIGATION

1. Operator shall repair damages caused by Operator or its contractors, subcontractors, employees, and agents, excluding ordinary wear and tear, if any, to roadways that abut the above- described property being used by Operator for the drilling and production of gas wells pursuant to a Special Use Permit issued to Operator. The repair obligation shall continue even if the Special Use Permit is amended to allow for the drilling of additional gas wells. This obligation shall continue during the term of this Agreement, and Operator shall, prior to the termination of this Agreement, as provided herein, repair such damages to such roadways, excluding ordinary wear and tear, if any, to the condition in which such roadways existed prior to the execution of this Agreement. Operator shall make a video of such roadways prior to the start of Operator drilling and operation of its gas wells and shall provide a copy of the video to the Director of Public Works. Operator shall notify the Director of Public Works when drilling or fracturing operations are complete so that the Director of Public Works can determine if repairs are required. Failing to provide the video required by this section results in the presumption that all damage to the streets abutting the subject property was caused by Operator or its contractors, subcontractors, employees, and agents.
2. In connection with its obligation to repair said roadways, Operator shall use materials of the same or better quality than those utilized to surface and/or repair the roadways

prior to execution of this Agreement and in accordance with the current standards specifications of the City. Deviation from the materials described herein shall not be permitted without the prior written consent of the Director of Public Works. Repairs shall be completed in accordance with standard engineering practices acceptable to the City.

3. Operator shall repair the damage to the roadways at its sole cost and expense.
4. At the determination of the Public Works Director plans may be required to be submitted to review the repairs. These plans shall conform to the City's standards and may require additional application fees in accordance with the Master Fee Schedule.
5. During the term of this Agreement, Operator shall periodically inspect the roadways during drilling, fracture stimulation or reworking of the gas well to determine whether or not any damage has occurred as a result of Operator's activities. Immediately upon discovering the existence of any such damage to the roadways, Operator shall undertake to repair and/or remedy same. Upon discovery of damage by the Operator, the Operator will have 48 hours to contact the Director of Public Works to work out a schedule of repairs. Repairs shall take place within 30 days or immediately if the damage affects the immediate health and safety of individuals.

## ARTICLE 2. TERM OF AGREEMENT

This Agreement shall commence upon the date indicated above and shall continue in full force and effect until Operator has completed and/or permanently discontinued the activities upon the roadways, as described hereinabove.

## ARTICLE 3. INSURANCE AND INDEMNITY

The Operator shall provide or cause to be provided the insurance and bonding requirements described in and which have been provided for the issuance of the Special Use Permit under the terms and conditions described in the City of Justin Gas Well Permit Checklist. Such insurance to continue until the well is abandoned and the site restored.

## ARTICLE 4. PERFORMANCE

Whenever the Gas Inspector or the Director of Public Works Department finds that a default has occurred in the performance of any requirement or condition imposed by this Agreement, a written notice shall be given to Operator. Such notice shall specify the work to be done, the estimated cost and the period of time deemed by the Gas Inspector or the Director of Public Works Department to be reasonably necessary for the completion of such work. After receipt of such notice, the Operator shall, within the time therein specified, either cause or require the work to be performed, or failing to do so, shall pay over to the City one hundred twenty-five percent (125%) of the estimated cost of doing the work as set forth in the notice.

## ARTICLE 5 MISCELLANEOUS PROVISIONS

Operator understands and agrees that Operator, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the City.

The City shall not have any control over the means or methods by which Operator shall perform its obligations hereunder. Operator shall furnish all equipment and materials necessary to perform hereunder and shall at all times be acting as an independent Operator.

1. By entering into this Agreement, the City does not waive, nor shall it be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising by third parties.

2. This Agreement represents the entire agreement between Operator and City for repair of roadways and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing body of the City or those authorized to sign on behalf of the City's governing body.

#### ARTICLE 6. FORCE MAJEURE

Events of Force Majeure shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto government action (unless caused by acts or omissions of the party), fires, explosions, rain or other weather delays, floods, strikes, slowdowns or work stoppages.

#### ARTICLE 7. ASSIGNABILITY/CONSENT

Except as otherwise provided herein, or except as may be hereafter determined by the parties, no party to this Agreement may sell, assign, or transfer its interest in this Agreement, or any of its right, duties, or obligations hereunder, without the prior written consent of the other party. Whenever the consent or the approval of a party is required herein, such party shall not unreasonably withhold, delay, or deny such consent or approval. Operator may assign this Agreement to any successor entity to whom the applicable Special Use Permit has been assigned upon written notice to the City of said assignment.

#### ARTICLE 8. NOTICE

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery; sent by registered mail or certified mail; or by United States Mail, return receipt requested, postage prepaid; to:

CITY:                      Public Works Director  
                                 City of Justin  
                                 415 N. College Ave.  
                                 P.O. Box 129  
                                 Justin, Texas 76247

OPERATOR: Tony Tamborello  
Bedrock Production, LLC  
820 Gessner Rd., Ste  
1100.  
Houston, Texas 77024

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.

ARTICLE 9.  
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed. The parties further agree that the provisions of this Article will not be waived unless as herein set forth.

ARTICLE 10.  
SAVINGS/SEVERABILITY

In the event that any one or more of the provisions hereof contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

ARTICLE 11.  
GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by, and in accordance with the laws of the State of Texas, and venue for any action arising under the terms and conditions of this Agreement shall lie in the state courts located in Denton County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

ARTICLE 12.  
ENTIRE AGREEMENT

This Agreement and the exhibits attached hereto, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification, cancellation or alteration of the terms of this Agreement shall be binding on any party hereto unless the same is in writing, dated subsequent to the date hereof, and is duly authorized and executed by the parties hereto.

ARTICLE 13.  
WAIVER OF TERMS AND CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE 14.  
CAPTIONS

The captions contained in this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

ARTICLE 15. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF JUSTIN:

By: ---

STATE OF TEXAS            § COUNTY OF DENTON            §

Before me, the undersigned notary public, on this day personally appeared, the Director of Public Works of the City of Justin, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public



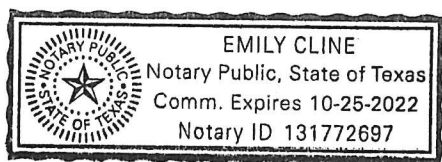
BEDROCK PRODUCTION, LLC

By: Spencer Cox

THE STATE OF TEXAS                   §  
COUNTY OF HARRIS                 §

Before me, the undersigned notary public, on this day personally appeared Spencer Cox the Chief Operating Officer of Bedrock Production, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes and consideration therein expressed.

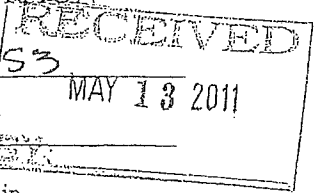
Given under my hand and seal of office this 26 day of May, 2022.



[Signature]  
Notary Public

## DENTON COUNTY CULVERT / DRIVE PERMIT APPLICATION

Landowner: ENCANA OIL & GAS Phone: 469-375-8353  
Mailing Address: 14001 N. DALLAS # 1100 TX 75240  
Street City State Zip



Contact/Installer Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Road Name: \_\_\_\_\_ R#: 68212

Location Description: BETWEEN BOSS RANGE RD & STRADER LN.

Will a Septic System be installed on the property? \_\_\_\_\_

Is there an existing Septic System? \_\_\_\_\_ (This will be verified by the inspector.)

## For Official Use Only

Permit Fee: \$15.00 paid by: Check # 698766 Cash ☐ Receipt # 31777

Development Permit # 20110507, 20110508, 20110509

RB WEST ☒

RB EAST

It is understood that this is not a permit and is only an application for a permit once the following requirements and conditions have been met. This application expires after 60 days.

**COPY OF THIS DOCUMENT MUST BE POSTED ON SITE**

**Failure to do so will result in work stoppage**

I have read and understand this document and the culvert process instructions.

Applicant Signature: \_\_\_\_\_ Printed: \_\_\_\_\_

## For Official Use Only

Date: 5/13/11 Taken By: GARY COOK

## For Inspector Use Only

Pre-Insp: \_\_\_\_\_ Staked: \_\_\_\_\_ Grade Insp: \_\_\_\_\_

Form Insp: \_\_\_\_\_ Final Insp: \_\_\_\_\_ Free Insp: \_\_\_\_\_

Notes: \_\_\_\_\_

PAID

## Shirley Galik

---

**From:** Christen Goodenough-McGahey <cgmccahey@ntglobal.com>  
**Sent:** Thursday, May 5, 2022 4:22 PM  
**To:** Megan Henry; Pamela Fuentes; Michelle Bice  
**Cc:** Eric Stone; Shirley Galik  
**Subject:** RE: Stormwater Pollution Prevention Plan  
**Attachments:** Oil and Gas Stormwater Permitting \_ US EPA.pdf

[CAUTION: External E-Mail from OUTSIDE Bedrock Energy Partners]

Pamela,

Bedrock's oil and gas operations (e.g., construction and daily operation of well sites and access roads) are exempt from USEPA and/or TCEQ stormwater permitting/planning, unless Bedrock operates or constructs a non-exempt facility or conducts a non-exempt activity, a reportable quantity release in stormwater has occurred during a storm event from a facility (e.g., production facility, well, pipeline) at any time since 1987, or contributes to a water quality violation. For additional guidance, please see the exempt and non-exempt facilities and activities and other information in the attached Oil and Gas Stormwater Permitting\_USEPA.pdf or go to [Oil and Gas Stormwater Permitting | US EPA](#).

*Note: USEPA is in the process of granting authority to TCEQ to issue/enforce certain NPDES permits. Based on the information known at this time, the oil and gas exemption will remain after TCEQ begins issuing/enforcing certain NPDES permits.*

If you have any questions or need assistance with the City of Justin, please let us know.

Thanks,

Christen

**Christen Goodenough-McGahey**

T: 936-560-2660 | M: 281-687-2514 | [cgmccahey@ntglobal.com](mailto:cgmccahey@ntglobal.com) | [ntgenvironmental.com](http://ntgenvironmental.com)



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| Regulatory Compliance & Permitting | Site Assessment, Remediation & Site Closure | Water Quality & Natural Resources

Creating a Better Environment For Oil and Gas Operations

**From:** Megan Henry <MHenry@ntglobal.com>  
**Sent:** Thursday, May 5, 2022 2:37 PM  
**To:** Pamela Fuentes <pfuentes@bedrockep.com>; Michelle Bice <MBice@ntglobal.com>  
**Cc:** Eric Stone <ESTone@ntglobal.com>; Shirley Galik <sgalik@bedrockep.com>; Christen Goodenough-McGahey

<cgmcahey@ntglobal.com>

**Subject:** Re: Stormwater Pollution Prevention Plan

I'm looping Christen Goodenough in to help determine if a SWPPP is needed...

Megan Henry  
NTG Environmental

On May 5, 2022, at 2:04 PM, Pamela Fuentes <[pfuentes@bedrockep.com](mailto:pfuentes@bedrockep.com)> wrote:

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Eric – We are trying to get all of the needed information together for possible future drilling. One of the items the City of Justin is asking for is a Stormwater Pollution Plan, as required by the EPA, to be submitted 3 days prior to any on-site activity. We are not very familiar with that plan (and it sounds like City of Justin is new to this also) and aren't even sure if it is even required unless we are close to a body of water. Can you advice on what our requirements are and what all is involved in the Stormwater Pollution Plan?

Per City of Justin ordinance - "A copy of the stormwater pollution prevention plan as required by the Environmental Protection Agency. A copy of the notice of intent shall be submitted to the city engineer, three days prior to the commencement of any on-site activity."

Thanks,  
Pamela Fuentes  
S&E Coordinator  
940-683-8637 office  
940-577-2415 cell



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## National Pollutant Discharge Elimination System (NPDES)

CONTACT US <<https://epa.gov/npdes/forms/contact-us-about-npdes>>

# Oil and Gas Stormwater Permitting

Clean Water Act (CWA) section 402(l)(2) provides that EPA shall not require, nor force a state to require a CWA section 402 permit for discharges of stormwater runoff from oil and gas\* exploration, production, processing or treatment operations, or transmissions facilities, composed entirely of flows that are from conveyances or systems of conveyances used for collecting and conveying precipitation runoff, and that are not “contaminated by contact with any overburden, raw material, intermediate products, finished product, byproduct or waste products located on the site of such operations.” This exemption applies to both construction and industrial activities associated with oil and gas exploration, production, processing or treatment operations, or transmission facilities.

\*Note: The CWA exemption also applies to industrial stormwater discharges from mines. This exemption does not apply to 404 permits.

On this page:

- Types of Oil and Gas Activities and Facilities that are Either Exempt or Non-Exempt from Stormwater Permitting
- When is a CWA Section 402 (Stormwater) Permit Required for an Oil or Gas Operation?
- Oil and Gas Stormwater Regulatory Background
- Additional Information



# **Types of Oil and Gas Activities and Facilities that are Either Exempt or Non-Exempt from Stormwater Permitting**

## **Exempt Facilities and Activities**

The types of oil and gas facilities and activities subject to the waiver for stormwater permitting fall under “exploration, production, processing or treatment operations, or transmission facilities”. These terms are further explained in Amendments to the National Pollutant Discharge Elimination System (NPDES) Regulations for Storm Water Discharges Associated With Oil and Gas Exploration, Production, Processing, or Treatment Operations or Transmission Facilities <<https://epa.gov/npdes/oil-and-gas-stormwater-permitting-documents>> (bottom page 33635). The list of exempt facilities/activities includes (list not exhaustive):

- Well sites and drill pads
- Access and maintenance roads including haul / maintenance roads solely servicing exempt activities
- Local “borrow pits” to provide sand, gravel, and soil for maintenance of service roads and infrastructure necessary to operate producing oil and gas fields, crude oil pipelines, and natural gas transmission lines. To receive the exemption the facility can only supply material to the exempt oil and gas project.
- Gathering line systems
- Transmission line systems
- Staging areas for oil and gas operations that are contiguous to the exempt project (areas/locations where pipe, sand, etc., are staged for drilling activities)
- Water lines, electric utility lines and railroad infrastructure servicing field exploration and production activities
- Storage tanks and oil-water separators
- Midstream processing plants
- Gas and oil treatment and conditioning equipment (e.g., heater treaters, dehydrators, and CO<sub>2</sub> scrubbers, cryogenic plants, fractionation plants) and the transmission lines leaving these facilities.
- Gas processing plants (natural gas liquids recovery facilities and/or H<sub>2</sub>S “gas sweetening” plants)

- Natural gas pipeline compressor stations
- Crude oil pipeline pump stations
- Crude oil pipelines (i.e., connecting producing fields with a refinery)
- Natural gas transmission lines (i.e., lower pressure lines from producing field to nearest energy “hub” and cross-country, high pressure intra- and interstate pipelines). The exemption ceases at the distribution center (often referred to as the “City Gate”). The distribution center is where the local gas utilities take delivery of the gas and distribute it via lower pressure service lines to customers.
- Dedicated natural gas pipelines connecting LNG terminals to nearest transmission pipeline “hub”
- Newly constructed offshore “islands” used as platforms for Alaskan exploration and production drilling operations
- Central liquid waste treatment set up on a drill pad even if it takes waste from other drill pads

## **Non-Exempt Facilities and Activities**

The following facilities and activities (list may not be exhaustive) are not exempt and must have CWA section 402 permit coverage to discharge stormwater (if they do not qualify for the conditional no exposure waiver). These are typically downstream from an oil and gas exploration, production, processing or treatment operation, or transmission facility, and they involve or support the physical and/or chemical transformation of raw materials into final manufactured products for sale.

- Improvements to public roads for access to projects
- LNG re-gasification terminals
- Conventional petroleum and petrochemical refineries (as defined in 40 CFR 419)
- Fischer-Tropsche “Clean Fuels” synthetic fuel plants
- Ethanol plants
- Oil shale refineries, Cracking Plants
- Natural gas utility or city-owned “end-user” distribution systems connecting industrial, commercial and residential customers

- Offshore jack-up rigs, semi-submersible drill ships, dynamically positioned drill ships, production platforms and LNG re-gasification terminals subject to regulation of deck drainage (40 CFR 435) and Ocean Discharge Criteria (CWA 403)
  - Refined products pipelines (connecting refineries with local and distant product storage facilities)
  - Company and/or privately owned hotels, RV parks, campgrounds, worker camps, barracks and airport facilities servicing oil and gas exploration drilling and production operations
  - Centralized equipment maintenance and storage facilities owned by oil and gas drilling contractors, oilfield service companies (for example, Halliburton, Baker-Hughes, Schlumberger) and operating companies (for example, Devon Energy, BP-Amoco, El Paso) that are not contiguous to an exempt facility/activity
  - Support industries that supply materials and products to the oil and gas industry as well as other industries (for example, metal fabrication shops, sand suppliers, gravel suppliers, concrete suppliers, trucking companies, river barge terminals, etc.)
- 

## **When is a CWA Section 402 (Stormwater) Permit Required for an Oil or Gas Operation?**

Under CWA section 402(l), its implementing regulations, and applicable court decisions, the permitting waiver for an oil or gas operation is not available and the operator must obtain coverage under a CWA section 402 permit covering stormwater discharges from construction (for at least one acre of land disturbance and less than one acre if part of a common plan of development/sale) and/or a permit covering stormwater discharges from industrial activities. See 40 CFR 122.26(c)(1)(iii). These circumstances are tied to the “contaminated by contact with, or do not come into contact with” threshold for permitting. For EPA, the permits typically used are the Construction General Permit (CGP) and the Multi-Sector General Permit (MSGP).

The trigger for stormwater from an oil or gas operation needing CWA section 402 permit coverage is a discharge of stormwater that:

1. Results in the discharge of a “reportable quantity” (RQ) for which notification is or was required under 40 CFR 117.21 or 40 CFR 302.6 at any time since Nov 16, 1987; or



2. Results in the discharge of a RQ for which notification is or was required under 40 CFR 110.6 at any time since Nov 16, 1987; or
3. Contributes to a violation (that is to say, an exceedance) of a water quality standard.

## **Reportable Quantity**

The kind of pollutants to which RQ requirements apply are oil (including grease) or a hazardous substance.

- A RQ for oil is a discharge of oil in such quantities that the Administrator has determined may be harmful to the public health or welfare or the environment of the United States and includes discharges of oil that violate applicable water quality standards or causes a film or sheen upon, or a discoloration of the water surface or adjoining shorelines, or cause a sludge or emulsion to be deposited beneath the water surface or upon adjoining shorelines (see 40 CFR 110.3 (PDF) <http://www.gpo.gov/fdsys/pkg/cfr-2014-title40-vol22/pdf/cfr-2014-title40-vol22-sec110-3.pdf>) (1 pp, 180 K, About PDF <https://epa.gov/home/pdf-files>)).
- For hazardous substances, RQ levels are expressed in terms of pounds released over any 24-hour period and are listed at 40 CFR 117.3 (PDF) <http://www.gpo.gov/fdsys/pkg/cfr-2014-title40-vol22/pdf/cfr-2014-title40-vol22-sec117-3.pdf>) (6 pp, 198 K, About PDF <https://epa.gov/home/pdf-files>) and 40 CFR 302.4 (PDF) <http://www.gpo.gov/fdsys/pkg/cfr-2014-title40-vol28/pdf/cfr-2014-title40-vol28-sec302-4.pdf>) (47 pp, 416 K, About PDF <https://epa.gov/home/pdf-files>)).

## **Water Quality Standards Violation (Exceedance)**

The pollutant of concern during oil and gas-related construction is usually sediment (expressed as total suspended solids or turbidity). Regardless of the type of pollutant(s) in a discharge, all water quality standards of the receiving waterbody must be protected.

Typically, water quality standards are exceeded when:

- A water quality criterion is exceeded; and/or

- The water's designated use is adversely impacted (that is to say, not attained). Any time one of these triggering events occurs, the operator is required to comply with CWA section 402 stormwater permit requirements, meaning, determine or establish permit eligibility, develop a SWPPP, and submit an NOI to be covered (if using one of the general permits). If the discharger is not eligible for a general permit, apply for an individual permit.
- 

## **Oil and Gas Stormwater Regulatory Background**

- The 1987 Water Quality Act (WQA) added § 402(l)(2) to the CWA. This new section forbade EPA and the states from requiring NPDES permits for uncontaminated stormwater discharges from oil and gas exploration, production, processing or treatment operations, or transmission facilities:  
*CWA § 402(l)(2) The administrator shall not require a permit under this section, nor shall the Administrator directly or indirectly require any State to require a permit, for discharges of stormwater runoff from mining operations or oil and gas exploration, production, processing, or treatment operations or transmission facilities, composed entirely of flows which are from conveyances or systems of conveyances (including but not limited to pipes, conduits, ditches, and channels) used for collecting and conveying precipitation runoff and which are not contaminated by contact with, any overburden, raw material, intermediate products, finished product, byproduct, or waste products located on the site of such operations.*

- To address 402(l)(2), EPA codified the permitting exemption in its National Pollutant Discharge Elimination System (NPDES) stormwater regulations on 11/16/1990 in the following two sections in the Code of Federal Regulations:

*40 CFR 122.26(a)(2) The Director may not require a permit for discharges of stormwater runoff from mining operations or oil and gas exploration, production, processing or treatment operations or transmission facilities, composed entirely of flows which are from conveyances or systems of conveyances (including but not limited to pipes, conduits, ditches, and channels) used for collecting and conveying precipitation runoff and which are not contaminated by contact with or that has not come into contact with, any overburden, raw material, intermediate products, finished product, byproduct or waste products located on the site of such operations.*

*122.26(c)(1)(iii) The operator of an existing or new discharge composed entirely of stormwater from an oil or gas exploration, production, processing, or treatment operation, or transmission facility is not required to submit a permit application in accordance with paragraph (c)(1)(i) of this section, unless the facility: (A) Has had a discharge of stormwater resulting in the discharge of a reportable quantity for which notification is or was required pursuant to 40 CFR 117.21 or 40 CFR 302.6 at any time since November 16, 1987; or (B) Has had a discharge of stormwater resulting in the discharge of a reportable quantity for which notification is or was required pursuant to 40 CFR 110.6 at any time since November 16, 1987; or (C) Contributes to a violation of a water quality standard.*

- Since 1992, when EPA began permitting stormwater discharges, the Agency interpreted “oil or gas exploration, production, processing, or treatment operation, or transmission facility” as applying only to the active exploration, extraction and post-extraction activities at an oil or gas extraction facility, meaning, to the activities covered under the industrial stormwater permit, and **not** to exploration or pre-extraction construction activities.
- As a result, EPA required oil or gas-related construction (for example, access roads, drill pads) of five acres or greater to obtain coverage under an NPDES stormwater permit.
- With the promulgation of the Phase II stormwater small construction regulations in 1999, oil or gas construction that disturbed one to five acres would also have had to obtain permit coverage.

- In 2002, shortly before the Phase II regulations took effect, oil and gas industry stakeholders notified EPA that the Agency had incorrectly assumed that oil and gas activities would not be affected by these permit requirements. Industry noted that these regulations would apply to approximately 30,000 sites annually and would have a significant economic impact on the industry.
- In response, EPA deferred until June 12, 2006, the Phase II stormwater requirements for small oil or gas construction activities disturbing one to five acres to analyze the costs and benefits associated with those regulations. EPA intended to propose an action in late 2005 and finalize the action before the June 12, 2006, deferral expiration. This was codified in the CFR:  
*122.26(e)(8) For any stormwater discharge associated with small construction activity identified in paragraph (b)(15)(i) of this section, see 122.21(c)(1). Discharges from these sources, other than discharges associated with small construction activity at oil and gas exploration, production, processing, and treatment operations or transmission facilities, require permit authorization by March 10, 2003, unless designated for coverage before then. Discharges associated with small construction activity at such oil and gas sites require permit authorization by June 12, 2006.*
- § 323 of the Energy Policy Act of 2005 added a new provision to the CWA § 502 defining the term "oil and gas exploration, production, processing, or treatment operations or transmission facilities" to mean:  
*CWA § 502 "... all field activities or operations associated with exploration, production, processing, or treatment operations, or transmission facilities, including activities necessary to prepare a site for drilling and for the movement and placement of drilling equipment, **whether or not such field activities or operations may be considered to be construction activity.**"*
- On June 12, 2006, EPA published a final rule to address the new provision added by the Energy Policy Act of 2005. This regulation specifically exempted from NPDES permit requirements stormwater discharges containing **sediment** (the pollutant most commonly associated with construction; a consequence of the Office of Management and Budget's inter-agency review) from construction activities associated with oil and gas exploration, production, processing, or treatment operations or transmission facilities unless the relevant facility had a discharge of stormwater resulting in a discharge of a reportable quantity of oil or hazardous substances or caused/contributed to a water quality standards exceedance.

- Shortly thereafter, the Natural Resources Defense Council (NRDC) petitioned the Ninth Circuit Court of Appeals for review of EPA's action. On May 23, 2008, the Ninth Circuit issued an opinion in *Natural Resources Defense Council v. United States Environmental Protection Agency*, 526 F.3d 591 (9th Cir. 2008), vacating and remanding EPA's 2006 oil and gas construction stormwater regulation.
- Since EPA's 2006 Oil and Gas Stormwater Rule was vacated, the regulations in place prior to 2006 have been in effect. As a result, the regulations and statutory language currently in effect are:
  - 40 CFR 122.26(a)(2)
  - 40 CFR 122.26(c)(1)(iii)
  - Revised 122.26(e)(8):  
*For any storm water discharge associated with small construction activities identified in paragraph (b)(15)(i) of this section, see §122.21(c)(1). Discharges from these sources require permit authorization by March 10, 2003, unless designated for coverage before then.*
  - CWA § 402(l)(2)
  - CWA § 502

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## Additional information

- Fact Sheet on the Final Rule <<https://epa.gov/npdes/oil-and-gas-stormwater-permitting-documents>>
- Demonstrating the Impacts of Oil and Gas Exploration on Water Quality and How to Minimize these Impacts Through Targeted Monitoring Activities and Local Ordinances <<https://epa.gov/npdes/oil-and-gas-stormwater-permitting-documents>> - In 2005, EPA awarded a grant to the City of Denton, Texas, to monitor and assess the impact of gas well drilling on stormwater runoff, and to provide, if necessary, regulatory and management strategies for these activities. This study, completed in 2007, focused on three nearby gas well sites where pad construction and drilling were occurring. Runoff, primarily from the sites' well pad areas, was monitored and analyzed, as were the contents of on-site drilling mud pits.
- Summary of the Results of the Investigation Regarding Gas Well Site Surface Water Impacts <<https://epa.gov/npdes/oil-and-gas-stormwater-permitting-documents>>

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National Pretreatment Program <<https://epa.gov/npdes/national-pretreatment-program>>

Pesticide Permitting <<https://epa.gov/npdes/pesticide-permitting>>

## **Stormwater**

Construction Activities <<https://epa.gov/npdes/stormwater-discharges-construction-activities>>

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## **Oil and Gas Permitting**

EPA's Residual Designation Authority <<https://epa.gov/npdes/epas-residual-designation-authority>>

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LAST UPDATED ON SEPTEMBER 16, 2021



## GROUNDWATER PROTECTION DETERMINATION

Form GW-2



## Groundwater Advisory Unit

**Date Issued:** 07 July 2021**GAU Number:** 309937**Attention:** BEDROCK PRODUCTION, LLC  
820 GESSNER STE 1100  
HOUSTON, TX 77024**API Number:** 12131884**County:** DENTON**Lease Name:** Turner "C"**Operator No.:** 061620**Lease Number:** 199446**Well Number:** 3**Total Vertical** 7939**Latitude:** 33.080477**Longitude:** -97.315887**Datum:** NAD27**Purpose:** Plug and Abandon (P&A)**Location:** Survey-CABLE, W.; Abstract-285

To protect usable-quality groundwater at this location, the Groundwater Advisory Unit of the Railroad Commission of Texas recommends:

The interval from the land surface to 20 feet below the base of the Cretaceous-age beds must be protected. The base of the Cretaceous is estimated to occur at a depth of 1025 feet.

