

**AGENDA
CITY OF WINDCREST, TEXAS
REGULAR CITY COUNCIL MEETING
APRIL 19, 2010
7:00 p.m.**

NOTICE IS HEREBY GIVEN THAT A REGULAR CITY COUNCIL MEETING OF THE CITY OF WINDCREST WILL BE HELD AT WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS ON THE 19TH DAY OF APRIL, 2010 AT 7:00 P.M. DURING THE MEETING THE FOLLOWING SUBJECTS WILL BE CONSIDERED AND THE COUNCIL MAY TAKE ACTION ON ANY OF THE LISTED SUBJECTS.

THE CITY COUNCIL RESERVES THE OPTION TO RECESS THE MEETING DURING THE EVENING OF APRIL 19, 2010 AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, APRIL 20, 2010 AT 9:00 A.M. AT THE WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS.

IT IS ANTICIPATED THAT MEMBERS OF OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES MAY ATTEND THE MEETING IN NUMBERS THAT MAY CONSTITUTE A QUORUM OF SUCH OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES, SO THAT NOTICE IS HEREBY GIVEN THAT THE MEETING IS ALSO A MEETING OF THE OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES WHOSE MEMBERS ARE IN ATTENDANCE. THE MEMBERS OF THE OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES MAY PARTICIPATE IN DISCUSSIONS WHICH OCCUR AT THE MEETING, BUT NO ACTION WILL BE TAKEN BY THE OTHER BOARDS, COMMISSIONS AND COMMITTEES WHOSE MEMBERS ARE IN ATTENDANCE.

Ordinance No. 593 (8/17/09)

At regular City Council, City Commission or City Board meetings, the agenda will include a "citizens to be heard" item. Citizens wishing to speak during this item shall be required to sign in on the sign up roster prior to the meeting. During "citizens to be heard" comments, each individual may speak on an agenda item or any other matter affecting the city. In addition to the "citizens to be heard" portion of meetings, a person may make comments on agenda items as the agenda item is called by the Presiding Officer. A member of the public will have a total of six (6) minutes to be heard, which includes speaking and response time, during a City Council, City Commission or City Board meeting. The six (6) minute time limits authorized herein may not be transferred to another speaker in whole or in part. The presiding Officer or his designee will assign a time keeper to each meeting. The Time Keeper will maintain strict compliance of the six (6) minute rule, stopping speakers who exceed the allotted time. As authorized by Section 551.042 of the Texas Government Code, the Presiding Officer may direct a city official to make (1) a statement of specific factual information in response to an inquiry made by a member of the public or of the City Council, or (2) a recitation of existing policy in response to an inquiry made by a member of the public or the City Council. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Meeting Chair: please remind each participant in your meeting that they must speak into a microphone; the recording is the Official Minutes of your meeting and all who speak must be recorded. All guest speakers and citizens to be heard must speak from podium. Please interrupt speakers during meeting if you recognize that they are not speaking into microphone and have them do so.

I. Call to Order, Pledge of Allegiance and Invocation.

II. Presentations

1. Kerry Sweatt of the Texas First Group Replacement Service will give a presentation to the City Council on immediate and interim City Manager assistance for the City.
2. Chief Joe Pabon will present the Mayor's Proclamation for National Telecommunicator's Week, April 11-17, 2010.
3. Chief Joe Pabon will announce the recipient of the Brilliant Employee Award.

III. Citizens To Be Heard

Please limit time to six (6) minutes.

IV. Action Items

1. City Council will review a presentation on the Frost Bank Public Fund Depository Information by Anthony White of Frost Bank, and may discuss and take action to approve the Frost Bank Depository Agreement. (Att. 1)
2. City Council will review a presentation by Tom Lanford representing Clear Channel Outdoor, Inc, and may discuss and take action to consider a request by Clear Channel Outdoor, Inc. to enter into a license agreement for a "gateway" outdoor sign. (Att. 2)
3. City Council will review a presentation by Special Legal Counsel, discuss and take action approving the measures and propositions to be used on the November ballot as the proposed amendments to the Charter based on charter amendment petition filed with the City.
4. City Council will consider and take action on Ordinance No. 612 calling and establishing, measures, propositions and procedures for a Special Election on November 2nd, 2010 in Windcrest, Texas to amend the City's Charter. *(The City Council will consider Ordinance No. 612 at its first reading as authorized in Section 3.13 of the City Charter because one reading of the ordinance is sufficient for adequate consideration of the ordinance.)* (Att. 3)
5. City Council will conduct a public hearing and then review, discuss and take action on a recommendation from the Planning and Zoning commission to repeal Ordinance 58P, an ordinance adopted on March 11, 1974 pertaining to the Golf Club. The City Council will consider Ordinance No. 613 repealing Ordinance. 58P. *(The City Council will consider Ordinance No. 613 to repeal Ordinance No.58P at its first reading as authorized in Section 3.13 of the City Charter because one reading of the ordinance is sufficient for adequate consideration of the ordinance.)* (Att. 4)

6. City Council will review, discuss and take action to reenact Ordinance No. 497 establishing the minimum regulations governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions, essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures. Previously adopted on May 22, 2006. *(The City Council will consider a motion to reenact Ordinance No. 497 at its first reading as authorized in Section 3.13 of the City Charter because one reading of the ordinance is sufficient for adequate consideration of the ordinance.)* (Att. 5)
7. City Council will review a presentation by Police Chief Joe Pabon regarding the results from the study of the 200 block Fenwick parking issues and may discuss and take action on parking issues in the 200 block of Fenwick. (Att. 6)
8. City Council will review, discuss and take action to appoint the seven citizens to serve on the charter review commission assisting the city council with developing amendments to current charter as needed.
9. City Council will review, discuss and take action on the Treasurer's Report for the month of March along with budget adjustments for the month of March. (Att. 7)
10. City Council will discuss and take action on a proposed contract with Texas First Group for an interim City Manager.
11. City Council will review, discuss and take action to hire an Executive Search Company to search for a permanent City Manager.

V. New Business

Per Ordinance No. 593, Section 8: At each regular meeting, an agenda item will be included authorizing requests by members of the City Council, City Commission or City Board for subjects to be considered at future meetings. In order for a requested item to be included in a future agenda, two (2) members must request the inclusion of such item or else the agenda item will not be included on the agenda of a future meeting unless included by direction of the Mayor or City Manager.

VI. Executive Session (if necessary)

The City Council may convene in a closed meeting under the authority of Section 551.071(1) & (2) of the Texas Government Code to seek the advice of its attorneys on pending or anticipated litigation and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflict with the Texas Open Meeting Act as to any matter listed on this agenda.

The City Council may convene in a closed meeting under the authority of Section 551.074 of the Texas Government Code to deliberate the appointment and employment of an interim and or permanent City Manager.

VII. Adjournment

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council of the City of Windcrest is a true and correct copy of said Notice and was posted on the bulletin board at City Hall of said City in a convenient place to the public and said Notice was posted more than seventy-two hours prior to April 19, 2010.

By: Heather Weidenbach Acting City Secretary

In compliance with the Americans With Disabilities Act, the City of Windcrest Council Chambers are wheelchair accessible, and accessible parking spaces are available. The City of Windcrest will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact Heather Weidenbach, Acting City Secretary, at 210-655-0022 ext. 2430 or Fax 210-655-8776.

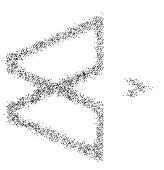
I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the ____ of April, 2010.

Title: _____

This Agenda has been reviewed and approved by City Council's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Local Government Code §551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

AH.1

FROST BANK PUBLIC FUND DEPOSITORY
INFORMATION PRESENTED TO



WINDCREST
TEXAS

April 19, 2010



FROST BANK VALUE PROPOSITION

1a.

- We will grow and prosper, building long-term relationships based on top quality service, high ethical standards, and safe, sound assets.
- Better than any product or service, Frost's culture and philosophy is what we offer to make us different. It is this culture that allowed Frost to avoid the financial difficulties affecting Wall Street.
- Frost did not accept Government TARP funds and maintains excellent capital ratios, providing safety and soundness for the City's deposits.
- The City will continue to receive the high level of service it has come to expect.

SUMMARY FEE COMPARISON OLD CONTRACT VS NEW

March 2010 Activity		
	March Actual	New Contract
Interest Paid to City	\$1,199.15	\$9.46
Less Net Account Analysis Fees Charged to City	\$1,605.99	\$191.34
Net Service Charges	\$406.84	\$181.88
Difference to City		\$224.96

FROST BANK PUBLIC FINANCE RELATIONSHIP TEAM

Your organization's success is important to us. That's why we've assembled a team of highly qualified Frost Bankers, each one a seasoned, experienced banking professional. Your relationship team is committed to your organization. We're available to help you identify, define and clarify your present and long-term financial goals and meet your diverse financial needs.

- | | | |
|--|--|--|
| Tom Frost III
Senior Executive Vice President
Public Funds Management | Anthony White
Vice President
Public Finance | Elsa Arias
Vice President
Public Funds Management |
|--|--|--|

Lori Farley
Assistant Vice President
Treasury Management



TREASURY MANAGEMENT

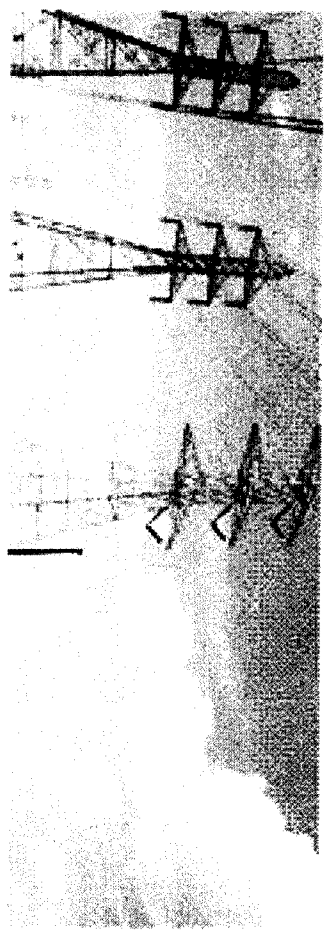
Every organization - from not-for-profits and charities, to governmental entities and schools - wants to improve cash flow and efficiency. Perhaps no other financial strategy has a more direct impact on bottom-line profitability than effective cash management. Frost Treasury Management gives you the financial tools and information to manage cash flow, optimize available cash and reduce demands on your time with **state-of-the-art web-based services priced very competitively**. Effective cash management strategies can allow you to:

- View account activity at any time
- Accelerate cash collection and availability of funds
- Control cash disbursements and transfer money between accounts automatically
- Maximize investment income and manage cash flow needs

TREASURY MANAGEMENT

At Frost, we offer the financial services you need to grow, finance, manage and protect your organization - including, but not limited to the following:

- Balance/Activity Reporting
- Account Reconciliation
- Positive Pay
- CD-ROM Image Archive
- Check Management Service
- Lockbox
- Pre-authorized ACH Withdrawals
- Incoming Wire Transfers
- Bankcard Merchant Services
- Zero Balance Accounting
- ACH Deposit Reporting
- Automatic Cash Sweep
- Controlled Disbursement
- Electronic Funds Transfer
- Check Clearing Services
- Commercial Vault Services
- TaxTel Electronic Tax Payments
- LegalEase
- FirstPay



DEPOSITORY CONTRACT FOR THE CITY OF WINDCREST

STATE OF TEXAS §

COUNTY OF BEXAR §

This contract is made and entered into effective the 1st day of April, 2010, by and between the City of Windcrest, Texas ("City"), acting by and through its City Council, and Frost National Bank ("Depository Bank").

WITNESSETH:

WHEREAS, the City Council of Windcrest requested and received proposals for a depository of City funds; and

WHEREAS, Depository Bank was duly selected and designated a City depository by the City Council of Windcrest to serve as such from April 1, 2010, through March 31, 2015, and thereafter until such time as successor depositories shall be duly selected and qualified according to state law.

NOW THEREFORE, the parties hereto contract and agree as follows:

1. That pursuant to action taken by the City Council of Windcrest on the 19th day of April, 2010, Frost National Bank was and is selected as a Depository Bank for the City for a period of five (5) years, commencing on April 1, 2010, and ending on March 31, 2015, or until a successor depository bank shall have been duly selected and qualified according to state law. City reserves the right to deposit funds in other institutions as authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, Chapter 105, Sec. 105.072, of the Texas Local Government Code, as amended, or Article 2529b-1, Texas Revised Civil Statutes, as amended. City and Depository Bank agree that this Contract may be extended under the same terms and conditions for an additional two (2) year period with the mutual consent of City and such Bank, evidenced by a written contract extension executed with the same formalities as this Depository Contract.

2. Depository Bank agrees to follow, abide by, and be bound by the terms of the City of Windcrest Request for Proposals for Depository and Banking Services dated February 19, 2010 and the proposal which Bank submitted to, and which was accepted by, the City in response to such Request.

3. Depository Bank states that it is a banking institution chartered under the laws of the United States or of the State of Texas and that its banking house is located at 100 West Houston, San Antonio, Texas 78205.

4. Depository Bank agrees to faithfully perform all of the duties hereof, as provided by the laws of the State of Texas, and will safely keep and disburse all funds of City received by it as depository, and faithfully pay over to its successor all City funds remaining in the

depository, and does guarantee, indemnify, and hold harmless City against all loss, cost, or expense, including reasonable attorney's fees, arising out of or related to the failure to perform duties imposed by law, this Contract, or Safekeeping Agreement provided for in paragraph 6 of this Contract. In no event shall either party hereto be liable to the other for consequential damages.

5. The City and Bank may negotiate the maturity date of time deposits, provided that any time deposits maturing after the term of this Contract, may, at the sole election and discretion of the City, remain on deposit until maturity.

6. Unless City approves a surety bond as provided by law, the Depository Bank shall secure the deposits of City by pledging: (1) direct obligations of the United States of America, (2) obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by, the full faith and credit of the United States of America (GNMA's only), and/or (3) municipal bonds issued by public agencies in the State of Texas payable from taxes, revenues, or a combination of taxes and revenues, rated as to investment quality by a nationally recognized rating firm not less than A or its equivalent. Securities in categories (2) and (3) shall be worth at least 120% of the deposits secured by such securities, less applicable FDIC coverage. The securities pledged shall be transferred to and held by Federal Reserve Bank of Dallas or Federal Home Loan Bank ("Safekeeping Bank"), or such other Bank as maybe approved by the City. The securities pledged shall be held by the Safekeeping Bank pursuant to safekeeping agreement mutually approved by the City, Bank, and Safekeeping Bank. The securities pledged shall be of a value equal to one hundred percent (100%) of the highest account balance which the City has on deposit reduced by the amount of the Federal Deposit Insurance Corporation (FDIC) insurance available. Pledged securities shall be valued at their current market value. The Bank shall furnish a list of pledged securities to the City at the end of each month. Should the value of the securities pledged ever be less than one hundred percent (100%) of the funds to be secured, the Bank shall promptly, within not more than five (5) days, cause additional securities approved to the City to be deposited with the Safekeeping Bank in such amounts to restore the total securities pledged to one hundred percent (100%) of the amount of funds secured. The Bank shall have the right to substitute approved securities upon obtaining prior written approval of City. Securities may only be released from the Safekeeping Bank by a release on a form which shall be approved in writing by the City.

7. Either party may cancel this contract with or without cause at any time upon ninety (90) days written notice to the other. Notwithstanding the provisions set forth herein for the term or termination of this Contract, in the event City shall elect to leave on deposit with the Depository Bank time deposits which mature after the expiration of the term or after termination of this Contract, then all terms, provisions, and conditions of this Contract which shall be for the benefit and protection of the City, as shall be determined by City, shall continue and be binding until all funds have been paid to City, and the final release of City has been executed and delivered to Bank.

8. Any suit arising out of or in any way connected with this Contract shall be tried in a court of proper jurisdiction in Bexar County, Texas.

9. This Contract contains the entire agreement between the parties and supersedes all prior agreements and understanding between the parties and it shall not be amended, modified or changed in any way except by written agreement of the parties. This Contract shall be controlling when in conflict with any request or proposal upon which this Contract is predicted.

SIGNED AND EXECUTED in duplicate originals effective the 1st day of April, 2010.

FROST NATIONAL BANK

By: _____

Title: _____

CITY OF WINDCREST

By: _____

Title: _____

ATTEST:

City Secretary

LICENSE AGREEMENT

License

1. This License Agreement ("License"), is dated effective as of April 19, 2010,, and entered into by and between CITY OF WINDCREST ("Licensor"), and CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation ("Licensee"). Licensor hereby licenses to Licensee the real estate depicted in Exhibit A for one double sided digital structure and situated in the County of Bexar in the State of Texas, (the "Property"). The Property is licensed for the purpose of erecting, maintaining, operating, improving, supplementing, posting (whether physically, digitally or via other remotely changeable technology), illuminating, repairing, repositioning and/or removing outdoor advertising structure, including, without limitation, fixture connections, electrical and broadband supply and connections, panels, signs, copy and any other equipment and accessories as Licensee may place thereon ("Structure"). This License includes all necessary rights of ingress and egress.
2. This License shall be in effect for an initial term of Twenty (20) years, beginning on the day construction is completed ("Commencement Date"). If for any reason Licensee is unable to either complete construction of the Structure and/or fails to obtain the necessary governmental authorizations to operate the Structure, Licensee may terminate this License immediately upon notice to Licensor. The Commencement Date shall not be later than six (6) months after the date of execution of this License. If the Commencement Date exceeds the above requirement, the Licensor may terminate the License. Licensor acknowledges that under current state regulatory requirements only one side of the Structure may display a digital face. Should future state regulations permit a second face on the Structure, Licensee shall deploy the second digital face.
3. Upon the Commencement Date rent shall begin at the rate as follows:

Years 1-10	\$25,000 per year per digital display payable in twelve (12) equal monthly installments
Years 11-15	\$27,500 per year per digital display payable in twelve (12) equal monthly installments
Years 16-20	\$28,875 per year per digital display payable in twelve (12) equal monthly installments.
4. Licensee agrees to participate in a city program as follows: For each digital display permitted and deployed within the City by Licensee, Licensee will fund the City's Gateway Program with a one-time payment of \$50,000. The parties agree that the funds shall be used to assist the community needs of the citizens of Windcrest as determined by the City Council.
5. Licensee is and shall remain the owner of the Structure until Licensee no longer has any rights to use or possess the Property whether (1) under this License, or any extension, renewal, or modification of this License; (2) by operation of law; (3) as a hold-over Licensee; or (4) as such right is otherwise held by Licensee, provided, however, that Licensee has the right to remove the Structure at any time or within one hundred twenty days (120) following the termination of such right to use or possess the Property. If for any reason, Licensee's Structure is involuntarily removed, materially damaged or destroyed, all rent payments shall cease until the Structure is rebuilt and all necessary governmental authorizations are obtained to operate the Structure provided that if rental payments are not resumed within 6 months, this License may be terminated by Licensor. If the Structure is removed for any reason, only the above-ground portions of the Structure must be removed. Licensee has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Structure during the term of this license. All such permits and other rights to outdoor advertising on the Property shall remain the property of Licensee. Licensee shall have no obligation to pursue any zoning matter or to continue to maintain any permit. Any such action shall be at Licensee's option.
6. Licensor and Licensor's Licensees, agents, employees or other persons acting on Licensor's behalf, shall not place or maintain any object on the Property or any property within 500 feet owned or controlled by Licensor which would obstruct the view of the advertising copy or display on the Structure. If Licensor fails to remove the obstruction within fifteen (15) days after notice from Licensee, Licensee may cancel this License and receive all pre-paid rent for any unexpired term of this License. Licensee may trim any trees and vegetation currently on the Property and on any neighboring property owned or controlled by the Licensor as often as Licensee deems appropriate to prevent obstructions. Without limiting the foregoing, Licensor shall not permit the Property or any neighboring property owned or controlled by Licensor within 500 feet to be used for off-premise advertising.
7. If, in a reasonable persons opinion: (a) the view of the Structure's advertising copy becomes entirely or partially obstructed, (b) electrical service is unavailable; (c) the Property cannot safely be used for the erection or maintenance of the Structure for any reason; (d) the Property becomes unsightly; (e) there is a diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property; (f) the Structure's value for advertising purposes is diminished; (g) Licensee is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structure; or (h) the Structure's use is prevented or restricted by law, or Licensee is required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structure is located; then Licensee may immediately at its option cancel this License and receive all pre-paid rent for any unexpired term of this License.
8. (a) If the Structure or the Property, or any part thereof, is condemned by proper authorities or taken without the exercise of eminent domain, whether permanently or temporarily; (b) if any right-of-way from which the Structure is visible is relocated; (c) if there is a diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property; (d) if visibility to the Structure is impaired; (e) if the value or utilization of the Structure is reduced; (f) or the Structure's use is prevented or otherwise restricted, then Licensee shall have the right to relocate the Structure on Licensor's remaining property with Licensor's consent, or to terminate this License upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this License.

Att. 2

9. Licensors represents that it is the presumptive owner (or owner's authorized agent) of the Property and has the authority to enter into this License. Either party reserves the right to terminate this License if the other fails to remedy a breach of the terms of this License. Such termination may not execute unless thirty (30) days written notice and opportunity to cure has been provided.

10. Licensors ordinance number 585 pertaining to City Gateway Signs codified as section 4.309 of the Windcrest Code of Ordinances is incorporated by reference herein as if set forth at length.

11. Licensee shall indemnify and hold Licensors harmless from all injuries, including advertising injury, to the Property or third persons caused by Licensee, Licensee's employees, agents, licensees and contractors. Licensee further agrees to indemnify Licensors for any legal challenges to this License by a competitor of Licensee's.

12. This License is binding upon the heirs, assigns and successors of both Licensors and Licensee. Licensors agrees not to assign this License to any competitor of Licensee during the term of this License without Licensee's prior written permission. Licensee shall have the right to assign or sublet this License with consent of the Licensors which consent will not be unreasonably withheld.

13. Any notice to any party under this License shall be in writing sent by certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this License, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided, that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

14. This License shall be governed exclusively by the provisions hereof and by the laws of the state in which the property is located, as the same may from time to time exist without regard to conflicts of laws provisions. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this License may be brought against any of the parties only in the courts within the county in which the property is located, or, if it has or can acquire jurisdiction, in the United States District Court for the applicable district located in the applicable county where the property is situated, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. If suit is brought or an attorney is retained by any party to this License because the other party breached this License, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses.

15. Neither Licensors nor Licensee shall be bound by any terms, conditions or oral representations that are not set forth in this License. This License represents the entire agreement of Licensee and Licensors with respect to the Structure and the Property and supercedes any previous agreement. Licensors hereby grants Licensee all rights necessary to record a memorandum of this License without Licensors signature. Licensee acknowledges that Licensors is a governmental entity and all documents submitted to Licensee are subject to the requirements of the Texas Public Information Act. Licensors shall have no obligation to Licensee to prevent the disclosure of this License and related documents.

16. Licensee agrees not to advertise any sexually oriented businesses.

LICENSEE:
CLEAR CHANNEL OUTDOOR, INC.

By: _____
Its: _____
Branch Address: _____

Tel No. () _____

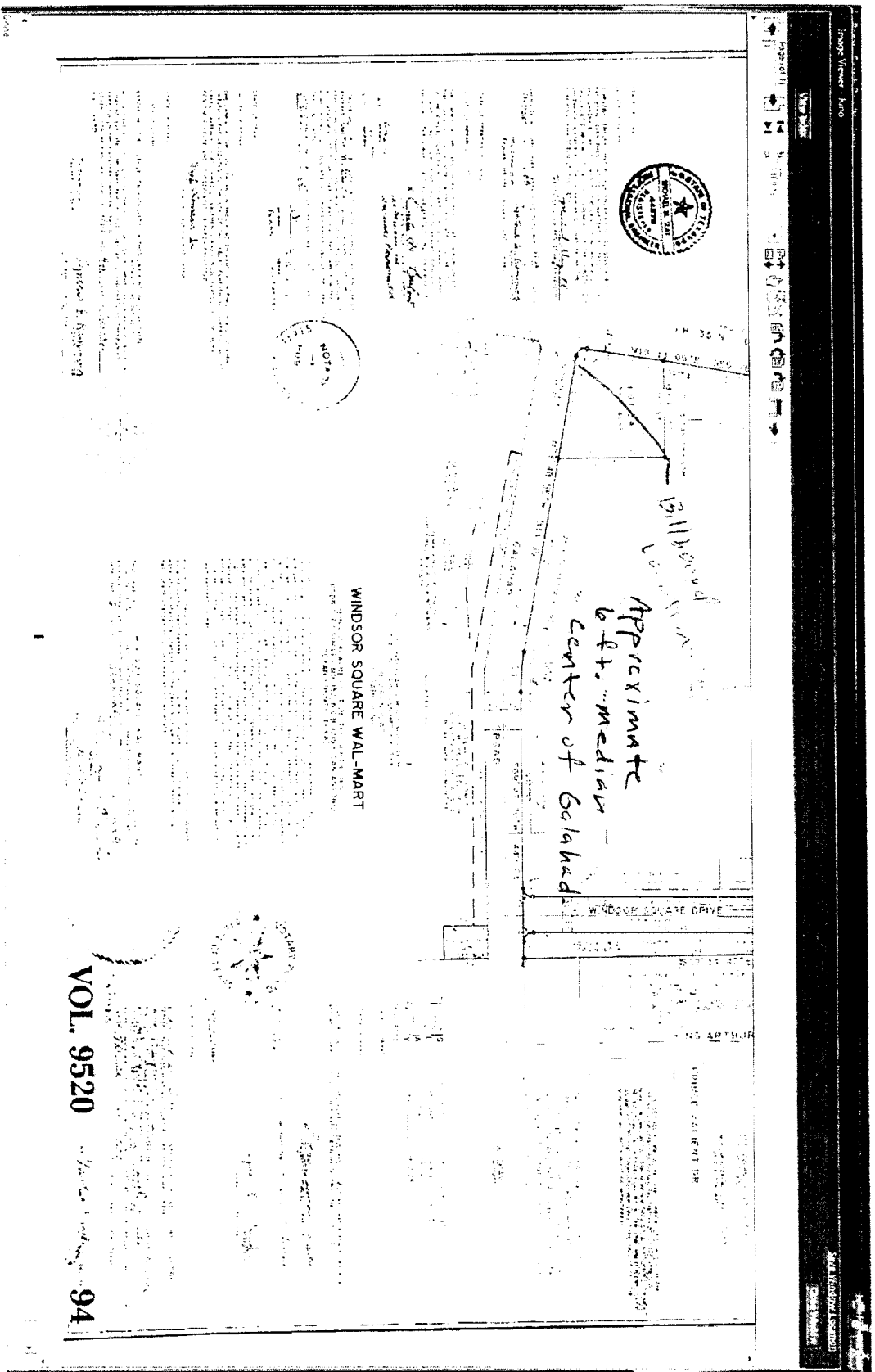
LICENSOR:
CITY OF WINDCREST

By: _____
Its: _____
Printed Name of Licensor: _____
Address: _____

Tel No. () _____
SS or Tax ID No. _____

Exhibit A

Exhibit A



ORDINANCE NO. 612

AN ORDINANCE CALLING AN ELECTION TO BE HELD IN THE CITY OF WINDCREST, TEXAS TO SUBMIT PROPOSITIONS ON AMENDMENTS TO THE CITY OF WINDCREST HOME RULE CHARTER; MAKING PROVISION FOR THE CONDUCT OF THE ELECTION; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code Section 9.004 provides that the governing body of a Home Rule municipality shall submit a proposed charter amendment to the voters for their approval at an election if the submission is supported by a petition signed by a number of qualified voters of the municipality equal to at least five percent of the number of qualified voters of the municipality or 20,000 whichever is less; and

WHEREAS, on January 25th, 2010 a petition to amend the City Charter was submitted to the City; and

WHEREAS, in accordance with the requirements of the Texas Local Government Code the petition was certified to have sufficient number of signatures to place the proposed amendments on a ballot for an election; and

WHEREAS, pursuant to Texas Local Government Code proposed amendments shall be submitted to voters so that they only contain one subject; and

WHEREAS, pursuant to the Texas Local Government Code a ballot for proposed charter amendments shall be prepared so that a voter may approve or disapprove any one or more amendments without having to approve or disapprove all of the amendments; and

WHEREAS, the City Council hereby finds and determines that propositions to be submitted are in compliance with the Texas Local Government Code and that the holding of this election on the uniform election date set forth below is in conformance with all applicable election laws.

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

SECTION 1. A Special Election shall be held on the 2nd day of November, 2010, a uniform election date, in the CITY OF WINDCREST, TEXAS, which date is not less than seventy (70) days from the date of the adoption of this ordinance (the "Ordinance"), for the purpose of submitting propositions on amendments to the City of Windcrest Home Rule Charter to the Citizens of Windcrest.

