

Privileged and Confidential

City of Weston Lakes

Investigation Report

April 27, 2021

Davidson & Associates, Inc.



March 27, 2021

Background

Davidson and Associates, Inc., a human resource consulting firm, was selected by the Weston Lakes City Council and retained by Olson & Olson, LLP, for the purpose of investigating a range of grievances filed by Jenni McJunkin, Weston Lakes City Secretary, against Ramona Neal, Weston Lakes Mayor. Olson & Olson, LLP, a Houston-based law firm, is contracted to represent the legal interests of the City of Weston Lakes. On the advice of its City Attorney, to preclude any appearance of bias, City Council selected an external firm to investigate McJunkin's allegations. The findings of that investigation included in this report are provided exclusively and in confidence to the City Attorney c/o Olson & Olson, LLP, for disposition. Those investigative proceedings and findings associated with this investigation are subject to attorney/client privilege. The disposition of those findings and any resulting action(s) are exclusively at the discretion of Olson & Olson, LLP, and the Weston Lakes City Council.

Overview

Weston Lakes is a community of 2,500 residents located in Fort Bend County, Texas. In 2008, residents voted to incorporate Weston Lakes as a Type B Texas General Law city. The Weston Lakes City Council is comprised of Aldermen Ted Case, Denis Deluca, Trent Thomas, Bill Ragle, and Linda Harnist. Harnist also serves as the City's Mayor pro tem. Ramona Neal, a non-voting member of City Council, was elected to a two-year term as Mayor in November 2019.

Jenni McJunkin, female over 40 years of age, has been employed by the City of Weston Lakes since 2013. She has served in her current position as City Secretary since 2014. McJunkin is a part-time, non-exempt employee who works a 24-hour work schedule with in-office hours on Monday, Wednesday, and Thursday. The City Secretary receives no medical insurance but does receive paid time off on a pro-rated basis. In addition to official administrative duties, the City Secretary is required to work during city meetings and city-sponsored functions.

Investigative Process

The investigator, Chad Davidson, was fully responsible for organizing and conducting the investigation. This included periodic input from Katie Rutherford, Weston Lakes City Attorney, employed by Olson & Olson, LLP. Premiums were placed on first-hand witnesses, supporting documentation, and resources that would aid in determining the veracity of McJunkin's allegations. Witnesses were selected on the basis of first-hand knowledge and information related specifically to those allegations.

In the initial phase of the investigation, detailed interrogatories were developed for McJunkin. As a predicate for her interview, a set of interrogatories was developed by the investigator for completion by McJunkin to aid in clarifying and exploring her written allegations. McJunkin provided detailed responses and supporting documentation to those interrogatories, which were then used as the basis for interview questions.

On March 2, 2021, McJunkin was interviewed by the investigator over a period of several hours. She also was contacted on an as-needed basis during the course of the investigation for clarification and to obtain additional documents and information.

Based on their proximity to and knowledge of many aspects of McJunkin's grievances, each member of the Weston Lakes City Council was interviewed for the investigation. Interrogatories were developed and used as a template during each of those interviews.

For several months following Neal's election in November 2019, office space for Weston Lakes city officials (including Neal and McJunkin) was leased from the City of Simonton, Texas, a neighboring community. Based on their close proximity and first-hand knowledge of both McJunkin and Neal during that period, Jennifer Ward, Simonton City Administrator, and Erica Molina, City Secretary, were interviewed during the investigation.

Job Description – City Secretary

The position of City Secretary is a statutory position required by Texas state law and the City Charter. The City Secretary is a sworn officer of the city, confirmed and employed by City Council. Daily supervision of the position is delegated by City Council to the Mayor. In addition to the position's statutory

requirements, the City Secretary maintains the city seal, manages all city records and documents, performs city administrative duties, and maintains the city hall lobby during designated open hours. Several individuals interviewed referred to the City Secretary as the communications hub of city government.

Two job descriptions for the position of Weston Lakes City Secretary are provided under **Exhibit 1**. The first document, with a stamped city seal, is the current, approved document. However, in conjunction with the City Attorney, City Council subsequently developed an updated version of that document, anticipated to be approved during an upcoming City Council meeting. Accordingly, that version should be viewed as the de facto job description for the City Secretary. Since the latest version pending approval is an extension and update of the current position description, both documents will be viewed as authoritative for the purposes of this investigation and report.

Mayor Ramona Neal

In a letter from Olson & Olson dated February 26, 2021 (**Exhibit 2**), the City Attorney advised Mayor Ramona Neal of certain expectations regarding her participation and cooperation during the forthcoming investigation. A full listing of those expectations was addressed by the City Attorney including, but not limited to, the following:

- “Make reasonable arrangements of time and place for your interview by (the investigator)”, and
- “Recognize that the City wants to hear directly from you and that Counsel cannot speak for you.”

Interrogatories were developed by the investigator for use during Neal’s anticipated interview. However, repeated, documented efforts to enlist her cooperation and participation were unsuccessful. Neal was ultimately not interviewed during the investigation.

Exhibit 2 includes a detailed timeline, narrative, and supporting attachments documenting efforts to engage Mayor Neal during the investigation.

Grievances

In correspondence dated January 2, 2021, Jenni McJunkin, City Secretary, submitted a letter of grievance to the Weston Lakes City Council. That eight-page document included a range of allegations against Mayor Ramona Neal **Exhibit 3**.

McJunkin's allegations essentially fall into two categories.

- First, McJunkin alleges that since Neal's election in November 2019, she has repeatedly engaged in a range of actions and behaviors that have created a hostile work environment.
- Second, McJunkin alleges that Neal has engaged in workplace "illegalities"; these claims include, but are not limited to, diminishing and deluding the duties and responsibilities of the position of City Secretary. She claims such actions have occurred without approval or authority granted by City Council and have resulted in preventing her from performing many of her statutorily-required job duties.

Investigator Note: The purpose of this investigation is to determine the facts and the veracity of McJunkin's allegations. Any opinion regarding the legality of those facts is beyond the scope of this investigation and report.

Hostile Work Environment

Age Discrimination

McJunkin's memorandum of grievances to City Council included allegations of age discrimination against Neal. Specifically, McJunkin alleged that Neal had referred to her age in private and public conversations in conjunction with her efforts to have her terminated. In one instance, McJunkin stated Neal specifically asked her age. Given the potential seriousness of such charges, all seven other individuals interviewed during the investigation were specifically asked if they had heard or witnessed Neal make any reference to McJunkin's age. One Alderman did recall such a reference, but was unable to provide additional details given the length of time since the event.

While troubling, the investigation determined that a single witness account was not considered sufficient corroboration to conclusively support McJunkin's allegation of age discrimination.

Threats to Terminate

McJunkin alleges that "from day 1" of her tenure, Neal began threatening to have her terminated. On **Page 2** of her allegations, McJunkin stated, "Not realizing the City Secretary serves at the discretion of City Council, Mayor Ramona Neal declared her desire to replace me with one of her friends immediately upon her election." She alleged that Neal repeated that message in *private* conversation on at least one other occasion. She added that Neal provided no explanation or basis for her threats other than a desire to replace her with a "friend".

On **Page 7**, McJunkin also alleged that Neal "expressed publicly that she wanted to replace me with her friend." That allegation was supported and cross-checked by multiple individuals interviewed during the investigation, including Weston Lakes City Council members.

In addition, prior to and following Neal's election, Weston Lakes city government rented space at the Simonton, Texas, City Hall. Both Neal and McJunkin officed at that location and frequently interfaced with that municipality's City Administrator and City Secretary, both of whom also officed in the same building. Accordingly, with first-hand knowledge of the relationship between Neal and McJunkin, both were interviewed for this investigation. During their interviews, both Simonton officials confirmed they had in fact heard Neal state her desire and intention to terminate McJunkin, despite Neal literally having been only days into her tenure. Both officials added that Neal provided no basis or rationale for that action, such as poor job performance.

Summarized, the investigation determined that multiple individuals with first-hand knowledge of the relationship between Neal and McJunkin verified the City Secretary's allegation, specifically, that on multiple occasions Neal had repeatedly and publicly stated her intent to terminate McJunkin's employment, providing no reason or rationale for that action.

Executive Session – January 2020

In January 2020, during a City Council Special Session, Neal proposed that McJunkin be terminated. The City Secretary was not present in that meeting. While the particulars of Special Session meetings are confidential, the

investigation determined via interviews that Neal's basis for this proposed action was attributed to insubordination by McJunkin. However, Neal cited no specific examples of such conduct and provided no performance appraisal, disciplinary action, or other documentation to support the claim, as might have reasonably been expected prior to proposing such drastic action.

For context, several City Council members observed during their individual interviews that, while Neal had been in office for approximately eight weeks at the time of the January Executive Session, McJunkin had been employed by the City since 2013 and in her current position as City Secretary since 2014. Each member was specifically asked during their interview for their assessment of McJunkin's job performance, prior and subsequent to Neal's election. Each member's response was positive and included comments ranging from "excellent" to "above average." Moreover, several members attributed any potentially negative issues related to McJunkin's job performance to Neal's "toxic" style of supervision and communication, even during her short (at that time) period in office.

City Council took no action on Neal's proposal during the January Executive Session, thus denying her proposal to terminate McJunkin. City Attorney Jay Zhang provided a legal opinion to City Council in September of 2020 that reiterated the fact that City Council has sole authority to appoint and/or remove municipal officers such as the City Secretary (**Exhibit 4**).

As previously established, the practice of the Weston Lakes City Council, prior and subsequent to Neal's election, has been to delegate responsibility for daily supervision of the City Secretary to the Mayor. However, consistent with Zhang's memorandum, City Council retains full authority to appoint and/or remove individuals from that position.

Executive Session February - 2020

On **Page 2** of her grievance letter, McJunkin wrote, "Subsequent to the January 2020 City Council meeting, and discovering that she could not unilaterally replace me, Mayor Neal incorporated additional tactics in furtherance of creating an extremely hostile work environment, including the intensified efforts to belittle and berate me via text and email."

Investigator Note: Allegations of Neal's efforts to "belittle and berate (her) via email and text" will be explored under a subsequent heading in this report.

According to McJunkin, one tactic used by Neal was to reduce certain aspects of her (McJunkin's) job responsibilities and, by so doing, minimize the role and impact of the position of City Secretary. McJunkin claimed this was part of an overall attempt by Neal to make her job increasingly difficult, create a hostile work environment, and to force her to resign. McJunkin mentioned one of her job duties which Neal had targeted as particularly significant.

In February 2020, another Executive Session was convened with the stated agenda of reviewing the job duties of the City Secretary. During that meeting, Neal offered her opinion that the City Secretary was overloaded and "burdened" by her current assignment. She lobbied to have certain daily responsibilities removed and/or transferred from her daily routine. For example, Neal proposed that responsibility for managing the City website be transferred to one of the Mayor's associates. McJunkin stated that the City's website is a social media platform that serves as the singular, official voice for city affairs. It communicates a range of public information including, but not limited to, official announcements and agendas for City Council meetings. As such, it is the City's official "mouthpiece" for communication with city residents.

Both job descriptions included under **Exhibit 1** designate responsibility for the City's website to the City Secretary. Those documents, the existing version and the version currently pending City Council approval, stipulate that the City Secretary "Maintains the City Website" (current version) and "Maintain integrity of the City website" (pending version).

During the February 2020 Executive Session, City Council again took no action on any proposed change to the City Secretary's job responsibilities. Council thereby denied Neal's proposed transfer of certain job responsibilities from the City Secretary to the Mayor and/or others. That denial included the requested transfer of responsibility for the City's website.

Despite specific responsibilities enumerated in the City Secretary's job description and the ruling by City Counsel in the February Special Session meeting, in April, Neal arbitrarily initiated the following actions:

- 1) Removed the City Secretary as Website Administrator and assumed that title and related responsibilities.

- 2) Created the unpaid, part-time position of Media Coordinator and assigned Tricia Wright in that capacity, and
- 3) Significantly limited the City Secretary's posting access to the website, restricting those to largely administrative announcements (City Council agenda, etc.) and items approved by Neal.

Neal's actions diluted and minimized key elements of the City Secretary's job, contrary to Council's expressed wishes. Beyond that, her actions were taken with neither statutory nor Council knowledge or approval.

In early March 2021, Neal, as Website Administrator, posted an article on the City's website summarizing the distribution of COVID 19-related Personal Protective Equipment PPE in the community (**Exhibit 5**). The content or accuracy of the posting is irrelevant and beyond the scope of this investigation. However, the article posted by Neal was done so with neither the knowledge nor approval of City Council. In addition, that action bypassed the normal checks and balances adhered to by the City Secretary for postings on the site.

Within that context, City Attorney Zhang's previously introduced memorandum, included under **Exhibit 4**, explicitly notes the following limits on mayoral actions in a Type B municipality (bolding added for emphasis):

- “Because **the mayor carries out the duties as promulgated and directed by council**, a mayor in a general law city does not have veto power as **official actions of the City must be taken only by and through its governing body (city council)**.”
- “Thus, acts of the mayor... are ineffectual **without express authorization from council**.”
- “**Any action taken beyond those authorized (or delegated) by city council may be challenged as void.**”

“Efforts to Intimidate Me into Resigning”

McJunkin alleges that Neal has engaged in actions that had the effect, if not the specific intent, of frustrating McJunkin, limiting her ability to satisfactorily perform her job functions, and forcing her into voluntarily resigning her position. In addition to removing McJunkin as Website Administrator, McJunkin alleges Neal frequently withholds or fails to return city documents in a timely manner,

limiting access to important vendors and email accounts, and preventing the timely processing of checks for payroll and accounts payable.

McJunkin alleges she is prohibited by Neal from opening *any* correspondence addressed to the Mayor that is sent to the City's postal address. That prohibition is particularly confusing and inefficient as mail and correspondence sent to the City's postal address is considered City business, not personal business. According to McJunkin, this prohibition often prevents her from fully performing her job, such as date-stamping, recording, and appropriately filing City communications and documents.

McJunkin alleges Neal's efforts to force her to resign have ranged from relatively petty to significant. She alleges the cumulative impact of those actions, particularly over an extended period, has created frustration, hindered her ability to perform her official job duties, and often resulted in negative administrative outcomes for the City and a stressful work environment for her.

The investigation found substantial support for McJunkin's allegations. Neal's actions have in fact created significant obstacles in the performance of the City Secretary's job responsibilities, many of which are legally mandated. Moreover, those actions significantly have impacted the City's ability to function in an efficient and effective manner, resulting in administrative dysfunction and, in some cases, additional expense to the City.

A key aspect of the City Secretary's job function is to serve as the repository for all official city documents and business, including retention and management of files, documents, contracts, vendor accounts, creating payroll checks, and paying accounts payable invoices. Often these documents require Neal's signature, for example, to authorize the generation of checks. According to McJunkin, verified by the investigation, Neal frequently withholds or otherwise fails to return City documents in a timely manner. Representative examples include, but are not limited to, the following:

- Failure to return signed minutes of City Council meetings to City Secretary for electronic entry; in some instances, backlogs of unreturned documents have extended for months.
- Failure to return official contracts and documents for filing and retention. For example, **Exhibit 6** includes documents that show the City's 2020 lease

for office space was signed by Neal on January 14, 2020, but not returned to the City Secretary for computer input until July 30, 2020.

- Failure to approve and return bills and invoices in a timely manner to allow for check generation by the City Secretary, frequently resulting in delinquent payments to vendors (e.g., monthly lease payments), late fees, and service interruptions (e.g., AT&T, Nextiva, Managed.com, etc.).

Refusal to Provide Key to Office Building

On **Page 4** of her memorandum to City Council, McJunkin alleges, “For some unknown reason, Mayor Neal has adamantly refused to provide me with a key to the building, even though she has been directed by the City Council to do so.” She alleges that failure to provide her with a key has often resulted in significant frustration and personal imposition, adding that it is a “tremendous and unnecessary waste of time to address and work around this issue.”

The investigation verifies that Neal continues to refuse to provide McJunkin with a key to the building lobby that houses city offices. In fact, McJunkin has been without a key to that facility since office space was rented by the City at that location in early 2020.

For context, the City’s administrative offices are currently located in a commercial building in Fulshear, Texas. That building includes an entrance lobby which must be traversed to gain entry into the City’s offices. Neal has provided McJunkin with a key to the office inside the building but denied her a key to the lobby door. As a result, McJunkin can enter the building only when it is unlocked or when another individual is present to allow her access. Conversely, if McJunkin is the last person in the building in the evening, she cannot lock the lobby door.

McJunkin stated Neal has told her that she does not need a key to the building. She has further been instructed by Neal to contact her via telephone or text message in the event she needs to either enter or depart the building lobby. Neal’s residence in Weston Lakes is reportedly minutes from the office building.

On one occasion, McJunkin noted that, on a day when she was the last person to leave the building, she was unable to make contact with Neal. On that date, however, McJunkin stated that she had to promptly depart at the end of her scheduled workday. As a result, the building lobby was left unlocked for the night.

McJunkin was contacted the following day by the building landlord who was obviously concerned about the building being left unlocked. When McJunkin related her story, the landlord told McJunkin he would provide her with a key to the building lobby, subject to approval by Neal. Neal continues to deny that approval.

McJunkin repeatedly requested a key to the building, only to be denied by Neal on each occasion. **Exhibit 7** includes emails to and from McJunkin/Neal dated September 28, 2020, which typically summarize those discussions and highlight McJunkin's frustration at being denied a key to the office building. (**Note:** McJunkin's email references Trent Vacek, building landlord mentioned in prior paragraph.)

McJunkin also recalled a recent event in which she needed entry into the building during a heavy snow/ice storm. However, she was again unable to make contact with Neal, resulting in her again being unable to gain entry into the building.

During the investigation, documents, video recordings of City Council meetings, and direct responses from City Council members clearly demonstrate several points:

- Neal has continued to deny McJunkin a key to the office building lobby.
- *Every* City Council member interviewed during the investigation stated that McJunkin should be provided a building key and noted that Neal had been requested to do so on multiple occasions. **Exhibit 8/Item #2** includes a recent email from a City Council member again requesting an agenda item to discuss providing the City Secretary with a key to the building. (**Note:** Neal denied the Alderman's request to include that topic as an agenda item.)
- The issue has been a continuous and a contentious issue between McJunkin, Neal, and City Council since early 2020 when space was rented at the Fulshear location.
- Neal has been instructed by City Council to provide McJunkin with a key to the building.
- Neal has repeatedly defied direction from City Council and continues to refuse to provide a building key to McJunkin.

- Neal and the Emergency Management Coordinator appear to be the only current City employees with keys to the building lobby. (Note: Neal's husband is the EMC.)

In summary, the investigation finds that it is not unreasonable to expect a city official who works regular hours three days each week be provided a key to the building's lobby to allow unfettered access to their office. One would arguably be useless without the other. It is clear that Neal's repeated denial of McJunkin's requests to be provided, particularly in defiance of specific City Council directives, has resulted in significant frustration and occasional hardship for the City Secretary.

The investigation failed to produce any evidence that would reasonably or legitimately support Neal's repeated denial of McJunkin's request. In fact, based on documentation and first-hand accounts, a straight line can be drawn from Neal's actions to McJunkin's allegation that Neal engaged in toxic behavior that created a hostile work environment designed to affect her voluntary resignation.

The investigation found that Neal's actions were wholly unsupported, unwarranted, unnecessary, and contributed to a frustrating and hostile work environment for McJunkin. It also found that action was in direct defiance of a City Council directive.

Toxic Management/Communication Style

On **Page 2** of her grievance letter to City Council, McJunkin alleges that she was repeatedly subjected to harassment by Neal. She alleges she has been treated with disdain and routinely "berated and belittled... (by Neal) in an apparent effort to intimidate me into resigning." She charges Neal's conduct toward her was been "malicious", "toxic", intended to force her voluntary resignation as Weston Lakes City Secretary.

As established, a total of eight individuals were interviewed for this investigation. Each interviewee stated they had witnessed Neal engage in hostile and disrespectful conduct toward McJunkin, an eight-year City employee. In words and in actions, several interviewees used terms such as "bullying" and "disrespectful" to describe Neal's conduct toward McJunkin.

In addition to first-hand witnesses, hundreds of documents were reviewed during the course of the investigation. Many were email communications between Neal and McJunkin, others were hand-written notes and disciplinary forms. Particularly from a supervisor to subordinate perspective, numerous documents produced and reviewed during the investigation can be described, both in content and in tone, as remarkable and noteworthy. The next several exhibits present representative samples of such communications.

Exhibit 9 includes an email exchange between McJunkin and Neal. In the first email to Neal dated December 21, 2020, McJunkin provides a brief observation concerning an email regarding energy conservation in the building.

On December 29, Neal replied to McJunkin as follows:

“Jenni,

Thank you for the commentary, however, as a city employee it is not your place to comment on or instruct elected officials on how to do the job they are elected to do. In the future, please refrain from reading emails and providing your thoughts on what should be done.

Signed, Mayor Ramona Neal”

On December 30, 2020, McJunkin responded to Neal’s email, copying her email to City Council (**see also Exhibit 9**):

“Mayor,

I am not just an employee but the City Secretary, which is an office of the City Government. It is appropriate for me to read, comment and respond to emails. Just because I make a statement does not mean I am instructing you or Council.

Signed, Jenni McJunkin

Neal’s response essentially instructed McJunkin not to do her job, specifically, to refrain from reading city correspondence and offering input, regardless of the topic or her experience or expertise in the matter.

Despite the tone and content of Neal’s communication, McJunkin’s response was reasonable, restrained, and respectful.

Exhibit 10 includes an email from Neal to McJunkin dated February 18, 2020. For context, that email was written in February 2020, weeks after Neal attempted to have McJunkin terminated. After that attempt was unsuccessful, McJunkin alleges that Neal “intensified” her efforts and personal attacks to create a hostile work environment and force McJunkin’s resignation. (**previously discussed in this report on Page 6 titled “Executive Session – January 2020** (See also **Page 2** of McJunkin’s Letter to Council).

In her February 18 communication under **Exhibit 10**, Neal addressed her email to “**Mrs. Jenni McJunkin**”. The investigation notes that as a particularly unusual manner for addressing a business email, arguably intended as a subtle attempt to threaten or intimidate.

Neal’s email levels a range of accusations against McJunkin, including insubordination and fraud. She uses threatening and accusatory verbiage.