This recommendation is applicable for all wells drilled in this Abstract-285.

Note: Unless stated otherwise, this recommendation is intended to apply only to the subject well and not for area-wide use. Unless stated otherwise, this recommendation is for normal drilling, production, and plugging operations only.

This determination is based on information provided when the application was submitted on 07/06/2021. If the location information has changed, you must contact the Groundwater Advisory Unit, and submit a new application if necessary. If you have questions, please contact us at 512-463-2741 or [gau@rrc.texas.gov](mailto:gau@rrc.texas.gov).

Groundwater Advisory Unit, Oil and Gas Division

## **CITY OF JUSTIN GAS WELL PERMIT CHECKLIST ITEM 11 (SEC. 32-49, c, 20)**

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Bedrock Production, LLC ( "Bedrock") has received the required Groundwater Advisory Unit's groundwater protection determination letter (the "Letter") from the Railroad Commission of Texas. This issuance of this Letter is to outline the specific areas downhole of the permitted wellbores that are to be protected to ensure usable quality groundwater in the area is unaffected by the gas well being permitted.

Based on the recommendation of the GAU Letter, Bedrock will set surface casing per RRC requirements across all usable-quality water zones to isolate and prevent any contamination. The Letter outlines these depths as being from surface down to the base of the Cretaceous-age beds base which has been identified to be at approximately 1,025'. Surface casing will be centralized and cemented back to surface with RRC approved quality cement. The surface casing will also be tested per RRC requirements prior to drill out. Bedrock will also run production casing back to surface, and it will be cemented across and above all productive and potential flow zones with RRC approved quality cement to control any annular gas migration.

### **Cementing.**

Cementing shall be by the pump and plug method. Sufficient cement shall be used to fill the annular space outside the casing from the shoe to the ground surface or to the bottom of the cellar. If cement does not circulate to ground surface or the bottom of the cellar, the operator or the operator's representative shall obtain the approval of the district director for the procedures to be used to perform additional cementing operations, if needed, to cement surface casing from the top of the cement to the ground surface.

- (i) Surface casing strings must be allowed to stand under pressure until the cement has reached a compressive strength of at least 500 psi in the zone of critical cement before drilling plug or initiating a test. The cement mixture in the zone of critical cement shall have a 72-hour compressive strength of at least 1,200 psi.
- (ii) An operator may use cement with volume extenders above the zone of critical cement to cement the casing from that point to the ground surface, but in no case shall the cement have a compressive strength of less than 100 psi at the time of drill out nor less than 250 psi 24 hours after being placed.
- (iii) In addition to the minimum compressive strength of the cement, the free water content shall be minimized to the greatest extent practicable in the cement slurry to be used in the zone of critical cement. In no event shall the free water separation average more than two milliliters per 250 milliliters of cement tested in accordance with the current API RP 10B-2: Recommended Practice for Testing Well Cements, inside the zone of critical cement, or more than six milliliters per 250 milliliters of cement tested outside the zone of critical cement.
- (iv) The Commission may require a better quality of cement mixture to be used in any well or any area if conditions indicate that a better quality of cement is necessary to prevent pollution, isolate productive zones, potential flow zones, or zones with corrosive formation fluids or prevent a safety issue in the well.

### **Compressive strength tests.**

Cement mixtures for which published performance data are not available must be tested by the operator or service company. Tests shall be made on representative samples of the basic mixture of cement and additives used, using distilled water or potable tap water for preparing the slurry. The tests must be conducted using the equipment and procedures in, or equipment and procedures equivalent to those in, API RP 10B-2, Recommended Practice for Testing Well Cements. Test data showing competency of a proposed cement mixture to meet the above requirements

must be furnished to the Commission prior to the cementing operation. To determine that the minimum compressive strength has been obtained, operators shall use the typical performance data for the particular cement used in the well (containing all the additives, including any accelerators used in the slurry) at the following temperatures and at atmospheric pressure.

- (i) For the cement in the zone of critical cement, the test temperature shall be within 10 degrees Fahrenheit of the formation equilibrium temperature at the top of the zone of critical cement.
- (ii) For the filler cement, the test temperature shall be the temperature found 100 feet below the ground surface level, or 60 degrees Fahrenheit, whichever is greater.

#### Centralizers.

Surface casing shall be centralized at the shoe, above and below a stage collar or diverting tool, if run, and through usable-quality water zones. In nondeviated holes, pipe centralization as follows is required: a centralizer shall be placed every fourth joint from the cement shoe to the ground surface or to the bottom of the cellar. All centralizers shall meet specifications in, or equivalent to, API spec 10D Specifications for Bow-Spring Casing Centralizers; API Spec 10 TR4, Technical Report on Considerations Regarding Selection of Centralizers for Primary Cementing Operations; and API RP 10D-2, Recommended Practice for Centralizer Placement and Stop Collar Testing.

#### Mechanical integrity test of surface casing after drillout.

- (i) If the surface casing is exposed to more than 360 rotating hours after reaching total depth or the depth of the next casing string, the operator shall verify the integrity of the surface casing by using a casing evaluation tool or conducting a mechanical integrity test or equivalent Commission-approved casing evaluation method, unless otherwise approved by the district director.
- (ii) If a mechanical integrity test is conducted, the appropriate district office shall be notified at least eight hours before the test is conducted to give the district office an opportunity to witness the test. The operator shall use a chart of acceptable range (20% - 80% of full scale) or an electronic equivalent approved by the district director, and the surface casing shall be tested at a pump pressure in pounds per square inch (psi) calculated by multiplying the length of the true vertical depth in feet of the casing string by a factor of 0.5 psi per foot up to a maximum of 1,500 psi for a minimum of 30 minutes. A pressure test demonstrating less than a 10% pressure drop after 30 minutes constitutes confirmation of an acceptable pressure test. The appropriate district office shall be notified within 24 hours after a failed test. Completion operations may not re-commence until the district director approves a remediation plan and the operator successfully implements the approved plan, and successfully re-tests the surface casing.



## BEDROCK PRODUCTION, LLC - STATEMENT OF FACTS & ACKNOWLEDGMENT

APPLICANT: BEDROCK PRODUCTION, LLC  
ADDRESS: 820 GESSNER RD., STE 1100, HOUSTON, TX 77024  
CONTACT: TONY TAMBORELLO – 281-836-0416 – ttamborello@bedrockep.com  
PROJECT NAME: TURNER "C" 9H, 10H, 11H, 12H, 13H

I certify that the information included in the packets for both the City of Justin Special Use Permit and Gas Well Application/Permit is true, correct, and complete to the best of my knowledge and ability, and that I will be fully prepared to present the proposal at a Planning and Zoning Commission and City Council public hearing.



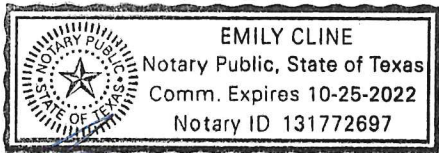
Signature of Spencer Cox  
Chief Operating Officer


5-26-22  
Date

Spencer Cox  
Name

STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26 day of May, 2022, by Spencer Cox, the Chief Operating Officer of Bedrock Production, LLC.



  
Notary Public, State of Texas

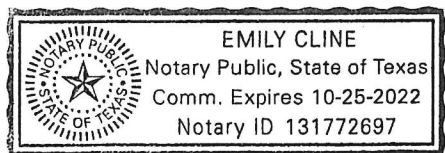
  
Signature of Tony Tamborello  
Director of Land


5-26-22  
Date

Tony Tamborello  
Name

STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26 day of May, 2022, by Tony Tamborello, the Director of Land of Bedrock Production, LLC.



  
Notary Public, State of Texas

Reference #: \_\_\_\_\_

The operator does expressly release and discharge, all claims, demands, actions, judgments, and executions which it ever had, or now has or may have, or assigns may have, or claim to have, against the city, and/or its departments, agents, officers, servants, successors, assigns, sponsors, volunteers, or employees, created by, or arising out of personal injuries, known or unknown, and injuries to property, real or personal, or in any way incidental to or in connection with the performance of the work performed by the operator under a gas well permit.

The operator shall fully defend, protect, indemnify, and hold harmless the city, its departments, agents, officers, servants, employees, successors, assigns, sponsors, or volunteers from and against each and every claim, demand, or cause of action and any and all liability, damages, obligations, judgments, losses, fines, penalties, costs, fees, and expenses incurred in defense of the city, its departments, agents, officers, servants, or employees, including, without limitation, personal injuries and death in connection therewith which may be made or asserted by the operator, its agents, assigns, or any third parties on account of, arising out of, or in any way incidental to or in connection with the performance of the work performed by the operator under a gas well permit.

The operator agrees to indemnify and hold harmless the city, its departments, its officers, agents, servants, employees, successors, assigns, sponsors, or volunteers from any liabilities or damages suffered as a result of claims, demands, costs, or judgments against the city, its departments, its officers, agents, servants, or employees, created by, or arising out of the acts or omissions of the city occurring on the drill site or operation site in the course and scope of inspecting and permitting the gas wells, including, but not limited to, claims and damages arising in whole or in part from the negligence of the City of Justin occurring on the drill site or operation site in the course and scope of inspecting and permitting the gas wells.

It is understood and agreed that the indemnity provided for in this section is an indemnity extended by the operator to indemnify and protect the City of Justin, Texas and/or its departments, agents, officers, servants, or employees from the consequences of the negligence of the City of Justin, Texas and/or its departments, agents, officers, servants, or employees, whether that negligence is the sole or contributing cause of the resultant injury, death, and/or damage.

Signature of operator or their authorized representative:



Date:

5-26-22

**\*\*FOR OFFICE USE ONLY\*\***

Received By

Date Received

Fee Amount

Date Paid

☐

Cash

☐

CC

☐

Check #(s):

Revised: 3/2022



# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

*Know All Men by These Presents:*

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Timothy F. Kelly, R. F. Bobo, Florence McClellan, Kristin Darling, Autumn Stockton, Aaron Clark, Nicholas Patetta, jointly or severally

in the City of Houston, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 25th day of March, 2020.



**RLI Insurance Company  
Contractors Bonding and Insurance Company**

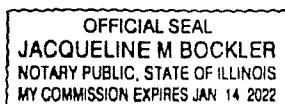
By: Barton W. Davis Vice President

State of Illinois  
County of Peoria

} SS

On this 25th day of March, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jacqueline M. Bockler Notary Public



### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 7th day of February, 2022.

**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: Jeffrey D. Dick Corporate Secretary

TO: RAILROAD COMMISSION OF TEXAS  
Attention: Oil & Gas Division  
Permitting/Production, P-5 Financial Assurance Section  
P.O. Box 12967  
Austin, TX 78711-2967

Bond # CMS0344024

**BLANKET PERFORMANCE BOND**

**P-5PB(2)**  
rev. 6/2002

THE STATE OF TEXAS, COUNTY OF Harris

WHEREAS, persons performing oil and gas operations within the jurisdiction of the Railroad Commission of Texas are required to execute and file with the Commission a bond covering those operations, pursuant to §91.103 and §91.104 of the Texas Natural Resources Code;

WHEREAS, the Principal named below is the operator of certain Commission-regulated operations including but not limited to (1) operations listed on the Commission's P-5 Organization Report records, and/or (2) wells listed on the Commission's Oil and Gas Proration Schedules, and any additional wells that may be obtained prior to the expiration of this bond and carried on the Oil and Gas Proration Schedules;

WHEREAS, the Commission's P-5 Organization Report records and the Oil and Gas Proration Schedules pertaining to the Principal are incorporated herein by reference as if fully set forth at length;

WHEREAS, the Principal desires to perform oil and gas operations and activities within the jurisdiction of the Commission, and which operations and activities must be carried on in full conformance with all state laws and Commission rules, including those laws and Commission rules, orders, and permits requiring operators to plug and abandon all wells and control, abate, and clean up pollution associated with an operator's oil and gas operations and activities;

WHEREAS, Principal acknowledges and agrees that, due to amendments to the Texas Natural Resources Code, amendments to Commission Rules, and/or changes to the Principal's Commission-regulated operations, including without limitation the acquisition of additional wells, it may be required during the effective term of this bond to provide additional financial security beyond the face amount of this bond before its P-5 Organization Report will be accepted and approved.

1. Organization Name, exactly as shown on P-5 Organization Report. <b>Bedrock Production, LLC</b>	2. P-5 Number, if assigned. <b>061620</b>	3. Total # of operator's wells. <b>1,421</b>
4. Other Commission-regulated operations. See bond instruction sheet, Paragraph F. [ Check appropriate operations; example: operating a pipeline = I ] (A) <u>X</u> (B) <u>    </u> (C) <u>    </u> (D) <u>    </u> (E) <u>X</u> (F) <u>X</u> (G) <u>    </u> (H) <u>X</u> (I) <u>X</u> (J) <u>    </u> (K) <u>    </u> (L) <u>    </u>	5. Other operations not included in (A)-(L).	6. Effective Date of P-5 Renewal for which bond is being submitted. (Leave blank if this is the initial bond filing.)

We, Bedrock Production, LLC (person's name) as Principal, and RLI Insurance Company as Surety, duly authorized and qualified to do business in the State of Texas, are held and firmly bound unto the State of Texas in the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$ 250,000.00) payable at Austin, Travis County, Texas, and for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

This bond is conditioned that if the Principal will plug and abandon all wells and control, abate, and clean up pollution associated with its oil and gas operations and activities in accordance with state law and all permits, rules and orders of the Commission, and is in full compliance with the following requirements, then the Principal and Surety are relieved of their obligation to pay the bond amount to the State:

1. Inactive wells shall be maintained in compliance with Commission Statewide Rule 14 (a) by plugging the wells, (b) by restoring the wells to beneficial use, or (c) so as to prevent the pollution of any ground or surface water in the state or any uncontrolled escape of formation fluids from the strata in which they were originally located.
2. All active wells shall be maintained so as to prevent the pollution of any ground or surface water in the state or any uncontrolled escape of formation fluids from the strata in which they were originally located.
3. All oil and gas operations and activities shall be carried out so as to prevent pollution of any ground or surface water in the state.

In the event of a failure of Principal to comply with the conditions and obligations of this bond, the Surety shall promptly remedy such non-compliance, in accordance with the laws of the state and permits, rules, and orders of the Commission, within 60 days of notice of non-compliance.

1. If any well or other oil and gas operation or activity subject to this bond is likely to pollute or is polluting any ground or surface water or allowing uncontrolled escape of formation fluids from the strata in which they were originally located, the Surety shall expend funds up to the face amount of the bond to control, abate and clean up pollution and to prevent further escape of formation fluids.
2. If any well or other oil and gas operation or activity subject to this bond is not polluting any ground or surface water or allowing uncontrolled escape of formation fluids from the strata in which they were originally located, but the Principal has failed to maintain current operator status as reflected on the Commission's P-5 Organization Report records, the Surety shall:
  - (a) Expend funds up to the face amount of the bond to properly plug the well or close any other operation or activity (Surety understands and agrees that plugging or closing operations must be completed once commenced without the expenditure of State Funds, including State Oil-Field Cleanup funds); or
  - (b) Pay liquidated damages. It is agreed by the parties that the actual damages which might be sustained by the Railroad Commission of Texas by reason of the failure to comply are uncertain and would be difficult of ascertainment, and it is further agreed that the sum of \$2.50 per foot multiplied by the total depth of each non-compliant well, up to the face amount of the bond, would be reasonable and just compensation for such failure to comply, and Surety hereby promises to pay and the Railroad Commission of Texas agrees to accept, at its office in Austin, Travis County, Texas such sum as liquidated damages, and not as a penalty, in the event of such failure to comply.

(over)



3. Except as provided by Paragraph 2(b) above, if the Commission has expended State Funds to plug any well, to close any other operation or activity, to control, abate and clean up pollution or take any other action to prevent further escape of formation fluids, the Surety shall reimburse the Commission for the amounts of State Funds so expended up to the face amount of the bond.

Sums demanded under this bond shall be paid to the Railroad Commission at Austin, Texas, within thirty days after receipt of written demand therefor, which demand shall be mailed by registered or certified U.S. mail to the address shown below.

Conditions and obligations under this bond are construed in accordance with state law and all permits, rules, and orders of the Commission, including any amendments thereto that may be made during the term of this bond, and Surety waives notice of any amendments. The State of Texas shall have the right to sue on and otherwise enforce the obligations of this bond without first resorting to or exhausting its remedies against the properties and assets of the Principal.

This bond is effective beginning 150 days after the Principal's P-5 effective date stated in Box 6. If the Principal is filing this bond for the first time, then the bond is effective on the Principal's P-5 effective date for the first year; thereafter, it will be effective 150 days after the P-5 effective date.

The term of this bond shall expire March 30, 20 23 (date must be 150 days after one of the Principal's annual P-5 expiration dates) and is renewable. Written notice of renewal shall be given by the Surety to the Commission on or before the Principal's last P-5 filing date prior to the expiration of this bond. Obligations to pay part or all of the bond amount are deemed released upon the expiration date of the bond unless the Commission has made a claim on the bond or an enforcement action against any operations or activities subject to the bond is pending. Principal and Surety may also be relieved of their obligations to pay part or all of the bond amount by written agreement between the Railroad Commission of Texas, Principal, and Surety.

If the bond amount is not paid in accordance with the terms of this bond and if judgment for any part of the bond amount is awarded through action of the Attorney General in bankruptcy, probate, or any other court proceeding, then the State shall be entitled to court costs and reasonable attorney's fees awarded by the court. Surety's liability for such costs and fees shall not be limited by the amount of this bond. It is agreed and understood that this bond is executed and performable in Austin, Travis County, Texas, and venue for any cause of action construing this bond is proper in Austin, Travis County, Texas.

A transfer, by any means, of any well covered under this bond does not relieve the Surety of any obligation under this bond until the operator acquiring the well has on file with the Commission an approved form of financial security covering the well. The transferred well remains covered by this bond and the Principal and Surety remain responsible for compliance with all laws and Commission rules covering the transferred well until the Commission determines that the well is covered by proper financial security and the acquiring operator has assumed full responsibility for the well in accordance with all state laws, including §91.107, Texas Natural Resources Code and Commission rules.

IN TESTIMONY WHEREOF, said PRINCIPAL has hereunto subscribed his or her name or has caused this instrument to be signed by its duly authorized officers and its corporate seal to be affixed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

IN TESTIMONY WHEREOF, said SURETY has caused this instrument to be signed by its duly authorized officers and its corporate seal to be affixed this 7th day of February 20 22.

Bedrock Production, LLC

PRINCIPAL

(seal)

By \_\_\_\_\_  
NAME & TITLE

RLI Insurance Company

SURETY (ATTACH POWER OF ATTORNEY)

(seal)

By Kristin Darling  
Kristin Darling, NAME & TITLE  
Attorney-In-Fact

9025 N Lindbergh Dr., Peoria, IL 61615

SURETY'S FULL MAILING ADDRESS

9025 N Lindbergh Dr., Peoria, IL 61615

SURETY'S PHYSICAL ADDRESS



# CERTIFICATE OF LIABILITY INSURANCE

2/28/2023

DATE (MM/DD/YYYY)

5/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1508746 Bedrock Energy Partners, LLC 820 Gessner Rd., Ste 1100 Houston TX 77024	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Markel International Insurance Company Limited	
	INSURER B: Arch Insurance Company	
	INSURER C: Ascot Specialty Insurance Company	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 18494480 REVISION NUMBER: XXXXXXXX

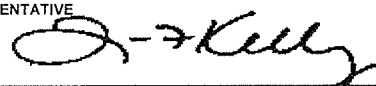
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	JCGL103740	2/28/2022	2/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	81CAB5004502	2/28/2022	2/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	JUMB103255	2/28/2022	2/28/2023	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	81WC1500442	2/28/2022	2/28/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Poll- Primary C Poll- XS	Y	Y	ENPU2110000357-02 ENXU2110000359-02	2/28/2022 2/28/2022	2/28/2023 2/28/2023	\$1M Each Event/\$2M Agg. \$9M Each Event/\$9M Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION See Attachment

18494480 City of Justin 415 North College Avenue Justin TX 76247	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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All policies (except Workers Compensation/EL) include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

All policies (except Workers' Compensation/Employers' Liability) contain a special endorsement with 'Primary and non-contributory' wording.

Excess Liability follows form of underlying General Liability, Auto Liability & Employers Liability policies.

The Commercial Auto policy includes a blanket loss payee endorsement [provision] that confers loss payee status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as loss payee, in the absence of such a contractual obligation on the part of the named insured, the certificate holder is not a loss payee under the policy.

**Named Insured Schedule**

Bedrock Production, LLC

Bedrock Energy Partners, LLC

Bedrock Production EmployeeCo, LLC



**BEDROCK**  
**PRODUCTION, LLC**

## **EMERGENCY RESPONSE PLAN**

**24 Hour Emergency Number**  
**(817) 841-8885**

**Turner Wells**

## **TABLE OF CONTENTS**

1.0	PURPOSE
2.0	INTRODUCTION
3.0	POTENTIAL HAZARDS
4.0	EMERGENCY RESPONSE ACTIONS
5.0	INCIDENT NOTIFICATION PROCEDURES
6.0	COMMUNICATON
7.0	CONTACT NUMBERS
8.0	ACCIDENT/INCIDENT REPORTING PROCEDURES

Well completion (preparing the well to produce);

Construction of facilities (flow-lines, gas/water separation facilities, and storage tanks).

Reclamation of disturbed acreage not needed for gas production or reworking operations;

Well abandonment and well site reclamation

Fluid production from the well is flowed to a separator that separates the gas from the water. Water is considered a waste product and, following separation, is piped to an above-ground storage tank where it is contained until trucked to an approved, offsite disposal facility.

The natural gas is separated from the water and flows through gas measurement facilities, then off the lease via an underground pipeline. Bedrock utilizes third party companies to gather, compress, and transport the gas from its wells.

### **3.0 POTENTIAL HAZARDS**

#### Construction

Construction activities involve the use of heavy equipment and include trenching/excavation activities. In addition to the potential workplace hazards associated with working in/around heavy equipment, potential hazards include inadvertent damage to existing buried service lines.

Construction operations are conducted on behalf of Bedrock by specialized contractors. To minimize the risks associated with construction operations, each contractor has established programs, procedures and equipment for personnel safety. In addition, to minimize the likelihood of problems during trenching and excavation, these operations are conducted in accordance with applicable regulatory requirements and include use of the “one-call” notification system to ensure that existing service lines are identified and marked before excavation operations are commenced.

To facilitate outside agency response in the event of an emergency, personnel (including Bedrock contractors) are provided with telephone contact numbers for the sheriff, police, highway patrol, fire service, and poison control.

Measures to recognize and prevent the above described hazards include training, installation of equipment to prevent trench cave-in, and implementation of safe construction work practices and techniques.

### Drilling, Reworking & Well Service Operations

During drilling, reworking or well service operations, potential hazards include fires, explosions, or gas releases either due to a well control problem or gas migration via the wellbore to the surface. Other potential hazards include workplace safety hazards associated with working in and around drilling equipment and pressurized lines.

Drilling operations are conducted on behalf of Bedrock by specialized contractors. To minimize the risks associated with drilling, reworking and well service operations, each contractor has established programs, procedures and equipment for personnel safety. In addition, to minimize the likelihood of well control problems, operations are conducted in accordance with applicable regulatory rules and requirements of the Texas Railroad Commission.

To facilitate outside agency response in the event of an emergency, personnel (including Bedrock contractors) are provided with telephone contact numbers for the sheriff, police, highway patrol, fire service, and poison control.

### Production

The most significant hazard associated with Bedrock's production operations is a gas leak. If the leaking gas flows into the air, it most likely will dissipate quickly and pose little to no danger. However, if the gas is confined in the presence of an ignition source, it can flash ignite and result in a fire. In addition, gas can displace oxygen which may lead to a localized oxygen deficient environment and result in asphyxiation to exposed individuals.

Bedrock wells are monitored by personnel on a regular basis. Bedrock personnel responsible for monitoring well operations are provided with mobile communications and are trained to detect potentially hazardous situations associated with the production of natural gas. In addition, for those Bedrock wells located near public facilities the wells are provided with a locked fence to prevent unauthorized access.