SECTION 2. The following measures will be submitted to the qualified voters of the City at the election in the form of propositions in accordance with Section 9.004 of the Texas Local Government Code and other applicable laws:

Measure No. 1

SHALL SECTION 3.02 OF THE CITY CHARTER REGARDING THE POWERS OF THE MAYOR BE AMENDED AS FOLLOWS?

Section 3.02 Mayor

The person elected Mayor shall be the governmental and ceremonial head of the City government and Chief Administrative Officer. The Mayor shall preside over all meetings of the City Council. The Mayor will be able to vote only to break a tie vote of the City Council.

Measure No. 2

SHALL SECTION 3.03 OF THE CITY CHARTER REGARDING THE POWERS OF THE CITY COUNCIL BE AMENDED AS FOLLOWS?

Section 3.03 Powers of the City Council

All powers of the City and the determination of all matters of policy shall be vested in the City Council. Except where in conflict with and otherwise expressly provided by this Charter, the City Council shall have all powers authorized to be exercised by the City Council in accordance with the laws of the State of Texas. Among the exclusive powers that may be exercised by the City Council, the following are hereby enumerated for greater certainty:

- 1) Appoint and remove the City Manager, all City Officers and Department Heads;
- 12) Establish the city's organizational chart and the number and position of employees;
- 13) Adopt Robert's Rules of Order governing City Council parliamentary procedures and amend such rules as necessary.

Measure No. 3

SHALL SECTION 3.09 D. OF THE CITY CHARTER REGARDING VACANCIES ON CITY COUNCIL BE AMENDED AS FOLLOWS?

Section 3.09 Vacancies on the City Council

- D. In the event that a legal quorum of the elected City Council cannot be convened due to a disaster resulting in multiple injuries, deaths, or forfeiture of offices, the surviving City Council members and ~~appointed City officers~~ the Board chairs, and if necessary, the Board Vice Chairs of the Economic Development Corporation, Planning and Zoning Commission and Board of Adjustment in numbers sufficient to constitute an interim City Council shall within fifteen (15) days of such disaster, or as provided in the Texas Election Code, call for an election to fill all vacant City Council positions. Such constituted interim City Council shall serve until the requested election occurs.

Measure No. 4

SHALL SECTION 3.10 OF THE CITY CHARTER REGARDING CERTAIN RULES FOR CITY COUNCIL MEETINGS BE AMENDED AS FOLLOWS?

Regular meetings of the City Council shall be held at such times as may be prescribed from time to time by resolution of the City Council. Special meetings shall be called by the City Secretary upon the written request of the Mayor, the City Manager, or two (2) members of the City Council. Notice of any regular or special meetings of the City Council shall state the subjects(s) to be considered at the meeting and shall be posted to the public in accordance with the laws of the State of Texas. A quorum shall consist of three (3) City Council members. The City Council ~~shall determine its own rules of procedure~~ may sanction its members for misconduct and may compel the attendance of absent members. Items may be placed on the agenda by the request of the Mayor, the City Manager, or a City Council Member. Posted agendas will provide for "Citizens to be Heard" allowing citizens the opportunity to address the City Council on topics not on the agenda for no more than three minutes. Citizens shall also have an opportunity to address the council during consideration of the posted agenda items for no more than six minutes. These opportunities for citizens to speak will be included in the agendas of all Council Meetings, Special Council Meetings and Workshops. This rule applies to all boards and city commissions.

Measure No. 5

SHALL SECTION 3.13 OF THE CITY CHARTER REGARDING THE PROCESS FOR PASSING OF ORDINANCES BE AMENDED AS FOLLOWS?

Section 3.13 Procedures for Passage of Ordinances and Resolutions

- A. Passage. Ordinances shall be introduced to the City Council only in written or printed form. The subject or subjects of all ordinances shall be clearly expressed in the title. Except as may otherwise be prescribed in the Charter, an ordinance shall not be finally passed at the meeting of the City Council at which it is first introduced, but it shall then be read, and the City Council will determine whether it shall be rejected or further considered at a subsequent meeting of the City Council. If rejected, no further action shall be required. Upon second reading, the ordinance may be adopted and enacted. The affirmative vote of three (3) or more members of the City Council is required to enact any ordinance. ~~During the first reading of an ordinance, the Council may determine that the first reading is sufficient for adequate consideration. A motion for first and only reading of an ordinance may be made and passed upon the affirmative vote of a majority of the entire City Council membership, excluding the Mayor. The City Council may then proceed to vote, pass and adopt the ordinance on the first reading.~~
- B. ~~Enacting clause. The enacting clause of all ordinances shall be "BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS;" and every ordinance shall be authenticated by the signature of the Mayor or Mayor Pro Tempore and the City Secretary.~~
- C. Penalty and Franchise Ordinances
- D. Resolutions and Ordinances. The City Council shall evidence its official actions by written ordinances, resolutions, or oral motions. The style of all ordinances shall be: "Be it ordained by the City Council of the City of Windcrest, Texas;" and the style of all resolutions shall be: "Be it Resolved by the City Council of the City of Windcrest." ~~Each proposed ordinance shall not be amended or repealed except by adoption of another ordinance. Every ordinance shall be authenticated by the signature of the Mayor, or in the Mayor's absence the Mayor Pro Tempore. The City Secretary shall attest all signatures.~~ All Ordinances and resolutions passed by the City Council shall become effective immediately from and after passage except where publication of a caption is required or where the ordinance, State law, or other provisions of this Charter provide otherwise, in which case the effective date shall be as prescribed in the ordinance.

Measure No. 6

SHALL SECTION 4.04 OF THE CITY CHARTER REGARDING FILING FOR OFFICE BE AMENDED AS FOLLOWS?

Section 4.04 Candidates; Filing for Office

Any qualified person as prescribed by Section 3.04 of this Charter may apply to be placed on the official ballot for the position of Council Member or Mayor. The application shall be made in accordance with all applicable laws and shall state that the candidate agrees to serve if qualified and elected. Each candidate shall execute such oath and other official form or affidavit as required by the Texas Election Code. The City Secretary shall review the application and notify the candidate

whether or not the application satisfies the requirements of this Charter and the Texas Election Code. If an application is insufficient, the City Secretary shall return it ~~immediately~~ within three (3) business days of submission with a written statement of such insufficiency to the candidate ~~with a statement of such insufficiency~~. The candidate may file a new application within the regular time for filing application. The City Secretary shall keep on file all applications in accordance with State Law.

Measure No. 7

SHALL SECTION 5.01 OF THE CITY CHARTER REGARDING THE CREATION OF CITY DEPARTMENTS BE AMENDED AS FOLLOWS?

Section 5.01 Creation of Departments

~~There shall be such City departments as are required to be maintained by this Charter, and as are established by ordinance, all of which shall be under the control and direction of the City Manager. The City Council shall approve personnel policies and guidelines, and shall, by ordinance, have the power to establish City offices or departments not provided for in this Charter, and to discontinue, redesignate, or combine any of the departments and City offices established by ordinance. Employees shall be bonded and/or insured as required by law, at the City's expense. The City Council may, at the City's expense, require bonding and/or insurance in addition to the legal requirements. The City Council shall not make any changes in any personnel policy guideline, department organization, or the City organization until it hears the City Manager's recommendations.~~

Measure No. 8

SHALL SECTION 5.02.2 OF THE CITY CHARTER REGARDING CITY COUNCIL AUTHORITY TO INTERFERE WITH THE CITY MANAGER'S RESPONSIBILITIES BE AMENDED AS FOLLOWS?

Section 5.02 City Manager

Section 5.02.2 Direction and Supervision of Employees, Department Heads

The City Manager shall be administrative officer of the City and shall be responsible to the City Council for the proper administration of all the affairs and business of the City. ~~The City Council or its members shall not interfere in any manner with the City Manager in the performance of the duties of that office or prevent him from exercising his own judgment.~~ Except for the purpose of inquiry, the City Council and its members shall deal with the City staff ~~solely~~ through the City Manager, and neither the City Council nor any member not having administrative or executive functions under this Charter shall give orders to any of the subordinates of the City Manager either publicly or privately.

Measure No. 9

SHALL SECTION 5.02.3.b OF THE CITY CHARTER REGARDING THE CITY MANAGER'S

POWERS AND DUTIES BE AMENDED AS FOLLOWS?

Section 5.02 City Manager

Section 5.02.3 Specific Powers and Duties

- b) ~~Appoint Hire~~, suspend or remove any ~~officer or~~ employee of the City, except those ~~officers~~ employees appointed by the City Council and as otherwise specifically provided in this Charter.

Measure No. 10

SHALL SECTION 5.03. OF THE CITY CHARTER REGARDING THE CITY MANAGER'S POWERS AND DUTIES BE AMENDED BY ADDIING A SUBSECTION "M" AS FOLLOWS?

Section 5.02 City Manager

Section 5.02.3 Specific Powers and Duties

- m) Approve contracts and budget line items not to exceed \$25,000.

Measure No. 11

SHALL SECTION 5.04.1 OF THE CITY CHARTER REGARDING APPOINTMENT AND COMPENSATION OF THE CITY SECRETARY BE AMENDED AS FOLLOWS?

Section 5.04 City Secretary

Section 5.04.1 Appointment, ~~Removal~~ and Compensation

The City Council ~~in consultation with the City Manager~~ shall appoint the City Secretary and such Assistant City Secretaries as the City Council shall deem advisable. The City Secretary shall receive compensation as may be fixed by the City Council. ~~The Secretary shall be provided an office in the City Hall sufficient to maintain records entrusted to the City Secretary's care and shall be entitled to a seat at the City Council table at all official meetings.~~ If the City Secretary is temporarily unable to perform appointed duties, the ~~City Secretary or City Manager~~ or City Council may designate an alternate.

Measure No. 12

SHALL SECTION 6.01 OF THE CITY CHARTER REGARDING THE NUMBER FINANCE DEPARTMENT BE AMENDED AS FOLLOWS?

Section 6.01 Finance Department

The Department of Finance shall be established and maintained and the head of such department shall be the Municipal Finance Officer. The Municipal Finance Officer shall be appointed by the

City ~~Manager Council~~ and report directly to the City ~~Manager Council~~. The Municipal Finance Officer shall have knowledge of municipal accounting and experience in budgeting and financial control. Such Officer shall provide a bond with such surety and in such amount as the City Council may require. The City shall pay the premium on such bond.

Measure No. 13

SHALL THE FOLLOWING UNDERLINED LANGUAGE IN SECTION 7.3 OF THE CITY CHARTER BE AMENDED AS FOLLOWS?

Section 7.3 Petition Form, Content and Process

All papers and pages of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature on the petition shall comply with the provisions of Section 277.002, Validity of Petition Signatures, Texas Election Code. ~~Initiative and referendum petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered. Recall petitions shall contain the name of the City official, who is subject of the recall the statement of charges or grounds for recall (at least 250 but not more than 400 words), and the response (250-400 words), if any, of the official. If the official did not respond, the petition shall so state. The petition bearer or carrier shall give each potential signer of the recall petition sufficient time to read both the statement of charges and the charged Official's response, if any, before signing the petition. Within five (5) working days of receipt of a recall petition, the City Secretary shall serve the City official who is subject of the recall, a copy of the recall petition charges or allegations. Within five (5) working days after the City official is served a copy of the recall petition charges or allegations, he may file a written response with the City Secretary for inclusion with the circulated petition. The petition bearer or carrier shall submit to the City Secretary, written statement, along with the completed petition, attesting that: (1) He personally circulated the petition documents; (2) all signatures were affixed in his presence; (3) he believes the signatures to be the genuine signatures of the persons whose names they purport to be; and (4) each signer had an opportunity before signing to read the full text of the grounds for recall, the response, if any, of the City official subject to the recall, and the full text of the ordinance proposed or sought to be reconsidered.~~

Measure No. 14

SHALL SECTION 7.4 OF THE CITY CHARTER REGARDING THE NUMBER OF SIGNATURES NECESSARY FOR A RECALL PETITION BE AMENDED AS FOLLOWS?

Section 7.4 Recall Petition

The residents of the City reserve the power to recall any elected official, including but not limited to the Mayor and any or all members of the City Council. Any petition for recall will be filed with the City Secretary. Said petition must be signed by registered voters in the City in a number not less than twenty-five percent (25%) of the number of ~~registered voters~~ voters who cast a vote in the last

Mayoral election in the City of Windcrest. Recall petitions shall contain the name of the City Official who is the subject of recall, the statement of charges or grounds for recall (at least 250 but no more than 400 words). The petition bearers or carriers shall give each potential signer of the recall petition time to read the statement of charges before signing the petition. Within five (5) working days of receipt of a recall petition, or as soon as practicable, the City Secretary shall serve the City official who is subject of the recall a copy of the recall petition charges or allegations. Within five (5) working days after the City official is served a copy of the recall petition charges or allegations, the City official may file a written response with the City Secretary.

Measure No. 15

SHALL SECTION 7.4.2 OF THE CITY CHARTER REGARDING LIMITATIONS ON RECALLS BE AMENDED FOLLOWS?

Section 7.4.2 Two Year Recall Limitations and Consecutive Term Exception

Elected officials Any official elected for a term of two (2) years or less shall not be subject to recall during the first six (6) months of that officials first term of office. during that official's first two (2) year term of office. Officials elected to successive consecutive terms of office, where the total time in office will be in excess of two (2) years, shall be subject to recall beginning on the first day of the elected official's second term of office. The final six (6) months of an elected official's second and successive consecutive terms of office term of office shall be exempt from recall.

Measure No. 16

SHALL SECTION 7.4.3 OF THE CITY CHARTER REGARDING THE REVIEW OF A RECALL PETITION BE AMENDED FOLLOWS?

Section 7.4.3 Review of Petition

The recall petition, with the required number of signatures of registered voters of the City, and all papers and documents supporting the allegations in the petition, shall be filed with the City Secretary. The City Secretary and the City Attorney shall review the petition for recall to determine that it meets the requirements of this Charter and State law. The City Secretary shall certify, or return a petition found not in compliance with this Charter to the petitioners committee with the written findings of noncompliance clearly stated within ten (10) calendar days of submission. The petitioners committee may correct administrative errors or omissions in the petition and may resubmit the corrected petition to the City Secretary within ten (10) calendar days. ~~The petitioners committee may resubmit a corrected petition to the City Secretary. Substantive errors, including, but not limited to an inadequate number of signatures, may not be corrected and shall terminate the petition. Upon determining that the petition meets the requirements established in this Charter, the City Secretary shall certify the petition. The City Secretary shall provide one copy of the certified petition to the petitioners committee and one to the City Council. The City Secretary shall certify or return the petition within thirty (30) calendar days from the time of receipt.~~

Measure No. 17

SHALL SECTION 7.4.4 OF THE CITY CHARTER REGARDING PROCEDURES FOR INITIATIVES AND REFERENDUM BE AMENDED AS FOLLOWS?

Section 7.4.4 Procedure After Certification

Upon certification of the petition, the elected official made the subject of the petition may resign. If the official chooses not to resign, the official may, within five (5) working days of the petition's certification, request in writing to the City Secretary a public hearing. At the hearing the elected official and petitioners may present facts and arguments ~~in opposition to the petition~~. The public hearing will be held not sooner than five (5) ~~working days after its request, nor later than fifteen (15) working days after its request.~~ The evidence at the hearing shall consist of the petition, the petitioner's evidence and the elected official's response, which may be written, documentary, verbal or a combination of all three. This hearing is not a trial. ~~The petitioner(s) may attend, but may not otherwise participate.~~ A separate hearing must be allowed, if requested, for each elected official who is the subject of a recall petition. If, at the conclusion of the hearing, the official who is the subject of the recall petition chooses not to resign, the City Council shall order a recall election for the next regular election date.

Measure No. 18

SHALL SECTION 7.5 OF THE CITY CHARTER REGARDING THE FORM AND REVIEW OF PETITIONS BE AMENDED AS FOLLOWS?

Section 7.5 Procedures for Initiatives and Referendum

Initiative or referendum may be initiated under this Charter by submitting a petition to the City Secretary stating that the purpose of the petition is to initiate an ordinance, or, to request repeal of an ordinance or other action by the City Council. The petition must contain the verified signatures in a number of at least 20% of the ~~registered voters~~ number of voters who cast a vote in the last Mayoral election in the City of Windcrest. ~~The petitioners' committee must give notice of intent to request initiative or referendum to the City Secretary prior to the solicitation and obtaining of signatures on the petition.~~ The filing of a petition for referendum with the City Secretary, which is found in compliance with this Charter, shall postpone the enforcement of the ordinance in question until the issue has been submitted to the voters.

Measure No. 19

SHALL SECTION 7.5.1 OF THE CITY CHARTER REGARDING THE FORM AND REVIEW OF PETITIONS BE AMENDED AS FOLLOWS?

Section 7.5.1 Form and Review of the Petition

The petition shall be readable, understandable, and clearly state the action being requested. Within

~~thirty (30)-ten (10)~~ calendar days of the filing of the petition, the City Secretary and the City Attorney shall determine if the petition meets the requirements set forth in this Charter. If so, the City Secretary shall submit it to the City Council at the next regularly scheduled meeting. If the petition fails to meet the requirements of this Charter, the City Secretary shall within ten (10) calendar days return it to the petitioners committee stating reasons for its return. ~~Administrative Insufficiencies may be corrected within ten (10) working days of notice, however, substantive errors or failures including, but not limited to, an inadequate number of signatures, shall terminate the petition. The City Secretary shall notify the petitioners committee if the petition has been terminated within thirty (30) calendar days.~~

PROPOSITION NO. 1

FOR/AGAINST The amendment of Section 3.02 of the City Charter to expand the Mayor's powers from being the governmental and ceremonial head of the City to also being the Chief Administrative Officer of the City.

PROPOSITION NO. 2

FOR/AGAINST The amendment of Section 3.03 of the City Charter taking the authority to appoint and remove City Officers away from the City Manager and giving that power exclusively to the City Council.

PROPOSITION NO. 3

FOR/AGAINST The amendment of Sections 3.03 and 5.03 of the City Charter taking the authority to hire and remove City Department Heads away from the City Manager and giving that power exclusively to the City Council

PROPOSITION NO. 4

FOR/AGAINST The amendment of Section 3.03 of the City Charter to give the power to establish the City's organizational chart exclusively to the City Council.

PROPOSITION NO. 5

FOR/AGAINST The amendment of Section 3.03 of the City Charter to give the power to determine the number and positions of employees within the City exclusively to the City Council.

PROPOSITION NO. 6

FOR/AGAINST The amendment of Sections 3.03 and 3.10 of the City Charter deleting the requirement that City Council determine its own rules of procedure and

providing that they have the exclusive power to adopt and amend Robert's Rules of Order as their rules of procedure.

PROPOSITION NO. 7

FOR/AGAINST The amendment of Section 3.09 of the City Charter changing the individuals who would make up an interim City Council in the case of disaster that results in the inability of the City Council to meet in a legal quorum from "appointed City Officers" to "Board chairs, and if necessary, the Board Vice Chairs of the Economic Development Corporation, Planning and Zoning Commission and Board of Adjustment."

PROPOSITION NO. 8

FOR/AGAINST The amendment of Section 3.10 of the City Charter to allow the City Manager to place an item on the agenda for a City Council meeting.

PROPOSITION NO. 9

FOR/AGAINST The amendment of Section 3.10 of the City Charter to allow the Mayor to place an item on the agenda for a City Council meeting.

PROPOSITION NO. 10

FOR/AGAINST The amendment of Section 3.10 of the City Charter to an individual Council Member to place an item on the agenda for a City Council meeting.

PROPOSITION NO. 11

FOR/AGAINST The amendment of Section 3.10 of the City Charter to provide opportunity for citizens to speak at Regular City Council meetings regarding items not on the agenda for no more than three (3) minutes.

PROPOSITION NO. 12

FOR/AGAINST The amendment of Section 3.10 of the City Charter to provide opportunity for citizens to speak at Special City Council meetings regarding items not on the agenda for no more than three (3) minutes.

PROPOSITION NO. 13

FOR/AGAINST The amendment of Section 3.10 of the City Charter to provide opportunity for citizens to speak at City Council Workshops regarding items not on the agenda for no more than three (3) minutes.

PROPOSITION NO. 14

FOR/AGAINST The amendment of Section 3.10 of the City Charter to provide opportunity for citizens to speak at Regular City Council meetings regarding items on the agenda for no more than six (6) minutes.

PROPOSITION NO. 15

FOR/AGAINST The amendment of Section 3.10 of the City Charter to provide opportunity for citizens to speak at Special City Council meetings regarding items on the agenda for no more than six (6) minutes.

PROPOSITION NO. 16

FOR/AGAINST The amendment of Section 3.10 of the City Charter to provide opportunity for citizens to speak at City Council Workshops regarding items on the agenda for no more than six (6) minutes.

PROPOSITION NO. 17

FOR/AGAINST The amendment of Section 3.10 of the City Charter to provide opportunity for citizens to speak at all Regular Board and Commission meetings regarding items not on the agenda for no more than three (3) minutes.

PROPOSITION NO. 18

FOR/AGAINST The amendment of Section 3.10 of the City Charter to provide opportunity for citizens to speak at all Regular Board and Commission meetings regarding items on the agenda for no more than six (6) minutes

PROPOSITION NO. 19

FOR/AGAINST The amendment of Section 3.13 of the City Charter changing the requirement that the City Secretary "authenticate every ordinance with her signature" to the requirement that the City Secretary "attest all signatures" on an ordinance.

PROPOSITION NO. 20

FOR/AGAINST The amendment of Section 3.13 of the City Charter deleting the requirement that the enacting clause of all ordinances be "Be it ordained by the City Council of the City of Windcrest, Texas:"

PROPOSITION NO. 21

FOR/AGAINST The amendment of Section 3.13 B. of the City Charter to incorporate part of said section into section 3.13.D.

PROPOSITION NO. 22

FOR/AGAINST The amendment of Section 3.13 D. of the City Charter deleting the provision which requires all proposed ordinances be amended or repealed only by adoption of another ordinance.

PROPOSITION NO. 23

FOR/AGAINST The amendment of Section 4.04 of the City Charter to change the requirement for the City Secretary to return an insufficient application for a place on the ballot to the applicant from “immediately” to “within three (3) business days.”

PROPOSITION NO. 24

FOR/AGAINST The amendment of Section 5.01 of the City Charter to delete the requirement that the City have such “City departments as are required to be maintained by this Charter, and as are established by ordinance.”

PROPOSITION NO. 25

FOR/AGAINST The amendment of Section 5.01 of the City Charter to take the authority to control and direct City Departments away from the City Manager.

PROPOSITION NO. 26

FOR/AGAINST The amendment of Section 5.01 of the City Charter deleting the requirement that the City’s employees be bonded or insured as required by law at the City’s expense.

PROPOSITION NO. 27

FOR/AGAINST The amendment of Section 5.01 of the City Charter deleting the requirement that the City Council first get the opinion of the City Manager before it makes changes to any personnel policy guideline.

PROPOSITION NO. 28

FOR/AGAINST The amendment of Section 5.01 of the City Charter deleting the requirement that the City Council first get the opinion of the City Manager before it makes changes to any department organization.

PROPOSITION NO. 29

FOR/AGAINST The amendment of Section 5.01 of the City Charter deleting the requirement that the City Council first get the opinion of the City Manager before it makes changes to the City's organization

PROPOSITION NO. 30

FOR/AGAINST The amendment of Section 5.02.2 of the City Charter removing the restrictions placed on City Council and City Council Members from interfering with the City Manager in the performance of the duties of that office and preventing the City Manager from exercising his own judgment.

PROPOSITION NO. 31

FOR/AGAINST The amendment of Section 5.02.2 of the City Charter to delete the requirement that the City Council and City Council Members deal with City staff solely through the City Manager.

PROPOSITION NO. 32

FOR/AGAINST The amendment of Section 5.02.3 of the City Charter to take the authority away from the City Manager to appoint, suspend or remove City Officers.

PROPOSITION NO. 33

FOR/AGAINST The amendment of Section 5.02.3 of the City Charter regarding the City Manager's power to change the word "appoint" to "hire."

PROPOSITION NO. 34

FOR/AGAINST The amendment of Section 5.02.3 of the City Charter to limit the City Manager's authority to appoint, suspend and remove employees appointed by the City Council.

PROPOSITION NO. 35

FOR/AGAINST The amendment of Section 5.02.3 of the City Charter to provide the authority to the City Manager to approve budget line items which do not exceed \$25,000.00.

PROPOSITION NO. 36

FOR/AGAINST The amendment of Section 5.04.1 of the City Charter to delete the requirement that the City Council consult with the City Manager in the hiring of the City Secretary.

PROPOSITION NO. 37

FOR/AGAINST The amendment of Section 5.04.1 of the City Charter to delete the requirement that the City Secretary be provided an office at City Hall.

PROPOSITION NO. 38

FOR/AGAINST The amendment of Section 5.04.1 of the City Charter to delete the requirement that the City Secretary be entitled to a seat at the City Council table at all official meetings.

PROPOSITION NO. 39

FOR/AGAINST The amendment of Section 5.04.1 of the City Charter to delete the authority of the City Secretary to designate an alternate City Secretary when he/she is unable to perform his/her duties.

PROPOSITION NO. 41

FOR/AGAINST The amendment of Section 6.01 of the City Charter taking away from the City Manager the authority to appoint the head of the finance department and giving that power to the City Council.

PROPOSITION NO. 42

FOR/AGAINST The amendment of Section 7.3 of the City Charter deleting all provisions which give City Council Members, subject to a recall petition, the right to attach a response to any charges against them to the recall petition circulated for signature.

PROPOSITION NO. 43

FOR/AGAINST The amendment of Section 7.3 of the City Charter deleting the requirement that any circulated petition submitted to the City Secretary contain an attested statement that he personally circulated the petition documents.

PROPOSITION NO. 44

FOR/AGAINST The amendment of Section 7.3 of the City Charter deleting the requirement that any circulated petition submitted to the City Secretary contain an attested statement that all signatures were affixed in his presence.

PROPOSITION NO. 45

FOR/AGAINST The amendment of Section 7.3 of the City Charter deleting the requirement that any circulated petition submitted to the City Secretary contain an attested statement that he believes the signatures to be the genuine signatures of the persons whose names they purport to be.

PROPOSITION NO. 46

FOR/AGAINST The amendment of Section 7.3 of the City Charter deleting the requirements that any circulated petition submitted to the City Secretary contain an attested statement that each signer had an opportunity, before signing, to read the full text of the grounds for recall.

PROPOSITION NO. 47

FOR/AGAINST The amendment of Section 7.3 of the City Charter deleting the requirements that any circulated petition submitted to the City Secretary contain an attested statement that each signer had an opportunity, before signing, to read the full text of the ordinance proposed or sought to be reconsidered.

PROPOSITION NO. 48

FOR/AGAINST The amendment of Section 7.3 of the City Charter to delete the requirement that a circulated initiative and referendum petition contain or have attached the full text of the ordinance proposed or sought to be reconsidered.

PROPOSITION NO. 49

FOR/AGAINST The amendment of Section 7.3 of the City Charter moving certain provisions to Section 7.4.

PROPOSITION NO. 50

FOR/AGAINST The amendment of Section 7.3 of the City Charter changing the time required for the City Secretary to serve a City Official subject to recall a copy of the recall petition from “five (5) working days” to “as soon as practicable.”

PROPOSITION NO. 51

FOR/AGAINST The amendment of Section 7.4 of the City Charter decreasing the number of necessary signatures for recall petition from “twenty-five percent (25%) of the number of registered voters in the City of Windcrest” to “twenty-five percent (25%) of the number of voters who cast a vote in the last Mayoral election in the City of Windcrest.”

PROPOSITION NO. 52

FOR/AGAINST The amendment of Section 7.4.2 of the City Charter expanding the time to recall a City Official by deleting the provision which exempts officials elected for a term of two (2) years from being recalled in their first term and adding a provision that “elected officials shall not be subject to recall during the first six (6) months of that official’s first term of office.”

PROPOSITION NO. 53

FOR/AGAINST The amendment of Section 7.4.3 of the City Charter to broadening a petitioners’ committee authority to correct substantive errors to their petition, including but not limited to corrections to inadequate number of signatures, after it has been submitted to the City Secretary in order to avoid the petition being terminated.

PROPOSITION NO. 54

FOR/AGAINST The amendment of Section 7.4.3 of the City Charter regarding the review of a recall petition to change the requirement that the City Secretary return a petition from within “thirty (30) calendar days from the time of receipt” to within “ten (10) calendar days of submission.”

PROPOSITION NO. 55

FOR/AGAINST The amendment of Section 7.4.3 of the City Charter regarding the review of a recall petition adding the requirement that the City Secretary “certify” a petition within a certain time frame.

PROPOSITION NO. 56

FOR/AGAINST The amendment of Section 7.4.3 of the City Charter regarding the review of a recall petition adding the requirement that findings of non-compliance in a petition be stated in “writing.”