For example, paragraph 4 of Neal’s email reads as follows:

“These are examples of insubordination and they will not be tolerated. I am your boss, Chief Administrative officer, Chief Executive Officer of Weston Lakes, acting Judge for the city and Emergency Management Director for the City of Weston Lakes. You will treat me with the respect this office deserves.”

Continuing in paragraph 5...

“You will follow all of my directives as I am mayor and you are a municipal officer bound by the law to do so. Everything that goes on in the city office by me per the law... I am the highest officer in Weston lakes and I must be informed before action is taken in anything to do with city business... You will ensure this is done, regardless of who directs you to do something.”

In paragraph 6, Neal accuses McJunkin of fraud and of usurping her authority:

“Further, we will discuss why you have put your name on mail that should be addressed to me... imagine my surprise when I saw the honorable Jenni McJunkin on mail... There is no doubt that this should go to the mayor not the city secretary – only judges and mayors are titled honorable, not city secretaries.”

Neal continues...

“Another example of you attempting to usurp my authority (by not allowing me to open mail for me) and fraud to say you hold an office that you do not. When mail says honorable, it is for the mayor or the judge both offices of which, in the city of Weston Lakes, are filled by me.”

Neal concludes the email with the following instruction to McJunkin:

“We will discuss this email further, print it out so we can review it.”

Signed, Mayor Ramona Neal, City of Weston Lakes

Again, for context, Neal’s comments are directed at the City Secretary, a municipal officer, and (at that time), a seven-year employee of the City of Weston Lakes. Such language is considered clear evidence of attempts to bully, threaten and intimidate a subordinate employee.

Exhibit 10 also includes McJunkin’s response to Neal’s email. Her opening comment reads as follows:

“Mayor:

This email is written in response to your February 18, 2020, email in which you make a number of incorrect presumptions and accuse me of various things, including insubordination. **With respect, your comments on each point could not be further from the truth and are incredibly hurtful.**” (Bolded added for emphasis)

McJunkin’s email addressed Neal’s allegation of insubordination:

“You said in your email my actions were examples of insubordination. I strongly disagree. If anything, they are examples of me working to maintain a stable and secure office operating environment while ensuring security of city-owned equipment and information.”

McJunkin strongly contested Neal’s allegation that she had engaged in fraud and had “usurped” her (Neal’s) authority by coopting her job title or the term “honorable”:

“Regarding the use of the term fraud in your email to me, I take great issue with you questioning my ethics in this way. I have never claimed an office of title that I don’t hold. **With respect, you should be more careful with the words you choose prior to committing them.**” (Bolded added for emphasis)

On **Pages 7-8** of her grievance letter to Council, McJunkin petitions Council to “intervene” and provide specific remedies to resolve her allegations of hostile work environment against Neal. Repeatedly, those remedies are specifically directed toward her treatment by Neal. They include, but are not limited the following:

- “That (Neal) immediately cease her personal attacks on me, my character, or my employment.”
- “That (Neal) immediately cease accusing me of insubordination related to my performance of my official duties as City Secretary.”
- “That the City Council provide written guidance to (Neal) regarding their expectation of how city employees are to be treated with dignity and respect...”

As established, this investigation examined hundreds of documents and incidents. Representative examples such as those included in this report under **Exhibits 9** and **10** clearly support McJunkin’s allegations that she was routinely “berated”, “belittled”, and treated in a disrespectful manner by her supervisor. Additional examples of toxic and malicious behavior are discussed in conjunction with incidents under **Exhibits 16** and **20**.

“Withholding of or Delay in Receiving Pay...”

Several weeks after her election in November 2019, McJunkin alleged that Neal attempted to have her terminated during a January 2020 City Council special session. That effort was rejected by Council, effectively determining it was without merit.

Following that unsuccessful effort, **Page 2** of McJunkin’s letter to Council states, “Subsequent to the January 2020 City Council meeting, and discovering that she could not unilaterally replace me, Mayor Neal incorporated additional tactics in furtherance of creating an extremely hostile work environment...” She also cited “withholding of or delay in receiving pay” (**Page 7**) as an example of an additional “tactic” intended to harass her and result in her voluntary resignation.

In February 2020, McJunkin stated that Neal began to question the terms and conditions of her compensation. As City Secretary, she is paid on a bi-monthly basis and was required to present her payroll timesheet for Neal’s approval every two weeks. Increasingly during this period, McJunkin alleged that Neal questioned

her hourly rate of pay, rate of overtime compensation, and travel (mileage) pay for use of her vehicle to perform City business. Neal stated that she could find no record of official City Council action officially granting the City Secretary an increase in pay to her current rate of \$18.00 per hour. Neal continued to sign McJunkin's timesheets but also continued to insist that McJunkin produce a historical City Council agenda item explicitly documenting that increase.

McJunkin responded by providing Neal with historical documentation, including timesheets, that date her increase from \$16.00 to \$18.00 per hour beginning the pay period of October 1, 2018 (thirteen months prior to Neal's election). Additional documentation was provided, but Neal continued to demand a documented City Council agenda item approving that action.

On July 31, for the pay period ending that day, Neal refused to sign McJunkin's timesheet. Moreover, in returning that unsigned timesheet, she presented McJunkin with a written letter of disciplinary action for failing to provide documentation supporting her current rate of pay.

Documentation and first-hand witness accounts were used to reconstruct the events that occurred from February through July 2020, culminating in written disciplinary action against McJunkin on July 31, 2020, and delay in processing her check for that pay period.

The investigation verified that Neal began to explore the basis and origin of McJunkin's compensation in February 2020. **Exhibit 11** includes two documents. The first document is a timesheet for the pay period ending September 30, 2018, which shows McJunkin's gross pay of \$414.40 for 25.9 hours worked, a pay rate of **\$16.00** per hour. The second document is McJunkin's timesheet for the pay period ending October 15, 2018, which shows McJunkin's gross pay for 56.0 hours worked to be \$1,008.00, a pay rate of **\$18.00**. Those documents establish the City Secretary's hourly rate of pay increased by \$2.00 per hour effective for the pay period October 1-15, the first pay period of the City's 2019 fiscal year.

Time sheets and paycheck stubs through January 1 through June 30, 2020, included under **Exhibit 12** verify that McJunkin's rate of pay remained at \$18.00 per hour through June 30, 2020.

Exhibit 13 shows a document titled City Secretary that shows detailed compensation terms for McJunkin's position. It specifically states "Increase pay to

\$18.00 per hour.” That document is signed by McJunkin and by Neal’s predecessor former Weston Lakes Mayor Mary Rose Zdunkewicz and dated August 28, 2018.

In response to her inquiries beginning in February 2020, Neal was provided each of these documents to conclusively demonstrate the legitimacy of McJunkin’s increase in pay, including the amount and date of implementation.

In addition to those documents, Neal was informed that in August 2018, the Weston Lakes City Council conducted a budget workshop to develop the City’s budget for 2019, with its fiscal year commencing on October 1, 2019. Aldermen who participated in that meeting verified that a pay increase for the City Secretary equivalent to \$2.00 per hour was incorporated into the annual salary for that position in the 2019 budget. That budget, approved during the September City Council meeting, included the City Secretary’s new annual salary as a line item. As explained to Neal, *there would not have been explicit minutes or City Council approval notes for the City Secretary’s budgeted pay increase, as Neal had demanded, because the increase was incorporated as a lump sum line item in the forthcoming year’s budget.*

Briefly recapping, the date of the documentation signed by Mayor Zdunkewicz, August 28, 2018, and the amount and date of McJunkin’s pay increase, October 1, 2018, are consistent with the dates of the 2018 City Council budget workshop and McJunkin’s increased pay rate at the beginning of the 2019 fiscal year. They also are completely consistent with the information and the timeline provided to Neal in response to her inquiries in 2020. That information further explains why no City Council meeting minutes existed explicitly approving that increase.

Neal refused to accept McJunkin’s explanation, documentation, and timeline of events. **Exhibit 14** includes McJunkin’s timesheet for the pay period July 1 – July 15, 2020. That document includes initialed approvals from two Aldermen (BR and LH), as well as initialed approval from Neal (RN). However, it also included multiple hand-written annotations from Neal stating she would approve *this* timesheet but would “Need paperwork where council approved the higher rate per hour.” Another annotation states “Need paperwork where council approved the mileage.” “Paperwork” referenced by Neal had been established as minutes from a City Council meeting expressly documenting approval for McJunkin’s current rate of pay, discussed in the previous paragraph. Further, absent such “paperwork”, Neal threatened to deduct certain timesheet items from McJunkin’s next paycheck.

McJunkin protested, again arguing that that such “paperwork” was non-existent. The investigation previously established that McJunkin’s current rate of pay of \$18.00 per hour had been in effect since October 1, 2018, a period of almost 22 months.

At that point, McJunkin stated during her interview that she felt she was being “set up”. Specifically, since February, Neal had demanded that she produce documentation that simply did not exist - a record of an agenda item specifying her terms and conditions of compensation approved during a prior City Council meeting. For months, Neal had rejected McJunkin’s detailed, documented, explanation and timeline of the events and history of her salary increase, including a document signed and dated by her (Neal’s) predecessor, included under **Exhibit 13**.

In an attempt to resolve the issue, McJunkin then suggested that Neal include the City Secretary’s compensation package as an official agenda item for approval during the next City Council meeting. Neal responded that such action might resolve the issue going forward but did nothing to resolve the past. McJunkin stated she took that comment as an implied threat that she might be required to “reimburse” the City for the variance in her past wages (\$2.00 per hour) possibly dating back to October 1, 2018.

On July 30, McJunkin presented her timesheet to Neal for approval for the pay period ending July 31, 2020, included under **Exhibit 15**. McJunkin recalled that Neal stopped by her desk late in the business day as she (Neal) was departing the office. Neal refused to sign the timesheet and handed it to McJunkin. Neal also simultaneously presented McJunkin with another document titled “Employee Notice of Disciplinary Action” **Exhibit 16**. Neal demanded that McJunkin read and sign the document as she stood over her desk.

After reading the disciplinary form, McJunkin stated she was “stunned” by Neal’s action. She refused to sign the disciplinary form, stating she did not agree with it. Neal signed (but did not date) the disciplinary form and departed the office.

Following Neal’s departure, McJunkin said she was “shaken” by the event. She had just been denied approval for her bi-monthly paycheck *AND* received a letter of disciplinary action from her supervisor for an issue over which she had no control.

Investigator Note: McJunkin expressed extreme frustration and discomfort that her entire conversation with Neal on July 30 had been witnessed by an individual alleged to be a Weston Lakes resident and personal friend of Neal's. McJunkin expressed anger that *anybody*, much less a personal acquaintance of the Mayor, would have been allowed to stand in her office doorway and witness a difficult and sensitive discussion with a subordinate. ***Moreover, McJunkin stated that the same individual had also been present and witnessed two previous discussions with Neal regarding her timesheets and related issues.***

Discussions with subordinates involving disciplinary matters are always important and sensitive matters, particularly when they involve the presentation of written disciplinary action. That Neal permitted a personal acquaintance to witness such an event is problematic. Her motive for conducting that conversation in the presence of a personal acquaintance would have been explored in detail, should Neal have been interviewed during this investigation.

Returning to **Exhibit 16**, in both content and tone, Neal's letter of discipline to McJunkin was remarkable. The document read in part, as follows:

“This timesheet does not have proper back-up required by law. Without documented approval from council, mayoral approval may not take place. The mayor may not approve a pay raise – it must go before council... Payrate and overtime rate are not documented by any council approvals.”

Neal continued:

“Without a written agenda item and meeting minutes and a vote from council to verify, this will not be approved by the mayor or mayor pro tem as it is in violation of the law.”

Neal continued:

“To date no paperwork supporting what is charged/paid has paperwork. Action to remedy this issue has been given, provide documentation. Action has not been taken by the city secretary from February 2020 to present.”

The document concluded with Neal's comments below. (**Note:** Neal often refers to herself in the third person; underlines are from Neal.)

“Mayor Neal is taking the action of not approving the documents because they are not in line with the law. There is no refusal to act, or inability to act, there is a requirement of law to only do what the law allows, now or in the past. This timesheet does not provide city council’s approvals to be in line with what the law requires.”

Later that day, in an effort to resolve the immediate timesheet/paycheck issue, McJunkin contacted the Weston Lakes Mayor pro tem. She suggested McJunkin come to her house the following day for a conference call with City Attorney Jay Zhang. The following day, McJunkin travelled (her day off, without pay) to Weston Lakes where they engaged in a conference call with Zhang. McJunkin explained the larger timesheet issue as well as how it related to the current pay period.

Exhibit 17 includes two emails, the first is Zhang’s written approval later that day authorizing a paycheck be processed for McJunkin for the pay period ending July 31, 2020. That email also requested documentation previously submitted to Neal. He also requested that McJunkin provide documentation discussed during their telephone conversation.

The second email under **Exhibit 17** is McJunkin’s response to Zhang’s request sent Monday, August 3. That email to Zhang included the same documentation that had previously been provided on numerous occasions to Neal, included under **Exhibits 11, 12, 13, 14, and 15**.

Per McJunkin’s suggestion, on October 27, 2020, the Weston Lakes City Council voted to codify the City Secretary’s existing terms and conditions of compensation **Exhibit 18**. The rate of pay included in that document was \$18.00 per hour – the same hourly rate of pay that had been in effect since October 1, 2018, the beginning of the City’s 2019 fiscal year. Neal signed the document, dated October 27, 2020.

Findings

The investigation verified that for six months during 2020, beginning in February and continuing through July, Neal repeatedly questioned the origin and legitimacy of McJunkin’s compensation package. Specifically, she challenged McJunkin’s hourly rate of pay, overtime pay, and mileage for use of her personal vehicle while conducting City business. Although McJunkin had been paid at those rates since October 1, 2018, Neal challenged their legitimacy because it lacked

historical documentation verifying “a written agenda item and meeting notes and a vote by city council”

The investigation relied on significant evidence to determine that Neal’s actions were intentional and created a hostile work environment for the City Secretary. The timing, nature, and duration of Neal’s action offer a reasonable conclusion, documented by evidence, that those actions were wholly avoidable and unnecessary, and had the effect of harassing a subordinate and creating a toxic, hostile work environment.

The investigation findings are based on the following facts:

- In the Notice of Disciplinary Action under **Exhibit 16**, presented to McJunkin on July 30, 2020, Neal actually uses the word “law” six different times as the basis for her disciplinary action against the City Secretary. In fact, the investigation has verified via legal opinion(s) that actions taken by the Mayor’s predecessor and City Council during the FY 2019 budget process were **NOT UNLAWFUL**. Their actions resulted in increasing the City Secretary’s rate of pay via a line item in the City’s annual budget.
- For months Neal demanded that McJunkin produce a document that did not exist and ultimately took punitive action against her when she did not produce it.
- Neal repeatedly ignored written documentation and antidotal information that demonstrated action by the former Mayor and City Council regarding City Secretary compensation was legitimate, including:
 - 1) Pre- and post-increase timesheets that demonstrated the date and amount of increase in the City Secretary’s pay rate for fiscal year 2019.
 - 2) Timesheets that demonstrated the City Secretary’s pay rate had been increased almost **fourteen months prior to Neal’s election**, and **continued unchanged during 2020**.
 - 3) Information that the former Mayor of Weston Lakes and its City Council incorporated the City Secretary’s annual salary, including its increased rate of pay, as a line item in the City’s FY 2019 budget. That approach was taken that year versus implementing the increase via an agenda item vote during a Council meeting. Contrary to Neal’s repeated allegations

concerning the “law”, that action was determined by the City Attorney/Olson & Olson and others to be **completely lawful**.

- Neal repeatedly elected to ignore a signed and dated document by her predecessor stipulating the City Secretary’s increased pay rate to \$18.00 per hour.
- Any good-faith concern regarding the process and timing for implementing the City Secretary’s pay increase for FY 2019 or other items in her compensation package (overtime stipulations, mileage reimbursement, etc.), could have been clarified by consulting with any member of the current Weston Lakes City Council as all five were members of the Council that developed the FY 2019 budget which result in the pay increase for the City Secretary.
- Any good-faith concern regarding the City Secretary’s compensation could have been addressed at any time during 2020 by adding an agenda item to enable City Council to codify the City Secretary’s long-existing pay rate and terms of compensation. As noted under **Exhibit 18**, at McJunkin’s suggestion, that action was in fact approved by City Council during its October 2019 Council meeting.

The investigation’s finding supported McJunkin’s allegations the Neal’s actions constituted harassment of a subordinate that resulted a hostile work environment.

Disciplinary Action

On **Page 3** of her grievance letter to the Weston Lakes City Council, McJunkin alleges that in May 2020 Mayor Neal “accused (McJunkin) of violating Texas Penal Code Section 39.06 – Misuse of Official Information.” The investigation determined the following:

In early 2020, McJunkin was working from her home due to concerns regarding Coronavirus. McJunkin’s work-assigned computer at her office and her personal computer at home were compatible, both supported by the Windows 10 operating system. However, for her official work at home during this period, Neal insisted McJunkin take home and use an older, City-owned Compaq computer supported by a different operating system (Windows 7). McJunkin protested that the Compaq computer would likely be unreliable and pose challenges in the performance of her job responsibilities, including email communication. Nonetheless, Neal insisted without explanation that McJunkin use the Compaq

computer for her work at home, despite the fact that newer computers were available for use.

On April 30, 2020, while stopping by the office, McJunkin received an email from an Alderman requesting a City Council workshop and providing a proposed agenda for that meeting. Ragle's email to McJunkin included the following request: "Please forward in the interest of transparency and open communication." Such requests are standard insofar as the City Secretary is typically the distributor of such email communications.

Before leaving the office, McJunkin forwarded the Alderman's email to Mayor Neal and other members of City Council via the City's official email address. She also copied the email to her personal email address [REDACTED] in the event that further discussion of the topic ensued while working at her residence observing COVID-19 precautionary measures. According to McJunkin, this action insured there would be no potential technical issues regarding emails and computer compatibility. The Alderman's and McJunkin's emails are included under **Exhibit 19**.

On May 4, without any prior discussion or warning, Neal entered McJunkin's office and presented her with a document titled "Jenni McJunkin Discipline Form" **Exhibit 20**, which read as follows:

"On May 1, 2020, I (Neal) discovered that an email from Alderman Ragle had been forwarded to myself and to all of council and to [REDACTED]. A confidential email between council and the mayor has been compromised and sent to an outside source."

The "outside source" as detailed above, was McJunkin's personal email address.

According to the document, the source of the disciplinary action against McJunkin was Neal's accusation that, as City Secretary, she had violated Texas Penal Code 39.06 (b) Misuse of Official Information. The disciplinary form presented to McJunkin included the following language from Section (b) of the Texas Penal Code:

"A public servant commits an offense if with intent to obtain a benefit or with intent to harm or defraud another, he discloses or uses information for a non-governmental purpose that: (1) he has access to by means of his office or employment, and (2) is not public." (**Exhibit 20** - Texas Penal Code Section 39.06)

Investigator Note: **Exhibit 21** includes a rendering of the Texas Penal Code 39.06 Section (e) Misuse of Official Information also states the following:

“Except as provided by Subsection (f) (not applicable), **an offense under this section is a felony of the third degree.**”

During the investigation, McJunkin’s stated she was unnerved and shaken by Neal’s accusations, particularly without any prior discussion or warning. She stated that she was “shocked” and “astounded” by being accused of violating the Texas Penal Code during the conduct of her job and of the potential impact on her employment. She admitted she was not aware at the time of her discussion with Neal that a violation of that statute is a third-degree felony offense in the State of Texas, as shown under **Exhibit 21**.

McJunkin strongly denied Neal’s allegations. She also stated that Neal did not elaborate on how she (McJunkin) may have received a “benefit” or “defraud(ed)” another individual by her actions or how she misused her position or city property, as stated on the disciplinary form and in the statute. She stated that Neal did make much of the confidentiality of Ragle’s email, essentially using that point as the premise of her allegation and the disciplinary action.

McJunkin also stated she felt intimidated by Neal’s threat to audit her computer for other “compromised” emails, stating she had “nothing to hide”. That language in the disciplinary form reads as follows:

“Review of your email is warranted. It must be determined which emails have been compromised, so that confidentiality may not be used if there is a request for public information...”

Page 2 of the disciplinary form presented to McJunkin included space for her to respond to the following question:

“What was the purpose of sending this email to [REDACTED] outside of the city?”

McJunkin’s hand-written response on the form was as follows:

“Because I was unable to receive the emails on the Compaq computer I was provided to use at home. I sent it to myself to be able to answer questions

from home. I was never contacted by any of Counsel or Mayor about this info.”

Page 2 of the disciplinary form also included the following language:

“Policy: No emails originating from or received may be reproduced, copied, printed, emailed, scanned, or sent to any entity other than it’s intended recipients within government. **All emails and city correspondence are to be considered confidential.**”

During the investigation, McJunkin stated that she had never seen any policy requiring all City correspondence, including emails, to be considered confidential. Moreover, she questioned how “all emails and city correspondence (could) be considered confidential” since that would make such documents undiscoverable and ineligible for Freedom of Information Act (FOIA) requests.

Below that language referencing “email policy” the document also included the following:

“I agree to the policy stated above and will not violate it again.” Signature and date lines were included below that statement.

McJunkin stated that she refused to sign the disciplinary form, stating her actions did not violate the law and that *she could not agree to “again” not violating a policy she had never seen and was unaware of.* She also stated again that, to her knowledge, City Council had never seen nor approved of such policy. She further stated that the City’s practice since prior to Neal’s election was not to classify all City correspondence as confidential unless it met some privileged/statutory exception.

Investigator Note: During their interviews, each member of City Council was asked the following questions: (1) Who makes policy for the City of Weston Lakes, and (2) Are you aware of a City policy that states, “All emails and city correspondence are to be considered confidential.”? Each member responded to those questions as follows: Question #1: City Council. Question #2: No.

Because McJunkin refused to sign the disciplinary form, as the conversation was concluding, Neal drew a line through the paragraph in the disciplinary form

relating to Penal Code 39.06. She asked if that was sufficient for McJunkin to sign the document. McJunkin again refused to sign the document. Neal then asked for the disciplinary form and told McJunkin she would return it with edits. The meeting ended.