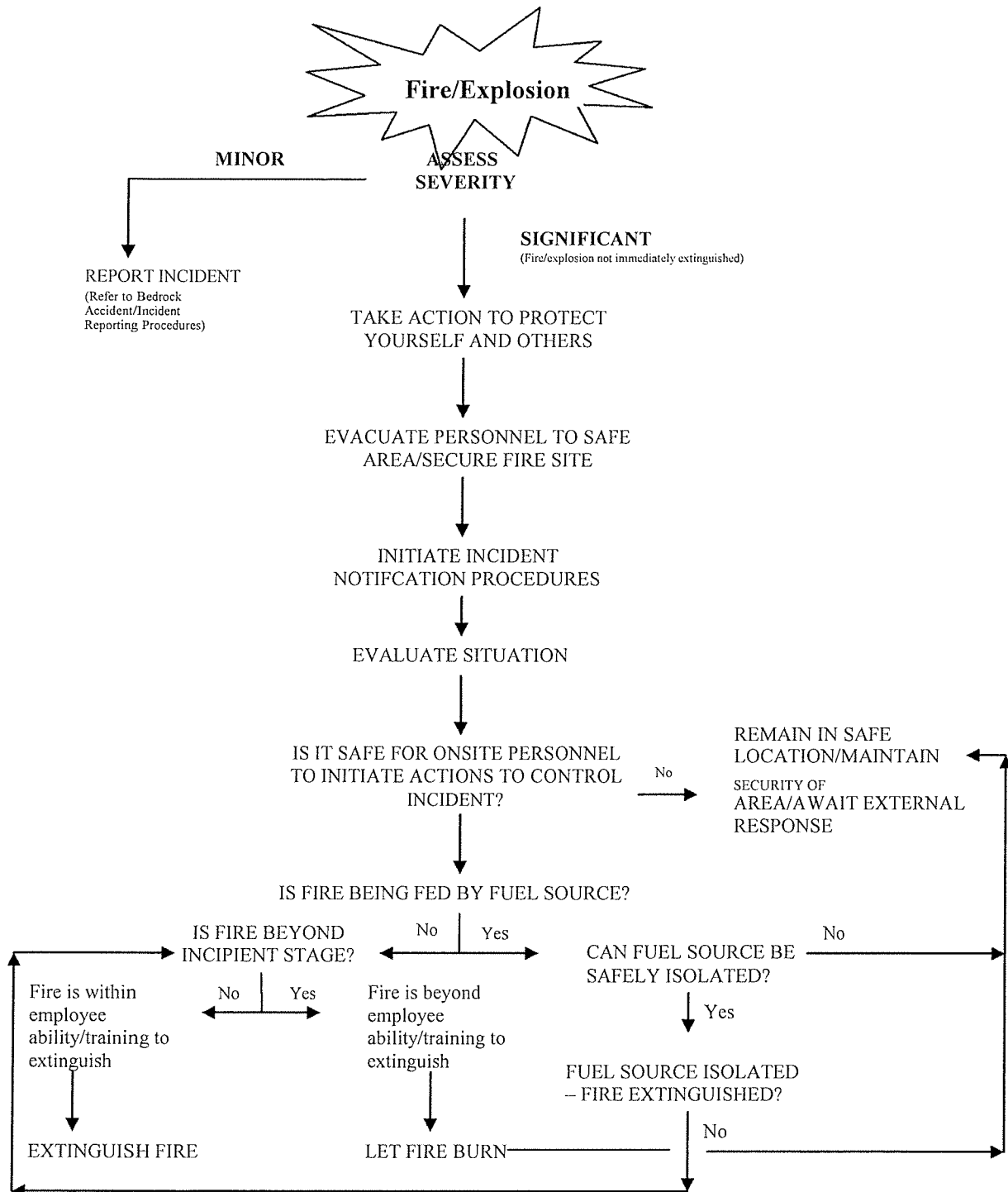
To facilitate outside agency response in the event of an emergency, personnel including Bedrock contractors are provided with telephone contact numbers for the sheriff, police, highway patrol, fire service and poison control.

Each Bedrock-operated well is marked with a sign indicating company name, well number, lease name, legal description of the location of the well, and county. In addition, the sign includes a telephone number that can be utilized to contact Bedrock in the event of an emergency.

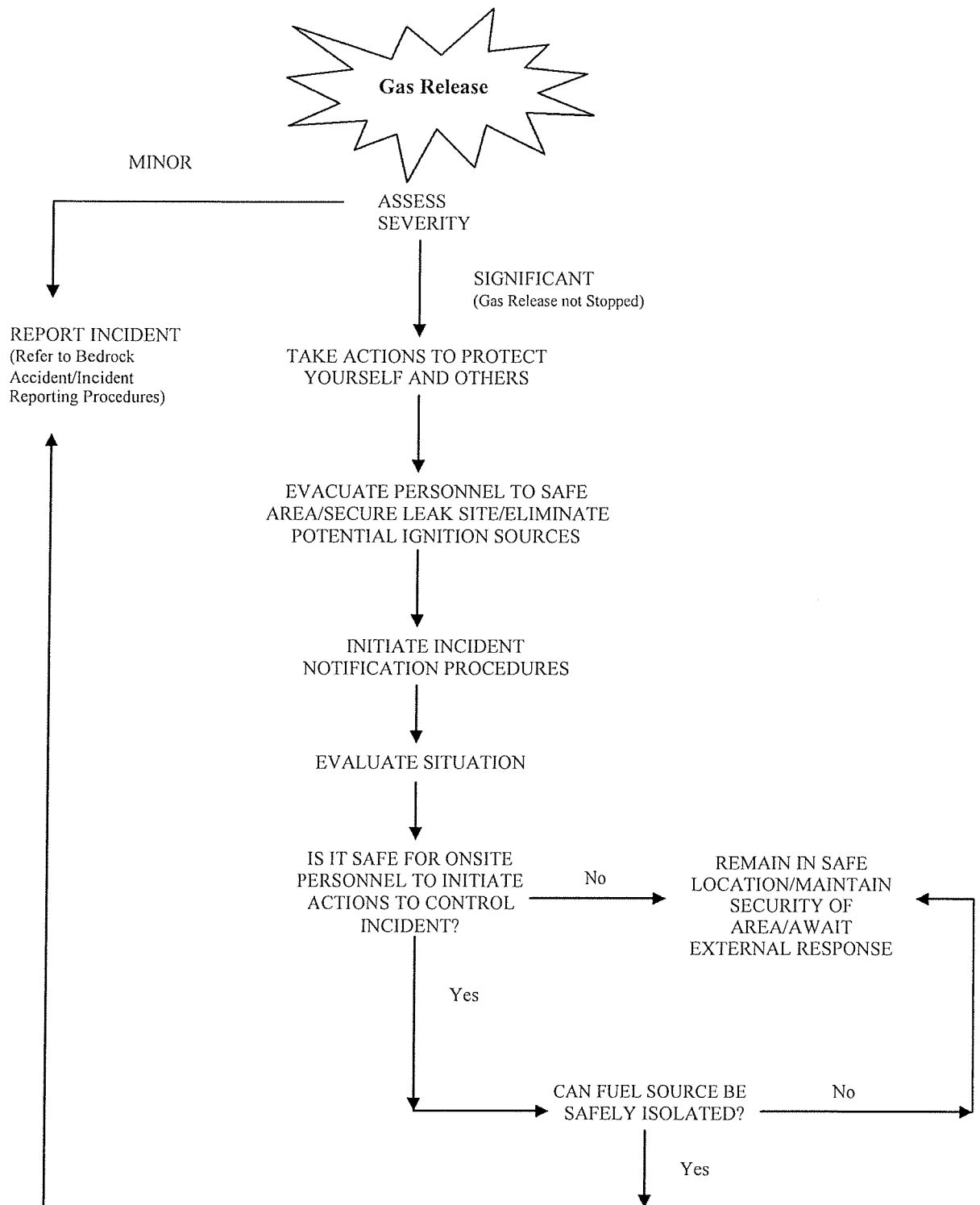


## 4.0 EMERGENCY RESPONSE ACTIONS

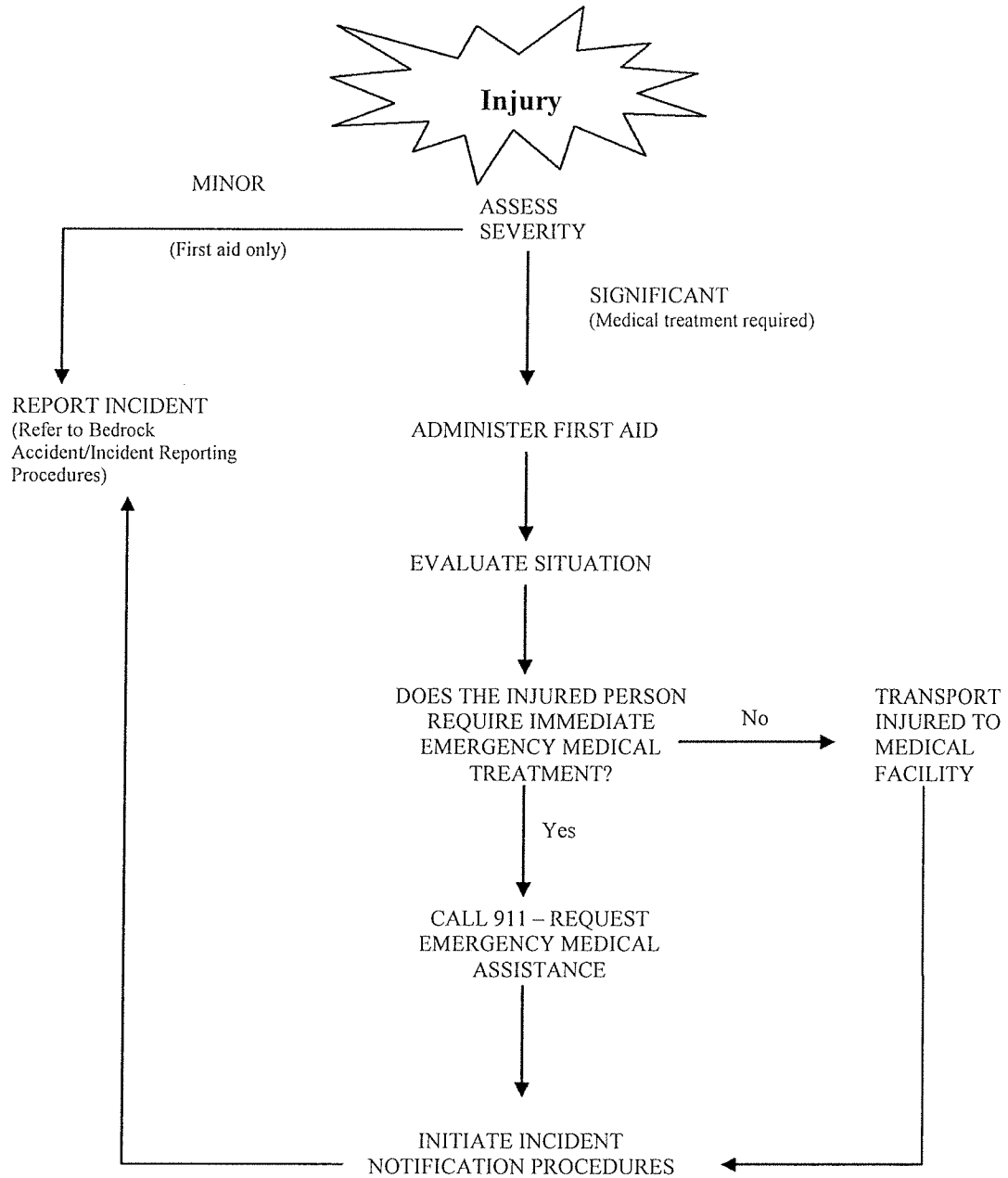
### FIRE/EXPLOSION EMERGENCY FLOWCHART



## GAS RELEASE EMERGENCY FLOWCHART



## INJURY EMERGENCY FLOWCHART



In addition to the above described procedures, the person at the scene will establish the following based on the site conditions:

- Safe distances and places of refuge,
- Site security and control, and
- Evacuation routes and procedures

Emergency medical treatment will be provided by outside medical response agencies. First aid will be provided by Bedrock or contractor employees trained and equipped to render such service.

Personal protective equipment and emergency equipment such as fire extinguishers are provided to all appropriate field personnel and will be accessible for immediate use.

Following an emergency incident a formal critique of the response will be conducted to include recommendations and follow up actions.

## **5.0 INCIDENT NOTIFICATION PROCEDURES**

### **1. Person at scene – Call:**

**Bedrock Production, LLC  
Donald Biehl, Area Manager  
(940) 210-2634**

**and**

**24 hour Emergency Number  
(817) 841-8885**

**And the appropriate number in 7.0 below**

or the appropriate emergency response organization based on incident circumstances.

- Identify yourself
- State the nature of the incident
- Give your exact location •Describe the extent of the incident
- State the extent of any injuries or casualties •Advise of assistance required
- Provide your call back number

### **2. If incident involves contractor employee, Incident Commander\* will contact the affected contractor and advise them of the situation**

3. If incident requires additional Bedrock response actions, Incident Commander shall mobilize additional resources, coordinate the response and notify Reno Management\*\*.

\*Incident commander is Bedrock's, Operations Manager, or their designee.  
Denton County Area Management is Donald Biehl, or his designee.

## **6.0 COMMUNICATIONS**

Communications during an emergency incident will be accomplished using portable mobile telephones, land line telephones, and/or two-way radio, if available. Other forms of communication may include email, for example, to record communications to agencies or corporate personnel. For areas where mobile coverage is not available, emergency personnel will locate and travel to nearest mobile service area.

## **7.0 EMERGENCY CONTACTS**

<u>State of Texas</u>	<u>Emergency</u>	<u>Non-Emergency</u>
Texas Railroad Commission		(512) 463-6838
24 Hour Emergency – Austin Distr. 5 – Kilgore	(512) 463-6788	(903) 984-3026
Texas Emergency Response Center		(800) 463-7727
Texas Commission on Environmental Quality (TCEQ)	(800) 832-8224	(512) 463-7727
Texas One Call (Line Locate)		811
Highway Patrol	911	(800) 525-5555
Poison Control		(800) 764-7661
<u><b>City of Justin – Denton County</b></u>		
City of Justin		(940) 648-2541
Fire Department (Justin)	911	(940) 648-2561
Ambulance	911	

Sheriff (Denton County)	911	(940) 349-1600
Police (Justin)	911	(940) 648-2541
Illegal Dumping (Denton)		(940) 349-8743
Emergency Management- Denton County		(940) 349-2840

**Directions to Nearest Hospital:**

Medical City Denton  
3535 I-35E  
Denton TX 76210  
(940) 384-3535

Get on I-35W N in Argyle from FM 407E, follow I-35W N and I-35E S to S Interstate 35 in Denton. Exit from I-35E S. Take Colorado Blvd to hospital.

**BEDROCK PRODUCTIONS, LLC OPERATING EMERGENCY CONTACTS**

24-hour emergency number: **817-841-8885**

Houston Office:	820 Gessner Rd Suite 1100 Houston, Texas 77024	Telephone: (281) 899-8747
-----------------	--	---------------------------

Bedrock Production, LLC Contact Information			
Name	Position	Office	Mobile
Hans Dube	Director of Operations	817-612-4834	817-228-6975
Donald Biehl	North Barnett Superintendent	940-683-8667	940-210-2634
Randy Hardee	North Barnett Sr. Production Foreman	940-683-8600	940-389-7467
Pamela Fuentes	S&E Coordinator	940-683-8637	940-577-2415
Brandon Sotello	North Barnett S&E Coordinator	940-683-8600	817-304-5911
Spencer Cox	Executive Vice President Operations	281-899-8747	432-254-5140

## **PRIMARY RESPONSE CONTRACTORS**

- |   |                            |                    |              |
|---|----------------------------|--------------------|--------------|
| - | Gas gathering-             | CrossTex           | 318-619-5686 |
|   | Compression                |                    |              |
|   | 24-hour Emergency Number   |                    |              |
| - | Waste Disposal             | New Tex            | 940-683-5487 |
| - | Roustabout Crews/Dirt Work | Smith Oilfield Svc |              |
| - | 24-hour Emergency Number   | 940-210-2170       |              |

## **8.0 ACCIDENT/INCIDENT REPORTING PROCEDURES**

**All accidents are to be reported.** Bedrock and contractor employees shall immediately report any accident, injury, or illness to his or her immediate supervisor or designee.

- The Bedrock Supervisor shall ensure that work-related injuries/illnesses involving Bedrock employees and contractor personnel are formally reported, recorded, and investigated.
- For compensable work-related injuries/illnesses involving Bedrock employees, ensure that any required reports are filed with the appropriate State agency within 10 days.
- The driver of any Bedrock-owned or leased vehicle involved in an accident shall immediately report the incident to their supervisor. The supervisor shall ensure the vehicle accident is formally reported, recorded and investigated.

The Bedrock Area Superintendent of Operations or his designee shall ensure that accidents which result in significant property damage, a fire, and/or potentially serious incident are formally reported, recorded and investigated.

- Where appropriate, Bedrock management will direct that an additional formal investigation of an accident or incident be conducted.



## **BEDROCK PRODUCTIONS, LLC OPERATING EMERGENCY CONTACTS**

24-hour emergency number: **817-841-8885**

Houston Office:                      820 Gessner Rd                      Telephone:    (281) 899-8747  
Suite 1100  
Houston, Texas 77024

<b>Bedrock Production, LLC Contact Information</b>			
<b>Name</b>	<b>Position</b>	<b>Office</b>	<b>Mobile</b>
Hans Dube	Director of Operations	817-612-4834	817-228-6975
Donald Biehl	North Barnett Superintendent	940-683-8667	940-210-2634
Randy Hardee	North Barnett Sr. Production Foreman	940-683-8600	940-389-7467
Pamela Fuentes	S&E Coordinator	940-683-8637	940-577-2415
Brandon Sotello	North Barnett S&E Coordinator	940-683-8600	817-304-5911
Spencer Cox	Executive Vice President Operations	281-899-8747	432-254-5140

<b>Bedrock Production, LLC Contact Information</b>			
<b>Name</b>	<b>Position</b>	<b>Office</b>	<b>Mobile</b>
Hans Dube	Director of Operations	817-612-4834	817-228-6975
Callaway Hall	South Barnett Superintendent	817-612-4832	817-933-7473
Pamela Fuentes	S&E Coordinator	940-683-8637	940-577-2415
Scott Rodgers	South Barnett S&E Coordinator	817-441-5844	940-255-0261
Spencer Cox	Executive Vice President Operations	281-899-8747	432-254-5140



**BEDROCK**  
**PRODUCTION, LLC**

## **Hazardous Materials Management Plan**

**24 Hour Emergency Number**  
**(817) 841-8885**

**Bedrock Energy Partners**

**820 Gessner, Suite 1100**

**Houston, Texas 77024**

## **TABLE OF CONTENTS**

1. Hazardous Material Management Plan
2. Location Design and Potential Hazard Control
3. Hazardous Material Containment
4. Hazardous Materials / Production Locations
5. Incident Notification Emergency Contacts

### **Appendix A**

State & Public Agency & Emergency Services Contacts

### **Appendix B**

Emergency Medical Facilities List

## LOCATION DESIGN & POTENTIAL HAZARD CONTROL

During the production phase of oil and gas exploration, Bedrock Production, LLC understands the potential hazards remains. Operator's management and oversight will continue as so to best control any potentially hazardous conditions.

Waste water and condensate will be collected and stored on site in designated storage tanks. The lease operator shall inspect the well every day for any potential operational problems as well as any releases of gas or hazardous materials from any processing equipment and any non-process or storage equipment that may be needed on the site location for the safe operation of the well. The tank(s) shall be located within a secondary containment barrier which has a non-permeable wall or levee with liner capable of holding the total capacity of the largest tank in containment plus 10% for precipitation. The tank(s) are equipped with high level sensors which will shut off the well in the event the tanks have reached total capacity. The tanks' contents shall be off-loaded by a commercial transporter to the sales point or transported to disposal as required to a permitted disposal site in accordance with the applicable oil and gas regulatory agency requirements.

## HAZARDOUS MATERIAL CONTAINMENT

During well producing operations any hazardous or non-hazardous hydrocarbons or chemicals needed to insure efficient and safe operation of the well be released Production personnel will take immediate action to correct the situation in the safest manner possible to:

- Shut off source of leakage
- Take steps necessary to prevent materials from spreading by using absorbent material or diverting the material by erecting dams or dikes.
- Estimate the size of the area affected for required response
- Call responsible Supervisory personnel and reporting details of the incident along with any additional pertinent information.
- Assist and coordinate the remedial efforts and to prevent additional contamination.

A report to the company shall be made immediately to the company personnel by the on-site supervisor so that the company supervisor can decide as to the magnitude of any contaminant, if any, and report the control and clean up to the agency have jurisdiction. The report shall include, but not be limited to the following:

Name

Well Name and Location

Date

Time Sighted & by who

Size

Origin

Area Affected

Time of Containment

Material Leak

Above information is necessary for assessing the cleanup procedure and agency reporting.

## HAZARDOUS MATERIAL/PRODUCTION LOCATIONS

Bedrock Production, LLC

820 Gessner

Suite 1100

Houston, TX 77024

(281) 899-8747

Directions to Turner C wells

AT THE INTERSECTION OF HWY 407 AND BOSS RANGE RD IN JUSTIN TX, GO SOUTH ON BOSS RANGE RD .40 MILES AND ENTRANCE WILL BE ON YOUR RIGHT.

## INCIDENT NOTIFICATION EMERGENCY CONTACTS

24-Hour Emergency number: 817-841-8885

Houston Office:      820 Gessner  
Suite 1100  
Houston, Texas 77024  
(281) 899-8747

### Bedrock Office Emergency Contacts

Bedrock Production, LLC Contact Information			
Name	Position	Office	Mobile
Hans Dube	Director of Operations	817-612-4834	817-228-6975
Donald Biehl	North Barnett Superintendent	940-683-8667	940-210-2634
Randy Hardee	North Barnett Sr. Production Foreman	940-683-8600	940-389-7467
Pamela Fuentes	S&E Coordinator	940-683-8637	940-577-2415
Brandon Sotello	North Barnett S&E Coordinator	940-683-8600	817-304-5911
Spencer Cox	Executive Vice President Operations	281-899-8747	432-254-5140



1. Or the appropriate emergency response organization based on incident circumstances.

- Identify yourself
- State the nature of the incident
- Give your exact location
- Describe the extent of the incident
- State the extent of any injuries or casualties
- Describe assistance required
- Provide your call back number

2. If incident involves contractor employee, Incident Commander will contact the affected contractor and advise them of the situation

3. If incident requires additional response actions, Incident Commander shall mobilize additional resources, coordinate the response

## **COMMUNICATIONS**

Communications during an emergency incident will be accomplished using portable mobile telephones, land line telephones, and/or two-way radio, if available. Other forms of communication may include email, for example, to record communications to agencies or corporate personnel. For areas where mobile coverage is not available, emergency personnel will locate and travel to nearest mobile service area.

## Appendix A

### State & Public Agency & Emergency Services Contacts

<u>State of Texas</u>	<u>Emergency</u>	<u>Non-Emergency</u>
Texas Railroad Commission		(512) 463-6887
24 Hour Emergency – Austin	(512) 463-6788	
Distr. 9 – Wichita Falls		(940) 723-2153
Texas Emergency Response Center		(800) 463-7727
Texas Commission on Environmental Quality (TCEQ)	(800) 832-8224	(512) 463-7727
Texas One Call (Line Locate)		(800) 545-6005
Highway Patrol	911	(800) 525-5555
Poison Control		(800) 764-7661

#### City of Justin

##### Electric/Gas Services

Electrical Service: **TXU**-(866) 898-3465

Gas Service: **None**

Local Emergency Planning Commission		(940) 349-2840
Fire Department	911	(940) 648-2561
County Sheriff Department	911	(940) 349-1700
Denton City Police Department	911	(940) 349-7923

#### Local Ambulance Services:

1. Acadian Ambulance - (940) 383-0555 Denton, TX
2. Aubrey Area Ambulance - (940) 365-9911 127 S Woodrow Ln, Denton, TX 1.12 mi.
3. Guardian Ems - (940) 566-7983 300 Dallas Dr, Denton, TX 0.88 mi.

4. Sacred Cross Ems Incorporated - (940) 566-2211 2341 N Masch Branch Rd, #401, Denton, TX 4.14 mi.
5. Northstar Ems - (940) 383-0555 Denton, TX 1.11 mi.
6. Sacred Cross Ems Incorporated - (940) 482-6184 141 W McCart St, Krum, TX 6.92 mi.
7. Oklahoma **Ambulance** Association - (940) 464-7799 201 Morning Dove Ct, Argyle, TX 7.90 mi.
8. Acadian **Ambulance Service** - (214) 943-0555 Lake Dallas, TX 9.01 mi.
9. Aubrey Area **Ambulance** Incorporated - (940) 365-9785 200 W Sycamore St, #B, Aubrey, TX 10.34 mi.
10. Lifeguard **Ambulance Service** of Dallas- (972) 661-0792 4355 N Beltwood Pky, Dallas, TX

## Appendix B

### Emergency Medical Facilities List

Name	Phone Number
------	--------------

#### Level I – Comprehensive

Baylor University MC	(214) 820-0111
Children’s MC of Dallas	(214) 456-7000
John Peter Smith Health Network	(817) 927-1128
Parkland Memorial Hospital FW	(214) 590-5055

#### Level II – Major

Cook Children’s MC	(682) 885-4000
MC of Plano	(972) 596-6800
Methodist Dallas MC	(214) 947-8181
TH Harris Methodist Hospital FW	(817) 250-2000

#### Level III - Advanced

Denton Regional MC	(940) 384-3535
Hunt Regional MC Greenville	(903) 408-5000
Medical Center of Arlington	(817) 465-3241
Texoma MC	(903) 416-4000
TH Harris Methodist HEB	(817) 848-4000
TH Presbyterian Hospital Plano	(972) 981-8000

**Level IV – Basic**

Dallas Regional MC	(214) 320-7000
Ennis Regional MC	(972) 875-0900
Lake Granbury MC	(817) 573-2273
Lake Pointe MC	(972) 412-2273
Muenster Memorial Hospital	(940) 759-2271
Navarro Regional Hospital	(903) 654-6800
North Texas MC	(940) 665-1751
Palo Pinto General Hospital	(940) 325-4471
Red River Regional Hospital	(903) 583-8585
TH Harris Methodist Azle	(817) 444-8600
TH Harris Methodist Cleburne	(817) 641-2551
TH Harris Methodist Stephenville	(254) 965-1500
TH Presbyterian Hospital Allen	(972) 747-1000
TH Presbyterian Hospital Kaufman	(972) 932-7200
Weatherford Regional MC	(817) 341-2273
Wise Regional Health System	(940) 627-5921

## **CITY OF JUSTIN GAS WELL PERMIT CHECKLIST ITEM 5 (SEC. 32-49, c, 4)**

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Bedrock Production, LLC ( “Bedrock”) has employed the services of a drilling contractor, Mark Prestridge, (the “Contractor”) to oversee the drilling of any wells contemplated within this Special Use Permit and future Gas Well Permits (collectively “the Permits”) that will be presented to the P&Z Board and City Council Members. Bedrock has not contracted a rig at this time to commence any drilling on this property and will not do so until all proper authorities have accepted and granted the Permits.

Bedrock’s Contractor is unable to provide a true route as requested as this time for two (2) reasons.

1. We do not have a rig contracted and therefore are unable to give the Board or the City Council a real description of where the rig will actually come from. The rig could be coming in from Oklahoma, South Texas, West Texas or Possibly in the Fort Worth Basin area. Due to the uncertainty of where the rig will be directed from we are unable to determine a true route to our location at this time.
2. Any rig company that is to be employed by Bedrock prior mobilization, is required to contact the Texas Department of Transportation (“TXDOT”). It is with TXDOT that the rig company is required to coordinate a route to get the rig from the point it will be coming from to the end point. The end point here being our lease also called the Turner Lease.

Bedrock will be sure to notify the City of Justin as soon as a rig contract has been signed and the route the rig will be taking as soon as TXDOT has furnished the preferred/required route that will laid out for Bedrock.

