



**AGENDA
CITY OF WINDCREST, TEXAS**

REGULAR CITY COUNCIL MEETING

February 25, 2013

**Regular City Council Meeting
4:45 P.M.**

**Department Head Reports
5:15 P.M.**

NOTICE IS HEREBY GIVEN THAT A REGULAR WINDCREST CITY COUNCIL MEETING WILL BE HELD AT WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS ON THE 25th DAY OF FEBRUARY 2013 STARTING AT 4:45 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 FEBRUARY 25, 2013 AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, FEBRUARY 26, 2013 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. 618 (09/20/10), Repealing Ordinance No. 593

At all City Council, City Commission or City Board meetings, the agenda shall include a "citizens to be heard" item. It is suggested that Citizens wishing to speak during this item 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 prior to the vote on the agenda item. A member of the public will have a total of six (6) minutes to be heard during a City Council, City Commission or City Board Meeting. This

does not include any responses from the body. The six (6) minutes time limit authorized herein may not be transferred to another speaker in whole or in part. The presiding Officer or his/her 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: a statement of specific factual information in response to an inquiry made by a member of the public or of the City Council, or; 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. Any question posed by a Citizen, Council Member, Board Member or Commission Member for which an answer is not available at a meeting shall be answered by a member of the staff or Presiding Officer at the next regular meeting of the Body, if an answer is reasonably available and prudent. If the information is sensitive, staff will seek advice from the City Attorney.

REQUEST ALL PAGERS AND CELL PHONES BE TURNED OFF, EXCEPT EMERGENCY ON-CALL PERSONNEL. CITIZENS ARE ASKED TO REFRAIN FROM TALKING DURING COUNCIL PROCEEDINGS.

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, Invocation and Announcement

II. Monthly Department Reports Month Ending January 31, 2013 For FY 2012 / 2013 (5:15 p.m.)

1. **Fire Department** – Dan Reese, Fire Chief will present the monthly Fire Department report for the month of December. The discussion will include Summary of Calls for the Month of January 2013 (FY 2012 / 2013) including the response times for the City, County and Annexed area. (Att. 1)
2. **Police Department** – Police Chief Al Ballew, will present the monthly Police Department including Code Enforcement and Animal Control reports for the month of January 2013. (FY 2012 / 2013). (Att. 2)
3. **Public Works/Landscaping** – Tom Garcia, Director of Public Works will present the monthly Public Works and Landscaping reports for the month of January 2013 (FY 2012 / 2013). (Att. 3)
4. **City Secretary / Civic Center** – Kelly Rodriguez, City Secretary / Asst. Court Administrator, will present the City Secretary and Civic Center report for the month of January 2013 (FY 2012 / 2013). (Att. 4)
5. **Court** – Rafael Castillo, Jr., City Manager / Court Administrator and Kelly Rodriguez, City Secretary / Asst. Court Administrator, will present the Municipal Court report for the month of January 2013 (FY 2012/2013).(Att. 5)

6. **Building Service/Health/Post Office** – Rafael Castillo, Jr., City manager and Heather Weidenbach, Asst. City Secretary / Permits Clerk / Post Office Supervisor will present the Building Services, Health and Post Office report for the month of January 2013 (FY 2012 / 2013) (Att. 6)
7. **EDC** – Sherry Mosier, EDC Director will present the EDC report for the month of January 2013 (FY 2012 / 2013). (Att. 7)
8. **Public Affairs / PR / Marketing / Event Specialist** – Kayte Brought will present an update on upcoming City projects and events. (Att. 8)

III. Citizens to be Heard on Subsequent and Non-Subsequent Agenda Items

1. A member of the public will have three (3) minutes to discuss non-subsequent agenda items.
2. A member of the public will have six (6) minutes to discuss subsequent agenda items.
3. City Council may discuss and respond to current and past agendas on subsequent and non-subsequent agenda items by citizens to be heard.

IV. Regular City Council Meeting (4:45 P.M.)

V. Capital Improvement Projects

1. City Council will receive a Capital Improvement Project (CIP) Monthly Design Status update from Andrew Hunt, with Raba-Kistner & Leonard Young with Young Professionals. (Att. 9)

VI. Unaudited Financials

City Council may take action if deemed necessary

1. Sarah Mangham, Municipal Finance Officer, will present City Council the unaudited Balance Sheet year to date comparisons for month ending January 31, 2013 (FY 2012-2013). (Att. 10)

VII. Presentations

1. City Council will acknowledge Donald and Eloisa Spencer and Beverly Jones and her family for the fostering of “stray dog” Penny Lane and her six puppies (Casey, Misty, Max, Sadie, Charlie Brown, and Bear) since the beginning of Dec 2012.

VIII. Ordinances **"In conjunction with the first reading of an ordinance, a motion should be made to either "reject the proposed ordinance" or "to forward the proposed ordinance to a subsequent City Council meeting for final adoption at its second reading". **

1. City Council will review, discuss and may take action on Ordinance No. 2013-687(O), an ordinance approving and adopting an amendment to the budget of the Wincrest Crime Control and Prevention District (WCCPD) to reflect increased sales tax revenues of \$90,000.00, and approving and adopting an amendment to the City of Windcrest Budget for the fiscal year beginning October 1, 2012 and ending on September 30, 2013 for the expenditure of \$132,747.60 for public safety equipment; and establishing a savings clause and an effective date. **Second Reading** (Att. 11) (Ref: 01.16.13 WCCPD http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1015 00:27:36 and 01.28.13 RCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1019 and Ref: 02.04.2013 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1022 00:55:03)
2. City Council will review, discuss and may take action on Ordinance No 2013-690(O), an ordinance repealing the City of Windcrest Ethics Code and adopting a new Windcrest Ethics Policy. **Second Reading** (Att. 12) (Ref: 01.28.13 RCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1019 00:40:30 and Ref: 02.04.13 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1022 01:14:35)

IX. Resolutions

1. City Council will review, discuss and may take action on Resolution No. 2013-417(R), a resolution approving a contract and the fee of IDS Engineering Group for Engineering services for the city's roadway capital improvement program and authorizing the City Manager to issue a request for proposals or bids for the construction of such roadway capital improvements throughout the City of Windcrest. (Att. 13)(Ref: 01.28.13 RCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1019 03:27:34)

X. Discuss and Act

1. City Council will review, discuss and may take act on the first quarter budget adjustment.

XI. Executive Session (Part 1)

1. City Council will convene into a closed session as authorized by Section 551.074(a)(1) of the Texas Government Code, as amended, to deliberate the employment, evaluation and duties of the following city officers... (Att. 14)

- City Manager / Investment Manager / Court Administrator / Treasurer – Rafael Castillo, Jr.
- Municipal Finance Officer / Human Resources / IT c/o – Sarah Mangham
- City Secretary / Asst. Court Administrator – Kelly Rodriguez
- Police Chief – Al Ballew
- Fire Chief – Dan Reese
- Director of Public Works – Tom Garcia
- Public Affairs/ PR / Marketing – Kayte Brought

XII. Open Session/Discuss and Act (Part 1)

1. City Council will discuss and may take action to deliberate the employment, evaluation and duties of the following city officers...

- City Manager / Investment Manager / Court Administrator / Treasurer – Rafael Castillo, Jr.
- Municipal Finance Officer / Human Resources / IT c/o – Sarah Mangham
- City Secretary / Asst. Court Administrator – Kelly Rodriguez
- Police Chief – Al Ballew
- Fire Chief – Dan Reese
- Director of Public Works – Tom Garcia
- Public Affairs/ PR / Marketing – Kayte Brought

XIII. General Announcements & Future Agenda Items Requested

Per Ordinance No. 618, repealing Ordinance No. 593; Section 9: Every agenda shall include an item entry granting a member the opportunity to propose an item for consideration of future agendas for Regular or Special Meetings. Any member may request the inclusion of such items at any meeting.

XIV. 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 the meeting on February 25, 2013.

By:  , 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 Kelly Rodriguez, City Secretary, at 210-655-0022 ext. 2150 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 ____ February, 2013.

_____ **Title:** _____



WINDCREST

TEXAS

Volunteer Fire Department Report for the month of January 2013

Highlights

- WVFD did mutual aid training with San Antonio Fire Department on January 16th. Units from Station 34, 11 and the Heavy Rescue Squad participated. We also had Battalion Chief Estrada from Station 38. Roadrunner towing provided three vehicles for training and Windcrest Public Works supported by moving the cars into position for training.
- Applied for a Grant from Texas Forest Service for a Brush Truck, this is a long grant process – notification will not happen until August or September 2013.
- Gala preparations are going well. We are very excited about the support we are receiving from citizens and businesses alike.

Goals

- We move right into full speed for the Picnic which will be May 17th and 18th
- We produced 1000 tickets for the raffle of the Firetruck / PickUp at \$10 per we would realize \$10,000 on tickets. Winner will be picked on the Saturday evening of the Picnic.
- WVFD will be participating with the Citizens Emergency Response Team (CERT) on February 9th. This is Team Windcrest as well as some CERT participation from other units.

Summary

During the month of January 2013, the Fire Department responded to 162 calls. 124 EMS, 7 fire and 34 other, which included assists to the public, false alarms, hazardous and good intent calls.

Year to Date Totals (October - January)

	Fire	EMS	Other
City (includes Annex)	7	147	47
County Calls	9	145	41
Other Mutual Aid	8	11	26
Sub-total	24	303	114
January 2013	Fire	EMS	Other
City (includes Annex)	1	64	18
County Calls	3	58	5
Other Mutual Aid	2	2	9
December Sub-total	24	303	114
Grand Total	30	427	146

Total all calls: 603

Volunteer Department Report for the month of January 2013

The Windcrest Volunteers provided:

- 2230 hours of scheduled volunteer time for the month of January.
- That equates to an average of 2.7 person staffing 24 hours a day.
- Actual staffing on calls for the month of July
 - 3.87 persons for all calls – EMS and Fire
 - 4.29 persons for Fire only calls

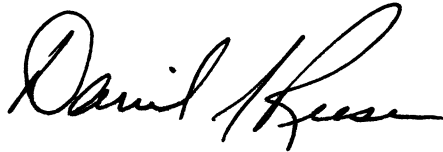
Average response time:

City	69 Calls	03 min. 35 seconds
County	64 Calls	04 min. 12 seconds
Annex	6 Calls	04 min. 12 seconds

▪ Rainfall:

January	3.17 inches
Year-to-date	3.17 inches

Respectively submitted to the City Council through the City Manager



February 6, 2013

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

Police Department

Report for the month of January 2013

Highlights

- 1) Officer engaged in a vehicle pursuit and upon making the stop arrested the driver for Evading Arrest/Vehicle and Driving While Intoxicated.
- 2) Officer handling a family disturbance was scratched and kicked by a 16 year old female, who was arrested for Assault on a Public Servant.
- 3) Driver who was detained for reckless driving kicked the arresting officer in the chest. Adult female suspect was charged with Assault on a Public Servant.
- 4) Adult female sitting at a traffic light on Walzem was fired upon by a passing vehicle
- 5) Patrolman Blanca Jamie has successfully completed the Police Department's Field Training Program and has now assumed a shift as a Probationary Patrolman.

Goals

- 1) Purchase 3 new Chevrolet Tahoes for Patrol

Summary Patrol

Proactive police activities: 2,261	Year to date total : 2,261
Citizen calls for service: 585	Year to date total :585
Felony arrests: 4	Year to date total :4
Misdemeanor arrests: 10	Year to date total :10
Warrant arrests: 22	Year to date total: 22
Moving traffic violations: 271	Year to date total :271
Other non-traffic violations:18	Year to date total :18
Warning Citations: 79	Year to date total :79
Briefings, escorts & department tours: 0	Year to date total: 0

Summary Criminal Investigation Division

CID	Total Cases	Inv Assigned	Cases per Inv
2013	61	3	21



WINDCREST

TEXAS

Summary Criminal Investigation Division

	January 2013	Year to Date
Cleared by arrest (Felony)	4	4
Cleared by arrest (Misdemeanor)	7	7
Suspended (Felony)	15	15
Suspended (Misdemeanor)	24	24
Cleared by Exceptional means (Felony)	0	0
Cleared by exceptional means (Misdemeanor)	0	0
Cleared no arrest (Felony)	0	0
Cleared no arrest (Misdemeanor)	0	0
Transferred to other Agency (Felony)	0	0
Transferred to other agency (Misdemeanor)	0	0
Unfounded (Felony)	0	0
Unfounded (Misdemeanor)	0	0
Active (Felony)	4	4
Active (Misdemeanor)	7	7
Total Cases Investigated	61	61

Summary Officer Training

Course	Officer	Training Hours
Introduction to Radio Communications	Rodriguez.	16
Crime Prevention Through Environmental Design	Fackelman	24
Interpol	Jamie	4
CJIS Security Awareness	Jamie	4
Public Safety Telecommunicator	Arechiga	64
Field Training Officer Course	Hastings, Lindsey, Pena	24

Summary Training K9

Training Hours: 20	Year to date training hours: 20
WPD callouts: 0	Year to date WPD callouts: 0
Outside agency callouts: 1	Year to date outside agency callouts: 1
Vehicles searched: 19	Year to date vehicles searched: 19
Arrests: 2	Year to date arrests: 2

Summary Staff Incidents

None

Special Inquiries / Concerns / Safety Tips

Crime Prevention Notices

I have recently received complaints from some Windcrest residents about receiving Crime Prevention Notices from Windcrest Police, concerning open garage doors, property left in vehicles, and vehicles left unlocked, to name just a few. Crime prevention is a vital part of our proactive approach to reducing and preventing criminal activity in the City of Windcrest. Windcrest Police find mistakes that have been made inadvertently by residents, visitors and businesses before the criminal finds them and capitalizes on them. One resident reported that they received a crime prevention notice for leaving their garage door open and that resident stated; they were doing work around the house and did not want to keep opening their garage door. The simple rule is this...if you are not physically standing in your garage, then you need to close the door. This will alleviate not only thefts but also physical attacks by aggressive criminals. So ask yourself one simple question...do you want to be a little inconvenienced or do you want to suffer as a victim at the hands of a criminal? Leaving your home unsecured anytime is sending a welcome message to criminals!

Windcrest Police will continue issuing Crime Prevention Notices and further strengthening our proactive approach to stopping illegal activity in Windcrest. Criminals drive thru our City daily looking for easy opportunities. A criminal can be in and out of your garage, your house or your vehicle in seconds with your property...that is the easy part! The hard part is when a criminal has more on their mind than just easy opportunities, such as robbery, sexual assault, assault and even homicide. Crime Prevention Notices do make a difference through education and changing bad habits. Without our daily efforts, crime will escalate. When proactive policing slows down, crime escalates and police become reactive and no longer proactive! Reactive is not what you want! The next time you receive a Crime Prevention Notice, make the correction and realize that we are working hard to take care of each of you...being PROACTIVE in our fight against CRIME!

Sincerely,

A.O. "Al" Ballew
Chief of Police

Respectively submitted to the City Council through the City Manager



A.C. "Al" Ballew

February 25, 2013

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 POLICE DEPARTMENT

MONTHLY REPORT

2013 VEHICLE OPERATIONS

2013	P-660	P-711	P-712	P-714	P-816	P-850	P-851	P-221	P-222	P-223	P-301	P-302	U-513	U-601	U-604	U-813	U-814	P25	PW1	CP	MONTHLY TOTAL
JANUARY	754	1107	989		1218	831	755	840	904	2,587	1,270	282	1,928	234	632	822	365	78	267	300	16,163
FEBRUARY																					0
MARCH																					0
APRIL																					0
MAY																					0
JUNE																					0
JULY																					0
AUGUST																					0
SEPTEMBER																					0
OCTOBER																					0
NOVEMBER																					0
DECEMBER																					0
TOTAL MILES	754	1107	989	0	1218	831	755	840	904	2,587	1,270	282	1,928	234	632	822	365	0	0	300	15818
YEAR	2006	2007	2007	2007	2008	2008	2008	2012	2012	2012	2013	2013	2005	2006	2006	2008	2008	2007	2001	2005	
MAKE	FORD	FORD	FORD	FORD	FORD	FORD	FORD	CHEV	CHEV	CHEV	CHEV	CHEV	FORD	FORD	FORD	FORD	FORD	FORD	Ford	FORD	
MODEL	Interceptor	Interceptor	Interceptor	Interceptor	Interceptor	Interceptor	Interceptor	Tahoe	Tahoe	Tahoe			Interceptor	Taurus	Taurus	Explorer	Explorer	F150	F150	Taurus	
ASSIGNMENT	Chief	Patrol	Warrants	Patrol	Patrol Sgt	Patrol	Patrol	Patrol	K-9	Patrol			Asst/Chief	Lieutenant	Lt	CID	Cpl	Animal Control	Code Compliance	Citizen Patrol	

November 2012 Patrol Vehicle Mileage Stats

City of Windcrest Monthly Code Enforcement Report

	CODE ENFORCEMENT OFFICER											
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.
City Code Violations												
Parking Violation	3	2	2	2								
Dog's running at large	0	0	1	0								9
Animal Registration	0	0	0	0								1
Animal Waste disposal	0	0	0	0								0
Animal Control Ordinance / Other	0	0	1	1								0
Overgrown Weeds, Grass, Vegetation Front	25	8	7	1								2
Overgrown Weeds, Grass, Vegetation Alleyway	25	8	7	1								41
Vacated Property	0	0	0	0								0
Littering Street	1	0	0	0								1
Littering Alley	0	0	0	0								0
Barking Dog	1	1	0	0								2
No Alarm Permit	1	1	0	1								3
No Building Permit	1	5	5	5								16
Street for storage parking "Veh. On street"	1	4	0	0								5
Junk Vehicle	2	2	1	7								12
Vehicles on grass	1	1	0	0								2
R.V. / Boat / Trailer on Driveway/Street	5	4	2	5								16
Health and Sanitation	2	0	0	1								3
Overhanging tree limbs "Street" / "Alley"	10	12	8	5								35
Bandit Signs	48	26	16	19								109
Stagnant Pool Water	2	0	0	0								2
Solicitors	1	1	1	0								3
Refusal to pay Solid Waste	0	0	0	0								0
Vision Clearance/Obstruction of Intersection	0	0	12	0								12
Obstruction of Streets and Roadways	10	12	8	4								34
Unsanitary / Unsanitary Conditions	8	7	2	2								19
No Garage / Estate Permit	0	0	0	0								0
Teen Curfew	0	0	0	0								0
Regulation of Use of Drainage Ditches	0	1	0	0								1
Graffiti and Tools	1	1	3	0								5
Noise Nuisance	1	1	1	0								3
Swimming Pools to be Enclosed by Fence	0	0	0	1								1
Business Sign Maintenance	0	1	1	0								2
Screening of Refuse Storage Areas	0	0	1	1								2
Sign Ordinance Violation	0	0	4	9								13
Business Checks	0	0	0	10								10
Total Issues Addressed												
Written Notice by Code Enforcement	124	99	66	44								333
Verbal Warnings by Code Enforcement	26	13	7	12								58
MCRT Citation Issued by Code Enforcement	2	4	2	6								14
MCRT Traffic Violations Issued by Code Enforcement	4	4	3	9								20
Total Enforced	150	112	73	56								391

**San Antonio	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total
Arson	0												0
Assault	0												0
Aggravated Assault	6												6
Assault Family Vio	0												0
Burg Building	7												7
Burg Business	8												8
Burg Habitation	43												43
Burg Vehicle	80												80
Deadly Conduct	8												8
Homicide	0												0
Indecency W/Child	0												0
Injury to Child	0												0
Robbery Business	4												4
Robbery Individual	3												3
Sexual Assault	2												2
Theft	5												5
Theft Motor Vehicle	25												25
VPO	0												0
Windcrest	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total
Arson	0												0
Assault	4												4
Aggravated Assault	0												0
Assault Family Vio	0												0
Burg Building	1												1
Burg Business	0												0
Burg Habitation	2												2
Burg Vehicle	15												15
Deadly Conduct	1												1
Homicide	0												0
Indecency W/Child	0												0
Injury to Child	1												1
Robbery Business	0												0
Robbery Individual	0												0
Sexual Assault	0												0
Theft	12												12
Theft Motor Vehicle	2												2
VPO	0												0

**The San Antonio crime stats pertain to the following districts: 3250, 3260, 3330, 3340, 3350, and 3360
SAPD does not track Family Violence Assaults, Misd. Assaults or Misd. Thefts. Windcrest tracks all Assaults and Thefts.

CITY OF WINDCREST ANIMAL CONTROL STATISTICS

	JANUARY	Running Total	2012/2013
Calls for service	31	31	135
Business Hours	28	27	121
Non Business Hours	3	4	14
Dispatched Calls	22	23	100
Calls from Citizens	3	4	17
Self Initiated	6	4	12

Number of dogs retrieved	11	9	66
		7	7
Number of dogs returned to owner by Animal Control	5	7	29
Number of dogs taken to Canyon Lake Animal Shelter Society			0
Number of dogs taken to Animal Defense League		2	2
Number of dogs taken to Humane Society of San Antonio			0
Number of dogs adopted out		1	2
Number of dogs fostered		7	13
Number of dogs euthanized			0
Number of dogs which died from disease or unknown illness			0
Number of dogs taken to Alamo Heights Kennel Club	6	2	45
Number of dogs still at Alamo Heights Kennel Club	1	2	29
Number of dogs returned to owner by Alamo Heights Kennel Club	5	6	11

Number of dogs transferred over to Alamo Heights Kennel Club		7	8
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Number of calls for dogs running at large but were neither Found or caught:	8	4	28
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Number of dogs which had tags	2	2	8
Number of dogs with microchip			2

Number of cats sterilized	1	13
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ANIMALS AT HIGH RISK FOR RABIES CONSIST OF: FOXES, COYOTES, BATS, RACCOONS, SKUNKS		0
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Number of animals euthanized due to injury, illness, or were at high risk for the Rabies Virus:		0
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Raccoon (sick)		0
Cat (sick)	2	3
Skunk (high risk)		0
Fox (sick and high risk)		0

Number of deceased animals disposed:

Cats	3	6
Possum	1	7
Raccoon		0
Skunks		0
Squirrels	1	5
Deer		0
Dog		0
Duck		2
Owl		0
Snake		0
Dove		0
Turtle		0

Number of citations Written for Animal Running At Large	7	11
Number of Citations for not having animal registered	2	6
Number of citations for not having animal registered	7	11

Number of Written Warnings issued for Animal Running At Large		4
Number of Written Warnings issued for failure to Register Animal		2

Number of cats sterilized		3
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ANIMALS AT HIGH RISK FOR RABIES CONSIST OF: FOXES, COYOTES, BATS, RACCOONS, SKUNKS		
---	--	--

Number of animals euthanized due to injury, illness, or were at high risk for the Rabies Virus:		
---	--	--

Raccoon (sick)		
Cat (sick)		0
Skunk (high risk)		
Fox (sick and high risk)		

Number of deceased animals disposed:

Cats		1
Possum		1
Raccoon		
Skunks		
Squirrels		1
Deer		
Dog		
Duck		1
Owl		
Snake		
Dove		
Turtle		

Number of citations Written for Animal Running At Large		4
Number of Citations for not having animal registered		4
Number of citations for not having animal registered		4

Number of Written Warnings issued for Animal Running At Large		
Number of Written Warnings issued for failure to Register Animal		

	2
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3250.4	5727.7
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Number of Written Warnings issued for not having Animal Vaccinated	
--	--

Total cost for animal care for the month	916.2
--	-------

Racial Profile Report

Windcrest Police Department

01/01/2012 to 12/31/2012

Number of motor vehicle stops:

1.	<u>5,892</u>	citation only
2.	<u>0</u>	arrest only
3.	<u>184</u>	both

4. 6,076 **Total**

Race or Ethnicity:

5.	<u>1,606</u>	African
6.	<u>161</u>	Asian
7.	<u>2,348</u>	Caucasian
8.	<u>1951</u>	Hispanic
9.	<u>9</u>	Middle Eastern
10.	<u>1</u>	Native American

11. 6,076 **Total**

Race or Ethnicity known prior to stop?

12.	<u>11</u>	Yes
13.	<u>6,065</u>	No

14. 6,076 **Total**

Search conducted:

15.	<u>490</u>	Yes
16.	<u>5,586</u>	No

17. 6,076 **Total**

Was search consented?

18.	<u>116</u>	Yes
19.	<u>374</u>	No
20.	<u>490</u>	Total Must equal #15

Windcrest Public Works Monthly Report

Month of: January , 2013

Fiscal / YTD

YTD

2012-2013 7-12/1/13

Duties;

Jan. 2013

1. Pool Maintenance	18 Hrs.	84 Hrs.	226 Hrs.
2. Facility Repair/ Maintenance	196Hrs.	644 Hrs.	1330 Hrs.
3. Landscaping	262 Hrs.	1376 Hrs.	2250 Hrs.
4. Job Education	0Hrs	8 Hrs.	128 Hrs.
5. Restrooms/ Park Trash	46 Hrs.	160 Hrs.	308 Hrs.
6. Pot Holes/ Alley Repair	66 Hrs.	226 Hrs.	312 Hrs.
7. Weed Spraying	0Hrs.	12Hrs.	82 Hrs.
8. Mowing/ Edging	74 Hrs.	736 Hrs.	1672 Hrs.
9. Street Sweep	184 Hrs.	601 Hrs.	951 Hrs.
10. Watering City	80 Hrs.	268 Hrs.	638 Hrs.
11. Tree Trimming and Chipping	20 Hrs.	263 Hrs.	695 Hrs.
12. Car Wash	64 Hrs.	204 Hrs.	290Hrs.
13. Yard Clean up	18 Hrs.	114 Hrs.	148 Hrs.
14. Signage Replacement & Repair	24Hrs.	92 Hrs.	170 Hrs.
15. Clean and repair Equipment	64 Hrs.	128 Hrs.	161 Hrs.
16. Mechanic	184 Hrs.	640 Hrs.	1060 Hrs.
17. Miscellaneous	50 Hrs.	130 Hrs.	216 Hrs.
18. Painting Curbs / City	0 Hrs.	86 Hrs.	180 Hrs.
19. Overtime	14 Hrs.	178 Hrs.	388 Hrs.

20. Doggy Pod install	N/A	N/A	32 Hrs.
21. Button install	40Hrs.	30Hrs.	70 Hrs.
22. Replace basketball goals	N/A	N/A	38 Hrs.
23. Drain Windy Hollow Pond	N/A	N/A	16 Hrs.
24. B.B.Q. repair	N/A	N/A	17 Hrs.
25. Gazebo Tear-down	N/A	N/A	24 Hrs.
26. New Barrels	N/A	N/A	18 Hrs.
27. Christmas Set-up	224 Hrs.	592 Hrs.	592 Hrs.

Total Hrs. Worked

1,564 Hrs.

6,572 Hrs.

12,012 Hrs.

Highlights for January 2013

1. Received and prepared new Connex for New Christmas Tree storage.
2. Dismantled Christmas Trees and took down all Christmas decorations.
3. Fixed a big pot hole on Midcrown .
4. Took out and replaced 4 sections of sidewalk on Walzem in front of Churches Chicken.
5. Repaired kitchenette flooring in dispatch.
6. Repaired fence over drainage area at Brookfalls Park on Montgomery.
7. Scrapped Baseball Diamonds for W.L.L.



WINDCREST TEXAS

City Secretary / Asst. Court Administrator Report for the month of January 2013

Highlights

1. Prepared/posted agenda and attended Special & Regular City Council meetings 01.07.13 & 01.28.13. Prepared/posted agenda for SCCM 01.16.13.
2. Prepared/Posted agenda and attended Parks & Recreation meeting 01.09.13.
3. Posted agenda for and attended the Windcrest Economic Development Corporation meeting 01.10.13 and 01.24.13.
4. Prepared/posted agenda for the WCCPD meeting on 01.16.13.
5. Prepared City Secretary and Court articles for City newsletter.
6. Attended the Texas Municipal Clerks Association Election Law Seminar 01.16.13 – 01.18.13.
7. Prepared/Sent State Conviction reports to Department of Public Safety weekly.
8. Prepared/Sent monthly state report to the Office of Court Administration.
9. Open Records filled....
 - a. 36 requests for Police/Accident reports
 - b. 1 Fire Report
 - c. 2 Requests for a list of defendants granted a Driver Safety Course.
 - d. 4 Permit information requests
 - e. Total of the 1% fee revenue collected, in accordance with Section 66.006 (b) of the Texas Utilities Code and a list of each funding source, from 09.01.05 – 08.31.11. and beginning 09.01.11, the money collected as a result of the 1% fee isto be maintained in a separate account established for that purpose per Section 66.006 (c-2)(1). – Texas Cable Association
 - f. Copy of the City's contract/agreement with Robert Colunga – Gary King

Goals

1. Continue training/education as City Secretary.
2. Continue training/education as Asst. Court Administrator.
3. Keep up with organization of City Records.
4. Keep City website updated.
5. Continue working with Admin/Court staff to ensure customer service and professionalism.

Respectfully submitted to City Council, through the City Manager.

City Secretary / Asst. Court Administrator Report for the month of November 2012

Kelly Rodriguez

Jan. 31, 2013

SIGNATURE

DATE

Kelly Rodriguez, City Secretary

Please contact me with any questions concerning this report 655-0022 ext. 2150

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

CITY OF WINDCREST MUNICIPAL COURT - OFFICIAL MONTHLY REPORT

	Oct. 12	Nov. 12	Dec. 12	Jan. 13	Feb. 13	Mar. 13	Apr. 13	May. 13	Jun. 13	Jul. 13	Aug. 13	Sept. 13	TOTAL	Medium Average
Cases Filed	763	732	594	620										
Fines Paid	108	75	74	97										
Bond Forfeiture	0	0	0	0										
Not Guilty	30	28	25	24										
Guilty	85	106	49	57										
Dismissed	147	84	163	114										
Compliance Dismissals	62	68	74	70										
Defensive Driving	59	66	36	47										
Deferred Disposition	95	94	89	80										
Insurance	6	5	13	3										
Orders for Community Svc.	2	3	0	7										
Appeals	0	0	0	0										
TOTAL CASES HEARD	594	529	517	499										
Failure to Appear/Warrants	360	309	368	276										
Warrant Officer Fine/Fee Collected	17,547	14,935.87	13,992	17,128										
Warrant Officer Activity	164	108	118	115										
Court Fines	32,979.62	31,741.26	29,166.53	31,000.53										
State Fees	23,243.65	19,007.73	6,566.49	61,699.76										
City Share of State Fees (10%)	2,324.37	1,900.77	656.65	6,169.98										
Court Technology Fund	13,505.53	1,055.46	850.29	1,012.60										
Court Building Security Fund	979.80	791.57	637.75	759.37										
Fee to Omni/State	2,249.32	1,920.63	1,747.45	1,670.81										
Linebarger Fees	1,574.07	1,190.70	863.75	2,012.61										
TOTAL CITY REVENUE	35,303.99	33,642.03	29,823.18	37,170.51										
PRIOR Years Total Collections	24,239.87	21,508.57	25,863.43	24,368.85	40,410.36	39,504.37	39,833.67	35,028.71	37,298.35	24,319.00	35,174.24	38,530.72	401,184.01	

Warrant Officer Fine/Fee Collected	13,358	9,248.10	8,404	14,333	24,867	26,859	14,910	14,562	19,557.57	15,898.90	17,918.82	15,331.91	195,248.30
Warrant Officer Activity	31	29	20	33	54	75	42	46	55	42	53	57	537

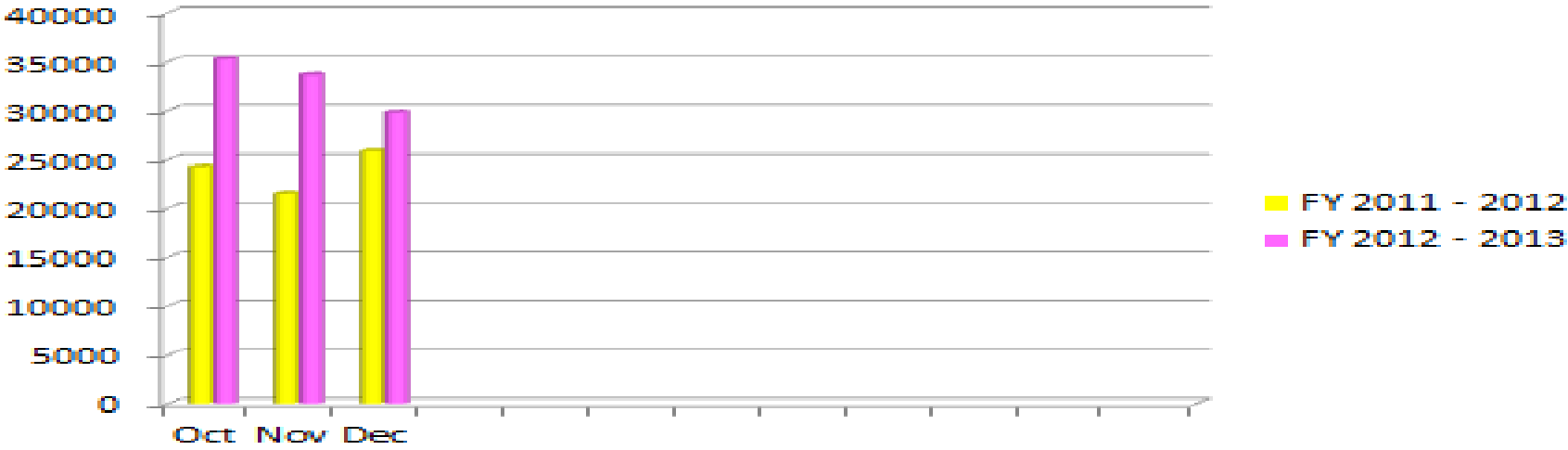
Persons Arrested (Held in WCPD)	21	10	9	10									
Persons Incarcerated (HELD IN GC)	7	3	2	1									
Cost of Incarceration	1600	1,200	950	350									

(October 11 - Sept. 12)

Persons Arrested	6	11	5	12	5	27	6	3	25	8	15	26	149
Persons Incarcerated	0	5	2	3	2	2	0	0	4	1	3	2	24
Cost of Incarceration	600	1300	850	1200	1000	650	600	400	1500	300	950		9,350

TOTAL CITY REVENUE

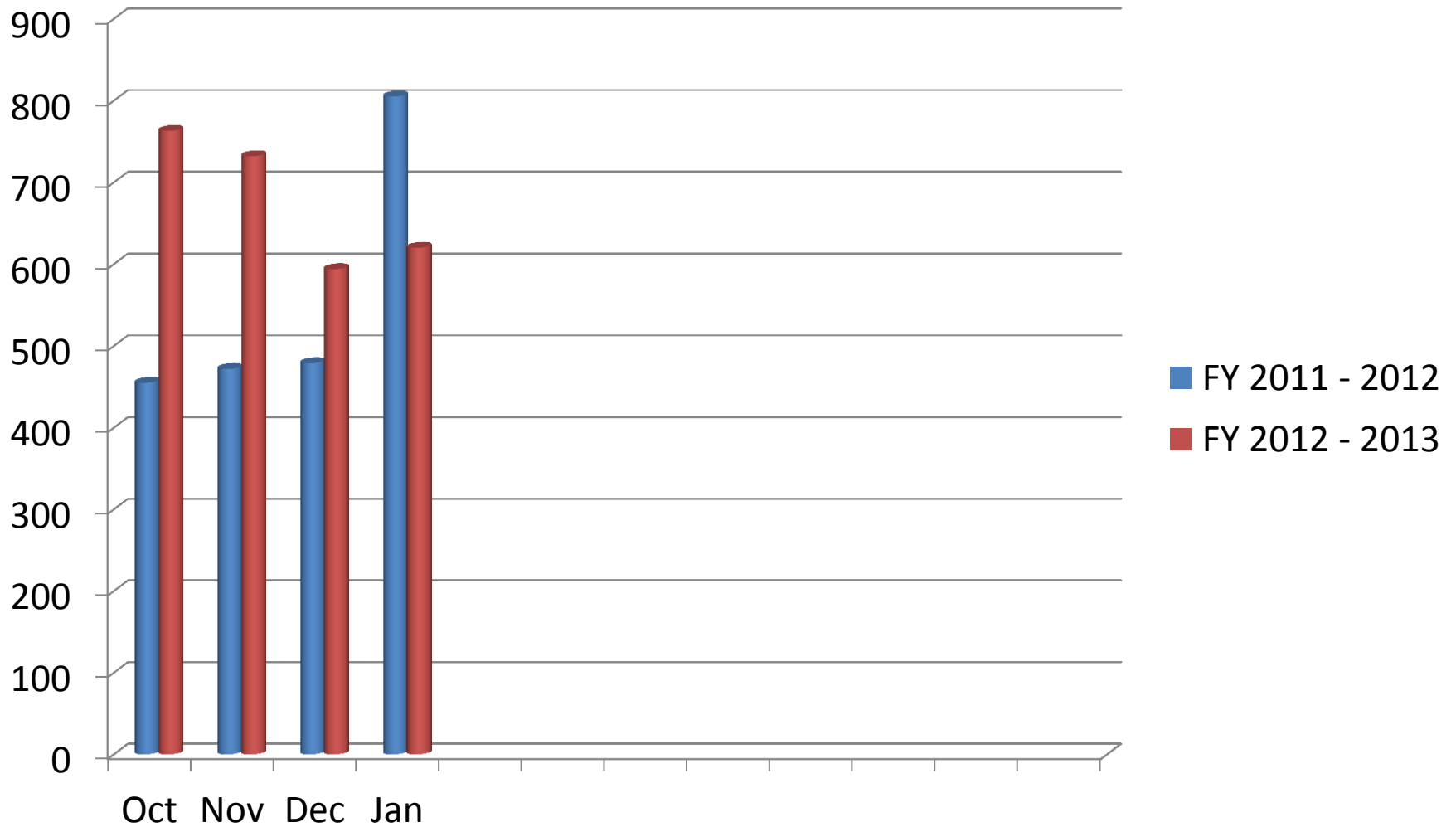
(FY 2011/2012 vs. FY 2012/2013)