During their May 4 discussion, Neal stated that she had discussed the disciplinary action and form with an attorney in the Texas Municipal League (TML) office in Austin, Texas. Neal told McJunkin that the TML attorney was in agreement with her proposed disciplinary action as it related to Section 39.06. Neal included the following language in the disciplinary form:

“Per TML:

Emails are only made public after a specific, by the law, process is followed and records of who obtained what information is recorded at city hall. The ability to see the emails because of your job does not give you permission to send emails to alternative email addresses. City secretaries are not to share this information.”

McJunkin noted that several times during the conversation Neal encouraged her to contact the TML legal office to verify her discussion with the TML attorney and to seek further explanation and clarification regarding the penal code. Later that day, following her discussion with Neal, McJunkin contacted the TML legal office via telephone and spoke with Scott Houston, General Counsel of the Texas Municipal League.

McJunkin introduced herself to Houston and identified Texas Penal Code Section 39.06 as the topic of her call. She described the nature and subject of Ragle’s email (request for a workshop) and explained her rationale for forwarding the email to the Mayor, the City Council, and to her personal email address. As the discussion evolved between McJunkin and Houston, Neal, whose office is adjacent to McJunkin’s, overheard the conversation, entered McJunkin’s office, and immediately took over the conversation with Houston. (**Note:** At no point in the discussion did either McJunkin or Neal reveal to Houston that McJunkin had been presented with a disciplinary form accusing her of violating 39.06 (b) or that Neal had threatened a full audit of McJunkin’s email account for any additional “compromised” emails.)

The central issue discussed by Neal and Houston was that of the confidentiality of Ragle’s email and the applicability of 39.06 to McJunkin’s act of

forwarding it to her personal email for aforementioned reasons. After listening to the Mayor's position and rationale, Houston flatly disagreed with Neal stating, "I don't think that's a crime in any way, shape, or form." He further added that "I've sent emails to my own personal Yahoo account, as well."

Neal responded by telling Houston that she had recently discussed the matter with another, unnamed TML attorney. She stated that attorney who supported her position and agreed with her that McJunkin's action was "not okay". Houston pressed Neal regarding the attorney's identity. Neal replied only that it was a male in the TML legal office. Houston's replied, "I don't think Bill (only other male TML attorney) would have told you that." He added that "I'm not sure what we're dealing with here, but there's nothing in state law that governs anything like this."

Houston then added the following comment: "But bottom-line answer is unless you (McJunkin) intended to do something funky with this then there's no crime that has been committed. Now, whether or not it's the way your boss, be it the City Council or the Mayor wants that to be you should adhere to whatever that recommendation is going forward." Houston's comment referred to the "policy" statement Neal had included in the disciplinary form, including that confidential email classification exceptions could potentially be made under Chapter 552 of the Texas Public Information Act (PIA) or invoking attorney/client privilege.

As previously established, after the meeting on May 4, Neal took the disciplinary form from McJunkin, stating she would return it after making some edits.

On May 11, McJunkin reminded Neal via email that she had not received the edited disciplinary form. She received no response. On May 18, two weeks after the discussion, McJunkin sent Neal another email reminder that she had yet to receive the disciplinary form. **Exhibit 22.**

On May 18, Neal replied to McJunkin's email, also under **Exhibit 22** stating that the disciplinary form "will be sent when it is completed." Neal's email also stated the following: "As a reminder, Scott Houston from TML legal **agreed with all language on the form (bolded for emphasis).** Per Scott's professional advice, a provision for information requests will be added." McJunkin stated that Neal's comment that "June 4 is the deadline to send the document" was confusing.

Investigator Note: The investigator reviewed an audio recording of the May 4 telephone conversation between McJunkin and Houston, joined (uninvited) mid-discussion by Neal. Neal’s comment that Houston “agreed with all language on the form”, referenced above and included in Neal’s May 18 email to McJunkin, is false.

McJunkin stated she was concerned by Neal’s comments in her May 18 email and about her delay in returning the edited disciplinary form. Specifically, McJunkin stated that Neal’s comments about Houston’s agreement with “all language in the form” was confusing 1) *because that was **NOT** what Houston said during the telephone conversation on May 4*, and 2) *Houston could not agree with “all the language in the form” because he never **saw** the disciplinary form*. Moreover, Houston was never told during the telephone discussion that Neal was citing the Texas Penal Code as the basis for McJunkin being issued a written disciplinary notice.

Neal’s statement that Houston “agreed with all language on the form” was factually incorrect. In fact, Houston explicitly stated that conduct described in the telephone discussion “in any way, shape, or form” was *not* a violation of Texas Penal Code 39.06, as described in the discussion.

Neal returned the disciplinary form to McJunkin on My 28, 2020 (signed on May 8) with minimal edits. The original document presented to McJunkin on May 4 is included under **Exhibit 20** as item A. The document returned to McJunkin on May 28 is included under **Exhibit 20** as item B. All edits included in the returned document item B are highlighted.

Investigator Note: When McJunkin received the edited form from Neal on May 28, she stated that, as is her customary routine, the form was immediately entered into her personnel file (hard copy) and in City’s computer in electronic format. She was requested during the investigation to provide a hard copy of that form. Unexplainably, when she searched, McJunkin stated that both versions of the form were “missing”, that neither was in the location it had been entered.

McJunkin stated she had no idea what happened to either form. However, she also stated that she had made a copy of the unedited formed that she received on May 4 (**Item A**) with her telephone camera and had made a hard copy of the

edited version she had received from Neil on May 28 (**Item B**). Apparently neither of those documents would be available if McJunkin had not taken those actions.

As of the date of submittal for this report, neither the original nor the edited version of that document is in McJunkin's personnel file or the City computer file.

On multiple levels, the investigation found that Neal's action against McJunkin was wholly inappropriate, contributed to the creation of a hostile work environment, and resulted in significant personal stress and concern for her job. Those actions violated arguably the most fundamental aspects of personnel supervisory and human resource management: honesty, fairness, and open communication.

In this matter, the evidence clearly supports McJunkin's allegations that Neal leveled serious, wholly unsupported allegations against McJunkin. Her attempts at disciplinary action were malicious, completely unfounded, and wholly unsupported by facts.

Summarized, those findings are based on evidence that demonstrated the following:

- With no explanation, Neal denied McJunkin access to a City computer that was compatible with her (McJunkin's) work computer and with her personal computer while she worked at home during the COVID-19 pandemic.
- With no prior warning or discussion, Neal essentially ambushed McJunkin with a significant personnel action, specifically, issuing her a disciplinary action form; at a minimum, such action would typically be expected to follow discussions or alternative, lesser remedial actions designed to address a perceived performance deficiency.
- Neal accused McJunkin of violating the Texas Penal Code 39.06 (b) – Misuse of Public Information (a third-degree felony). After presenting the disciplinary form to McJunkin, Neal essentially dismissed the allegation by striking through it on the form. (**Note:** Neal struck the reference to 39.06 (b) **prior** to speaking with the TML attorney.)

- Contrary to Neal’s allegation, the lead attorney for the Texas Municipal League (TML) offered his opinion that McJunkin violated no regulation under the Texas Penal Code.
- McJunkin’s discipline form demanded that she agree to not again violate a policy that she had never seen and didn’t know existed.
- No member of City Council was aware of the policy referenced in McJunkin’s disciplinary form regarding the classification of “all emails and city correspondence.”
- Neal threatened to audit McJunkin’s work computer in search of “compromised” emails.
- Neal’s actions and threats caused McJunkin significant distress and worry about her job status.

Rachel Durham

An additional incident occurred in the late stages of the investigation that further supported McJunkin’s claim that Neal’s actions created a hostile work environment by creating obstacles to the performance of her job as City Secretary.

Specifically, on Monday March 15, Neal presented McJunkin with a time sheet for Rachel Durham. Durham had recently been employed with the city as a part-time Emergency Management Administrative Assistant. The time sheet presented by Neal to McJunkin detailed Durham’s time worked the previous two weeks, her first on the job. At that point, McJunkin replied that she had yet to receive Durham’s standard new hire forms; therefore, she could not administratively on-board the new employee or generate her initial paycheck. Neal replied that she (Neal) would keep Durham’s personal information because Durham “did not want (McJunkin) to see it.”

Following Neal’s refusal to provide the required forms, McJunkin composed an email dated March 15 to City Council and to the Mayor explaining the situation, her dilemma, and her sense of urgency for producing Durham’s paycheck **Exhibit 23**. For apparent support for her position, Neal also stated that McJunkin could contact the City Attorney at Olson & Olson, LLP, the City’s law firm, if she

needed clarification or additional information to support her (Neal's) position on the matter. A response from the Mayor pro tem to McJunkin's email is also included under **Exhibit 23**.

For context, two of the City Secretary's primary job functions are (1) to enter all new hire information and maintain all personnel records for city employees, and (2) to generate bank checks for the city, typically for payroll and accounts payable purposes. In this instance, McJunkin reminded Neal that she could not generate a payroll check for Durham because she had not received standard new hire documents statutorily required to establish eligibility for employment in the United States. They included a completed I-9 Form with identification required to verify the identity and employment authorization of all individuals hired for employment. Those documents also included a completed W4 Form with the individual's social security number and correct amount of federal taxes to be withheld from an employee's wages.

As previously established, at Neal's urging, McJunkin contacted Katie Rutherford, Weston Lakes City Attorney with Olson and Olson. After discussing the issue, Rutherford agreed that the documents held by Neal were in fact required for McJunkin to process Durham as a new employee and generate her initial paycheck. Following an additional call from Rutherford, Neal presented the required information to McJunkin. Neal's "explanation" to McJunkin at that point was that she was still "working on" the forms and that McJunkin had nothing to do with Emergency Management. It is unclear as to what Neal might have been "working on" with information such as Durham's I-9 and W4 forms. Moreover, her comments ignored that fact that the City Secretary is the repository for all personnel records and city-related information and documentation, including Emergency Management.

At that point, after Neal provided the required new hire documents, it was late in the workday. McJunkin then contacted Durham to notify her that she had just received the appropriate forms. However, given the delay in receiving the information from Neal, McJunkin also informed Durham that there was insufficient time to generate the check and obtain the required signatures for her to receive her check that day (Monday). Instead, McJunkin told Durham she would receive her paycheck on Wednesday, the next regularly scheduled work day for the City Secretary. Durham said she understood and expressed appreciation for McJunkin's efforts. McJunkin also stated that Durham denied having told Neal she

did not want McJunkin to have access to her personal information, particularly that required for onboarding and payroll processing.

The evidence determines that this incident was wholly unnecessary and avoidable. Neal's failure to provide the City Secretary with legally required documentation for on-boarding Durham and processing her paycheck resulted in additional time and unnecessary expense. It ultimately required the involvement of the City Attorney and the Mayor pro tem to resolve the issue. It subjected the City Secretary to additional stress and unnecessary barriers to performing her job. And finally, Neal's actions resulted in the unnecessary delay of a new employee receiving her first paycheck from the City.

Investigator Note: McJunkin contacted the investigator on the evening of March 15. As she related many of the details in this narrative, McJunkin was clearly emotionally upset from the encounter with Neal. She stated that she was upset not only by the events that day as described above but also by Neal's dismissive actions and hostile tone and language toward her. She concluded by stating she "didn't know how much more she could take."

Conclusions

Documentation and first-hand accounts obtained through this investigation support McJunkin's allegations that Neals's actions created a hostile work environment designed to force her resignation. McJunkin is an eight-year employee of the City with a satisfactory record of performance, prior to and subsequent Neal's election in November 2019. After overt efforts in early 2020 to have McJunkin terminated were unsuccessful, the evidence demonstrates that Neal engaged in a concerted effort over an extended period of time to threaten, intimidate, and otherwise create a hostile environment designed to affect McJunkin's resignation.

A representative summary of evidence supporting this determination includes the following:

- Accused McJunkin of committing a third-degree felony without evidence.
- Accused McJunkin of fraud without evidence.

- Verbally and in writing, subjected McJunkin to threatening, bullying attacks.
- Challenged McJunkin's terms of compensation (pay rate, overtime rate, travel pay, etc.) that had been in effect months prior to Neal's election, despite the existence of documentation supporting those terms.
- Subjected McJunkin to petty, arguable vindictive actions such as:
 - Issued McJunkin a substandard computer (Compaq) with an outdated, incompatible operating system (Windows 7) when an alternative, updated model was available.
 - Failed to issue McJunkin a key to the office lobby, despite specific direction from City Council, creating substantial and unnecessary inconvenience and hardship.
- On at least two occasions, subjected McJunkin to wholly unwarranted and meritless disciplinary measures.

A legal determination in this matter is beyond the scope of this investigation; nonetheless, such conduct arguably meets the classic definition of constructive discharge, which occurs when an employee is forced to resign because the employer has made working conditions toxic and intolerable. **Exhibit 24**

At a minimum, Neal's conduct toward McJunkin, a subordinate and municipal official, was demonstrably offensive and unprofessional. In addition, while Neal's actions have to date not resulted in McJunkin's resignation, they have in fact produced personal stress and mental anxiety to the point which ultimately resulted in McJunkin's memorandum to City Council requesting immediate and specific remedies.

McJunkin's letter to City Council dated January 2, 2021, petitioned the Weston Lakes City Council to immediately provide relief and redress to her concerns. This investigation finds substantial support and merit to McJunkin's over-arching claim of a hostile work environment.

In conclusion, the purpose of this investigation has been to determine the veracity of McJunkin's allegations. That determination has been rendered. However, this investigation and report is *not* intended to offer a legal opinion or determination whether such conduct is in violation of Title VII of the 1964 Civil

Rights Act. Likewise, while at least one witness supported McJunkin's allegation that Neal referred to her age (protected class under federal legislation) in efforts to terminate her employment, this report also does not offer an opinion regarding a legal violation of the 1967 Age Discrimination in Employment Act (ADEA).

Exhibit 1



Incorporated 2008

Weston Lakes City Secretary Employment Policy and Duties

- I. The City Secretary shall be employed by a majority vote of the City Council with the approval of the Mayor, with no stated term of office and shall only be removed from office by a majority vote of the City Council. Compensation for the City Secretary will be set by the City Council. The Mayor will perform an annual performance review which will be considered by the City Council when they consider a compensation adjustment. The position is a part time position with hours not to exceed 12 hours per week without City Council approval. Also, as a part time position there are not benefits associated with the position. Sick Leave, Annual Leave, Health Benefits, and Retirement Benefits and not provided by the City. Workman's Compensation is provided by the City.

The City Secretary will be responsible for the maintenance of all records of the City, both physical and electronic; supervises municipal elections; serves as the secretary to the City Council; serves as finance officer, personnel directory, and performs other duties as may be required.

II. ESSENTIAL DUTIES

The city Secretary is responsible for the following duties:

Maintains custody of the City Seal and official records of the City

Serves as records management officer for the City

Issues certified copies of City records and documents.

Prepares notices and advertises public bids, hearing and meetings

Maintains the City website

Responds to requests for information from the City staff and the general public

Attends meetings and public hearings of the City Council

Coordinates, prepares and updates City Council Agenda and packets

Prepares minutes of all proceedings of the City Council

Researches ordinances, resolutions, minutes and other City records

Strives to stay informed of legal issues on a federal and state level that affect municipalities and pass this information on to City Council members

Is a conduit for all communications from other municipalities, the county, state and federal government to the Mayor and Council Members

Is responsible for continuing educational pursuits pertinent to the position including attending seminars and training sessions offered by such professional organizations as TML and HGAC

Fees for these educational sessions will be paid for by the City and the time spent will be included in the hourly reimbursement to the secretary.

Assists in coordinating and conducting municipal elections.

Serves as the election judge for absentee voting and early voting by personal appearance Administers the Oath of Office to newly elected or appointed public officials

Serves as finance and investment officer for the City, and makes up the Investment Committee along with the Mayor and one other City Council member.

Maintains accounts payable, accounts receivable, payroll, and investment of City funds, ensuring City funds are properly insured and safeguarded.

Maintains all personnel and payroll records and insurance coverage

III. DAILY PROCEDURES

PICK UP MAIL from Fulshear Post Office 1082

Open all mail and distribute

MA YOR - On her desk

COUNCIL MEMBERS - in their folders

MARSHAL- In his box

HANDLE CORRESPONDENCE

Write and post letters on behalf of the Mayor, City Council, EOC and Marshal. General Correspondence must be maintained for two (2) years.

CHECK EMAIL

Answer those requiring response

Emails from Fort Bend County (ACH) indicating a deposit should be printed and verified through Internet Banking. Record deposit in QuickBooks.

Emails from Texas Comptroller of Public Accounts indicating a deposit should be printed and verified through Internet Banking.

Archive SENT email often so it does not get overwhelming. Email must be kept according to the same schedule as physical correspondence.

III. FINANCIALS

- PAY BILLS as they come in
- Write/print checks
- All checks require 2 signatures. The following people can sign:

Mayor Mary Rose Zdunkewicz

Mayor Pro Tem

Councilman Trent Thomas

MAKE DEPOSITS if payments received. Stamp back of check with bank stamp, fill out deposit slip. Deposits can be made at any Wallis State Bank location.

- Internet Banking

Check bank account for electronic deposits

Financial Records must be maintained for five (5) years.

PAYROLL on the 15th and last day of the month

Complete Time Sheet (found in the City Secretary folder on the computer)

Produce Payroll check in QuickBooks

- Reports and Surveys

For almost any form that comes into the office there will be a copy in the "Reports & Surveys" file. These can be used for reference.

- Legislative Updates - Distribute as directed.

- Building Permits –

The City of Weston Lakes at this time only requires building permits for Flood Plain/Development. The applicant must fill out the request for the permit. The permit is logged in the permit journal, numbered and forwarded to the City Engineer. The City Engineer will approve the request and establish a fee for the permit. Upon receipt by the City Secretary from the Engineer the requestor will be notified of the approval and the cost. Usually \$40.00 for a building not in or near the flood plain and \$80.00 for a building in or near the flood plain.

- Purchasing Supplies - The City of Weston Lakes is tax exempt registered at Office Max, Office Depot and Walmart

IV. MONTHLY PROCEDURES

- PREPARE FINANCIAL REPORTS

- AGENDA for monthly and special City Council Meetings as well as Emergency Management Committee Meeting

The Agenda must be publically posted 72 hours in advance of the meeting on the bulletin board in front of City Hall and on the Weston Lakes Bulliten Board at the Westerham Entrance. It must also be posted on the City website.

The agenda for City Council Meetings must be signed by the city secretary and have the city seal on it. EMC meetings may be signed by the Secretary of the Emergency Management Committee

Email the Agenda and all supporting documents to the Council Members when the Agenda is posted so they can review everything in advance of the meeting.

- AGENDAs are PERMANENT RECORDS.
- PREPARE MEETING BINDERS for Council Meetings including:

Copy of Agenda

Revenue & Expense Report (use the Profit & Loss Report in QuickBooks) for the previous month

Balance Sheet for the previous month

Budget vs. Actual through previous month

Bills Submitted for Approval (use the Expenses by Vendor Detail Report in QuickBooks)

Credit Card Charges Report

Use the Balance Sheet Detailed Report and export it into EXCEL and edit it to only show Credit Card Charges.

Meeting Minutes for the previous month

Supporting Documents for:

Announcements & Public Comments

Committee Reports (list of committees)

Copies of proposed Ordinances and Resolutions

Background Information to facilitate discussion

RECORD ALL PUBLIC MEETINGS

Recordings of public meetings must be retained for 90 days.

TYPE MEETING MINUTES

Council approved Meeting Minutes must be signed by the Mayor and attested by the City Secretary, stamped with the City seal and filed in the red minutes binder.

Investigator Note: The position description below was developed by the Weston Lakes City Council in conjunction with its City Attorney. It is pending approval and anticipated to be enacted following a vote during the March 2021 City Council meeting.

Position Description: Weston Lakes City Secretary

The position of City Secretary is a statutory position required by Texas State law and the City Charter. The City Secretary is an officer of the City, confirmed by the City Council. In addition to the statutory duties of the position, the City Secretary is in charge of Records Management, City Administrative Requirements, and City Hall lobby (Open Hours) operations.

The City Secretary packages and provides to Council all pertinent information in preparation for City Council Meetings; maintains all records and actions generated from City Council meetings in compliance with the Texas Open Meetings Act; authenticates all official documents; safeguards official records and files; coordinates administration of City elections with Fort Bend County; provides the Public with information in accordance with the Texas Public Information Act; maintains historical records and archives; administers oath of office to new City employees and officials; maintains claims information; and provides excellent customer service to the public in a timely, professional and efficient manner.

The City Secretary's Office serves as a resource for citizens' questions and is a link between citizens and the City organization.

The City Secretary shall be employed by a majority vote of the City Council with the approval of the Mayor. There is no stated term of office and shall only be removed from office by a majority vote of the City Council. Compensation for the City Secretary will be set by the City Council. Workman's Compensation will be provided by the City.

An annual review will be performed by the Mayor and two Council Members, including setting specific goals and objectives, and a review of the prior year performance in meeting the previously set goals and objectives. The City Council will use this review as a part of the criteria for adjusting compensation.

The City Secretary position is part time, with a twenty-four hours per week schedule. The City Secretary will be paid, in addition to the regular twenty-four-hour work week, an additional three hours for each City Council Meeting, Workshop, or special event that requires attendance and preparation.

If exceptions to the hourly limit, other than scheduled meetings as described above, do occur and are approved by the Mayor and Council, and agreed to by the City Secretary, pay will be at the regular rate of pay up to forty hours, with time and a half over forty hours. Holidays that fall on a work day will be paid at the regular rate of pay as long as the previous and next work days are worked or scheduled as vacation in advance. As a part time position, Health and Retirement Benefits are not provided by the City. After one year of employment, the Secretary will be granted three days of sick leave and one week (equivalent) of vacation. After three years of employment, sick leave will be increased to five days and vacation to two weeks (equivalent). Sick days and vacation days do not accrue year over year, however unused sick days will be compensated at the regular rate of pay in the first pay period in January.

The City Secretary shall be the clerk or secretary of the Council, attending each meeting of the governing body of the municipality, and whose duty it shall be to act as reading and recording clerk to the council and to certify the correctness of the minutes and the journals and to perform such other duties as may be required by the City Council and the Mayor. The Secretary shall also provide staff support to the City Council, coordinate agenda items and provide Council with appropriate information regarding agenda items; attend meetings; record minutes of meetings; arrange for preparation and distribution of minutes as required; notify departments and citizens of City Council decisions; arrange visits for City Council; and assist in planning City Council functions

The duties of the City Secretary shall also include being custodian of all the papers and records of the council proceedings of the city, with power to make certificates of any proceedings of the City Council, to affix the City Seal thereto, and to do and perform all things and acts usually done or necessary to be performed by secretaries or clerks of cities in connection with the business thereof.