## Information

<b>Number</b>	523	<b>Rig Type</b>	ST
<b>Superintendent</b>	Bryce Boyd	<b>Operation Centre</b>	Mid Continent
<b>Alpha Enabled</b>			
<b>Category</b>	Electric	<b>Class</b>	Super Triples
<b>Rated Vertical Depth (ft)</b>	13124	<b>Horsepower Range</b>	< 1000
<b>Rated with Drill Pipe (in)</b>	4		
		<b>Loads Winter (include boiler)</b>	50 W/O Boiler
<b>Region</b>	US Operations Group 1		

### CALGARY

525 8th Avenue S.W., Suite 800  
 Calgary, Alberta T2P 1G1 Canada  
 403.716.4500

### HOUSTON

10350 Richmond Ave., Suite 700  
 Houston, Texas 77042 USA  
 713.435.6100



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## Drawworks

<b>Mechanical/Electric Drawworks</b>	VFD Alta-Rig ARS-1200-AC	<b>Drawworks Rated Power (hp)</b>	1200
<b>Drawworks Capacity (lbs)</b>	475200		
		<b>Rating (hp) – Each Motor</b>	1230

## Mast

<b>Mast Type</b>	Cantilever Triple	<b>Mast Manufacturer</b>	Hodgson / Jaco
<b>Static Hook Load (lbs)</b>	500180	<b>Mast Clear Height (ft)</b>	136
<b>Drill Line Size (in)</b>	1-1/4	<b>Number of Mast Lines</b>	10
<b>Drill Line SF=2 (lbs)</b>	648000	<b>Drill Line SF=3 (lbs)</b>	432000
<b>Racking Capacity</b>	Confirmed	<b>Racking Board Finger Spacing (in)</b>	5.25

## Substructure

<b>Substructure Type</b>	One Piece		
<b>Floor Height (ft)</b>	14' 0"	<b>Kelly Bushing to Ground (ft)</b>	18' 0"
<b>Substructure Clear Height Max (ft)</b>	10' 4"		
<b>Rotary Capacity (lbs)</b>	449600	<b>Setback Capacity (lbs)</b>	400144

## Substructure Moving System

<b>System Style</b>	Moving		
<b>System Direction</b>	X-Y	<b>Pony Height (ft)</b>	4'0"
<b>Umbilical Style</b>	Suitcases - Hoses	<b>Max Umbilical Length (ft)</b>	See Rig Layout

### CALGARY

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## Hoisting and Rotating Equipment

<b>Top Drive Model</b>	NOV IDS350PE	<b>Top Drive Capacity (tons)</b>	350
		<b>Rotary Table Capacity (lbs)</b>	1010000
		<b>Rotary Table Clearance (in)</b>	27-1/2
<b>Power Wrench Model</b>	NOV ST-80	<b>Max Diameter (in)</b>	8.5

## Catwalk

<b>Catwalk Style</b>	Hydraulic Skate		
----------------------	-----------------	--	--

## Power Generation

<b>Generator Quantity</b>	3	<b>Generator Drive</b>	CAT 3512
<b>Generator Fuel System</b>	Diesel	<b>Generator Rating (kW)</b>	1365

<b>Generator Quantity</b>	1	<b>Generator Drive</b>	CAT C-16
<b>Generator Fuel System</b>	Diesel	<b>Generator Rating (kW)</b>	620

<b>Generator Quantity</b>		<b>Generator Drive</b>	
<b>Generator Fuel System</b>		<b>Generator Rating (kW)</b>	

## Miscellaneous Equipment

		<b>Boiler Rating (hp)</b>	125
<b>Fuel Tank Qty</b>	1	<b>Total Fuel Tank Capacity (gal-US)</b>	2000
<b>Water Tank Qty</b>	1	<b>Total Water Tank Capacity (bbl)</b>	500

<b>Special Equipment</b>	7° Drift Indicator,Auto-Driller,Drilling Recorder,Flare Tank,Hydraulic Catheads,Hydraulic Catwalk,Pad Drilling Equipment,Pipe Tubs,Power Tong,Rig Manager Quarters,Self Moving Substructure,Substructure Leveling Jacks,Hydraulic Catwalk c/w Skate		
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### CALGARY

525 8th Avenue S.W., Suite 800  
 Calgary, Alberta T2P 1G1 Canada  
 403.716.4500

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## Mud Pump 1

Mud Pump 1 Manufacture & Model	BPMMP - BSF-1600 (Triplex)	Mud Pump 1 Rated Power (hp)	1600
Mud Pump 1 Stroke (in)	12	Mud Pump 1 Max Pressure Rating (psi)	5000
		Rating (hp) – Each Motor	1500
		Drive Type	Baylor CM632UUT

## Mud Pump 2

Mud Pump 2 Manufacture & Model	BPMMP - BSF-1600 (Triplex)	Mud Pump 2 Rated Power (hp)	1600
Mud Pump 2 Stroke (in)	12	Mud Pump 2 Max Pressure Rating (psi)	5000
		Rating (hp) – Each Motor	1500
		Drive Type	Baylor CM632UUT

## Mud Pump 3

Mud Pump 3 Manufacture & Model		Mud Pump 3 Rated Power (hp)	
Mud Pump 3 Stroke (in)		Mud Pump 3 Max Pressure Rating (psi)	
Mud Pump 3 Drive Quantity		Rating (hp) – Each Motor	
Pump Integrated		Drive Type	

## Mud System

Total Tank Volume (bbl)	840	# of Mud Tanks	3
Shale Shaker Quantity	2	Shale Shaker	Derrick Hyperpool 4P

### CALGARY

525 8th Avenue S.W., Suite 800  
 Calgary, Alberta T2P 1G1 Canada  
 403.716.4500

### HOUSTON

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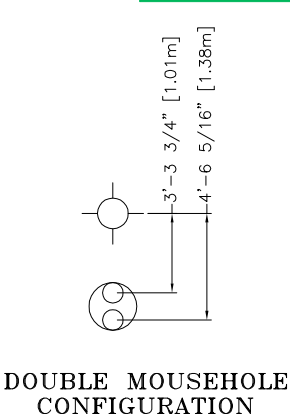
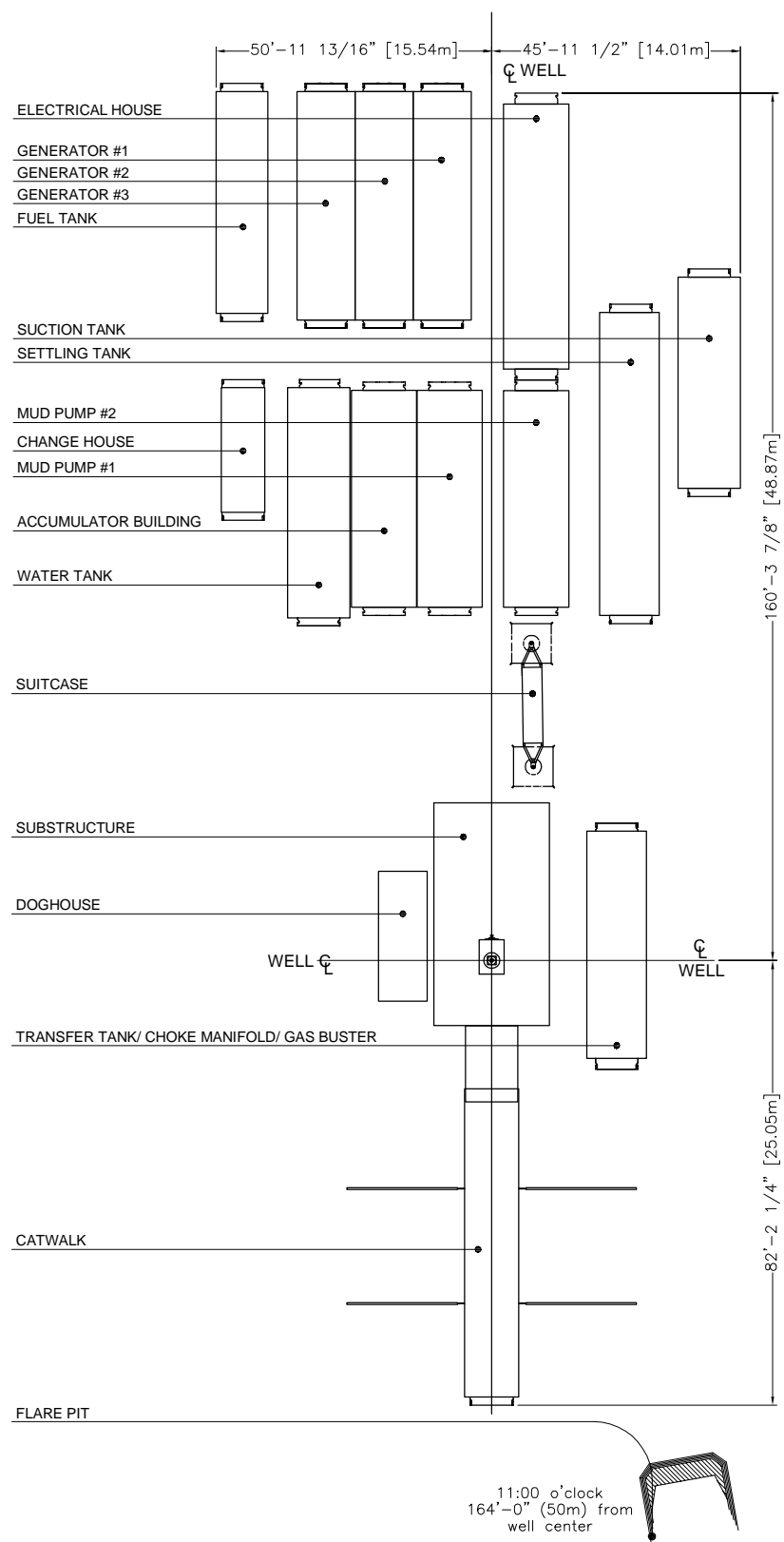


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# RIG LAYOUT

# RIG 523ST



DATE: NOV 06, 2017  
DWG No.: 851-523ST-I2  
APPROVED BY J. MCIVOR  
REVISED BY M. KELLEY

0 16'-6" 33'-0" 49'-6"  
[0m] [5m] [10m] [15m]

MINIMUM LOCATION SIZE	
FROM HOLE CENTER	
TO CROWN END	180'-6" (55m)
TO BACK OF RIG	170'-6" (52m)
TO DOG HOUSE SIDE	131'-0" (40m)
TO SUMP SIDE	197'-0" (60m)



PRECISION DRILLING

## Turner C Drill Timeline

Start Date	Mon, 11/7/2022
Display Week:	

Display Week: <div></div>					Nov 7, 2022							Nov 14, 2022							Nov 21, 2022							Nov 28, 2022							Dec 5, 2022							Dec 12, 2022							Dec 19, 2022							Dec 26, 2022							
TASK	NOTES	Days	% Complete	START	END	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1
Turner C Pad																																																													
Well Work	Set RBP's in 3 wells, swap wellheads for TA Caps	9		11/7/22	11/16/22																																																								
Pad Construction	Disassemble existing facility, ready pad to receive rig	21		11/17/22	12/8/22																																																								
Conductors	5 Conductor Holes	6		12/9/22	12/15/22																																																								
Drilling	1 week - Move in Rig Up 10 weeks - Drlg 1 week - Rig down move out	84		12/16/22	3/10/23																																																								
Facility	Rebuild facility / Pipeline Tie-in	14		3/11/23	3/25/23																																																								
Frac	5 wells - 24 hrs 4 weeks	28		3/26/23	4/23/23																																																								
Drillouts	5 wells - 24 hrs 4 days per well	20		4/24/23	5/14/23																																																								
Flowback	Flowback & Reclaim Pad	14		5/15/23	5/29/23																																																								

City Council Meeting

September 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #5

**PUBLIC HEARING: (6:00P.M.)** Conduct a Public Hearing to rezone approximately 31.38 acres from General Business and from SF-2 to General Business- Planned Development. The rezone is proposed for the properties legally described as LOTS 1 – 7, BLOCK 1, LOTS 1-3, BLOCK 2, LOT 3A, BLOCK 3, and LOT A, BLOCK 4 JUSTIN TOWN SQUARE, HARDEMAN CENTRE ADDN PH 1 BLK 2 LOT 1, JWR 711 ADDITION BLK A LOTS 1- 3

Department: Administration

Contact: Matt Cyr, Development Services Director

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Recommendation: Staff recommends consideration based on the request.

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Background:

A request was made by OES and the City to rezone the subject property from General Business and from SF-2 to General Business- Planned Development.

CURRENT ZONING: SF-OT and GB-OT

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PROPOSED ZONING: GB PLANNED DEVELOPMENT

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FLUP DESIGNATION: Commercial

ADJACENT ZONING:

North: SF-2

South: MF and GB

West: SF-2

East: GB-OT

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ADJACENT USES:

North: Residential

South: Villas at Reatta

West: Reatta Ridge

East: Non-Residential

ZONING ANALYSIS: Currently, the zoning is GB-OT and SF-2 and is proposed to change to GB- PD. The zoning change would be consistent with the Future Land Use Plan if approved.

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P&Z Recommendation:

The Commission unanimously recommended approval on June 21, 2022.

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City Attorney Review:

NA

Attachments:

- 1) Proposed PD Standards
- 2) Concept Plan
- 3) Map
- 4) Ordinance

## Justin Town Square Zoning District (JTS-PD)

### A. Purpose and Intent:

1. Coordinating public and private investments for the greatest effect including the investments already underway in the area;
2. Providing greater walkability within the district and to adjoining destinations and appropriate transitions to adjoining neighborhoods;
3. Promoting walkability by bringing some buildings closer to the street where they can interact with pedestrians and be more visible to potential customers;
4. Providing greater market flexibility by allowing a range of commercial and civic uses within the same district; and
5. Ensuring the quality of development through the establishment of urban design standards and providing for a streamlined development review and approval process to facilitate economic development.

### B. Sub-Districts Established: The Justin Town Square Zoning District (JTS-PD) is divided into three component sub-districts—the Highway Commercial (HC) Sub-District, the General Mixed-Use (GMU) Sub-District, and the Civic Mixed-Use (CMU) Sub-District—as shown on the Regulating Plan (Appendix A).

1. Highway Commercial (HC) Sub-District: includes the area with direct frontage along FM 156. This district may contain commercial uses with a focus on design standards to create a more attractive gateway into Justin. The design standards will emphasize aesthetic treatments along the FM 156 frontage.
2. General Mixed-Use (MU) Sub-District: shall be the area that focuses on transforming internal streets such as Justin Lane and Tally Boulevard into walkable streets. Buildings that line 'A' Frontage streets often will have associated parking provided on-street or behind the primary buildings. Development would generally support a walkable mixed-use context along key blocks with a wide mix of restaurant, retail, office, and entertainment uses.
3. Civic Mixed-Use (CMU) Sub-District: focuses on the creation of a mixed-use area that is anchored primarily by civic/public uses such as City Hall, fire station, police services and open spaces such as a central green, town square or plaza, and the portion of Bishop Park south of Trail Creek. Development standards within the CMU Sub-District address the transformation of large undeveloped into smaller pedestrian-friendly blocks for a range of public uses and complementary amenities. Development standards would be more flexible in this Sub-District due to the widely varying needs of different public facilities.

### C. Regulating Plan: The Regulating Map, Appendix A, establishes the boundaries of the three sub-districts as described above and within the Justin Town Square Zoning District. The map indicates Type 'A' and 'B' frontages, and special requirements within the district.

### D. Applicability: The provisions of the JTS-PD, when in conflict, shall take precedence over any provisions of the City of Justin Zoning Ordinance, as amended, except as noted herein. Development standards not addressed in this District shall be governed by the Zoning Ordinance to the extent they are not in conflict with the intent or text of the JTS-PD standards.

### E. Administration: All development and redevelopment that meets the standards in this Section shall be approved administratively by the City Manager or designee.

1. Site Plan required: All commercial and non-single family residential uses shall submit a site plan meeting the requirements in Section 52-403 of the City of Justin Zoning Ordinance.
  2. Administrative adjustments: The City Manager or designee may approve a deviation to standards up to 25% of the established requirement specifically to accommodate applicant requests or to address the following site-specific conditions:
    - i. Steep grades on the site
    - ii. Existing utilities and/or easements
    - iii. Existing vegetation that is to be preserved
    - iv. Accommodate wider sidewalks, trails, or cross access between properties
  3. Specific Use Permits – All uses requiring a Specific Use Permit may only be considered by City Council as established in Section 52-62 of the City of Justin Zoning Ordinance
  4. Appeals of Administrator decisions and variances shall be deferred to City Council as established in Section 52-369 of the City of Justin Zoning Ordinance.
- F. Land Uses Permitted: Table 1 shall establish the land uses permitted by JTS-PD sub-district. Uses not listed in the table shall not be allowed in the JTS-PD

TABLE 1: Justin Town Square Schedule of Uses				
Chart Legend: "P" Permitted Use, "S" Specific Use Permit required, "Blank" Use Not Allowed		Justin Town Square Zoning District		
USE TYPE	ZONING DISTRICT →	HC	GMU	CMU
	USE			
PUBLIC AND CIVIC USES				
Education	College, university or private school	S	S	S
	Day care center (child or adult)		P	
	Learning Center	P	P	
	Trade and commercial schools	S	S	
Government	Animal Shelter			S
	Fire station			P
	Government maintenance facility			S
	Government office facility	P	P	P
	Museum, library or fine art center, art gallery or museum	P	P	P
	Nonprofit organization or institutional	P	P	P
	Post office	P	P	P
Health Care Facilities	Ambulance dispatch station			S
	Stand-alone Urgent care or emergency care centers	P	S	
	Therapy Provider	P	P	
	Health services facility; including doctor's office or medical clinic	P	P	P
	Hospice	P	P	P
	Massage therapy, med spa, and day spa	P	P	



<b>TABLE 1: Justin Town Square Schedule of Uses</b>				
<b>Chart Legend: "P" Permitted Use, "S" Specific Use Permit required, "Blank" Use Not Allowed</b>		<b>Justin Town Square Zoning District</b>		
<b>USE TYPE</b>	<b>ZONING DISTRICT →</b>	<b>HC</b>	<b>GMU</b>	<b>CMU</b>
	<b>USE</b>			
<b>Recreation</b>	Center, community recreation, government operated or controlled			P
	Center, community recreation, private or nonprofit	P	P	
	Park or playground (public or private)	P	P	P
	Recreation or amusement establishment (indoor) (max. sq. footage of 20,000 sq.ft.)	P	P	P
<b>Religious</b>	Place of worship (primary use)	P	P	
	Institutions of religious or philanthropic nature	P	P	
	Place of worship auxiliary use	P	P	
<b>Utilities</b>	Electric power substation	S	S	S
	Power plant or central electric station			
	Stealth telecommunications towers	S	S	S
	Telecommunications antenna (on structure)	S	S	S
	Telecommunications tower	S	S	S
	Utility transmission or distribution line	P	P	P
	Sewage pumping stations	S	S	S
	Water supply or storage facility			S
<b>COMMERCIAL USES</b>				
<b>Entertainment and Eating</b>	Amusement or recreation, indoor (max. sq. footage of 20,000 sq.ft. in one building)	P	P	
	Bar, tavern, or cocktail lounge	S	S	
	Health or recreation club	P	P	P
	Indoor recreation	P	P	
	Lodge or civic club	P	P	P
	Museum/cultural facility	P	P	P
	Movie theater (indoor)		P	P
	Micro-brewery, micro-distillery or winery (with restaurant or retail sales)	P	P	
	Restaurant without drive-through-service, café, cafeteria	P	P	
	Restaurant with drive-through service (fast food)	S	S	
<b>Office</b>	Bank, financial institution (without drive thru)	P	P	
	Bank, financial institution (with drive thru behind the building relative to FM 156)	P	P	

TABLE 1: Justin Town Square Schedule of Uses				
Chart Legend: "P" Permitted Use, "S" Specific Use Permit required, "Blank" Use Not Allowed		Justin Town Square Zoning District		
USE TYPE	ZONING DISTRICT →	HC	GMU	CMU
	USE			
Retail Sales and Service	Alternative Lending institutions	S	S	
	Offices, professional and administrative	P	P	P
	Animal hospital (no outdoor runs; overnight boarding limited to pet under treatment)	S	S	
	Antique shop	P	P	
	Appliance, sales, supply or repair	P	P	
	Bakery, retail sales	P	P	
	Barber, salon or beauty shop	P	P	
	Book, stationery stores or newsstand	P	P	
	Candy or cake shop	P	P	
	Caterer or wedding service	P	P	
	Clothing/wearing apparel sales, new	P	P	
	Clothing/wearing apparel sales, used	S	S	
	Convenience store (no gas pumps)	P	P	
	Copy store or commercial print without off-set printing	P	P	
	Dance studio	P	P	
	Dog training school	S		
	Drapery shop	P	P	
	Dressmaking, custom; millinery shop	P	P	
	Freestanding department store	P	P	
	Freestanding discount superstore	S	S	
	Furniture sales, new and used (office or residential) in a building	P	P	
	General merchandise store	P	P	
	Grocery store, meat market	P	P	
	Handicraft shop	P	P	
	Hardware store	P	P	
	Interior decorating	P	P	
	Kennel (with no outdoor runs)		S	
	Kiosk	S	S	S
	Large retail store	P	P	
	Laundry or dry cleaning collection office	P	P	
	Leather goods shop	P	P	
	Liquor or package store	P	P	
	Locksmith	P	P	
	Medical supplies/equipment sales or rental	P	P	
	Optician	P	P	

<b>TABLE 1: Justin Town Square Schedule of Uses</b>				
<b>Chart Legend: "P" Permitted Use, "S" Specific Use Permit required, "Blank" Use Not Allowed</b>		<b>Justin Town Square Zoning District</b>		
<b>USE TYPE</b>	<b>ZONING DISTRICT →</b>	<b>HC</b>	<b>GMU</b>	<b>CMU</b>
	<b>USE</b>			
	Pawnshop	S		
	Pet day care (no overnight lodging)	P	P	
	Pharmacy/drugstore with drive-through	S	S	
	Pharmacy/drugstore without drive-through	P	P	
	Photograph, portrait/camera shop or photo finishing	P	P	
	Recording studio	P	P	
	Shoe shine shop	P	P	
	Studio, music, art or photography	P	P	P
	Studio for radio or television	P	P	P
	Tailor, clothing or apparel shop	P	P	
	Wedding chapel		P	
	Vapor store	S		
	Veterinary clinic (with indoor kennels)	P	P	
Vehicle Sales and Service	New auto accessory and parts sales store	P		
	Carwash, full or self service			
	Gasoline/service station with convenience market (over 4 mpd requires SUP)	P		
	Parking area or garage		P	P
<b>LIGHT INDUSTRIAL</b>				
Light Industrial Services	Printing, lithographing, book-binding, newspapers or publishing	S	S	
	Scientific and research labs	S	S	
<b>HEAVY INDUSTRIAL</b>				
	Gas compression facilities, gathering stations*	S	S	S
	Gas drilling and production*	S	S	S
	Oil drilling and production*	S	S	S
* In conformance with City of Justin Gas Drilling Ordinance				
<b>OTHER USES</b>				
	Commercial outside display	S	S	
	Outside storage, screened*	P	P	
	Hospital		S	
	Residence for security purposes, temporary	S	S	S
	Trailer, portable; sales, construction or storage during construction	P	P	P

TABLE 1: Justin Town Square Schedule of Uses				
Chart Legend: "P" Permitted Use, "S" Specific Use Permit required, "Blank" Use Not Allowed		Justin Town Square Zoning District		
USE TYPE	ZONING DISTRICT →	HC	GMU	CMU
	USE			
RESIDENTIAL USES				
	One-family dwelling, 2 <sup>nd</sup> floor and higher only.		S	
	Multifamily dwelling, 2nd floor and higher only.		S	
	One-family attached (townhouse, rowhouse)		S	
	Senior Adult Housing		S	
	Assisted Living Facility		S	
LODGING				
	Hotel, motel, inn, short-term and vacation rentals		P	

## G. Site Development Standards

Standard	Highway Commercial (HC)	General Mixed-Use (GMU)	Civic Mixed-Use (CMU)
Building Setbacks (measured from the property line) (minimum):			
FM 156	20' min	NA	NA
Primary Street (Type 'A' Street South of the Town Square)	NA	5' min. (0' minimum with firewall) 20' max.	NA
Primary Street (Type 'A' Street or Type 'A' Easement along or North of the Town Square)	NA	5' min. (0' min with firewall.) no max.	5' min. (0' min with firewall.) no max.
All other streets	10' min.	10' min.	10' min.
Side or rear	5' min.	5' min. (0' min with firewall.)	5' min.
Parking setbacks (from Type 'A' Street or Type 'A' Easement)	NA	Behind the primary building or a 5' landscaped green belt.	Behind the primary building or a min. 5' landscaped green belt.
Parking setbacks (secondary street)	15' along FM 156	Behind the front façade of the building along the street or a min. 5' landscaped green belt.	NA
Lot area	NA	NA	NA
Min. Lot Width:	50'	40'	NA
Max. Building Height	2 stories and not to exceed 35'	3 stories and not to exceed 45'	5 stories and not to exceed 75' (towers integrated into the

Standard	Highway Commercial (HC)	General Mixed-Use (GMU)	Civic Mixed-Use (CMU)
			building's architecture shall be exempt from this height limitation)
Min. % of usable open space (maybe designated public or private)	5% of the overall sub-district	5% of the overall subdistrict	
Max. Lot Coverage	70%	80%	NA

1. Due to the irregularity of the lots, lot width shall be measured as the average (mean) horizontal distance between the side property lines of a lot. The measurement shall be taken at two points. The narrowest point of the lot and the widest point. These two points shall then be averaged to form the lot width.

#### H. Off-Street Parking

1. Section 52-233 Parking Requirements based on Use, 52-235 Location of parking spaces and 52-237 Off-street loading space of Chapter 52 Zoning of the City of Justin Code of Ordinances shall not apply. All other standards related to off-street parking and loading in Division 6, Chapter 52 shall apply. In lieu of standards in Section 52-233, 52-235 and 52-237, the following shall apply.
2. In order to facilitate easier transitions between uses to create a more market responsive mixed-use environment, off-street parking ratios shall be based on following major categories of uses:
  - i. All commercial and public uses (except those described in Section 2. ii below): shall include all public, retail, restaurant, office, service, and light industrial uses: 1 space for every 275 sq.ft. of gross leasable area (GLA);
  - ii. Public Assembly uses: shall include facilities or areas for people to gather together with fixed seating for religious worship, cultural and sporting events, art performances, movie theaters and similar uses. Facilities without fixed seating will base the parking on the maximum occupancy of the assembly room as determined by the Fire Marshal: 1 space for every 4 seats or persons.
3. All parking spaces required herein shall be located on the same lot with the building or use served, except as described in Section 4. Shared parking agreements below.
4. Shared parking agreements: The City Manager may approve shared parking facilities for development within Justin Town Square with different operating hours or different peak business periods if the shared parking complies with all of the following standards.
  - i. Location: Shared parking spaces shall be located within the GMC and/or CMU Zoning Districts.
  - ii. Shared Parking Analysis:
    - a. Where shared parking is contemplated, the applicant may be required to include parking accumulation analyses as a part of the request for approval. The analysis shall include the parking demand for each hour over a 12- to 24-hour period for a typical high-volume day. This will determine the minimum number of spaces that shall be provided. Based on the analysis submitted, if the maximum number of vehicles accumulated during a peak hour or hours for all overlapping uses exceeds the number of spaces that are required to be provided, shared parking shall be limited. A prorated number of shared parking spaces may be permitted administratively based on the justification information of the analysis.