CASES FILED

FY 2011/2012 vs. FY 2012/2013

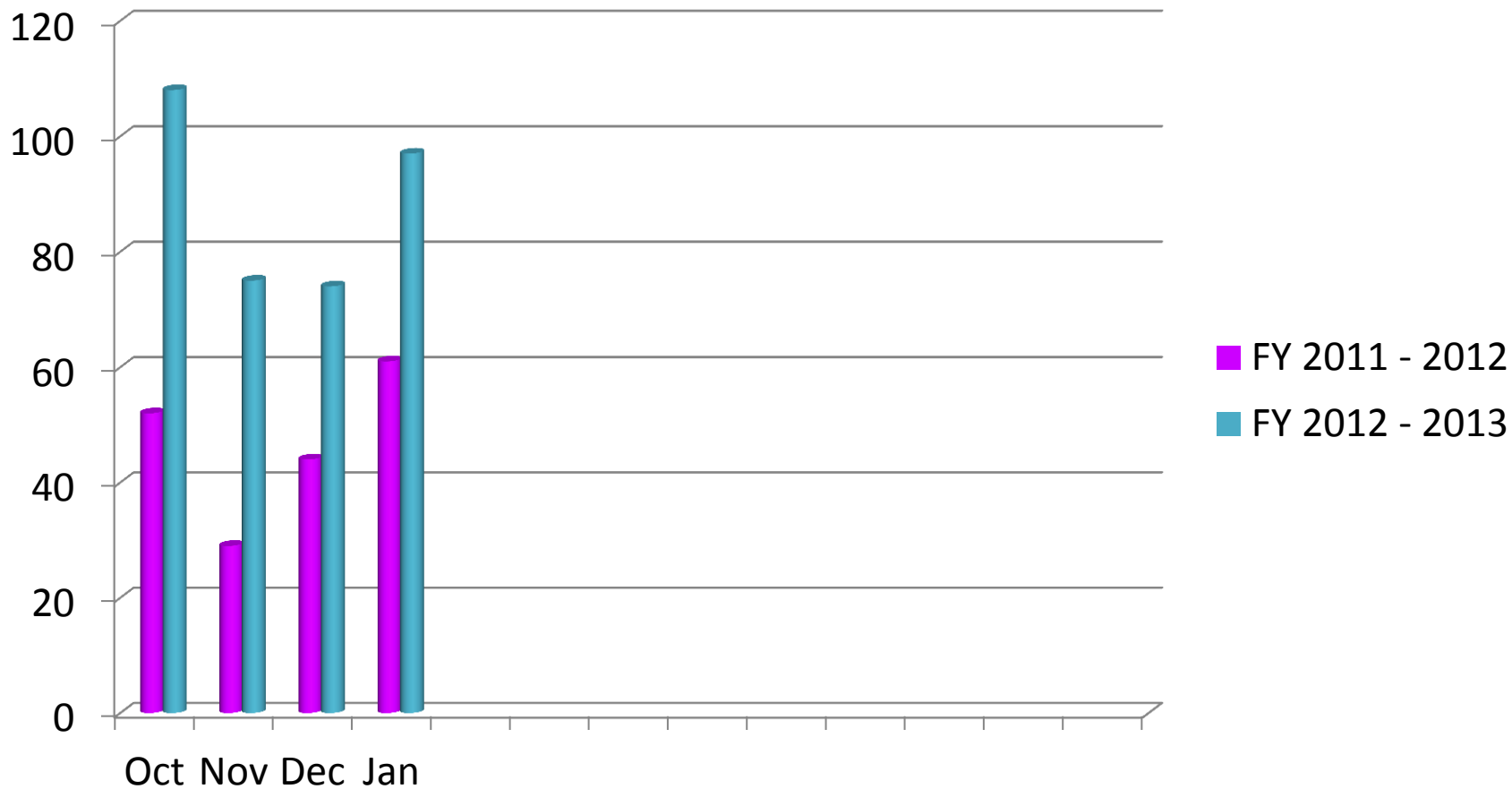
(Citations from Police Department, Code Enforcement, Animal Control)



FINES PAID

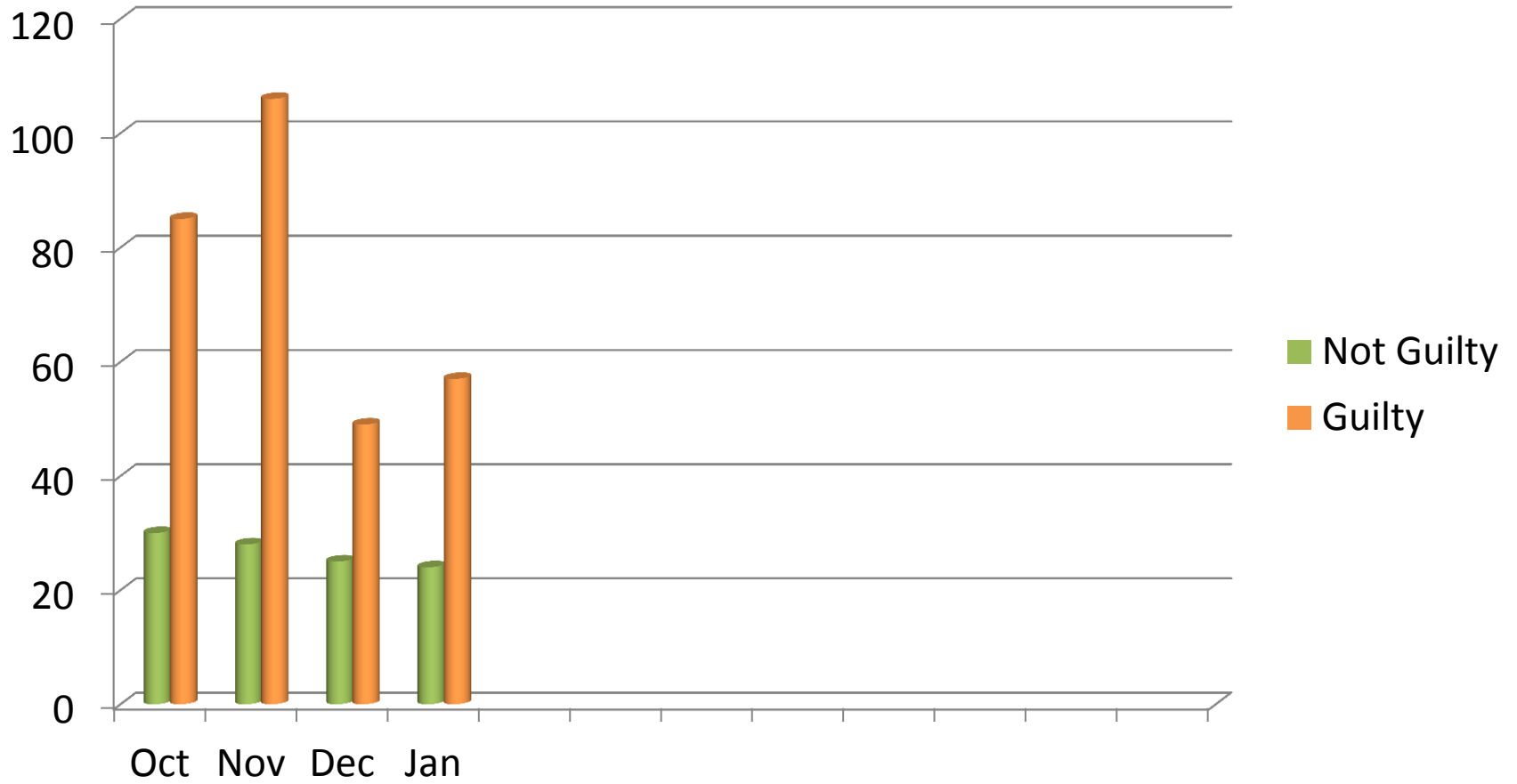
FY 2011/2012 vs. FY 2012/2013

(Number of cases in which defendants came in and paid. Does not include defendants who were granted Deferred Disposition or Defensive Driving)



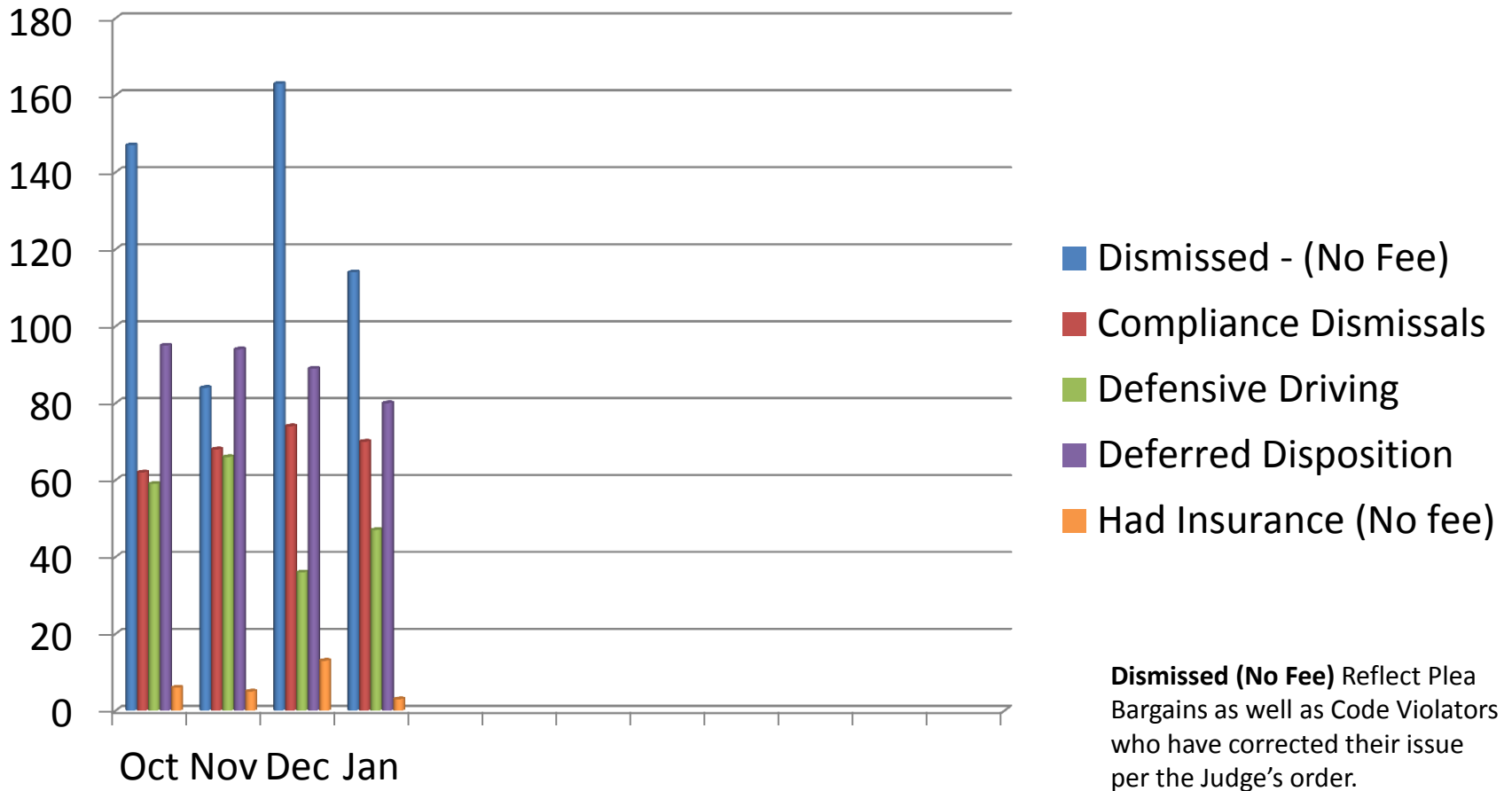
NOT GUILTY / GUILTY

(Numbers only, not \$ amounts. Guilty column correlates with defendants who paid fines in FY 2012 – 2013 from above slide)



DISMISSALS

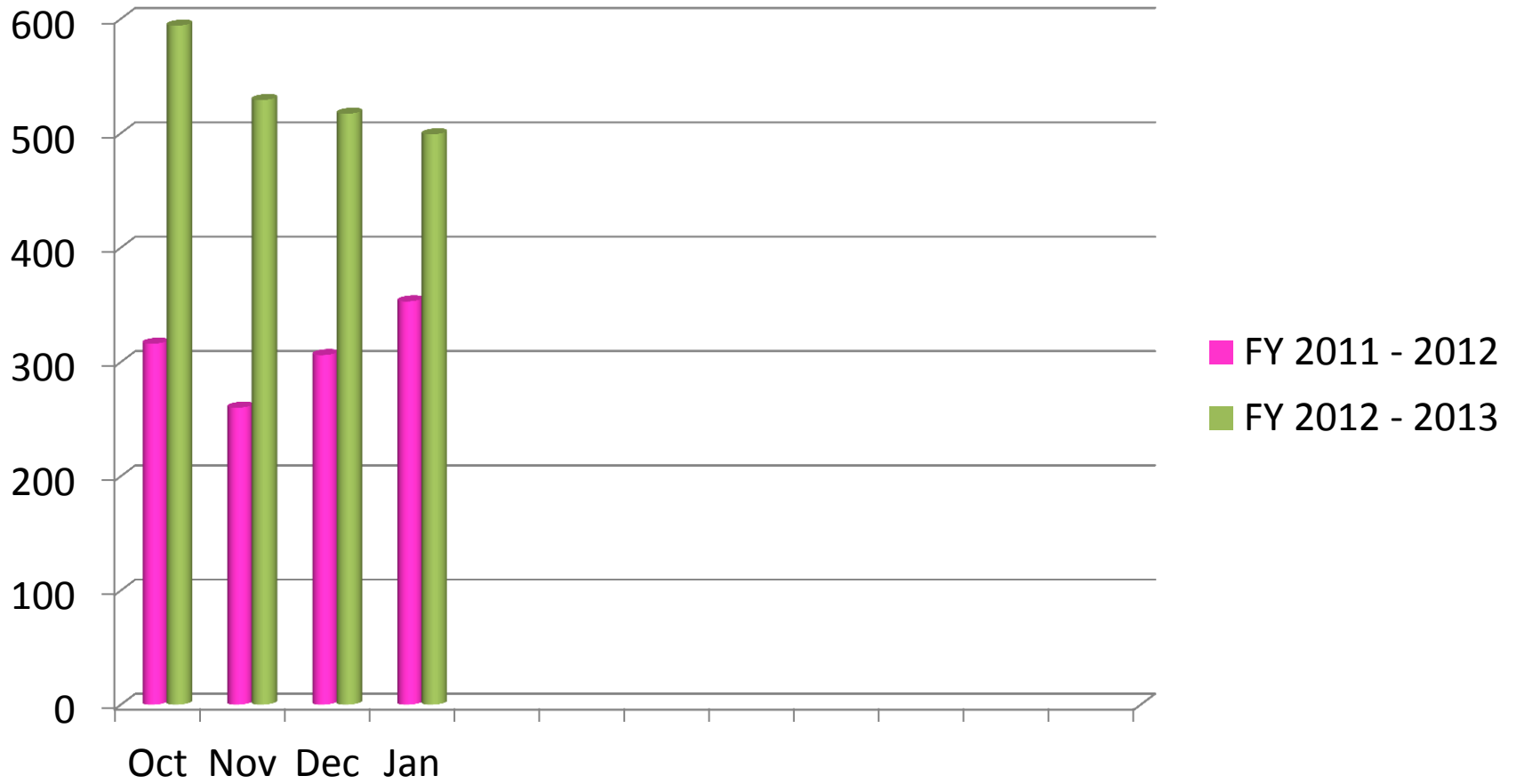
(Numbers only, not \$ amounts)



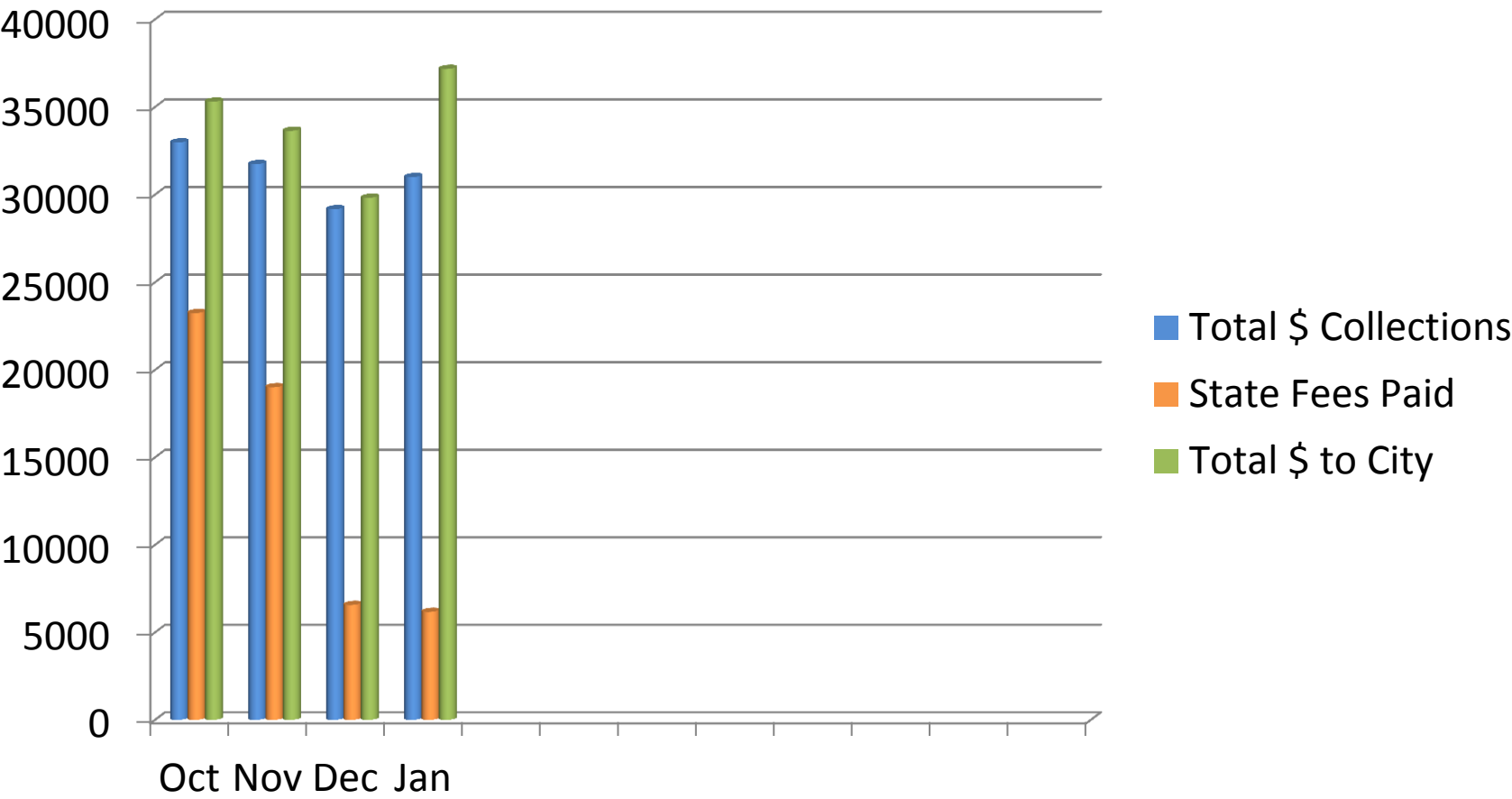
TOTAL CASES HEARD

FY 2011/2012 vs. FY 2012/2013

(Includes...Fines Paid, Not Guilty/Guilty, and Dismissals. Numbers only, not \$ amounts)

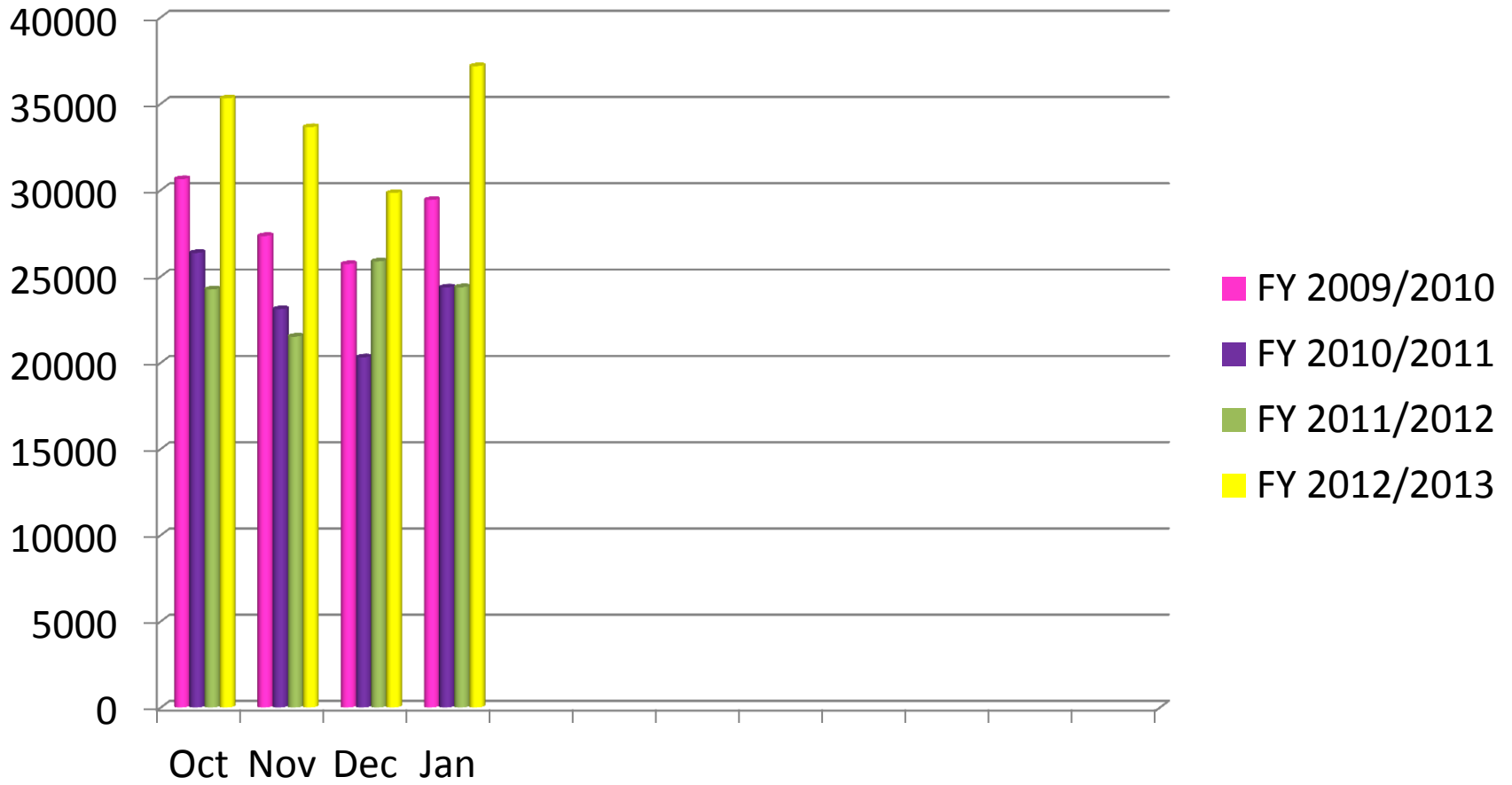


DISTRIBUTION OF TOTAL COURT COLLECTIONS



TOTAL CITY REVENUE

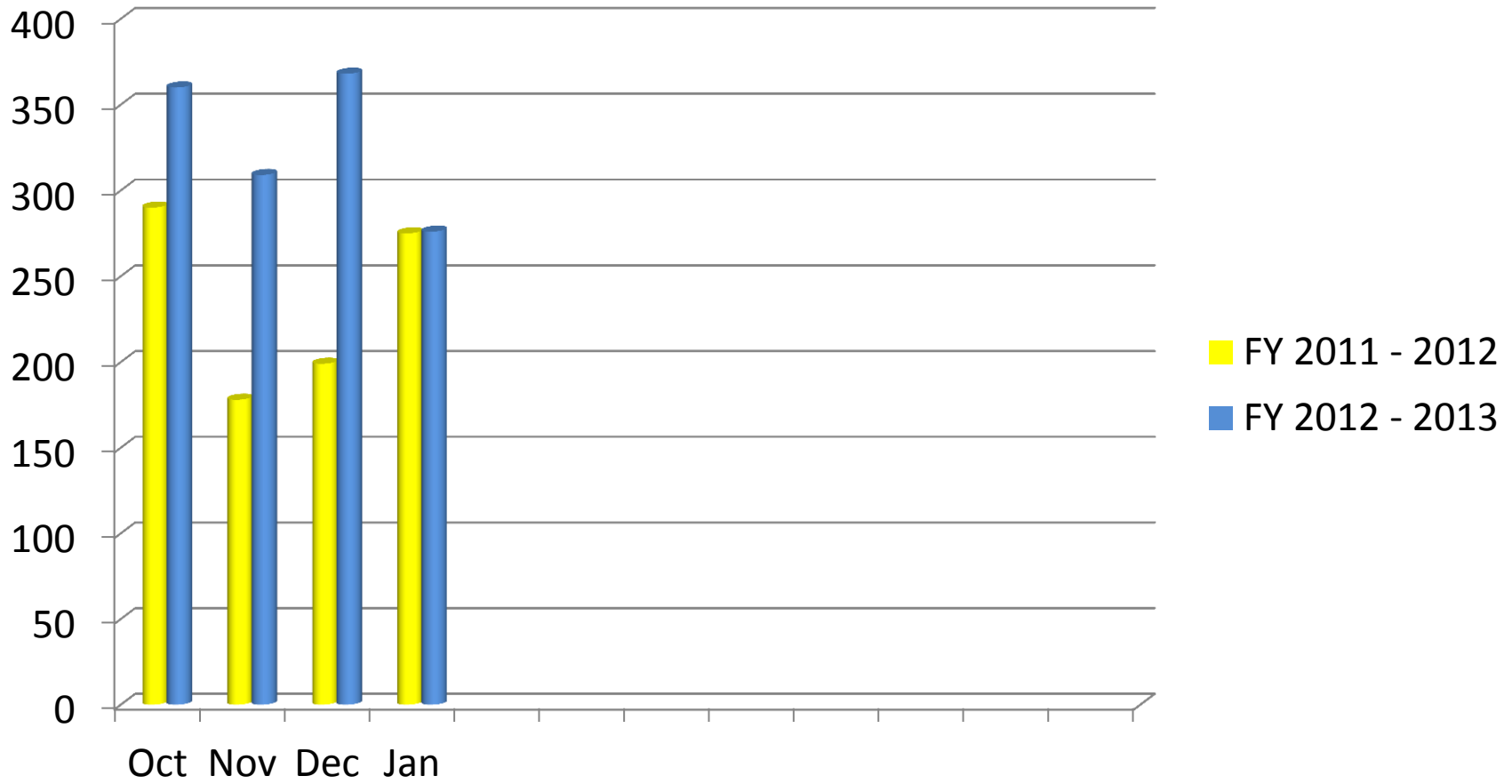
(4 year comparison)



FTA WARRANTS ISSUED

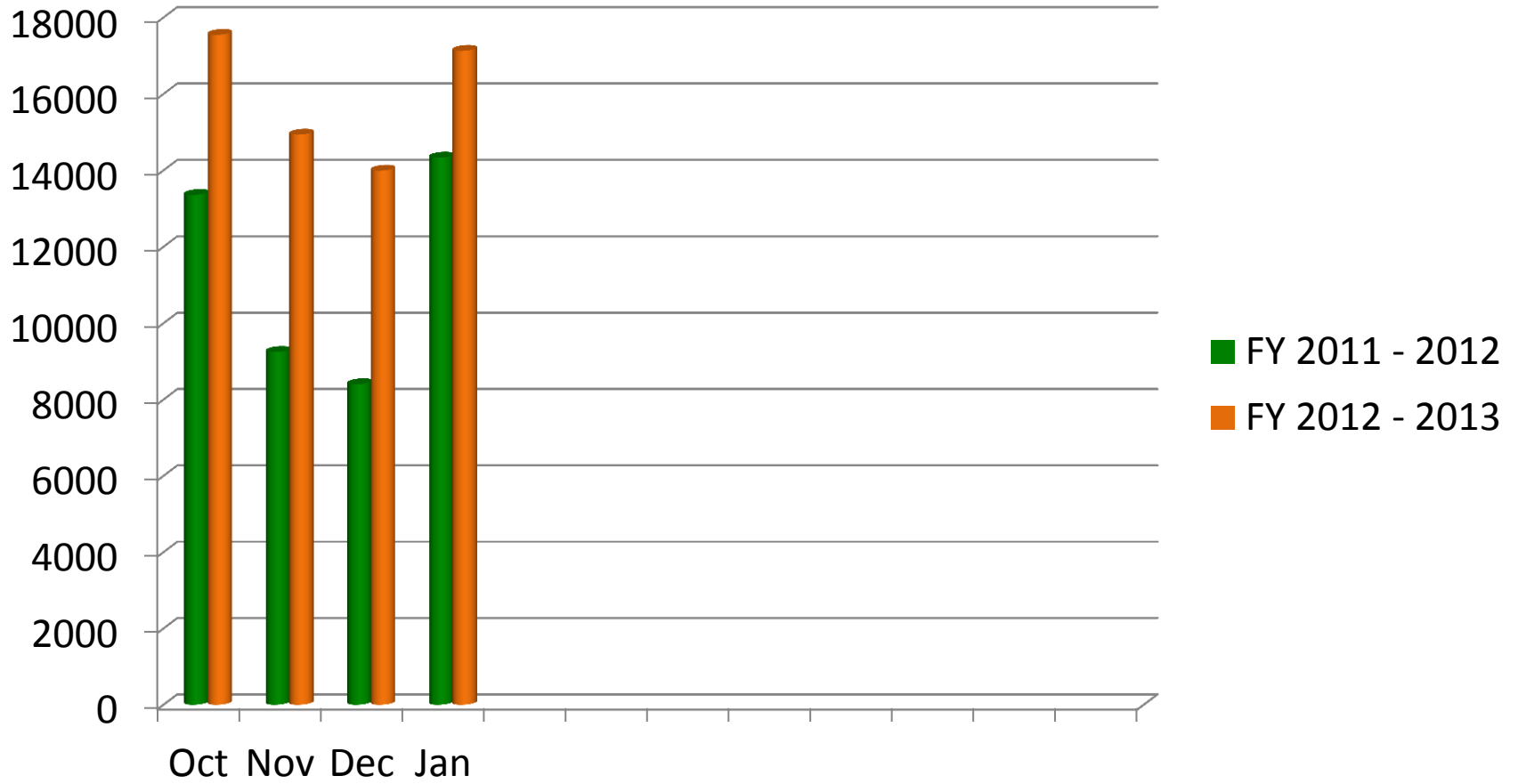
FY 2011 – 2012 vs. FY 2012 - 2013

(Numbers only, not \$ amounts)



WARRANT COMPARISON OF FINES AND FEES COLLECTED

(FY 2011 – 2012 vs FY 2012 – 2013)



		Jan-13				
CITATION #	DEFENDANT NAME	WARRANT OFFICER COMMENT	ACTION	\$\$\$	#	WARR
PAGE 1 OF	* DENOTED ARREST	** DENOTES ARREST & MAGISTRATE	FINE/FEE/BOND	\$\$ TAKEN		
72754	SIMMONS, MOSES	DEF CONTACTED, CAME IN	BOND	100	1	3
64484	CORTEZ, CHRISTOPHER	DEF CONTACTED, CAME IN	FINE	1810.9	2	4
E10484	ZAVALA, ISHMAEL	EF P/U ON TYRAFFIC	BOND	300	3	3
66515A	TAYLOR, TERRANCE	DEF JAILED, PAID FINE	FINE	482	4	3
63399	MARTIN, TIMOTHY	DEF CONTACTED, CAME IN	FINE	143	5	1
71959	STITH, SHAWN	DEF CONTACTED, CAME IN	BOND	100	6	1
E20855	BALL, CHRISTOPHER	DEF CONTACTED, CAME IN	FINE	253	7	3
E15236	SHAVER, BILLY	DEF CONTACTED, CAME IN	BOND	200	8	2
62732	*JACKSON, SONYANIQUE	DEF P/U ON STOP	FINE	36.6	9	1
52406	*HEMBREE, JACOB	DEF P/U ON STOP	BOND	350	10	4
66282A	CANTU, DANIEL	DEF CONTACTED, CAME IN	FINE	227.5	11	2
72722/72722F	SEVERYNS, JANA	DEF CONTACTED, CAME IN	FINE	437	12	2
E13926	WALTER, ALLEN	DEF CONTACTED, CAME IN	BOND	300	13	3
66537A	BATES, JAZMYNE	DEF CONTACTED, CAME IN	BOND	200	14	2
70874	GREEN, ELIZABETH	DEF CONTACTED, LMM	FINE	174	15	1
71797	BALDWIN, SHELBY	DEF RAN, LEFT HANGER	FINE	639.6	16	2
10715	HOLT, KEVIN	DEF RAN CONTACTED ON T-STOP	BOND	200	17	5
59135	DE LAGARZA, MONICA	DEF CONTACTED, CAME IN	FINE	809.9	18	3
72639	MARTINEZ, JOHN	DEF CAME IN, PAID	BOND	300	19	3
62799	BONANO, VANESSA	DEF CAME IN PAID	FINE	881.4	20	3
E01498	CARTER, PRINCETON	DEF CAME IN PAID	FINE/PR	182	21	3
E11814	KINNEY, MARC	DF CONTACTED, CAME IN	BOND	100	22	2
68626A	TAYLOR, ISAAC	DEF RAN AT WORK	FINE	283.4	22	1
72683	WILLIAMS, SAFI	DEF CONTACTED, CAME IN	FINE	188	24	2
E13861	SCHWARZLOSE, JOSE	DEF CAME TO COURT PAID	FINE	464	25	3
E12218	SANCHEZ, HECTOR	DEF CONTACTED, MAILED PYMNT	FINE	652	26	2
61193	TREMILLO, LAURA	DEF CONTACTED, LEFT HANGER	FINE	175.5	27	1
68962A	HARRIS, TEMPEST	DEF CONTACTED X TX	FINE	289.9	28	1
72946	GARZA, STEPHANIE	DEF CAM IN, TALKED TO WRNT OFF	BOND	20	29	3
E13935	*IBARRA, RUSSWELL	DEF HELD AT WPD	BOND	200	30	2
E04123	MENDOZA, CRIS	DEF CONTACTED BY TX	BOND	300	31	3
67729A	*AXELROD, NOAH	**DEF TURNED SELF IN	JAILED	0	32	
60330	LUIS, RAUL	DEF CAME INB PAID	FINE	962	33	3