In addition to the duties herein mentioned, the City Secretary shall do and perform such other duties, acts and things as may be required of him or her by the Mayor or City Council.

The secretary shall:

- 1) Keep and ensure all laws, resolutions, and ordinances of the governing body are properly filed
- 2) As the Records Administrator / Custodian of Records for the City; keep, take charge of, arrange, and maintain the official records of the governing body, both physical and electronic; maintain custody of city seal, affix to documents and

obligations of the city as required; countersign city documents; recommend rules and regulations to be adopted to protect municipal records; establish systems to file and maintain official records including minutes, ordinances, resolutions; contracts, judgements, surety bonds, deeds, elections and other records; ensure all records are maintained in compliance with mandated requirements; ensure records are open to the public.

- 3) Keep, prepare, and ensure distribution of all notices required under any regulation or ordinance of the municipality or Texas Municipal Code
- 4) The City Secretary serves as the general accountant of the municipality and shall keep regular accounts of the municipal receipts and disbursements. The secretary shall keep each cause of receipt and disbursement separately and under proper headings. The secretary shall also keep separate accounts with each person, including each officer, who has monetary transactions with the municipality. The secretary shall credit accounts allowed by proper authority and shall specify the particular transaction to which each entry applies. The secretary shall keep records of the accounts and other information covered here and provide reports as requested by the Mayor and Council.
- 5) The secretary shall keep all contracts made by the governing body
- 6) The secretary shall perform all other duties required by law, ordinance, resolution, or order of the governing body. Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1248, Sec. 47, eff. Sept. 1, 1989. Amended by: Acts 2011, 82nd Leg., R.S., Ch. 1184 (H.B. 3475), Sec. 3(2), eff. September 1, 2011. Acts 2011, 82nd Leg., R.S., Ch. 1324 (S.B. 480), Sec. 5(2), eff. June 17, 2011

In addition, the City Secretary has responsibility for the following, which may be changed or updated by Policy and Process definition, changes in Technology, or update to the Texas Municipal Code. (Processes to be documented):

- 1) Each Work Day:
 - a. Pick up Mail from Post Office
 - b. Open and Distribute Mail
 - c. Handle Correspondence
 - d. Write and post letters on behalf of the Mayor and City Council
 - e. Handle email, respond or forward as appropriate
 - f. Maintain integrity of City Website

- 2) Administer compliance with the Open Records Act / Texas Public Information Act including responses for public information or data, archiving of both physical and electronic media,
- 3) Education and Training – Pursue City Secretary Certification, Attend and participate in professional group meetings; stay abreast of current legislation regarding City Council, municipal elections and municipal records
- 4) Prepare and process ordinances, resolutions and proclamations once approved
- 5) Assist the public with permit applications and questions

Exhibit 2

Narrative

The following narrative describes efforts to engage and communicate with Mayor Ramon Neal to investigate allegation levied against her by Jenni McJunkin, Weston Lakes City Secretary.

Overview

From February 26 through March 15, 2021, Mayor Ramona Neal was unresponsive to efforts by the investigator to gain her cooperation and participation in an investigation of allegations filed by Jenni McJunkin. She failed to respond to numerous attempts to verify and confirm a time and location to meet with the investigator. Numerous letters and emails to Neal were unanswered or deferred. Moreover, despite explicit instructions to the contrary from the City Attorney and the investigator, Neal repeatedly attempted to use her personal attorney as an intermediary and as a spokesperson during that process. In addition to this narrative, **Exhibit 2** includes a detailed timeline and supporting attachments (letters and emails) documenting efforts to engage Neal during the investigation.

In a letter to Neal dated February 26, 2021, the City Attorney, on behalf of the Weston Lakes City Council, communicated a range of expectations she would be expected to follow during the investigation. She was advised that she should make “reasonable arrangements of time and place for (her) interview...” She was also advised that “the City wants to hear directly from you and that Counsel (personal attorney) cannot speak for you.” As summarized above and detailed below, Neal failed to meet those expectations which was deemed to have had the effect of unnecessarily impeding, distracting, and delaying the investigation.

A detailed timeline of communications and copies of letters and emails documenting efforts to obtain Neal’s cooperation are included under this tab (**Exhibit 2**).

The Investigation

As the investigation evolved, Neal was tentatively scheduled to be interviewed on March 11, 2021. In a letter dated **February 26** and a follow-up email dated **March 6** (**Exhibit 2**), the investigator requested Neal confirm the

tentatively scheduled March 11 meeting and propose a suitable meeting location. ***The investigator received no reply from Neal to either of those requests.***

Several days later, the investigator *still* had received no response from Neal confirming the March 11 meeting and proposing a meeting location in the Weston Lakes area. Accordingly, in a letter dated **March 10**, the investigator informed Neal that, as a result of her unresponsiveness, the meeting scheduled March 11 would not occur. As detailed in the attached timeline, that deferral occurred after almost two weeks of unsuccessful efforts to confirm Neal's interview and propose a meeting location.

At this point, Neal's interview was largely all that remained to complete the interview cycle of the investigation. To expedite the process, the investigator's **March 10** letter to Neal proposed March 16 as an alternative meeting date. He also volunteered to secure an acceptable meeting location in the Weston Lakes area. Again, the investigator requested a direct response from Neal to confirm the proposed alternative meeting date.

Neal again failed to reply as requested to the investigator's **March 10** letter and proposal. Instead, she forwarded the proposal to her personal attorney who, in turn, contacted the investigator.

As previously established, in his letter to Neal dated February 26, the City Attorney emphasized that "the City wants to hear from you and that (legal) Counsel cannot speak for you." Accordingly, after being contacted by Neal's attorney, on **March 10** the investigator immediately sent a follow-up email to Neal noting her failure reply thus far to *any* of his communications since the inception of the investigation. It reiterated that no representative or spokesperson would be recognized for *any* participant in the investigation. (**Note:** The investigator had previously agreed to the presence of Neal's personal attorney during her interview, provided "strict adherence to conditions (previously) stipulated in a letter to you from the City Attorney...") The investigator again requested confirmation of the proposed March 16 meeting from Neal.

The investigator received no reply to his March 10 communication(s) to Neal, including her response to investigator's proposed alternative May 16 meeting date. Therefore, via email on March 15, again less than twenty-four hours prior to the proposed meeting date/time, the investigator notified Neal via email (**Exhibit 2**) that failure to confirm her presence at the proposed March 16 meeting by 3:00 PM that day would be viewed as her having "no interest in participating in this

investigation”. The investigator reiterated that a final investigative report would be filed with the City Attorney, with or without her input. The investigator’s March 15 email concluded with the following statement:

“Please understand this is my final communication on this matter.”

At 2:57 PM on March 15, Neal sent the following response (her first direct communication with the investigator since the inception of the investigation):

“Neither date (March 16 or 17) is agreeable with my schedule. Please accept communications from my attorney on all matters. After the next city council meeting (March 22) is my next availability.”

Neal’s reply was viewed as unresponsive. Despite prior instruction, she continued to defer to her personal attorney, refusing to engage in any direct or meaningful communication with the investigator. Her continued failure to agree to an interview date would have resulted in an unreasonable, unnecessary, and unacceptable delay in concluding an investigation that had already significantly exceeded its projected completion date.

Concluding, every reasonable effort was extended to encourage Neal to provide her perspectives and responses to McJunkin’s allegations. She was provided ample opportunity to do so. Neal was repeatedly advised that her participation in the investigation was voluntary, but that a final report on the findings of the investigation would be completed and submitted to the City Attorney, with or without her input.

In the end, Neal failed to either cooperate or participate in the investigation. She failed to engage with the investigator and repeatedly deferred to a third party. Efforts to enlist her cooperation and participation concluded on March 15, 2021. The investigator notified the City Attorney that a final report would be submitted.

The investigator also updated City Council via email on March 15 regarding the status of the investigation, including Neal’s continued failure to cooperate or participate in a reasonable manner. (**Exhibit 2**)

Investigator Note: In a letter dated February 11, 2021, the investigator received an unsolicited communication from Randy Gunter (see **Exhibit 2**), an attorney who identified himself as Ramona Neal’s “representative”. Gunter stated he “will be (the investigator’s) point of contact for communications to her (Neal).”

Gunter stated Neal's willingness to cooperate in the investigation, concluding, "I look forward to working with you on this matter."

Prior to and during the investigation, Neal had been repeatedly informed that no "representative, intermediary, or spokesperson" would be recognized for *any* participant in the investigation. Nonetheless, Neal continued was unresponsive to direct contact with the investigator and deferred to her personal attorney. Her March 15 email to the investigator, her only direct communication during the investigation, included the following comment: "Please accept communications from my attorney on all matters."

Neal's continued reference to and insistence on the involvement of her personal attorney would have been explored in detail had she been interviewed during the investigation.

Fw: Investigation

From: Chad Davidson [REDACTED]
To: [REDACTED]; [REDACTED]; bill.ragle@cityofwestonlakes-tx.gov;
denis.deluca@cityofwestonlakes-tx.gov; ted.case@cityofwestonlakes-tx.gov
Cc: krutherford@olsonllp.com
Date: Monday, March 15, 2021, 5:32 PM CDT

Members of the Weston Lakes City Council:

Over the past several weeks, I have provided Weston Lakes City Council members with multiple copies of written communications documenting issues I have encountered with Mayor Ramona Neal. Those issues have had the effect of impeding, distracting, and delaying this investigation. In letters and emails dated February 26, March 6, March 10, and again today, March 15, I have repeatedly attempted to obtain Mayor Neal's cooperation and participation in this investigation. Those efforts to date have been unsuccessful. Accordingly, I want to update you on the latest developments.

An email string below documents my latest attempt to obtain Mayor Neal's cooperation and participation in this investigation. To date, a total of eight interviews have been completed, some several hours in duration. The final element in this process is Mayor Neal's perspectives and responses to these allegations. Once again, her tardiness in this process and failure to respond to multiple meeting opportunities hold the potential prospect of delaying the conclusion this investigation until early April. For several reasons, that is unacceptable. As stated in the email below to Katie Rutherford, Weston Lakes City Attorney, a final report on the results of this investigation will be provided to Olson & Olson, LLP for disposition within the next week.

Every reasonable effort has been made to work with Mayor Neal in this matter. Her refusal to cooperate or fully participate in this process is regretful. However, it is unacceptable and has also resulted in devoting additional time, effort, and resources in this matter. I am grateful to City Council for this opportunity. Please feel free to contact me via text or cell phone if you wish to discuss any aspect of the investigative process.

Finally, for confidentiality, please note that the City Secretary is not copied on this email.

Chad Davidson
[REDACTED]

----- Forwarded Message -----

From: Chad Davidson <[REDACTED]>
To: Katie Rutherford <krutherford@olsonllp.com>
Sent: Monday, March 15, 2021, 3:08:31 PM CDT
Subject: Fw: Investigation

Katie:

FYI. You will receive my final report on this investigation within the next week. Mayor Neal has elected to neither cooperate nor participate.

Chad

----- Forwarded Message -----

From: Mayor Ramona Neal <mayor.neal@cityofwestonlakes-tx.gov>
To: Chad Davidson <[REDACTED]>
Cc: [REDACTED]; Katy Rutherford <krutherford@olsonllp>

Fw: Investigation

From: Chad Davidson <[REDACTED]>
To: krutherford@olsonllp.com
Bcc: [REDACTED]
Date: Monday, March 15, 2021, 3:08 PM CDT

Katie:

FYI. You will receive my final report on this investigation within the next week. Mayor Neal has elected to neither cooperate nor participate.

Chad

----- Forwarded Message -----

From: Mayor Ramona Neal <mayor.neal@cityofwestonlakes-tx.gov>
To: Chad Davidson <[REDACTED]>
Cc: [REDACTED] <[REDACTED]>; Katy Rutherford <krutherford@olsonllp>
Sent: Monday, March 15, 2021, 2:57:33 PM CDT
Subject: Re: Investigation

Chad,

Neither date is agreeable with my schedule. Please accept communications from my attorney on all matters. After the next city council meeting is my next availability.

Mayor Ramona Neal
City of Weston Lakes

On Mar 15, 2021, at 10:45 AM, Chad Davidson <[REDACTED]> wrote:

Mayor Neal:

On March 10, I proposed alternative meeting dates for continuing this investigation, specifically at 10:00 AM or 1:00 PM on either Tuesday or Wednesday of this week. As in all of my prior communications, to date I have received no response from you. If I do not receive a reply from you by 3:00 PM today it will be presumed you have no interest in participating in this investigation. Accordingly, I will begin final report preparation to conclude this investigation.

Please understand this is my final communication on this matter.

Respectfully,

Chad Davidson

Re: Investigation

From: Mayor Ramona Neal (mayor.neal@cityofwestonlakes-bc.gov)

To: [REDACTED]

Cc: [REDACTED]; krutherford@olsonllp

Date: Monday, March 15, 2021, 2:57 PM CDT

Chad,

Neither date is agreeable with my schedule. Please accept communications from my attorney on all matters. After the next city council meeting is my next availability.

Mayor Ramona Neal
City of Weston Lakes

On Mar 15, 2021, at 10:45 AM, Chad Davidson <[REDACTED]> wrote:

Mayor Neal:

On March 10, I proposed alternative meeting dates for continuing this investigation, specifically at 10:00 AM or 1:00 PM on either Tuesday or Wednesday of this week. As in all of my prior communications, to date I have received no response from you. If I do not receive a reply from you by 3:00 PM today it will be presumed you have no interest in participating in this investigation. Accordingly, I will begin final report preparation to conclude this investigation.

Please understand this is my final communication on this matter.

Respectfully,

Chad Davidson

Investigation

From: Chad Davidson [REDACTED]
To: mayor.neal@cityofwestonlakes-tx.gov
Cc: krutherford@olsonllp.com
Bcc: [REDACTED]
Date: Monday, March 15, 2021, 10:45 AM CDT

Mayor Neal:

On March 10, I proposed alternative meeting dates for continuing this investigation, specifically at 10:00 AM or 1:00 PM on either Tuesday or Wednesday of this week. As in all of my prior communications, to date I have received no response from you. If I do not receive a reply from you by 3:00 PM today it will be presumed you have no interest in participating in this investigation. Accordingly, I will begin final report preparation to conclude this investigation.

Please understand this is my final communication on this matter.

Respectfully,

Chad Davidson

cc: Weston Lakes City Attorney

Weston Lakes City Council

Investigation

From: Chad Davidson ([REDACTED])
To: mayor.neal@cityofwestonlakes-tx.gov
Cc: krutherford@olsonllp.com
Date: Wednesday, March 10, 2021, 3:22 PM CST

Mayor Neal:

I have not received a response from you to my letter earlier today. I did, however, receive an email from Randy Gunter approximately 20 minutes after my email was sent. I need to reiterate and clarify several points.

First, as I mentioned in my letter earlier today, after two previous letters (February 26 and March 6), I waited almost two weeks for a response from you confirming the particulars of our meeting. No response was received, my business calendar HAS changed, and I am unable available to meet with you tomorrow. Would I have received *any* response had I not sent you the letter earlier today, only 24 hours before the meeting was to have ocured? In any case, I provided you with alternative dates/times for meeting next week. For planning purposes, please respond at your earliest convenience regarding your preferences.

Second, perhaps I should have been more specific, but my request for a suggested meeting locale did not include City Hall. Not only does it not meet my standard for confidentiality, my understanding is that Thursday is a regularly scheduled work day at City Hall for the City Secretary. Clearly that is a non-starter. So, I am now working on an alternative meeting location and will provide that suggestion when you communicate your preferred date and time to meet next week.

Third, my commitment to City Council is to conduct a thorough, professional and unbiased investigation into these allegations. To be fair and to protect the interests of all parties, I reiterate that I recognize no representative, intermediary, or spokesperson in this matter. This is neither a legal proceeding nor a deposition, your participation in this matter is entirely voluntary. Further, I am of the opinion, shared by your City Attorney, that my willingness to allow your attorney to attend our meeting as a passive observer with specific stipulations represents a significant concession and accommodation.

Mayor Neal, the Weston Lakes City Council and I are interested in your perspectives and responses to grievances filed against you by the City Secretary. I reiterate, however, that this investigation will be completed and a work product will be provided for disposition to your City Attorney c/o Olson & Olson, LLP, with or without your input.

I look forward to your response and to our meeting.

Respectfully,

Chad Davidson

Davidson & Associates, Inc.

March 10, 2021

Mayor Ramona Neal
City of Weston Lakes
via email: mayor.neal@cityofwestonlakes-tx.gov

Re: Investigation of Allegations/City of Weston Lakes

Mayor Neal:

On February 26, 2021, I sent you a letter accepting March 11 at 11:00 A.M. as a date and time for our meeting regarding the above-noted topic. In that communication, I asked for confirmation and for a proposed meeting locale in the Weston Lakes area. I received no response from you. In communication dated March 6, I sent you another letter requesting date/time confirmation and a proposed meeting location.

As of today, March 10, I have received no verbal or written response to either of my prior communications, either confirmation or proposed location. Accordingly, I have scheduled an alternative business engagement on March 11/12 which will require personal travel.

Mayor Neal, I am available to reschedule our meeting next week on either **Tuesday March 16** or **Wednesday March 17** at either **10:00 A.M.** or **1:00 P.M.** on either of those days. I again request that you reply as quickly as possible to this proposal, confirming either of those dates and times, as well as a proposed meeting locale.

I remain enthusiastic about conversation and hope you view it as an opportunity to provide your responses and perspectives in this matter. Again, please respond to this communication at your earliest convenience.

Respectfully,

Chad Davidson

cc: City Attorney, Olson & Olson, LLP
Weston Lakes City Council

Olson & Olson, LLP for disposition. I must be clear – that work product will be submitted with or without your participation.

Mayor Neal, your association with Mr. Gunter is your personal business. However, there is no legal mandate in this process that entitles you to be accompanied by counsel during our conversation next week. Nonetheless, I will agree to his presence as an observer during that discussion, provided strict adherence to conditions stipulated in a letter to you from the City Attorney dated February 26, 2021. A copy of that correspondence is provided for your reference.

I look forward to our discussion next week to obtain and record your responses to these allegations. I also look forward to your suggestion regarding a meeting locale in the Weston Lakes area that provides strict confidentiality and adequate social distancing.

Respectfully,

Chad Davidson

Cc: Randy Gunter [REDACTED]
City Attorney, Olson & Olson, LLP
Weston Lakes City Council

Davidson & Associates, Inc.

March 6, 2021

Mayor Ramona Neal
City of Weston Lakes
via email: mayor.neal@cityofwestonlakes-tx.gov

Re: Investigation of Allegations/City of Weston Lakes

Mayor Neal:

On February 26, I sent you an email agreeing to a proposed date and time for our meeting to discuss your responses to the above noted topic. I asked for confirmation. To date, I have yet to hear from you, as requested. Instead, on March 4, I received an email and a telephone call from Randy Gunter, an attorney who identified himself as your "representative". Mr. Gunter has also requested that he be your "point of contact" in this matter. In his email and phone call, Mr. Gunter requested a change in our agreed upon time for our meeting to accommodate a personal issue. Please see my response and additional comments below.

- For the purposes of this investigation, I recognize no representative, intermediary, or spokesperson for *any* individual participating in this process. Accordingly, I do not agree to altering our previously agreed-upon time and date for our meeting. I also respectfully request that you communicate directly with me in this matter, as I will with you.
- I was selected by the City Council of Weston Lakes to conduct a thorough, professional, and unbiased investigation into the veracity of claims filed against you by the City Secretary of Weston Lakes. I accepted that project on the condition that I set the terms and conditions for this investigation.
- This is not a legal proceeding nor is it a deposition; no participant will be asked to raise their right hand. All participants *are* expected to provide truthful and complete responses during the investigative process.
- Your participation in this investigation is entirely voluntary. My hope and that of City Council is that you will view our conversation as an opportunity to present your perspectives and responses to these allegations. In any event, a final report on the findings of this investigation will be provided to the Weston Lakes City Attorney c/o

Proposed Meeting

From: Chad Davidson ([REDACTED])
To: mayor.neal@cityofwestonlakes-tx.gov
Bcc: krutherford@olsonllp.com
Date: Friday, February 26, 2021, 2:49 PM CST

Mayor Neal:

My understanding is that you have proposed a meeting date of Thursday March 11, 2021, at either 11:00 a.m. or 2:00 p.m. Absent any unforeseen issues at this point, I am agreeable to a meeting on that date at 11:00 a.m. I am also amenable to considering a meeting locale that you might suggest in the Weston Lakes area, provided that location offers strict confidentiality and opportunities for safe social distancing.

I look forward to our meeting and your confirmation. Additional information will be provided as we approach our meeting date.

Chad Davidson

February 26, 2021

Mayor Ramona Neal
City of Weston Lakes
via email: mayor.neal@cityofwestonlakes-tx.gov

Re: Cooperation with investigation

Mayor Neal:

As you know, the City is in receipt of a complaint of discrimination and violation of other policies against you by the City Secretary. (See attached complaint). The City, pursuant to its fiduciary duties and obligations under the law, has initiated an investigation into those allegations. In order to avoid any appearance of bias or impropriety in the investigation, the City Attorney advised Council to hire a neutral outside investigator. Chad Davidson, who has no known connections to the City and who is not affiliated with Olson & Olson LLP will be performing the investigation. The City was informed by counsel of your intent to cooperate with this investigation.

The City intends to have the allegations fully investigated and will allow you to present your side of the story to the investigator. In order to present your explanations to the investigator for consideration, the City and the investigator ask that you:

- Make reasonable arrangements of time and place for your interview by Mr. Davidson;
- Answer all questions in a complete and truthful manner that are asked of you by the City, through questioning by its outside investigator;
- Recognize that during this interview your counsel is expected to refrain from any and all interruptions other than an objection that a question seeks information privileged by law;
- Recognize that the City wants to hear directly from you and that Counsel cannot speak for you;
- Understand that breaks will be taken at reasonable intervals or on request, but the investigator has discretion to limit breaks taken for the apparent purpose of coaching; and
- Understand that the investigator's ultimate report to City Council will be subject to the attorney-client privilege but the City reserves its right to waive the privilege if necessary, to protect the City, or if otherwise required by law.