- b. A maximum of 50 percent of the parking spaces required for theaters, bowling alleys, dancehalls, nightclubs, churches, school auditoriums or similar uses may be provided and used jointly by any two similar uses not normally open, used or operated during the same hours; provided, however, that written agreement thereto is properly executed and filed as specified in this section. For example, any portion of a shared parking lot between a church and a night club may not be used for yet another similar use under this category.
  - iii. Agreement for Shared Parking: A shared parking plan will be enforced through a written agreement among all owners of record. Shared Parking Agreements across the entirety of the JTS-PD are encouraged, including between privately and publicly owned property. An attested copy of the agreement between the owners of record shall be submitted to the City Manager for review and approval. The applicant shall record the agreement in the county deed records prior to the issuance of a building permit or certificate of occupancy for any use to be served by the shared parking. A shared parking agreement may be terminated if all required off-street parking spaces will be provided in accordance with the requirements of Section G.2 above.
  - iv. Amendments to pre-existing agreements shall be made pursuant to the terms of this Section and shall be done by written agreement.
- 5. Off-street loading spaces shall not be required in the JTC-PD. Loading shall be restricted to off peak hours, public loading zones (if any), private drives and/or private parking areas.
- I. Site Design Standards (driveways and cross access)
  - 1. Driveways shall be allowed along FM 156 only if no other access either exists or is proposed from any directly adjoining street.
  - 2. Driveway spacing and widths shall meet TxDOT standards for the roadway classification.
  - 3. Cross-access easements:
    - i. Min. of 24' wide cross-access easements shall be provided to adjoining lots within the JTS-PD regardless of the development status of the adjoining lots.
    - ii. Location of the cross-access easements shall be established during the site plan.
- J. Building Design Standards
  - 1. Façade Composition: Building facades that face a public street or private street with a public access easement shall comply with the minimum requirements illustrated in diagram below.

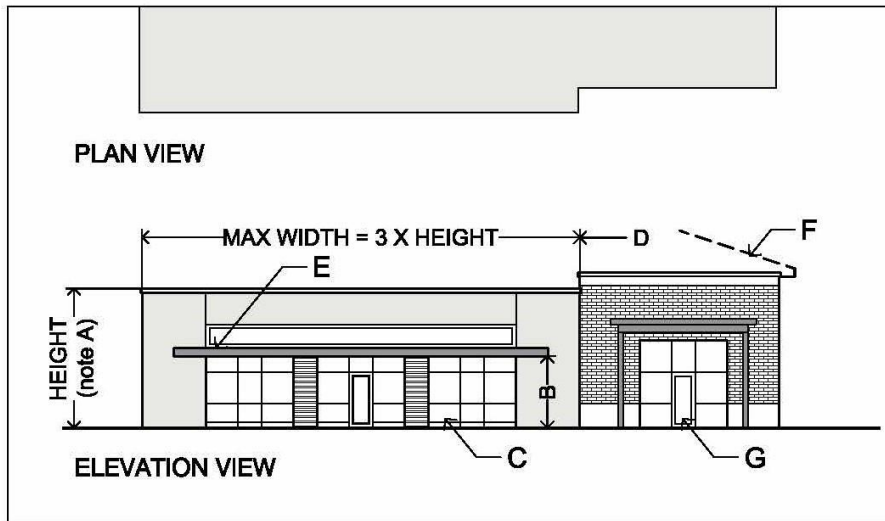
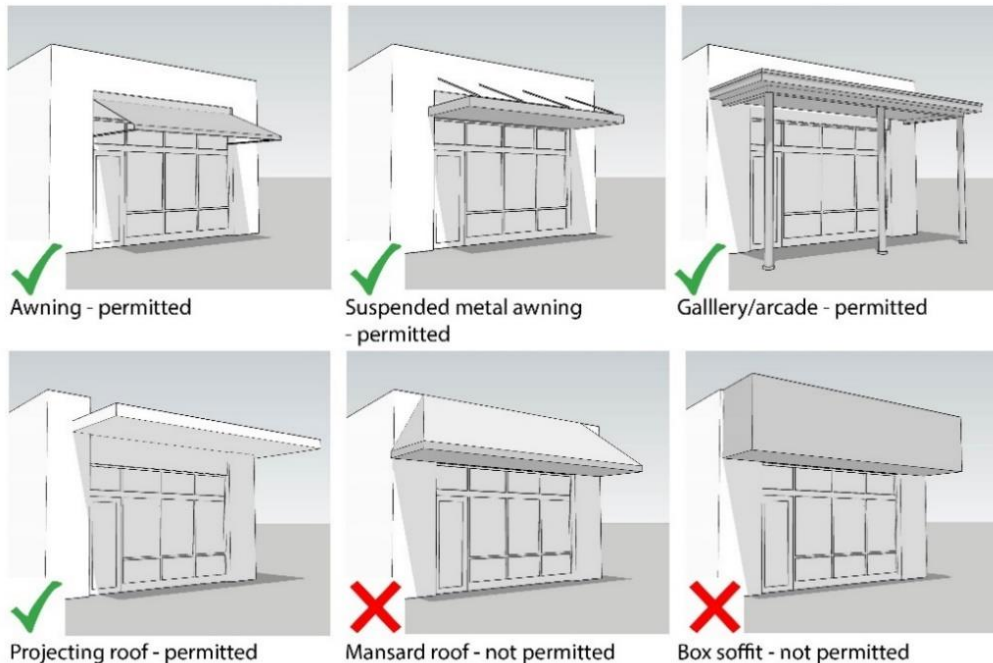


Figure A Façade Composition

DIAGRAM ANNOTATIONS:

- A. Façade height shall be minimum of 15 feet for parapet wall, or 12 feet for a sloped roof eave.
- B. Storefront glazing to be minimum 9 feet high and shall extend within 0-16" of the sidewalk grade.
- C. Minimum glazing as a percentage of the total wall area shall be 25%
- D. Walls that exceed the height and width ratio of 1:3 (3 feet in width per 1 foot in height) shall incorporate a change in the architectural features. These changes shall include the following: a change in the horizontal plane with a minimum one-foot recess or projection from the adjacent wall, a change in the wall height of two feet, a change in exterior wall material, a change in the storefront opening proportions (doors, windows, etc.), and change in the shading device (i.e. cover, awning, etc.) configuration (type, height, extension, color). Staff shall determine the appropriate amount of façade articulation.
- E. A shading device shall be incorporated along a minimum of 50% of the façade length.
- F. Optional sloped roof
- G. Doors to be commercial grade with minimum 40% glazing.

2. Building Orientation and Entrances along Type 'A' Streets:
  - i. Buildings south of the northern boundary of the town square with frontage along Type 'A' Streets only on one side of the building, shall be oriented to have their longer sides along Type 'A' Streets.
  - ii. Buildings south of the northern boundary of the town square with more than one side that has frontage along Type 'A' Streets shall only be required to have their longer side along the north-south portion of the Type 'A' Street.
  - iii. Buildings north of the northern boundary of the town square with frontage along Type 'A' Streets may orient their building(s) at their discretion.
  - iv. Buildings along Type 'A' Streets shall have at least one entrance facing the Type 'A' Street.
  - v. Building entrances shall have a pedestrian connection from the entry to the public sidewalk on a Type 'A' Street.
  - vi. Additional primary and secondary entrances may also be provided around all sides of the building.
3. Building components:
  - i. Glazing:
    - a. Buildings shall incorporate commercial grade storefront window systems. Glass shall be clear or lightly tinted. Reflective (mirror) glass is not permitted.
    - b. Minimum glazing as a percentage of the total façade area shall be 25%.
  - ii. Roofs: roofs shall be low slope behind a parapet wall, and/or sloped hip or gable roofs having a minimum slope of 4:12 and a maximum slope of 8:12.
  - iii. Roof Top Mechanical Equipment: Exterior building walls shall be tall enough to shield all rooftop mechanical equipment from the view from anywhere on an adjoining public street or sidewalk within 100' of the building. Other screening devices such as latticework, louvered panels, and any other screening treatments are permitted.
  - iv. Awnings and shading devices: Awnings, projecting roofs, and porches shall be permitted as shown in Figure B Shading Devices.



*Figure B Shading Devices*

- K. Landscaping and Buffer Requirements: Standards in Division 5 Landscaping and Buffer Requirements of the City of Justin Code of Ordinances shall apply to the Justin Town Square district with the following modifications:
1. Buffer along the west property line abutting a single-family neighborhood: Provide a Type F2 Buffer Yard as described in Figure C. The minimum width of the buffer shall be 15' with a typical width of 18' and incorporate a minimum eight-foot (8') wide paved trail connecting Reatta Park to Bishop Park as shown in the Concept Plan. Alternate materials may be considered such as hard packed crushed stone or similar durable and firm material. The city may waive the requirement for a six-foot wall where existing fences are in place and/or where grade changes between the abutting properties necessitate a retaining wall or berm. Single family rear yards shall be permitted to have access directly to the trail from the rear yard where feasible.
  2. Buffer along the south property line abutting an existing multi-family property: Provide a Type F2 Buffer Yard as described in Figure C. The fencing requirement shall be waived for this buffer.
  3. Buffer along Highway FM 156: Provide a Type B Buffer Yard, as described in Figure C, along the highway frontage. Coordinate the exact location of the buffer yard with the city to accommodate existing conditions including overhead utility lines. A single shade tree species, selected from Table 52-9, shall be utilized consistently along the Highway frontage.
  4. Parking lot landscaping requirements: The following is intended to expand on the requirements set forth in Sec. 52-208.
    - i. Provide planter islands as indicated in Sec 52-208 with the following modifications: 100% of required planters to have shade trees, except that planter islands that have light poles may substitute two understory/accent trees for the required canopy tree.; in no case shall there be more than 12 parking spaces in a row without a planter and tree. Disperse trees throughout parking lots to achieve maximum shade coverage.



- ii. Parking lots that face a Type 'A' Street as designated on the Justin Town Square Regulating Plan, and along Tally Boulevard, shall be screened with a hedge of evergreen shrubs obtaining a mature height greater than 24 inches. Any approved hedge shrubs must be a minimum of eighteen inches in height at the time of planting, and spaced on minimum 24-inch centers. Hedge shall be maintained at a height of 24"-42".
5. Landscaping placed in any easement shall be reviewed and may be approved by the Development Review Committee in conjunction with the Site Plan process.

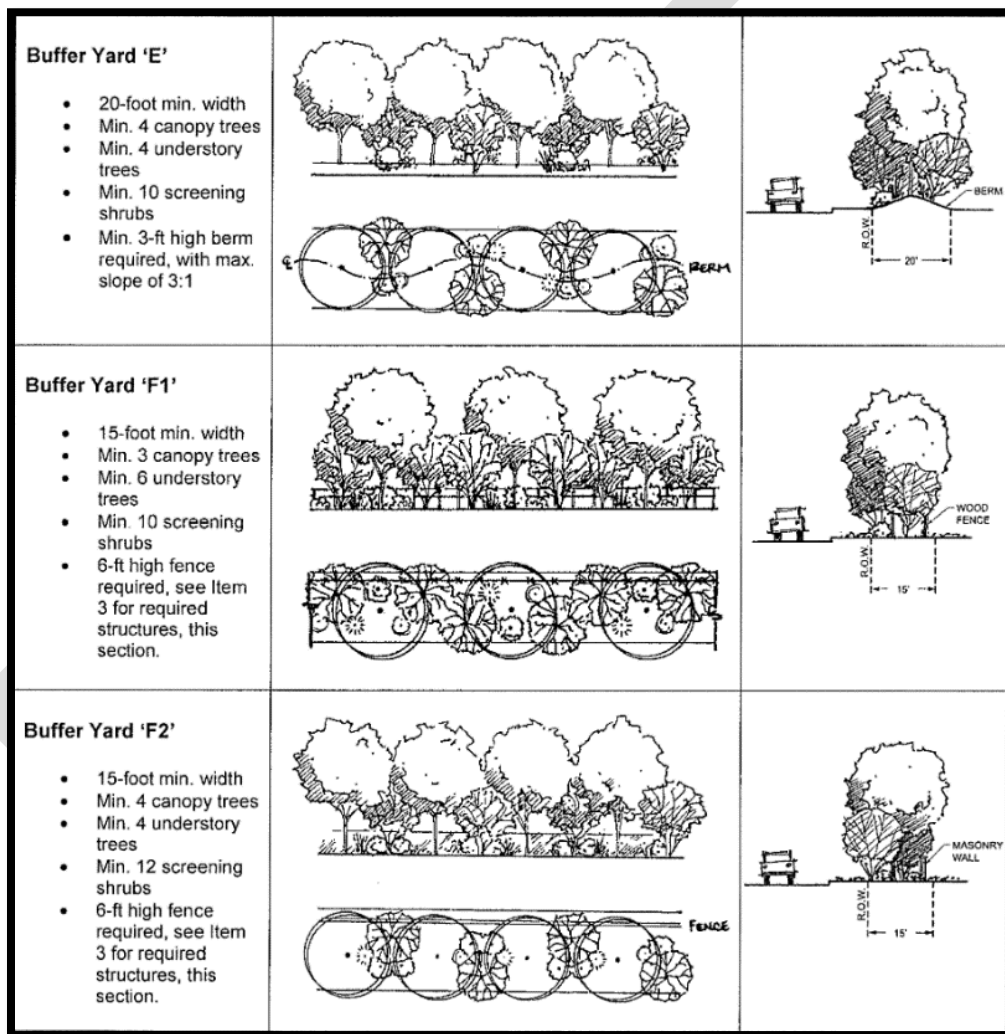


Figure C

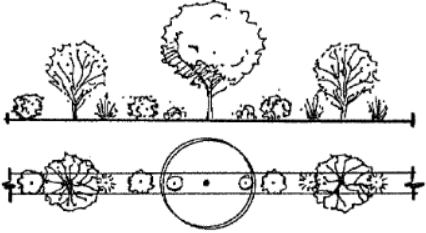
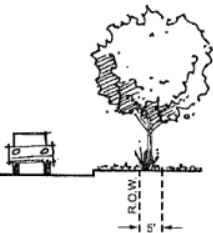
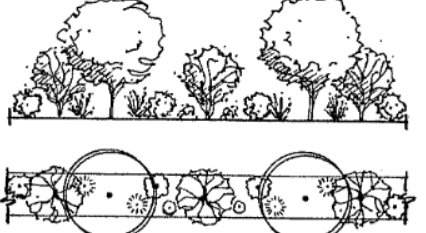
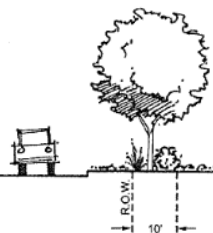
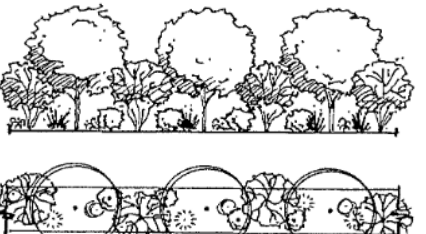
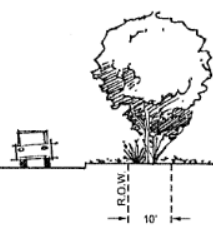

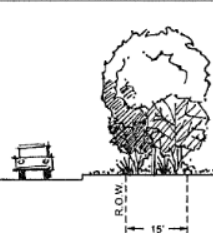
<p><b>Buffer Yard 'A'</b></p> <ul style="list-style-type: none"> <li>• 5-foot min. width</li> <li>• Min. 1 canopy tree</li> <li>• Min. 2 understory trees</li> <li>• Min. 8 screening shrubs</li> <li>• No fence or berm required</li> </ul>		
<p><b>Buffer Yard 'B'</b></p> <ul style="list-style-type: none"> <li>• 10-foot min. width</li> <li>• Min. 2 canopy trees</li> <li>• Min. 3 understory trees</li> <li>• Min. 10 screening shrubs</li> <li>• No fence or berm required</li> </ul>		
<p><b>Buffer Yard 'C'</b></p> <ul style="list-style-type: none"> <li>• 10-foot min. width</li> <li>• Min. 3 canopy trees</li> <li>• Min. 4 understory trees</li> <li>• Min. 12 screening shrubs</li> <li>• No fence or berm required</li> </ul>		
<p><b>Buffer Yard 'D'</b></p> <ul style="list-style-type: none"> <li>• 15-foot min. width</li> <li>• Min. 3 canopy trees</li> <li>• Min. 4 understory trees</li> <li>• Min. 18 screening shrubs</li> <li>• No fence or berm required</li> </ul>		

Figure D

- L. Usable Open Space Standards: A minimum of 5% of the land area by Sub-district shall be designated as usable open space which shall meet the following criteria:
1. Improvements: Usable open space shall consist of landscaped open space areas that are intended for passive, active or visual enjoyment and may include seating, fountains, gardens, pergolas, landscaped areas, landscaping buffers and café dining. Up to 75% of the required area may be paved with concrete or unit pavers (asphalt not permitted). Paved areas used to comply with Usable Open Space Standards shall be provided with shade trees not less than one per 1,000 sf of paved area.
  2. Location: Usable Open Space shall be located anywhere on a property, including along a public street or public easement, adjacent to a building entrance, or along a public trail. Parking lot

landscaping, or open space that is surrounded by parking lots, or landscaping within the public right-of-way or public access easement, shall all count toward this requirement.

M. Sign Regulations: Standards in Chapter 36, Sign Regulations, of the City of Justin Code of Ordinances shall apply to the Justin Town Square PD with the following modifications:

1. Monument signs shall not be permitted on a Type 'A' street as designated on the Regulating Plan.
2. Projecting signs: building occupants that are classified as commercial uses for Entertainment and Eating, may utilize a projecting sign as all or part of the area allowance for wall signs. Projecting signs are to be double sided and may incorporate LED neon type lighting. Examples of projecting signs are shown in Figure E.



*Figure E Examples of projecting signs*

3. Blade signs and canopy signs: In addition to the signs permitted in Chapter 36, each tenant space shall be permitted to have one blade sign OR canopy sign located within 15 feet of the occupant entry door. The area of the Blade or canopy sign shall not count against the area of other permitted signs.
  - i. Blade signs: Shall be mounted to the building wall and project at a 90 degree angle. Signs shall not exceed 8 sf and have a head clearance of 8 feet from the sidewalk elevation. See example in Figure F.
  - ii. Canopy sign: Shall be mounted to the underside of a fixed canopy or awning structure. Signs shall not exceed 8 sf and have a head clearance of 8 feet from the sidewalk elevation. See example in Figure F.



Figure F Left, example blade sign; right, example canopy sign

#### N. Transportation and Trails

1. Streets – Any Public and/or Private Streets or Driveways shall meet the minimum standards as set forth in Section 42-81 of the Justin Code of Ordinances, however cross-sections that do not meet those minimum standards, but that encourage urban pedestrian-oriented development can be approved by the City Manager.
2. Trail System
  - i. The Project shall integrate an off-street Trail System as each parcel on the Trail System is built upon providing pedestrian and bicycle connectivity within the GMU and CMU Zoning Districts. The Trail System shall include a meandering path for pedestrians and bicycles with a minimum width of eight (8) feet, except where the trail is along a roadway in which case it is not required to meander. The Trail System shall integrate with the required sidewalks to create a continuous path throughout the Project between Reatta Park and Bishop Park.
  - ii. A town square park shall be located between the Civic Mixed-Use Tract and the General Mixed-Use Tract, as generally shown in Appendix “A”. This pocket park may not function as drainage/detention pond, but may count towards open space requirements.
  - iii. All drive aisles and sidewalks shall be designed, and easements conveyed to connect to existing or future drive aisles, sidewalks, trails, or parks on adjacent parcels.

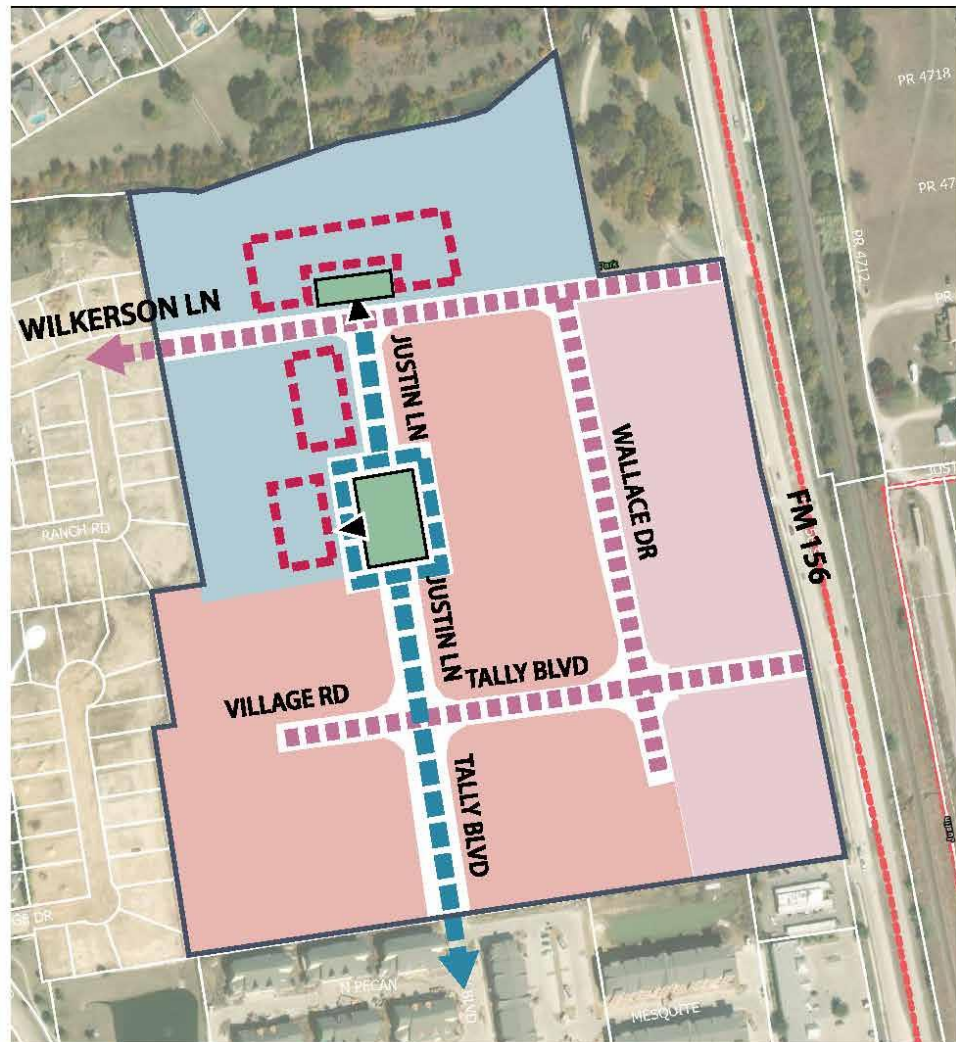
O. Definitions: Many terms used in this PD are defined in the Section 52-1 of the City of Justin Zoning Ordinance. Definitions are only included here if not defined in the Zoning Ordinance, Subdivision Regulations, or Sign Ordinance, or if the definition for this PD differs from the existing definitions. In case of a conflict between the definitions under this Section and other city ordinances, the definitions in this section shall supersede.

1. Day-care center (adult or child): A child day care establishment primarily cares for more than six (6) infants and/or minors and often may offer recreation and education programs. These facilities are licensed, certified, or registered by the State to provide their respective services. Adult day care establishments provide care during the day for six (6) or more adults with disabilities or seniors. These facilities are licensed, certified, or registered by the State to provide their respective services.

2. Standalone emergency care or urgent care center: An urgent care center is a walk-in clinic focused on the delivery of medical care for minor illnesses and injuries in a stand-alone medical facility outside of a traditional hospital-based or freestanding emergency department (ED). Other names for similar types of facilities include but are not limited to after-hours walk-in clinics, minute clinics, quick care clinics, minor emergency centers, and minor care clinics.
3. Indoor amusement or recreation center: These establishments operate fitness and recreational sports facilities, or, provide services for fitness or recreational sports teams, clubs, or individual activities within enclosed structures. The facilities-operating establishments to be classified here include, but are not limited to: fitness clubs, gyms, enclosed arenas, enclosed recreational ball parks and courts, amusement centers and more. This category also includes facilities for a wide variety of indoor sports, entertainment, games of skill, or recreation to the general public for a fee where the activity takes place within an enclosed structure. Examples include but are not limited to bowling, billiards, darts, paintball, laser tag or similar activities; gymnasium or indoor arena; basketball, handball, soccer, and tennis courts; hockey rinks; swimming pools; physical fitness centers; and amusement devices. This category shall not include amusement devices that include gambling games.
4. Lodge or civic club: Any organization operating under a nonprofit or similar charter, the activities of which are devoted exclusively to charitable, benevolent, patriotic, employment- related, recreational, or educational purposes not currently listed elsewhere in this Chapter. Such an establishment may include the preparation and service of food and/or drink for members and their guests only.
5. Alternative Lending institution: A payday advance/loan business or a motor vehicle title loan business. An alternative financial institution does not include state or federally chartered banks, community development financial institutions, savings and loans, credit unions, or regulated lenders licensed in accordance with Chapter 342 of the Texas Finance Code. If a regulated lender licensed in accordance with Chapter 342 of the Texas Finance Code also offers services as a “credit service organization” and/or a “credit access business” under Chapter 393 of the Texas Finance Code, that business is an alternative financial establishment.
6. Learning Center: An educational establishment, facility or program that facilitates students’ acquisition of knowledge or understanding of topics by providing additional support and personalized instruction. Often in which skill-specific sets of activities are developed for students to work on independently at their own pace, in a team or in a classroom environment. The specific tools and materials available vary by facility or program but can include enrichment and recreational activities, tutoring, computer and Internet practice, counseling, and other services.
7. Therapy Provider: An establishment whose primary purpose is the treatment of developmental, physical and/or psychological impairment, injury, disease, or disorder, as by some remedial, rehabilitating, learning or curative process to improve one’s quality of life.
8. Lot Coverage: The lot area covered by all buildings located thereon.
9. Bar, tavern, or cocktail lounge: Any establishment which derives fifty-one percent (51%) or more of the establishment's gross revenue from the on premise sale of alcoholic beverages.