PROPOSITION NO. 57

FOR/AGAINST The amendment of Section 7.4.4 of the City Charter eliminating the right of a city official, who is the subject of a recall petition, to present facts and arguments in opposition to a recall petition at a public hearing.

PROPOSITION NO. 58

FOR/AGAINST The amendment of Section 7.4.4 of the City deleting the following language: “working days after its request, nor later than fifteen (15) working days after its request. The evidence at the hearing shall consist of the”

PROPOSITION NO. 59

FOR/AGAINST The amendment of Section 7.4.4 of the City adding the following language: “the petitioner’s evidence”

PROPOSITION NO. 60

FOR/AGAINST The amendment of Section 7.4.4 of the City Charter to allow an individual who filed a recall petition to participate in a public hearing requested by a city official subject to the recall petition.

PROPOSITION NO. 61

FOR/AGAINST The amendment of Section 7.5 of the City Charter decreasing the number of necessary signatures for an initiative or referendum petition from “twenty percent (20%) of the number of registered voters in the City of Windcrest” to “twenty percent (20%) of the number of voters who cast a vote in the last Mayoral election in the City of Windcrest.”

PROPOSITION NO. 62

FOR/AGAINST The amendment of Section 7.5.1 of the City Charter changing the requirement that the City Secretary certify or return a petition within “thirty (30) calendar days” of the filing of the petition to within “ten (10) calendar days” of the filing of the petition.

PROPOSITION NO. 62

FOR/AGAINST The amendment of Section 7.5.1 of the City Charter changing the requirement that the City Secretary return a deficient initiative or referendum petition within “ten (10) calendar days” the determination that it is deficient.

PROPOSITION NO. 63

FOR/AGAINST The amendment of Section 7.5.1 of the City Charter removing all limits currently placed on a petitioners committee to correct substantive errors to initiative and referendum petitions after they have been submitted to the City Secretary.

SECTION 3. Voting on Election Day and during early voting shall be done on Election Systems & Software, Inc. (ES&S) iVotronic™ Touch Screen Voting Unit with ballot tabulation performed by Bexar County Elections Administrator. Voting by Mail ballot and Provisional Voting shall be done by paper ballot.

SECTION 4. The polling place designated for City voting precincts 4050, 4051, 4107 and 4189, for voting in the November 2nd 2010 Special Election shall be designated by the Bexar Elections Administrator and such polling place shall be open on said Election Day from 7:00 a.m. to 7:00 p.m.

SECTION 5. The polling place and hours for City voting precincts 4050, 4051, 4107 and 4189 for Early Voting for the November 2nd 2010 Special Election shall be designated by the Bexar Elections Administrator. The first day of Early Voting shall be October 18, 2010 and the last day of Early Voting shall be October 29, 2010.

SECTION 6. Applications for ballot by mail shall be mailed to the Bexar Elections Administrator, 203 W. Nueva, Suite 631, San Antonio, Texas 78207. Applications for ballots by mail must be received by the Elections Administrator no later than the close of business on October 27, 2010.

SECTION 7. Jacqueline F. Callanen, Bexar Elections Administrator, is designated as the election officer to conduct the continuation election and Early Voting for the continuation election. She shall appoint a sufficient number of clerks to assist in the proper conduct of the continuation election and other persons to serve with her as a Early Voting Ballot Board.

SECTION 8. All resident qualified electors of the City shall be permitted to vote at the election and on the day of the election, such electors shall vote at the designated polling place. The election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, and Chapter 327, as amended, Texas Tax code, and as may be required by any other law. All election materials and proceedings shall be printed in both English and Spanish. The reauthorized sales and use tax shall expire, unless reauthorized, as provided by the provisions of Section 327.007, as amended, Texas Tax Code.

SECTION 9. A substantial copy of this Ordinance shall serve as proper notice of the election. Such notice, including a Spanish translation thereof, shall be posted not later than the 21st day before the election on the bulletin board used for posting notices of meetings of the City Council and shall also be published at least once not earlier than the 30th day nor later than the 10th day before the election in a newspaper of general circulation in the City.

SECTION 10. The City Manager of the City of Windcrest is authorized to enter into a contract with Bexar County Elections Administrator to conduct the election ordered herein and committing to pay the fee charged by the Bexar County Elections Administrator for such services. The City Manager is furthermore authorized to enter into a contract for the conduct of a joint election with other governmental entities in Bexar County, Texas.

SECTION 11. This Ordinance shall be in force and effect from and after the date of its adoption, and it is so ordained.

PASSED and APPROVED this 19th day of April, 2010.

Richard Bruns, Mayor

ATTEST:

Heather Weidenbach, Acting City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney

TO: Mayor and City Council thru Acting City Manager
FROM: David Cadena, Jr., Director of Building Services
DATE: April 19, 2010
SUBJECT: Amending Ordinance 58P

BACKGROUND INFORMATION

Ordinance 58P passed and approved on March 1, 1974, amended Zoning Ordinance 58 to require that the Windcrest Golf Club seek specific approval from the City council to do any construction, alteration, reconstruction, or razing of buildings or other structures.

A public hearing was held before the Planning and Zoning Commission on April 1, 2010 to hear their request to remove such wording and allow them to do necessary work without first seeking City Council approval. The public hearing notice was published in a newspaper of general circulation and all owners within a 200 foot radius were notified of the public hearing as required by law.

There was no opposition from the public to this request.

The Planning and Zoning Commission unanimously voted to, in essence, repeal Ordinance 58P by removing all of Section 1 of Ordinance 58P and allow the Windcrest Golf Club to do any construction to their facility without first seeking City Council approval.

RECOMMENDATION

The Planning and Zoning Commission is recommending to the City Council of the City of Windcrest to repeal Ordinance number 58P.

Staff concurs with this recommendation.

ORDINANCE NO. 58 P

AN ORDINANCE AMENDING ORDINANCE NO. 58, THE ZONING ORDINANCE OF THE CITY OF WINDCREST, TEXAS, AND DESIGNATING PLACES AND AREAS OF CULTURAL IMPORTANCE AND RESTRICTING CONSTRUCTION, ALTERATION, RE-CONSTRUCTION OR RAZING OF BUILDINGS AND OTHER STRUCTURES THEREON.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS, THAT:

Ordinance No. 58, Zoning Ordinance of the City of Windcrest, Texas, be and the same is hereby amended and changed so that:

Section 1. There shall be added to Section 4, the following Paragraph 7:

"7. The golf course and golf club area presently situated within the corporate limits of the City of Windcrest, Texas, and being Block III, Lot I, Windcrest Unit 27, filed with the Bexar County Clerk Volume 7200 Pages 161 and 162, is hereby designated an area of cultural importance and significance, and no construction, alteration, reconstruction, or razing of buildings and other structures shall be made or permitted thereon without prior specific approval by the City Council of the City of Windcrest, Texas."

PASSED AND APPROVED for publication this 11 day of March, 1974.

Mayor

James Seal

ATTEST:

Paul W. Headley Jr.
City Secretary

[Signature]
City Attorney

ORDINANCE NO. 613

AN ORDINANCE REPEALING ORDINANCE NO. 58P, ENACTED ON MARCH 11, 1974, WHICH REQUIRED CITY COUNCIL APPROVAL FOR CONSTRUCTION, ALTERATION, RECONSTRUCTION OR RAZING OF BUILDINGS.

WHEREAS, it is the desire of the City Council of the City of Windcrest to protect the health, safety, and general welfare of the citizens of Windcrest; and

WHEREAS, the City Building Code provides ample protection for the construction of buildings and structures in the City with the assurance of quality workmanship and materials.

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

That Ordinance No. 58P, enacted on March 11, 1974, is hereby repealed.

PASSED and APPROVED this 19th day of April, 2010.

Richard Bruns, Mayor

ATTEST:

Heather Weidenbach, Acting City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney

ORDINANCE NO. 497

ESTABLISHING THE MINIMUM REGULATIONS GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES; BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS, ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE; AND THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE AND THE DEMOLITION OF SUCH STRUCTURES

WHEREAS, it is the desire of the City Council of the City of Windcrest to protect the health, safety, and general welfare of the citizens of Windcrest; and,

WHEREAS, quality control and assurance of building construction is imperative to protect the health, safety, and general welfare of the citizens of Windcrest; and,

WHEREAS, the latest editions of the international codes as published by the International Code Council and the National Fire Protection Association provide a means of providing quality control and assurance of building construction; and,

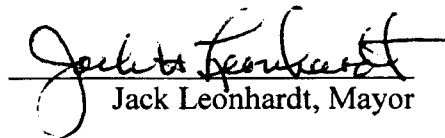
WHEREAS, the costs and fees associated with implementing the building codes and performing the necessary inspections should be paid by the users of the services rather than the taxpayers; and,

WHEREAS, the current provisions are in need of upgrading and clarification;

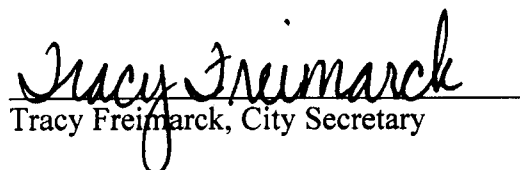
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS:

The provisions of Chapter 5 of the Code of Ordinances of the City of Windcrest are hereby amended by repealing the current provisions and replacing them with the attached document herein after known as Chapter 5 BUILDING AND BUILDING CODE.

PASSED AND APPROVED THIS 22nd DAY of MAY, 2006.


Jack Leonhardt, Mayor

ATTEST:


Tracy Freimarck, City Secretary

Att. 5

ORDINANCE NO. 497A

AN ORDINANCE REPEALING EXISTING CHAPTER 5 BUILDING AND BUILDING CODE OF THE CODE OF ORDINANCES AND ADOPTING A NEW CHAPTER 5 IN ITS PLACE ESTABLISHING THE MINIMUM REGULATIONS GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES; BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS, ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE; PROVIDING FOR THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE AND THE DEMOLITION OF SUCH STRUCTURES; AND ESTABLISHING PENALTIES AND ENFORCEMENT PROCEDURES FOR VIOLATION OF SUCH REGULATIONS.

WHEREAS, it is the desire of the City Council of the City of Windcrest to protect the health, safety, and general welfare of the citizens of Windcrest; and

WHEREAS, quality control and assurance of building construction is imperative to protect the health, safety, and general welfare of the citizens of Windcrest; and

WHEREAS, the latest editions of the international codes as published by the International Code Council and the National Fire Protection Association provide a means of providing quality control and assurance of building construction; and

WHEREAS, the costs and fees associated with implementing the building codes and performing the necessary inspections should be paid by the users of the services rather than the taxpayers; and

WHEREAS, the current provisions are in need of upgrading and clarification.

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

The provisions of Chapter 5 of the Code of Ordinances of the City of Windcrest are hereby amended by repealing the current provisions and replacing them with the attached document hereinafter known as Chapter 5 BUILDING AND BUILDING CODE.

PASSED and APPROVED this 19th day of April, 2010.

Richard Bruns, Mayor

ATTEST:

Heather Weidenbach, Acting City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney

CHAPTER 5

BUILDING AND BUILDING CODE SYNOPSIS

5.100	General Provisions	5.600	Schedule of Fees
5.200	Definitions	5.700	Certificates of Occupancy
5.300	International Building Code	5.800	Dangerous/Abandoned Structures
5.400	Permits, Inspection Officers	5.900	Street Excavations
5.500	General Requirements - All Zoning Districts		

Subchapt.	5.100	GENERAL PROVISIONS
Sec.	5.101	PROCEDURES OUTLINED

The procedures outlined herein provide basic guidance for the issuance of building permits by the City of Windcrest's Director of Building Services, for the review of building permit applications and the necessary documents related thereto, and for the resulting inspections of construction by the City of Windcrest Inspector.

Sec. 5.102 STANDARDS OF CONSTRUCTION

The bases for the standards of construction are the International Codes. It is understood that only those portions of those Codes, pertinent to the interest of the City of Windcrest, will be utilized.

Subchapt. 5.200 DEFINITIONS

For the purposes of this Chapter, certain terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural, the plural the singular. The word BUILDING shall include the word STRUCTURE, the word LOT shall include the word PLOT, and the word SHALL is mandatory and not merely permissive or directory.

1. ACCESSORY BUILDINGS AND USE: A subordinate building or a portion of the main building, the use of which is incidental to that of the main building or to the main use of the premises. An accessory use is one which is incidental to the main use of the premises.
2. ALTERATION: Any change or modification in construction or occupancy.
3. BUILDING: Any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, chattels, or property.
4. CITY: The City of Windcrest, Texas.
5. CONSTRUCTION: The erection of a structure.
6. DEMOLITION: The whole or partial destruction of an existing building in preparation for reuse of the land area.
7. DISTRICT: A section or sections of the City of Windcrest, Texas, for which regulations governing the use of buildings and premises, the height of buildings, the size of yards, and the intensity of use are uniform.

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8. ENGINEER: A person duly authorized and properly registered under the provisions of the Texas Engineering Practice Act, as heretofore and hereafter amended, to practice the profession of engineering.
9. ENLARGEMENT: The increasing of the floor area to include the addition of height.
10. ERECTION: The raising and setting of a sign in an upright position, or the building and construction of a building.
11. FINISH OUT: Completion of interior units within a shell building as required by tenant.
12. GRADE LEVEL: The highest point of elevation of the finished surface of the ground, paving, or side walk between the main structure and the property line.
13. LOT: An undivided tract or parcel of land having frontage on a public street and which is, or in the future may be, offered for sale, conveyance, transfer or improvement; which is designated as a distinct and separate tract, and which is identified by a tract or lot number or symbol in a duly approved subdivision plat which has been properly filed for record.
14. PARKING SPACE: An open or enclosed area intended for the parking of vehicles and being at least 9' wide and 20' long, exclusive of the driveways connecting said space with a street or alley. Said parking space and connecting driveways shall be durably surfaced and so arranged to permit satisfactory ingress and egress of an automobile.
15. PERSON: Any individual, association, firm, corporation, governmental agency, or political subdivision.
16. PLAT: A complete and exact plan for the subdivision of a tract of land into lots for building purposes, which, if approved by the governing body, may be submitted to the County Clerk for recording.
17. RECONSTRUCTION: The building of a previously existing structure.
18. SHELL: An outside framework with an unfinished interior, or where four outside walls are completed as a unit with the interior intended to be finished for construction for use as required by tenants.
19. SITING: The location or position of a structure on a site or plat.
20. STRUCTURAL ALTERATIONS: Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams, or girders, or any complete rebuilding of the roof or exterior walls.
21. STRUCTURE: Anything constructed or erected, the use of which requires permanent or temporary location on the ground or attachment to something having a permanent or temporary location on the ground, including, but without limiting the general inclusiveness of the foregoing, advertising signs, billboards, poster boards, fences, and pergolas. (Ord. No. 192, 3/9/87)

Subchapt.	5.300	NATIONAL AND INTERNATIONAL BUILDING CODE
Sec.	5.301	CODES ADOPTED BY REFERENCE

The 2009 editions of the International Building Code, International Mechanical Code, International Plumbing Code, International Fire Code, International Sign Code, International Administrative Code, International Residential Code, International Fuel Gas Code, International Energy Conservation Code and International Property Maintenance Code (including appendices, standards, supplements and errata) are adopted for the City of Windcrest, Texas. Furthermore, the 2008 edition of NFPA, The National electrical Code, and the 2009 edition of the Life Safety Code, both published by the National Fire Protection Association

BUILDING AND BUILDING CODE

(including appendices, standards, supplements and errata), are adopted for the City of Windcrest, Texas. (Ord. No. 588, 06/15/09)

Sec. 5.302 CLARIFICATION

If any provision(s) of the above adopted codes conflict or contravene any provision(s) of the Windcrest Code of Ordinances, the Windcrest Code of Ordinances shall prevail. (Ord. No. 588, 06/15/09)

Subchapt. 5.400 PERMIT & INSPECTION OFFICERS

Sec. 5.401 CREATION OF ENFORCEMENT AGENCY

The Department of Building Services is hereby created and the official in charge thereof shall be known as the Director of Building Services.

Sec. 5.402 CITY INSPECTOR

The City Manager shall appoint a Director of Building Services, subject to approval of the City Council, qualified to serve as a Building Official, Certified Code Enforcement Officer and Permit officer who shall have authority to act for and in behalf of the City of Windcrest in accordance with the provisions of this Chapter.

Sec. 5.403 ASSISTANTS

The Director of Building Services shall have the authority to appoint related technical officers, inspectors, plan examiners and other employees to assist the Director of Building Services in the enforcement of the provisions of this chapter or any chapter within the Code of Ordinances of the City of Windcrest.

Subchapt. 5.500 GENERAL REQUIREMENTS PERTAINING TO ALL ZONING DISTRICTS

Sec. 5.501 PERMITS

No structure, building or parking lot (area), shall be erected, sited, constructed, altered, reconstructed, enlarged, finished out, or demolished (except for those detached accessory buildings specifically described in Section 1203 hereof), in any zoning district of the City of Windcrest, without a permit therefore having first been issued by the Director of Building Services, and no such permit shall be issued unless the tract or lot upon which such structure, building or parking lot (area) is now or is to be located shall have been formally platted as required by Chapter 19, and said plat filed for record in the manner provided by law. (Ord. No. 192, 3/9/87)

The following types of construction work are specifically identified as requiring permits to be issued by the City of Windcrest in the manner prescribed in this Subchapter:

1. New residential building, including mechanical, electrical, and plumbing work.
2. Remodeling and additions, including mechanical, electrical, and plumbing work.
3. All types of roofing, to include replacement of shingles.
4. Fence, new or replacement of an existing fence, when using different material or placed in a different location. (all masonry fences require a permit)
5. Furnace, or central air conditioning, entire new unit or replacement of an existing unit or component.

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6. Flatwork:

- A. Driveways, new or a replacement, including curb cut,
- B. Sidewalks,
- C. Slabs in front or side yards exceeding 16 sq. feet.

7. New irrigation or lawn sprinkler systems or the replacement of backflow prevention.

8. New swimming pools, either above or in the ground.

9. New spas or hot tubs.

10. Masonry mailboxes on public sidewalks.

11. New or replacement water heaters or water softeners.

12. Accessory buildings as defined as defined herein above and (See Chapter 23 for additional accessory building requirements) used as a tool, greenhouse, playhouse, storage shed or similar use, located in an R-1 Zoned District, and erected, sited, constructed, reconstructed, or enlarged must comply with the following requirements:

A. No sewer connections shall be installed. Electrical, water or gas connections may be made with appropriate permits.

B. No more than two (2) buildings, one (1) being a greenhouse, may be erected if other than 90 percent masonry buildings.

C. Buildings shall not be sited or constructed forward of the rear-most portion of the main structure.

D. All accessory buildings shall be set-back not less than ten (10) feet from the main dwelling and not less than three (3) feet from all lot lines and shall not occupy any portion of easements if placed on permanent foundation. If portable the three (3) foot setback applies. Masonry buildings shall not be less than ten (10) feet from all lot lines and shall not occupy any portion of easements.

E. Excluding masonry buildings, buildings will not exceed 144 sq. ft. of interior space nor nine (9) feet in height (above grade level). Grade level is defined as the highest point of elevation of the finished surface of the ground, paving, or sidewalk between the main structure and the property line.

F. Buildings will be of a color which matches or is in harmony with the existing main structure. Masonry buildings will be in harmony in design, color and materials with the existing main structure.

13. Accessory buildings or portable containers used as a storage shed or similar use located in a B-1 or B-2 Zoned District are not permissible without the specific approval of the City Council. The procedures outlined in Sec. 5.1202 will be followed to obtain a building permit for the addition or placement of an accessory building.

14. No temporary or permanent building or structure shall be constructed, erected, sited, altered, enlarged or finished out on any lot forward of the rear most portion of the main structure unless it is attached to the main structure and its walls are at least ninety percent (90%) masonry, such as stone, brick, stone veneer, brick veneer or cement plaster. Attached buildings or structures without walls shall be constructed of cedar, cypress or redwood lumber which is painted or stained to correspond in style and architecture to the main structure to which it is appurtenant. Attached buildings or structures with roofs shall have the same material, color and design as the structure to which it is appurtenant. Any attached building or structure shall not encroach past

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a building setback line in the applicable plat or city code. (Ord. No. 346, 2/21/2000)

15. All temporary or permanent buildings and structures, whether attached or free-standing, shall meet the design loads and anchorage criteria of the International Building Code. An applicant for a building permit shall furnish verification of compliance with such design loads and anchorage criteria. (Ord. No. 346, 2/21/2000)

Sec. 5.502 APPLICATION FOR BUILDING PERMIT

No permit for the erection, construction, alteration, reconstruction, enlargement, finish out, or demolition of any structure, building or parking lot (area) shall be issued by said officer, unless there first shall be filed in the permit office by the applicant therefore, the following documents and/or information: Two complete sets of proposed construction plans drawn to an appropriate scale should be submitted for a building permit. An application for permit must be completed. Plans should be complete, legible and site specific, allowing the plan reviewer to review the drawings and specifications with as minimal questions. A plan review fee will be assessed whether or not the plans are approved.

1. If plans are developed by an architect they must be sealed in accordance with the Architectural Practice Act and must be sealed with the architect's original signature.
2. Plans prepared by an engineer must be sealed in accordance with the Engineering Practice Act and must be sealed with the engineer's original signature.
3. Buildings in which the area is in excess of 5,000 sq. ft. more than two stories in height or with a clear span of over 24 feet, shall have plans sealed in accordance with the Engineering Practice Act. Group R3 (single family dwellings) buildings regardless of size, shall require neither a registered architect or engineer certification.
4. Metal framed structures require structural engineering.
5. Applicant should ensure that proper zoning and platting are accomplished or are in process before submission of plans. If in process it should be so stated. The preliminary plat should be numbered and indicate the subdivision name.
6. Plans marked "Not for construction", "Preliminary", "For bid only", etc., will not be accepted.

Sec. 5.503 GENERAL PLAN REQUIREMENTS

Complete Site Plan - To include:

1. Show the entire lot, not just a part of a lot or lease lines.
2. Include all easements, rights-of-way, existing structures and any proposed construction.
3. Include existing and proposed parking layout.
4. Include existing and proposed sidewalks, approaches and curbs.
5. Show the location of the building within the site.
6. Include grade differentials.

Complete Foundation Plan - Foundation should be designed or engineered in accordance with the City of Windcrest applicable construction codes. All foundations 5,000 sq. ft. or more are required to be engineered as required by the Texas Engineering Practice Act.

Complete Floor Plan - Drawn to an appropriate scale.

1. Plans for an addition to an existing building or lease space shall show the entire existing floor plan and use, as well as the proposed addition, noting all room and their use; i.e., receptionist, lunch room den, bath, etc.
2. Any existing walls to be removed should be shown, as well as any new walls to be constructed.

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Typical Wall Section - Indicate the method of construction and fire-resistive capacity, if applicable.

Complete Mechanical Layout - Include trunk lines, ducts, diffusers, etc.

Complete Plumbing Layout - Include type of material, size of drain, waste and vents, and gas and water piping. Show location of fixtures and appliances.

Complete Construction Documents relating to IECC - Indicated the systems approach for the entire building and its energy using subsystems. Indicate which Chapter of the IECC(4, 5, or 6) is being used in calculations. RESCHECK or MECHECK may be submitted in lieu of above.

The City Council may consider an appeal of any refusal of the Director of Building Services to issue any permit for any building, or use of any premises which would violate the provisions of this chapter.

Sec. 5.504 EXPIRATION

Permits issued under the provisions of this Subchapter, shall expire and shall become null and void if the work authorized by such permit is not commenced within ninety (90) days from the date of such permit or if the work authorized by such permit is suspended or abandoned any time after the work is commenced for a period of sixty (60) consecutive days, unless a time extension is requested and is issued by the City Permit Officer. In the event of expiration of a building permit, before such work can be recommenced, a new permit shall first be obtained, and a fee assessed shall be one-half (1/2) the amount required for a new permit for such work, provided no changes have been made or will be made in these original plans and specifications for such work; and provided, further, that such suspension or abandonment has not exceeded one (1) year.

Sec. 5.505 ASSIGNMENT PROHIBITED

A building permit issued pursuant to this Subchapter may not be assigned by the holder without the prior written approval of the Windcrest City Council. The City Council is not required to approve the assignment.

Sec. 5.506 TYPES OF PERMITS AND INSPECTIONS REQUIRED

BUILDING PERMIT - This type of permit typically covers work such as new construction, rehabilitation, accessory buildings, slabs, driveways, foundation work etc. Traditionally, this type permit requires the following inspections:

1. **Foundation Inspection:** To be made after trenches are excavated, forms erected, reinforcement in place and any required plumbing in slab is in place and prior to the pouring of concrete. Holes for concrete piers or wooden posts are also inspected at this stage.
2. **Flatwork Inspection:** To be made after the steel and reinforcement has been placed in driveways, sidewalks, etc. and prior to the pouring of concrete.
3. **Frame Inspection:** To be made after the roof, all framing, fire blocking and bracing is in place, all concealed wiring, all pipes, chimneys, ducts and vents are complete and all penetrations are sealed in accordance with the IECC.
4. **Insulation Inspection:** To be made after the required insulation is placed in the walls. (This inspection should be requested only after all the required rough-in inspections in mechanical, electrical and plumbing have been approved). Certificate from the insulation installer will required after ceiling insulation is installed.
5. **Final Inspection:** to be made after the building is completed and ready for occupancy.

ELECTRICAL PERMIT - This type of permit covers any electrical work to be performed

BUILDING AND BUILDING CODE

such as new wiring, rewiring, or repair of existing electrical wiring. Traditionally this type permit requires the following inspections:

1. **Underground Inspection:** To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
2. **Rough-In Inspection:** To be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of wall or ceiling membranes.
3. **Final Inspection (TOPS):** To be made after the building is complete, and all required electrical fixtures are in place and properly connected or protected, and the structure is in need of a Temporary Meter on a Permanent Set from City Public Service Energy.

PLUMBING PERMIT - This type permit covers any plumbing work to be performed such as plumbing installations, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances when connected to a water, sewer or gas system. Traditionally this type permit requires the following inspections:

1. **Rough-In Inspection:** To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place. The 10 foot water test of piping systems is usually performed at this point.
2. **Top-Out Inspection:** To be made after the roof, framing, fire blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to the installation of wall or ceiling membranes. A gas test is usually performed at this point. Air is forced in the system until there is a uniform gauge pressure of 10 psi or sufficient to balance a column of mercury 10 inches in height for 10 minutes.
3. **Final Inspection:** To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

MECHANICAL PERMIT - This type permit covers the installation of mechanical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and/or appurtenances, including ventilation, heating, cooling, air conditioning refrigeration systems, incinerators, and other energy-related systems. Traditionally this type permit requires the following inspections:

1. **Underground Inspection:** To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
2. **Rough-In Inspection:** To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.
3. **Final Inspection:** To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

No building or structure may be occupied until such time as a Certificate Of Occupancy is issued as required by the applicable codes.

Sec. 5.507 REPORTS

1. The Director of Building Services will submit a written report of construction and inspection activities, and activities of the Code Enforcement Officer, to the Windcrest City Council at each of its regular meetings. This report will cover the period between previous and current regular meetings of the Windcrest Planning and Zoning Commission.

Sec. 5.508 RECORDS

Records shall be kept of all building inspection activity in the offices of the Director of Building Services.

Subchapt. 5.600	SCHEDULE OF FEES
Sec. 5.601	FEE PAYMENT REQUIREMENTS

BUILDING AND BUILDING CODE

1. No permit shall be issued unless the applicant has first paid to the City of Windcrest the applicable fees required.

A. Building permit fees shall be based on total value of construction. Such fees are subject to change without notice.

<u>TOTAL VALUATION</u>	<u>FEES</u>
\$1.00 to \$500.00	\$60.00
\$501.00 to \$2,000.00	\$60.00 for the first \$500.00 plus \$3.50 for each additional \$100.00 or fraction thereof, to and including \$2,000.00.
\$2,001.00 to \$25,000.00	\$90.00 for the first \$2,000.00 plus \$16.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00	\$458.00 for the first \$25,000.00 plus \$14.00 for each additional
\$1,000.00	or fraction thereof up to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$808.00 for the first \$50,000.00 plus \$12.00 for each additional \$1,000.00 or fraction thereof up to and including \$100,000.00.
\$101,000.00 to \$500,000.00	\$1,408.00 for the first \$100,000.00 plus \$9.00 for each additional \$1,000.00 or fraction thereof up to and including \$500,000.00.
\$500,001.00 to \$1,000,000.00	\$4,500.00 for the first \$500,000.00 plus \$6.00 for each additional \$1,000.00 or fraction thereof up to and including \$1,000,000.00.
\$1,000,000.00 and up	\$7,500.00 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof .
Re-roof	\$50.00 for residential commercial based of valuation.
Curb Cuts	\$50.00

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Certificate of Occupancy	\$100.00 (non-refundable)
Variance Request	\$150.00
Moving Permit	\$100.00
Demolition Permit	\$50.00 up to and including 1,000 square feet and \$.50 per square foot over 1,000.
Plan Checking Fee half of the	Fee shall be equal to one building permit fee. Such plan checking is in addition to the permit fee.