Your cooperation is necessary to ascertain the truth of the complaint and the status of the workplace environment. This information is necessary to make a determination as to the necessity for any remedial action. The City has and continues to provide you with the opportunity to explain your actions and alleviate concerns regarding a potential civil action against you and/or the City. Thank you for your cooperation.

Thank you,
City Attorney

cc: Randy Gunter
[REDACTED]

Law Office of Randall P. Gunter, PC

Randy Gunter



February 11, 2021

Chad Davidson
DBA Davidson & Associates, Inc.



Re: Investigation of Weston Lakes allegations

Dear Mr. Davidson:

I understand you have been retained by the City of Weston Lakes to conduct an investigation of allegations presented by the City Secretary. I represent Mayor Neal, and I will be your point of contact for communications to her. The Mayor is willing to cooperate with your investigation and is eager for you to understand her perspective of the matter you are investigating. You may reach me at the letterhead address, phone number or by email at  I look forward to working with you on this matter.

Very truly yours,

A handwritten signature in black ink, appearing to be "Randy Gunter".

Randy Gunter
The Law Office of Randall P. Gunter, P.C.

to occur, yet no communication (confirmation or proposed location) yet received by CD. Due to unresponsiveness by RN, CD advises that the originally proposed meeting the following day (March 11) was no longer possible due to short timeframe. CD proposed alternative dates/times and offered to a meeting location. Again, CD requested a reply from RN.

Note: March 10 CD letter to RN followed no replies from RN since original communication sent from CD on Feb 26 (almost two weeks).

Mar 10 Email CD RN Instead of replying to CD letter sent earlier on Mar 10, RN forwards the letter to R. Gunter who contacts CD via email. CD sends follow-up email to RN noting that she had yet to respond to any communications since the initiation of the investigation. CD again emphasized reiterated that no outside counsel would be recognized on behalf of any participant in the investigation; CD noted that RN's participation was voluntary as the meeting was not a legal affair, yet encouraged RN to provide her responses and perspectives to the allegations. Nonetheless, CD concluded by noting that a final report would be provided to O&O, with or without her participation in the investigation.

Mar 15 Email CD RN 10:45 AM email from CD to RN again noted no response to proposed interview date despite being less than 24 hours from meeting date/time. RN notified that a response was required **no later than 3:00 PM on Mar 15** or "it will be presumed you have no interest in participating in this investigation." Should no response be received, RN was notified that a final investigative report would be prepared and submitted. CD concluded the email with the following: **"Please understand this is my final communication on this matter."**

Mar 15 Email RN CD 2:57 PM email from RN to CD stated the following: "Neither date is agreeable with my schedule. Please accept communications from my attorney on all matters. After the next city council meeting (Mar 22) is my next availability."
3:08 PM email from CD to O&O City Attorney stated as follows: "You will receive my final report on this investigation within the next week. Mayor Neal has elected to neither cooperate nor participate."

Mar 15 Email CD CC Investigator updates City Council on status of investigation; in particular, CD notifies City Council that RN's repeated lack of responsiveness to efforts to engage her in the investigative process would result in continued and unacceptable delays in completing that process. Accordingly, a final report would be prepared and submitted to the City Attorney without Neal's participation.

Investigative Timeline: Communications with Mayor Neal

Key

RN: Mayor Ramona Neal

CD: Investigator

O&O: City Attorney

CC: City Council

Mode: Communication (Email or Letter)

Date	Mode	From	To	Key Points
Feb 26	Letter	O&O	RN	O&O lays out expectations to RN regarding cooperation and participation during the investigation, including making "reasonable arrangements of time and place for your interview..." ; clear limits placed on participation by outside counsel: "Recognize the City wants to hear from you and that (legal) Counsel cannot speak for you."
Feb 26	Email	CD	RN	CD responds directly to RN, agrees to proposed March 11 meeting date/time, requests meeting confirmation and a proposed meeting locale.
Mar 6	Letter	CD	RN	CD letter to RN notes no response yet received to Feb 26 email (8 days earlier) requesting meeting confirmation and a proposed location for RN's interview. Consistent with Feb 26 O&O letter to RN, CD emphasizes communication is expected directly from RN, that "no representative, intermediary, or spokesperson" will be recognized for <i>any</i> participant in the investigation. CD does agree to the presence of outside counsel "as an observer (during the interview), provided strict adherence to conditions stipulated in the Feb 26 letter from O&O to RN. CD again requests a reply from RN regarding meeting confirmation and locale.
Mar 10	Letter	CD	RN	CD letter to RN notes no response yet received to prior communications dated Feb 26 and Mar 10; Letter to RN sent less than 24 hours before originally proposed day/time for interview meeting was

Exhibit 3

January 2, 2021

From: Jenni McJunkin
City Secretary, City of Weston Lakes, Texas

To: City Council of the City of Weston Lakes, Texas

Re: Grievance, Notice of Illegal Actions and Request for Action

Dear City Council Members:

I want each of you to know that it has been your encouragement that has sustained me through what has been the most difficult working conditions and hostile work environment that I have ever endured both professionally and personally, all of which was done at the hands of Mayor Ramona Neal. It is my hope that action can still be taken to prevent the continuation of negative treatment and the hostile work environment that has resulted; to avoid negative repercussions to the City of Weston Lakes ("City") due to the Mayor's improper actions and outright improprieties; and to ensure that no employee of affiliate of the City is ever subjected to this type of treatment in the future.

As individual City Council members, I want you each to know that none of what I am writing is a reflection on you, your policies, your actions, or your treatment of me. Indeed, each of you has shown the utmost professionalism towards me and has treated me with both professional courtesy as well as the utmost of human dignity. For this, I am extremely grateful. This correspondence is to provide to you my grievance about some of what has transpired as a result of the Mayor's actions, and to implore your help to rectify the situation and to allow you to take whatever action you deem necessary to accomplish that.

As your City Secretary, I have had the highest respect for the office which I was hired into and sworn to uphold. I have done my best, even though since November 2019, I have been treated with disdain and numerous indignities by Mayor Ramona Neal. Additionally, Mayor Neal's actions in withholding and/or altering documents along with her failing to follow proper legalities, amongst other things, continue to expose the City to potential negative ramifications. It is the totality of her actions, inactions, failures, and improprieties (including the year-long discourteous, discriminatory, and seemingly toxically malicious treatment I have received by the Mayor) that is the reason for this correspondence.

What follows is by no means a complete listing of each impropriety or other negative event, as I don't have enough room in this letter to document each of them fully.

However, what follows is a brief summary or general synopsis of some of Mayor Neal's actions, including certain representative examples, so that you are provided general

information about these events that may allow you to address these circumstances. I am ready, willing, able and prepared to present far more, at your request.

General Illegalities

Shortly after she took over as Mayor and throughout her tenure, Mayor Neal engaged in a host of actions that I believe to be a violation of legal requirements that the City is obligated to follow. Examples (non-exhaustive) include: i) withholding official documents from me as the City Secretary, which inhibits or outright prevents me from ensuring that the documents are maintained as official City records; ii) creating false records and documents of events and activities that did not happen as indicated in the false documents she created, which were intended on her part to be official City records; iii) failing to follow Open Meetings requirements; iv) failing to properly provide required notices when City business was being conducted; and a host of other actions/events. When I would attempt to take the necessary actions to correct the situation that developed, Mayor Neal intensified the negative treatment and repercussions on me, including her concocting and fabricating claimed infractions that never occurred, or her publishing false, negative statements about me and my job performance, amongst other things.

Grievance

Effort to replace me from day 1

Not realizing that the City Secretary serves at the discretion of the City Council, Mayor Ramona Neal declared her desire to replace me with one of her friends immediately upon her election. Some of her claimed motivations I believe were violations of antidiscrimination laws, including those prohibiting age discrimination. Her efforts since taking over as Mayor continued and increased, ultimately leading towards her goal of replacing me – against the will of the City Council. Moreover, in more recent times, it is my belief that Mayor Neal's creating of an extremely hostile work environment were in furtherance of her goal to force me into resigning my position as City Secretary in order to continue her improprieties, and to cover up what has already transpired.

Efforts to intimidate me into resigning

Subsequent to the January 2020 City Council Meeting, and discovering that she could not unilaterally replace me, Mayor Neal incorporated additional tactics in furtherance of creating an extremely hostile work environment, including the Mayor's intensified efforts to berate and belittle me via text and email in an apparent effort to intimidate me into resigning. This Mayor's harassment can also be seen in numerous accusatory emails that contain concocted and wholly false accusations of improprieties that never occurred, which I have received with great regularity from Mayor Neal over many months. The toxic

work environment created by Mayor Neal's actions has had a direct impact on my emotional wellbeing as well as my physical health.

Attempts at False Disciplinary Actions

In furtherance of the hostile work environment, and as an escalation of the pain being inflicted on me, Mayor Neal in one particular event accused me of violating penal code Section 39.06 "Misuse of Official Information". As I understand this statutory provision, and as it has been explained to me, this law apparently only applies to persons that use official information in order to "obtain a benefit or harm or defraud another." Nothing could have been further from the truth. Moreover, Mayor Neal fabricated factual statements and events in a thinly veiled effort to apply this law to me.

The fact of the matter was that I had simply sent an email that I had received from Councilman Ragle to my personal email address so that I could review and use it while I was working at home due to Covid-19 restrictions. In other words, I utilized the resources available to my position as City Secretary to ensure that councilmembers were adequately apprized about City business and City matters, and for no other reason or purpose.

Not only did Mayor Neal falsely accuse me of breaking the law, she (in the process) further committed illegalities in the manner in which she pursued disciplinary action against me. The Mayor wrote a stinging, highly negative disciplinary form that contained false statements, which I refused to sign as I had done nothing wrong. During this process, she also altered the official document/form after it was presented to me. This whole ordeal caused me great stress. Mayor Neal's efforts and actions were in furtherance of her many attempts to smear and malign me and my job performance, all of which I truly believe was intentional harassment. Her actions were also in furtherance of covering up her own improprieties and were also consistent with furtherance of her age discrimination.

Continuing and Repeated Attacks

While I prefer an open dialogue in order to facilitate my work, Mayor Neal appears to prefer not to communicate with me (or to communicate by providing only partial information), but instead takes her issues to her personal attorney or involves the City attorney, without a proper basis for doing so. It has been her practice to formulate a false or concocted accusation and then surprise me with it without informing me of sufficient details or giving me a chance to address it in a more appropriate manner. She attempts to fabricate improprieties concerning me and my work performance, with an effort to find a reason to have me terminated. Her actions border on improper and illegal, and are a continuation of the hostile work environment she has created and fostered during her tenure.

Mayor Neal has claimed and stated that she has some sort of background in Human Resources and has claimed to have great skill dealing with employees and

making/creating employment policies in her past career. In light of her stated "expertise" in human resources matters, this added experience/expertise demonstrates the intentionality of her wrongful actions towards me. Due to this, I cannot help but believe that she knows what she is doing to my morale; that she intends to create and foster this hostile work environment; and that she is harassing me with the intention to cause me to resign.

Confronting me in front of her friends.

On multiple occasions, Mayor Neal has come to the City Office with at least one of her friends. As an example, three times, with Ms. Barbara Ball present, the Mayor took advantage of the moment to confront me regarding my paycheck and related false accusations. On one of the occasions, the Mayor actually refused to approve my paycheck in front of Ms. Ball.

Interestingly, as it turned out, the Mayor had already taken the matter to the City Attorney without first discussing it with me. Subsequently, I was forced to fight to simply get my paycheck approved and signed. Mayor Neal's wrongful actions have resulted in not only some delays in my receiving proper and timely payment, but has also caused the City to incur further and increasing legal costs and expenses that are entirely of her wrongdoing.

Terrible Communication

On multiple occasions, without talking things through with me, the Mayor has made it her practice to instead surprise me with dishonest, hostile, negative, demeaning and harassing emails. Due to this, I am constantly under attack, having to not only defend my actions and the manner in which City business and City affairs are required to be conducted pursuant to City policies and the law, but to also address concocted and fabricated matters that are of Mayor Neal's doing. The Mayor's actions result in a waste of City resources and City funds, and have been in furtherance of her efforts to either have me terminated or cause me to resign due to the hostile and discriminatory work environment that has resulted. All of these actions have caused, and continue to cause, me great anxiety, stress, and negative health ramifications.

Often, by the time I hear about her concern, she has already taken it to her own attorney and/or the City Attorney instead of attempting to address it in a professional manner with me directly. I stand ready, willing and able to perform all aspects of my job professionally and in a manner that is always in the best interest of the City. Unfortunately, Mayor Neal has a different agenda.

Not giving me a key

For some unknown reason, Mayor Neal has adamantly refused to provide me with a key to the building even though she has been directed by the City Council to do so. Not giving me a key to the building forces me to go throughout the building to find people that are

working late and ask them to lock the door to the building for me at closing time. Otherwise, my failure to secure the building might result in negative repercussions to the City; exposes the City's records and equipment to risk of loss; and exposes the City to liability for a host of other reasons. Additionally, the lack of a key also results in tremendous and unnecessary waste of time to address and work around this issue.

Further Examples of Mayor Neal's Toxic Work Environment

Most recently, while I was on vacation, I learned that I would need to have foot surgery in order to save my foot and to prevent further negative health repercussions to me. These health/medical issues were unanticipated and unexpected. In an effort to prepare for an upcoming council meeting as well as work on other important tasks, I rearranged my schedule and postponed my vacation. I sent the same text to the Mayor and to the City Council advising them of my surgery and my plans to work prior to it. Instead of showing concern for my health or appreciation that I would take time to get work done during my vacation, Mayor Neal, however, chose to write me a series of terse texts, chastising me and saying:

Mayor Neal:

"Don't you think you need to ask me and not tell me?"

"You cannot just change things after they are agreed upon because your circumstances change without approval. This was a phone call conversation not a text conversation. It is rude and unprofessional to handle this in this matter [sic]."

I texted back:

"Yes, my circumstances have changed. I take my job seriously and wanted to do what was best for the office. I would think you would be appreciative of this. If not, you also could have called or texted me."

The Mayor responded:

"I disagree that you take your job seriously as is evident if the fact that if you don't want to do something you refuse to do it. That usually results in termination of employees. For example: EM, our primary function as a city and refusal to obey the directive of the city attorney and allow me access to Quickbooks or refusal to do any work in QB if I have access. This is a job, not playtime. Employees follow the directions given to them not state their own terms. I would be appreciative of the respect my office deserves. I do not mind changes if I am asked but having it dedicated to me is disrespectful, unprofessional and not acceptable in any workplace. [sic]"

This is indicative of how Mayor Neal thinks of herself and her relationship towards me, and is a good example of many incidents that reflect the manner in which she deals with and treats me. Again, having claimed significant experience in Human Resources, it is beyond doubt that Mayor Neal knows exactly what she is doing and how improper it is with respect to the hostile work environment she is creating. More importantly, it is all so unnecessary, as I am ready, willing and able to ensure that all aspects of my job performance are top-notch and in the furtherance of the best interests of the City.

It should be noted that she subsequently privately claimed to certain council members that she had no knowledge of my upcoming surgery and that I had not told her of it. These types of actions are indicative of a intentional nature in which Mayor Neal makes false claims and outright false statements about City business and City matters.

Other issues:

- Countless accusations in public, to council, and via email
- Blindsiding me with repeat false accusations
- Mayor Neal will not answer phone calls, preventing a resourceful avenue for conducting City business
- Not dealing with issues that could have easily been handled in the office but bringing them to the City Attorney or bringing the matter up in a City Council meeting in an apparent effort to embarrass me, to control the narrative, to relay false factual events, and/or to give false impressions to the Council and the public.
- The Mayor creates a hostile work environment through confusion and hostility toward me, council, and others
- Efforts to take away my duties as City Secretary
- Constant disregard for City Council directives
- Failure to provide documentation for records retention in a timely manner
- Failure to follow Open Meetings and Open Records requirements
- Actions involving legal counsel that result in wasteful use of City resources

Miserable work environment.

I was hired as the City's sole employee to fill a part-time position that lacked the traditional benefits such as health insurance that a full-time position would have otherwise provided.

Working alone with minimal hours allotted for my work has always been a part of my part-time job. After all, as a small community, Weston Lakes should have little daily business to attend to. For this reason, my allotted hours have always been kept to a minimum because the expectation of the work to be done has always been minimal – even though my position carries all of the obligations of any type B general law city, regardless of its size or its staffing.

Until the day that Mayor Neal took office, I enjoyed my job immensely. It was a pleasure to carry out my duties as City Secretary for the people of Weston Lakes. Moreover, I could accomplish my job duties and responsibilities fully within the allotted hours for my position. Prior to her election, the main things that sustained me and gave me pride in my service to the City of Weston Lakes were the important friendships and professional comradery that helped me to enjoy doing my job. After Ramona Neal was elected, she expressed publicly that she wanted to replace me with her friend. She failed in her efforts and was frustrated by the fact that I work for and at the will and pleasure of the City Council and not the Mayor. So, it appears that it became her plan to create a miserable working environment, including intimidation, withholding of or delay in receiving pay, baseless and wholly false/concocted accusations, ridicule, lack of communication, and overall disrespect for the office of City Secretary and for me as another human being.

These matters have, justifiably, made my job toxically miserable, to the point of negative health ramifications the likes of which I fear will only worsen if Mayor Neal and her tactics are not addressed. I believe Mayor Neal's objective is and continues to be her attempts to force me to resign. No employee should be placed in this type of situation. I believe that this has been intentional on the part of Mayor Neal.

Specific Requests

As I am certain that how I have been treated in my position as City Secretary is not as you would have it, I am seeking your immediate intervention regarding resolving the issues related to my treatment by Mayor Ramona Neal. It is my hope that the hostile, discriminatory work environment can be corrected appropriately. Accordingly, I am specifically requesting the following:

- That the Mayor immediately cease her personal attacks on me, my character, and my employment.
- That the Mayor immediately cease accusing me of insubordination related to my performance of my official duties as City Secretary.
- That the Mayor respect the position of City Secretary as being an official Office of Weston Lakes city government.
- That the Mayor immediately stop creating a toxic and hostile work environment.
- That the Mayor immediately provide a more positive and productive work environment and that she facilitate good two-way, non-accusatory, timely, positive and open communication.
- That the City Council provide written guidance to the Mayor regarding their expectation of how city employees are to be treated with dignity and respect while providing a harassment-free, non-toxic, non-discriminatory, and emotionally safe working environment.

- That Mayor Neal be required to follow all applicable legal requirements (i.e., relating to Open Meetings, preservation of City records, etc.).
- That the City Council implement specific procedures that address the City Secretary position and reporting requirements, specifically making abundantly clear what the Mayor is allowed or not allowed to do as it relates to her actions towards the City Secretary position.
- In the event that the Mayor refuses or fails to act proactively and immediately in order to correct the issues presented in this grievance letter, that the City Council appoint a City Council member that can serve as my administrator in order to resolve the matters amicably and without delay, or to otherwise take over all oversight of my position.
- That the City Council obtain and provide to the City Secretary a key to the building.
- That the City Council take any and all further actions necessary to address and correct the Mayor's actions in creating or furthering the hostile and discriminatory work environment she has created.

Thank you for your concern and consideration of this matter. As it remains my honor to serve the City of Weston Lakes, I look forward to seeing these matters resolved as expeditiously as possible.

Respectfully,

Jenni McJunkin
City Secretary, City of Weston Lakes, TX

Exhibit 4

MEMORANDUM

To: City of Weston Lakes
From: Jay Zhang, Olson & Olson LLP
Date: September 11, 2020
Re: Memorandum Regarding Authority of Mayor and Council

I. Introduction

We provide this memorandum following authorization by the mayor and council of Weston Lakes (collectively "City") to conduct a legal review of the authorities of mayor and council¹ in a Type B municipality organized under Section 7.001 of the Local Government Code. This non-privileged memorandum seeks to outline the statutory responsibilities of mayor and council for the citizens of Weston Lake pursuant to a shared commitment of collaboration for the effective governance of the city.

II. Statutory Authority of Mayor and Council

As a general-law Type B municipality, Weston Lakes operates as an aldermanic form of government subject to Section 23 of the Local Government Code. Tex. Loc. Gov't Code § 23.001, *et seq.* The mayor is the president of the governing body, but is not given more specific duties by statute. *Id.*, at § 23.037. Under the Local Government Code, a Type B general-law municipality, unless otherwise deemed in conflict with another provision of the Local Government Code or state law, has the same authority, duties, and privileges as a Type-A general-law municipality. *Id.*, at § 51.035.

A mayor's authorities in a general-law city are enumerated by statute but may be expanded by council. Tex. Loc. Gov't Code §§ 22.037, 22.042, 22.027. As the chief executive officer, the mayor shall perform the duties and exercise the powers prescribed by the governing body, including actively ensuring that the laws and ordinances of the city are carried out. Tex. Loc. Gov't Code § 22.042(a). Other enumerated powers of the mayor include:

- (1) Inspecting the conduct of each subordinate officer;

¹ This memorandum does not challenge the notion that the position of mayor is commonly understood as being a part of the governing body of the city. Any clarification regarding the respective role of mayor and council is relevant only to the extent that individualized actions are taken in conflict with the official directives of the governing body.

- (2) Investigating any negligence, carelessness, or other violation of duty;
- (3) Providing to the governing body, upon request, any information which relates to measures improving the finances, police, health, security, cleanliness, comfort, ornament, or good government;
- (4) Administering the oath of office, and
- (5) Certain emergency powers as provided under the statute.

See id., at § 22.042.

The mayor is also authorized to call a special meeting on her "own motion or on the application of three aldermen." Tex. Loc. Gov't Code § 22.038. The mayor *pro tem* may perform the duties of the mayor if the mayor fails, is unable, or refuses to act. *Id.*, at § 23.027; *see also*, City Resolution 1-09, §6.

III. Appointment and Removal of City Personnel

Unless otherwise delegated, authority remains with the city council to appoint and/or remove municipal officers as necessary. Local Gov't Code §§ 23.051, 23.052, 23.053; *see also*, § 22.071(c). Municipal officers include, but are not limited to, the city secretary, treasurer, marshal, city attorney, city engineer, or any other officers authorized by the governing body. *Id.*, at § 22.071(a). The city council also has the statutory authority to prescribe the duties of the officers it appoints under the Local Government Code. *Id.*, at § 23.052. While municipal officers do not report directly to the mayor unless otherwise delegated, the mayor may inspect and report the conduct of each subordinate officer in the event of negligence, carelessness, or other violation of duty to city council. *Id.*, at § 22.042.

IV. Public Meetings

The governing body shall determine the rules of its proceedings and may compel the attendance of absent members. Tex. Loc. Gov't Code § 22.038(c). Meeting times are determined by resolution adopted by the governing body. § 22.038(a). Per the City's Resolution 1-09,² the City regularly meets on the fourth Tuesday of each month, beginning at 6:00 p.m. with special meetings

² A resolution does not constitute a law, but is merely an expression of the opinion or will of the governing body concerning some matter of administration coming within its official cognizance. Council retains the authority to modify or amend its resolutions.

authorized to address special actions by the mayor subject to adequate notice under the Texas Open Meeting Act.

Because the mayor carries out the duties as promulgated and directed by council, a mayor in a general law city does not have veto power as official actions of the City must be taken only by and through its governing body. Thus, acts of the mayor and/or individual council member are ineffectual without express authorization from the council. *City of Bonham v. S.W. Sanitation, Inc.*, 871 S.W.2d 765 (Tex. App. – Texarkana 1994, writ denied). Any action taken beyond those authorized (or delegated) by city council may be challenged as void. *Foster v. City of Waco*, 255 S.W. 1104, 1106 (Tex. 1923).

V. Preparation of Agenda:

The Texas Open Meetings Act does not cover the details of agenda preparation. Tex. Att’y Gen. Op. Nos. DM-473 (1998) at 3. City’s Resolution 1-09 indicates that items may be placed on the agenda by council members through a request to the mayor. *Id.*, at § 3 (Placement of items on the Agenda). While the City is free to adopt procedures relating to the placement of agenda items for council deliberation, agenda preparation procedures may not involve deliberations among a quorum of council members except in a public meeting. Tex. Att’y Gen. Op. Nos. DM-473 (1998) at 3. Therefore, “the net effect of any procedure adopted ... cannot be to preclude a member ... from placing an item on an agenda so that it may be discussed publicly.” Tex. Att’y Gen. Op. Nos. DM-228 (1993) at 3.

The mayor, much like a county judge, serves as the presiding officer during an open public meeting. See Tex. Const. Art. V, § 18(b) (county judge is the presiding officer of the county commissioners court); Tex. Loc. Gov’t Code §§ 22.037 (mayor is presiding officer in a Type-A general law city), 23.027 (mayor is president of a Type-B general law city). However, the mere status of a presiding officer is not sufficient to “prepare and limit, in his sole discretion, the items to be considered by the [governing body.]” Tex. Att’y Gen. Op. No. JM 630 (1993), at 2. Each member should be permitted to place on the agenda any item of his choosing so long as such item complies with the Texas Open Meetings Act. *Id.*; see also City Resolution 1-09, §3.

VI. Public Comments:

The Texas Local Government Code, made applicable to the City of Weston Lakes through Section 551.001, governs public comments during City meetings. Section 551.007 requires a governmental body to “allow each member of the public who desires to address the body regarding an item on an agenda for an open meeting of the body to address the body regarding the item at the

meeting before or during the body's consideration of the item." Tex. Gov't Code § 551.007. It also expressly authorizes a governmental body to "adopt reasonable rules regarding the public's right to address the body . . ., including rules that limit the total amount of time that a member of the public may address the body on a given item." *Id.*³

The Act does not entitle the public to choose the items to be placed on the agenda for discussion at the meeting. *Charlestown Homeowners Ass'n, Inc. v. LaCoke*, 507 S.W.2d 876, 883 (Tex. App. - Dallas 1974, writ ref'd n.r.e.). The Act does, however, permit a member of the public or a member of the governmental body to raise a subject that has not been included in the notice for the meeting, but any discussion of the subject must be limited to a proposal to place the subject on the agenda for a future meeting. Tex. Gov't Code § 551.042.

We hope this memorandum was helpful. If we can be of further assistance, please advise.

³ City Resolution 1-09 provides that each meeting will have 20 minutes allocated for public comments. Each individual will be allowed 3 minutes for comments, which may be extended by a majority vote of council.

Exhibit 5

Personal Protection Equipment (PPE)**Personal Protection Equipment summary from the City of Weston Lakes.**

Since the beginning of COVID-19, only one resident asked for and received PPE from Emergency Management. In 2021, one resident requested the PPE given out by Precinct 2 and it was distributed.

During the last year, when asked for possible PPE purchases, council mentioned, during and outside of meetings, that our city is affluent and that our citizens can afford their own PPE. However, the Emergency Management Coordinator at that time, placed an order for PPE for Emergency Management to have on hand, to be purchased by the CARES Act funds. These were ordered through the Texas Department of Emergency Management Star Program but were not received as its status is routing.

In October, 2020, Texas Department of Emergency Management (TDEM) sent an email to judges, mayors and EMC partners asking them to reach out to local schools to see if they were in need of PPE, as according to their intel, some schools were in desperate need. At this time, the acting Emergency Management Coordinator (EMC) was asked to facilitate this project. A retired teacher volunteer helped to call local schools (Huggins/Fulshear High/Simonton Christian) to ask about the needs and report back to the EMC. At this time the city secretary was on vacation and later took sick leave. Phone calls and emails were sent/received documenting the need for PPE for schools from schools/EMC and our volunteer. EMC tried to order PPE for the schools through the STAR Program but the order could not be processed due to difficulty in the system. He called TDEM and placed the order by phone.

While awaiting the PPE for the schools, Alan Spears of Fort Bend County Office of Emergency Management called to speak to Emergency Management. The city secretary took the call and did not route the call immediately to the Emergency Management Director/Mayor. The city secretary is not a part of Emergency Management and does not have knowledge of the specific questions which needed to be asked regarding the PPE disbursement. The city secretary emailed Mayor Neal and council about the phone call. When her emailed was reviewed, Mayor Neal called the EMC to ask about the PPE and he stated he knew nothing about any PPE being sent except for the schools. Due to TDEM's request of PPE for schools in need and no requests by residents for PPE, no preparations for PPE to residents was made.

On January 5, 2021, FBCOEM delivered four pallets of PPE to Mayor Neal's home, after a failed attempt in December due to the rain. It could be housed in the garage and kept safe from bad weather until arrangements could be made for pick-up and/or delivery. The city does not own any property and it could not be stored at the second-floor office of city hall. At this time, FBCOEM and Mayor Neal discussed the PPE going to the schools. The very same day, LCISD maintenance picked up all but 150 PPE kits, which were reserved for Simonton Christian Academy.

Mayor Neal called FBCOEM to ask about the PPE which had been delivered. At this time, it was discovered that the PPE which was delivered, was actually from Precinct 2 to be distributed to the residents in Precinct 3. It was surplus from Precinct 2 and free to the city, thus it was not a city asset, we were only a point of distribution. Although there has been some confusion regarding the PPE received from Precinct 2, the schools are in desperate need of PPE and the city was asked to facilitate getting PPE to the schools by TDEM through STAR system requests. The schools greatly benefitted from the donation and we are grateful we were able to help.

Currently, 149 PPE kits are available to the residents. If you are in need of PPE, please call (346) 257-7797 or email mediacoord@cityofwestonlakes-tx.gov (mailto:mediacoord@cityofwestonlakes-tx.gov) and provide your name, address, phone number and email address so we can plan for distribution.

At the February Regular City Council Meeting, council approved the hiring of the Emergency Management Administrative Assistant, Rachel Durham. Her email address is EMAdmin@cityofwestonlakes-tx.gov

Exhibit 6

----- Forwarded message -----

From: Jenni McJunkin <citysec@cityofwestonlakes-tx.gov>

Date: On Thu, Feb 25, 2021 at 2:54 PM

Subject: Fwd: Lease 2020 for City Hall

To: [REDACTED] <[REDACTED]>

Cc:

Linda,

Here is the first lease for the City Hall Office in Fulshear. The date I scanned the lease into the computer, the day I received it from the Mayor was July 30, 2020

Jenni McJunkin

City Secretary – City of Weston Lakes

(281) 533-0907

citysec@cityofwestonlakes-tx.gov

ATTENTION PUBLIC OFFICIALS: A "Reply to All" of this e-mail could lead to violation of the Texas Open Meetings Act. A "Forward" of this e-mail to another public official could also lead to violations of the Texas Open Meetings Act if a quorum is eventually involved. Please reply only to the sender.

This message, as well as any files or documents attached to it, contains information, which may be privileged, confidential and exempt from disclosure under applicable law. It is intended only for the use of the person or entity to which it is addressed. Unless you are the addressee (or authorized to receive for the addressee), you are hereby notified that the copying, distribution or other use of this message is strictly prohibited. You may not use, copy or disclose to anyone the message or any information contained in the message. If you have received this message in error, please advise the sender immediately by reply e-mail, telephone, or fax and destroy all forms of this message.



Office Lease Agreement Part 1.PDF
13.4MB



Office Lease Agreement Part 2.PDF
8.3MB

OFFICE LEASE AGREEMENT

By this Office Lease Agreement (the "Lease") Landlord hereby agrees to lease to Tenant and Tenant agrees to lease from Landlord, upon the terms and conditions herein contained, the premises described below, and Landlord and Tenant, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, agree as follows:

ARTICLE 1. PARTIES The parties to this agreement are:

1.1 Pride of Austin High Yield Fund I, LLC designated as "Landlord" herein.

1.2 City of Weston Lakes designated as "Tenant" herein.

ARTICLE 2. LEASED PREMISES

Suite 200 comprising approximately 653 square feet of net rentable space, on the Second floor of the property located at 8045 FM 359, Pulshear, Texas 77441 and more particularly described in Exhibit B attached hereto and hereinafter called the "Leased Premises". A floor plan of the Leased Premises is attached hereto as Exhibit A.

ARTICLE 3. TERM

3.1 The primary Term of this Lease shall be twelve months commencing on January 1, 2020, (the "Commencement Date") and terminating on December 31, 2020 (the "Termination Date"), unless terminated earlier by a provision of this Lease. Tenant agrees to give written notice to Landlord of intent to vacate the Leased Premises at least thirty (30) days prior to the Termination Date. Failure by Tenant to give such notice shall, at Landlord's sole option, extend the term of the Lease to thirty (30) days after such written notice is given by Tenant to Landlord.

3.2 Notwithstanding the term dates, if Landlord cannot deliver possession of the Leased Premises to Tenant on the above date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting there from. The primary Term of this Lease shall be shortened by the length of such delay so that Termination Date remains December 31, 2020, and there shall be an abatement of rent covering the period between the beginning of the Term and the date that Landlord does actually deliver possession. In any event upon occupancy Tenant shall execute and deliver to Landlord, the Acknowledgment of Lease Commencement attached as Exhibit G acknowledging possession of the Leased Premises. If Tenant fails to deliver such Acknowledgment within fifteen (15) days of occupancy, this Lease shall at the sole option of Landlord, be effective on the commencement date in 3.1 hereof. If Tenant shall occupy the Leased Premises prior to the commencement of the Term specified above, Rent shall be paid at the rate for the term.

ARTICLE 4. RENT

4.1 Tenant agrees to pay to Landlord without deduction or offset the following sums monthly, from the Commencement Date and continuing throughout the original lease term, in advance on the first day of each and every calendar month. These amounts will be known as the "Base Rent" and are as follows:

Month	Payment Period	Amount PSF/Year	Monthly Payment	Aggregate Amount
1-12	1/01/20- 12/31/20	\$16.00/sf/yr	\$870.66	\$10,447.92

An amount equal to \$870.66 shall be paid to Landlord the date this Lease is executed by Tenant and shall represent first month payment of the Base Rent amounts due hereunder to the extent of such payment. Rent for any fractional month at the beginning or end of the lease term shall be prorated on a per diem basis (30-day month).

RN

Initial here
RB

Landlord shall have the right to relocate Tenant if Landlord secures a Tenant for the lease space for a lease term that is more than a month to month lease agreement. Upon at least thirty (30) days notice to Tenant, Landlord shall have the right to relocate Tenant within the building in lease space which is reasonably suited for Tenant's use. Such relocation shall be made at Landlord's sole expense limited to reasonable moving, improvement, and administrative expense. Rent per square foot shall not be increased if the relocation space is larger. Relocation date shall be contained in the relocation notice referred to above. Landlord shall not be liable to Tenant in connection with such relocation other than for those expenses referred to above.

ARTICLE 46. RELEASE AND INDEMNITY

~~Tenant shall be liable to Landlord for and shall indemnify and hold harmless Landlord and Landlord's partners, venturers, agents, directors, officers, employees, invitees and contractors from all claims, losses, costs, damages or expenses (including but not limited to attorney's fees) resulting or arising or alleged to result or arise from any and all injuries to or death of any person or damage to or loss of any property caused by any act, omission or neglect of Tenant or Tenant's partners, venturers, directors, officers, employees, agents, invitees or guests or any parties contracting with Tenant relating to the Premises, the Land, the Building, the Garage or the Complex generally or by any breach, violation or non-performance of any covenant of Tenant under this Lease. If any action or proceeding should be brought by or against Landlord in connection with any such liability or claim, Tenant, on notice from Landlord, shall defend such action or proceeding, at Tenant's expense, by or through attorney reasonably satisfactory to Landlord.~~

The provisions of this Article 46, shall apply to all activities of Tenant, its partners, venturers, directors, officers, employees, agents, invitees, guests, personnel and contractors with respect to the Premises, Land, Garage, Building, or the Complex generally, whether occurring before or after the expiration or termination of this Lease. Tenant's obligations under this Article 46 shall not be limited to the limits or coverage of insurance maintained or required to be maintained by Tenant under this Lease. Landlord, its agents and employees, shall not be liable for any damage of any kind or for any damage to property, death or injury to persons from any cause whatsoever by reason of the use and occupancy of the Premises by Tenant. Landlord shall not be liable to Tenant and Tenant hereby waives all claims against Landlord or Landlord's partners, venturers, directors, officers, employees, contractors or agents for any damages, consequential damages, loss of profits or business opportunity, business interruption, and for any damage to property, death or injury to persons from any cause whatsoever including, but not limited to, acts of other tenants, vandalism, loss of trade secrets or other confidential information, any damage, loss or injury caused by a defect in the Premises, the Building, or the Garage, pipes, air conditioning, heating, plumbing, or by water leakage of any kind from the roof, walls, windows, basement or other portion of the Premises or the Building, or caused by electricity, gas, oil, fire, interruption of Landlord's services or any cause whatsoever in, on, or about the Premises, Building, Land, Garage, or the Complex generally, or any part thereof. Tenant hereby releases and discharges Landlord from any and all prior acts for which Tenant may allege a cause of action pertaining to this Lease or any related matter.

Landlord's duties and warranties are limited to those expressly stated in the Lease and shall not include any implied duties or implied warranties, now or in the future. No representations or warranties have been made by Landlord other than those contained in this Lease.

ARTICLE 47. EXECUTION

The parties having agreed as above, this Lease is dated for reference on 11/14/2020

TENANT: City of Weston Lakes
Signature: *Ramona Neal*
Name: Ramona Neal
Title: Mayor of City of Weston Lakes

Initial here
RN RB

Date 1/14/2020

LANDLORD: Pride of Austin High Yield Fund I, LLC

Signature *[Handwritten Signature]*

Name Robert Buchanan

Title Manager

Date 1-14-2020

oa
RW

Initial here
RB

Windows 10 taskbar and Start menu area. Includes icons for File Explorer, Edge, and various applications. The Start menu is open, showing a list of applications and folders.

File Explorer window showing a list of files in the 'Documents' folder. The address bar shows 'This PC > Documents > Leases > 2020'.

Name	Status	Date modified	Type	Size
A Memorandum of Agreement Between L...		2/12/2020 3:28 PM	Microsoft Word D...	48 KB
ABCandCWEmergencyServicesAgreement...		9/6/2011 4:21 PM	Microsoft Word D...	40 KB
ABCandCWEmergencyServicesAgreement...		2/20/2020 9:18 AM	Adobe Acrobat D...	202 KB
ems brochure to lease space 100003.PDF		9/18/2019 4:06 PM	Portable Document D...	1,198 KB
Floor Plan Suite number.pdf		1/9/2020 2:43 PM	Apple Assistant D...	89 KB
Office Lease Agreement Part 1.PDF		7/20/2020 12:11 PM	Adobe Acrobat D...	1,062 KB
Office Lease Agreement Part 2.PDF		2/18/2020 11:34 PM	Adobe Acrobat D...	6,688 KB
Second Floor Hour Plan 2020.pdf		1/9/2020 1:15 PM	Apple Assistant D...	607 KB
Signed Memorandum of Agreement bet...		3/9/2020 12:11 PM	Microsoft Word D...	613 KB
TML Fund Contact Change PDF		8/26/2018 10:31 AM	Adobe Acrobat D...	91 KB

Windows 10 taskbar and system tray area. Includes icons for File Explorer, Edge, and various applications. The system tray shows the date and time as 8:57 AM on 2/26/2021.

Exhibit 7

From: Mayor Ramona Neal <mayor.neal@cityofwestonlakes-tx.gov>

Sent: Monday, September 28, 2020 4:03 AM

To: Jenni McJunkin <citysec@cityofwestonlakes-tx.gov>

Jenni,

There was no need for you to stay later than 5:30 but if you want to stay later, as has been explained by Trent and myself, all you need to do is leave from the side door. Also, you may call Barrett or myself to come help you in these instances.

*Mayor Ramona Neal
City of Weston Lakes*

mayor.neal@cityofwestonlakes-tx.gov

www.cityofwestonlakes-tx.gov

All emails are private and confidential. If received in error please notify the sender and destroy. Replys may lead to a violation of the Open Meetings Act.

Jenni McJunkin

From: Jenni McJunkin
Sent: Monday, September 28, 2020 2:57 PM
To: Mayor Ramona Neal; 'Council'
Subject: RE: I am here at work on Tuesday at 3:25

Mayor,

That is not how it works. When everyone else leaves and sees a car in the parking lot they do not lock the lobby door. The last person out locks the door. This is why I need a key. It is ok with Trent Vacek if I also have a key. I did call and text you to come and lock the lobby door, and you did not answer or come up to the building. Why do I have to call someone when I should have a key. Why don't you give me a key? This is not right.

Jenni McJunkin
City Secretary - City of Weston Lakes
(281) 533-0907
citysec@cityofwestonlakes-tx.gov

Exhibit 8

Jenni McJunkin

From: Denis DeLuca [REDACTED]
Sent: Thursday, February 18, 2021 12:41 PM
To: Mayor Ramona Neal; Linda Harnist; Jenni McJunkin; Bill Ragel; Ted Case; Trent Thomas; cvillarreal@olsonlp.com
Subject: Agenda for our February City Council meeting

Mayor,

It is the Thursday before the next City Council meeting and neither I nor other members of the City Council have not received a copy of the agenda for review. Even though you said at the last Council meeting you never agreed to provide an advanced copy to Council for review, you did so in a previous Council meeting that was recorded. Having not been given the opportunity to review the agenda as promised, I would like to make sure the following items are included on the agenda for the Council meeting next week:

1. Distribution of the First Net phones to include one to the Mayor Pro Tem and one to the City Secretary as discussed before we agreed to purchase them. I brought this up to you in a recent City Council meeting and you still have not distributed the phones as requested.
 2. Provide a key to the office building to the City Secretary so she can get in the building rather than wait around for someone who may or may not be there to let her in.
 3. Identify and contract with a facility to hold our City Council meetings in person. We've (you) attempted to have amote meetings on numerous occasions and every single one of them has been nothing short of a disaster utilizing the Office 365 product that we paid nearly \$10,000.00 for. The City lawyer offered to have his staff set up the next meeting on Zoom and I hope that is what we are doing next week.
- The problem is compounded by the fact that you refuse to sit in the same room with the rest of the City Council of which you are a member. The level of disrespect you show for the City Council is appalling. The meetings and the community suffer from this behavior.
4. I would like to know the status of resolution # 109. ¹⁻⁰⁹
₂₋₀₉
 5. I would like to know the status of resolution #209. It was ready for a vote in October, but hasn't been placed on the agenda for such a vote.
 6. Councilman Ragel and I spent a considerable amount of time on the job description for the city secretary and we presented it to you and the Council. Why hasn't it been brought up for a vote after several months?

Respectfully,

Alderman,
Denis DeLuca

Exhibit 9

Jenni McJunkin

From: Mayor Ramona Neal
Sent: Tuesday, December 29, 2020 2:25 PM
to: Jenni McJunkin
Subject: RE: GCCC: CenterPoint Investors Call

Jenni,

Thank you for the commentary, however, as a city employee it is not your place to comment on or instruct elected officials on how to do the job they are elected to do. In the future, please refrain from reading emails and providing your thoughts on what should be done.

Mayor Ramona Neal
City of Weston Lakes

mayor.neal@cityofwestonlakes-tx.gov
www.cityofwestonlakes-tx.gov



From: Jenni McJunkin <citysec@cityofwestonlakes-tx.gov>
Sent: Monday, December 21, 2020 10:53 AM
To: Mayor Ramona Neal <mayor.neal@cityofwestonlakes-tx.gov>; Council <council@cityofwestonlakes-tx.gov>
Subject: FW: GCCC: CenterPoint Investors Call

Mayor and Council,

Since we rent and don't control the electric bill I don't think this applies to us. (See GCCC email below)

When we rented from the City of Simonton it was their responsibility to address this issue. In the past I have asked that the air conditioner be put at a "neutral" temperature when the last person leaves. I personally do this, along with making sure the copier and my computer is turned off. That really is all The City can do.

Jenni McJunkin
City Secretary – City of Weston Lakes

Jenni McJunkin

Wed 12/30/2020 11:32 AM

To: Mayor Ramona Neal; Council

U U U U U

Mayor,

I am not just an employee but the City Secretary which is an office of the City Government. It is appropriate for me to read, comment and respond to emails. Just because I make a statement does not mean I am instructing you or Council.

(Council, see email below)

Jenni McJunkin

City Secretary - City of Weston Lakes

(281) 533-0907

citysec@cityofwestonlakes-tx.gov

Exhibit 10

From: Ramona Neal <mayor.neal@cityofwestonlakes-tx.gov>
Sent: Tuesday, February 18, 2020 6:36 PM
To: 'Jenni McJunkin' <[REDACTED]>
Subject: RE: 800 check for fkacc

Mrs. Jenni McJunkin,

We will sit down tomorrow and discuss the agenda as well as review your job duties.

You told me on Thursday of last week that Monday was a holiday. I would have worked in the office if I had known it was not. Why did you tell me it was a holiday- you said it to me and on the phone to Alexaur that you would not be back until Wednesday of this week.

Further, why did you change your password to your computer after you gave it to me and to Alexaur. I tried to look up a document stored only on your computer, I assume, as I was not able to get in to find it instead of having to retype the entire document. Your computer is a piece of equipment owned by the city and used for city business. I

will have access to it at all times from here on out. It is not your personal computer as it holds city documents. If there is anything personal on it, it is open to my purview if it is on city equipment. Mitchell called me on Monday asking for your password for his records. I need your log in password and email passwords, sbcglobal and Gmail accounts on the city computer. Do not change them again without my approval or knowledge.

These are examples of Insubordination and they will not be tolerated. I am your boss, Chief Administrative Officer, Chief Executive Officer of Weston Lakes, acting Judge for the city and Emergency Management Director for the City of Weston Lakes. You will treat me with the respect this office deserves.

You will follow all of my directives as I am mayor and you are a municipal officer bound by the law to do so. Everything that goes on in the city office must be approved by me per the law. I showed you the law on this matter dealing with finances last week. It is your responsibility to see that the law is followed completely. I am the highest officer in Weston Lakes and I must be informed before action is taken in anything to do with city business as it all falls under my responsibility. You will ensure this is done, regardless of who directs you to do something.

Further, we will discuss why you have put your name on mail that should be addressed to me....imagine my surprise when I saw the honorable Jenni McJunkin on mail from John Oldham's office. There is no doubt that should go to the mayor not the city secretary-only judges and mayors are titled honorable, not city secretaries.

Another example of you attempting to usurp my authority (by not allowing me to open mail for me) and fraud to say you hold an office that you do not. When mail says honorable, it is for the mayor or the judge both offices of which, in the city of Weston Lakes, are filled by me. It will not be tolerated.

We will discuss this email further, print it out so we can review it.

Mayor Ramona L. Neal, City of Weston Lakes

Response to your email of 02-18-20 (I'm on my lunch break)

1 message

Jenni McJunkin <[REDACTED]>

Mon, Feb 24, 2020 at 12:15 PM

To: Ramona Neal <mayor.neal@cityofwestonlakes-tx.gov>

Cc: David Olson <DOlson@olsonllp.com>, Bill Ragle <[REDACTED]>, Denis DeLuca <[REDACTED]>, Linda Hamist <[REDACTED]>, Ted Case <[REDACTED]>, Trent Thomas <[REDACTED]>

Mayor Ramona Neal

City of Weston Lakes, Texas

Re: Response to your email of 02-18-2020

Mayor,

This email is written in response to your February 18, 2020 email, in which you make a number of incorrect presumptions and accuse me of various things, including insubordination. With respect, your comments on each point could not be further from the truth and are incredibly hurtful.

First, you accuse me of telling you that Monday (President's Day) was a holiday. We never discussed it and I did not tell you that Monday, February 17, 2020, was a holiday for the city of Weston Lakes.

In my defense, I previously provided you with a written list of the holidays that the City of Weston Lakes recognizes. Beyond that, our holiday schedule is available on the official city website. As that list indicates, Presidents Day is not a recognized "day off" for me. Consequently, I worked that day, just like I would any other Monday.

As well, per your prior directive, I emailed you and the council upon my arrival at work. Further, throughout the day, I gave you every indication that I was working at the office as I replied to your emails.

Ultimately, your presence at the office is not up to me, nor is it limited by federal or local holidays - it is your prerogative.

Regarding the city computer, you have accused me of changing the password without reason. The tone of your email indicates that you felt that I did this to hinder you in some way. I did change the password. The reason is that I came in one morning and my computer was on and I didn't know who had tried to get into it or why. For security reasons I changed the password. That is due diligence, not insubordination.

As City Secretary, it is my obligation to ensure that all city records are maintained as securely as possible. The reason for this should be patently obvious. Electronic documents are easy to delete, edit, or recreate. Discovering and tracking such changes is difficult if not impossible after the fact. For this reason, it is prudent that I continue to protect them.

That being said, as stated previously, I was at the office all day on Monday and you never came to the office seeking documents. Had you done so, I would have certainly provided you with the information you needed. I agree that you re-

typing a document is not reasonable - especially since, for records retention purposes, I would need to record the new document on the city computer anyway.

Regarding who has access to the public records and the city computer, I suggest that the city council adopt a policy governing that.

You questioned whether there is anything personal on the city computer. There is not.

You mention "Mitchell". I assume Mitchell is with Alexaur, our IT Company?

Why did he call you at home, asking for the password, "for his records"? This doesn't sound right. Why wouldn't he call the office first? If he had, I would have answered him. To repeat, I still don't understand why he called you, at your home, and without being prompted by you to do so.

You said in your email my actions were examples of insubordination. I strongly disagree. If anything, they are examples of me working to maintain a stable and secure office operating environment while ensuring security of city-owned equipment and information.

Regarding your statement, "I am the highest officer in Weston Lakes and I must be informed before action is taken in anything to do with city business as it all falls under my responsibility. You will ensure this is done, regardless of who directs you to do something.":

With respect, I really don't know how to answer this other than to state the following.

I have obligations placed on my office by the State of Texas. Beyond that, I have a job description and I operate according to it. The State of Texas along with the Weston Lakes City Council have entrusted me with the obligation and authority to comply with all laws, ordinances, and historic or adopted policies in order to accomplish my duties. Your oversight is intended to ensure that the city continues to be in compliance and that the public continues to have access to official documents. For this reason, where I am obligated to perform a duty or when any member of council or the public requests information, I will continue to unhesitatingly provide them with what they ask for. That is my job. David Olson, our city attorney said that he works for council; that you work for council; and that I work for council.

According to my job description, one of my job duties is to collect the mail from the post office.

Apparently, on the day in question, instead of allowing me to do my job, you gathered the mail yourself. Subsequently, without me having seen the mail, you then took issue with the way in which John Oldham addressed an envelope mailed to my attention.

To be clear, when you spoke to me about this, I had not seen the letter that upset you and I had no idea what you were talking about. Then, when you asked me why I had not corrected the title that he put on the letter, I was equally mystified - having not seen the letter. The "letter", by the way, was not a letter at all. It was an invoice for services provided by Fort Bend County Elections and needed to be processed by me for payment.

You then said that all correspondence from Fort Bend County Elections should be directed to you. I disagree. According to the State of Texas, I am the Chief Elections Official for the City of Weston Lakes. Consequently, the elections office is obligated to send their correspondence to me.

Regarding the way in which Mr. Oldham addressed his envelope, I never asked him to refer to me as honorable Jenni McJunkin nor did I ever put my name on mail delivered from him. Such an accusation is without merit.

Regarding mail received into the office, it is in my job description to open and document as needed all correspondence. Regarding your prior directive to allow you to open your own mail, once you made it clear that you wanted to do so, I agreed and have since placed such mail on your desk. However, per my job description, I am to open all other mail received by the city.

Regarding your use of the term fraud in your email to me, I take great issue with you questioning my ethics in this way. I have never claimed an office or title that I don't hold. With respect, you should be more careful with the words you choose prior to committing them.

I am pleased to be of service to you, the City Council, and to the citizens of the City of Weston Lakes.

Respectfully,

Jenni McJunkin

Exhibit 11

Time Sheet: Jenni McClunkin
October 1-15,

Pay Period	2018				
	In	Out	Hours	Notes	Totals
Monday 1	9:00 AM	5:00 PM	8		
Wednesday 3	12:00 AM	12:00 AM	8	OUT SICK [REDACTED]	
Thursday 4	9:00 AM	5:00 PM	8	OUT SICK [REDACTED]	
Monday 8	9:00 AM	5:00 PM	8		
Wednesday 10	9:00 AM	5:00 PM	8		
Thursday 11	9:00 AM	5:00 PM	8		
Monday 15	9:00 AM	5:00 PM	8		
Total			56		\$ 1,008.00 ←
Gross Pay					\$ 1,008.00
Mileage	5 trips	10 Miles	50		\$ 28.75

$$\$1,008.00 \div 56 =$$

\$18.⁰⁰ / hr an hour.

Time Sheet: Jenni Morrison

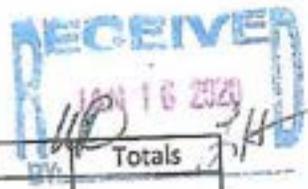
September 16-30, 2018

Pay Period	In	Out	Hours	Notes	Totals
Monday 17	12:00 PM	3:00 PM	3	Was not feeling well.	
Wednesday 19	10:40 AM	5:00 PM	6.3		
Friday 21	9:00 AM	1:00 PM	4		
Monday 24	10:40 AM	5:00 PM	6.3		
Wednesday 26	10:40 AM	5:00 PM	6.3		
Friday 28				Fair Day	
Total			25.9		\$ 414.40 ←
Tuesday 27	5:00pm	6:30 PM	1.5		\$ 36.00
Gross Pay					\$ 450.40
Mileage @ .575	5 trips	10 Miles	50		\$ 28.75
					\$ -

$$\$ 414.40 \div 25.9^{(hrs)} =$$

\$ 16.00 an hour.

Exhibit 12



Time Sheet: Jenni McJunkin
January 1-15, 2020

Pay Period	In	Out	Hours	Notes	Totals
Wednesday 1			8	Closed / New Year	
Thursday 2	9:00 AM	5:00 PM	8		
Monday 6	9:00 AM	5:30 PM	8.5		
Wednesday 8	9:00 AM	5:00 PM	8		
Thursday 9	9:00 AM	5:00 PM	8		
Friday 10	12:30 PM	2:30 PM	2	Came in work on the lease and moving	
Monday 13	9:00 AM	5:00 PM	8		
Tuesday 14	11:30 AM	4:30 PM	5	Came in to pack office.	
Wednesday 15	8:30 AM	5:30 PM	9	Moving Day.	
Total			64.5		\$ 1,161.00

2649

City of Weston Lakes

Employee: Jenni E McJunkin [Redacted] SSN: [Redacted]
Pay Period: 01/01/2020 - 01/15/2020 Pay Date: 01/16/2020

Earnings and Hours	Hours	Rate	Current	YTD Amount
Regular Time General	64.50	18.00	1,161.00	1,161.00
Taxes			Current	YTD Amount
Medicare Employee Add Tax			0.00	-67.00
Federal Withholding			-71.98	-71.98
Social Security Employee			-16.83	-16.83
Medicare Employee			-155.91	-155.91
Adjustments to Net Pay			Current	YTD Amount
Mileage			40.60	40.60
Net Pay			1,045.79	1,045.79

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City of Weston Lakes, PO Box 1062, Weston Lakes, TX 77441



	In	Out	Hours	Notes	Totals
Time Sheet: Jenni McClunkin					
Pay Period January 16-31-2020					
	In	Out	Hours	Notes	Totals
Thursday 16	9:00 AM	5:00 PM	8		
Monday 20			8	CLOSED - Martin Luther King Day	
Tuesday 21	12:45 PM	4:00 PM	3.25	Quadruplex LH	
Wednesday 22	9:00 AM	5:00 PM	8		
Thursday 23	9:30 AM	5:20 PM	7*8 pm	The Mayor came in late and I didn't have a key.	
Friday 24	1:00 PM	1:15 PM	0.25		
Monday 27	9:00 AM	5:00 PM	8		
Wednesday 29	10:00 AM	5:00 PM	7	The Mayor wanted to come in at 10:00 and I didn't have a key. LH	
Thursday 30	7:30 AM	5:00 PM	9.5	Attended to Olson & Olson seminar LH	
Total			52		\$ 936.00
Tuesday 28	5:30 PM	8:20 PM	2.888	Council Mtg LH	\$ 69.31
Gross Pay					\$ 1,005.31
Mileage					\$ -
					\$ -

Weston Lakes

2660

Employee	Jenni E McClunkin		SSN	[REDACTED]	Pay Period: 01/16/2020 - 01/31/2020	Pay Date: 02/03/2020
Earnings and Hours						
	Hours	Rate	Current	YTD Amount		
Regular Time General	59:48	18.00	1,076.40	2,237.40		
After Hours	2:34	27.00	69.30	69.30		
	82:22		1,145.70	2,306.70		
Taxes						
			Current	YTD Amount		
Medicare Employee Addl Tax			0.00			
Federal Withholding			-66.00	-132.00		
Social Security Employee			-71.04	-143.02		
Medicare Employee			-16.82	-33.45		
			-152.86	-306.47		
Adjustments to Net Pay						
			Current	YTD Amount		
Mileage			0.00	40.60		
Net Pay			993.04	2,038.83		

Time Sheet: Jenni McJunkin
February 1-15, 2020



Pay Period

	In	Out	Hours	Notes	Totals
Monday 3	9:00 AM	5:00 PM	8		
Tuesday 4	6:30 AM	3:30 PM	9	Election Law Seminar	
Wednesday 5	9:00 AM	4:40 PM	7.5	DR. APP.	
Thursday 6	9:00 AM	4:00 PM	7	Left early per Mayor's request but went to Post Office.	
Monday 10	9:00 AM	5:00 PM	8		
Wednesday 12	9:00 AM	5:00 PM	8		
Thursday 13	9:00 AM	5:00 PM	8		
Total			55.5		\$ 999.00

City of Weston Lakes

2665

Employee Jenni E McJunkin, [REDACTED]	SSN [REDACTED]
Earnings and Hours	Hours Rate Current YTD Amount
Regular Time General	55.30 19.00 999.00 3,238.40
After Hours	0.00 0.00 89.30
	55.30 999.00 3,305.70
Taxes	Current YTD Amount
Medicare Employee Add Tax	0.00
Federal Withholding	-50.00 -182.00
Social Security Employee	-31.93 -204.95
Medicare Employee	-14.48 -47.93
	-126.41 -434.88
Adjustments to Net Pay	Current YTD Amount
Mileage	42.62 83.52
Net Pay	915.81 2,954.34

Pay Period: 01/31/2020 - 01/31/2020

Pay Date: 02/17/2020

Lanona O'Neal, Mayor

	In	Out	Hours	Notes	Totals
Time Sheet: Jenni McClunkin					
Pay Period February 16-29 - 2020					
	In	Out	Hours	Notes	Totals
Monday 17	9:00 AM	5:00 PM	8		
Wednesday 19	9:00 AM	5:00 PM	8		
Thursday 20	9:00 AM	5:00 PM	8		
Saturday 22	11:00 AM	1:20 PM	2.3		
Monday 24	9:00 AM	5:00 PM	8		
Wednesday 26	9:00 AM	5:00 PM	8		
Thursday 27	9:00 AM	2:30 PM	5.5	Mayor Neal had me leave because of a private Emergency Management meeting. See email dated 2/27/2020	
Total			47.8		\$ 860.40
Tuesday 25	5:30 PM	7:45 PM	2.25	City Council Meeting	\$ 60.75
Gross Pay					\$ 921.15
Mileage				Went to Post Office several times and bank once	\$ -
					\$ -

RECEIVED
MAR 03 2020
LLH

City of Weston Lakes

2669

Employee Jenni E McClunkin			SSN		
Earnings and Hours	Hours	Rate	Current	YTD Amount	
Regular Time General	47:48	18.00	860.40	4,068.20	
Asst Hours	2:15	27.00	60.75	190.80	
	50:03		921.15	5,157.00	
Taxes			Current	YTD Amount	
Medicare Employee Addl Tax			0.00		
Federal Withholding			-43.00	-288.00	
Social Security Employee			-57.11	-319.73	
Medicare Employee			-13.36	-74.78	
			-113.47	-682.51	
Adjustments to Net Pay			Current	YTD Amount	
Mileage			0.00	83.52	
Net Pay			807.68	4,578.01	

Pay Period: 03/02/2020 - 03/16/2020

Pay Date: 03/29/2020

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MAR 25 2020
LLH

Time Sheet: Jenni McLunkin
March 1-15, 2020



Pay Period	In	Out	Hours	Notes	Totals
Monday 2	9:00 AM	5:00 PM	8	Out Sick	
Wednesday 4	9:00 AM	5:00 PM	8		
Thursday 5	9:00 AM	5:00 PM	8		
Monday 9	8:50 AM	5:00 PM	8.2	Picked up mail first because Alan Snadersen was coming to the office.	
Wednesday 11	8:48 AM	5:00 PM	8.2	Picked up mail first because Alan Snadersen was coming in but he didn't arrive due to sickness. Jenni left early due to [REDACTED]	
Thursday 12	9:00 AM	5:00 PM	8	Bereavement leave	
Total			48.4		\$ 871.20
Gross Pay					\$ 871.20
Mileage					\$ -

RLH

City of Weston Lakes

2680

Employee	Jenni E McLunkin, [REDACTED]	SSN	[REDACTED]	Pay Period: 03/17/2020 - 03/31/2020	Pay Date: 03/11/2020
Earnings and Hours	Hours	Rate	Current	YTD Amount	
Regular Time General	48.24	18.00	871.20	4,938.00	
After Hours			0.00	130.05	
	48.24		871.20	5,068.05	
Taxes			Current	YTD Amount	
Medicare Employee Addl Tax			0.00		
Federal Withholding			-38.00	-293.00	
Social Security Employee			-54.02	-318.08	
Medicare Employee			-12.83	-79.92	
			-104.85	-691.00	
Adjustments to Net Pay			Current	YTD Amount	
Mileage			0.00	83.52	
Net Pay			766.35	4,528.57	

	In	Out	Hours	Notes	Totals
Time Sheet: Jenni McJunkin					
Pay Period		March 16-31-2020			
	In	Out	Hours	Notes	Totals
Monday 16	9:00 AM	5:00 PM	8		
Wednesday 18	9:00 AM	5:00 PM	8		
Thursday 19	9:00 AM	5:00 PM	8		
Monday 23	9:00 AM	5:00 PM	8		
Tuesday 24	1:00 AM	5:00 PM	4		
Wednesday 25	11:00 AM	4:00 PM	5		
Thursday 26	11:00 AM	4:00 PM	5		
Friday 27	1:00 PM	3:00 PM	2		
Monday 30	9:40 AM	3:00 PM	5.3		
Total			53.3		\$ 959.40
Tuesday 24			0	Cancelled due to COVID-19	\$ -
Gross Pay					\$ 959.40
Mileage					\$ -
					\$ -

RECEIVED
MAR 23 2020
RECEIVED
MAR 23 2020

[Handwritten Signature]

City of Weston Lakes

2683

City of Weston Lakes

2684

Employee
Jenni B. McJunkin, [Redacted]

SSN [Redacted]
Pay Period: 03/01/2020 - 03/31/2020

Pay Date: 03/30/2020

Earnings and Hours	Hours	Rate	Current	YTD Amount
Regular Time General	53:18	18.00	959.40	5,927.40
After Hours			0.00	130.00
	53:18		959.40	6,057.40

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	-45.00	-309.00
Social Security Employee	-59.43	-375.00
Medicare Employee	-13.81	-87.83
	-119.39	-772.39

Adjustments to Net Pay	Current	YTD Amount
Mileage	0.00	83.52
Net Pay	840.01	5,368.58

RECEIVED
MAR 30 2020

[Handwritten Signature]

Time Sheet: Jenni McJunkin

April 1-15, 2020

Pay Period



	In	Out	Hours	Notes	Totals
Wednesday 1	11:30 AM	1:30 PM	2		
Thursday 2	11:30 AM	5:00 PM	5.5		
Friday 3	2:45 PM	6:00 AM	3.25		
Monday 6	9:02 AM	4:00 PM	7	Worked from Office	
Wednesday 8	10:30 AM	4:01 PM	4.5		
Thursday 9	11:00 AM	4:04 PM	4		
Friday 10	12:30 AM	6:00 PM	5.5		
Monday 13	9:00 AM	3:40 PM	6.74	Worked from Office	
Tuesday 14	3:40 AM	5:10 PM	1.5		
Wednesday 15	10:30 AM	11:30 AM	1	Left to go to Dr.'s appointment and have lunch	
Wednesday 15 #2	1:30 PM	5:40 PM	4.11		
Total			45.1		\$ 811.80
Gross Pay					\$ 811.80
Mileage				Went to the Post Office	\$ -

2690

City of Weston Lakes

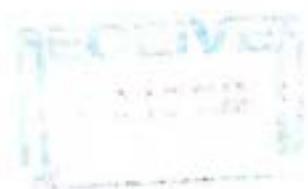
Employee
Jenni E. McJunkin

SSN

Pay Period: 04/01/2020 - 04/15/2020

Pay Date: 04/16/2020

	Hours	Rate	Current	YTD Amount
Earnings and Hours				
Regular Time General	45.06	18.00	811.80	6,739.20
After Hours			0.00	130.05
	45.06		811.80	6,869.25
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	-341.00
Federal Withholding			-32.00	-426.80
Social Security Employee			-30.33	-39.80
Medicare Employee			-11.77	-868.49
			-94.10	
Adjustments to Net Pay			Current	YTD Amount
Mileage			0.00	83.52
Net Pay			717.70	6,086.23



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City of Weston Lakes, PO Box 1082, Weston Lakes, TX 77441



May 26

RW

	In	Out	Hours	Notes	Totals
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Time Sheet: Jenni McClunkin

Pay Period April 16-30-2020

	In	Out	Hours	Notes	Totals
Thursday 16	9:30 AM	2:00 PM	4.5	Worked from Office	
Friday 17	12:30 AM	4:15 PM	3.45		
Monday 20	8:58 AM	2:00 PM	5.2	Worked from Office	
Tuesday 21					
Wednesday 22	12:30 PM	2:00 PM	1.5		
Thursday 23	12:00 PM	2:00 PM	2	Worked from Office.	
Friday 24			8	Bereavement leave	
Monday 27	8:10 AM	3:00 PM	6.08	Worked from Office	
Wednesday 29	9:30 AM	3:30 PM	6	Worked from Office	
Thursday 30	9:30 AM	3:00 PM	5.5	Worked from Office	
Total			42.23		\$ 760.14
Tuesday 24				Cancelled	\$ -
Gross Pay					\$ 760.14
Mileage					\$ -
					\$ -

R LH

RECEIVED
MAY 27 2020

City of Weston Lakes

2695

Employee
Jenni E McClunkin

SSN

Pay Period: 04/16/2020 - 04/30/2020

Pay Date: 04/30/2020

Earnings and Hours	Hours	Rate	Current	YTD Amount
Regular Time General	42:14	18.00	760.20	7,488.40
After Hours			0.00	130.05
	42:14		760.20	7,629.45

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	-28.00	-307.00
Social Security Employee	-47.14	-473.03
Medicare Employee	-11.03	-110.93
	-86.17	-860.96

Adjustments to Net Pay	Current	YTD Amount
Mileage	0.00	63.92
Net Pay	676.03	6,762.31

RW

LH

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City of Weston Lakes, PO Box 1382, Weston Lakes, TX 77441

This goes w/ the
May 26, 2020 I sent as a
response to the Mayor

hold punch was
a mistake.
this side

Exhibit 13

City Secretary

- Increase pay to \$18.00 an hour.
- Increase number of hours to 24.
- To work 3, 8 hour days a week, Monday, Wednesday and Thursday
- 2 weeks paid vacation, (6 days).
- 5 paid sick days.
- Paid Federal Holidays that fall on a work day.

Mayor Mary Ann Johnson

Exhibit 14

Time Sheet: Jenni McLunkin
July 1-15, 2020

Pay Period

	In	Out	Hours	Notes	Totals
Wednesday 1	9:00 AM	5:20 PM	8.33		
Thursday 2	9:00 AM	4:30 PM	7.5	Computer had to up date before I could turn it off.	
Monday 6	9:00 AM	5:00 PM	8		
Wednesday 8	9:00 AM	5:00 PM	8		
Thursday 9	9:00 AM	5:40 PM	8.67	Posted agenda for a 2nd Special Meeting at the W L Cournty Club.	
Monday 13	9:00 AM	5:00 PM	8		
Wednesday 15	9:00 AM	5:00 PM	8		
Total			56.5		\$ 1,017.00
Gross Pay					\$ 1,017.00
Thursday 2	5:30	6:37:00 PM	1.12	Special meeting	\$ 30.24
TOTAL					\$ 1,047.24
Mileage			6	For meeting and posting	\$ 3.48

RLH
RLH

- Need paperwork where council approved the higher rate per hour

→ Need paperwork where council approved the mileage. mileage - should not be for more than distance from 1093 to clubhouse unless council agrees to pay more.

Will approve this check - since it is time for you to go to drs. appt. but
 $\{30.24 + 3.48\}$ amounts must be either proven with paperwork or will be deducted from next check -

Jenni,
 Need these documents before it is time to review your check.

Thanks,
 Mayor Neal

Exhibit 15

RECEIVED
 JUL 30 2020

	In	Out	Hours	Notes	Totals
Time Sheet: Jenni McJunkin					
Pay Period	July 16-31-2020				
	In	Out	Hours	Notes	Totals
Thursday 16	9:00 AM	3:30 PM	6.5	Left early for a doctor's appointment	
Monday 20	9:00 AM	5:00 PM	8		
Wednesday 22	9:00 AM	5:00 PM	8		
Thursday 23	9:00 AM	6:45 PM	9.75	stayed late to send out agenda and supporting docs, and post in three places.	
Monday 27	9:00 AM	5:00 PM	8		
Wednesday 29	9:00 AM	5:00 PM	8		
Thursday 30	9:00 AM	5:00 PM	8		
Total			56.25		\$ 1,012.50
Tuesday 28	5:30 PM	8:10 PM	2.67		\$ 72.09
Gross Pay					\$ 1,084.59
Mileage					\$ -
					\$ -

Exhibit 16

City of Weston Lakes
Employee Notice of Disciplinary Action

This timesheet does not have proper back-up required by law:

Without documented approval from council, mayoral approval may not take place. The mayor may not approve a pay raise – it must go before council.

Verification of pay rate:

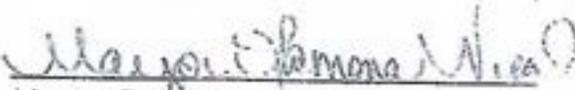
Only up to \$16.00 per hour can be documented by an agenda item by the Mayor as she has researched it herself. This timesheet demonstrates a payrate of \$18.00 per hour. This timesheet demonstrates time and a half for hours worked during the meeting or \$27.00 per hour.

Payrate and overtime rate are not documented by any council approvals.

Payrate is not in compliance with city council's approval and time and a half pay for meeting is not in compliance. Without a written agenda item and meeting minutes and a vote by council to verify, this will not be approved by the mayor or mayor pro tem as it is in violation of the law.

Back in February, the city secretary was asked to provide back-up when on her timesheet mileage and travel time were charged for training on elections had occurred. Today the timesheet had attached documentation of minutes of Meeting from April 28, 2009. Pay rate of \$13.50 is approved in attached paperwork. To date no paperwork supporting what is charged/paid has occurred. Action to remedy this issue has been given, provide documentation. Action has not been taken by the city secretary from February, 2020 to present.

Mayor Neal is taking the action of not approving of the documents because they are not in line with the law. There is no refusal to act, or inability to act, there is a requirement of law to only do what the law allows, now or in the past. This timesheet does not provide city council's approvals to be in line with what the law requires.


Mayor Ramona Neal,

Jenni McJunkin, City Secretary

Exhibit 17

Jenni McJunkin

From: Jay Zhang <JZhang@olsonllp.com>
Sent: Friday, July 31, 2020 2:36 PM
To: Jenni McJunkin
Cc: David Olson
Subject: Paycheck

Jenni,

As requested, this confirms you have authorization to process payroll for the number of hours you performed work in the preceding pay period.

If you get a chance, please send me the supporting documentations we discussed on Monday.

Regards,
Jay

Jenni McJunkin

From: Jenni McJunkin
Sent: Monday, August 3, 2020 3:04 PM
To: 'Jay Zhang'
Subject: RE: Paycheck
Attachments: City Secretary Pay Increase 8-28-18.PDF; Sept #2 Time Sheet 2018.pdf; Oct Time Sheet 2018.pdf; June 2011.pdf; July 2011.pdf; Oct 2011.pdf; Jan 2012.pdf; March 2013 time sheet.pdf; Feb Time Sheet 2014.pdf; April time sheet 2015.pdf; Sept #2 Time Sheet 2016.pdf; Dec Time Sheet 2017.pdf; May #2 Time Sheet 2019.pdf; #2 July 2020.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Jay,

Here are the documents you asked for. By looking at the Sept #2 2018 time sheet you can see that I was paid \$16.00 an hour. Then by looking at the Oct 2018 time sheet, I was paid \$18.00 an hour. This increase was done in the budget workshop and ratified when the budget was excepted in Sept, 2018. Because the Mayor did not put my raise on the agenda she signed and dated the document titled, "City Secretary Pay Increase ". Samples of Marlee's time sheet and other timesheets for myself are included. If you need anything else please let me know.

Jenni McJunkin

City Secretary - City of Weston Lakes

(281) 533-0907

citysec@cityofwestonlakes-tx.gov

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From: Jay Zhang <JZhang@olsonllp.com>
Sent: Friday, July 31, 2020 2:36 PM
To: Jenni McJunkin <citysec@cityofwestonlakes-tx.gov>

Exhibit 18



Incorporated May 2008

City of Weston Lakes

PO Box 1082 * Weston Lakes, Texas 77441

8045 FM 359, Fulshear, Tx. 77441

(281) 533-0907

Compensation for City Secretary, Jenni McJunkin

Date of Employment is from January 2014 to present.

- Work week consists of 24 hours, hours may exceed 24 at approval of the mayor.
- Hourly pay is \$18.00
- Meetings held after hours or on days off, the City Secretary pay is to be administered at 1.5 times normal pay rate.
- Two weeks paid vacation (equivalent).
- Five days sick leave. Unused sick days will be compensated at the regular rate of pay in the first pay period in January.
- Workman's Compensation will be provided by the City.
- Holidays that fall on a work day will be paid at the regular rate of pay.
- Pursue City Secretary Certification and other continued education such as though TML and H-GAC.
- Join the Salt Grass Chapter of the TML
- Mileage will be paid when driving from the office to a destination for work or continued education. Mileage to/from the Post Office will be paid if Post Office is not passed in rout. Drive time will include normally hourly pay rate.

Passed on October 27, 2020 City Council Meeting

Ramona Neal
Mayor,
City of Weston Lakes

Jenni McJunkin
City Secretary,
City of Weston Lakes

Exhibit 19

From: William Regle <[REDACTED]>
Sent: Thursday, April 30, 2020 10:49 AM
To: Jenni McJunkin <[REDACTED]>
Subject: Workshop Request

Please forward in the interest of transparency and open communication.

I am concerned with the announcement of the cancellation of the April meeting, including the statement of unanimous support of the City Council. I don't consider it unanimous support of the City Council when, not only was I not consulted, I never provided feedback to the forwarded email. I don't speak for the rest of the Council, however if they all were contacted and their feedback considered, I am even more "concerned" that I was not considered.

I believe it is time to schedule a Workshop to at least open communication between the Council, and to keep the Council apprised and involved in City Business and Activities.

I have done some investigation and calling regarding platforms for teleconference meetings. It appears that if we were to use the "best practice" guidelines, Zoom is one of the easiest and most used in today's environment. The concerns regarding hacking seem to be mitigated with several features of the platform, including disabling file sharing, password protection, random meeting assignment, etc. We would be able to allow participation to accommodate the open meeting provisions – including allowing questions and comments as we choose to handle them. In addition, unlike Microsoft 365 and several others, it does not require additional software to be installed on all PC's calling in.

I am willing to work on the logistics of a meeting by teleconference. What day and time **next week** is good? I am sure we all have issues to add to a Workshop discussion (please provide input), but at a minimum the agenda items that appear important to me include:

Microsoft 365 / Email issues / Equipment Issues

Assistant City Secretary

Web Site

Emergency Management

Budget Adjustments

Archives / Archival Procedures regarding Web Site / Social Media / Email / Etc.

Drainage and Flooding involvement / plans / proposals / follow up

Office Hours and Accommodation for meetings / training / etc.

Financials

Finance Officer / Treasurer

Meeting Procedures

Communication

Transparency

Future City Council Meetings

Bill Ragle

--

Jenni McJunkin

Fwd: FW: Workshop Request

From: Jenni McJunkin [REDACTED]
 To: [REDACTED]
 Date: Wednesday, February 24, 2021, 10:27 AM CST

----- Forwarded message -----

From: Jenni McJunkin <[REDACTED]>
 Date: Thu, Apr 30, 2020 at 11:01 AM
 Subject: FW: Workshop Request
 To: Ramona Neal <mayor.neal@cityofwestonlakes-tx.gov>, Bill Ragle <[REDACTED]>, Denis DeLuca <[REDACTED]>, Linda Harnist <[REDACTED]>, Ted Case <[REDACTED]>, Trent Thomas <[REDACTED]>
 CC: <[REDACTED]>

Dear Mayor and Council,

See email below.

Jenni McJunkin
 City Secretary – City of Weston Lakes
 (281) 533-0907
 [REDACTED]

ATTENTION PUBLIC OFFICIALS: A "Reply to All" of this e-mail could lead to violation of the Texas Open Meetings Act. A "Forward" of this e-mail to another public official could also lead to violations of the Texas Open Meetings Act if a quorum is eventually involved. Please reply only to the sender.

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Exhibit 20

18 19 20 21 22 23
24 25 26 27 28 29 30
31

NOTES

12 Easter Sunday	13	14
		21
		28 Coun

A-1

Jenni McJunkin Discipline Form
City Secretary
May 4, 2020

On May 1, 2020 I discovered that an email from Alderman Ragle had been forwarded to myself and to all of council and to [REDACTED]. A confidential email between council and the mayor has been compromised and sent to an outside source.

Per TML:

Emails are only made public after a specific, by the law, process is followed and records of who obtained what information is recorded at city hall. The ability to see the emails because of your job does not give you permission to send emails to alternative email addresses. City secretaries are not to share this information.

~~Penal code Section 39.06 (b) Misuse of Official Information~~

~~A public servant commits an offence if, in with intent to obtain a benefit or harm or defraud another, he discloses our users information for a non-governmental purpose that: (1) he has access to by means of his office or employment; and (2) is not public~~

~~A public servant may not intentionally or knowingly, with the intent to obtain a benefit or harm or defraud another, misuse government property, services, personnel or other thing of value belonging to the government that has come into the public servant's custody or possession by virtue of his office or employment.~~

Review of your email account is warranted. It must be determined which emails are compromised, so that confidentiality may not be used if there is a request for public information. The forwarding of this email removes the ability of the City of Weston Lakes to claim confidentiality on anything compromised by being sent to any other email address than that of council.

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Jenni McJunkin Discipline Form, Page 2

City Secretary

May 4, 2020

What was the purpose of sending this email to [redacted] outside of the city?

Because I was unable to receive the emails on the Compaq computer I was provided to use at home. I sent it to myself to be able to answer questions from home. I was never contacted by any of Council or those about this info.

Policy: No emails originating from or received may be reproduced, copied, printed, emailed, scanned or sent to any entity other than its intended recipients within government. All emails and city correspondence are to be considered confidential.

I agree to the policy stated above and will not violate it again.

Jenni McJunkin

Date

Mayor Ramona Neel

Date

BI

Jenni McJunkin Discipline Form

City Secretary

May 4, 2020

On May 1, 2020 I discovered that an email from Alderman Ragle had been forwarded to myself and to all of council and to [REDACTED]. A confidential email between council and the mayor has been compromised and sent to an outside source.

Per TML:

Emails are only made public after a specific, by the law, process is followed and records of who obtained what information is recorded at city hall. The ability to see the emails because of your job does not give you permission to send emails to alternative email addresses. City secretaries are not to share this information.

~~Penal code Section 39.06 (b) Misuse of Official Information~~

~~A public servant commits an offence if, in with intent to obtain a benefit or harm or defraud another, he discloses our uses information for a non-governmental purpose that: (1) he has access to by means of his office or employment: and (2) is not public.~~

~~A public servant may not intentionally or knowingly, with the intent to obtain a benefit or harm or defraud another, misuse government property, services, personnel or other thing of value belonging to the government that has come into the public servant's custody or possession by virtue of his office or employment.~~

Review of your email account is warranted. It must be determined which emails are compromised, so that confidentiality may not be used if there is a request for public information. The forwarding of this email removes the ability of the City of Weston Lakes to claim confidentiality on anything compromised by being sent to any other email address than that of council.

Refused to sign

Jenni McJunkin Discipline Form, Page 2

City Secretary

May 4, 2020

Jenni

What was the purpose of sending this email to [redacted], outside of the city?

Because I was unable to receive the emails on the company computer I was provided to use at home. I sent it to myself to be able to answer question from home. I was never contacted by any of Council or Mayor about this info

Policy: No emails originating from or received may be reproduced, copied, printed, emailed, scanned or sent to any entity other than its intended recipients within government. All emails and city correspondence are to be considered confidential.

I agree to the policy stated above and will not violate it again.

Jenni McJunkin

Date

Mayor Ramona Neal

5/8/2020

Mayor Ramona Neal

Date

What other emails were sent? Only this one was one which would have questions?

Exhibit 21

Texas Penal Code 39.06 – Misuse of Official Information

(a) A public servant commits an offense if, in reliance on information to which the public servant has access by virtue of the person's office or employment and that has not been made public, the person:

- (1) acquires or aids another to acquire a pecuniary interest in any property, transaction, or enterprise that may be affected by the information;
- (2) speculates or aids another to speculate on the basis of the information; or
- (3) as a public servant, including as a school administrator, coerces another into suppressing or failing to report that information to a law enforcement agency.

(b) A public servant commits an offense if with intent to obtain a benefit or with intent to harm or defraud another, he discloses or uses information for a nongovernmental purpose that:

- (1) he has access to by means of his office or employment; and
- (2) has not been made public.

(c) A person commits an offense if, with intent to obtain a benefit or with intent to harm or defraud another, he solicits or receives from a public servant information that:

- (1) the public servant has access to by means of his office or employment; and
- (2) has not been made public.

(d) In this section, "information that has not been made public" means any information to which the public does not generally have access, and that is prohibited from disclosure under Chapter 552, Government Code.

(e) Except as provided by Subsection (f), an offense under this section is a felony of the third degree.

(f) An offense under Subsection (a)(3) is a Class C misdemeanor.

Exhibit 22

Need a copy
2 messages

Jenni McJunkin <[redacted]>
To: Weston Lakes <[redacted]>, mayor.neal@cityofwestonlakes-tx.gov <mayor.neal@cityofwestonlakes-tx.gov>
Mon, May 18, 12:45 PM

Dear Mayor,

I have not received the copy of the original discipline form that you asked me to sign on Monday, 5-4-2020. Just a reminder, it is the form I wrote on and you scratched out a section of; the one you took back after our discussion with TML, Scott Houston.

I made my first request for this document on 5-11-2020.
[Quoted text hidden]

Ramona Neal <mayor.neal@cityofwestonlakes-tx.gov>
To: Jenni McJunkin <[redacted]>
Cc: Jenni McJunkin <[redacted]>
Mon, May 18, 7:55 PM

Hi Jenni,

It will be sent when it is completed. As a reminder, Scott Houston from TML legal agreed with all language on the form. Per Scott's professional advice, a provision for information requests will be added.

Corrections: A single diagonal line was marked through a section by the mayor. The mayor requested the form and it was given to her.

Note: June 4, 2020 is the deadline to send the document.

wkrt?

Mayor Ramona Neal

City of Weston Lakes



mayor.neal@cityofwestonlakes-tx.gov

www.cityofwestonlakes-tx.gov

[Quoted text hidden]

Exhibit 23

Re: Paying Rachel Durham

From: Linda Harnist (linda.harnist@cityofwestonlakes-tx.gov)

To: citysec@cityofwestonlakes-tx.gov

Date: Monday, March 15, 2021, 2:53 PM CDT

This is unacceptable. I suggest you call Rachel and handle this directly. I cannot imagine Rachel has an issue with following correct employment practices.

Did the Mayor finally approve all the outstanding bills including the office lease payment which was due on the 1st of March? Is your payroll approved?

Linda

Sent from my iPhone

On Mar 15, 2021, at 2:48 PM, Jenni McJunkin <citysec@cityofwestonlakes-tx.gov> wrote:

Mayor and Council,

I was given the above time sheet for Rachel Durham today. I spoke to the Mayor about needing Rachel's employment information such as the W-9, W-4, I-9 etc...

The Mayor told me that Rachel Durham did not want me to have that information. That the Mayor was keeping all the paper work. I said that this is my job as record keeper of The City and that I needed it. The Mayor did not give me any other paper work than the above time sheet.

I need the other information to put into Quickbooks so that Rachel can get paid. There are employment taxes associated with this and general information needs to be on file. I will not be able to produce the paycheck today unless this information is provided to me.

Jenni McJunkin

City Secretary – City of Weston Lakes

(281) 533-0907

citysec@cityofwestonlakes-tx.gov

Exhibit 24



JOB SEARCHING ▶ LEAVING YOUR JOB

What Is a Constructive Discharge?

Definition & Examples of a Constructive Discharge

BY [ALISON DOYLE](#) | Updated June 29, 2020

A constructive discharge occurs when an employee is forced to resign because the employer has made working conditions unbearable.

Learn more about what constitutes a constructive discharge and how to respond to one.

What Is a Constructive Discharge?

An employee is constructively discharged when they resign because they can no longer stay on the job due to a [hostile work environment](#).^[1] This differs from a typical resignation, firing, or other [types of separation of employment](#), as the employee is leaving because of intolerable working conditions.

Unbearable working conditions might include [discrimination or harassment](#), mistreatment, or receiving a negative change in pay or job duties for reasons that aren't work-related. In most cases, the hostile work environment must violate



Retaliation against whistleblowers that creates a hostile work environment and negligence by an employer who doesn't take appropriate steps to accommodate a disabled employee can also be grounds for constructive discharge complaints.^[3]^[4]

Note: Employees can resign because of constructive discharge over one situation or due to a pattern of incidents.

How a Constructive Discharge Works

A constructive discharge is a legal concept. It allows you to potentially file a [wrongful termination](#), discrimination, or harassment lawsuit and file for unemployment benefits.^[5]

Keep in mind that there is a statute of limitations on pursuing a complaint. Private-sector employees have 180 days from the date they give notice or 300 days if the state also has laws prohibiting the same discriminatory behavior. Federal employees have a smaller window of 45 days in which to contact an agency Equal Employment Opportunity counselor.^[6] In 2016, in the case of *Green v. Brennan*, the U.S. Supreme Court ruled that the clock on this statute of limitations starts when the employee gives notice, not when the last discriminatory incident occurred.^[7]

State and local laws may differ, so check with your [state department of labor](#) for regulations regarding the termination of employment that apply in your location. You should also contact a lawyer for assistance. For help finding a lawyer, contact your state's bar association or [Legal Aid](#).

Unemployment Benefits

Employees who voluntarily quit typically don't receive [unemployment benefits](#). However, workers who lose their jobs due to constructive discharge may apply for and receive unemployment benefits if they qualify, and retain the right to sue.

This is because the resignation was not technically voluntary, and so can be considered a [termination under the law](#).^[5] In this case, your employer may be able



your state unemployment office to determine your eligibility. If your claim is denied, you [will be able to appeal](#) and explain the circumstances of your termination.

Requirements for a Constructive Discharge

If you believe that your resignation counts as constructive discharge, your next steps should be to file a complaint with the [Equal Employment Opportunity Commission](#) and consult an employment lawyer.

Proving a Constructive Discharge Claim

With a constructive discharge claim, the burden of proof lies with the employee. Legal counsel and state labor departments are usually available and willing to do what they can to help the case and protect the employee.

In general, an employee is expected to prove that they were mistreated at work by their employer. They are expected to document that they reached out and complained to their supervisor, human resources, management, etc., but the issue persisted.^[8]

If you claim constructive discharge, the court will want you to prove that this work environment was so brutal and intolerable that any reasonable person in your position would have quit.^[5]

Key Takeaways

- A constructive discharge is when an employee is forced to resign due to intolerable working conditions.
- Typically, the hostile work environment must violate federal laws prohibiting sexual harassment or discrimination. Whistleblowers and those asking for reasonable accommodations due to a disability are also protected from retaliation.
- If you're planning to file a lawsuit or complaint, you should do so promptly.