APPENDIX A – REGULATING PLAN



**SUBDISTRICTS**

- Highway Commercial (HC)
- General Mixed-Use (MU)
- Civic Mixed-Use (CMU)

**FRONTAGES**

- 'A' Frontage
- 'B' Frontage

**SPECIAL REQUIREMENTS**

- Required Usable Open Space
- Recommended Civic Building Location
- Terminated Vista





# Justin Town Square

Justin, TX



- N



BAIRD, HAMPTON & BROWN

building partners

3-30-2022

*OES*

OFFICE EQUITY SOLUTIONS





Justin Town  
Square



**ORDINANCE NUMBER \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, APPROVING A REZONE APPROXIMATELY 31.38 ACRES FROM GENERAL BUSINESS AND FROM SF-2 TO GENERAL BUSINESS-PLANNED DEVELOPMENT HAVING THE LEGAL DESCRIPTION LOTS 1 – 7, BLOCK 1, LOTS 1-3, BLOCK 2, LOT 3A, BLOCK 3, and LOT A, BLOCK 4 JUSTIN TOWN SQUARE, HARDEMAN CENTRE ADDN PH 1 BLK 2 LOT 1, JWR 711 ADDITION BLK A LOTS 1- 3, DENTON COUNTY, TEXAS; PROVIDING AN INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Justin and Office Equity Solutions entered into a Chapter 380 agreement for the Justin Town Square development; and

**WHEREAS**, the City of Justin and Office Equity Solutions requested a zoning change for approximately for the property described above; and

**WHEREAS**, the Planning and Zoning Commission of the City of Justin (the “Commission”), in compliance with the laws of the State of Texas, gave the requisite notices by publication and otherwise, and held public hearings and afforded full and fair hearings to all property owners generally and to all persons interested in this regard; and

**WHEREAS**, having reviewed the request for the residential development the Commission determined that the zoning change was compatible with surrounding uses and the City’s Future Land Use Plan and recommended approval of this Ordinance; and

**WHEREAS**, the City Council of the City of Justin, in compliance with the laws of the State of Texas, having given the requisite notices by publication and otherwise, having held public hearings and afforded full and fair hearings to all property owners generally and to all persons interested in this regard, and having considered the recommendation of the Planning and Zoning Commission, has determined that the proposed zoning change is approved and made a part of this ordinance

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS:**

**Section 1. Incorporation of Premises.** That all of the above recitals are found to be true and correct and are incorporated into the body of this ordinance as if fully set forth herein.

**Section 2.** That the Zoning Ordinance of Justin, Texas, regulating property described above is amended to establish a General Business- Planned Development for Justin Town Square as seen in Exhibit A below.

**Section 3. Applicable Regulations/Zoning Ordinance and Zoning Map Amended.** Development and use of the property shall follow this ordinance, including all Exhibits thereto as

amended hereby, the Code of Ordinances of the City of Justin, Texas, and all applicable state and federal law.

**Section 4. Cumulative/Repealer Clause.** This ordinance shall be cumulative of all provisions of state or federal law and all ordinances of the City of Justin, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such other ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.

**Section 5. Severability Clause.** If any word, section, article, phrase, paragraph, sentence, clause or portion of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect for any reason, the validity of the remaining portions of this ordinance, or the Comprehensive Zoning Ordinance, Chapter 52 of the City of Justin Code of Ordinances, and the remaining portions shall remain in full force and effect.

**Section 6. Effective Date.** This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

---

Elizabeth Woodall, Mayor

ATTEST:

---

Brittany Andrews, City Secretary

Approved as to form:

---

City Attorney

City Council Meeting

September 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #6

Title: Consider and take appropriate action to approve Ordinance 736-22 to adopt the FY 2022-2023 City of Justin budget.

Department: Administration

Contact: City Manager, Chuck Ewings, Finance Director, Josh Armstrong

---

**Recommendation:** Approve Ordinance 736-22 adopting the City of Justin fiscal year 2022-2023 annual budget as presented.

---

This budget will fund total general fund spending of \$8,200,743 including debt service and provided water and sewer funding in the amount of \$3,985,312. The Justin EDC/ CDC budget is included for approval as recommend by the board of directors.

---

City Attorney Review: N/A

---

Attachments:

The proposed budget was submitted to the City Council on August 5<sup>th</sup> for review. Additionally, a copy was made available for review by the public in the City Secretary's office, and at the following link: [www.cityofjustin.com/budget](http://www.cityofjustin.com/budget)

**ORDINANCE NO. 736-22**

**AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, APPROVING AND ADOPTING THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING BUDGETARY APPROPRIATIONS FOR THE VARIOUS OPERATING FUNDS OF THE CITY; AUTHORIZING THE CITY MANAGER TO ADJUST AMOUNTS WITHIN FUND APPROPRIATIONS; RATIFYING PREVIOUS ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Manager of the City of Justin has submitted to the City Council a proposed budget of anticipated revenues and expenditures for conducting the affairs of the City and providing a complete financial plan for FY 2022-2023; and

**WHEREAS**, a copy of the City Manager's proposed budget and all supporting schedules has been received by the City Council, and a copy filed with the City Secretary of the City of Justin; and

**WHEREAS**, the proposed budget was made available for public inspection; and

**WHEREAS**, following due notice, a public hearing was held on the proposed budget on September 13, 2022 at which time all interested persons were given an opportunity to be heard for or against the estimates of any items therein; and

**WHEREAS**, upon full consideration of the matter, the City Council made such changes to the proposed budget which in its judgment are warranted and in the best interest of the taxpayers of the City of Justin

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS:**

**SECTION 1.** Subject to the applicable provisions of State law, the budget of anticipated revenues, resources, and the detailed estimates of expenditures desired for each project and operation proposed to be undertaken, together with estimated amounts of all other proposed expenditures necessary for conducting the affairs of the City of Justin and providing a financial plan for the ensuing Fiscal Year beginning October 1, 2022 and ending September 30, 2023, as submitted by the City Manager and adjusted by the City Council, attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted as the Budget of the City of Justin for the Fiscal Year 2022-2023.

**SECTION 2.** The appropriations for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 for the operation of different funds and purposes of the City of Justin shall be in accordance with Exhibit “A”.

**SECTION 3.** Expenditures during the Fiscal Year shall be made in accordance with the budgeted appropriations approved by this Ordinance and made a part hereof for all purposes.

**SECTION 4.** Specific authority is given to the City Manager to adjust amounts within fund appropriations, including: (1) reduction of allowed expenditures of a department under the City Manager if, in the judgment of the City Manager, actual or probable receipts are less than the amount estimated for expenditure, and (2) transfer of appropriations within funds.

**SECTION 5.** The City Council reserves the authority to transfer appropriations budgeted from the one account or activity to another within any individual activity of the City and to transfer appropriations from designated appropriations to any individual department or activity. That all transfers by the City Manager of appropriations budgeted from one account or activity to another within any individual activity for the fiscal year 2022-2023 are hereby ratified and the Budget Ordinance for 2022-2023 is hereby amended to the extent of such transfers for all purposes.

**SECTION 6.** All provisions of the ordinances of the City of Justin in conflict with provisions of this Ordinance are hereby repealed.

**SECTION 7.** Should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same should not affect the validity of this Ordinance, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional.

**SECTION 8.** This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

**DULY PASSED** by the City Council of the City of Justin, Texas, on 13<sup>th</sup> day of September 2022.

**APPROVED:**

---

**ELIZABETH WOODALL,  
MAYOR**

**ATTEST:**

---

**BRITTANY ANDREWS,  
CITY SECRETARY**

**APPROVED AS TO FORM:**

---

**MATTHEW BOYLE  
CITY ATTORNEY**

City Council Meeting

September 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #7

Title: Consider and take appropriate action to approve Ordinance 737-22 to adopt a tax rate of \$ .630693 per \$100.00 valuation, which is effectively a 28.18 percent increase to the tax rate.

Department: Administration

Contact: City Manager, Chuck Ewings, Finance Director, Josh Armstrong

---

**Recommendation:** Move to approve Ordinance 737-22, to adopt a tax rate of \$.630693 per \$100, which is effectively a 28.18% increase in the tax rate, for the 2022-2023 fiscal year.

---

The budget is built on the De Minimis rate of .630693 per \$100 valuation.

The \$.630693/\$100 tax rate will raise total property taxes more than last year's budget by \$500,222, of which \$316,389 is tax revenue to be raised from new property added to the tax roll.

“THE TAX RATE WILL EFFECTIVELY BE RAISED BY 28.18% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$73.46.”

This action will be a record vote.

---

City Attorney Review: N/A

---

Attachments:

- Ordinance 737-22 adopting tax rate of .630693/\$100





**CITY OF JUSTIN**

**ORDINANCE NO. 737-22**

**AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, LEVYING THE AD VALOREM TAXES FOR THE TAX YEAR 2022 ON ALL PROPERTY SITUATED IN THE CITY OF JUSTIN, TEXAS.**

**WHEREAS**, the City of Justin, Texas 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**, the passage of this ordinance is necessary to promote the public, health, safety, and welfare of the City; 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.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS:**

That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

That, for the tax year 2022, there is hereby levied an ad valorem tax of \$0.630693 on each \$100.00 of assessed valuation of all taxable property, real, personal or mixed, located in the City of Justin on the 1st day of January 2022, and not exempted from taxation by the constitution and laws of the State of Texas. The tax is apportioned and distributed as follows: for the purpose of defraying the current maintenance and operation expenses of the City: \$0.565485; for the purpose of creating a Debt Service Fund to pay the interest and principal on all outstanding indebtedness which shall be applied to the payment of such interest and maturities of all outstanding bonded indebtedness: \$0.065208.

**THAT, THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

**THAT, THE TAX RATE WILL EFFECTIVELY BE RAISED BY 28.18% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$73.46.**

That said tax shall be for the purpose of defraying current expense of the municipal government of the City of Justin, Texas, for the fiscal year 2022-2023.

That said tax shall be due and payable October 1, 2022.

That all constitutional provisions and laws of the State of Texas that pertain to delinquencies and collection procedures are applicable to this 2022 levy.

**PASSED AND APPROVED** this the 13<sup>th</sup> day of September 2022 by the following record vote:

	<b>Aye</b>	<b>Nay</b>
Jim Tate	_____	_____
James Clark	_____	_____
John Mounce	_____	_____
Chrissa Hartle	_____	_____
Tomas Mendoza	_____	_____

\_\_\_\_\_  
**Elizabeth Woodall, Mayor**

**ATTESTED:**

\_\_\_\_\_  
**Brittany Andrews,**  
**City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Matthew Boyle, City Attorney**

City Council Meeting

September 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #8

Title: Consider and take appropriate action approving Resolution No. 589-22 amending the City of Justin personnel policies.

Department: Administration

Contact: City Manager, Chuck Ewings

---

**Recommendation:** Approval of Resolution

---

The personnel policies for the City of Justin employees have not been significantly updated since 2018. To ensure that we address employment issues and address changing demands on personnel I appointed a review committee representing most of the departments of the city. The team reviewed the entire policy and made recommendations to amend, which are highlighted in the proposed document. The most significant changes are as follows:

1. Section 2.22 extends police officer probationary period to twelve months for account for lengthy training required for these positions.
2. Section 3.12 adds policy of longevity pay that currently exists. Longevity pay is currently provided to employees but was not stated in policy.
3. Section 4.4 adds overtime policy for firefighters since positions did not exist before last year.
4. Sections 4.9 – 4.22 adds policies for care and maintenance of equipment and vehicles. It also adds a charge for take-home vehicles as required by IRS regulations since this is a benefit.
5. Section 5.1 adds one federal holiday, MLK Day
6. Section 5.2 increase amount of vacation earned for employees after 5 and 10 years of service and addresses firefighter accrual of vacation.
7. Section 5.4 addresses firefighter sick leave.
8. Section 5.15 adds FMLA requirements.
9. Sections 5.17, 5.18 adds quarantine leave for public safety and mental health leave for the police department. Both are required by state law.
10. Section 6.4 add a social media policy for employees.
11. Section 10 adds sexual harassment policy.

12. Section 13 adds children at work policy.

The list is not all the policy changes, the remaining changes are standard policies and clarification of definitions.

After review by City Council on August 23, staff made amendments to the policy including adding only one additional holiday, MLK Day (Section 5.1), limiting tuition reimbursement to 6 hours per semester up to \$1,500 (Section 3.10), and defining firefighter overtime (Section 4.4).

---

City Attorney Review: N/A

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Attachments: Resolution

**RESOLUTION NO. 589-22**

**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 Type A general-law 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 September 1, 2022.

**DULY PASSED** by the City Council of the City of Justin, Texas, on the 13<sup>th</sup> day of September, 2022.

**APPROVED:**

---

Elizabeth Woodall, Mayor

ATTEST:

---

Brittany Andrews, City Secretary

APPROVED AS TO FORM:

---

City Attorney

CITY OF  
JUSTIN, TEXAS

PERSONNEL POLICY

Last adopted: October 1, 2022

# CITY OF JUSTIN PERSONNEL POLICY

## **Welcome to the City of Justin.**

This manual has been developed to acquaint you 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, manager, or representative of the City has the authority to enter into any agreement with you for employment for any specified period or to 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 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, or 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 the Human Resources department in the discharge of their responsibilities.

Each City employee is provided 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 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 characteristic 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 demonstrate 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 of 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 Justin**

The City of Justin is a City with a "Council-Manager Form of Government." The City Council consists of a Mayor and five 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 Tuesday 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 persons to fill vacant positions:

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

The Human Resources Department in consultation with the Department Director 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 over the other application.

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 are informed of the manner 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 filled. 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.

#### **Sec. 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 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:

1. Personnel Guidelines
2. Retirement and insurance benefits
3. Employment-at-will
4. Grievance procedures
5. Payroll and wage procedures
6. Leave accrual and usage.

Following orientation briefing, the employee will complete the following:

1. All required payroll deduction forms
2. All insurance forms
3. Complete HR Connection site information for benefit selection
4. All Texas Municipal Retirement Systems forms
5. All other documents.

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



## **Sec 2.2 – Examinations**

### **Sec. 2.2.1 – Establishing Selection Procedure:**

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. 2.2.2 – Scheduling Examinations:**

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

### **Sec. 2.3 – Medical Examinations.**

- A. **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 description.
- B. **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.
- C. **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 rights to access and amend his/her protected health information. The employee as 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:

1. Make sure that an employee's protected health information is kept private.
2. 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.
3. Follow the terms of this notice currently in effect.
4. 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 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):

1. 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.
2. The employee may request the City to provide them with an accounting of the disclosures the City has made of the employee's protected health information.
3. 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 use 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:**

- 1. Disability** - refers to a 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.
- 2. Direct threat to safety-** Refers to a significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.
- 3. 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.
- 4. 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).
- 5. 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.
- 6. Reasonable Accommodation** – refers to making existing facilities readily accessible to and usable 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 modification 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.

- 7. 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 that facility; (5) the overall financial resources of the City; (6) the overall number of employees and 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 is 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.

#### **Procedure:**

- 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, the Department Director or designee should request that the employee submit documentation from a qualified professional, such as a physician and it must include:
  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.
  3. A functional job description provided by the qualified professional for the purposes of this evaluation.
  4. NOTE: the employee is responsible for acquiring the diagnosis and evaluation.
- The employee and the Department Director or Designee discuss functional limitations.

1. If the employee has a disability as defined by the ADA, the employee and the Department Director 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.
2. Assess and discuss how these barriers can be overcome with accommodations.
3. The Department Director or Designee and Human Resources will identify and communicate 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.
4. 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:**

- A. **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.
- B. **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.
- C. **Controlled substance** – Any substance listed in Schedules I-V of Sec 202 of Controlled Substance Act (21 U.S.C. [§812](#)) as amended.

- D. **Drug** – A drug is any chemical substance that produces physical, mental, emotional, or behavioral change in the user.
- E. **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.
- F. **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.
- G. **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.
- H. **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:
1. Use of substance is affecting performance; or
  2. The employee is engaged in any of the prohibited acts or activities listed in this Policy.

Additionally testing can occur in:

1. The pre-employment processes.
  2. A routine physical examination.
  3. The treatment of an injury caused or contributed to by an employee
  4. Investigation of an on-the-job accident.
- I. **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. 2.6 – 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.

- A. 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.
- B. 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.
- C. 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 this 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 shall always wear appropriate shoes when working of 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:

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

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

### **Uniformed Employees**

Employees required to wear uniforms and/or specified apparel will be provided 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.

Uniform shirts must be worn buttoned and always tucked in. Uniform trousers/pants must be worn free of rips, holes, or tears.

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.

### **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 will be 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 dictates or when medical conditions exist. A Department Director may authorize exceptions to this policy. Department Directors are responsible for monitoring the attire of their employees and taking corrective action when necessary.



## **Sec. 2.8 – 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 life insurance and retirement benefits.
- Any additional schooling, certificates or degrees earned during your employment
- Other pertinent information.

## **Sec. 2.9 – 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. 2.10 – Affiliations/Favoritism**

### **Sec. 2.10.1 – 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 table 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. 2.10.2 – Questionable Influence:**

Should there be known to exist any 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 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 of favors) concerning the potential selectee by other municipal employees or anyone who might have an interest in exerting their influence upon Justin Municipal functions.

**Sec. 2.11 Employment Status**

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

**Sec. 2.11.1 – 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. 2.11.2 – Probationary Employees**

Employees who are newly hired regular employees who 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. 2.11.3 – Temporary Employees**

Employees who are employed for only a specific period whether for one day or for the summer, or for a special job, task, or project. Temporary employees may work full or part-time; however, their total hours per year may not exceed 1,000.

#### **Sec. 2.12 – 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. 2.13 – Job Performance**

Each employee will have a job performance evaluated on a regular basis. Special work requirements may demand more frequent evaluations.

### **Sec. 2.13.1 Performance Evaluation**

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.

- A. **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.
- B. **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.
- C. **All new employees** will be reevaluated at 180 days to determine if they have successfully completed their probationary period.
- D. **Before termination** is recommended, the employee's evaluation will be reviewed by Human Resources and the City Manager.
- E. **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. 2.14 – 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 and the City Manager.

# 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 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 am 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 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 on every other Wednesday for the period which has 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 Off

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 but less than thirty-five (35) 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 coverages: 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 insure the best possible policy and coverage for the employees.

**Eligible employees may add dependent coverage at the employee's 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. 3.6 – 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 – Worker's Compensation Insurance**

The City maintains worker's 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. 3.8 – Injured Employee Wage Continuation Benefits**

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 Worker's 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 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 approval 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. Please see attached Schedule A for all certifications pay rates. This schedule may be updated from time to time by the City Manager.

### **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 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 6 credit hours with a maximum reimbursement of \$1500 per semester.**

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

If an employee resigns or is terminated for any reason prior to course completion, the City of Justin 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.

### **Sec. 3.12 – Longevity Pay**

**Full time employees with one full year of service as of October 1<sup>st</sup>, shall receive longevity pay of \$50 for each completed year of service. Longevity pay will be paid out on the pay period prior to Thanksgiving holiday**



# CHAPTER IV

## ATTENDANCE AND PAY REQUIREMENTS

### Sec. 4.1 – Workweek

Because of the nature of our business, your work 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 department and fire department.

### Sec. 4.2 – 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. 4.2.1 – Guidelines

1. When you have advance knowledge of an impending absence, you must request permission to be absent at least (3) days in advance of the schedule 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.
2. 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.
3. If you expect to be late for the start of your shift, you must call you supervisor and inform them of your delay.
4. Only under emergency situations may a family member contact your supervisor to notify of your absence.
5. If you are absent from your job, due to an illness, for three (3) or more consecutive workdays, 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.
6. 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 company designated physician

### **Sec. 4.2.2 – Discipline**

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

If you are absent from your shift and have not contacted your supervisor regarding your absence for two (2) consecutive days you will have been considered to have quit your job.

### **Sec. 4.2.3 – Abandonment of Position**

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

### **Sec. 4.3 – Inclement Weather**

In the event of inclement weather:

- City offices may or may not be open at the discretion of the City Manager
- Employees who report to work will be paid for a full day, even if City offices are closed early.
- If an employee chooses not to report to work, the employee will be required to take a personal or a vacation day. Should the employee not have enough time accrued, the employee may receive unpaid time for any hours scheduled but not worked.
- Any deviance from this policy shall be at the discretion of the City Manager.

### **Sec. 4.4 – Overtime**

Employees may from time to time be required to work hours more 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 of the police department, and Fire Department 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 is 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 purposes 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 eighty (80) hours per fourteen (14) day pay period.**

For the Fire Department nonexempt employees, overtime is more than **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 purposes of calculating overtime.

#### **Sec. 4.5 – Compensatory/Flex Time**

**Compensatory (comp) time** is available only to FLSA exempt employees. Due to their exempt status, an 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 eight (80) hours in a single pay period. Comp time will accrue to a maximum of eighty (80) hours, and a maximum of forty (40) hours will roll over at the end of each fiscal year. Comp time off may only be used if approved by the Department Director or City Manager and no more than twenty-four (24) hours of comp time off may be used consecutively. No employee is eligible to use more than forty (40) hours of comp time off in a single fiscal year.

**FLEX TIME** is available to exempt and nonexempt employees, if approved in advance by the Department Director or City Manager. Any hours worked more than schedule hours for a given day may offset additional scheduled hours for other days in the pay week (for nonexempt employees) or pay period (for exempt employees). Employees may not purposefully work extra hours on any days to work less hours on other days without approval by the Department Director or City Manager.

#### **Sec. 4.6 – Holiday Worked**

Non-Police Department employees working on a scheduled City holiday shall be paid for hours worked at a 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 Non-Exempt Employees**

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

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

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 use their private cars to respond when on-call will be paid per mile from home to Justin and back using the current IRS mileage rate.

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 use their private cars to respond when called in will be paid per mile from home to Justin and back using the current IRS mileage rate.

### **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 that leads to lost or damaged equipment will result in the employee reimbursing the City 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.

### **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.

1. Ensure the safety and well-being of City employees
2. Facilitate the efficient and effect usage of City vehicle and motor-driven equipment use.
3. Minimize liability to the City and set standardized disciplinary procedures.
4. 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 following 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 the policy.

1. **“City owned Vehicle or Piece of Equipment** – A vehicle or piece of equipment owned or leased by the City of Justin.
2. **“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.
3. **“Driver”** – Operator of a motor vehicle, motor driven equipment or equipment attached to a vehicle or motor driven equipment.
4. **“Preventable”** – The employee failed to exercise every reasonable precaution to prevent an accident
5. **“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.
6. **“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.
7. **“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.
8. **“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.
9. **“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.

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 use of City vehicles for commuting as income. This will be accounted for to the IRS as required on the employee’s W2 for. The Supervisor or Department Director will provide a listing of Employees (excluding Police 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 the correct days when vehicles were taken home.

Vehicles assignments shall be evaluated based on department provided services, special/critical needs, 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 a 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, 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:
  1. No more than three (3) moving violations within the preceding two years.
  2. 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 pleas," dismissal for defensive driving purposes, receiving deferred adjudication and current charges).
  3. 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 be always 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 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, that individual will be required to follow the specific accident-reporting procedure outlined 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 Sheriff's Department as applicable
- Contact supervisor
- Give a statement of facts of the sequence of events to the investigating officer.

The employee's supervisor will investigate all accidents involving a City vehicle that is a 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 Operators**

1. 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.
2. When unattended, City vehicles shall be legally parked and properly locked.
3. 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 very 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).
4. Employees utilizing City owned vehicles or motor driven equipment are strongly encouraged to find a safe and secure location and stop their vehicles to use cellular phones and lap top computers.
5. Employees must immediately report damage or vandalism to their supervisor.
6. 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.
7. Employees who use City owned vehicles and motor driven equipment should be aware that the operation and appearance of such vehicles reflects on 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-**Negligence, abuse, or misuse on the part of an employee in the care or operation of City owned 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 violation.** Violations of any traffic law pertaining to the use and operation of a motor vehicle while operating a City vehicle.
- **Criminal law violations.** Violations of any criminal law in the use of 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.** Operating a City vehicle while possessing or being under the influence of alcohol or drugs, 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 (36) months.

The first preventable vehicle or equipment incident will result in a written reprimand. The supervisor 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 will create a corrective action notice, which will outline a corrective action plan to rectify the problem. The Supervisor 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 countermeasure leading to reduced 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 the responsibility of the employee.

**Maintenance:** Each employee who is assigned 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 an employee's final check.

# Chapter V

## LEAVES AND ABSENCES

### Sec. 5.1 – Holidays

New Year's Day	January 1
Martin Luther King Day	January 17
President's Day	Third Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
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 and Sunday, respectively, the holidays will be observed on the Friday before and the Monday afterwards.

### Sec. 5.2 – Vacation Leave

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

1 – 4 years 80 hours (10 days)

5-9 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 leave.

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 fifteen (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.

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

1. Vacation leave must be approved by the Department Director to allow for coordination and continuation of City business.
2. 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 two-hundred and forty (240) hours of unused vacation hours into the next fiscal year. Any unused accrued vacation more than the allowable hours not taken by September 30<sup>th</sup> deadline will be considered a forfeiture of accrued leave.

### **Sec. 5.3 – Scheduling of Vacation**

Vacation requests are required to be submitted 14 days in advance or as approved by the employee's 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 the employees' seniority 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 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 twenty-five (25) days or two hundred (200) hours 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 all unused sick leave up to the maximum accrual.

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 leave 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 charged 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 of 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.

### **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, death 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 demands immediate action as follows:

1. Up to three (3) days but not to exceed twenty-four (24) hours in a payroll calendar year.

2. Emergency leave shall not be authorized until approved by the City Manager.
3. Emergency leave will not be charged against sick leave or vacation time until after the three (3) days of emergency leave are exhausted.

### **Sec. 5.7 – 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 the 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. 5.8 – 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 persona leave, or has exceeded the two-week period of paid leave, the employee may retain all fees, mileage, and subsistence 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 documentation from the court clerk showing evidence of jury duty pay and time served.



## **Sec. 5.9 – 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. 5.10 – 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 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. 5.11 – 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 a 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 authorized 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.

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

## **Sec. 5.12 – 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. 5.13 – 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 (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 grounds 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 a 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. 5.14 – 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. 5.15 – 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 exigencies (needs) of a person related to Active Military Duty, and 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, depending on the circumstances and as specified in this Chapter.

## Coverage and Eligibility

To be eligible for family medical leave and 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.

1. 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 that 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 a husband or wife can use no more than twenty-six (26) weeks combined).
  - Qualification as the spouse, son, daughter, or parent of a person eligible for qualifying exigency military leave. A "qualifying exigency" under military family leave is a 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 (1) 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:
    1. 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).
    2. Attending certain military events and related activities.
    3. Arranging for alternative childcare
    4. Addressing certain financial and legal arrangements.
    5. Attending counseling by non-medical counselor (such as a member of the clergy).
    6. Rest and recuperation (leave permitted up to five (5) days when the military member is on a temporary rest and recuperation leave).
    7. Attending post-deployment military activities.