Non-Compliance Fee - Where work for which a permit is required started or proceeds prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any person from fully complying with the requirements of the code in the execution of the work nor from any other penalties prescribed herein. A fee of \$100.00 shall be assessed for proceeding with any work without having an approved inspection at the required stage of construction. A re-inspection fee of \$75.00 shall be assessed for each failed inspection. A fee of \$100.00 shall be assessed for failure to correct any code violations as directed by the inspector. (Ord. 555, 8/18/08)

B. Plumbing permit fees shall be assessed based on the type of plumbing work to be performed as follows.

Plumbing Permit Base Fee	\$30.00 plus
Water Softener	\$5.00
House Sewer	\$5.00
Water Heater	\$15.00
Gas Test	\$5.00 for one to four outlets plus \$1.00 for each additional outlet.
Fuel Tanks	\$25.00 for 0 to 1,000 gallons and \$35.00 for over 1,001 gallons
Fixture or trap repair	\$5.00
New fixtures	\$10.00 each
Water line	\$5.00
Grease trap	\$30.00
Shower pan	\$30.00
Vacuum Breakers	\$5.00 for up to five, \$2.00 each thereafter
Irrigation/sprinkler/fire system	\$1.00 per head \$5.00 for one to four outlets, inclusive, and \$1.00 for each additional unit.
Fuel Tanks (Base Fee)	\$30.00 plus \$25.00 for 0 to 1,000 gallons and \$35.00 for over 1,001 gallons.

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Plumbing Permit Fee (Base Fee) \$30.00 plus
\$5.00 for each plumbing fixture floor
drain or trap (including water and drain
\$5.00 for each house sewer. (New, replaced
or repaired)
\$5.00 for each water heater.
\$5.00 for each water softener.
\$5.00 for water piping.
\$5.00 for up to five vacuum breakers.
\$2.00 for each over five.
\$1.00 per head for irrigation/sprinkler
system.
\$1.50 per head for fire sprinkler system.

C. HVAC/Mechanical Permits (Base Fee) \$30.00 plus \$10.00 for the first
\$1,000.00, or fraction thereof, of
valuation of the installation plus \$10.00
for each additional \$1,000.00 or fraction
thereof.

D. Electrical Permit Fees (Base Fee) \$30.00 plus
Swimming Pool \$45.00
Temporary Meter Loop \$30.00
First 20 fixtures \$25.00 plus \$.06 for each additional
(includes receptacle, switch and outlets)
Signs \$30.00

2. Fee Refunds - The Director of Building Services shall authorized the
refunding of fees as follows:
1. No more than seventy-five percent of the permit fee paid when no work
has been done under a permit issued.
 2. Written request must be filed with the City of Windcrest by the
original permittee no late than ninety days from permit issuance.

A re-inspection fee of \$75.00 shall be assessed for each failed inspection. A fee of
\$100.00 shall be assessed for failure to correct any code violations as directed by
the inspector.

Sec. 5.1302 Registration Fees.

A fee of \$20.00 shall be assessed for the registration of licenses issued by
the State of Texas for Plumbers, HVAC contractors, Electrical contractors and for
Home Builders.

Subchapt. 5.700 CERTIFICATE OF OCCUPANCY
Sec. 5.701 GENERAL PROVISIONS

The provisions outlined within the International Codes shall
provide the requirements for the issuance of a Certificate of Occupancy prior to any
use or occupancy of any building hereinafter erected.

Subchapt. 5.800 DANGEROUS/ABANDONED STRUCTURES
Sec. 5.801 PURPOSE

This Subchapter is enacted to establish the right of removal,
vacation, repair, or demolition of any dilapidated building or structure which has
been established to be a nuisance and dangerous, and to direct the same to be
repaired, renovated, or abated. (Ord. No. 100, 7/10/72)

Sec. 5.802 DANGEROUS PREMISES DEFINED

All premises, buildings or structures which have any or all

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of the following defects shall be deemed "dangerous premises":

1. Those buildings or structures, whose interior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base.
2. Those buildings or structures which, exclusive of the foundation, show thirty-three percent (33%) or more of damage or deterioration of the supporting member or members, or fifty percent (50%) of damage or deterioration of the non-supporting enclosing or outside walls or covering.
3. Those buildings or structures which have improperly distributed loads upon the floors or roofs or in which the same are overloaded, or which have insufficient strength to be reasonably safe for the purpose used.
4. Those buildings or structures which have been damaged by fire, wind, or other causes so as to have become dangerous to life, safety or the general health and welfare of the occupants or the people of the City of Windcrest.
5. Those buildings or structures which have become or are so dilapidated, decayed, unsafe, unsanitary or which so utterly fail to provide the amenities essential to decent living that they are unfit for human habitation, or, the condition of which is likely to cause sickness or disease, so as to work injury to the health, safety or general welfare of those living therein or to persons or property in the vicinity.
6. Those having light, air, or sanitation facilities which are inadequate to protect the health, safety, or general welfare of human beings who occupy or live or may live therein.
7. Those having inadequate facilities for egress in case of fire or panic, or those having insufficient stairways, elevators, fire escapes, or other means of communication.
8. Those which have parts thereof which are so attached that they may reasonably be expected to fall and injure members of the public or property.
9. Those which because of their condition are unsafe, unsanitary, or dangerous to the health, safety or general welfare of the people of this City. (Ord. No. 100, 7/10/72)

Sec. 5.803 STANDARDS FOR REPAIR, VACATION, OR DEMOLITION

The following standards shall be followed in substance in ordering repair, vacation, and/or demolition:

1. If the "dangerous premises" can be feasibly repaired or the condition remedied so that it will no longer exist in violation of the terms of this Subchapter, it shall be ordered remedied or repaired. Repairs shall be deemed feasible only if less than fifty percent (50%) of the value or structure of the building(s) must be repaired or replaced.
2. If the "dangerous premises" is in such condition as to make it dangerous to the health or safety of its occupants, it shall be ordered to be vacated.
3. In any case where a "dangerous building" is fifty percent (50%), or more, damaged or decayed or deteriorated from its value or structure, it shall be demolished, and in all cases where a building cannot be repaired so that it will no longer exist in violation of the terms of this Subchapter, it shall be demolished. (Ord. No. 100, 7/10/72)

Sec. 5.804 NUISANCES

All "dangerous premises" within the terms of Section 5.1702 of this Subchapter are hereby declared to be public nuisances, and shall be abated as provided herein. (Ord. No. 100, 7/10/72)

Sec. 5.805 DUTIES OF THE DIRECTOR OF BUILDING SERVICES

The Director of Building Services shall:

1. Inspect any premises, building, wall or structure about which complaints are filed by any person to the effect that any premises or building, wall or

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- structure is or may exist in violation of this Subchapter.
2. Inspect any premises, building, wall or structure reported (as hereinafter provided for) by the Health, Fire Marshal, Fire or Police Departments of this City as possibly existing in violation of the terms of this Subchapter.
 3. Inspect any premises, building, wall or structure which he has reason to believe may be in violation hereof.
 4. Notify in writing the owner, occupant, lessee, mortgagee, agent and all other persons having an interest in said premises at last known address(es) as shown by the records of the Assessor-Collector of taxes of the County of Bexar, of any premises found by him to be "dangerous premises" within the standards set forth in Section 5.1702 of this Subchapter that:
 - A. The owner must vacate, and/or repair, or demolish said building in accordance with the terms of the notice and this Subchapter;
 - B. The occupant or lessee must vacate said building or may have it repaired in accordance with the notice and remain in possession;
 - C. The mortgagee, agent or other persons having an interest in said building may at his own risk, repair, vacate, or demolish said building or have such work or act done;
 - D. Any person notified under this Section to repair, vacate, or demolish any building shall be given any reasonable time, not exceeding thirty (30) days, as may be necessary to do, or have done, the work or act required by the notice provided for herein.
 5. Set forth in the notice provided for in Paragraph 4 hereof, a description of the building, or structure deemed unsafe, a statement of the particulars which make the building, or structure a "dangerous building", and an order requiring the same to be put in such condition as to comply with the terms of this Subchapter within such length of time, not exceeding thirty (30) days, as is reasonable.
 6. If the owner, occupants, mortgagee, or lessee fails to comply with the notices provided in Paragraph 4 above within ten (10) days, the City Inspector shall report the condition to the City Attorney giving him a copy of the notice described in Sections 5.1705-5 and 5.1705-6 hereof.
 7. The City Attorney shall then take any necessary action to secure compliance with the order of the City Inspector provided in Paragraph 5 of this Section, and in particular shall proceed as provided in Section 5.1706 hereof, taking additional steps to determine names and addresses of persons having an interest in the premises. (Ord. No. 100, 7/10/72)

Sec. 5.806 HEARING AND NOTICE

5.806.1 NOTICE OF HEARING

The Director of Building Services shall prepare a notice to the owner(s), lien holder(s), if any, occupants, if any, and any other person(s) having an interest in said "dangerous premises", notifying said persons that a hearing on the matter will be held by the City Council at a certain time on a certain day, not less than five (5) days and not more than thirty (30) days after receipt thereof, at City Hall in the City of Windcrest.

5.806.2 SERVING OF NOTICE

Such notice(s) shall be served by delivery to said person(s) or by U.S. Mail (certified or registered mail). Where any such person is a corporation, service upon an officer thereof or designated agent shall be deemed sufficient. Where such person's principal place of business is located outside of Bexar County, service upon the person in charge of the local office shall be deemed sufficient. Notices to owners other than occupants shall be deemed sufficient if addressed to the address shown on the City tax rolls. Such notice shall be published one time in the City's official publication in the event any persons having any interest in said premises, or their heirs, cannot be located after reasonable efforts.

5.806.3 HEARING REPORTS

BUILDING AND BUILDING CODE

The Director of Building Services shall present at such hearing reports by personnel of the Departments of Fire, Public Health, Permits and Inspections, Fire Marshal, or other City Departments and any other facts as to the condition of the premises.

5.806.4 HEARING ATTENDANCE

Any person(s) having an interest in the property shall have the opportunity to appear at such hearing, in person or by attorney, to present any relevant facts as to the condition of the premises and hear the reports of any City personnel or of any other persons which may be presented.

5.806.5 CITY COUNCIL DETERMINATION

The City Council, as the fact-finder, shall, after consideration of the foregoing, determine by Ordinance whether or not the premises in question contain or constitute a condition which is deemed a nuisance or a hazard to the public health or safety or both, which should be abated. If the Council affirmatively determines the premises to be a nuisance, such Ordinance shall direct the City Attorney to proceed forthwith to file suit in a court of competent jurisdiction to have the said premises declared a nuisance and abated by appropriate means, and to assess the costs of such proceedings and abatement against the owners of said premises and as a lien thereon.

5.806.6 REMEDIES AND PENALTIES

The remedy provided for in Subsection 5.1706.5 shall be available to the City in addition to any penalty or other remedy which the City, State, or any other person may have to remedy the "dangerous premises" condition. (Ord. No. 100, 7/10/72)

Sec. 5.807 EMERGENCY CASES

In cases where it reasonably appears that there is immediate danger to the life or safety of any person unless a "dangerous building" or portion thereof, as defined herein, is immediately vacated and/or repaired, or demolished, the City Inspector shall cause the immediate vacation and/or repair or demolition of such "dangerous building". The costs of such emergency repair, vacation or demolition of such "dangerous building" shall be collected in the same manner as provided in Subsection 5.1706.5 hereof. (Ord. No. 100, 7/10/72)

Sec. 5.808 ADMINISTRATIVE LIABILITY

No officer, agent or employee of the City shall render himself personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties under this Subchapter. Any suit brought against any officer, agent, or employee of the City as a result of any act required or permitted in the discharge of his duties under this Subchapter shall be defended by the City Attorney until the final determination of the proceeding therein. (Ord. No. 100, 7/10/72)

Sec. 5.809 DUTIES OF OTHER DEPARTMENTS

The heads of the Fire, Police, Public Health, Fire Marshal, and other City Departments shall make prompt reports in writing to the Director of Building Services of all buildings or structures which are, may be, or are suspected to be "dangerous premises" within the terms of this Subchapter. (Ord. No. 100, 7/10/72)

Subchapt. 5.900 STREET EXCAVATIONS

Sec. 5.901 PERMITS

BUILDING AND BUILDING CODE

No person shall make a boring, cut, opening, or excavation in or of any street, alley, highway, or public place located within the City of Windcrest, without a permit therefore having been first issued by the City Permit Officer. No fee shall be charged for such permits.

Sec. 5.902 APPLICATIONS

Applications for such permits shall be made to the City Permit Officer at least twenty-four (24) hours prior to commencement of work, on forms prescribed for such purposes provided that an advance application shall not be required in the case of an emergency. Detailed plans shall be submitted with the Application.

Sec. 5.903 EMERGENCY

As used in this Subchapter, the term "emergency" shall mean a break or leak in an underground utility line or a disruption in a utility service.

In the event an emergency occurs during normal business hours, the applicant shall notify the City Permit Officer immediately and in turn the police department and the fire department shall be notified as appropriate.

Sec. 5.904 PROCEDURES

The City is hereby authorized to regulate the hours of non-emergency construction and to require that excavations be covered by steel plates or other approved devices during designated hours. No street, alley, highway, or public place shall be encumbered or obstructed to traffic for a longer period than shall be necessary to complete the work detailed in the permit and attached plans.

Boring shall be utilized in all cases unless the cost is prohibitive; i.e., rock, other utilities, or known unusual features which would increase the cost beyond normal boring costs.

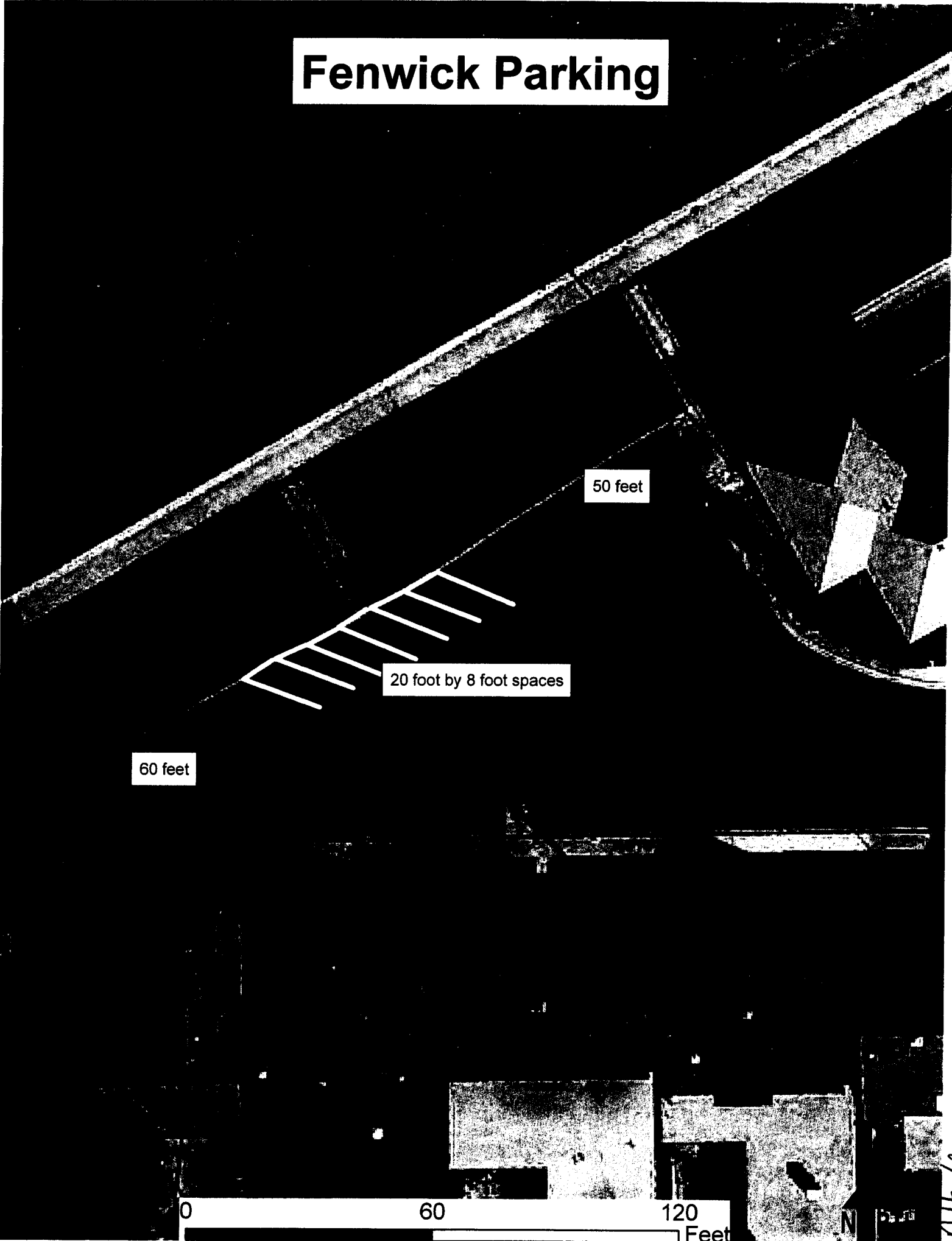
Sec. 5.905 SURFACE REPAIRS AND MAINTENANCE

The surface of any street, alley, highway, or public place disturbed by the permittee shall be restored within a reasonable time after completion of the work to as good a condition as before the commencement of the work and thereafter maintained to the satisfaction of the City for one (1) year from the date the surface has been restored to a condition acceptable to the City, after which time the responsibility for the maintenance shall become the duty of the City of Windcrest (Ord. No. 188, 9/22/86)

Sec. 5.906 PENALTY

Any person, firm, or corporation who shall violate any provision of this subchapter shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in accordance with Section 1.1301 of this Code. (Ord. No. 202, 11/9/87; Subchapter renumbered by Ord. 365, 3/20/01)

Fenwick Parking



60 feet

50 feet

20 foot by 8 foot spaces

0 60 120 Feet

Att. 6

April 2, 2010

Treasurer's Report to Council Members:

The following summary and attached report is the monthly financial report for February 2010. This report covers 41.67 % of the current fiscal year. If you desire more detail to support the attached documents it is available to you at the City Manager's office at City Hall.

	Current Month	Prior Year	Current Y.T.D.	Prior Y.T.D.	Y.T.D. % to Budget
General Fund:					
Income	\$645,834	\$531,598	\$2,822,936	\$2,636,250	54.530%
Expenditures	\$379,773	\$386,581	\$2,040,842	\$2,048,430	40.850%
Net	\$266,061	\$145,017	\$782,094	\$587,820	
Garbage Fund:					
Income	\$64,475	\$61,087	\$318,318	\$303,156	41.650%
Expenditures	\$54,739	\$53,072	\$317,848	\$285,627	42.140%
Net	\$9,736	\$8,015	\$470	\$17,529	
Debt Service Fund:					
Income	\$34,190	\$31,824	\$292,432	\$300,300	83.9600%
Transfers In	\$0	\$0	\$112,068	\$108,895	
Expenditures	\$0	\$0	\$149,673	\$116,843	25.7500%
Net	\$34,190	\$31,824	\$254,827	\$292,352	
Capital Projects Street Fund:					
Income	\$28,640	\$25,197	\$134,679	\$109,430	
Expenditures	\$0	\$9,150	\$16,205	\$9,225	
Transfers Out	\$0	\$0	\$0	\$0	
Net	\$28,640	\$16,047	\$118,474	\$100,205	
Total Funds:					
Income	\$773,139	\$649,706	\$3,568,365	\$3,349,136	
Expenditures	\$434,512	\$448,803	\$2,524,568	\$2,460,125	
Transfers In / (Out)	\$0	\$0	\$112,068	\$108,895	
Net All Funds	\$338,627	\$200,903	\$1,155,865	\$997,906	
Total Sales Tax Collections:	\$249,483	\$226,638	\$1,196,135	\$982,158	
(before payment to City of S.A. for annexed area)					
Crime Control District	\$29,880	\$26,881	\$145,583	\$118,029	
EDC Fund	31,218	28,389	149,202	122,776	
General Fund	125,949	114,590	602,946	495,801	
Ad Valorem Tax Offset-Gen. Fund	31,218	28,389	149,202	122,776	
Street Maint-Cap.Project Fund	31,218	28,389	149,202	122,776	
	\$249,483	\$226,638	\$1,196,135	\$982,158	

It is recommended that this Treasurer's Report be approved.

Respectfully Submitted,



Lori Harris
Acting City Manager

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CITY OF WINDCREST FINANCE SUMMARY

For the Period Ending February 28, 2010

Frost Bank Accounts	Account Balance
General Fund Checking	47,427.82
General Fund Money Market	539,215.08
General Fund Development Escrow	1,979,536.17
Garbage Fund Checking	2,613.84
Garbage Fund Money Market	121,313.86
Asset Forfeiture/Seizure Savings (Federal)	10.16
County Fire Contribution Savings	6,165.51
School Crossing Guard Savings	29,983.86
Dare Program Fund Savings	319.24
Police Donation Savings	3,223.33
Asset Forfeiture/Seizure Savings (State)	531.23
Police Education/Training Savings	6,885.16
Roosevelt Scholarship Fund	3,532.71
Economic Development Corporation	36,168.61
Municipal Court Technology Fund	3,694.94
Municipal Court Building Security Fund	4,658.61
Hotel/Motel Occupancy Tax Fund	9,361.91
Tax Notes-Series 2002	9.70
Windcrest Crime Control & Prevention Dist. Fund	103,354.02
Texas Tax Notes-Series 2005	151,232.29
TOTAL FROST NATIONAL BANK	\$3,049,238.05
IBC Bank Escrow CD Account	\$200,838.45
INVESTMENTS	
Texpool	\$1,965,415.36
Texpool for Streets	\$12,669.30
TOTAL ALL FUNDS	\$5,228,161.16

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CASH FLOW MANAGEMENT REPORT						
FOR THE MONTH ENDING FEBRUARY 2010						
	BEGINNING	INFLOWS	OUTFLOWS	ENDING	CASH FLOW	CUMULATIVE
	BALANCE	add	(less)	BALANCE	VARIANCE	CASH FLOW
	02/01/2010			02/28/2010	2/10	VARIANCE
						2009/2010
GENERAL FUND						
Frost National Bank	2,611,003.81					
IBC Bank	200,025.47					
Investment- Texpool	1,023,549.03					
Sales Tax & Liquor Taxes received		157,166.81				
Bank Deposits		535,158.30				
Interest		3,781.77				
Checks written			480,799.79			
Transfer In / (out)		589,368.41	548,552.26			
Transfer Out-Portion of Ad Valorem			34,160.33			
Taxes for Streets for the period Feb.10						
TOTALS : GENERAL FUND	\$3,834,578.31	\$1,285,475.29	\$1,063,512.38	\$4,056,541.22	\$221,962.91	\$621,182.03
GARBAGE FUND						
Frost National Bank	161,113.96					
Investment - Texpool	32,015.74					
Bank Deposits - Commercial		18,900.79				
Bank Deposits - Residential		3,323.31				
Bank Deposits - Recycling		11.50				
Interest		194.28				
Checks written			59,812.79			
Transfers In / (out)		60,200.00	60,000.00			
TOTALS: GARBAGE FUND	\$193,129.70	\$82,629.88	\$119,812.79	\$155,946.79	(\$37,182.91)	\$25,524.99
SPECIAL FUNDS						
Frost National Bank	212,368.90					
Investment-TexPool	58,617.47					
Bank Deposits		70,777.49				
Interest		301.86				
Checks Written			46,028.32			
Transfer In / (out)		24,014.18	53,538.68			
TOTALS: SPECIAL FUNDS	\$270,986.37	\$95,093.53	\$99,567.00	\$266,512.90	(\$4,473.47)	(\$104,633.32)
DEBT SERVICE FUND						
Frost National Bank	\$9.69					
Investment-Texpool	\$250,900.38					
Bank Deposits		\$0.00				
Interest		\$29.85				
Transfers In/Out		\$0.00	\$0.00			
Transfer in-Portion of Ad Valorem		\$34,160.33				
Taxes for Streets for the period Feb.10						
TOTALS: DEBT SERVICE FUND	\$250,910.07	\$34,190.18	\$0.00	\$285,100.25	\$34,190.18	\$254,826.86
CAPITAL PROJECTS FUND						
Frost National Bank	\$131,341.54					
Investment-Texpool	\$312,794.79					
Sales Tax		\$31,217.95				
Interest		\$197.37				
Transfers In/Out		\$0.00	\$11,491.65			
TOTALS: CAPITAL PROJECTS FUND	\$444,136.33	\$31,415.32	\$11,491.65	\$464,060.00	\$19,923.67	\$119,992.46
TOTAL BALANCE: Cash & Investments	\$4,993,740.78	\$1,528,804.20	\$1,294,383.82	\$5,228,161.16	\$234,420.38	\$916,893.02

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CASH FLOW MANAGEMENT REPORT						
FOR THE MONTH ENDING JANUARY 2010						
	BEGINNING	INFLOWS	OUTFLOWS	ENDING	CASH FLOW	CUMULATIVE
	BALANCE	add	(less)	BALANCE	VARIANCE	VARIANCE
	01/01/2010			01/31/2010	1/2010	2009/2010
GENERAL FUND						
Frost National Bank	2,556,500.34					
IBC Bank	200,025.47					
Investment- Texpool	601,893.57					
Sales Tax & Liquor Taxes received		152,276.84				
Bank Deposits		894,448.44				
Interest recorded		3,309.98				
Checks written			497,886.60			
Transfer In / (out)		854,040.76	851,577.05			
Transfer Out-Portion of Ad Valorem			78,453.44			
Taxes for Streets for the period Jan.09						
TOTALS : GENERAL FUND	\$3,358,419.38	\$1,904,076.02	\$1,427,917.09	\$3,834,578.31	\$476,158.93	\$399,219.12
GARBAGE FUND						
Frost National Bank	197,965.82					
Investment - Texpool	32,012.33					
Bank Deposits - Commercial		18,919.51				
Bank Deposits - Residential		4,001.25				
Bank Deposits - Recycling		0.00				
Interest recorded		228.63				
Checks written			59,997.84			
Transfers In / (out)		60,000.00	60,000.00			
TOTALS: GARBAGE FUND	\$229,978.15	\$83,149.39	\$119,997.84	\$193,129.70	(\$36,848.45)	\$62,707.90
SPECIAL FUNDS						
Frost National Bank	173,381.59					
Investment-TexPool	58,611.24					
Bank Deposits		77,072.56				
Interest recorded		264.15				
Checks Written			35,879.46			
Transfer In / (out)		1,577.05	4,040.76			
TOTALS: SPECIAL FUNDS	\$231,992.83	\$78,913.76	\$39,920.22	\$270,986.37	\$38,993.54	(\$100,159.85)
DEBT SERVICE FUND						
Frost National Bank	\$9.68					
Investment-Texpool	\$172,420.25					
Bank Deposits		\$0.00				
Interest		\$26.70				
Transfers In/Out		\$0.00	\$0.00			
Transfer In - Portion of Ad Valorem		\$78,453.44				
Taxes for Streets for the period Jan.09						
TOTALS: DEBT SERVICE FUND	\$172,429.93	\$78,480.14	\$0.00	\$250,910.07	\$78,480.14	\$220,636.68
CAPITAL PROJECTS FUND						
Frost National Bank	\$101,748.59					
Investment-Texpool	\$312,761.11					
Sales Tax		\$29,454.50				
Interest		\$172.13				
Transfers In/Out		\$0.00	\$0.00			
TOTALS: CAPITAL PROJECTS FUND	\$414,509.70	\$29,626.63	\$0.00	\$444,136.33	\$29,626.63	\$100,068.79
TOTAL BALANCE: Cash & Investments	\$4,407,329.99	\$2,174,245.94	\$1,587,835.15	\$4,993,740.78	\$586,410.79	\$682,472.64

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**CITY OF WINDCREST
HOTEL OCCUPANCY TAX (HOT)**