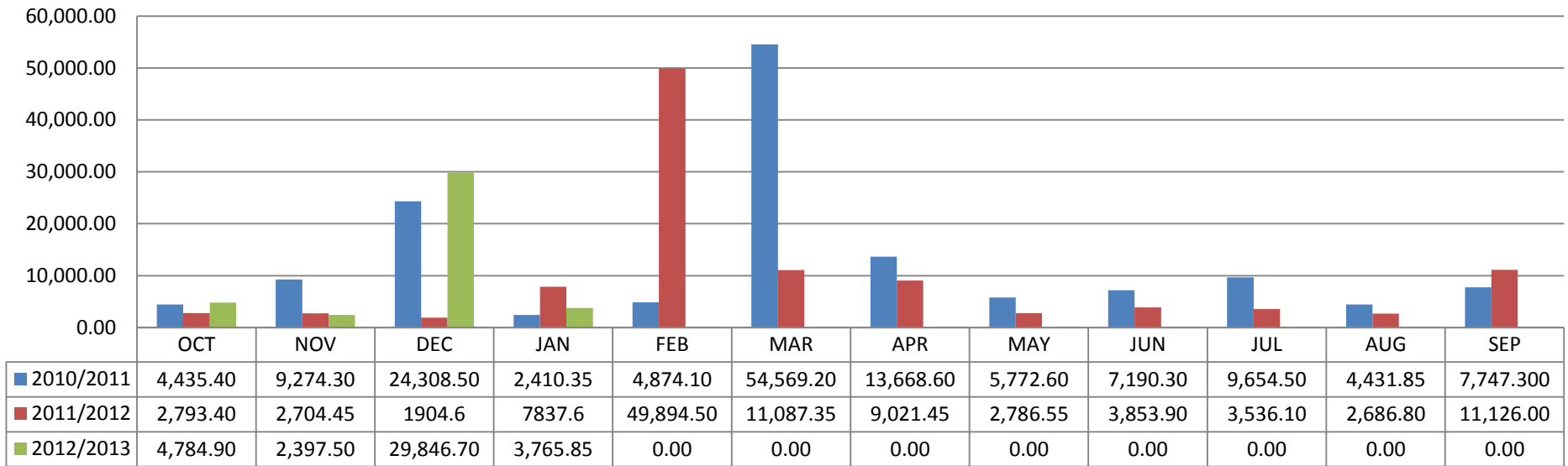
72864	GARRISON, BENJAMIN	DEF CAME IN PAID	BOND	200	34	2
E04534	JARMON, ROESHELL	DEF CONTACTED, CAME IN	BOND	200	35	2
13956	DUNLAP, MILTON	DEF CONATCTED CAME IN	BOND	100	36	2
E15214	*CALVILLO, MICHAEL	DEF HELD @ WPD	BOND	100	37	2
72888	*MARTINEZ, SABRINA	DEF HELD @ WPD	BOND	200	38	2
72884	WARD, SHAWN	DEF CAME IN PAID	BOND	100	39	2
66788A	*THOMPSON, GARRY	DEF HELD @ WPD	BOND	400	40	3
63980	SPRAGGINS, KEITH	DEF CONTACTED, CAME IN	FINE	335	41	2
72880	*RODRIGUEZ, JAMES	DEF HELD @ WPD	BOND	200	42	2
E04043	WASIK,. SUSAN	DEF CONTACTED, CAME IN	FINE	150.5	43	1
72877	*VILLARREAL, CLAUDIA	DEF HELD @ WPD	BOND	200	44	2
E04122	VALENTIN, TIFFANY	DEF RAN @ WORK, CAME IN	FINE	577	45	2
68199A	MARION, DEVIN	DEF CONTACTED, CAME IN	FINE	1144	46	4
63251\70482	*DAVEE, JUSTIN	DEF HELD @ WPD	BOND	1000	47	5
E14144	GUTIERREZ, DARIANNE	DEF CAME IN PAID	BOND	300	48	3
67989A	KENDRICK, KENDALL	DEF CAME IN PAID	FINE	60	49	1
E13956	DUNLAP, MILTON	DEF CAME IN, PAID	BOND	100	50	1
				17,128.20		115
CASSES WORKED	TOTAL ARREST	TOTAL JAILED				
	10	1				
2013 2ND QUARTER	Jan-13	Feb-13	Mar-13			
CURRENT YEAR	17,128.20 (+2795.20)					
PREV. YEAR	14,333.00	24,867.00	26,859.00			
1ST QTR	46,474.25					
2ND QTR	17,128.20					
3RD QTR	-					
4TH QTR	-					
TOTAL \$\$\$ 2012	63,602.45					

PERMIT APPLICATIONS DOLLARS[illegible]

MONTHLY TOTALS BY PERMIT FY 2012/2013

[illegible]

Total Dollars of Building Permits Issued
FY 2012-2013 YTD = \$40,794.50





Building Services Report for the month of January 2013

Highlights

The following business applied for a Certificate of Occupancy:

1. NESA Blazers Youth Organization – 8100 Roughrider #102.

The following business(s) were issued a Certificate of Occupancy:

1. NESA Blazers Youth Organization – 8100 Roughrider #102
2. Operation Homefront, Inc – 8930 Fourwinds, Ste. 340

The following numbers reflect the number of Certificate of Occupancy:

1. Total number of Certificate of Occupancy on file: 87
2. Total number of Certificate of Occupancy on file, but are not assigned a certificate number: 40
3. Total number of Certificate of Occupancy not on file: 35

Building Permit Highlights for the Month of January:

1. Sweet Karma Cupcakes obtained a remodel permit to finish out the space located at 4938 Windsor Hill, permit fee total \$687.00
2. Issued a remodel permit to Windcrest United Methodist Church to repair concrete approach for driveway at church parking lot; permit fee total \$77.50

Goals

1. Begin and train on the implementation of the new Building Projects software through the InCode system.
2. Train administrative staff on the new Building Projects software in the InCode system.
3. Continue issuing building permits, performing inspections and registering contractors.
4. Follow up and updating expired Business registrations and Certificate of Occupancy if not on file.

Summary

A total of 42 permits were issued for the month with permit fees totaling \$3,665.85; total fees collected for January \$3,665.85

47 inspections were performed by BB Inspections.

Building Services Report for the month of January 2013

Health Report – See Attached Documents

Respectfully submitted to City Council, through the City Manager.

SIGNATURE Heather Weidenbach

Date: 02/19/2013

Heather Weidenbach, Asst. City Secretary/Permits

Please contact me with any questions concerning this report 655-0022 ext. 2200

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

**CITY OF WINDCREST
DEPARTMENT OF HEALTH
NARRATIVE REPORT
January 2013**

1. IHOP: Grease was dripping from the hood filter on to the waitress service line. The grease is not reaching the drip pan. Grease and food residue removal has improved from between the stoves and the grill floor. Some maintenance is needed on the walls corners, inside the walk in door etc. to reduce deterioration of this food facility. Food handler training cards are not available for review. Will follow up.

2. Drury Inn: The hot food holding unit needs a thorough cleaning. Fans are not allowed in the food preparation area. The reach in is normally locked and so a thermometer is needed so it can be read from the outside.

3. China Rose: Three inspections in January. A worker was washing pots and pans by hand and did not sanitize anything before storing. Cooked chicken was stored in cardboard boxes. The dishwashing machine was not sanitizing dishes and utensils. Food handler training is not current. The grill needs food residue and grease removed. The grill area was improved but still not satisfactory. All other items corrected. A/C vents need cleaning. Final reinspection found the items corrected.

4. Fishland Fish Market: Follow-up inspection to see if plastic gloves are being reused. No evidence of violation was found. Food handler training is not current.

5. Burger King: A back flow preventor is needed on the incoming water line of the ice machine. One ceiling tile is missing from behind the ice machine. The sprayer unit on the three compartment sink is leaking water.

6. Marie Calenders: Facility does not have a current Windcrest alcohol permit. Food handler training is not current.

7. Subway: The food permit has not been renewed. The sanitizer water is cloudy and needs changing. Food handler training is not current.

8. Rolling Pig--(Rackspace): Food permit is to be renewed. Pulled Pork on the line @ 45F. On line food handler training cards have not been validated and the Windcrest fee paid.

9. Gracie's Kitchen (Rackspace): The reach in cooler is 50F. Food is to be kept at <41F product temperature.

10. Where Yat Food Truck (Rackspace: The overhead light cover is broken. Items are to be removed from cans after opening.

11. American Food Cart (Rackspace): One employee had a bandage around his lower arm and hand and was not wearing a protective covering. Corrected immediately.

12. Resurrection Church: No sanitizer was found in the in the dishwashing machine (repeat item).

FOOD HANDLER SANITATION TRAINING: One food handler training class was conducted in January with 31 employees certified.



Economic Development Corporation Report for the month of January 2013

Highlights

1. Continued meetings with Rudy Davila and Jose Rosales of Code Enforcement throughout month of January regarding overhaul of sign ordinance;
2. Finalized PowerPoint presentation of Rackspace and Racker Road to use as marketing tool and to include on EDC website, per request of Mayor;
3. Worked in collaboration with Robert Colunga and Rumble Creative throughout month of January to add finalize content to EDC website to include adding bios of some City staff and photos;
4. Interfaced with Harry Adams throughout month of January on various legal issues related to Racker Road, EDC agenda, Lien Waivers, Treasury Review, etc.
5. Interfaced with Jim Bray of Don McCrary & Associates throughout month of January re: Racker Road contractor/subcontractor issues, construction status, J3 pay application matters, CPS gas lines and electrical transformers, easement issues, etc.;
6. Continued to interface with new businesses coming to Windcrest, property investors that have properties under contract in Windcrest and existing businesses on renovation/remodel issues during month of January to welcome them to Windcrest and/or offer any assistance they may need with permitting, inspections, CoFO, etc. (i.e. Sweet Karma Cupcakes, Dunkin' Donuts, etc.)
7. Continued to interface with Young Professional Resources, Don McCrary & Associates and City emergency services team on plat review for Racker Road Project to include signage and striping plan;
8. Conferences throughout month of January with Linda Patterson, Tim Maloney, Harry Adams, Lisa Pepi and Sarah Mangham re: EDC Treasury Review and EDC's comments to initial findings draft;
9. Met with Sarah Mangham throughout month of January re: EDC financial matters, invoices, audit, treasury review, Racker Road, etc., approved invoices and submitted for payment, copied checks/related backup, distributed checks to vendors and reviewed journal entries;
10. Office conferences with Robert Colunga throughout month of January on EDC projects (i.e. website, smartphone app., business prospects, etc.) and related City projects; and
11. Interfaced with EDC Board members, respectively, throughout month of January re: agenda items, financial matters, pending/potential EDC projects and/or programs and matters;
12. Dropped off Windcrest Gatefold brochures at North San Antonio Chamber for display at chamber offices and distribution to public;
13. Prepared and submitted EDC articles for February newsletter on January 7th;
14. Interfaced with Matt Hixon of Metropolitan Contractors on January 8th regarding phasing plan for Rackspace/Racker Road PowerPoint;
15. Met on January 8th with Rafael Castillo, Chief Ballew, Chief Reese, Asst. Chief O'Brien, Jim Bray of Don McCrary re: street addresses for Racker Road Project as required by CPS to obtain permit for installation of electrical transformers;

Economic Development Corporation Report for the month of January 2013

16. Met with EDC committee on January 9th regarding funding request of Windcrest Golf Club;
17. Attended NEP ED Initiative #1 subcommittee meeting on January 9th at Live Oak City Hall;
18. Attended NEP ED Committee Meeting and NEP Luncheon at the Olympia Hills Golf and Conference Center on January 10th;
19. Prepared EDC agenda for January 10th and January 24th board meetings to include agenda item reports and related attachments and interfaced with EDC Board Attorney, EDC Board President and City Secretary on content and attachments for posting;
20. EDC Board Meetings January 10th and January 24th;
21. Dropped off Windcrest Gatefold brochures at North San Antonio Chamber for display at chamber offices and distribution to public;
22. Dropped by BBVA Compass Bank on January 11th to meet with Branch Manager to discuss institution's decision to consolidate branch locations;
23. Met with Racker employee on January 11th to discuss ideas he has to get more Rackers involved with Windcrest;
24. Met with Scott vonCannon of Texas Wide Open for Business on January 16th to include Rafael Castillo and Robert Colunga to get information about publication and discuss advertising options;
25. Met with Dan Nixon and Gary Lacey of Whitestone REIT on January 16th regarding status of retail prospect efforts for Windsor Park Centre and to discuss parking request for Fiesta Especial;
26. On January 17th the WEDC funding committee met with Windcrest Golf Club representatives to discuss their request for funding assistance;
27. WEDC Golf Tournament Committee Mtg. on evening of January 21st to regroup on plans for tournament, finalize sponsorships/benefits, brainstorm prizes, prospects, etc.;
28. Attended Grants 101 videoconference at UTSA Main Campus offered through Rep. Henry Cuellar's office on January 22nd with Robert Colunga and Natalia Witmer;
29. Stopped by Winn Books and My \$8.99 Shoes on January 22nd to assist with smartphone signup form and drop off information;
30. Met with CPS representatives, Rafael Castillo, Robert Colunga and Jim Bray of Don McCrary & Associates on January 25th re: Gas Main Distribution Plan for Racker Road project;
31. Met with Kelly Rodriguez on January 28th to formulate her bio for EDC Website;
32. Sue Alexander and Sherry Mosier met with Trish Antuna of SSFCU on January 28th re: golf tournament participation and their request for added police presence;
33. Prepared and submitted EDC Council Report for month of December and presented report at January 28th City Council Meeting;
34. Drafted required annual compliance report regarding Rackspace's Texas Enterprise Fund economic development grant and submitted to Governor's office on January 29th;
35. Continued Interfacing throughout the month of January with members of the Randolph Metrocom Chamber of Commerce as a member of the Planning Committee for the Metrocom Community Restaurant and Business Showcase held on Tuesday, January 29, 2013 at the Live Oak Civic Center from 5pm-8pm, we had 3 Windcrest businesses sign up to participate but due to staffing issues and other conflicts only one was able to attend (i.e. J. Marie Designs) and the WEDC had a booth as well;
36. Interfaced with owners, Heather Weidenbach and BB Inspections on permitting for Sweet Karma Cupcakes;

Economic Development Corporation Report for the month of January 2013

Goals

1. Continue to reach out to recruit new business;
2. Continue assisting new businesses coming to the city by initiating pre-development meetings; assisting with permitting issues, signage issues, etc.;
3. Continue to work with developers who have properties under contract regarding zoning, permitting and related issues and to assist in their efforts to recruit new businesses to their developments;
4. Continue to reach out to existing businesses to develop relationships and gain trust;
5. Continue to work with local governments and community leaders, economic development professionals, etc.;
6. Continue to work with the Planning and Zoning Commission and Code Enforcements on pending and future matters as they relate to the Windcrest Business District and future development within the City;
7. Continue to work with the City of San Antonio and surrounding community leaders on the Walzem Road Revitalization Initiative;
8. Continue to work with various City officials, staff and consultants on marketing tools to promote Windcrest; and
9. Continue work on Basic Community Economic Development Plan to include promotion of EDC's new Storefront and Streetscape Improvement Program, creation of Business Retention and Expansion Program (BRE), economic incentives and promotion of rebates available through CPS, Alamo Workforce Solutions, SAWS, etc., initiate relationships with entities who provide SBA funding, workshops, business plan assistance, etc. as well as other local and state programs related to economic development; and
10. Finalize draft of new Sign Ordinance for presentation to Council.

Respectfully submitted to City Council, through the City Manager.

Sherry L. Mosier

February 22, 2013

SIGNATURE

DATE

Sherry L. Mosier, EDC Director

Please contact me with any questions concerning this report 655-0022 ext. 2580

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



WINDCREST TEXAS

Public Affairs/PR/Marketing/Event Specialist Report for the month of January 2013

Highlights

1. Finished Light-Up Award Ceremony planning by:
 - Printing out pictures for the plaques
 - Working with the Mayor on ordering plaques and flag frame
 - Finalizing food and linen decorations with A Gala Event Catering
2. Attended Light-Up Award Party on Thursday, January 10th from 7pm-10pm
3. Assisted with Newsletter by collecting and editing articles, attend weekly, evening Newsletter committee meetings and working with the publisher to get publication out
4. Met with Rafael and Chief Reese to review the Light-Up maps for the 2013 year on January 7 at 10am
5. Met with Marlene Patton on marketing ideas for the Pancake and Sausage Breakfast on Monday, January 7 at 1:30pm
6. Attended the North Chamber Networking Breakfast on January 8th at 7:30am with Robert Colunga
7. Met with Cara Nichols at Rackspace to discuss further plans on having Windcrest residents go to food truck days at Rackspace on January 14 at 11:30am
8. Met with Congressman Henry Cuellar's people for the first Neighborhood Hours on January 15th from 2:30-3:30
9. Met with Allied Waste, City Manager, Mayor Baxter and Tom Garcia on rescheduling the Brush Pick Up
10. Attended Special City Council Meeting on January 21
11. Met with AC O'Brien, Mark Williams, Chief Ballew, Heather Weidenbach, Rafael Castillo, and Melanie with RMI to begin planning for Fiesta Especial
12. Met with San Antonio Express News Marketing advisor Steve Perry on pricing options for advertising in the Express News/Herald/MySA.com/The Light on 1/29/13.
13. Met with Chef Cavanna at the Golf Course to help him write his article for the Newsletter
14. Met with Kelly Rodriguez and Settie Newsome to discuss new copier contract
15. Attended training on the new equipment in the Council Chambers with Jack Saenz
16. Continually updated the social media avenues

Goals

1. Continue training/education in PR by attending PRSA seminars and webinars.
2. Keep up with organization of City Events by keeping detailed calendars.
3. Keep City website updated by working with Natalia and Marlene.
4. Work with Rumble Creative to get Go Windcrest finished.

Respectfully submitted to City Council, through the City Manager.

City Secretary / Asst. Court Administrator Report for the month of November 2012

Kelly Rodriguez

Dec. 31, 2012

SIGNATURE

DATE

Kelly Rodriguez, City Secretary

Please contact me with any questions concerning this report 655-0022 ext. 2150

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



CITY OF WINDCREST

ROADWAY CAPITAL IMPROVEMENT PROGRAM

STATUS REPORT – JANUARY 2013

ROADWAY CIP SCHEDULE

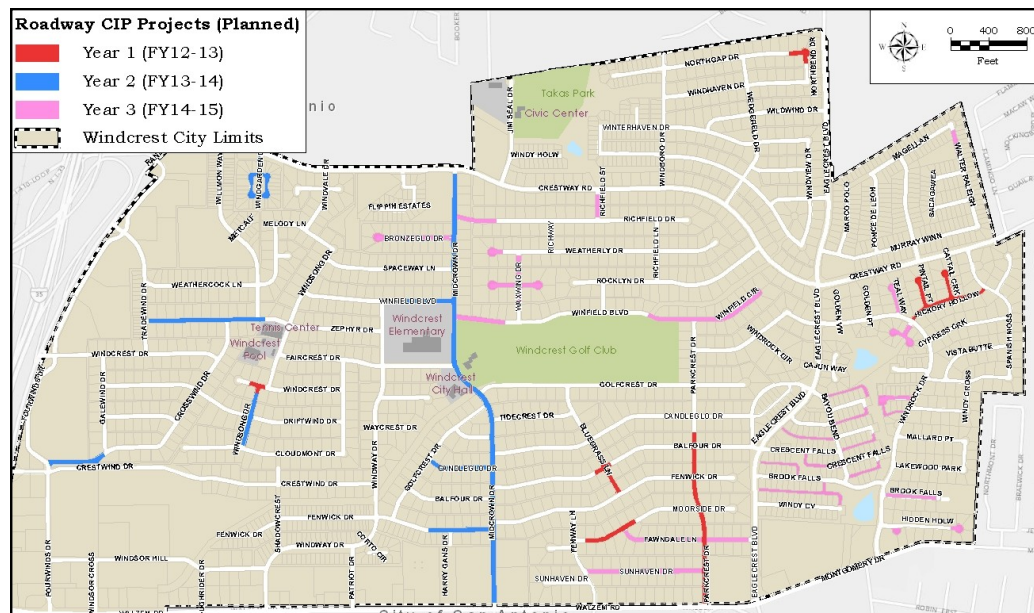
The schedule for planned Roadway CIP projects for FY 12-13 is provided below. The City anticipates that the design and construction schedules for many of the CIP projects will improve to further benefit the City residents as the project designs are developed and contractors are selected.

Roadway Capital Improvement Program Schedule for Fiscal Year 2012-2013											
Project Name	FY 12-13										
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Emergency Pavement Point Repairs	PROJECT COMPLETE										
Citywide Pavement Point Repairs											
Parkcrest Dr - North of Walzem to Candleglo*											
Blue Grass Lane - Fenwick to Balfour*											
Hickory Hollow - Windrock to Spanish Moss*											
Pintail Point at Hickory Hollow*											
Cattail Creek at Hickory Hollow*											
Moorside Drive – Fenway to Fawndale*											
North Gap Dr at North Bend Dr*											
Parkcrest Dr at Walzem Rd*											

*The schedule shown is preliminary and may change as project conditions are refined.

- Procurement Phase
- Design Phase
- Construction Phase

The map below shows the planned Roadway CIP projects for the next three fiscal years.



IN THE SPOTLIGHT

Parkcrest Drive – North of Walzem to Candleglo

This project also began in October, with engineering and project management provided by **Raba Kistner** and subconsultant M&S Engineering. This project involves a topographic survey, geotechnical engineering with pavement cores and testing, and design documents prior to receiving competitive bids from roadway contractors.

The team provided final drawings, specifications, and construction bid documents on December 13, 2012. The City released an invitation for bid (IFB) for the construction of the project and bids were due January 11, 2013. The team will now review contractor bids and make recommendations to the city council for the selection of a contractor by the end of January or early February.

PROJECT HIGHLIGHTS

Citywide Pavement Point Repairs

This project began in October, the start of FY 12-13, with engineering and project management provided by **Young Professional Resources (YPR)** of Windcrest. This project involves pavement repairs that require some level of engineering prior to receiving bids from pavement contractors. In November, the engineering design and specifications were completed and bid documents were issued. During the month of December, **YPR**:

- Reviewed bids, performed reference checks, and made recommendations
- Set up pre-construction meeting with the contractor to be held on January 17, 2013.

Contractors bids were due on December 7, 2012, and **YPR** recommended that City Council award the contract to ASC Paving Inc. for \$164,505.00. The pre-construction meeting will be held on January 17, 2013 and ASC Paving will begin construction on January 24, 2013 with construction phase engineering services to continue to be provided by **YPR**.

Major Roadway Design Projects

The major street rehabilitation projects for this fiscal year are being combined into a single engineering design package to increase cost savings, develop consistent repair standards, and attract high quality engineering and construction teams. The first major step in this process began with a Request for Qualifications issued in October for Engineering Design Services. Twelve respected local and state-wide engineering firms submitted their Statements of Qualifications. These firms were evaluated and ranked in November and early December by the City based on their innovative approach to the City's challenging pavement problems and their demonstrated experience with similar projects. In December, the selected firm, IDS Engineering, began contract negotiations with the city to be finalized in the month of January. The streets included in this design package are:

- Blue Grass Lane – Fenwick to Balfour
- Hickory Hollow – Windrock to Spanish Moss
- Pintail Point at Hickory Hollow
- Cattail Creek at Hickory Hollow
- Moorside Drive – Fenway to Fawndale
- North Gap Drive at North Bend Drive
- Parkcrest Drive at Walzem Road



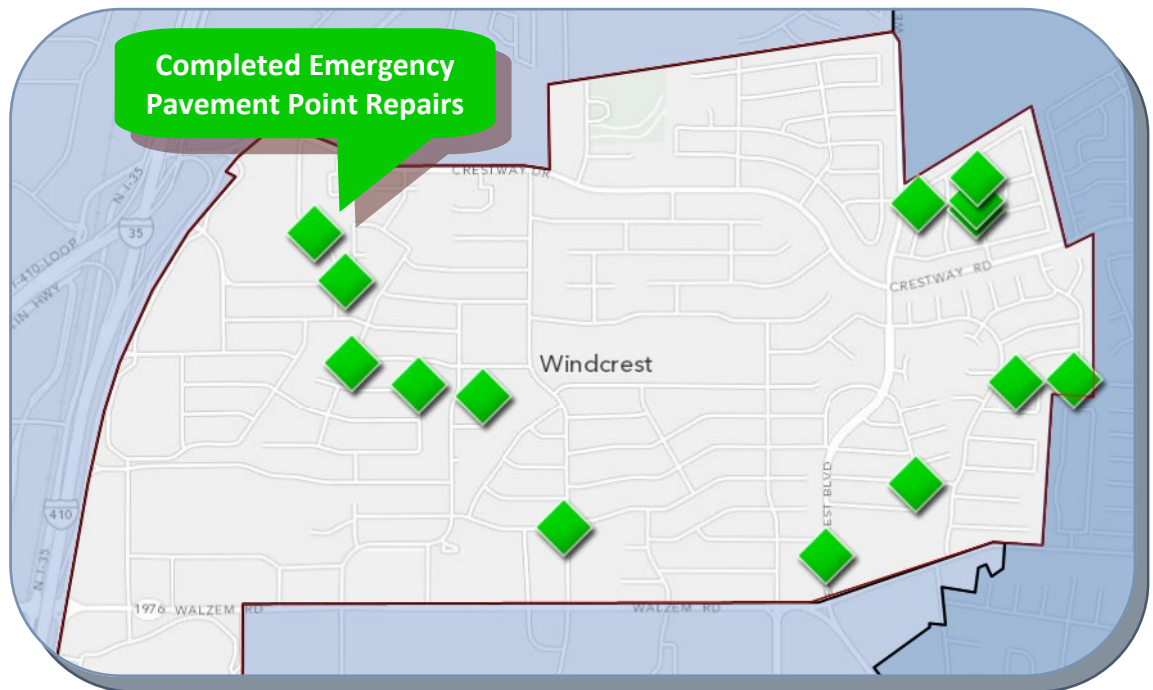
LOOKING FORWARD

Much is planned for the new year. The Citywide Pavement Point Repairs will be in full swing by the end of January and you will start to see more complex repairs and progress in the identified areas. A contractor will soon be selected for the Parkcrest Drive project north of the Walzem Road intersection so work can begin. Finally, a key feature of the pending contract bid from IDS Engineering for the major roadway design process involves a unique participatory process including interviews with residents that will be impacted by the construction and new designs. This will insure that the new roads in Windcrest fit the proper needs of the residents and that construction is completed in a way that minimizes disruption. Stay tuned for ramped up progress and for the next status report in February.

COMPLETED PROJECTS

Emergency Pavement Point Repairs

Maintaining the City's existing roadways is a key goal of the Roadway CIP. After the severe rains of September, the City initiated Emergency Pavement Point Repairs in October which was completed in December 2012. Engineering and project management was provided by **Young Professional Resources (YPR)** of Windcrest. This project targeted pavement areas that, if not corrected quickly, would lead to more extensive and expensive repairs later. The following map shows the areas which underwent emergency repairs. Pictures to the left highlight steps in the process.



ABOUT THE WINDCREST ROADWAY CAPITAL IMPROVEMENT PROGRAM

The City of Windcrest has experienced significant pavement distress on roadways across the City as a result of the recent record drought conditions. The drought and recent rains have activated the severe shrink-swell behavior of the soils on which the City's roadways are built.

To enhance the quality of life for City residents and improve as many lane miles of distressed pavements as funding allows, the City has begun a prioritized, multi-year Roadway Capital Improvement Program (CIP). This is the first such program ever initiated by the City. The program aims to patch potholes and failed pavement sections, seal pavement cracks, resurface pavements, reconstruct roadways, and repair sidewalks and drainage in some areas.

The City has committed to a total CIP budget of \$3.5M, with plans to spend approximately \$1.7M this fiscal year, including planning, design, and construction. The CIP will be funded by cash saved by the City. As part of the Roadway CIP, the City has selected **Raba Kistner, Inc.** of San Antonio to support City staff in the management and oversight of the program.



MONTHLY DESIGN AND CONSTRUCTION STATUS UPDATE

Project:	City of Windcrest – Street Point Repair Project (Work Order #2)
Project Engineer:	Leonard D. Young, P.E.
Date :	February 12, 2013
Reporting Period:	January 2013

OVERALL BUDGET STATUS

ENGINEERING

Original Contract Amount:	\$ 23,880
Change Order Amount:	\$0
Revised Contract Amount:	\$ 23,880
Original Contingency Amount:	\$ 0
Remaining Contingency Amount:	\$ 0
Pending Change Order Amount:	\$ 0
Actual Work Invoiced:	\$11,640.00
Actual Work Invoiced (Percentage):	75%
Budget Remaining	\$12,240.00

CONTRACTOR

Original Contract Amount:	\$164. 505.00
Change Order Amount:	\$0
Revised Contract Amount:	\$164. 505.00
Original Contingency Amount:	\$ 0
Remaining Contingency Amount:	\$ 0
Pending Change Order Amount:	\$ 0
Actual Work Invoiced:	0
Actual Work Invoiced (Percentage):	10%
Budget Remaining	\$164. 505.00

SCHEDULE

	Dates	Status
Start	October 08, 2012	
Final Design	November 9, 2012	Completed
Advertisement for Bid (3 weeks)	November 16, 2012	Completed
Pre Bid Conference	November 28, 2012	Completed
Bid Closes	December 7, 2012	Completed
Contractor Selection and Award	December 12, 2012	Completed
Pre-Construction Conference	January 17, 2013	Completed
Contractor Start	January 24, 2013 (Actual start February 4)	Started
*Contractor Completion (60 Day Construction)	*March 8, 2013	Ongoing

*Scheduled has been revised to allow for only 60 days of construction instead of 90 days and there were delays in actual start due to coordination issues. The completion date has been moved to March 24, 2013. *

ACTIVITIES THE PAST MONTH

Engineering Services

- Engineer is providing construction phase engineering services during construction

Construction

- The contractor started construction on February 4, 2013

COMPLETED REPAIR LOCATIONS

1. 417 Winfield Dr.
2. Cleardift - Between Windcrest & Faircrest
3. 5638 Cleardrift
4. 429 Cloudmont Dr.
5. 409 Cloudmont Dr.
6. 302 Cloudmont Dr.
7. Intersection Windsor Hill & Fourwinds Dr.

REPAIR LOCATIONS WHEREBY NOTICES HAVE BEEN ISSUED AND WORK IS PROGRESSING

1. Intersection of Windfield Dr./ Windway
2. 506 Fenwick Dr.
3. 605 Fenwick Dr.
4. 522 Fenway Lane
5. Fenway Between Sunhaven & Walzem
6. 705 Fawndale Lane
7. 5918 Bayou Bend
8. 601 Candleglo Dr.
9. 505 Candleglo Dr.

Projected Construction Activities for the Upcoming Month:

- Engineer will continue to monitor contractor
- Contractor will continue to advance with work

Issues/Delays/Claims:

- Claims: There were no claims filed
- Issues: The City staff has identified additional locations requiring repairs. Engineer is working on a solution to have the work done under this contractor or a future contract.
- Delays – Contractor recorded 2 bad weather days where he could not work

Modifications/Changes:

NONE

Submittals/Clarifications:

NONE

Safety:

- No preventable accidents reported
- No property or personal injury claims

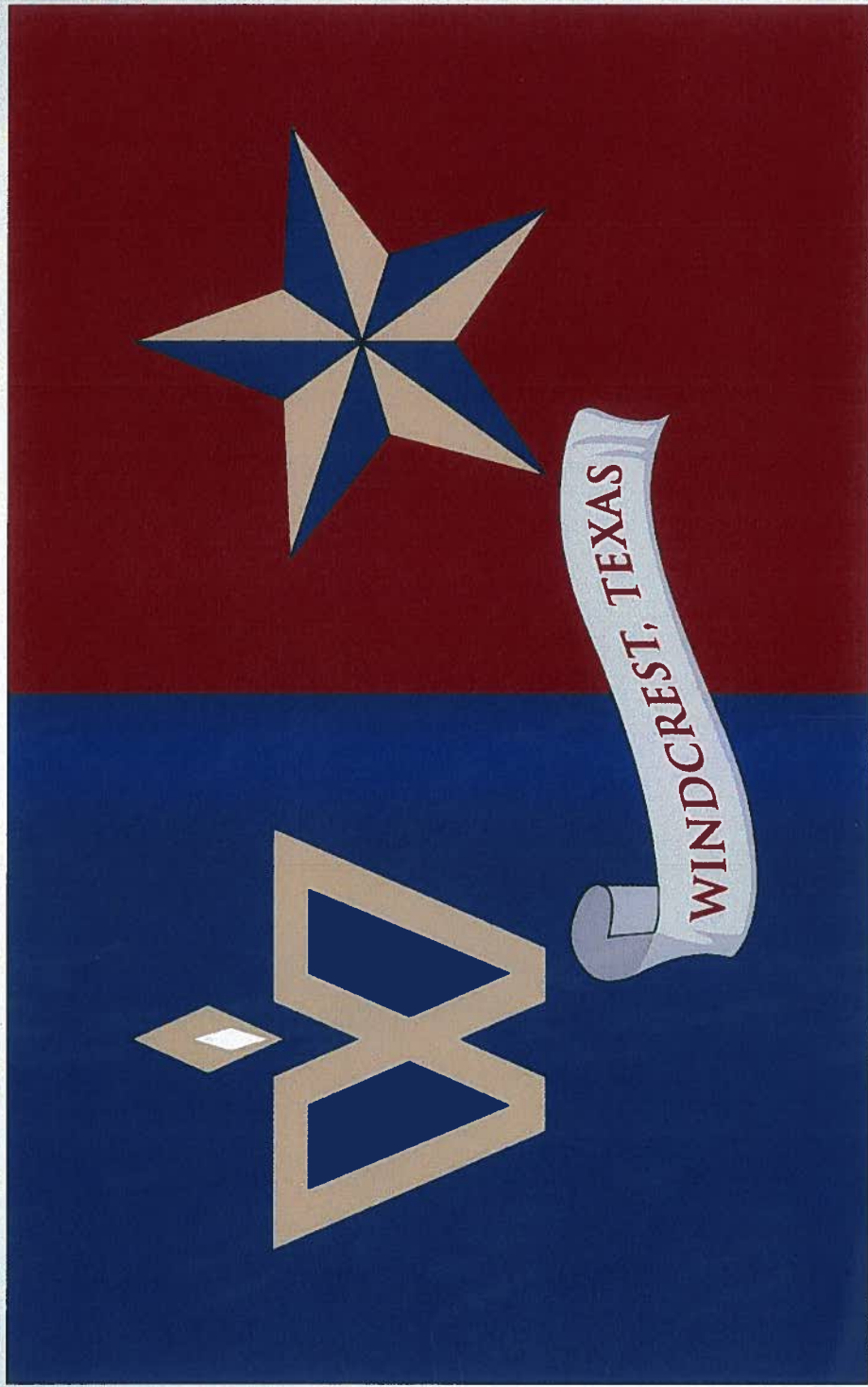
PROJECT PHOTOS

THE FOLLOWING PHOTOS ARE REPRESENTATIVE OF TYPE WORK PERFORMED



May 2013

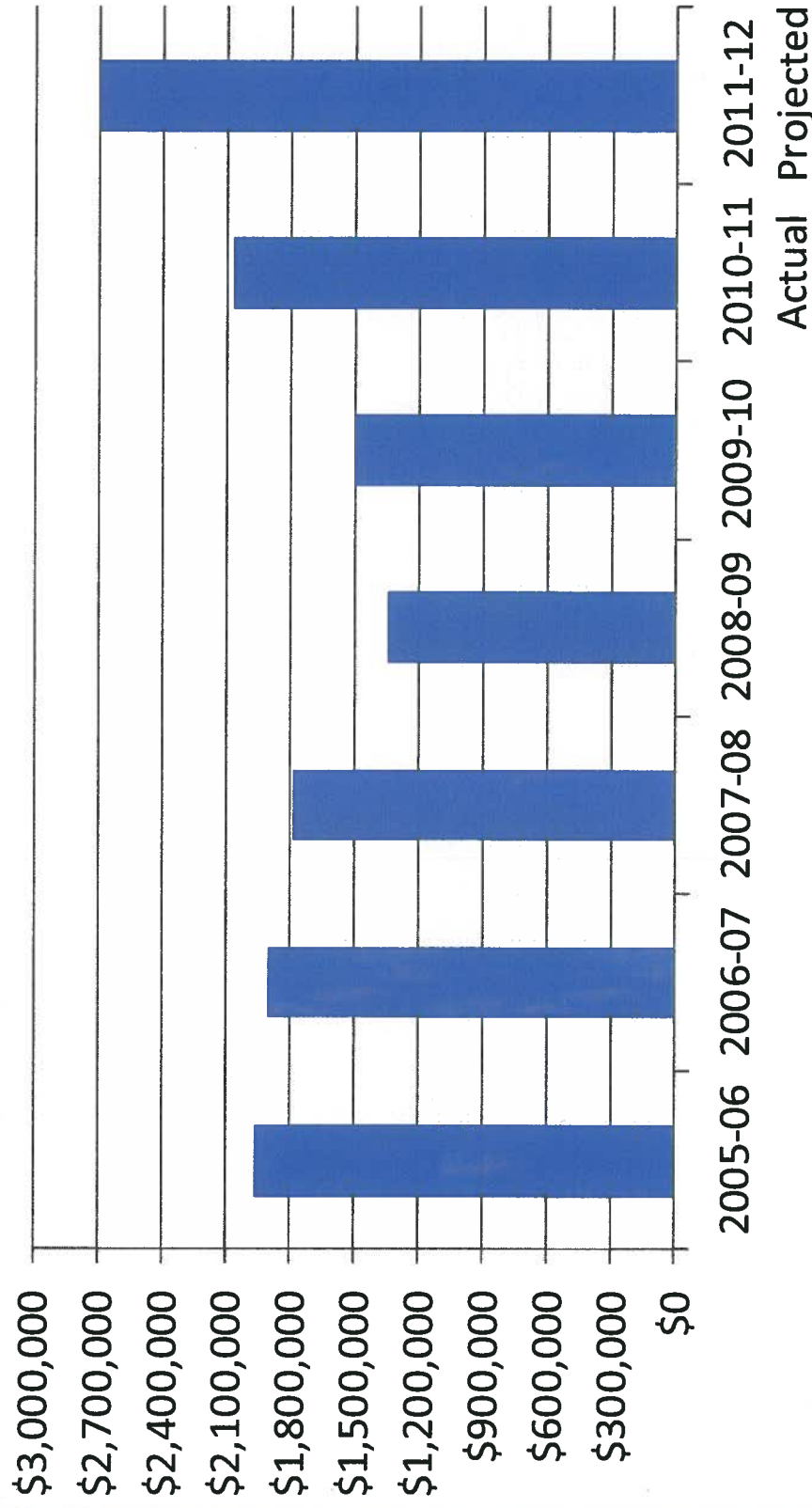
SP/2/2



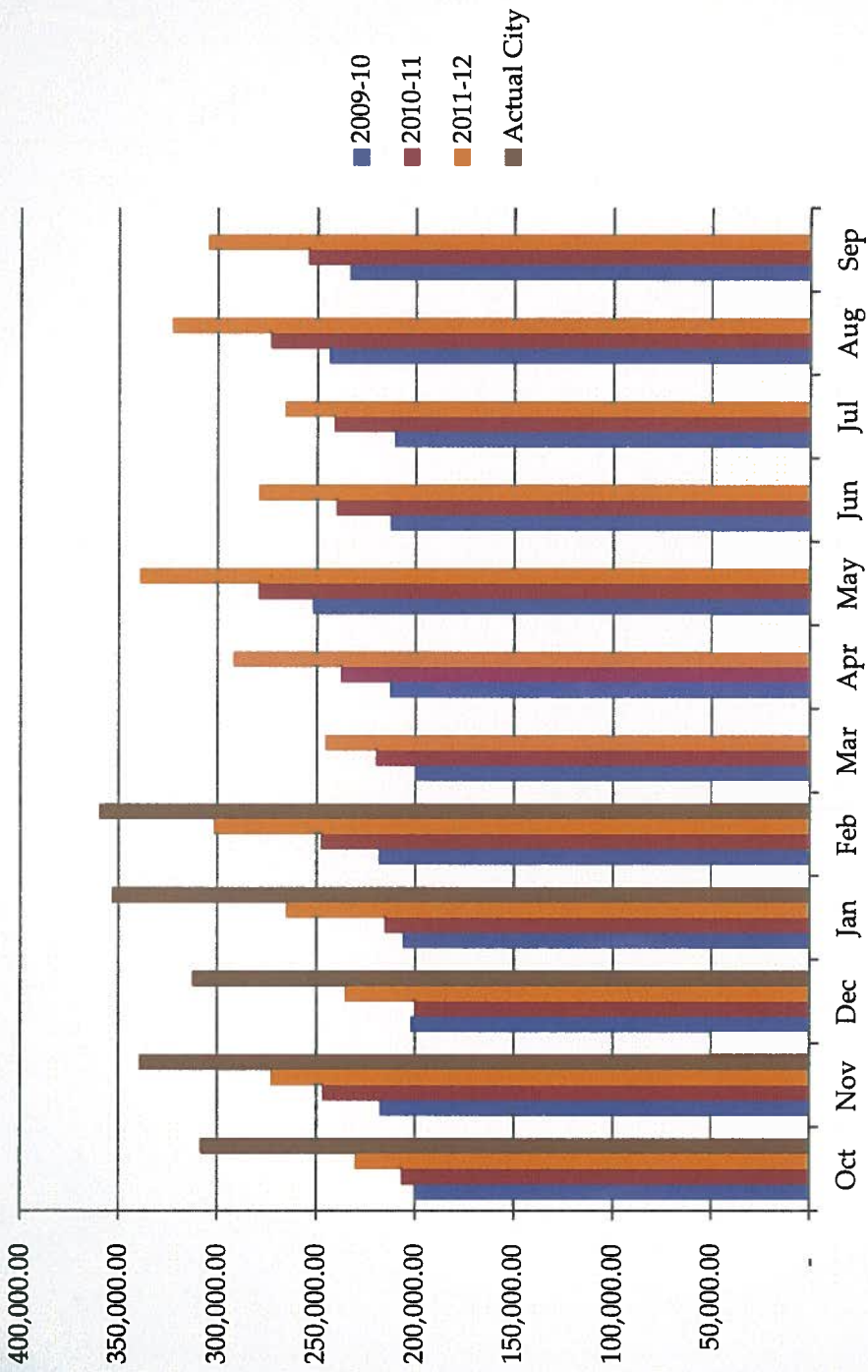
Monthly Finance Report

January 2013

Fund Balance

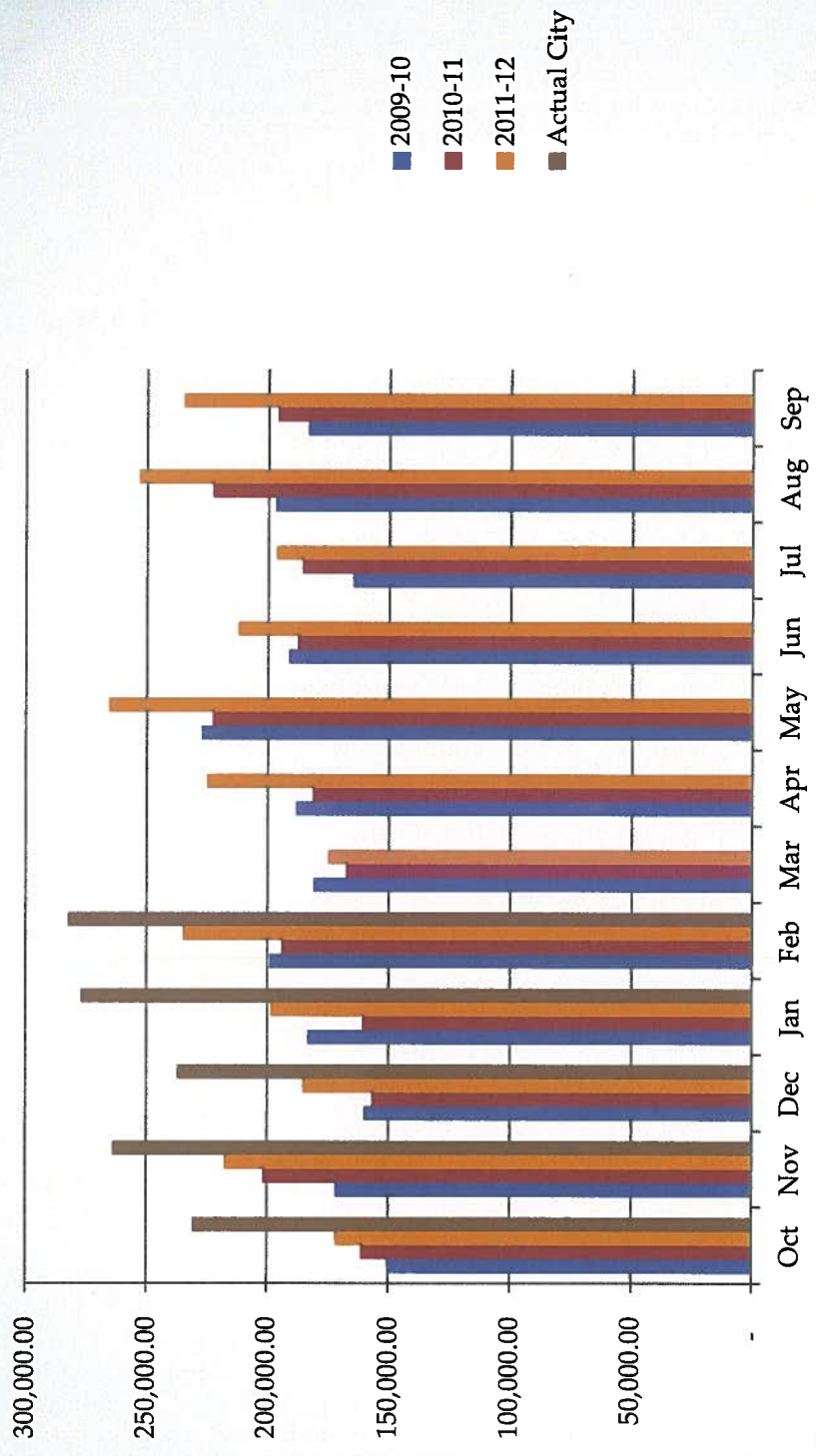


Monthly Finance Report October 2012



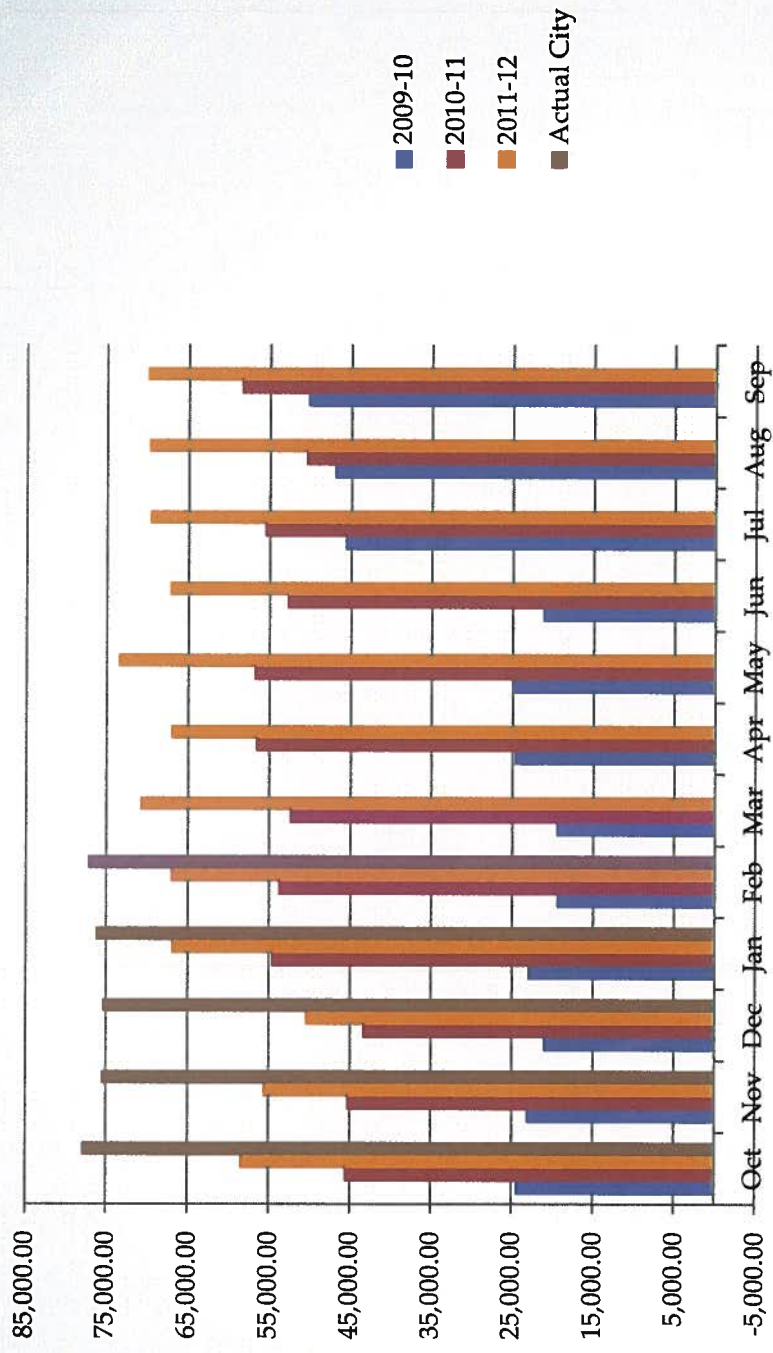
City of Windcrest

Total Sales Tax



City of Windcrest

Sales Tax less SA Annexation



City of Windcrest

Windcrest's Portion of SA Annexation

<u>Fund</u>	<u>YTD Revenues</u>	<u>YTD Expenditures</u>	<u>Current Cash Balance</u>
General	\$2,316,315.97	\$1,597,090.00	\$2,521,576
Garbage	357,320.10	214,849.06	337,386
Friends to Animal Control	1,973.64	1,625.80	1,952
Asset Seizure - Federal	0.00	0.00	347
County Fire Contribution	7,026.02	2,767.90	16,906
School Crossing Guard	1,347.32	31.92	41,177
Police Donations	0.20	55.44	6,469
Asset Seizure - State	0.27	2,683.82	6,633
Police Education Training	0.32	0.00	10,458
Roosevelt Scholarship	0.12	0.00	4,092
Economic Development Corp	95,174.49	453,315.86	1,817,918
Court Technology	4,212.87	0.00	32,261
Court Building Security	3,159.43	0.00	21,856
Hotel / Motel Tax	61,400.01	7,134.00	108,007
Debt Service	171,379.55	15,792.25	30,790
WCCPD	104,641.78	167,593.31	131,880
Capital Projects - Streets	95132.63	59,267.74	621,594
Pooled Cash			1,011,263
Total Cash			6,722,565

[Signature] 6

**Monthly Financial Report (MFR) as of
January 31, 2013**

Table of Contents

Treasurer's Report

Bank Account Summary

Sales Tax Graphs

 Total City of Windcrest Sales Tax

 City of Windcrest Sales Tax - SA Annexation

 Sales tax associated with the SA Annexation

General Fund:

 Balance Sheet, Financial Statement Summary and Financial Statement Summary

Garbage Fund:

 Balance Sheet, Financial Statement Summary and Financial Statement Summary

Economic Development Corporation:

 Balance Sheet, Financial Statement Summary and Financial Statement Summary

Hotel Motel Fund:

 Balance Sheet, Financial Statement Summary and Financial Statement Summary

Debt Service Fund:

 Balance Sheet, Financial Statement Summary and Financial Statement Summary

Windcrest Crime Control & Prevention District Fund:

 Balance Sheet, Financial Statement Summary and Financial Statement Summary

Capital Projects Street Fund:

 Balance Sheet, Financial Statement Summary and Financial Statement Summary

Summary of Total Assets in Non-Major Funds:

Asset Seizure Fund - Federal	\$	347
County Fire Contribution	\$	5,960
School Crossing Guard	\$	41,177
DARE	\$	-
Police Donations	\$	6,469
Asset Seizure Fund - State	\$	6,633
Police Education Training Fund	\$	10,458
Roosevelt Scholarship Funds	\$	4,092
Court Technology Fund	\$	32,261
Court Building Security Fund	\$	21,856

January 31, 2013

Treasurer's Report to Council Members:

The following summary and attached report is the monthly financial report for **January 2013**. This report covers **33.33%** of the current fiscal year. If you would like additional detail to support the report, it is available at the City Manager's office.

should be 33%

	Current Month	Prior Year	Current Y.T.D.	Prior Y.T.D.	Y.T.D. % to Budget
General Fund:					
Income	\$975,648	\$881,137	\$2,316,316 ✓	\$2,553,280	45.77%
Expenditures	\$339,434	680,941	\$1,597,090 ✓	1,387,261	31.59%
Net	\$636,215	\$200,196	\$719,226 ✓	\$1,166,019	
Garbage Fund:					
Income	\$28,379	\$193,597	\$357,320	\$527,047	40.95%
Expenditures	\$31,667	-	\$214,849	262,971	22.23%
Net	(\$3,288)	\$193,597	\$142,471	\$264,076	
Debt Service Fund:					
Income	\$ 0.24	\$ 138,874.82	\$ 171,379.55	\$ 211,209	48.06%
Transfers In		-	-	-	
Expenditures		-	15,792	23,296	0.00%
Net	\$ 0	\$ 138,875	\$ 155,587	\$ 187,914	
Capital Projects Fund:					
Income	\$50,472	\$28,342	\$95,133	\$85,864	24.87%
Expenditures	15,408	-	59,268	12,458	5.39%
Transfers Out		-		-	
Net	\$35,064	\$28,342.00	\$35,865	\$73,406	
Total Funds:					
Income	\$1,054,499	\$1,241,951	\$2,940,148	\$3,377,400	
Expenditures	\$386,508	\$680,941	\$1,886,999	\$1,685,985	
Transfers In / (Out)		\$ -		\$0	
Net All Funds	\$667,991	\$561,010	\$1,053,149 ✓	\$1,691,415	
Sales Tax Collections (Actual Received):					
Crime Control District	\$ 50,413	\$ 40,967	\$ 184,089	\$ 181,837	
EDC	\$ 50,467	\$ 43,127	\$ 187,675	\$ 186,636	
General Fund	\$ 201,868.48	\$ 172,507	\$ 750,700	\$ 746,506	
Ad Valorem Tax Offset	\$ 50,467	\$ 43,127	\$ 187,675	\$ 183,636	
For Street Maintenance	\$ 50,467	\$ 43,127	\$ 187,675	\$ 183,636	
Net Sales Tax	\$ 403,682	\$ 342,855	\$ 1,497,814	\$ 1,482,252	
Annexed Area to S.A.	\$ (76,277)	\$ (67,036)	\$ (228,832)	\$ (298,622)	

We recommend that this Treasurer's Report be approved.

Respectfully Submitted,

Sarah Mangham
Municipal Finance Officer

[Signature]

CITY OF WINDCREST FINANCE SUMMARY
For the Period Ending January 31, 2013

	Account	Interest Rate
Frost Bank Accounts:		
99-1102 Pooled Checking	\$ 1,011,263	0.01%
01-1105 General Fund Money Market	\$ 1,298,849	0.01%
01-1126 General Fund Development Escrow	\$ -	0.01%
01-1120 General Fund Certificate of Deposit	\$ 25,000	0.23%
02-1100 Garbage Fund Checking	\$ 54,478	0.01%
02-1105 Garbage Fund Money Market	\$ 242,476	0.01%
03-3201 Friends to Animal Control	\$ 1,952	0.01%
17-1105 Debt Service Fund	\$ 30,790	0.01%
19-1105 Capital Projects Street Fund	\$ 463,290	0.01%
16-1105 Hotel/Motel Occupancy Tax Fund	\$ 108,007	0.01%
18-1105 Windcrest Crime Control & Prevention Dist. Fund	\$ 131,880	0.01%
13-1105 Economic Development Corporation	\$ 416,770	0.01%
13-1106 Economic Development Corporation Escrow	\$ 1,401,148	0.01%
04-1105 Asset Forfeiture/Seizure Savings (Federal)	\$ 347	0.01%
05-1105 County Fire Contribution Savings	\$ 5,960	0.01%
06-1105 School Crossing Guard Savings	\$ 41,177	0.01%
07-1105 Dare Program Fund Savings	\$ -	0.01%
08-1105 Police Donation Savings	\$ 6,469	0.01%
09-1105 Asset Forfeiture/Seizure Savings (State)	\$ 6,633	0.01%
10-1105 Police Education/Training Savings	\$ 10,458	0.01%
11-1105 Roosevelt Scholarship Fund	\$ 4,092	0.01%
14-1105 Municipal Court Technology Fund	\$ 32,261	0.01%
15-1105 Municipal Court Building Security Fund	\$ 21,856	0.01%
Total - Frost National Bank	\$ 5,315,156	
INVESTMENTS:		
01-1127 IBC Bank Escrow CD Account	\$ 203,873	0.60%
Texpool (breakout by fund on following page)	\$ 1,193,301	0.1590%
19-1115 Texpool for Streets	\$ 10,236	0.1590%
Total TexPool	\$ 1,203,537	
TOTAL ALL FUNDS	\$ 6,722,566	

Texpool Breakout by Fund

Balance		
Fund #	Fund Name	1/31/2013
1	General Fund	993,854.33
2	Garbage	40,432.15
17	Debt Service	-
19	Capital Project Street	148,068.08
13	Economic Dev. Fund	-
5	County Fire Contribution	10,946.07
9	Asset Seizure Fund - State	-
	Total	1,193,300.63

AS OF: JANUARY 31ST, 2013

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
01-1102	CLAIM ON CASH	707,062.55
01-1105	SAVINGS	1,298,849.12
01-1110	PETTY CASH	1,200.00
01-1112	VISA CARDS-PETTY CASH	4,817.86
01-1120	CERT. OF DEPOSIT-RESTRICTED	25,000.00
01-1125	INVESTMENT/TEXPOOL	993,854.53
01-1127	IBC BANK ESCROW	203,872.73
01-1210	PREPAID VOLUNTEER PENSION	3,552.00
01-1325	DUE FROM S C G FUND	1,700.00
01-1330	DUE FROM COUNTY FIRE CONT	4,000.00
01-1340	DUE FROM POLICE DONATION ACCT	1,200.00
01-1355	DUE FROM EDC	40,000.00
01-1357	DUE FROM TX TAX NOTES 2002 FUN	30,000.00
01-1381	DUE FROM TX TAX NOTES 2005	58,000.00
01-1501	A/R-ADVALOREM TAXES	24,946.89
01-1504	ALLOWANCE FOR DOUBT -WARRANTS	(1,083,598.00)
01-1505	ALLOW FOR DOUBTFUL ACCTS	(1,057.06)
01-1510	A/R-SALES TAX	109,636.48
01-1515	A/R-LIQUOR TAX	171.31
01-1562	A/R - GRANT FUNDS	4,358.01
01-1601	A/R-MISC FEES	2,453.26
01-1602	A/R WARRANTS - CITY PORTION	1,203,997.00
01-1605	A/R-FRANCHISE	11,936.69
		3,645,953.37
TOTAL ASSETS		
		3,645,953.37
=====		
LIABILITIES		
=====		
01-2200	WAGES PAYABLE	(14,892.00)
01-2205	FED WITHHOLDING	480.07
01-2210	FICA PAYABLE - EMPLOYER	482.23
01-2220	MEDICARE PAYABLE EMPLOYER	111.58
01-2230	TWRS PAYABLE	210.61
01-2240	TRUSTEE PAYABLE	2,087.62
01-2242	SEC 457B DEF.COMP. PAYABLE	4,225.71
01-2245	LIFE INSURANCE PAYABLE	(939.86)

AS OF: JANUARY 31ST, 2013

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
01-2405	A/P-PERSONNEL TRAIN(JCPT)	12.00
01-2410	A/P-SALES TAX	163,520.34
01-2411	BOND ESCROW	13,612.00
01-2413	A/P TIME PAYMENT	256.72
01-2415	A/P FUGITIVE APPREHENSION (FA)	30.00
01-2416	A/P CONSOLIDATED CRT COST(CCC)	10,120.54
01-2417	A/P JUVENILE CRIME(JCD)	3.00
01-2418	A/P FTA FEE (FTA)	95.61
01-2422	DEPOSITS-VEHICLE STORAGE	5,104.38
01-2423	AP-CHILD SAFETY SEAT & BELT	629.81
01-2424	A/P CORRECTIONAL MGMT (CMI)	3.00
01-2425	DEPOSITS-CIVIC CENTER	(7,060.00)
01-2426	A/P INDIGENT DEFENSE FEE	496.02
01-2428	A/P - MUNI SVC BUREAU	42.93
01-2429	A/P - STATE TRAFFIC FEES	4,784.13
01-2430	BOND REFUNDS	(627.00)
01-2431	A/P - STATE JURY FEE (SJRF)	1,012.11
01-2434	A/P-JUDICIAL FEE-STATE (JFCT)	1,356.27
01-2436	A/P-LINEBARGER COURT COLLECTIO	6,171.79
01-2437	A/P-CIVIL JUSTICE FINE (CJFS)	116.94
01-2475	ENCUMBRANCES	700.66
01-2476	RESERVE FOR ENCUMBRANCES	(700.66)
01-2477	PRIOR YEAR ENCUMBRANCES	3.00
01-2478	RESERVE PRIOR YEAR ENCUMBRANCE	(3.00)
01-2501	DEFERRED REVENUE-TAXES	15,360.99
01-2503	DEFERRED REVENUE - WARRANTS	120,399.00
	TOTAL LIABILITIES	331,226.28
	EQUITY	
	=====	
01-3201	FUND BALANCE	1,799,015.80
01-3205	FOR ECONOMIC IMPACT	175,000.00
01-3207	FOR CASHFLOW	175,000.00
01-3209	FOR EMERGENCY CONTINGENCY	35,000.00
01-3213	FOR STREET MAINTENANCE	300,000.00
01-3214	FOR STREET SWEEPER	111,559.00
	TOTAL BEGINNING EQUITY	2,595,574.80
	TOTAL REVENUE	2,316,315.97
	TOTAL EXPENSES	1,597,163.68

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2013

01 -GENERAL FUND

% OF YEAR COMPLETED: 33.33

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY								
ALL REVENUES	5,060,445	5,060,445	975,648.41	2,316,315.97	2,553,280.06	0.00	45.77	2,744,129.03
TOTAL REVENUES	5,060,445	5,060,445	975,648.41	2,316,315.97	2,553,280.06	0.00	45.77	2,744,129.03
EXPENDITURE SUMMARY								
01-ADMINISTRATION								
SALARIES & BENEFITS	130,554	130,554	12,333.96	48,975.81	39,242.31	0.00	37.51	81,578.19
OTHER EXPENSES	62,410	62,410	11,953.50	23,681.50	3,171.19	0.00	37.95	38,728.50
TOTAL 01-ADMINISTRATION	192,964	192,964	24,287.46	72,657.31	42,413.50	0.00	37.65	120,306.69
02-POLICE DEPARTMENT								
SALARIES & BENEFITS	1,504,358	1,502,358	119,001.72	457,324.94	374,485.62	0.00	30.44	1,045,033.06
OTHER EXPENSES	108,748	110,748	2,870.51	27,369.90	21,177.40	0.00	24.71	83,378.10
CAPITAL EXPENSES	0	0	0.00	0.00	3,068.50	0.00	0.00	0.00
TOTAL 02-POLICE DEPARTMENT	1,613,106	1,613,106	121,872.23	484,694.84	398,731.52	0.00	30.05	1,128,411.16
03-FIRE DEPARTMENT								
SALARIES & BENEFITS	121,849	121,849	6,746.52	34,102.23	41,854.94	0.00	27.99	87,746.77
OTHER EXPENSES	104,218	104,218	5,316.92	24,239.55	29,761.71	0.00	23.26	79,978.45
CAPITAL EXPENSES	27,000	27,000	0.00	0.00	19,349.00	0.00	0.00	27,000.00
TOTAL 03-FIRE DEPARTMENT	253,067	253,067	12,063.44	58,341.78	90,965.65	0.00	23.05	194,725.22
04-SPECIAL SERVICES								
SALARIES & BENEFITS	57,114	57,150	4,547.69	18,755.09	1,491.44	0.00	32.82	38,394.91
OTHER EXPENSES	103,135	103,099	8,330.29	56,156.19	40,827.45	0.00	54.47	46,942.81
TOTAL 04-SPECIAL SERVICES	160,249	160,249	12,877.98	74,911.28	42,318.89	0.00	46.75	85,337.72
OTHER EXPENSES								
TOTAL	0	0	0.00	0.00	9.48	0.00	0.00	0.00
06-PARKS & RECREATION								
OTHER EXPENSES	151,575	151,575	6,637.71	21,155.10	28,500.71	0.00	13.96	130,419.90
CAPITAL EXPENSES	150,000	150,000	10,071.05	29,266.98	799.98	0.00	19.51	120,733.02

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2013

01 -GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
10-FACILITY DIVISION								
OTHER EXPENSES	114,000	114,000	5,595.36	28,317.84	24,405.15	0.00	24.84	85,682.16
TOTAL 10-FACILITY DIVISION	114,000	114,000	5,595.36	28,317.84	24,405.15	0.00	24.84	85,682.16
11-CIVIC CENTER								
SALARIES & BENEFITS	86,653	86,653	6,824.79	32,277.34	38,736.57	0.00	37.25	54,375.66
OTHER EXPENSES	48,400	48,400	2,423.10	11,935.35	6,406.60	0.00	24.66	36,464.65
CAPITAL EXPENSES	0	0	0.00	0.00	12,556.97	0.00	0.00	0.00
TOTAL 11-CIVIC CENTER	135,053	135,053	9,247.89	44,212.69	57,700.14	0.00	32.74	90,840.31
14-CONTRACT SERVICES								
OTHER EXPENSES	349,400	349,400	22,130.34	192,156.75	126,734.35	0.00	55.00	157,243.25
TOTAL 14-CONTRACT SERVICES	349,400	349,400	22,130.34	192,156.75	126,734.35	0.00	55.00	157,243.25
15-TECH SUPPORT								
OTHER EXPENSES	213,074	213,074	20,789.78	96,499.42	59,015.76	0.00	45.29	116,574.58
CAPITAL EXPENSES	0	0	0.00	19,683.90	38,099.00	0.00	0.00	19,683.90
TOTAL 15-TECH SUPPORT	213,074	213,074	20,789.78	116,183.32	97,114.76	0.00	54.53	96,890.68
16-PUBLIC WORKS								
SALARIES & BENEFITS	436,320	436,320	29,556.05	150,049.39	123,583.06	0.00	34.39	286,270.61
OTHER EXPENSES	89,875	89,875	5,002.19	16,791.59	37,003.12	0.00	18.68	73,083.41
CAPITAL EXPENSES	2,500	2,500	0.00	0.00	0.00	0.00	0.00	2,500.00
TOTAL 16-PUBLIC WORKS	528,695	528,695	34,558.24	166,840.98	160,586.18	0.00	31.56	361,854.02
17-ANIMAL CONTROL								
SALARIES & BENEFITS	65,365	65,365	4,153.57	19,245.31	19,474.46	0.00	29.44	46,119.69
OTHER EXPENSES	18,250	18,250	0.00	5,998.44	3,877.90	0.00	32.87	12,251.56
CAPITAL EXPENSES	0	0	0.00	0.00	6,816.66	0.00	0.00	0.00
TOTAL 17-ANIMAL CONTROL	83,615	83,615	4,153.57	25,243.75	30,169.02	0.00	30.19	58,371.25
18-WCCPD								
19-CODE ENFORCEMENT								
SALARIES & BENEFITS	53,241	53,241	5.56	508.09	12,748.66	0.00	0.95	52,732.91
OTHER EXPENSES	6,950	6,950	7,775.00	1,135.15	13,239.84	0.00	16.33	5,814.85
TOTAL 19-CODE ENFORCEMENT	60,191	60,191	7,769.44	1,643.24	25,988.50	0.00	2.73	58,547.76

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2013

% OF YEAR COMPLETED: 33.33

01 --GENERAL FUND
FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
26-POOL								
SALARIES & BENEFITS	62,696	62,696	0.00	0.00	2,135.04	0.00	0.00	62,696.00
OTHER EXPENSES	35,000	35,000	2,198.69	7,864.08	894.17	0.00	22.47	27,135.92
TOTAL 26-POOL	97,696	97,696	2,198.69	7,864.08	3,029.21	0.00	8.05	89,831.92
27-POST OFFICE								
SALARIES & BENEFITS	26,598	29,098	3,631.60	12,421.83	4,283.54	0.00	42.69	16,676.17
OTHER EXPENSES	9,200	6,700	284.64	1,979.34	2,343.16	0.00	29.54	4,720.66
TOTAL 27-POST OFFICE	35,798	35,798	3,916.24	14,401.17	6,626.70	0.00	40.23	21,396.83
28-HUMAN RESOURCES								
OTHER EXPENSES	147,900	147,900	3,014.22	11,885.40	18,491.25	0.00	8.04	136,014.60
TOTAL 28-HUMAN RESOURCES	147,900	147,900	3,014.22	11,885.40	18,491.25	0.00	8.04	136,014.60
29-MERIT INCREASES								
00-GENERAL EXPENDITURES								
TOTAL EXPENDITURES	5,055,533	5,055,533	339,433.53	1,597,090.29	1,387,260.66	0.00	31.59	3,458,442.71
REVENUE OVER/ (UNDER) EXPENDITURES	4,912	4,912	636,214.88	719,225.68	1,166,019.40	0.00	4,642.22 (	714,313.68)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2013

01 -GENERAL FUND

% OF YEAR COMPLETED: 33.33

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
01-4101 ADVALOREM TAX CURRENT	1,550,638	1,550,638	620,479.33	1,426,122.69	1,303,480.76	0.00	91.97	124,515.31
01-4115 SALES TAX	1,544,999	1,544,999	201,868.46	380,454.33	343,436.37	0.00	24.62	1,164,544.67
01-4116 SALES TX-AD VALOREM TX OFFSET	382,571	382,571	50,467.12	95,113.59	85,859.12	0.00	24.86	287,457.41
01-4118 HOTEL OCC. TAX FUND TRANSFER	106,847	106,847	8,903.92	35,615.68	58,045.00	0.00	33.33	71,231.32
01-4120 MIXED BEVERAGE GROSS RECEIPTS	18,730	18,730	3,951.02	8,183.08	7,544.02	0.00	43.69	10,546.92
01-4201 CPS ENERGY FRANCHISE FEES	280,759	280,759	0.00	79,313.46	80,121.88	0.00	28.25	201,445.54
01-4205 AT&T TELECOM FRANCHISE FEES	52,646	52,646	0.00	194.30	11,217.03	0.00	0.37	52,451.70
01-4210 TIME WARNER CABLE & TEL FEES	99,155	99,155	4,166.67	36,245.37	38,118.87	0.00	36.55	62,909.63
01-4215 OTHER TELECOM FEES	29,745	29,745	36.18	7,618.22	4,068.27	0.00	25.61	22,126.78
01-4230 FRANCHISE FEES -WATER	13,109	13,109	0.00	6,228.75	551.51	0.00	47.52	6,880.25
01-4301 INTEREST	3,300	3,300	120.71	640.16	440.71	0.00	19.40	2,659.84
01-4310 COURT FINES	427,000	427,000	30,930.97	122,870.87	95,366.31	0.00	28.78	304,129.13
01-4401 SWIMMING POOL FEES	29,500	29,500	0.00	0.00	0.00	0.00	0.00	29,500.00
01-4408 CONTRACTOR ANNUAL REGISTRATION	3,850	3,850	300.00	1,020.00	960.00	0.00	26.49	2,830.00
01-4409 BUILDING PERMIT FEES	122,857	122,857	4,595.85	41,218.65	20,210.05	0.00	33.55	81,638.35
01-4410 FOOD PERMIT FEES	18,540	18,540	7,637.50	10,691.50	10,112.50	0.00	57.67	7,848.50
01-4420 LIQUOR LICENSE FEES	1,200	1,200	500.00	1,462.50	87.50	0.00	121.88	262.50)
01-4425 VEHICLE STORAGE FEES	21,184	21,184	128.28)	1,259.72	508.26	0.00	1.23	20,924.28
01-4430 CIVIC CENTER FEES	25,615	25,615	2,260.00	9,180.00	4,250.00	0.00	35.84	16,435.00
01-4435 DOG TAG & IMPOUNDMENT FEES	1,200	1,200	265.00	415.00	220.00	0.00	34.58	785.00
01-4440 MISCELLANEOUS FEES	7,500	7,500	290.95	1,090.83	3,525.13	0.00	14.54	6,409.17
01-4441 ALARM & PERMIT FEES	6,500	6,500	350.00	500.00	500.00	0.00	7.69	6,000.00
01-4442 FLATTING/ZONING/VAR FEES	6,000	6,000	0.00	0.00	0.00	0.00	0.00	6,000.00
01-4444 FOOD HANDLER TRAINING FEES	5,000	5,000	918.00	1,755.00	1,846.00	0.00	35.10	3,245.00
01-4450 POST OFFICE SUBSIDY	25,000	25,000	2,083.33	8,333.32	8,333.32	0.00	33.33	16,666.68
01-4460 MISCELLANEOUS INCOME	150,000	150,000	3,985.00	10,122.27	399,455.55	0.00	6.75	139,877.73
01-4470 LEASE OF LAND	0	0	0.00	0.00	50,000.00	0.00	0.00	0.00
01-4501 GARBAGE FUND ADMIN TRANSFER	95,000	95,000	31,666.68	31,666.68	23,750.00	0.00	33.33	63,333.32
01-4504 COURT SECURITY FUND TRANSFER	10,000	10,000	0.00	0.00	0.00	0.00	0.00	10,000.00
01-4511 GRANT PROCEEDS-DOJ	22,000	22,000	0.00	0.00	1,271.90	0.00	0.00	22,000.00
TOTAL REVENUES	5,060,445	5,060,445	975,648.41	2,316,315.97	2,553,280.06	0.00	45.77	2,744,129.03

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2013

01 -GENERAL FUND

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
01-ADMINISTRATION								
=====								
SALARIES & BENEFITS								
01-501-010 ADMIN. SALARIES	92,958	92,958	7,173.20	25,173.27	23,587.34	0.00	27.08	67,784.73
01-501-014 STIPEND	3,876	3,719	0.00	3,712.30	1,346.62	0.00	99.82	6.77
01-501-018 ADMIN. EDUCATION PAY	600	600	0.00	0.00	0.00	0.00	0.00	600.00
01-501-020 ADMIN. OVERTIME	600	689	111.27	800.20	83.67	0.00	116.15 (	111.27)
01-501-030 SOCIAL SECURITY	8,061	8,061	550.45	2,569.29	2,094.35	0.00	31.87	5,491.71
01-501-040 HEALTH INSURANCE	14,809	14,809	1,373.50	5,078.42	7,278.28	0.00	34.29	9,730.58
01-501-045 INSURANCE - BCWID	0	0	2,607.62	9,103.75	0.00	0.00	0.00 (	9,103.75)
01-501-050 RETIREMENT	8,638	8,638	517.92	1,998.58	4,397.70	0.00	23.14	6,639.42
01-501-060 WORKERS' COMPENSATION	472	540	0.00	540.00	454.35	0.00	100.00	0.00
01-501-070 UNEMPLOYMENT COMPENSATION	540	540	0.00	0.00	0.00	0.00	0.00	540.00
TOTAL SALARIES & BENEFITS	130,554	130,554	12,333.96	48,975.81	39,242.31	0.00	37.51	81,578.19
OTHER EXPENSES								
01-501-130 BONDS & TRAINING	2,700	2,700	429.00	1,728.64	961.40	0.00	64.02	971.36
01-501-151 Contract Svc - Inspections	32,000	32,000	11,075.00	19,225.00	0.00	0.00	60.08	12,775.00
01-501-420 OFFICE SUPPLIES	3,000	3,000	394.50	824.59	724.39	0.00	27.49	2,175.41
01-501-440 ELECTION SUPPLIES	20,000	20,000	0.00	0.00	0.00	0.00	0.00	20,000.00
01-501-600 OFFICE EQUIPMENT & MAINT	800	800	55.00	576.90	0.00	0.00	72.11	223.10
01-501-650 VEHICLE EXPENSE	750	750	0.00	0.00	0.00	0.00	0.00	750.00
01-501-700 CONTINGENCIES	3,160	3,160	0.00	1,326.37	1,485.40	0.00	41.97	1,833.63
TOTAL OTHER EXPENSES	62,410	62,410	11,953.50	23,681.50	3,171.19	0.00	37.95	38,728.50
CAPITAL EXPENSES								
=====								
TOTAL 01-ADMINISTRATION	192,964	192,964	24,287.46	72,657.31	42,413.50	0.00	37.65	120,306.69
02-POLICE DEPARTMENT								
=====								
SALARIES & BENEFITS								
01-502-010 POLICE SALARIES	879,381	864,765	67,474.59	236,609.96	165,373.32	0.00	27.36	628,155.04
01-502-012 CIVILIAN SALARIES	163,820	163,820	12,305.87	41,941.28	47,167.87	0.00	25.60	121,878.72

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2013

01 -GENERAL FUND

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
01-502-030CSOCIAL SECURITY CIVILIAN	13,580	13,580	0.00	0.00	4,150.40	0.00	0.00	13,580.00
01-502-040 HEALTH INSURANCE	125,764	123,424	6,367.90	34,629.54	26,534.75	0.00	28.06	88,794.46
01-502-050 RETIREMENT	75,975	75,975	6,997.03	23,443.18	40,199.60	0.00	30.86	52,531.82
01-502-050CIRETIREMENT CIVILIAN	14,185	14,185	0.00	0.00	4,661.67	0.00	0.00	14,185.00
01-502-060 WORKERS' COMPENSATION	30,227	26,237	0.00	26,237.36	28,127.22	0.00	100.00	0.00
01-502-070 UNEMPLOYMENT COMPENSATION	4,275	4,275	0.00	0.00	0.00	0.00	0.00	4,275.00
01-502-096 EXEMPT VACATION PAY-OUT	0	0	0.00	0.00	9,789.25	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	1,504,358	1,502,358	119,001.72	457,324.94	374,485.62	0.00	30.44	1,045,033.06
OTHER EXPENSES								
01-502-120 DUES & SUBSCRIPTIONS	500	500	0.00	0.00	0.00	0.00	0.00	500.00
01-502-130 BONDS & TRAINING	4,000	4,000	75.00	1,009.70	1,428.20	0.00	25.24	2,990.30
01-502-140 EMPLOYMENT SCREENING	0	0	0.00	0.00	1,473.00	0.00	0.00	0.00
01-502-400 CITIZEN'S PATROL	2,500	2,500	62.75	1,519.64	0.00	0.00	60.79	980.36
01-502-420 OFFICE SUPPLIES	4,500	4,500	0.00	685.60	620.31	0.00	15.24	3,814.40
01-502-430 MISCELLANEOUS SUPPLIES	6,000	8,000	1,578.76	6,755.68	1,067.37	0.00	84.45	1,244.32
01-502-450 LAB FEES/CRIME SCENE SUPP	8,500	8,500	251.75	991.56	1,670.00	0.00	11.67	7,508.44
01-502-480 UNIFORM ALLOWANCE	12,960	12,960	17.00	415.77	3,954.24	0.00	3.21	12,544.23
01-502-520 BICYCLE PARTS & MAINTENANCE	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
01-502-540 VEHICLE FUEL	64,588	64,588	845.05	15,870.99	10,686.78	0.00	24.57	48,717.01
01-502-550 PRISONER EXPENSE	3,000	3,000	0.00	5.10	0.00	0.00	0.17	2,994.90
01-502-700 CONTINGENCIES	1,200	1,200	40.20	115.86	277.50	0.00	9.66	1,084.14
TOTAL OTHER EXPENSES	108,748	110,748	2,870.51	27,369.90	21,177.40	0.00	24.71	83,378.10
CAPITAL EXPENSES								
01-502-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	3,068.50	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	3,068.50	0.00	0.00	0.00
TOTAL 02-POLICE DEPARTMENT	1,613,106	1,613,106	121,872.23	484,694.84	398,731.52	0.00	30.05	1,128,411.16
03-FIRE DEPARTMENT								
=====								
SALARIES & BENEFITS								
01-503-010 FIRE DEPT. SALARIES	59,967	59,967	4,631.83	16,391.96	16,454.93	0.00	27.33	43,575.04
01-503-012 STIPEND	3,230	3,230	0.00	3,179.65	1,309.82	0.00	98.44	50.35
01-503-020 FIRE OVERTIME	900	900	391.52	407.00	0.00	0.00	45.22	493.00
01-503-030 SOCIAL SECURITY	4,587	4,587	374.77	1,657.10	1,486.61	0.00	36.13	2,929.90

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2013

01 -GENERAL FUND

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
01-503-221 MOBILE DATA TERMINAL SERVICE	5,500	5,500	0.00	570.29	1,520.56	0.00	10.37	4,929.71
01-503-223 PAGER CONTRACT	0	0	174.95	0.00	314.85	0.00	0.00	0.00
01-503-224 PAGER MAINTENANCE	0	0	174.95	174.95	0.00	0.00	0.00	174.95
01-503-226 PAGER MAINTENANCE - FIRE	2,000	2,000	0.00	0.00	0.00	0.00	0.00	2,000.00
01-503-227 RADIO CONTRACT	7,500	7,500	0.00	4,624.08	0.00	0.00	61.65	2,875.92
01-503-396 EOC EQUIPMENT & SUPPLIES	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
01-503-420 OFFICE SUPPLIES	1,600	1,600	0.00	574.00	829.31	0.00	35.88	1,026.00
01-503-430 SUPPLIES & EQUIPMENT	5,500	5,500	502.18	2,685.10	1,032.08	0.00	48.82	2,814.90
01-503-450 MEDICAL SUPPLIES	1,500	1,500	0.00	0.00	1,034.79	0.00	0.00	1,500.00
01-503-460 MEDICAL TRAINING	2,700	2,700	0.00	280.00	655.00	0.00	10.37	2,420.00
01-503-480 UNIFORM ALLOWANCE	1,800	1,800	0.00	0.00	1,291.28	0.00	0.00	1,800.00
01-503-503 VEHICLE PARTS - FIRE	4,500	4,500	0.00	332.77	75.98	0.00	7.39	4,167.23
01-503-540 VEHICLE FUEL	22,218	22,218	382.64	8,230.91	4,864.85	0.00	37.05	13,987.09
01-503-603 VEHICLE OUTSIDE MAINT. FIRE	6,000	6,000	0.00	320.99	1,001.03	0.00	5.35	5,679.01
01-503-620 DORM - UTILITIES & CABLE	14,000	14,000	1,041.09	2,617.96	3,582.02	0.00	18.70	11,382.04
01-503-630 DORM - REPAIRS & MAINT	7,000	7,000	1,624.01	2,061.50	2,503.21	0.00	29.45	4,938.50
01-503-700 CONTINGENCIES	1,000	1,000	237.00	237.00	511.41	0.00	23.70	763.00
01-503-703 LEASE PURCHASE - FIRE DEPT	0	0	0.00	0.00	6,940.60	0.00	0.00	0.00
01-503-730 ANNUAL PUMP TESTS	3,900	3,900	0.00	0.00	0.00	0.00	0.00	3,900.00
01-503-740 MAINTENANCE CONTRACTS	10,500	10,500	0.00	0.00	836.24	0.00	0.00	10,500.00
TOTAL OTHER EXPENSES	104,218	104,218	5,316.92	24,239.55	29,761.71	0.00	23.26	79,978.45
CAPITAL EXPENSES								
01-503-800 CAPITAL EXPENDITURES	27,000	27,000	0.00	0.00	19,349.00	0.00	0.00	27,000.00
TOTAL CAPITAL EXPENSES	27,000	27,000	0.00	0.00	19,349.00	0.00	0.00	27,000.00
TOTAL 03-FIRE DEPARTMENT	253,067	253,067	12,063.44	58,341.78	90,965.65	0.00	23.05	194,725.22
04-SPECIAL SERVICES								
=====								
SALARIES & BENEFITS								
01-504-009 SALARIES	0	43,500	3,346.16	11,711.56	0.00	0.00	26.92	31,788.44
01-504-011 SALARIES - PLANNING & ZONING	43,500	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-014 STIPEND	1,292	1,292	0.00	1,271.86	0.00	0.00	98.44	20.14
01-504-030 SOCIAL SECURITY	3,328	3,328	254.28	1,113.64	0.00	0.00	33.46	2,214.36
01-504-040 HEALTH INSURANCE	5,125	5,125	709.34	3,597.15	1,491.44	0.00	70.19	1,527.85
01-504-050 RETIREMENT	3,597	3,597	237.91	888.43	0.00	0.00	24.70	2,708.57

CITY OF WINCREST
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01-504-486 FIREMAN'S PICNIC & WINDFEST	5,000	5,000	0.00	0.00	5,000.00	0.00	0.00	5,000.00
01-504-490 WINDCREST YOUTH ACTIVITIES	4,500	4,500	0.00	358.57	0.00	0.00	7.97	4,141.43
01-504-590 POSTAGE	28,000	28,000	1,836.84	6,204.21	5,485.68	0.00	22.16	21,795.79
01-504-609 TRANSFER TO FRIENDS OF ANIMA	2,000	2,000	314.00	986.82	0.00	0.00	49.34	1,013.18
01-504-630 LEGAL ADVERTISING	3,800	3,800	1,013.00	6,312.13	93.76	0.00	166.11 (	2,512.13)
01-504-635 ADVERTISING	0	0 (	1,013.00)	0.00	0.00	0.00	0.00	0.00
01-504-645 MAYOR - COUNCIL EXPENSES	14,400	14,400	1,200.00	4,031.80	4,800.00	0.00	28.00	10,368.20
01-504-650 MILEAGE & ENTERTAINMENT EXPE	1,000	964	48.00	204.73	0.00	0.00	21.24	759.27
TOTAL OTHER EXPENSES	103,135	103,099	8,330.29	56,156.19	40,827.45	0.00	54.47	46,942.81
CAPITAL EXPENSES								
TOTAL 04--SPECIAL SERVICES	160,249	160,249	12,877.98	74,911.28	42,318.89	0.00	46.75	85,337.72
SALARIES & BENEFITS								
OTHER EXPENSES								
01-505-430 SUPPLIES	0	0	0.00	0.00	9.48	0.00	0.00	0.00
TOTAL OTHER EXPENSES	0	0	0.00	0.00	9.48	0.00	0.00	0.00
CAPITAL EXPENSES								
TOTAL	0	0	0.00	0.00	9.48	0.00	0.00	0.00
06--PARKS & RECREATION								
=====								
SALARIES & BENEFITS								
OTHER EXPENSES								
01-506-100 UTILITIES	0	0	0.00	0.00	5,573.16	0.00	0.00	0.00
01-506-130 TRAINING	2,000	2,000	0.00	0.00	0.00	0.00	0.00	2,000.00
01-506-240 CONTRACT MAINTENANCE OUTS	3,500	3,500	190.00	887.08	190.00	0.00	25.35	2,612.92
01-506-250 CONTRACT MAINT.-GREEN BEL	85,000	85,000	5,900.00	12,877.08	4,400.00	0.00	15.15	72,122.92

REVENUE & EXPENSE REPORT (UNAUDITED)

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CAPITAL EXPENSES								
01-506-800 CAPITAL EXPENDITURE	0	0	0.00	0.00	799.98	0.00	0.00	0.00
01-506-810 CAPITAL IMPROVEMENTS	150,000	150,000	10,071.05	29,266.98	0.00	0.00	19.51	120,733.02
TOTAL CAPITAL EXPENSES	150,000	150,000	10,071.05	29,266.98	799.98	0.00	19.51	120,733.02
TOTAL 06-PARKS & RECREATION	301,575	301,575	16,708.76	50,422.08	29,300.69	0.00	16.72	251,152.92
07-FLEET MECHANIC								
=====								
SALARIES & BENEFITS								
01-507-010 MECHANIC SALARIES	38,000	38,000	2,932.54	10,324.91	7,394.29	0.00	27.17	27,675.09
01-507-012 STIPEND	1,292	1,292	0.00	1,271.86	594.25	0.00	98.44	20.14
01-507-020 OVERTIME	600	1,100	281.17	964.63	598.90	0.00	87.69	135.37
01-507-030 SOCIAL SECURITY	2,712	2,712	225.92	1,010.25	605.40	0.00	37.25	1,701.75
01-507-040 HEALTH INSURANCE	4,298	4,298	334.86	1,756.47	1,248.71	0.00	40.87	2,541.53
01-507-050 RETIREMENT	3,193	3,193	228.50	861.40	1,398.80	0.00	26.98	2,331.60
01-507-060 WORKERS' COMPENSATION	3,666	3,666	0.00	135.00	1,376.00	0.00	3.68	3,531.00
01-507-070 UNEMPLOYMENT COMPENSATION	135	135	0.00	0.00	0.00	0.00	0.00	135.00
TOTAL SALARIES & BENEFITS	53,896	54,396	4,002.99	16,324.52	13,216.35	0.00	30.01	38,071.48
OTHER EXPENSES								
01-507-120 DUES & SUBSCRIPTIONS	100	100	0.00	0.00	0.00	0.00	0.00	100.00
01-507-130 TRAINING	500	500	0.00	0.00	0.00	0.00	0.00	500.00
01-507-420 OFFICE SUPPLIES	250	250	12.38	12.38	0.00	0.00	4.95	237.62
01-507-430 FLEET TOOLS & SUPPLIES	6,500	6,000	24.96	1,228.15	898.09	0.00	20.47	4,771.85
01-507-431 EMPLOYEE APPRECIATION LUNCHE	75	75	0.00	0.00	75.00	0.00	0.00	75.00
01-507-450 ENVIRONMENTAL FEES	700	700	0.00	0.00	596.26	0.00	0.00	700.00
01-507-501 VEHICLE PARTS-ADMIN	500	500	0.00	73.85	0.00	0.00	14.77	426.15
01-507-502 VEHICLE PARTS-POLICE	10,000	10,000	539.91	4,325.21	5,480.13	0.00	43.25	5,674.79
01-507-503 VEHICLE PARTS-FIRE	3,500	3,500	0.00	436.05	697.53	0.00	12.46	3,063.95
01-507-506 VEHICLE PARTS-PARKS & REC	1,750	1,750	0.00	76.45	303.47	0.00	4.37	1,673.55
01-507-508 VEHICLE PARTS-WARRANT OFFICE	500	500	0.00	0.00	0.00	0.00	0.00	500.00
01-507-516 VEHICLE PARTS-PUBLIC WORKS	5,300	5,300	1,832.01	897.52	1,014.41	0.00	16.93	4,402.48
01-507-520 EQUIPMENT REPAIR	12,000	12,000	3,547.37	7,233.43	2,058.88	0.00	60.28	4,766.57
01-507-540 VEHICLE FUEL	32,000	32,000	308.43	9,202.32	12,929.28	0.00	28.76	22,797.68
01-507-602 VEHICLE OUTSIDE MAINT-POLICE	13,500	13,500	1,585.13	7,841.40	2,188.15	0.00	58.08	5,658.60

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01-510-650 FIRE ALARM & EXT. INSPECTION	2,000	2,000	0.00	219.00	2,106.50	0.00	10.95	1,781.00
01-510-700 CONTINGENCIES	1,800	1,800	0.00	0.00	867.10	0.00	0.00	1,800.00
TOTAL OTHER EXPENSES	114,000	114,000	5,595.36	28,317.84	24,405.15	0.00	24.84	85,682.16
CAPITAL EXPENSES								
TOTAL 10-FACILITY DIVISION	114,000	114,000	5,595.36	28,317.84	24,405.15	0.00	24.84	85,682.16
11-CIVIC CENTER								
=====								
SALARIES & BENEFITS								
01-511-010 CIVIC CENTER SALARIES	56,514	56,514	4,148.80	15,129.41	21,020.09	0.00	26.77	41,384.59
01-511-012 STIPEND	2,584	2,584	0.00	2,543.72	1,745.27	0.00	98.44	40.28
01-511-020 OVERTIME - CIVIC CENTER	4,800	6,300	1,248.32	6,850.25	3,648.17	0.00	108.73	(550.25)
01-511-030 SOCIAL SECURITY	5,167	5,167	376.54	1,965.89	1,979.83	0.00	38.05	3,201.11
01-511-040 HEALTH INSURANCE	8,658	8,658	669.72	3,866.12	3,826.21	0.00	44.65	4,791.88
01-511-050 RETIREMENT	5,071	5,071	381.41	1,651.95	4,267.79	0.00	32.58	3,419.05
01-511-060 WORKERS' COMPENSATION	3,589	2,089	0.00	270.00	2,249.21	0.00	12.92	1,819.00
01-511-070 UNEMPLOYMENT COMPENSATION	270	270	0.00	0.00	0.00	0.00	0.00	270.00
TOTAL SALARIES & BENEFITS	86,653	86,653	6,824.79	32,277.34	38,736.57	0.00	37.25	54,375.66
OTHER EXPENSES								
01-511-100 UTILITIES	17,000	17,000	1,023.10	5,843.30	2,224.32	0.00	34.37	11,156.70
01-511-430 SUPPLIES	5,500	5,500	0.00	834.24	651.67	0.00	15.17	4,665.76
01-511-431 EMPLOYEE APPRECIATION LUNCHE	150	150	0.00	150.00	75.00	0.00	100.00	0.00
01-511-630 FACILITY MAINTENANCE	25,000	25,000	1,400.00	5,107.81	3,455.61	0.00	20.43	19,892.19
01-511-700 CONTINGENCIES	750	750	0.00	0.00	0.00	0.00	0.00	750.00
TOTAL OTHER EXPENSES	48,400	48,400	2,423.10	11,935.35	6,406.60	0.00	24.66	36,464.65
CAPITAL EXPENSES								
01-511-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	12,556.97	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	12,556.97	0.00	0.00	0.00
TOTAL 11-CIVIC CENTER	135,053	135,053	9,247.89	44,212.69	57,700.14	0.00	32.74	90,840.31
14-CONTRACT SERVICES								

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01-514-360 MOBILITY IMPAIRED TRANSPORT	12,000	12,000	0.00	0.00	12,000.00	0.00	0.00	12,000.00
01-514-403 RECORDS MANAGEMENT	0	0	3,585.00	3,585.00	0.00	0.00	0.00 (	3,585.00)
01-514-405 RECORDS STORAGE RENTAL	4,200	4,200	0.00	1,500.00	1,470.00	0.00	35.71	2,700.00
01-514-410 RECORDS DESTRUCTION	1,200	1,200	100.00	995.00	0.00	0.00	82.92	205.00
TOTAL OTHER EXPENSES	349,400	349,400	22,130.34	192,156.75	126,734.35	0.00	55.00	157,243.25
CAPITAL EXPENSES								
TOTAL 14-CONTRACT SERVICES	349,400	349,400	22,130.34	192,156.75	126,734.35	0.00	55.00	157,243.25
15-TECH SUPPORT								
=====								
SALARIES & BENEFITS								
OTHER EXPENSES								
01-515-200 COMPUTER CONTRACTS	67,130	67,130	13,577.75	32,431.21	24,988.14	0.00	48.31	34,698.79
01-515-201 COMPUTER MAINTENANCE	0	0 (	190.98)	0.00	231.07	0.00	0.00	0.00
01-515-205 TELECOMMUNICATIONS CONTRACT	24,750	24,750	0.00	15,994.11	4,156.77	0.00	64.62	8,755.89
01-515-210 TELEPHONE MAINT. CONTRACT	16,000	16,000	0.00	0.00	7,287.77	0.00	0.00	16,000.00
01-515-215 MOBILE PHONES CONTRACT	6,535	6,535 (	23.08)	3,883.70	2,439.58	0.00	59.43	2,651.30
01-515-221 MOBILE DATA TERMINAL SERVICE	5,409	5,409	711.84	3,836.05	1,957.36	0.00	70.92	1,572.95
01-515-223 PAGER CONTRACT	0	0	0.00	0.00	105.16	0.00	0.00	0.00
01-515-229 RADIO MAINTENANCE	0	0	0.00	0.00	175.00	0.00	0.00	0.00
01-515-286 CONTRACTSERVICES - IT	59,000	59,000	6,714.25	33,033.57	9,746.50	0.00	55.99	25,966.43
01-515-330 WEBSITE SUPPORT CONTRACT	6,000	6,000	0.00	3,819.60	4,608.00	0.00	63.66	2,180.40
01-515-333 CLOUD HOSTING FEES	12,000	12,000	0.00	0.00	330.00	0.00	0.00	12,000.00
01-515-460 COPIER CONTRACT & SUPPLIES	15,500	15,500	0.00	3,501.18	2,990.41	0.00	22.59	11,998.82
01-515-700 CONTINGENCIES	750	750	0.00	0.00	0.00	0.00	0.00	750.00
TOTAL OTHER EXPENSES	213,074	213,074	20,789.78	96,499.42	59,015.76	0.00	45.29	116,574.58
CAPITAL EXPENSES								
01-515-800 CAPITAL EXPENSE	0	0	0.00	19,683.90	38,099.00	0.00	0.00 (	19,683.90)
TOTAL CAPITAL EXPENSES	0	0	0.00	19,683.90	38,099.00	0.00	0.00 (	19,683.90)
TOTAL 15-TECH SUPPORT	213,074	213,074	20,789.78	116,183.32	97,114.76	0.00	54.53	96,890.68

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01-516-050 RETIREMENT	25,398	25,398	1,763.20	6,562.12	14,140.90	0.00	25.84	18,835.88
01-516-060 WORKERS' COMPENSATION	15,608	11,619	0.00	11,618.37	15,608.46	0.00	99.99	0.63
01-516-070 UNEMPLOYMENT COMPENSATION	1,283	1,283	0.00	0.00	0.00	0.00	0.00	1,283.00
01-516-080 CONTRACT LABOR	4,500	7,022 (	2,822.13)	4,390.87	0.00	0.00	62.53	2,631.13
01-516-095 TERMINATION PAY-OUT	0	0	0.00	0.00	7,396.82	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	436,320	436,320	29,556.05	150,049.39	123,583.06	0.00	34.39	286,270.61
OTHER EXPENSES								
01-516-100 UTILITIES	41,800	41,800	4,016.35	6,132.39	18,220.60	0.00	14.67	35,667.61
01-516-130 TRAINING	1,000	1,000	0.00	659.00	0.00	0.00	65.90	341.00
01-516-140 EMPLOYMENT SCREENING	0	0	0.00	0.00	394.00	0.00	0.00	0.00
01-516-240 CONTRACT OUT MAINTENANCE	10,000	10,000	0.00	488.38	261.00	0.00	4.88	9,511.62
01-516-430 SUPPLIES	12,000	12,000	14.03	1,693.06	869.29	0.00	14.11	10,306.94
01-516-431 EMPLOYEE APPRECIATION LUNCHE	575	575	0.00	575.00	75.00	0.00	100.00	0.00
01-516-480 UNIFORM ALLOWANCE	11,000	11,000	0.00	3,255.90	2,845.05	0.00	29.60	7,744.10
01-516-525 EQUIPMENT RENTAL	3,500	3,500	0.00	355.50	638.00	0.00	10.16	3,144.50
01-516-530 STREET SIGNS & MARKERS	5,000	5,000	798.35	3,336.29	6,274.13	0.00	66.73	1,663.71
01-516-630 FACILITIES MAINTENANCE	5,000	5,000	173.46	196.07	5,813.30	0.00	3.92	4,803.93
01-516-700 CONTINGENCIES	0	0	0.00	100.00	27.50	0.00	0.00 (	100.00)
01-516-710 STREET CRACK FILLING MATERIA	0	0	0.00	0.00	30.00	0.00	0.00	0.00
01-516-720 ALLEY/CURB/SIDEWALK REPAIR	0	0	0.00	0.00	1,555.25	0.00	0.00	0.00
TOTAL OTHER EXPENSES	89,875	89,875	5,002.19	16,791.59	37,003.12	0.00	18.68	73,083.41
CAPITAL EXPENSES								
01-516-810 STREET CAPITAL REPAIRS	2,500	2,500	0.00	0.00	0.00	0.00	0.00	2,500.00
TOTAL CAPITAL EXPENSES	2,500	2,500	0.00	0.00	0.00	0.00	0.00	2,500.00
TOTAL 16-PUBLIC WORKS	528,695	528,695	34,558.24	166,840.98	160,586.18	0.00	31.56	361,854.02
17-ANIMAL CONTROL								
=====								
SALARIES & BENEFITS								
01-517-010 SALARIES-ANIMAL CONTROL	41,652	41,652	3,051.32	11,237.94	11,538.47	0.00	26.98	30,414.06
01-517-012 STIPEND	1,938	1,938	0.00	1,271.86	877.93	0.00	65.63	666.14
01-517-013 Salaries - Animal on call	2,600	2,600	200.00	700.00	700.00	0.00	26.92	1,900.00
01-517-020 OVERTIME-ANIMAL CONTROL	3,600	3,600	73.93	513.26	342.61	0.00	14.26	3,086.74
01-517-030 SOCIAL SECURITY	3,610	3,610	252.75	1,188.47	1,080.68	0.00	32.92	2,421.53

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2013

01 -GENERAL FUND

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
01-517-430 SUPPLIES	750	750	0.00	441.74	0.00	0.00	58.90	308.26
TOTAL OTHER EXPENSES	18,250	18,250	0.00	5,998.44	3,877.90	0.00	32.87	12,251.56
CAPITAL EXPENSES								
01-517-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	6,816.66	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	6,816.66	0.00	0.00	0.00
TOTAL 17-ANIMAL CONTROL	83,615	83,615	4,153.57	25,243.75	30,169.02	0.00	30.19	58,371.25
18-WCCPD								
=====								
SALARIES & BENEFITS								
19-CODE ENFORCEMENT								
=====								
SALARIES & BENEFITS								
01-519-010 INSPECTION SALARIES	38,001	38,001	0.00	0.00	8,392.00	0.00	0.00	38,001.00
01-519-012 STIPEND	1,292	1,292	0.00	0.00	594.26	0.00	0.00	1,292.00
01-519-015 INSP.INCENTIVE PAY-BILINGUAL	600	600	0.00	0.00	0.00	0.00	0.00	600.00
01-519-020 OVERTIME	1,800	1,800	0.00	0.00	77.65	0.00	0.00	1,800.00
01-519-030 SOCIAL SECURITY	3,190	3,190	0.00	0.00	790.10	0.00	0.00	3,190.00
01-519-040 HEALTH INSURANCE	4,403	4,403	5.56	164.09	957.47	0.00	3.73	4,238.91
01-519-050 RETIREMENT	3,341	3,341	0.00	0.00	1,592.85	0.00	0.00	3,341.00
01-519-060 WORKER'S COMPENSATION	344	344	0.00	344.00	344.33	0.00	100.00	0.00
01-519-070 UNEMPLOYMENT COMPENSATION	270	270	0.00	0.00	0.00	0.00	0.00	270.00
TOTAL SALARIES & BENEFITS	53,241	53,241	5.56	508.09	12,748.66	0.00	0.95	52,732.91
OTHER EXPENSES								
01-519-120 DUES & SUBSCRIPTIONS	500	500	0.00	0.00	0.00	0.00	0.00	500.00
01-519-125 CONTRACT INSPECTION SVCS	0	0	0.00	0.00	11,150.00	0.00	0.00	0.00
01-519-130 BONDS & TRAINING	1,500	1,500	0.00	1,135.15	50.00	0.00	75.68	364.85
01-519-150 CONTRACT SERVICES - INSPECTI	0	0 (	7,775.00)	0.00	1,250.00	0.00	0.00	0.00
01-519-420 OFFICE SUPPLIES	750	750	0.00	0.00	105.63	0.00	0.00	750.00
01-519-430 SUPPLIES & EQUIPMENT	500	500	0.00	0.00	179.00	0.00	0.00	500.00
01-519-480 UNIFORMS	500	500	0.00	0.00	99.99	0.00	0.00	500.00

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2013

01 -GENERAL FUND

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
20-FINANCE								
=====								
SALARIES & BENEFITS								
01-520-010 FINANCE SALARIES	95,544	94,524	6,631.31	21,988.44	21,771.79	0.00	23.26	72,535.56
01-520-012 STIPEND	3,876	3,876	0.00	3,764.28	1,131.08	0.00	97.12	111.72
01-520-015 FINANCE BILINGUAL PAY	600	24	0.00	23.08	161.56	0.00	96.17	0.92
01-520-018 FINANCE EDUCATION PAY	0	0	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00
01-520-020 FINANCE OVERTIME	0	576	49.88	328.00	203.90	0.00	56.94	248.00
01-520-030 FINANCE SOCIAL SECURITY	6,391	6,391	504.55	2,164.84	1,992.18	0.00	33.87	4,226.16
01-520-040 FINANCE HEALTH INSURANCE	13,413	13,413	1,049.76	4,990.71	1,445.44	0.00	37.21	8,422.29
01-520-050 FINANCE RETIREMENT	6,062	6,062	416.51	1,465.02	2,524.09	0.00	24.17	4,596.98
01-520-060 WORKER'S COMPENSATION	381	381	0.00	359.00	359.11	0.00	94.23	22.00
01-520-070 UNEMPLOYMENT COMPENSATION	270	270	0.00	0.00	0.00	0.00	0.00	270.00
TOTAL SALARIES & BENEFITS	126,537	125,517	12,652.01	39,083.37	29,589.15	0.00	31.14	86,433.63
OTHER EXPENSES								
01-520-120 DUES & SUBSCRIPTIONS	600	600	0.00	0.00	27.50	0.00	0.00	600.00
01-520-130 BONDS & TRAINING	4,800	4,800	59.00	2,159.54	71.00	0.00	44.99	2,640.46
01-520-260 DUES & FEES- BCAD	11,356	11,356	0.00	2,839.00	2,703.00	0.00	25.00	8,517.00
01-520-280 FEES-DELINQUENT COLLECTOR	139	139	0.00	0.00	0.00	0.00	0.00	139.00
01-520-285 CONTRACT SERVICES - MFO	67,200	67,200	5,990.00	18,815.00	23,180.00	0.00	28.00	48,385.00
01-520-289 CONTRACT SUPPORT	0	1,020	0.00	1,015.75	0.00	0.00	99.58	4.25
01-520-400 BANK/CREDIT CARD TERMINAL CH	4,242	4,242	0.00	487.73	827.46	0.00	11.50	3,754.27
01-520-420 OFFICE SUPPLIES	3,975	3,975	508.00	1,402.04	1,994.96	0.00	35.27	2,572.96
01-520-431 EMPLOYEE APPRECIATION LUNCHE	1,000	1,000	0.00	1,000.00	900.00	0.00	100.00	0.00
01-520-600 OFFICE EQUIP. & MAINT	500	500	0.00	0.00	0.00	0.00	0.00	500.00
01-520-700 CONTINGENCIES	150	150	0.00	90.95	0.00	0.00	60.63	59.05
TOTAL OTHER EXPENSES	93,962	94,982	6,557.00	27,810.01	29,703.92	0.00	29.28	67,171.99
CAPITAL EXPENSES								
TOTAL 20-FINANCE	220,499	220,499	19,209.01	66,893.38	59,293.07	0.00	30.34	153,605.62
21-ECONOMIC DEVELOPMENT (E								
=====								

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2013

01 -GENERAL FUND

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
SALARIES & BENEFITS								
01-525-010 CITY MANAGEMENT SALARIES	95,000	95,000	7,307.70	25,576.95	25,576.95	0.00	26.92	69,423.05
01-525-012 STIPEND	1,292	1,292	0.00	1,271.86	529.93	0.00	98.44	20.14
01-525-030 SOCIAL SECURITY	7,417	7,417	528.26	2,211.33	2,165.79	0.00	29.81	5,205.67
01-525-040 HEALTH INSURANCE	4,445	4,445	334.86	1,816.15	1,497.98	0.00	40.86	2,628.85
01-525-050 RETIREMENT	7,976	7,976	527.90	1,971.26	4,868.38	0.00	24.71	6,004.74
01-525-060 WORKER'S COMPENSATION	418	418	0.00	418.00	418.00	0.00	100.00	0.00
01-525-070 UNEMPLOYMENT COMPENSATION	135	135	0.00	0.00	0.00	0.00	0.00	135.00
01-525-080 CONTRACT LABOR - HR	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
TOTAL SALARIES & BENEFITS	117,683	117,683	8,698.72	33,265.55	35,057.03	0.00	28.27	84,417.45
OTHER EXPENSES								
01-525-120 DUES & SUBSCRIPTIONS	0	0	0.00	0.00	480.00	0.00	0.00	0.00
01-525-130 BONDS & TRAINING	0	600	0.00	600.00	0.00	0.00	100.00	0.00
01-525-140 EMPLOY. SCREENING & RECRUITM	0	0	0.00	630.00	0.00	0.00	0.00 (	630.00)
01-525-150 MOVING EXPENSE - CITY MGR	0	0	0.00	0.00	10,000.00	0.00	0.00	0.00
01-525-420 OFFICE SUPPLIES	1,200	1,200	0.00	808.99	1,115.97	0.00	67.42	391.01
01-525-640 EMPLOYEE RECOGNITION	4,500	3,900	0.00	1,548.09	900.00	0.00	39.69	2,351.91
01-525-645 MEALS & ENTERTAINMENT	500	500	0.00	418.05	250.00	0.00	83.61	81.95
01-525-655 Cell Phone Allowance	1,440	1,440	110.78	387.73	387.73	0.00	26.93	1,052.27
TOTAL OTHER EXPENSES	7,640	7,640	110.78	4,392.86	13,133.70	0.00	57.50	3,247.14
OTHER INCOME/EXPENSES								
TOTAL 25-CITY MANAGEMENT	125,323	125,323	8,809.50	37,658.41	48,190.73	0.00	30.05	87,664.59
26-POOL								
=====								
SALARIES & BENEFITS								
01-526-010 SALARIES	51,200	51,200	0.00	0.00	0.00	0.00	0.00	51,200.00
01-526-020 OVERTIME	2,800	2,800	0.00	0.00	0.00	0.00	0.00	2,800.00
01-526-030 SOCIAL SECURITY	4,131	4,131	0.00	0.00	0.00	0.00	0.00	4,131.00
01-526-060 WORKER'S COMPENSATION	2,135	2,135	0.00	0.00	2,135.04	0.00	0.00	2,135.00
01-526-070 UNEMPLOYMENT COMPENSATION	2,430	2,430	0.00	0.00	0.00	0.00	0.00	2,430.00
TOTAL SALARIES & BENEFITS	62,696	62,696	0.00	0.00	2,135.04	0.00	0.00	62,696.00

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2013

01 -GENERAL FUND

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
CAPITAL EXPENSES								
TOTAL 26--POOL	97,696	97,696	2,198.69	7,864.08	3,029.21	0.00	8.05	89,831.92
27--POST OFFICE								
=====								
SALARIES & BENEFITS								
01-527-010 POST OFFICE SALARIES	17,160	19,160	2,509.64	7,510.92	2,688.18	0.00	39.20	11,649.08
01-527-012 STIPEND	1,292	1,792	0.00	1,589.84	536.84	0.00	88.72	202.16
01-527-020 OVERTIME - POST OFFICE	600	600	187.96	532.40	0.00	0.00	88.73	67.60
01-527-030 SOCIAL SECURITY	1,313	1,313	206.36	762.90	258.59	0.00	58.10	550.10
01-527-040 HEALTH INSURANCE	4,584	4,584	619.86	1,658.74	754.63	0.00	36.19	2,925.26
01-527-050 RETIREMENT	1,469	1,469	107.78	367.03	0.00	0.00	24.99	1,101.97
01-527-060 WORKER'S COMPENSATION	45	45	0.00	0.00	45.30	0.00	0.00	45.00
01-527-070 UNEMPLOYMENT COMPENSATION	135	135	0.00	0.00	0.00	0.00	0.00	135.00
TOTAL SALARIES & BENEFITS	26,598	29,098	3,631.60	12,421.83	4,283.54	0.00	42.69	16,676.17
OTHER EXPENSES								
01-527-130 BONDS & TRAINING	300	300	0.00	0.00	0.00	0.00	0.00	300.00
01-527-420 OFFICE SUPPLIES - POST OFFIC	2,500	2,500	21.64	664.34	970.52	0.00	26.57	1,835.66
01-527-421 CONTRACT / SEASONAL HELP	2,500	0	0.00	0.00	320.64	0.00	0.00	0.00
01-527-610 OFFICE EQUIPMENT LEASE	3,200	3,200	263.00	1,315.00	1,052.00	0.00	41.09	1,885.00
01-527-700 CONTINGENCIES	300	300	0.00	0.00	0.00	0.00	0.00	300.00
01-527-710 INVENTORY ADJUSTMENTS	400	400	0.00	0.00	0.00	0.00	0.00	400.00
TOTAL OTHER EXPENSES	9,200	6,700	284.64	1,979.34	2,343.16	0.00	29.54	4,720.66
CAPITAL EXPENSES								
TOTAL 27--POST OFFICE	35,798	35,798	3,916.24	14,401.17	6,626.70	0.00	40.23	21,396.83
28--HUMAN RESOURCES								
=====								
OTHER EXPENSES								
01-528-140 EMPLOYMENT SCREENING/RECRUIT	13,500	13,500	310.78	4,443.66	3,526.46	0.00	32.92	9,056.34

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2013

% OF YEAR COMPLETED: 33.33

01 -GENERAL FUND

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
29-MERIT INCREASES =====								
SALARIES & BENEFITS								
00-GENERAL EXPENDITURES =====								
SALARIES & BENEFITS								
TOTAL EXPENDITURES	5,055,533	5,055,533	339,433.53	1,597,090.29	1,387,260.66	0.00	31.59	3,458,442.71
REVENUE OVER/(UNDER) EXPENDITURES	4,912	4,912	636,214.88	719,225.68	1,166,019.40	0.00	4,642.22 (	714,313.68)

BALANCE SHEET

AS OF: JANUARY 31ST, 2013

02 -GARBAGE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
02-1100	CASH	54,477.54
02-1102	CLAIM ON CASH	7,238.47
02-1105	SAVINGS	242,475.70
02-1115	INVESTMENT - TEXPOOL	40,432.15
02-1601	A/R-COMMERCIAL GARBAGE	49,441.20
02-1605	A/R-RESIDENTIAL GARBAGE	65,675.93
02-1606	ALLOW FOR DOUBTFUL ACCTS	(11,222.56)
02-1608	A/R - UNAPPLIED CREDITS	(6,773.58)
		441,744.85
TOTAL ASSETS		
		441,744.85
=====		
LIABILITIES		
=====		
02-2410	A/P-SALES TAX	65,045.74
02-2420	DEFERRED REVENUE-RESIDENT	(20,312.46)
	TOTAL LIABILITIES	44,733.28
EQUITY		
=====		
02-3201	FUND BALANCE	254,540.53
	TOTAL BEGINNING EQUITY	254,540.53
	TOTAL REVENUE	357,320.10
	TOTAL EXPENSES	214,849.06
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	142,471.04
	TOTAL EQUITY & FUND BALANCE	397,011.57
	TOTAL LIABILITIES, EQUITY & FUND BALANCE	441,744.85
=====		

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2013

02 -GARBAGE FUND

% OF YEAR COMPLETED: 33.33

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YTD BALANCE	PRIOR YEAR ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY								
ALL REVENUES	872,673	872,673	28,378.80	357,320.10	527,047.18	0.00	40.95	515,352.88
TOTAL REVENUES	872,673	872,673	28,378.80	357,320.10	527,047.18	0.00	40.95	515,352.88
EXPENDITURE SUMMARY								
00-GENERAL EXPENDITURES								
SALARIES & BENEFITS	881,307	881,307	31,666.68	207,774.90	239,221.09	0.00	23.58	673,532.53
OTHER EXPENSES	85,000	85,000	0.00	7,074.16	0.00	0.00	8.32	77,925.84
OTHER INCOME/EXPENSES	0	0	0.00	0.00	23,750.00	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	966,307	966,307	31,666.68	214,849.06	262,971.09	0.00	22.23	751,458.37
TOTAL EXPENDITURES	966,307	966,307	31,666.68	214,849.06	262,971.09	0.00	22.23	751,458.37
REVENUE OVER/(UNDER) EXPENDITURES	(93,634) (	93,634) (	3,287.88)	142,471.04	264,076.09	0.00	152.16-(	236,105.49)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2013

% OF YEAR COMPLETED: 33.33

02 -GARBAGE FUND

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
02-4101 INCOME-COMMERCIAL	373,476	373,476	26,285.16	101,612.51	113,674.51	0.00	27.21	271,863.49
02-4105 INCOME-RESIDENTIAL	487,710	487,710 (	114.14)	253,015.26	407,486.26	0.00	51.88	234,694.74
02-4107 INCOME-RECYCLING	347	347	197.19	197.19	83.38	0.00	56.83	149.81
02-4110 INCOME-LATE CHARGE	11,124	11,124	2,008.42	2,489.25	5,778.96	0.00	22.38	8,634.73
02-4115 INCOME-INTEREST	16	16	2.17	5.89	3.51	0.00	36.81	10.11
02-4130 INCOME - MISCELLANEOUS	0	0	0.00	0.00	20.56	0.00	0.00	0.00
TOTAL REVENUES	872,673	872,673	28,378.80	357,320.10	527,047.18	0.00	40.95	515,352.88

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2013

% OF YEAR COMPLETED: 33.33

02 -GARBAGE FUND

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
00-GENERAL EXPENDITURES								
=====								
SALARIES & BENEFITS								
02-500-010 EXPENSES-COMMERCIAL	365,651	365,651	0.00	68,879.22	100,096.95	0.00	18.84	296,772.21
02-500-020 EXPENSES-RESIDENTIAL	420,656	420,656	0.00	107,229.00	139,124.14	0.00	25.49	313,427.00
02-500-030 EXPENSES-ADMINISTRATIVE	95,000	95,000	31,666.68	31,666.68	0.00	0.00	33.33	63,333.32
TOTAL SALARIES & BENEFITS	881,307	881,307	31,666.68	207,774.90	239,221.09	0.00	23.58	673,532.53
OTHER EXPENSES								
02-500-591 EXPENSE - ALLY REPAIR	75,000	75,000	0.00	7,074.16	0.00	0.00	9.43	67,925.84
02-500-592 EXPENSES - ADDITIONAL CITY S	10,000	10,000	0.00	0.00	0.00	0.00	0.00	10,000.00
TOTAL OTHER EXPENSES	85,000	85,000	0.00	7,074.16	0.00	0.00	8.32	77,925.84
OTHER INCOME/EXPENSES								
02-500-900 EXPENSES-TRANSFER GENERAL FU	0	0	0.00	0.00	23,750.00	0.00	0.00	0.00
TOTAL OTHER INCOME/EXPENSES	0	0	0.00	0.00	23,750.00	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	966,307	966,307	31,666.68	214,849.06	262,971.09	0.00	22.23	751,458.37
TOTAL EXPENDITURES	966,307	966,307	31,666.68	214,849.06	262,971.09	0.00	22.23	751,458.37
REVENUE OVER/(UNDER) EXPENDITURES	(93,634) (	93,634) (	3,287.88)	142,471.04	264,076.09	0.00	152.16-(	236,105.49)

BALANCE SHEET

AS OF: JANUARY 31ST, 2013

13 -ECONOMIC DEVELOPMENT CORP

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
13-1102	CLAIM ON CASH	1,678.74
13-1105	CASH - CHECKING	416,769.63
13-1106	Savings - TLF Proceeds	1,401,148.28
13-1510	A/R SALES TAX	21,927.28
		1,841,523.93
TOTAL ASSETS		
		1,841,523.93
=====		
LIABILITIES		
=====		
13-2315	DUE TO GENERAL FUND	40,000.00
13-2410	A/P - SALES TAX	32,704.07
	TOTAL LIABILITIES	72,704.07
EQUITY		
=====		
13-3201	FUND BALANCE	2,126,961.23
	TOTAL BEGINNING EQUITY	2,126,961.23
TOTAL REVENUE		
		95,174.49
TOTAL EXPENSES		
		453,315.86
TOTAL INCREASE/(DECREASE) IN FUND BAL. (		
		358,141.37)
	TOTAL EQUITY & FUND BALANCE	1,768,819.86
TOTAL LIABILITIES, EQUITY & FUND BALANCE		
		1,841,523.93
=====		

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2013

13 -ECONOMIC DEVELOPMENT CORP

% OF YEAR COMPLETED: 33.33

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY								
ALL REVENUES	382,821	382,821	50,482.32	95,174.49	85,896.77	0.00	24.86	287,646.51
TOTAL REVENUES	382,821	382,821	50,482.32	95,174.49	85,896.77	0.00	24.86	287,646.51
EXPENDITURE SUMMARY								
00-GENERAL EXPENDITURES								
SALARIES & BENEFITS	146,899	150,837	12,586.69	43,983.94	0.00	0.00	29.16	106,852.76
OTHER EXPENSES	102,154	100,216	4,834.78	18,502.67	19,618.84	0.00	18.46	81,713.63
CAPITAL EXPENSES	1,813,541	1,813,541	234,053.00	390,829.25	127,232.43	0.00	21.55	1,422,711.75
TOTAL 00-GENERAL EXPENDITURES	2,064,594	2,064,594	251,474.47	453,315.86	146,851.27	0.00	21.96	1,611,278.14
TOTAL EXPENDITURES	2,064,594	2,064,594	251,474.47	453,315.86	146,851.27	0.00	21.96	1,611,278.14
REVENUE OVER/(UNDER) EXPENDITURES	(1,681,773) (	1,681,773) (	200,992.15) (	358,141.37) (	60,954.50)	0.00	21.30 (	1,323,631.63)

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2013

13 -ECONOMIC DEVELOPMENT CORP

% OF YEAR COMPLETED: 33.33

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
13-4115 SALES TAX (.25)	382,571	382,571	50,479.21	95,128.28	85,859.12	0.00	24.87	287,442.72
13-4301 INTEREST	250	250	3.11	46.21	37.65	0.00	18.48	203.79
TOTAL REVENUES	382,821	382,821	50,482.32	95,174.49	85,896.77	0.00	24.86	287,646.51

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2013

13 -ECONOMIC DEVELOPMENT CORP

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
00-GENERAL EXPENDITURES								
=====								
SALARIES & BENEFITS								
13-500-009 SALARIES - EDC	70,000	70,000	5,384.62	18,846.17	0.00	0.00	26.92	51,153.83
13-500-013 STIPEND	0	1,938	0.00	1,871.86	0.00	0.00	96.60	65.84
13-500-030 SOCIAL SECURITY-EDC	5,465	5,465	419.60	1,775.70	0.00	0.00	32.49	3,689.30
13-500-040 HEALTH INSURANCE-EDC	876	876	1,191.64	4,095.78	0.00	0.00	467.55 (	3,219.78)
13-500-050 RETIREMENT-EDC	7,140	7,140	390.83	1,459.43	0.00	0.00	20.44	5,680.57
13-500-060 WORKERS COMPENSATION-EDC	283	283	0.00	0.00	0.00	0.00	0.00	283.00
13-500-070 UNEMPLOYMENT COMPENSATION	135	135	0.00	135.00	0.00	0.00	100.00	0.00
13-500-080 CONTRACT LABOR	65,000	65,000	5,200.00	15,800.00	0.00	0.00	24.31	49,200.00
TOTAL SALARIES & BENEFITS	148,899	150,837	12,586.69	43,983.94	0.00	0.00	29.16	106,852.76
OTHER EXPENSES								
13-500-115 MOBILE TELEPHONE	1,450	1,450	110.78	387.73	0.00	0.00	26.74	1,062.27
13-500-120 DUES & SUBSCRIPTIONS	1,400	1,400	150.00	802.00	0.00	0.00	57.29	598.00
13-500-130 TRAINING	5,000	5,000	350.00	530.00	0.00	0.00	10.60	4,470.00
13-500-132 TRAVEL	15,000	13,062	0.00	277.26	0.00	0.00	2.12	12,785.04
13-500-135 MEALS & ENTERTAINMENT	5,000	5,000	1,000.00	2,870.50	0.00	0.00	57.41	2,129.50
13-500-200 COMPUTER MAINTENANCE	200	200	0.00	0.00	0.00	0.00	0.00	200.00
13-500-201 WEBSITE MAINTENANCE	720	720	62.00	186.00	0.00	0.00	25.83	534.00
13-500-250 LEGAL EXPENSES	60,000	60,000	2,500.00	10,000.00	18,300.00	0.00	16.67	50,000.00
13-500-290 AUDIT	5,500	5,500	650.00	3,400.00	0.00	0.00	61.82	2,100.00
13-500-430 SUPPLIES	1,200	1,200	0.00	13.18	85.73	0.00	1.10	1,186.82
13-500-590 POSTAGE	145	145	0.00	0.00	0.00	0.00	0.00	145.00
13-500-630 LEGAL ADVERTISING	476	476	0.00	0.00	276.28	0.00	0.00	476.00
13-500-640 COPIER USAGE	1,443	1,443	0.00	0.00	956.83	0.00	0.00	1,443.00
13-500-700 CONTINGENCIES	4,620	4,620	12.00	36.00	0.00	0.00	0.78	4,584.00
TOTAL OTHER EXPENSES	102,154	100,216	4,834.78	18,502.67	19,618.84	0.00	18.46	81,713.63
CAPITAL EXPENSES								
13-500-800 EDC PROJECTS	200,000	200,000	0.00	4,937.50	1,733.81	0.00	2.47	195,062.50
13-500-801 PROMOTING WINCREST	38,282	38,282	1,527.50	15,164.96	0.00	0.00	39.61	23,117.04
13-500-890 TLF LOAN PAYMENTS	659,960	659,960	0.00	26,778.43	67,480.20	0.00	4.06	633,181.57
13-500-891 RACKER ROAD PROJECT	915,299	915,299	232,525.50	336,986.69	58,018.42	0.00	36.82	578,312.31
13-500-892 TLF INTEREST	0	0	0.00	6,961.67	0.00	0.00	0.00 (	6,961.67)

BALANCE SHEET

AS OF: JANUARY 31ST, 2013

16 -HOTEL/MOTEL TAX FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
16-1102	CLAIM ON CASH	36,518.66
16-1105	SAVINGS	108,006.57
		144,525.23
TOTAL ASSETS		
		144,525.23
=====		
LIABILITIES		
=====		
EQUITY		
=====		
16-3201	FUND BALANCE	125,874.90
	TOTAL BEGINNING EQUITY	125,874.90
TOTAL REVENUE		
		61,400.01
TOTAL EXPENSES		
		42,749.68
TOTAL INCREASE/(DECREASE) IN FUND BAL.		
		18,650.33
TOTAL EQUITY & FUND BALANCE		
		144,525.23
TOTAL LIABILITIES, EQUITY & FUND BALANCE		
		144,525.23
=====		

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2013

16 -HOTEL/MOTEL TAX FUND

% OF YEAR COMPLETED: 33.33

ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY							
ALL REVENUES	153,997	12,850.10	61,400.01	43,396.60	0.00	39.87	92,597.04
TOTAL REVENUES	153,997	12,850.10	61,400.01	43,396.60	0.00	39.87	92,597.04
EXPENDITURE SUMMARY							
00-GENERAL EXPENDITURES							
SALARIES & BENEFITS	0	400.00	400.00	0.00	0.00	0.00 (	400.00)
CAPITAL EXPENSES	0	0.00	6,734.00	0.00	0.00	0.00 (	6,734.00)
TOTAL 00-GENERAL EXPENDITURES	0	400.00	7,134.00	0.00	0.00	0.00 (	7,134.00)
TOTAL EXPENDITURES	0	400.00	7,134.00	0.00	0.00	0.00 (	7,134.00)
REVENUE OVER/(UNDER) EXPENDITURES	153,997	12,450.10	54,266.01	43,396.60	0.00	35.24	99,731.04

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2013

16 -HOTEL/MOTEL TAX FUND

% OF YEAR COMPLETED: 33.33

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
16-4101 INCOME-HOT	153,989	153,989	12,849.18	61,396.38	43,392.75	0.00	39.87	92,592.62
16-4115 INCOME-INTEREST	8	8	0.92	3.63	3.85	0.00	45.09	4.42
TOTAL REVENUES	153,997	153,997	12,850.10	61,400.01	43,396.60	0.00	39.87	92,597.04

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2013

16 -HOTEL/MOTEL TAX FUND

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
00--GENERAL EXPENDITURES								
=====								
SALARIES & BENEFITS								
16-500-040 ADVERTISING & PROMOTION	0	0	400.00	400.00	0.00	0.00	0.00 (	400.00)
TOTAL SALARIES & BENEFITS	0	0	400.00	400.00	0.00	0.00	0.00 (	400.00)
CAPITAL EXPENSES								
16-500-800 CAPITAL EXPENDITURES	0	0	0.00	6,734.00	0.00	0.00	0.00 (	6,734.00)
TOTAL CAPITAL EXPENSES	0	0	0.00	6,734.00	0.00	0.00	0.00 (	6,734.00)
TOTAL 00--GENERAL EXPENDITURES	0	0	400.00	7,134.00	0.00	0.00	0.00 (	7,134.00)
TOTAL EXPENDITURES	0	0	400.00	7,134.00	0.00	0.00	0.00 (	7,134.00)
REVENUE OVER/(UNDER) EXPENDITURES	153,997	153,997	12,450.10	54,266.01	43,396.60	0.00	35.24	99,731.04

BALANCE SHEET

AS OF: JANUARY 31ST, 2013

17 -DEBT SERVICE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
17-1102	CLAIM ON CASH	155,931.51
17-1105	SAVINGS	30,789.81
		186,721.32
TOTAL ASSETS		
		186,721.32
=====		
LIABILITIES		
=====		
17-2315	DUE TO GENERAL FUND	30,000.00
TOTAL LIABILITIES		
		30,000.00
EQUITY		
=====		
17-3201	FUND BALANCE	1,134.02
TOTAL BEGINNING EQUITY		
		1,134.02
TOTAL REVENUE		
		171,379.55
TOTAL EXPENSES		
		15,792.25
TOTAL INCREASE/(DECREASE) IN FUND BAL.		
		155,587.30
TOTAL EQUITY & FUND BALANCE		
		156,721.32
TOTAL LIABILITIES, EQUITY & FUND BALANCE		
		186,721.32
=====		

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2013

% OF YEAR COMPLETED: 33.33

17 -DEBT SERVICE

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YTD BALANCE	PRIOR YEAR	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY									
ALL REVENUES	356,585	356,585	0.24	171,379.55	211,209.28		0.00	48.06	185,205.65
TOTAL REVENUES	356,585	356,585	0.24	171,379.55	211,209.28		0.00	48.06	185,205.65
EXPENDITURE SUMMARY									
00-GENERAL EXPENDITURES									
OTHER EXPENSES	0	0	0.00	15,792.25	23,295.75		0.00	0.00 (	15,792.25)
TOTAL 00-GENERAL EXPENDITURES	0	0	0.00	15,792.25	23,295.75		0.00	0.00 (	15,792.25)
TOTAL EXPENDITURES	0	0	0.00	15,792.25	23,295.75		0.00	0.00 (	15,792.25)
REVENUE OVER/ (UNDER) EXPENDITURES	356,585	356,585	0.24	155,587.30	187,913.53		0.00	43.63	200,997.90

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2013

17 -DEBT SERVICE

% OF YEAR COMPLETED: 33.33

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
17-4101 INCOME - TAX NOTES PROCEEDS	0	0	0.00	0.00	48,922.88	0.00	0.00	0.00
17-4115 INCOME - INTEREST	1	1	0.24	0.93	0.94	0.00	77.50	0.27
17-4117 AD VALOREM TAX (I&S .073841)	356,584	356,584	0.00	171,378.62	162,285.46	0.00	48.06	185,205.38
TOTAL REVENUES	356,585	356,585	0.24	171,379.55	211,209.28	0.00	48.06	185,205.65

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2013

17 -DEPT SERVICE

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
00-GENERAL EXPENDITURES								
=====								
OTHER EXPENSES								
17-500-210 TAX NOTE INTEREST EXPENSE	0	0	0.00	15,792.25	23,295.75	0.00	0.00 (	15,792.25)
TOTAL OTHER EXPENSES	0	0	0.00	15,792.25	23,295.75	0.00	0.00 (	15,792.25)
TOTAL 00-GENERAL EXPENDITURES	0	0	0.00	15,792.25	23,295.75	0.00	0.00 (	15,792.25)
TOTAL EXPENDITURES	0	0	0.00	15,792.25	23,295.75	0.00	0.00 (	15,792.25)
REVENUE OVER/ (UNDER) EXPENDITURES	356,585	356,585	0.24	155,587.30	187,913.53	0.00	43.63	200,997.90

BALANCE SHEET

AS OF: JANUARY 31ST, 2013

18 -WCC&PD FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
18-1102	CLAIM ON CASH	35,294.68
18-1105	CASH - SAVINGS	131,880.30
		167,174.98
TOTAL ASSETS		
		167,174.98
=====		
LIABILITIES		
=====		
18-2400	A/P PENDING	(245.00)
TOTAL LIABILITIES		
		(245.00)
EQUITY		
=====		
18-3201	FUND BALANCE	230,371.51
TOTAL BEGINNING EQUITY		
		230,371.51
TOTAL REVENUE		
		104,641.78
TOTAL EXPENSES		
		167,593.31
TOTAL INCREASE/(DECREASE) IN FUND BAL. (		
		62,951.53)
TOTAL EQUITY & FUND BALANCE		
		167,419.98
TOTAL LIABILITIES, EQUITY & FUND BALANCE		
		167,174.98
=====		

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2013

18 -WCC&PD FUND

% OF YEAR COMPLETED: 33.33

ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY							
393,394	393,394	50,413.71	104,641.78	108,001.96	0.00	26.60	288,752.22
393,394	393,394	50,413.71	104,641.78	108,001.96	0.00	26.60	288,752.22
EXPENDITURE SUMMARY							
00-GENERAL EXPENDITURES							
222,701	222,701	18,218.05	72,081.80	69,856.45	0.00	32.37	150,619.20
72,884	72,884	55.00	21,381.07	63,943.41	0.00	29.34	51,502.93
153,000	157,615	0.00	74,130.44	182.50	0.00	47.03	83,484.31
448,585	453,200	18,273.05	167,593.31	133,982.36	0.00	36.98	285,606.44
TOTAL EXPENDITURES							
448,585	453,200	18,273.05	167,593.31	133,982.36	0.00	36.98	285,606.44
REVENUE OVER/(UNDER) EXPENDITURES							
(55,191)	(59,806)	32,140.66	(62,951.53)	(25,980.40)	0.00	105.26	3,145.78

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2013

18 -WCC&PD FUND

% OF YEAR COMPLETED: 33.33

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
18-4101 INCOME - SALES TAX	393,380	393,380	50,412.53	104,635.51	107,995.14	0.00	26.60	288,744.49
18-4115 INCOME - INTEREST	14	14	1.18	6.27	6.82	0.00	44.79	7.73
TOTAL REVENUES	393,394	393,394	50,413.71	104,641.78	108,001.96	0.00	26.60	288,752.22

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2013

18 -WCC&PD FUND

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL		% OF BUDGET	BUDGET BALANCE
						ENCUMBERED			
00-GENERAL EXPENDITURES									
=====									
SALARIES & BENEFITS									
18-500-009 SALARIES	140,172	140,172	11,344.26	41,113.54	41,204.72	0.00	0.00	29.33	99,058.46
18-500-010 ADMINISTRATIVE EXPENSE	2,000	2,000	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
18-500-013 STIPEND	5,167	5,167	0.00	5,087.44	2,332.22	0.00	0.00	98.46	79.56
18-500-014 SPECIAL ASSIGNMENT PAY K-9	4,500	4,500	0.00	0.00	807.73	0.00	0.00	0.00	4,500.00
18-500-015 INCENTIVE PAY-BILING & SHIFT	2,400	2,400	28.71	101.21	230.80	0.00	0.00	4.22	2,298.79
18-500-017 CERTIFICATION PAY	0	0	46.16	161.56	357.74	0.00	0.00	0.00	161.56
18-500-018 EDUCATION PAY	300	300	0.00	0.00	0.00	0.00	0.00	0.00	300.00
18-500-020 OVERTIME	17,200	17,200	2,891.22	5,751.35	4,644.79	0.00	0.00	33.44	11,448.65
18-500-021 7K HOURS	2,100	2,100	420.18	1,247.37	989.20	0.00	0.00	59.40	852.63
18-500-026 HAZARDOUS DUTY PAY	0	0	0.00	13.85	0.00	0.00	0.00	0.00	13.85
18-500-030 SOCIAL SECURITY	12,962	12,962	1,098.56	4,472.50	4,381.84	0.00	0.00	34.50	8,489.50
18-500-040 HEALTH INSURANCE	18,710	18,710	1,339.44	7,074.70	5,838.59	0.00	0.00	37.81	11,635.30
18-500-050 RETIREMENT	13,585	13,585	1,049.52	3,637.94	9,068.82	0.00	0.00	26.78	9,947.06
18-500-060 WORKERS COMPENSATION	3,065	3,065	0.00	3,420.34	0.00	0.00	0.00	111.59	355.34
18-500-070 UNEMPLOYMENT COMPENSATION	540	540	0.00	0.00	0.00	0.00	0.00	0.00	540.00
TOTAL SALARIES & BENEFITS	222,701	222,701	18,218.05	72,081.80	69,856.45	0.00	0.00	32.37	150,619.20
OTHER EXPENSES									
18-500-130 BONDS & TRAINING	5,000	5,000	55.00	854.00	100.00	0.00	0.00	17.08	4,146.00
18-500-420 OFFICE SUPPLIES	500	500	0.00	0.00	0.00	0.00	0.00	0.00	500.00
18-500-430 JUVENILE PROG.FEES & SUPPLIE	5,000	5,000	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
18-500-435 K-9 PROGRAM EXPENSES	0	0	0.00	174.28	611.41	0.00	0.00	0.00	174.28
18-500-450 SYSTEM ACCESS FEE	10,100	10,100	0.00	14,032.02	0.00	0.00	0.00	138.93	3,932.02
18-500-480 UNIFORMS	2,000	2,000	0.00	1,233.97	508.38	0.00	0.00	61.70	766.03
18-500-500 MISC. CRIME PREVENTION	5,000	5,000	0.00	944.00	0.00	0.00	0.00	18.88	4,056.00
18-500-516 DEBT SERVICE - PRINCIPAL	0	0	0.00	0.00	62,623.74	0.00	0.00	0.00	0.00
18-500-517 MAINTENANCE ON EQUIPMENT	45,284	45,284	0.00	4,142.80	99.88	0.00	0.00	9.15	41,141.20
TOTAL OTHER EXPENSES	72,884	72,884	55.00	21,381.07	63,943.41	0.00	0.00	29.34	51,502.93
CAPITAL EXPENSES									
18-500-800 CAPITAL EXPENDITURES	153,000	157,615	0.00	74,130.44	182.50	0.00	0.00	47.03	83,484.31
TOTAL CAPITAL EXPENSES	153,000	157,615	0.00	74,130.44	182.50	0.00	0.00	47.03	83,484.31

BALANCE SHEET

AS OF: JANUARY 31ST, 2013

19 -CAPITAL PROJECTS STREETS

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
19-1102	CLAIM ON CASH	122,705.79
19-1105	CASH - SAVINGS	463,290.09
19-1115	INVESTMENTS-TEXPOOL #1590000002	10,235.66
19-1116	INVESTMENTS-TEXPOOL#1590000001	148,068.08
19-1510	A/R-SALES TAX	21,927.28
		766,226.90
	TOTAL ASSETS	766,226.90
=====		
LIABILITIES		
=====		
19-2315	DUE TO GENERAL FUND	58,000.00
19-2400	A/P PENDING	16,087.74
19-2410	A/P - SALES TAX	32,704.07
19-2441	Construction Retainage	2,495.01
	TOTAL LIABILITIES	109,286.82
EQUITY		
=====		
19-3201	FUND BALANCE	621,075.19
	TOTAL BEGINNING EQUITY	621,075.19
	TOTAL REVENUE	95,132.63
	TOTAL EXPENSES	59,267.74
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	35,864.89
	TOTAL EQUITY & FUND BALANCE	656,940.08
	TOTAL LIABILITIES, EQUITY & FUND BALANCE	766,226.90
=====		

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2013

19 -CAPITAL PROJECTS STREETS

% OF YEAR COMPLETED: 33.33

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY								
ALL REVENUES	382,588	382,588	50,471.53	95,132.63	85,863.97	0.00	24.87	287,455.62
TOTAL REVENUES	382,588	382,588	50,471.53	95,132.63	85,863.97	0.00	24.87	287,455.62
EXPENDITURE SUMMARY								
00-GENERAL EXPENDITURES								
SALARIES & BENEFITS	0	0	0.00	0.00	12,457.57	0.00	0.00	0.00
CAPITAL EXPENSES	1,100,000	1,100,000	15,407.74	59,267.74	0.00	0.00	5.39	1,040,732.26
TOTAL 00-GENERAL EXPENDITURES	1,100,000	1,100,000	15,407.74	59,267.74	12,457.57	0.00	5.39	1,040,732.26
TOTAL EXPENDITURES	1,100,000	1,100,000	15,407.74	59,267.74	12,457.57	0.00	5.39	1,040,732.26
REVENUE OVER/ (UNDER) EXPENDITURES	(717,412) (	717,412)	35,063.79	35,864.89	73,406.40	0.00	5.00-(	753,276.64)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2013

19 -CAPITAL PROJECTS STREETS

% OF YEAR COMPLETED: 33.33

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
19-4115 INCOME - INTEREST	17	17	4.41	19.04	4.85	0.00	110.38 (	1.79)
19-4116 INCOME-SALES TAX (.25)	382,571	382,571	50,467.12	95,113.59	85,859.12	0.00	24.86	287,457.41
TOTAL REVENUES	382,588	382,588	50,471.53	95,132.63	85,863.97	0.00	24.87	287,455.62

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2013

19 -CAPITAL PROJECTS STREETS

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
00-GENERAL EXPENDITURES								
=====								
SALARIES & BENEFITS								
19-500-050 MISCELLANEOUS EXPENSE	0	0	0.00	0.00	12,457.57	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	0	0	0.00	0.00	12,457.57	0.00	0.00	0.00
CAPITAL EXPENSES								
19-500-800 CAPITAL EXPENDITURES	1,100,000	1,100,000	15,407.74	22,207.74	0.00	0.00	2.02	1,077,792.26
19-500-810 STREET MAINTENANCE	0	0	0.00	37,060.00	0.00	0.00	0.00	(37,060.00)
TOTAL CAPITAL EXPENSES	1,100,000	1,100,000	15,407.74	59,267.74	0.00	0.00	5.39	1,040,732.26
TOTAL 00-GENERAL EXPENDITURES	1,100,000	1,100,000	15,407.74	59,267.74	12,457.57	0.00	5.39	1,040,732.26
TOTAL EXPENDITURES	1,100,000	1,100,000	15,407.74	59,267.74	12,457.57	0.00	5.39	1,040,732.26
REVENUE OVER/ (UNDER) EXPENDITURES	(717,412)	(717,412)	35,063.79	35,864.89	73,406.40	0.00	5.00-	(753,276.64)

BALANCE SHEET

AS OF: JANUARY 31ST, 2013

99 - POOLED CASH

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
99-1102	POOLED CASH	1,011,262.97
99-1301	DUE FROM GENERAL FUND	37,224.12
99-1318	DUE FROM WCC&PD FUND	55.00
99-1319	DUE FROM CAPITAL PROJ STREETS	16,087.74
		1,064,629.83
TOTAL ASSETS		
		1,064,629.83
=====		
LIABILITIES		
=====		
99-2399	DUE TO OTHER FUNDS	1,010,947.97
99-2400	A/P CONTROL	53,366.86
	TOTAL LIABILITIES	1,064,314.83
EQUITY		
=====		
TOTAL LIABILITIES, EQUITY & FUND BALANCE		
		1,064,314.83
=====		
*** AMOUNT OUT OF BALANCE ***		315.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2013

% OF YEAR COMPLETED: 33.33

ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
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99 - POOLED CASH



ORDINANCE NO. 2013-687(O)

AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO THE BUDGET OF THE WINDCREST CRIME CONTROL AND PREVENTION DISTRICT (WCCPD) TO REFLECT INCREASED SALES TAX REVENUES OF \$90,000.00, AND APPROVING AND ADOPTING AN AMENDMENT TO THE CITY OF WINDCREST BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012 AND ENDING ON SEPTEMBER 30 2013 FOR THE EXPENDITURE OF \$132,747.60 FOR PUBLIC SAFETY EQUIPMENT; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the Windcrest Crime Control and Prevention District budget for the fiscal year October 1, 2012 to September 30, 2013 to reflect increased sales tax revenues of \$90,000.00; and

WHEREAS, the City Council desires to amend the operating budget of the municipal government of the City of Windcrest-for the fiscal year October 1, 2012 to September 30, 2013to approve the expenditure of \$132,747.60 from account 18-500-800 for the acquisition of public safety equipment; and,

WHEREAS, said budget amendments have been submitted to the City Council by the City Manager, in accordance with the City's Fiscal and Budgetary Policy.

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

Section 1. That the City Council of the City of Windcrest does hereby ratify, approve and adopt the amendments to the budget considered for fiscal year of October 1, 2012 to September 30, 2013 as identified in Attachment "A" of this ordinance.

Section 2. That should any part, portion, or section of this ordinance be declared invalid or inoperative or void for any reason by a court of competent jurisdiction, such decision, opinion or judgment shall in no way affect the remaining portions, parts, or sections or parts of section of this ordinance, which provisions shall be, remain and continue to be in full force and effect.

Section 3. That this ordinance shall be effective upon passage.

PASSED AND APPROVED, on the ____ day of February, 2013 at a regular meeting of the City Council of the City of Windcrest, Texas which meeting was held in compliance with the Open Meetings Act, Tex. Gov't Code, §551.001, et.seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED:

Michael S. Brennan, City Attorney



ORDINANCE NO. 2013-690(O)

**AN ORDINANCE REPEALING THE CITY OF WINDCREST
ETHICS CODE AND ADOPTING A NEW WINDCREST ETHICS
POLICY**

WHEREAS, the Windcrest Code of Ethics Policy was adopted on or about October 20, 2008; and

WHEREAS, the City Council has methodically and thoroughly reviewed the existing policy to assess its efficacy and applicability to the various levels of city officials and employees; and

WHEREAS, the City Council has reviewed recommendations from the Texas Comptroller's Office concerning ethics policies, and the ethics policies of other cities, including San Antonio; and

WHEREAS, such reviews culminated in a determination at the City Council meeting on January 28, 2013 that the attached Ethics Policy with four separate levels of applicability most suits the needs of the city government of Windcrest.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that the Windcrest Code of Ethics Policy adopted on or about October 20, 2008 is hereby repealed and the attached Windcrest Ethics Policy comprised of four levels is hereby adopted as the new Ethics Policy of the City of Windcrest.

This ordinance shall be effective five days after its publication.

PASSED and APPROVED this ____ day of February, 2013.

ALAN E. BAXTER, MAYOR

ATTEST:

KELLEY RODRIGUEZ, CITY SECRETARY

APPROVED AS TO FORM:

MICHAEL S. BRENAN, CITY ATTORNEY

WINDCREST, TEXAS

ETHICS POLICY

Windcrest Ethics Policy

The City Council in December 2012 voted to have four, separate levels of THE ETHICS CODE. The Police and the Fire Departments will have their own code of ethics in addition to this one. The four levels are based on the person's responsibilities. The following are the four levels.

1. For Citizen Volunteers, including but not limited to – Committees formed by Council, Newsletter Committee, Citizen's Patrol and Animal Task Force.
2. Employees and Contract Employees, who are not involved with City government, finances or contractors.
3. Boards, Districts and Committees, including but not limited to, Windcrest Economic Development Committee (EDC), Planning and Zoning, Parks and Recreation, Board of Adjustments, Windcrest Crime and Prevention District.
4. City Officials, City Employees who make decisions, administer City government finances or who are involved in the procurement of goods or services on behalf of the City and applicable contract employees.

LEVEL ONE

For Citizen Volunteers, including but not limited to – Committees formed by Council, Newsletter Committee, Citizen's Patrol and Animal Task Force.

Ethical behavior regarding human conduct is a factor in all aspects of life. As a Windcrest Citizen Volunteer, it is simply a matter of public trust in the services provided. This trust encompasses each and every facet of all operations that make Windcrest city government and its ancillary functions work...in an absolute ethical manner.

A key term regarding ethical behavior is "integrity." Simply put, integrity means doing what you know is right even if no one is watching. If ever in doubt, confide with someone up your management chain (e.g., supervisor, city secretary, city manager, city attorney, council members, or the mayor). If an integrity issue involves someone in your management chain, feel free to take it to the next higher level without fear of retribution. If necessary, take it outside the chain (e.g., our city judge perhaps).

Bottom line...ethical Citizen Volunteer behavior is essential to the well-being of Windcrest and its citizens. There is zero tolerance for otherwise.

LEVEL TWO

Employees and Contract Employees, who are not involved with City government, finances or contractors.

Ethical behavior regarding human conduct is a factor in all aspects of life. As a Windcrest city employee, it is simply a matter of public trust in the services provided. This trust encompasses each and every facet of all operations that make Windcrest city government and its ancillary functions work...in an absolute ethical manner. It also applies to all businesses contracted to provide services for Windcrest.

A key term regarding ethical behavior is "integrity." Simply put, integrity means doing what you know is right even if no one is watching. If ever in doubt, confide with someone up your management chain (e.g., supervisor, city secretary, city manager, city attorney, council members, or the mayor). If an integrity issue involves someone in your management chain, feel free to take it to the next higher level without fear of retribution. If necessary, take it outside the chain (e.g., our city judge perhaps).

Bottom line...ethical employee behavior is essential to the well-being of Windcrest and its citizens. There is zero tolerance for otherwise.

PLEASE NOTE THAT TEXAS IS A RIGHT TO WORK STATE. ZERO TOLERANCE CAN MEAN TERMINATION. THIS IS AT THE SOLE DISCRETION OF THE CITY COUNCIL. IF YOU ARE A CONTRACT EMPLOYEE, YOUR CONTRACT IS VOIDABLE AT THE SOLE DISCRETION OF THE CITY COUNCIL AND BY YOUR SIGNATURE YOU RELINQUISH ANY RIGHTS FOR RECOURSE OR APPEAL.

LEVEL THREE

Oath Attached

Boards, Districts and Committees, including but not limited to, Windcrest Economic Development Committee (EDC), Planning and Zoning, Parks and Recreation, Board of Adjustments, Windcrest Crime and Prevention District.

As a Volunteer in one of these aforementioned entities, you are held to a higher standard. You take an oath which is attached to this ETHICS CODE. There are laws that apply to what you do. Ignorance of one of these laws is not an excuse. When in doubt, ask the City Attorney, the EDC attorney and/or the City Manager. Additionally, please read and sign the following:

Ethical behavior regarding human conduct is a factor in all aspects of life. As a Windcrest volunteer, it is simply a matter of public trust in the services provided. This trust encompasses each and every facet of all operations that make Windcrest city government and its ancillary functions work...in an absolute ethical manner. It also applies to all businesses contracted to provide services for Windcrest.

A key term regarding ethical behavior is "integrity." Simply put, integrity means doing what you know is right even if no one is watching. If ever in doubt, confide with someone up your management chain (e.g., supervisor, city secretary, city manager, city attorney, council members, or the mayor). If an integrity issue involves someone in your management chain, feel free to take it to the next higher level without fear of retribution. If necessary, take it outside the chain (e.g., our city judge perhaps).

Bottom line...ethical employee behavior is essential to the well-being of Windcrest and its citizens. There is zero tolerance for otherwise.

OATH
For
Level Three

"I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the City of Windcrest, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and the State of Texas, so help me God."

LEVEL FOUR

City Officials, City Employees who make decisions, administer City government finances or who are involved in the procurement of goods or services on behalf of the City and applicable contract employees.

As one of the aforementioned people, you have taken on a greater responsibility. It is one that involves decisions with regard to tax payer's dollars. If you are an elected official you will also take an oath of office which is attached.

Ethical behavior regarding human conduct is a factor in all aspects of life. As a Windcrest city employee, elected official, contracted employee and/or contractor (whether paid or as a volunteer), it is simply a matter of public trust in the services provided. This trust encompasses each and every facet of all operations that make Windcrest city government and its ancillary functions work...in an absolute ethical manner. It also applies to all businesses contracted to provide services for Windcrest.

A key term regarding ethical behavior is "integrity." Simply put, integrity means doing what you know is right even if no one is watching. If ever in doubt, confide with someone up your management chain (e.g., supervisor, city secretary, city manager, city attorney, council members, or the mayor). If an integrity issue involves someone in your management chain, feel free to take it to the next higher level without fear of retribution. If necessary, take it outside the chain (e.g., our city judge perhaps).

Bottom line...ethical employee behavior is essential to the well-being of Windcrest and its citizens. There is zero tolerance for otherwise.

Level Four (continued)

FOR ELECTED OFFICIALS, YOU ARE GOVERNED BY THE CITY CHARTER, LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES OF AMERICA. IGNORANCE OF THE LAW(S) IS NO EXCUSE. YOUR SIGNED OATH OF OFFICE IS ATTACHED TO THIS DOCUMENT.

FOR CITY EMPLOYEES, YOU ARE GOVERNED BY THE CITY CHARTER, THE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES OF AMERICA. IGNORANCE OF THE LAW(S) IS NO EXCUSE. PLEASE NOTE THAT TEXAS IS A RIGHT TO WORK STATE. ZERO TOLERANCE MAY MEAN TERMINATION. THIS WILL BE DETERMINED IN THE SOLE DISCRETION OF THE CITY COUNCIL.

FOR CONTRACTORS OR CONTRACT EMPLOYEES, IF IT IS DETERMINED BY THE WINDCREST CITY COUNCIL, IN THEIR SOLE DISCRETION, THAT THE ETHICS POLICY WAS VIOLATED, YOUR CONTRACT IS VOIDABLE UPON THE SOLE DECISION OF THE WINDCREST CITY COUNCIL AND BY SIGNING THIS DOCUMENT YOU AGREE TO THIS TERM. YOU RELINQUISH ANY RIGHT FOR ANY RECOURSE OR APPEAL.

OATH
For
Level Four

Note: This is for Elected Officials Only

“I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the City of Windcrest, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and the State of Texas, so help me God.”

RESOLUTION NUMBER 2012-417 (R)

A RESOLUTION APPROVING A CONTRACT AND THE FEE OF IDS ENGINEERING GROUP FOR ENGINEERING SERVICES FOR THE CITY'S ROADWAY CAPITAL IMPROVEMENT PROGRAM AND AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS OR BIDS FOR THE CONSTRUCTION OF SUCH ROADWAY CAPITAL IMPROVEMENTS THROUGHOUT THE CITY OF WINDCREST.

WHEREAS, on December 13, 2012 the City of Windcrest City Council adopted Resolution 416(R) selecting IDS Engineering Group to provide engineering services for the city's roadway capital improvement program subject to the negotiation by the city manager of a contract for such services; and

WHEREAS, it is the desire of the City Council for IDS Engineering Group, upon execution of a contract for engineering services, to proceed with the development and issuance of a Request for Proposals or Bids for the city's roadway capital improvement program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windcrest, Texas, that:

1. The IDS Engineering Group's fee for engineering services relating to the roadway capital improvements (CIP-001) shall not exceed the fee provided in Exhibit A.
2. The City Manager is hereby authorized to execute a contract with IDS Engineering as provided in Exhibit A for the performance of engineering services relating to the roadway capital improvements (CIP-001).
3. The City Manager is hereby authorized to develop and release a Request for Proposals or Bids for the performance of roadway capital improvements (CIP-001) throughout the City of Windcrest.

DULY PASSED AND APPROVED, on the 7th day of January, 2013, at a regularly scheduled meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov't. Code §551.001, et. seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Alan E. Baxter, Mayor

ATTEST

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM

Michael Brennan, City Attorney

CITY OF WINDCREST, TEXAS
ARCHITECTS & ENGINEERING PROFESSIONAL SERVICES CONTRACT

This Contract is between the **City of Windcrest**, a Texas home-rule municipal corporation, (the “City”) and IDS Engineering Group, a Texas corporation (the “Contractor”), whereby the Contractor agrees to provide the City with certain professional services as described herein and the City agrees to pay the Contractor for those services.

ARTICLE I
Scope of Services

- 1.01 In consideration of the compensation stated in paragraph 2.01 herein below, the Contractor agrees to provide the City with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Roadway CIP 2013 (the “Project”).

ARTICLE II
Payment

- 2.01 In consideration of the Contractor’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Contractor according to the terms set forth in **Exhibit “B”**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed One Hundred and Twenty Five Thousand and zero/100 Dollars (\$125,000).

ARTICLE III
Time of Performance and Construction Cost

- 3.01 The Contractor shall complete the professional services within the times set forth below. The Contractor shall exercise a degree of care and diligence in the performance of all services under this Contractor in accordance with the professional standards prevailing among Contractors in the location in which Contractor practices, Windcrest, Texas, or San Antonio, Texas, whichever is the higher standard, skilled in design for projects of similar scope, and all of the Contractor services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work. All time frames shown exclude review time by the City and other applicable entities.

[Conceptual Design: 56 **calendar days** after the authorization to commence planning]
[Preliminary Project Design: 28 **calendar days** after authorization to commence PPD]
[Final Design: 28 **calendar days** after authorization to commence final design]

- 3.02 All design work and other professional services provided under this Contract must be

completed by the following date: End of construction contractor's warranty period.

- 3.03 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified. Promptly after the execution of this Contract, the Contractor shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Contractor's services to meet the City's project milestone dates which are included in this Contract. The Contractor's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Contractor has control shall not be exceeded without written approval from the City.
- 3.04 The Contractor's services consist of all of the services required to be performed by Contractor, Contractor's employees and Contractor's consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Contractor shall contract and employ at his expense consultants necessary for the design of the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by the City.
- 3.05 The Contractor shall designate a principal of the firm reasonably satisfactory to the City who shall, so long as employed by Contractor and acceptable to the City, remain in charge of professional services through completion and be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.
- 3.06 Contractor shall be responsible for the coordination of all drawings and design documents relating to Contractor's design and used on the Project, regardless of whether such drawings and documents are prepared by Contractor. Contractor shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Contractor and for their compliance with all currently applicable codes, ordinances, regulations, laws and statutes.
- 3.07 Contractor's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Contractor's best judgment as a design professional familiar with the construction industry.
- 3.08 The construction budget for this Project, which is established as a condition of this Contract is \$1,500,000. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV

Conceptual Design

- 4.01 Upon the Contractor's receipt from the City of a letter of authorization to commence planning, the Contractor shall meet with the City for the purpose of determining the nature of the Project. The Contractor shall inquire in writing as to the information he believes the City may have in its possession that is necessary for the Contractor's performance. The City shall provide the information within its possession that it can make available to the Contractor. The City shall designate a representative to act as the contact person on behalf of the City.
- 4.02 The Contractor shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal Projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Contractor shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Contractor shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Contractor shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Contractor shall confirm that the Project can be designed and constructed for the dollar amount of the project budget, if applicable.
- 4.03 The Contractor shall prepare a conceptual design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The conceptual design shall contemplate compliance with all currently applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Contractor shall meet with City staff and the City Council to make a presentation of his report.

ARTICLE V Preliminary Design

- 5.01 The City shall direct the Contractor to commence work on the Project design by sending to the Contractor a "letter of authorization" to begin work on the preliminary Project design pursuant to this Contract. Upon receipt of the Letter of Authorization to commence preliminary Project design, the Contractor shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.
- 5.02 The Contractor shall prepare the preliminary design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Contractor shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.
- 5.03 Upon completion of the preliminary design of the Project, the Contractor shall so notify

the City. Upon request the Contractor shall meet with the City staff and City Council to make a presentation of his preliminary design of the Project. The Contractor shall provide an explanation of the preliminary design and cost estimate and shall verify that, to the best of Contractor's belief, the Project requirements and construction can be completed within the project budget and schedule.

ARTICLE VI

Final Design

- 6.01 The City shall direct the Contractor to commence work on the final design of the Project by sending to the Contractor a "letter of authorization" to begin work on the final design phase of the Project. Upon receipt of the Letter of Authorization to proceed with final design of the Project, the Contractor shall immediately prepare the final design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The final design of the Project shall comply with all currently applicable laws, statutes, ordinances, codes and regulations.
- 6.02 Notwithstanding the City's approval of the final design, the Contractor shall ensure that the final design will be sufficient and adequate to fulfill the purposes of the Project.
- 6.03 **The Contractor shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's current pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the contractor. The Contractor hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.**
- 6.04 The Contractor shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the final design of the Project, with the submission of the complete contract documents, and upon request of the City, the Contractor shall meet with City Staff and the City Council to present the final design of the Project. The Contractor shall provide an explanation of the final design and cost estimate.

ARTICLE VII

Bid Preparations & Evaluation

- 7.01 The Contractor shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Contractor shall meet with City Staff and the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.

- 7.02 The Contractor shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Contractor shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the final design of the Project, then the Contractor, at his sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the final design of the Project.
- 7.03 Where substitutions are requested by a construction contractor, the Contractor shall review the substitution requested and approve or disapprove such substitutions.

ARTICLE VIII

Construction

- 8.01 The Contractor shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Contractor shall have authority to act on behalf of the City only to the extent provided in this Agreement unless modified by written instrument.
- 8.02 The Contractor shall make visits to the site, with a frequency appropriate to the scope of the Project, to inspect the progress and quality of the executed work of the construction contractor and his subcontractors and to determine if such work is proceeding in accordance with the contract documents. Contractor shall periodically review the as-built drawings for accuracy and completeness, and shall report his findings to the City.
- 8.03 The Contractor shall keep the City informed of the progress and quality of the work. The Contractor shall promptly report to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.
- 8.04 The Contractor shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Contractor's review and approval shall include a determination of whether the work complies with all currently applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.
- 8.05 The Contractor shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Contractor shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.
- 8.06 The Contractor shall issue all instructions of the City to the construction contractor as

well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Contractor shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Contractor shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the Work. Contractor shall receive no additional compensation for providing clarification of the Drawings and Specifications.

- 8.07 The Contractor shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Contractor's recommendation of payment, being based upon the Contractor's on-site inspections and his experience and qualifications as a design professional, shall constitute a recommendation by the Contractor to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Contractor's recommendation for payment.
- 8.08 Upon notification from the construction contractor that the Project is substantially complete, the Contractor shall conduct an inspection of the site to determine if the Project is substantially complete. The Contractor shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Contractor for completion have been completed, the Contractor shall inspect the Project to verify final completion.
- 8.09 The Contractor shall not be responsible for the work of the construction contractor or any of his subcontractors, except that the Contractor shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Contractor's negligent acts or omissions. This provision shall not alter the Contractor's duties to the City arising from the performance of the Contractor's obligations under this Contract.
- 8.10 The Contractor shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.
- 8.11 The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.
- 8.12 The Contractor shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.
- 8.13 The Contractor shall assist the construction contractor and City in obtaining an Occupancy Permit by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX
Change Orders & Documents & Materials

- 9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
- 9.02 a. When the original contract amount plus all change orders is less than \$50,000, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Council must approve such change order prior to commencement of the services or work; and
- b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed \$10,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$10,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work.
- c. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.
- 9.03 The Contractor shall furnish the City (1) sets of plans and specifications. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Contractor shall provide the City (1) sets of reproducible, mylar-record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Contractor. The Contractor shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Contractor. The foregoing documentation, the Contractor's work product, and other information in the Contractor's possession concerning the Project shall be the property of the City from the time of preparation. The Contractor shall also furnish one set of digital files representing the final as-built mylars.

ARTICLE X
Warranty, Indemnification & Release

- 10.01 As an experienced and qualified design professional, the Contractor shall ensure that the information provided by the Contractor reflects high professional and industry standards, procedures, and performances. The Contractor shall ensure the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. The Contractor will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Contractor, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Contractor, its employees, associates, agents, or subcontractors.
- 10.02 The Contractor shall promptly correct any defective designs or specifications furnished by the Contractor at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Contractor's services hereunder or of the Project itself shall in no way alter the Contractor's obligations or the City's rights hereunder.
- 10.03 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Contractor shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Contractor shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Contractor shall have ultimate control over the execution of the professional services. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors.
- 10.04 The Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Contractor, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.
- 10.05 Indemnity. The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and**

liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.

10.06 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 10.05, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

10.07 Release. The Contractor releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder. Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees. This release shall not if such loss, damage, injury, or death was caused in whole or in part by the City.

ARTICLE XI

Insurance

11.01 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on Exhibit C.

ARTICLE XII

Use of Drawings, Specifications and Other Documents

12.01 The Drawings, Specifications and other documents prepared by the Contractor and Contractor's consultants for this Project shall become the property of the City whether the Project is completed or not. The City shall be furnished and permitted to retain

reproducible copies and electronic versions of Contractor's Drawings, Specifications and other documents.

- 12.02 The documents prepared by Contractor may be used as a prototype for other facilities by the City. The City may elect to use the Contractor to perform the site adaptation and other architectural services involved in reuse of the prototype. If so, the Contractor is obligated to perform the work for an additional compensation that will fairly compensate the Contractor and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect to perform the site adaptation and other architectural services involved in reuse of the prototype, that architect will be entitled to use Contractor's consultants on the same basis that Contractor would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Contractor will not be responsible for errors and omissions of a subsequent architect. The Contractor shall commit its consultants to the terms of this subparagraph.
- 12.03 In the event of termination of this Agreement for any reason, the City shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.
- 12.04 Only the details of the drawings relating to this Project may be used by the Contractor on other projects, but they shall not be used as a whole without written authorization by the City. The City furnished forms, conditions, and other written documents shall not be used on other projects by the Contractor.

ARTICLE XIII

Termination

- 13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Contractor's receipt of such notice, the Contractor shall cease work immediately. The Contractor shall be compensated for the services satisfactorily performed prior to the termination date.
- 13.02 If, through any cause, the Contractor fails to fulfill its obligations under this Contract, or if the Contractor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Contractor **five (5)** calendar days written notice to the Contractor. The Contractor will be compensated for the services satisfactorily performed before the termination date.
- 13.03 No term or provision of this Contract shall be construed to relieve the Contractor of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the

Contractor is determined and paid.

ARTICLE XIV Miscellaneous Terms

14.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Bexar County, Texas.

14.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City of Windcrest
Attn: Rafael Castillo, City Manager
8601 Midcrown Drive
Windcrest, Texas 78239

Contractor:
IDS Engineering Group
Attn: Jeffrey McKinnie, PE
613 NW Loop 410, Suite 550
San Antonio, Texas 78216

14.03 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

14.04 This Contract represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

14.05 This Contract and all rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

14.06 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14.07 The Contractor, its agents, employees, and subcontractors must comply with all currently applicable federal and state laws, the charter and ordinances of the City of Windcrest, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Contractor must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

- 14.08 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.
- 14.09 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
- 14.10 **Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.**

IDS ENGINEERING GROUP

By: _____



Printed Name: Timothy E. Buscha, P.E.

Title: Senior Vice President

Date: January 4, 2013

CITY OF WINDCREST

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Director of Finance

Date: _____

Exhibit A

Scope of Services

Project Limits

- Blue Grass from Fenwick Drive to north of Balfour – 350 lf
- Hickory Hollow from Windrock Drive to Spanish Moss and the full length of Pintail Point and Cattail – total of 1460 feet
- Moorside Drive from Fenway Lane to Fawndale Lane – 600 feet
- North Gap Drive at North Bend Drive – 250 feet
- Parkcrest Drive at Walzem Road – 100 feet

Topographic and Elevation Survey

IDS will prepare a topographic and elevation survey of the Project. Existing utilities will be located by use of publicly available maps, one call service, and surface features.

Right-of-way Resolution and Project Control

The existing right-of-way limits will be determined through abstracting, research, and existing boundary monuments. Horizontal and vertical control points will be provided along the Project at intervals not to exceed 1,000 feet.

Geotechnical Engineering

IDS will obtain a Subsurface Exploration and Pavement Analysis.

Plans, Specification, and Estimates (PS&E)

PS&Es will be prepared and submitted per Articles IV (Conceptual), V (Preliminary), and VI (Final).

Participate in public stakeholder meeting(s) at completion of the Conceptual Design Phase.

The design standards to be used on the Project shall include, but not limited to City of San Antonio Design Standards, the TxDOT Roadway Design Manual and Bridge Design Guideline, the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets (Green Book), Texas Manual on Uniform Traffic Control Devices (TMUTCD), and the Texas Pollutant Discharge Elimination System (TPDES) Guidelines as appropriate for the most cost effective design.

IDS will coordinate with the Texas Department of Transportation (TxDOT) regarding the intersection of Parkcrest and Walzem Rd (FM 1976). IDS will submit for a driveway permit on behalf of the City to TxDOT.

Bid Phase

IDS will provide Bid Phase services per Article VII.

Construction Phase

IDS will provide Construction Phase services per Article VIII.

Construction Surveying Services

Prior to construction, stake project base line including beginning and ending points, PC's, PT's, PI's, and 1,000 foot intervals. Establish temporary benchmarks within 500 feet of the beginning and ending points of the baseline and at 1,000 foot intervals throughout the project outside of the

proposed construction area. Prepare survey control drawing showing the baseline points established in the field and locations by station and offset to the temporary benchmarks.

Exhibit B

Payment Terms

SELECT ONE:

Compensation is based on **actual** hours of work/time devoted to providing the described professional services. The Contractor will be paid at the rates per service or employee shown below. The City will reimburse the Contractor for **actual**, non-salary expenses at the rate of ten percent (**10%**) above the Contractor's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract \$125,000).

The Contractor must submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

IDS Engineering Group Billing Rates

Senior Manager	\$204/hr
Senior Engineer/Project Manager	\$153/hr
Project Engineer/EIT	\$119/hr
Senior Production.....	\$136/hr
Production	\$102/hr
Construction Manager.....	\$119/hr
Construction Observer	\$102/hr
Administrative.....	\$85/hr
Survey Manager/RPLS	\$110/hr
Survey Coordinator	\$85/hr
Survey Crew.....	\$150/hr

Exhibit C

Insurance Requirements

During the term of this Agreement all Contractor's insurance policies shall meet the following requirements:

- I. Standard Insurance Policies Required:
 - A. Commercial General Liability
 - B. Business Automobile Liability
 - C. Workers' Compensation
 - D. Professional Liability
- II. For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.
- III. The Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- IV. General Requirements Applicable to All Policies
 - A. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a "per occurrence" basis for property damage only.
 - C. "Claims made" policies will not be accepted, except for Professional Liability insurance.
 - D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Windcrest by certified mail, return receipt requested.
 - E. Upon request, certified copies of all insurance policies shall be furnished to the City.
 - F. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 1. that the insurance company is licensed and admitted to do business in the State of Texas

2. that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
3. all endorsements and coverages according to the requirements of this Contract
4. the form of notice of cancellation, termination, or change in coverage provisions
5. original endorsements affecting coverage required by this Contract.
6. The City of Windcrest, its officials, employees, and volunteers are named as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. Commercial (General) Liability requirements:

- A. Coverage shall be written by a carrier with an "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- F. The City shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

VI. Business Automobile Liability requirements:

- A. Coverage shall be written by a carrier with an "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

VII. Workers Compensation Insurance requirements:

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's, or

subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

B. The worker's compensation insurance shall include the following terms:

1. Employer's Liability limits of \$1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

C. Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. *Definitions:*

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not

include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*

- (1) *provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
- (2) *provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
- (3) *provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (4) *obtain from each other person with whom it contracts, and provide to the Contractor:*
 - (a) *a certificate of coverage, prior to the other person beginning work on the project; and*
 - (b) *a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
- (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
- (7) *contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

J. *By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier*

or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.”*

VIII. Professional Liability Requirements:

- A. Coverage shall be written by a carrier with a “A:VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$200,000.00. Financial statements shall be furnished to the City of Windcrest when requested.
- C. For “claims made” policies, a two-year extended reporting period shall be required.

Exhibit “D”

Certificate(s) of Insurance

CITY OF WINDCREST, TEXAS
ARCHITECTS & ENGINEERING PROFESSIONAL SERVICES CONTRACT

This Contract is between the **City of Windcrest**, a Texas home-rule municipal corporation, (the “City”) and IDS Engineering Group, a Texas corporation (the “Contractor”), whereby the Contractor agrees to provide the City with certain professional services as described herein and the City agrees to pay the Contractor for those services.

ARTICLE I
Scope of Services

- 1.01 In consideration of the compensation stated in paragraph 2.01 herein below, the Contractor agrees to provide the City with the professional services as described in **Attachment A**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Roadway CIP 2013-2015 (the “Project”). A list of the individual projects with their anticipated rehabilitation method and approximate length is shown in **Attachment D**.

ARTICLE II
Payment

- 2.01 In consideration of the Contractor’s provision of the professional services in compliance with all terms and conditions of this Contract and the scope of services outlined in Attachment A, the City shall pay the Contractor a not to exceed amount of Two Hundred Sixty Eight Thousand Two Hundred Fifty and zero/100 Dollars (\$268,250) for the Project. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract shall not exceed \$268,250. Attachment B provides clarification for hourly rates, reimbursable charges, and direct fees passed to the City.
- 2.02 Attachment D provides the list of authorized projects, the anticipated type of roadway rehabilitation, and the approximate limits of the project. The type of rehabilitation is subject to change pending preliminary engineering analysis.
- 2.03 Monthly invoices will be issued by Contractor for all work performed under the terms of this Contract and each invoice shall detail charges specific to each work authorization. The City will make payments of invoices within 30-days of receipt of invoice.
- 2.04 The Contractor will be reimbursed for City approved out-of-pocket expenses for a not to exceed amount of five thousand and zero/100 Dollars (\$5,000). Out of pocket expenses include, but not limited to, travel, deliveries, reprographics, permit fees, and agency review fees.

ARTICLE III

Time of Performance and Construction Cost

- 3.01 The Contractor shall complete the professional services within the time defined in a schedule prepared by the Contractor and approved by the City. The Contractor shall exercise a degree of care and diligence in the performance of all services under this Contractor in accordance with the professional standards prevailing among Contractors in the location in which Contractor practices, Windcrest, Texas, or San Antonio, Texas, whichever is the higher standard, skilled in design for projects of similar scope, and all of the Contractor services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work.
- 3.02 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work. Within five (5) business days after receipt of a Notice to Proceed, the Contractor shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Contractor's services to meet the City's project milestone for the Project. The Contractor's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Contractor has control shall not be exceeded without written approval from the City.
- 3.03 The Contractor's services consist of all of the services required to be performed by Contractor, Contractor's employees and Contractor's consultants under the terms of this Contract. Such services include normal civil, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Contractor shall contract and employ at his expense consultants necessary for the design of the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by the City.
- 3.04 The Contractor shall designate a Project Manager of the firm reasonably satisfactory to the City who shall, so long as employed by Contractor and acceptable to the City, remain in charge of professional services through completion and be available for general consultation throughout the Project. Any replacement of that Project Manager shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.
- 3.05 Contractor shall be responsible for the coordination of all drawings and design documents relating to Contractor's design and used on the Project, regardless of whether such drawings and documents are prepared by Contractor. Contractor shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Contractor and for their compliance with all currently applicable codes, ordinances, regulations, laws and statutes.
- 3.06 Contractor's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Contractor's judgment as a design professional familiar with the construction industry.

ARTICLE IV Construction

- 4.01 Project planning and concept, design, and bid phase services are defined in Attachment A.
- 4.02 The Contractor shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Contractor shall have authority to act on behalf of the City only to the extent provided in this Agreement unless modified by written instrument. Items listed in this article are intended to be further detail services of the Contractor in addition to those identified in **Attachment A**.
- 4.03 The Contractor shall make visits to the site, with a frequency appropriate to the scope of the Project, to observe the progress and quality of the executed work of the construction contractor and his subcontractors and to determine if such work is proceeding in general accordance with the contract documents.
- 4.04 The Contractor shall keep the City informed of the progress and quality of the work. The Contractor shall promptly report to the City any observed defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.
- 4.05 The Contractor shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Contractor shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.
- 4.06 The Contractor shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Contractor shall interpret the contract documents and judge the performance there under by the contractor constructing the Project, and Contractor shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the Work. Contractor shall receive no additional compensation for providing clarification of the Drawings and Specifications.
- 4.07 Upon notification from the construction contractor that the Project is substantially complete, the Contractor shall conduct an inspection of the site to determine if the Project is substantially complete. The Contractor shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Contractor for completion have been completed, the Contractor shall inspect the Project to verify final completion.

- 4.08 The Contractor shall not be responsible for the means and methods of the construction contractor or any of his subcontractors.
- 4.09 The Contractor shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.
- 4.10 The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.
- 4.11 The Contractor shall perform all of its duties under this Article IV so as to not cause any delay in the progress of construction of the Project.

ARTICLE V
Change Orders & Documents & Materials

- 5.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
- 5.02 a. When the original contract amount plus all change orders is less than \$50,000, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Council must approve such change order prior to commencement of the services or work; and
- b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed \$10,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$10,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work.
- c. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.
- 5.03 The Contractor shall furnish the City (1) sets of plans and specifications for each set of construction plans prepared for the Project. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Contractor shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Contractor. The foregoing documentation, the Contractor's work product, and other information in the Contractor's possession concerning the Project shall be the property of the City from the time of preparation.

ARTICLE VI
Warranty, Indemnification & Release

- 6.01 As an experienced and qualified design professional, the Contractor shall perform services in a manner consistent with other professionals providing similar services in the same locality and under similar circumstances and in compliance with current applicable laws, regulations, and codes. The Contractor will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Contractor, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Contractor, its employees, associates, agents, or subcontractors.
- 6.02 The Contractor shall promptly correct any defective designs or specifications furnished by the Contractor at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Contractor's services hereunder or of the Project itself shall in no way alter the Contractor's obligations or the City's rights hereunder.
- 6.03 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Contractor shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Contractor shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Contractor shall have ultimate control over the execution of the professional services. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors.
- 6.04 The Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Contractor, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.
- 6.05 **Indemnity.** The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnatee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnatee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for

injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.

- 6.06** It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 6.05, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.
- 6.07** **Release.** The Contractor releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder. Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance. This release shall not apply if such loss, damage, injury, or death was caused in whole or in part by the City.

ARTICLE VII

Insurance

- 7.01** The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on Attachment C. Insurance Certificates will be provided to the City within three (3) days of the execution of this contract.

ARTICLE VIII

Use of Drawings, Specifications and Other Documents

- 8.01** The Drawings, Specifications and other documents prepared by the Contractor and Contractor's consultants for this Project shall become the property of the City whether the Project is completed or not. The City shall be furnished and permitted to retain reproducible copies and electronic versions (in accordance to terms of the rules of the Texas Board of Professional Engineers, of Contractor's Drawings, Specifications and

other documents.

- 8.02 The documents prepared by Contractor may be used by the City for other projects at the City's risk. The Contractor will not be responsible for such use, or for errors and omissions of a subsequent architect or engineer who uses the documents on another project. The Contractor shall commit its consultants to the terms of this subparagraph.
- 8.03 In the event of termination of this Agreement for any reason, the City shall receive, following compensation for services provided by the Contractor, all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.
- 8.04 Only the details of the drawings relating to this Project may be used by the Contractor on other projects, but they shall not be used as a whole without written authorization by the City. The City furnished forms, conditions, and other written documents shall not be used on other projects by the Contractor.

ARTICLE IX

Termination

- 9.01 The City or Contractor may terminate this Contract at any time upon **thirty (30)** calendar day's written notice. In the event the City issues such notice, and upon the Contractor's receipt of such notice, the Contractor shall cease work immediately. The Contractor shall be compensated for the services performed prior to the termination date.
- 9.02 If, through any cause, the Contractor fails to fulfill its obligations under this Contract, or if the Contractor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Contractor **five (5)** calendar days written notice to the Contractor. The Contractor will be compensated for the services performed before the termination date.
- 9.03 No term or provision of this Contract shall be construed to relieve the Contractor of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor is determined and paid.

ARTICLE X

Miscellaneous Terms

- 10.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Bexar County, Texas.
- 10.02 Notices shall be mailed to the addresses designated herein or as may be designated in

writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City of Windcrest
Attn: Rafael Castillo, City Manager
8601 Midcrown Drive
Windcrest, Texas 78239

Contractor:
IDS Engineering Group
Attn: Jeffrey McKinnie, PE
613 NW Loop 410, Suite 550
San Antonio, Texas 78216

- 10.03 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 10.04 This Contract represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- 10.05 This Contract and all rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.
- 10.06 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 10.07 The Contractor, its agents, employees, and subcontractors must comply with all currently applicable federal and state laws, the charter and ordinances of the City of Windcrest, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Contractor must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.
- 10.08 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.
- 10.09 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
- 10.10 **Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.**

IDS ENGINEERING GROUP

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF WINDCREST

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Director of Finance

Date: _____

Attachment A – Scope of Services

Basic Services – Reconstruction Project

Project Concept

Upon receipt of authorization from the City, IDS will meet with the City for the purpose of determining the nature of the Project. Meeting may include a visit to the authorized project location to confirm that reconstruction is the desired rehabilitation method and to also determine exact limits of the Project.

Topographic and Elevation Survey

IDS will obtain a topographic and elevation survey of the Project. Cross sections will be taken sufficient intervals for design and will be at least as wide as the apparent ROW. Existing utilities will be located by use of publicly available maps, one-call service, and surface features. The first expansion joint on all driveway aprons and private sidewalks that connect to public sidewalks will be located. All existing trees with diameter and species will be located that have a drip line over the paved portion of the roadway.

Right-of-way Determination and Project Control

The existing apparent right-of-way limits will be determined through research and existing boundary monuments. Horizontal and vertical control points will be provided along the Project at intervals not to exceed 1,000 feet.

Geotechnical Engineering

IDS will obtain a Subsurface Exploration and Pavement Analysis that will include:

- Drilling and sampling of the surface materials through borings taken at intervals sufficient for design but in no case shall exceed 1,000 feet. The depth of each boring will be to a maximum depth of 12 feet.
- Evaluation of the in-place conditions of the subsurface soils through field penetration tests.
- Observation of the groundwater conditions.
- Determination of existing pavement sections.
- Laboratory tests including Atterberg limits, California Bearing Ratio (C.B.R.), Lime Series, and moisture content tests.
- Recommendations for pavement design for reconstruction.

Design Phase

IDS will prepare construction drawings and specifications for the proposed roadway and necessary drainage improvements. Drawings will be produced on 11"x17" sheets at scales appropriate for the information shown. Drawings will include plan and profiles, roadway cross sections, driveways, traffic control plan, storm water pollution prevent plan, and supporting detail sheets. Construction plans, specifications, and OPCC will be provided to City staff at 30% completion and 90% completion for review and approval. An estimated construction schedule will be prepared with the 90% submittal.

IDS will coordinate with CPS Energy for additional street lights as needed. IDS will prepare construction plans for conduit and light locations. CPS Energy will provide design of the street lights and electrical service.

IDS will coordinate with TxDOT for necessary permits as needed.

The design standards to be used on the Project shall include, but not limited to City of San Antonio Design Standards, the TxDOT Roadway Design Manual, the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets (Green Book), Texas Manual on Uniform Traffic Control Devices (TMUTCD), and the Texas Pollutant Discharge Elimination System (TPDES) Guidelines as appropriate for the most cost effective design.

Bid Phase

IDS will provide the following services to the City for the public bidding of the project:

- Advertisements will be published one (1) regional newspaper or trade publication.
- Construction documents will be distributed to potential bidders and a plan holders list will be maintained.
- A pre-bid conference will be conducted.
- Format of the bid will be a low bid process.
- Responses to bidder's questions will be provided and prepare necessary addenda.
- The bids will be tabulated and evaluated and a recommendation will be made to the City for contract award.

Construction Phase

IDS will provide the following services during construction.

- Construction Contract Administration
 - Contract administration services include monitoring the scheduling activities of the Contractor, working with the Contractor and the City to achieve timely project completion, and negotiating contract change orders. Excluded from these services is the responsibility for the Contractor's means or methods of construction or safety procedures. The means, methods and safety procedures are the sole responsibility of the Contractor.
 - Conduct pre-construction conference, record, and distribute record of such meeting.
 - Conduct monthly progress meetings, and record and distribute records of such meetings
 - Review and make recommendations regarding the Contractor's requests for progress payments.
 - Administer the preparation and processing of contract change orders. Maintain a record of all field orders, directives, time extensions, and requests for information, proposals, and change orders. Prepare change orders as authorized and approved by the City and make recommendations regarding change orders to the City.
 - Maintain project records for transmittal to the City at the completion of the project.
 - Conduct a substantial and final inspection of the project, prepare punch list and distribute.
- Engineering Services

- o Make periodic site visits (≈twice monthly) to determine if the work is proceeding in accordance with the contract documents.
- o After each site visit, prepare a written report of the progress and quality of work performed pursuant to the contract documents.
- o As needed, review shop, laboratory and mill tests of material and equipment provided by the Contractor, for compliance with contract, specifications and contract documents. Review shop drawings and working drawings as provided by the Contractor.
- o Promptly review and provide response to requests for information as needed. Prepare change orders as required.
- Record Drawings
 - o Prepare and deliver to the City reproducible record drawings (originals) showing those changes made during the construction period based on change orders, marked-up prints, drawings and other data furnished by the Contractor.
 - o Furnish the City a copy of the record drawings on CD-ROM media in AutoCAD format.

Basic Services – Mill & Overlay Project

Project Concept

Upon receipt of authorization from the City, IDS will meet with the City for the purpose of determining the nature of the Project. Meeting may include a visit to the authorized project location to confirm that mill & overlay is the desired rehabilitation method and to also determine exact limits of the Project.

Topographic and Elevation Survey

IDS will obtain a topographic and elevation survey of the Project as to the extent necessary to establish sufficient design data, obtain cross section data, and physical features which may impact the proposed rehabilitation project. Existing utilities will be located by use of publicly available maps, one-call service, and surface features.

Project Control

Horizontal and vertical control points will be provided along the Project at intervals not to exceed 1,000 feet.

Geotechnical Engineering

IDS will obtain a Subsurface Exploration and Pavement Analysis that will include:

- Drilling and sampling of the surface materials at locations representative of the roads to be rehabilitated by milling and overlaying. The depth of each boring will be to a maximum depth of 4 feet
- Evaluation of the in-place conditions of the subsurface soils through field penetration tests.
- Observation of the groundwater conditions.
- Determination of existing pavement sections.
- Recommendations for thickness of mill and thickness/composition of the overlay.

Design Phase

IDS will prepare construction drawings and specifications for the proposed roadway and necessary drainage improvements. Drawings will be produced on 11"x17" sheets at scales appropriate for the information shown. Drawings will include plan view showing limits of construction, typical roadway cross section, traffic control plan, and supporting detail sheets. Construction plans, specifications, and OPCC will be provided to City staff at 90% completion for review and approval. An estimated construction schedule will be prepared with the 90% submittal.

IDS will coordinate with TxDOT for necessary permits as needed.

IDS will register the Project with Texas Department of Licensing and Regulation (TDLR) as required under Texas Accessibility Standards (TAS).

The design standards to be used on the Project shall include, but not limited to City of San Antonio Design Standards, the TxDOT Roadway Design Manual, Texas Manual on Uniform Traffic Control Devices (TMUTCD), and the Texas Pollutant Discharge Elimination System (TPDES) Guidelines as appropriate for the most cost effective design.

Bid Phase

IDS will provide the following services to the City for the public bidding of the project:

- Advertisements will be published one (1) regional newspaper or trade publication.
- Construction documents will be distributed to potential bidders and a plan holders list will be maintained.
- A pre-bid conference will be conducted.
- Format of the bid will be a low bid process.
- Responses to bidder's questions will be provided and prepare necessary addenda.
- The bids will be tabulated and evaluated and a recommendation will be made to the City for contract award.

Construction Phase

IDS will provide the following services during construction.

- Construction Contract Administration
 - Contract administration services include monitoring the scheduling activities of the Contractor, working with the Contractor and the City to achieve timely project completion, and negotiating contract change orders. Excluded from these services is the responsibility for the Contractor's means or methods of construction or safety procedures. The means, methods and safety procedures are the sole responsibility of the Contractor.
 - Conduct pre-construction conference, record, and distribute record of such meeting.
 - Conduct monthly progress meetings, and record and distribute records of such meetings
 - Review and make recommendations regarding the Contractor's requests for progress payments.
 - Administer the preparation and processing of contract change orders. Maintain a record of all field orders, directives, time extensions, and requests for information, proposals, and change orders. Prepare change orders as authorized and approved by the City and make recommendations regarding change orders to the City.

- o Maintain project records for transmittal to the City at the completion of the project.
 - o Conduct a substantial and final inspection of the project, prepare punch list and distribute.
- Engineering Services
 - o Make periodic site visits (≈twice monthly) to determine if the work is proceeding in accordance with the contract documents.
 - o After each site visit, prepare a written report of the progress and quality of work performed pursuant to the contract documents.
 - o As needed, review shop, laboratory and mill tests of material and equipment provided by the Contractor, for compliance with contract, specifications and contract documents. Review shop drawings and working drawings as provided by the Contractor.
 - o Promptly review and provide response to requests for information as needed. Prepare change orders as required.

Excluded Services

- Construction Surveying Services
- Construction Observation
- Construction Materials Engineering and Testing (CoMET)
- Environmental Site Assessments
- Cultural and Historical Surveys
- Flood Plain Development Permits
- Water construction plans
- Sanitary sewer construction plans
- Storm drainage construction plans
- Electric, gas, or telecommunication construction plans (except as noted in Basic Services)
- Structural design of retaining walls
- Landscaping plans
- ROW or easement acquisition
- Public Meetings

Attachment B – Reimbursable Expenses and Hourly Rates

The following is a representative list of IDS current hourly billing rates for various staff categories:

Senior Manager	\$204/hr
Senior Engineer/Project Manager	\$153/hr
Project Engineer/EIT	\$119/hr
Senior Production	\$136/hr
Production	\$102/hr
Construction Manager.....	\$119/hr
Construction Observer	\$102/hr
Administrative	\$85/hr
Survey Manager/RPLS	\$110/hr
Survey Coordinator.....	\$85/hr
Survey Crew	\$150/hr

Fees for subconsultants which are specifically authorized in writing by the City (i.e. geotechnical engineering) will be passed through directly to the City and will be applied to the professional fees defined under Article II.

Fees for Agency related review and permit fees are excluded from the base compensation and shall be passed directly through to the City per Section 2.04.

Out-of-pocket expenses, including travel, reproduction, and deliveries will be invoiced monthly at our direct cost per Section 2.04.

For additional services authorized by the Client to be rendered by IDS outside of the above scope of services, IDS shall receive the compensation on a time and materials basis or a negotiated lump sum.

Attachment C - Insurance Requirements

During the term of this Agreement all Contractor's insurance policies shall meet the following requirements:

- I. Standard Insurance Policies Required:
 - A. Commercial General Liability
 - B. Business Automobile Liability
 - C. Workers' Compensation
 - D. Professional Liability
- II. For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Attachment D, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.
- III. The Contractor shall include all subcontractors as additional insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.
- IV. General Requirements Applicable to All Policies
 - A. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a "per occurrence" basis for property damage only.
 - C. "Claims made" policies will not be accepted, except for Professional Liability insurance.
 - D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Windcrest by certified mail, return receipt requested.
 - E. Upon request, certified copies of all insurance policies shall be furnished to the City.
 - F. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - 1. That the insurance company is licensed and admitted to do business in the State of Texas.
 - 2. That the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO.

3. All endorsements and coverage's according to the requirements of this Contract.
4. The form of notice of cancellation, termination, or change in coverage provisions.
5. Original endorsements affecting coverage required by this Contract.
6. The City of Windcrest, its officials, employees, and volunteers are named as Additional Insured's on the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. Commercial (General) Liability requirements:

- A. Coverage shall be written by a carrier with an "A: VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- C. Coverage shall be at least as broad as Insurance Services Office Number CG 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- F. The City shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

VI. Business Automobile Liability requirements:

- A. Coverage shall be written by a carrier with an "A: VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

VII. Workers Compensation Insurance requirements:

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation

(DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

B. The worker's compensation insurance shall include the following terms:

1. Employer's Liability limits of \$1,000,000 for each accident are required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

C. Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. *Definitions:*

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. *The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*
- C. *The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- D. *If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. *The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
 - (1) *a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
 - (2) *no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. *The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. *The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*
- H. *The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*
- I. *The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*
 - (1) *provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements,*

that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
- (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (4) obtain from each other person with whom it contracts, and provide to the Contractor:*
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and*
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

- J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may*

subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- K. *The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."*

VIII. Professional Liability Requirements:

- A. Coverage shall be written by a carrier with a "A: VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$200,000.00. Financial statements shall be furnished to the City of Windcrest when requested.
- C. For "claims made" policies, a two-year extended reporting period shall be required.

Attachment D – Project List

Project Number	Street	Anticipated Rehabilitation Method	Approx. Length (LF)
1	Parkcrest Dr at Walzem	Reconstruction	100
2	Northgate Dr & Northbent Dr.	Reconstruction	250
3	Moorside Drive (Fenway to Fawndale)	Reconstruction	600
4	Bluegrass Ln (Balfour to Fenwick)	Reconstruction	350
5	Hickory Hollow, Pintail Pt, Cattail Crk	Reconstruction	1,460
6	Fenwich	Reconstruction	690
7	Candleglo	Reconstruction	660
8	Midcrown Dr	Mill & Overlay	4,700
9	Windgarden Circle	Mill & Overlay	935
10	Zephyr Dr (Tradewind to Willmon Way)	Mill & Overlay	1,230
11	Windsong Dr	Mill & Overlay	620
12	Windcrest Dr @ Windsong	Reconstruction	150
13	Crosswind Dr (Fourwinds to Galewind)	Mill & Overlay	600
14	Winfield Blvd, Winfield Cir	Reconstruction	1,730
15	Richfield St.	Mill & Overlay	250
16	Richfield Dr.	Mill & Overlay	400
17	Weatherly Dr (east cul-de-sac)	Mill & Overlay	130
18	Waxwing Cir, Windwing Dr	Mill & Overlay	530
19	Bronzeglo Dr	Reconstruction	790
20	Sunhaven Dr.	Mill & Overlay	1,260
21	Fawndale Ln. (west end to Parkcrest)	Mill & Overlay	1,370
22	Hidden Hollow (cul-de-sacs)	Mill & Overlay	130
23	Brook Falls	Mill & Overlay	540
24	Meadow Grove	Mill & Overlay	330
25	Teal Way	Mill & Overlay	275
26	Shady Brook	Mill & Overlay	385
27	Walter Raleigh	Mill & Overlay	280

CITY OF WINDCREST, TEXAS
ARCHITECTS & ENGINEERING PROFESSIONAL SERVICES CONTRACT

This Contract is between the **City of Windcrest**, a Texas home-rule municipal corporation, (the “City”) and IDS Engineering Group, a Texas corporation (the “Contractor”), whereby the Contractor agrees to provide the City with certain professional services as described herein and the City agrees to pay the Contractor for those services.

ARTICLE I
Scope of Services

- 1.01 In consideration of the compensation stated in paragraph 2.01 herein below, the Contractor agrees to provide the City with the professional services as described in **Attachment A**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Roadway CIP 2013-2015 (the “Project”). A list of the individual projects with their anticipated rehabilitation method and approximate length is shown in **Attachment D**.

ARTICLE II
Payment

- 2.01 In consideration of the Contractor’s provision of the professional services in compliance with all terms and conditions of this Contract and the scope of services outlined in Attachment A, the City shall pay the Contractor a not to exceed amount of Two Hundred Sixty Eight Thousand Two Hundred Fifty and zero/100 Dollars (\$268,250) for the Project. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract shall not exceed \$268,250. Attachment B provides clarification for hourly rates, reimbursable charges, and direct fees passed to the City.
- 2.02 Attachment D provides the list of authorized projects, the anticipated type of roadway rehabilitation, and the approximate limits of the project. The type of rehabilitation is subject to change pending preliminary engineering analysis.
- 2.03 Monthly invoices will be issued by Contractor for all work performed under the terms of this Contract and each invoice shall detail charges specific to each work authorization. The City will make payments of invoices within 30-days of receipt of invoice.
- 2.04 The Contractor will be reimbursed for City approved out-of-pocket expenses for a not to exceed amount of five thousand and zero/100 Dollars (\$5,000). Out of pocket expenses include, but not limited to, travel, deliveries, reprographics, permit fees, and agency review fees.

ARTICLE III

Time of Performance and Construction Cost

- 3.01 The Contractor shall complete the professional services within the time defined in a schedule prepared by the Contractor and approved by the City. The Contractor shall exercise a degree of care and diligence in the performance of all services under this Contractor in accordance with the professional standards prevailing among Contractors in the location in which Contractor practices, Windcrest, Texas, or San Antonio, Texas, whichever is the higher standard, skilled in design for projects of similar scope, and all of the Contractor services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work.
- 3.02 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work. Within five (5) business days after receipt of a Notice to Proceed, the Contractor shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Contractor's services to meet the City's project milestone for the Project. The Contractor's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Contractor has control shall not be exceeded without written approval from the City.
- 3.03 The Contractor's services consist of all of the services required to be performed by Contractor, Contractor's employees and Contractor's consultants under the terms of this Contract. Such services include normal civil, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Contractor shall contract and employ at his expense consultants necessary for the design of the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by the City.
- 3.04 The Contractor shall designate a Project Manager of the firm reasonably satisfactory to the City who shall, so long as employed by Contractor and acceptable to the City, remain in charge of professional services through completion and be available for general consultation throughout the Project. Any replacement of that Project Manager shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.
- 3.05 Contractor shall be responsible for the coordination of all drawings and design documents relating to Contractor's design and used on the Project, regardless of whether such drawings and documents are prepared by Contractor. Contractor shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Contractor and for their compliance with all currently applicable codes, ordinances, regulations, laws and statutes.
- 3.06 Contractor's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Contractor's judgment as a design professional familiar with the construction industry.

ARTICLE IV Construction

- 4.01 Project planning and concept, design, and bid phase services are defined in Attachment A.
- 4.02 The Contractor shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Contractor shall have authority to act on behalf of the City only to the extent provided in this Agreement unless modified by written instrument. Items listed in this article are intended to be further detail services of the Contractor in addition to those identified in **Attachment A**.
- 4.03 The Contractor shall make visits to the site, with a frequency appropriate to the scope of the Project, to observe the progress and quality of the executed work of the construction contractor and his subcontractors and to determine if such work is proceeding in general accordance with the contract documents.
- 4.04 The Contractor shall keep the City informed of the progress and quality of the work. The Contractor shall promptly report to the City any observed defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.
- 4.05 The Contractor shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Contractor shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.
- 4.06 The Contractor shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Contractor shall interpret the contract documents and judge the performance there under by the contractor constructing the Project, and Contractor shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the Work. Contractor shall receive no additional compensation for providing clarification of the Drawings and Specifications.
- 4.07 Upon notification from the construction contractor that the Project is substantially complete, the Contractor shall conduct an inspection of the site to determine if the Project is substantially complete. The Contractor shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Contractor for completion have been completed, the Contractor shall inspect the Project to verify final completion.

- 4.08 The Contractor shall not be responsible for the means and methods of the construction contractor or any of his subcontractors.
- 4.09 The Contractor shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.
- 4.10 The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.
- 4.11 The Contractor shall perform all of its duties under this Article IV so as to not cause any delay in the progress of construction of the Project.

ARTICLE V
Change Orders & Documents & Materials

- 5.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
- 5.02 a. When the original contract amount plus all change orders is less than \$50,000, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Council must approve such change order prior to commencement of the services or work; and
- b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed \$10,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$10,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work.
- c. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.
- 5.03 The Contractor shall furnish the City (1) sets of plans and specifications for each set of construction plans prepared for the Project. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Contractor shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Contractor. The foregoing documentation, the Contractor's work product, and other information in the Contractor's possession concerning the Project shall be the property of the City from the time of preparation.

ARTICLE VI

Warranty, Indemnification & Release

- 6.01 As an experienced and qualified design professional, the Contractor shall perform services in a manner consistent with other professionals providing similar services in the same locality and under similar circumstances and in compliance with current applicable laws, regulations, and codes. The Contractor will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Contractor, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Contractor, its employees, associates, agents, or subcontractors.
- 6.02 The Contractor shall promptly correct any defective designs or specifications furnished by the Contractor at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Contractor's services hereunder or of the Project itself shall in no way alter the Contractor's obligations or the City's rights hereunder.
- 6.03 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Contractor shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Contractor shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Contractor shall have ultimate control over the execution of the professional services. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors.
- 6.04 The Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Contractor, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.
- 6.05 **Indemnity.** The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for

injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.

- 6.06 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 6.05, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.
- 6.07 **Release.** The Contractor releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder. Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance. This release shall not apply if such loss, damage, injury, or death was caused in whole or in part by the City.

ARTICLE VII

Insurance

- 7.01 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on Attachment C. Insurance Certificates will be provided to the City within three (3) days of the execution of this contract.

ARTICLE VIII

Use of Drawings, Specifications and Other Documents

- 8.01 The Drawings, Specifications and other documents prepared by the Contractor and Contractor's consultants for this Project shall become the property of the City whether the Project is completed or not. The City shall be furnished and permitted to retain reproducible copies and electronic versions (in accordance to terms of the rules of the Texas Board of Professional Engineers, of Contractor's Drawings, Specifications and

other documents.

- 8.02 The documents prepared by Contractor may be used by the City for other projects at the City's risk. The Contractor will not be responsible for such use, or for errors and omissions of a subsequent architect or engineer who uses the documents on another project. The Contractor shall commit its consultants to the terms of this subparagraph.
- 8.03 In the event of termination of this Agreement for any reason, the City shall receive, following compensation for services provided by the Contractor, all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.
- 8.04 Only the details of the drawings relating to this Project may be used by the Contractor on other projects, but they shall not be used as a whole without written authorization by the City. The City furnished forms, conditions, and other written documents shall not be used on other projects by the Contractor.

ARTICLE IX

Termination

- 9.01 The City or Contractor may terminate this Contract at any time upon **thirty (30)** calendar day's written notice. In the event the City issues such notice, and upon the Contractor's receipt of such notice, the Contractor shall cease work immediately. The Contractor shall be compensated for the services performed prior to the termination date.
- 9.02 If, through any cause, the Contractor fails to fulfill its obligations under this Contract, or if the Contractor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Contractor **five (5)** calendar days written notice to the Contractor. The Contractor will be compensated for the services performed before the termination date.
- 9.03 No term or provision of this Contract shall be construed to relieve the Contractor of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor is determined and paid.

ARTICLE X

Miscellaneous Terms

- 10.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Bexar County, Texas.
- 10.02 Notices shall be mailed to the addresses designated herein or as may be designated in

writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City of Windcrest
Attn: Rafael Castillo, City Manager
8601 Midcrown Drive
Windcrest, Texas 78239

Contractor:
IDS Engineering Group
Attn: Jeffrey McKinnie, PE
613 NW Loop 410, Suite 550
San Antonio, Texas 78216

- 10.03 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 10.04 This Contract represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- 10.05 This Contract and all rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.
- 10.06 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 10.07 The Contractor, its agents, employees, and subcontractors must comply with all currently applicable federal and state laws, the charter and ordinances of the City of Windcrest, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Contractor must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.
- 10.08 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.
- 10.09 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
- 10.10 **Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.**

IDS ENGINEERING GROUP

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF WINDCREST

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Director of Finance

Date: _____

Attachment A – Scope of Services

Basic Services – Reconstruction Project

Project Concept

Upon receipt of authorization from the City, IDS will meet with the City for the purpose of determining the nature of the Project. Meeting may include a visit to the authorized project location to confirm that reconstruction is the desired rehabilitation method and to also determine exact limits of the Project.

Topographic and Elevation Survey

IDS will obtain a topographic and elevation survey of the Project. Cross sections will be taken sufficient intervals for design and will be at least as wide as the apparent ROW. Existing utilities will be located by use of publicly available maps, one-call service, and surface features. The first expansion joint on all driveway aprons and private sidewalks that connect to public sidewalks will be located. All existing trees with diameter and species will be located that have a drip line over the paved portion of the roadway.

Right-of-way Determination and Project Control

The existing apparent right-of-way limits will be determined through research and existing boundary monuments. Horizontal and vertical control points will be provided along the Project at intervals not to exceed 1,000 feet.

Geotechnical Engineering

IDS will obtain a Subsurface Exploration and Pavement Analysis that will include:

- Drilling and sampling of the surface materials through borings taken at intervals sufficient for design but in no case shall exceed 1,000 feet. The depth of each boring will be to a maximum depth of 12 feet.
- Evaluation of the in-place conditions of the subsurface soils through field penetration tests.
- Observation of the groundwater conditions.
- Determination of existing pavement sections.
- Laboratory tests including Atterberg limits, California Bearing Ratio (C.B.R.), Lime Series, and moisture content tests.
- Recommendations for pavement design for reconstruction.

Design Phase

IDS will prepare construction drawings and specifications for the proposed roadway and necessary drainage improvements. Drawings will be produced on 11"x17" sheets at scales appropriate for the information shown. Drawings will include plan and profiles, roadway cross sections, driveways, traffic control plan, storm water pollution prevent plan, and supporting detail sheets. Construction plans, specifications, and OPCC will be provided to City staff at 30% completion and 90% completion for review and approval. An estimated construction schedule will be prepared with the 90% submittal.

IDS will coordinate with CPS Energy for additional street lights as needed. IDS will prepare construction plans for conduit and light locations. CPS Energy will provide design of the street lights and electrical service.

IDS will coordinate with TxDOT for necessary permits as needed.

The design standards to be used on the Project shall include, but not limited to City of San Antonio Design Standards, the TxDOT Roadway Design Manual, the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets (Green Book), Texas Manual on Uniform Traffic Control Devices (TMUTCD), and the Texas Pollutant Discharge Elimination System (TPDES) Guidelines as appropriate for the most cost effective design.

Bid Phase

IDS will provide the following services to the City for the public bidding of the project:

- Advertisements will be published one (1) regional newspaper or trade publication.
- Construction documents will be distributed to potential bidders and a plan holders list will be maintained.
- A pre-bid conference will be conducted.
- Format of the bid will be a low bid process.
- Responses to bidder's questions will be provided and prepare necessary addenda.
- The bids will be tabulated and evaluated and a recommendation will be made to the City for contract award.

Construction Phase

IDS will provide the following services during construction.

- Construction Contract Administration
 - Contract administration services include monitoring the scheduling activities of the Contractor, working with the Contractor and the City to achieve timely project completion, and negotiating contract change orders. Excluded from these services is the responsibility for the Contractor's means or methods of construction or safety procedures. The means, methods and safety procedures are the sole responsibility of the Contractor.
 - Conduct pre-construction conference, record, and distribute record of such meeting.
 - Conduct monthly progress meetings, and record and distribute records of such meetings
 - Review and make recommendations regarding the Contractor's requests for progress payments.
 - Administer the preparation and processing of contract change orders. Maintain a record of all field orders, directives, time extensions, and requests for information, proposals, and change orders. Prepare change orders as authorized and approved by the City and make recommendations regarding change orders to the City.
 - Maintain project records for transmittal to the City at the completion of the project.
 - Conduct a substantial and final inspection of the project, prepare punch list and distribute.
- Engineering Services

- Make periodic site visits (≈twice monthly) to determine if the work is proceeding in accordance with the contract documents.
- After each site visit, prepare a written report of the progress and quality of work performed pursuant to the contract documents.
- As needed, review shop, laboratory and mill tests of material and equipment provided by the Contractor, for compliance with contract, specifications and contract documents. Review shop drawings and working drawings as provided by the Contractor.
- Promptly review and provide response to requests for information as needed. Prepare change orders as required.
- Record Drawings
 - Prepare and deliver to the City reproducible record drawings (originals) showing those changes made during the construction period based on change orders, marked-up prints, drawings and other data furnished by the Contractor.
 - Furnish the City a copy of the record drawings on CD-ROM media in AutoCAD format.

Basic Services – Mill & Overlay Project

Project Concept

Upon receipt of authorization from the City, IDS will meet with the City for the purpose of determining the nature of the Project. Meeting may include a visit to the authorized project location to confirm that mill & overlay is the desired rehabilitation method and to also determine exact limits of the Project.

Topographic and Elevation Survey

IDS will obtain a topographic and elevation survey of the Project as to the extent necessary to establish sufficient design data, obtain cross section data, and physical features which may impact the proposed rehabilitation project. Existing utilities will be located by use of publicly available maps, one-call service, and surface features.

Project Control

Horizontal and vertical control points will be provided along the Project at intervals not to exceed 1,000 feet.

Geotechnical Engineering

IDS will obtain a Subsurface Exploration and Pavement Analysis that will include:

- Drilling and sampling of the surface materials at locations representative of the roads to be rehabilitated by milling and overlaying. The depth of each boring will be to a maximum depth of 4 feet
- Evaluation of the in-place conditions of the subsurface soils through field penetration tests.
- Observation of the groundwater conditions.
- Determination of existing pavement sections.
- Recommendations for thickness of mill and thickness/composition of the overlay.

Design Phase

IDS will prepare construction drawings and specifications for the proposed roadway and necessary drainage improvements. Drawings will be produced on 11"x17" sheets at scales appropriate for the information shown. Drawings will include plan view showing limits of construction, typical roadway cross section, traffic control plan, and supporting detail sheets. Construction plans, specifications, and OPCC will be provided to City staff at 90% completion for review and approval. An estimated construction schedule will be prepared with the 90% submittal.

IDS will coordinate with TxDOT for necessary permits as needed.

IDS will register the Project with Texas Department of Licensing and Regulation (TDLR) as required under Texas Accessibility Standards (TAS).

The design standards to be used on the Project shall include, but not limited to City of San Antonio Design Standards, the TxDOT Roadway Design Manual, Texas Manual on Uniform Traffic Control Devices (TMUTCD), and the Texas Pollutant Discharge Elimination System (TPDES) Guidelines as appropriate for the most cost effective design.

Bid Phase

IDS will provide the following services to the City for the public bidding of the project:

- Advertisements will be published one (1) regional newspaper or trade publication.
- Construction documents will be distributed to potential bidders and a plan holders list will be maintained.
- A pre-bid conference will be conducted.
- Format of the bid will be a low bid process.
- Responses to bidder's questions will be provided and prepare necessary addenda.
- The bids will be tabulated and evaluated and a recommendation will be made to the City for contract award.

Construction Phase

IDS will provide the following services during construction.

- Construction Contract Administration
 - Contract administration services include monitoring the scheduling activities of the Contractor, working with the Contractor and the City to achieve timely project completion, and negotiating contract change orders. Excluded from these services is the responsibility for the Contractor's means or methods of construction or safety procedures. The means, methods and safety procedures are the sole responsibility of the Contractor.
 - Conduct pre-construction conference, record, and distribute record of such meeting.
 - Conduct monthly progress meetings, and record and distribute records of such meetings
 - Review and make recommendations regarding the Contractor's requests for progress payments.
 - Administer the preparation and processing of contract change orders. Maintain a record of all field orders, directives, time extensions, and requests for information, proposals, and change orders. Prepare change orders as authorized and approved by the City and make recommendations regarding change orders to the City.

- Maintain project records for transmittal to the City at the completion of the project.
- Conduct a substantial and final inspection of the project, prepare punch list and distribute.
- Engineering Services
 - Make periodic site visits (≈twice monthly) to determine if the work is proceeding in accordance with the contract documents.
 - After each site visit, prepare a written report of the progress and quality of work performed pursuant to the contract documents.
 - As needed, review shop, laboratory and mill tests of material and equipment provided by the Contractor, for compliance with contract, specifications and contract documents. Review shop drawings and working drawings as provided by the Contractor.
 - Promptly review and provide response to requests for information as needed. Prepare change orders as required.

Excluded Services

- Construction Surveying Services
- Construction Observation
- Construction Materials Engineering and Testing (CoMET)
- Environmental Site Assessments
- Cultural and Historical Surveys
- Flood Plain Development Permits
- Water construction plans
- Sanitary sewer construction plans
- Storm drainage construction plans
- Electric, gas, or telecommunication construction plans (except as noted in Basic Services)
- Structural design of retaining walls
- Landscaping plans
- ROW or easement acquisition
- Public Meetings

Attachment B – Reimbursable Expenses and Hourly Rates

The following is a representative list of IDS current hourly billing rates for various staff categories:

Senior Manager	\$204/hr
Senior Engineer/Project Manager	\$153/hr
Project Engineer/EIT	\$119/hr
Senior Production	\$136/hr
Production	\$102/hr
Construction Manager	\$119/hr
Construction Observer	\$102/hr
Administrative	\$85/hr
Survey Manager/RPLS	\$110/hr
Survey Coordinator	\$85/hr
Survey Crew	\$150/hr

Fees for subconsultants [which are specifically authorized in writing by the City](#) (i.e. geotechnical engineering) will be passed through directly to the City and will be applied to the professional fees defined under Article II.

Fees for Agency related [processing-review](#) and permit fees are excluded [from the base compensation](#) and shall be passed directly through to the City [per Section 2.04.-](#)

Out-of-pocket expenses, including travel, reproduction, and deliveries will be invoiced monthly at our direct cost [in addition to the professional fees defined under Article II per Section 2.04.](#)

For additional services authorized by the Client to be rendered by IDS outside of the above scope of services, IDS shall receive the compensation on a time and materials basis or a negotiated lump sum.

Attachment C - Insurance Requirements

During the term of this Agreement all Contractor's insurance policies shall meet the following requirements:

- I. Standard Insurance Policies Required:
 - A. Commercial General Liability
 - B. Business Automobile Liability
 - C. Workers' Compensation
 - D. Professional Liability
- II. For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Attachment D, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.
- III. The Contractor shall include all subcontractors as additional insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.
- IV. General Requirements Applicable to All Policies
 - A. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a "per occurrence" basis for property damage only.
 - C. "Claims made" policies will not be accepted, except for Professional Liability insurance.
 - D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Windcrest by certified mail, return receipt requested.
 - E. Upon request, certified copies of all insurance policies shall be furnished to the City.
 - F. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - 1. That the insurance company is licensed and admitted to do business in the State of Texas.
 - 2. That the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO.

3. All endorsements and coverage's according to the requirements of this Contract.
4. The form of notice of cancellation, termination, or change in coverage provisions.
5. Original endorsements affecting coverage required by this Contract.
6. The City of Windcrest, its officials, employees, and volunteers are named as Additional Insured's on the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. Commercial (General) Liability requirements:

- A. Coverage shall be written by a carrier with an "A: VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- C. Coverage shall be at least as broad as Insurance Services Office Number CG 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- F. The City shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

VI. Business Automobile Liability requirements:

- A. Coverage shall be written by a carrier with an "A: VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

VII. Workers Compensation Insurance requirements:

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation

(DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

B. The worker's compensation insurance shall include the following terms:

1. Employer's Liability limits of \$1,000,000 for each accident are required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

C. Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. *Definitions:*

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. *The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*
- C. *The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- D. *If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. *The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
 - (1) *a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
 - (2) *no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. *The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. *The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*
- H. *The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*
- I. *The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*
 - (1) *provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements,*

that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
- (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (4) obtain from each other person with whom it contracts, and provide to the Contractor:*
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and*
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may

subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- K. *The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."*

VIII. Professional Liability Requirements:

- A. Coverage shall be written by a carrier with a "A: VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$200,000.00. Financial statements shall be furnished to the City of Windcrest when requested.
- C. For "claims made" policies, a two-year extended reporting period shall be required.

Attachment D – Project List

Project Number	Street	Anticipated Rehabilitation Method	Approx. Length (LF)
1	Parkcrest Dr at Walzem	Reconstruction	100
2	Northgate Dr & Northbent Dr.	Reconstruction	250
3	Moorside Drive (Fenway to Fawndale)	Reconstruction	600
4	Bluegrass Ln (Balfour to Fenwick)	Reconstruction	350
5	Hickory Hollow, Pintail Pt, Cattail Crk	Reconstruction	1,460
6	Fenwick	Reconstruction	690
7	Candleglo	Reconstruction	660
8	Midcrown Dr	Mill & Overlay	4,700
9	Windgarden Circle	Mill & Overlay	935
10	Zephyr Dr (Tradewind to Willmon Way)	Mill & Overlay	1,230
11	Windsong Dr	Mill & Overlay	620
12	Windcrest Dr @ Windsong	Reconstruction	150
13	Crosswind Dr (Fourwinds to Galewind)	Mill & Overlay	600
14	Winfield Blvd, Winfield Cir	Reconstruction	1,730
15	Richfield St.	Mill & Overlay	250
16	Richfield Dr.	Mill & Overlay	400
17	Weatherly Dr (east cul-de-sac)	Mill & Overlay	130
18	Waxwing Cir, Windwing Dr	Mill & Overlay	530
19	Bronzeglo Dr	Reconstruction	790
20	Sunhaven Dr.	Mill & Overlay	1,260
21	Fawndale Ln. (west end to Parkcrest)	Mill & Overlay	1,370
22	Hidden Hollow (cul-de-sacs)	Mill & Overlay	130
23	Brook Falls	Mill & Overlay	540
24	Meadow Grove	Mill & Overlay	330
25	Teal Way	Mill & Overlay	275
26	Shady Brook	Mill & Overlay	385
27	Walter Raleigh	Mill & Overlay	280

ORDINANCE NO. 677

**AN ORDINANCE ADOPTING AN ORGANIZATIONAL
CHART AND DEPARTMENTAL CLASSIFICATIONS**

WHEREAS, the City Charter requires the City Council to establish the city's organizational chart and departmental classifications in Section 3.03 (3) and Section 5.01.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF WINDCREST THAT** the attached organizational chart with
departmental classifications is hereby approved and adopted as required by the City
Charter and that the previous organizational charts are repealed.

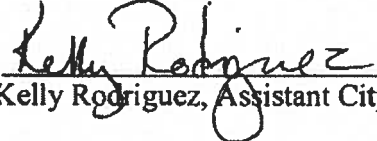
This ordinance shall take effect upon its final passage, and it is so ordained.

PASSED and ADOPTED this the 18th day of September, 2012.



Alan Baxter, Mayor

ATTEST:



Kelly Rodriguez, Assistant City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney

City of Windcrest Organizational / Functional Chart FY 2012-2013 Proposed