## **Intermittent or Reduced Leave**

“Intermittent/Reduced 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 requires 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 stands 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 published standard operating procedures instruct 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. 5.16 – 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 changes (e.g., if the employee’s position is no longer available due to a job elimination). In addition, employees on a leave extension are not granted reinstatement.

## **Sec. 5.17 – 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 19-008(b))

### **Definitions:**

1. “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.
2. “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 administration; or (v) fire arson investigation.
3. “Health Authority” means a physician appointed by the City to administer state and local laws relating to public health within the City’s jurisdiction.
4. “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.
5. “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 a 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. 5.18 – Mental Health Leave (Police Department)**

The purpose of this policy is to provide guidance in accordance with Chapter 614.015 of the Texas Government Code regarding Mental Health Leave for sworn peace officer who experience a “traumatic event” in the scope of their employment.

### **Definitions:**

1. “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 shooting of a person.
2. “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.
3. “Mental Health Professional” is a licensed social or mental health worker, counselor, psychotherapist, psychologist, or psychiatrist.
4. Sworn peace officer 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 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 a high priority matter and a 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 ground 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. 5.19 – 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. 5.20 – 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 who 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 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:

1. Make sure that an employee's protected health information is kept private.
2. 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.
3. Follow the terms of the notice currently in effect.
4. 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 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 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):

1. 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.
2. The employee may request the City to provide him/her with an accounting of the disclosures the City has made of the employee's protected health information.
3. 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 Act (HIPAA). 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. 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 any 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.

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 assure 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 indications 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

1. **Unacceptable Attendance Record** – Tardiness; absence without official leave (AWOL); failure to follow established leave procedures.
  - a. **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.

- b. Fictitious Illness or Injury** – Reports/Deception: Paid sick leave is one of the benefits for working with 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.
- 2. **Breach of Safety Regulations** – particularly where imminent danger to persons or property is involved.
  - a. Horseplay**- No one, in the City of Justin employment, may engage in “horseplay” while at work or while on Municipal facilities.
  - b. Information Disclosure** – Accidents/personal injuries involving City property/employees must be reported to delegated authorities.
- 3. **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.
- 4. **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.
- 5. **Making false, malicious, or unfounded charges, claims or statements** against co-workers, supervisors, subordinates, or municipal officials which tend to damage the reputation or undermine the authority of those concerned.
- 6. **Harassment** -disturbing or irritating persistently, of any kind.
- 7. **Retaliation** – Any form of retaliation against any employee for filing a bona fide complaint or for assisting in a complaint investigation
- 8. **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:
  - a. Any discourtesy to the public** will be considered a disciplinary infraction of major concern.
- 9. **Stealing, actual or attempted**, unauthorized possession of municipal property or property of others.
- 10. **Using City property or City employees** in duty status for other than official purposes.
- 11. **Misuse of City time:**

- a. **Personal Business** – While on duty, any personal business or telephone calls will be conducted/made in accordance with departmental policy.
  - b. **Recording of Time and/or Benefits** Alteration of any timecards, sick time, or vacation hours that falsifies such records.
12. **Deliberate misrepresentation, falsification, exaggeration, concealment or withholding of a material fact**, or refusal to testify or cooperate in an official proceeding.
13. **Loss of or damage to municipal property, records, or information.**
14. **Fighting** – related acts – threats or attempts to do bodily harm; hitting, pushing or acts against another whether injury occurred.
15. **Delay of failure to perform instruction** in a reasonable time.
16. **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's legally issued order to mutinous, insolent, abusive language or conduct toward a supervisor, will be insubordination.
17. **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.
18. **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.
19. **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.
20. **Participating in strike, work stoppage, slowdown, sick out or other job action interfering with the orderly conduct of work.**
21. **Conviction of a crime** -violating any municipal, state, or federal law.
22. **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.

23. **Violation of community standards** – No employee will engage in any behavior contrary to accepted community/neighborhood conventions.
24. **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.
25. **City Property** – Willfully or negligently damaging city equipment, tools, machines, vehicles and/or other property shall be grounds for termination.
26. **Respecting Co-workers**- Employees shall treat all co-workers with respect and refrain from engaging in conversations that negatively address co-workers.
27. **Policy Violations** – 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 – Conflict of Interest**

No employee shall have a financial interest, direct or indirect 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. 6.4-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 to establish the standards for posting, allowing, or forbidding certain content and commentary on social media sites which include but not limited to Facebook, YouTube, and Twitter. 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. 6.4.1 – 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, Twitter, 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 of the Texas Government Code.

### **Sec. 6.4.2 – 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, become 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 direct users back to the City's official website for more information, forms, documents, or online services 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 add 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 this 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. 6.4.3 – Content of Social Media Sites**

1. 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 to 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 on 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.

2. Social Media Terms of Use for Employee/General Public

- 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.
- Persons writing 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 of 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 perpetuates 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.
- 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. 6.4.4 – 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.

1. 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.
2. 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.
3. Employees must abide by all federal law, state law, 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 of 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.
4. 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.

5. An employee may be disciplined if an 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.
  - Disrupts the smooth and orderly flow of work within the City, or the delivery of services to the City's citizens.
  - Harms the good will and reputation of the City of Justin among its citizens or in the community at large.
6. Do not ignore copyright laws or cite and/or reference sources inaccurately. Remember that plagiarism applies online. .
7. Do not use City of Justin logos 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 being posted on City Social Media and/or unless it is a part of promotional campaign or City employee event.
8. Do not post anything on your blog or sites that may constitute a violation of the City's Harassment policy.
9. Content will be monitored to ensure adherence to the Social Media Policy.
10. Employees found in violation of any part of this policy may be subject to disciplinary action up to and including termination of employment.

## **Sec. 6.5 Confidentiality Agreement**

All City of Justin employees understand that they may from time to time have access to highly sensitive and confidential information. This policy is to be used as an acknowledgement that all employee's job duties include the obligation to maintain the confidentiality of all highly 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 with the City.

1. 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) about City employees, elected officials, associates, etc.
  - 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.
2. 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 include but is not limited to:
    - Private employee documents or communications
    - Proprietary vendor information revealed under non-disclosure.
  3. 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.
  4. Data should be kept secured 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.
  5. 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.

6. If at any time, security or confidentiality of the City's data is thought to be compromise, 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. An employee may be normally 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.

1. **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.
2. **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.
3. **Suspension** – Time off without pay for a period of not less than one (1) hour nor 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 within 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 Resource.
4. **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.
5. **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.

6. **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 within 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 Actions:**

1. Any employee dissatisfied with any 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 day.
2. Written appeals must contain the following information:
  - The type of disciplinary action being appealed and the effective date of the action.
  - The specific reason the discipline is judged to be unjust or otherwise in error.
  - The remedy or solution sought.
  - The signature of the disciplined employee.
3. 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 a 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/or 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:

1. **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.
2. **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.
3. **Controlled Substance** – Any substance listed in Schedules I-V of Sec 202 of the Controlled Substance Act as amended.
4. **Drug** – A drug is any chemical substance that produces physical, mental, emotional, or behavioral change in the user.
5. **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.
6. **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.
7. **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 (i) the employee’s supervisor (ii) the appropriate Department Head and (iii) Human Resources and/or the City Manager.
8. **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
  - The employee is engaged in any of the prohibited acts or activities listed in this policy.

Additionally, testing can occur in:

- (i) The pre-employment processes.
- (ii) A routine physical examination.
- (iii) The treatment of an injury caused or contributed to by an employee.
- (iv) Investigation of an on-the-job accident.

9. **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.

### **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 building 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 not 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 objectives in accomplishing this goal are to ensure that:

- Employees are provided with all **safeguards to ensure safe working conditions**.
- Every effort is made to **maintain our equipment, tools, and 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 – Solicitations 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, solicit financial contributions, or solicit for any other cause during working time. Employees who are not on working time (e.g., those on lunch hours or breaks) may not solicit employees who are on working time for any cause 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 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 employee’s Department Director, Human Resources, and the City Manager are made aware of the problem.

### **Sec. 7.14.1 – Grievance and Complaint Handling 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 Chain of Command**

1. City Manager
2. Human Resources
3. Department Director
4. 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 circumstances.

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 group 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 reasons 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 insurance 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 is due on the 1<sup>st</sup> 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 in hours. The eighteen (18) month period may be extended to thirty-six (36) months if other events (e.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 within 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."

# CHAPTER IX

## INFORMATION SYSTEMS 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 and 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 for standardization and compatibility for City use.

- The City is committed to preventing 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 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**

### **Employee Responsibilities**

- **Password Protection**

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

- **Education**

Department Directors shall 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 knowledge 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 customers), 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 project 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 is to be used during regularly scheduled business hours for City business. The computer network including hardware and software represent 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 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 the Department Director 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 and 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 licensor, 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 nonstandard, must include information relating to increased capabilities and expected productivity gains, as well as any necessary training.

All diskettes and documentation (if new documentation is provided) shall be returned to the City Manager upon receipt of software upgrades. Old versions shall be disposed of in

a manner prescribed by the City Manager. Intentional 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 Strategic Services 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 make 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 shall 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 addition, 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 are 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 in 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 records) 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:

1. Obtaining and exchanging information directly related to work tasks.
2. Education facilitating performance of any task or project related to assigned duties.
3. Exchanging information for professional development, inquiry purposes, obtaining standards, finding statistics and analysis.
4. Announcement of new City regulations, ordinances, procedures, policies, special events and activities.
5. Conducting City business during normal working hours.

6. 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:

1. 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.
2. Use for personal business, advertisement and/or commercial activities such as purchasing good or services, operating a business, illegally seizing business opportunities or soliciting money for personal gain.
3. 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.
4. Interception of network traffic for any purpose unless engaged in authorized network administration.
5. Vandalizing or harassing, which is defined as any malicious attempt to harm or destroy data of another user, web site, or other networks.
6. 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, religious, sexual orientation, or political beliefs.
7. 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:

1. 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.
2. An employee should not reveal his personal address or telephone number or the addresses and/or telephone numbers of other employees.
3. An employee must not reveal his account password or allow another person to use the account. The password is confidential.
4. 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.
5. 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.

6. Respect copyright.
7. Clearly and accurately identify yourself in electronic communications
8. Multi-page “junk mail” documents from any source should not be re-transmitted.



# CHAPTER X

## SEXUAL HARRASSMENT

### 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 or effect 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 unwelcomed.

### 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. The City will determine whether such conduct constitutes sexual 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 Complainant** – If you are making the complaint of sexual harassment, the investigator will need to know all the details, unpleasant though 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 raised. 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 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.

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

#### **Sec. 10.1.6 – Discipline**

An employee after a complete investigation of the allegations is found to have violated the City's Sexual Harassment policy will be immediately terminated.

#### **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, martial 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. By 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

In these personnel polices:

- **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.
- **Employee evaluation** means a formal personnel evaluation report which is completed for each employee after six (6) months of service and once every year thereafter.
- **Full -time employee** means any employee who regularly works not less than thirty-five (35) hours per week.
- **Immediate family** means husband, wife, son, daughter, father, mother, brother, sister, grandparents, or grandchildren.
- **Layoff** means a separation from the City because of shortage of funds, or materials, abolishment of position or other reasons 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 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 police department employees shall be considered hours worked more than eighty (80) hours in each pay period. Overtime will be compensated at one and one-half (1 ½ ) 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 any 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.
- **Probationary employee** means an employee who has not completed his/her test period.
- **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 holidays.
- **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 be worked during any seven (7) consecutive dates.

## CHAPTER XII

### SICK LEAVE DONATION PROGRAM

#### Sec. 12.0 – Sick Leave Donation Program

Employees may donate unused sick time to the Sick Leave Bank during their employment. Upon termination or giving notice of resignation to the City, employees will not be given the option to donate remaining sick time to the Bank.

Employees wishing to receive additional sick leave hours through this program must complete an application and be a full-time employee who has already exhausted their own accrued paid leave, including sick leave, vacation, holidays, and compensatory time off. The sick leave donation program is intended to provide additional hours for serious or catastrophic personal illness or injury of the employee only. The City manager will either approve or deny the application and will include the applicant's past use of sick leave and reason for the absence.

Upon approval by the City Manager, a request for sick leave hours to be donated will be issued to all City employees. The request for donated hours will only state the number of hours needed; all other information will be confidential. Donations will be accepted for a period of approximately one week. At the end of that time, Human Resources will compute the **dollar value** of the hours donated. This amount divided by the applicant's pay rate will become the number of donated hours available. No employee is entitled to a sick leave donation. The ability to apply for a donation does not guarantee that the request will be approved. Nor that the number of hours donated will meet the amount requested.

## 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 cancellation, with no other options
- 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.



City Council Meeting

September 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #9

Title: Consider and take appropriate action to consider a Final Plat described as Buddy Hardeman Business Addition Lot 1, Block 4 generally located west from the intersection of FM 156 and Hardeman Blvd.

Department: Administration

Contact: Matt Cyr, Development Services Director

---

Recommendation:

Staff recommends approval of the Plat based on the application meeting all of the requisite regulations.

---

Background:

The Applicant, at Staff's request, is proposing to plat the property. Due to infrastructure extensions, the Applicant is required to do so per State Law (Sec. 212.004)

The plat is for the Justin Self Storage development which was approved in October of 2018. There was a zoning amendment requested in April of 2022, which was approved by City Council.

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P&Z Recommendation:

P&Z unanimously recommended approval of the item as presented on August 16, 2022.

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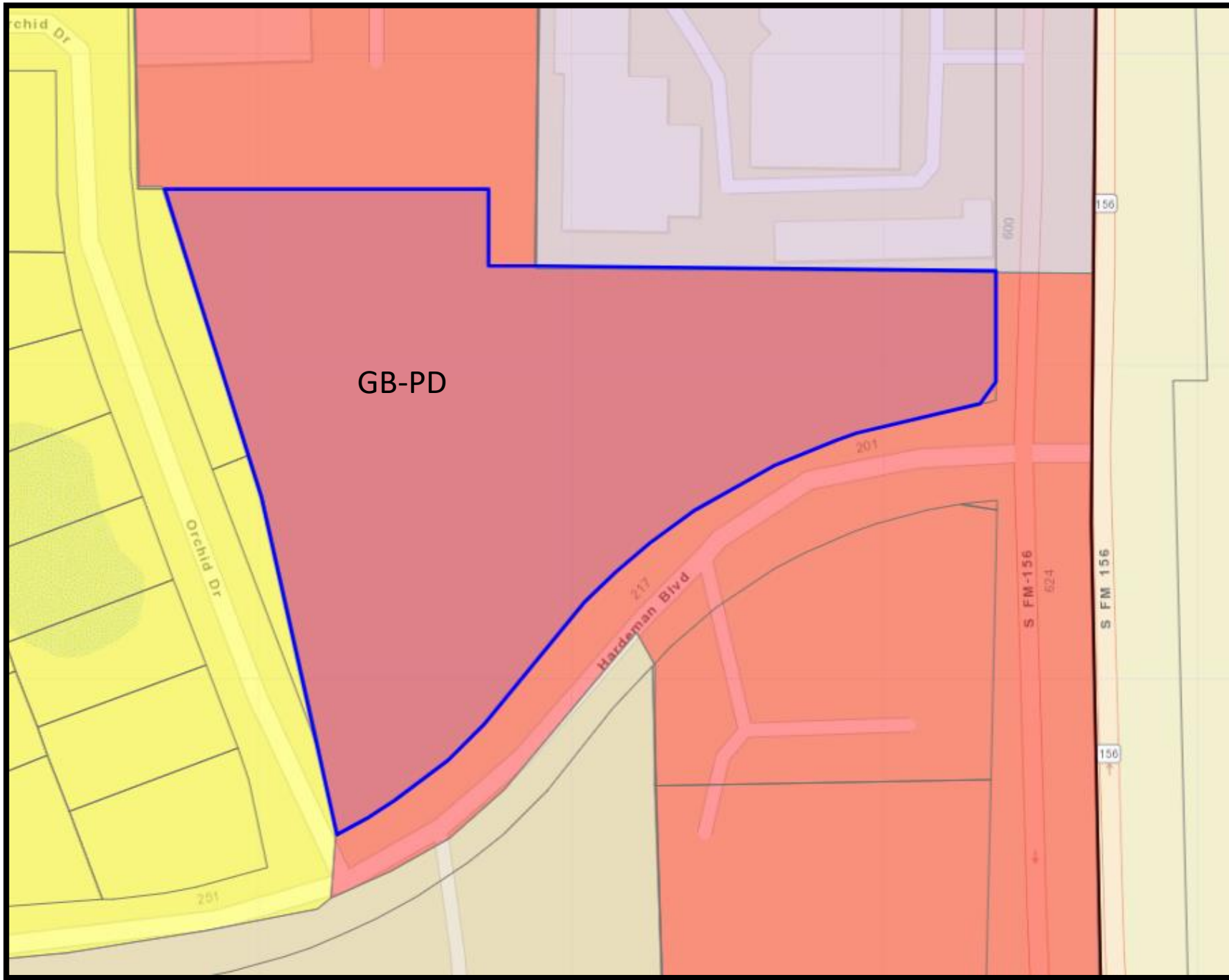
City Attorney Review:

NA

Attachments:

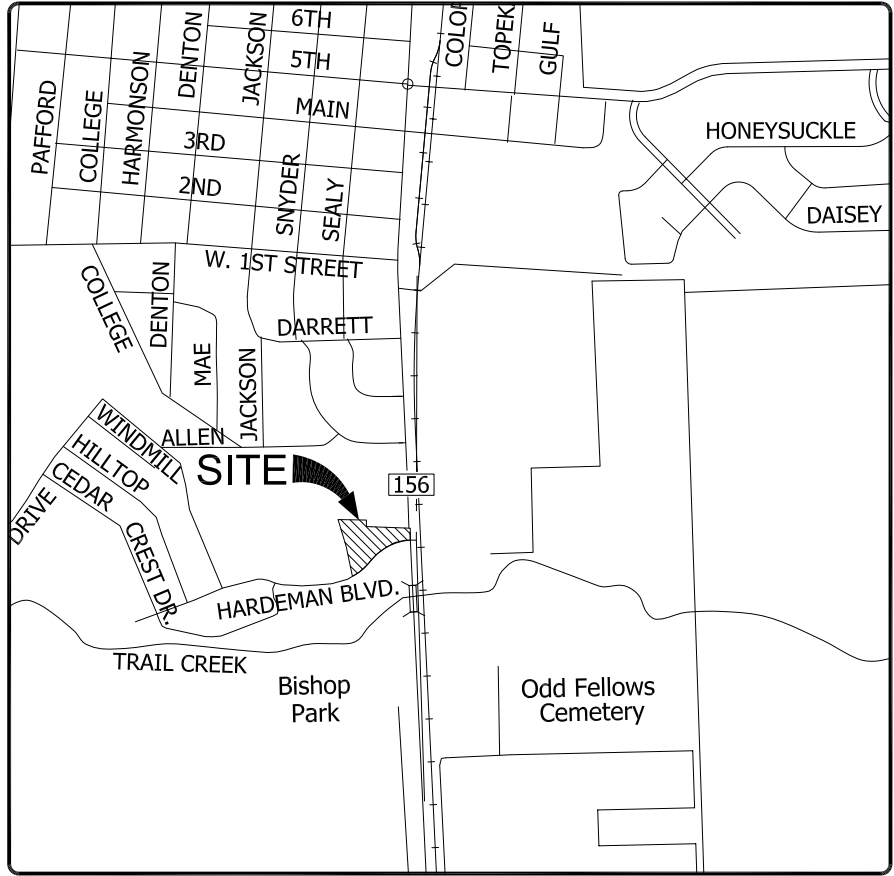
- 1) Map

## 2) Proposed Plat





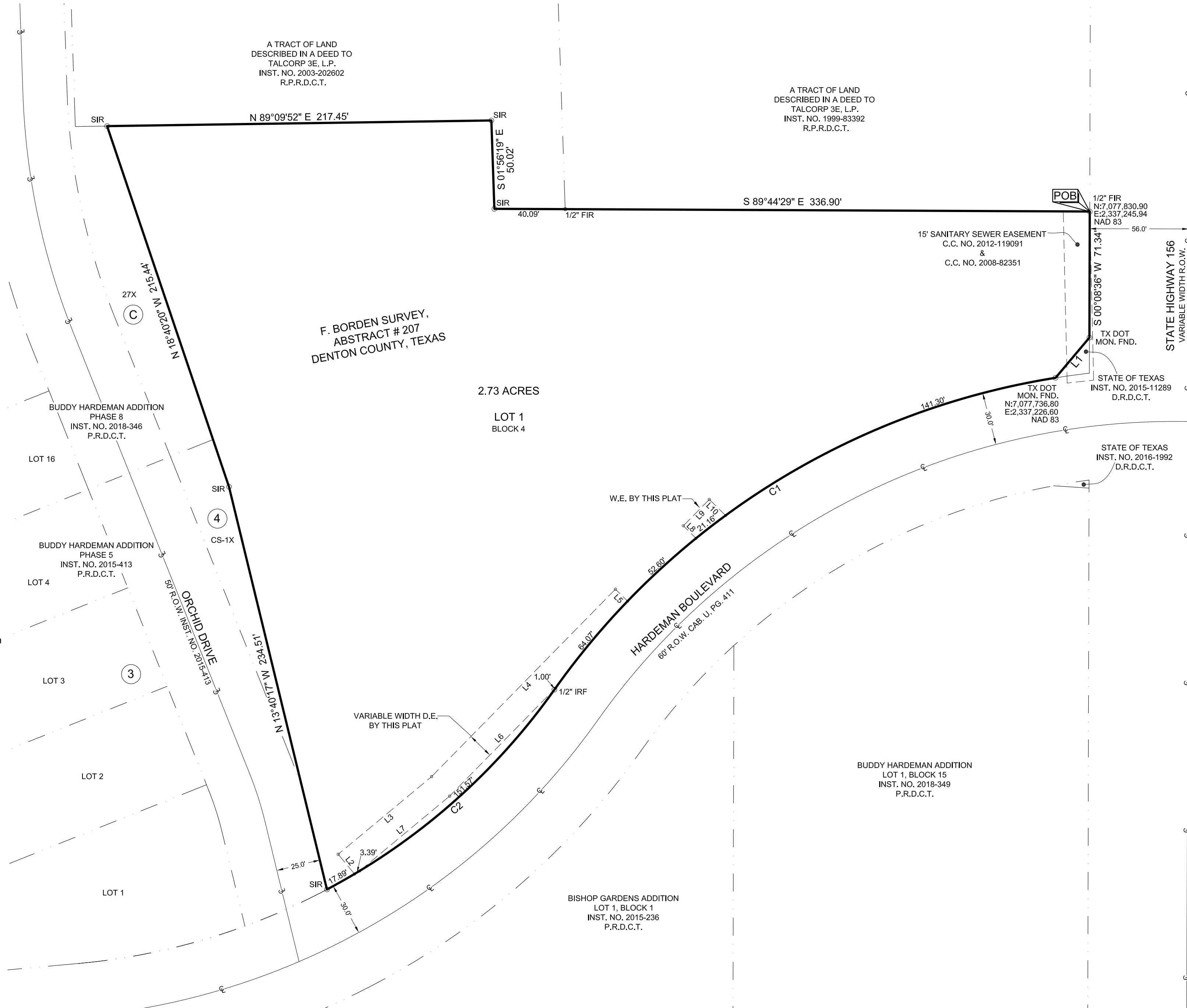




VICINITY MAP  
NOT TO SCALE

GENERAL NOTES:

1. All corners are marked with capped 1/2" iron rods stamped "KAZ" unless otherwise noted.
2. Bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone (4202), and are based on the North American Datum of 1983, 2011 adjustment.
3. FLOOD STATEMENT: I have reviewed the F.E.M.A. Flood Insurance Rate Map for the City of Justin, community number 480778 effective date 4-16-2011 and that map indicates as scaled, that this property is within "Non-Shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood (500-year)" as shown on panel 495 G of said map.
4. Landscaped areas and easements to be maintained by owner.
5. The purpose of this final plat is to create one (1) commercial lot.
6. Any franchised public utility, including the City of Justin, shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of the easements shown on the plat. Any franchised public utility including the City of Justin, shall have the right at all times of ingress and egress to and from and upon said easements for the purposes of constructing, reconstructing, inspection, patrol, maintaining, and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 40°05'41\"	29.75'
L2	S 39°44'26\"	14.48'
L3	N 50°15'34\"	68.77'
L4	N 44°26'27\"	148.53'
L5	S 45°33'33\"	9.66'
L6	S 44°26'27\"	85.51'
L7	S 50°15'34\"	66.18'
L8	N 45°23'21\"	10.08'
L9	N 44°37'28\"	20.96'
L10	S 45°22'34\"	12.92'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	430.00'	343.05'	334.02'	S 58°06'21\"	45°42'35"
C2	370.00'	172.85'	171.28'	S 48°42'15\"	26°45'58"

WHEREAS the Planning and Zoning Commission of the City of Justin, Texas voted affirmatively on this \_\_\_\_ day of \_\_\_\_\_, 2022, to recommend approval of this plat by the City Council.

Chairman, Planning and Zoning Commission

Attest: Secretary, Planning and Zoning Commission

WHEREAS the City Council of the City of Justin, Texas, voted affirmatively on this \_\_\_\_ day of \_\_\_\_\_, 2022, to approve this plat for filing of record.