MONTH ENDING (FILING PERIOD)	TOTAL ROOM RECEIPTS	TOTAL TAXABLE RECEIPTS	TOTAL TAX COLLECTIONS		
			CURRENT	PRIOR YEAR	INCREASE (DECREASE)
PEAR TREE INN					
OCT 09	68,809.98	57,197.20	4,003.80	6,619.91	(2,616.11)
NOV 09	75,910.19	68,811.70	4,816.82	5,928.43	(1,111.61)
DEC 09	108,053.45	108,053.45	7,563.74	7,306.69	257.05
JAN 10	71,994.56	61,063.62	4,274.45	5,480.72	(1,206.27)
FEB 10	110,163.56	101,727.73	7,120.94	7,952.01	(831.07)
MAR 10			-	8,664.56	(8,664.56)
APR 10			-	4,773.67	(4,773.67)
MAY 10			-	4,878.67	(4,878.67)
JUN 10			-	7,248.52	(7,248.52)
JUL 10			-	7,921.49	(7,921.49)
AUG 10			-	6,779.13	(6,779.13)
SEP 10			-	5,227.53	(5,227.53)
DRURY INN					
OCT 09	70,836.70	62,102.75	4,347.19	6,166.88	(1,819.69)
NOV 09	78,335.78	69,454.85	4,861.84	6,721.75	(1,859.91)
DEC 09	125,809.88	122,066.00	8,544.62	5,013.60	3,531.02
JAN 10	77,488.84	70,793.86	4,955.57	4,319.14	636.43
FEB 10	134,441.10	115,950.74	8,116.55	7,801.43	315.12
MAR 10			-	10,333.91	(10,333.91)
APR 10			-	6,660.91	(6,660.91)
MAY 10			-	4,908.98	(4,908.98)
JUN 10			-	8,185.69	(8,185.69)
JUL 10			-	7,683.45	(7,683.45)
AUG 10			-	7,213.52	(7,213.52)
SEP 10			-	5,033.28	(5,033.28)

	CURRENT	PRIOR YEAR	INCREASE (DECREASE)
COMBINED CURRENT PERIOD TOTAL	15,237.49	15,753.44	(515.95)
COMBINED YTD TOTAL	58,605.53	63,310.56	(4,705.03)

7d

Sales Tax Collections in Annexed Area

October 2009 Payment (for August 2009 collections)	48,921.42
Nov. 2009 Payment (for Sept. 2009 collections)	46,287.64
Dec. 2009 Payment (for Oct. 2009 collections)	42,104.68
Jan. 2010 Payment (for Nov. 2009 collections)	46,011.32
Feb. 2010 Payment (for Dec. 2009 collections)	38,842.98
	222,168.04
	x 50%
One-Half Due to City of San Antonio	111,084.02

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND

ACCOUNT#	TITLE	
ASSETS		
=====		
1100	CASH - FROST OPERATING	47,427.82
1105	SAVINGS	539,215.08
1110	PETTY CASH	1,200.00
1116	INVESTMENT/CERT DEPOSIT	0.00
1120	CERT. OF DEPOSIT-RESTRICTED	25,000.00
1125	INVESTMENT/TEXPOOL	1,289,523.68
1126	FROST ESCROW	1,979,536.17
1127	IBC BANK ESCROW	200,838.45
1201	PREPAID INSURANCE	15,752.25
1205	PREPAID EMS SERVICE	0.00
1210	PREPAID VOLUNTEER PENSION	0.00
1215	PREPAID MAINTENANCE CONTRACTS	0.00
1310	DUE FROM GARBAGE FUND	52.86
1320	DUE FROM ASSET FORF/SEIZ	0.00
1325	DUE FROM S C G FUND	19.71
1330	DUE FROM COUNTY FIRE CONT	0.00
1335	DUE FROM DARE PROGRAM FN	0.00
1340	DUE FROM POLICE DONATION ACCT	0.00
1345	DUE FROM ASSET SEIZ/STATE	0.00
1350	DUE FROM POLICE TRAINING FUND	0.00
1351	DUE FROM ROOSEVELT SCHOLARSHIP	0.00
1353	DUE FROM COURT TECH. FUND	(1,076.40)
1354	DUE FROM COURT BLDG. SEC. FUND	(777.38)
1355	DUE FROM EDC	2,774.50
1356	DUE FROM HOTEL/MOTEL TAX FUND	0.00
1357	DUE FROM TEXAS TAX NOTES FUND	(0.25)
1380	DUE FROM WCCPD	0.00
1381	DUE FROM TX TAX NOTES 2005	2,774.50
1501	A/R-ADVALOREM TAXES	29,402.49
1505	ALLOW FOR DOUBTFUL ACCTS	(8,727.40)
1510	A/R-SALES TAX	264,461.29
1515	A/R-LIQUOR TAX	4,403.37
1562	A/R - GRANT FUNDS	(1,608.76)
1601	A/R-MISC FEES	3,548.53
1605	A/R-FRANCHISE	21,478.20
1608	A/R - UNAPPLIED CREDITS	0.00
1620	A/R-WATER DISTRICT #10	0.00
1635	A/R-MISC. II	0.00
		<u>4,415,218.71</u>
TOTAL ASSETS		4,415,218.71
=====		
LIABILITIES		
=====		
2200	WAGES PAYABLE	124,584.97
2205	FED WITHHOLDING	16,967.12
2210	FICA PAYABLE - EMPLOYER	10,678.04
2215	FICA PAYABLE - EMPLOYEE	0.00
2220	MEDICARE PAYABLE EMPLOYER	2,497.29
2225	MEDICARE PAYABLE EMPLOYEE	0.00
2230	TMRS PAYABLE	10,268.35
2235	TWC TAXES PAYABLE	0.00

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BALANCE SHEET

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND

ACCOUNT# TITLE

LIABILITIES - (CONTINUED)

2240 TRUSTEE PAYABLE	2,087.62
2242 SEC 457B DEF.COMP. PAYABLE	4,225.71
2245 LIFE INSURANCE PAYABLE	550.62
2250 SUPPLEMENTAL INSURANCE	2,280.22
2251 DEPENDENT DENTAL INSURANCE	200.02
2252 DEPENDENT VISION INSURANCE	2.11
2255 DEP HLTH/OPT LIFE PAYABLE	4,248.96
2258 DUE TO EWALD TRACTOR	0.00
2310 DUE TO GARBAGE FUND	0.00
2320 DUE TO ASSET FORF/SEIZ FN	0.00
2325 DUE TO S.C.G. FUND	0.00
2330 DUE TO COUNTY FIRE CONTRI	0.00
2335 DUE TO DARE PROGRAM FUND	0.00
2340 DUE TO POLICE DONATION FUND	0.00
2345 DUE TO ASSET SEIZURE/STAT	0.00
2350 DUE TO POLICE TRAINING FUND	0.00
2351 DUE TO ROOSEVELT SCHOLARSHIP	0.00
2353 DUE TO COURT TECHNOLOGY FUND	0.00
2354 DUE TO COURT BLDG SECURITY FUN	0.00
2355 DUE TO EDC FUND	0.00
2356 DUE TO HOTEL/MOTEL TAX FUND	0.00
2357 DUE TO TEXAS TAX NOTE FUND	0.00
2358 DUE TO WCC&PD FUND	0.00
2399 FROST BANK ESCROW FUNDS	1,979,536.17
2401 A/P-GENERAL FUND	19,832.52
2402 A/P-COMP TO VICTIMS(CVC)	109.57
2403 A/P-REHABILITATION(CR)	0.00
2404 A/P-CRIMINAL JUSTICE(CJP)	0.00
2405 A/P-PERSONNEL TRAIN(JCPT)	14.63
2406 A/P-MANAGEMENT(LEMI)	0.00
2407 A/P-OFFICIERS ADM(LEOA)	0.00
2408 A/P-GENERAL REVENUE (GR)	0.00
2409 A/P-LIAB INS (OCL)	0.00
2410 A/P-SALES TAX	0.00
2411 BOND ESCROW	8,088.00
2412 A/P-CONTINUING ED(LEOCE)	0.00
2413 A/P TIME PAYMENT	378.74
2414 A/P MUN. BLDG. SECURITY (MCBS)	0.00
2415 A/P FUGITIVE APPREHENSION (FA)	36.52
2416 A/P CONSOLIDATED CRT COST(CCC)	19,167.92
2417 A/P JUVENILE CRIME(JCD)	3.65
2418 A/P FTA FEE (FTA)	6,654.70
2420 DEPOSITS-CONTRACTORS	3,818.00
2421 A/P-RESTITUTION	0.00
2422 DEPOSITS-VEHICLE STORAGE	4,728.60
2423 AP-CHILD SAFETY SEAT & BELT	200.00
2424 A/P CORRECTIONAL MGMT (CMI)	3.65
2425 DEPOSITS-CIVIC CENTER	2,960.00
2426 A/P INDIGENT DEFENSE FEE	888.32
2427 DEPOSITS - TACO CABANA	25,000.00
2428 A/P - MUNI SVC BUREAU	304.99
2429 A/P - STATE TRAFFIC FEES	8,643.36

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BALANCE SHEET

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND

ACCOUNT# TITLE

LIABILITIES - (CONTINUED)

2430 BOND REFUNDS	0.00
2431 A/P - STATE JURY FEE (SJRF)	1,824.78
2432 A/P - EXPUNCTION FEE (EXPUNG)	0.00
2433 A/P-RESTITUT FEE-STATE (RSTS)	0.00
2434 A/P-JUDICIAL FEE-STATE (JFCT)	2,439.40
2436 A/P-LINEBARGER COURT COLLECTIO	3,409.11
2437 A/P-CIVIL JUSTICE FINE (CJFS)	7.45
2470 ACCRUED COMPENSATED ABSENCES	0.00
2475 ENCUMBRANCES	700.66
2476 RESERVE FOR ENCUMBRANCES (	700.66)
2477 PRIOR YEAR ENCUMBRANCES	3.00
2478 RESERVE PRIOR YEAR ENCUMBRANCE (	3.00)
2501 DEFERRED REVENUE-TAXES	20,675.09
2502 DEFERRED REVENUE - OTHER	0.00
TOTAL LIABILITIES	<u>2,287,316.20</u>

EQUITY

3201 FUND BALANCE	549,249.40
3202 FUND BALANCE-RESTRICTED	0.00
3205 FOR ECONOMIC IMPACT	175,000.00
3207 FOR CASHFLOW	175,000.00
3209 FOR EMERGENCY CONTINGENCY	35,000.00
3213 FOR STREET MAINTENANCE	300,000.00
3214 FOR FIRE TRUCK	<u>111,559.00</u>
TOTAL BEGINNING EQUITY	1,345,808.40

TOTAL REVENUE	2,822,936.10
TOTAL EXPENSES	<u>2,040,841.99</u>
TOTAL SURPLUS/(DEFICIT)	782,094.11

TOTAL EQUITY & SURPLUS/(DEFICIT)	<u>2,127,902.51</u>
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TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT	<u>4,415,218.71</u>
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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
01 -GENERAL FUND		5,177,089.00	645,834.13	2,822,936.10	54.53	0.00	(2,354,152.90)
*** TOTAL REVENUES ***		5,177,089.00	645,834.13	2,822,936.10	54.53	0.00	(2,354,152.90)
<u>EXPENDITURE SUMMARY</u>							
01-ADMINISTRATION		151,486.00	11,616.46	62,520.19	41.27	0.00	(88,965.81)
02-POLICE DEPARTMENT		1,339,970.00	99,517.13	536,422.32	40.03	0.00	(803,547.68)
03-FIRE DEPARTMENT		226,365.00	13,817.34	91,436.46	40.39	0.00	(134,928.54)
04-SPECIAL SERVICES		76,401.00	4,385.37	23,952.35	31.35	0.00	(52,448.65)
06-PARKS & RECREATION		123,366.00	7,353.11	29,468.97	23.89	0.00	(93,897.03)
07-FLEET MECHANIC		291,634.00	20,546.48	161,104.67	55.24	0.00	(130,529.33)
08-COURT		231,695.00	16,217.72	90,932.43	39.25	0.00	(140,762.57)
10-FACILITY DIVISION		75,470.00	5,272.31	27,811.77	36.85	0.00	(47,658.23)
11-CIVIC CENTER		121,751.00	8,657.97	48,066.87	39.48	0.00	(73,684.13)
14-CONTRACT SERVICES		363,164.00	32,400.88	184,943.93	50.93	0.00	(178,220.07)
15-EMER.MGMT/TECH SUPPOR		307,004.00	21,189.44	109,495.79	35.67	0.00	(197,508.21)
16-PUBLIC WORKS		552,374.00	43,778.22	217,714.96	39.41	0.00	(334,659.04)
17-ANIMAL CONTROL		49,147.00	3,806.45	19,728.42	40.14	0.00	(29,418.58)
18-WCCPD		205,762.00	15,301.12	86,423.94	42.00	0.00	(119,338.06)
19-INSPECTIONS		125,845.00	9,164.84	50,380.11	40.03	0.00	(75,464.89)
20-FINANCE		197,378.00	14,942.72	80,758.47	40.92	0.00	(116,619.53)
21-ECONOMIC DEVELOPMENT (E		245,046.00	26,546.54	92,409.34	37.71	0.00	(152,636.66)
25-CITY MANAGEMENT		259,198.00	20,915.90	105,345.35	40.64	0.00	(153,852.65)
27-POST OFFICE		52,487.00	4,342.72	21,925.65	41.77	0.00	(30,561.35)
29-MERIT INCREASES		0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENDITURES ***		4,995,543.00	379,772.72	2,040,841.99	40.85	0.00	(2,954,701.01)
** EXCESS REVENUES/EXPENDITURES **		181,546.00	266,061.41	782,094.11	430.80	0.00	600,548.11

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND

REVENUES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
4101	ADVALOREM TAX CURRENT	1,711,407.00	256,481.58	1,423,940.16	83.20	0.00	(287,466.84)
4105	ADVALOREM TAX DELINQUENT	0.00	0.00	0.00	0.00	0.00	0.00
4110	ADVALOREM TAX PEN & INT	0.00	0.00	0.00	0.00	0.00	0.00
4115	SALES TAX	1,440,000.00	114,850.87	538,469.42	37.39	0.00	(901,530.58)
4116	SALES TX-AD VALOREM TX OFFSET	300,000.00	28,443.45	133,334.10	44.44	0.00	(166,665.90)
4117	SALES TAX FOR STREET MAINT.	0.00	0.00	0.00	0.00	0.00	0.00
4118	HOTEL OCC. TAX FUND TRANSFER	87,872.00	31,000.00	31,000.00	35.28	0.00	(56,872.00)
4120	MIXED BEVERAGE GROSS RECEIPTS	19,000.00	0.00	8,344.60	43.92	0.00	(10,655.40)
4201	CPS ENERGY FRANCHISE FEES	240,000.00	61,776.94	130,599.17	54.42	0.00	(109,400.83)
4205	AT&T TELECOM FRANCHISE FEES	40,000.00	10,890.92	21,560.34	53.90	0.00	(18,439.66)
4210	TIME WARNER CABLE & TEL FEES	75,000.00	21,647.80	44,956.80	59.94	0.00	(30,043.20)
4215	OTHER TELECOM FEES	1,500.00	234.46	637.86	42.52	0.00	(862.14)
4230	FRANCHISE FEES - OTHER	20,000.00	0.00	0.00	0.00	0.00	(20,000.00)
4301	INTEREST	20,000.00	1,697.20	4,169.12	20.85	0.00	(15,830.88)
4310	COURT FINES	350,000.00	34,542.06	141,260.79	40.36	0.00	(208,739.21)
4352	WINDFEST	0.00	0.00	0.00	0.00	0.00	0.00
4354	FOREST OF ANGELS MEMORIAL	0.00	814.00	814.00	0.00	0.00	814.00
4355	LITTLE LEAGUE FEES	0.00	0.00	0.00	0.00	0.00	0.00
4357	CRAPPE MYRTLE DONATIONS	0.00	0.00	100.00	0.00	0.00	100.00
4401	SWIMMING POOL FEES	30,000.00	0.00	0.00	0.00	0.00	(30,000.00)
4408	CONTRACTOR ANNUAL REGISTRATION	2,500.00	80.00	1,010.80	40.43	0.00	(1,489.20)
4409	BUILDING PERMIT FEES	150,000.00	23,462.00	82,890.20	55.26	0.00	(67,109.80)
4410	FOOD PERMIT FEES	13,500.00	1,025.00	3,145.60	23.30	0.00	(10,354.40)
4420	LIQUOR LICENSE FEES	2,500.00	480.00	855.00	34.20	0.00	(1,645.00)
4425	VEHICLE STORAGE FEES	18,500.00	0.00	478.33	2.59	0.00	(18,021.67)
4430	CIVIC CENTER FEES	25,000.00	895.00	5,230.00	20.92	0.00	(19,770.00)
4435	DOG TAG & IMPOUNDMENT FEES	1,800.00	58.00	293.00	16.28	0.00	(1,507.00)
4440	MISCELLANEOUS FEES	5,000.00	366.30	2,274.20	45.48	0.00	(2,725.80)
4441	ALARM & PERMIT FEES	19,000.00	4,825.00	23,900.00	125.79	0.00	4,900.00
4442	PLATTING/ZONING/VAR FEES	500.00	0.00	1,000.00	200.00	0.00	500.00
4444	FOOD HANDLER TRAINING FEES	5,000.00	855.00	1,728.00	34.56	0.00	(3,272.00)
4450	POST OFFICE SUBSIDY	25,000.00	2,083.33	10,416.65	41.67	0.00	(14,583.35)
4451	EDC REIMBURSEMENT	225,046.00	16,428.92	65,862.80	29.27	0.00	(159,183.20)
4455	WCCPD REIMBURSEMENT	203,964.00	17,273.95	71,122.82	34.87	0.00	(132,841.18)
4460	MISCELLANEOUS INCOME	40,000.00	14,670.00	22,589.99	56.47	0.00	(17,410.01)
4475	INCOME - BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00
4501	GARBAGE FUND ADMIN TRANSFER	95,000.00	0.00	45,000.00	47.37	0.00	(50,000.00)
4502	FIRE TRUCK REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00
4503	LASERFICHE RECORD SYS TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
4504	COURT SECURITY FUND TRANSFER	10,000.00	0.00	5,000.00	50.00	0.00	(5,000.00)
4507	GRANT PROCEEDS CJD	0.00	0.00	0.00	0.00	0.00	0.00
4508	GRANT PROCEEDS - AACOG	0.00	0.00	0.00	0.00	0.00	0.00
4509	GRANT PROCEEDS-TP&W	0.00	0.00	0.00	0.00	0.00	0.00
4510	GRANT PROCEEDS-TCFP	0.00	0.00	0.00	0.00	0.00	0.00
4511	GRANT PROCEEDS-DOJ	0.00	952.35	952.35	0.00	0.00	952.35
4900	PROCEEDS FROM CAPITAL LEASE	0.00	0.00	0.00	0.00	0.00	0.00

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND

REVENUES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
***	TOTAL REVENUES ***	5,177,089.00	645,834.13	2,822,936.10	54.53	0.00	(2,354,152.90)
		=====	=====	=====	=====	=====	=====

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND
 01-ADMINISTRATION
 DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>							
501-010	ADMIN. SALARIES	105,522.00	8,071.90	44,373.54	42.05	0.00	(61,148.46)
501-011	ADMIN.LONGEVITY	1,560.00	120.04	660.22	42.32	0.00	(899.78)
501-015	ADMIN INCENTIVE PAY-BILINGUAL	0.00	0.00	0.00	0.00	0.00	0.00
501-018	ADMIN.EDUCATION PAY	600.00	46.16	253.88	42.31	0.00	(346.12)
501-020	ADMIN. OVERTIME	600.00	84.09	163.12	27.19	0.00	(436.88)
501-030	SOCIAL SECURITY	8,284.00	636.64	3,476.98	41.97	0.00	(4,807.02)
501-040	HEALTH INSURANCE	13,104.00	1,094.61	5,504.73	42.01	0.00	(7,599.27)
501-045	INSURANCE - BCWID	0.00	9.00	9.00	0.00	0.00	9.00
501-050	RETIREMENT	8,392.00	665.77	3,347.29	39.89	0.00	(5,044.71)
501-060	WORKERS' COMPENSATION	519.00	38.94	183.94	35.44	0.00	(335.06)
501-070	UNEMPLOYMENT COMPENSATION	405.00	0.00	0.00	0.00	0.00	(405.00)
501-095	TERMINATION PAY-OUT	0.00	0.00	0.00	0.00	0.00	0.00
501-096	EXEMPT VACATION PAY-OUT	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL SALARIES & BENEFITS	138,986.00	10,767.15	57,972.70	41.71	0.00	(81,013.30)
<u>OTHER EXPENSES</u>							
501-130	BONDS & TRAINING	2,000.00	309.75	1,438.79	71.94	0.00	(561.21)
501-420	OFFICE SUPPLIES	5,000.00	539.56	2,957.42	59.15	0.00	(2,042.58)
501-600	OFFICE EQUIPMENT & MAINT	1,000.00	0.00	0.00	0.00	0.00	(1,000.00)
501-650	VEHICLE EXPENSE	1,500.00	0.00	43.95	2.93	0.00	(1,456.05)
501-700	CONTINGENCIES	3,000.00	0.00	107.33	3.58	0.00	(2,892.67)
	TOTAL OTHER EXPENSES	12,500.00	849.31	4,547.49	36.38	0.00	(7,952.51)
<u>CAPITAL EXPENSES</u>							
501-800	CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 01-ADMINISTRATION		151,486.00	11,616.46	62,520.19	41.27	0.00	(88,965.81)

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND
 02-POLICE DEPARTMENT
 DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>							
502-010	POLICE SALARIES	724,917.00	55,473.76	309,579.72	42.71	0.00	(415,337.28)
502-011	POLICE LONGEVITY	11,550.00	840.16	4,655.47	40.31	0.00	(6,894.53)
502-012	CIVILIAN SALARIES	209,344.00	15,319.25	82,156.34	39.24	0.00	(127,187.66)
502-013	CIVILIAN LONGEVITY	4,110.00	300.08	1,511.94	36.79	0.00	(2,598.06)
502-014	POLICE SPECIAL ASSIGNMENT SAL	1,800.00	92.32	507.76	28.21	0.00	(1,292.24)
502-015	POL INCENTIVE PAY-BILING & SDP	4,200.00	288.70	1,615.40	38.46	0.00	(2,584.60)
502-016	CIV.INCENTIVE PAY-BILING & SDP	1,800.00	65.83	319.00	17.72	0.00	(1,481.00)
502-017	POLICE SALARIES-CERTIFICATION	12,300.00	923.20	4,717.57	38.35	0.00	(7,582.43)
502-018	POLICE EDUCATION PAY	3,600.00	184.64	1,015.52	28.21	0.00	(2,584.48)
502-019	POLICE TUITION REIMBURSEMENT	4,000.00	0.00	0.00	0.00	0.00	(4,000.00)
502-020	POLICE OVERTIME	8,000.00	0.00	1,138.96	14.24	0.00	(6,861.04)
502-021	7K HOURS	11,000.00	720.02	5,969.72	54.27	0.00	(5,030.28)
502-022	CIVILIAN OVERTIME	5,000.00	349.37	2,767.72	55.35	0.00	(2,232.28)
502-030	SOCIAL SECURITY	59,912.00	4,150.36	23,583.11	39.36	0.00	(36,328.89)
502-030C	SOCIAL SECURITY CIVILIAN	16,849.00	1,239.06	6,587.41	39.10	0.00	(10,261.59)
502-040	HEALTH INSURANCE	99,861.00	8,011.54	39,234.88	39.29	0.00	(60,626.12)
502-050	RETIREMENT	60,695.00	4,653.82	24,160.21	39.81	0.00	(36,534.79)
502-050C	RETIREMENT CIVILIAN	17,070.00	1,297.53	6,464.80	37.87	0.00	(10,605.20)
502-060	WORKERS' COMPENSATION	38,972.00	2,725.88	12,875.48	33.04	0.00	(26,096.52)
502-070	UNEMPLOYMENT COMPENSATION	3,090.00	0.00	102.83	3.33	0.00	(2,987.17)
502-095	TERMINATION PAY-OUT	0.00	0.00	0.00	0.00	0.00	0.00
502-096	EXEMPT VACATION PAY-OUT	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL SALARIES & BENEFITS	1,298,070.00	96,635.52	528,963.84	40.75	0.00	(769,106.16)
<u>OTHER EXPENSES</u>							
502-130	BONDS & TRAINING	8,000.00	12.90	1,815.05	22.69	0.00	(6,184.95)
502-140	EMPLOYMENT SCREENING	0.00	0.00	0.00	0.00	0.00	0.00
502-420	OFFICE SUPPLIES	4,500.00	0.00	0.00	0.00	0.00	(4,500.00)
502-430	MISCELLANEOUS SUPPLIES	6,000.00	579.05	1,069.85	17.83	0.00	(4,930.15)
502-450	LAB FEES/CRIME SCENE SUPP	7,500.00	1,691.00	3,777.98	50.37	0.00	(3,722.02)
502-480	UNIFORM ALLOWANCE	7,000.00	598.66	795.60	11.37	0.00	(6,204.40)
502-520	BICYCLE PARTS & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00
502-550	PRISONER EXPENSE	4,500.00	0.00	0.00	0.00	0.00	(4,500.00)
502-700	CONTINGENCIES	1,000.00	0.00	0.00	0.00	0.00	(1,000.00)
	TOTAL OTHER EXPENSES	38,500.00	2,881.61	7,458.48	19.37	0.00	(31,041.52)
<u>CAPITAL EXPENSES</u>							
502-800	CAPITAL EXPENDITURES	3,400.00	0.00	0.00	0.00	0.00	(3,400.00)
	TOTAL CAPITAL EXPENSES	3,400.00	0.00	0.00	0.00	0.00	(3,400.00)
TOTAL 02-POLICE DEPARTMENT		1,339,970.00	99,517.13	536,422.32	40.03	0.00	(803,547.68)

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CAPITAL EXPENDITURES
POLICE DEPARTMENT
2009 / 2010

Budget Item	Date Acquired	Budget Amount	Actual Amount	Remaining Balance
Ballistic Vests		3,400.00		3,400.00
Total Capital Expenditures		3,400.00	0.00	3,400.00

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND

03-FIRE DEPARTMENT

DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>							
503-010	FIRE DEPT. SALARIES	123,977.00	9,394.68	51,344.98	41.41	0.00	(72,632.02)
503-011	FIRE DEPT. LONGEVITY	1,050.00	64.64	355.52	33.86	0.00	(694.48)
503-015	FIRE INCENTIVE PAY-BILINGUAL	600.00	0.00	0.00	0.00	0.00	(600.00)
503-020	FIRE OVERTIME	500.00	66.34	143.93	28.79	0.00	(356.07)
503-030	SOCIAL SECURITY	9,649.00	727.42	3,959.82	41.04	0.00	(5,689.18)
503-040	HEALTH INSURANCE	8,806.00	734.38	3,671.90	41.70	0.00	(5,134.10)
503-050	RETIREMENT	8,225.00	556.08	2,785.24	33.86	0.00	(5,439.76)
503-060	WORKERS' COMPENSATION	7,618.00	529.60	2,501.52	32.84	0.00	(5,116.48)
503-070	UNEMPLOYMENT COMPENSATION	540.00	0.00	24.48	4.53	0.00	(515.52)
503-080	VOLUNTEER PENSION FUND	22,000.00	0.00	5,500.00	25.00	0.00	(16,500.00)
503-095	TERMINATION PAY-OUT	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL SALARIES & BENEFITS	182,965.00	12,073.14	70,287.39	38.42	0.00	(112,677.61)
<u>OTHER EXPENSES</u>							
503-130	TRAINING	3,000.00	38.46	1,108.20	36.94	0.00	(1,891.80)
503-140	EMPLOYMENT SCREENING	0.00	0.00	0.00	0.00	0.00	0.00
503-150	HAZMAT PROGRAM	800.00	0.00	0.00	0.00	0.00	(800.00)
503-420	OFFICE SUPPLIES	1,500.00	144.26	484.93	32.33	0.00	(1,015.07)
503-430	SUPPLIES & EQUIPMENT	5,000.00	261.90	3,901.82	78.04	0.00	(1,098.18)
503-450	MEDICAL SUPPLIES	3,000.00	376.06	602.04	20.07	0.00	(2,397.96)
503-460	MEDICAL TRAINING	2,000.00	0.00	0.00	0.00	0.00	(2,000.00)
503-480	UNIFORM ALLOWANCE	1,600.00	0.00	0.00	0.00	0.00	(1,600.00)
503-610	DORM - TELEPHONE	1,600.00	133.34	666.70	41.67	0.00	(933.30)
503-620	DORM - UTILITIES & CABLE	10,000.00	604.12	5,815.83	58.16	0.00	(4,184.17)
503-630	DORM - REPAIRS & MAINT	3,000.00	0.00	7,367.67	245.59	0.00	4,367.67
503-700	CONTINGENCIES	1,500.00	0.00	436.36	29.09	0.00	(1,063.64)
503-710	TRAVEL	2,400.00	0.00	0.00	0.00	0.00	(2,400.00)
503-730	ANNUAL PUMP TESTS	3,500.00	0.00	0.00	0.00	0.00	(3,500.00)
503-740	MAINTENANCE CONTRACTS	4,500.00	186.06	765.52	17.01	0.00	(3,734.48)
503-750	SCBA TESTS	0.00	0.00	0.00	0.00	0.00	0.00
503-760	LADDER TESTS	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL OTHER EXPENSES	43,400.00	1,744.20	21,149.07	48.73	0.00	(22,250.93)
<u>CAPITAL EXPENSES</u>							
503-800	CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 03-FIRE DEPARTMENT		226,365.00	13,817.34	91,436.46	40.39	0.00	(134,928.54)

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND
 04-SPECIAL SERVICES
 DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>							
504-010	SALARIES - MAYOR & COUNCIL	0.00	0.00	0.00	0.00	0.00	0.00
504-011	SALARIES - PLANNING & ZONING	0.00	0.00	0.00	0.00	0.00	0.00
504-012	SALARIES-CITY MANAGER	0.00	0.00	0.00	0.00	0.00	0.00
504-013	LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
504-030	SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00	0.00
504-040	HEALTH INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
504-050	RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
504-060	WORKERS COMPENSATION	151.00	7.79	36.79	24.36	0.00	(114.21)
504-070	UNEMPLOYMENT COMP	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL SALARIES & BENEFITS	151.00	7.79	36.79	24.36	0.00	(114.21)
<u>OTHER EXPENSES</u>							
504-110	BANK ACTIVITY CHARGES	15,250.00	1,864.16	8,108.35	53.17	0.00	(7,141.65)
504-120	DUES & SUBSCRIPTIONS	5,000.00	555.12	3,497.27	69.95	0.00	(1,502.73)
504-135	EMPLOYEE RECOGNITION PROG	0.00	0.00	0.00	0.00	0.00	0.00
504-140	EMPLOYEE APPRECIATION FUND	0.00	70.44	167.78	0.00	0.00	167.78
504-145	EMPLOYEE WELLNESS PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
504-400	CITIZEN'S PATROL	1,500.00	0.00	641.01	42.73	0.00	(858.99)
504-420	COPIER PAPER	5,000.00	0.00	0.00	0.00	0.00	(5,000.00)
504-440	ELECTION SUPPLIES/EXPENSES	0.00	0.00	48.57	0.00	0.00	48.57
504-460	SPECIAL EVENTS	5,000.00	999.63	2,687.46	53.75	0.00	(2,312.54)
504-470	LIGHT UP	5,000.00	0.00	1,709.34	34.19	0.00	(3,290.66)
504-475	50th ANNIVERSARY EVENTS	0.00	(42.00)	(861.99)	0.00	0.00	(861.99)
504-480	WINDCREST PROUD	5,000.00	5.28	1,006.83	20.14	0.00	(3,993.17)
504-485	WINDFEST	5,000.00	0.00	0.00	0.00	0.00	(5,000.00)
504-490	WINDCREST YOUTH ACTIVITIES	5,000.00	0.00	930.26	18.61	0.00	(4,069.74)
504-590	POSTAGE	15,000.00	805.44	4,854.55	32.36	0.00	(10,145.45)
504-610	NEWSLETTER	2,000.00	0.00	0.00	0.00	0.00	(2,000.00)
504-630	LEGAL ADVERTISING	4,000.00	119.51	895.76	22.39	0.00	(3,104.24)
504-635	ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00
504-645	MAYOR - COUNCIL EXPENSES	2,500.00	0.00	169.53	6.78	0.00	(2,330.47)
504-650	MILEAGE & ENTERTAINMENT EXPENS	1,000.00	0.00	60.84	6.08	0.00	(939.16)
	TOTAL OTHER EXPENSES	76,250.00	4,377.58	23,915.56	31.36	0.00	(52,334.44)
<u>CAPITAL EXPENSES</u>							
504-800	CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 04-SPECIAL SERVICES		76,401.00	4,385.37	23,952.35	31.35	0.00	(52,448.65)

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND

06-PARKS & RECREATION

DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>							
506-010	POOL SALARIES	36,000.00	0.00	828.38	2.30	0.00	(35,171.62)
506-011	LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
506-020	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
506-030	SOCIAL SECURITY	2,754.00	0.00	63.39	2.30	0.00	(2,690.61)
506-040	HEALTH INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
506-050	RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
506-060	WORKERS' COMPENSATION	1,622.00	116.82	551.82	34.02	0.00	(1,070.18)
506-070	UNEMPLOYMENT COMP-POOL	<u>540.00</u>	<u>0.00</u>	<u>1.14</u>	<u>0.21</u>	<u>0.00</u>	<u>(538.86)</u>
TOTAL SALARIES & BENEFITS		40,916.00	116.82	1,444.73	3.53	0.00	(39,471.27)
<u>OTHER EXPENSES</u>							
506-100	UTILITIES	15,000.00	1,100.68	7,324.14	48.83	0.00	(7,675.86)
506-130	TRAINING	200.00	0.00	0.00	0.00	0.00	(200.00)
506-240	CONTRACT MAINTENANCE OUTS	3,000.00	190.00	760.00	25.33	0.00	(2,240.00)
506-250	CONTRACT MAINT.-GREEN BEL	32,000.00	5,140.84	12,852.10	40.16	0.00	(19,147.90)
506-255	CONTRACT SERVICES - POOL	2,500.00	0.00	0.00	0.00	0.00	(2,500.00)
506-260	GREEN BELT CLEANING	5,000.00	0.00	0.00	0.00	0.00	(5,000.00)
506-430	SUPPLIES	10,000.00	423.39	4,758.00	47.58	0.00	(5,242.00)
506-520	EQUIPMENT REPAIR	6,000.00	37.98	1,574.27	26.24	0.00	(4,425.73)
506-630	FACILITY MAINTENANCE	3,000.00	0.00	2,780.42	92.68	0.00	(219.58)
506-635	TREES / SHRUBS/LANDSCAPING	5,000.00	0.00	(2,368.09)	47.36-	0.00	(7,368.09)
506-700	CONTINGENCIES	<u>750.00</u>	<u>343.40</u>	<u>343.40</u>	<u>45.79</u>	<u>0.00</u>	<u>(406.60)</u>
TOTAL OTHER EXPENSES		82,450.00	7,236.29	28,024.24	33.99	0.00	(54,425.76)
<u>CAPITAL EXPENSES</u>							
506-800	CAPITAL EXPENDITURE	0.00	0.00	0.00	0.00	0.00	0.00
506-810	CAPITAL IMPROVEMENTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL EXPENSES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 06-PARKS & RECREATION		123,366.00	7,353.11	29,468.97	23.89	0.00	(93,897.03)

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND
 07-FLEET MECHANIC
 DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>							
507-010	MECHANIC SALARIES	27,540.00	1,453.87	7,950.86	28.87	0.00	(19,589.14)
507-011	MECHANIC LONGEVITY	420.00	0.00	96.96	23.09	0.00	(323.04)
507-015	MECHANIC INCENTIVE PAY-BILINGU	0.00	0.00	0.00	0.00	0.00	0.00
507-020	OVERTIME	600.00	0.00	330.87	55.15	0.00	(269.13)
507-030	SOCIAL SECURITY	2,185.00	111.22	594.68	27.22	0.00	(1,590.32)
507-040	HEALTH INSURANCE	4,354.00	(15.66)	1,088.52	25.00	0.00	(3,265.48)
507-050	RETIREMENT	2,213.00	116.31	601.05	27.16	0.00	(1,611.95)
507-060	WORKERS' COMPENSATION	1,565.00	109.04	515.04	32.91	0.00	(1,049.96)
507-070	UNEMPLOYMENT COMPENSATION	135.00	0.00	0.00	0.00	0.00	(135.00)
507-090	TERMINATION PAY-OUT	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL SALARIES & BENEFITS	39,012.00	1,774.78	11,177.98	28.65	0.00	(27,834.02)
<u>OTHER EXPENSES</u>							
507-120	DUES & SUBSCRIPTIONS	100.00	0.00	0.00	0.00	0.00	(100.00)
507-130	TRAINING	500.00	0.00	0.00	0.00	0.00	(500.00)
507-315	VEHICLE DEDUCTIBLE	3,000.00	0.00	1,000.00	33.33	0.00	(2,000.00)
507-420	OFFICE SUPPLIES	250.00	0.00	0.00	0.00	0.00	(250.00)
507-430	FLEET TOOLS & SUPPLIES	6,000.00	2,057.45	3,622.31	60.37	0.00	(2,377.69)
507-450	ENVIRONMENTAL FEES	500.00	0.00	0.00	0.00	0.00	(500.00)
507-480	UNIFORM ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
507-501	VEHICLE PARTS-ADMIN	1,000.00	0.00	0.00	0.00	0.00	(1,000.00)
507-502	VEHICLE PARTS-POLICE	7,000.00	1,012.38	3,497.25	49.96	0.00	(3,502.75)
507-503	VEHICLE PARTS-FIRE	3,500.00	886.92	2,261.27	64.61	0.00	(1,238.73)
507-506	VEHICLE PARTS-PARKS & REC	1,500.00	273.60	273.60	18.24	0.00	(1,226.40)
507-508	VEHICLE PARTS-WARRANT OFFICER	500.00	0.00	222.38	44.48	0.00	(277.62)
507-515	VEHICLE PARTS-EMC/TECH	0.00	0.00	0.00	0.00	0.00	0.00
507-516	VEHICLE PARTS-PUBLIC WORKS	6,000.00	819.95	1,772.42	29.54	0.00	(4,227.58)
507-519	VEHICLE PARTS-INSPECTION	1,000.00	0.00	41.55	4.16	0.00	(958.45)
507-520	EQUIPMENT REPAIR	10,000.00	444.69	2,124.60	21.25	0.00	(7,875.40)
507-540	VEHICLE FUEL	60,000.00	5,603.66	26,896.19	44.83	0.00	(33,103.81)
507-602	VEHICLE OUTSIDE MAINT-POLICE	7,000.00	0.00	969.67	13.85	0.00	(6,030.33)
507-603	VEHICLE OUTSIDE MAINT-FIRE	6,000.00	732.45	4,812.79	80.21	0.00	(1,187.21)
507-606	VEHICLE OUTSIDE MAINT-PARKS&RE	1,000.00	0.00	0.00	0.00	0.00	(1,000.00)
507-608	VEHICLE OUTSIDE MAINT-WRNT OFF	1,000.00	0.00	0.00	0.00	0.00	(1,000.00)
507-615	VEHICLE OUTSIDE MAINT-EMC/TECH	0.00	0.00	214.62	0.00	0.00	214.62
507-616	VEHICLE OUTSIDE MAINT-PW	1,500.00	0.00	994.35	66.29	0.00	(505.65)
507-619	VEHICLE OUTSIDE MAINT-INSP	500.00	0.00	0.00	0.00	0.00	(500.00)
507-700	CONTINGENCIES	1,000.00	0.00	43.12	4.31	0.00	(956.88)
507-702	LEASE PURCHASE-POLICE VEHICLES	21,730.00	0.00	7,804.20	35.91	0.00	(13,925.80)
507-703	LEASE PURCHASE-FIRE DEPT	88,441.00	6,940.60	78,275.39	88.51	0.00	(10,165.61)
507-706	LEASE PURCHASE-PARKS	0.00	0.00	0.00	0.00	0.00	0.00
507-716	LEASE PURCHASE-PUBLIC WORKS	10,488.00	0.00	10,488.38	100.00	0.00	0.38
507-719	LEASE PURCHASE-INSPECTION	0.00	0.00	0.00	0.00	0.00	0.00
507-721	LEASE PURCHASE-EDC	4,613.00	0.00	4,612.60	99.99	0.00	(0.40)

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND

07-FLEET MECHANIC

DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
507-725	LEASE PURCHASE - CITY MGMT	7,500.00	0.00	0.00	0.00	0.00	(7,500.00)
507-730	VEHICLE/EQUIPMENT TESTING	<u>1,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(1,000.00)</u>
	TOTAL OTHER EXPENSES	252,622.00	18,771.70	149,926.69	59.35	0.00	(102,695.31)
<u>CAPITAL EXPENSES</u>							
507-800	CAPITAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 07-FLEET MECHANIC		291,634.00	20,546.48	161,104.67	55.24	0.00	(130,529.33)

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND

08-COURT

DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>							
508-010	COURT SALARIES	132,222.00	10,057.26	56,261.95	42.55	0.00	(75,960.05)
508-011	COURT LONGEVITY	1,560.00	87.72	563.26	36.11	0.00	(996.74)
508-015	COURT INCENTIVE PAY-BILINGUAL	1,200.00	92.32	507.76	42.31	0.00	(692.24)
508-018	COURT EDUCATION PAY	300.00	23.08	126.94	42.31	0.00	(173.06)
508-020	COURT OVERTIME	10,000.00	480.97	3,134.36	31.34	0.00	(6,865.64)
508-030	SOCIAL SECURITY	13,655.00	970.29	5,466.14	40.03	0.00	(8,188.86)
508-040	HEALTH INSURANCE	13,299.00	750.04	4,443.98	33.42	0.00	(8,855.02)
508-050	RETIREMENT	11,259.00	854.50	4,477.58	39.77	0.00	(6,781.42)
508-060	WORKER'S COMPENSATION	2,753.00	194.71	919.67	33.41	0.00	(1,833.33)
508-070	UNEMPLOYMENT COMPENSATION	878.00	0.00	13.95	1.59	0.00	(864.05)
508-095	TERMINATION PAY-OUT	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL SALARIES & BENEFITS	187,126.00	13,510.89	75,915.59	40.57	0.00	(111,210.41)
<u>OTHER EXPENSES</u>							
508-120	DUES & SUBSCRIPTIONS	500.00	0.00	76.00	15.20	0.00	(424.00)
508-130	BONDS & TRAINING	2,000.00	18.00	744.00	37.20	0.00	(1,256.00)
508-150	JUDGE	19,393.00	1,145.62	6,300.91	32.49	0.00	(13,092.09)
508-160	PROSECUTOR	13,826.00	1,063.54	5,849.47	42.31	0.00	(7,976.53)
508-170	JURY SERVICE FEES	200.00	0.00	0.00	0.00	0.00	(200.00)
508-180	COURT OF RECORD/STENOGRAPHER	1,000.00	0.00	268.58	26.86	0.00	(731.42)
508-420	OFFICE SUPPLIES	7,200.00	479.67	1,777.88	24.69	0.00	(5,422.12)
508-480	UNIFORM ALLOWANCE	450.00	0.00	0.00	0.00	0.00	(450.00)
	TOTAL OTHER EXPENSES	44,569.00	2,706.83	15,016.84	33.69	0.00	(29,552.16)
<u>CAPITAL EXPENSES</u>							
508-800	CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 08-COURT		231,695.00	16,217.72	90,932.43	39.25	0.00	(140,762.57)

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND

10-FACILITY DIVISION

DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>OTHER EXPENSES</u>							
510-100	UTILITIES	32,000.00	1,881.11	14,188.40	44.34	0.00	(17,811.60)
510-115	MOBILE TELEPHONES	0.00	0.00	0.00	0.00	0.00	0.00
510-170	JANITORIAL SERVICES	26,220.00	2,435.00	10,925.00	41.67	0.00	(15,295.00)
510-240	CONTRACT MAINTENANCE	2,000.00	0.00	0.00	0.00	0.00	(2,000.00)
510-430	SUPPLIES	2,000.00	23.76	400.25	20.01	0.00	(1,599.75)
510-630	FACILITY MAINTENANCE	10,000.00	932.44	2,298.12	22.98	0.00	(7,701.88)
510-650	FIRE ALARM & EXT. INSPECTIONS	1,750.00	0.00	0.00	0.00	0.00	(1,750.00)
510-700	CONTINGENCIES	<u>1,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(1,500.00)</u>
	TOTAL OTHER EXPENSES	75,470.00	5,272.31	27,811.77	36.85	0.00	(47,658.23)
<u>CAPITAL EXPENSES</u>							
510-800	CAPITAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 10-FACILITY DIVISION		75,470.00	5,272.31	27,811.77	36.85	0.00	(47,658.23)

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND

11-CIVIC CENTER

DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>							
511-010	CIVIC CENTER SALARIES	63,168.00	4,862.95	26,775.59	42.39	0.00	(36,392.41)
511-011	CIVIC CENTER LONGEVITY	1,440.00	110.80	609.40	42.32	0.00	(830.60)
511-020	OVERTIME - CIVIC CENTER	14,100.00	865.49	5,131.54	36.39	0.00	(8,968.46)
511-030	SOCIAL SECURITY	6,021.00	445.02	2,474.91	41.10	0.00	(3,546.09)
511-040	HEALTH INSURANCE	8,733.00	728.00	3,640.00	41.68	0.00	(5,093.00)
511-050	RETIREMENT	5,356.00	408.07	2,094.37	39.10	0.00	(3,261.63)
511-060	WORKERS' COMPENSATION	4,778.00	334.89	1,581.85	33.11	0.00	(3,196.15)
511-070	UNEMPLOYMENT COMPENSATION	405.00	0.00	0.00	0.00	0.00	(405.00)
511-095	TERMINATION PAY-OUT	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL SALARIES & BENEFITS	104,001.00	7,755.22	42,307.66	40.68	0.00	(61,693.34)
<u>OTHER EXPENSES</u>							
511-100	UTILITIES	8,000.00	681.80	3,127.57	39.09	0.00	(4,872.43)
511-430	SUPPLIES	3,000.00	220.95	511.84	17.06	0.00	(2,488.16)
511-630	FACILITY MAINTENANCE	6,000.00	0.00	2,119.80	35.33	0.00	(3,880.20)
511-700	CONTINGENCIES	750.00	0.00	0.00	0.00	0.00	(750.00)
	TOTAL OTHER EXPENSES	17,750.00	902.75	5,759.21	32.45	0.00	(11,990.79)
<u>CAPITAL EXPENSES</u>							
511-800	CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 11-CIVIC CENTER		121,751.00	8,657.97	48,066.87	39.48	0.00	(73,684.13)

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND
 14-CONTRACT SERVICES
 DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>OTHER EXPENSES</u>							
514-220	FOOD HEALTH OFFICER FEES	12,000.00	1,000.00	4,000.00	33.33	0.00	(8,000.00)
514-250	LEGAL & CITY ATTORNEY	24,000.00	2,000.00	10,000.00	41.67	0.00	(14,000.00)
514-255	SPECIAL LEGAL FEES	110,000.00	19,219.01	80,793.90	73.45	0.00	(29,206.10)
514-260	DUES & FEES-BCAD	12,000.00	0.00	6,382.00	53.18	0.00	(5,618.00)
514-270	DUES & FEES - BEXAR CO ELECTNS	8,000.00	0.00	0.00	0.00	0.00	(8,000.00)
514-280	FEES-DELINQUENT COLLECTOR	0.00	0.00	0.00	0.00	0.00	0.00
514-290	AUDIT	14,500.00	0.00	11,500.00	79.31	0.00	(3,000.00)
514-300	EMS	70,000.00	5,833.33	29,166.65	41.67	0.00	(40,833.35)
514-310	MUNICIPAL INSURANCE	70,000.00	4,286.75	24,016.75	34.31	0.00	(45,983.25)
514-320	ENGINEER / ARCHITECT	15,000.00	0.00	0.00	0.00	0.00	(15,000.00)
514-325	SALES TAX COLLECTION SERVICE	4,564.00	0.00	4,563.35	99.99	0.00	(0.65)
514-328	CABLE TV FRANC FEE COMPLIANCE	0.00	0.00	0.00	0.00	0.00	0.00
514-360	MOBILITY IMPAIRED TRANSPORT	12,000.00	0.00	12,000.00	100.00	0.00	0.00
514-367	WATER RESOURCES STUDY	0.00	0.00	0.00	0.00	0.00	0.00
514-385	SALARY SURVEY	5,500.00	0.00	0.00	0.00	0.00	(5,500.00)
514-400	CREDIT CARD TERMINAL	1,500.00	61.79	1,117.28	74.49	0.00	(382.72)
514-405	RECORDS STORAGE RENTAL	2,900.00	0.00	1,404.00	48.41	0.00	(1,496.00)
514-410	RECORDS DESTRUCTION	1,200.00	0.00	0.00	0.00	0.00	(1,200.00)
	TOTAL OTHER EXPENSES	363,164.00	32,400.88	184,943.93	50.93	0.00	(178,220.07)
<u>CAPITAL EXPENSES</u>							
514-800	CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 14-CONTRACT SERVICES		363,164.00	32,400.88	184,943.93	50.93	0.00	(178,220.07)

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND

15-EMER.MGMT/TECH SUPPOR

DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>							
515-010	EMC/TECH SUPPORT SALARIES	102,552.00	7,863.47	40,725.67	39.71	0.00	(61,826.33)
515-011	EMC/TECH LONGEVITY	1,140.00	55.40	304.70	26.73	0.00	(835.30)
515-020	EMT/TECH SUPPORT OVERTIME	0.00	39.52	236.84	0.00	0.00	236.84
515-030	EMC/TECH SOCIAL SECURITY	7,932.00	555.59	2,834.49	35.73	0.00	(5,097.51)
515-040	EMC/TECH HEALTH INSURANCE	8,816.00	738.15	3,690.75	41.86	0.00	(5,125.25)
515-050	EMC/TECH RETIREMENT	8,036.00	636.67	2,957.24	36.80	0.00	(5,078.76)
515-060	EMC/TECH WORKERS COMP	497.00	31.15	147.15	29.61	0.00	(349.85)
515-070	EMC/TECH UNEMP. COMP.TAXES	270.00	0.00	0.00	0.00	0.00	(270.00)
515-090	EMC/TECH TERM.PAY-OUT	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL SALARIES & BENEFITS	129,243.00	9,919.95	50,896.84	39.38	0.00	(78,346.16)
<u>OTHER EXPENSES</u>							
515-120	DUES & SUBSCRIPTIONS	750.00	0.00	457.11	60.95	0.00	(292.89)
515-130	EMC/TECH TRAINING	500.00	263.35	263.35	52.67	0.00	(236.65)
515-200	COMPUTER CONTRACTS	57,758.00	5,958.46	25,781.91	44.64	0.00	(31,976.09)
515-201	COMPUTER MAINTENANCE	20,211.00	299.89	5,160.05	25.53	0.00	(15,050.95)
515-205	TELECOMMUNICATIONS CONTRACT	25,000.00	1,708.05	6,379.45	25.52	0.00	(18,620.55)
515-210	TELEPHONE MAINT.CONTRACT	4,259.00	0.00	3,840.00	90.16	0.00	(419.00)
515-215	MOBILE PHONES CONTRACT	17,350.00	1,081.22	4,169.70	24.03	0.00	(13,180.30)
515-220	MOBILE PHONES MAINTENANCE	280.00	0.00	0.00	0.00	0.00	(280.00)
515-221	MOBILE DATA TERMINAL SERVICE	9,200.00	543.71	1,630.84	17.73	0.00	(7,569.16)
515-223	PAGER CONTRACT	1,848.00	118.00	470.52	25.46	0.00	(1,377.48)
515-225	PAGER MAINTENANCE	116.00	0.00	0.00	0.00	0.00	(116.00)
515-226	PAGER MAINTENANCE-FIRE	1,000.00	0.00	0.00	0.00	0.00	(1,000.00)
515-227	RADIO CONTRACT	7,512.00	0.00	1,200.00	15.97	0.00	(6,312.00)
515-229	RADIO MAINTENANCE	1,372.00	0.00	0.00	0.00	0.00	(1,372.00)
515-330	WEBSITE SUPPORT CONTRACT	4,000.00	0.00	3,708.00	92.70	0.00	(292.00)
515-332	WEBSITE MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00
515-395	EMERGENCY MGMT SUPPORT	0.00	0.00	0.00	0.00	0.00	0.00
515-396	EOC EQUIPMENT & SUPPLIES	2,000.00	246.00	246.00	12.30	0.00	(1,754.00)
515-430	TECH SUPPLIES	4,000.00	272.13	675.51	16.89	0.00	(3,324.49)
515-460	COPIER CONTRACT & SUPPLIES	17,000.00	778.68	4,603.56	27.08	0.00	(12,396.44)
515-480	UNIFORM ALLOWANCE	450.00	0.00	0.00	0.00	0.00	(450.00)
515-520	EQUIPMENT REPAIR	620.00	0.00	0.00	0.00	0.00	(620.00)
515-522	AUDIO VISUAL MAINTENANCE	1,035.00	0.00	0.00	0.00	0.00	(1,035.00)
515-525	LEASE PURCHASE-RECORDS MGMT SY	0.00	0.00	0.00	0.00	0.00	0.00
515-700	CONTINGENCIES	500.00	0.00	12.95	2.59	0.00	(487.05)
	TOTAL OTHER EXPENSES	176,761.00	11,269.49	58,598.95	33.15	0.00	(118,162.05)
<u>CAPITAL EXPENSES</u>							
515-800	CAPITAL EXPENSE	1,000.00	0.00	0.00	0.00	0.00	(1,000.00)
	TOTAL CAPITAL EXPENSES	1,000.00	0.00	0.00	0.00	0.00	(1,000.00)
TOTAL 15-EMER.MGMT/TECH SUPPOR		307,004.00	21,189.44	109,495.79	35.67	0.00	(197,508.21)

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CAPITAL EXPENDITURES				
EMERGENCY MGMT / TECH SUPPORT				
2009 / 2010				
Budget Item	Date Acquired	Budget Amount	Actual Amount	Remaining Balance
Pagers (6 @ \$500 each - fire dept)		1,000.00		1,000.00
Total Capital Expenditures		1,000.00	0.00	1,000.00

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND

16-PUBLIC WORKS

DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>							
516-010	PUBLIC WORKS SALARIES	316,374.00	24,307.87	133,678.83	42.25	0.00	(182,695.17)
516-011	PUBLIC WORKS LONGEVITY	11,765.00	888.55	4,763.63	40.49	0.00	(7,001.37)
516-015	P.W .INCENTIVE PAY-BILINGUAL	1,800.00	138.48	761.64	42.31	0.00	(1,038.36)
516-018	P.W. EDUCATION PAY	300.00	23.08	126.94	42.31	0.00	(173.06)
516-020	PUBLIC WORKS OVERTIME	4,800.00	159.99	2,608.98	54.35	0.00	(2,191.02)
516-030	SOCIAL SECURITY	25,630.00	1,898.49	10,570.42	41.24	0.00	(15,059.58)
516-040	HEALTH INSURANCE	43,670.00	3,635.71	18,495.63	42.35	0.00	(25,174.37)
516-050	RETIREMENT	25,966.00	2,041.46	10,453.38	40.26	0.00	(15,512.62)
516-060	WORKERS' COMPENSATION	41,269.00	2,889.44	13,648.08	33.07	0.00	(27,620.92)
516-070	UNEMPLOYMENT COMPENSATION	1,350.00	0.00	0.00	0.00	0.00	(1,350.00)
516-095	TERMINATION PAY-OUT	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL SALARIES & BENEFITS	472,924.00	35,983.07	195,107.53	41.26	0.00	(277,816.47)
<u>OTHER EXPENSES</u>							
516-100	UTILITIES	38,000.00	3,212.49	11,669.54	30.71	0.00	(26,330.46)
516-130	TRAINING	1,200.00	754.50	914.50	76.21	0.00	(285.50)
516-140	EMPLOYMENT SCREENING	0.00	0.00	0.00	0.00	0.00	0.00
516-240	CONTRACT OUT MAINTENANCE	750.00	0.00	0.00	0.00	0.00	(750.00)
516-430	SUPPLIES	11,500.00	623.53	2,715.17	23.61	0.00	(8,784.83)
516-480	UNIFORM ALLOWANCE	8,000.00	492.44	1,994.91	24.94	0.00	(6,005.09)
516-510	VEHICLE OUTSIDE MAINTENAN	0.00	0.00	0.00	0.00	0.00	0.00
516-525	EQUIPMENT RENTAL	2,000.00	171.13	599.13	29.96	0.00	(1,400.87)
516-530	STREET SIGNS & MARKERS	5,000.00	613.96	2,073.60	41.47	0.00	(2,926.40)
516-700	CONTINGENCIES	2,000.00	493.96	593.96	29.70	0.00	(1,406.04)
516-710	STREET CRACK FILLING MATERIAL	0.00	0.00	0.00	0.00	0.00	0.00
516-720	ALLEY/CURB/SIDEWALK REPAIR	11,000.00	1,433.14	2,046.62	18.61	0.00	(8,953.38)
	TOTAL OTHER EXPENSES	79,450.00	7,795.15	22,607.43	28.45	0.00	(56,842.57)
<u>CAPITAL EXPENSES</u>							
516-800	CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
516-810	STREET CAPITAL REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 16-PUBLIC WORKS		552,374.00	43,778.22	217,714.96	39.41	0.00	(334,659.04)

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND
 17-ANIMAL CONTROL
 DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>							
517-010	SALARIES-ANIMAL CONTROL	27,293.00	2,099.26	11,573.87	42.41	0.00	(15,719.13)
517-011	LONGEVITY	420.00	32.32	177.76	42.32	0.00	(242.24)
517-020	OVERTIME-ANIMAL CONTROL	1,000.00	31.37	231.35	23.14	0.00	(768.65)
517-030	SOCIAL SECURITY	2,197.00	165.42	916.55	41.72	0.00	(1,280.45)
517-040	HEALTH INSURANCE	4,354.00	362.84	1,814.20	41.67	0.00	(2,539.80)
517-050	RETIREMENT	2,225.00	173.03	883.03	39.69	0.00	(1,341.97)
517-060	WORKER'S COMPENSATION	2,823.00	194.71	919.67	32.58	0.00	(1,903.33)
517-070	UNEMPLOYMENT COMP	<u>135.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	(<u>135.00</u>)
	TOTAL SALARIES & BENEFITS	40,447.00	3,058.95	16,516.43	40.83	0.00	(23,930.57)
<u>OTHER EXPENSES</u>							
517-230	VET/INPOUNDING/SHELTER	7,000.00	747.50	2,960.50	42.29	0.00	(4,039.50)
517-240	TRAINING & CERTIFICATION	1,000.00	0.00	0.00	0.00	0.00	(1,000.00)
517-420	EQUIPMENT & SUPPLIES	<u>700.00</u>	<u>0.00</u>	<u>251.49</u>	<u>35.93</u>	<u>0.00</u>	(<u>448.51</u>)
	TOTAL OTHER EXPENSES	8,700.00	747.50	3,211.99	36.92	0.00	(5,488.01)
<u>CAPITAL EXPENSES</u>							
517-800	CAPITAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL 17-ANIMAL CONTROL	49,147.00	3,806.45	19,728.42	40.14	0.00	(29,418.58)

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND

18-WCCPD

DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>							
518-010	WCCPD SALARIES	142,228.00	11,022.37	62,143.90	43.69	0.00	(80,084.10)
518-011	WCCPD LONGEVITY	2,280.00	175.44	895.68	39.28	0.00	(1,384.32)
518-014	WCCPD SPECIAL ASSIGN PAY-K-9	3,000.00	230.76	1,269.18	42.31	0.00	(1,730.82)
518-015	WCCPD INCEN PAY-BILING & SHIFT	2,400.00	119.87	684.95	28.54	0.00	(1,715.05)
518-017	WCCPD CERTIFICATION PAY	1,800.00	138.48	692.40	38.47	0.00	(1,107.60)
518-020	WCCPD OVERTIME	6,600.00	33.55	1,794.59	27.19	0.00	(4,805.41)
518-021	WCCPD-7K HOURS	0.00	0.00	102.74	0.00	0.00	102.74
518-030	WCCPD SOCIAL SECURITY	11,973.00	837.09	4,855.53	40.55	0.00	(7,117.47)
518-040	WCCPD HEALTH INSURANCE	17,910.00	1,463.25	7,374.25	41.17	0.00	(10,535.75)
518-050	WCCPD RETIREMENT	12,129.00	937.63	4,992.08	41.16	0.00	(7,136.92)
518-060	WCCPD WORKERS COMP	4,872.00	342.68	1,618.64	33.22	0.00	(3,253.36)
518-070	WCCPD UNEMPLOYMENT TAXES	570.00	0.00	0.00	0.00	0.00	(570.00)
518-095	WCCPD TERM.PAYOUT	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL SALARIES & BENEFITS	205,762.00	15,301.12	86,423.94	42.00	0.00	(119,338.06)
TOTAL 18-WCCPD		205,762.00	15,301.12	86,423.94	42.00	0.00	(119,338.06)

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND

19-INSPECTIONS

DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>							
519-010	INSPECTION SALARIES	89,035.00	6,849.78	37,675.39	42.32	0.00	(51,359.61)
519-011	INSPECTIONS LONGEVITY	1,440.00	87.72	482.46	33.50	0.00	(957.54)
519-015	INSP.INCENTIVE PAY-BILINGUAL	1,200.00	92.32	507.76	42.31	0.00	(692.24)
519-018	INSPECTION EDUCATION PAY	600.00	46.16	253.88	42.31	0.00	(346.12)
519-020	OVERTIME	600.00	17.33	148.99	24.83	0.00	(451.01)
519-030	SOCIAL SECURITY	7,105.00	542.62	3,019.35	42.50	0.00	(4,085.65)
519-040	HEALTH INSURANCE	8,802.00	728.70	3,643.50	41.39	0.00	(5,158.50)
519-050	RETIREMENT	7,198.00	567.46	2,908.15	40.40	0.00	(4,289.85)
519-060	WORKER'S COMPENSATION	1,095.00	77.88	367.88	33.60	0.00	(727.12)
519-070	UNEMPLOYMENT COMPENSATION	270.00	0.00	0.00	0.00	0.00	(270.00)
	TOTAL SALARIES & BENEFITS	117,345.00	9,009.97	49,007.36	41.76	0.00	(68,337.64)
<u>OTHER EXPENSES</u>							
519-120	DUES & SUBSCRIPTIONS	500.00	0.00	95.00	19.00	0.00	(405.00)
519-130	BONDS & TRAINING	4,000.00	0.00	542.31	13.56	0.00	(3,457.69)
519-140	EMPLOYMENT SCREENING	0.00	0.00	0.00	0.00	0.00	0.00
519-420	OFFICE SUPPLIES	1,000.00	154.87	735.44	73.54	0.00	(264.56)
519-430	SUPPLIES & EQUIPMENT	2,000.00	0.00	0.00	0.00	0.00	(2,000.00)
519-480	UNIFORMS	500.00	0.00	0.00	0.00	0.00	(500.00)
519-700	CONTINGENCIES	500.00	0.00	0.00	0.00	0.00	(500.00)
	TOTAL OTHER EXPENSES	8,500.00	154.87	1,372.75	16.15	0.00	(7,127.25)
<u>CAPITAL EXPENSES</u>							
519-800	CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 19-INSPECTIONS		125,845.00	9,164.84	50,380.11	40.03	0.00	(75,464.89)

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND

20-FINANCE

DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>							
520-010	FINANCE SALARIES	146,405.00	11,276.79	62,067.47	42.39	0.00	(84,337.53)
520-011	FINANCE LONGEVITY	3,660.00	272.34	1,497.87	40.93	0.00	(2,162.13)
520-015	FINANCE BILINGUAL PAY	600.00	46.16	253.88	42.31	0.00	(346.12)
520-018	FINANCE EDUCATION PAY	1,200.00	92.32	507.76	42.31	0.00	(692.24)
520-020	FINANCE OVERTIME	900.00	24.87	154.35	17.15	0.00	(745.65)
520-030	FINANCE SOCIAL SECURITY	11,687.00	891.50	4,912.66	42.04	0.00	(6,774.34)
520-040	FINANCE HEALTH INSURANCE	13,250.00	1,105.05	5,525.25	41.70	0.00	(7,724.75)
520-050	FINANCE RETIREMENT	11,839.00	937.00	4,752.42	40.14	0.00	(7,086.58)
520-060	FINANCE WORKERS COMP	732.00	54.52	257.52	35.18	0.00	(474.48)
520-070	FINANCE UNEMPLOYMENT COMP	405.00	0.00	0.00	0.00	0.00	(405.00)
	TOTAL SALARIES & BENEFITS	190,678.00	14,700.55	79,929.18	41.92	0.00	(110,748.82)
<u>OTHER EXPENSES</u>							
520-120	DUES & SUBSCRIPTIONS	1,000.00	0.00	0.00	0.00	0.00	(1,000.00)
520-130	BONDS & TRAINING	1,500.00	0.00	79.00	5.27	0.00	(1,421.00)
520-140	EMPLOYMENT SCREENING	0.00	0.00	0.00	0.00	0.00	0.00
520-420	OFFICE SUPPLIES	3,000.00	242.17	575.79	19.19	0.00	(2,424.21)
520-600	OFFICE EQUIP. & MAINT	600.00	0.00	173.40	28.90	0.00	(426.60)
520-700	CONTINGENCIES	600.00	0.00	1.10	0.18	0.00	(598.90)
	TOTAL OTHER EXPENSES	6,700.00	242.17	829.29	12.38	0.00	(5,870.71)
<u>CAPITAL EXPENSES</u>							
520-800	CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 20-FINANCE		197,378.00	14,942.72	80,758.47	40.92	0.00	(116,619.53)

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND

21-ECONOMIC DEVELOPMENT(E

DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>							
521-010	EDC SALARIES	175,024.00	12,798.70	64,854.12	37.05	0.00	(110,169.88)
521-011	EDC LONGEVITY	930.00	55.40	304.70	32.76	0.00	(625.30)
521-018	EDC EDUCATION PAY	1,800.00	69.24	380.82	21.16	0.00	(1,419.18)
521-020	EDC OVERTIME	900.00	96.49	112.28	12.48	0.00	(787.72)
521-030	SOCIAL SECURITY	13,945.00	1,013.18	5,130.78	36.79	0.00	(8,814.22)
521-040	HEALTH INSURANCE	13,308.00	1,110.56	4,827.12	36.27	0.00	(8,480.88)
521-050	RETIREMENT	14,127.00	1,063.74	4,970.03	35.18	0.00	(9,156.97)
521-060	WORKERS COMPENSATION	857.00	62.31	294.31	34.34	0.00	(562.69)
521-070	UNEMPLOYMENT COMPENSATION	555.00	0.00	12.12	2.18	0.00	(542.88)
521-095	TERMINATION PAY-OUT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS		221,446.00	16,269.62	80,886.28	36.53	0.00	(140,559.72)
<u>OTHER EXPENSES</u>							
521-430	SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
521-510	VEHICLE ALLOWANCE-DIRECTOR	0.00	0.00	0.00	0.00	0.00	0.00
521-515	HEALTH INS. ALLOWANCE-DIRECTOR	3,600.00	276.92	1,523.06	42.31	0.00	(2,076.94)
521-590	POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES		3,600.00	276.92	1,523.06	42.31	0.00	(2,076.94)
<u>OTHER INCOME/EXPENSES</u>							
521-900	TRANSFER TO EDC FUND	20,000.00	10,000.00	10,000.00	50.00	0.00	(10,000.00)
TOTAL OTHER INCOME/EXPENSES		20,000.00	10,000.00	10,000.00	50.00	0.00	(10,000.00)
TOTAL 21-ECONOMIC DEVELOPMENT(E		245,046.00	26,546.54	92,409.34	37.71	0.00	(152,636.66)

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND
 25-CITY MANAGEMENT
 DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>							
525-010	CITY MANAGEMENT SALARIES	180,810.00	13,908.48	76,496.64	42.31	0.00	(104,313.36)
525-011	LONGEVITY	4,902.00	370.16	2,035.88	41.53	0.00	(2,866.12)
525-017	CERTIFICATION PAY	900.00	69.24	380.82	42.31	0.00	(519.18)
525-018	EDUCATION PAY	900.00	46.16	253.88	28.21	0.00	(646.12)
525-019	TUITION REIMBURSEMENT	4,000.00	0.00	0.00	0.00	0.00	(4,000.00)
525-020	CITY MANAGEMENT OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
525-030	SOCIAL SECURITY	14,712.00	1,139.34	5,516.96	37.50	0.00	(9,195.04)
525-040	HEALTH INSURANCE	9,213.00	766.28	3,831.40	41.59	0.00	(5,381.60)
525-050	RETIREMENT	15,013.00	1,195.84	6,078.30	40.49	0.00	(8,934.70)
525-060	WORKER'S COMPENSATION	678.00	62.31	294.31	43.41	0.00	(383.69)
525-070	UNEMPLOYMENT COMPENSATION	270.00	0.00	0.00	0.00	0.00	(270.00)
525-095	TERMINATION PAYOUT	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL SALARIES & BENEFITS	231,398.00	17,557.81	94,888.19	41.01	0.00	(136,509.81)
<u>OTHER EXPENSES</u>							
525-120	DUES & SUBSCRIPTIONS	2,000.00	0.00	670.00	33.50	0.00	(1,330.00)
525-130	BONDS & TRAINING	2,000.00	209.10	832.22	41.61	0.00	(1,167.78)
525-140	EMPLOY. SCREENING & RECRUITM	12,000.00	419.60	2,804.60	23.37	0.00	(9,195.40)
525-420	OFFICE SUPPLIES	2,000.00	45.91	461.06	23.05	0.00	(1,538.94)
525-430	HR SUPPLIES	2,000.00	1,672.16	1,772.57	88.63	0.00	(227.43)
525-645	MEALS & ENTERTAINMENT	3,000.00	457.46	870.48	29.02	0.00	(2,129.52)
525-650	VEHICLE EXPENSE	4,800.00	553.86	3,046.23	63.46	0.00	(1,753.77)
	TOTAL OTHER EXPENSES	27,800.00	3,358.09	10,457.16	37.62	0.00	(17,342.84)
TOTAL 25-CITY MANAGEMENT		259,198.00	20,915.90	105,345.35	40.64	0.00	(153,852.65)

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND

27-POST OFFICE

DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>							
527-010	POST OFFICE SALARIES	35,260.00	2,597.43	14,602.38	41.41	0.00	(20,657.62)
527-011	LONGEVITY	175.00	0.00	0.00	0.00	0.00	(175.00)
527-015	P. O. INCENTIVE PAY-BILINGUAL	600.00	0.00	0.00	0.00	0.00	(600.00)
527-020	OVERTIME - POST OFFICE	675.00	68.43	92.67	13.73	0.00	(582.33)
527-030	SOCIAL SECURITY	2,808.00	203.94	1,124.23	40.04	0.00	(1,683.77)
527-040	HEALTH INSURANCE	4,354.00	362.84	1,814.20	41.67	0.00	(2,539.80)
527-050	RETIREMENT	2,070.00	160.92	795.34	38.42	0.00	(1,274.66)
527-060	WORKER'S COMPENSATION	175.00	15.58	73.58	42.05	0.00	(101.42)
527-070	UNEMPLOYMENT COMPENSATION	270.00	0.00	13.16	4.87	0.00	(256.84)
527-095	TERMINATION PAY-OUT	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL SALARIES & BENEFITS	46,387.00	3,409.14	18,515.56	39.92	0.00	(27,871.44)
<u>OTHER EXPENSES</u>							
527-120	DUES & SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0.00	0.00
527-130	BONDS & TRAINING	400.00	0.00	0.00	0.00	0.00	(400.00)
527-420	OFFICE SUPPLIES - POST OFFICE	2,000.00	407.58	1,210.09	60.50	0.00	(789.91)
527-590	POSTAGE - POST OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
527-600	OFFICE EQUIPMENT & MAINTENANCE	1,000.00	0.00	535.00	53.50	0.00	(465.00)
527-610	OFFICE EQUIPMENT LEASE	2,000.00	526.00	1,365.00	68.25	0.00	(635.00)
527-700	CONTINGENCIES	300.00	0.00	300.00	100.00	0.00	0.00
527-710	INVENTORY ADJUSTMENTS	400.00	0.00	0.00	0.00	0.00	(400.00)
	TOTAL OTHER EXPENSES	6,100.00	933.58	3,410.09	55.90	0.00	(2,689.91)
<u>CAPITAL EXPENSES</u>							
527-800	CAPITAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 27-POST OFFICE		52,487.00	4,342.72	21,925.65	41.77	0.00	(30,561.35)

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

01 -GENERAL FUND

29-MERIT INCREASES

DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>							
529-010	MERIT INCREASE SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
529-030	SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00	0.00
529-050	RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
529-060	WORKERS COMP	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 29-MERIT INCREASES		0.00	0.00	0.00	0.00	0.00	0.00
***	TOTAL EXPENDITURES ***	4,995,543.00	379,772.72	2,040,841.99	40.85	0.00	(2,954,701.01)
		=====	=====	=====	=====	=====	=====
**	EXCESS REVENUES/EXPENDITURES **	181,546.00	266,061.41	782,094.11	430.80	0.00	600,548.11
		=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

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BALANCE SHEET

AS OF: FEBRUARY 28TH, 2010

02 -GARBAGE FUND

ACCOUNT#	TITLE		
ASSETS			
=====			
1100	CASH	2,613.84	
1105	SAVINGS	121,313.85	
1115	INVESTMENT - TEXPOOL	32,019.09	
1120	INVESTMENT/ TREASURY BILL	0.00	
1315	DUE FROM GENERAL FUND	0.00	
1601	A/R-COMMERCIAL GARBAGE	32,798.20	
1605	A/R-RESIDENTIAL GARBAGE	10,501.38	
1606	ALLOW FOR DOUBTFUL ACCTS	(1,000.96)	
1607	A/R-RECYCLING INCOME	0.00	
1608	A/R - UNAPPLIED CREDITS	818.10	
1610	A/R-ACCRUED INTEREST	<u>0.00</u>	
			<u>199,063.50</u>
TOTAL ASSETS			199,063.50
			=====
LIABILITIES			
=====			
2315	DUE TO GENERAL FUND	52.86	
2410	A/P-SALES TAX	4,994.87	
2415	A/P-GARBAGE CONTRACTOR	53,633.15	
2420	DEFERRED REVENUE-RESIDENT	<u>43,432.19</u>	
TOTAL LIABILITIES			<u>102,113.07</u>
EQUITY			
=====			
3201	FUND BALANCE	<u>96,480.73</u>	
TOTAL BEGINNING EQUITY		96,480.73	
TOTAL REVENUE		318,317.61	
TOTAL EXPENSES		<u>317,847.91</u>	
TOTAL SURPLUS/(DEFICIT)		469.70	
TOTAL EQUITY & SURPLUS/(DEFICIT)			<u>96,950.43</u>
TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			199,063.50
			=====

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

02 -GARBAGE FUND

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
02	-GARBAGE FUND	764,300.00	64,474.86	318,317.61	41.65	0.00	(445,982.39)
***	TOTAL REVENUES ***	764,300.00	64,474.86	318,317.61	41.65	0.00	(445,982.39)
=====							
<u>EXPENDITURE SUMMARY</u>							
00	-GENERAL EXPENDITURES	754,300.00	54,739.02	317,847.91	42.14	0.00	(436,452.09)
***	TOTAL EXPENDITURES ***	754,300.00	54,739.02	317,847.91	42.14	0.00	(436,452.09)
=====							
**	EXCESS REVENUES/EXPENDITURES **	10,000.00	9,735.84	469.70	4.70	0.00	(9,530.30)
=====							

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FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

02 -GARBAGE FUND

REVENUES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
4101	INCOME-COMMERCIAL	255,100.00	22,659.47	111,451.82	43.69	0.00	(143,648.18)
4105	INCOME-RESIDENTIAL	494,200.00	40,571.07	198,261.85	40.12	0.00	(295,938.15)
4107	INCOME-RECYCLING	200.00	11.50	32.88	16.44	0.00	(167.12)
4110	INCOME-LATE CHARGE	12,000.00	1,019.32	7,304.94	60.87	0.00	(4,695.06)
4115	INCOME-INTEREST	2,600.00	194.27	1,192.74	45.87	0.00	(1,407.26)
4130	INCOME - MISCELLANEOUS	<u>200.00</u>	<u>19.23</u>	<u>73.38</u>	<u>36.69</u>	<u>0.00</u>	<u>(126.62)</u>
***	TOTAL REVENUES ***	764,300.00	64,474.86	318,317.61	41.65	0.00	(445,982.39)
		=====	=====	=====	=====	=====	=====

FKK

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2010

02 -GARBAGE FUND

00-GENERAL EXPENDITURES

DEPARTMENT EXPENDITURES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>							
500-010	EXPENSES-COMMERCIAL	210,300.00	20,026.85	98,766.62	46.96	0.00	(111,533.38)
500-020	EXPENSES-RESIDENTIAL	449,000.00	34,712.17	174,081.29	38.77	0.00	(274,918.71)
500-030	EXPENSES-ADMINISTRATIVE	95,000.00	0.00	45,000.00	47.37	0.00	(50,000.00)
500-040	EXPENSES-BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00
500-050	EXPENSES-MED.WASTE & CLEAN UP	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL SALARIES & BENEFITS	754,300.00	54,739.02	317,847.91	42.14	0.00	(436,452.09)
<u>OTHER INCOME/EXPENSES</u>							
500-900	EXPENSES-TRANSFER GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL OTHER INCOME/EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES		754,300.00	54,739.02	317,847.91	42.14	0.00	(436,452.09)
*** TOTAL EXPENDITURES ***		754,300.00	54,739.02	317,847.91	42.14	0.00	(436,452.09)
		=====	=====	=====	=====	=====	=====
** EXCESS REVENUES/EXPENDITURES **		10,000.00	9,735.84	469.70	4.70	0.00	(9,530.30)
		=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

7LL

BUDGET ADJUSTMENTS
APRIL 2010

BUDGET ADJUSTMENT FORM

TYPE OF TRANSFER:

_____ INTER-DEPARTMENTAL TRANSFER _____ INTRA-DEPARTMENTAL TRANSFER

~~X~~ SUPPLEMENTAL APPROPRIATION

FROM: FUND 01	DEPT.	ACCT. GL 3201 Fund Balance Carryover	AMOUNT
REASON: Appointment of Heather Weidenbach as Interim City Secretary From: GL 3201 Fund Balance Carryover			4,508
TOTAL			4,508

TO: FUND 01	DEPT. Civic Center	ACCT. Various See Below	AMOUNT
REASON: Appointment of Heather Weidenbach as Interim City Secretary			
To:	GL 511-010 Civic Center Salaries	3,898	
	GL 511-030 Civic Center Soc. Security 7.65%	298	
	GL 511-050 Civic Center Retirement 8.00%	312	
TOTAL:			4,508

REQUESTED BY: _____ DATE: _____
DEPARTMENT HEAD

RECOMMENDED BY: B. Mills DATE: 4-09-2010
FINANCE DIRECTOR

APPROVED BY:  DATE: 04-09-10
CITY MANAGER

APPROVED BY: _____ DATE: _____
CITY COUNCIL ACTION (SIGNED BY MAYOR)

7nn

Mills, Betsy

From: Harris, Lori
Sent: Wednesday, March 31, 2010 1:53 PM
To: Mills, Betsy
Subject: Salary Increase

Betsy,

As of March 19th Heather Weidenbach's salary is \$45,000.00;

Heather is filling in for Tracy's position while she is on administrative leave with pay. Heather will be exempt during this time period.



Lori Harris
Assistant City Manager
HR Director
p: 210-655-0022 ext. 2310
f: 210-655-8776
lharris@windcrest-tx.gov
8601 Midcrown
Windcrest, TX 78239
<http://www.windcrest-tx.gov>

Current Salary

37,713

New Salary

45,000

Difference

7,287

$\times \frac{6.42}{12}$ months

= \$ 3898

700

CITY OF WINDCREST BUDGET ADJUSTMENT FORM

TYPE OF TRANSFER:

☐ INTER-DEPARTMENTAL TRANSFER ☒ INTRA-DEPARTMENTAL TRANSFER
☐ SUPPLEMENTAL APPROPRIATION

FROM: FUND 01	DEPT. 525 City Mgmt	ACCT. GL 525-010 City Mgmt Salaries	AMOUNT
REASON: Termination Payout – City Manager (see attached contract)			
From: Account 525-010 City Management Salaries			11,898
TOTAL			11,898

TO: FUND 01	DEPT. 525 City Mgmt	ACCT. Various See Below	AMOUNT
REASON: Termination Payout-City Manager (see attached contract)			
To:	Account 525-095 Termination Payout-Vacation 200 hours	10,288	
	Account 525-030 Social Security 7.65%	787	
	Account 525-050 Retirement 8.00%	823	
TOTAL:			11,898

REQUESTED BY: _____ DATE: _____
DEPARTMENT HEAD

RECOMMENDED BY: Betsy Mills DATE: 4-9-2010
FINANCE DIRECTOR

APPROVED BY: Jon Pittman DATE: 04-13-10
CITY MANAGER

APPROVED BY: _____ DATE: _____
CITY COUNCIL ACTION (SIGNED BY MAYOR)

7PP

Mills, Betsy

From: Harris, Lori
Sent: Monday, April 12, 2010 4:52 PM
To: Mills, Betsy
Subject: FW: FW: Budget Adj. for Ronnie Cain termination payout

Betsy,

With the review of the City Attorney Mike Brennan of Retired City Manager Ronnie Cain's contract he is to be paid for his vacation accrual only.



Lori Harris
Assistant City Manager
HR Director
p: 210-655-0022 ext. 2310
f: 210-655-8776
lharris@windcrest-tx.gov
8601 Midcrown
Windcrest, TX 78239
<http://www.windcrest-tx.gov>

From: Michael Brennan [mailto:brenanlaw@gmail.com]
Sent: Monday, April 12, 2010 4:44 PM
To: Harris, Lori
Subject: Re: FW: Budget Adj. for Ronnie Cain termination payout

Lori,

Ronnie's contract does not address a termination resulting from his resignation or retirement. Since the contract is silent on resignation or retirement, there is no provision authorizing the payment to Ronnie of anything extra. As you will notice, there are provisions for the payment of "perks" if he is terminated without cause or forced to resign.

Since Ronnie retired of his own free will, without coercion by the City, he will be afforded payment for the same "perks" as any other retiring employee. Since the City does not pay for compensatory time, I do not see how Ronnie can be paid for that.

Mike

On Mon, Apr 12, 2010 at 10:04 AM, Harris, Lori <LHarris@windcrest-tx.gov> wrote:

Mike,

700

What is to be done regarding Ronnie's sick leave and comp requests? His contract I believe indicated he gets these if he is terminated but I don't believe it said anything about quitting or retirement so we need some direction on this as he is expecting it.

Top of Form



Lori Harris
Assistant City Manager
HR Director
p: 210-655-0022 ext. 2310
f: 210-655-8776
lharris@windcrest-tx.gov
8601 Midcrown
Windcrest, TX 78239
<http://www.windcrest-tx.gov>

Bottom of Form

From: Mills, Betsy
Sent: Monday, April 12, 2010 10:01 AM
To: Harris, Lori
Subject: Budget Adj. for Ronnie Cain termination payout

Did you find out from Mike Brennan whether we should include both vacation and sick hours, or just vacation?

I need to know whether to revise the budget adjustment

Thanks

7rr



Betsy Mills, Finance Officer

p: (210)655-0022 ext.2410

f:(210) 590-0733

bmills@windcrest-tx.gov

8601 Midcrown

Windcrest, TX 78239

<http://windcrest-tx.gov>

755

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this, 1st day of October 2008 to be effective immediately, by and between the City of Windcrest, State of Texas, a municipal corporation, hereinafter called "Employer," as party of the first part, and Ronnie Cain, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of the said Ronnie Cain as City Manager /City Treasurer of the City of Windcrest, as provided by Ordinance No. 359A; and

WHEREAS, it is the desire of the governing board, hereinafter called "Council," to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as City Manager/ City Treasurer of said City of Windcrest;

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

Section 1: Duties

Employer hereby agrees to employ said Ronnie Cain as City Manager/City Treasurer of said Employer to perform the functions and duties specified in said Ordinance of the City of Windcrest and to perform other legally permissible and proper duties and functions as City Council shall from time to time assign.

Section 2: Term

A. The term of this Agreement shall be indefinite and this Agreement shall be and remain in full force and effect until terminated by the Employee or the City Council as herein provided.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, paragraphs A and B, of this agreement.

C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 5 of this agreement.

Section 3: Suspension

Employer may suspend the Employee with full pay and benefits at any time during the term of this agreement, with or without cause, if a majority of the Council votes such suspension.

Section 4: Termination and Severance Pay

A. In the event Employee is terminated by the Council during the term of this agreement and during such time that Employee is willing and able to perform his duties under this agreement, then in that event Employer agrees to pay Employee a lump sum cash payment equal to eighteen months full salary and benefits. Employee shall also be compensated for all earned sick leave, vacation, holidays, compensatory time, and other accrued benefits to the date of termination.

In the event Employee is terminated for a conviction of a misdemeanor involving moral turpitude or personal gain, or any felony, then in that event, the Employer shall have no obligation to pay the severance payment designated in this Section.

B. In the event Employer, at any time during the term of this agreement, reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Council that he resign, then, in that event Employee may, at his option, be deemed to be "terminated" on the date of such reduction or such refusal to comply within the meaning and context of the herein required severance pay provision.

Section 5: Resignation

In the event Employee voluntarily resigns his position with Employer, then Employee shall give Employer three months notice in advance, unless the parties agree otherwise.

Section 6: Disability

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of six successive weeks beyond any accrued leave, Employer shall have the option to terminate this agreement.

Full

Section 7: Salary

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$107,000.00 payable in installments at the same time as other management employees of the Employer are paid. In addition, Employer agrees to increase said base salary and/or benefits of Employee in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given other employees generally.

Section 8: Performance Evaluation

A. The City Council shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be added to or deleted from as the City Council may from time to time determine. Further, the Mayor Employee shall be provided with a written statement of the findings of the Council and provide an adequate opportunity for the Employee to discuss his evaluation with the Council.

B. Annually, the Council and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City of Windcrest and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the Council and Employee mutually agree to abide by the provisions of applicable law.

Section 9: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours to the business of the Employer, and to that end Employee will be allowed to take compensatory time off as he shall deem appropriate during said normal office hours.

Section 10: Automobile

In order to properly discharge his duties, Employee shall have the exclusive and unrestricted use at all times during his employment with Employer, an automobile provided to him by Employer. During the times that Employer furnishes a car to Employee, Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the operation, maintenance and repair of said automobile.

Section 11: Cell Phone

In order to properly discharge his duties, Employee shall have the exclusive and unrestricted use at all times during his employment with Employer, a PDA type cell phone provided to him by Employer. During the times that Employer furnishes a cell phone to Employee, Employer shall be responsible for paying for the usage fees, maintenance, repair and accessories of said cell phone.

Section 12: Health and Life Insurance

Employer agrees to put into force and to make required premium payments for Employee of such insurance policies that are provided by Employer to other department heads of Employer.

Section 13: Dues and Subscriptions

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 14: Professional Development

A. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to the Texas Municipal League annual convention and such other national, regional, state, and local governmental groups and committees thereof which Employee services as a member.

B. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer.

Section 15: Personal Computer Purchase

FWW

Employer hereby agrees to provide a current model laptop personal computer and software for Employee's use at home. Employer shall also pay for Employee's High Speed Internet service related to Employee's city work.

Section 16: General Expenses

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses.

Section 17: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the employee under any law or ordinance.

Section 18: Other Terms and Conditions of Employment

A. The Council, in consultation with the employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the ordinances of the City of Windcrest or any other law.

B. All provisions of the City of Windcrest code, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other department heads.

Section 19: No Reduction of Benefits

Employer shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Employer.

Section 20: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Mayor, City of Windcrest
8601 Midcrown
Windcrest, Texas 78239
- (2) EMPLOYEE: Ronnie Cain
22011 Deer Canyon
Garden Ridge, Texas 78266

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon the heirs to the benefit of the heirs at law and executors of Employee.
- C. This agreement shall become effective upon signing by both parties.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. This agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. Venue shall lie exclusively in Bexar County, Texas.

IN WITNESS WHEREOF, the City of Windcrest has caused this agreement to be signed and executed on its behalf by its Mayor, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.



F.R. Cain, City Manager

Date: 10/01/2008



Jack H. Leonhardt, Mayor

744

CITY OF WINDCREST BUDGET ADJUSTMENT FORM

TYPE OF TRANSFER:

☐ INTER-DEPARTMENTAL TRANSFER ☐ INTRA-DEPARTMENTAL TRANSFER
☐ SUPPLEMENTAL APPROPRIATION

FROM: FUND 01	DEPT. Police	ACCT. 503-800 Capital Expenditures	AMOUNT
REASON: Memo Entry to Record Capital Lease for Fire Dept. Vehicle 2010 Ford Explorer			
From: Account 503-800 Capital Expenditures – Fire			20,821
TOTAL			20,821

TO: FUND 01	DEPT. Income	ACCT. 4900 Proceeds From Capital Lease	AMOUNT
REASON: Memo Entry to Record Capital Lease for Fire Dept. Vehicle 2010 Ford Explorer			
To: Account 4900 Income-Proceeds from Capital Lease			20,821
TOTAL:			20,821

REQUESTED BY: _____ DATE: _____
DEPARTMENT HEAD

RECOMMENDED BY: B. M. H. DATE: 4-09-2010
FINANCE DIRECTOR

APPROVED BY: [Signature] DATE: 04-09-10
CITY MANAGER

APPROVED BY: _____ DATE: _____
CITY COUNCIL ACTION (SIGNED BY MAYOR)

772

SCHEDULE 6499714 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease No. 6499700

This Equipment Schedule dated as of 02/19/2010, is being executed by Ford Motor Credit Company ("Lessor"), and City of Windcrest ("Lessee"), as a supplement to, and is hereby made a part of that certain Master Equipment Lease-Purchase Agreement dated as of 10/27/2003 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, and following items of Equipment:

QUANTITY	DESCRIPTION (MANUFACTURER, MODEL AND SERIAL NO.)	SUPPLIER
1	2010 Ford Exp 1FMEU6DE3AUA43014	Bluebonnet Motors, Inc.
EQUIPMENT LOCATION: City of Windcrest Fire Department 8601 Midcrown Drive Windcrest, TX 78239		

Initial Term: 36 Months

Commencement Date: 02/19/2010

Periodic Rent: 3 Consecutive Annual in Advance Payments of \$6,940.60 each (including interest), due under this Lease. The Periodic Rent Payment also includes any applicable sales/use tax due and payable on the Lease Payment Dates, set forth in Schedule 6499714, Page 2.

EXECUTED as of the date first herein set forth.

LESSEE: City of Windcrest
Fire Department

LESSOR: Ford Motor Credit Company

By:

F.R. Cain

Title:

City Manager

By:

Frank Mastrella

Title:

Operations Manager, Municipal Finance

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent this Schedule constitutes chattel paper, no security interest herein may be perfected through the possession of any counterpart other than Counterpart No. 1.

7aaq

Payment Schedule

Page 2

APR: 7.10%

Schedule Number: 6499714
Master Lease Number: 6499700

Lease Payment Number	Lease Payment Date	Lease Payment	Interest Portion	Principal Portion	Concluding Payment
1	2 / 19 / 2010	6,940.60	0.00	6,940.60	12,531.35
2	2 / 19 / 2011	6,940.60	889.73	6,050.87	6,480.48
3	2 / 19 / 2012	6,940.60	460.12	6,480.48	1.00
TOTALS		20,821.80	1,349.85	19,471.95	

7bhp



Street Report for the month of April 2010

Highlights

1. 4 days of street sweeping.
 2. Mondays pick up trash around the city and Mow, edge & trim City Hall, Fire dorns.
 3. Patch pot holes around the city, total 19 bags of asphalt patch.
 4. Alley repairs due to heavy rains:
Northgap – 2 days
Weatherly – 1 day
Sun haven – 2 days
Golfcrest – 1 day
Fenwick – 1 day
Winfield Cir. – 2 days
 5. Repair concrete alley at 400 Blk. of Fenwick, total of 2 days.
 6. Sidewalk patch on the 8700 blk. of Spanish moss.
 7. Replace and install street signs;
Windy Hollow at Spanish moss
Traffic arrow on Crestway (due to accident).
 8. Mow, Edge and Trim around the city as needed:
I.H.35 Access rd.
Crestwind Park
Windgarden cir.
Eagelcrest
Walzem
Takas park area
Maint.yard
R.V. yard
 9. Sprayed weeds around the city as needed;
Feb 1 all day.
March 2-3 all day.
 10. Sprayed weeds on Walzem rd. islands.
Feb 1
March 3
 11. Pick up 2 loads of red sand for little leagh.
- 10 day of heavy rain.
6 day of freezing weather (under 32 degree).
6 days of light rain.

Windcrest EDC Report for the month of June 2009

Goals	
Work on Walzem rd. Island and trim trees in green spaces.	
Summary	
Respectively submitted to the City Council through the City Manager	
<i>C. Lackey</i> <i>March 8, 2010</i>	
SIGNATURE DATE	
Please contact me with any questions concerning this report <i>This reporting is required by the City of Windcrest Charter § 5.02.3(h).</i>	

WARRANT OFFICER REPORT FOR THE MONTH OF MARCH 2010			
Citation No#.	Defendant Name	Warrant Officer Comments	Fine/Fee paid
Page 1 of 2			
69161 (2010)	Charles, Shamika	Contacted subj regarding Warrants. Subj will post bond.	Posted Bond \$400
68531 (2009)	Ramos, Caesar	Went to listed residence address. No ans. Left Red Tag.	Posted Bond \$100
58336 (2006)	Ford, Cecily	Went to listed residence address. No ans. Left Red tag.	Fine/Fees \$936
68726 (2009)	Ensley, Jessica	Went to listed residence address. Red Tag w/roommate.	Posted Bond \$100
67467 (2009)	Craig, Takeisha	Went to listed residence address. No ans. Left Red Tag.	Fine/Fees \$179
68707 (2009)	Turner, David	Contacted subj regarding Warrants. Subj will post bond.	Posted Bond \$200
68334 (2009)	Coulter, Thomas	Went to listed residence address. Subj will pay fine/fees.	Fine/Fees \$369
58987 (2007)	Rodriguez, Cynthia	Contacted subj regarding Warrant. Subj will pay fine/fees.	Fine/Fees \$258
68391 (2009)	Sheffield, Nicole	Went to listed residence address. Left Red tag w/subjs boyfriend.	Posted Bond \$200
67168 (2009)	Guerrero-Tellez, Eduardo	Went to listed residence address. Left Red Tag w/subjs Mother.	Fine/Fees \$414
57834 (2006)	Garnett, Monique	Contacted subj regarding Warrant. Subj will pay fine/fees.	Fine/Fees \$247
55346 (2005)	Hickman, Tiffanie	Went to listed residence address. Subj will post bond.	Posted Bond \$200
68221 (2009)	Guzman, Samuel	Went to listed residence address. Red Tag w/subj's Wife.	Posted Bond \$200
68833 (2009)	Gomez, Margarita	Went to listed residence address. Subj will post bond.	Posted Bond \$300
46498 (2003)	Wiatrek, Rebecca	Went to listed residence address. No ans. Left Red tag.	Posted Bond \$400
67031 (2009)	Torres, Geraleese	Went to listed residence address. Subj will pay fine/fees.	Fine/Fees \$130
55470 (2005)	Zapata, Alberto	Went to listed residence address. No ans. Left Red Tag.	Fine/Fees \$52
58486 (2006)	Castillo, Irma	Contacted subj regarding Warrant. Subj will pay fine/fees.	Fine/Fees \$330
69427 (2009)	Villareal, Eli	Contacted subj regarding Warrants. Subj will post bond.	Posted Bond \$200
67972 (2009)	Williams, Kirsten	Went to listed residence address. No ans. Left Red tag.	Fine/Fees \$307
51103 (2004)	Garza, Cassandra	Contacted subj regarding Warrants. Subj will post bond.	Posted Bond \$300
68449 (2009)	Ortiz, Jesse	Went to listed residence address. Subj will post bond.	Posted Bond \$200
66997 (2009)	Roberts, Raven	Went to listed residence address. No ans. Left Red tag.	Fine/Fees \$481
68622 (2009)	Gibson, Terrell	Went to listed residence address. No ans. Left Red Tag.	Posted Bond \$100
68754 (2009)	Boston, Agnes	Contacted subj regarding Warrant. Subj will post bond.	Posted Bond \$100
67909 (2009)	Camarillo, August	Contacted subj regarding Warrants. Subj granted Time Served.	Fine/Fees \$30
68844 (2009)	Williams, Chavon	Contacted subj regarding Warrants. Subj will pay fine/fees.	Fine/Fees \$462
67798 (2009)	Moreira, Ramon	Went to listed residence address. Red Tag w/subj's Wife.	Fine/Fees \$185
68323 (2009)	Valdez, Mark	Went to listed residence address. Red Tag w/subj's Mother.	Posted Bond \$100
65323 (2009)	Miller, Kayla	Went to listed residence address. No ans. Left Red Tag.	Fine/Fees \$75
68522 (2009)	Espinosa, Robert	Went to listed residence address. Subj will post bond.	Posted Bond \$200
66862 (2009)	Coleman, Chimere	Went to listed residence address. No ans. Left Red Tag.	Fine./Fees \$50

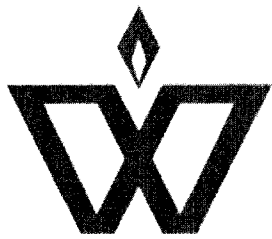
Citation No#.	Defendants Name	Warrant Officer Comments	Fine/Fees Paid
Page 2 of 2		MARCH 2010	
69030 (2009)	Carter, Kiara	Went to listed residence address. No ans. Left Red Tag.	Posted Bond \$200
68123 (2009)	Portis, Mary	Went to listed residence address. No ans. Left Red Tag.	Posted Bond \$200
68304 (2009)	Samuel, Anthony	Contacted subj at work #. Subj will pay fine/fees.	Fine/Fees \$746
68451 (2009)	Jemeyson, Dawn	Went to work location. Subj will post bond.	Posted Bond \$200
67931 (2009)	Daniels, Charles	Went to listed residence address. Red Tag w/subj's Father	Fine/Fees \$185
61917 (2008)	Wilkins, Samuel	Went to listed residence address. Subj granted Time Served.	Fine/Fees \$90
68468 (2009)	Sutton, Jasmine	Went to listed residence address. Red Tag w/relative.	Fine/Fees \$170
66662 (2009)	Ainslie, Gary	Went to listed residence address. Red Tag w/subj's Father.	Fine/Fees \$304
67768 (2009)	Rivers, Justin	Went to listed residence address. Red Tag w/subj's Relative.	Posted Bond \$100
61826 (2008)	Garcia, Demetrius	Went to listed residence address. No ans. Left Red Tag.	Posted Bond \$100
60652 (2007)	Lopez, Edwin	Went to listed residence address. No ans. Left Red Tag.	Fine/Fees \$170
68471 (2009)	Walker, Melvin	Went to listed residence address. No ans. Left Red Tag.	Posted Bond \$100
58055 (2006)	Salisbury, Ebony	Contacted subj regarding Warrants. Subj granted Time Served.	Fine/Fees \$30
68796 (2010)	Rasmussen, Matthew	Went to listed residence address. Left Red Tag w/relative.	Posted Bond \$300
69257 (2010)	Torres, Marsha	Contacted subj regarding missed Court Date. Subj will pay fine.	Fine/Fees \$359
67070 (2009)	Morris, Marciece	Went to listed residence address. No ans. Left red tag.	Fine/Fees \$80
67831 (2009)	Valdez, Anallely	Went to listed residence address. Left Red Tag w/relative.	Fine/Fees \$92
68999 (2010)	Pratt, Sharon	Went to listed residence address. Subj will post bond.	Posted Bond \$200
67424 (2009)	Aju, Carlos	Went to listed residence address. No ans. Left Red Tag.	Fine/Fees \$264
68391 (2009)	Sheffield, Nocolle	Contacted subj regarding Warrant. Subj will pay fine/fees.	Fine/Fees \$85
69683 (2010)	Perez, Ignacio	Contacted subj regarding Warrants. Subj will pay fine/fees.	Fine/Fees \$1032
69267 (2010)	Taylor, Sidney	Went to listed residence address. No ans. Left Red Tag.	Posted Bond \$200
69445 (2010)	Puente, Eva	Went to listed residence address. Left Red Tag w/subj's Son.	Posted Bond \$200
68516 (2009)	Munoz, Michelle	Went to listed residence address. Left Red Tag w/subj's Father.	Posted Bond \$100
MARCH 2010	WORKED 56 CASES	\$13,312 FINES, FEES, BONDS COLLECTED	
2010 FIRST QUARTER	JANUARY, FEBRUARY, MARCH	TOTAL: \$40,458.50	

CITY OF WINDCREST MUNICIPAL COURT - OFFICIAL MONTHLY REPORT

	Oct. '09	Nov	Dec	Jan. '10	Feb	March	April	May	June	July	Aug.	Sept.	TOTAL
Cases Filed	618	505	598	495	676	526							
Fines Paid	64	42	49	50	55	73							
Bond Forfeiture	0	0	0	0	0	0							
Not Guilty	12	38	16	27	28	22							
Guilty	64	64	70	54	81	58							
Dismissed	90	121	107	88	114	108							
Compliance Dismissals	42	40	32	45	44	49							
Defensive Driving	28	24	19	22	46	30							
Deferred Disposition	75	50	59	61	95	66							
Insurance	32	20	18	12	25	11							
Orders for Community Svc.	3	0	0	1	1	1							
Appeals	0	0	0	0	0	0							
TOTAL CASES HEARD	349	354	370	310	434	347							
Failure to Appear/Warrants	175	184	302	172	229	240							
Warrant Officer Fine/Fee Collected	12,082	11,692.15	5,601	8,970	18,176	13,312							
Warrant Officer Activity	42	47	24	31	59	56							
Court Fines	29,188.75	25,775.37	24,131.19	27,689.42	35,153.11	34,723.82							
State Fees	14,414.50	15,611.07	15,785.02	15,554.28	18,113.71	16,646.29							
City Share of State Fees (10%)	1,441.45	1,561.11	1,578.50	1,555.43	1,811.37	1,664.63							
Court Technology Fund	831.08	856.71	901.15	865.24	1,076.40	960.39							
Court Building Security Fund	623.32	642.49	675.90	648.94	807.24	720.72							
Fee to Omni/State	2,204.34	1,762.94	2,089.41	1,338.40	2,108.20	2,204.29							
Linebarger Fees (as of 08-01-09)	266.32	348.90	151.20	351.60	1,628.14	500.22							
TOTAL CITY REVENUE	30,630.20	27,336.48	25,709.69	29,422.85	36,964.48	36,388.45							
PRIOR Years Total Collections	35,415.33	30,162.96	27,988.22	35,002.45	39,467.98	34,923.41	32,773.82	26,431.52	24,540.96	29,304.68	23,630.86	21,758.67	361,400.86

(October 08-Sept. 09)

Warrant Officer Fine/Fee Collected	10,877	11,369.25	7,710	14,502	21,443	24,662	14,813	14,055	15,460	9,297.5	9,530.30	9,590	163,309.05
Warrant Officer Activity	49	47	40	64	78	93	66	60	64	41	52	46	700



WINDCREST TEXAS

Windcrest Public Information and Marketing Report for the month of April 2010

Highlights

- 1) Fire Department
 - a. Continue to monitor and evaluate materials being posted on Windcrest Fire Department Web site
- 2) Texas Creative
 - a. Continue to evaluate and discuss brand standards with Department Heads and the uses of the logo and tagline
 - b. Stressed the importance of the logo and the branding process to City employees
 - c. Worked with Stephanie Bailey on the construction of the new EDC Web site
 - d. Evaluate and distribute materials to Texas Creative to be posted to site
 - e. Worked through some of the final staging and evaluations of the new site
 - f. Approved the site
 - g. Launched the new EDC Website- www.developwindcrest.org
 - h. Worked with Texas Creative on the creation of emails for EDC employees
- 3) Web site
 - a. Assisted IT with new City Web site
 - b. Construct, wrote and took photographs for EDC pages
 - c. Took photographs and designed pictures for the opening page of the Web site
 - d. Continue to update pages for better and up to date information
- 4) Newsletter
 - a. Completed recommendations and implement newsletter changes
 - b. Gathered, edited, and worked with Neighborhood News on newsletter editions
 - c. Worked on the online newsletter and uploaded the April edition on the Web
- 5) Twitter and Facebook
 - a. Continue to update Twitter and upcoming events on Facebook almost daily.
 - b. Continue to take pictures of city events and post on Facebook
 - c. Established a better system to update city events on Twitter and Facebook
- 6) Media
 - a. Continue to develop media relations and work to promote city projects
 - b. Collaborated with City officials and EDC officials on several media events
 - c. Designed an advertisement for the 2010 Business Directory and Community Guide and wrote an editorial
 - d. Designed an advertisement for the 15th Annual Windfest
- 7) Office Depot
 - a. Met with Lori Harris and several individuals from Office Depot concerning our printing needs
 - b. Gathered necessary information and items for Office Depot representatives
 - c. Worked with a team to establish an online ordering Web site for the entire city
 - d. Loaded and formatted forms for easier ordering
- 8) Rebranding of the City
 - a. Worked with ROBCO to order shirts and other rebranding materials for city staff

Windcrest Public Information and Marketing Report for the month of April 2010

9) The Trade Group

- a. Worked with Dollie Bodin at the Trade Group to develop ideas for the EDC's new convention display
- b. Gathered and photographed various Windcrest areas for the display.

Goal

1. Continue to work with Texas Creative on the rebranding vision for the City
2. Work with Texas Creative on new concepts and new way to use the brand.
3. Continue to work with department heads on topics for Twitter and Facebook
4. Continuously work to re-brand Windcrest as a city
5. Work on the new online newsletter and develop new and exciting ideas for the various editions.
6. Work closely with public to keep them informed on issues and topics that arise in the City.
7. Continue to keep Windcrest in the news positively.

Summary

This month has been busy with new projects. We have finally finished wrapping and placing the new city logo on the new rescue. It looks great! We have launched the new EDC Web site which I think will be a great tool to get Windcrest to developers and prospective business owners. I have worked hard to place positive news in the papers and advertising to promote Windcrest and city events. Office Depot has been great to work with for our printing needs. Once everything goes online, the city staff can order the forms and papers they needs at a competitive government price.

Respectively submitted to the City Council through the City Manager



April 5, 2010

SIGNATURE

DATE

J. Wilkinson

Marketing and Public Information Officer

Please contact me with any questions concerning this report 210-314-9191

This reporting is required by the City of Windcrest Charter § 5.02.3(h).



EM/IT Department report for the month of March 2010.

Highlights

1. Contacted CERT members by phone and e-mail, will hold first meeting in April.
2. With other City department heads, we assisted with Windfest event planning and execution.

Goals

1. Setup meeting date, organize and revitalize CERT volunteers.
2. Assist with Windfest event planning and execution.
3. Attend Windcrest Proud quarterly mixer on April 9, 2010.
4. Finalize setup and train clerks on ETS credit card processing through InCode.

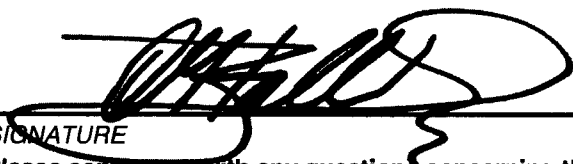
Summary

We created, setup, printed and had STRAC badges made for Josephine and Becky. Assisted finance department with the scanning and submitting of the Treasurer's report for the March City Council Packet when their multi-function device was not working. With the assistance of Knight Office Solution, we replaced necessary parts to keep Finance multi-function printer operational by replacing wear items. With the Court Clerk, we were able to examine and set software permissions for all InCode users. Re-setup EDC Secretary's access to the City Calendar and remove e-mail signature with editorial marks. Reset power to dispatch main station monitors to correct an issue with one of the monitors. With administrator access we reinstalled the Epson scanner for CID. Corrected a Citizen's Patrol complaint about duty cell phone. Reprogrammed speed dial numbers for dispatch, and now it is working fine. Worked with Commercial Electronics to adjust voice recording level to ensure proper recording for the voice logging system. Restarted camera server to refresh recorded history. With administrator access, we updated Spillman client applications on all patrol computers. Reset phone message and password for Deputy Court Clerk so that she will be able to receive voice mail messages. Changed the home page scroll and pictures for the slide show for the month of March. Added several upcoming events to the Calendar on the City's website to include the Rackspace Chili cook-off and Windfest. Reset VPN connection to maintenance yard to correct connectivity issues with time clocks and workstations. Fixed firewall issues that were preventing transmitting to Texas DPS for license holds and releases. Fixed power issue with patrol sergeant's workstation when connection had become loose. Ran WSUS updates and restarted update schedule to workstations. Corrected issue with the Court Clerk being able to access the City Calendar in Outlook when connection was dropped and needed to be setup again. Removed Mark Turner's access to the computer systems upon his resignation. Performed consistency checks on all

EM/IT Department report for the month of March 2010.

RAIDs in all effected servers. As per request from City management and administration, changed the access to websites and began to "lock down", program access on the workstations throughout the City. Fixed printing from older BADGE program for Police Department Records Division. Upgraded RAM on two CID computers for better performance on the applications they are running. With teacher's permission, moved TR intern to morning schedule on B days instead of afternoons. Began troubleshooting to DVD/CD players in one CID workstation and the Fire Chief's workstation. Ordered upgrade parts for the inspections computer.

Respectively submitted to the City Council through the City Manager


A handwritten signature in black ink, appearing to be "J. Hall", is written over a horizontal line.

April 12, 2010

DATE

SIGNATURE

Please contact me with any questions concerning this report

This reporting is required by the City of Windcrest Charter § 5.02.3(h).



WINDCREST TEXAS

Report for the month of March 2010

Highlights

- 1) During the month of March, CID investigated, identified and arrested a suspect in connection with 2 aggravated robberies of an individual at the Chase Bank. The suspect confessed to both crimes.
- 2) Officers were called to the Peach Tree Hotel parking lot for a suspicious person. Officers arrived and found the suspect walking away from the parking lot. A pat down for officer safety revealed the suspect had a pistol on his person. He was arrested and transported to the magistrate's office.

Goals

- 1) Detective Sergeant Scott Purcell graduate from the Law Enforcement Management Institute of Texas.
- 2) Lt. Dale Clark graduate from the Law Enforcement Management Institute of Texas.

Summary

Proactive police activities: 1,042 year to date total 3,182
Citizen calls for service: 427 year to date total 1,200
Felony arrests: 3 year to date total 8
Misdemeanor arrests: 16 year to date total 86
Moving traffic violations: 391 year to date total 1,154
Other non-traffic violations: 23 year to date total 89
Warning Citations: 42 year to date total 297
Code Violations: 19 year to date total 41

Respectively submitted to the City Council through the City Manager

Joe Pabon

SIGNATURE

April 6, 2010

DATE

Please contact me with any questions concerning this report

This reporting is required by the City of Windcrest Charter § 5.02.3(h).

CALLS FOR SERVICE SUMMARY

	Mar-10	Year to Date
Proactive Police Activities (*)	1,042	3,182
Citizen Calls for Service (**)	427	1,200
TOTAL	1,469	4,382

ARREST SUMMARY

	Mar-10	Year to Date
Felony Arrests	0	8
Misdemeanor Arrests	16	86
TOTAL	16	94

CITATION SUMMARY

	Mar-10	Year to Date
Moving Traffic violations	391	1,154
Other Non-Traffic Violations	23	89
TOTAL	414	1243
Warning Citations	42	297

CODE ENFORCEMENT

	Mar-10	Year to Date
Code Violations	19	41

(*) residential & business checks, traffic activities, officer on-sight reports, other self-initiated activities

(**) calls received for police service from citizens & businesses

Prepared by Chief Joe Pabon



WINDCREST TEXAS

Volunteer Department Report for the month of March 2010

Highlights

- Plans are underway for the annual Firefighter's Picnic – the Association is holding monthly meetings in preparation for the picnic. Just a reminder that the Association decided to stay with the traditional May date, this year it is May 15th.
 - The Association is looking at some options to change picnic in a few ways to try to draw in outside interest while maintaining the important connection to the city residents.
 - The Association decided to postpone the planned Casino Night due to need to focus on the Picnic.
- Chief Reese, the Firefighter of the Year (John Moseley) and the Medic of the Year (Derek Santos) will be attending the Fire Department Instructor Conference (FDIC) the third week in April.
- We have enjoyed a very good reputation over the last year or so.
 - We currently have 11 candidates in the application process
 - For the first time in the history of the department, all interior firefighters hold a certification from the State Fireman's and Fire Marshal's Association
 - We hosted the San Antonio College Fire Academy Cadets as part of a Fire Station Tour and Aerial Demonstration.

Goal

- We have two Eagle Scout Candidates that are using painting fire hydrants as an Eagle Project. One of the Scouts is from the Windcrest Scout Troop, the other is from Troop 315 in China Grove.
 - The Scouts have split the city for each project. The Scout from Troop 315 plans on painting hydrants on the West side of the city on April 17th if weather allows
 - The Scout from Windcrest is submitting the appropriate paperwork to the Scouting organizations and plans on painting soon also. The Windcrest Scout did paint the hydrants on Midcrown in preparation for the 50th Anniversary.

Summary

During the month of March 2010, the Fire Department responded to 160 calls. 120 EMS, 10 fire and 30 other, which included assists to the public, false alarms, hazardous and good intent calls.

The average response times for the City include calls to the new annexation area, and San Antonio mutual aid calls. The average response time to the County includes mutual aid and automatic aid to other Cities.

Volunteer Department Report for the month of November 2009

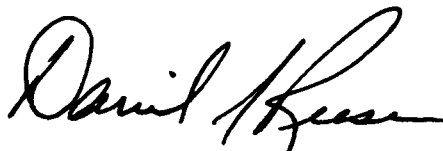
Average response time:

City	67 Calls	03 min. 51 seconds
County	63 Calls	04 min. 53 seconds
Annex	11 Calls	04 min. 27 seconds

▪ Rainfall:

March	02.51 inches
Year-to-date	11.42 inches

Respectively submitted to the City Council through the City Manager



April 15, 2010

SIGNATURE

DATE

Please contact me with any questions concerning this report

This reporting is required by the City of Windcrest Charter § 5.02.3(h).



WINDCREST TEXAS

Report for the month of March 2010

Highlights

1. Legacy submitted four (4) permits for Winbrook Estates.

Goals

Summary

A total of 67 permits were issued for the month with permit fees totaling \$17,599.90.
67 inspections were performed.
Permit Fees FY 09/10: YTD \$97,861.10

Respectively submitted to the City Council through the City Manager

April 12, 2010

SIGNATURE

DATE

David Cadena, Director of Building Services

Please contact me with any questions concerning this report 655-0022 ext. 2440

This reporting is required by the City of Windcrest Charter § 5.02.3(h).