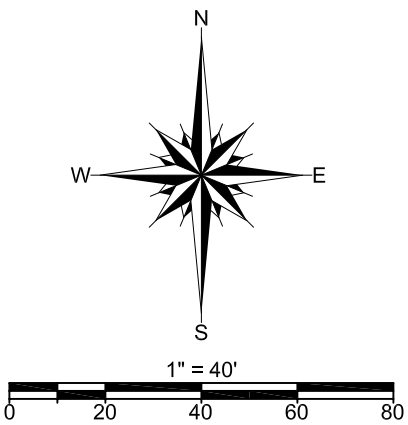
Mayor, City of Justin

Attest: City Secretary

LEGEND

TX DOT MON FND = TEXDOT MONUMENT FOUND  
NAD 83 = NORTH AMERICAN DATUM 1983  
R.P.R.D.C.T. = REAL PROPERTY RECORDS DENTON COUNTY TEXAS  
P.R.D.C.T. = PLAT RECORDS DENTON COUNTY TEXAS  
D.R.D.C.T. = DEED RECORDS DENTON COUNTY TEXAS  
INST. NO. = INSTRUMENT NUMBER  
C.C. NO. = COUNTY CLERK NUMBER  
POB = POINT OF BEGINNING  
FIR = IRON ROD FOUND  
SIR = CAPPED IRON ROD SET  
R.O.W. = RIGHT OF WAY  
D.E. = DRAINAGE EASEMENT  
W.E. = WATER EASEMENT

= CENTERLINE



SURVEYOR:  
KAZ SURVEYING, INC.  
1720 WESTMINSTER STREET  
DENTON, TEXAS 76205  
PHONE: (940) 382-3446  
TBPLS FIRM #10002100

OWNER:  
JTX STORAGE, LLC  
1102 SHADY REST LANE  
CORINTH, TEXAS 76208

ENGINEER:  
CRANNELL, CRANNELL & MARTIN ENGINEERING CORPORATION  
2570 FM 407, SUITE 209  
HIGHLAND VILLAGE, TEXAS 75077  
PHONE: (972) 691-6633  
TBPE FIRM #605

OWNER'S CERTIFICATION AND DEDICATION

STATE OF TEXAS  
COUNTY OF DENTON

WHEREAS JTX STORAGE, LLC, acting by and through the undersigned, its duly authorized agent, is the sole owner of all that certain tract of land situated in the F. Borden Survey, Abstract Number 207, in the City of Justin, Denton County, Texas and being part of a called 2.72 acre tract of land described as Tract "1" in a deed to JTX Storage, LLC, recorded in Instrument Number 2020-120405, Real Property Records, Denton County, Texas, the subject tract being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the Southeast corner of a tract of land described in a deed to Talcorp 3E, LP, recorded in Instrument Number 1999-83392, Real Property Records, Denton County, Texas, and being the Northeast corner of said herein described tract, and being in the West right of way line of State Highway Number 156;

THENCE South 00 degrees 08 minutes 36 seconds West, along said West right of way line, a distance of 71.34 feet to a Texas Department of Transportation monument found at a corner clip at the intersection of said West right of way line of State Highway 156 and the North right of way line of Hardeman Boulevard;

THENCE South 40 degrees 05 minutes 41 seconds West, along said North right of way line, a distance of 29.75 feet to a Texas Department of Transportation monument found in said North right of way, same being at the beginning of a curve to the left;

THENCE continuing along said North right of way line and along said curve to the left, whose chord bears South 58 degrees 06 minutes 21 seconds West, 334.02 feet, having a radius of 430.00 feet, and an arc length of 343.05 feet to a 1/2 inch iron rod found at the beginning of a curve to the right;

THENCE continuing along said North right of way line and along said curve to the right, whose chord bears South 48 degrees 42 minutes 15 seconds West, 171.28 feet, having a radius of 370.00 feet, and an arc length of 172.85 feet to a capped 1/2 inch iron rod set stamped "KAZ" for the Southwest corner of said herein described tract, same being in the intersection of said North right of way line and the East right of way of Orchid Drive;

THENCE North 13 degrees 40 minutes 17 seconds West, departing said North right of way line, a distance of 243.51 feet to a capped 1/2 inch iron rod set stamped "KAZ";

THENCE North 18 degrees 40 minutes 20 seconds West, a distance of 215.44 feet to a capped 1/2 inch iron rod set stamped "KAZ" for the Northwest corner of said herein described tract, same being in the South line of a tract of land described in a deed to Talcorp 3E, L.P., recorded in Instrument Number 2003-202602, Real Property Records, Denton County, Texas;

THENCE North 89 degrees 09 minutes 52 seconds East, along the common line of said herein described tract and said Talcorp tract, a distance of 217.45 feet to a capped 1/2 inch iron rod stamped "KAZ" set in the ell corner of said Talcorp tract, and being the Northernmost Northeast corner of said herein described tract;

THENCE South 01 degree 56 minutes 19 seconds East, continuing along said common line, a distance of 50.02 feet to a capped 1/2 inch iron rod set stamped "KAZ" for the Southernmost Southeast corner of said Talcorp tract;

THENCE South 89 degrees 44 minutes 29 seconds East, passing a 1/2 inch iron rod found at 40.09 feet for the Southeast corner of said Talcorp 3E, L.P. tract, recorded in Instrument Number 2003-202602 and the Southwest corner of said Talcorp 3E, L.P. tract, recorded in Instrument Number 1999-83392 and continuing for a total distance of 336.90 feet to the PLACE OF BEGINNING and containing 2.73 acres of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT JTX STORAGE, LLC, acting by and through the undersigned, its duly authorized agent, does hereby adopt this plat designating the hereinabove described real property as, **BUDDY HARDEMAN BUSINESS ADDITION**, Lot 1, Block 4, an addition to the City of Justin, Denton County, Texas, and does hereby dedicate to the public's use the streets, alleys, rights-of-way, and any other public areas shown on this plat.

Owner's Agent and Title \_\_\_\_\_ Date \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_  
COUNTY \_\_\_\_\_

MY COMMISSION EXPIRES ON \_\_\_\_\_

CERTIFICATE OF SURVEYOR

STATE OF TEXAS  
COUNTY OF DENTON

I, KENNETH A. ZOLLINGER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND AND THAT THE MONUMENTS SHOWN HEREON WERE FOUND OR PLACED WITH CAPPED 1/2" IRON RODS STAMPED "KAZ" UNDER MY DIRECTION AND SUPERVISION IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF JUSTIN, DENTON COUNTY, TEXAS.



KENNETH A. ZOLLINGER R.P.L.S. # 5312 DATE \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KENNETH A. ZOLLINGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

NOTARY PUBLIC, DENTON COUNTY, TEXAS.

MY COMMISSION EXPIRES \_\_\_\_\_.

**KAZ SURVEYING**

1720 WESTMINSTER  
DENTON, TX 76205  
(940)382-3446

JOB NUMBER: 150271-05  
DRAWN BY: TK, MLB, DJJ  
DATE: 07-11-2022  
R.P.L.S.  
KENNETH A. ZOLLINGER

TX FIRM REGISTRATION # 10002100

FINAL PLAT  
BUDDY HARDEMAN BUSINESS  
ADDITION  
LOT 1, BLOCK 4  
BEING 2.73 ACRES IN THE F. BORDEN SURVEY, ABSTRACT NUMBER  
207, IN THE CITY OF JUSTIN, DENTON COUNTY, TEXAS

City Council Meeting

September 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item #10

Title: Consider and take appropriate action to approve Ordinance 738-22 amending the Code of Ordinances and the Board, Commission, and Committee Policy Manual to require Justin Community Library Board members to reside within the city or within the City's extraterritorial jurisdiction.

Department: Administration

Contact: City Manager, Chuck Ewings

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Recommendation: Approve proposed Ordinance amending Code of Ordinances and the Board, Commission, Committee Policy Manual.

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Background:

Currently the Librart board has 3 vacancies. In past months there have been a few applications that were declined due to the residency requirement. These applicants either reside in Harriet Creek, Avery Ranch or other areas near the city. Library Director, Lesa Keith does know some of the recent applicants and stated they come to the library often.

The proposed Ordinance amendment includes limiting membership of the Justin Communtiy Library Board to those who reside within the city or ETJ.

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City Attorney Review: N/A

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Attachments: Draft Ordinance 738-22.

**CITY OF JUSTIN**

**ORDINANCE NO. 738-22**

**AN ORDINANCE OF THE CITY OF JUSTIN AMENDING CITY OF JUSTIN CODE OF ORDINANCES CHAPTER 34 BY AMENDING AND REPLACING SECTION 34-44 RELATIVE TO THE CREATION OF A JUSTIN COMMUNITY LIBRARY BOARD; AMENDING THE BOARDS, COMMISSIONS, AND COMMITTEES POLICY MANUAL BY REPLACING SECTION III.A.i RELATIVE TO MEMBERSHIP TO THE BOARD; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Justin, Texas (the “City”), is a general law municipality and is authorized to enact regulations as necessary to protect the health, safety, and welfare of the public and, may enact ordinances relative to its citizens’ health, safety, and welfare that are not inconsistent with the Constitution and laws of the State; and

**WHEREAS**, the City currently has a Justin Community Library Board (“Board”), which shall consist of seven members who are residents of the City; and

**WHEREAS**, the City Council of the City of Justin (“City Council”) finds and determines that it is in the best interest of the City to extend membership of the Board to individuals who also reside in the City’s extraterritorial jurisdiction; and

**WHEREAS**, the City Council finds and determines that the passage of this ordinance is necessary to protect the public, health, safety, and welfare of the City; 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.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS:**

**SECTION 1:** That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

**SECTION 2:** That Chapter 34, Section 34 of the City of Justin Code of Ordinances is amended and replaced, which shall read as follows:

**Sec. 34-4158. – Board established, membership.**

As of the effective date of the ordinance from which this division is derived, there is established the city community library board, which shall be composed of seven members. The members shall be residents within the city of within the City's extraterritorial jurisdiction with genuine interest in the community library, the city, and improving the services of both.

All members shall be appointed by the city council for two-year terms beginning on January 1. Board members shall be designated as place numbers one through seven. The terms of those appointed to positions in odd-numbered places shall expire December 31 of odd-numbered years, and the terms of those appointed in even-numbered places shall expire December 31 of even-numbered years. The city council may remove a member at any time. In case of a vacancy, the city council shall appoint a successor in accordance with current city policy for boards and commissions.

**SECTION 3.** The City of Justin Boards, Commissioners, and Committees Policy Manual shall be amended by amending and replacing Section III.A.i, which shall read as follows:

- i. **Composition:** The Justin Community Library Board shall be composed of up to seven (7) members who reside within the city of within the city's extraterritorial jurisdiction.

**SECTION 4:** That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

**SECTION 5:** It is hereby declared to be the intention of the 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 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 6:** This ordinance shall take effect immediately from and after its passage as the law in such case provides.

**PASSED AND APPROVED** this the 13<sup>th</sup> day of September, 2022.

---

**Elizabeth Woodall, Mayor**

**ATTESTED:**

---

**Brittany Andrews,  
City Secretary**



**APPROVED AS TO FORM:**

---

**Matthew Butler, City Attorney**

City Council Meeting

September 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #11

Title: Consider and take appropriate action regarding appointments to and membership of the Justin Community Library Board.

Department: Administration

Contact: City Manager, Chuck Ewings

---

Recommendation: Appoint Jenette Mears to Place 2, Briana Cory to Place 4, and Monica Dumke to Place 6.

---

Background: With the amendments to the residency requirements, all 3 applicants presented are recommended for appointment to the Justin Community Library Board.

- Place 1: [Helen Allen](#)
- Place 2: Vacant
- Place 3: Brian Ovens
- Place 4: Vacant
- Place 5: [Susan Famigletti](#)
- Place 6: Vacant
- Place 7: Debra Kohut

---

City Attorney Review: N/A

---

Attachments: 1. Jenette Mears application 2. Briana Cory application 3. Monica Dumke application.



**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Brittany Andrews](#); [Abbey Reece](#)  
**Subject:** Online Form Submittal: Board, Commission & Committee Application  
**Date:** Tuesday, August 16, 2022 11:05:23 AM

---

## Board, Commission & Committee Application

First Name	Jennette
Last Name	Mears
Address	9240 Tay Lane
City	Justin
State	Texas
Zip Code	76247
Mailing Address (If different)	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Phone Number	443-235-1856
Email Address	jcmeares7@gmail.com
Are you over the age of 18?	Yes
Are you a registered voter?	Yes
Are you a Justin resident, property, business owner, or City Staff?	Yes
Current Occupation/Employer	Retired
Education, Licenses, or Certifications	Masters Elementary Education Real Estate Certificate
	No

Are you a current or past member of a Council-appointed Board, Commission, or Corporation?

On which Board, Commission, or Committee are you interested in serving? (First Choice)

Justin Community Library Board

If you have a second choice for a Board, Commission, or Committee on which you would like to serve, please also select that.

*Field not completed.*

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?

Teacher for 23 years  
Current NISD sub  
CASA for 12 years in MD  
House of Shine volunteer

List any additional information which you believe would be of value for the City Council to know about you.

N/A

Do you or any member of your immediate family residing in your 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?

No

Have you ever been convicted of a felony, violation of law, or misdemeanor involving moral turpitude (any offense involving lying, stealing, or cheating?)

No

---

Are there any criminal charges or proceedings pending against you?

No

---

By typing your full name in the box, you acknowledge that the information provided is correct to the best of your ability.

Jennette Mears

---

Date of Submission

8/16/2022

---

Email not displaying correctly? [View it in your browser.](#)

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Brittany Andrews](#); [Abbey Reece](#)  
**Subject:** Online Form Submittal: Board, Commission & Committee Application  
**Date:** Monday, August 29, 2022 9:18:13 PM

---

## Board, Commission & Committee Application

First Name	Briana
Last Name	Cory
Address	111 Honeysuckle Dr
City	Justin
State	TX
Zip Code	76247
Mailing Address (If different)	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Phone Number	(909) 702-9050
Email Address	brinoellecory@gmail.com
Are you over the age of 18?	Yes
Are you a registered voter?	Yes
Are you a Justin resident, property, business owner, or City Staff?	Yes
Current Occupation/Employer	Homeschooling Mom
Education, Licenses, or Certifications	Bachelor of Arts in Liberal Arts, Azusa Pacific University Masters Degree in Education, Azusa Pacific University California Teaching Credential GATE Certification

Certified Trainer of Thinking Maps

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)	Justin Community Library Board
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?	I taught in public education for 12 years in the state of California. I am involved in my community through my church, First Baptist Church of Justin and I teach the Bible story to children that attend Awana every Wednesday evening. I serve in other capacities at my church, including being on the Women's Ministry Team, which plans events throughout the year, and I serve on the Kids' Choir leadership team at my church, helping students learn and rehearse for annual performances. I also serve as the Children's Supervisor of BSF (Bible Study Fellowship, International) Student Program in Denton on a weekly basis, which involves teaching children and training other leaders. I have been homeschooling my 3 children for almost five years.
List any additional information which you believe would be of value for the City Council to know about you.	I am an avid reader and I enjoy reading for myself as well as reading literature to my children. The Justin Community Library has been a wonderful blessing to my family. We visit our library at least twice a week and attend many of their events. I would like to see our library continue to thrive and I appreciate how well they serve our community.
Do you or any member of your immediate family residing in your household, hold a position (paid or unpaid) with any person or organization, or have a contract with or any obligation to any	No



person or entity which  
might constitute a  
conflict of interest?

---

Have you ever been  
convicted of a felony,  
violation of law, or  
misdemeanor involving  
moral turpitude (any  
offense involving lying,  
stealing, or cheating?)

---

No

Are there any criminal  
charges or proceedings  
pending against you?

---

No

By typing your full  
name in the box, you  
acknowledge that the  
information provided is  
correct to the best of  
your ability.

---

Briana Cory

Date of Submission

---

8/29/2022

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**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Brittany Andrews](#); [Abbey Reece](#)  
**Subject:** Online Form Submittal: Board, Commission & Committee Application  
**Date:** Monday, August 29, 2022 11:16:41 PM

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## Board, Commission & Committee Application

First Name	Monica
Last Name	Dumke
Address	101 Daisey Ln
City	Justin
State	TX
Zip Code	76247
Mailing Address (If different)	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Phone Number	<i>Field not completed.</i>
Email Address	Mlangstontx@yahoo.com
Are you over the age of 18?	Yes
Are you a registered voter?	Yes
Are you a Justin resident, property, business owner, or City Staff?	Yes
Current Occupation/Employer	<i>Field not completed.</i>
Education, Licenses, or Certifications	Registered Nurse, Ministry Safe Cert to work with children
	No

Are you a current or past member of a Council-appointed Board, Commission, or Corporation?

On which Board, Commission, or Committee are you interested in serving? (First Choice)

Justin Community Library Board

If you have a second choice for a Board, Commission, or Committee on which you would like to serve, please also select that.

Justin Community Library Board

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?

Parent, Bachelors Degree, HOA Secretary, Asst leader for Childrens groups at FBCJustin

List any additional information which you believe would be of value for the City Council to know about you.

Resident for nearly eight years, active use of the local library and concerned with current oil it is and agendas moving towards education, children and their access in libraries

Do you or any member of your immediate family residing in your 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?

No

Have you ever been convicted of a felony, violation of law, or misdemeanor involving moral turpitude (any offense involving lying, stealing, or cheating?)

No

---

Are there any criminal charges or proceedings pending against you?

No

---

By typing your full name in the box, you acknowledge that the information provided is correct to the best of your ability.

Monica Dumke

---

Date of Submission

8/29/2022

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City Council Meeting

September 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #12

Title: Consider and take appropriate action regarding appointments to and membership of the Justin Parks and Recreation Advisory Committee.

Department: Administration

Contact: City Manager, Chuck Ewings

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Recommendation: Appoint Marcus Gallegos to Place 6 and Megan Doughty to Place 7 on the Parks and Recreation Advisory Committee.

---

Background:

The Parks Board has 2 current vacancies due to resignations.

Applicants, Megan Doughty and Marcus Gallegos are before you for consideration. Both applicants have a background that will be a great benefit to the Park Board.

- Place 1: Vice Chair, Jacqueline Steinbacher
- Place 2: Juli Cuthbertson
- Place 3: Katie Tyler
- Place 4: Robin Amerine
- Place 5: Chair, Alyssa Linenkugel
- Place 6: Vacant
- Place 7: Vacant

---

City Attorney Review: N/A

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Attachments: 1. Megan Doughty application  
2. Marcus Gallegos application

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Brittany Andrews](#); [Abbey Reece](#)  
**Subject:** Online Form Submittal: Board, Commission & Committee Application  
**Date:** Friday, July 1, 2022 6:53:46 PM

---

## Board, Commission & Committee Application

First Name	Megan
Last Name	Doughty
Address	280 Hilltop Drive
City	Justin
State	Texas
Zip Code	76247
Mailing Address (If different)	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Phone Number	9405945932
Email Address	Megdoughty87@gmail.com
Are you over the age of 18?	Yes
Are you a registered voter?	Yes
Are you a Justin resident, property, business owner, or City Staff?	Yes
Current Occupation/Employer	Recreation Supervisor- City of Denton
Education, Licenses, or Certifications	University of North Texas- Bachelors of Science- Major: recreation and leisure studies
	No

Are you a current or past member of a Council-appointed Board, Commission, or Corporation?

On which Board, Commission, or Committee are you interested in serving? (First Choice)

Parks and Recreation Board

If you have a second choice for a Board, Commission, or Committee on which you would like to serve, please also select that.

*Field not completed.*

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?

I am currently a parks and recreation professional as an employee for the City of Denton. I have over a decade of experience in the field with a passion all things parks and Rec. I graduated with a recreation degree from UNT. Not necessary experience but I've always grown up in parks as my dad is a parks and Rec professional of nearly 30 years. It is definitely a passion of mine.

List any additional information which you believe would be of value for the City Council to know about you.

I understand the importance of parks and recreation and the positive impact it makes on communities and would love to be a part of this board and serve in the community I live in.

Do you or any member of your immediate family residing in your 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?

No



Have you ever been convicted of a felony, violation of law, or misdemeanor involving moral turpitude (any offense involving lying, stealing, or cheating?)

No

---

Are there any criminal charges or proceedings pending against you?

No

---

By typing your full name in the box, you acknowledge that the information provided is correct to the best of your ability.

Megan Doughty

---

Date of Submission

7/1/2022

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**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Brittany Andrews](#); [Abbey Reece](#)  
**Subject:** Online Form Submittal: Board, Commission & Committee Application  
**Date:** Friday, August 26, 2022 2:32:29 PM

---

## Board, Commission & Committee Application

First Name	Marcus
Last Name	Gallegos
Address	110 Chinos Trl
City	Justin
State	TX
Zip Code	76247
Mailing Address (If different)	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Phone Number	5053856937
Email Address	mgallegos77@msn.com
Are you over the age of 18?	Yes
Are you a registered voter?	Yes
Are you a Justin resident, property, business owner, or City Staff?	Yes
Current Occupation/Employer	District Superintendent of Athletics - City of Fort Worth
Education, Licenses, or Certifications	BS - Exercise Science MS- Sports Administration Certified parks and Recreation Professional

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)	Parks and Recreation Board
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?	9 years of parks and recreation experience. 20+ years of community involvement in NM form sports leagues, committees, councils and chambers of commerce. Comprehensive knowledge of government work, budgets, etc.
List any additional information which you believe would be of value for the City Council to know about you.	As a parks and recreational professional I feel I can give valuable input, experience and guidance to help the city of Justin grow in the parks and recreational field.
Do you or any member of your immediate family residing in your 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?	Yes

If yes, please explain.	I currently work for the Parks and Recreation department for the City of Fort Worth.
Have you ever been convicted of a felony, violation of law, or misdemeanor involving moral turpitude (any offense involving lying, stealing, or cheating?)	No
Are there any criminal charges or proceedings pending against you?	No
By typing your full name in the box, you acknowledge that the information provided is correct to the best of your ability.	Marcus Gallegos
Date of Submission	8/26/2022

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City Council Meeting

September 13, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #13 (Consent)

Title: Consider and take appropriate action approving City Council meeting minutes dated August 22, 2022, August 23, 2022, and August 24, 2022.

Department: Administration

Contact: City Secretary, Brittany Andrews

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Recommendation: Motion to approve consent items as presented.

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Background:

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City Attorney Review: N/A

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Attachments:

1. August 22, 2022 draft minutes
2. August 23, 2022 draft minutes
3. August 24, 2022 draft minutes



**Mayor, Elizabeth Woodall**

**MINUTES**

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

**Justin City Council Regular Session Meeting- August 22, 2022**

The Justin City Council Meeting convened into a Regular Session being open to the public the 22<sup>nd</sup> day of August, 2022 at 6:00 pm in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date and subject there of having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit: Mayor, Elizabeth Woodall, Mayor Pro Tem, John Mounce, Councilmembers, Tomas Mendoza, Jim Tate and Chrissa Hartle. City Staff: City Manager, Chuck Ewings, City Secretary, Brittany Andrews, and City Attorney, Matthew Butler. Not Present: Councilman Clark.

Convene into Session: Mayor Woodall called the meeting to order at 5:33PM  
Invocation led by: Councilman Mendoza

**ACTION ITEMS**

1. Consider and take appropriate action approving Ordinance 735-22 ordering a Special Election to be held on Tuesday, November 8, 2022 for the purpose of submitting a Home Rule Charter to the voters of the City; authorizing the Notice of Election; directing the City Secretary to mail a copy of the proposed Home Rule Charter to each registered voter of the City; authorizing a joint election with other Denton County Political Subdivisions; authorizing the City Manager to enter into a contract with Denton, Texas for Election Services.

Mayor Pro Tem, Mounce moved to approve Ordinance 735-22 as presented.

Seconded by: Councilwoman Hartle

Aye votes: Councilmembers Mounce, Mendoza, Tate, and Hartle

Not present: Councilmember Clark

Motion carries

**FUTURE AGENDA ITEMS**

**ADJOURN**

**With there being no further business, the meeting was adjourned at 5:36PM**

*Brittany Andrews*

Brittany Andrews, City Secretary

Seal:





**Mayor, Elizabeth Woodall**

**MINUTES**

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

**Justin City Council Regular Session Meeting- August 22, 2022**

The Justin City Council Meeting convened into a Regular Session being open to the public the 23<sup>rd</sup> day of August, 2022 at 6:00 pm in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date and subject there of having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit: Mayor, Elizabeth Woodall, Mayor Pro Tem, John Mounce, Councilmembers, Tomas Mendoza, and Chrissa Hartle. City Staff: City Manager, Chuck Ewings, Public Works Director, Josh Little, Planning and Development Director, Matt Cyr, City Secretary, Brittany Andrews, and City Attorney, Matthew Butler. Not Present: Councilman Clark.

Convene into Session: Mayor Woodall called the meeting to order at 6:00PM  
Invocation led by: Mayor Woodall

**PROCLAMATION**

- Suicide prevention awareness month, September 2022
- Live United month, September 2022

**WORKSHOP SESSION**

1. Discuss FY 22-23 Budget proposal.

Discuss regular session agenda items

**CONVENE INTO REGULAR SESSION- Immediately Following Workshop Session**

**PUBLIC COMMENT**

In order to expedite the flow of business and to provide all citizens the opportunity to speak, the mayor may impose a three-minute limitation on any person addressing the Council. The Texas Open Meetings Act prohibits the City Council from discussing issues, which the public have not been given a seventy-two (72) hour notice. Issues raised may be referred to City staff for research and/or placed on a future agenda.

**No citizens chose to speak.**

**POSSIBLE ACTION ITEMS**



2. Consider and take appropriate action approving Resolution No. 589-22 the City of Justin personnel policy amendments.

**Item Tabled.**

3. Consider and take appropriate action awarding or rejecting the bid for a contract to C. Greenscaping, LP in the amount of \$1, 073,455.89 for the Downtown parking and lighting project.

**Mayor Pro Tem, Mounce made the motion to object the bid as presented.**

**Seconded by: Councilwoman Hartle**

**Ayes: Councilmembers Hartle, Mounce, Mendoza and Tate**

**Not Present: Councilmember Clark**

**Motion carries**

4. Consider and take appropriate action regarding appointments to and membership of the Justin Community Library Board.

**Item Tabled.**

## **CONSENT**

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

5. Consider and take appropriate action regarding City Council meeting minutes dated August 9, 2022.

**Mayor Pro Tem, Mounce moved to approve consent item as presented.**

**Seconded by: Councilwoman Hartle**

**Ayes: Councilmembers Hartle, Mounce, Mendoza and Tate**

**Not Present: Councilmember Clark**

**Motion carries**

## **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.

- Under Section 551.071, to conduct private consultation with the City Attorney regarding:
  - Preserve Development Agreement
  - Range Road Development Agreement

Convene into executive session at 6:42PM

Adjourn into open meeting at 7:10PM

6. Discuss, consider, and act on items discussed in Executive Session.

No Action

### **FUTURE AGENDA ITEMS**

### **ADJOURN**

**With there being no further business, the meeting was adjourned at 7:11PM**

*Brittany Andrews*

Brittany Andrews, City Secretary

Seal:



**Mayor, Elizabeth Woodall**

**MINUTES**

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

**Justin City Council Regular Session Meeting- August 24, 2022**

The Justin City Council Meeting convened into a Regular Session being open to the public the 24th day of August, 2022 at 6:00 pm in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date and subject there of having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit: Mayor, Elizabeth Woodall, Mayor Pro Tem, John Mounce, Councilmembers, Tomas Mendoza, Jim Tate and Chrissa Hartle. City Staff: City Manager, Chuck Ewings. Not Present: Councilman Clark.

Convene into Session: Mayor Woodall called the meeting to order at 6:00PM  
Invocation led by: Councilman Mendoza

**WORKSHOP SESSION**

1. Discuss Fiscal Year 2022-2023 annual budget.

City Manager, Chuck Ewings presented to City Council members the draft budget, and discussed.

Council Members reviewed each section of the budget document and provided questions. Mr. Bill Mitchell, representing the Justin Volunteer Fire Department, attended the meeting and provided City Council with an overview of the department with regard to funding provided by the city. Mayor Woodall requested an overview of past and current expenditures be provided.

Staff requested guidance on reducing the planned increase of the residential wastewater base rate due to the approval of the Trinity River Authority and City Council agreed. Also, City Council agreed that credit card fees currently paid by the city should be paid by water customers utilizing credit cards to pay their bills.

**ADJOURN**

**With there being no further business, the meeting was adjourned.**

*Brittany Andrews*

Brittany Andrews, City Secretary

Seal: